

Valda Energy

Valda SmartChoice Supply Terms and Conditions

7 February 2022



Terms and Conditions of Supply

These terms and conditions together with your **welcome pack** form our **contract** with you. 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.

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 13 or clause 14.
- 1.3 By agreeing your **contract** with us, you confirm that:
- (a) you are the owner or the occupier of each **site** (or will be by the date on which we become the **responsible supplier**);
 - (b) each **site** is connected to the **distribution system**;
 - (c) your existing supplier has no reason to object to our becoming the **responsible supplier** for any **site**;
 - (d) the **energy** supplied to each **site** is for **non-domestic purposes**;
 - (e) no **site** is subject to a **green deal plan**; and
 - (f) 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, we may amend your **charges** in accordance with clause 12.5 or end your **contract** in accordance with clause 14.2.

2. Your supply

- 2.1 We will supply **energy** to each **site** from the date on which we become the **responsible supplier**.
- 2.2 If we do not already supply **energy** to the **site**, we will become the **responsible supplier** within 21 days of the **contract start date**, unless you ask us to start the supply at a later date.
- 2.3 However, we may be delayed in becoming the **responsible supplier** for a **site** if:
- (a) your existing supplier objects to us becoming the **responsible supplier**;
 - (b) we do not have all of the information we require to become the **responsible supplier**, despite having taken all reasonable steps to obtain it; or
 - (c) we are delayed by any other circumstance in which our **supply licence** permits us to take more than 21 days to become the **responsible supplier**.
- 2.4 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 21 days of the date on which none of the circumstances in clause 2.3 apply. In some cases, we may have to end your **contract** in respect of some or all of your **site(s)** in accordance with clause 14.2.
- 2.5 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**.
- 2.6 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**.

- 2.7 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.
- 2.8 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.
- 2.9 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) if your **contract** is for the supply of electricity to a **site**, 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**;
 - (c) 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;
 - (d) 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;
 - (e) 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; and
 - (f) not enter into a contract with another supplier for the supply of **energy** to a **site** during the **fixed term period** or any notice period applying during a **fixed price period**.
- 2.10 Subject to any restrictions imposed by law or **industry codes**, we may object to another supplier becoming the **responsible supplier** for any **site** during the **fixed term period** or any notice period applying during a **fixed price period**, and at any other time if any **charges** remain unpaid after their due date for payment.
- 2.11 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, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

- 2.12 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.

3. Our rights to stop your supply

- 3.1 We may **disconnect** your supply to all or any **site(s)** 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 clause 9;
 - (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** in accordance clause 9, 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 9;
 - (f) if we believe a **meter** has been interfered with or any **energy** supplied to a **site** has been stolen or re-directed;
 - (g) if we believe it is necessary to avoid any danger or a breach of any **industry codes**;
 - (h) if we are required or allowed to do so by any law or **industry codes**;
 - (i) 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
 - (j) if we remain the **responsible supplier** to a **site** after you or we intended to end your **contract**.
- 3.2 If we intend to **disconnect** your supply in accordance with clause 3.1, 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.
- 3.3 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**, maintain a **minimum credit balance** or authorise a new **payment method** before we re-establish your supply of **energy**.
- 3.4 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 3, as further described in clause 4.3. You also agree that we may **disconnect** the supply remotely if the **meter** has functionality to do so, as further described in clause 5.3.
- 3.5 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**.

4. Your metering

- 4.1 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 **site**, you must let us install one (unless clause 4.12 applies, in which case you must install one). If a **smart meter** is not installed at a **site**, we may change the **charges** in respect of that **site** in accordance with clause 12.2 or end your **contract** for any or all of your **site(s)** in accordance with clause 14.2. You will not have the full benefit of this product until **smart meters** have been installed.
- 4.2 We will make any necessary arrangements for a **meter** to be installed or remain at each **site**, unless clause 4.12 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.
- 4.3 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, remove or replace a **meter**, or to **disconnect** (or re-establish) the supply of **energy** to a **site** in accordance with clause 3.
- 4.4 The rights of access in clause 4.3 extend to any entity that may own the **meter** and to the **distributor**, as well as any contractor appointed by us.
- 4.5 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 4.3. 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.

- 4.6 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).
- 4.7 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**.
- 4.8 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.
- 4.9 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.
- 4.10 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 4.11. 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.
- 4.11 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 statement or invoice.
- 4.12 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 **site**, and 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**;
 - (b) you must tell us who your meter operator agent is within 5 days of your **contract start date** or at least 5 days before the appointment of any replacement meter operator agent;
 - (c) 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;
 - (d) 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;
 - (e) 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 to your **credit balance** (on receipt of satisfactory evidence of payment), which will be shown as a credit on your next statement or invoice;
 - (f) if you fail to contract with a meter operator agent, 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
 - (g) 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.
- 4.13 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.

5. If you have a smart meter

- 5.1 This clause 5 only applies if you have a **smart meter** installed at a **site**.

- 5.2 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 4.9, but you may lose some of the additional functionality you had previously. Any such **meter** will need to be replaced in accordance with clause 4.1.
- 5.3 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.
- 5.4 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.
- 5.5 We will collect consumption data from your **smart meter** daily for the purposes of verifying the quantity of **energy** supplied to your **site(s)** during the previous day. We do this so that we can calculate your **charges** in respect of the supply on that day and (where applicable) provide you with an updated statement of account for your **credit balance** through our **app**. Please note that our **app** will only show you the position as at the end of the previous day.
- 5.6 We may also collect consumption data from your **smart meter** more than once a month, 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 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.
- 5.7 You must look after any device provided with your **smart meter** in accordance with clause 4.7, and you must not remove any such device from the **site** without our prior written consent.

6. Your charges

- 6.1 You agree to pay us the **charges**. The initial **charges** for the supply of **energy** to your **site(s)** during the **fixed term period** are set out in your **welcome pack**. Thereafter we will notify you of the **charges** that apply to you in accordance with these terms and conditions.
- 6.2 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.
- 6.3 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.
- 6.4 Your **charges** may be calculated on the basis of your **expected consumption**. Subject to clause 8.9, we may adjust your **charges** (up or down) to reflect any new information concerning your **actual consumption**.
- 6.5 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**.
- 6.6 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.

7. Your credit balance

- 7.1 This clause 7 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**.
- 7.2 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.

- 7.3 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 **site(s)** in accordance with clause 3. You can check your **credit balance** at any time using our **app**.
- 7.4 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 15.3.

8. Your payments

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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).
- 8.6 If you are required to maintain a **credit balance**, you may check your **credit balance** at any time using our **app** and make top up payments using your **payment method** whenever you like.
- 8.7 If you are required to maintain a **credit balance**, we will make a VAT invoice available to you through our **app**, 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.
- 8.8 Unless clause 8.7 applies, we will invoice you at regular intervals, in accordance with your **payment plan**, or as reasonably necessary. You must pay the charges shown in each invoice within 10 days of the date of the invoice, unless otherwise agreed in writing with us.
- 8.9 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.
- 8.10 Subject to clause 8.11, 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.
- 8.11 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) 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 8.12 will apply).

- 8.12 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; (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 agree a new **payment plan**, provide **credit support**, maintain a **minimum credit balance** or authorise a new **payment method** in accordance with clause 9; and (e) we may share information about your late payment with a credit reference agency.
- 8.13 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 **disconnected** 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.
- 8.14 We do not accept payment by cheque and any cheques received by us will be destroyed without affecting your obligation to pay the **charges**.
- 8.15 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 **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.

9. Your credit support arrangements

- 9.1 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 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 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.
- 9.2 If you do not promptly comply with a request made in accordance with clause 9.1, we may **disconnect** your **site(s)** in accordance with clause 3.1 or end your **contract** in accordance with clause 14.2, without any further liability to you.
- 9.3 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 15.3.

10. Your online account management

- 10.1 Your **contract** is subject to online account management through our **app**. This means that you must download our **app** to operate this product and you will not receive a paper copy of any invoice or other statement of account, which may only be accessed through our **app**.
- 10.2 Additional terms and conditions will apply to the use of our **app**, which you agree to by downloading and using our **app**. These terms and conditions are also available on our website at www.valdaenergy.com/terms-and-conditions.
- 10.3 Please note that our **app** will only show you the position as at the end of the previous day. The information provided to you through our **app** 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.

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.
- 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

- 12.1 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**.
- 12.2 If one or more of the circumstances specified in clause 12.3 occur, we may end your **fixed term period** for any or all of your **site(s)**, in which case, your **contract** will continue for the affected **site(s)** under a **fixed price period** and we will tell you what **charges** will apply to your supply of **energy** during the **fixed price period**.
- 12.3 The specified circumstances for the purposes of clause 12.2 are:
- (a) if you do not have a **smart meter** at a **site** and we (or you, if clause 4.12 applies) are unable to install one within 3 months of the date on which we become the **responsible supplier** for that **site**;
 - (b) if you do not have a **smart meter** at a **site** and we reasonably believe you have no intention or ability to let us install one (or to install one yourself, if clause 4.12 applies) or if your behaviour has otherwise been obstructive or unreasonable in respect of installing one;
 - (c) if, in our reasonable opinion, a **smart meter** at any **site** is not working properly, such that we are unable to manage your **energy** supply remotely in accordance with clause 5.3 and will not be able to do so; and/or
 - (d) if you otherwise cease to have a **smart meter** at a **site**.
- 12.4 Your **charges** for the supply of **energy** may change between each **fixed price period**, but we will tell you at least 30 days in advance if this is the case.
- 12.5 Your **charges** are calculated on the basis of information provided to us about your **site(s)**, including historical and expected **energy** consumption at each **site**. If such information proves to be inaccurate or changes, we may adjust the **charges** to reflect the inaccuracy or change.
- 12.6 Your **charges** reflect both **commodity costs** and **non-commodity costs**. 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.
- 12.7 If clause 12.6 does not apply, 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** by giving notice to us in accordance with clause 13.1.
- 12.8 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.

13. Your rights to end your contract

- 13.1 You may end your **contract** for all of your **site(s)**:
- (a) on the expiry of the **fixed term period**, by telling us not less than 7 days before the end of your **fixed term period**; or
 - (b) on the expiry of a 30-day notice period arising under clause 12.7, by telling us within the notice period.
- 13.2 You may also end your **contract** for any **site** in a **fixed price period**, by telling us not less than 7 days before you wish the **fixed price period** to end for that **site**.
- 13.3 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 **site(s)** when you purport to end your **contract** in accordance with this clause 13 and you have not asked us to **disconnect** your **site(s)**, your **contract** will continue in respect of those **site(s)**. If we are

still the **responsible supplier** 30 days after the date on which you intended to end your **contract**, your **contract** will continue as if you had not intended to end it and you will need to give us a new notice to end your **contract** in accordance with this clause 13.

- 13.4 If you will no longer be the owner or the occupier of a **site**, you must tell us at least 30 days in advance. 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 have established the existence of a contract to supply the **energy** to the new owner or occupier.

14. Our rights to end your contract

- 14.1 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 received your **contract** application and asked you to do so (unless we agree otherwise with you).

- 14.2 We may end your **contract** for any or all of your **site(s)** in the following circumstances:

- (a) on the expiry of the **fixed term period**, or during any **fixed price period**, by telling you not less than 7 days in advance;
- (b) if you do not have a **smart meter** at each **site** and we (or you, if clause 4.12 applies) are unable to install one within 3 months of the date on which we become the **responsible supplier** for the **site**;
- (c) if you do not have a **smart meter** at a **site** and we reasonably believe you have no intention or ability to let us install one (or to install one yourself, if clause 4.12 applies) or if your behaviour has otherwise been obstructive or unreasonable in respect of installing one;
- (d) if, in our reasonable opinion, a **smart meter** at any **site** is not working properly, such that we are unable to manage your **energy** supply remotely in accordance with clause 5.3 and will not be able to do so;
- (e) if you cease to have a **smart meter** at any **site**;
- (f) 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;
- (g) if you do not promptly comply with a request made in accordance with clause 9.1, and you fail to remedy that breach to our satisfaction within 2 days of being asked to do so;
- (h) 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;
- (i) 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**;
- (j) 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;
- (k) if you experience, or if any steps are taken for or in connection with, an **insolvency event**;
- (l) 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);
- (m) if we have not become the **responsible supplier** for a **site** within 30 days of the **contract start date**;
- (n) if a **site** is subject to a **green deal plan**; or
- (o) if a **site** is **disconnected**, whether by us or any other person.

- 14.3 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)**.

- 14.4 Unless another supplier is directed to supply **energy** to your **site(s)** 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 this clause 14, and we have not **disconnected** your **site(s)** in accordance with clause 3.1, 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.

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** supplied to your **site(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**.
- 15.2 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**.
- 15.3 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 £10 remains credited to your customer account, we will refund such amount to you (unless clause 15.4 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 any 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.
- 15.4 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.
- 15.5 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.
- 15.6 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**.

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 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**.
- 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 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).
- 16.3 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**.

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 0330 390 4510 or through our website at 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.

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 (subject to clause 18.8) 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 send all notices to you at the email address you have given to us or through our **app**. We may also use any other contact details we have for you, including a **site** address.
- 19.3 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.
- 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 or **app**, 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(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.
- 20.2 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**.
- 20.3 We may pay a fee to a person who has introduced you to us. In certain circumstances, your **charges** may include the recovery of that amount. The person who has introduced you to us will be able to provide you with information about the charges for their services to you and the details of any such fee.
- 20.4 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.
- 20.5 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**.

- 20.6 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.
- 20.7 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**.
- 20.8 You may not transfer your rights or your obligations under your **contract** to another person, unless we agree to this in writing.
- 20.9 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**.
- 20.10 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 4.4 and clause 20.9. 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.
- 20.11 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.
- 20.12 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 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.
app	the Valda Energy mobile and/or desktop application, as described in the FAQs available on our website at www.valdaenergy.com .
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 both a unit rate and a standing charge for each site 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.
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 initial payment method , being the date on which we send your welcome pack to you.
contract year	a 12-month period during the term of your contract (or such shorter period if your contract is ended earlier), commencing on the contract start date or any anniversary of it.

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.
disconnect / disconnection	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 .
energy	gas and/or electricity, as specified in your welcome pack .
expected consumption	the quantity of energy we estimate that we have supplied, or will supply, 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 6 months, the first of which will commence on the earlier of (a) the expiry of your fixed term period , and (b) any notice given by us under clause 12.2.
fixed term period	the period specified in your welcome pack , commencing on the date we become the responsible supplier for at least one site .
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 certain services in connection with your energy supply. 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 .
minimum credit balance	where applicable, an amount of credit we require you to maintain on your credit balance .
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-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 the FAQs on 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.
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.
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 site , the supplier registered under industry codes as the supplier responsible for the supply of energy to the supply point(s) at the site .
site	any property to which we supply (or intend to supply) energy under your contract .
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 .
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 site 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 that you must pay for each unit of energy supplied to a site .
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)**).

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).