



BizzEnergy, the online energy company.

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

These Terms and Conditions relate to the Contract between BizzEnergy Limited of BizzEnergy House, Brook Court, Whittington Road, Worcester WR5 2RX ("we/us/our") and the Customer ("you/your") for the supply of electricity to the Premises.

1 DEFINITIONS AND INTERPRETATION

The terms set out in 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.

2 SUPPLY

2.1 We agree to supply electricity at the Premises from the Supply Start Date:

2.1.1 on your assurance that:

- a) you are the owner or occupier of the Premises or acting as the authorised agent of the owner or occupier (or will be on the Supply Start Date) and
- b) the Premises are currently connected to your local network operator's electricity distribution network;

2.1.2 and provided that:

- a) you meet and maintain, to our satisfaction, a reasonable level of credit worthiness throughout the duration of the Contract;
- b) you agree to perform your obligations under the National Terms of Connection and will notify us immediately should any Supply Point be de-energised or disconnected;
- c) you consent 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 take over the supply;
- d) you agree that we may prevent, by raising an objection, any attempt by another supplier to register the site for supply during the contract term without prejudice to clause 7.8; and
- e) you agree to provide us promptly with meter readings at our request.
- f) you confirm that any information, including industry data flows, used to facilitate the registration process cannot be used by any third party for sales and marketing purposes without our written permission.
- g) you give us all such reasonable assistance as we require to become the registered supplier for each Supply Point(s) and take no action to prevent this happening.
- h) where any of the conditions under this clause impose an ongoing obligation you shall have an absolute obligation to ensure that condition is maintained from the date it is first met.

3 AGREEMENT AND SUPPLY START DATES

3.1 These Terms and Conditions are effective from the Agreement Date.

3.2 The Supply Start Date is conditional upon:

- a) BizzEnergy being confirmed as the Registered Supplier for each Supply Point at the Premises.
- b) meter operator, data collection, data aggregation and radio teleswitch service access provider services (if applicable) being in place; and
- c) all relevant Metering Equipment as may be necessary for settlements purposes being installed, commissioned, correctly registered to us and operating.

3.3 We shall appoint a meter operator, data collector, data aggregator and radio teleswitch access service provider on your behalf unless you want to choose your own.

4 PAYMENT AND CHARGES

4.1 In consideration for receiving the supply of electricity at the Premises you shall pay us the Charges in accordance with the Contract together with any costs, expenses, losses or penalties incurred by us due to the failure or default of any meter operator, data collection or data aggregation agent chosen by you.

4.2 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) in addition to any sums due under clause 4.5.

4.3 We reserve the right to allocate payments against invoices at our sole discretion.

4.4 If any charge on an invoice is disputed, then the dispute must be raised at least 3 business 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.

4.5 The method of payment under the Contract is direct debit. If you fail to pay by this payment method at any point during the Contract, then the Charges shall be amended to include a non-contractual daily administration charge until such time as we have collected a due payment by Direct Debit. Details of this administration charge are available to view at www.bizzenergy.com

4.6 The Charges in the Contract are exclusive of Fossil Fuel Levy, VAT, Climate Change Levy, Reactive Power Charges (if any), Renewable Energy Benefit, Cleaner Energy Benefit and any other applicable tax, duty or levy which will be added separately to your account. 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 your local network operator, we reserve the right to amend our invoices accordingly.

4.7 We may, upon written notice, vary the prices to reflect any changes in the cost to supply you, specifically but not limited to distribution Use of System Charges, transmission Use of System Charges, meter operator, data collector and data aggregator Charges, arising subsequent to the Agreement Date.

4.8 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.

4.9 Our offer is based upon the information provided by you or your representative. Of particular importance are the supply number(s), the voltage level of supply and your anticipated consumption as confirmed on the BizzEnergy quote or Contract. If this or any other information used to determine the Prices is found to be inaccurate or changes during the course of the Contract, then you are responsible for all charges arising from that incorrect data. In this event we will, by an equitable amount, re-price from the start date of the Contract and re-invoice accordingly.

4.10 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.

4.11 Ad-hoc reconciliations with respect of, but not limited to, consumption charges, Chargeable Availability and/or Reactive Power charges (if applicable) 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.

4.12 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.

4.13 You are liable for any costs incurred by BizzEnergy arising from the late or non-payment of any amount due.

4.14 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.

4.15 We reserve the right to recover, on a pro-rated basis, costs incurred as a result of the mutualisation provision in the Renewables Obligation Order 2005.

4.16 We offer 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.

4.17 We offer a chargeable Energy Efficiency Advisory Service for registered Customers, recommendations from which you may implement entirely at your discretion.

4.18 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.

- 4.19 Additional costs may be incurred by us as a result of failed site visits. Should these costs be attributable to the Customer they will be passed on at cost.
- 4.20 If a credit balance arises on your 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:
- the Contract has terminated and all costs arising have been previously invoiced; or
 - the credit balance is in excess of 2 month's supply.

5 METERING

- 5.1 The amount of electricity supplied shall be measured by the metering equipment installed at the Premises. If you wish to change any appointed Agents, you must give us 20 Days notice in writing.
- 5.2 Where the meter(s) are 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 you provide your own meter reading, we will use it in the calculation of the next available invoice subject to industry validation rules.
- 5.3 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.
- 5.4 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.
- 5.5 If your meter needs to be changed or modified (before or after we are responsible for supply) because it cannot correctly meter the contracted tariff, you are liable for any resultant charges.
- 5.6 If your maximum demand exceeds the 100kW threshold, you must install and pay for appropriate half hourly metering and communications link, in accordance with industry regulations. You must also indemnify BizzEnergy against any costs arising from your failure to do so. Once half hourly metering is installed you will be re-quoted and supplied under BizzEnergy's Half Hourly Terms and Conditions.

6 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 the Contract at all reasonable times for any purpose connected with the Contract, including without limitation the installation, maintenance, testing, removal or reading, replacement, disconnection or De-Energisation of any assets or metering equipment provided that, in an emergency, access shall be afforded at any time without notice.

7 TERMINATION AND CONTRACT RENEWAL

- 7.1 You must give 60 Days written notice (a "Non-Renewal Notice") of termination before the end of any fixed price period. (If you exercise this option it does not preclude you or us from entering into a new Contract to take effect from the end of the fixed price period). If you do not the Contract is automatically extended for a further 12 months. For the avoidance of doubt the Contract may be renewed in this way more than once. In the case of Contracts which cover more than one set of premises, the termination provisions contained in these terms and conditions can, at our absolute discretion, be applied either to the Contract as a whole or to the supply to individual premises.
- 7.2 We may offer you a new contract (a "Renewal Notice") at any time to come into effect at the end of any fixed price period or at any time thereafter. The Renewal Notice will automatically come into effect unless you give written notice of termination (a "Non-Renewal Notice") within 7 Days of the date of the Renewal Notice (unless you have already sent us a Non-Renewal Notice, in accordance with clause 7.1).
- 7.3 If you have provided a Non-Renewal Notice in accordance with Clauses 7.1 or 7.2 you must change to your new supplier at the end of the fixed price period or within 21 days of the date of the Renewal Notice (the "Termination Date"), whichever is later. If by that date you have not been registered by your new supplier, then notwithstanding Clauses 7.1 and 7.2 this Contract remains in force until your new supplier registers the Supply Point(s). All electricity taken after the Termination Date will be charged at our "Out of Contract" rates unless we advise you to the contrary. These are available on request.
- 7.4 If you intend to leave the Premises before the Termination Date then you must give BizzEnergy not less than 21 days prior notice of that date ("Premises Vacation Notice"). The Contract will remain in force and you will continue to be liable for all Charges arising under it until you are no longer responsible for the electricity supply at the Premises, you have provided BizzEnergy with full and accurate details of who will be responsible for the supply after you have left and your final meter reading when you vacate the Premises. If the required information is not provided (or is inadequate or inaccurate) then you shall remain responsible for the supply until such time as a new owner or occupier becomes responsible for the supply to the Premises or the next actual meter reading is taken. If, however, the new owner or occupier is part of the same group or related to the previous occupier, the Contract together with our terms and conditions remains in force.

7.5 We 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 after written notice to you if:

- you fail to pay any amount properly due and payable to us under the Contract (including the provision of a security deposit if one has been requested); or
- without prejudice to (a) above, you are in breach of any term of the Contract and (if it is capable of remedy) fail to remedy such breach within 14 Days when required to do so by notice in writing from us; or
- you have, in our reasonable opinion, made unauthorised use of electricity or committed theft of electricity; or
- you are unable to pay your debts or you enter into liquidation (or if you are an individual you are made bankrupt) or you compound with, or convene a meeting of your creditors or you have a receiver, manager or administrator appointed or you cease, or threaten to cease, to carry on business. A "Termination Fee" will also be payable in these circumstances in accordance with clause 7.8.

7.6 Where you enter into arrangements with another supplier of electricity after the Supply Start 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 you shall be in breach of this Contract and further shall be deemed to have served notice of termination of this Contract upon us on the date that you entered into the relevant arrangements (a "Customer Deemed Termination"). Similarly you will have served a "Customer Deemed Termination" on us if you enter into arrangements with another supplier which prevent us from becoming the Registered Supplier in accordance with the Contract.

7.7 Upon termination of the Contract or De-Energisation for whatever reason you shall pay us all sums then due and payable or accrued due under the Contract and any costs incurred by us as a result of such termination or De-Energisation.

7.8 Where we have served a Price Variation Notice in accordance with Clause 7.5(d) or if you are deemed to have terminated this Contract in accordance with Clause 7.6, then you shall pay us 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 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. This charge reflects the impact on BizzEnergy resulting from the non-fulfilment of the Contract.

7.9 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 4, 7, and 10 (including, without limitation, any clauses, schedules or definitions referred to or used in those clauses) shall survive termination of the Contract.

7.10 You agree that we may prevent, by raising an objection, any attempt by another supplier to register the Premises for supply if:

- there is any debt outstanding (including any Termination Fees) on the current, or any previous Contract, with us. In the case of multi-site customers this clause will apply to individual sites if there is an outstanding debt owed by the group as a whole.
- you have not terminated your Contract in accordance with these Terms and Conditions.

Until all sums due have been paid the Contract will remain in force. When all payments due have been made you are free to change supplier. Electricity taken after the end of the fixed price period until your 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.

7.11 We shall be entitled to immediately De-Energise the supply of electricity to the Premises if:

- we are required to cut off your supply under any of the electricity industry arrangements under which we operate: or
- there is a risk of danger to the public if we continue to supply you with electricity.

7.12 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.

7.13 We shall be entitled to end the Contract immediately upon written notice if:

- the Gas and Electricity Markets Authority directs another supplier to supply the Premises: or
- we are no longer licensed to supply electricity.

7.14 When Premises are De-Energised our daily charge and availability charge (where applicable) remain payable until such time as the Supply Point(s) are permanently disconnected.

8 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 it's 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.

9 SECURITY DEPOSITS

You may be required to provide reasonable security for the payment of Charges for electricity supplied under the Contract. Such security may be in the form of a deposit. We may carry out a credit check at the start of each Contract, both on the business and, at our discretion, its Directors and/or proprietors. If the reference or the on-going conduct of the account is unsatisfactory security will be required. Payments for electricity supplied remain due in accordance with the Contract regardless of the provision of a security. If the security is not given the Contract may be ended and the supply of electricity under it discontinued to your premises.

10 LIABILITY

- 10.1 The provisions of this section 10 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 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.
- 10.2 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.
- 10.3 Subject to Clause 10.2 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.
- 10.4 Subject to Clauses 10.2 and 10.3, our total aggregate liability under this Contract shall not exceed twelve times the average monthly payment made by you under this Contract in respect of the Premises at which such loss was incurred or £100,000, whichever is the greater.
- 10.5 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. You agree that you shall insure against or bear yourself any loss for which we have excluded or limited our liability and you agree that we shall have no further liability to you.
- 10.6 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.
- 10.7 The limits of liability referred to in this Clause 10 shall survive termination of the Contract

11 OTHER TERMS AND CONDITIONS

- 11.1 We may transfer all or part of the Contract to another licensed electricity supplier. Any such transfer would be publicised.
- 11.2 Your rights and duties under the Contract are personal to you and you are not entitled to transfer the obligations or burden of it to another person without our written consent.
- 11.3 By providing a supply of electricity we accept no responsibility for the adequacy, safety or any other characteristic of your installation.
- 11.4 Both parties shall take all reasonable steps except when otherwise required by law to keep confidential the contents of the Contract and any information concerning the other party's business which that party may, by written notice, designate as confidential at the time of disclosure or a reasonable time thereafter.
- 11.5 We can transfer information we have about you to other companies for the purposes of your electricity supply and the performance of the Contract only.
- 11.6 The Contract and these Terms and Conditions, together with any Special Terms, (and except in the case of fraudulent misrepresentation) constitute the entire agreement between both parties.
- 11.7 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 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.
- 11.8 If any provision of these Terms and Conditions 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.

- 11.9 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.
- 11.10 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.
- 11.11 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 Courts of Scotland.
- 11.12 Telephone conversations are recorded for training and quality control purposes.
- 11.13 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 your invoice. Copies may be obtained on request or by viewing the BizzEnergy website www.bizzenergy.com.
- 11.14 No customer specific variation to our Terms and Conditions shall be binding unless agreed in writing with the Directors of BizzEnergy.

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:
- The Climate Change Levy ("CCL") will not be charged on each unit of electricity supplied under the option.
 - 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 do not pay it 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. DECLARATION

In entering into the Contract you declare that

- you accept responsibility for any liabilities arising under the contract and
- 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
- 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
- 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

Definitions

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

"**Agreement Date**" means the date at which the Customer accepts, either verbally or in writing, BizzEnergy's offer to supply.

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

"**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.

"**Charges**" means each of the charges set out in the Contract and calculated by reference to the associated Prices and any other Charges properly due under the Contract.

"**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.

"**Day**" means calendar day.

"**De-Energise**" means discontinuing the supply of electricity to the Supply Point.

"**Metering Equipment**" means the energy measuring equipment installed at the premises for settlements purposes under a meter asset provider agreement.

"**National Terms of Connection**" has the meaning given to it in Clause 8.

"**Parties**" means the parties to the Contract.

"**Prices**" means the prices set out in the Contract.

"**Premises**" means the premises stated in the Contract.

"**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.

"**Special Terms**" means any other terms and conditions concerning the Contract which have been notified to you by us at the time of signature.

"**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 proposed supply start date set out in the Contract, or (ii) the date upon which the conditions set out in Clauses 2 and 3 first become satisfied.

"**Use of System Agreements**" means the agreements for any network rental necessary to supply the premises.