



BizzEnergy, the online energy company.

BIZZENERGY LTD DEEMED CONTRACT FOR THE SUPPLY OF ELECTRICITY
VERSION 24

GENERAL

BizzEnergy Limited supplies electricity to customers on the basis of commercially negotiated bilateral contracts.

Under the terms of our supply licence issued by Ofgem we have an obligation to publish our deemed contract.

The deemed contract will apply to any supply point registered to BizzEnergy where a customer has never been offered or been a party to a BizzEnergy bilateral supply contract, for instance a Change of Tenancy or an Erroneous Transfer.

1. DEFINITIONS AND INTERPRETATION

The terms set out in the Schedule to this agreement shall have the meanings given to them in that part for the purposes of this agreement.

2. SUPPLY

We agree to supply electricity to the premises provided that:

- you are the owner or occupier of the premises or acting as the authorised agent of the owner or occupier;
- the premises are currently connected to your local network operator's electricity distribution network; and
- you meet and maintain meeting, to BizzEnergy's satisfaction, a reasonable level of credit worthiness throughout the duration of this agreement.
- You agree to provide BizzEnergy with meter readings at our request.

3. COMMENCEMENT DATE

In the event of a change of tenancy it is the obligation of the customer to advise BizzEnergy of the date at which they began to take supply at the premises and the meter reading at that time. If this information is not made available BizzEnergy will consider:

- The commencement date for an incoming customer is the day after the termination date for the outgoing customer.
- The opening meter reading for an incoming customer is contiguous with the final meter reading for the outgoing customer.

4. PAYMENT AND CHARGES

- In consideration for receiving the supply of electricity at the premises you shall pay us the Charges in accordance with Clause 4.11 together with any costs, expenses losses or penalties incurred by us due to the failure or default of any meter operator, data collection and data aggregation agent appointed by you.
- At the end of each Billing Period we will send you an invoice showing the Charges payable. Payment is due 7 days after the date on your invoice (the "Due Date") by direct debit. Where we fail to collect payment on the Due Date (other than as a result of any omission by BizzEnergy) then we will charge you, and you will be liable for commercial debt recovery costs, and interest on the sum due from the expiry of that Due Date according to the Late Payment of Commercial Debts (Interest) Act 1998 (Bank Base Rate plus 8% per annum).
- BizzEnergy reserves the right to allocate payments against invoices at its sole discretion.
- 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, the undisputed amount remains payable on the Due Date.
- If there are monthly 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 distributor, we reserve the right to amend our invoices accordingly.
- The Charges are exclusive of fossil fuel levy, VAT, climate change levy, reactive power charges and any other applicable tax, duty or levy which will be added separately to your account.
- In emergency situations a direction may be given under Section 34 or Section 96 of the Electricity Act (1989). In that event we shall be entitled to add to the Charges such amounts as may be necessary to enable us to recover from you an equitable proportion of the additional cost incurred by us as a direct consequence of such a direction.
- If you ask for any service other than that provided as a standard service by your local network operator or cause your network operator to incur costs beyond those which would normally be incurred in carrying out our obligations to you, we reserve the right to charge you accordingly.

- BizzEnergy will use reasonable endeavours to offer the customer a bilateral contract for their supply at commercial rates applicable at that time. If the customer does not have a current bilateral contract for their supply they will be supplied under the terms of the deemed contract.
 - If within 28 days of taking supply under the Deemed contract the customer enters into a bilateral contract with BizzEnergy the terms of the bilateral contract will apply retrospectively from the commencement date.
 - When taking supply under the Deemed Contract the customer will be charged at our Deemed Contract rates, available on request.
 - Once the customer is supplied under the Deemed Contract, the charges may, at BizzEnergy's discretion, be revised at any time without notice.
 - In addition to the Deemed Contract rates, BizzEnergy will recover transmission charges at cost for supply point(s) in the half hourly market. The charge varies with the location of the premises and is available from BizzEnergy on request.
 - Customers supplied under Deemed Contract Terms will be offered a bilateral contract. If this is rejected the customer must be registered by their new supplier within 21 days of our offer. If the customer has not transferred within the 21 day period electricity taken after that date will be charged at our "Out of Contract" rates. These are available on request.
 - BizzEnergy terms for customers in the Half Hourly market are exclusive of meter operator and in the case of remote meter reading, communications link charges which are the responsibility of the customer.
 - 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.
 - The customer is liable for any costs incurred by BizzEnergy arising from the late or non-payment of any amount due.
 - Separate invoices may be issued, in addition to the monthly energy invoice, for other costs incurred in supplying your electricity. Payment shall be made to BizzEnergy within seven (7) days following the date of that invoice.
 - 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.
5. SUPPLY AND PROVISION OF AGENCY SERVICES
- BizzEnergy shall from the commencement date until the agreement is terminated and in accordance with the terms of this agreement:
 - supply electricity to each Supply Point; and
 - appoint the data collector and data aggregator for each Supply Point.
 - In the Non Half Hourly market BizzEnergy will appoint the meter operator.
 - In the Half Hourly market the customer will make and continue to make arrangements for the provision of and payment for meter operator services and appropriate permanent communication links for remote meter reading.
6. METERING AND BILLING
- The amount of electricity supplied shall be measured by the metering equipment installed at the premises.
 - If it is discovered that any meter readings have been inaccurate or omitted, or the translation of such readings into Charges has been inaccurate, then the amount of money due from either party shall be paid promptly.
 - Where the meter is not read monthly, or for any reason we have been unable to obtain meter readings, estimated readings shall be used and the resultant charges paid by you, but subject to any adjustment which may be necessary following the receipt of actual readings. If the Customer provides their own meter reading, it will be used to determine consumption on the next available invoice.
 - If the accuracy of meter reading equipment is disputed and tests carried out by a meter examiner in accordance with Schedule 7 of the Act relating to the examination and testing of meters, then:
 - If such tests show the metering errors are within industry standards then the cost of the tests shall be paid by the party disputing the accuracy of the reading; or
 - If the metering equipment is proved to be inaccurate, then you shall pay the costs of the tests (if any) and the costs of replacing or fully repairing the meters (if any). Your bill or statement will then be adjusted accordingly.
 - You shall keep the metering equipment secure and in good working order to correctly measure the supply of electricity to you. If the

metering equipment is not so maintained we may De-energise your supply.

7. ACCESS

Parties will allow BizzEnergy, the local network operator or any person authorised by BizzEnergy free of charge, safe and unobstructed access to the premises and metering equipment covered by this Agreement at all reasonable times for any purpose connected with this Agreement, including without limitation the installation, maintenance, testing, removal or reading, replacement, disconnection or De-energisation any assets or metering equipment provided that in an emergency access shall be afforded at any time without notice.

8. TERMINATION AND DE-ENERGISATION

8.1. We shall be entitled to De-energise the supply of electricity to the premises and/or end this agreement immediately upon written notice if you do not pay monies due to BizzEnergy or any security deposit we have asked for.

8.2. We shall be entitled to immediately De-energise the supply of electricity to the premises if:

- a) we are required to cut off your supply under any of the electricity industry arrangements under which we operate; or
- b) there is a risk of danger to the public if we continue to supply you with electricity; or
- c) the customer, in the reasonable belief of BizzEnergy, has made unauthorised use of electricity or committed theft of electricity.

8.3. Your supply may be De-energised at any time by your network operator in accordance with your connection agreement or by us if we would breach regulations if we did not De-energise or for any other circumstances beyond our reasonable control.

8.4. We shall be entitled to end this Agreement immediately upon written notice if:

- a) the Gas and Electricity Markets Authority directs another supplier to supply the premises;
- b) we are no longer licensed to supply electricity.

8.5 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 4, 8 and 11 (including, without limitation, any clauses, schedules or definitions referred to or used in those clauses) shall survive termination of the Contract.

9. NATIONAL TERMS OF CONNECTION

We are 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 its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. 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.

10. SECURITY DEPOSITS

You may be required to provide reasonable security for the payment of Charges for electricity supplied under this agreement. Such security may be in the form of a deposit which must BizzEnergy paid within 7 days of our request. Payments for electricity supplied remain due in accordance with this agreement regardless of the provision of a security. If the security is not given this supply agreement may be ended and the supply of electricity under it discontinued to your premises.

11. LIABILITY

11.1. The provisions of this section 11 set out our entire liability (including any liability for the acts or omissions of our officers, employees, agents and sub-contractors and any member of our corporate group and their officers, employees, agents and sub-contractors) in respect of 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.

11.2. Nothing in this Contract shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or for any liability that cannot legally be limited.

11.3. Subject to clause 11.2 above, we 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 we 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.

11.4. Subject to Clauses 11.2 and 11.3, our total aggregate liability under this Contract shall not exceed £100,000.

11.5. By taking a supply from us you acknowledge the extent of our exclusion or limitation of liability under this Contract and that the prices charged by us under this Contract are reflective of the fact that we have limited and excluded our liability in this way. It is your responsibility to insure against or bear yourself any loss for which we have excluded or limited our liability. It is your responsibility to insure against or bear yourself any loss for which we have excluded or limited

our liability. Regardless of whether you procure insurance or are unable to bear losses yourself, we shall have no further liability to you.

11.6. 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 find appropriate workarounds.

11.7. The limits of liability referred to in this clause 11 shall survive termination of the Contract.

12. OTHER TERMS AND CONDITIONS

12.1. We may transfer all or part of this agreement to another licensed electricity supplier. Any such transfer would be publicised.

12.2. Your rights and duties under this agreement are personal to you and you are not entitled to transfer the obligations or burden of it to another person without our written consent.

12.3. By providing a supply of electricity we accept no responsibility for the adequacy, safety or any other characteristic of your installation.

12.4. We can transfer information we have about you to other companies for the purposes of your electricity supply and the performance of this agreement only.

12.5. This agreement constitutes the entire agreement between both parties. No variation of the Terms and Conditions shall be binding unless agreed in writing with the Directors or BizzEnergy.

12.6. Written notice under the Deemed Contract shall be given or sent by hand, facsimile transmission, first class mail, or recorded delivery to the receiving Party's address or such other 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.

12.7. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not effect the other provisions of this Agreement which shall remain in full force and effect.

12.8. 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 as a result of changes to these documents. Any such change and its effective date will be notified in writing.

12.9. These Terms and Conditions are governed by English Law or Scots Law, according to the location of the premises.

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

SCHEDULE

Definitions

"**Act**" means the Electricity Act 1989 or any subsequent amendment or re-enactment.

"**Charges**" means the charges set out in Clauses 4.11 and 4.13 and any other charges properly due for supplying electricity under these Terms and Conditions.

"**Chargeable Availability**" means the chargeable capacity, measured in kVA, as specified by the local distributor to BizzEnergy for the purpose of levying its Use of System charge.

"**Customer**" means the person(s) to whom the supply of electricity is made available through a supply point registered to BizzEnergy. Typically this is the occupier, the owner of the premises or person(s) acting on their behalf.

"**Billing Period**" means a period of approximately one calendar month.

"**De-energise**" means the temporary removal of supply irrespective of the method used, e.g. removal of fuse at the connection point.

"**Disconnection**" means the permanent separation of the supply point from the distribution system.

"**Due Date**" has the meaning given to that term in clause 4.2.

"**Reactive Power Charge**" means the charge levied on BizzEnergy by the local distributor under its Use of System agreement.

"**Supply Point**" means the point at the premises where the flow of electricity is metered.