



BizzEnergy, the online energy company.

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY TO THE HALF HOURLY MARKET VERSION 24

Subject to these Terms and Conditions BizzEnergy Limited of BizzEnergy House, Brook Court, Whittington Road, Worcester WR5 2RX ("BizzEnergy") has agreed to supply electricity to The Customer's Premises identified in the BizzEnergy Contract for the Supply of Electricity.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The terms set out in Part 1 of the Schedule to these Terms and Conditions shall have the meanings given to them in that part for the purposes of these Terms and Conditions.
- 1.2 These Terms and Conditions shall be construed in accordance with Part 2 of the Schedule.

2. CONDITIONS PRECEDENT

The Customer shall ensure that the Conditions Precedent in Clauses 2.1 to 2.8, which are effective from the Agreement Date, are met by the Supply Start Date, and in addition once a particular Condition Precedent has been met, then insofar as it imposes an ongoing obligation, the Customer shall have an absolute obligation to ensure that Condition Precedent is maintained from the date it is first met.

- 2.1 For each supply point on the Premises the Customer being at all times party to a valid and fully enforceable connection agreement with the local network operator in accordance with the National Terms of Connection. The Customer agrees to perform its obligations under the connection agreement and will notify us immediately should any Customer Supply Point be de-energised or disconnected;
- 2.2 The Customer meeting and maintaining, to BizzEnergy's satisfaction, a reasonable level of creditworthiness
- 2.3 BizzEnergy will carry out a credit check at the start of each contract, both on the business and, at our discretion, its Directors and/or proprietors. Should the reference be unsatisfactory security will be required which may be in the form of a deposit, bond or guarantee;
- 2.4 The Customer having notified BizzEnergy of each Supply Number at the Premises;
- 2.5 The Customer having made and continuing to make arrangements for the provision of and payment for Meter Operator Services for each Supply Point. This includes the provision of a suitable meter and also the provision of an appropriate permanent communication link in the case of remote meter reading. All relevant metering and communications equipment as may be necessary for settlements purposes being installed, commissioned, correctly registered to us and operating. The Customer shall take no action to prevent the Meter Operator from performing Meter Operator Services. In addition the Customer shall indemnify BizzEnergy against failure to meet any of the obligations under this Clause 2.5;
- 2.6 The Customer consents to any previous electricity supplier disclosing to BizzEnergy any information relating to the Customer which it has in its possession in respect of Metering Equipment at the Premises to enable BizzEnergy to manage the supply;
- 2.7 The Customer confirms that any information, including industry data flows, used to enable BizzEnergy to become the Registered Supplier cannot be used by any third party for sales and marketing purposes without the express permission of BizzEnergy;
- 2.8 The Customer shall give BizzEnergy all such reasonable assistance as BizzEnergy may require in order to become the Registered Supplier for each Supply Point at the Premises, and further the Customer shall not hinder or take any action which could prevent BizzEnergy becoming the Registered Supplier for each Supply Point at the Premises.

The Conditions Precedent in Clauses 2.9 to 2.12 must be met by BizzEnergy and are effective from the Supply Start Date at which time BizzEnergy shall supply electricity to each Supply Point.

- 2.9 BizzEnergy having at all times a valid and effective licence to supply electricity under section 6(2) of the Electricity Act;
- 2.10 BizzEnergy being a party to valid and enforceable Use of System Agreements for each Supply Point;
- 2.11 BizzEnergy being confirmed as the Registered Supplier for each Supply Point at the Premises;
- 2.12 For each Supply Point the Meter Operator, Data Collector and Data Aggregator each being successfully registered and remaining registered on the appropriate system. The costs for the Data Collector and the Data Aggregator will reflect the system and data collection method used. The agents used will be chosen by BizzEnergy unless the Customer wishes to choose their own. The Customer will be liable for any costs incurred by BizzEnergy if agents chosen by them fail to perform to industry codes.

BizzEnergy may at its discretion from time to time waive any or all of the conditions 2.1 to 2.8 in which case these Terms and Conditions, including without limitation the Customers obligation to pay all Charges, shall apply to the supply of electricity to the Customer's Premises.

3. CHARGES, PRICES AND OTHER PAYMENTS

CHARGES

- 3.1 In consideration for BizzEnergy providing the Customer with the supply of electricity, the Customer will pay BizzEnergy the Charges in accordance with the provisions of Clause 4.

VARIATIONS IN CHARGES AND PRICES

- 3.2 BizzEnergy may, upon written notice, vary their Prices to reflect any decrease or increase in Third Party Charges imposed on it as a result of any change to such Third Party Charges arising subsequent to the Agreement Date.
- 3.3 At any time during the term of the Contract BizzEnergy shall be entitled by notice in writing to the Customer to vary all or any of the Prices if:
- (a) any direction is given under section 34 or section 96 of the Electricity Act, by such amount as may be necessary to enable BizzEnergy to recover from the Customer an equitable proportion of the additional costs incurred by BizzEnergy as a result of such direction; or
 - (b) it is found that any of the information relating to any Supply Point differs from that confirmed on the BizzEnergy quote or Contract; or
 - (c) any of the information provided by the Customer or the Customer's representative which BizzEnergy has relied upon to compute the Prices is inaccurate or changes including agreed supply capacity; or
 - (d) it is found that the Supply Number information is inaccurate; or
 - (e) it is found that the voltage level of supply differs from that used to compute the Prices; and
 - (f) if inaccurate information is provided under 3.3 (b), 3.3 (c), 3.3 (d) or 3.3 (e) the Customer is responsible for all charges arising from that incorrect data and BizzEnergy will, by an equitable amount, re-price from the start date of the Contract and re-invoice accordingly with costs.
- 3.4 If with effect from the Termination Date the Contract has been extended in accordance with Clause 11.2 then all Prices in the Contract will be amended in accordance with Clause 11.2.
- 3.5 If in the opinion of BizzEnergy there has been a material change in its costs of supply, BizzEnergy may at any time by giving the Customer 28 Days prior notice ("Variation Notice"), correspondingly increase the Charges and Prices and nominate their start date ("Variation Effective Date"). If this clause is invoked it will as a result of a major change, for example a change in trading arrangements. If prior to the Variation Effective Date the Customer does not issue a notice to terminate the Contract in accordance with Clause 11.10, the increased Charges and Prices shall apply from the Variation Effective Date. If the Customer does issue a notice to terminate the Contract in accordance with Clause 11.10, the increased Charges will not apply and the then current Charges shall apply until the Termination Date.
- 3.6 The Charges in the Contract are exclusive of Fossil Fuel Levy, VAT, Climate Change Levy, Reactive Power Charges (if any) and any other applicable tax, duty or levy which will be added separately to your account.
- 3.7 BizzEnergy reserves the right to recover, on a pro-rated basis, costs incurred as a result of the mutualisation provision in the Renewables Obligation Order 2005.

OTHER PAYMENTS

- 3.8 If it is discovered that any meter reading has been inaccurate or omitted or the translation of readings into charges has been incorrect the necessary adjustment will be made on the next available monthly invoice.
- 3.9 If requested The Customer shall provide a security deposit, bond or guarantee as BizzEnergy may at their sole discretion reasonably require from time to time.
- 3.10 The Customer will pay to BizzEnergy on demand all reasonable legal and other costs, charges, expenses and other sums when incurred by or on behalf of BizzEnergy in relation to the Contract, including but not limited to all reasonable costs, charges and expenses incurred in connection with any proceedings under the Contract, de-energisation of the Customer or any costs incurred by BizzEnergy arising from the late or non-payment of any amount due.
- 3.11 If there are changes in your Chargeable Availability and/or Reactive Power Charges (if applicable) including temporary penalty charges for exceeding the supply capacity agreed with the local network operator, we reserve the right to amend our invoices accordingly.
- 3.12 If the Customer asks for any service other than that provided as a standard service by the local network operator or cause the network operator to incur costs beyond those which would normally be incurred in carrying out our obligations under this Contract, we reserve the right to charge accordingly.
- 3.13 Any charges incurred as a result of any meter reading visits outside of the normal meter reading cycle, change of measurement class, upgrades or transfer of metering equipment will be chargeable.
- 3.14 BizzEnergy offers a chargeable Project Management Service for registered Customers who require siteworks (e.g. metering changes, new supplies, relocation of points of supply). The work will not be carried out by BizzEnergy whose role is limited to providing a co-ordination/advisory service. We will use reasonable care and diligence based on the information provided to us, but we do not accept liability for the failure of third parties to provide a satisfactory service. In any event, our liability is limited to our chargeable fee.
- 3.15 BizzEnergy offers a chargeable Energy Efficiency Advisory Service for registered customers. The customer will receive a written report with recommendations for the customer to consider and implement entirely at their discretion.
- 3.16 Should the behaviour of the Customer or their agent result in non-compliance with industry settlements standards, any resultant fines will be chargeable to the Customer.
- 3.17 Additional costs may be incurred by BizzEnergy as a result of failed site visits. Should these costs be attributable to the customer they will be passed on at cost.

4. BILLING AND PAYMENT TERMS

- 4.1 As soon as practicable after the end of each Billing Month BizzEnergy shall deliver to The Customer an invoice showing the amount payable by the Customer in relation to the Charges (together with any interest due thereon).
- 4.2 The Due Date for payment in respect of a monthly invoice shall be Seven (7) Days following the date of that monthly invoice.

Payment is to be made by Direct Debit. BizzEnergy will debit the Customer's bank account for the amount due under that invoice on the Due Date; or if the Contract has been terminated and a final invoice issued, BizzEnergy will debit the Customer's bank account for any amount due not earlier than 7 Days after the date of that invoice.

If the Customer fails to pay by Direct Debit at any point during the Contract, then the Charges shall be amended to include a non-contractual daily administration charge until such time as BizzEnergy has collected a due payment by Direct Debit. Details of this administration charge are available to view at www.bizzenergy.com

BizzEnergy reserves the right to allocate payments against invoices at its sole discretion.

- 4.3 If any charge on an invoice is disputed, then the dispute must be raised at least 3 Days before the due date, otherwise the full amount of the invoice is payable on the due date. If an amount is validly disputed, then the undisputed amount remains payable on the due date.
- 4.4 Separate invoices may be issued, in addition to the monthly energy invoice, for other costs incurred under the Contract. Payment shall be made to BizzEnergy within seven (7) Days following the date of that invoice.
- 4.5 Where the Customer fails to pay any invoice issued, BizzEnergy, in addition to any other remedies it may have either under these Terms and Conditions or at law, will exercise its statutory right to claim commercial debt recovery costs and interest on any unpaid amount according to the Late Payment of Commercial Debts (Interest) Act 1998 (Bank Base Rate plus 8% per annum).
- 4.6 If a credit balance arises on the Customer's account the value will be taken into account on the next payment due. Alternatively BizzEnergy will refund the Customer at the Customer's request if:
- (a) the Contract has terminated and all costs arising have been previously invoiced; or
 - (b) the credit balance is in excess of 2 month's supply charges.
- 4.7 Ad-hoc reconciliations with respect to, but not limited to, consumption charges, Chargeable Availability and/or Reactive Power charges may be carried out at any point during, and after the termination of, the Contract, and any invoices relating to such reconciliation shall be payable in accordance with clause 4.2.

5. ACCESS AND EQUIPMENT

- 5.1 The Customer will allow BizzEnergy or any person authorised by BizzEnergy free of charge, safe and unobstructed access to each Supply Point covered by the Contract at all reasonable times for any purpose connected with the Contract provided that, in an emergency, access shall be afforded at any time without notice.
- 5.2 The Customer shall not damage or interfere with or permit any interference with any electrical plant, electric line or Metering Equipment used in connection with the Supply to the Supply Points and the Customer shall notify BizzEnergy immediately where the Customer has reason to believe there has been any such damage or interference.

6. METERING

- 6.1 BizzEnergy will use the Customer's existing registered Meter Operator. If the Customer wishes to change their Meter Operator, the Customer must give BizzEnergy 20 Days notice in writing and may do so only with our prior approval. Any Agency service appointed directly by the Customer is subject to our approval and the Customer is liable for any costs incurred by BizzEnergy as a result of their failure to perform to industry codes.
- 6.2 During such time that accurate data is not available for the Premises for any reason the amount of electricity supplied to the Customer at the Premises under the Contract shall be determined by BizzEnergy by reference to historical data in relation to the Customer and any information available from any other Metering Equipment or metering systems and the resultant charges paid by you, but subject to any adjustment which may be necessary following the receipt of actual data.
- 6.3 Any costs incurred by BizzEnergy due to the failure of the Customer to provide appropriate Half Hourly metering and communications facilities will be passed on to the Customer.

7. ACCURACY OF METERING EQUIPMENT

- 7.1 Unless the accuracy of the Metering Equipment is disputed by notice in writing given by either Party to the other, the Metering Equipment shall be deemed to be accurate and the provisions of Schedule 7 of the Electricity Act relating to examination and testing thereof shall apply unless the Parties agree otherwise.
- 7.2 If, subject to Clause 7.1:
- (a) it is found that the Metering Equipment is operating outside the margins of error;
 - (i) the Metering Equipment shall be recalibrated or replaced and the cost of such tests and recalibration or replacement (if any) shall be paid by the Customer; and
 - (ii) suitable adjustment shall be made to the accounts rendered by BizzEnergy; or
 - (b) it is found that the Metering Equipment is operating inside the margins of error; the cost of such tests shall be paid by the Party which disputed its accuracy.

8. DISPUTE RESOLUTION

- 8.1 In the case of Premises located in England and Wales, the Contract and any disputes arising therefrom which cannot be amicably resolved between the Parties shall be governed and construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts.
- 8.2 In the case of Premises located in Scotland, the Contract and any disputes arising therefrom which cannot be amicably resolved between the Parties shall be governed and construed in accordance with Scots Law and is subject to the exclusive jurisdiction of the Scottish Courts.

9. LIABILITY AND FORCE MAJEURE

- 9.1 The provisions of this section 9 set out the entire liability of BizzEnergy (including any liability for the acts or omissions of its officers, employees, agents and sub-contractors and any member of its corporate group and their officers, employees, agents and sub-contractors) in respect of any breach of this Contract and any representation, statement or tortious act or omission including negligence arising under or in connection with this Contract and/or the services provided pursuant to this Contract.
- 9.2 Nothing in this Contract shall exclude or limit BizzEnergy's liability for death or personal injury caused by BizzEnergy's negligence or for fraudulent misrepresentation or for any liability that cannot legally be limited.
- 9.3 Subject to Clause 9.2 above, BizzEnergy shall not be liable for any economic loss of whatever nature (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise). Without prejudice to the generality of the foregoing, in particular BizzEnergy shall not be liable for loss of revenue, loss of anticipated profits, loss of actual profits (direct or indirect) loss of anticipated savings, loss of business, loss of contracts, loss of goodwill or for any indirect, special or consequential loss or damage howsoever caused or any losses arising as a result of any third party bringing a claim in respect of any matter whatsoever.
- 9.4 Subject to Clauses 9.2 and 9.3, BizzEnergy's total aggregate liability under this Contract shall not exceed twelve times the average monthly payment made by the Customer under this Contract in respect of the Premises at which such loss was incurred or £100,000, whichever is the greater.

- 9.5 The Customer acknowledges the extent of BizzEnergy's exclusion or limitation of liability under this Contract and that the prices charged by BizzEnergy under this Contract are reflective of the fact that BizzEnergy has limited and excluded its liability in this way. The customer agrees that it shall insure against or bear itself any loss for which BizzEnergy has excluded or limited its liability and agrees that BizzEnergy shall have no further liability to the Customer.
- 9.6 Neither party will be liable to the other for any failure in the fulfilment of any of its obligations under the Contract (other than payment obligations) due to any circumstance which is beyond that party's reasonable control. Where a circumstance does occur that is beyond a party's reasonable control that party shall make (and continue to make) reasonable efforts to mitigate the effects of the circumstance or to find appropriate workarounds.
- 9.7 The limits of liability referred to in this Clause 9 shall survive termination of the Contract.

10. FAILURE OR TEMPORARY DISCONTINUANCE OF SUPPLY

- 10.1 The Supply may be discontinued:
- (a) in the event of Force Majeure, or
 - (b) in respect of any particular Supply Point, and any time and for so long as the local network operator disconnects or de-energises that Supply Point under a connection agreement or otherwise; or
 - (c) if at any time and for so long as the conditions set out in Clause 1 cease to be satisfied.
- 10.2 If the Supply or any part thereof is temporarily discontinued at the Customer's request, the Customer shall pay to BizzEnergy on demand any costs incurred by BizzEnergy as a result of such discontinuance and the subsequent resumption of the Supply, where relevant (including, without limitation, any payments which BizzEnergy is required to make to any local network operator and cost incurred by BizzEnergy as a result of having already purchased electricity on the Customer's behalf).

11. DURATION, EXTENSION AND TERMINATION

- 11.1 The Contract will commence on the Agreement Date and, subject to the provisions for earlier termination set out in these terms and conditions, shall terminate on the End Date as defined in the Contract. In the case of Contracts which cover more than one set of premises, the termination provisions can, at the absolute discretion of BizzEnergy, be applied either to the contract as a whole or to the supply to individual premises.
- 11.2 If the supply point(s) are still registered to BizzEnergy after the Termination Date and the Customer has not entered into a new Contract with BizzEnergy, then notwithstanding Clause 11.1 this Contract remains in force until another supplier registers the supply point(s). All electricity taken after the Termination Date will be charged at BizzEnergy's "Out of Contract" rates, unless the Customer is advised to the contrary by BizzEnergy. These are available on request. In addition to "Out of Contract" rates BizzEnergy may also recover any transmission network use of system charges incurred in supplying the Premises. In this event these charges will be passed through at cost.
- 11.3 If the Customer intends to leave the Premises before the Termination Date then the Customer must give BizzEnergy not less than 21 days prior notice of that date ("Premises Vacation Notice"). The Contract will remain in force and the Customer will continue to be liable for all Charges arising under it until the Customer has vacated the Premises and has provided BizzEnergy with full and accurate details of who will be responsible for the supply after the Customer has left. If the required information is not provided (or is inadequate or inaccurate) then the Customer shall remain responsible for the supply until such time as a new owner or occupier becomes responsible for the supply to the Premises. If however, the new owner or occupier is part of the same group or related to the previous occupier, the Contract together with the Terms and Conditions remain in force.
- 11.4 BizzEnergy shall be entitled, by written notice, to suspend the agreed Contract prices and charge "Out of Contract" rates (a "Price Variation Notice") and/or de-energise any Supply Point immediately by written notice if:
- (a) the Customer fails to pay any amount properly due and payable to BizzEnergy under the Contract; or
 - (b) without prejudice to (a) above, the Customer is in breach of any term of the Contract and (if it is capable of remedy) fails to remedy such breach within 14 Days when required to do so by notice in writing from BizzEnergy; or
 - (c) the Customer, in BizzEnergy's reasonable opinion, has made unauthorised use of electricity or committed theft of electricity; or
 - (d) the Customer is unable to pay the Customer's debts or enters into liquidation (or if the Customer is an individual is made bankrupt) or compounds with, or convenes a meeting of the Customer's creditors or has a receiver, manager or administrator appointed or ceases, or threatens to cease, to carry on business. A "Termination Fee" will also be payable in these circumstances in accordance with clause 11.7.
- 11.5 Where the Customer enters into arrangements with another supplier of electricity after the Supply Start Date but prior to the Termination Date in respect of the premises, and the supply of electricity under these arrangements will or might reasonably be expected to commence prior to the Termination date, then the Customer shall be in breach of this Contract and further shall be deemed to have served notice of termination of this Contract upon BizzEnergy upon the date that the Customer entered into the relevant arrangements (a "Customer Deemed Termination"). Furthermore the Customer shall similarly be in breach of this Contract and have served a Customer Deemed Termination if the Customer enters into arrangements with another supplier of electricity, which prevents BizzEnergy becoming the Registered Supplier in accordance with the Contract.
- 11.6 Upon termination of the Contract or de-energisation for whatever reason the Customer shall pay to BizzEnergy all sums then due and payable or accrued due under the Contract and any costs incurred by BizzEnergy as a result of such termination or de-energisation.
- 11.7 Where BizzEnergy has served a Price Variation Notice in accordance with Clause 11.4(d) or if the Customer is deemed to have terminated this Contract in accordance with Clause 11.5, then the Customer shall pay to BizzEnergy termination fees comprising (a) an administration fee of £250 per Premises plus (b) 1.5p per Kilowatt hour calculated by reference to the number of Kilowatt hours of electricity which would otherwise have been delivered during the remainder of the original term of the Contract to the Termination Date (calculated by reference to the annual unit consumption stated on the Contract)(the "Termination Fees"). This charge, together with any sums outstanding at that time, must be paid within 10 Days following the date of either the Price Variation Notice or the Customer Deemed Termination. A final reconciliation invoice will be then be issued after the Contract has been terminated.
- 11.8 Where early termination of the Contract occurs BizzEnergy may, in addition to any other monies due to it, recover any transmission network use of system charges incurred in supplying the Premises. In this event these Charges will be passed through at cost and included in the Customer's final account.
- 11.9 Any provision of the Contract which expressly or by implication is intended to remain in force and effect following termination shall survive termination of the Contract. Without prejudice to the generality of the foregoing, in particular Clauses 3, 4, 5, 8, 9, 10 and 11 (including, without limitation, any clauses, schedules or definitions referred to or used in these clauses) shall survive termination of the Contract.
- 11.10 Where BizzEnergy notifies the Customer of a variation to the Contract by means of a Variation Notice, then the Customer may terminate the Contract by written notice to BizzEnergy to be received by BizzEnergy within 21 days following the issue of the Variation Notice by BizzEnergy (a "Variation Termination Notice"). In this case the Contract shall continue in force for a period of 14 days from the date upon which BizzEnergy received the Variation Termination Notice. If the Customer has not appointed another supplier or that supplier has not become the Registered Supplier for the supply points at the Premises by the end of that 14 day period the terms of Clause 11.2 shall apply mutatis mutandis from the date of the Variation Termination Notice.

11.11 The Customer agrees that BizzEnergy may prevent, by raising an objection, any attempt by another supplier to register the Premises for supply if:

- (a) there is any debt outstanding (including any Termination Fees) on the current, or any previous Contract, with BizzEnergy. In the case of multi-site customers this clause will apply if there is an outstanding debt owed by the group as a whole.
- (b) they have not terminated their BizzEnergy Contract in accordance with BizzEnergy's Terms and Conditions.

Until all sums due have been paid the Contract will remain in force. When all payments due have been made the Customer is free to change supplier. Electricity taken after the end of the fixed price period until the Customer's supply point(s) are registered to another supplier will be charged, at our discretion, at our "Out of Contract" rates. These are available on request.

11.12 When Premises are De-energised the BizzEnergy daily charge and availability charge (where applicable) remain payable until such time as the supply point(s) are permanently disconnected.

12. ENVIRONMENTAL PRODUCTS

12.1 BizzEnergy customers can purchase environmentally friendly electricity by selecting from one of the following 3 options:

12.2 Option 1 – Green Choice. Customers supplied under the Green Choice option will have up to 100% of their electricity demand met through the purchase of matching LEC's (Levy Exemption Certificates) and REGO's (Renewable Guarantees of Origin) from renewable sources.

12.3 Option 2 – Cleaner Choice. Customers supplied under this option will have an agreed proportion of their electricity demand met from approved Combined Heat and Power (CHP) schemes.

12.4 Customers supplied under options 1 and 2 will have their prices, charges and Contract amended as follows:

- (a) The Climate Change Levy ("CCL") will not be charged on each unit of electricity supplied under the option.
- (b) Instead there will be an additional charge for each unit supplied under the option. In the case of Green Choice this is called the "Renewable Energy Benefit" and this is shown as a separate line on your invoice. In the case of Cleaner Choice this is called the "Cleaner Energy Benefit".

12.5 The Renewable or Cleaner Energy Benefit charge enables us to provide the renewable energy supplied under the option chosen. In any one month the charge equates to the otherwise applicable CCL rate for the same month.

12.6 Option 3 – REGO Choice. Options 1 and 2 are designed for customers who pay the full cost of the CCL. Option 3 enables customers who pay CCL at a reduced rate or not at all to also buy certified renewable electricity. Under this option the customer's electricity demand is backed by a REGO, an electronic certificate guaranteeing that the generation is from an approved renewable source. The cost of purchasing REGO Choice green energy is automatically built into your agreed prices. Electricity purchased under this option is liable for the CCL in the normal way.

12.7 Under all of these options the amount of environmental energy supplied in each averaging period shall be in accordance with Paragraph 20 Schedule 6 of the Finance Act 2000 as amended.

12.8 Energy supplied under these options is subject to availability and we reserve the right to stop supplying energy under the option chosen. If this happens you will be given 14 days notice in writing after which you will be supplied from alternative sources. Should that happen you will then pay the CCL on each unit supplied but you will no longer pay the Renewable/Cleaner Energy Benefit (as appropriate).

13. MISCELLANEOUS PROVISIONS

13.1 The Contract is personal to The Customer and may not be assigned by The Customer without BizzEnergy's prior written consent. BizzEnergy may assign all or part of BizzEnergy's rights under the Contract and sub-contract any of BizzEnergy's obligations hereunder without The Customer's consent.

13.2 The Contract and any information referred to herein represent the entire understanding, and constitute the whole agreement, in relation to the subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.

13.3 The Customer acknowledges and confirms that without prejudice to any liability for fraudulent misrepresentation The Customer does not enter into the Contract in reliance on any oral representation, warranty or undertaking not fully reflected in the terms of the Contract or any document referred to in the Contract.

13.4 By entering into the Contract, The Customer consents:

- (a) to the disclosure to BizzEnergy by The Customer's previous electricity supplier of any information it has in relation to the electricity meter(s) installed at the Supply Points or otherwise to enable BizzEnergy to take over the supply of electricity to the Supply Points; and
- (b) to the disclosure to any person of information relating to The Customer's electricity supply to enable them or BizzEnergy to properly perform BizzEnergy's respective obligations under or in relation to the Contract or the supply of electricity to the Supply Point(s).

13.5 No variation of the Terms and Conditions shall be binding unless agreed in writing with the Directors of BizzEnergy.

13.6 Written notice under the Contract shall be given or sent by hand, facsimile transmission, first class mail, or recorded delivery to the receiving Party's address, as the Parties may notify the other in writing. Any notice given by post shall be deemed to have been given 2 Days after it was sent and a notice delivered by hand or by facsimile transmission shall be deemed to be served upon actual delivery or transmission. Either party may also send notices by email. Notices (and other correspondence including invoices) sent by email shall be deemed received two Days after sending unless the sender has received a message by return that their email has failed to be delivered.

13.7 The Customer agrees to use best endeavours to notify BizzEnergy of any significant additions or reductions to normal consumption patterns, for instance holiday periods or significant increases in production e.g. adding an extra working shift. The Customer also agrees to provide ongoing information on future consumption patterns at BizzEnergy's reasonable request.

13.8 If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.

13.9 BizzEnergy operates under the statutory framework of the Electricity Act, any other relevant standard electricity supply industry documents or agreements. BizzEnergy may revise your Terms and Conditions and pass through at cost any additional charges or expenses incurred of a result of changes to these documents. Any such change and its effective date will be notified in writing.

13.10 BizzEnergy reserves the right to vary its Terms and Conditions from time to time. Customers are bound by the current version except for variations agreed in writing. The current version number will appear on the Customer's invoice. Copies may be obtained on request or by viewing the BizzEnergy website www.bizzenergy.com.

13.11 Telephone conversations are recorded for training and quality control purposes.

14. DECLARATION

In entering into the Contract you declare that:

- (a) you accept responsibility for any liabilities arising under the Contract; and
- (b) you are a sole trader, over 18 years old, and agree to be bound by these terms and conditions or you are entering into the Contract on behalf of a sole trader and you have the authority to do so; or
- (c) you are entering into the Contract on behalf of a limited company or other body corporate (including charities) and that you have authority to do so and therefore your business will be bound by these terms and conditions; or
- (d) you are entering into the Contract on behalf of a partnership or unincorporated association (clubs etc), and that you have authority to do so and therefore your business will be bound by these terms and conditions.

SCHEDULE

Part 1

In these Terms and Conditions the following terms bear the following meanings:

Agency Services	means the services of the Meter Operator(s), Data Collector(s) and Data Aggregator.
Agreement Date	means the point at which the Customer accepts, either verbally or in writing, BizzEnergy's offer to supply.
Billing Month	means a period beginning at 00:00 on the first day of a calendar month and ending at 24:00 hours on the last day of the same calendar month, except: <ul style="list-style-type: none"> (a) the first Billing Month which shall commence on the Commencement Date and end at 24:00 hours on the last day of that calendar month; and (b) the last Billing Month which shall end on the Termination Date or such later date where the Contract is extended in accordance with Clauses 11.2 and 11.3.
Charges	means each of the charges set out in the Contract and calculated by reference to the associated Prices, together with any charges relating to remote meter reading, the Fossil Fuel Levy, VAT, the Climate Change Levy, Meter Operator and communication link charges where applicable, any other taxes or levies on energy introduced in the future which will be passed through to the Customer at cost and any other Charges properly due under the Contract.
Chargeable Availability	means the chargeable availability, measured in kVA multiplied by the applicable charge per kVA, as specified by the Local Distributor to BizzEnergy for the purpose of levying its use of system charges.
Climate Change Levy	means the tax referred to in Schedule 6 of the UK Finance Bill 2000.
Contract	means the agreement (either verbally or in writing) between the Customer and BizzEnergy (including, without limitation, the Prices and Charges and Customer information) as provided by the Customer or generated by BizzEnergy at the time of the Parties' entering into the Contract, or amended from time to time in accordance with these terms and conditions.
Data Aggregator	means the person appointed by BizzEnergy to summate metering data received from the Data Collector.
Data Collector	means the person named in the Contract appointed by BizzEnergy to retrieve, validate, and process metering data and forward this to the Data Aggregator.
Day	means calendar day
Electricity Act	means the Electricity Act 1989 or any amendment or re-enactment thereof.
Force Majeure	means any event or circumstance whatsoever which is beyond the control of either party. Lack of funds shall not be regarded as a circumstance beyond either Party's control.
Fossil Fuel Levy	means the Fossil Fuel Levy imposed on licensed suppliers under Section 33 of the Electricity Act and the Fossil Fuel Levy Regulations 1990.

Local Distributor	means the owner of the relevant distribution system (the local network operator).
Metering Equipment	means the energy measuring and communications equipment installed at the premises for settlements purposes under a meter asset provider agreement.
Meter Operator	means the person(s) appointed and accredited to operate and maintain Metering Equipment at each relevant Supply Point;
Meter Operator Services	means the provision, installation and maintenance of the Metering Equipment in accordance with the appropriate Code of Practice for the metering of energy transfers.
Month	means a calendar month.
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 it's conditions. This will happen from the time 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. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 18 Stanhope Place, London W2 2HH: phone 0207 706 5137, or see the website at www.connectionterms.co.uk .
Parties	means the parties to the Contract.
Premises	means the Premises referred to in the Contract.
Prices	means each of the Prices set out in the Contract. The Prices include Settlement Charges, distribution and transmission use of system charges, energy loss charges, Data Collector and Aggregator charges; and exclude all Meter Operator and communications link Charges.
Reactive Power Charge	means the charge, levied by the Local Distributor to BizzEnergy under its Use of System Agreement.
Registered Supplier	means in relation to each Supply Point becoming the registered supplier in accordance with industry codes.
Settlement Charges	means the administrative charges levied by Elexon.
Supply	means the supply of electricity under the Contract.
Supply Number	means the Supply Number allocated by the Local Distributor to any Supply Point.
Supply Point(s)	means the point(s) at the Premises where the flow of electricity is metered.
Supply Start Date	means the later of (i) the date set out as such in the Contract, or (ii) the date upon which the conditions set out in Clause 1 first become satisfied.
Termination Date	means the End Date as defined in the Contract
Third Party Charges	means charges set by third Parties, including but not limited to Settlement Charges, distribution and transmission use of system charges, energy loss charges, Data Collector charges and Data Aggregator charges and charges of a similar nature.
Use of System Agreements	means the agreements for any network rental necessary to supply the premises.

Part 2

- References to clauses or the Schedule are to clauses of and the Schedule to these Terms and Conditions.
- The Schedule forms an integral part of these Terms and Conditions and references to these Terms and Conditions include the Schedule to these Terms and Conditions.
- References to a person include individuals, bodies corporate, unincorporated associations, partnerships, trustees, joint ventures and government departments or agencies.
- References to any statute, statutory provision or subordinate legislation ("Legislation") shall be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates any such Legislation..
- References to "we/us/our" shall be construed as referring to BizzEnergy, and "you/your" shall be construed as referring to the Customer.