



**Customer Notice:** Our terms and conditions will be updated from time to time, for the latest version please visit [www.d-energi.com/customer-zone](http://www.d-energi.com/customer-zone) select view our latest terms and conditions.

# terms & conditions



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# Our agreement

This agreement is between us, **D-ENERGI** and you, our customer. These terms and conditions are for the provision of management of supply or direct supply of your commercial or domestic premises for gas and electricity.

## DEFINITIONS IN THIS AGREEMENT

In this Agreement, the following definitions shall apply:

- 1 **'Advance Payment'** means the advance payment on account that D-ENERGI may request, from time to time, as confirmed within the Relevant Order Confirmation, to allow the Customer to secure the rates referred to therein.
- 2 **'Affiliate'** means in relation to each of the Parties, any company, or corporation, that is a direct or indirect holding company, or subsidiary of such Party, where for the purpose of this definition 'subsidiary' and 'holding company' have the meanings respectively ascribed there to in Section 1159 of the Companies Act 2006.
- 3 **'Agreed Consumption'** the Agreed Consumption confirmed within the Relevant Order Confirmation. The Customer shall pay the Contract Price, irrespective of whether the Agreed Consumption is achieved, as set out within the Agreement.
- 4 **'Agreement'** shall mean the agreement confirmed within the Relevant Order Confirmation (see definition below), incorporating these Terms and Conditions, and made between D-ENERGI ("We/us") and the Customer ("you/your").
- 5 **'Agreement Date'** means the date that the Relevant Order Confirmation is completed.
- 6 **'AMR Device'** means an Automated Meter Read device or a gas or electricity meter that either on its own or with another device (which keeps to any relevant industry requirement) provides measured gas or electricity consumption data for multiple time periods, and can provide that information to D-ENERGI or its 'Source Supplier' remotely
- 7 **'Annual Quantity'** means the annual quantity of Energy that you are expected to consume at the Site within each Contract Year.
- 8 **Annual Price Review Date** The date your Reviewed prices will take effect. If you have selected a Fixed End Date Contract, the Annual Price Review Date will be adjusted to coincide with the fixed end date. The Price Review Terms will be sent 60 days before the annual Price Review Date.
- 9 **'Authorised Person'** means the individual authorised to enter into this Agreement on behalf of the Customer. In signing this agreement, the individual confirms they are authorised to enter into a legally binding agreement on behalf of the Customer.
- 10 **'Balancing and Settlement Code'** means the code of that title and all related documents comprising a set of rules to which electricity market participants are required to conform, which can be found at [exelon.co.uk](http://exelon.co.uk).
- 11 **'Calorific Value'** or **'CV'** relates to the provision of gas, and is a measure of heating power and is dependant on the composition of gas. The CV refers to the amount of energy released when a known unit of gas is completely combusted under specified conditions. CV is used to calculate the amount of gas used in any billing period when converting the volume of gas used in to kWhs.
- 12 **'Capacity'** or **'Availability'** relates to the provision of electricity and is measured in Kva. A volt-ampere in electrical terms, means the amount of apparent power in an alternating current circuit equal to a current of one ampere at an electromotive force (emf) of one volt.
- 13 **'Climate Change Levy or CCL'** means a charge levied at the rate from time to time imposed pursuant to the Finance Act 2000 and any regulations made there under or in connection with such charge.
- 14 **'Connection Point'** the point at which the Premises are connected to the Distributor's System.
- 15 **'Consequential Loss'** means any indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of production, loss of revenue, business interruption or increased cost of working.
- 16 **'Contract Month'** means a period of the term of this Agreement beginning at 06:00 hours on the first day of any calendar month and ending immediately before 06:00 hours on the first day of the next calendar month.
- 17 **'Contract Price'** means the amount (expressed in kWh) for each Contract Year, as confirmed within the Relevant Order Confirmation to be paid by the Customer to D-ENERGI, in respect of the Energy purchased, and managed, by D-ENERGI through its chosen Source Supplier.
- 18 **'Contract Year'** means a 12 month period of the term of this Agreement commencing on the Live Date and each subsequent anniversary thereof.
- 19 **'CFD'** Contract for Difference Costs Levied rates from time to time Energy Act 2013 and supplier obligation regulations 2014.



- 20 **'Credit Risk Charge'** means a non-refundable credit risk handling charge applied from time to time depending on the credit score of the customer and at the discretion of D-ENERGI. This is based on the unit prices and annual consumption of Energy. The amount of the charge shall be equivalent to at least one monthly payment and payments will be spread across the Initial Term.
- 21 **'Customer'** means the person(s), firm, company or other entity specified as "the customer" within the Relevant Order Confirmation.
- 22 **'Customer Information'** on occasion we will base our quotations and agreements on information provided by the Customer. This information can include, but is not limited to the current contract end date, current annual quantity, and if termination notice has been accepted with the current supplier.
- D-ENERGI will prepare a quotation based on this information. If this information is found to be inaccurate at any point after the Agreement has been signed, D-ENERGI reserves the right to update the Agreement. If the information provided by the Customer proves to be inaccurate, the Customer agrees to be charged based on the information we obtain. This may include but is not limited to, changing the prices on the Agreement or changing the annual quantity. If, in the event we are forced to terminate this Agreement or we are unable to supply you because of inaccurate information, the Customer agrees to pay a Termination Fee as listed in definition number 76 of these terms and conditions.
- 23 **'Customer Services'** means D-ENERGI's customer services department (details of which are contained within the Welcome Pack).
- 24 **'Data'** means any information, supplied by the Customer, to D-ENERGI.
- 25 **'Data Aggregator'** for electricity only, means the person(s) appointed to carry out the aggregation of the metering data from the Data Collector.
- 26 **'Data Collector'** means the person(s) appointed to provide data retrieval and/or data processing services.
- 27 **'Day Rates'** are the rates applicable to the supply of Energy, confirmed within the Relevant Order Confirmation, depending upon the type of meter, they will either be charged for the full 24 hours of every day or otherwise between 06:00 and 19:00 when Evening Weekend Rates and/or Night Rates may also apply.
- 28 **'Deemed Rates'** means rates that will be applied when; the agreed payment method is not received or cancelled, or when no Agreement is in place between the two parties and no change of supplier has taken place. The Deemed Rates will apply until either a new Agreement is signed, or a new supplier takes over the supply of Energy. The Deemed Rates will be set by D-ENERGI (at its sole discretion).
- 29 **'D-ENERGI'** means UK Healthcare Corporation Ltd t/a D-ENERGI (registered in England and Wales under number 4398605) whose registered office is at Unit D Madison Place, Northampton Road, Manchester M40 5AG.
- 30 **'Distributor'** the electricity distributor that operates and/or owns the electricity distribution network connected to the Connection Point through which electricity is conveyed to the Premises.
- 31 **'Distributor's System'** the system for the distribution of electricity operated and/or owned by the Distributor.
- 32 **'Energy'** means the gas and/or electricity (as the case may be) supplied by D-ENERGI to the Customer as confirmed within the Relevant Order Confirmation.
- 33 **'Evening Weekend Rates'** are the rates applicable, pending the type of meter, charged between 19:00 and 00:00 on Monday to Friday and 06:00 to 00:00 at weekends.
- 34 **'Fixed End Date Contract'** A contract where the end date remains fixed.
- 35 **'Fixed Term Contract'** A contract where the duration is fixed and the rates will be reviewed annually by the issue of the Price Review Terms. The customer can exit the Fixed Term Contract by providing a Genuine Offer that should be received between 60 and 30 days before the Annual Price Review Date. If you have selected a Fixed End Date Contract, the Annual Price Review Date will be adjusted to coincide with the fixed end date.
- 36 **'Expected Live Date'** means the date D-ENERGI will aim to take over the supply. This date may be subject to change and is dependent on the account being free to leave the current supplier. D-ENERGI will not be held responsible for any financial losses or penalties incurred as a result of the late transfer of the supply arising from incorrect information provided or an objection from the current supplier.
- 37 **'Force Majeure'** means any event(s) and/or circumstance(s) beyond the control of a Party acting reasonably, and in good faith, which causes or results in a failure by such Party to fulfil any obligation under this Agreement.
- 38 **'GDPR'** Meaning General Data Protection Regulation. Regulation (EU) 2016/679) is a regulation by which the European Parliament, the Council of the European Union and the European Commission intend to strengthen and unify data protection for all individuals within the European Union (EU).
- 39 **'Genuine offer'** written confirmation from an alternative supplier to show all their costs for providing a comparable service. This should be on the supplier's quoting template and be from an Ofgem licenced supplier and not a broker or third party.
- 40 **'Initial Term'** means the initial fixed period of time, in months commencing from the Live Date, that the Customer is contracted to D-ENERGI as confirmed within the Relevant Order Confirmation and ending on the OCED. If a Fixed End Date Contract has been agreed the Initial Term will be shown as a specific date on the Relevant Order Confirmation.
- 41 **'Installer'** means D-ENERGI's chosen supplier, or any other third party instructed by D-ENERGI to provide a meter installation at the Site.
- 42 **'Half-Hourly Meter'** for electricity only, as defined in the Balancing and Settlement Code.
- 43 **'kWh'** means the measured unit of Energy consumption applicable to the rates for gas and/or electricity stated within the Relevant Order Confirmation.
- 44 **'Live Date'** is the date when D-ENERGI initially supplies Energy to the Customer (such date shall be confirmed by D-ENERGI to the Customer when the first invoice is submitted).
- 45 **'Maximum Demand'** expressed in kVA or kW, means twice the number of kVAh or kWh taken through a Connection Point during any thirty consecutive minutes in the period in question as measured by the Meter(s) at that Connection Point"
- 46 **'Meter'** means, by definition of the Source Supplier and/or the Gas Transporter, in respect of a Site, the primary measuring equipment used for the consumption of Energy on that Site. There may be more than one Meter at any one Site.
- 47 **'Meter Installation'** means, by definition of the Source Supplier, with respect to each Offtake Point, the Meter and associated equipment installed or to be installed at each Site, including associated pipe work, regulator filters, valve seals, housing and mounting.
- 48 **'Meter Operator'** means the person(s) appointed to provide, install, maintain or administer the metering equipment.
- 49 **'Meter Reader'** means, by definition of the Source Supplier and/or the Transporter, the person, or company appointed to undertake a Meter Reading.

- 50 **'Meter Reading'** means, by definition of the Source Supplier and/or the Transporter, the reading of the index of the Meter that states the amount of Energy that has been consumed at a Site.
- 51 **'Metering Equipment'** Means the energy meter and other related devices, like key cards or In-Home Display devices, (IHD) 'Smart Meters' & 'AMR Device'.
- 52 **'Microbusiness Consumer'** means an Energy consumer who (a) has or expect to have an annual electricity consumption of not more than 100,000kWh or an annual gas consumption of not more than 293,000kWh; or (b) has fewer than 10 employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 Million. It is the customer's responsibility to inform D-ENERGi if the site listed on the Relevant Order Confirmation is a microbusiness. This should be confirmed within the Relevant Order Confirmation by the customer. Only one of the criteria needs to be met in order for the Site to be treated as a microbusiness.
- 53 **'Microbusiness Status'** means either the customer is categorised as a 'Microbusiness Consumer' or 'a Non Microbusiness Consumer'. 'D-ENERGi' and its source suppliers are obliged by its regulator Ofgem to categorise its 'Microbusiness Consumers' and Non Microbusiness Consumers as outlined in definitions clause 52.
- 54 **'Monthly Invoices'** means the fixed monthly amount the Customer will pay based on the Nominated Consumption. The Monthly Invoice may be adjusted in accordance with this Agreement and does not represent a breakdown of the Energy consumed at a Site during each month.
- 55 **'National Terms of Connection'** the agreement on the Source Supplier's national terms of connection, reference to which is printed after the end of these terms and conditions.
- 56 **'Negotiated Rates'** means that when the Term is due to end, and the Customer can provide proof of cheaper renewal rates, D-ENERGi can, if the market allows, offer a price match. If Negotiated rates are accepted, a new agreement must be signed and the Negotiated Rates will take effect from the date set out within the new agreement.
- 57 **'Network Code'** means the contract defining the rights of Gas shippers, National Grid Plc, or any other person authorised to transport Gas through pipes in accordance with the terms of the Gas Act 1986. Please note that D-ENERGi is not a Gas transporter. More information can be received from the relevant Source Supplier upon request.
- 58 **'Network Operator'** means the network operator that is responsible for the supply of electricity within the area where the Site is located.
- 59 **'Night Rates'** are the rates applicable, pending the type of Meter, charged between 00:00 and 06:00 during each day.
- 60 **'Nominated Consumption'** means the amount of Energy, which the Customer estimates (using reasonable endeavours) that it will require at each Site, in each Contract Year, as confirmed within the Relevant Order Confirmation.
- 61 **'Official Contract End Date or OCED'** means the date that signifies the end of the Initial Term as set out within this Agreement. The Customer may request confirmation of the OCED from D-ENERGi at any time after D-ENERGi commences the supply of Energy to the Customer.
- 62 **'Ofttake Point'** means the final outlet of a Meter at which point the ownership and risk of the Energy will pass to Customer.
- 63 **'Order Confirmation Form'** means D-ENERGi's written order confirmation form, setting out the terms of the Agreement, that has been signed by the customer and returned to D-ENERGi (either by fax, post, email or in person) as acceptance of its agreement for D-ENERGi to arrange the supply of Energy to the Customer (subject to these Terms and Conditions).
- 64 **'Out Of Contract Pricing'** means If a 'Customer' does not renew with 'D-ENERGi' within a six week period before 'OCED'. DENERGi may get charged 'Out Of Contract Pricing' from its 'Source Supplier'. D-ENERGi reserves the right to pass on any 'Out Of Contract Pricing' charges to the Customer for any additional costs D-ENERGi may be charged by it's 'Source Supplier'.
- 65 **'Party'** means the Customer, D-ENERGi or any of their Affiliates.
- 66 **'Pass-Through'** means any applicable third party costs, charges, tax, duty, levy or any government imposed charge relating to the supply and distribution of electricity supply point including, but not limited to transportation and distribution use of system charges by the network operator, equipment charges and VAT.
- 67 **'Password'** means the alpha numeric word/phrase, nominated by the Customer, to be used for security and access to the Customer's account with D-ENERGi.
- 68 **'Price Review Terms'** Price Review Terms will be sent 60 days before the Annual Price Review Date. The Price Review Terms will only be issued where a Fixed Term Contract has been agreed.
- 69 **'Refreshed'** The term of this Agreement may be extended or Refreshed for up to 12 months should the Customer not serve Valid Notice before the end of the initial term. The length of the term will be notified to the Customer by D-ENERGi within the Statement of Renewal Terms and it means that a higher unit rate may be applied for energy consumed on site, which will depend on a variety of factors; If no 'Valid Notice' has been served, D-ENERGi will have no alternative but to apply a rate based on the market at that time and the Refreshed Rates shall apply.
- 70 **Reactive Power Charges:** means any charges by the Network Operator or any other cost increases borne by us as a result of your use of reactive power at the Premises.
- 71 **Renewables Obligation:** means in relation to your Supply of Electricity, the Buy Out Price as defined in the Renewables Obligation Order multiplied by our renewables obligation (as such term is defined in the Renewables Obligation Order) & Renewables Obligation Order: means the Renewables Obligation Order 2009 and/or the Renewables Obligation (Scotland) Order 2009 (as applicable)
- 72 **Renewable Source Electricity:** means over the Term of the Contract, on average, electricity produced from renewable energy sources as evidenced by a guarantee of origin issued under (or recognised for the purposes of) the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003.
- 73 **'Refreshed Rates'** means the rate(s) that will be applied to the Agreement, should the Agreement be Refreshed. The Refreshed Rate will be set by D-ENERGi (at its sole discretion) and shall apply up to 12 months as notified to the Customer within the Statement of Renewal Terms. Valid Notice must be served to avoid the Agreement being Refreshed (see definition of Valid Notice below).
- 74 **'Relevant Order Confirmation'** means the agreement between D-ENERGi and the Customer, confirmed either by way of the Order Confirmation Form (Non-Verbal) or by the Verbal Agreement, as the case may be (subject in both cases to these Terms and Conditions).
- 75 **'Reviewed Prices'** The Prices that shall apply from the Annual Price Review Date if no Genuine Offer is received from the customer. The Reviewed Prices will be set by D-ENERGi (at its sole discretion) and shall apply for 12 months.
- 76 **'Site'** means the location where the Energy is delivered to. This is the supply address as confirmed within the Relevant Order Confirmation.



- 77 **'Security Charge'** is a non-refundable risk handling charge taken as a lump sum before the Live Date. It will be based on the unit prices and annual consumption of Energy. The amount of the charge shall be confirmed within the Relevant Order Confirmation, and it will be the equivalent to at least one monthly payment.
- 78 **'Security Deposit'** means a sum of money we may request at any time prior to the commencement of, or during the contract period. We will return the deposit in full at the end of the contract provided there are no arrears or unpaid charges on the account; we reserve the right to partially or fully offset any deposit held against any outstanding balance on your account.
- 79 **'Small Site'** means a Site whereby the actual consumption of gas is equal to or exceeds 73,245 kWh but which is less than 732,000 kWh.
- 80 **'Smart Meter'** means a meter type which sends automatic reads to the supplier in real time and can help the customer better understand their consumption. Smart Meters will provide 'D-ENERGi' or its 'Source Supplier' consumption data for multiple time periods.
- 81 **'Source Supplier'** is the regulated OFGEM licensed commercial electricity and/or gas supplier that D-ENERGi uses to provide the Customer with a commercial Energy supply in accordance with this Agreement. D-ENERGi reserves the right to use more than one Source Supplier to supply Energy to a Site.
- 82 **'Standing Charge'** is the charge applied for the supply of Energy on a daily or monthly basis, as confirmed within the Relevant Order Confirmation, or shown on the Statement of Renewal Terms.
- 83 **'Statement of Account'** means the annual statement D-ENERGi shall produce to show actual energy consumption.
- 84 **'Statement of Renewal Terms'** means the statement, issued by D-ENERGi, to the Customer, not less than 60 days before the end of the Initial Term, advising of the Refreshed Rates and the term upon which the Agreement will be Refreshed. For micro business customers, the Statement of Renewal Terms will be issued no less than 60 days before the contract end date.
- 85 **'Supply Point'** means the point (s) at which D-ENERGi shall make Energy available to you under this Agreement.
- 86 **'Term'** means the duration of this Agreement, until it is terminated.
- 87 **'Termination Fee'** means the charge that D-ENERGi shall apply to the Customer, from time to time, in the event that the Agreement is terminated. This shall include all charges that would have been applied to the customer during the Term and any additional loss or costs that D-ENERGi may suffer (including those applied by the Source Supplier) as a result of the termination of the Agreement, on a full indemnity basis.
- 88 **'Third Parties'** means any broker, or consultancy with a financial incentive to disrupt and/or terminate this agreement.
- 89 **'Third Party Costs or 'TPC':** meaning any non-energy / non commodity costs ranging from but not limited to TNUoS, BSuoS, DUoS, FIT, CFD, Ofgem TCR Target charging review, or any Renewables Obligations, Passthrough. For more information refer to our TCR guide on the D-ENERGi customer zone [www.d-energi.com/customer-zone/TCR](http://www.d-energi.com/customer-zone/TCR)
- 90 **'Transitional Charges'** means future charges which may become liable to the customer due an increase in 'Pass Through' costs to D-ENERGi.
- 91 **'Transporter'** means National Grid Plc or any other person authorised to transport Gas through pipes in accordance with the terms of the Gas Act 1986.
- 92 **'Transporters' Equipment'** means all equipment deemed necessary by Transporter and installed by or on behalf of Transporter for the delivery of Gas to the Customer.
- 93 **'Transportation Charge'** means the charge payable by the Customer to D-ENERGi, set at £0.98p per day, unless stated otherwise within the Relevant Order Confirmation.
- 94 **'Valid Notice'** means notice served in accordance with clause 3 of the "DURATION AND TERMINATION" section of this Agreement.
- 95 **'Verbal Order Confirmation'** means the agreement, confirmed by telephone, and setting out the terms of the Agreement, that has been confirmed and accepted by the Customer as acceptance of its agreement for D-ENERGi to arrange the supply of Energy to the Customer (subject to these Terms and Conditions).
- 96 **'Welcome Pack'** means the welcome pack supplied by D-ENERGi to the Customer after the Agreement Date, including details of the Source Supplier and such other information as is relevant to the supply of Energy under this Agreement.



## BASIS OF CONTRACT

- 1 'D-ENERGi' reserves the right to update and amend these terms and conditions from time to time. By continuing to use D-ENERGi and our services this will be deemed acceptance of our new terms and conditions. To locate the most relevant terms and conditions please refer <https://www.d-energi.com/customer-zone/> select view our latest terms and conditions.
- 2 The Agreement shall be completed by way of either (a) an Order Confirmation Form or (b) a Verbal Order Confirmation.

### The following 3 clauses apply to Verbal Order Confirmations only:

- 3 The Verbal Order Confirmation constitutes an offer by D-ENERGi to supply Energy to the Customer in accordance with the Agreement.
- 4 The Verbal Order Confirmation shall be deemed to be accepted when the Customer confirms acceptance of the order on the telephone with D-ENERGi's representative, at which point, and on which date, the Agreement shall come into existence.
- 5 Any quote given by D-ENERGi, before the Verbal Order Confirmation, shall only be valid at the date of issue and the Contract Price may alter at the time that the Agreement comes into existence in accordance with clause 3 above. It is the Customer's responsibility to check that the Contract Price is still valid at the time that the Agreement comes into force.

### The following 3 clauses apply to written Order Confirmation Forms only:

- 6 The Order Confirmation Form constitutes an offer by D-ENERGi to supply Energy to the Customer in accordance with the Agreement.
- 7 The Order Confirmation Form shall be deemed to be accepted when the Customer issues written acceptance of the order by signing and dating the Order Confirmation Form and then the Order Confirmation Form has been countersigned by D-ENERGi, at which point, and on which date, the Agreement shall come into force.
- 8 Any quote given by D-ENERGi, by issuing the Order Confirmation Form, shall only be valid at the date of issue and the Contract Price may alter at the time that the Agreement comes into existence in accordance with clause 6 above. It is the Customer's responsibility to check that the Contract Price is still valid at the time that the Agreement comes into force.

### The following clause will apply to Fixed Term Contracts only

- 9 If you entered into a Fixed Term Contract for an Initial Term of 24 months or longer, we will write to you in the form of the Price Review Terms which will be sent 60 days before the Annual Price Review Date. We will waive any Termination Fee if we are unable to match a Genuine Offer for a comparable service from an alternative supplier.

The Genuine Offer needs to be received between 60 and 30 days before the Annual Price Review Date of the Fixed Term Contract. To enable us to determine eligibility for the waiving of a Termination Fee we require written evidence in the form of a formal offer to supply the premises from the alternative supplier and 14 days in which to compare the proposed pricing and to respond to you. If at any time you breach the terms of this agreement, you waive your right to the yearly price review and competitor price match.

### The following clauses apply to all Agreements:

- 10 At commencement of our agreement or at renewal we will ask the customer to confirm your 'Microbusiness Status' on the 'Order Confirmation Form' as defined in our definition clauses 'Microbusiness Consumer' and 'Microbusiness Status'. If the customer does not provide the necessary information on the 'Order Confirmation Form' for 'Microbusiness Consumer' The customer(s) 'Microbusiness Status' will be determined by consumption which is set at 100,000 KWh annual electricity consumption and 293,000 KWh annual consumption for gas. To learn more about Microbusiness Consumers and how this affects you, please refer to our Microbusiness guide at [www.d-energi.com/rmbg](http://www.d-energi.com/rmbg)
- 11 The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of D-ENERGi which is not set out in the Agreement.
- 12 These terms and conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 13 In this Agreement the singular includes the plural and vice versa and each of the masculine, feminine and neuter genders.
- 14 By entering into this Agreement the Customer gives its consent for D-ENERGi to act on their behalf in sourcing Energy and grants irrevocable authority for D-ENERGi to sign contracts with the Source Supplier, for the supply of Energy, as agent of the Customer. D-ENERGi confirms that any agreement that it enters into with the Source Supplier shall not extend beyond the duration of the Term (save where the Agreement is Refreshed or when Deemed Rates apply).
- 15 To avoid objection and aid a smooth transfer of the Energy supply, the Customer must ensure any debt over 28 days old is paid in full with its current supplier of Energy. If the Customer has not cleared its arrears with its current supplier, or is currently in a fixed agreement with another supplier, or signs another agreement and chooses to go to another supplier of Energy before the Live Date, then the Customer shall be liable to pay the Termination Fee to D-ENERGi.
- 16 D-ENERGi reserves the right to increase or decrease the OCED by up to 61 days, as this may be necessary as D-ENERGi seeks to provide the best rates in the energy market and align with the Source Supplier. The Customer may request confirmation of the OCED from D-ENERGi at any time after D-ENERGi commences the supply of Energy to the Customer

## DURATION AND TERMINATION

- 1 This Agreement shall take effect either from the date of the D-ENERGi's signature (as stated on the Order Confirmation Form) or from the date of the Customer's acceptance of the Verbal Agreement (as confirmed on the telephone), as the case may be, and shall remain in full force from the Agreement Date and for the duration of the Initial Term and unless terminated in accordance with this Agreement,
- 2 If Valid Notice is not served before the end of the Initial Term, this Agreement shall continue thereafter on the terms set out within the Statement of Renewal Terms, subject to either party giving the other a Valid Notice to terminate the Agreement, with such notice expiring on an anniversary date of the Live Date.
- 3 For a Valid Notice to be served, the following conditions must be satisfied:
  - (a) It must be sent to our Manchester office for the attention of Customer Services;
  - (b) It must be sent by post;
  - (c) It must be printed on the letter headed paper of the Customer;
  - (d) All customers can save their termination notice at any point up to 30 days before the contract end date of the initial term or any subsequent anniversary of the Live Date. The customer must inform D-ENERGi that the site listed on the Relevant Order Confirmation is a micro business and falls within the criteria as specified under our definitions section of this agreement.
  - (e) It must be signed by an Authorised Person. Any notice that does not satisfy the conditions above, will not be a Valid Notice, and will be rendered void. Any notice that is not a Valid Notice, will not receive any response from D-ENERGi. It is the Customer's responsibility to ensure that Valid Notice has been served and accepted.
- 4 If the Agreement continues beyond the Initial Term, then the Agreement shall be Refreshed and the unit rate(s) and any other charges applicable for the supply of Energy to the Customer will be set at the Refreshed Rates, unless D-ENERGi and the Customer have otherwise agreed Negotiated Rates.
- 5 If Valid Notice is served, then the Customer must sign a renewal contract either with D-ENERGi or an alternative supplier, no later than 6 weeks before the OCED. If a new contract is not signed by this point, then the unit rate(s) and any other charges applicable for the supply of Energy to the Customer after the end of the Term will be set at the Deemed Rates, until such time as any new contracted prices have been processed by D-ENERGi, or the Energy begins to be supplied by an alternative supplier.
- 6 D-ENERGi may object to the transfer of any change of Energy supplier to an alternative supplier, other than the Source Supplier, during the Term. Should a change of supplier be successful, and a Valid Notice has not been served by the Customer, then the Customer will be liable to pay the Termination Fee to D-ENERGi. The Termination Fee shall be payable immediately upon D-ENERGi submitting written notice on the Customer that the Termination Fee is due and payable.
- 7 D-ENERGi advises the Customer that any transfer of Energy supply may take between 6 to 8 weeks to be completed, during which time, Deemed Rates may be applied. If for any reason D-ENERGi and the Source Supplier are unable to stop the transfer to an alternative supplier within the Initial Term or following being the Agreement being Refreshed, then D-ENERGi reserves the right to charge the Customer the Termination Fee. The Termination Fee shall be payable immediately upon D-ENERGi submitting written notice on the Customer that the Termination Fee is due and payable.
- 8 Notwithstanding clause 9 below, if the Customer fails to comply with any of its obligations under this Agreement, and such failure remains unremedied for 14 days, after D-ENERGi has given notice to the Customer, requiring the same to be remedied, D-ENERGi shall work alongside the Source Supplier to enable the suspension of the Customer's Energy purchase and management. All costs which D-ENERGi incurs in enabling the suspension of the purchase and management of Energy, and any reinstatement of supply, by the Source Supplier, to the Customer, shall be borne by the Customer before its resumption of the purchase and management of the Energy supply commences.
- 9 In the event that the Customer is in breach of any of its material obligations under this Agreement, and fails to remedy the breach within 14 days of receiving written notice, D-ENERGi reserves the right to instruct the Source Supplier to cease the supply of Energy to the Customer and this Agreement shall be terminated and the Customer shall be liable to pay the Termination Fee to D-ENERGi. D-ENERGi shall notify the Customer in these circumstances and the Termination Fee shall be payable immediately upon D-ENERGi submitting written notice on the Customer that the Termination Fee is due and payable.
- 10 Subject to clause 11 below, either Party may terminate this Agreement forthwith by serving notice to the other Party if the other Party becomes insolvent, or goes into liquidation, administrative receivership, or being an individual, applies for a voluntary arrangement or enters into some scheme or arrangement with creditors or is unable to pay his/her debts within the meaning of Section 268 of the Insolvency Act 1986, or presents a petition to the court for his/her bankruptcy. If D-ENERGi terminates the Agreement under this clause, then the Termination Fee shall be applied and shall be payable immediately upon D-ENERGi submitting written notice on the Customer that the Termination Fee is due and payable.





11 If D-ENERGi becomes insolvent, or goes into liquidation or administrative receivership, then the End User's account will automatically transfer to the Source Supplier, provided that D-ENERGi has given prior written consent to the Source Supplier, as agent, on the End User's behalf. No further consent to the transfer shall be required from the End User. The Source Supplier reserves the right to recover any previous outstanding sums from the End User in respect of the supply of energy relating to the Site and the Source Supplier shall have the right to enforce the terms of this Agreement as if it were a Party to it.

12 The Customer acknowledges that D-ENERGi has given the Customer the benefit of a contract in expectation that it would be paid in full for the full duration of the Term, and that the Contract Price has been calculated on this basis and that D-ENERGi has incurred costs accordingly (including entering into agreements with the Source Supplier. However if the Customer intends to leave the Site during the Term, D-ENERGi may allow the Customer to terminate the Agreement early on the following conditions:

- a. the Customer must give D-ENERGi at least one months written notice, stating the date that it intends to leave, the new address, and the name and current address of the proposed new owner or occupant;
- b. the Customer must provide a meter reading on the date that it leaves; and
- c. D-ENERGi reserves the right to add to the final invoice, a one-off cancellation fee equivalent to 3% of the value of the Annual Quantity of Energy at the Contract Price for each full calendar month remaining from the date of early termination until the end of the Term.

13 Following termination of this Agreement for any reason, a final invoice will be sent to the Customer within 14 days of a meter reading being registered with D-ENERGi after the date upon which termination takes effect, this debt must be paid within 14 days of the date of the final invoice.

14 The Customer may not terminate this Agreement for any reason if any invoice remains unpaid, and the Customer agrees not to move to a new supplier of Energy after the Term, until all debts owed to D-ENERGi are cleared in full.

15 D-ENERGi will not be held liable for any direct or in-direct costs due to delay in taking over the Energy supply by a new supplier following termination of this Agreement.

16 Termination of this Agreement shall not affect the operation of Deemed Rates if no supplier has been chosen by the Customer within the notice period.

17 D-ENERGi may suspend the provision of Energy under this Agreement, without liability to the Customer, if it (acting reasonably) deems it necessary to do so, including, but not limited to, any of the following events:

- a. To avoid danger or harm;
- b. If continuing to supply the Energy will result in a breach of any applicable law or regulation.

18 The customer and D-ENERGi may agree to mutually terminate this agreement forthwith. If this is the case D-ENERGi will inform the 'source supplier' by providing a meter read provided by the customer. After termination the customer understands 'the source supplier' may charge higher rates than the agreed prices under this agreement with D-ENERGi. D-ENERGi cannot be held be responsible for any higher energy charges which may be applied by the source supplier to the customer, after termination date and final read, provided by the customer.

## WARRANTIES

### The Customer warrants and agrees:

- 1 That he/she/they (as in ltd company, partnership, sole trader or limited liability) is the owner, occupier or person authorised to sign this Agreement for the Site(s) on behalf of the Customer.
- 2 To have the continuing ability to, and authority, to fulfil the obligations of the Customer and to administer the rights of the Customer, as set out herein with respect to each Site.
- 3 That D-ENERGi may deal solely with the Customer, and rely solely on such dealings with the Customer in all matters relating to the purchase and management of Energy hereunder at each Site, including but not limited to the giving and receiving of all notices, and statements, and the making and witnessing of all measurements and tests, the paying and receiving of all amounts due hereunder and the settlement if all disputes with respect thereto;
- 4 That the appliances that the Energy is used to service or power are used; only for the purpose for which they were intended, to operate so that at all times they remain compatible with the meter currently installed at the Site, to, at all times, ensures maintenance and good order, repair where necessary and that, by using Energy supplied under this Agreement from the Source Supplier, the proper standards of safety are maintained.
- 5 To provide such information, and provide such authorisations, consents and approvals as D-ENERGi requires, to enable it to supply Energy at the Site in accordance with all applicable laws, rules and regulations.
- 6 Customer must inform D-ENERGi as to whether it is a Microbusiness Consumer at the date of the Agreement and if it subsequently ceases to be, or becomes, a Microbusiness Consumer at any time during the Term.



## OBLIGATIONS OF CUSTOMER

- 1 The Customer shall, at all times:
    - a. Not interfere in any way with the Meter and maintain it in good working condition.
    - b. To inform D-ENERGI of all reasonable requirements in respect of health and safety at the Site (where D-ENERGI's employees, subcontractors or agents are required to attend the Site).
    - c. Allow the D-ENERGI, the Source Supplier, Transporter or their agents, access to each Site, for any purpose, whatsoever connected with the Supply of Energy under this Agreement.
    - d. Keep D-ENERGI informed as to the intended use of the Energy from the Source Supplier.
    - e. Immediately inform D-ENERGI if it ceases to be a Small Site.
    - f. Not install any apparatus, which may cause pressure fluctuations in the Transporters' Equipment.
    - g. Not mix Gas with any substance.
    - h. Not install any apparatus, which may cause the meter not to function as it should do when installed. This may lead to further consequences.
    - i. Promptly comply with any reasonable directions given to it by D-ENERGI with regards to the supply of Energy (including those set out within the Welcome Pack).
    - j. In the event of an emergency, comply with the escape procedure and ring the number given in the Welcome Pack for the local area supplier. Alternatively, refer to [www.d-energi.com](http://www.d-energi.com) for your emergency numbers or [www.nationalgrid.com/uk/](http://www.nationalgrid.com/uk/) for more emergency numbers on gas.
    - k. Be responsible for all connections and apparatus after the Meter.
    - l. Ensure that the Supply Points are ready, prepared and available to receive the Energy that is supplied under this Agreement.
    - m. Not to request a quantity of Energy which is in excess of what the Meter is capable of receiving at any one time, over any period of time. The Customer agrees to be billed at the consumption agreed within the Relevant Order Confirmation. If there is a genuine need for an increase in the annual consumption of Energy, the Customer shall contact D-ENERGI's Customer Services, giving no less than 28 days notice of the proposed increase. The Customer agrees to be billed at National Grid Plc AQ in relation to the supply of gas.
  - n. Give two names and contact numbers of people based at the Site, who can be contacted in the result of an emergency.
  - o. Comply at all times with the National Terms of Connection and the Balancing and Settlement Code and not to do, or omit to do, anything that would result in a breach of the same.
- 2 The Customer shall immediately inform D-ENERGI if it is, or may, be in breach of any of the obligations set out in clause 1 above, or if it is in breach of any of the warranties set out in the "WARRANTIES" section of this Agreement.
  - 3 If during a Contract Period you cease to use the Energy at any Supply Point we will still need to charge you for costs incurred by us in relation to the Supply Point for the remainder of the Contract Period unless you request us to isolate the Supply Point.
  - 4 The Customer may be charged for any losses that D-ENERGI may suffer as a result of the Customer breaching this Agreement, as set out in the section headed "PRICE ADJUSTMENT AND ADDITIONAL CHARGES" below.
  - 5 In the event that the Customer suffers any loss, as a result of a legitimate action by the Source Supplier, the Customer shall not bring any action or proceedings against D-ENERGI.



## QUANTITIES AND AGREED CONSUMPTION

- 1 D-ENERGi will purchase and manage Energy to the levels of maximum consumption, as determined by reference to the Agreed Consumption. In the case of more than one Meter at the Site that forms part of this Agreement, the Customer shall allocate its receipt of Energy between meters; provided however, the Source Supplier obligation to manage shall be limited to the capacity of the existing Metering equipment.
- 2 If the Customer needs to receive more than the Agreed Consumption for a Site, the Customer must inform D-ENERGi in advance, in writing and, in turn, the Source Supplier is notified accordingly. The Customer shall be liable for all costs incurred by D-ENERGi from the Source Supplier, as a result of the Customer exceeding the Agreed Consumption. These costs may be invoiced by D-ENERGi at any time after it becomes aware that they may arise.
- 3 D-ENERGi will provide the Customer with a Statement of Account for each Contract Year.
- 4 If, at any time, D-ENERGi believes that the Customer needs to receive more than the Agreed Consumption for a Site, D-ENERGi shall be entitled to increase the Contract Price accordingly to provide for such adjusted consumption. In these circumstances, the Monthly Invoice amount will be amended accordingly.
- 5 If the Customer receives from Source Supplier, in any Contract Year less than the Agreed Consumption for each Contract Year, D-ENERGi shall be entitled to adjust the Contract Prices in accordance with the Customer's actual consumption, by charging the Customer. The Customer shall be obligated to pay an amount equal to the difference between the actual quantity so received, and the Agreed Consumption, multiplied by the Contract Price. These costs may be invoiced by D-ENERGi at any time after it becomes aware that they may arise.
- 6 If the Agreement has been Refreshed, the Agreed Consumption will be updated. This may be different to the Agreed Consumption shown within the Relevant Order Confirmation. By entering into this Agreement, the Customer agrees that the Agreed Consumption may be updated by D-ENERGi (acting reasonably) at the point of renewal and this will supersede the agreed consumption figure confirmed with the relevant confirmed order confirmation.
- 7 Settlement charge may be applied to the customer if the agreed consumption is 10% higher or lower than the agreed annual consumption within a given 12 month contracted period, this additional charge may be applied to the customer if D-ENERGi has to sell back or purchase more electricity or gas due to an increase or decrease in the agreed consumption, in this instance we shall be entitled to charge you at deemed rates based at the time of calculation on the difference.

## CONNECTION AGREEMENT

- 1 By taking on the Source Supplier you also agree with the Network Operator, in whose area your Site is situated, that the connection at which Energy is delivered to your Site will be governed by that Network Operator.
- 2 You agree that by entering into the Agreement, you are also entering into an agreement with the Source Supplier for the supply of electricity on the terms and conditions of the National Terms of Connection.

## QUALITY AND METERING

- 1 Gas supplied by the D-ENERGi Source Supplier shall comply with the same standards of pressure and quality as applied to the supply of Gas by the Transporters under the Gas Act 1986 and any applicable Statutes or Regulations.
- 2 The Source Supplier is responsible for the installation, operation and maintenance of each Meter.
- 3 Meter Readings shall be conducted, by the Customer, unless otherwise agreed. D-ENERGi will attempt to ensure two accurate readings are taken in any Contract Year.
- 4 If, in any Contract Month, the Meter is not read or a Meter Reading is not made available to D-ENERGi, by the meter reader or the Customer, then the volume of Energy consumed will be estimated based on historical trends and payments. If an invoice covers a period of more, or less than, a calendar month, then D-ENERGi reserves the right to adjust the monthly invoice accordingly to reflect and coincide with the regular monthly payment.
- 5 If D-ENERGi makes all reasonable efforts to request a meter reading from the Customer, but this request is declined, D-ENERGi may send out a data collector to read the meter. In this instance, D-ENERGi reserves the right to pass the cost of the visit to the Customer.
- 6 The Customer may request that the Meter be verified for accuracy. Where the Meter is found to have been registered inaccurately, then appropriate adjustments to payments shall be made. If the Customer believes that the meter is faulty, causing a misrepresentation of consumption, and the Meter is found to be reading properly, the Customer will pay for the cost of the Meter examination.
- 7 The readings shown on the Meter shall be evidence of the volumes of Energy used.

## SMART METERS AND DATA COLLECTION

In line with the government smart meter roll out plan D-ENERGI or its source supplier will aim to provide a service based around using the latest use of Smart Meters or Automated Meter Reading Device(s) (AMR) where possible.

This may be an electricity and/or gas meter, together with associated communications equipment, and may include a In-Home Display ("Smart Meter"). This section explains how we install and manage a Smart Meter or Automated Meter Read device ("AMR") and how data is collected.

Please note we may not be able to offer you In-Home Display 'Smart Meter' or an 'AMR Device' depending on various factors but not limited to your consumption, location and current type of meter.

- 1 If you do not have a 'Smart Meter', or an 'AMR Device' we will continue to use your existing metering equipment until a 'Smart Meter' or an 'AMR Device' is installed. We will continue to supply through the existing equipment, although you may not have access to all our services. Obligations and responsibilities in these Terms apply to both 'Smart Meters' / 'AMR Devices' and existing 'Metering Equipment'. D-ENERGI reserves the right to charge for any future upgrades of Smart Metering infrastructure or any other 'Metering Equipment'.
- 2 The charges detailed in your 'Relevant Order Confirmation' are prepared on the assumption that your 'Metering Equipment' is in fully functioning order. D-ENERGI shall invoice charges incurred to rectify any defects to obtain meter readings in accordance with industry standards.
- 3 If you do not have a 'Smart Meter' or an 'AMR Device' at your Site, or we cannot operate the meter you do have, 'D-ENERGI' or its 'Source Supplier' may install one or upgrade your existing 'Metering Equipment'. We will arrange an appointment with you for the installation. If you cancel, we may charge you for the cancelled appointment.
- 4 'D-ENERGI' may need to change your meter and install a 'Smart Meter' or an 'AMR Device' to comply with industry standards. If 'D-ENERGI', or its 'Source Supplier' representatives and suitably qualified subcontractors are unable to gain safe access to complete 'Metering Equipment' upgrades to comply with industry standards, 'D-ENERGI' will notify the customer, if it is not rectified to 'D-ENERGI's satisfaction within 14 days of notice. 'D-ENERGI' reserves the right to terminate this agreement as outlined in clauses 8 and 9 under duration and termination. 'D-ENERGI' shall pass through to the customer any additional costs incurred by D-ENERGI as result of such failure. A termination fee may also become liable in accordance with our duration and termination clauses.
- 5 If you refuse 'D-ENERGI', or our representatives, to upgrade your 'Metering Equipment' we may transfer you onto our deemed pricing structure. As this may be more expensive, we will give you 14 days' notice of this change.
- 6 Your 'Smart Meter' or 'AMR Device' is owned by 'D-ENERGI' or its 'Source Supplier'. You are responsible for looking after your 'Metering Equipment', and for keeping all pipes, fittings, and equipment in good working order. You agree not to remove or damage or allow anyone else to remove or damage, the 'Smart Meter' or any other 'Metering Equipment' (including the communications equipment or keypad or display). If you notice any damage or tampering, you must tell us straight away. We may charge you for the costs of repairing or replacing damaged equipment where it has not been looked after properly, this may include replacement top up cards or In-Home Displays. If 'D-ENERGI' or its 'Source Supplier' believe the 'Metering Equipment' has been tampered with we reserve the right to terminate this agreement as outlined in clause 4.

- 7 We may be able to repair, or update your 'Smart Meter', or change it to prepayment, remotely without the need to visit your Site in person.
- 8 Your Smart Meter will record data about your energy usage and technical data from the meter and send the data to us. We will collect data automatically and you do not need to do anything unless you want to change the frequency of the data we collect. The collection of data may happen once a day or at different intervals. We will charge you for your energy using information about your usage collected from your 'Metering Equipment'. If we cannot access data from the 'Smart Meter'(s) or the 'AMR Device'(s) we will need to estimate your usage or contact you to provide us with a valid meter read.
- 9 The 'Smart Meter' & 'AMR Device' records data halfhourly. We would like to use this data in order to ensure we minimise the costs of energy. By entering into this Agreement you are opting in, and giving your consent to allow us to collect this half-hourly data.
- 10 If you do not have a 'Smart Meter' or an 'AMR Device' and we cannot connect to your Smart Meter to collect data, you will need to continue to provide us with meter readings, in which case we may ask you for meter readings at regular intervals.
- 11 'D-ENERGI' will appoint suitably qualified subcontractors of its choosing to provide metering services, except where the Site have half-hourly electricity Metering Points and you provide to 'D-ENERGI' a valid metering services agreement for meter provision and maintenance at those Metering Points and/or respective data services.
- 12 You shall be liable for all costs and liabilities reasonably or inevitably incurred by 'D-ENERGI' a result of your appointing, or your appointed representative nominating, of suitably qualified sub-contractors to provide metering services, including an administration cost of £25 plus VAT.
- 13 Where you have an agreement with a suitably qualified subcontractor you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall indemnify 'D-ENERGI' against any and all liabilities, losses, costs, expenses and damages suffered or incurred by 'D-ENERGI' arising out of or in connection with any failure by any suitably qualified subcontractors appointed or nominated by you, or your appointed representative to operate in accordance with Good Industry Practice.
- 14 Where a Metering Point has been Disconnected, you shall pay any ongoing charge applicable to the site metering equipment until such equipment is removed.





## HALF HOURLY METERS

(This section only applies to half-hourly meters – as indicated within the relevant order confirmation)

- 1 Where a Site has a maximum demand of 100 kilowatts or more and requires a Half-Hourly Meter, you shall provide appropriate metering equipment including a permanent, functioning communications facility and we will terminate any existing Term from the date of installation of the new equipment and provide you with a new agreement. We may charge you for all costs reasonably incurred for failure to ensure such provision.
- 2 In respect of all Half-Hourly Meters, you shall have an agreement in place with a Meter Operator for metering equipment provision and maintenance. In respect of all other Meters you may request that we appoint a Meter Operator and Data Collector of your choice.
- 3 In all cases, you shall give us at least one month's notice before the appointment of your Meter Operator or Date Collector 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. We may reject or delay appointment of a Meter Operator or Data Collector of your choice where we have reasonable grounds to do so. You shall not have more than one Meter Operator, Data Collector or Data Aggregator at any one time to perform the relevant agent service for each Meter. All Meter Operators, Data Collectors and Data Aggregators must be suitably qualified and if your Meter Operator or Data Collector ceases to be suitably qualified we will appoint a replacement and recover from you all costs reasonably incurred.
- 4 D-ENERGI shall not be responsible for, nor shall we have any liability to you whatsoever for any losses, costs expenses or additional charges caused by the acts or omissions of any Meter Operator, Data Collector and/or Data Aggregator.
- 5 It is the Customers responsibility to inform D-ENERGI of any current agreements in place with Meter Operators, Data Collectors and Data Aggregators that are in place for a Half Hourly Meter that is in contract with D-ENERGI. If the Customer informs D-ENERGI that there is no Meter Operator, Data Collector or Data Aggregator, or that the current agreements with them don't run for the duration of the Initial Term then D-ENERGI shall enter into contracts with the Meter Operator, Data Collector and/or Data Aggregator (as the case may be) for a period of up to five years as agent on the Customer's behalf. The Customer will be liable for all costs incurred by D-ENERGI for this service. If the Customer inaccurately informs D-ENERGI that there is no agreement in place with a Meter Operator, Data Collector or Data Aggregator and D-ENERGI then agrees a new agreement with a Meter Operator, Data Collector or Data Aggregator, then the Customer acknowledges that, it could result in the Customer being charged a termination fee from the current Meter Operator, Data Collector or Data Aggregator (as the case may be).
- 6 If the Customer's current Capacity is not appropriate for its' consumption, D-ENERGI will (if it deems necessary), adjust the Customer's Capacity with the local network distributor and, if needed, arrange for works that are necessary to be carried out at the Site. The Customer shall be liable for all costs and charges incurred by D-ENERGI in doing so.
- 2 In addition to the Contract Price, the Customer shall pay to D-ENERGI, if required all pass through costs realising but not limited; Standing charges, Security, Credit Risk, Capacity, Cfld, Transportation Charge, Fit Costs, Green Deal, Renewable Obligation costs and any other Pass through charges required and all other third party costs.
- 3 D-ENERGI shall charge the Customer a Credit Risk Charge which will be applied depending on the Customers credit rating and at the sole discretion of D-ENERGI. The Credit Risk Charge will be split over the duration of the Initial Term and will be paid by direct debit as part of your monthly payment (as shown on the Monthly Invoice).
- 4 If the Customer cancels its direct debit payments at any time, then D-ENERGI reserves the right to add a 20% surcharge to the Contract Price. This surcharge shall apply for the said month and will continue until the Customer reinstates the direct debit payments.
- 5 D-ENERGI will give no less than 30 days notice, in writing, of any proposed changes to the 'Contract Price' under this Agreement. Unless the 'Source Supplier' goes into administration or ceases trading. If so no notice period will be applied, any back dated period of charging will be limited to no more than 60 days. If no written response from the Customer is received within the notice period, this will indicate acceptance of such changes.
- 6 D-ENERGI may, at any time, amend this agreement and the Contract Price as a result of increased charges in 'Third Party Costs' or if there is a significant increase in prices from our 'Source Supplier'. Any such change would result in the 30 day letter referred to in clause 5 of this section unless a price increase is related to 'Third Party Costs' which will be passed through and borne out by the customer.
- 7 In emergency situations, the Secretary of State has powers to determine the price of Energy. In that event D-ENERGI shall be entitled to add to the charges such amounts as may be necessary to enable it to recover from the Customer, an equitable proportion, of the additional costs incurred by D-ENERGI, as a direct consequence of such direct action.
- 8 The Customer acknowledges that the Deemed Rates, Refreshed Rates or the Negotiated Rates may be charged to the Customer by D-ENERGI with effect from the OCED in the circumstances as set out within the clauses headed "DURATION AND TERMINATION" above.
- 9 If the Customer closes down the Site, and all its operations, but does not exit the Site from the date of closure stated to D-ENERGI, the Customer; until the meter is disconnected, removed or a new occupier enters the Site, will be obliged to pay Deemed Rates per Supply Point.
- 10 D-ENERGI will be allowed to charge the Customer for any works that it arranges to be carried out at the Site on behalf of the Source Supplier.
- 11 The Customer shall indemnify D-ENERGI for all reasonable costs, charges, losses or expenses that it may suffer as a result of any breach, by the Customer, of the terms of the Agreement, including all costs, charges or expenses incurred in recovering any amount which is not paid by the Customer on the due date for payment.

## PRICE ADJUSTMENT AND ADDITIONAL CHARGES

- 1 The Contract Price is exclusive of VAT or any other tax, or duty, such as CCL. If there is an increase in a government levy, tax or an increase in 'Third Party Costs' (non-energy / non commodity costs) from its source supplier D-ENERGI reserves the right to pass on any increase immediately to the customer at any time
- 12 If there is a significant increase in the 'wholesale energy markets' or if our 'source supplier' increases the prices to D-ENERGI, D-ENERGI reserves the right to cancel the agreement or increase the prices by providing at least 30 days notice, as outlined with clause 5.



- 13 The customer agrees final delivery price to be paid is subject to contract. Any opinion be it written or verbal from any D-ENERGi employee, broker, agent or any other third party will not be necessarily deemed as an accepted contract between 'D-ENERGi' and the 'Customer'. D-ENERGi reserves the right to amend or change the price due to an administrative or communication error.
- 14 D-ENERGi reserves the right to increase it's 'Pass Through' costs to the customer at anytime during this agreement if the source supplier increases it's 'Pass Through' costs to 'D-ENERGi'. This agreement is 'Pass Through' unless agreed otherwise by a company director in writing. If a customer has opted for a Pass-Through quote 'Transitional charges' may become payable to the customer at a later date.
- 15 The Capacity shown on the Relevant Order Confirmation as the "Capacity Charge" is indicative only, we shall invoice you for Capacity based on information provided to us from time to time by your Network Operator. If you require a change to your Capacity you must agree it in advance with your Network Operator. We shall also pass through to you any reactive charges levied on us by the Network's Operator.
- 16 In some circumstances D-ENERGi may ask you to pay a Security Deposit. We may ask you to pay a Security Deposit prior to the commencement of the contract if we deem you/your company to be above our credit risk threshold. We reserve the right to request a Security Deposit, or to request an increase in an existing deposit, at any time during the contract if there is a decrease in your credit rating or if there have been a number of missed/late payments on your account.
- 17 As our customer you must agree that the 'source supplier' D-ENERGi appoints, or any other D-ENERGi partner, can complete its own credit check at any time on your site/company without notice. If D-ENERGi or its Source Supplier/partner deem the credit to be unsatisfactory a Security Deposit may be required. If a Security Deposit cannot be provided this will lead to automatic termination of our agreement.
- 18 If a new 'Contract Price' is not agreed with 'D-ENERGi' by the customer under this agreement within 6 weeks prior to 'Official Contract End Date'. D-ENERGi reserves the right to charge 'Deemed Rates' for a period to cover the cost for any 'Out Of Contract Pricing' D-ENERGi maybe charged by it's 'Source Supplier'

## BILLING AND PAYMENT

- 1 D-ENERGi will make reasonable efforts to ensure the Monthly Invoices are received by the Customer for each Contract Month. Invoices will be sent to the email address provided by the Customer. Payment shall be made by direct debit cleared funds within 14 days, including the Advance Payment (where applicable).
- 2 The Customer shall pay any invoice under this Agreement promptly, but in any event no later than 14 days from the date on the invoice.
- 3 If payment has not been received by the due date D-ENERGi shall have the right, without prejudice, to charge interest on the overdue amount, from the due date, at a rate of 8% above the base rate of HSBC Bank Plc per month.
- 4 If the Customer wrongfully requests a direct debit indemnity and this is paid to the Customer, D-ENERGi reserves the right to apply an administration fee of 8% of the value of the indemnity to the Customer.
- 5 Annually, or otherwise upon the reasonable request of the Customer during the Term, the account will be reconciled to an agreed reading. If the Customer is in credit, D-ENERGi will refund the amount in question at the end of said month. However D-ENERGi reserves the right to retain the credit to the account should D-ENERGi feel that the consumption of Energy is likely to increase.

- If the Customer is in debt, and no query is notified to Customer Services within 7 days of the invoice date, then the payment will be taken by direct debit unless stated on the invoice in which case payment must be made by cheque, credit card or BACS within 14 days of the invoice date. Failure to adhere to this will result in the imposition of £75 late payment administration charges. If the debt is still not paid after 15 working days, D-ENERGi may take any action deemed necessary to recover the money owing; this could include referral to our appointed debt collection agency. As a consequence of appointing a debt collection agency, a further 20% will be added to the debt which will be payable by the customer. If the debt remains unpaid, legal action will be taken and the customer liable for all legal costs incurred by D-ENERGi
- 6 All relevant charges are confirmed within the Relevant Order Confirmation or otherwise set out in these Terms and Conditions. This will include; Day Rates, Evening Weekend Rates and/or Night Rates, Credit Risk Charges, Security Charges, Standing Charges, Capacity Charges and Transportation Charge. In addition, D-ENERGi may charge additional, or adjusted charges, as specifically referred to within this Agreement. All relevant charges shall be invoiced by D-ENERGi to the Customer.
- 7 The Advance Payment, taken upon registration of the account from the Customer, is to secure rates, term and full set up of the account with D-ENERGi. This payment can be held under certain circumstances if the account fails to transfer to the Source Supplier, or if the Customer fails to rectify a situation delaying, or resulting in the loss of the account, by the Source Supplier.
- 8 If the company shown on the Relevant Order Confirmation is a limited company, by signing this Agreement the director or directors of the limited company are agreeing to a director guarantee on any debts owed to D-ENERGi. D-ENERGi reserve the right to peruse the director(s) for any unpaid debts.

## LIMITATION OF LIABILITY

- 1 Title to, and risk in the Energy received by the Customer hereunder, shall pass to the Customer at the Meter.
- 2 D-ENERGi, shall not be liable to the Customer for any indirect loss, or Consequential Loss (both of which include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), whether or not foreseeable, or damage beyond our reasonable control arising out of, or in connection with the performance, or non performance, of this Agreement irrespective of negligence, and/or breach of duty, statutory or otherwise.
- 3 Subject to clause 5 below, D-ENERGi's total liability to the Customer under this Agreement, shall not, in any circumstances, exceed the Contract Price paid by the Customer to D-ENERGi for the supply of Energy as at the date of the claim.
- 4 D-ENERGi is responsible solely for the purchase and management of the Energy from the Source Supplier and accepts no responsibility for any acts or omissions of the Source Supplier in connection with the supply of the Energy.
- 5 Nothing in this Agreement shall exclude or restrict the liability of either Party including; death, personal injury resulting from negligence or under the Consumer Protection Act 1987; or for breach of the implied conditions as to title and quiet possession implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. This clause also covers other circumstances arising under this Agreement which liability cannot be limited as a matter of Law.

## FORCE MAJEURE

- 1 No Party shall be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity (or telephone service), and no other Party will have the right to terminate this Agreement.
- 2 Any Party asserting Force Majeure as an excuse shall have the burden of providing that reasonable steps were taken (under the circumstances) to minimise delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood, or actual occurrence, which would justify such an assertion so that other prudent precautions could be contemplated.
- 3 The Parties shall not be relieved by reason of Force Majeure from any obligation, including termination, to indemnify or to make any payments due under the Agreement.

## HOW WE USE YOUR PERSONAL INFORMATION AND YOUR RIGHTS.

- 1 D-ENERGi is committed to protecting the privacy of personal data that we maintain about our customers, employees and other individuals. If you would like to know how D-ENERGi use your customer information you can find our full privacy policy at [www.d-energi.com/privacy](http://www.d-energi.com/privacy)
- 2 We will not provide any information to any third party or customer unless we are assured you are the correct data subject. Please note when you contact us we will ask you some security questions in line with General Data Protection Regulation guidelines. Failure to provide us correct information will lead to our employees or agents not providing the data or information requested.
- 3 If you have questions on how we use your data or have any concerns accessing information please do not hesitate to contact the Data Officer at [data.protection@d-energi.com](mailto:data.protection@d-energi.com)
- 4 By agreeing to these terms and conditions you also agree to abide by and be bound by our data policy as outlined at [www.d-energi.com/privacy](http://www.d-energi.com/privacy)

## MISCELLANEOUS

- 1 The Customer understands that the first point of contact, for all concerns in relation to this Agreement, is the Customer Services department by telephoning 0800 442 7233. All queries will be logged and subject to our 14 day resolution policy.
- 2 D-ENERGi may assign this Agreement, provided that the assignee is an approved Energy supplier by Ofgem. The Customer may not assign this Agreement without the prior written consent of D-ENERGi.
- 3 No information will be knowingly divulged to any Third Party or organisation, with or without the Customers consent. D-ENERGi reserves the right to hold information we deem delicate to protect the Customer's rights.
- 4 If D-ENERGi's 'Source Supplier' goes into administration whilst during the 'Supply Period' or during anytime under this agreement and a new 'Source Supplier' is appointed by Ofgem. D-ENERGi may require to increase it's price to it's 'Customer' without notice. Any price increase will come into effect from the administration date of the previous 'Source Supplier' This clause will supersede any other clauses under the price and adjustment section if required.
- 5 'D-ENERGi' will always aim to provide 30 day's notice of any price increase to it's 'Customer', however this

may not always be possible. If 'D-ENERGi's unit rates and tariffs increase significantly from their 'Source Supplier' during the 'Supply Period' or during anytime within the agreement period. D-ENERGi may require to increase it's price to it's 'Customer' without notice. Any backdated period of charging will be limited to no more than 60 days. This clause will supersede any other clauses under the price and adjustment section if required. This clause may be only executed once during the agreement.

- 6 The Customer acknowledges and agrees that details of the Customers' name, address and payment record may be submitted to a credit reference agency, and personal data will be processed and on behalf of D-ENERGi.
- 7 Notice given under this Agreement (including a Valid Notice) shall be in writing (on it's company or business letterhead where applicable), sent for the attention of the person, and to the address, given in the Agreement (or such other address or person as the relevant Party may notify to the other Party) and shall be delivered personally, or sent by pre-paid, first class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause is not within business hours (meaning 9.00am to 5.30pm Monday to Friday on a day that is a business day), at 9am on the first business day following delivery.
- 8 Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.
- 9 If a court thinks a part of this contract is not valid, the rest of the contract will not be affected.
- 10 Each Party, acting in good faith, shall use reasonable endeavours, to resolve any dispute arising between the Parties. Where such disputes remain unresolved within one month, at the agreement of both Parties it may be referred to arbitration if the Parties are not able to agree a resolution, or there is failure to implement the resolution correctly, either Party may pursue remedies that it may have under this Agreement or at Law. The Agreement shall continue in full force during the dispute resolution process.

## NATIONAL TERMS OF CONNECTION

- 1 D-ENERGi is acting on behalf of your Source Supplier to make an agreement with you. The agreement is that you and the Source Supplier 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 in relation 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 or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## SITE WORKS

- 1 Installing a new gas or electricity connection can be a complicated and drawn-out procedure, almost always involving a number of third parties throughout the process. The D-ENERGi Business Connections and Metering Team are experts in understanding the business of new connections. They'll provide a Project Manager to guide you through the entire process, making sure everything is arranged in the right order, leaving you free to concentrate on your business. To contact our site works team please call us on **0161 237 3333**.

## OUR COMPLAINTS PROCEDURE

At D-ENERGI we are committed to providing the highest customer service levels. Our complaints procedure for our service levels is designed to help you make sure that all your queries are answered to your satisfaction. There are several steps you can follow to make sure your points are fully answered.

### Step 1 - Talk to us

We have a dedicated team to help and assist any query you may have. Call us on **0161 237 3333** lines open from 9am to 5pm Monday to Friday where you can talk to friendly and knowledgeable staff who are ready to help and answer any questions you have.

### Step 2 - Complain to head of our customer services.

Following Step 1, if the complaint has not been resolved to your satisfaction, then you can raise the matter with our Head of Customer Service, who will undertake an independent internal review and aim to reach a resolution within 10 working days.

Please email [kate.tynan@d-energi.com](mailto:kate.tynan@d-energi.com) or write to us at the below address.

**Customer Service Director**  
UKHC Ltd T/A D-ENERGI,  
Unit D, Madison Place,  
Northampton Road,  
Manchester,  
M40 5AG.

### Step 3 – Contact independent advice and support

Contact Ombudsman services. By this stage we are hopeful to have resolved your concerns if however you are still not satisfied with our conclusion on your query you may contact the Ombudsman services. Ombudsman Services is a free independent body which has the power to resolve customer disputes. Their service is available to any Micro Business customer, defined as any business that has:

- An annual consumption of electricity of  $\leq 100,000$  kWh or
- An annual consumption of gas of  $\leq 293,000$  kWh or
- Fewer than the equivalent of ten full time employees and
- An annual turnover or annual balance sheet total not exceeding 2 million Euros

They may investigate your complaint if:

- You receive a letter from D-ENERGI which clearly shows our final position in relation to your complaint. You can then refer the complaint to Ombudsman Services within 6 months of receiving this letter.
- You have not yet received such a letter, but at least 8 weeks have passed since you first made the complaint to us. You must refer your complaint to Ombudsman Services: Energy within 9 months of first making your complaint to us.

To see if your business qualifies for their services, please contact them by:

- Telephone on **0845 055 0760**
- By visiting the Ombudsman Services: **Energy website**
- By writing to them at Ombudsman Services:  
**Energy, PO Box 966, Warrington WA4 9DF**

D-ENERGI is bound by any decision made by the Ombudsman, but customers are not. So, if you are not satisfied with their decision you may continue to uphold your complaint. Our complaints handling procedure is regulated by the complaint handling standards regulations.

## Consumer Direct

Micro Business customers may also contact Consumer Direct at any point throughout this process, the Government's service for clear, practical and impartial consumer advice on all kinds of consumer queries. Please call them on **08454 04 05 06** or go online at [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)

