



INDUSTRIAL AND COMMERCIAL POWER SUPPLY
AGREEMENT
TERMS AND CONDITIONS



Terms and Conditions

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1. Conditions precedent to the Supply

- 1.1. The obligations of Good Energy under this Agreement and the Supply to each Connection Point is conditional upon:
 - 1.1.1. the Metering Equipment being installed and connected in accordance with the Agreement; and
 - 1.1.2. for each Connection Point, a Service Provider being appointed (either by the Customer or by Good Energy pursuant to Clause 7);
 - 1.1.3. Good Energy being successfully appointed as being responsible for the supply of electricity at the relevant Connection Point.
- 1.2. Good Energy shall be entitled in its sole discretion by notice in writing to the Customer to waive in whole or in part satisfaction of all or any of the conditions set out in Clause 1.1.
- 1.3. The obligation on Good Energy to provide the Supply shall cease in relation to any or all of the Properties or Connection Points if any of the conditions set out in Clause 1.1 are not satisfied or cease to be satisfied in any respect.
- 1.4. The Customer shall indemnify Good Energy in full for any loss, liability, damages, expenses or cost which Good Energy suffers or incurs (including, but not limited to, any loss suffered in connection with the forward purchase of electricity for the purpose of this Agreement) as a consequence of or in connection with, any of the conditions set out in Clause 1.1 not being satisfied on or before the first day of the Fixed Price Period.

2. Term

The Agreement shall come into effect in accordance with the process set out in the Commercial Terms and shall end on the final day of the Supply Period.

3. Supply of electricity

- 3.1. With effect from the Effective Date, Good Energy agrees to Supply each Connection Point and the Customer agrees to pay for such Supply for the Supply Period in accordance with this Agreement.
- 3.2. Ownership of and risk of the electricity supplied under this Agreement passes to the Customer at the Connection Point. Any electrical losses incurred from the Connection Point to the Property shall be borne by the Customer.
- 3.3. Good Energy will take all reasonable steps to ensure that the Local Network Operator limits any variations in the Supply to the tolerances permitted by law but Good Energy does not guarantee that the Supply will be free from variations in voltage or frequency. The Customer must notify Good Energy if an uninterrupted, unreduced, unimpaired or continuous Supply or emergency or stand-by capability is required in respect of any Connection Point. In such circumstances, Good Energy will not Supply any such Connection Point under this Agreement and may enter into a separate agreement for the provision of such Supply.
- 3.4. The Registered Supplier for the Agreement is Good Energy.
- 3.5. Good Energy may agree to fix certain Charges payable under this Agreement for a period of time in order to protect the Customer from fluctuations in cost which the Customer would otherwise be exposed to. Any such agreement will be set out in the Commercial Terms. If any loss, cost or expense is incurred or levied upon Good Energy as a result of or in connection with the Supply which is not explicitly referred to as being fixed in the Commercial Terms, the Customer shall, on

demand, reimburse Good Energy, and hold it harmless in respect of, such loss, cost or expense.

4. Provision of information to Good Energy

- 4.1. The Customer must provide Good Energy with such information as Good Energy may reasonably request from time to time (including but not limited to historic and forecast consumption data).
- 4.2. The Customer must provide Good Energy with not less than 28 days prior written notice of any proposed or likely change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 4.3. The Customer must notify Good Energy of any electricity generating equipment, electricity storage equipment or demand side management equipment installed at any Property from time to time.
- 4.4. Any information that the Customer is required to provide shall be provided to the standard, in the format and at the time required by Good Energy and notified to the Customer from time to time. If the Customer unreasonably fails to provide such information, Good Energy shall be entitled to recover any reasonable additional cost incurred in obtaining the required information from the Customer or the Service Provider.

5. Warranties

- 5.1. By entering into the Agreement the Customer represents, undertakes and warrants that:
 - 5.1.1. it has the legal power and authority to enter into, perform and deliver and has taken all necessary action to authorise the entry into, performance and delivery of the Agreement and the transactions contemplated by it;
 - 5.1.2. all information provided to Good Energy by or on the Customer's behalf and any information that Good Energy has (to the Customer's knowledge) otherwise obtained is true and accurate;
 - 5.1.3. it is party to a Connection Agreement in respect of each Property;
 - 5.1.4. no Property is used wholly or predominantly for domestic purposes; and
 - 5.1.5. each Connection Point is fitted with a meter which is compliant with law.
- 5.2. The warranties set out in Clause 5.1 shall be deemed to be repeated by the Customer on each day of the Supply Period. The Customer must inform Good Energy as soon as is reasonably practicable should any of these warranties become (or be likely to become) untrue, inaccurate or misleading.
- 5.3. By entering into the Agreement, Good Energy represents, undertakes and warrants that it is a voluntary licensed electricity supplier.
- 5.4. All representations (whether expressed or implied by law or custom) are excluded unless set out in the Agreement.
- 5.5. Each Party acknowledges and confirms that in entering into the Agreement it is not relying upon any representation, warranty (whether expressed or implied by law or custom), promise or assurance made or given by the other Party or any other person, whether or not in writing, at any time prior to the execution of the Agreement which is not expressly set out in the Agreement.

6. Connection Agreement

- 6.1. The Customer has entered into a Connection Agreement with the Local Network Operator in respect of each Connection Point. Where there is no pre-existing

Connection Agreement between the Customer and its Local Network Operator in relation to a specific Connection Point, the Customer agrees that by entering into this Agreement it is also entering into the National Terms of Connection with the Customer's. The National Terms of Connection is a legal agreement. It sets out rights and duties in relation to the connection at which the Customer's Local Network Operator delivers electricity to, or accepts electricity from, the Customer. If the Customer wants a copy of the National Terms of Connection or have any questions about it, please use the following contact details:

Address: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF

Phone: 0207 706 5137

Website: www.connectionterms.co.uk.

- 6.2. The Customer will indemnify Good Energy in full for any loss, liability, damages, expenses or cost (including legal costs) which Good Energy suffers or incurs as a consequence of or in connection with, the Customer's failure to have in full force and effect and comply with each Connection Agreement at all times during the Supply Period or all Connection Agreements as may be required by the Local Network Operator from time to time.

7. Appointment of a Service Provider

- 7.1. The Customer shall appoint a Service Provider in respect of each Connection Point and notify Good Energy of the name and address of each Service Provider prior to the Registration Date.
- 7.2. The Customer shall give Good Energy not less than 25 Business Days prior written notice of any change to any Meter or any Service Provider.
- 7.3. If the Customer has not notified Good Energy that it has appointed a Service Provider in respect of each Connection Point prior to the Registration Date in respect of that Connection Point or if Good Energy becomes aware at any time that a Service Provider is not appointed or is not providing an adequate service in respect of a Connection Point, Good Energy may appoint the Service Provider for that Connection Point.
- 7.4. The Customer shall indemnify Good Energy in full against any loss, liability, damages, expenses or cost (including legal costs) which Good Energy suffers or incurs as a consequence of or in connection with Good Energy having entered into, or performed, any agreement with a Service Provider or which is caused by the Meter Operator.

8. Metering - access, adequacy and maintenance

- 8.1. The Customer shall permit Good Energy and its agents, subcontractors or appointees (including any Service Provider) to access the Metering Equipment at any time for the purposes of reading, inspecting, maintaining, repairing, replacing or removing the Metering Equipment or for any other purpose in connection with this Agreement. The Customer shall ensure that such access is safe and reasonable.
- 8.2. The Customer shall be liable for all costs incurred if Good Energy and its agents, subcontractors or appointees (including any Service Provider) is prevented from exercising its rights to access the Metering Equipment in accordance with Clause 8.1.
- 8.3. By entering into this Agreement, Good Energy does not expressly or by implication confirm that the Customer's Metering Equipment is adequate and does not accept

any responsibility for ensuring its adequacy, safety and suitability to receive and utilise the Supply.

- 8.4. For each Connection Point where the Customer has appointed a Meter Operator the Customer shall ensure that the Meter Operator provides an uninterrupted service for the Supply Period. The Customer shall indemnify Good Energy in full against any loss, liability, damages, expenses or cost (including legal costs) which Good Energy suffers or incurs as a consequence of or in connection with the Customer's failure to provide an uninterrupted service.
- 8.5. The Customer shall ensure that all Metering Equipment is maintained in good order. The Customer shall not damage or interfere with the Metering Equipment and shall take all reasonable steps to safeguard it. The Customer shall promptly notify Good Energy of any damage or interference with the Metering Equipment.
- 8.6. If the Customer or a Meter Operator appointed by the Customer fails to maintain the Metering Equipment (whether installed by the Customer, a Meter Operator appointed by the Customer, Good Energy or a Meter Operator appointed by Good Energy) in good order and accurate within the specified tolerances, Good Energy may De-energise the relevant Connection Point until the Metering Equipment has been replaced or restored to good order at the Customer's cost.
- 8.7. Good Energy shall be entitled to install metering or monitoring equipment in addition to any Metering Equipment already at the Property.
- 8.8. The Customer shall procure that any Service Provider appointed by the Customer provides Good Energy with all information reasonably required and makes such notifications or provides such other information to any third party as is required to maintain the Supply and permits Good Energy to charge for electricity supplied to the Customer.
- 8.9. If the Customer asks Good Energy to change or reprogram Metering Equipment, Good Energy shall be entitled to make a reasonable charge to the Customer. Details of these charges will be made available to the Customer on written request.

9. Metering - disputes and tests

- 9.1. Unless the accuracy of the Metering Equipment is disputed by either Party (and such disputes are to be subject to Clause 9) the Metering Equipment will be deemed to be accurate.
- 9.2. If either Party reasonably believes that any Metering Equipment is registering inaccurately, it may require a test of the Metering Equipment by giving the other Party at least 14 days' written notice. The test shall be carried out properly and by a competent person to be determined by Good Energy and in accordance with the Regulations.
- 9.3. If the accuracy of the Metering Equipment is found to be outside the limits of the Margins of Error, the Metering Equipment or any defective part shall be replaced, repaired or recalibrated at the Customer's cost as soon as is reasonably practicable and the Customer shall pay for the test. If the Metering Equipment is found to be operating within the Margins of Error then the costs of such a test will be paid by whichever Party requested it.
- 9.4. The Customer shall pay to Good Energy or Good Energy shall refund to the Customer (as the case may be) in respect of electricity supplied and not registered or incorrectly registered an amount calculated by Good Energy and based, so far as can be reasonably ascertained, on what the Customer would have been charged had the Metering Equipment not been defective. If the Parties fail to agree on the amount due Good Energy may require the dispute to be determined in accordance with Clause 18.

10. Minimum and maximum consumption

If the Supply in respect of any Connection Point breaches the relevant Tolerance Band, the Customer will pay to Good Energy an amount equal to:

- 10.1.1. the Unit Rate increased by the Out of Tolerance Supplement for any Upper Breach Volume; and
- 10.1.2. the Unit Rate multiplied by the Out of Tolerance Supplement, for any Lower Breach Volume.

11. Payment Terms

11.1. The Customer shall pay the Charges applicable during the then current Fixed Price Period for the Supply set out in the Commercial Terms. At the end of each Fixed Price Period the provisions of Clause 11.2 shall apply.

11.2. Prior to the end of each Fixed Price Period, Good Energy may notify the Customer of the length of the next Fixed Price Period and the Charges that will apply during that Fixed Price Period (a **Price Review Notification**). The Customer may then either:

- 11.2.1. terminate this Agreement in accordance with Clause 15.2.1; or
- 11.2.2. accept the revised Charges and Fixed Price Period set out in the Price Review Notification.

If the Customer does not respond to the Price Review Notification prior to the end of the then current Fixed Price Period or if Good Energy remains the Registered Supplier for Connection Point at the end of the relevant Fixed Price Period then the Deemed Charges shall apply.

11.3. Good Energy will send an invoice to the Customer as soon as practicable after the end of each calendar month for amounts owed under this Agreement.

11.4. Each invoice shall include the Charges and any relevant taxes or duty (including but not limited to Value Added Tax) payable from time to time in the United Kingdom, at the prevailing rates, which are properly payable in addition to the Charges and may include any other services provided or costs incurred during the period to which the invoice relates.

11.5. Subject to Clause 11.9, the Customer shall settle any invoice issued by Good Energy under this Agreement within 14 days following the date of the invoice or, where the Customer has a direct debit arrangement, the Customer shall ensure sufficient monies are available for Good Energy to draw upon.

11.6. Good Energy may (without prejudice to Good Energy's other remedies) charge interest on all sums outstanding after the due date on a daily basis at the rate of 3% per annum above the base rate of such high street bank in England as Good Energy may nominate from time to time.

11.7. Payments received from the Customer shall be deemed to be in settlement of invoices and interest charges in the order in which they were due.

11.8. If Metering Data from the Metering Equipment is for whatever reason unavailable Good Energy shall be entitled to submit an estimated invoice and any appropriate adjustment shall be made in the next invoice submitted after the actual Metering Data becomes available.

11.9. If the Customer (acting reasonably) disputes any amount in an invoice raised by Good Energy and the Customer has notified Good Energy in writing of the dispute and the reasons for it no later than five days before the date payment is due, the Customer may pay only the undisputed amount and the Parties shall try to resolve the dispute in accordance with Clause 18.

- 11.10. All payments under the Agreement will be made free from any restriction or condition and without any deduction or withholding (of tax or any other amount), whether by way of set-off or otherwise, unless this is required by law or as provided for in Clause 11.7.
- 11.11. In the event of any change in any levy or tax to which the Supply is subject or the introduction of any new such tax or levy, Good Energy shall be entitled to make an appropriate adjustment to any payment due under the Agreement.

12. Credit searches

From time to time Good Energy may assess the Customer's credit status and monitor and record information relating to the Customer's trade credit performance. This may include (but not be limited to) a search with a credit reference agency. Credit reference agency may:

- 12.1.1. keep a record of any searches; and/or
- 12.1.2. share information with other businesses (including other credit reference agencies, who may share that information with other businesses).

13. Security deposit

- 13.1. Good Energy may at any time during the Supply Period require the Customer to pay a reasonable security deposit.
- 13.2. If a security deposit is required in accordance with Clause 13.1, the Customer shall provide it to Good Energy by the date specified by Good Energy and Clauses 13.3 to 13.6 shall apply.
- 13.3. Any security deposit will be held by Good Energy on trust for the Customer on terms that it may be used to offset overdue payments due from the Customer. Good Energy may deduct from any security deposit any amounts which are due under this Agreement but which have not been paid.
- 13.4. If any deduction is made to any security deposit, Good Energy may request a further security deposit to be paid within five working days of the date upon which the Customer is notified of the deduction.
- 13.5. Good Energy shall pay to the Customer interest on any security deposit on a daily basis at a rate of 0.5% per annum above the base rate of such high street bank in England as Good Energy shall nominate from time to time.
- 13.6. If:
 - 13.6.1. Good Energy terminates this Agreement pursuant to Clause 14;
 - 13.6.2. Good Energy is no longer the Registered Supplier for any and all of the Connection Points; or
 - 13.6.3. the Customer cease to be the owner or occupier of all of the Properties in accordance with Clause 14 and all amounts due to us have been paid in full,

Good Energy shall repay to the Customer the unused balance of the security deposit (after having deducted any amounts which are due under this Agreement but which have not been paid).

14. Adding or removing a Property from this Agreement

- 14.1. The Customer may add a Property or Connection Point to this Agreement by giving not less than 28 days' notice in advance in writing. Good Energy may reject the addition of such Property or Connection Point at any time and for any reason.

- 14.2. The Customer shall give Good Energy not less than 28 days prior written notice if it permanently vacates any Property (or by such earlier time as may be required to enable Good Energy to comply with its obligations under the Regulations). The notice shall contain details of:
 - 14.2.1. the date the Customer intend to vacate the Property;
 - 14.2.2. the Customer's new address;
 - 14.2.3. the name and current address of the landlord to the Property (if applicable); and
 - 14.2.4. the name and current address of the new owner or occupier (as applicable) of the Property.
- 14.3. If the Customer fails to give 28 days prior written notice to Good Energy in accordance with Clause 14.1, the Customer shall continue to be liable for the Charges in respect of the Supply to each Connection Point in question until such notice has been given.
- 14.4. Good Energy has the right to object to another supplier being appointed in respect of a Property if any term of this Agreement has been breached.
- 14.5. Where Good Energy consents to the addition or removal of a Property or Connection Point pursuant to Clauses 14.1 or 14.2, Good Energy and the Customer shall each execute such document as Good Energy may reasonably stipulate in order to document such addition or removal.

15. Termination

- 15.1. The Agreement may be terminated by either Party by giving not less than 30 days' written notice (such notice to expire no earlier than the end of the then applicable Fixed Price Period).
- 15.2. The Agreement may be terminated by the Customer by giving written notice to Good Energy if Good Energy:
 - 15.2.1. issues a Price Review Notification, provided that this Agreement shall not be terminated earlier than the end of the then applicable Fixed Price Period; or
 - 15.2.2. varies the terms of the Agreement (in accordance with Clause 20), provided that such written notice is received by Good Energy not later than the date falling 14 days after the date upon which the Customer is notified of the variation.
- 15.3. Either Party may terminate the Agreement with immediate effect on written notice to the other Party where the other Party:
 - 15.3.1. is in material breach of the Agreement and, where such breach is capable of remedy, the other Party has failed to remedy the breach within a 30 days of being notified thereof; or
 - 15.3.2. becomes subject to an administration order, receivership or liquidation order or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or makes a proposal for voluntary arrangement under Part 1 of that act or is wound up adjudicated bankrupt or makes any comparison or arrangement with or for its creditors.
- 15.4. Good Energy may terminate the Agreement (in respect of only the affected Connection Points or all of them) and/or arrange for the Connection Points (or any of them) to be De-energised on written notice with immediate effect if:

- 15.4.1. the Customer fails to pay an amount properly due and payable to Good Energy under the Agreement;
 - 15.4.2. the Customer fails to pay a security deposit in accordance with Clause 13;
 - 15.4.3. the Customer, in Good Energy's reasonable belief, has made unauthorised use of electricity, tampered with the Metering Equipment for personal gain and/or committed a theft of electricity;
 - 15.4.4. Good Energy ceases to hold the electricity licence or to be a party to any other licence, consent, approval or agreement necessary to allow Good Energy to provide the Supply;
 - 15.4.5. any of the warranties set out in Clause 5 are false, inaccurate or misleading at the time that it was made or repeated;
 - 15.4.6. any of the conditions set out in Clause 0 cease to be satisfied in respect of any Connection Point;
 - 15.4.7. a Force Majeure event subsists for a period of greater than 30 days;
 - 15.4.8. any licence or consent relevant to the Supply expires, is terminated or is revoked and is not replaced;
 - 15.4.9. the Customer sells or otherwise vacates a Property otherwise than in accordance with Clause 14;
 - 15.4.10. if this is required for reasons of system security or to comply with the requirements of any law, Regulation or agreement; or
 - 15.4.11. a Property ceases to be premises to which Good Energy is able to or may supply of electricity.
- 15.5. The requirement for Good Energy to provide notice under Clause 15.4 shall not apply where, in the opinion of Good Energy, such De-energisation is required to prevent damage to property or personal injury.
- 15.6. If the Customer has terminated the Agreement in accordance with Clauses 15.1 to 15.3 (inclusive) but the Customer's subsequent Supplier has not completed its Registration for each Connection Point on the date of termination of the Agreement:
- 15.6.1. this Agreement shall remain in force for any Connection Point for which Good Energy is still the Registered Supplier; and
 - 15.6.2. Good Energy shall be entitled by notice in writing to the Customer to vary with immediate effect all or any of the Charges applicable from the date that termination was due to take effect.

16. Consequences of termination

- 16.1. If the Supply or any part thereof is discontinued at the Customer's request, the Customer shall indemnify Good Energy in full on demand for any costs incurred by Good Energy as a result of such discontinuance and any subsequent resumption of the Supply (including any payments which Good Energy is required to make to any Local Network Operator).
- 16.2. On the date of termination of this Agreement the Customer shall pay Good Energy all sums then due and payable or accrued due under the Agreement. The Customer shall indemnify Good Energy in full on demand in respect of any costs, losses or expenses incurred by Good Energy as a result of such termination or the De-energisation of any Connection Point.
- 16.3. Following termination, Good Energy or any Service Provider appointed by Good Energy shall be given reasonable access to the Property to remove any of Good

Energy's equipment or other property, and the Customer will be responsible for any associated costs.

- 16.4. During a Fixed Price Period if either (1) this Agreement is terminated pursuant to Clauses 15.3 or 15.4 or (2) the Customer vacates a Property, the Customer shall pay to Good Energy:
- 16.4.1. the Early Cancellation Fee;
 - 16.4.2. any costs, expense or loss incurred by Good Energy in connection with any associated agreement with a broker, introducer, consultant, agent or other intermediary;
 - 16.4.3. the cost of cancelling any related energy trade that Good Energy for the electricity that Good Energy could not supply during the remainder of the Fixed Price Period and/or the loss of income that would otherwise have become due for the electricity that Good Energy could not supply during the remainder of the Fixed Price Period; and
 - 16.4.4. any other losses incurred by Good Energy.
- 16.5. Termination of the Agreement shall not affect the rights and liabilities of the Parties subsisting at termination. In addition, the rights and obligations of each Party under Clauses 17, 18, 22 or 23 shall survive such expiry or termination

17. Liability

- 17.1. The maximum liability of either Party to the other Party (whether for breach of contract, in tort or otherwise) under or in connection with this Agreement shall not exceed the lower of:
- 17.1.1. an amount equal to Charges payable in the immediately preceding six months; or
 - 17.1.2. £1,000,000,
- per incident or series of related incidents.
- 17.2. Nothing in this Agreement shall exclude liability for fraud, fraudulent misrepresentation, wilful default or gross negligence, death or personal injury. Each Party shall only be liable to the other for physical damage to property which was reasonably foreseeable, at the time of entry into this Agreement, as a likely result of a breach.
- 17.3. Other than the Customer's obligations to pay any Charges, Value Added Tax or other taxes or duties due under this Agreement, any liability on the part of a Party for any loss of anticipated profits, economic loss, damage to reputation or goodwill, loss of expected future business, damages payable to any third party (including loss resulting from loss or corruption of or damage to any electronically stored data or computer software) is hereby excluded.
- 17.4. Any liability on the part of a Party for any special, indirect or consequential loss is hereby excluded.
- 17.5. Neither Party shall be liable to the other for any breach of the Agreement directly or indirectly caused by Force Majeure.
- 17.6. The limitations and exclusions in this Clause 17 will not apply to any indemnity given in the Agreement.
- 17.7. The Customer acknowledges that Good Energy's obligations and liabilities in respect of the Supply are exhaustively defined in the Agreement. The Customer agrees that

- 17.7.1. the express obligations and warranties made by Good Energy in the Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, explicit or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with the Agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of the electricity supplied under the Agreement; and
- 17.7.2. given the nature of the relationship between the Customer and Good Energy, the complex nature of the services to be provided and the availability of insurance, the exclusions and limitations of liability and warranties as set out in the Agreement are fair and reasonable in all the circumstances.

18. Complaints and dispute resolution

- 18.1. The Customer can find out more about our complaints procedure and how to complain about any service received from Good Energy at www.goodenergy.co.uk/customer-care/help-topics/complaints.
- 18.2. If the Customer has any questions relating to the Supply or this Agreement, please call Good Energy on 0800 254 0000.
- 18.3. Any dispute arising out of or in connection with the Agreement that remains unresolved between the Parties for a period of 30 days may be referred by either Party for consideration by a senior manager or a director of each Party. Any such referral must be a written statement to the other Party setting out the facts relevant to the dispute.
- 18.4. Following receipt of a statement pursuant to Clause 18.1, the Parties shall meet to resolve the dispute in good faith within 15 days.
- 18.5. If the Parties fail to resolve the dispute in accordance with Clauses 18.1 and 18.4 then the Parties may require the dispute to be determined by an expert (who will act as an expert and not an arbitrator) appointed by Good Energy and whose decision will be final and binding and whose costs will be paid as determined by that expert.
- 18.6. Once a dispute is resolved, whether by agreement between the Customer and Good Energy or by an expert appointed pursuant to Clause 18.4, any amount payable by the Customer to Good Energy, or by Good Energy to the Customer shall be paid within three business days together with interest incurred due to the delay in payment from the date the original disputed invoice was due to the date on which payment for the actual amount determined in accordance with this Clause is paid.

19. Entire agreement

- 19.1. The duly executed Commercial Terms together with these Terms and Conditions shall constitute the entire agreement between the Parties in respect of the Supply and supersedes any previous agreement between the Parties with respect to the Supply (whether or not in writing). The Agreement shall take precedence over any inconsistent or conflicting specification or other document supplied by the Customer, or implied by law, trade, custom, practice or course of dealing.
- 19.2. As between the documents that comprise the Agreement, the Commercial Terms shall take precedence over these Terms and Conditions.

20. Variations

Good Energy may vary the Agreement at any time by notifying the Customer in writing of the new terms with not less than 30 days' notice before such changes take effect.

21. Force Majeure

If a Party delays in performing, or is unable to perform, any or all of its obligations under the Agreement due to an event of Force Majeure, that Party shall have no liability for such delay or failure to perform such obligations provided that they do all they reasonably can to remedy such delay or their inability to perform.

22. Confidentiality

22.1. Each Party undertakes during the term of the Agreement and for a period of three years after its termination that it shall keep all Confidential Information confidential and not at any time either indirectly or directly disclose to any person any Confidential Information disclosed to it by the other Party.

22.2. Each Party may disclose the other Party's Confidential Information:

22.2.1. to Representatives, provided that the receiving Party informs the Representatives of the confidential nature of the Confidential Information before it is disclosed and takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 22.1 as though they were a Party to this Agreement. The receiving Party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause; and

22.2.2. as may be required by law, court order or any governmental or regulatory authority or the rules of any stock exchange or listing authority on which the shares of a Party or its Affiliates are listed.

22.3. Good Energy may disclose the Customer's Confidential Information:

22.3.1. to OFGEM and its agents to enable it to monitor developments in the energy market;

22.3.2. which is necessary or desirable under any law or regulation;

22.3.3. to credit reference agencies in accordance with Clause 12;

22.3.4. if Good Energy suspects that the Customer has committed fraud, tampered with the Metering Equipment or diverted the energy supply for personal gain,

22.4. Each Party shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.

22.5. Each Party shall, as soon as reasonably practicable following the written request of the other Party, confirm to the other Party that it has destroyed or permanently erased all Confidential Information disclosed to it by the other Party and all copies of it and that any persons to whom it supplied such Confidential Information or copies of it have destroyed or permanently erased that Confidential Information and any copies of it.

22.6. Nothing in Clause 22.5 shall require a Party to destroy or erase any Confidential Information that the Party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the relevant Party pursuant to this Clause 22.6.

23. Personal data

- 23.1. This Clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations as well as limited companies and other corporate organisations.
- 23.2. For the purposes of the Data Protection Legislation the Data Controller is Good Energy. Good Energy shall hold all Personal Data in accordance with the Data Protection Legislation.
- 23.3. The types of Personal Data that Good Energy may hold about the Customer includes information the Customer has provided to us, or which we have collected from the Customer or a third party including name, address, e-mail address, phone number, credit card, business function, Metering Data, invoice data and other information. Any such Personal Data will be processed to the extent necessary for the legitimate interests of Good Energy and its specified third parties, and as required for the performance of the Agreement and the rights of Good Energy under it.
- 23.4. Personal Data will be used for the purpose of this Agreement and may be used by Good Energy and its Affiliates for the purpose of marketing other products and services which may be of interest to the Customer. Good Energy may share the Personal Data provided by the Customer with selected third parties including:
 - 23.4.1. business partners, suppliers and subcontractors for the performance of any contract we enter into with them or the Customer;
 - 23.4.2. in the event that we sell or buy any business or assets, in which case we may disclose the Customer's Personal Data to the prospective seller or buyer of such business or assets or if Good Energy or substantially all of its assets are acquired by a third party, in which case the Customer's Personal Data held by Good Energy will be one of the transferred assets; and/or
 - 23.4.3. if we are under a duty to disclose or share the Customer's Personal Data in order to comply with any legal obligation, or in order to enforce or apply the Agreement and/or other agreements, or to protect the rights, property, or safety of Good Energy, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- 23.5. Good Energy may record any telephone exchanges it has with the Customer.

24. Waiver

Any waiver by a Party of any breach by the other of the Agreement shall only be effective if given in writing and shall be without prejudice to any other or future breach of the Agreement.

25. Notices

- 25.1. Notices in relation to the Agreement will be sent to the address of each Party specified in the Commercial Terms. The Customer must include the MPAN in respect of each Connection Point covered by this Agreement in any notice served on Good Energy.
- 25.2. Notices shall be deemed received:
 - 25.2.1. if delivered personally, when left at the address referred to above and acknowledged by the receiving Party; or
 - 25.2.2. if sent by post, two business days after the date of posting and acknowledged by the receiving Party.

25.3. Either Party may, by notice to the other Party, change the address at which notices, accounts or other communications under the Agreement are to be given to it.

26. Assignment

The Agreement is personal to the Customer and may not be assigned by the Customer without Good Energy's prior written consent (such consent not to be unreasonably withheld). Good Energy may assign all or part of Good Energy's rights under the Agreement and subcontract any of Good Energy's obligations without the Customer's consent.

27. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of the Parties, from applying to the Agreement to the maximum extent permitted by law. No term of the Agreement is enforceable under The Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to the Agreement.

28. Severability

If any provision of the Agreement is declared to be invalid or unenforceable by any competent authority, such finding shall not affect the validity of the remaining provisions of the Agreement.

29. Governing law and jurisdiction

The Agreement and any disputes arising therefrom which cannot be amicably resolved by the Parties shall be governed by, and construed in accordance with, the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

30. Definitions

30.1. In the Agreement:

Act means the Electricity Act 1989 or any amendments or re-enactments thereof;

Affiliate in relation to either Party any Subsidiary or Holding Company of such Party.

Agreement means has the meaning given in the Commercial Terms;

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Capacity Market Charges means the Capacity Market Charges detailed in the Commercial Terms;

Charges means the amounts that the Customer must pay to Good Energy under the Agreement;

Confidential Information means information of a confidential nature provided by one Party to the other Party;

Connection Agreement means an agreement between the Customer's Local Network Operator(s) and the Customer for connection to the Local Network Operator(s)' electricity distribution system;

Connection Point means the point of delivery of the supply of electricity to a Property from the electricity distribution system of the Local Network Operator;

Customer has the meaning given in the Commercial Terms;

Data Aggregator means the company appointed to summate Metering Data received from the Data Collector(s);

Data Collector means the company appointed to retrieve, validate, and process Metering Data and forward these to the Data Aggregator;

Data Controller means data controller or controller (as applicable) within the meaning of any Data Protection Legislation;

Data Protection Legislation means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679);

De-energise(d) means in relation to any Connection Point any action whereby no electricity can flow through the Connection Point to or from the Property;

Deemed Charges means the Charges set out on Good Energy's website at www.goodenergy.co.uk/business-deemed-charges;

Early Cancellation Fee means the positive difference between:

- (a) the relevant wholesale market forward price on the Fixed Price Start Date multiplied by the aggregate Monthly Estimated Volume in respect of the relevant Properties for the Early Cancellation Period; and
- (b) the relevant wholesale market forward price on the first day of the Early Cancellation Period multiplied by the aggregate Monthly Estimated Volume in respect of the relevant Properties for the Early Cancellation Period.

Early Cancellation Period means the period of time from:

- (a) the earlier of (1) the date that this Agreement is terminated by Good Energy in accordance with Clause 15.3 or 15.4 or (2) the date upon which the Customer vacates a Property in accordance with Clause 14; until
- (b) the end of the Fixed Price End Date;

Effective Date means the date upon which the Supply is commenced under this Agreement;

Fixed Price End Date means the final day of a Fixed Price Period;

Fixed Price Period has the meaning given in the Commercial Terms and any Price Review Notification;

Fixed Price Start Date means the first day of a Fixed Price Period;

Force Majeure means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes failure of that Party to perform their obligations under the Agreement, provided that lack of funds will not be Force Majeure;

Good Energy has the meaning given in the Commercial Terms;

Holding Company has the meaning given in Section 1159 of the Companies Act 2006;

Local Network Operator means the person who operates the local distribution system through which the supply of electricity is delivered at each Connection Point;

Lower Breach Volume means the amount by which the volume of electricity supplied to a Connection Point is below the Lower Tolerance Limit;

Lower Tolerance Limit means the relevant Monthly Estimated Volume reduced by the Tolerance Allowance for that month;

Margins of Error means the permitted margins of error specified in the Regulations;

Meter Operator means the person appointed to operate and maintain the Metering Equipment at each Connection Point;

Metering Data means measurements of the actual or estimated amount of electricity supplied to each Property;

Metering Equipment means the meter and ancillary equipment (including communication equipment where appropriate) used to measure the flow of electricity supplied to each Connection Point;

Monthly Estimated Volume means the monthly estimated volume in respect of each Property set out in the Commercial Terms;

MPAN means an electricity meter point administration number in respect of a Connection Point;

OFGEM means the Office of Gas and Electricity Markets Authority as defined in section 1(1) of the Utilities Act 2000

Out of Tolerance Supplement means the Out of Tolerance Supplement set out in the Commercial Terms;

Party means a party to this Agreement;

Personal Data means personal data within the meaning of any Data Protection Legislation;

Price Review Notification has the meaning given in Clause 11.2;

Property means each property set out in the Commercial Terms;

Registered Supplier means the supplier of electricity to a Connection Point following successful Registration;

Registration means the registration of a Supplier as the supplier of electricity in respect of a Connection Point;

Registration Date means the date that a successful Registration is completed;

Regulations means any applicable law or regulation including the Act, the Utilities Act 2000 and Good Energy's electricity supply licence;

Representative means in relation to each Party, its officers, employees, professional advisors, consultants, contractors, sub-contractors and those of its Affiliates and any other person to whom the other Party agrees in writing that Confidential Information may be disclosed in connection with the Purpose;

Service Provider means the Data Collector, the Data Aggregator or the Meter Operator;

Subsidiary has the meaning given in Section 1159 of the Companies Act 2006;

Supplier means in relation to each Connection Point the person appointed by the Customer to supply electricity to that Connection Point;

Supply means the supply of electricity to a Connection Point;

Supply Period means the period beginning from the start of the Supply until the Agreement is terminated in accordance with Clause 15 of the Terms and Conditions;

Terms and Conditions has the meaning given in the Commercial Terms;

Tolerance Allowance means the tolerance allowance stated in Commercial Terms;

Tolerance Band means the range between the Upper Tolerance Limit and the Lower Tolerance Limit;

Unit Rates means the applicable rate set out in the Commercial Terms payable per kilowatt hour of electricity measured by the Metering Equipment situated at each Connection Point;

Upper Breach Volume means any volume of electricity supplied to a Connection Point which exceeds the Upper Tolerance Limit;

Upper Tolerance Limit means the relevant Monthly Estimated Volume increased by the Tolerance Allowance for that month.

30.2. In the Agreement:

30.2.1. words in the singular shall include the plural and visa versa;

30.2.2. a reference to any gender includes a reference to all other genders;

30.2.3. a reference to a person includes any corporation or an incorporated body of persons;

30.2.4. references to clauses are to the clauses of this Agreement unless stated otherwise;

30.2.5. “includes” or “including” means including without limitation;

30.2.6. any reference to legislation or a statute or statutory provision shall include

(a) any subordinate legislation made from time to time under that legislation or statute or statutory provision respectively; and

(b) a reference to it as it may have been, or may be from time to time, amended, modified or re-enacted.

30.3. The headings and table of contents of this Agreement are for convenience only and shall not affect its interpretation.

30.4. Save where the context requires otherwise, any reference to “days” is to calendar days and “months” is to calendar months, and “daily” and “monthly” shall be construed accordingly.

Appendix - Selectricity Service

1. Application

This Appendix shall apply where the Customer is a recipient of the Selectricity Service.

2. Definitions

Fee Notice has the meaning given in paragraph 5.2 of this Appendix;

Open Utility Terms means Open Utility Limited's terms and conditions as amended from time to time (including but not limited to its acceptable use policy, website cookies policy and website terms and conditions) governing (amongst other things) the Customer's use of the Selectricity Platform and which are available on the Selectricity Platform;

Selectricity Fee has the meaning given in the Commercial Terms;

Selectricity Platform means the online peer-to-peer energy matching platform for renewable electricity, owned and operated by Open Utility Limited (company registration number 08384033), through which customers and generators can match renewable electricity generation and demand;

Selectricity Service means the making available by Good Energy to the Customer of the Selectricity Platform and certain other services;

Selectricity Termination Notice has the meaning given in paragraph 6.1 of this Appendix.

3. Selectricity Service

- 3.1. Good Energy shall make available the Selectricity Service subject to the Customer executing such documents as Good Energy reasonably requires in connection with provision of the Selectricity Service (including any documents as are required by Open Utility Limited in respect of the Selectricity Platform).
- 3.2. The Customer shall comply with and be bound by the Open Utility Terms save to the extent that the Open Utility Terms conflict with any of the provisions of the Agreement.
- 3.3. All data, visualisations and information on the Selectricity Platform is made available to the Customer on a non-reliance basis, with such data, visualisations and information being indicative only and for avoidance of doubt all invoices raised by Good Energy for electricity supplied to the Connection Point pursuant to the Agreement shall be based on Metering Data only.
- 3.4. Notwithstanding any other term of the Agreement and/or the Open Utility Terms, Good Energy shall have no liability to the Customer for any loss, damage, costs and expenses (howsoever arising) suffered or incurred by the Customer in connection with the Selectricity Service and/or use and operation of the Selectricity Platform.

4. Information and data

Good Energy will process and/or share the Customer's Personal Data with Open Utility Limited as required by Good Energy so that it can evaluate any and all matters in relation to the Selectricity Service and the Selectricity Platform.

5. Selectricity Fee

- 5.1. The Customer shall pay to Good Energy the Selectricity Fee.

5.2. Good Energy may at its absolute discretion vary the Selectricity Fee on at least 30 days prior written notice (a "**Fee Notice**") such variation to take effect on the last day of a calendar month.

6. Ending provision of the Selectricity Service

6.1. Either Party may end provision of the Selectricity Service on the last working day of a calendar month by giving at least 30 days prior written notice (a **Selectricity Termination Notice**), provided that in event of such termination the Customer shall be liable to pay Good Energy an amount equal to the Selectricity Fee (plus VAT) applicable for the month of termination.

6.2. Good Energy may end provision of the Selectricity Service immediately on written notice to the Customer where Good Energy believes (acting reasonably) that the Customer has breached the Agreement Terms or the Open Utility Terms.

6.3. Where provision of the Selectricity Service is ended:

6.3.1. the remaining parts of the Agreement shall remain in full force and effect; and

6.3.2. ending of such provision shall be without prejudice to any rights which may have accrued to either Party pursuant to the Agreement.