



Valda Energy

SME Supply Terms
and Conditions

05 May 2026

SME Supply Terms and Conditions

If you take a supply of **energy** from us under our **SME product**, these terms and conditions form part 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 26.

1. Your contract

- 1.1 Your **contract** is between Valda Energy Limited (“**we**”, “**us**” or “**our**”) and the person, people or entity named as the customer in your **welcome pack** (“**you**” or “**your**”).
- 1.2 Your **contract** will commence on the **contract start date** and it will continue until it is brought to an end in accordance with clause 16 or clause 17.
- 1.3 By agreeing your **contract** with us, you confirm that:
- (a) you are the owner or occupier of each **site**, or will be by the date on which we become the **responsible supplier**;
 - (b) you have the necessary authority to agree your **contract**;
 - (c) each **site** is connected to the **distribution system**;
 - (d) your existing supplier has no reason to object to our becoming the **responsible supplier** for any **site**;
 - (e) you will not agree a contract with another supplier for the supply of **energy** to a **site** during the **fixed term period**;
 - (f) the **energy** supplied to each **site** is for **non-domestic purposes**;
 - (g) you are a **micro business consumer**;
 - (h) no **site** is subject to a **green deal plan**; and
 - (i) all information provided by you, or on your behalf, in relation to your **contract** is accurate, complete and not misleading.
- 1.4 If any of the confirmations provided by you in clause 1.3 turn out to be incorrect, or if the position changes from that which you confirmed, you must notify us immediately and we may amend your **charges** in accordance with clause 15.4 or end your **contract** in accordance with clause 17.3.

2. Your supply

- 2.1 We will supply **energy** to each **supply point** from the date on which we become the **responsible supplier**.
- 2.2 If we do not already supply **energy** to any **supply point**, we will become the **responsible supplier** as soon as reasonably practicable and, in any event within **5 business days** of the **contract start date**, unless one or more of the following circumstances applies:
- (a) you have not provided sufficient information for us to become the **responsible supplier**;
 - (b) you ask us to start the supply at a later date and we agree to do so;
 - (c) you ask us not to become the **responsible supplier** and we agree not to;
 - (d) your existing supplier objects to us becoming the **responsible supplier**;
 - (e) the **site** is not **connected** to a **distribution system** and either (i) work is required to connect it to the **distribution system**, or (ii) you have been told that your **meter** needs to be changed before we can become the **responsible supplier**; or

- (f) we are delayed or prevented by any other circumstance outside our control, despite having taken all reasonably practicable steps to resolve it.

- 2.3 If we are delayed from becoming the **responsible supplier**, we will aim to become so as soon as reasonably practicable and in any event within **5 business days** of the date on which none of the circumstances in clause 2.2(a) to (f) apply. In some cases, we may have to end your **contract** in respect of one or more of your **supply point(s)** in accordance with clause 17.3.

- 2.4 The **distributor** is responsible for delivering **energy** to the **supply point(s)**. The **distributor** is also responsible for maintaining the **distribution system** and each **site's** connection to it, and the **distributor** 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**.

- 2.5 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**.

- 2.6 If we have agreed that a proportion of the **energy** supplied under your **contract** should be **renewable source energy**, we will use reasonable endeavours to purchase an equivalent quantity of **renewable source energy** (subject to availability). This will be evidenced by the allocation of **renewable certificates** and additional **charges** may apply.

- 2.7 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 any such supply is obtained for or by you.

- 2.8 You are responsible for all costs associated with changes to the connection of any **site** to the **distribution system**, and you must reimburse us in full for any such costs if we agree to incur them on your behalf. We may also adjust your **charges** in accordance with clause 15.4 if our costs of supply have changed as a result of any such change.

- 2.9 You must:

- (a) tell us in advance if you intend to make any changes to a **site** that are likely to alter the quantity 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** in a timely manner and without undue delay;
- (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. Your electricity supply

- 3.1 If your **contract** is for the supply of electricity to a **site**, you must tell us in advance if you wish to install electricity-generating or electricity-storage equipment at the **site**, or if

you wish to change the voltage at which you take the supply of electricity at the site.

- 3.2 By agreeing a **contract** for the supply of electricity with us, you are also agreeing 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, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

- 3.3 Your supply of electricity may be provided (in whole or in part) under an arrangement for **Class A exempt supplies**, as more fully described in our additional terms and conditions for Class A Exempt Supplies. Those terms and conditions form part of your **contract** and they are available on our website at www.valdaenergy.com/terms-and-conditions.

4. Your gas supply

- 4.1 If your **contract** is for the supply of gas to a **site**, you must:
- (a) tell us in advance if any **site** is subject to a contract with anyone else that allows them to interrupt, limit or stop your gas supply (if you do not, or if you do not comply with any such contract, you must reimburse us in full for any losses and/or costs we incur as a result);
 - (b) if we require you to do so, provide us with 3 emergency contacts (including name, job title and telephone number) who can be contacted at any time and will be able to stop gas consumption at a **site** immediately if notified of an emergency (you must tell us in advance of any changes to such emergency contacts);
 - (c) if we or the **distributor** contacts you in a gas emergency, follow any instructions that we or the **distributor** give you regarding the gas supply (if you do not, we may **disconnect** the supply and you must reimburse us in full for any costs we incur in doing so and you must pay any fees imposed under **industry codes**); and
 - (d) if you believe that there is (or may have been) an escape of gas, immediately call the **distributor** on 0800 111 999 and they will provide any emergency services for which you must allow them access.
- 4.2 If your **contract** is for the supply of gas to a **site** and you are eligible for a payment from a third party that is paid to you via us in circumstances where your gas supply has

been interrupted, limited or stopped due to a gas deficit in the **distribution system**, we will credit your account with such payment as soon as reasonably practicable after we have received it. You are responsible for applying for any such payment you may be entitled to.

5. Our rights to object to a change of supplier

- 5.1 We may object to another supplier becoming the **responsible supplier** for any **supply point** if:
- (a) they make a request to become the **responsible supplier** during the **fixed term period**;
 - (b) we have invoiced you for any **charges** or **related charges** that remain unpaid after the due date for payment;
 - (c) they do not submit a request for all the **supply points** at a **site**;
 - (d) you ask us to object to them becoming the **responsible supplier**; and/or
 - (e) we know or reasonably believe that the request to become the **responsible supplier** has been made in error.
- 5.2 If we object to another supplier becoming the **responsible supplier** for any **supply point** in accordance with clause 5.1, we may require you to contact them to assist in our objection.

6. Our rights to stop your supply

- 6.1 We may **disconnect** your supply to all or any **supply point(s)** at any time in the following circumstances:
- (a) if you ask us to do so;
 - (b) if you are required to maintain a **credit balance** and you exhaust that **credit balance**, or if you do not maintain any minimum **credit balance** in accordance with clause 12;
 - (c) if you do not pay your **charges** or any **related charges** in full by the due date for payment;
 - (d) if you do not provide us with **credit support** when required to do so in accordance with clause 12, or if you do not maintain any such **credit support**;
 - (e) if you do not maintain a **payment method**, or if you fail to authorise a new **payment method** when required to do so in accordance with clause 12;
 - (f) if you are in material breach of any other term of your **contract**;
 - (g) if you experience, or if any steps are taken for or in connection with, an **insolvency event**;
 - (h) if we believe a **meter** has been damaged or interfered with, or any **energy** supplied to a **site** has been stolen or re-directed;
 - (i) if we believe a **meter** has not been set up correctly, or you repeatedly deny us access to a **meter**;
 - (j) if we believe there is a possibility that an individual's life or safety is in danger, or if there is a possibility of damage to property;
 - (k) if we are required or allowed to do so by any law or **industry codes**, or if we believe it is necessary to avoid a breach of any law or **industry codes**;
 - (l) if we reasonably believe, or you have told us, that you are no longer in occupation of a **site** and you have not given us details of anyone else who has become responsible for the **site**; and/or
 - (m) if we remain the **responsible supplier** to a **site** after you or we intended to end your **contract**.
- 6.2 If we intend to **disconnect** your supply in accordance with clause 6.1, 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 **disconnection**, and you must comply in full with any instructions we give to you in respect of a **disconnection**.

- 6.3 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 charge you an administration fee and require you to provide **credit support** and/or authorise a new **payment method** in accordance with clause 12 before we re-establish your supply of **energy**.
- 6.4 We will have no obligation to re-establish the supply of **energy** to a **site** until we are satisfied that the cause of the **disconnection** has been remedied.
- 6.5 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 6, as further described in clause 7.4. You also agree that we may **disconnect** the supply remotely if the **meter** has functionality to do so, as further described in clause 8.3.
- 6.6 You should not rely on the exhaustion of any required **credit balance** or a failure to maintain any minimum **credit balance** or **payment method** if you wish to **disconnect** your **site(s)**. We may (if we choose to do so) extend short-term, emergency credit to you, where we believe it is appropriate to do so, and you remain responsible for any resulting **charges**. You must contact us if you wish to arrange a **disconnection**.

7. Your metering

- 7.1 We may ask you to provide an opening **meter** read for all or any **supply point(s)**, in which case you must provide one no later than 5 days after we become the **responsible supplier** for the relevant **supply point(s)**. No changes will be made to an opening **meter** read more than 3 months after we become the **responsible supplier** for the relevant **supply point**.
- 7.2 You must receive your supply of **energy** through a **smart meter**, unless we agree otherwise with you in writing. If you do not have a **smart meter** at a **supply point**, you must let us install one (unless clause 7.15 applies). If a **smart meter** is not installed at a **supply point**, we may adjust your **charges** in accordance with clause 15.3. You may not have the full benefit of this product until **smart meters** have been installed.
- 7.3 We will make any necessary arrangements for a **meter** to be installed or remain at each **supply point** (unless clause 7.15 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.
- 7.4 You must let us and our representatives have access to the **site(s)** 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**; and
 - (b) at all reasonable times (with advance notice where appropriate and reasonably practicable) to install, read, inspect, maintain, test, repair, remove, replace or collect a **meter**, or to **disconnect** (or re-establish) the supply of **energy** to a **site** in accordance with clause 6.
- 7.5 The rights of access in clause 7.4 extend to any entity that may own the **meter** and to the **distributor**, as well as any contractor appointed by us.
- 7.6 If requested, you must provide us with a contact (including name, job title and telephone number) for each **site**, with whom we can arrange access in accordance with clause 7.4 (you must tell us in advance of any changes to such contacts).
- 7.7 You must ensure that the **site(s)** and any **meter** are safe to access, and that there are no obstructions that may prevent access in accordance with clause 7.4. 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.
- 7.8 You must reimburse us in full for any losses or costs we incur in respect of each and every aborted **site** visit, and we may charge you an administration fee in any such case, if the cause is anything you have done or not done (but should have).
- 7.9 You are responsible for safeguarding each **meter** against loss, theft, damage and 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**.
- 7.10 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. We may also adjust your **charges** in accordance with clause 15.4 if our costs of supply have changed as a result of any replacement **meter**.
- 7.11 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 (unless clause 7.15 applies). We may not use a **meter** read provided by or on behalf of you if it is inconsistent with the readings taken by us or our representatives.
- 7.12 If you wish to dispute a **meter** reading, clause 11.12 applies. No changes will be made to a **meter** reading once the period for submitting corrections under **industry codes** has closed.
- 7.13 If you believe any **meter** for which we are responsible 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. 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, 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.
- 7.14 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.
- 7.15 If we agree with you that you will be responsible for a **meter** at a **site**:
- (a) you must make the necessary arrangements for a **smart meter** to be and remain installed at the **supply point**, and agree a contract with a **metering agent** for the provision of services in respect of the **meter**;
 - (b) you must tell us who your **metering agent** is within 5 days of your **contract start date** or at least 5

days before the appointment of any replacement **metering agent**;

- (c) you must ensure that your **metering agent** provides us with any assistance and information we reasonably require to comply with our obligations under your **contract** and **industry codes** in a timely manner and without undue delay;
- (d) if we have any reasonable concerns about your **metering 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 **metering agent**;
- (e) you are responsible for making sure the **meter** is fit for purpose and working correctly, in accordance with all applicable laws and **industry codes**, and you must reimburse us in full for any losses or costs we incur if this is not the case;
- (f) if we ask you to test the **meter**, you must arrange for a **qualified** person to do so as soon as reasonably practicable. If the **meter** is found to be operating within the limits of error set by **industry codes**, we will refund the reasonable costs of carrying out such test to you (on receipt of satisfactory evidence of payment), which will be shown as a credit on your next invoice;
- (g) you must tell us at least 10 days before you intend to replace or modify the **meter**;
- (h) you will be responsible for anything your **metering agent** has done or not done (but should have), as if those things were done or not done by you, and you must reimburse us in full for any losses or costs we incur as a result;
- (i) if you fail to contract with a **metering agent**, you authorise us to make any necessary arrangements. We will be under no obligation to do so, 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
- (j) you are responsible for paying all amounts which may become payable to your **metering 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 **metering agent** on your behalf, in which case you must reimburse us in full for such costs.

- 7.16 You must tell us if a **supply point** supplies parts of a **site** (or any other property) that is 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.

8. If you have a smart meter

- 8.1 This clause 8 only applies if you have a **smart meter** installed at a **site**.
- 8.2 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 7.11, but you may lose some of the additional functionality you had previously. Any such **meter** will need to be replaced in accordance with clause 7.2.
- 8.3 If you have a **smart meter** installed at a **site**, we will 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 will also use it to monitor the **energy** you use.

- 8.4 We will use the data provided by your **smart meter** to calculate the **energy** supplied to you, unless such data is not available for any reason or if we reasonably believe that such data does not reflect the **energy** supplied to you.
- 8.5 We collect consumption data from your **smart meter** more than once a month, so that we can update your **credit balance**, 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 for these purposes, you may restrict our access by calling our Customer Services Team on 0330 390 4510 or through our website at www.valdaenergy.com/contact.
- 8.6 You must look after any device provided with your **smart meter** in accordance with clause 7.9, and you must not remove any such device from the **site** without our prior written consent.

9. Your charges

- 9.1 You agree to pay us the **charges**. The initial **charges** for the supply of **energy** during the **fixed term period** are set out in your **welcome pack**. Thereafter we will notify you of the **charges** that apply to your supply of **energy** in accordance with these terms and conditions.
- 9.2 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.
- 9.3 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 tell us and provide us with suitable evidence of this as soon as reasonably practicable. The information you provide to us will not affect your **charges** before we can reasonably verify and act on such information, 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.
- 9.4 Your **charges** may be calculated on the basis of your **expected consumption** if information about your **actual consumption** is not reasonably available to us at the relevant time, as determined by us. We may adjust your **charges** (up or down) to reflect any new information concerning your **actual consumption**.
- 9.5 Your **charges** may include an amount to reimburse us for any charges or other costs owed to your previous supplier which may be transferred to us when we become the **responsible supplier**.
- 9.6 If you have a prepayment **meter** installed at a **site** which requires you to add money to a key, smart card or similar device in order to receive a supply of **energy**, there may be a difference between the rates applied by that device and the rates which make up your **charges**. Your **charges** take priority in any such case, and you or we may have to make adjustment payments to reflect this.
- 9.7 We may pay commission to a person who has introduced you to us, which is recovered through your **charges**. The details will have been provided to you during the application process for your **contract** and are set out in your **welcome pack**.

10. Your credit balance

- 10.1 This clause 10 only applies if you are required to purchase credit in advance and maintain a **credit balance** to receive

a supply of **energy** and pay your **charges**. Where this is the case, it is a fundamental condition of your **contract**, which is reflected in your **charges**.

10.2 We may deduct an amount from your **credit balance** for any **charges** you owe to us and we will normally refund any amount we owe to you by adding it to your **credit balance**. These reconciliations will be made daily.

10.3 You must make sure you purchase enough credit to cover the quantity of **energy** you use. If you run out of credit, we may disconnect any or all of your **supply point(s)** in accordance with clause 6. You can check your **credit balance** at any time using our **customer portal**.

10.4 We do not hold amounts in respect of your **credit balance** by way of trust or security and will not have to pay any such amounts into a separate account or pay interest on them. If any amount of your credit balance remains unused after the end of your **contract**, we will return it to you in accordance with clause 18.3.

11. Your payments

11.1 To purchase credit and/or pay your **charges**, you must authorise one or more **payment methods**. You agree to promptly update your **payment method** details, so we can complete your payment transactions. We may also use any updated information regarding your **payment method** provided by your issuing bank or the applicable payment network.

11.2 If you wish to discuss changing your preferred **payment method**, please contact our Customer Services Team on 0330 390 4510 or through our website at www.valdaenergy.com/contact. Agreed changes to your **payment method** will not take effect before we can reasonably act on your request. We may use any **payment method** associated with your account if your preferred **payment method** is declined or no longer available to us for your payment transactions.

11.3 By providing us with, or otherwise authorising, a **payment method**, you (a) confirm that you are authorised to use the **payment method** and that any payment information you provide is true and accurate, (b) authorise us to collect payments in accordance with your **payment plan** using your **payment method**, and (c) authorise us to collect any other **charges** using your **payment method** as they become due. You remain responsible for any uncollected amounts.

11.4 If your payment plan involves the collection of payments towards a **credit balance** at regular intervals using your **payment method**, the initial amounts are set out in your **welcome pack** and reflect your **expected consumption** between payments. We may adjust these amounts (up or down) or the length of intervals between payments to reflect changes in your consumption of **energy**, but we will tell you in advance if we intend to do this.

11.5 If you are required to maintain a **credit balance**, unless you ask us not to do so, we will collect an emergency payment towards your **credit balance** using your **payment method** if we reasonably believe your **credit balance** will run out in 15 days or less. This will normally be an amount equal to your **charges** for your **expected consumption** and a period of 28 days. We may change the point in time when such payments may be collected, or how we calculate the amount to be collected, where reasonably necessary, but we will tell you in advance if we intend to do this. If you ask us not to collect these payments, you will be solely responsible for maintaining your **credit balance** between scheduled payment collections (if any).

11.6 If you are required to maintain a **credit balance**, you may check your **credit balance** at any time using our **customer portal** and make top up payments using your **payment method** whenever you like.

11.7 If you are required to maintain a **credit balance**, we will make a VAT invoice available to you through our **customer portal**, following the end of each month, for your charges in that month. The invoice will state whether those **charges** have been paid in full and whether any amount remains outstanding. Any outstanding amounts will be due and payable on the day the invoice is issued.

11.8 Unless clause 11.7 applies, we will invoice you for your **charges** monthly in arrears, or as reasonably necessary. You must pay the **charges** shown in each invoice by your **payment method** within 10 days of the date of the invoice, unless otherwise agreed in writing with us.

11.9 If we reasonably believe that any invoice is not materially accurate, we may (if we choose to do so) issue a replacement invoice. If we do not, a reconciliation will be included in your next invoice.

11.10 If we have not made a deduction from your **credit balance**, or 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 make a deduction, or invoice you, for those **charges** and you will not have to pay them. This will not apply if we have been unable to make a deduction, or invoice you, for the correct **charges** due to any obstructive or unreasonable behaviour on your part.

11.11 Subject to clause 11.12, all **charges** shown in an invoice 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.

11.12 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 or reimburse any amount owed to you. If we find that any additional amount is owed to us, we will deduct this from your **credit balance** (if you have one) and/or issue a new 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 11.13 will apply).

11.13 If you do not pay any **charges** in full by the due date for payment, all unpaid invoices under your **contract** (or any other contract you have with us) will become immediately due and payable and we may:

- (a) charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998;
- (b) charge you an administration fee;
- (c) change your billing arrangement, and/or require you to provide **credit support** and/or authorise a new **payment method** in accordance with clause 12;
- (d) assign the collection of any outstanding **charges** to a debt collection agency; and/or
- (e) we may share information about your late payment with a credit reference agency.

11.14 You must reimburse us in full for any losses or costs we incur enforcing any provision of your **contract**.

11.15 You must include your customer account number when you make any payment to us by bank transfer, 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 your account, in which case your **site(s)** may be at risk of **disconnection** in accordance with clause 6 and we may mistakenly contact

you about late payment. We reserve the right to charge you an administration fee for allocating your payment in such circumstances, which will normally be deducted from the payment received.

- 11.16 We do not accept payment by cheque, and we may destroy any cheques received by us without affecting your obligation to pay your **charges**.
- 11.17 It is your responsibility to pay your **charges** by the due date for payment, even if you have told us that you have appointed someone else to do this on your behalf. Clause 19 shall apply to any such appointment.

If you are struggling to pay your **charges**, please get in touch as soon as possible so that we can help to find a solution. 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.

12. Your credit support arrangements

- 12.1 We may check your credit score at any time before or during your **contract**. If we have concerns about your credit score or about your ability to pay your **charges** on time and in full, or if you exhaust your **credit balance** (where applicable), we may amend your **charges** in accordance with clause 15.4 and/or require you to:
- (a) agree a new **payment plan** that is reasonably acceptable to us;
 - (b) put **credit support** in place or to increase the value of any **credit support** you already have in place;
 - (c) maintain a **minimum credit balance** or to increase the value of any **minimum credit balance** you already maintain; and/or
 - (d) authorise a new **payment method** that is reasonably acceptable to us.
- 12.2 If you do not comply with a request made in accordance with clause 12.1 by any deadline set by us, we may disconnect your **site(s)** in accordance with clause 6.1 and/or end your **contract** in accordance with clause 17.3, without any further liability to you.
- 12.3 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 do not hold deposits by way of trust or security and will not have to pay them into a separate account or pay interest on them. We will return the balance of any deposit to you after the end of your **contract** in accordance with clause 18.3.

13. Your online account management

- 13.1 Your **contract** is subject to online account management through our **customer portal**. This means that you will not receive a paper copy of any invoice or other statement of account, which may only be accessed through our **customer portal**. You must provide and maintain a valid email address, which we will use to notify you of new activity in our **customer portal**.
- 13.2 Additional terms and conditions will apply to the use of our **customer portal**, which you agree to by downloading and/or using it. These terms and conditions are also available on our website at www.valdaenergy.com/terms-and-conditions.
- 13.3 Please note that our **customer portal** will only show you your consumption as at the end of the previous day. The information provided to you through our **customer portal** may also be based on your **expected consumption** if data relating to your **actual consumption** is not available for any reason, or if we reasonably believe that such data does not reflect the **energy** supplied to you.

14. Your personal information

- 14.1 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.
- 14.2 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.

15. Changes to your contract

- 15.1 When your **fixed term period** comes to an end, your **contract** will continue under a **fixed price period**. We will tell you at least 60 days before the end of your **fixed term period** what **charges** will apply to your supply of **energy** during that **fixed price period**.
- 15.2 Your **charges** for the supply of **energy** may change between each **fixed price period**, but we will tell you in advance if this is the case.
- 15.3 All **charges** stated to you for the supply of **energy** assume that you have, or will have, a **smart meter** installed in accordance with clause 7.2 and include a 10% discount for having a **smart meter** installed. If you do not have a **smart meter** installed at a **site** within 3 months of the date on which we become the **responsible supplier** for that **site**, or if you do not have a **smart meter** replaced within 3 months of it ceasing to function as such, and we reasonably believe:
- (a) you have no intention or ability to let us install one (or to install one yourself, if clause 7.15 applies); or
 - (b) your behaviour has otherwise been obstructive or unreasonable in respect of installing one,
- we reserve the right to invoice you for the **charges** at the full rate (in addition to any other rights we may have under your **contract**).
- 15.4 Your **charges** are determined by the information provided to us about your business, **site(s)** and supply requirements, including historical and **expected consumption** at your **site(s)**, your **meter(s)**, your credit worthiness and your **payment method**. If such information proves to be inaccurate or changes, we may adjust your **charges** to reflect the inaccuracy or changed information (including any additional costs and/or risks to us).
- 15.5 In some cases, your **charges** may be dependent on the functionality of the **meter** installed at your **site(s)**. If your **meter** ceases to function correctly, or if meters of that type are to be phased out such that we must replace your **meter** with one that does not have that functionality, we may adjust your **charges** on a temporary or permanent basis (as the circumstances require). We will tell you if this is the case, and your adjusted **charges** will, as far as reasonably practicable, reflect the intended commercial result of the original **charges**.
- 15.6 Your **charges** reflect both **commodity costs** and **non-commodity costs**. Unless any other provision of this clause 15 applies, your **commodity costs** are fixed for the duration of the **fixed term period** and each **fixed price period**, but we may adjust your **charges** to reflect changes in the **non-commodity costs** at any time. We will give you as much notice as we can of any such change, but we may not be able to do so if we have not been given advance notice of the change.
- 15.7 If no other provision of this clause 15 applies, we may still increase your **charges** on not less than 30 days' notice if, due to circumstances beyond our reasonable control, the cost of supplying **energy** under your **contract** exceeds the **charges**. If we do so, you may end your **contract** in accordance with clause 16.1.
- 15.8 We may make changes to these terms and conditions (but not the **charges** or the duration of the **fixed term period**) at any time on not less than 30 days' notice. If such change

is required to reflect a change in any laws or **industry codes**, or the direction of any relevant regulatory authority, we may not be able to give you 30 days' notice, but we will give you as much notice as we can of such change.

16. Your rights to end your contract

- 16.1 You may end your **contract** for any or all of your **site(s)**:
- (a) on the expiry of the **fixed term period**; or
 - (b) during a 30-day notice period arising under clause 15.7.
- 16.2 You may also end your **contract** for any **site** in a **fixed price period** at any time.
- 16.3 It is your responsibility to change your **energy** supplier at the end of your **contract**. If we remain the **responsible supplier** for any of your **supply point(s)** when you purport to end your **contract** in accordance with this clause 16 and you have not arranged for your **supply point(s)** to be **disconnected** by us, your **contract** will continue in respect of those **supply point(s)** but we may change your **charges** from time to time by telling you that we have done so or by publishing information about such **charges** on our website.
- 16.4 If you intend to move out of a **site**, such that you will no longer be the owner or the occupier of the **site**, you must tell us in advance, providing details of 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, in which case we will not take any further steps to close your account for the **site** until you have provided such proof. You will continue to be responsible for the **charges** for the **site** until we have established the existence of a contract to supply the **energy** to the new owner or occupier.

17. Our rights to end your contract

- 17.1 Your **contract** will not come into effect if you fail to authorise one or more **payment methods** within 30 days of the date on which we receive your **contract** application (unless we agree otherwise).
- 17.2 If you have authorised a **payment method** but you subsequently cancel that **payment method**, or if it ceases to be a valid **payment method**, before we become the **responsible supplier** for a **supply point**, we may end your **contract** in respect that **supply point**, and abandon the registration to become the **responsible supplier** for it.
- 17.3 We may end your **contract** for any or all of your **supply point(s)** in the following circumstances:
- (a) on the expiry of the **fixed term period** or during any **fixed price period**;
 - (b) 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;
 - (c) if you do not promptly comply with a request made in accordance with clause 12.1, and you fail to remedy that breach to our satisfaction within 2 days of being asked to do so;
 - (d) 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;
 - (e) 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**;
 - (f) 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;

- (g) if you experience, or if any steps are taken for or in connection with, an **insolvency event**;
- (h) 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 (or if that consent ends);
- (i) if we have not become the **responsible supplier** for a site within 30 days of the **contract start date**;
- (j) if a **site** is subject to a **green deal plan**; or
- (k) if a **site** is **disconnected**, whether by us or any other person.

17.4 Your **contract** will automatically end in respect of the supply of a type of **energy** if our licence to supply that type of **energy** is revoked, or if any relevant regulatory authority directs another supplier to supply that type of **energy** to your **site(s)** in place of us.

17.5 Unless another supplier is directed to supply energy to your **site(s)** in accordance with clause 17.4, 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 this clause 17, and we have not disconnected your **site(s)** in accordance with clause 6.1, your **contract** will continue but we may change your **charges** from time to time by telling you that we have done so or by publishing information about such **charges** on our website.

18. After your contract has come to an end

- 18.1 After your **contract** has ended, you remain responsible for paying the **charges** in respect of any **energy** supplied to your **supply point(s)** before your **contract** ended, and you will continue to be responsible for such **charges** after your **contract** has ended (or either you or we intended it to end) if we remain the **responsible supplier** and no one else has become responsible for those **charges**.
- 18.2 We will send you a final invoice after your **contract** has ended and you have stopped taking a supply of **energy** from us, but we may replace that final invoice if we subsequently obtain more accurate information about your **actual consumption**. We may continue to access your **site(s)** in accordance with 7.4 if reasonably necessary to obtain a **meter** read for such purposes.
- 18.3 Any **credit balance** at the end of your **contract**, and 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 balance in excess of £50 remains credited to your account, we will refund such amount to you (unless clause 18.4 applies). If we do not hold suitable payment details to refund that amount, we will need you to confirm your bank account details first. If we are unable to return any such amount to you within 12 months of the end of your **contract**, having taken reasonable steps to do so, we may retain the amount 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.
- 18.4 If you enter into a new contract with us for the supply of electricity and/or gas, we may roll any **credit balance**, and any deposit of money you have placed with us as **credit support**, over to your new contract or use your credit balance towards any requirement for **credit support** under the new contract.
- 18.5 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.
- 18.6 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**.

19. Your intermediary

19.1 If you appoint an **intermediary** to interact with us on your behalf, we will ask you or your **intermediary** to provide us with confirmation of their authority. This may take the form of a letter of authority from you or a verbal instruction given by you. 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**.

19.2 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 will also be responsible for anything your **intermediary** has done or not done (but should have) in relation to your **contract**, as if those things were done or not done by you. 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).

19.3 We may at any time decide not to deal with your **intermediary** in relation to your **contract**, but we will tell you if this is the case. We may also contact you about your **contract** at any time, even if you have appointed an **intermediary**.

20. If you have a complaint

20.1 If you are not happy with our service or if something goes wrong, please contact our Customer Services Team on 0330 390 4510 or through our website at www.valdaenergy.com/contact. You can find details of our complaints handling procedure on our website.

20.2 If you are a **micro business consumer** or a **small business consumer** and you are not satisfied after 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.

21. Our responsibility for loss or damage

21.1 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.

21.2 All implied conditions, warranties, representations or other terms that may apply to your **contract** are excluded to the fullest extent permitted by law.

21.3 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 21.3 applies whether or not such losses are foreseeable and whether they arise in contract, tort (including negligence), breach of statutory duty, or otherwise.

21.4 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.

21.5 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.

21.6 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.

21.7 We will not be liable for any losses and/or costs caused by anything done or not done by any third party, including (without limitation) any **metering agent** or **intermediary**. Nor will we be responsible to you in respect of any damage to property installed or stored at a **site** by a third party.

21.8 If:

(a) notwithstanding clause 21.7, we are held liable for anything done or not done by a third party; or

(b) it is found that you have overpaid an amount in connection with your **contract** that has been passed on to a third party,

our only obligation to you will be to compensate or reimburse you any amount that we recover from such third party, after deducting any reasonable costs and expenses we incur in such recovery.

21.9 Without affecting clauses 21.1 and 21.8, our **total liability** is limited to loss or damage to your property arising from our breach of your **contract**, provided such loss or damage was reasonably foreseeable at the **contract start date**.

21.10 If we are liable for any damage to your property, we will (subject to clause 21.11) 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.

21.11 Without affecting clauses 21.1 and 21.8, in no event will our **total liability** exceed:

(a) in respect of damage to your property, £10,000 in aggregate; and

(b) in respect of any other liability occurring within any **contract year**, an amount equal to the **charges** paid by you in that **contract year**.

22. Our communications

22.1 All notices to be given under your **contract** must be given in writing (which includes email).

22.2 We may send all notices to you at the email address you have given to us or through our **customer portal**. We may also use any other contact details we have for you, including a **site** address.

22.3 You must send notices to us through our website at 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.

22.4 Any notice given under this clause 22 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 or **customer portal**, at the time of transmission, or, if this time falls outside **business hours**, when **business hours** resume.

23. Your rewards

23.1 We may provide you with access to **rewards** provided by third parties. These **rewards** are only available to **eligible customers**. We reserve the right to refuse or restrict your access to a **reward** at any time. We may also change, suspend or discontinue a **reward** at any time. We will give you advance notice of this wherever reasonably possible.

23.2 We are not responsible for providing **rewards** and they may be subject to the provider's additional terms and conditions. All **rewards** are provided on an "AS IS" and "AS AVAILABLE" basis. We will therefore have no liability to you or any other person for any losses and/or costs occurring as a result of taking up a **reward** or otherwise arising in connection with your use of, or reliance upon, any **reward**.

24. Other important information

24.1 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(s)** and you think you may qualify for payments under the **FIT Scheme**, please contact our Customer Services Team on 0330 390 4510 or through our website at www.valdaenergy.com/contact.

24.2 We may share information you provide to us, or which we otherwise obtain in connection with your **contract**, with third parties where we reasonably believe it is necessary to perform your **contract**, exercise our rights or to comply with any applicable laws and **industry codes**.

24.3 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.

24.4 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**.

24.5 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 failure to comply with 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.

24.6 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**.

24.7 You may not transfer your rights or your obligations under your **contract** to another person, unless we agree to this in writing.

24.8 We may transfer our rights and obligations under your **contract** to any other person having a **supply licence**.

26. Definitions

When any of the following expressions are used in these terms and conditions in bold text, they have the specific meaning given to them below.

actual consumption	the quantity of energy we have supplied to your site(s) during a period of time, based on a meter read taken by us or on our behalf (whether in person or remotely) or given to us by you.
business day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
business hours	the period from 9.00 am to 5.00 pm on any business day .
charges	our charges for the supply of energy (which comprise one or more unit rate(s) and a standing charge for each supply point and each form of energy) together with any other amounts payable by you to us under your contract .
CCL	the climate change levy, chargeable on the commercial and industrial use of energy under Schedule 6 of the Finance Act 2000.
Class A exempt supplies	has the meaning given to it in our additional terms and conditions for Class A Exempt Supplies (please see our website at www.valdaenergy.com/terms-and-conditions for a copy of those terms and conditions).

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**.

24.9 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 7.5 and clause 24.8. 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.

24.10 If more than one individual is named in your **welcome pack** as our customer, those individuals are jointly and severally liable for the performance of your **contract**. This means that each individual is fully responsible for complying with your **contract**. If we have to enforce your **contract**, it may be against all of the individuals together or any of them separately.

24.11 Your **contract** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England and Wales. All disputes or claims must be dealt with by the courts of England and Wales.

25. Interpretation

25.1 If there is any inconsistency between any provision in these terms and conditions and your **welcome pack**, the provision in these terms and conditions will prevail unless expressly stated otherwise in your **welcome pack**.

25.2 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).

commodity costs	the costs we incur to purchase energy , and which we reasonably attribute to the supply of energy under your contract .
contract	the contract between you and us for the supply of energy , comprising your welcome pack and these terms and conditions, as amended from time to time.
contract start date	the date on which we confirm acceptance of your application for a contract , being the date on which we send your welcome pack to you.
credit balance	where applicable, the amount of credit which you have purchased to pay your charges and which remains available for such purpose after the deduction of any and all amounts in respect of charges you have incurred.
credit support	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. In some cases, it may be a guarantee or letter of credit from your bank in a form reasonably acceptable to us.
customer portal	our mobile and/or desktop application for customers, as described on our website at www.valdaenergy.com from time to time.
disconnect / disconnected	to interrupt, limit, de-energise, cut-off, isolate or otherwise disconnect a supply of energy , whether temporarily or permanently.
distribution system	a gas or electricity distribution system (as applicable) operated by a licensed electricity distributor or a licensed gas distributor (as applicable), through which you receive the supply of energy .
distributor	for each site , the owner or operator of the distribution system .
eligible customer	customers who meet certain criteria for the reward in question. Please consult our website at www.valdaenergy.com or contact our Customer Services Team on 0330 390 4510 to confirm whether you meet the criteria.
energy	gas and/or electricity, as specified in your welcome pack .
expected consumption	the quantity of energy we estimate that we have supplied to your site(s) during the relevant period of time, having regard to any information that is reasonably available to us (including information obtained from industry data flows).
FIT Scheme	the feed-in tariff scheme introduced by the Energy Act 2008 and further described in our supply licence .
fixed price period	each successive period of one month, the first of which will commence on the expiry of your fixed term period .
fixed term period	the minimum period of supply specified in your proposal , commencing on the date we become the responsible supplier for at least one supply point .
green deal plan	an arrangement made by the occupier or owner of a site for a person to make energy efficiency measures or improvements to such site , which are paid for wholly or partly in instalments through their electricity bill, as further described in the Energy Act 2011.
industry codes	our supply licence and all agreements, codes and procedures with which we are required to comply by our supply licence (as each may be amended from time to time).
insolvency event	if you reschedule any of your debts; if any compromise or arrangement with any of your creditors or a moratorium takes effect; if you are the subject of a bankruptcy or winding up order; if any person takes possession of, or any trustee, receiver, liquidator, administrator, administrative receiver or similar officer is appointed in respect of all or any part of you, your business or your assets; or if you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business.
intermediary	a person (other than an employee of your organisation) appointed by you to provide information and/or advice in connection with your energy supply (including your charges or any other terms of your contract) or who otherwise manages your energy supply on your behalf. For example, a broker, consultant or managing agent.
meter	for each supply point , the device (and all related equipment) for measuring, collecting, storing and communicating information about the supply of energy at the supply point .
metering agent	a qualified provider (or providers) of services in connection with installing, commissioning, testing, operating, maintaining, and repairing a meter , and reading, collecting, aggregating, or processing data in respect of a meter . A metering agent may be appointed by us or, where clause 7.15 applies, you.
micro business consumer	if one or more of the following applies to you: <ul style="list-style-type: none"> • you have fewer than 10 employees (or their full-time equivalent) and your yearly turnover, or yearly balance sheet, is not more than €2 million; • you use less than 100,000 kWh of electricity a year; or • you use less than 293,000 kWh of gas a year.
non-commodity costs	all costs incurred by us which are outside of our control and concern or relate to the supply of energy (other than commodity costs), and which we reasonably attribute to the supply of energy under your contract . Such costs may include (without any limitation): charges made for the provision, operation or maintenance of a meter , or the collection, aggregation and

communication of **meter** data; charges made for balancing services or transmission or distribution of **energy**; charges made for **energy** losses or shrinkage or unidentified gas; charges made if you exceed the capacity or volume allocated by a **distributor**; any taxes, levies or duties imposed on us or in relation to the supply of **energy** (including in respect of the renewables obligation, the small-scale low-carbon feed-in tariff, contracts for difference, the capacity market, or anything similar to them). Non-commodity costs may be stated separately or included in your **unit rate(s)** and/or **standing charges**.

non-domestic purposes	a supply of energy which is not taken wholly or mainly for domestic purposes, as described in our supply licence .
payment method	a current, valid method for making payments accepted by us from time to time (please see our website at www.valdaenergy.com for more information about your payment options).
payment plan	one of the arrangements we accept from time to time for making payments towards your credit balance and/or charges , as specified in your welcome pack and amended from time to time. This may include your payment method , the intervals between payments, scheduled amounts for collection, and whether payments are made in advance or arrear.
qualified	having the necessary qualifications and authorisations under industry codes to carry out the activity in question.
related charges	any amounts payable by you to us under another contract for the supply of electricity and/or gas, including all services which are incidental or ancillary to any such supply.
renewable energy certificate	evidence that a quantity of energy is renewable source energy (for example, a renewable electricity guarantee of origin).
renewable source energy	energy that is produced from sources occurring naturally and continuously in the environment, as opposed to energy generated using oil, coal, gas or nuclear power. Examples include wind power, solar power, wave and tidal power, hydro power and energy derived from biomass and biofuels.
responsible supplier	for each supply point , the supplier registered under industry codes as the supplier responsible for the supply of energy to the supply point .
rewards	any offers, promotions, services or other benefits we make available to eligible customers , which are provided by third parties.
site	any property to which we supply (or intend to supply) energy under your contract . It includes all the relevant supply point(s) that supply you at that property, unless we agree otherwise with you in writing.
small business consumer	if one or more of the following applies to you: <ul style="list-style-type: none">• you have fewer than 50 employees (or their full-time equivalent) and either your yearly turnover is not more than £6.5 million or your yearly balance sheet is not more than £5 million;• you use less than 200,000 kWh of electricity a year; or• you use less than 500,000 kWh of gas a year.
smart meter	a meter with advanced functionality, allowing us (or our representatives) to remotely read, test or disconnect the meter and otherwise operate this product. This does not necessarily mean a SMETS meter .
SME product	a supply of electricity and/or gas to premises in Great Britain for non-domestic purposes based on pricing and other terms and conditions that apply to customers who are micro business consumers .
SMETS meter	a meter which is compliant with a version of the Smart Metering Equipment Technical Specifications designated by the Secretary of State from time to time.
supply licence	a licence to supply gas or electricity under the Gas Act 1986 or the Electricity Act 1989 (as applicable and as amended from time to time).
supply point	for each site , the point(s) at which energy may flow between the relevant distribution system and your equipment, pipes and wires.
standing charge	the daily charge that you must pay to keep a supply point connected to the distribution system , whether or not you use energy at the site .
total liability	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 contract .
unit rate	the charge(s) that you must pay for each unit of energy supplied to a supply point .
VAT	value added tax, chargeable under the Value Added Tax Act 1994.
welcome pack	the pack which we send (or make available) to you on agreeing your contract and which gives specific details about your contract (for example, your identity, your site(s) and details of the unit rate(s) and standing charge(s) that apply to those site(s)).



Valda Energy Limited (company number 11212563) is registered in England and Wales. Our registered office is at Unit 11 Talisman Business Centre, Talisman Road, Bicester OX26 6HR. We are licensed and regulated by the Gas and Electricity Markets Authority. Our registered VAT number is 322 8693 89.

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