



**Nabuh
Energy**

**Nabuh Energy Limited
Terms and Conditions
For Domestic Properties**

Agreement

Means the contract between (i) the Customer ("You/Your") (ii) the Supplier ("Us/We/Company")

Property

means the abode to which is registered on the company's system as the main building to which supply of service is given.

Charges

means the charges for any Services specified in the contract of service

Confidential Information

means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential

Customer

means the person named as Customer in the contract of service

DPA

means the Data Protection Act 1998

Expiry Date

means the date for expiry of the Agreement as set out in the contract agreement

FOIA

means the Freedom of Information Act 2000

Information

has the meaning given under section 84 of the FOIA

Key Personnel

means any persons specified as such in the contract of service or otherwise notified as such by the Customer to the Supplier in writing

Party

means the Supplier or the Customer (as appropriate) and "Parties" shall mean both

Personal Data

means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement

Customer account number

means the Customer's unique number relating to the supply of the Services

Request for Information

has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);

Services

means the services to be supplied by the Supplier to the Customer under the Agreement

Staff

means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement

Supplier

means the person named as Supplier in the contract agreement

Term

means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;

VAT

means value added tax in accordance with the provisions of the Value Added Tax Act 1994

Working Day

means a day (other than a Saturday or Sunday) on which banks are open for business.

- In these terms and conditions, unless the context otherwise requires:
 - references to numbered clauses are references to the relevant clause in these terms and conditions;
 - any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment; and
 - the word 'including' shall be understood as meaning 'including without limitation'.

1. These Terms and Conditions apply if:

1.1. (a) you have agreed a verbal or Written Contract with Us for a supply of Energy to the Property; or **(b)** a Deemed Contract is created between You and Us in respect of the Property.

1.2. The defined terms (those words or phrases which begin with capital letters) are explained in Section 21 (Glossary) at the end of these Terms and Conditions.

1.3. The Contract, of which these Terms and Conditions form part, is a legally binding agreement. Both You and We must keep to our respective obligations under the Contract, and We may take legal action against You if You do not.

2. Entry into the Contract

2.1 This Section 2 does not apply to Deemed Contracts. An explanation of the position concerning Deemed Contracts is set out in Section 14 (Deemed Contracts).

2.2 You will have entered into the Contract by:

(a) completing an application over the internet; **(b)** completing an application over the telephone; or **(c)** completing a paper application and posting it to Us.

2.3 The Contract starts when We accept Your application.

2.4 The Contract is made up of these Terms and Conditions and the details agreed as part of Your application. We will confirm the details agreed as part of Your application in the Welcome Email that We send You.

2.5 You have a right to cancel the Contract with 14 days of the date You entered into agreement of it. If You wish to cancel the Contract You must contact Us within this period of 14 days in accordance with Section 19 (Communications).

2.6 We have entered into the Contract in reliance on the information provided by You in Your application, which You confirm is accurate. If this information changes significantly You must let Us know.

2.7 Quotes will only be valid for 14 days. After this term and the tariff has been removed from public offering, a new quote will need to be undertaken.

3. Transfer of Supply

3.1 By entering into the Contract, you confirm that You own and/or live in the Property or that You are responsible for arranging the Energy supply to the Property, and that the Property is connected to the Network.

3.2 You also confirm that the Property is used wholly or mainly for domestic purposes. If the Property is used for business purposes You must tell Us, and We may offer You a different contract.

3.3 If We are already registered under the industry rules as the supplier of Energy to the Property at the time the Contract starts, then We will supply Energy to the Property under the Contract from the time the Contract starts.

3.4 If We are taking over from another Energy Supplier as the supplier of Energy to the Property, we will complete the transfer within 21 days after the expiry of Your right to cancel the Contract. However, in certain circumstances (as prescribed by Our Licence) We may not be able to complete the transfer within 21 days. Where this is the case, we will complete the transfer as soon as We can. We will supply Energy to the Property under the Contract from the time at which We are registered under the industry rules as the supplier of Energy to the Property.

3.5 From the time that We start to supply Energy to the Property under the Contract, you will become liable to pay the Charges under the Contract.

3.6 You must provide Us with an actual Meter reading on the day that We start to supply Energy to the Property under the Contract. If You do not do so or We do not reasonably consider the reading You provide to be accurate, we will use an estimate based on the industry rules and the last Meter reading We have.

4. Nature of the Supply

4.1 The Energy will be delivered to the Property by the Network Company on Our behalf. The Network Company is responsible for maintaining the Network and the connection of the Property to the Network, and it may cut-off the supply in accordance with the industry rules. We are not responsible for variations or interruptions in the supply of Energy.

4.2 We are entitled to arrange for the supply of Energy to the Property to be cut-off in certain circumstances as described in the Energy legislation. We will only disconnect the Energy supply after exhausting all other options available to Us and in accordance with the terms of Our supply Licences. If We do disconnect the energy supply, we will give You Written notice at least 7 days before We do this.

4.3 Ownership of, and responsibility for, the Energy will transfer to You at the point at which the Property is connected to the Network. You must maintain the pipes and wires and other relevant equipment at the Property in a good and safe manner.

4.4 If You believe that there has been an escape of gas at the Property, you must immediately call The National Gas Emergency Number on 0800 111 999 and they will provide any emergency services for which You must allow them access

5. Charges

5.1 The Charges include a tariff for Energy supplied, together with additional fees for any particular services and activities, including Early Exit Fees, missed-visit charges, charges for late payments, charges for lost pre-payment Meter cards, charges for disconnections and re-connections, charges for testing, replacing, and moving Meters, and charges for replacement paperwork.

5.2 Up-to-date information, describing all the available services and activities to which the Charges relate can be found on the Website, together with details of the applicable rate for each of the Charges.

5.3 Unless the Contract is a Deemed Contract, the Charges for the Energy supplied will initially be based on the tariff option You choose as part of Your accepted application (and can be found in the Welcome Email).

5.4 We may change the Charges in accordance with Our Licence and the Contract.

5.5 All Charges will be subject to VAT and other taxes and duties at the prevailing rates, which You must pay in addition.

5.6 We will send You a Statement of Renewal Terms no later than 42 days before the end of Your Fixed Term Period explaining the options available to You. If You choose to switch to another supplier during your period with Nabuh Energy or

after We have sent the Statement of Renewal Terms, we will not charge You an Early Exit Fee.

5.7 You are free to switch away from Nabuh Energy if any debt you have is between £20-£500 on a Pay as You Go meter. In order to complete your switch, you will need to contact the supplier you wish to switch to and ask them to transfer the debt along with you.

5.8 If You owe Your previous Energy Supplier money for the period prior to the start of supply under the Contract, this debt may be transferred to Us under the industry rules in certain circumstances.

6. Billing & Payment

6.1 We will send You regular bills or statements setting out the Energy supplied and the Charges payable under the Contract (together with any other information required by Our Licence) via email.

6.2 You must pay to Us all outstanding Charges in accordance with the applicable Payment Method.

6.3 Unless the Contract is a Deemed Contract, the Payment Method will initially have been agreed as part of Your accepted application (and can be found in the Welcome Email).

6.4 We may change the applicable Payment Method in accordance with Our Licence and the Contract.

6.5 We will estimate Your bill if We do not have an up-to-date Meter reading. We will adjust Your next bill on receipt of an actual Meter reading or if other information subsequently becomes available.

6.6 Where any credit amount is due to You under the Contract, we may use the credit amount to set-off against any amounts that You owe Us. Set-off will settle both the amount owed to You and the equivalent amount You owe Us.

6.7 Information regarding local top-up locations can be found by visiting our website.

6.8 When we issue a bill, we will seek to recover charges for electricity or gas (or both). We will not seek payment any for unbilled energy used over 12 months before if you haven't been accurately charged for this usage. However, this does not apply if you behave unreasonably when we take steps to accurately bill you. This includes (is not limited too) physically blocking attempts by us to obtain a meter reading at your property or if you have tampered with your meter and stolen gas and/or electricity. In order to continually provide accurate billing, we do request regular meter readings and expect to be informed when you move in or out of properties on our supply.

7. Payment Difficulties

7.1 Information about what to do if you are having difficulty paying the Charges can be found on the

website at www.nabuhenergy.co.uk/support

7.2 Before or after the start of the Contract, we may assess Your circumstances, including by checking Your credit score.

7.3 If We are concerned about Your ability to pay the Charges, We may (in compliance with Our Licence):

(a) require You to pay a reasonable deposit as security for payment of Our bills (if a non-prepayment customer); **(b)** install a pre-payment Meter at the Property; and/or **(c)** change the Charges or the Payment Method which apply to You.

7.4 If You do not pay the Charges when they are due, We may (in compliance with Our Licence):

(a) charge interest at the Bank of England base rate plus 3 percentage points; **(b)** take any of the steps set out in Section 7.3; **(c)** ask debt collection agencies to act on Our behalf; **(d)** take legal action against You; and/or **(e)** cut-off the supply of Energy to the Property.

7.5 If We install a pre-payment Meter We will not charge You for the cost of this but We can, at Our discretion, charge You for any additional reasonable costs incurred, for example if We have to obtain a warrant or employ the services of a locksmith to gain entry to the Property and the Charges You pay via the pre-payment Meter for the Energy supplied may

be higher than You would otherwise have had to pay.

7.6 Title in any deposit You pay Us will vest in Us, but We will pay You an equal amount after a period of 6 months provided that You do not miss any payments during that time (subject to any amounts deducted by Us in settlement of outstanding Charges).

7.7 All first Direct Debit payments shall be taken upon the Supply Start Date or a few days after.

8. Metering

8.1 We will arrange for a Meter to be (or remain) installed at the Property.

8.2 The Meter will either belong to Us or to another entity with which We have contracted. You will not own the Meter and will not be able to replace it with an alternative Meter.

8.3 You must not interfere with the Meter and You must make sure that it is not damaged. You may at Our discretion be required to compensate Us for any losses or costs that We incur as a result of damage to the Meter.

8.4 We will ensure where possible that the Meter at the Property is read once a year.

8.5 If We have not taken an actual Meter reading, we will estimate Your bill based on Your previous usage. If this is not available, we will use industry averages to estimate Your Energy supply. If You

have provided a Meter reading, we will use this unless We have reason to believe it is inaccurate. If We do not use a Meter reading that You have provided, we will Write to You to inform You of this and of why We did not use it.

8.6 You can ask for the Meter at the Property to be tested by an independent Meter examiner. If You ask for a test You may be charged for the test. If the Meter is found to be inaccurate, we will pay the charges for the test and will recalculate Your bills for the period that the Meter was inaccurately recording Your Energy usage.

8.7 If We agree to replace or move the Meter at Your request, you will, at Our discretion, pay Us for doing so, unless the Meter is a pre-payment Meter and moving the Meter does not require any work which would need the involvement of the Network Company.

8.8 If Energy is supplied to the Property through a pre-payment Meter, it is Your responsibility to make sure You buy enough credit units. You must also keep and look after the pre-payment card (or another device), keeping it clean, safe and free from damage. If You fail to do this, we may charge You for the cost of replacing it.

8.9 If a Smart Meter is installed at the Property, we may use the Smart Meter to obtain Meter readings.

8.10 If a Smart Meter is installed at the Property, we will normally collect readings from Your Smart Meter once a day. You can

decide if You are happy for Us to collect one Smart Meter reading each day or for Us to collect a reading for each half-hour period. We will only use this data for the purposes of billing, optimising settlement and forecasting, identifying energy efficient savings and products and the monitoring and control of potential Energy theft. If We are currently collecting one reading from Your Smart Meter each day and You are happy for Us to collect one reading for each half-hour period, you give Us Your consent to this by contacting Us in accordance with Section 19 (Communications).

8.11 We will supply you on our Smart Meter tariffs even if you do not have a Smart Meter installed until we are able to complete the installation.

8.12 If you repeatedly refuse to allow us, or our representatives, to install a Smart Meter, or choose an incorrect tariff upon sign up, we reserve the right to transfer you onto our Premium Energy Tariff, for non-Smart Meter usage. As this may be more expensive, we will give you 14 days' notice of this change.

8.13 Gas Meters measure Your supply either in cubic metres or in cubic feet. The amount of gas You are billed for depends on a number of variables such as calorific value and pipe pressure. We will convert the Meter reading into kilowatt hours (kWh) in accordance with the relevant industry rules.

9. Access to the Property

9.1 You will ensure that We and the Network Company (or anyone authorised by Us or them) is given safe access to Your Property at reasonable times for all reasonable purposes in connection with supply of Energy, including reading, inspecting, maintaining, removing or replacing the Meter, or cutting-off the Energy supply to the Property where We are allowed to do so under the Contract or the relevant Energy legislation.

9.2 Where reasonably possible (except for Meter readings), reasonable advance Written notice will be given prior to Us exercising these powers of entry. These powers of entry are subject to statutory and regulatory restrictions. Any person authorised by Us will carry and produce identification.

9.3 Missed-visit charges may apply if We have arranged to visit the Property and no access is granted. This includes and is not limited to Smart Meter bookings.

10. Using and Protecting Your Data

10.1 We may use any information We hold about You (and other members of Your household) to manage Your account with Us. This includes using and storing Your data for: billing, payment and debt recovery; compliance with law and the industry rules; credit checking; providing information on energy

efficiency and safety issues; preventing or detecting money laundering, fraud or energy theft; training and quality control; informing You of new services and products and ascertaining whether extra care might be necessary because of Your (or a member of Your household's) age, health, disability or financial circumstances.

10.2 You confirm that You have the consent of each member of Your household to agree Our use of data in accordance with this Section 10.

10.3 If We suspect that any Meters or the Energy supply to the Property has been interfered with, we will record this information on Your account and may share it with any regulatory body, your landlord, other Energy Suppliers and any organisation tasked with assisting in reducing fraud and energy theft. This may include recording sensitive personal information such as any criminal offences that You may have been accused of. We may also use this information to help us make decisions in relation to Your payment arrangements and any products or services that We may offer You in the future.

10.4 We will take appropriate technical and organisational measures against unauthorised and unlawful processing, accidental loss, destruction or damage to the information We hold on You. We will not pass the information We hold on You outside the European Economic Area (EEA) without obtaining Your consent or putting in

place other appropriate safeguards but the persons with whom We share Your information may hold or transfer this information outside the EEA, where it may be less securely protected.

10.5 If You send Us proof of identification, You are entitled to have a copy of the information We hold on You. For further details, please contact Us in accordance with Section 19 (Communications).

11. Changes to the Contract

11.1 We may, without Your consent, amend the Contract in any way by giving You prior notice of the amendment.

11.2 However, we will not amend the rate of the tariff You pay for the supply of Energy if We have agreed a Fixed Term Period during which We said that We would not change Your tariff (unless Section 11.5 applies).

11.3 If We give You notice of an amendment to the Contract that is (or is likely to be) to Your disadvantage (including if We increase the Charges), then We will not make the amendment if, within 30 days of Our giving You notice of the amendment:

(a) You end the Contract and transfer the Property to a new Energy Supplier, or (b) You entered into a new Contract with Us.

11.4 If We object to You transferring the Property to a new Energy

Supplier because You owe Us money, you will have 30 Working Days from the date that We told You that We were objecting to the transfer to pay Us the outstanding amount and complete the transfer to the new Energy Supplier without having the amendment applied to You.

11.5 We may amend the provisions of the Contract to meet legal and/or regulatory requirements, or as a result of any changes in law or to Our Licence or the industry codes which increase Our costs. We can make such amendments by giving You notice of them.

11.6 If you have chosen an incompatible tariff for your current meter type upon sign up, we reserve the right to transfer your account onto the correct meter compatible tariff that was available at the time of your sign up and/or your renewal.

12. Ending the Contract

12.1 If You are selling or leaving the Property, you must give Us at least two working days' prior notice of the date You are selling/leaving. The Contract will then end on the date so notified. If You do not give Us the required notice, the Contract will end on the date on which any other person begins to take a supply of Energy at the Property. Where You have given Us notice to end the Contract, but another owner/occupier has not begun to take an Energy supply, then the Contract will continue.

12.2 You can also transfer the Property's supply of Energy to another Energy Supplier at any time by giving us prior notice. However, we can stop this transfer to another Energy Supplier if You owe Us money under the Contract. Where You have given Us notice to end the Contract, but another Energy Supplier has not become registered under the industry rules as responsible for the Energy supply, then the Contract will continue.

12.3 Where the Contract ends during a Fixed Term Period, you must pay Us the Early Exit Fee, unless Section 6.6 applies.

12.4 We may end the Contract if You have failed to pay the Charges, if You have failed to comply with another important requirement of the Contract, or if You have refused to pay a deposit as security or to have a pre-payment Meter installed at the Property when offered this choice.

12.5 The Contract will automatically end if Ofgem requests another Energy Supplier to provide Energy to the Property under the supplier of last resort scheme set out in Our Licence.

12.6 You must provide Us with a Meter reading at the end of the Contract. If You do not do so, we will estimate the Meter reading.

12.7 If the Contract ends for any reason, You and We will not lose any rights We already have (for example, to claim any money that

is owed in respect of the period of the Contract).

12.8 We will aim to send You a final bill within 6 weeks of the end of the Contract, but this will be subject to reconciliation if further information subsequently becomes available.

13. Liability

13.1 We are liable for death or personal injury caused by Our negligence, and for any other liabilities that cannot be limited as a matter of law.

13.2 We will not be liable to You under or in connection with the Contract for:

(a) any loss incurred due to circumstances outside of our reasonable control; **(b)** any economic loss or loss of profit, income, use, goodwill, contract or business; **(c)** any loss which was not or could not be reasonably anticipated by you or us when the Contract was entered into; or **(d)** any loss or damage arising from any interruption in or to the supply of Energy (including loss of or damage to food or the costs or repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems).

13.3 If We are liable for any loss or damage under or in connection with the Contract, our liability to You shall be limited to £1,000,000 for each event (or series of connected events) in any 12-month period.

13.4 In the case of loss or damage caused by a Network Company, our liability to You will not exceed the amount that We are entitled to recover from the Network Company in respect of that loss or damage.

14. Deemed Contracts

14.1 A Deemed Contract will automatically have been created between You and Us, in accordance with the applicable Energy legislation, if: **(i)** You own or occupy the Property; **(ii)** We supply Energy to the Property and **(iii)** We do not have a contract with any other person for the supply of Energy to the Property.

14.2 Where a Deemed Contract applies, these Terms and Conditions will apply to the supply of Energy to the Property, but:

(a) the Contract will start in accordance with the applicable Energy legislation; **(b)** the Charges payable by You for the Energy will be those described on the Website as applying to Deemed Contracts; **(c)** the Payment Method will be payment by cheque or card payment monthly in arrears (or by pre-payment Meter where one is fitted); **(d)** we will confirm any other relevant details in the Welcome email; and **(e)** the Contract will end when You or someone else enters into a Written Contract for the supply of Energy to the Property (either with Us or another Energy Supplier).

15. Green Deal

15.1 We are not a Green Deal Licensee and are not permitted to supply electricity to any Property which is subject to a Green Deal plan. You agree to let Us know before agreeing on the Contract with Us if this is the case. This Contract will not apply to any Property which is subject to a Green Deal plan and We will not be obliged to supply electricity to that Property.

15.2 If We have already begun to supply electricity to a Property which is subject to a Green Deal plan, you must agree a contract with a new supplier which is a Green Deal Licensee for the supply of electricity to that Property as soon as possible. You agree to pay Us any Charges due to Us for the electricity already supplied to that Property.

16. Feed-In Tariff

16.1 In accordance with Our Licence, we confirm that We are neither a Mandatory FIT Licensee nor a voluntary FIT Licensee (as those expressions are defined in Our Licence).

17. Electricity Terms of Connection

17.1 This section only applies to the supply of electricity. We are acting on behalf of Your Electricity Network Operator to make an agreement with You. The agreement is that You and Your Electricity Network Operator both

accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the date that You enter into the 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 Electricity Network Operator delivers electricity to, or accepts electricity from, Your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provides for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell You whether a site-specific connection terms exists or not. If You want to know the identity of Your Electricity Network Operator or 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 or phone 0207 706 5137 or see the website at connectionterms.co.uk.

18. General

18.1 The Contract constitutes the whole and only agreement between You and Us relating to the supply of Energy to the Property. You acknowledge that You have not relied on any statement or promise made by Us which is not set out or referred to in the Contract.

18.2 You hereby appoint Us as Your agent with the purpose of

obtaining Your supply number or other relevant information from Your Network Company. You also authorise Us to obtain and use any information Your previous Energy Supplier has about the supply of Energy to the Property or the Meters at the Property.

18.3 You consent to Us transferring Our rights and obligations under the Contract to another Energy Supplier in the future. If We do so, we will notify You and Your rights will be unaffected. You cannot transfer any of Your rights and obligations under the Contract without Our Written permission.

18.4 If We delay in taking action when You breach the Contract, we will still be entitled to take action to enforce a similar (or any subsequent) breach of the Contract.

18.5 If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.

18.6 Where more than one person enters into the Contract with Us, each such person shall be jointly and severally liable under the Contract.

18.7 No provision of the Contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.8 In the Contract, any references to:

(a) We / Us / Our includes references to Our employees, agents and contractors; **(b)** Laws and industry rules includes references to those laws as modified, amended, extended or re-enacted from time to time; **(c)** sections are reference to the sections of these Terms and Conditions; **(d)** the singular includes references to the plural (and vice versa); **(e)** the terms “include” and “including” are without limitation to any other matters being included in or covered by the relevant provision; and **(f)** person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

19. Communications

19.1 We can contact You at any of the Property addresses, or any other address You give Us for this purpose.

19.2 You can contact us at the addresses set out below, or any replacement addresses that We notify to You: **(i)** Customer Services Manager, Nabuh Energy Limited, PO Box 5862; **(ii)** Customer Services on 0330 041 4902; or **(iii)** customerservice@nabuhenergy.co.uk.

19.3 Any communications You send Us will only be valid if You include Your customer reference number (or, if You do not have a customer reference number, the reference number by which Your Meter is identified and the Property address).

20. Complaints and Disputes

20.1 Details of the service quality levels We aim to provide, and of the compensation, We will pay You if We fail to do so, can be found on the Website in Our Customer Promise document.

20.2 Details of Our complaint's procedure can also be found on the Website. Where We are unable to resolve the matter to Your satisfaction, you may refer the complaint to the Energy Supply Ombudsman (www.ombudsman-services/energy). Independent advice can also be sought by contacting the Citizens Advice – Energy service on its website at <https://goo.gl/J6Jj6M>. Further details are set out in Our complaint's procedure.

20.3 If the Property is in England or Wales, this Contract shall be governed by the laws of England and Wales and any disputes arising from or in connection with this Contract shall be dealt with by the courts of England and Wales. If the Property is in Scotland, this Contract shall be governed by Scots law and any disputes arising from or in connection with this Contract shall be dealt with by the Scottish courts.

21. Glossary Charges

All the fees, charges and other amounts You must pay to Us under

the Contract. Contract - The agreement between You and Us, as described in Section 2 (Entry into the Contract). Deemed Contract - See Section 14 (Deemed Contracts). Early Exit Fee - The fee that You must pay if the Contract ends before the end of any agreed Fixed Term Period and where the Contract was not terminated by Us. We will not charge You an Early Exit Fee where Section 6.6 applies or where You exercised Your right to cancel the Contract in accordance with Section 2.5. Energy - Electricity or gas (or both), as agreed between You and Us for the purposes of the Contract. Energy Supplier - A supplier of Energy licensed by Ofgem. Fixed Term Period - The period of time for which You have agreed to take a supply of Energy from Us under the Contract and during which We may not change the rate of the tariff paid by You to Us for the supply of Energy to the Property. Licence - Our Energy supply Licence granted by Ofgem. Meter - A device for measuring the amount of Energy supplied to a Property, including all associated communications and other equipment. Network - The Network of the Network Company. Network Company - The company licensed by Ofgem to operate the Energy network(s) local to the Property. Ofgem - The Energy regulator for Great Britain. Payment Method - Pre-payment via a pre-payment meter, or payment by monthly direct debit (either in advance or arrears) or by cash or cheque fortnightly, monthly or quarterly (in each case, either in advance or arrears). Property - The premises to

which We have agreed to supply Energy under the Contract. Smart Meter - A Meter which allows for remote readings of Energy usage. Statement of Renewal Terms - A Written statement We will give You which explains Your options at the end of a Fixed Term Period. Terms and Conditions - This Terms and Conditions document. We / Us / Our - Nabuh Energy Limited (Registered Number 09812753). Our registered offices are at 2 Pinfold Street, Sheffield, S1 2GU. Website - Our website at www.nabuhenergy.co.uk. You can find several important documents relating to the supply of Energy on the Website. If You do not have access to the internet or have

visual issues, please call Us on 0330 041 4902 and We will send You copies. Welcome Email - The email We will send to You to confirm the details of the Contract. Further, all future correspondence will be sent via this medium unless previously agreed that there are visual impairments or lack of internet access. Working Day - Monday to Friday, excluding public or bank holidays in Great Britain (or any part of Great Britain). Written / Write / Writing - Any communication in a textual format which includes letter, email and online forms. You / Your - The other person (or persons) with which We have agreed to the Contract.

Updated as of the 28th July 2019.