**Business Terms and Conditions**

**TERMS AND CONDITIONS**

**General Terms & Conditions for Businesses**

**Tru Energy Limited**
**Registered Office: Gable House, 239 Regents Park Road, London, N3 3LF**
**Registered Company Number: 09735909**
**v2.1 updated June 2020**

**Definitions**

**In this Agreement the following terms shall have these meanings:**

“Act” – the Electricity Act 1989 and the Gas Act 1986 as amended by the Utilities Act and regulations made thereunder, as applicable.

“Affiliate” – any holding company or subsidiary, or any subsidiary of a holding company, of a Party (or other person) or any related undertaking in which a Party (or other person) has a participating interest, in each case within the meaning of the Companies Act, 2006.

“Agent” – a Meter Operator, Data Collector, Data Aggregator, or an Agent appointed to provide Meter Reading and equipment services.

“Agent Service” – a service provided by an Agent.

“Agreement” – the entire content of the Welcome Pack, these Terms and Conditions, any annexes, appendices, and any document referred to in these Terms and Conditions.

“Authority” – the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem).

“Automated Meter Reading Equipment” – Metering Equipment that provides Agents with the ability to obtain details of your consumption remotely on a Half Hourly basis.

“Balancing and Settlement Code” – the code of that name brought into force pursuant to the Utilities Act 2000 as modified from time to time, “BSC” shall be construed accordingly.

“Capacity” – the total amount of electricity you may consume at a Metering Point in any given period as agreed with the relevant Network Operator, also known as Authorised Supply Capacity (ASC). In gas, this is your standard Off-take Quantity (SOQ).

“Charges” – the charges referred to in the Welcome Pack or as varied in accordance with these Terms and Conditions and any additional costs, charges and expenses set out in the Terms and Conditions.

“Climate Change Levy” (CCL) – a charge levied at the rate from time to time imposed, pursuant to the Finance Act 2000 and any regulations made thereunder or in connection with such charge.

“Communications Equipment” – equipment, wiring or other ancillary items that enable the transmission of data between the Premises and the Data Collector, Data Aggregator, Xoserve or other industry body, Tru Energy, Metering Equipment manufacturer or other authorised body.

“Confidential Information” - all information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as “confidential”), which relates to a Party (the "Disclosing Party"), or to its employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

“Consumption Profile Ratio” – ratio of electricity consumption between 5pm and 9pm to total electricity consumed during a day or multiple days.

“Controller”, “Data Subject”, “Personal Data”, “Special Categories of Personal Data” and “Processor” shall each have the meanings given in the applicable Data Protection Legislation

“Credit Bureau(x)” – a collector and compiler of data on individuals or businesses who makes such information available to subscribers allowing them to evaluate the financial stability of such individuals or businesses.

“Data Aggregator” – for electricity only, an Agent appointed to carry out the aggregation of metering data received from the Data Collector.

“Data Collector” – for electricity only, an Agent appointed to provide data retrieval and/or data processing services.

“Data Protection Legislation” means the European Union's General Data Protection Regulation (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the mandatory guidance and codes of practice issued by the United Kingdom's Information Commissioner;

“Disconnection” – the permanent removal of a meter, cabling and service from the Premises.

“Distribution Use of System Charges” – charges and fees made by a Network Operator for the use of its system to transport the Supply and, other charges made under the Use of System Agreement including Meter Equipment and operation services, data collection services, data aggregation services and settlement and registration services provided pursuant to the Settlement Agreement, MRA or otherwise.

“End Date” – the last date on which the current Charges and/or Pricing Mechanism shall be applicable. The End Date is shown on the Welcome Pack.

“Energy” – electricity and/or natural gas, as appropriate.

“Force Majeure” – an act of God, industrial action (except where solely restricted to employees of the Party claiming a Force Majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and act of Parliament or directive of a competent authority and any other cause which is beyond the reasonable control of the affected party. For clarity, a lack of funds shall not constitute Force Majeure.

“Good Industry Practice” – the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

“Half Hourly Meter” – electricity only, Metering Equipment used to measure the consumption of electricity on a half hourly basis.

“Isolate”, “Isolated”, “Isolation” – no Energy can flow directly or indirectly from a Network. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection.

"Law" – any law applicable in England, including statute, statutory instrument, proclamation, by-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instrument or common law.

“Licence” – a licence granted under the Act for the supply, distribution or transmission of electricity or gas.

“Meter Operator” – a person accredited and appointed pursuant to a Meter Operator Agreement who acts as Meter Operator in respect of Metering Equipment.

“Meter Operator Agreement” – an agreement between the Customer and/or the Supplier (as the case may be) and a Meter Operator.

“Metering Equipment” – devices used to measure the consumption of electricity and / or gas, located at the Premises

“Metering Point” – the point at which electricity or gas is metered prior to supply to your Premises, and at which title and risk in that Energy passes to you. There may be more than one Metering Point at each Premises.

“Network” – the local electricity or gas network, as applicable.

“Network Operator” – in respect of a Metering Point, the operator of the local network.

“Notice”, “Notify”, “Notification”, “Notified” – where information is required by either Party it shall be sent to that Party’s Notice Address.

“Notice Address” – for Notices from us to you, your registered office address or any replacement address nominated by you for Notices from you to us, the address indicated in the Welcome Pack or any replacement address nominated by us.

“Party” – either you or us, and Parties means you and us.

“Premises” – each of the Premises shown in the Welcome Pack.

“Qualified” – as defined in the BSC, and, in respect of Meter Operators, being a signatory to the Meter Operation Code of Practice Agreement.

“Register”, “Registered”, “Registration” – registration of Metering Points to a supplier in accordance with industry regulations.

“Security Breach” means any security breach relating to the Personal Data, whether or not such incident is sufficiently serious or substantial to justify notification to the Information Commissioner or other relevant supervisory authority in accordance with any Privacy and Data Protection Requirements, or sufficiently serious or substantial to give rise to a material risk of litigation by third parties affected by the breach.

“Start Date” – the date on which the customer’s meter point(s) are registered to Tru Energy and supply to the Premises under this Agreement commences. The proposed Start Date is shown in the Welcome Pack.

“Supply” – any electricity or gas supplied from time to time by us under this Agreement.

“Transmission Company” – National Grid Transmission (NGT) and/or any other holder of a Transmission Licence.

“Transmission Use of System Charges” – charges made by the Transmission Company in respect of use of the Transmission System to transport the Supply excluding balancing use of system charges.

“Welcome Pack” – our Statement of Charge and other Terms and Conditions applicable to the supply of electricity and gas to your Metering Points during an Agreed Supply Period.

“Working Day” – any day other than a Saturday, Sunday or public holiday in England and Wales.

1. **Introduction**

1.1. This Agreement governs the supply of electricity and/or gas by Tru Energy Limited to you as a business customer.

1.2. The Schedules, the Welcome Pack and this introduction forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules, the Welcome Pack and this introduction.

1.3. When you apply to us for the supply of energy, we will send you confirmation that we can accept your application and issue a Welcome Pack for the supply of energy to you.

1.4. No Agreement will be formed between us until:

1.4.1. In the case of an application by telephone, you have confirmed in the course of the call that you accept our quotation; or

1.4.2. In the case of an application in writing or online, 2 days after we send you a Welcome Pack and in accordance with clause 4.1 unless you tell us during that time that you do not want to continue with the agreement.

1.5. If there are any problems with your application we will contact you and attempt to resolve any issues. If this is not possible we will give you notice rejecting your application. We reserve the right to reject your application for any reason. Grounds for our rejection could include but are not limited to an unsatisfactory credit score or if your premises are found to have unsuitable metering equipment.

**2. The Agreement**

2.1. These Terms and Conditions together with our Welcome Pack form the Agreement between you and Tru Energy Limited.

2.2. No other terms and conditions will modify or form any part of these Terms and Conditions or of the applicable Welcome Pack unless such variation is agreed in writing and signed by both parties.

2.3. We are not currently a Feed-in Tariff provider. If you have a microgeneration installation on your premises, it is your responsibility to contract with an eligible Feed-in Tariff licensee for your microgeneration payments.

**3. Deemed Contract**

3.1. Means a contract between us and you which is deemed to have been formed on the terms of this Agreement because we supply gas and/or electricity to a property of which you are the owner or occupier, when you have not actively agreed to that supply by us.

3.2. Instances when this can happen include when:

3.2.1. you move into a rental property, if you do not take any action to move supplier;

3.2.2. you come to the end of a fixed-term contract and do not take any action to move to a different tariff.

**4. Contract Start Date**

4.1. This Agreement commences two working days after this Agreement is accepted (which may be a different day to the day on which supply commences) and shall continue until the later of:

4.1.1. the End Date; or

4.1.2. where you no longer have meters Registered with us.

4.2. The Charges and additional Terms and Conditions shown on the Welcome Pack shall apply for the duration of the Agreement, except where varied in accordance with these Terms and Conditions. After the End Date unless you renew the Agreement or written notice to terminate has been provided in accordance with these Terms and Conditions by either party, your supply will move to our variable tariff and these Terms and Conditions will continue to apply to the resulting deemed contract indefinitely unless otherwise agreed.

4.3. We will write to you prior to End Date reminding you of your right to terminate the contract.

**5. Charges**

5.1. Our Charges for supplying gas and/or electricity are set out in the Welcome Pack

5.2. You agree that you will pay all of the Charges and that all energy that passes through a Metering Point from the Start Date until termination of this Agreement (as amended or renewed from time to time) shall be treated as having been supplied under this Agreement.

5.3. Our Charges are based on the Energy consumed by you at the premises (unless stated otherwise below) as recorded by the Metering Equipment and calculated, based on a meter reading supplied by you, or taken by us, or our Agents or supplied automatically in the case of Automated Meter Reading Equipment. In the event that no meter reading is supplied, we will use an estimate formed on the basis described in Clause 9.7. The Charges to you start from the Start Date and, specifically, will include all or some of:

5.3.1. A wholesale unit price (p/kWh) that can vary by time of day and time of year

5.3.2. A non-wholesale unit charge (p/kWh), covering obligations including, but not limited to, DUoS, TNUoS, BSUoS and ROC.

5.3.3. A daily standing charge which is a fixed amount (p/day);

5.3.4. A capacity charge (p/kVA/day)

5.3.5. A pre-payment charge taken on or around the first day of supply, based on the annual consumption provided by you to us during sign-up (or given by you to us through a third party)

5.3.6. Any other charges associated with additional products or services taken out by you

5.4. We reserve the right to pass onto you any tax, duty or levy which is imposed upon us in relation to the supply of energy to you under this contract including (without limitation) Value Added Tax, Climate Change Levy (“CCL”), any carbon tax or other similar levies. In the event that your premises qualify for reduced VAT or other levy exemption, you must send us a valid HMRC declaration certificate. If you fail to do so, we reserve the right to bill you for VAT and CCL at the standard rates.

5.5. We shall also pass through to you any costs incurred for reactive energy or excess capacity levied on us by the Network Operator.

**6. Rights and Obligations**

6.1. Our obligation to supply energy to you under this Agreement is conditional on:

6.1.1. you confirming to us that (i) you have the authority to enter into the Agreement to purchase energy for consumption at the Site; or (ii) any representative or agent acting on your behalf has this authority; or (iii) you are the owner or occupier of the Site; or (iv) if you are a sole trader, you confirm that you are aged 18 or over; or (v) if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under your agreement;

6.1.2. you have duly passed any of our credit checks, and if requested, made an advance payment on your energy account, provided a security deposit or bond or acceptable guarantee;

6.1.3. the termination by you of your agreement with your previous supplier; and

6.1.4. each Metering Point being connected to the Network.

6.2. Our obligation to supply energy to Metering Points under this Agreement shall commence on the Start Date as set out in the Welcome Pack or on Registration of the Metering Points to us, whichever is the later.

6.3. You acknowledge that we cannot guarantee the Start Date and although we will take reasonable steps to ensure that it will be within 30 calendar days of the date on which this agreement is made this is an estimate only and shall not entitle you to any compensation or the right to terminate the contract (or any part thereof).

6.4. We will not be obliged to supply the Premises with more gas than can be supplied by the gas transporter or with electricity in excess of the maximum amounts you are entitled to take through the connection point.

6.5. At the time of entering into this Agreement we warrant that we have a valid License to supply under the relevant Act and you warrant that:

6.5.1. we shall be the sole supplier at each Metering Point for as long as the Metering Point is registered to Tru Energy;

6.5.2. all information provided by you or your agent is true and correct and is expected to remain so throughout the term of the Agreement unless varied by agreement between the parties and that you will notify us immediately of any material changes to your circumstances. You will indemnify us in full against any liability or loss we may suffer as a result of your breach of this warranty.

6.6. At the time of entering into this Agreement, you confirm that:

6.6.1. you have notified us of the details concerning any on-site generation or Automated Meter Reading Equipment at the Premises; and

6.6.2. you have provided us with the name, address and telephone number of your landlord, if applicable. If any of this information changes at any time during the Agreement you shall notify us at least one calendar month in advance or as soon as practicable thereafter.

6.7. Where you have an agreement with a third party for the provision of metering or services you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall be responsible and indemnify us for all costs incurred by us in relation to the metering or service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party equipment.

6.8. In respect of all meters not read remotely you shall take meter readings on the Start Date and at monthly intervals as requested by us and provide those readings to us within three working days. If you fail to supply such meter readings or if we or an Agent reasonably believe such readings are incorrect, then you agree to accept estimated meter readings provided by the Agent in accordance with Clause 9.7. We shall not be responsible for the accuracy of such meter readings.

6.9. If requested, you agree to provide a list of expected shutdown and holiday periods for each Premises. You also agree, if requested, to provide estimates of energy that will be consumed during these periods and that which would be consumed if such shutdowns or holidays were not to occur. These estimates shall be provided at least 7 days in advance.

6.10. In any case, you shall not exceed the Capacity agreed with the relevant Network Operator. If you exceed such Capacity we shall pass through to you any additional costs imposed on us by your Network Operator.

6.11. Where you cease to be the owner or occupier of a Premises you agree to give us as much notice as possible and at least 45 days and to provide us with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or occupier or the supply is permanently isolated by us or the Network Operator.

6.12. You may request Disconnection of any Metering Point at any time. You shall be liable for payment in advance of all costs reasonably associated with such Disconnection and, where required, any subsequent re-establishment of supply. Where such Disconnection is by way of permanent Disconnection this Agreement shall terminate in respect of that Metering Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place. The provisions of Section 12.5 - 12.6 will apply to any such Disconnection.

**7. Supply**

7.1. We do not guarantee you an uninterrupted supply of electricity, emergency or stand by capability under these terms.

7.2. We act on behalf of your electricity distribution network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms for Connection ("NTC") and agree to keep its conditions. This will happen from the time you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from your business. If you want a copy of the NTC please visit the NTC website at www.connectionterms.co.uk.

7.3. The characteristics of energy supplied to you are managed by your Network Operator and as such we have no control over the quality of such energy.

7.4. Your supply may be temporarily or permanently Isolated or you may be directed to stop using energy for the following reasons:

7.4.1. to avoid danger or as a result of an emergency or potential emergency; or

7.4.2. to enable maintenance or repair work to be carried out; or

7.4.3. in accordance with the Act or any industry agreements we have necessarily entered into in order to supply energy; or

7.4.4. for electricity only, by or on behalf of your Network Operator under the terms of your NTC; or

7.4.5. in connection with any Force Majeure event that affects the supply

7.4.6. where we are entitled to terminate the Agreement in accordance with these Terms and Conditions; **or**

7.4.7. you have materially breached this Agreement and, following our written notice to you, such breach has not been remedied by you to our reasonable satisfaction within a reasonable period having regard to the nature and severity of the breach and our ability to make the Supply to you

7.5. Where the supply of energy to any Metering Point has been disconnected or suspended due to an action or omission by you, then you shall indemnify us against any loss, liability or cost which we incur as a consequence. You shall pay the cost of reconnection and, if requested, provide a performance bond or security deposit.

**8. Credit and Security Cover**

8.1. You agree that we may check your credit status with credit reference agencies prior to offering any product or service to you and you consent to the use of your information (including the information described in Clause 8.3) by us and the sharing of such information with our credit partners and agencies.

8.2. If you are a partnership we may credit check all partners, or officers. If you are a limited company we may check all your directors.

8.3. We will record how you conduct your account including:

8.3.1. details of what you pay and when;

8.3.2. if you fail to pay a bill or in full; and

8.3.3. any outstanding debts due to us.

8.4. If, at any time during this Agreement, your credit risk status deteriorates to any degree as deemed by us and/or as reported by one or more Credit Bureau, or your account with us becomes overdue due to non-payment of invoice(s) in accordance with Clause 9.2, we may:

8.4.1. demand immediate payment of all overdue invoice(s) (where invoices are disputed Clause 9.10 shall apply); and/or

8.4.2. on sending a written notification to you amend your payment terms

8.4.3. demand an additional payment on account, security deposit or other form of security and/or guarantee equivalent to our estimate of the value of gas and/or electricity which will be incurred by you during 3 (three) months of Supply and which is to be put in place within seven (7) calendar days of such demand. Failure to meet any of the above conditions shall be deemed a material breach and we may terminate the Supply and Clauses 12.5 and 12.6 shall apply.

8.5. If you provide cash as security cover we will return any balance after deducting any sums due to us once you have transferred to a new supplier. No interest will be paid on sums provided as security cover.

**9. Billing and Payment**

9.1. We will invoice you on a regular basis set out in the Welcome Pack for all energy supplied to the Premises and any other amounts due under this Agreement.

9.2. You shall be responsible for payment of all Charges relating to energy supplied to the Metering Points. Charges may apply even where energy is not being consumed at the Premises. If you fail to pay us we may:

9.2.1. remotely disconnect your supply via your meter;

9.2.2. issue legal proceedings against you to recover any monies owed;

9.2.3. charge you additional costs, including our credit management and debt recovery costs.

9.3. The Charges may include commission paid to a broker or consultant acting on your behalf. It is your responsibility to ensure that you fully understand the nature of such third party intermediary fees. If you dispute any such fee you should seek to resolve the dispute with that third party intermediary. We shall not be obliged to reimburse any proportion of our Charges which you have paid (whether or not such portion relates to a third party intermediary’s fees) in the event of any such dispute.

9.4. You agree to pay the Charges in accordance with these Terms and Conditions and any tax, levy, duty or other impositions in accordance with legislation in force or with industry agreements.

9.5. You agree to settle our invoices by bank transfer or Direct Debit payment, which will be collected as agreed in the Welcome Pack.

9.6. Where we fail to collect payment (other than as a result of our own act or omission):

9.6.1. We will notify you and attempt a further collection by Direct Debit within five days. If we subsequently fail to collect payment within a further 14 days you will be deemed to be in material breach and we may give notice of termination if the Direct Debit is not re-instated and full payment is not received within five working days; and

9.6.2. We will charge you, and you will be liable for, interest on the sum according to the Late Payment of Commercial Debts (Interest) Act 1988. The rate of interest in such circumstances will be the Bank of England base rate plus 8% and shall be applied from the later of the due date for payment or 30 days after you have received our invoice until (and including) the date on which payment is actually received by us in full. Interest on late payments shall be applied monthly and shall continue to accrue notwithstanding the expiry of termination of this Agreement for any reason. In addition, we may charge you an administration fee for costs incurred by us as a result of such late payment, including credit management and debt recovery costs.

9.7. If an Agent’s meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading or our reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable and once an actual meter reading has been obtained. For the avoidance of doubt, estimates will be provided on the following basis:

9.7.1. For a half-hourly meters, estimates will be created based on a view of historical supply (e.g. this period last year); and

9.7.2. For non-half-hourly profiled meters we will use the appropriate industry standard profile as relevant for each meter during the period of estimation multiplied by the EAC associated with each meter for electricity.

9.8. Any costs incurred by us as a result of meter reading visits outside the normal meter reading cycle, change of measurement class, upgrades, transfer of metering equipment or other charges levied by industry participants will be chargeable.

9.9. If you reasonably believe you have a dispute about any amount invoiced by us you shall Notify us and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute you shall pay the undisputed part of the invoice after an agreement is reached or any proceedings determined, any amount payable shall be paid within seven working days together with interest accrued in respect of the amount in accordance with Clause 9.6.2**.** After resolution or determination any money owing to you will be credited to your account.

9.10. All Charges described in the Welcome Pack or otherwise stated are exclusive of VAT which are payable at the applicable rates, as shown in the invoice from time to time.

**10. Changing the Agreement**

10.1. In addition to any other provisions of these Terms and Conditions, we may vary the Charges or pass through any higher or additional costs:

10.1.1. if information provided by you, your representative or Agent is incorrect or incomplete;

10.1.2. as a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of Energy to suppliers, during an emergency of a civil, Energy supply or other nature;

10.1.3. if any changes made to your supply after the date of this Agreement result in an increase or decrease in third party charges;

10.1.4. where a pass through of Charges is indicated in the Welcome Pack;

10.1.5. where pass through of third party charges is not indicated in the Welcome Pack but where a change in such charges occurs as a result of a change in law, industry agreements or a substantial change introduced by the Authority or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;

10.1.6. you do not have or cease to use your own Agents; and/or as expressly provided for elsewhere in these Terms and Conditions;

10.1.7. If you have a half-hourly meter installed (and are therefore quoted and settled on your unique energy profile), you agree that if any planned change to your Supply after the date of this Agreement is forecast to result in a change of greater than 20% in the amount of energy expected to be consumed or in your expected Consumption Profile Ratio over the following 12 months; or

10.1.8. otherwise at any time by giving you 30 calendar days prior written notice of intended variation to the Charges. In this case, you may terminate the agreement by providing 30 calendar days’ notice even if the notice period set out in the Welcome Pack is longer.

10.2. Except as expressly provided for in these Terms and Conditions, this Agreement may only be varied in accordance with clause 20.

**11. Metering**

11.1. The Metering Equipment must at all times comply with the Act and be appropriate to supply all apparatus connected to it. In the event that we become aware that any part of the Metering Equipment is not suitable, we may arrange for installation, maintenance or replacement of the Metering Equipment and you shall pay the costs incurred.

11.2. Where it is a condition of our Supply License that Automated Meter Reading Equipment is installed in respect of a Metering Point, you shall cooperate with us and our Agent to enable us to meet our obligations. If we or our Agent visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.

11.3. If you have an existing Agreement in place with a Meter Operator for Metering Equipment provision and maintenance you may request that we appoint such Meter Operator, but we reserve the right to appoint our own.

11.3.1. In all cases, you shall give us at least one calendar Months’ Notice before the appointment is due to take effect and you shall be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment.

11.3.2. We may reject or delay appointment of a Meter Operator of your choice where we have reasonable grounds to do so. You shall not have more than one Meter Operator at any one time to perform the relevant Agent Service for each Metering Point. All Meter Operators must be Qualified and if your Meter Operator ceases to be Qualified we will appoint a replacement and recover from you all costs reasonably incurred. You shall indemnify us against all costs and expenses we may incur in relation to the appointment of a Meter Operator hereunder.

11.4. You shall Notify us as soon as practicable where changes are made to any Metering Point.

11.5. You shall provide us and the relevant Agents with safe and reasonable access to the Metering Points at all times. You shall not obstruct access to a Metering Point at any time and you shall ensure that, where access to a Metering Point requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Point shall not be unduly delayed as a result of non-availability. If we or Agents are unable to gain safe and reasonable access to a Metering Point at any time we may Notify you of the situation and, if it is not rectified to our satisfaction within two Months of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.

11.6. The Metering Equipment shall be deemed to be accurate unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, the Metering Equipment shall be examined in accordance with the Act as soon as practicable. Except where the Meter Operator is appointed by us, you shall be responsible for all costs incurred if the meter is found to register inaccurately beyond that permitted under the Act. If the meter is found to register accurately then the cost shall be paid by the Party issuing the Notification.

11.7. You shall notify us as soon as reasonably practicable if you believe there has been damage to or interference with the Metering or Communication Equipment or interruption to a communication signal and you agree to provide us with all information which we may reasonably require. If you wilfully damage or interfere with any Metering or Communication Equipment or interrupt a communication signal we may immediately terminate the Supply, the provisions of Clauses 12.6 and 12.7 shall apply and you shall indemnify us for all costs reasonably incurred.

11.8. If a property has smart metering, you consent to us obtaining, storing and using consumption data from the smart metering. We will only use this data for the purposes of optimising settlement and forecasting; identifying energy efficient savings and products; and the monitoring and control of potential energy theft.

11.9 We do not provide supply to Premises where a non-smart or non-Secure brand pre-payment meter is installed. In the event that you become the Registrant or we are the Registrant of a site where such metering is installed you will pay in full, the cost of amending such metering systems prior to us supplying you. Any costs incurred by us as a result of a failure to meet this condition can be passed through to you.

**12. Ending the Agreement**

12.1. We may enter an objection under the customer transfer process and prevent an alternative supplier from Registering the Metering Point:

12.1.1. if you arrange to transfer to an alternative supplier before the End Date in breach of this Agreement; or

12.1.2. if you have outstanding, overdue, undisputed invoices; or

12.1.3. if an alternative supplier attempts to Register a Metering Point in error; or

12.1.4. where registration of a Metering Point would be in breach of industry regulations.

12.2. Either party may terminate this Agreement for convenience any time after Start Date by giving notice to the other Party that is at least the Notice of Cancellation Period set out in the Welcome Pack. Where you exercise such right to terminate before the End Date then you will be liable for any reasonable costs incurred by us and, unless otherwise agreed by the Parties, such costs shall include costs associated with the sale of any existing forward energy contracts that have a delivery date after the termination date, including any losses incurred on the same contracts

12.3. Either Party may terminate this agreement, such notice to specify the effective date of termination if;

12.3.1. The other Party commits a material breach of the terms of this Agreement other than as a consequence of force majeure and has not remedied the same (if it is capable of remedy) within thirty (30) days of being given notice in writing by the other Party specifying the breach and requiring its remedy; and

12.3.2. Without prejudice to Clause 13.3, the other Party is prevented from performing its material obligations hereunder due to a Force Majeure event for a period of three (3) months

12.4. We may immediately terminate the Supply in respect of any one or more Premises if:

12.4.1. you fail to pay your bills in full and on time;

12.4.2. you are deemed in accordance with law to be unable to pay your debts, (as defined in Section 123 of the Insolvency Act 1986), you propose a voluntary arrangement or any legal proceedings or other steps are taken in relation to: your winding-up or liquidation; the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of you or your assets; a composition, assignment or arrangement with your creditors or

12.4.3. you cease to be a party to or are in material breach of your obligations under the Network Operator’s terms of connection; or

12.4.4. you have not obtained landlord's consent which is required for us to become a supplier of energy to the property; or

12.4.5. any of your management have been involved in a business which has vacated or ceased trading at any of the Premises or at your registered address with overdue energy payments outstanding to us under a separate agreement; or

12.4.6. Ofgem directs another supplier, instead of us, to supply the property; or

12.4.7. there is a risk of danger to the public if the supply is continued;

12.5. In respect of Metering Points that remain Registered to us after the termination of the Supply these Terms and Conditions shall remain in force except that you may arrange to transfer your supply to another supplier subject to the conditions of Clause 12.1

12.6. Your final invoice shall be based on the closing meter read or, where appropriate, the terms of Clause 9.7 shall apply. Where a Metering Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator.

12.7. If the Agreement is wrongfully terminated by you, for example without the requisite notice set out in the Welcome Pack, or terminated by us as a result of a material breach of these Terms and Conditions by you, without prejudice to our right to pursue any additional legal remedy, we may charge you a termination fee to recover any reasonable losses, energy costs or expenses that we incur as a result of your early termination.

12.8. Termination of this Agreement shall not affect any rights or obligations that may have accrued prior to the date of termination.

**13. Liabilities and Force Majeure**

13.1. Nothing in this Agreement shall exclude liability for death or personal injury resulting from the negligence of a Party. Apart from this, and except where otherwise specifically identified in Clauses 6.5.2, 6.7, 7.5, 11.3.2, 11.7**,** each Party’s total liability to the other Party shall not exceed six times the average monthly payment due from you for the affected Premises or 20,000 whichever is the lesser.

13.2. Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.

13.3. Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement to the extent that the performance of the affected party is prevented due to Force Majeure. The affected Party shall notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued immediately upon the ending of the circumstances of Force Majeure.

13.4. We shall not be liable to you if the energy supply has been stopped due to a shut down or interruption caused by the Network Operator, your agents, or any action taken by you.

**14. Notices & Termination**

14.1. Notices to you under this Agreement will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received two working days after we have sent it to you, unless we receive evidence to the contrary.

14.2. Notices of termination on your existing contract with us should be emailed to info@truenergy.co.uk, or sent by post to Tru Energy Ltd, Gable House 239 Regents Park Road, London, N3 3LF. If sending notice via post, please allow at least two weeks for notice to be received by us.

**15. Data Protection**

15.1. Although we acknowledge that the Data Protection Legislation ultimately determines status, you and Tru Energy Ltd are of the view that we shall each be Controllers in respect of any Personal Data that you and Tru Energy Ltd received through the provision of the supply of electricity or gas to you pursuant to this Agreement.

15.2. You and Tru Energy Ltd agree to provide reasonable assistance as is necessary to each other to enable the other to facilitate:

15.2.1. Data Subjects’ exercising of their rights under the Data Protection Legislation; and

15.2.2. (where applicable) the handling of any Security Breach, in an expeditious and compliant manner.

15.3. You and Tru Energy Ltd acknowledge that each party:

15.3.1. shall ensure that they have a legal basis (or a “processing condition” as referred to in Data Protection Legislation) to process any relevant Personal Data;

15.3.2. undertake to inform the Data Subjects, in accordance with Data Protection Legislation, of the purposes for which they will Process any Personal Data and provide all of the information that we must provide, to ensure that the Data Subjects understand how their Personal Data will be processed;

15.3.3. shall not retain or process the Personal Data for longer than is necessary to carry out the relevant purpose (“Purpose”) and will delete the relevant Personal Data when the Purpose is complete;

15.3.4. shall notify the other as soon as reasonably practicable after becoming aware of a Security Breach (even if such breach has not yet been fully investigated); and

15.3.5. shall ensure that any data transferred outside of the EEA is treated securely and in compliance with either the EU-US privacy shield or the EU Model Clauses.

**16. No Partnership**

16.1. Nothing in this Agreement is intended to, or shall, operate to create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise bind the other in any way or to hold itself out in its advertising or otherwise in any manner that would indicate or imply any such relationship with the other

**17.** **Third Party Rights**

17.1. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement but that does not affect any right or remedy of a third party that exists or is available apart from that Act.

**18. Waiver and cumulative remedies**

18.1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or exercising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.

18.2. The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies provided by law or otherwise.

**19. Miscellaneous**

19.1. This Agreement forms the entire agreement between the Parties and contains all agreed representations, warranties and undertakings and supersedes any previous agreement, representation or understanding between the Parties

19.2. Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representation or undertakings that were made by, or on behalf of the other Party at any time before its agreement, other than those set out in this Agreement**.**

19.3. Each Party waives all rights and remedies which might otherwise be available to it in relation to such statements**.**

19.4. Nothing in Clause 19.2 or 19.3 shall exclude or restrict the liability of either Party arising out of fraudulent misrepresentation or fraudulent concealment.

19.5. We may assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of our rights (including the right to recover unpaid charges) or interests and liabilities under the contract, and sub- contract any of our obligations under the contract, in each case without your prior consent and without any obligation to provide notice. You are not entitled to transfer the benefit or burden of this contract to another party without our prior written consent.

19.6. The agreement (and all contractual and non-contractual matters arising in relation to it) will be governed by and read in accordance with the laws of England, and subject to the jurisdiction of the courts of England and Wales.

19.7. All information in this Agreement is confidential and, other than as provided for herein, no Party shall disclose the Confidential Information, except to Subsidiaries, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfil obligations under this Agreement, and that they keep such information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law. We may:

19.7.1. disclose any information relating to you to allow us to perform our obligations under this Agreement;

19.7.2. share information about your account and payment history with credit agencies; and

19.7.3. disclose information as we are required to do by law or to regulators from time to time

19.7.4. disclose information to third parties contracted by us to recover sums due to us under this Agreement; and

19.7.5. disclose information relating to you or this agreement to our Affiliates and business partners for the purpose of providing you with other offers and products.

19.8. If any provision of this Agreement is found, by a Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect

19.9. Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Agreement or at law. The Agreement shall apply during the dispute resolution process.

19.10. We reserve the right to change these Terms and Conditions but will notify you in writing if we need to do so.

**20.** **Modification or Variation**

20.1. Except as expressly provided for in this Agreement, no modification or variation of this Agreement, shall be valid unless it is in writing and signed by or on behalf of each of the Parties. For the avoidance of doubt, no modification or variation of this Agreement will be valid if made by e-mail.

20.2. Unless expressly agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the right and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.