SMARTPAY ENERGY NON-DOMESTIC TERMS AND CONDITIONS

Last updated 16 November 2026

Please read these terms and conditions carefully so that you are fully aware and understand our mutual obligations and responsibilities

1. GENERAL TERMS

1.1. These Terms and Conditions are for business customers (including SME Customers). They should be read alongside your Contract, the Supplier Charges Schedule and the Termination Fee Schedule (as each term is defined below), which together make up the "**Agreement**" between us.

1.2. These Terms and Conditions will apply if we supply and you receive the Services at the Property on a contracted basis pursuant to the Contract (as each term is defined below, including 'we' and 'you').

1.3. These Terms and Conditions will apply to the Contract and exclude any other terms that you seek to impose or incorporate, or which are implied by law to the extent possible, trade custom, practice or course of dealing.

1.4. Each of you and us acknowledge and agree that the Agreement is legally binding and that you and us must comply with our respective obligations under the Agreement.

1.5. Please read all the documents forming the Agreement carefully so that you are fully aware and understand our mutual obligations and responsibilities. In the event of inconsistency with any other document, these Terms and Conditions will prevail over any other document between us, including your Contract unless otherwise agreed with you.

2. DEFINITIONS

"**Advance Payment**"	means a sum of money equal to one, two, or three months' (as applicable) billing based on your estimated annual consumption.
"**Agreement**"	has the meaning given to it in clause 1.1.
"**Authority**"	means the Office of Gas and Electricity Markets, also known as Ofgem, established by section 1 of the Utilities Act 2000.
"**Bill**"	means an invoice or statement that informs you of the amount of money owed to us by you, including any detailed breakdown of our Charges or the amount of credit you have on the account.
"**Business Day**"	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Capacity Charge**"	for electricity only, means a Pass Through Charge that we pay to your electricity Network Operator for the agreed capacity of electricity to be made available at the Connection Points in either kilowatts (kW) or kilovoltamperes (kVA).
"**Change Effective Date**"	has the meaning given to it in clause 8.3.
"**Charges**"	means the charges specified in the Contract or, as otherwise notified to you by us from time to time and which are payable by you to us in accordance with the Agreement.
"**Climate Change Levy**"	a charge levied at the rate from time to time imposed by Schedule 6 of the Finance Act 2000 and any related regulations.
"**Connection Point**"	means, in respect of each Property's Supply Point: (a) in case of electricity, the point at which your private wires connect to the Network; (b) in case of gas, the point at which your private pipework connects to the Network.
"**Contract**"	means the contract between us and you for the supply of the Services to which the Terms and Conditions are annexed.
"**Contract End Date**"	means the last date of the Fixed Term as set out in the Contract but which may be amended in accordance with clause 3.4.
"**Contract Start Date**"	means the date we confirm to you acceptance of the Agreement in writing.
"**Customer Equipment**"	means pipework, wiring, valves and any other equipment other than the Meter (and its associated equipment) installed or operated (as the case may be) at the Property from the Connection Point.
"**Data Protection Legislation**"	means all laws relating to the processing, privacy and/or use of personal data, as applicable to either party or the Agreement, including: (a) the GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003; (d) the Data (Use and Access) Act 2025; (e) any laws which implement any such laws; (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; (g) all guidance, guidelines and codes of practice issued by any relevant regulator, authority or body responsible for administering data protection laws (in each case whether or not legally binding); and (h) any similar or equivalent applicable law, guidance, guidelines and codes of practice to those listed above in any other relevant jurisdiction.
"**Due Date**"	means the date by when we must receive the payment of Charges due from you, as specified in your Bill.
"**Energy**"	means electricity and/or gas (as applicable).
"**Estimate**"	means a consumption estimate of a Meter based on a reasonable estimate of how much Energy you have used, on information we have about the Property, and the estimated annual consumption of electricity or annual quantity of gas held by industry (as applicable).

"**Exempt Distribution System**"	means an electricity or gas network that is owned by a Network Operator who is exempted under the Electricity (Class Exemptions from the Requirement for a Licence) Order 2001 from holding relevant licences to operate it.
"**Fixed Term**"	means the term of the Contract as set out in the Contract which starts on the Supply Start Date and ends on the Contract End Date, unless terminated earlier in accordance with these Terms and Conditions.
"**Force Majeure Event**"	has the meaning given to it in clause 18.6.
"**GDPR**"	means: (a) the General Data Protection Regulation, Regulation (EU) 2016/679; and (b) to the extent that the activities under the Agreement are carried out in the United Kingdom, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the Applicable Laws of the United Kingdom or of a part of the United Kingdom from time to time).
"**Loss Date**"	means the day before the date when another supplier becomes the Responsible Supplier for the Supply Point(s) at the Property following completion of a Supply Transfer.
"**Meter**"	means, for each Supply Point, the appropriate metering (and related equipment), which conforms to the Relevant Laws and which is installed and maintained by a Metering Agent, used for measuring the quantity of Energy supplied to the Connection Point and for the collection and transmission of such data.
"**Meter Read**"	means a read of the Meter by physical or electronic inspection.
"**Metering Agent**"	has the meaning given to it in clause 9.4.
"**Microbusiness Customer**"	means a non-domestic customer who meets the criteria set out in The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (amended in 2014) as updated from time to time and which at the date of the Contract is set out as a non-domestic customer who: a) employs fewer that ten (10) employees (or their full-time equivalent) and has an annual turnover or balance sheet no greater than €2 million (this criterion is applicable for both gas and electricity); or b) uses no more than 100,000 kWh of electricity a year; or c) uses no more than 293,000 kWh of gas a year.
"**Network**"	means, as the case may be, either the electricity distribution network or the gas distribution network, through which Energy is delivered to the Connection Point.
"**Network Operator**"	means the owner or operator of the Network.
"**Non-Domestic Premises**"	means non-domestic premises as defined in Condition 6 of the Standard Conditions of Gas and Electricity Supply Licence.
"**Out Of Contract Prices**"	means the prices published at: (a) in the case of gas, www.smartpay.energy/deemed-rates-gas; and (b) in the case of electricity, www.smartpay.energy/deemed-rates-electricity. in each case, as updated from time to time.

"**Overdue Charges**"	means the amount of any Charges which are due to us from you, and which remain unpaid after the Due Date.
"**Pass Through Charges**"	means those charges not included in the Standing Charge or Unit Rate as set out in the Contract and which are based on the charges incurred by or imposed on us in supplying Energy to you or in connection with supplying Energy to you, as we may charge to you from time to time in accordance with the terms of the Agreement.
"**personal data**", "**processor**", "**process**", "**processing**"	have the meanings given to them in the Data Protection Legislation.
"**Prevailing Rate**"	means, for a tax, duty or levy, the rate specified by the Relevant Laws or official publication of the scheme administrator, and where no rate is published, the rate invoiced to us by the scheme administrator from time to time.
"**Property**"	means the Non-Domestic Premises at which we will supply the Services identified in the Contract. For the avoidance of doubt, the Contract may refer to multiple Non-Domestic Premises and "Properties" shall be construed accordingly.
"**Provisional Supply Start Date**"	has the meaning given to it in clause 3.2.
"**Relevant Laws**"	means any provision of law, regulation or legally binding code of practice that is applicable to the supply or the receipt of the Services.
"**Relevant Licences**"	means the licences issued to us by the Authority to supply Energy to Non-Domestic Premises including the licences held pursuant to Section 6 of the Electricity Act 1989 or Section 7A of the Gas Act 1986.
"**Responsible Supplier**"	means, with reference to a Supply Point, the supplier registered under the Relevant Laws as responsible for the supply of Energy to the Supply Point(s) at that Property.
"**Sanctions List**"	means: (a) the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury; (b) the Consolidated List of Persons and Entities subject to Financial Sanctions maintained by the European Commission; or (c) any similar list maintained by, or public announcement of Sanctions designation made by, the United States Department of State or any other government entity of the United States, the United Nations Security Council, any United Nations Security Council Sanctions Committee, the European Union, any European Union Member State, Japan, the United Kingdom and/or any other government, public or regulatory authority or body of any of the foregoing.
"**Services**"	means the supply of Energy by us to you at the Property pursuant to the Agreement.

"**Small Business Customer**"	means a non-domestic customer who meets the criteria set out in The Gas and Electricity Regulated Providers (Redress Scheme) Order 2024 as updated from time to time and which at the date of the Contract is set out as a non-domestic customer who: a) employs fewer than fifty (50) employees (or their full-time equivalent) and has an annual turnover no greater than £6.5 million or a balance sheet no greater than £5 million (this criterion is applicable for both gas and electricity); or b) uses no more than 200,000 kWh of electricity a year; or c) uses no more than 500,000 kWh of gas a year.
"**Smart Energy Code**"	means the document of that name designated under Condition 22 of the DCC Licence.
"**Smart Meter**"	means the metering that conforms to a version of the Electricity or Gas Smart Metering Equipment Technical Specification as defined in the Smart Energy Code.
"**SME Customer**"	means a Microbusiness Customer or Small Business Customer (as applicable).
"**Standing Charge**"	means a charge that is set out in the Contract that is charged on a daily basis. For the avoidance of doubt, it is chargeable in addition to charges arising on the basis of a Unit Rate.
"**Supplier Charge(s)**"	means the charges set out in the Supplier Charges Schedule as updated from time to time in accordance with the terms of the Agreement.
"**Supplier Charges Schedule**"	means the schedule which sets out the Supplier Charges payable under the Agreement and which is made available at www.smartpay.energy/supplier-charges-schedule.
"**Supplier of Last Resort Direction**"	means a direction given by the Authority to us to supply Energy to the Property.
"**Supply Point**"	means the unique reference associated with each Connection Point at the Property, as follows: (a) in the case of electricity, the Meter Point Administration Number (MPAN); and (b) in the case of gas, the Meter Point Reference Number (MPRN).
"**Supply Start Date**"	means the date when we become the Responsible Supplier for the Supply Point and when we start your supply of Energy to the Property under the Agreement.
"**Supply Transfer**"	means, in relation to a Supply Point , the transfer of responsibility for that supply (gas and/or electricity) from one supplier to another.
"**Termination Fee**"	means a payment by you to us where the Agreement is terminated before the Contract End Date and which is calculated in accordance with the Termination Fee Schedule.
"**Termination Fee Schedule**"	means the schedule which sets out how the Termination Fee is calculated and which is made available at www.smartpay.energy/termination-fee-schedule.
"**Unit Rate**"	means a charge that is set out in the Contract that is chargeable in respect of each unit of Energy consumed.

"**we**" or "**us**"	SmartPay Energy Ltd (Company Number 10971782).
"**you**" or "**your**"	means the person, company or firm identified in the Contract.

3. CONTRACT DURATION

3.1. The Agreement becomes effective on the Contract Start Date and continues until the Contract End Date or the date the Agreement is terminated in accordance with the applicable provisions of these Terms and Conditions.

3.2. We will take reasonable steps to complete a Supply Transfer in five (5) Business Days from the Contract Start Date ("**Provisional Supply Start Date**") unless:

3.2.1. you have requested that the Supply Start Date is a later date;

3.2.2. you notify us that you do not wish for the Supply Transfer to take place;

3.2.3. the supplier who is your current supplier raises an objection to the Supply Transfer in accordance with their terms and conditions;

3.2.4. we do not have all the information requested from you to complete the Supply Transfer, despite our reasonable efforts to obtain such information;

3.2.5. your Property is part of an Exempt Distribution System; or

3.2.6. we cannot complete the Supply Transfer within that time frame for other circumstances beyond our reasonable control.

3.3. For the avoidance of doubt, if the Contract Start Date is after 5pm on a Business Day, we will take reasonable steps to complete a Supply Transfer in five (5) Business Days from the next Business Day after the Contract Start Date.

3.4. If, on the day after the Provisional Supply Start Date, the Property is still being supplied by another supplier, we may agree another Provisional Supply Start Date.. If the Supply Start Date does not occur within 30 days from the original Provisional Supply Start Date, we may terminate the Agreement by giving written notice to you and you may be liable to pay a Termination Fee.

3.5. Subject to the rest of the terms of the Agreement, we will start supplying Energy to you from the Supply Start Date and continue to do so until the Contract End Date or until the date the Agreement is terminated in accordance with these Terms and Conditions.

3.6. If during the term of this Agreement we are unable to fulfil our obligations or require additional resources to provide the Services to you because of something you have done or omitted to do, we may, subject to the following conditions, assign this Agreement to another supplier: (a) we will give you no less than ten (10) Business Days' prior written notice of our intention to assign the Agreement, specifying the act or omission giving rise to the assignment; (b) you will have the opportunity to remedy the relevant act or omission within the notice period referred to in sub-clause (a), and if you do so to our reasonable satisfaction, we will not proceed with the assignment; (c) the assignee supplier will hold the Relevant Licences; and (d) the assignee supplier will honour the existing terms of the Agreement (including the Charges) for the remainder of the term, failing which you may terminate the Agreement without liability to pay a Termination Fee.

4. YOUR RESPONSIBILITIES

4.1. You agree to carry out your responsibilities under the Agreement, including to take the Services supplied to you by us and to pay any of the Charges due in accordance with the terms of the Agreement and Relevant Laws at any point during the term of the Agreement.

4.2. You represent and warrant to us that:

4.2.1. you will comply with all Relevant Laws;

4.2.2. you will not undertake any act or omission which would or may place us in breach of any of the Relevant Licences;

4.2.3. any and all Properties to which Services are supplied under the Agreement are Non-Domestic Premises;

4.2.4. all of the information provided by you (or on your behalf) in relation to the Agreement is accurate, complete, and not misleading;

4.2.5. you will provide us within the timescales requested with the assistance and information that we reasonably require to enable us to comply with our obligations under the Agreement, the Relevant Licences and Relevant Laws;

4.2.6. you are the owner or occupier of the Property consuming Energy for the duration of the Contract (or will be on the Provisional Supply Start Date);

4.2.7. you have notified us of all Supply Points at the Property and that the supply of Energy is to be made to all Supply Points at the Property;

4.2.8. you are not and will not be for the term of the Agreement on a Sanctions List or controlled by a person or entity on a Sanctions List;

4.2.9. the Meter at any and all Properties to which Services are supplied under the Agreement is a Smart Meter or, where the Meter is not a Smart Meter, you agree to use reasonable endeavours to facilitate the installation of a Smart Meter within twenty (20) Business Days from the Supply Start Date. For the avoidance of doubt, failure to facilitate such installation within the specified period shall not of itself constitute a material breach of the Agreement but may result in us exercising our rights under clause 3.5.

4.3. You acknowledge and agree that you have responsibility for the maintenance of the Customer Equipment. You will keep the Customer Equipment in good working order at all times, suitable and fit for purpose, complying with all relevant codes of practice and regulations and will ensure that it is adequate to take the supply of Energy.

4.4. If you are the Property owner and resell Energy to one or more third parties who occupy the Property or part of the Property, you undertake to procure that each third party occupier complies with the obligations in clause 4.3 as if they were a party to this Agreement.

4.5. You will be responsible for any loss of Energy (including the risk of loss) arising from the state and condition of the Customer Equipment for any reason.

4.6. You will be responsible for any losses, liabilities, costs and expenses including property damage arising from your acts or omissions in respect of the Energy supply and/or usage including due to the use or condition of the Customer Equipment and/or overloading (unless the damage is caused directly by us).

4.7. You will promptly notify us by giving at least one (1) month's notice or, where a full month's notice cannot be provided, as much notice as possible, of the following events (including the date of such events) to any applicable Properties, including:

4.7.1. if you make changes to the Property that are likely to alter the amount of Energy consumed or the time of day it is consumed;

4.7.2. where the Contract is for the supply of electricity, if you install or change any electricity generating equipment at the Property;

4.7.3. where the Contract is for the supply of electricity, if you change the voltage at which you take the electricity supplied;

4.7.4. if you make or anticipate any changes to the estimated minimum amounts of Energy you will require;

4.7.5. where any Property stops meeting the definition of Non-Domestic Premises;

4.7.6. where the Contract is for the supply of electricity, where you become aware of any planned outages at the Property; or

4.7.7. you are reselling Energy to third parties, and you intend to terminate or change the terms of the contract pursuant to which you resell Energy, such that we would be deemed to supply Energy directly to such third parties.

4.8. For the avoidance of doubt, following the occurrence of any of the events in clause 4.7, the Agreement will continue in full force and effect until it is terminated in accordance with its terms. You may have to pay a Termination Fee if the Agreement is terminated before the Contract End Date.

4.9. Where you are the occupier of the Property but not the owner, you agree to provide us with the name, address, and telephone number of the owner of the Property at the start of the Agreement. If there are any changes to the Property owner, you agree to notify us of the changes in writing at least one (1) month prior to the date when the changes are due to be made or as soon as you become aware of them. You will be responsible for obtaining the necessary consents from the owner of the Property from time to time for the provision of such information in accordance with Data Protection Legislation.

4.10. You are responsible for terminating your agreement with your current supplier and ensuring that they have no cause to object to your Supply Transfer to us under your agreement with them.

4.11. You agree to our contacting you in relation to the Agreement using any contact details provided to us by you.

4.12. You will inform us promptly of any unplanned outages, electrical and gas emergencies, including if you believe the Meter and/or any of the Customer Equipment has been damaged or interfered with, and cooperate with any further steps required by us in respect of such emergencies.

5. OUR OBLIGATIONS

5.1. In providing the Services we will comply with all Relevant Laws.

5.2. We warrant to you that:

5.2.1. we hold the Relevant Licences;

5.2.2. the Relevant Licences are in full force and effect; and

5.2.3. the Services will be supplied with reasonable care and skill.

5.3. We will perform reasonable and proportionate credit checks on you as a condition of entering into the Agreement. Such credit checks include personal credit checks if you are a sole trader or an unincorporated partnership. In the case of an unincorporated partnership, the signatory to the Agreement warrants that they have obtained all necessary consents required under the Data Protection Legislation for the lawful performance of such checks on all other partners.

6. MICROBUSINESS AND SMALL BUSINESS CUSTOMERS

6.1. You must inform us before the Contract Start Date if you meet the criteria to be considered a Microbusiness Customer or Small Business Customer and you must provide to us such supporting evidence as we may reasonably request. We reserve the right, acting reasonably, to disagree with your self-assessment and to classify you in accordance with our assessment.

6.2. If you fail to provide to us information and/or supporting evidence that you meet the relevant SME Customer criteria by such date as communicated by us from time to time, we will classify you as a non-SME Customer.

6.3. Once your classification as an SME Customer or non-SME Customer is determined by us at the Contract Start Date, such classification will remain the same until the Contract End Date or the date the Agreement is terminated in accordance with the applicable provisions of these Terms and Conditions.

6.4. You must inform us immediately if at any point during the term of the Agreement you either become or stop being an SME Customer. We will not change the terms of the Agreement as a result of such a change.

7. SUPPLY OF SERVICES

7.1. With effect from the Supply Start Date, we will supply the Services to you on and subject to the terms of the Agreement.

7.2. We may obtain from your previous supplier (or other relevant parties) any information which we reasonably require to provide the Services to you.

7.3. You acknowledge and agree that the Services are supplied through infrastructure owned and maintained by the relevant Network Operator, and accordingly that we have no control and no obligation in relation to such infrastructure. In particular, you acknowledge and agree that we give no warranty or other assurance:

7.3.1. where your Contract is for the supply of electricity, that the relevant Network Operator will deliver the Energy to the Connection Point at all times (without disruption); and

7.3.2. where your Contract is for the supply of gas, regarding the volume and/or calorific value of the gas delivered to the Connection Point.

7.4. You agree to maintain and comply with all necessary agreements and consents for connection to the Network Operator's network at the relevant Connection Point.

7.5. In respect of electricity only, you agree that by entering into the Agreement (where Agreement is for the supply of electricity) you are also entering into the National Terms of Connection with the electricity Network Operator. You understand that it is your responsibility to agree your profile class (profile of the expected electricity consumption pattern) and capacity (the maximum power you are entitled to import to or export from the network) with the electricity Network Operator.

7.6. We act on behalf of your Network Operator to make an agreement with you. The agreement is that you and your Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Agreement 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. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide 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 or not site-specific connection terms exist.** If you want to know the identity of your Network Operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: see the website at www.connectionterms.co.uk.

8. CHANGES

8.1. You and us acting together may agree in writing to amend the Agreement from time to time.

8.2. We reserve the right to amend the Charges payable by you to us under the Agreement in accordance with terms set out in clause 10.

8.3. Other than as set out in clause 8.1 and 8.2 we reserve the right to amend the terms of the Agreement as may be necessary from time to time and unless a change is:

8.3.1. exclusively for your benefit;

8.3.2. purely administrative; or

8.3.3. directly imposed by a change in the Relevant Laws,

we will use reasonable endeavours to notify you of a change to the Agreement ahead of the date on which the change comes into effect, and such notice will specify the date the change will apply from ("**Change Effective Date**"). If you do not accept the change, you must notify us of this and your intention to complete a Supply Transfer to another supplier in writing within five (5) Business Days from the date of our notice.

8.4. If you give us notice in accordance with clause 8.3:

8.4.1. subject to making any objections in accordance with clause 15, we will terminate the Agreement on the Loss Date. For the avoidance of doubt, you are responsible for ensuring that we have no cause to object to your Supply Transfer. If, for any reason, the Loss Date is after the Change Effective Date, the revised Agreement terms will apply to the provision of Services to you between the Change Effective Date and the Loss Date; and

8.4.2. no Termination Fee will apply.

8.5. You agree that if you do not give us notice in accordance with clause 8.3 and you continue to receive the Services after the Change Effective Date, you will be deemed to have accepted the revised Agreement terms and that the Services will be provided on the basis of such revised Agreement terms.

9. ACCESS AND METERS

9.1. The Services are measured by a Meter. You will provide Meter Reads to us at least monthly. If we are unable to read your Meter remotely and you fail to provide a Meter Read when requested, you will allow us (or one of our agents) to access the Meter and take a Meter Read.

9.2. If you fail to allow us access to the Property to take a Meter Read on two or more occasions, we may install a Meter through which we will be able to take Meter Reads remotely.

9.3. The Meter through which the Services are measured either belongs to us or to a third-party with which we have a contractual relationship.

9.4. We or (in case of electricity only) you may appoint a third-party provider at any time during the term of the Agreement to provide Meter maintenance and/or data collection and aggregation services ("**Metering Agent**").

9.5. Where, in case of electricity only, you appoint a Metering Agent:

9.5.1. you may be eligible for a Standing Charge discount;

9.5.2. you will be responsible for the maintenance of the Meter (including its accuracy) and you will keep the Meter in good working order at all times, suitable and fit for purpose, complying with all relevant codes of practice and regulations;

9.5.3. you will give us reasonable notice in advance of any maintenance appointment by your appointed Metering Agent; and

9.5.4. you will be responsible for the performance of the Metering Agent. Where acts or omissions of the Metering Agent impact our compliance with the Relevant Laws, we may remove your Standing Charge discount.

9.6. You will not remove, damage, modify (including by way of the addition of a data logger), bypass or otherwise tamper with the Meter (and its associated equipment). You will take reasonable steps to ensure that the Meter (and its associated equipment)is kept free from obstruction, damage, loss or interference.

9.7. If the Meter or any associated equipment is damaged by you or any of your employees, agents or subcontractors (including the Metering Agent where they are appointed by you), or without prejudice to clause 9.6 and 9.8, by any device that you have permitted to be fitted to the Meter or any associated equipment or if the Meter or any associated equipment is lost or stolen, you may be liable to pay us a Supplier Charge.

9.8. You acknowledge and agree that we will not be responsible or liable for any faults in a Meter and/or any losses, costs or damages, in each case arising in consequence of you or any of your employees, agents or subcontractors fitting any device to or tampering with such Meter or any associated equipment.

9.9. At all reasonable times, or otherwise where required by Relevant Laws or in case of an emergency, you agree to provide us, the relevant Network Operator and any of their and our respective employees, agents or subcontractors, safe, full, timely and unobstructed access (by vehicle in appropriate cases) to the Property and to the applicable Meter or any associated equipment to undertake any required activity in connection with the Services and/or enable us to comply with our obligations under the Relevant Laws, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a Meter or any associated equipment.

9.10. Where permission or consent of a third party is required to access the Property in accordance with clause 9.9, you will obtain such permission or consent in advance of the date when access is required and you will provide us, the Network Operator and/or the relevant employees, agents or subcontractors if required with evidence of such permission or consent.

9.11. If there are any obstructions that prevent us, the relevant Network Operator and / or any of their or our respective employees, agents or subcontractors from gaining access to your Property and the applicable Meter, you are responsible for removing the obstruction and for the cost of doing so. If the obstructions are not removed, we may charge you a Supplier Charge.

9.12. If you reasonably believe that the Meter at the Property is inaccurate and we have appointed the Metering Agent, you may ask us to test it. If you make such a request, we will arrange for the Meter to be tested within a reasonable period of time. If the accuracy of the Meter is found to be within the limits prescribed by the Relevant Laws, you may be charged a Supplier Charge for the test. If the accuracy of the Meter is found to be outside the limits prescribed by the Relevant Laws we will repair or replace the Meter at our own cost and will apply a reasonable adjustment (up or down) to the Charges to reflect the inaccuracy. In case of electricity only, if the accuracy of the Meter is found to be outside the limits prescribed by the Relevant Laws by your appointed Metering Agent, we will arrange for your Metering Agent to repair or replace the Meter at our own cost and will apply a reasonable adjustment (up or down) to the Charges to reflect the inaccuracy.

9.13. If we (including relevant employees, representatives, agents, and subcontractors) arrange access to the Property for any of the reasons set out in clause 9.9 and we are unreasonably denied access, we may charge you a Supplier Charge . If you cancel your appointment less than two (2) Business Days prior to the appointment date, we will charge you a Supplier Charge.

10. CHARGES

10.1. In consideration of the provision of the Services, you will pay the Charges.

10.2. We will calculate the Charges based on the following:

10.2.1. Unit Rate(s);

10.2.2. Standing Charge;

10.2.3. Pass Through Charges;

10.2.4. Supplier Charges;

10.2.5. Climate Change Levy (which will be charged at the Prevailing Rate from time); and

10.2.6. any discounts agreed with you in the Contract and as otherwise applicable in accordance with these Terms and Conditions and Relevant Laws.

10.3. Any Pass Through Charges which are in place as at the Contract Start Date will be detailed in the Contract.

10.4. If you become, or your Supply Point becomes, subject to new or additional third party and/or industry charges during the term of the Agreement for any reason such charges will be charged to you as Pass Through Charges in addition to the Pass Through Charges identified in the Contract at the Contract Start Date.

10.5. We may vary any Pass Through Charges at any time during the term of the Agreement if we incur changed costs in relation to these charges.

10.6. If third party and/or industry charges charged to you are fixed during the term of the Agreement and we incur increased costs in relation to these charges for any reason (including for example but without limitation as a result of a change in the structure of any charges or the methodology used to calculate them, or we were given incorrect, inaccurate, false or incomplete information by you or your authorised representative or changes in your Energy consumption, characteristics of the Energy supply or Meter), we will pass these costs to you as Pass Through Charges in addition to any other Pass Through Charges identified in the Contract at the Contract Start Date or introduced in accordance with clause 10.4.

10.7. If your actual annual consumption is greater than the estimated annual consumption held by the industry at the Contract Start Date, we reserve the right to charge you different Unit Rates(s) than your contracted Unit Rate(s) for the increased amount. If your actual annual consumption is less than the estimated annual consumption held by the industry at the Contract Start Date, we reserve the right to charge you any losses we incur in the course of a year on commodity prices as a result of your underconsumption.

10.8. All amounts payable under the Agreement are exclusive of any applicable:

10.8.1. VAT which will be charged to you at the appropriate rate applicable from time to time as determined in accordance with HMRC rules. You must notify us immediately if there are any changes to your VAT status; and

10.8.2. taxes, duties, levies which are not included in the Unit Rate, Standing Charge and/or Pass Through Charges but which are applicable in accordance with Relevant Laws from time to time (including any new taxes, duties and levies which may be introduced during the term of the Agreement) which will be charged at the Prevailing Rate at the relevant time.

10.9. We will use reasonable endeavours to procure:

10.9.1. Meter Reads monthly; and

10.9.2. a Meter Read on or around the Supply Start Date.

10.10. If we are unable or prevented from procuring a Meter Read either on the Supply Start Date or otherwise for any reason, we may use an Estimate.

10.11. We will calculate the Charges using the Meter Read or the Estimate(s) (as applicable). If following our calculation of the Charges using Estimates, a Meter Read becomes available, we will, as soon as reasonably practicable, reconcile these Charges by setting off or adding relevant amounts to any future Bill or issuing an additional Bill or credit note (as applicable).

10.12. We will use the Meter Reads you provide to us so long as that they are not inconsistent with the readings taken by us (or one of our agents). Where a Meter Read provided by you is in our reasonable belief inaccurate, we will use an Estimate and will charge you accordingly. Any such Estimates shall be subject to reconciliations as actual or more accurate information becomes available to us.

11. PAYMENT

11.1. Your payment method will be stated in the Contract.

11.2. We will, each month or at such other intervals as stated in your Contract or otherwise agreed with you, send you a Bill for the relevant period.

11.3. Subject to clauses 11.4 and 11.5, you must pay the Charges shown on the Bill by the Due Date, including where the Charges are based on an Estimate.

11.4. If you are a Microbusiness Customer, when we send you a Bill, we can only look to recover Charges for the Energy supplied to you in the last twelve (12) months from the date on which we issue you the Bill, unless:

11.4.1. we have already sent you a Bill and are in contact with you about payment of previously billed Charges;

11.4.2. you behave in an obstructive or unreasonable way (for example you do not allow us or agents acting on our behalf to access to your Meter to read it without good reason, physically blocking more than one reasonable attempt to access your Meter, or you are behaving unlawfully by stealing Energy or, where you are responsible for your Meter and you fail to keep it in proper working order); or

11.4.3. any other circumstances specified by the Authority.

11.5. If you are a Small Business Customer or a non-SME Customer, we reserve the right to reconcile and recover Charges for the Energy supplied to you in the last twenty-eight (28) months from the date when we issued you the Bill.

11.6. We will send the Bill to your e-billing account or prepaid post. If you wish to receive paper Bills, a Supplier Charge will be added to each of your Bills.

11.7. We will email you to such e-mail address provided by you from time to time to inform you that the Bill is available to be viewed on your e-billing account. You will provide us with an email address for this purpose and notify us of any changes to your email address. If an e-billing account is used, you will keep your password secure and confidential. We may close your e-billing account at any time without notice if we have reasons to believe that the account is being accessed or used in an unauthorised manner.

11.8. We may at any time set-off any sums you owe to us now or in the future under the Agreement against any monies we owe to you under the Agreement or any other agreement between us. If after the set-off any amount is left to be paid to you, such remaining amount will be paid to you through your e-billing account over the course of the term of the Agreement. If we exercise such set off rights, this does not limit any other rights or remedies available to us if you have breached the terms of the Agreement.

11.9. If we receive a compensation payment from a Network Operator relating to a loss of supply you have suffered or as a result of the acts or omissions of such Network Operator (as applicable), we will pass such compensation payment through to you as soon as reasonably practicable. Without prejudice to our general set off rights set out in clause 11.8, we will not set off any such amounts due to you against any amounts due from you to us under the Agreement or otherwise.

11.10. We will create your direct debit mandate within ten (10) days from the Contract Start Date or the date you contact us to do so. Save for our fault, if we are unable to create your direct debit mandate, you will lose any applicable payment method discounts.

11.11. If you pay by fixed direct debit, the first payment will be taken on or around the tenth (10th) day of the month. Ongoing direct debit payments will be taken on or around the same day of each month as the first payment. We reserve the right to increase or decrease the amount of fixed direct debit billed to you within a reasonable margin, depending on shifts in your usage patterns.

11.12. If you pay by variable direct debit, payment will be debited from your account on or around the Due Date.

11.13. If you pay by electronic transfer or debit/credit card, cleared funds must reach us by the Due Date and payment must be correctly referenced. If we are unable to identify your payment because of your failure to correctly reference it, we may treat it as non-payment and take steps in accordance with clause 11.16.

11.14. You must make sure that there is enough money in your account to cover any amount invoiced by us under the Agreement. If you cancel your direct debit without prior notice before we can collect any payment due:

11.14.1. you must contact us immediately to confirm your new payment method; and

11.14.2. you will lose any applicable payment method discounts.

11.15. If you disagree with the Charges, you should contact us immediately to submit a Meter Read and provide any evidence (such as photographs) as required. You must still pay the Charges shown on the Bill by the Due Date. Failure to do, will result in us taking steps in accordance with clause 11.16. Following our investigation, any debits or credits will be reconciled in the following month's Bill. Your obligations under this clause 11.15 apply even if you appoint a third-party agent to provide bill processing or validation services. We will cooperate reasonably and in good faith to resolve such dispute as soon as is reasonably practicable.

11.16. If you do not pay the Charges by the Due Date, we will be entitled to take any of the following steps:

11.16.1. charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (which is eight (8) per cent above the Bank of England base rate);

11.16.2. charge you an administration fee in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;

11.16.3. demand payment of all unpaid Bills under the Agreement which will be deemed to be immediately due and payable;

11.16.4. disapply any discounts previously agreed in respect of your preferred method of payment;

11.16.5. change the amount you pay or the payment method by which you pay. This may include charging you Out Of Contract Prices for the remainder of the term of the Agreement or changing your payment method to prepayment;

11.16.6. charge you reasonable expenses, as per the Supplier Charges Schedule, incurred in obtaining the money owed to us under the Agreement, including costs associated with disconnecting, reconnecting, or replacing the Meter (as applicable);

11.16.7. require you to make an Advance Payment or pay the Charges for each month in advance based on our Estimate for that month;

11.16.8. pay a performance bond, in an amount which we reasonably determine to be the approximate value of three (3) months' supply of Energy;

11.16.9. require you to pay us a deposit in an amount equal to our estimate of our likely exposure to you under the Agreement (in which case title to such amount will vest in us, but we will pay you an equal amount after the payment of the final Bill following the expiry or termination of the Agreement) (subject to any amounts deducted by us in settlement of Overdue Charges under the Agreement); and

11.16.10. pass information relating to you onto a credit reference agency.

11.17. If you have difficulty paying the Charges, you should contact us immediately. We will discuss your payment method options and try to help in line with our policies. .

11.18. In the event of continued non-payment, we may refer you to our partner debt collection agency and reserve the right to charge you the cost of recovering any Overdue Charges as well as the cost of collection.

11.19. If the Services comprise the supply of both electricity and gas:

11.19.1. if the Agreement ends for one of such products, the Agreement will remain in full force and effect in respect of the other product which continues; and

11.19.2. if you make a payment to us but do not notify us of the part of the Services that such payment relates to, we will apply such payment in the following order of priority:

11.19.2.1. in full or partial payment of invoices for Services which have been overdue for payment for 90 days or more (paying the oldest invoice first);

11.19.2.2. in respect of any remaining balance, in full or partial payment of overdue invoices for electricity and gas in equal proportions; and

11.19.2.3. in respect of any remaining balance, in full or partial payment of any other amount due for payment by you to us under or in connection with the Agreement.

11.20. If at any time during the term of the Agreement we receive credit reports which we are not satisfied with, we may ask for an Advance Payment or an increase in the Advance Payment.

11.21. If you are required to make an Advance Payment during the term of the Agreement, the Advanced Payment will be reconciled as part of a Bill issued to you in the final month of the Agreement.

12. RENEWAL AND TERMINATION OF THE CONTRACT

12.1. On or around sixty (60) days before the Contract End Date, we will send you a renewal notice.

12.2. If you:

12.2.1.1. renew your Contract with us for another Fixed Term and your renewal Agreement starts the day after the Contract End Date; or

12.2.1.2. subject to clause 12.4, switch to another supplier which becomes your Responsible Supplier from the day after the Contract End Date;

we will terminate the Agreement on the Contract End Date.

12.3. If we continue to supply Services to you under the Agreement after the Contract End Date, we will move you to Out of Contract Prices from the day after the Contract End Date. Your Agreement will continue until the earlier of:

12.3.1. if you enter into a new Contract with us for a Fixed Term, subject to clause 12.4, the day before the new Contract Start Date; or

12.3.2. if you apply for a Supply Transfer and your Supply Transfer goes ahead, subject to clause 12.4, the Loss Date.

12.4. For the avoidance of doubt, to switch supplier and for us to terminate the Agreement on or after the Contract End Date, all Charges up to the last Due Date prior to us receiving notice of the Supply Transfer must be paid.

12.5. You may request to terminate the Agreement at any time before the Contract End Date by giving us written notice to the following email address: CustomerCare@smartpay.energy and we will terminate the Agreement on the Loss Date if:

12.5.1. you pay the Termination Fee in accordance with clause 13.1; and

12.5.2. you pay all Charges up to the last Due Date prior to the date you gave us written notice requesting to terminate the Agreement; and

12.5.3. your Supply Transfer has been completed.

12.6. In the case when you are leaving the Property, we will terminate the Agreement on the date determined in accordance with clause 14.1.

12.7. We may terminate the Agreement in full or in part at any time by giving you written notice:

12.7.1. in accordance with clause 14;

12.7.2. if the Property is disconnected in accordance with clause 16;

12.7.3. if we serve you with written notice because you stop trading or you are deemed in accordance with law to be unable to pay your debts, or any legal proceedings or other steps are taken in relation to your winding-up or liquidation, the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of you or your assets, a composition, assignment, or arrangement with your creditors;

12.7.4. if the Supply Start Date does not occur within 30 days from the original Provisional Supply Start Date as further set out in clause 3.4; or

12.7.5. if our Relevant Licences are revoked, or the Authority makes a Supplier of Last Resort Direction to another supplier.

12.8. If we terminate the Agreement in accordance with these Terms and Conditions, we will inform you of the end date (and, if the entire Agreement is not ending, of the affected Properties).

12.9. Following the ending or expiry of the Agreement, we will prepare a final Bill for you, setting out all remaining Charges that are owed to us by you. We may need a final Meter Read for this.

12.10. The ending or expiry of the Agreement for whatever reason will be without prejudice to your and our rights and remedies which have accrued prior to the end or expiry of the Agreement.

12.11. Such ending or expiry will also be without prejudice to the continuing validity of any provision of the Agreement which expressly or by implication is intended to come into or remain in force on or after the end or expiry of the Agreement.

13. EARLY TERMINATION AND TERMINATION FEE

13.1. Subject to clause 13.2, if we terminate the Agreement (in full or in part, which for the avoidance of doubt includes removal of Supply Points from the Agreement) prior to the Contract End Date you may be liable to pay a Termination Fee which is calculated in accordance with the applicable formula set out in the Termination Fee Schedule.

13.2. You may not be liable to pay a Termination Fee if the Agreement is terminated:

13.2.1. because you are moving out of the Property and you give us notice in accordance with clause 14;

13.2.2. because we have changed the terms of the Agreement and you gave us notice that you want to terminate the Agreement in accordance with clause 8.3; or

13.2.3. because we agreed to enter into a new agreement with you on different terms.

14. MOVING

14.1. If you are leaving the Property, you must give us notice in writing no later than seven (7) calendar days after the date when you vacate the Property. If you give us notice in accordance with this clause 14.1 we may, at our discretion, terminate the Agreement effective from the date when you have vacated the Property instead of the date when you gave us notice.

14.2. If you fail to give us notice in accordance with clause 14.1 or we deemed that you have not moved:

14.2.1. you will be liable to pay a Supplier Charge; and

14.2.2. the Agreement will continue in full force and effect until we terminate it. You may be liable to pay a Termination Fee.

14.3. In all circumstances, you will be liable to pay all amounts payable to us under or in connection with the Agreement.

14.4. If you fail to give us an accurate Meter Read as at the date upon which you vacate the Property, we may apply a reasonable estimate of such Meter Read for the purposes of raising a final Bill, provided that in such circumstances you will be liable to pay such additional Charges as may be calculated by reference to the next following physical Meter Read.

15. OBJECTION

15.1. In addition to our other rights, and subject to any restrictions imposed by law or under Relevant Laws, if we receive notice of a Supply Transfer from another supplier for a Property supplied under the Agreement, we reserve the right to object to the Supply Transfer if any of the circumstances in clause 15.2 apply.

15.2. We may object to a Supply Transfer in any of the following circumstances:

15.2.1. the supply start date when the new supplier is intended to become the Responsible Supplier is on or before the Contract End Date;

15.2.2. you have Overdue Charges in relation to the Property supplied with Energy (or in connection with the supply of Energy) under the Agreement;

15.2.3. you are in a material breach of any of the provisions of the Agreement and such breach is not remedied to our reasonable satisfaction.

15.3. If we object to the Supply Transfer, we will notify you within one (1) Business Day from making the objection to another supplier and explain the reasons for it and how you may dispute or resolve such objection.

15.4. If you believe that your Supply Transfer to another supplier has been initiated in error, let us know and we will take reasonable steps to cancel your Supply Transfer.

16. DISCONNECTIONS

16.1. Where we intend to disconnect the supply of Energy to a Property in accordance with these Terms and Conditions, subject to Relevant Laws, we will serve a written notice of our intention to disconnect the supply of Energy to the relevant Property in accordance with our obligations under the Relevant Laws and Relevant Licences.

16.2. We may temporarily disconnect, or request that the Network Operator permanently disconnects, the supply of Energy, subject to Relevant Laws, if:

16.2.1. you do not pay any amount due and payable for the supply of Energy as required by the Agreement by the applicable Due Date;

16.2.2. you request us to disconnect the supply, whether on a temporary basis for any reason (for example, if the Property is subject to renovations) or a permanent basis for any reason (for example if the Property is being demolished);

16.2.3. you are in breach of clause 4.2, 4.3 or 4.4;

16.2.4. you commit a material breach of the Agreement;

16.2.5. in our reasonable belief the Energy intended to be supplied to you is being stolen or redirected;

16.2.6. in our reasonable belief there has been interference with the network or Meter;

16.2.7. it is necessary to do so to avoid danger or a breach to the Relevant Laws; or

16.2.8. we are obliged to disconnect the Property under the Relevant Laws or Relevant Licences.

16.3. If the Property has been temporarily disconnected, you may still be liable to pay a Standing Charge.

16.4. If the Property has been disconnected, we may terminate the Agreement by giving you written notice in respect of the disconnected Property on the date of the relevant disconnection, provided that:

16.4.1. such termination is without prejudice to any antecedent rights and obligations you or us may have; and

16.4.2. the Agreement will continue in full force and effect in respect of any part of the Services which are not disconnected.

16.5. If all or any part of the Services have been temporarily disconnected in any of the circumstances set out in clause 16.2 and you have rectified the applicable default to our satisfaction, if requested by you to do so, we may agree to reconnect the applicable part of the Services. We will not be liable to you for any loss you may suffer as a result of the disconnection or any delay in reconnecting the applicable part of the Services.

16.6. You may be entitled to a compensation if we disconnect the supply of Energy to you in error.

16.7. You agree that we and our designated agents may need to access, and you will provide access to (or obtain permission for us to access), a Property for the purposes of disconnecting the supply of Energy to that Property. You also agree that we may disconnect the supply remotely if the Meter allows for this.

16.8. If the Energy supply to the Property is disconnected because of something you have done or omitted to do, you will be charged a Supplier Charge for disconnection and reconnection.

17. LIMITATION OF LIABILITY

17.1. We are only legally responsible to you to the extent expressly set out in these Terms and Conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guarantees, and conditions or warranties implied by law or otherwise are disapplied to the greatest extent permitted by the law.

17.2. Any references to liability in this clause 17 include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

17.3. Subject to clause 17.7, we will not be liable and we exclude our liability to the fullest extent permitted by law for:

17.3.1. the quality and/or consistency of the Energy supplied at your Property;

17.3.2. for any losses resulting from the act or omission of a Network Operator, Metering Agent which has not been appointed by us, any transport or shipper of gas (where applicable) or data aggregator which provides services in connection to the supply of Energy under the Agreement;

17.3.3. if we cannot supply Energy, or if the Energy supply is interrupted, delayed, reduced or impaired for any reason that is beyond our reasonable control including because a third party fails, or is unable to, or is prohibited from, making Energy available to us to supply (including where this results from any acts or omissions of the Network Operator, a supplier or distributor, shipper, re-seller, or transporter).

17.3.4. Without prejudice to the foregoing, we will pay any compensation provided by the Network Operator as a result of such events as further set out in clause 11.9. Further, we will not be liable to you for any damages or equipment installed or stored at a property belonging (either occupied or in legal possession) to third parties.

17.3.5. any damage to, defect in or failure of any Customer Equipment or other infrastructure beyond the Connection Point and via which any part of the Services are delivered, including any such Customer Equipment or other infrastructure which connects the Supply Point to the Property, other than in circumstances where such damage defect or failure arises in consequence of any of our acts or omissions or the acts or omissions of any of our employees, agents or subcontractors;

17.3.6. any Force Majeure Event; and

17.3.7. any costs or losses you suffer as a result of us using information you or any other industry participants have provided to us which, at the time it was used by us, we reasonably believed such information to be accurate notwithstanding that such information may, subsequently, be found to have contained errors or inaccuracies.

17.4. Subject to clause 17.7, we are not legally responsible to you in any way for:

17.4.1. direct or indirect loss of business, sales, profit, anticipated savings, goodwill, interest, or lost opportunity or loss of contract or loss of income or loss or corruption of data or interference with business; or

17.4.2. for any other indirect, special or consequential loss or damage, whether or not caused by the acts of omissions or negligence of our employees or agents and regardless of whether we have been informed of the possibility of the likelihood of such damages.

17.5. Subject to clause 17.7, we will not be legally responsible to you for any loss or costs which you have suffered or incurred as a result of your legal responsibility to any other person or party.

17.6. Subject to the other provisions of clause 17, our total liability to you under or in connection with the Agreement is limited to £1,000 for one claim or series of connected claims, provided that our total aggregate liability under the Agreement in relation to all claims which you may bring against us in relation to the Agreement during the term of the Agreement will not exceed £10,000.

17.7. Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including but not limited to liability for:

17.7.1. death or personal injury caused by negligence;

17.7.2. fraud or fraudulent misrepresentation; and

17.7.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17.8. Each of the clauses 17.1 to 17.7 can be enforced separately.

17.9. If for any reason one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the remainder of the clauses.

17.10. Your liability to the Network Operator will be as set out in National Terms of Connection in the case of electricity and in the Connection Agreement in respect of gas.

18. OTHER CONDITIONS

18.1. **Notice**: All notices or other communications to be given by either party in relation to the Agreement must be: (i) delivered by hand or pre-paid first class post to the recipient's address as shown on the Contract, or (ii) delivered by email, in our case to CustomerCare@SmartPay.Energy and in your case to the email address as shown on the Contract (if one is shown, or otherwise such email address as you have communicated to us in writing). All notices or other communications sent will be deemed to have been received (i) when delivered, where delivered by hand or courier; (ii) on the third Business Day following the date of posting, where done by prepaid first class post; (iii) when sent from the sender's email server if sent within normal business hours, otherwise at 9:00am hours on the next normal Business Day.

18.2. **Assignability**: We may assign or transfer all or any of our rights (including the right to demand that you pay any Charges owed) and legal responsibilities under the Agreement without your permission. You shall be notified of such a change and will be deemed to have consented to such a transfer from the time of notification. We can also subcontract any of our obligations under the Agreement without your permission.

18.3. **Transfer**: Your rights and responsibilities under the Agreement are personal to you and you are not entitled to transfer any part of the obligations or rights arising under the Agreement to any third party without our prior written permission.

18.4. **Change of Law**: We may stop, suspend, or restrict the supply of Energy to the Property due to a change in law, including an Act of Parliament or any regulation made pursuant to it. Whilst any such law is in force you must not use Energy, or if required, comply with any limits set on the amount of Energy you can use. You will be provided with more information if this situation arises. If any of the provisions of any industry code are amended or varied or cease to apply, you will, at our request, agree to amend the Agreement to accommodate any such amendment, variation or cessation in such manner as we reasonably require.

18.5. **Severability**: If a provision of the Agreement is declared invalid, illegal, or otherwise unenforceable, that provision shall be deemed severed and omitted from the Agreement and the remaining provisions of the Agreement shall continue to be in force and apply to the parties.

18.6. **Force Majeure**: If we are unable to perform any of our obligations under the Agreement , because of some unforeseeable event or circumstance beyond our reasonable control ("**Force Majeure Event**"), then the Agreement will remain in full effect but we will have no liability for such failure to perform. We will notify you of the Force Majeure Event as soon as reasonably practicable. We will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of our obligations.

18.7. **Waiver**: Any delay or omission by us in asserting any right or remedy under the Agreement shall not be construed as a waiver of such right or remedy nor shall a partial assertion preclude an assertion of the same at a later date. A waiver of any right or remedy is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.8. **Third Party Rights**: Unless it expressly states otherwise, no provision of the Agreement shall be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.9. **Entire Agreement**: The Terms and Conditions of the Agreement along with the Supplier Charges Schedule, the Termination Fee Schedule, the Contract and its annexes or schedules, and any other documents referred to in these Terms and Conditions constitute the entire agreement between you and us. You hereby acknowledge that you have not relied on any representation, statement, promise, assurance, or guarantee outside the Agreement.

18.10. **Governing Law**: The Agreement is interpreted and governed by English law and any disputes arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18.11. **Interpretation:**

18.11.1. a reference to any party includes a reference to its representatives, permitted successors and assigns;

18.11.2. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

18.11.3. any words following the terms "including", "include", "in particular", "for example" or any similar expression will be construed as illustrative only and will not limit the sense of the words, description, definition, phrase or term preceding those terms;

18.11.4. a reference to legislation is a reference to that legislation as amended, extended, reenacted or consolidated from time to time; and

18.11.5. any obligation on a party not to do something includes an obligation not to allow that thing to be done.

18.12. **Cumulative remedies:** Our rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by applicable law.

19. CONFIDENTIALITY

19.1. During the term of the Agreement and for a year after its termination, you and us agree to keep the commercial and financial parts of the Agreement strictly confidential. This will not prevent our sharing of information:

19.1.1. as required by law or under the rules of any recognised stock exchange or competent authority; or

19.1.2. to your appointed representative or agent.

20. PRIVACY AND DATA PROTECTION

20.1. We respect your right to privacy. We process the personal data you provide to us or which we legally receive from another entity in connection with the Agreement. This includes collecting personal data about you, your employees, contactors, agents, clients, tenants or customers. We may also obtain information about you or your business from credit reference, regulatory, and fraud prevention agencies in order to assess your ability to pay for services provided to you. We process the personal data in accordance with the Privacy Notice, as amended from time to time, on our website www.smartpay.energy/privacy-notice.

21. COMPLAINTS

21.1. If you are dissatisfied with the Services, you may escalate the matter in accordance with our complaints process at complaints@smartpay.energy.

21.2. If you are an SME Customer:

21.2.1. you may contact the Citizens Advice Bureau which offers free, independent advice regarding to your rights; and

21.2.2. if you have an active complaint after eight weeks, and you are not satisfied with the way we have handled your compliant, you can contact the Energy Ombudsman on www.ombudsman-services.org/sectors/energy.

22. Supplier Charges Schedule

This Supplier Charges Schedule is part of the Agreement between you and us for the supply of Energy to you and must be read in conjunction with the following documents which form the Agreement between you and us:

(1) SmartPay Energy Non-Domestic Terms and Conditions;

(2) the contract between us and you for the supply of the Services to which the SmartPay Energy Non-Domestic Terms and Conditions are attached; and

(3) the Termination Fee Schedule.

This Supplier Charges Schedule may be amended in accordance with the terms set out in the SmartPay Energy Non-Domestic Terms and Conditions.

Each capitalised term used in this Supplier Charges Schedule has the meaning given to it in the SmartPay Energy Non-Domestic Terms and Conditions unless otherwise expressly stated.

Each reference to a clause in this Supplier Charges Schedule is to a clause in the SmartPay Energy Non-Domestic Terms and Conditions.

We may charge you the following Supplier Charges in accordance with the SmartPay Energy Non-Domestic Terms and Conditions during the term of the Agreement:

Site Visit

- With reference to clauses 9.11 and/or 9.13, if we are unreasonably denied access to the Property, or unable to carry out the work because of something you have done or omitted to do, or you cancel your appointment less than two Business Days prior to the appointment date, we may charge you £75 + VAT.

Meter Maintenance

- With reference to clause 9.7, if the Meter requires repair or replacement because of something you or any of your employees, agents or subcontractors (including the Metering Agent where they are appointed by you) have done:
  - in case of an electricity meter, we may charge you £350 + VAT
  - in case of a gas meter, we may charge you as follows depending on the gas meter type:

Gas meter type	Supplier Charge
U6	£120 + VAT
U16	£150 + VAT
U25	£200 + VAT
U40	£200+ VAT
U65	£250 + VAT
U100	£350 + VAT
U160	£350 + VAT
Other	POA

- With reference to clause 9.12 where the Meter is maintained by a Metering Agent appointed by us, if you request for the Meter to be tested for its accuracy and the Meter is found to be within the limits of Relevant Laws, we may charge you £ 350 + VAT

Moving/Leaving

- With reference to clause 14.2, if you fail to give us notice in writing no later than 7 calendar days after the date when you vacate the Property, we may charge you £350 + VAT.

Non-Payment

- With reference to clause 11.16, if you do not pay the Charges by the Due Date, we may charge you reasonable expenses incurred in obtaining the money owed to us as follows:
    - If we carry out a Property visit, we may charge you £150 + VAT;
    - Disconnection/reconnection charges as per the section below; and
    - Any debt collection fees awarded by the courts.

Disconnection and Reconnection

With references to clause 16.8:

- If we carry out a physical disconnection of your electricity Meter, we may charge you £500 + VAT for the first hour of work and £200 + VAT per each 30 minutes thereafter
- If we carry out a physical disconnection of your gas Meter, we may charge you £500 + VAT for the first hour of work and £200 + VAT per each 30 minutes thereafter
- If we carry out a physical reconnection of your electricity Meter, we may charge you £500 + VAT to reconnect the Meter plus a replacement cost if we determine that the Meter needs to be replaced)
- If we carry out a physical reconnection of your gas Meter, we may charge you £500 + VAT to reconnect the Meter plus a replacement cost if we determine that the Meter needs to be replaced)
- If your physical disconnection visit is no longer required and is cancelled less than 3 Business Days prior to the scheduled date, we may charge you £250 + VAT
- If we carry out a remote reconnection, we may charge you £250 + VAT to reconnect the Meter

Paper Invoice Charges

- With reference to clause 11.6, if you opt to receive paper Bills, we may charge you £3 + VAT for each paper bill.

23. Termination Fee Schedule

This Termination Fee Schedule is part of the Agreement between you and us for the supply of Energy to you and must be read in conjunction with the following documents which form the Agreement between you and us:

(1) SmartPay Energy Non-Domestic Terms and Conditions;

(2) the contract between us and you for the supply of the Services to which the SmartPay Energy Non-Domestic Terms and Conditions are attached; and

(3) the Supplier Charges Schedule.

This Termination Fee Schedule may be amended in accordance with the terms set out in the SmartPay Energy Non-Domestic Terms and Conditions.

Each capitalised term used in this Termination Fee Schedule has the meaning given to it in the SmartPay Energy Non-Domestic Terms and Conditions unless otherwise expressly stated.

Fixed Contracts

The Termination Fee is calculated as set out below:

$$\text{ETC (£)} = \left(\frac{\text{EC} \times \text{UR}}{100} \times 35\%\right) + \text{VAT}$$

Where: -

(1) ETC (£) – means the Early Termination Fee

(2) EC (kWh) - means the estimated consumption aggregated over the number of months remaining on the Fixed Term, with month one being the first month after the date when the termination notice is given and the last month being the month in which the Contract End Date is. The estimate will be based on the Estimated Annual Consumption ("**EAC**") / Annual Quantity ("**AQ**") held by industry at the Contract Start Date and calculated on a pro rata basis.

For example, if the termination notice is given in August 2025 and the Contract End Date is in December 2025, there will be four months left from the Fixed Term (September to December (inclusive)), and the EAC/AQ will therefore be pro-rated over the four months without taking any seasonality into account.

(3) UR (p/kWh) – means the Unit Rate as follows:

a. in relation to gas and single rate electricity, the contracted Unit Rate; or

b. in relation to multi rate electricity, the consumption weighted Unit Rate over the term of the Agreement based on the contracted Unit Rate for each register and EAC for each register held by industry at the Contract Start Date.

The ETC is subject to VAT and you will pay VAT on receipt of a valid VAT invoice.

Variable Contracts

The Termination Fee is calculated as set out below:

$$\text{ETC (£)} = \left(\frac{\text{EC} \times \text{UR}}{100} \times 25\%\right) + \text{VAT}$$

Where: -

(1) ETC (£) – means the Early Termination Fee

(2) EC (kWh) - means the estimated consumption aggregated over the number of months remaining on the Fixed Term, with month one being the first month after the date when the termination notice is given and the last month being the month in which the Contract End Date is. The estimate will be based on the Estimated Annual Consumption ("**EAC**") / Annual Quantity ("**AQ**") held by industry at the Contract Start Date and calculated on a pro rata basis.

For example, if the termination notice is given in August 2025 and the Contract End Date is in December 2025, there will be four months left from the Fixed Term (September to December (inclusive)), and the EAC/AQ will therefore be pro-rated over the four months without taking any seasonality into account.

(3) UR (p/kWh) – means the Unit Rate as follows:

a. in relation to gas and single rate electricity, the contracted Unit Rate; or

b. in relation to multi rate electricity, the consumption weighted Unit Rate over the term of the Agreement based on the contracted Unit Rate for each register and EAC for each register held by industry at the Contract Start Date.

The ETC is subject to VAT and you will pay VAT on receipt of a valid VAT invoice.