

UK Energy Management Limited Terms and Conditions

Standard Terms and Conditions of UK energy management Limited (number 8491672) ("UK energy management") whose registered Office is at The Old Granary, Dunton Road, Laindon, Essex, SS15 4DB relating to the Services (defined below).

1. Interpretation

1.1 The following words have the following meanings:

Contract	any contract between UK energy management and the Customer for the provision by UK energy management of Services to the Customer on the terms and conditions set out in this document;
Customer	the person, firm or company who enters into a Contract for the provision of Services;
Commission	as defined in clause 2.6;
energy	gas and/or electricity;
Energy Provider	the energy provider with whom the Customer enters into a Supply Contract as a result of the Services;
Energy Supplier	any person who supplies energy to business customers;
Services	the provision of quotes by UK energy management to the Customer for the provision of energy by Energy Suppliers to the Customer;
Supply Contract	a contract between the Customer and the Energy Provider for the supply of energy.

1.2 In this agreement (except where the context otherwise requires):

1.2.1 the clause headings are included for convenience only and shall not affect interpretation;

1.2.2 use of the singular includes the plural and vice versa;

1.2.3 any reference to a statute, statutory provision or subordinate legislation ("legislation") and the rules of any regulator ("regulatory rules") shall (except where the context otherwise requires) be construed as referring to such legislation and regulatory rules as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.2.4 any phrase introduced by the terms "including", "include", "in particular", "for example" or the letters "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words that precede it.

2. Provision of Services

2.1 UK energy management will provide the Services to the Customer.

2.2 UK energy management will usually endeavour to obtain quotes from a minimum of 3 Energy Suppliers in order to give the Customer a choice of Energy Suppliers and the options of looking at different price structures so that the Customer can make an informed choice. UK energy management makes no representations or warranties and gives no guarantees to the Customer as to which Energy Supplier to contract. UK energy management only sets out some available options to the Customer and it is the Customer's sole and exclusive decision to choose which Energy Supplier if any to contract with.

2.3 Customers must be aware that the energy market is a very volatile market and that energy prices fluctuate constantly. The price that UK energy management presents to the Customer for the energy is accurate at the time that the deal is found. Customers must be aware that it is a snapshot of the market at that specific time and therefore is liable to change by increase or decrease at any moment. **The Customer must note that if it enters into a Supply Contract, the terms of that supply contract are the standard terms and conditions of the Energy Provider**

2.4 Once the Customer has selected which Energy Supplier it wishes to contract with, the Customer will be required to complete the relevant documentation (including the Supply Contract) that relates to that Energy Supplier. Once that documentation is submitted to the Energy Supplier it will constitute an irrevocable offer by the Customer to enter into the Supply Contract and the Customer will be bound to do so. There is no cooling off period.

2.5 The Supply Contract for the provision of energy to the Customer is a direct contract between the Customer and the Energy Provider.

2.6 UK energy management will be paid a commission ("Commission") as follows:-

2.6.1 subject to clause 2.6.2, in an amount agreed between UK energy management and the Energy Provider;

2.6.2 in some cases involving large volume supply of energy (such as flexible purchasing) UK energy management and the Customer may agree that the Customer will pay a fee to UK energy management, in such amount as to the Customer and UK energy management agree in writing.

3. Limitation of Liability

3.1 This paragraph sets out the entire financial liability of UK energy management (including any liability for the acts or omissions of the employees, agents and sub-contractors of UK energy management) to the Customer in respect of: (a) any breach of this agreement; (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement; and/or (c) the Services.

3.2 The Customer acknowledges: (a) that it is in a better position than UK energy management to foresee and evaluate any potential loss or damage that the Customer may suffer in connection with the Services; (b) the statements made in clause 2 in relation to the volatility of energy prices; (c) the Supply Contract is on the standard terms and conditions of the Energy Provider; and (d) UK energy management will be paid Commission, but does render any other charge to the Customer and the amount UK energy management will be paid has been calculated on the basis that UK energy management will exclude or limit its liability as set out in this clause 3.

3.3 UK energy management are a third party intermediary in the provision of the Services. UK energy management does not make any representation, warranties or guarantees nor give any advice as to which Energy Supplier to use.

3.4 UK energy management does not accept any liability for the acts, omissions, business affairs or financial standing of any Energy Suppliers and/or Energy Providers.

3.5 To the extent that UK energy management provides the Services and/or any opinions, analysis, interpretations and the like to the Customer, the Customer acknowledges that: -

3.5.1 UK energy management relies on the information provided to it by Energy Suppliers,

3.5.2 they are provided on the basis that the Customer/the Customer's advisors, have the experience and knowledge to make an informed assessment of the same;

3.5.3 whilst UK energy management will obtain reasonable information and data to provide the Services it is not practicable or possible for UK energy management to obtain, rely on and/or take account of all available information and data in relation to any particular matter and that the Services will be provided on the basis of the information and data UK energy management obtains and relies on, acting reasonably;

3.5.4 the Customer acknowledges that opinions, analysis, interpretations and the like based on one particular set of circumstances or information will be different to that given based on a different set of circumstances or information;

3.5.5 UK energy management may, acting reasonably, rely on information, data and analysis of third parties;

3.5.6 opinions, interpretations and analysis vary; the Customer agrees that UK energy management can decide the methods of interpretation and analysis to be used, provided that UK energy management acts reasonably, for example by adhering to professionally recognised methods. The Customer also accepts that different methodologies may lead to different or conflicting outcomes or conclusions, even when based on the same information and data;

3.5.7 in the course of interpretation or analysis, or in the course of providing the Services, UK energy management may disregard or take into account such factors as UK energy management (acting reasonably) thinks appropriate in the circumstances, for example UK energy management may disregard any particular factor if it is not generally taken into account in the course of the interpretation or analysis then being undertaken.

3.6 All warranties, conditions and other terms implied by statute or common law and not expressly set out in this agreement are, to the fullest extent permitted by law, excluded from this agreement

3.7 Nothing in this agreement excludes or limits the liability of UK energy management for: (a) death or personal injury caused by the negligence of UK energy management; or (b) fraud or fraudulent misrepresentation

3.8 Subject to clause 3.7, (a) UK energy management shall not be liable to the Customer for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and (b) UK energy management's entire liability to the Customer shall not exceed the Commission it has been paid for a given contract period of no more than 12 months.

3.9 The Services are provided to the Customer on the basis that the limitations and exclusions on liability contained in this agreement (in particular in clause 3) are valid and enforceable. If the limitations and/or exclusions on our liability in this agreement are not acceptable to the Customer, the Customer should not deal with UK energy management.

3.10 UK energy management shall not be liable for any act or omission of any Energy Supplier and/or Energy Provider.

3.11 This clause 3 shall survive termination of this Contract.

4. Data Protection

4.1 UK energy management is the data controller in relation to the information the Customer provides to UK energy management

4.2 The Customer agrees that UK energy management can:-

- 4.2.1 rely on the information which the Customer provides UK energy management to provide the Services and in all UK energy management's dealings with the Customer; and
- 4.2.2 store and process the information which the Customer provides UK energy management with on its computers, databases and any other way

4.3 The Customer agrees that UK energy management can use, analyse, assess and deal with the information provided by the Customer to UK energy management as follows: -

- 4.3.1 to provide the Services and to provide information about the Customer to Energy Suppliers and Energy Providers;
- 4.3.2 to comply with applicable law including any regulatory system applicable to UK energy management;
- 4.3.3 to operate and administer the Services supplied and recover amounts payable;
- 4.3.4 for assessment and analysis (including statistical, product and marketing analysis) including to identify services which may interest the Customer.

4.4 The Customer agrees that UK energy management can disclose the information provided by the Customer to UK energy management as follows: -

- 4.4.1 to UK energy management's service providers (including any data processors UK energy management or they may engage), agents or sub-contractors (including in connection with legal proceedings), on the understanding that they will keep the information confidential; to any person with whom UK energy management may deal in the course of providing the Services;
- 4.4.2 in response to enquiries made by credit reference or fraud prevention agencies or any other person UK energy management reasonably believes to be seeking a reference or credit reference in good faith;

- 4.4.5 to anyone to whom UK energy management transfers all or any of its rights and/or obligations in relation to the information provided;
- 4.4.6 to any person to whom UK energy management has a duty to disclose or to the extent that the law requires or permits UK energy management to disclose (including any governmental, regulatory or other relevant authority).
- 4.5 The Customer has rights under the Data Protection Act 1998, for example to be informed of the type of personal data held and its uses.
- 4.6 As UK energy management's business develops, the way in which UK energy management looks at, record and uses the information may change. Generally this will be because of changes in technology and in line with the Customer's expectations. If however UK energy management believes that the change is not obvious to the Customer, UK energy management will give the Customer notice. If the Customer is notified of a change and continues to subscribe to the Services for at least 60 days after the Customer is notified, then the Customer will have consented to that change (unless the Customer writes to UK energy management and tells UK energy management that the Customer does not consent).
- 4.7 In order to provide Services to the Customer, it may be necessary for the information which the Customer has provided to UK energy management to be transferred to someone who provides a service to UK energy management in other countries (including countries outside the EEA). The Customer consents to that. If UK energy management does so UK energy management will ensure that the person to whom UK energy management passes the information agrees to treat it with the same level of protection as if UK energy management was dealing with it.
- 4.8 The Customer agrees that UK energy management may record all conversations with the Customer and monitor (and maintain a record of) all e-mails sent by or to UK energy management. All those records are UK energy management's property and can be used by UK energy management in the case of a dispute.
- 4.9 UK energy management will add the information which the Customer has provided to UK energy management to its databases/store information manually for the purposes of informing the Customer (whether by letter, telephone (including text messages), electronically by computer or otherwise) about its services which may be of interest to the Customer. If the Customer does not wish to receive this information, please contact UK energy management.

5. General

- 5.1 UK energy management is a limited liability company registered in England & Wales under number 8491672 and whose registered office is at The Old Granary, Dunton Road, Laindon, Essex, SS15 4DB Email contactus@ukenergymanagers.com. If the Customer has a complaint or requires information in respect of the Services, or the Customer wishes to obtain a copy of the UK energy management complaints procedure, the Customer must contact UK energy management as above.
- 5.2 UK energy management shall not be liable for any failure to perform the Services or any delay in performing the Services to the extent that performance of the Services by UK energy management is prevented or delayed by reason of any act, event, omission or accident beyond the reasonable control of UK energy management (an "Event Outside Our Control") including: an act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, or machinery or equipment, failure or interruption of power supply or any electronic communication, transmission or information system, failure or delay of any third party in the performance of its obligations to UK energy management, fire, flood, storm or default of suppliers or sub-contractors. UK energy management will use reasonable endeavours to bring such Event Outside Our Control to an end and to perform the Services despite the existence of such Event Outside Our Control.
- 5.3 This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement (whether oral or written) between the parties relating to the subject matter of this Contract. The parties agree that in entering into this Contract, they do not rely on, and have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract.
- 5.4 The Customer shall not without the prior express written consent of UK energy management assign or otherwise transfer all or any of its rights and/or liabilities under this Contract in whole or in part. UK energy management may appoint sub-contractors to perform all or part of the Services and may assign or transfer its rights and/or liabilities under this Contract to any person in whole or in part, provided that UK energy management gives written notice to the Customer of such assignment or transfer. UK energy management can amend or replace this Contract in whole or in part by giving the Customer at least 30 days written notice of the changes; if the Customer notifies UK energy management in writing that the Customer objects to the changes then the changes will not be binding on the Customer, but in that event UK energy management reserves the right to terminate this Contract by 30 days written notice to the Customer. If no notice of objection is received the Customer will be deemed to have accepted the changes. Subject to the foregoing and the rights reserved elsewhere in this Contract for UK energy management to make changes, no variation to this Contract is valid unless in writing and signed by both parties.
- 5.5 No provision of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under the Act.
- 5.6 This agreement shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Contract.