

# Valda Energy

## Deemed Terms and Conditions of Supply

23rd October 2019



## Principal Terms

This section explains some of the key terms in your contract. Your contract is deemed to arise by law because you are the owner or occupier of a property to which we supply electricity and/or gas and you have not agreed a formal contract with us for that supply. It is a legal agreement that sets out rights and duties in relation to your supply of energy.

### How long will your contract last?

Your contract has no minimum period of supply and will continue until you agree a formal contract with us or change your energy supplier.

If you no longer own or occupy a property supplied under your contract, your contract will end in respect of that property when we enter into a contract to supply energy to the new owner or occupier. We ask that you tell us in advance who will become responsible for the property, to ensure a smooth transition.

We may end your contract in certain circumstances. These are set out in clause 14 of your contract, and include where you have not paid your charges on time, you have not provided or maintained any credit support we have requested, or if we believe your financial position has deteriorated.

### How much will your energy cost you?

You will be charged for your energy on the basis of our deemed rates, which are published on our website at [www.valdaenergy.com/help-and-faqs/valda-energy-tariffs-explained](http://www.valdaenergy.com/help-and-faqs/valda-energy-tariffs-explained). These rates may change and we encourage you to check our website regularly for the latest details.

Additional charges may apply if:

- you request other services;
- you miss appointments you have arranged with us or our representatives;
- you fail to comply with your contract and we have taken steps to remedy your non-compliance or enforce your contract.

All charges are stated without taxes, duties or levies, which will be payable in addition to your charges.

Your billing period will be monthly. We will invoice you for the charges in respect of a billing period within 7 days of the start of the billing period. Each invoice will be calculated based on the quantity of energy we expect to supply to you in that period. This will be reconciled against the quantity of energy actually supplied to you as and when more accurate information becomes available to us.

We may require you to pay charges through a prepayment meter if your meter has such functionality. However, we will tell you in advance if we intend to do this.

### When can we make changes to your charges or your contract?

We may make changes to your charges or the terms and conditions of your contract at any time by updating the information on our website. We encourage you to check our website regularly for the latest information about your contract.

### Will you have to pay a security deposit?

We may carry out business and personal checks (as applicable) with credit reference agencies during the term of your contract. If we have concerns about your credit score or your ability to pay your charges, we may require you to pay a deposit of money or provide a guarantee as security for the payment of your charges. We will contact you to discuss such arrangements, if they apply to you. If you do not provide or maintain any credit support we have requested, we may end your contract and/or disconnect your supply of energy.

## Deemed Terms and Conditions of Supply

These terms and conditions apply to you if you are the owner or occupier of a **site** to which we supply **energy** and you have not agreed a formal contract with us for that supply. In these circumstances you are deemed to have entered into a contract with us by the Gas Act 1986 and/or the Electricity Act 1989 (as applicable). A deemed contract exists between you and us even if you are not using **energy** at the **site**.

Your **charges** are typically higher under a deemed contract, but you can get in touch at any time to discuss your requirements and agree a formal contract. Our Customer Service team will be happy to help you and can be contacted on 0333 0390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact).

These terms and conditions form the basis of your **contract** with us. They will help to explain how your supply of **energy** works and other important information you need to know. We hope you will find them clear and easy to use.

Some expressions in these terms and conditions are in bold text because we have given them specific meanings. These meanings are set out in clause 21 (Glossary).

### 1. Your contract

- 1.1 Your **contract** is between Valda Energy Limited (“we”, “us” or “our”) and the occupier or (if the site is unoccupied) the owner of the **site** (“you” or “your”).
- 1.2 Your **contract** will be deemed to have commenced on the **contract start date**.
- 1.3 Your **contract** will continue until it is brought to an end in accordance with clause 13 (Your rights to end your contract) or clause 14 (Our rights to end your contract).
- 1.4 You confirm that:
  - (a) you are the owner or the occupier of each **site**;
  - (b) each **site** is connected to the **distribution system**;
  - (c) the **energy** supplied to each **site** is for **non-domestic purposes**;
  - (d) no **site** is subject to a **green deal plan**; and
  - (e) all information provided by you (or on your behalf) in relation to your **contract** is accurate, complete and not misleading.
- 1.5 If any of the confirmations provided by you in clause 1.4 turn out to be incorrect, or if the position changes from that which you confirmed, we may end your **contract** in accordance with clause 14.1.

### 2. Your supply

- 2.1 The **distributor** is responsible for delivering **energy** to the **supply point**. The **distributor** is also responsible for maintaining the **distribution system** and each **site’s** connection to it, and may **disconnect** the supply of **energy** to a **site** in certain circumstances. We will therefore have no liability to you or any other person for any outages or other periods of unavailability on the **distribution system**.
- 2.2 The **energy** is owned by you once it has passed through the **supply point** and you will be responsible for any **energy** losses incurred on your side of the **supply point**.
- 2.3 The quantity of **energy** supplied to a **site** may be subject to restrictions imposed by the **distributor**. We cannot guarantee that we will be able to supply a quantity of **energy** in excess of these restrictions, and additional **charges** may apply if we obtain any such supply for you.
- 2.4 You must:
  - (a) tell us in advance if you intend to make any changes to a **site** that are likely to alter the amount of **energy** you consume or the time of day you consume it;
  - (b) provide us with any assistance and information we reasonably require to comply with our obligations under your **contract** and **industry codes**;

- (c) maintain all equipment, lines, pipes, wires and cables on your side of the **supply point** in good and safe working order and in compliance with all applicable laws; and
- (d) ensure that each **site** remains connected to the **distribution system** at the relevant **supply point(s)**, and maintain and comply with all necessary contracts for such connection.

### 3. If your supply includes electricity

- 3.1 This clause 3 only applies if your **contract** is for the supply of electricity to a **site**.
- 3.2 You must tell us in advance if you wish to install electricity-generating or electricity-storage equipment at a **site**, or if you wish to change the voltage at which you take the supply of electricity at a **site**.
- 3.3 By agreeing a **contract** for the supply of electricity with us, you are also entering into a contract with your electricity **distributor**, known as the National Terms of Connection (“NTC”). We are required to include the following wording about the NTC in your **contract** (a reference to “your supplier” in this wording is a reference to us and a reference to “your network operator” is a reference to your electricity **distributor**):

#### National Terms of Connection

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties 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, 1<sup>st</sup> Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

### 4. If your supply includes gas

- 4.1 This clause 4 only applies if your **contract** is for the supply of gas to a **site**.
- 4.2 The gas **distributor** may interrupt or stop your gas supply in a **gas deficit emergency**. If this happens, we will pay you any relevant compensation payments as soon as reasonably practicable after we have received payment of the same under **industry codes**. This will be shown as a credit on your invoice. You must tell us if you have agreed with a gas **distributor** or a previous supplier that your gas supply to a **site** can be interrupted or stopped in a **gas deficit emergency**, as this may affect the amount of compensation you are eligible for.
- 4.3 If you believe that there is (or may have been) an escape of gas, you must immediately call the **distributor** on 0800 111 999 and they will provide any emergency services for which you must allow them access.

### 5. Our rights to stop your supply

- 5.1 We may **disconnect** your supply to your **site** in the following circumstances:
  - (a) if you ask us to do so;
  - (b) if you do not pay your **charges** in full by the due date for payment;
  - (c) if you do not provide us with **credit support** in accordance clause 10, or if you do not maintain any such **credit support**;
  - (d) if we believe a **meter** has been interfered with or any **energy** supplied to a **site** has been stolen or re-directed;
  - (e) if we believe it is necessary to avoid any danger or a breach of any **industry codes**;
  - (f) if we are required or allowed to do so by any law or **industry codes**;

- (g) if we believe that you are no longer in occupation of a **site** and you have not complied with the notification requirements in clause 13.2; or
- (h) if we remain the **responsible supplier** to a **site** after your **contract** has come to an end.

5.2 If we intend to **disconnect** your supply in accordance with clause 5.1, we will give you advance notice, wherever possible and in accordance with the requirements of any applicable law or **industry codes**. We will not be liable to you for any loss you may incur as a result of any such action, and you must comply in full with any instructions we give to you in respect of such action.

5.3 If we have taken steps to **disconnect** your supply to a **site** because of anything you have done or not done (but should have), you must reimburse us in full for any losses or costs we incur in taking such action, or which we incur in re-establishing a supply to that **site**. We may also require you to provide **credit support** in accordance with clause 10 before we re-establish your supply of **energy**.

5.4 You agree that we can access a **site** for the purposes of **disconnecting** (or re-establishing) the supply of **energy** in accordance with this clause 5, as further described in clause 6.2. You also agree that we may **disconnect** the supply remotely if the **meter** has functionality to do so, as further described in clause 7.3.

## 6. Your metering

6.1 We will make any necessary arrangements for a **meter** to be installed or remain at each **site**, unless clause 6.10 applies. Any such **meter** will be owned by us or another entity from whom we have leased the **meter**. In no circumstances will you own any such **meter** and you will have no right to object to its removal or replacement.

6.2 You must let us and our representatives have access to the **site** and each **meter** in the following circumstances:

- (a) at any time (with or without notice) if there is a possibility that an individual's life or safety is in danger, or if there is a possibility of damage to property, or if immediate access is required under any law or **industry codes**;
- (b) at all reasonable times (with advance notice where appropriate and reasonably practicable) to install, read, inspect, maintain, test, remove or replace a **meter**; and
- (c) at all reasonable times (with advance notice where appropriate and reasonably practicable) to **disconnect** (or re-establish) the supply of **energy** in accordance with clause 5.

6.3 The rights of access in clause 6.2 extend to any entity that may own the **meter** and to the **distributor**, as well as any contractor appointed by us.

6.4 You must ensure that the **site** and any **meter** are safe to access, and that there are no obstructions that may prevent access in accordance with clause 6.2. You are responsible for removing any obstructions and the costs of doing so, but if you fail to do so we may appoint someone to take any necessary action on your behalf, in which case you must reimburse us in full for such costs. You will also be responsible for the costs we incur in respect of each and every aborted **site** visit.

6.5 You are responsible for safeguarding each **meter** against loss, theft, damage or interference, and for telling us if you become aware of any such event. You must reimburse us in full for any losses or costs we incur in such cases. If our representatives find that you have interfered with a **meter** to steal **energy**, this may include reimbursement for our estimate of the value of the stolen **energy**.

6.6 If we agree to replace a **meter** at your request, you must reimburse us in full for any losses or costs we incur in doing so (including the costs of any abortive **site** visit), unless such losses or costs arise from our own errors.

6.7 We will arrange for each **meter** to be read by us or our representatives, either remotely (where the **meter** has such functionality) or in person. You may also provide readings to us, but we may not use them if they are inconsistent with the readings taken by us or our representatives.

6.8 If you believe any **meter** is not correctly recording the **energy** supplied to you, you can ask us to test the **meter**. We will arrange for a **qualified** person to do so within a reasonable period of time, subject to clause 6.9. The limits of error for a **meter** are set out in **industry codes**. If the **meter** is found to be operating outside of these limits of error, we will arrange for the **meter** to be repaired or replaced as soon as reasonably practicable and at our cost. We may also apply a reasonable adjustment (up or down) to the **charges** to reflect any inaccuracy. If the meter is found to be operating within the limits of error allowed by **industry codes**, no such steps will be taken, and you will be responsible for the costs of the test. If you request a replacement **meter** when the existing **meter** has been shown to be operating correctly, your request will be handled in accordance with clause 6.6.

- 6.9 If you ask us to test a **meter**, you must pay the **charges** for that test in advance. We will have no responsibility for carrying out such test until such **charges** are paid. If the **meter** is found to be operating outside of the limits of error allowed by **industry codes**, we will refund the amount paid for the test, which will be shown as a credit on your next invoice.
- 6.10 If a **site** is subject to half-hourly metering, or if we allow you to provide your own **meter** at a **site**, you must:
- (a) make the necessary arrangements for a meter to be and remain installed at the site; and
  - (b) enter into a contract with a **qualified** meter operator agent (as defined in **industry codes**) for the maintenance of the **meter(s)** at that **site**.
- 6.11 If clause 6.10 applies:
- (a) you must tell us who your meter operator agent is as soon as possible after your **contract start date** or at least 5 days before the appointment of any replacement meter operator agent;
  - (b) if we have any reasonable concerns about your meter operator agent, we may (without any liability to you) reject or delay their appointment (or de-appoint them) under **industry codes**, and we may require you to contract with a replacement meter operator agent;
  - (c) you are responsible for making sure the **meter(s)** are working correctly and in accordance with all **industry codes**, and you must reimburse us in full for any losses or costs we incur if this is not the case;
  - (d) if we ask you to test the **meter(s)**, you must arrange for a **qualified** person to do so as soon as reasonably practicable. If the **meter(s)** are found to be operating within the limits of error set by **industry codes**, we will refund the reasonable costs of carrying out such test (on receipt of satisfactory evidence of payment), which will be shown as a credit on your next invoice;
  - (e) if you fail to contract with a meter operator agent in accordance with clause 6.10, you authorise us to make any necessary arrangements. We will be under no obligation to make such arrangements and we will have no liability to you or anyone else for any such arrangements made by us, provided we have appointed a **qualified** person. You must reimburse us in full for any losses or costs we may incur in any such case, and we may charge you an administration fee for doing so; and
  - (f) you are responsible for paying all amounts which may become payable to your meter operator agent, but if you fail to pay any such amounts by the due date for payment, we may (if we choose to do so) pay such amounts (in whole or in part) to the meter operator agent on your behalf, in which case you must reimburse us in full for such costs.
- 6.12 You must tell us if your **supply point** supplies parts of a **site** (or any other property) that are not owned or occupied by you. You will be responsible for paying the **charges** for all **energy** supplied through your **supply point**, even if it is used by someone else, and the costs of any works that may be required to correct the metering arrangements.

## 7. If you have a smart meter

- 7.1 This clause 7 only applies if you have a **smart meter** installed at a **site**.
- 7.2 Some **smart meters**, if installed by another supplier, may not continue to operate as a **smart meter** after we have become the **responsible supplier**. If this is the case, we will arrange for it to be read in person in accordance with clause 6.7, but you may lose some of the additional functionality you had previously.
- 7.3 If you have a **smart meter** installed at a **site**, we may use it to manage your **energy** supply remotely. This means that we may read, repair or update your **smart meter**, switch it from a credit **meter** to a prepayment one, or even **disconnect** your supply, without visiting the **site**. We may also use it to monitor the **energy** you use.
- 7.4 We will use the data provided by your **smart meter** to calculate your consumption of **energy**, unless such data is not available for any reason or if we reasonably believe that such data does not reflect the **energy** you have consumed.
- 7.5 We will collect consumption data from your **smart meter** at least once a month. We may collect such data more frequently so that we can provide you with **energy** analytics tools, identify energy efficient savings and products for you, optimise our wholesale supply arrangements and industry processes, and for the purposes of detecting and preventing possible **energy** theft. If you do not want us to collect consumption data more than once a month,

you may restrict our access by calling our Customer Service team on 0333 0390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact).

- 7.6 You must look after any device provided with your **smart meter** in accordance with clause 6.5, and you must not remove any such device from the **site** without our prior written consent.

## 8. Your charges

- 8.1 You agree to pay us the **charges**. Our **charges** comprise a **unit rate** and a **standing charge** for each **site** and each form of **energy**, but may also include other amounts which become payable by you to us under your **contract**.
- 8.2 The **unit rate(s)** and **standing charge(s)** that apply to your **contract** are the deemed rates published on our website at [www.valdaenergy.com/help-and-faqs/valda-energy-tariffs-explained](http://www.valdaenergy.com/help-and-faqs/valda-energy-tariffs-explained). These **charges** may change from time to time and we encourage you to check our website regularly for the latest details.
- 8.3 The **standing charge** is a cost related to making energy available at a **site** and it will apply even if the **site** is unoccupied or if you are not using **energy** at the **site**. If a **site** is going to be unoccupied for an extended period, you may wish to contact us to arrange a **disconnection** (we will advise you of any **charges** that may apply). For a **standing charge** to stop applying, your **supply point** would need to be physically **disconnected** from the **distribution system** by a **qualified** person.
- 8.4 Unless we tell you otherwise, all **charges** are stated without any taxes, duties or levies (including **VAT** and **CCL**), which will be payable by you in addition to the **charges** where they apply and at the prevailing rates. The rates of such taxes, duties and levies may change and new ones may be introduced during the term of your **contract**.
- 8.5 If you do not have to pay any taxes, duties or levies at the standard rate, or if you qualify for an exemption or discount, you must provide us with suitable evidence of this as soon as reasonably practicable. If you provide us with suitable evidence, there may be a delay before we can apply it, and we may be restricted from applying it retrospectively. We will not be responsible to you or anyone else if you have given us incorrect information, or if you fail to inform us of any change in circumstances, which result in you paying such taxes, duties or levies at the wrong rate. You must reimburse us in full for any loss or other liability we may incur in any such case.

## 9. Your payments

- 9.1 We will invoice you for the **charges** in respect of each **billing period** within 7 days of the start of each **billing period**. Each invoice will be calculated on the basis of your **expected consumption** and any other **charges** which have become payable by you under your **contract**. Subject to clause 9.4, we may subsequently adjust your **charges** (up or down) to reflect your **actual consumption**.
- 9.2 You must pay the **charges** shown in each invoice we send to you within 10 days of the date of the invoice.
- 9.3 If we are unable to obtain a valid **meter** reading for a **site** that has been taken immediately before your **contract start date**, we may estimate the amount of **energy** supplied to the **site** from your **contract start date** until we first read your **meter** or when your **contract** ends (whichever is first).
- 9.4 If we have not invoiced you for any **charges** in respect of the supply of **energy** to a **site** within 12 months of the date you consumed that **energy** or those **charges** otherwise arose, we will not invoice you for those **charges** and you will not have to pay them. This will not apply if we have been unable to invoice you for the correct **charges** due to any obstructive or unreasonable behaviour on your part. Examples of such behaviour may include circumstances in which:
- (a) you have not allowed a **meter** to be read by us or on our behalf, or if you have attached unreasonable conditions to such access;
  - (b) your **meter** is not operating correctly, and you have not allowed us to repair or replace it; or
  - (c) you have acted unlawfully and tampered with your **meter**.
- 9.5 Unless you pay the **charges** by Direct Debit, you must include your customer account number when you make your payment so that we can allocate it to your account. If you fail to do so, we may not be able to match your payment to an invoice and we may mistakenly contact you about late payment (see clause 9.9). We reserve the right to charge you an administration fee for allocating your payment in such circumstances, which will be deducted from the payment received. We may allocate payments to whichever debt we consider the most

appropriate. For example, we may allocate such payments to the oldest debt you have with us, regardless of the contract under which such debt arose.

- 9.6 We do not accept payment by cheque and any cheques received by us will be destroyed without affecting your obligation to pay the **charges**.
- 9.7 Subject to clause 9.8, all **charges** must be paid by you in full without any deduction, withholding, set-off or counterclaim, unless required by law, in which case you must inform us of that requirement prior to the due date for payment.
- 9.8 If you think an invoice is wrong, please contact us promptly and in any event before the due date for payment. You must pay the full amount of the invoice by the due date (unless we tell you otherwise) and continue to pay any subsequent invoices, but we will review your invoice and any information you have provided to us about why you think your invoice is wrong. If, after we have reviewed the matter, we agree that you have been invoiced incorrectly, we will credit any amount owed to you to your customer account or reimburse you for that amount. If we find that any additional amount is owed to us, we will include this in your next invoice. Where we have allowed you to withhold payment of all or part of a disputed invoice and we find that amount is owed to us, it must be paid to us within 5 days of the date on which we informed you of our findings (after this date, clause 9.9 will apply).
- 9.9 If you do not pay any **charges** by the due date for payment:
- (a) we may charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (which is currently 8% above the Bank of England base rate);
  - (b) we may charge you an administration fee;
  - (c) all unpaid invoices we may have sent you under your **contract** (or any other contract you have with us) will become immediately due and payable;
  - (d) we may require you to provide **credit support** in accordance with clause 10 (Your credit support arrangements); and
  - (e) we may share information about your late payment with a credit reference agency.
- 9.10 You must reimburse us in full for any losses or costs we incur enforcing any provision of your **contract**.

If you are struggling to pay your invoices, please get in touch as soon as possible so that we can help to find a solution where possible. You can speak to a member of our Payments team by calling us on 01869 717 200 or contact them through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact).

- 9.11 If any amounts are credited to your customer account, these will be shown in your next invoice and we may use them to reduce the amount payable by you under that invoice and (where applicable) any subsequent invoice (including any invoice sent to you under any other contract between you and us). Where an amount credited to your customer account exceeds £10, we will refund to you on request any such amount that has not already been allocated in accordance with this clause 9.11. Otherwise, credit balances will be payable to you at the end of your **contract** in accordance with clause 15.3.

## 10. Your credit support arrangements

- 10.1 We may check your credit score at any time during your **contract**. If we have concerns about your credit score or about your ability to pay your **charges** on time and in full, we may require you to put **credit support** in place or to increase the value of any **credit support** you already have in place.
- 10.2 If you do not promptly provide or maintain any **credit support** requested in accordance with clause 10.1, we may end your **contract** in accordance with clause 14.1(b), without any further liability to you.
- 10.3 If your **credit support** takes the form of a deposit of money, we will be entitled to use it to pay any **charges** which are not paid by the due date for payment, in which case we may ask you to top-up your deposit. We own such deposits absolutely, and do not hold them only by way of security. We will usually return a deposit to you (less any amounts used in accordance with this clause 10.3) where you have established a good payment history for a period of 12 continuous months, unless we still have concerns under clause 10.1. We will in any event return the balance of any deposit to you after the end of your contract in accordance with clause 15.3. We will not have to pay any deposit into a separate account, and we do not pay interest on any deposits held by us.



## 11. Your personal information

- 11.1 For information about how we use any personal information we may collect, or otherwise process, about you or your employees and other representatives, please see our privacy notice at [www.valdaenergy.com/privacy](http://www.valdaenergy.com/privacy).
- 11.2 You agree to bring our privacy notice to the attention of any of your employees or representatives whose personal information may be provided to us by you or on your behalf.

## 12. Changes to your contract

We may change your **unit rate(s)**, **standing charge(s)** and/or these terms and conditions, at any time by updating the information on our website. We encourage you to check our website regularly for the latest information about your **contract**.

## 13. Your rights to end your contract

- 13.1 You may end your **contract**:
- (a) at any time by entering into a formal contract with us for the supply of your **energy**, in which case your **contract** will end when the new one starts;
  - (b) at any time by changing your **energy** supplier, in which case your **contract** will end when another **energy** supplier becomes the **responsible supplier** for your **site**; or
  - (c) at any time after you are no longer either or both the owner or occupier of a **site**.
- 13.2 If clause 13.1(c) applies, you will need to tell us who will become responsible for the **site** (for example, the landlord or a new owner or tenant), their contact details, and the date on which such change is intended to occur. We may also ask you to provide proof of the change in ownership or occupancy. You will continue to be responsible for the **charges** for the site until we enter into a contract to supply the **energy** to the new owner or occupier.

## 14. Our rights to end your contract

- 14.1 We may end your **contract** for your **site** in the following circumstances:
- (a) if you fail to pay any **charges** by the due date for payment, and you do not pay such amount(s) in full within 5 days of being reminded to do so;
  - (b) if you do not promptly provide or maintain any **credit support** requested in accordance with clause 10.1, and you fail to remedy that breach to our satisfaction within 2 days of being asked to do so;
  - (c) if you commit a material breach of any other term of your **contract**, and you fail to remedy that breach to our satisfaction within 5 days of being asked to do so;
  - (d) if you repeatedly breach any of the terms of your **contract**, such that we reasonably believe you have no intention or ability to comply with your **contract**;
  - (e) subject to clause 14.2, if we believe your financial position has deteriorated, such that we reasonably believe you may not be able to fulfil your obligations under your **contract** in full;
  - (f) if someone else's consent is required for us to become the **responsible supplier** and you have not obtained that consent on terms that are acceptable to us (of if that consent ends); or
  - (g) if a **site** is subject to a **green deal plan**.
- 14.2 If you are a company and you:
- (a) experience an **insolvency event**, we may end your **contract** if your **insolvency practitioner** does not personally guarantee the payment of your **charges** in respect of the supply of **energy** to your **site** after the **insolvency date** in a form satisfactory to us; or
  - (b) enter into administration or a voluntary arrangement with your creditors, we may end your **contract** if any **charges** in respect of the supply of **energy** to your **site** after the relevant date are not paid within 28 days of the due date for payment.

- 14.3 Your **contract** will automatically end in respect of the supply of an **energy** if our licence to supply that **energy** is revoked, or if any relevant regulatory authority directs another supplier to supply **energy** to your **site**.
- 14.4 Unless another supplier is directed to supply **energy** to your **site** in accordance with clause 14.3, it is your responsibility to change your **energy** supplier at the end of your **contract**. If we remain the **responsible supplier** after your **contract** has ended in accordance with clauses 14.1, 14.2 or 14.3, and we have not **disconnected** your **site** in accordance with clause 5.1, your **contract** will continue.

## 15. After your contract has come to an end

- 15.1 After your **contract** has ended, you remain responsible for paying the **charges** in respect of any **energy** consumed at your **site** before your **contract** ended, and you will continue to be responsible for such **charges** after your **contract** has ended if we remain the **responsible supplier**.
- 15.2 We will send you a final invoice as soon as reasonably practicable after your **contract** has ended and you have stopped taking a supply of **energy** from us, but we may replace that final invoice if it is based on your **expected consumption** and we subsequently obtain more accurate information about your **actual consumption**.
- 15.3 Any credit balance (including any deposit of money you have placed with us as **credit support**) will be taken into account when preparing your final invoice. If, after your final invoice has been paid, any credit balance in excess of £10 remains credited to your customer account, we will refund to you any such amount but we will need you to confirm your bank account details first. If we are unable to return a credit balance to you within 12 months of the end of your **contract**, having taken reasonable steps to do so, we may retain any such credit balance for our own benefit. It is your responsibility to provide us with any new contact details to assist this process. We will make reasonable attempts to contact you in writing based on our records.
- 15.4 Some of the provisions in your **contract** are intended to continue after your **contract** has ended, or to come into effect only when your **contract** has ended, and those provisions will continue to apply in those cases.
- 15.5 The ending of your **contract** will not affect any rights, remedies, obligations or liabilities that arose before the end of your **contract**, including the right to claim damages in respect of any breach of your **contract** which existed at or before the end of your **contract**.

## 16. Your intermediary

- 16.1 If you appoint an **intermediary** to help manage your **energy** supplies, we will ask you or your **intermediary** to provide us with confirmation of their authority. This often takes the form of a letter of authority from you, but may be a verbal instruction given by you to us. You can change the scope of an **intermediary's** authority, or cancel their authority to act on your behalf, at any time by contacting us. If you have not told us how long the **intermediary** is authorised to act on your behalf, we will assume that the appointment is intended to last for the duration of your **contract**.
- 16.2 You will remain responsible for complying with your **contract** and paying all **charges** even if you appoint an **intermediary** to perform any of your duties under your **contract**. You must reimburse us in full for any losses or costs we incur as a result of anything your **intermediary** has done or not done (but should have) which prevents us from performing your **contract** or places us in breach of any laws or **industry codes**.

## 17. If you have a complaint

- 17.1 If you are not happy with our service or if something goes wrong, please contact our Customer Services team on 0333 0390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact). You can find details of our complaints handling procedure on our website.
- 17.2 If you are still not satisfied when we have completed our internal complaints procedure, you may refer your complaint to the Energy Ombudsman Service. Further information is available on its website at [www.ombudsman-services.org/sectors/energy](http://www.ombudsman-services.org/sectors/energy).

## 18. Our responsibility for loss or damage

- 18.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.

- 18.2 All implied conditions, warranties, representations or other terms that may apply to your **contract** are excluded to the fullest extent permitted by law.
- 18.3 We will not be liable to you for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or indirect or consequential loss. This clause 18.3 applies whether or not such losses are foreseeable and whether they arise in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 18.4 We will have no liability to you for delay in performing, or failure to perform any of our obligations under your **contract** if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances, we will be entitled to a reasonable extension of time for performing such obligations.
- 18.5 We will not be liable for any loss or damage that you could have avoided by following our advice, or for any loss or damage that was caused by you failing to correctly follow instructions or to have in place any required measures advised by us or our representatives.
- 18.6 If we are liable for any damage to your property, we will make good any damage to such property caused by us. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property. Nor will we be responsible to you in respect of any damage to equipment installed or stored at a **site** by a third party.
- 18.7 We will not be liable to you or any third party for any costs incurred by you as a result of you entering into a contract with a third party.
- 18.8 Our **total liability** to you in respect of:
- (a) any physical damage to your property, will not exceed £10,000 in aggregate; and
  - (b) all other breaches of duty occurring within any **contract year**, will not exceed an amount equal to all **charges** paid by you in that **contract year**.

## 19. Our communications

- 19.1 All notices to be given under your contract must be given in writing (which includes email).
- 19.2 We may use any contact details we have for you to send notices, including a **site** address.
- 19.3 You must send notices to us through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact) or by pre-paid, first class post to Customer Services, Valda Energy, Unit 11, Talisman Business Centre, Talisman Road, Bicester, OX26 6HR. We may update these details at any time and will tell you if we have done so.
- 19.4 Any notice given under this clause 19 will be treated as if it was received:
- (a) if sent by pre-paid, first class post or other next working day delivery service, at 9.00 am on the second **business day** after posting; and
  - (b) if sent by email or through our website, at the time of transmission, or, if this time falls outside **business hours** in the place of receipt, when **business hours** resume.

## 20. Other important information

- 20.1 We are a "voluntary FIT licensee". This means that we have voluntarily chosen to participate in making payments under the FIT Scheme. If you have renewable generation technology installed at your **site** and you think you may qualify for payments under the FIT Scheme, please contact our Customer Service team on 0333 0390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact).
- 20.2 We may share with third parties information you provide to us or which relates to the supply of **energy** to the **site**, as long as we do so in accordance with applicable laws and **industry codes**.
- 20.3 Your **contract** constitutes the entire agreement between you and us, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 20.4 You will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in your **contract**.

- 20.5 If we do not insist immediately that you do anything you are required to do under your **contract**, or if we delay in taking steps against you in respect of your breaking your **contract**, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to supply **energy** to you, we can still require you to make the payment at a later date.
- 20.6 Each of the provisions in your **contract** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will continue to apply, unless the result would fundamentally change the nature of your **contract**.
- 20.7 You may not transfer your rights or your obligations under your **contract** to another person, unless we agree to this in writing.
- 20.8 We may transfer our rights and obligations under your **contract** to any other person having a **supply licence**. From the date you are notified of any such transfer, you must accept such person in substitution for us. We may also sub-contract any of our obligations under your **contract**.
- 20.9 Your **contract** is between you and us. No other person will have any rights to enforce any of its terms, except as explained in clause 6.3. Neither you nor we will need to get the agreement of any other person in order to end your **contract** or make any changes to its terms.
- 20.10 Your **contract** and any dispute or claim arising in connection with it (including non-contractual disputes or claims) are governed by the law of England and Wales. All disputes or claims must be dealt with by the courts of England and Wales.

## 21. Glossary

- 21.1 When any of the following expressions are used in these terms and conditions in bold text, they have the specific meaning set opposite them in this glossary.

<b>actual consumption</b>	the quantity of <b>energy</b> we have supplied to your <b>site</b> during a period of time, based on a <b>meter</b> read taken by us or on our behalf (whether in person or remotely) or (subject to clause 6.7) given to us by you.
<b>billing period</b>	each successive period of one month, the first of which will commence on your <b>contract start date</b> ,
<b>business day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>business hours</b>	the period from 9.00 am to 5.00 pm on any <b>business day</b> .
<b>charges</b>	our charges for the supply of <b>energy</b> together with any other amounts payable by you to us under your <b>contract</b> .
<b>CCL</b>	the climate change levy, chargeable on the commercial and industrial use of <b>energy</b> under Schedule 6 of the Finance Act 2000.
<b>contract</b>	the contract between you and us for the supply of <b>energy</b> , based on these terms and conditions, as amended in accordance with clause 12 (Changes to your contract).
<b>contract start date</b>	the date on which your <b>contract</b> is deemed to apply between you and us pursuant to the Gas Act 1989 and/or the Electricity Act 1989.
<b>contract year</b>	a 12-month period during the term of your <b>contract</b> (or such shorter period if your <b>contract</b> is ended earlier), commencing on the <b>contract start date</b> or any anniversary of it.
<b>credit support</b>	a deposit of money or a guarantee in the form we request from your parent company or from one or more of your directors, shareholders, members or partners.
<b>disconnect / disconnection</b>	to interrupt, limit, de-energise, cut-off, isolate or otherwise disconnect a supply of <b>energy</b> , whether temporarily or permanently.

<b>distribution system</b>	a gas or electricity distribution system (as applicable) operated by a licensed electricity <b>distributor</b> or a licensed gas <b>distributor</b> (as applicable), through which you receive the supply of <b>energy</b> .
<b>distributor</b>	for each <b>site</b> , the owner or operator of the <b>distribution system</b> .
<b>energy</b>	gas and/or electricity (as applicable).
<b>expected consumption</b>	the quantity of <b>energy</b> we forecast that we will supply to the <b>site</b> during the relevant period of time, having regard to any information that is reasonably available to us (including information obtained from industry data flows).
<b>FIT Scheme</b>	the feed-in tariff scheme introduced by the Energy Act 2008 and further described in our <b>supply licence</b> .
<b>gas deficit emergency</b>	a gas supply emergency which involves, or may involve, a loss of pressure in the national transmission system, as described in <b>industry codes</b> .
<b>green deal plan</b>	an arrangement made by the occupier or owner of a <b>site</b> for a person to make energy efficiency measures or improvements to such <b>site</b> , which are paid for wholly or partly in instalments through their electricity bill, as further described in the Energy Act 2011.
<b>industry codes</b>	our <b>supply licence</b> and all agreements, codes and procedures with which we are required to comply by our <b>supply licence</b> (as each may be amended from time to time).
<b>insolvency date</b>	the date on which you become subject to an <b>insolvency event</b> .
<b>insolvency event</b>	if you enter administration, an administrative receiver is appointed over you, a moratorium is in force for you, a voluntary arrangement with your creditors takes effect, you go into liquidation, or a provisional liquidator is appointed over you.
<b>insolvency practitioner</b>	depending on the nature of an <b>insolvency event</b> , an administrative receiver, a nominee, a supervisor of a voluntary arrangement, a liquidator or a provisional liquidator.
<b>intermediary</b>	a person (other than an employee of your organisation) appointed by you to manage your <b>energy</b> supply requirements. For example, a broker or managing agent.
<b>meter</b>	for each <b>supply point</b> , the device (and all related equipment) for measuring, collecting, storing and communicating information about the supply of <b>energy</b> at the <b>supply point</b> .
<b>non-domestic purposes</b>	a supply of <b>energy</b> which is not taken wholly or mainly for domestic purposes, as described in our <b>supply licence</b> .
<b>qualified</b>	having the necessary qualifications and authorisations under <b>industry codes</b> to carry out the activity in question.
<b>responsible supplier</b>	for each <b>site</b> , the supplier registered under <b>industry codes</b> as the supplier responsible for the supply of <b>energy</b> to the <b>supply point(s)</b> at the <b>site</b> .
<b>site</b>	the property to which your <b>contract</b> is deemed to apply pursuant to the Gas Act 1986 and/or the Electricity Act 1989.
<b>smart meter</b>	a <b>meter</b> with advanced functionality, as described in <b>industry codes</b> , allowing us (or our representatives) to remotely read, test or <b>disconnect</b> the <b>meter</b> .

<b>supply licence</b>	a licence to supply gas or electricity under the Gas Act 1986 or the Electricity Act 1989 (as amended from time to time).
<b>supply point</b>	for each <b>site</b> , the point(s) at which <b>energy</b> may flow between the relevant <b>distribution system</b> and your equipment, pipes and wires.
<b>standing charge</b>	the daily charge that you must pay to keep a <b>site</b> connected to the <b>distribution system</b> , whether or not you use <b>energy</b> at the <b>site</b> .
<b>total liability</b>	our total liability to you, including any liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with your <b>contract</b> .
<b>unit rate</b>	the charge that you must pay for each unit of <b>energy</b> supplied to a <b>site</b> .
<b>VAT</b>	value added tax, chargeable under the Value Added Tax Act 1994.

21.2 In your **contract**, a reference to:

- (a) us, includes a reference to people who may be acting on our behalf (for example, our employees, agents and contractors);
- (b) legislation, is a reference to it as modified, amended, extended or re-enacted from time to time;
- (c) a clause, is a reference to a clause in these terms and conditions;
- (d) words in the singular includes the plural and the plural includes the singular;
- (e) “including”, “include”, “for example” or any similar expression is only illustrative and shall not limit the sense of the description preceding those terms; and
- (f) a “person”, includes a natural person, corporate or unincorporated body (whether or not having separate legal personality and wherever and however incorporated or established).

# Contact us:



0330 390 4510



[valdaenergy.com](http://valdaenergy.com)



Business hours 8am-6pm, Monday to Friday

Valda Energy is a trading name of Valda Energy Group Limited (company number 11852539) and Valda Energy Limited (company number 11212563), registered in England and Wales (VAT registered number 322 8693 89). Our registered office is at 11 Talisman Business Centre, Talisman Road, Bicester, OX26 6HR.