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These are the terms and conditions of Dual Energy Direct Limited 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.

### WORDS & PHRASES

In these conditions the following definitions apply:

“Annual Price Review” means an annual review conducted by us of the prices paid by you for the Services.

“Annual Price Review Contract” means a contract on the terms set out in paragraph 5.2.

“Application” means the application form signed by you.

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

“Budget Plan” means fixed monthly payment by Direct Debit (as set out in paragraph 6.12)

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

“Contract End Date” means the date of expiry of the Initial Contract Period.

“Deemed Contract” means a contract for Services which arises in the circumstances set out at clause 15.1.

“Dual Energy” means Dual Energy Direct Limited.

“Early Termination Fee” means a fixed charge equivalent to your average monthly usage multiplied by the number of months remaining in the Initial Contract Period or Extended Period (as applicable).

“Extended Period” means any extended period following the Contract End Date.

“Extended Period End Date” means the date of expiry of any Extended Period.

“Fixed Price Contract” means a contract for a fixed price on the terms set out in paragraph 5.1.

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

“HMRC” means Her Majesty’s Revenue and Customs.

“Initial Contract Period” means the initial term of a Fixed Price Contract or Annual Price Review Contract as set out on the Application Form or Recorded Verbal Script.

“Micro Business” means a business which is any of the following: (a) consumes no more than 100,000 kWh per year of electricity, (b) has fewer than 10 employees (or their full time equivalent), and (c) has an annual turnover or annual balance sheet total of less than €2 million.

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

“Premises” means any part of any land or building or structure at which Services are supplied under this Contract.

“Prepayment Service” means a service provided by us that enables you to prevent your account from falling into arrears by paying for your electricity prior to consumption.

“Prepayment Tariff” means supply rates specific to the Prepayment Service.

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

“Renewables Obligation” means the main support scheme for renewable electricity projects in the UK, encouraging licensed suppliers to source an increasing proportion of their electricity from renewable sources.

“Security Deposit” means a deposit in such sum as we shall determine in our absolute discretion and held by us as stakeholder as security for any sums owed by you from time to time under this Contract.

“Services” means the provision of electricity.

“Service Start Date” means the Service Start Date as set out on the Application or as notified to you or as set out in 15.1.

“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.

“Supply Point” means the point at which the flow of Services to the supply address is metered.

“Standard Tariff” means the pricing for the Services at the rates set out at [www.dual-energy.co.uk](http://www.dual-energy.co.uk)

“Start Date” means the date the Contract starts as set out in paragraph 1.3 below.

“Supplementary Charges” means charges for additional or exceptional items relevant to the Dual Energy service as amended from time to time.

“Tariff” means the price shown on the Application Form or Recorded Verbal Script.

“Time of Use Tariff” means a Tariff related to the time of use of the electricity.

“we” and “us” and “our” in each case means Dual Energy or our appointed agents.

“Variable Rate” means the price we charge for electricity, when neither a fixed price nor a Deemed Contract applies and which is published as such from time to time at [www.dual-energy.co.uk](http://www.dual-energy.co.uk)

“VAT” means value added tax.

“Working Day” means any day which is not a Saturday, a Sunday or a public holiday in England.

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

## 1. THIS CONTRACT

- 1.1 We agree to provide electricity at the Premises you have specified.
- 1.2 The contract consists of these terms and conditions, the Application (if any) or the Verbal Recorded Script ("Contract").
- 1.3 Your Contract will start as soon as:
  - (a) you and we agree the Contract details over the telephone in the Verbal Recorded Script; or
  - (b) you submit a signed Application to us; or
  - (c) the provisions set out in paragraph 15 apply.
- 1.4 You agree that we may check your credit rating at the beginning and at any time during the Contract. If we are not happy with the credit rating we may:
  - (a) require you to pay a Security Deposit in accordance with paragraph 7;
  - (b) stop any process to transfer your supply to us in which case the Contract with you will end immediately.

## 2. OUR OBLIGATION TO EACH OTHER

- 2.1 You warrant 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.
- 2.2 You warrant that the Premises are currently connected to the electricity networks for the relevant Services, or that they will be when the Services are due to start.
- 2.3 You agree that you are responsible for all pipes, fittings, plant, wires and cables, equipment, and apparatus used in connection with the Services on your side of any meter and will maintain them in good working order and safe condition at all times.
- 2.4 We do not guarantee the supply of any Services to your Premises. Our supply of Services 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 11 below) gives you that right, and automatically takes effect from the date of this Contract.
- 2.5 You agree to pay all sums due under this Contract by the relevant due date including, without limitation, all of our charges due under clauses 5 to 7 inclusive.
- 2.6 You warrant that the Premises are wholly or mainly for non-domestic purposes and that there are no vulnerable persons on site and accept that the Services may be disconnected if any part of this agreement is breached.
- 2.7 You agree to notify us if the Premises start to be, or are anticipated to become, used for domestic purposes or if there is, or may be, a vulnerable person resident at the Premises. Should this occur, we shall be entitled to terminate the contract.
- 2.8 You agree to indemnify us against all obligations, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us arising out of or in connection with any loss or damage to utility metering equipment or components at your Premises including, without limitation, any removal or replacement costs.

## 3. START OF SUPPLY

- 3.1 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. In the event you have an export meter for a Feed-in Tariff we shall be entitled to terminate the Contract immediately and without notice.
- 3.2 Before we can make a supply of Services, 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.
- 3.3 We shall confirm in advance of the date when we shall start to supply the Services, which will be the latest of:
  - 3.3.1 a date which we have agreed between us;
  - 3.3.2 the earliest date when we can register you as our Customer.
- 3.4 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 shall be entitled to terminate the Contract immediately and without notice.

## 4. ACCESS TO PREMISES AND METERS

- 4.1 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:
  - 4.1.2 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 Services;
  - 4.1.2 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.
- 4.2 You agree to the installation of a Smart Meter by our appointed meter operator
- 4.3 Where access is not provided or installation of a Smart Meter is refused, we reserve the right to terminate this Contract immediately without notice.
- 4.4 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.
- 4.5 If we are not able to gain safe access to the meter, you will arrange for the necessary works to be carried out at your cost so that we can.

## 5. DURATION AND PRICE

- 5.1 The following terms shall apply to a Fixed Price Contract:
  - 5.1.1 the initial contract is for the Initial Contract Period;
  - 5.1.2 subject to clauses 5.3, 5.4 and 5.6 the price is fixed for the Initial Contract Period;
  - 5.1.3 we may write to you towards the end of the Initial Contract Period and will provide you with details of the price for the Extended Period and details of the Variable Rate:

- (a) if you agree the price for the Extended Period, the Contract will continue for the Extended Period at the agreed price;
- (b) if you do not agree the price for the Extended Period and do not terminate, the Contract will continue at the Variable Rate (subject to your right to terminate at any time on 30 days' notice);
- 5.1.4 alternatively to 5.1.3, we may write to you towards the end of the Initial Contract Period and offer you only the details of the price for the Extended Period. If you fail to indicate in writing that you do not agree the price and do not terminate, the Contract will continue for the Extended Period at the price so notified;
- 5.1.5 you have the right to give not less than 30 days' notice of termination at any time, which termination will take effect on the Contract End Date;
- 5.1.6 if you do give notice of termination the Contract will continue at the Variable Rate until a different supplier takes over your supply;
- 5.1.7 the same process in 5.1.3 to 5.1.6 shall apply at the end of any Extended Period on the basis that the Extended Period End Date is substituted for the Contract End Date.
- 5.2 Clause 5.1 shall apply equally to an Annual Price Review Contract subject to the following:
  - 5.2.1 we will write to you towards the anniversary of the Start Date and will give you details of the price for the period of 12 months following such anniversary;
  - 5.2.2 you have the right within 14 days of receiving the details in 5.2.1 to provide us with written evidence of one lower rate being offered by an alternative supplier (if any);
  - 5.2.3 within 14 days of receiving the written evidence you have provided strictly in accordance with 5.2.2 above, we will inform you whether we can match the rate offered by the alternative supplier;
  - 5.2.4 if we can match the alternative supplier's price, this price shall apply for the period of 12 months following the anniversary of the Start Date;
  - 5.2.5 if we are unable to match the alternative supplier's price, you shall have the right to terminate the Contract on giving 30 days' notice in writing;
  - 5.2.6 if you fail to give notice in accordance with 5.2.5 above, the Contract shall continue for the period of 12 months following the anniversary of the Start Date at the modified price.
- 5.3 Payment 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.
- 5.4 At any time during the Contract with you, we may by giving you 14 days' notice, increase the price we charge you to reflect any increase in our business costs which is due to any factor beyond our control. This will include but is not limited to increases in (a) the wholesale cost of electricity; (b), meter operation and reading costs; (c) costs relating to the transmission of electricity by the network operator; (d) usage or capacity related charges applied by your licensed electricity distributor and any new taxes and duties, and any increases in existing taxes and duties imposed on us in relation to your consumption of electricity.
- 5.5 The price excludes amounts in respect of VAT and Climate Change Levy which you shall additionally be liable to pay at the prevailing rate.
- 5.6 We may, by giving you 14 days' notice, at any time change your Tariff to a Time Of Use Tariff, provided that the metering at your premises has the necessary capabilities.
- 5.7 If you consume less than 1,200 kWh / month of electricity we shall have the right to change your Tariff.
- 5.8 In the event that we do increase the price in accordance with paragraph 5.4, you shall have the right to terminate the Contract by written notice on condition that it is received by us within 20 days of the notice of price increase.

## 6. BILLING AND PAYMENT

- 6.1 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.
- 6.2 We will calculate your invoice based on meter readings that we have obtained and validated. For any period for which we do not have a valid meter reading, we will estimate your consumption using information we have about your consumption history. You may not withhold payment because we have estimated any of your consumption of electricity.
- 6.3 You agree to pay each invoice in full (even if estimated) by Direct Debit, or an alternative payment method exceptionally agreed with you. Your invoice 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.
- 6.4 If you do not pay your invoices 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 5.3 above). Depending on your payment record, or our assessment of your creditworthiness, we may require you to prepay for the electricity you use.
- 6.5 We reserve the right to charge you interest for late payment on any outstanding amount as per the Late Payment of Commercial Debts (Interest) Act 1988
- 6.6 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 including the costs of any debt recovery agency and any legal costs and expenses.
- 6.7 Where you terminate any Services earlier than the Contract End Date or an Extended Period End Date we reserve the right to charge the Early Termination Fee. If you terminate before the Service Start Date there will be a fixed charge equivalent to three times your estimated monthly usage.
- 6.8 Should you fail to make payment of an outstanding amount or clear arrears within 30 days of invoice date, the supply of Services may be disconnected and we may pass your account to a debt recovery agency.
- 6.9 For each of the above events we reserve the right to charge the administration fee specified on our list of Supplementary Charges.
- 6.10 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 following receipt of the closing meter reading.
- 6.11 **Prepayment Service**
  - 6.11.1 We reserve the right to place your account and meter on a Prepayment Service at any time to avoid restricting the supply of Services 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 Services you use, including standing charges, and any outstanding debt, and accept responsibility for all this at all times.
  - 6.11.2 If your credit runs out, the supply of Services 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, it must also be repaid before the supply of Services 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 the supply of Services. If, in our reasonable opinion, the technical problem was caused by you, we will charge you for the engineer's visit.

## 6.12 Budget Plan

- 6.12.1 We may agree to accept or instruct 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, 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.
  - 6.12.2 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.
- 6.13 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).
- 6.14 If you are liable to pay the Climate Change Levy (CCL) you agree that we can supply you with electricity that is exempt from the 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 and that is not allocated by us to supplies that are not themselves exempt from CCL.

## 7. SECURITY FOR PAYMENT

- 7.1 In some circumstances we may require you to pay a Security Deposit. Circumstances in which we will do this include, but are not limited to, the following:
- 7.1.1 at the start of your Contract with us, if we are concerned about your ability to pay our invoices, 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;
  - 7.1.2 if the bills we send you are not paid in accordance with clause 6.3 above;
  - 7.1.3 if at any time we have had to refer your account to an external debt recovery agency;
  - 7.1.4 if you are the new occupier of your premises and are not yet under contract either with us or with any other supplier;
  - 7.1.5 if you instruct us to not collect daily usage data from your meter;
  - 7.1.6 if you cancel your Direct Debit Instruction
- 7.2 If we require 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.
- 7.3 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.
- 7.4 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:
- 7.4.1 at the end of your Contract with us, when you enter into a contract with another supplier and we cease to supply Services to you;
  - 7.4.2 when you vacate the Premises, either as owner or occupier.
- 7.5 We will be entitled to draw on funds held by us by way of a Security Deposit at any time for any 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 Security Deposit you will be required to replenish the taken amount upon demand.

## 8. OUR RIGHTS TO STOP SUPPLYING YOU

- 8.1 We will be entitled to discontinue, restrict or cut off the Services to your Premises in any of the following circumstances:
- 8.1.1 your account falls into arrears, and you do not pay off the arrears in full within 30 days of us asking you to;
  - 8.1.2 you do not pay in full any Security Deposit we have asked for in accordance with clause 7;
  - 8.1.3 you breach any of your other obligations under this Contract;
  - 8.1.4 we are required to cut off the supply of Services under any of the utility industry arrangements under which we operate;
  - 8.1.5 there is a risk of a danger to the public or damage to property if we continue to supply the Services;
  - 8.1.6 you commit a serious breach of our arrangements with you under this Contract (for example, if we reasonably believe that you have stolen electricity or deliberately interfered with a meter or with any part of the metering equipment);
  - 8.1.7 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;
  - 8.1.8 Ofgem, the transporter or the network operator tell us to do so.
- 8.2 In circumstances where we are entitled to discontinue the supply of Services, 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 of Services. 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.

## 9. RIGHT TO TERMINATE THIS CONTRACT

- 9.1 You can terminate this Contract by giving us notice strictly in accordance with the relevant provisions in clause 5 and arranging for an alternative supplier to take over the supply of electricity to your Premises.
- 9.2 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.
- 9.3 When we have had notice from you under clause 9.1 above and another supplier has taken over the supply of electricity to your Premises we shall prepare a final invoice or statement for you. Unless a Smart Meter is in place we may need to get a final meter reading for this.
- 9.4 When this Contract has ended, you must pay our final invoice 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.
- 9.5 Without prejudice to any other right or remedy available to us we may terminate this Contract immediately without notice if:
- 9.5.1 you are no longer the owner or occupier of the Premises;
  - 9.5.2 Ofgem directs another supplier to supply your Premises;
  - 9.5.3 we have stopped supply of all Services in accordance with clause 8;
  - 9.5.4 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;

- 9.5.5 you fail to pay a Security Deposit when required to do so;
  - 9.5.6 you fail to make any payment when it is due;
  - 9.5.7 you are using electricity for a different purpose than that for which we agreed to supply it;
  - 9.5.8 you become insolvent, go into liquidation, receivership or administration or compound with your creditors;
  - 9.5.9 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; or
  - 9.5.10 you breach any term of this Contract (other than those dealt with in clauses 9.5.1 to 9.5.9 inclusive above) and (if such breach is remediable) fail to remedy that breach within **7 days** of us notifying you of the breach.
- 9.6 Either party may end this Contract immediately if we are no longer licensed to supply Services at your Premises.
- 9.7 If you provide notice of termination and the supply of electricity to your Premises has not transferred to an alternative supplier by the date such notice is due to take effect, you will enter a Deemed Contract and pay our Standard Tariff.
- 9.8 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

## 10. LIMITATION OF LIABILITY

- 10.1 Nothing in these terms and conditions shall limit or exclude our liability for:
- 10.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents and subcontractors;
  - 10.1.2 fraud or fraudulent misrepresentation;
  - 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - 10.1.4 any other liability which may not be excluded by law.
- 10.2 Subject to clauses 10.1:
- 10.2.1 we shall in no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business opportunity, loss of goodwill, or for any indirect or consequential loss arising under or in connection with this Contract, or any special damage, whether aware of the circumstances in which such damage could arise or not; and
  - 10.2.2 subject to clauses 10.3 and 10.4, our total liability to you in respect of all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum which you have paid for the Services as at the date the liability arose.
  - 10.2.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.
- 10.3 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.
- 10.4 We will not be responsible for any loss or damage due to you tampering with the connection point/meter.

## 11. STANDARD TERMS OF CONNECTION

- 11.1 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 clause 16 below, "Standard Connection Agreement").

## 12. OTHER CONDITIONS WHICH APPLY

- 12.1 We may transfer all or part of this Contract to another licensed utility supplier. Any such transfer may or may not be publicised.
- 12.2 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 prior written consent.
- 12.3 We may stop or restrict the supply of Services 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 Services, or will restrict your use of the Services, in accordance with our instructions.
- 12.4 Nothing in these conditions affects any statutory rights you may have under law.
- 12.5 If any provision of the Contract is declared to be invalid or unenforceable by any competent authority, such finding will not affect the validity of the remaining provisions of the Contract.
- 12.6 The courts of England and Wales shall govern this Contract.
- 12.7 If a Micro Business changes from being a Micro Business during the Contract, there will be no termination or variation of the terms of the Contract.
- 12.8 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.
- 12.9 We may vary these terms and conditions at any time by notifying you in writing.. You agree that if you use the Services after the terms and conditions have been varied, you will be bound by the terms and conditions as varied.
- 12.10 If your meter has the required capability, we will attempt to collect detailed consumption data every day. We will store this data for the purposes of issuing accurate bills, forecasting future consumption, identify energy saving opportunities and preventing the theft of energy. If you do not wish us to do this, you can tell us not to. However, if we are prevented from collecting detailed usage data every day, then we will not be able to provide some Services that rely on daily consumption data. Also, if you prevent us from collecting consumption data on a daily basis then our ability to manage credit risk will be impaired and we will therefore require a Security Deposit. In any event, we will always have the right to obtain meter readings for the purpose of issuing you with invoices in a timely manner.
- 12.11 No provision of this contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.12 Any notice or other communication given to a party in connection with the Contract shall be in writing addressed to that party at it's registered office (if it is a company) or its principal place of business (in any other case) or in your case, the address shown on the Application or such other address as you have specified to us, and shall be delivered by pre-paid or other next Working Day delivery service or email.12.13 A notice shall be deemed to be received; if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting; if sent by email, one Working Day after transmission.



## 13. SAFETY AND EMERGENCIES

- 13.1 If you are aware or concerned about anything relating to the Services 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 of Services please contact either your local distribution company or our enquiry service.

## 14. DISCLOSURE OF INFORMATION

- 14.1 Information you provide or we hold (whether or not under the Contract) may be used by us, our employees and/or agents or given to and used by other companies in our group to:
- 14.1.1 identify you when you make enquiries;
  - 14.1.2 help administer any accounts, Services and products provided by us now or in the future;
  - 14.1.3 help us detect fraud or loss and to make credit checks;
  - 14.1.4 keep you informed about other services and products offered by us 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.

## 15. DEEMED CONTRACTS

- 15.1 A Deemed Contract applies when you move into premises where Dual Energy is the incumbent electricity supplier, and you have not formerly agreed a contract with us for the supply of Services. 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 Premises remain vacant and no new tenant takes up occupancy, the landlord shall be liable for the supply of Services and all associated charges under the Deemed Contract. In such circumstances you will be placed on our Standard Tariff 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 Services used in accordance with the Standard Tariff and the charges outlined in clause 6. We may also request a Security Deposit from you in accordance with the provisions of clause 7.
- 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 invoice which you must pay in full within 14 days of the date of invoice.
- 15.4 We may terminate the Deemed Contract and/or disconnect your supply of electricity at any time if any of the circumstances set out at clause 9.5 apply.

## 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. We have 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 the 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 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 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:

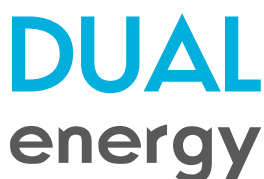
- you permanently stop having electricity delivered through that connection;
  - you no longer either own or occupy the Premises at which that connection is situated; or
  - any circumstances arise which legally entitle us to cut off your electricity supply to that connection and we write to you advising 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.



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