

Please read these terms and conditions carefully so that you fully understand your obligations.

A. Introduction

1. Symbio Energy LTD is licensed to supply electricity to domestic and non-domestic premises.
2. These terms and conditions refer to SYMBIO ENERGY LTD but in relation to electricity this also means Symbio Power Ltd.
3. References to "we", "us" or "our" means SYMBIO ENERGY LTD entity and "you" or "your" means the person or business being supplied or intending to be supplied by us. Words and phrases highlighted in bold are defined in section N and shall be construed in accordance with the meanings given to them therein.
4. We may carry out credit checks prior to agreeing to supply you with energy. For this purpose, we may undertake searches with credit reference agencies and you should note that such agencies may keep records of our search.
5. We agree to supply to you, and you agree to receive and pay for the energy supplied by us to the site in accordance with these terms and conditions together with any rules and/or regulations made from time to time under the Acts as well as any other relevant primary or secondary legislative provisions. You agree and understand that this contract is legally binding and you must carry out your obligations. In advance of the contract you have confirmed that:
 - a. you are the owner or occupier of the site or you have the authority to enter into a contract to purchase energy for the site;
 - b. the site is connected
 - c. you will provide suitable credit references and security cover, if requested by us;
 - d. you will provide a best estimate of the EAC for each site.
6. We operate a paperless e-billing system. You therefore agree that you will no longer receive a paper bill. You therefore agree to the following:
 - a. You will provide a valid email address/account to receive your monthly bills;
 - b. The accuracy of the above email address/account is entirely your responsibility and in particular, but without limitation, should that email address/account become invalid or if you wish notification of your bill to be sent to a different email address/account it shall be your responsibility to notify us. You shall be fully liable for any bills of which notification have been sent to your previous email address/account;
 - c. If you do not receive your bill via the paperless billing system then it is your responsibility to inform us;
 - d. SYMBIO ENERGY LTD reserves the right to refuse to use the paperless billing system for any reason whatsoever in its absolute discretion;
 - e. All bills of which are sent to you by email and/or paper are payable to SYMBIO ENERGY LTD and are due and payable as set out at section F below. You shall remain fully responsible and liable to pay any bills of which notification has been sent to the email address you have specified regardless of whether or not you access that e-mail account and read the relevant email, or are disconnected from your email account for any reason or fail to read the relevant notification;
 - f. SYMBIO ENERGY LTD cannot guarantee uninterrupted and/or reliable access to the paperless bill service and makes no guarantees whatsoever as to its operation, availability, functionality, that it will be free from error or disruption or otherwise.
 - g. You may request to receive paper bills if you prefer but this will cost an extra £20 per year.
8. All electricity contracts require that the site has or is fitted with a SMART meter and by entering into this contract you agree that you will allow us to install such a device (if one is not already fitted). If we are unable to fit such a device due to technical reasons then this will not alter the contractual agreement between us.

B. Contract Forms

1. The contract is between us and you and is subject to these terms and conditions. The terms and conditions cover
 - a. Fixed price contracts billed monthly:
 - i. based upon your electricity usage;
 - ii. in equal amounts based upon your estimated consumption of electricity over the fixed term;
 - b. Contracts where initial prices, subject to certain conditions, may vary in the future, billed monthly:
 - i. based upon your electricity usage;
 - ii. in equal amounts based upon your estimated consumption of electricity over the fixed term or, when prices change, over the remaining fixed term;
 - c. Tracker contracts, that track wholesale energy and other cost movements, billed monthly:
 - i. based upon your electricity usage;
 - ii. in equal amounts based upon your estimated consumption of electricity over the fixed term or, when prices change, over the remaining fixed term;
 - Price tracker contracts will be reviewed every April and October over the course of the contract.
 - d. Default rates, where the payment terms agreed for contract forms 1-3 are not maintained by the customer, we will set a default rate as we may reasonably determine that will apply until such time as you return to the payment terms required by the contract.
 - e. Out-of-contract rates, where an existing contract has expired and a new contract has yet to be agreed by you. Actual usage, or deemed usage in the absence of monthly data, will be billed monthly at a rate we may reasonably determine.
 - f. Deemed contracts, where there is no current or recent contract between you and us for the supply of electricity to the premises. Actual usage, or deemed usage in the absence of monthly data, will be billed monthly at a rate we may reasonably determine.
2. Contracts in 1.b may see price changes for electricity in the event of significant changes in wholesale market energy and other costs of electricity respectively or in the event of significant increases in charges for transmission, distribution or metering services.
 3. Clause 1.d is triggered by your failure to maintain payment by Direct Debit as agreed and therefore the prices applied incentivize a prompt return to this required payment method.
 4. Out-of-contract prices in 1.e and 1.f reflect the short-term nature of the contractual relationship and the inherent and increased commercial risks borne by us. Therefore prices will normally be in excess of standard contract forms in 1-2 above.
 5. The specific details of your contract, details about your site or sites, the fixed term, prices and the contract renewal process, including the renewal date, will accompany these terms and conditions.
 6. For the avoidance of doubt the contract prices agreed are based on current industry data that has been provided to us. If this data is found to be inaccurate or incorrect then we reserve the right to vary the prices either up or down. If this is the case SYMBIO ENERGY LTD will notify you in writing.

C. Registration

1. We will seek to supply energy to you under this contract provided that we can confirm the address of each site supply point and MPAN and that there is nothing to prevent us being registered as your supplier.
2. When necessary, you will help us become registered as your supplier including arranging for any transfer objections to be lifted, if we request you to do so.
3. In the event that we are delayed in registering as your supplier we will not be liable for any loss you suffer as a result.

D. Contract start and operation

1. We shall provide the supply to the supply point at each site with effect from the supply start date on and subject to the terms of this contract and in accordance with regulations from time to time made under the Acts.

2. The contract shall be on these terms and conditions only. This contract shall continue for the fixed term as a minimum or until termination is given.
3. Once the fixed term has expired the contract will be supplied on our standard tariff (www.symbioenergy.co.uk/prices)
4. Where you serve notice of termination but you do not enter into a new contract with SYMBIO ENERGY LTD or a new supplier within 24 hours of the end of the fixed term, so that the new supplier is your actual supplier of electricity in place of us after the end of the fixed term, we will continue to supply you on these conditions but subject to our standard tariff until your transfer has occurred.
5. If we supply you with electricity under this contract, you are also entering into a standard connection agreement for your electricity with your local electricity network operator as described below, where "your supplier" means us. Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the connection at which your network operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 6th floor, Dean Bradley House, 52 Horseferry Road, London. SW1P 2AF. Phone: 0207 706 5137
Website: www.connectionterms.co.uk

7. We shall have the right to object to you transferring the supply to another supplier if:
 - a. changing supplier would put you in breach of any part of this contract and its legitimate extension;
 - b. you have not paid all the charges due under this contract and/or a deemed contract;
 - c. the new supplier agrees with us that the transfer was started in error.
8. If we have to object to your transfer to a new supplier of energy because you owe us any sums here under, we reserve the right to advise such third party supplier of any sums owed to us by you.

E. Charges

1. You agree to pay us for supplying electricity and for other charges which apply under this contract (such as those described in paragraph 4 below).
2. Subject to paragraph B, our prices for supply for each site are set out in the Additional Information Letter for that site. Our prices may also include a standing charge.
3. We will charge you our deemed prices for the electricity you use at each site, until we agree to new contract details for that site or you transfer to a different supplier (see B.1e above).
4. We may also charge you for extra items that are not set out in your Additional Information Letter. These may also include;
 - a. our reasonable costs that we have when we try to get back money you owe us (when you do not have a genuine reason to disagree that you owe us money);
 - b. our reasonable costs of stopping, disconnecting or reconnecting your supply;
 - c. our costs for transporting or distributing electricity to the site (if these are not included in our supply prices);
 - d. a charge for meters or metering equipment;
 - e. our reasonable costs if you break any of the terms and conditions of this contract, including costs we have to pay to get back money that you owe us (including administration costs and costs that we have to pay for coming to your site to ask you to pay us the money you owe);
 - f. our reasonable costs if you fail to keep an agreed appointment with us or our agents at a site;
 - g. our reasonable costs if you interfere with your electricity meter or steal electricity;
 - h. our reasonable costs if you prevent us or our agents from reading or working on your meter;
 - i. our reasonable costs of transferring a site back to your old supplier, where you no longer own or use the site you have told us to supply;
 - j. reading your meter when you ask us, if this is more often than we must read it by law; or
 - k. making and sending copies of any documents we have already given you.
5. If you owed us any money before the date this contract started (for any of your addresses we supply, including for a deemed site) this means you will also owe it us under this contract. We have the right to take any money you send us off any money you owe us.
6. If your meter also supplies other addresses that you do not own or use, you will be responsible for paying us for all the electricity that is used at the other addresses.
7. You will be responsible for paying for the electricity that is used at your sites unless a tenant or occupier that we have authorised has taken over responsibility for the supply. You must tell us if a tenant or occupier moves into a site and send us details of the tenant and meter readings.
8. If your account is in credit for a particular supply (electricity) you agree that we may use this credit to offset any debt relating to the alternative supply.
9. We have the right to charge you for extra services you ask for. We will tell you about these before we give you the service from time to time.
10. All our prices and other charges are affected by UK tax or duty, including VAT on supplies of electricity to the site. This will be at the standard rate

F. Payment Terms

1. All payments due to be made by you to us under this contract shall be made by direct debit. No other transfer of funds will be permissible unless agreed by us in advance and in writing.
 - a. Charges under this contract are exclusive of VAT, and any other tax, levy, duty or charge. You shall pay to us on production of the appropriate tax invoice or other certificate the amount of any United Kingdom tax, duty or impost on electricity on the processing, sale or supply of electricity which is payable by us in respect of the electricity.
2. If you dispute any bill or invoice this will not entitle you to withhold payment of any or all of the bill.
3. Should the direct debit instruction not be in force, be honoured by your bank or cancelled at any time we reserve the right to increase the contract price to the then default rate. The prevailing default rate will be provided by us with the specific contract details (which accompany these terms and conditions) and we reserve the right to charge you at that rate, as amended, until the end of the month during which the direct debit is reinstated or, at our discretion, a further calendar month thereafter.
4. In certain circumstances we may decide to place you on a budget plan whereby you shall make equal monthly payments based on anticipated energy usage for the following 12 month period. We shall notify you of our decision in writing and the budget plan shall come into force either at the commencement of the supply by us or on the first day of the calendar month after notification.
5. For each site the following provisions shall apply:
 - a. Where contracts provide for monthly bills to be based upon actual monthly usage, we will invoice each month those sums to be charged to you as follows:-
 - (i) for any daily-read or monthly-read meter the quantity of electricity actually consumed by you in that month shall be charged at the contract price. If no meter readings are available at the end of any month, we may substitute our best estimate of the quantity consumed.
 - (ii) for any meter which is not read daily or monthly, the quantity of electricity shall be estimated using industry profile data for the appropriate month or period, and be charged at the contract price. In the event that the meter is read, the electricity actually consumed by you at the site may be reconciled by us and included in the invoice. We reserve the right to vary the estimate of consumption from time to time to take into account the actual quantity of electricity supplied. We shall give prior notice of such variations to you.
 - (iii) if we consider that the amount of electricity supplied or likely to be supplied in any month is disproportionately less than the anticipated quantity, you may be charged the unrecovered agency charge.
 - b. Where contracts provide for monthly bills to be based on a proportion of usage of the fixed term, or the remaining fixed term, we will invoice each month those sums to be charged in line with the specific contract details that accompany these terms and conditions or as amended, in writing, over the course of the contract.

c. You shall pay the amount due in respect of each invoice within ten days of date of invoice ("the due date"). Failure to pay the amounts due by the due date shall entitle us to charge a "late fee" at its then applicable rate, such charge to be added to the subsequent invoice issued by us. In the event that you fail to pay the subsequent invoice or you have paid later than the due date, we shall be entitled to instigate a site visit for the purpose of:

(i) establishing your current trading position; and
(ii) obtaining an independent meter reading to allow reconciliation of your account. We are entitled to charge a "referral fee" at our then applicable rate and any such referral fee shall be included on the invoice issued by us subsequent to such site visit.

d. Where an invoice has been subject to an estimate and your actual consumption of electricity for the relevant period at the applicable rate plus any other amounts payable by you for that period either exceed or is less than the amount estimated for that period, a reconciliation amount shall be calculated by us from time to time (but not less than once in every 12 months). The reconciliation amount is calculated by reference to the amount by which your actual consumption of electricity for the relevant period at the applicable rate (plus any such other amounts payable by you for that period) exceeds or is less than the amount estimated for that period, on a pro-rata basis, of the minimum payment as calculated by us from time to time. Unless the reconciliation amount is within 20% of the amount estimated for that period, as soon as possible after completing the reconciliation calculation we will send you a reconciliation invoice or credit note and we may vary any monthly instalments payable by direct debit accordingly. If we have consented to payment terms other than by direct debit, any additional amount due may be paid by you to us by bank transfer within 10 days of the reconciliation invoice or a credit amount may be made to your account by us. If you request an account reconciliation we may, at our discretion, charge an administration fee at a rate we may reasonably determine.

e. If payment is not received by us by the due date, then without prejudice to any other rights or remedies that we may have, we shall from the due date until payment be entitled to object to you transferring to another supplier and charge interest at the rate of 4% above RBS bank base rate from time to time on overdue amounts from the due date until payment (both before and after judgment).

f. If payment is not received by us in accordance with these terms and conditions and/or in breach of any agreement between us then we may cause the supply to the supply point to be discontinued, isolated, or altered by whatever means available to us (in some cases remotely through your meter), either temporarily or permanently at our sole discretion. Where this discontinuance of your supply is due to you, your agent or your employees act or omission then such discontinuance and/or reconnection of supply will be conditional upon you paying (in advance if so demanded) a disconnection and/or reconnection charge.

G. Security Cover

1. We shall be entitled to demand security cover of such amount as we deem appropriate over the fixed term which shall be provided to us within ten (10) days of such demand.

2. If you provide cash as security cover we will return any balance after deducting any cash due to us once you have transferred to a new supplier and following receipt of a written request from you for the return of the security cover.

3. In the event that we believe you have suffered a material and adverse change in your financial standing we may require you to provide, or increase any existing, security cover. This requirement will be notified to you in writing and shall specify the form acceptable to us. The notice will also specify the timing of the requirement and failure to comply shall be treated by us as a material breach of this contract.

4. We will not pay you interest on any sums provided as security cover.

H. Contract Termination

1. You may not terminate this contract before the end of the fixed term or any extension of it without paying the termination charge except when:

a. you are demolish the site and you have notified us in writing that you wish to have the site isolated or de-energised, whereupon the appropriate isolation or de-energisation fee will be payable by you to us;

b. you are to vacate the site and you have provided us with legitimate details of the new owner or occupier in writing, including, where required, the provision of supporting documentation. Without this information we may continue to invoice you for all electricity supplied to the site until the termination of the contract even if you cease to be the owner, tenant or occupier of the site.

2. For the avoidance of any doubt you should, whenever possible, give us no less than fourteen days notice of your ceasing to be the owner, tenant or occupier of the site. Failure to notify us of your vacating the site may lead to additional charges to recover our increased administrative costs and any early termination fees that may apply.

3. The contract will end if we are no longer licensed to supply energy or we no longer fulfil those industry agreements that are necessary for us to be able to supply energy or because a supplier of last resort direction in respect of the site or sites supplied under this contract is awarded to another supplier.

4. In the event of a material breach of the contract by either party the other may end the contract by giving written notice. Such notice comes into effect immediately if the party in breach has failed to remedy the breach within a reasonable period of being asked to do so by the other party, where the reasonable period is not less than seven days nor greater than twenty one days from the date of the notification to the party in breach, depending upon the nature of the breach.

5. Any voluntary arrangement for the benefit of creditors, or bankruptcy order will lead to immediate termination of the contract. However, at our discretion and in certain circumstances we may continue to supply the site under the terms of the contract.

6. After termination you will be liable for any charges for energy consumed before termination at the charges under the contract and any energy used after termination at the out-of-contract level. We will be able to recover those sums owed to us for energy or costs incurred while the contract was in place or until the site is registered with another supplier.

7. We may charge you a termination fee if this contract ends prematurely because you have failed to fulfil your obligations set out in these conditions. This termination fee is a fixed charge of £30.

I. Measurement

1. The electricity supplied by us shall be measured by a meter and the reading shown on the meter shall be prima facie evidence of the volume of electricity consumed under this contract, unless the meter is found to be registering erroneously to a degree exceeding that permitted by relevant regulation.

2. In accordance with Paragraph 2 of Schedule 7 of the Electricity Act it is agreed that the meter for electricity need not be certified.

3. We are required and shall use reasonable endeavours to obtain at least one actual reading from the meter in any two-year period. The remaining periodic readings may be estimated by us for the purposes of calculating charges payable by you. You undertake to ensure (at your sole expense) that access is made available to the metering point(s) during normal business hours, at times to be agreed, when required by us or our agents. If such access is not made available we will have no other option than to take whatever action is necessary to fulfil our legal duty (see Eh above regarding the payment of the costs of the same).

4. From time to time we may ask you to read the meter and submit the reading to us. If you fail to submit a reading we may have to arrange for one to be undertaken on our behalf and we may charge you any additional costs we incur.

5. You shall remain responsible for your equipment and shall ensure that it is maintained in good working order and condition at all times, and you shall also be responsible for any physical damage or damage due to overloading to your equipment and our equipment (unless such physical damage or damage due to overloading is caused directly by us).

J. Access

1. You shall permit access to the meter as is reasonably required for the purpose of reading, inspecting, testing, repairing, renewing or verifying its accuracy. If access is denied by you then we will be entitled to charge you any costs arising from the visit or any other subsequent action we may have to take to facilitate any of the above.
2. We do not guarantee the accuracy of any data provided to you and we are not liable for inaccuracy of this data.
3. We or you may, at our/your own option and expense, install and operate measuring devices to check the meter provided that such devices do not interfere with the operation of the meter.
4. You may at any time, by giving reasonable notice in writing, request us to arrange that the meter be verified for accuracy. If a verification check shows that the meter is within plus or minus two per cent of accuracy, the costs of such verification check shall be borne by you. If the meter is outside these limits we will bear the cost of the verification check.
5. You shall provide a meter reading immediately to us on entry to and on vacating the site. If readings are not provided we will impose suitable readings and these will be the basis for our calculations.

K. Safety

1. We will take reasonable steps to keep supplying you but we cannot guarantee an uninterrupted, unreduced or unimpaired supply of electricity on a continuous basis and we give no warranty or undertaking nor should any such be implied in this regard.
2. In this context such supply will be in accordance with regulations made under the Electricity Supply Regulations 1988 with regard to permitted supply variations.
3. Our supply to you does not mean or imply that your installation and equipment is adequate and we accept no responsibility for ensuring their adequacy, safety and suitability.

L. Deemed Contracts

1. In the event that you are being supplied by us under a deemed contract (see paragraph 3 of schedule 6 of the Electricity act 1989) then where applicable these terms and conditions will apply to the deemed contract. You can terminate this contract by providing us with written notice, such notice to be sent to us by post to the notification address.
2. Charges will be calculated and applied from either the date of the last meter reading as available or as reasonably estimated by us (unless otherwise agreed between you and us) and shall be as notified to you from time to time or as amended by us.
3. If SYMBIO ENERGY LLP receives notification that another supplier has applied to supply any of the sites then in certain circumstances SYMBIO ENERGY LTD has the right to object to the transfer of the supply (see D7 & 8 above).

M. Confidentiality and Data Protection

1. Neither party shall disclose to any third party or make use of any confidential information that has come into its possession in the course of this contract without the prior written consent of the other party nor shall it disclose to any third party anything contained in this contract. For the purpose of this contract, confidential information shall include – without limitation – any details about your individual energy contract with us but may also include, as applicable, any and all information that relates to the business affairs, strategic, tactical and financial plans, products, developments, trade secrets, know how, clients and personnel of a party which is disclosed (in any form) by one party to the other party whether or not marked “Confidential” or which may reasonably be regarded as being confidential.
2. This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of either party.
3. The confidentiality obligations of this condition continue notwithstanding any termination of this agreement.
4. We shall process information about individual persons in accordance with the DPA. We may process personal information received lawfully from third parties or from you. You hereby grant us your consent to us sharing such information with any third party. We and any Member of our Group (acting as our agent) may use such information for the following purposes:
 - (a) for identification, so that we are able to ascertain that we are speaking to the correct person;
 - (b) in order to supply you with energy;
 - (c) for the creation and management of your account with us;
 - (d) so as to improve our service to you;
 - (e) for the purpose of debt collection;
 - (f) in order to prevent or detect fraud, damage or loss;
 - (g) for training and monitoring purposes, including keeping a record of any telephone conversations between us and correspondence with you;
 - (h) in order to carry out risk assessments;
 - (i) for the purpose of computer testing;
 - (j) for the analysis of customer data, market research and marketing (save where you have selected to opt out from us contacting you for marketing purposes). We may share information concerning the conduct of your account with credit reference agencies, fraud detection agencies and with other financial institutions, in order to ascertain that you are able to continue paying for energy supplied to you by us, to prevent any fraud, to locate debtors and to assess whether to offer you new products and services.
5. You are entitled to know what personal information is held by us about you at any time. You may request this by writing to us at the relevant notification address. We will then send you a request form. You will be required to pay the processing fee applicable from time to time (we will notify you of the processing fee when we send you the request form). We will make reasonable endeavours to process your request at the earliest opportunity and we will endeavour to remedy any issues arising in connection with any personal information held by us promptly.

N. General

1. Our liability to you in connection with any failure to comply with our obligations under this contract and/or any physical damage caused to your property shall be limited to the total charges paid by you to us in respect of the supply of either electricity (depending on which energy supply gives rise to the liability in question) in the relevant twelve month period of the contract term in which the liability arose. For the avoidance of any doubt, we do not seek to limit or exclude our liability for:
 - (i) death or personal injury caused as a result of our negligence;
 - (ii) our fraudulent misrepresentation.
2. To the fullest extent permitted by law we shall not in any event be liable for any indirect, special or consequential damages, howsoever arising, in connection with this contract and shall not be liable for any other damages in connection with this agreement or its termination or your agreement with your previous supplier or subsequent supplier, except (in all cases) as provided herein.
3. In the event that a network operator is liable for any loss or damage then our liability to you shall be strictly limited to such amount as we are able to recover from such network provider.

4. We shall have no liability to you in respect of any loss or damage, which arises as a result of your failure to meet your obligations hereunder.
5. We shall have no liability to you in the event that our performance of any of our obligations under this contract is prevented or hindered due to any circumstances outside our control.
6. This contract contains all the terms agreed by the parties relating to the subject matter of this contract. No variation or amendment to the contract shall be effective unless agreed in writing by us, as notified to you. These terms and conditions are subject to any changes made from time to time to the Acts, any other primary legislation, secondary legislation, or any law, regulation and industry agreements, standards, codes or licence conditions. We will notify you of the necessary changes and their effective date.
7. We may perform any of the obligations undertaken by us and exercise any of the rights granted to us under the contract through any other Member of our Group which shall act as our agent, and any act or omission of any such Member of our Group shall for the purposes of this contract be deemed to be our act or omission.
8. All communication that you send to us under this contract must be delivered in person, by first class mail to the relevant notification address. We will not accept any communication from third party intermediaries on your behalf.
9. You will not assign, novate or transfer your rights or obligations under this contract without our prior written consent. We may sub-contract, assign, transfer or novate any (or all) of our rights or obligations under this contract at any time without notice to you. In the event that we transfer our obligations under this contract to a Member of the Group or another third party, you hereby give us permission to transfer your personal information to such entity.
10. A waiver of any breach will only be valid if it is confirmed in writing by the parties and any waiver is without prejudice to any other or future breach. The remedies available to the parties under this contract shall be without prejudice to any other rights, either at common law or under statute, which either may have against the other.
11. The invalidity or unenforceability of any term of, or any right arising pursuant to the contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
12. The construction, validity and performance of the contract shall be governed by the law of England.
13. In the event that any dispute or difference arises between us (including any dispute concerning the construction, meaning or effect of these terms and conditions) or any other matter arising out of or in connection with the contract, you and we shall in the first instance make reasonable endeavours to resolve such dispute via good faith negotiations, failing which both parties shall attempt to resolve the dispute by an Alternative Dispute Resolution technique recommended by the Centre for Dispute Resolution. In the event that the dispute cannot be resolved in accordance with the foregoing, either party may pursue the resolution of such dispute via the courts. The parties submit to the exclusive jurisdiction of English courts.

O. Definitions

In these terms and conditions:

- "Acts" means the Electricity Act 1989 as amended by the Utilities Act 2000 and as amended or supplemented from time to time.
- "climate change levy (CCL)" is the tax payable by industrial and commercial companies for using electricity as set out in Schedule 6 of the Finance Act 2000.
- "contract" shall mean the supply contract between you and us incorporating the terms and conditions and additional information letter. The contract applies even when existing contracts have lapsed if no new contract has been agreed between you and another energy supplier, although prices may change at the end of the initial contract the price of electricity agreed with you at the point of sale and as confirmed by us in writing, or as subsequently amended in line with the contract provisions, when these apply, or as specified by us in the case of out-of-contract terms and deemed contracts.
- "DPA" means the Data Protection Act 1998.
- "EAC" means the estimated annual consumption of electricity for each site per year.
- "electricity" shall mean all electricity supplied to the customer by us in accordance with this contract.
- "fixed term" shall mean a site for which we have agreed a fixed term contract for a specific period or any site for which the term has been renewed or extended.
- "Group" means, in relation to us, (i) our company and (ii) any other company which, at the relevant time, is our holding company or subsidiary, or the subsidiary of any such holding company (as "subsidiary" and "holding company" are construed in accordance with by section 1159 of the Companies Act 2006 and (iii) any associate or affiliate company which has at least 50% of its shareholders in common with us; and "Member" of a Group has a corresponding meaning.
- "late fee" means a charge applied when the amounts due are not paid by you by the due date.
- "meter" shall mean the measuring equipment installed at or near the supply point at each site.
- "micro-business" means a customer at premises other than domestic premises which meets one of the following conditions;
 - Uses less than 55,000KWh of electricity a year
 - Uses less than 200,000KWh of gas a year
 - Has fewer than 10 employees and yearly turnover less than €2 million
- "month" shall mean a period beginning at 0600 hours on the first day of any calendar month and ending at 0600 hours on the first day of the next calendar month.
- "MPAN" means the meter point administration number given to each electricity meter.
- "network operator" means the company licensed to operate the electricity distribution network in your area.
- "notification address" means the registered address of that company at the time of service of notice.
- "parties" shall mean us and you and "party" shall be construed accordingly.
- "referral fee" is the additional charge levied to recover the costs incurred by us or our agents when requesting and making a site visit.
- "renewal date" is the day on which the initial contract term or an extension to this contract ends;
- "renewal reminder" means a notice sent to customers in advance of the renewal date incorporating the charges that will apply during any extension period.
- "site" shall mean the location at which you carry on your business and which is identified in the recordings and within the contract. The site may be amended from time to time by agreement in writing between us.
- "SMART meter" means an automatic meter reading device at the site for the purpose of obtaining an actual (in lieu of estimated) meter reading being taken by a remote device transmitting consumption information to us or to a third party on our behalf.
- "statement of renewal terms" means a written statement explaining the process for contract renewal and termination. We will send you the statement when you enter into a contract, when your contract is extended and, if you have not indicated your intention to terminate the contract, when we send you a renewal reminder.
- "supply" shall mean the provision of electricity in accordance with this contract.
- "supply start date" shall mean the date agreed by the parties in the recording or if later, the date notified to you in writing by us.
- "supply point" shall mean the point of connection between the licensed network and your apparatus or equipment.
- "termination fee" shall be the charge levied by us, if any, and payable by you in the event of termination of the contract before the renewal date.
- "terms and conditions" shall mean the standard terms and conditions of supply set out in this document together with any additional terms and/or special terms accompanying this document.
- "termination charge" shall mean the financial payment applicable if the contract is ended before any agreed fixed term period
- "unrecovered agency charge" shall mean the charge that we may levy in respect of the site as notified to the customer from time to time. The charge recovers those fees incurred by us, and associated expenses, that are unrecovered when your electricity usage falls significantly below those levels anticipated when the contract was agreed.
- "VAT" means value added tax, described in the Value Added Tax Act 1994