**Terms & Conditions**

**1. The Contract**

1.1. We agree to supply electricity to each Property / meter points in accordance with the terms and conditions of the Contract.

1.2. The rates You receive from us are applicable to an acceptable credit rating.

1.3 The contract assumes that the information given by, or on behalf of, the customer to Voltx Power Limited, as summarised as stated in contract document. document is correct.

1.4 Voltx Power Limited reserves the right to vary the contract should any information prove to be incorrect or subsequently changed.

1.5 Consumption will be as metered, and the charges relate to each metering point. The process of matching the data provided to the contract period may cause a difference between supplied data & the Estimated Consumption as stated in contract document.

1.6 Unless the context otherwise requires, words beginning with a capital letter shall have the meaning set out in, and the Contract will generally be interpreted in accordance with, Clause 20.

1.7 It is important to carefully read and understand the terms and conditions provided to ensure that both parties are fully aware of their obligations and responsibilities. In case of any inconsistencies with other documents, these Terms and Conditions will take precedence over any other document, including your contract, unless otherwise agreed upon with you. It is recommended that you review and clarify any specific agreements or exceptions with the relevant parties involved.

1.8 You confirm and hereby warrant and represent to Voltx Power Limited that:

(i) You have the authority to enter into this agreement to purchase the utilities for consumption at the premises;

(ii) Any representative or agent acting on your behalf has this authority;

(iii) Your utilities consumption is for commercial and not domestic purposes;

(iv) You are the owner or legal occupier of the premises;

(v) If you are a sole trader, you confirm that you are aged 18 or over.

(vi) You are not in breach of any contract with a third party for the supply of gas or electricity (as applicable); and

(vii) If you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable for your obligations under this agreement.

Where you have not entered into an agreement with us as described in clause 18, Voltx Power Limited will begin treating you as though you have accepted an offer with Voltx Power Limited when you either: (i) moved into a premises supplied by us; (ii) became responsible for a premises supplied by us; or (iii) are a landlord of a premises supplied by us and your tenant moves out. Voltx Power Limited will supply you under the agreement as if you had entered into it and the terms set out in clause 15 of the Deemed Contract will apply in addition to all other provisions.

1.9 Your rights and responsibilities under this Agreement are personal to the business and you are not entitled to transfer any part of the obligations or rights arising under your Agreement with us to any third party without our prior written permission.

1.10 The terms and conditions of this Agreement along with the pricing information, the Contract and its annexes or schedules, and any other documents referred to in these terms and conditions constitutes the entire agreement between you and us. You hereby acknowledge that you have not relied on any representation, statement, promise, assurance, or guarantee outside this Agreement.

**2. Before the Supply Begins**

2.1 Our obligation to supply electricity under the Contract is conditional on:

2.1.1 the relevant Property being connected to the Network Operator’s system;

2.1.2 the correct metering being installed at the relevant Property in accordance with the Industry Rules;

2.1.3 Our being Registered in respect of the relevant Property;

2.1.4 You agree that Your current electricity supplier to each Property has no reason to object to You transferring Your supply to Us. You agree to pay to Us any charges You owe Your current supplier that are transferred to Us together with any of our costs incurred by US if we are unable to register your Property. You agree that we may obtain from Your current supplier (or other relevant industry parties) any information we reasonably require for the purposes of the Contract.

**3. Your Contract Date**

3.1 Your Supply will go live on the Date as mentioned on our contract unless we receive an objection to your supply from your previous supplier.

3.2 If we receive an objection from your previous supplier which results in a delay to the go live date of our contract which exceeds 30 days or 3 objections, your Quote and this contract will not be valid and you will be offered new Quote.

3.3 If your contract starts later than the original start date, as a result of such an Objection or for any other reason, your contract End date will be moved to the later date unless otherwise agreed in writing by both the parties. Your Supply start date and end date will be reflected on your monthly invoice and also on our customer portal.

**4. Supply of Electricity**

4.1 We will supply electricity to the Connection Point at each Property from the Supply Date Time until the End Date.

4.2 For each Property, You:

(a) Confirm that the Property is not used wholly or mainly for domestic purposes and is not subject to a ‘Green Deal’ arrangements (please contact Us if You are unclear what this means);

(b) Will ensure that the supply of electricity at each Connection Point does not exceed the Maximum Capacity;

(c) Will provide all information and assistance required by Us to enable Us to Register the Property, and will not take any action that will (or is likely to) prevent Us from Registering the Property;

(d) Confirm that, if You are party to a Supply Contract with another supplier, such contract will have come to an end by the Intended Supply Start Date;

(e) Confirm you will not enter into any contract before your contract with us ends.

4.3 Your Network Operator is responsible for maintaining the Network and the connection of the premises to the Network. The performance of the utilities supplied to you are managed by your Network Operator and not Voltx Power Limited. Upon request, Voltx Power Limited will provide your Network Operator’s contact details.

4.4 Voltx Power Limited are acting as an agent of your electricity supply Network Operator to make an agreement with you. That agreement is the National Terms of Connection (NTC) which apply between you and your Network Operator. By entering into this agreement, you accept and agree to the terms and conditions of the NTC agreement, which affects your legal rights. The NTC agreement sets out rights and obligations in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or address. If you would like a copy of the NTC agreement or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 7065 137, or see the website at [www.connectionterms.org.uk](http://www.connectionterms.org.uk).

**5. Cutting your supply**

5.1 We may arrange for the Connection Point to be cut off or disconnected at any time where:

(a) You are in breach of the Contract (including where You fail to pay any Charges or to provide Credit Support in accordance with the Contract);

(b) We reasonably believe that metering equipment has been damaged or interfered with; and/or

(c)We are obliged to disconnect the Property under law, regulation, our Supply Licence of any Industry Code

(d) You become an Unsuitable Counterparty

(e) We reasonably believe that the Energy intended to be supplied to you is being stolen or redirected

5.2 If the Connection Point is cut or disconnected under Clause 5.1, You must pay to Us an amount equal to the reasonable costs incurred in cutting-off the supply, plus the reasonable costs incurred in re-establishing such supply (or Our reasonable estimate of the costs that will be incurred in doing so)

5.3. Pay any associated costs relating to the disconnection such as fees involved in getting a warrant to enter your site to disconnect it or any costs associated with our chasing payment of any Charges owed to us under your Agreement with us

5.4 According to the terms and conditions mentioned, the energy will be supplied to you by the relevant Network Operator, who will deliver it to each Connection Point on behalf of the energy provider. The Network Operator is responsible for maintaining the network and the connection of each property to the network. In certain circumstances, the Network Operator may disconnect the supply of energy if it is within their legal rights to do so.

**6. Charges**

6.1 For supply during the Fixed Price Period, the Charges are made up of the Energy Rates and any other amounts stated in the Contract to be payable by You. For supply outside the Fixed Price Period, the Charges are made up of the Deemed Supply Rates and any other amounts stated in the Contract to be payable by You.

6.2 If due to circumstances beyond our control, the cost of supplying any Connection Point becomes greater than the agreed selling prices stated in the Contract, We reserve the right to pass through any increases via the Charges at any time by given you 30 days’ notice.

6.3 We may use Estimated Annual Consumption (EAC) data from Electralink or other industry sources to assess your expected electricity usage. If your actual consumption is more than 20% higher or lower than the estimate used to set your prices, we may need to adjust our energy purchasing accordingly. In such cases, we reserve the right to revise your charges for the excess or shortfall beyond the 20% range, based on the prevailing market rate at the time.

6.4 We may also vary the Charges in accordance with Clause 9.

6.5 The Charges do not include Value Added Tax or Climate Change Levy. You will pay Us any applicable Value Added Tax and Climate Change Levy in accordance with Law

6.6 Where You are, become or cease to be, entitled to pay a reduced (or zero) rate of Climate Change Levy, You will notify Us immediately and will provide Us with any evidence We may require in relation to the same, together with the relevant HMRC form. Unless and until You provide Us with this evidence and form, We will not be obliged to apply the reduced (or zero) rate.

6.7 Where You used an agent, broker or other intermediary to negotiate the Contract, You acknowledge that the Charges may include a fee which You have agreed is to be paid to such intermediary. Any dispute regarding such fee is a matter between You and such intermediary. Please contact us if You want Us to confirm the amount of any such fee.

6.8 If we find we have to back-bill you for units used but not previously billed and for fixed charges due but not levied, we will only do so for consumption and fixed charges which could have been used in the immediate twelve months preceding the date of the back-billing. This twelve-month limit will not apply if the delay in billing has been caused by obstructive or unreasonable behaviour which has prevented us obtaining a meter reading.

6.9 You shall be responsible for payment for all sums relating to the Utilities supplied to you at Agreed Supply Rates & Deemed Supply Rates (or such other rate as is in force from time to time as set out in this Agreement

6.10 If at any time during the term of your Agreement with us we receive credit reports which we are not satisfied with, we may ask for a Security Deposit.

6.11 For each billing period Voltx Power Limited shall invoice you for electricity supplied to the premises and any other amounts due under this agreement by means of an e-billing facility. All your invoices will be available for you to view & download on our Customer Portal. We follow environmentally friendly practices; hence we do not provide paper bills to our valuable customers.

**7. Payments**

7.1 You agree to pay Us the Charges in accordance with the applicable Payment Terms.

7.2 Late Payment Charges: A late payment charge would be applicable if you fail to pay within due date of your invoice, cancel your direct debit and pay later or fail to pay as per payment plan.

7.3 The late payment charges are set out as below:

|  |  |
| --- | --- |
| **Total Fixed Charges** | **Invoice Value** |
| £100 | **£10,000 and above** |
| £70 | **£1,000 to £9,999** |
| £40  | **up to £999** |

7.4 Interest will be charged at 8% above the Bank of England base rate with effect from the invoice due date, together with the payment of any fixed and reasonable costs incurred by us, without prior notice.

7.5 In addition to late payment charges, there would be additional charges for debt recovery; if applicable

7.6 You are requested not to cancel your DD unless you speak to our representative; otherwise, DD cancellation charges would be applicable.

7.7 If you are struggling to make regular payments, please speak to us to discuss an affordable payment plan.

7.8 If we provide you with a payment plan you are required to meet the payment schedule which has been agreed. We reserve the right to require immediate repayment of the outstanding amount if you default on payments in accordance with the agreed plan.

7.9 You may be eligible for a discount on your bill depending on the average Bill amount if you choose an advance payment option. Please get in touch with our payments team if you wish to make any advance payments.

7.10 You are requested Not to cancel your DD after you switch to another supplier before you receive confirmation of the receipt of the final payment on your account.

7.11 Following non-payment for a consecutive two months period, we will refer your case to a 3rd party payment collection agent.

7.12 If you fail to pay Voltx Power for 2 consecutive months, we may apply to a court for permission to de-energise or disconnect your meter and require a security deposit before we reconnect your meter after having received the outstanding debt in full, along with the administrative charges.

7.13 If We have to apply for a warrant to enter your property, to disconnect your supply, any administrative charges we incur will be passed on to you.

7.14 Voltx Power may object to you changing supplier if there is a debit balance on your account which has not been paid within 14 days of the payment date stated on the invoice.

7.15 Where You dispute any amount payable pursuant to the Contract, You will pay 75% (seventy-five percent) of the full amount shown on the bill or the undisputed amount (whichever is higher). Any further payment by You will be paid within 5 Banking Days after the dispute is resolved (together with interest under Clause 6.2 since the original due date for payment). Any overpayment by You will be applied as a credit to Your next invoice (or, if no further invoices are due, repaid by Us within 10 Banking Days after the dispute is resolved).

7.16. We will, each month or at such other intervals as stated in your Contract or otherwise agreed with you, send you a Bill for the relevant period. Bills can be generated on an Ad hoc basis within 2 working days after the meter read is submitted by you. Voltx Power Ltd retains the authority to approve the creation of an ad hoc bill.

**8. Meter Reads and Estimate Reads**

8.1 If your meter is not a smart meter or an Automated meter or your meter fails to communicate, you agree to provide us with meter readings (at least twice a year) or allow us to read the meter if we are not able to get readings remotely.

8.2 You are requested to give us a read before your bill is generated. Towards the last days of the month would be an ideal time to give us a meter read.

8.3 If you give us a read after your bill is generated, we will not be able to consider such reads and will not be able to regenerate a bill in the same month.

8.4 We will try to ensure your next bill takes account of a meter reading you give us if we think its valid or we may ask you for another one.

8.5 If we don’t have a valid meter reading, we’ll use an estimate. We will try to communicate to you on your bill a reason why we were not able to consider the meter read you have given.

8.6 We will be able to give you a credit note for over estimation done by us and the same will be reconciled in your following month’s bill.

8.7 You agree to give access to our Meter operator agent/Engineer to your site to read the meter or to check the Meter health or to carry out any maintenance or services needed for your meter registered with us.

8.8 Reconciliation of estimated reads to actual reads can happen anytime within a period of 12 months depending on when we receive actual reads.

**9. Metering Equipment**

9.1 Unless otherwise agreed in the contract, We will arrange for the provision of a meter at each Property, will appoint an Agent to operate the meter in accordance with the Industry Rules. We or another entity that We contract with will own the meter.

9.2 We may replace the meter at a Property with) a Smart Meter or Advanced meter and You will not be able to object to any transfer of the ownership of the metering that may take place, or to its replacement with (a Smart Meter. We will ordinarily meet the cost of doing so. However, where the nature of the Property or other Unforeseen Events requires special metering or additional work, We may charge You for the additional cost.

9.3 Where Clause 9.1 applies, You

9.3.1 will ensure the meter at each Property is always protected from the risk of damage and is clearly accessible by Us or any Agent, so that it can be inspected, maintained, repaired, replaced and read in a safe and secure manner.

9.3.2 will not cause damage to, tamper or interfere with the metering equipment, and will take all reasonable precautions to ensure that no other person is able to cause damage to, tamper or interfere with the metering equipment.

9.3.3 will notify Us as soon as possible when You become aware that the meter is not, or may not be, accurately recording the supply of electricity to a property; and

9.4 For each Property, You may (with Our prior approval, including where set out in the Contract Form) arrange for the provision of the meter at the Property, and contract with an Agent to operate the meter in accordance with the Industry Rules.

9.5 Where Clause 9.4 applies, You will:

9.5.1 ensure that metering equipment for each Property is always installed, operated, maintained and replaced in accordance with the Industry Rules;

9.5.2 ensure that You have an effective contract with an Agent as Meter Operator in respect of each Property, and that such Agent always complies with the Industry Rules

9.5.3 ensure that the Agent provides Us with all information We reasonably require (in the form required by Us) from time to time.

9.5.4 pay Us for any loss or damage suffered by Us or Our Agents because of the acts or omissions of Your Agent (including if We have to appoint an Agent or replace the meter); and

9.5.5 give Us at least 30 days’ prior notice of any proposed change to the meter installed at a Property, and/or a change to Your Agent.

9.6 If a Party disputes the accuracy of the meter at a Property, We will arrange for it to be inspected and tested, and:

9.6.1 where it is found to be operating outside the overall accuracy requirements as defined in the relevant Industry Rules in place at the time, We (or, where Clause 9.4 applies, You) will pay all the costs arising from or associated with the inspection; and

9.6.2 where it is found to be working within the acceptable levels of error, the Party disputing the accuracy will pay all the costs arising from or associated with the inspection. We may need to change the metering & it’s related equipment to meet the Industry Codes or the Supply Licence and may arrange for installation, maintenance or replacement of the metering equipment and you may be required by Voltx Power Limited to pay in advance the costs incurred.

9.7 If a Property has a Smart Meter or Advanced Meter, You consent to Us obtaining, storing and using consumption data from the Smart Meter or Advanced Meter and sharing this information (c) with our Trading Agent. We will only use this data for the purposes of optimising settlement and forecasting; identifying energy efficient savings & products; and the monitoring and the control of potential energy theft. Please contact Us if You want to restrict Us to obtaining and using consumption data in respect of periods of one month or more.

**10. Access to the Properties**

10.1 You will ensure that We, the Agents, the Network Operator and their respective representatives have safe access to each Property for any reason relating to the Contract. This includes work associated with the installation, maintenance, testing, replacing and reading of a meter and cutting-off or re-establishing the supply of electricity to the Properties.

10.2 A person requiring access to a Property under this Clause 8 will (where possible) give reasonable advance notice to You of the access required. Where We notify You of a request time slot for such access, and You do not make such access available during that time slot, You will pay Us the costs we incur as a result. These costs may include an aborted site visit fee at the rate published on this website at the relevant time.

10.3 We will use reasonable endeavours to ensure that each person who accesses a Property under this Clause 8 will comply with any reasonable site rules notified to Us from time to time.

10.4. You must give Voltx Power Limited & its representatives reasonable access to install, read, test, inspect, repair, remove or replace your metering point/s & metering equipment when necessary.

10.5 If Voltx Power Limited, or its representatives are unable to gain reasonable access to the meter at any time Voltx Power Limited may pass on the costs incurred as a result of any aborted visit and notify you of the situation and if it is not rectified to Voltx Power Limited's satisfaction within one month of receipt of notice, Voltx Power Limited shall terminate this contract and shall pass through to you any additional costs incurred by Voltx Power Limited as result of such failure. If you cancel your appointment less than seventy-two (72) hours prior to the appointment date, we will charge you an appointment cancellation fee of £ 100.

**11. Variation To Contract Terms**

11.1 The Parties may at any time agree in writing to vary any provision of the Contract.

11.2 We may (without Your permission) vary any provision of the Contract (including the Charges and the Payment Terms, but excluding the Expiry date) at any time during the Fixed Term Period by notifying you of the change that is to apply, provided if we may only make such a variation where:

11.2.1 any information provided by you (including any information set out in the Contract Form) proves inaccurate or there is a change in circumstance.

11.2.2 there is a change to the metering equipment required to be installed at a Property in accordance with the Industry Rules.

11.2.3 there is a Change in Law, a change in Regulations or a change to the calculation or rate of the Industry Charges

11.2.4 Your Credit Reference and /or Credit Support ceases to be acceptable to us, and you do not provide new Credit Support to us within ten (10) Banking Days

11.2.5 You fail on two or more occasions to provide us or the Agents with access to a Property.

11.2.6 You fail on two or more occasions to pay the Charges in accordance with the applicable Payment Terms; and/or

11.2.7 Our agreement with Our Trading Agent ends and so We must arrange an alternative source of wholesale electricity.

11.3 We will give You as much advance notice of any variation as we can, but we will not be able to do so if We have not been given advance notice of the event giving rise to the variation. The variations We make will be to design to ensure that:

11.3.1 the Contract can continue in full force and effect.

11.3.2 both Parties can lawfully comply with their obligations under the Contract.

11.4 The variations We make under Clause 11.2 will be to design to ensure that:

11.4.3 We are able to recover any costs or losses arising (or which may arise) as a result of the event giving rise to the variation; and

11.4.4 We are in no better or worse position than We would have been but for the event giving rise to the variation.

11.5 TCR Band Change:

Your current contract and Energy supply rates are applicable to you for the TCR Band at the time of this contract. You are required to let us know in advance if you feel there could be changes to your consumption/capacity resulting in a Band change while you are in the term of your current contract. In this case We would need a copy of DNO document confirming a TCR/LLF change. A new contract would need to be agreed upon in this case for your supply.

**12. Change Of Tenancy**

12.1 The Terms and Conditions of early Termination fees of your contract do not apply in the case of a Change of Tenancy or you leave the premises for which this contract is signed and executed provided:

12.1.1 You should inform us at least one month in advance with relevant documentation about your changes to the current address.

12.1.2 Failure on your part to submit the relevant proof of documents on time and or on unsuccessful verification of your documents by us, will lead to Early Termination of your contract and any relevant penalty will be applicable to you.

12.2 If at any time You will cease to be the owner and/or occupier of a Property and therefore wish to remove one or more Properties from the Contract, You must give Us notice of such intention and of the name and contact details of any new owner and/or occupier. Where You give notice in accordance with this Clause 12.1.1, the Property(ies) in question will be removed from the Contract with effect from the later of:

12.2.1 the date of removal set out in such notice;

12.2.2 30 days after such notice is given; and

12.2.3 the time another person enters into a Supply Contract with Us in respect of the Property, or another supplier is Registered in respect of the Property, or the supply of electricity to the Property is cut off.

12.3 You will remain liable to Us for all Charges associated with a Property until such time as it has been removed from the Contract in accordance with Clause 12.2 (even if You no longer own and/or occupy the Property).

12.4 Where You no longer occupy the Property and the Property remains (and is likely to remain) unoccupied, You may instruct Us to cut -off the supply of electricity to the Property, and You will pay Us the costs of doing so.

12.5 The removal of a Property under this Clause 12.4 may result in a Termination Fee under Clause13.

**13. Contract Termination**

13.1 Your current contract will be automatically Terminated on your last date of your current active contract. We Do Not need a Termination notice for your initial contract with us. We would need a Contract Termination notice in case of Clause 9 and Clause 10 hereinafter mentioned.

13.1.1 Early termination fee will be applicable to you, if you decide to terminate your contract before the end of the agreed contract date or the actual End date, which will be 25% of your monthly price multiplied by the number of months remaining in your fixed term contract. Your monthly price will be based on a twelfth of your estimated annual consumption multiplied by your energy rate plus any standing charges. Your estimated annual consumption will be calculated based on your energy usage over the period you have been supplied by Voltx Power Ltd. including seasonal variation if any and any other relevant available information.

13.1.2 Where the Contract is terminated, or a Property is removed from the Contract, prior to the end of contract then You shall pay Us the Termination Fee as per clause 13.1.

13.1.3 We may terminate the Contract (or, at Our option, terminate the Fixed Term Period or remove the relevant Property(ies) from the Contract) by giving You notice of such termination, where: 13.1.3.1 You fail to pay any amount due under the Contract;

13.1.3.2 You are in breach of the Contract, and (where capable of remedy) You fail to remedy that breach within 10 Banking Days after Our notice requesting that You remedy the breach;

13.1.3.3 You suffer an Insolvency Type Event

13.1.3.4 We have reason to believe that You have tampered or interfered with the meter at a Property; or

13.1.3.5 Your Property becomes Green Deal Premises.

13.1.3.6 The Contract will terminate with immediate effect from the time We no longer hold a Supply Licence or where a last resort supply direction is made under a Supply Licence in respect of the Properties.

**14. Consequences of Termination**

14.1 Following the termination of the Contract, where We remain Registered for a Property, a supply contract between You and Us will be deemed to have been entered into in accordance with the Industry Rules in respect of the Property, and the Deemed Supply Rates will apply.

14.2 The termination of the Contract will not affect any rights or obligations which may have accrued before or on termination and will not affect any rights or obligations that are expressly or implicitly intended to survive termination. Without limitation, You shall remain liable for any Charges relating to the period prior to termination but not yet paid (including where due to corrections to, or reconciliations of estimated, data following termination)

**15. Deemed Contract**

15.1 If your contract has ended and you have not renewed with us and we are still supplying to you, you will be automatically put on Deemed Contract rates.

15.2 We may (without Your permission) vary the Contract at any time after we put you on Deemed Contract Rates as per clause 15.1.,

15.3 Our Deemed contract rates are variable and higher than the contractual rates.

15.4 Your Deemed Contract with us will end:
15.4.1. When you enter into an Agreement with us;
15.4.2. Following completion of a Supply Transfer to another supplier. Your Deemed Contract with us will end on the Supply Start Date with your new supplier;
15.4.3. When you provide us with a Leaving Notice indicating that you will no longer be responsible for the supply point associated with the Property, please ensure that you do so before the date when you cease to be responsible for that supply point to which we supply energy.

15.4.4. When we permanently disconnect the supply of Energy to your Property;
15.5 For the avoidance of doubt, if you have a Deemed Contract, we will not charge you a Termination Fee if you wish to switch to another supplier.

**16. Contract Renewal**

16.1 Your contract End date would be on your monthly invoice and your customer portal. It is your responsibility to renew your contract with us in time i.e., at least one week before the end of your current contract.

16.2 Without being liable, Voltx Power Limited will contact you around 3 months before your contract end date with a renewal offer for a further period via email.

16.3 We will not automatically renew your contract or auto roll over your contract unless and until you instruct us in writing about the same.

16.4 We would need a minimum of one weeks’ notice of your intention of auto renewal or auto roll over of your contract before your current contract end.

16.5 Auto Renewal or Auto Roll over is not applicable for Micro Businesses.

**17. Objections to Transfer**

17.1 We may object to You transferring the supply of electricity to another supplier where:

17.2 the Supply Contract with the new supplier relates to supply during the Fixed Price Period;

17.3 You have not paid all the charges due under the Contract;

17.4 the new supplier agrees that the application for the transfer was started in error; or

17.5 the new supplier applies to be Registered for a Property at which there is more than one metering point and all related metering points (as established in accordance with the Industry Rules) are not included in that supplier’s application.

17.6 You will cooperate with Us where We object to a transfer in accordance with this Clause 17 and will notify any potential new supplier of Our right to object to a transfer where We ask You to do so.

**18. Limitation of Liability**

18.1 Nothing in the Contract shall limit a Party’s liability for death or personal injury caused by negligence, for fraudulent misrepresentation, or for any other liability that cannot lawfully be limited. Nothing in the Contract shall limit Your liability to pay the Charges or a Termination Fee

18.2 Neither Party shall be in breach of the Contract, or otherwise liable to the other, by reason of any delay in performance (or non- performance) of any of such Party’s obligations under the Contract that is due to Unforeseen Events.

18.3 We are not responsible or liable for the maintenance of the Network Operator’s system, or the connection between the Network Operator’s system and each Property. We do not guarantee that electricity to be delivered to each Property will be free from variations in voltage or from interruptions.

18.4 Subject to Clause 18.1, We shall not be liable to You (or any other persons at a Property, or Your or their employees, contractors or agents) in relation to the Contract (whether in contract or otherwise) for:

18.4.1 loss or corruption of data, damage to frozen food, or loss of profit, income, anticipated savings, use, contract, production or business (whether direct or indirect);

18.4.2 any loss or damage which is not reasonably foreseeable at the date of the Contract as likely to occur as a result of breach; or

18.4.3 any liability to third parties in respect of the matters referred to in (a) or (b) above.

18.5 Subject to Clause 18.1, Our liability to you is not exempted by any other provision in this Liability Section. We are obligated, under the law, to a maximum limit of one thousand (1000) GBP for any single incident. Under no circumstances will this amount exceed the average total charges paid by us each year in connection with all claims made against us under this Agreement.

18.6 You shall procure insurance to protect You (and others at each Property) for losses and damages for which We are not liable. You shall reimburse Us for any liability We incur over and above that for which We are properly liable in accordance with Clause 18.4.

18.7 If You receive, or are entitled to receive compensation from the Network Operator, We will not be liable to compensate You for that same loss. Where We have already paid You compensation, You will repay that sum to Us.

18.8 This Clause 18 shall continue to apply following the End Date of the contract.

**19. Notices**

19.1 You can contact Us at the following addresses:

Voltx Power Limited, Luminous House, 300 South Row, Milton Keynes MK9 2FR, United Kingdom

or any replacement addresses that We notify to You.

19.2 We can contact You at any of the Property address, Your registered company address or the address recorded in the Contract Form

**20. Confidentiality**

20.1 Each Party shall treat the other Party’s Confidential Information as confidential and shall not use it for any purpose other than in connection with the Contract. Consent shall not be required for disclosure to:

20.1.1 the extent required or permitted in accordance with the Industry Rules and/or any Law;

20.1.2 its officers, employees, advisors, and agents (or those of its Group Companies) to the extent they reasonably require the information in connection with the performance of their duties (provided such persons are in turn are required by that Party to treat the Confidential Information as confidential, and provided that that Party shall be liable for any unauthorised disclosure or use by such persons);

20.1.3 any insurer, bank, other financial institution or rating agency to the extent required in relation to the financing of a Party’s business activities, provided that the bank, or other financial institution or rating agency (as the case may be) is required by that Party to treat the Confidential Information as confidential, and provided that that Party shall be liable for any unauthorised disclosure or use by such persons);

20.1.4 assess Your Credit Reference, or to detect, investigate or prevent theft, or to enable debt recovery;

20.1.5 as outlined in our Our ‘Terms of Use and Privacy Policy’ on this website;

20.1.6 the Trading Agent or the owners and/or operators of Named Projects; or

20.1.7 the extent that the Confidential Information is in or lawfully comes into the public domain other than by breach of this Clause 20.

20.2 We will only process Your personal data for purposes associated with the Contract or the Industry Rules, and as described in Clause 20.1

**21. General**

21.1 The Contract contains the entire agreement between the Parties in respect of its subject matter and replaces any prior understandings between the Parties relating to such subject matter. Each Party confirms that it has not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Any warranties and conditions not set out in the Contract that would otherwise be implied by Law or custom are excluded to the extent permitted by Law.

21.2 If any provision or part of a provision of the Contract is found by a Competent Authority to be void or unenforceable, that provision or part of a provision shall be deemed to be deleted from the Contract and the remaining provisions shall continue in full force and effect.

21.3 No failure to exercise nor any delay in exercising any right or remedy under the Contract shall operate as a waiver of such right or remedy. No partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy, or any other right or remedy.

21.4 Nothing in the Contract shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

21.5 We may transfer the Contract (and/or any or all Our rights and/or obligations under the Contract) at any time by giving You notice of such transfer. We have transferred to the Trading Agent, Our right to be paid the Charges by You. We may also (in the future) transfer the Contract to a person who holds a Supply Licence. You hereby agree to any and all transfers as referred to in this Clause 20.5 and agree that Your further agreement is not required. Nevertheless, where We ask You to do so, You will take any reasonable steps to facilitate or give effect to such transfers.

21.6 You may not transfer any of Your rights and/or obligations under the Contract without Our prior written consent.

21.7 No provision of the Contract shall be enforceable by any person other than the Parties, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise; save that the Trading Agent can enforce the rights referred to in Clause 21.5. The Parties may nevertheless vary or terminate the Contract in accordance with its terms without the consent of any third party.

21.8 We may sub-contract Our obligations. Where a Party subcontracts any of its obligations under the Contract, it shall remain responsible for the performance of such obligations, and the acts or omissions of the subcontractor in relation to such performance shall be treated as the Party’s acts or omissions.

21.9 We may record any telephone communications with You, and You confirm You have Your consent.

**22. Disputes**

22.1 Our complaints policy and details of when and how You can refer disputes to the Energy Ombudsman can be found on this website.

22.2 The Contract and any dispute or claim arising out of or in connection with it (including non- contractual claims) shall be governed by, and construed in accordance with, the laws of England. Each Party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England in relation to any claim or matter arising under or in connection with the Contract.

**23. Glossary & Interpretation**

In the Contract, the following words shall have the following meanings:

**Act**: The Electricity Act 1989.

**Advanced Meter / Smart Meter**: a meter that enables two- way remote communication between Us and the meter, including so as to allow remote meter reading.

**Agent**: any qualified person appointed as a supplier agent or the data communications company, as further described in the Industry Rules.

**Banking Day**: a day on which banks are generally open for business in the City of London (excluding Saturdays and Sundays).

**Broker**: Any qualified person appointed by You to act on your behalf regarding agreeing to energy supply contracts

**Certified**: the certification of a meter in accordance with schedule 7 of the Act.

**Change in Law**: the making, coming into effect, modification or repeal of any Law or Industry Rule (including changes by a Competent Authority in its interpretation of any Law or Industry Rule), including the imposition, withdrawal or variation in any Industry Charge (which shall include the operation of any mutualisation scheme in respect of any Industry Charges).

**Climate Change Levy**: the levy of that name established pursuant to the Finance Act 2000.

**Competent Authority**: any regional, national or EU court, authority, inspectorate, department, regulator or other governmental or administrative body (in each case to the extent having jurisdiction over any or all of the Parties, the Contract and/or its subject matter).

**Confidential Information**: the content and existence of the Contract and the commercial, financial, marketing, technical, business or other proprietary information of a Party (including know-how and trade secrets) in any form or medium whether disclosed to another Party orally or in writing before or after the date of the Contract Form, together with any reproductions of such information in any form or medium or any part thereof.

**Connection Agreement**: in respect of each Property, an agreement with the Network Operator allowing the Property to be (and remain) connected to the Network Operator’s system.

**Connection Point**: in respect of each Property, the point(s) of connection between the Property and the Network Operator’s system through which electricity is conveyed to the Property.

**Contract**: the agreement comprising the Contract Form and these Supply Terms and Conditions and the Pricing Schedule.

**Contract Form**: the document containing the information submitted or accepted as part of Your application via this website, which We will send to You.

**Contract Period**: the period from the Intended Supply Start Date until the End Date.

**Corporate Group**: in respect of a person, any holding company or subsidiary of that person, or any company which is a subsidiary of a holding company of that person (and the expressions “holding company” and “subsidiary” shall have the meanings respectively ascribed to them by section 1159 of the Companies Act 2006).

**Credit Reference**: Our assessment of Your creditworthiness, including where based on credit ratings or credit reports provided by credit reference agencies or credit insurance providers.

**Credit Support**: advance payment of cash, a guarantee, bond or letter of credit in a form and amount acceptable to Us, and giving Us assurance in respect of Your obligations under the Contract.

**Deemed Supply Rate**: Deemed Rates apply when you move into a premise where we’re the existing supplier and you haven’t agreed a fixed term contract with us or the supply rate where the contract has been ended between supplier and consuming party.

**Demand Side Management**: means any solution that incentives You to lower or shift electricity usage at a Property.

**End Date**: means the Date at which the Contract is terminated in respect of a Property, the Date the Property is removed from the Contract.

**Energy Rate**: means the unit rate(s) and standing charges set out in, or determined in accordance with, the Contract Form. The Energy Rate covers both the cost of wholesale electricity and the Industry Charges.

**Estimated Consumption**: means the estimated annual supply under the Contract, as set out in the Contract Form (or, in respect of any shorter period, the proportion of that annual supply that We reasonably determine as relevant to that period).

**Expiry Date**: means the date specified as such in the Contract Form.

**Fixed Term Period**: in respect of any Property, the period from the Supply Start Date to the Expiry Date.

**HMRC**: Her Majesty’s Revenues and Customers.

**Industry Charges**: the costs We incur in relation to the supply of electricity (excluding the wholesale electricity itself), including: (1) any taxes, levies, duties or imposts in relation to the supply of electricity, including as a result of the renewable obligation and fossil fuel levy under the Act, the small-scale low carbon feed in-tariff under the Energy Act 2008, the carbon capture and storage levy under the Energy Act 2010, the contracts for difference and capacity mechanism levies and charges pursuant to the Energy Act 2013, the assistance for areas with high electricity distribution costs scheme under Our Supply Licence, and any similar such scheme; (2) charges payable by Us to the Network Operator and/or National Grid, including availability, capacity, reactive power and balancing and use of system charges; (3) costs or deductions in respect of distribution and transmission system losses; (4) fees of Agents in respect of providing, maintaining and collecting and aggregating data from the meter at each Property; and (5) fees as referred to in Clause 5.7.

**Industry Rules**: the Act, the Supply Licence, and all the codes and agreements with which We are obliged to comply with under the Act or the Supply Licence.

**Insolvency Type Event**: in respect of a Party, that that Party: (1) is dissolved or becomes insolvent or is unable to pay its debts as they become due; (2) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (3) institutes or has instituted against it a proceeding seeking a judgment of insolvency, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition, that proceeding or petition results in a judgment of insolvency or the making of an order for its winding-up or liquidation (or is not withdrawn, dismissed, discharged, stayed or restrained within 30 days); (4) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; or (5) causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in this definition.

**Intended Supply Start Date**: is described in Clause 3.

**Law**: includes the common law, and any statute, statutory instrument, regulation, instruction, direction, rule or requirement of any Competent Authority.

**Maximum Capacity**: in respect of each Property, the maximum electricity allowed to be supplied from the Network Operator’s system under the Connection Agreement.

**National Grid**: the operator of the high voltage transmission Lines in Great Britain.

**Network Operator**: the holder of a distribution licence under the Act who owns and/or operates the system of electrical lines (a distribution system) through which electricity is (or is to be) conveyed and delivered to the Connection Point.

**Ofgem**: the electricity regulator for Great Britain.

**Party**: one of Us or You (and “Parties” means all both of them together).

**Payment Plan**: advance payment (on such date as We may reasonably determine from time to time) for the Charges We reasonably estimate (from time to time) that You will incur in respect of a particular period. We will use the amounts paid as part or full payment towards any amount payable by You to Us from time to time.

**Payment Terms**: one of: (1) payment within 5 Banking Days following receipt of Our invoice by electronic transfer in cleared funds to the account We nominate for such purposes from time to time; or (2) payment in accordance with a Payment Plan by electronic transfer in cleared funds to the account We nominate for such purposes from time to time, or (3) payment via the direct debit scheme. The original Payment Terms are set out in the Contract Form, but are subject to change in accordance with the Contract.

**Properties**: the premises identified in the Contract Form, but excluding any removed from the Contract.

**Registered**: in respect of a Property, that We are (or, where the context requires, another supplier is) registered in accordance with the Industry Rules as the supplier responsible for supplying electricity to the Property from a particular date. “Register” and “Registration” will be interpreted on the same basis.

**Smart Meter**: a form of Advanced Meter, as further described in the Industry Rules.

**Supply Contract**: in respect of a Property, a contract for the supply of electricity to that Property.

**Supply Licence**: an electricity supply licence granted by OFGEM.

**Supply Terms and Conditions**: these terms and conditions.

**Termination Fee**: the fee calculated in accordance with Clause 13.

**Trading Agent**: such person(s) as We contract with from time to time to provide Us with access to the wholesale electricity markets in Great Britain.

**Unforeseen Event**: an event or circumstance beyond the relevant Party’s reasonable control. (provided that lack of funds will not be interpreted as an event beyond a Party’s reasonable control).

**Value Added Tax**: value added tax or any other tax, duty or levy which may apply to the supply of electricity from time to time.

**We or Our or Us**: Voltx Power Ltd, a company incorporated in England with company number 11042718 (and includes the persons to whom it has transferred its rights and/or obligations under the Contract in accordance with the Contract).

**You or Your**: means the customer under the Contract, as identified in the Contract Form (and includes the persons to whom it has transferred its rights and/or obligations under the Contract in accordance with the Contract)