# Voltx Power Limited

## Terms & Conditions

## 1. The Contract

The Customer agrees to Voltx Power's standard terms and conditions in the version published at www.voltxpower.co.uk/terms-and-conditions and in force on the date of this Agreement. Capitalised terms used but not defined in this Agreement shall have the meanings assigned to them in the Supplier's General Terms and Conditions (website details), Definitions Schedule, operational policies, technical requirements, and other documents have the meanings given in the Online Terms and Definitions Schedule.

**Failure to Maintain Credit Rating**: From the execution of this Agreement and throughout the Contract Term, if the Customer's credit rating or credit status falls below the level acceptable to Voltx Power. Voltx Power shall notify the Customer and may require reasonable financial security, which may include a security deposit, guarantee or advance payment. If such security is not provided within Ten (10) Days of notification, Voltx Power would act reasonably and issue a written notice to – a) require additional security, b) apply revised rates of up to 40% above the applicable Contract Rates, and/or c) where the Supply Start Date has not occurred, Voltx Power would withdraw from this Agreement without liability and/or save for any sums already due.

**Customer and Third-Party Information**: This Agreement, including the charges, is based on information provided to Voltx Power by the Customer or by any person acting on the Customer's behalf (including a Third-Party Intermediary (TPI), a broker, an agent and/or authorised representative). Information provided by any such person is treated as provided by and on behalf of the Customer.

Voltx Power relies on the information provided by the customer in good faith. Where the information proves inaccurate, Voltx Power reserves the right to vary this Agreement, or where circumstances change, as set out in the 'Variation of Charges and Terms' Clause (below). Voltx Power is not responsible for any losses arising from incorrect information provided by a Third-Party Intermediary (TPI), a broker, an agent and/or authorised representative engaged by the Customer; the Customer must resolve any such matter directly with the concerned party.

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 23.

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.

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

- You have the authority to enter into this agreement to purchase the utilities for consumption at the premises;
- Any representative or agent acting on your behalf has this authority;
- Your utilities consumption is for commercial and not domestic purposes;
- You are the owner or legal occupier of the premises;
- If you are a sole trader, you confirm that you are aged 18 or over.
- You are not in breach of any contract with a third party for the supply of gas or electricity (as applicable); and
- 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.The Customer confirms it will meet any obligations arising from terminating its existing supply contract, including payment of any outstanding balance to its previous supplier.

### TPI and Third-Party Changes

1.11. Where the Customer appoints, replaces or removes a TPI, broker, agent or other third party, Voltx Power shall not action the change until it has received and verified the Customer's express written instruction and, where applicable, a valid Letter of Authority ("LOA") setting out the scope of the third party's authority.

1.12. Voltx Power shall not disclose Customer, account or consumption information to a newly appointed third party unless authorised by a valid LOA or otherwise permitted or required by applicable law or Industry Rules.

1.13. The Customer shall promptly notify Voltx Power of any withdrawal, expiry or variation of an LOA. Until such notification has been received and reasonably processed, Voltx Power may rely on the most recent valid authority held on its records.

1.14. Where instructions or authorities are incomplete, inconsistent, overlapping or disputed, Voltx Power may suspend any requested change, disclosure or renewal activity until satisfactory written confirmation is received directly from the Customer.

1.15. A change of TPI or third party shall not, of itself, vary the Contract Rates, Charges, commission arrangements or any other provision of this Agreement unless expressly agreed in writing by Voltx Power and the Customer.

## 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.

### Pre-Supply Cancellation and Contract Processing Fee

2.2. Where the Customer enters into a binding Agreement with Voltx Power and subsequently cancels, withdraws from or otherwise fails to proceed with the Agreement before the Supply Start Date, other than as a result of a default by Voltx Power or circumstances in which the Customer has a statutory or contractual right to terminate without charge, Voltx Power shall be entitled to recover:

2.2.1. a Pre-Supply Cancellation Charge of £250 in respect of the first MPAN covered by the Agreement, together with £50 for each additional MPAN, subject to a maximum fixed administration charge of £1,000 per Agreement;

2.2.2. any reasonable and directly attributable wholesale purchasing, hedging or hedging-unwind loss incurred by Voltx Power as a consequence of the cancellation; and

2.2.3. any reasonable third-party costs already incurred or irrevocably committed by Voltx Power in connection with the Agreement and which cannot reasonably be avoided or recovered. Any amounts recovered under this clause shall take account of costs reasonably avoided or amounts recovered by Voltx Power as a consequence of the cancellation.

2.3. Where the intended Supplier Transfer is prevented or delayed by an objection, rejection or other registration issue attributable to the Customer, including:

2.3.1. an outstanding debt or contractual commitment with the existing supplier;

2.3.2. inaccurate or incomplete information provided by the Customer; or

2.3.3. the Customer's failure to take reasonable steps required to resolve the objection

The Customer shall take all reasonable steps to resolve the matter promptly.

2.4. If the matter remains unresolved for more than thirty (30) calendar days after the intended Supply Start Date, Voltx Power may: (i) agree a revised Supply Start Date and, where reasonably necessary, revise the Contract Rates to reflect the wholesale market conditions applicable to the revised Supply Start Date; or (ii) terminate the Agreement and recover the charges specified in paragraph 2.2 above as a Failure to Complete Transfer Charge.

2.5. Where the transfer proceeds after a delay, Voltx Power may recover any reasonable and directly attributable hedging or wholesale costs or losses arising from the change in Supply Start Date, provided that Voltx Power shall not charge the Customer merely for the administrative costs of carrying out the Supplier Transfer.

2.6. No charge shall apply solely because of an objection, registration failure or delay caused by Voltx Power, an erroneous objection raised by another supplier, an industry-system failure or another circumstance outside the Customer's reasonable control, provided that the Customer has reasonably cooperated in attempting to resolve the matter.

2.7. Voltx Power shall not recover the same cost or loss more than once under this clause. Any fixed charge, wholesale loss, hedging loss or other amount payable under this clause shall be invoiced separately and shall be payable in accordance with the applicable Payment Terms. Nothing in this clause shall affect any mandatory statutory or regulatory rights available to the Customer.

## 3. Your Contract Date

3.1. Supply shall commence on the Contract Start Date specified in the Contract Particulars, unless Voltx Power receives a valid objection to the transfer of Supply or Supply is prevented or delayed by any procedural, administrative or industry-related matter. In such circumstances, Supply shall commence as soon as reasonably practicable following resolution of the relevant matter.

3.2. Where an objection prevents or delays commencement of Supply by more than fifteen (15) days from the Contract Start Date, the Contract Particulars and this Agreement shall cease to be valid, and Voltx Power may issue a new quotation based on the rates and terms applicable at that time.

3.3. Where Supply commences after the Contract Start Date, the Contract End Date shall be adjusted as per the tenure of the contract unless otherwise agreed in writing by both Parties. The applicable Supply Start Date and Supply End Date shall be stated on the Customer's monthly invoice.

## 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 (https://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

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.

### What the Contract Rates Include

The Contract Rates set out in this contract include the following components:

- The energy component

- Balancing Services Use of System (BSUoS) and Residual Cashflow Reallocation Cashflow (RCRC)
- Contracts for Difference (CfD)
- Feed-in Tariff (FiT)
- Renewables Obligation (RO)
- Assistance for Areas with High Electricity Distribution Costs (AAHEDC)
- Capacity Market charges
- Settlement charges
- Nuclear Regulated Asset Base (Nuclear RAB) charges
- Energy Intensive Industries (EII)
- Distribution Use of System (DUoS) charges
- Transmission Network Use of System (TNUoS) charges
- Meter Operator (MOP) charges, where applicable
- Data Collector (DC) charges, where applicable
- Data Aggregator (DA) charges, where applicable

## What the Contract Rates Do Not Include

1. Excess Capacity Charges - Any excess or exceeded capacity charges imposed by the relevant Distribution Network Operator ("DNO"), Licensed Distribution System Operator ("LDSO") or other relevant network operator as a result of the Customer exceeding the applicable Maximum Import Capacity, Maximum Export Capacity, Agreed Supply Capacity or other applicable capacity threshold at the Property.

2. Reactive Power Charges - Any excess reactive power charges or other charges relating to reactive power imposed by the relevant DNO, LDSO or other network operator in respect of the Property.

3. Climate Change Levy - Climate Change Levy ("CCL") at the prevailing statutory rate, where applicable, subject to any valid exemption, exclusion, reduced rate or other relief to which the Customer is entitled under applicable law.

4. VAT -Value Added Tax ("VAT") at the rate applicable to the relevant supply from time to time.

5. Changes in Law, Regulation or Industry Arrangements

Any new or increased tax, duty, levy, charge, network cost, industry cost or other externally imposed cost which:

(a) is introduced, imposed or varied after the date of this Agreement as a result of any change in applicable law, regulation, licence condition, industry code, charging methodology or market arrangement;

(b) was not included in the Contract Rates at the date of this Agreement; and

(c) is reasonably and directly attributable to the supply of electricity to the Property.

Voltx Power Ltd. shall be entitled to pass through any such amount to the Customer from the date on which the relevant cost becomes effective or is incurred by Voltx Power by providing 21 days prior written notice

## Exemptions and Reliefs

Where the Customer claims any exemption, exclusion, reduced rate or relief in respect of CCL, VAT or any other applicable tax, levy or charge, the Customer shall provide Voltx Power with all certificates, declarations and supporting information reasonably required to establish its entitlement.

Any such exemption or relief shall be applied only to the extent and from the date permitted by applicable law and supported by the documentation provided by the Customer.

If an exemption or relief previously applied ceases to be available, or the Customer's eligibility changes, the Customer shall notify Voltx Power as soon as reasonably practicable, and Voltx Power shall be entitled to apply the appropriate tax, levy or charge from the date on which the Customer ceased to qualify.

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.

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.

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.

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.

## Consumption Tolerance and Volume Variation

6.3.1. The Contract Rates have been calculated, in part, by reference to the Estimated Annual Consumption ("EAC") for the Property and the applicable seasonal consumption profile used by Voltx Power for forecasting, settlement and billing purposes.

6.3.2. Unless otherwise stated in the Contract Particulars, the Customer shall be permitted a consumption tolerance of twenty per cent (±20%) against the expected consumption for the relevant reconciliation period.

6.3.3. Voltx Power may carry out a consumption variance reconciliation at intervals of approximately six (6) months. For the purposes of such reconciliation, the expected consumption for the relevant period shall be determined by applying the applicable Elexon seasonal profile, settlement profile or other relevant industry-recognised consumption methodology to the EAC.

6.3.4. Where the Customer's Actual Consumption for the relevant period falls outside the permitted tolerance, Voltx Power shall be entitled to recover any reasonable additional costs or losses directly attributable to the volume falling above or below the applicable tolerance, including, where applicable, wholesale energy, hedging, imbalance, settlement or unwind costs.

6.3.5. Any such adjustment shall apply only to the volume falling outside the permitted tolerance and shall not apply to the Customer's total consumption for the relevant period. Please refer to the table below for the charges that would be applicable for the variance in consumption;

| Volume Tolerance (±%) | Additional Premium on Unit Rate (p/kWh) |
|---|---|
| **30%** | 0.40 |
| **40%** | 0.70 |
| **50%** | 1.00 |
| **100%** | 2.00 |
| **Removal of VT Clause** | 2.50 |

6.3.6. Voltx Power may carry out a final reconciliation on expiry or termination of this Agreement in respect of any period not previously reconciled.

## Exceptional Market Disruption

6.4.1. Where an Exceptional Market Disruption occurs and continues, and such event materially increases the cost to Voltx Power of purchasing, hedging, securing or supplying electricity under this Agreement, Voltx Power may adjust the Contract Rates to reasonably reflect the additional costs arising from that event.

6.4.2. For the purposes of this clause, an Exceptional Market Disruption means an extraordinary event or circumstance outside the reasonable control of Voltx Power which materially affects the wholesale energy market or Voltx Power's ability or cost of procuring electricity, including, without limitation:

6.4.2.1. war, armed conflict, invasion or significant geopolitical hostilities;

6.4.2.2. sanctions, embargoes or governmental restrictions affecting energy markets or energy supplies;

6.4.2.3. terrorism or similar major security events;

6.4.2.4. material disruption, closure or suspension of wholesale electricity, gas or commodity markets;

6.4.2.5. material interruption or restriction in national or international energy supplies or energy infrastructure;

6.4.2.6. an exceptional and sustained disruption to wholesale energy markets resulting directly from any of the above events; or

6.4.2.7. any comparable extraordinary event outside Voltx Power's reasonable control which has a material and sustained impact on the cost or availability of electricity supplied under this Agreement.

6.4.3. Any increase in the Contract Rates under this clause shall:

6.4.3.1. be reasonably attributable to the Exceptional Market Disruption;

6.4.3.2. be limited to the extent reasonably necessary to reflect the direct increase in Voltx Power's costs of at least ten per cent (10%) resulting from that event; and

6.4.3.3. not arise solely from ordinary fluctuations in wholesale energy prices or Voltx Power's ordinary commercial or procurement decisions.

6.4.4. Voltx Power shall give the Customer not less than fifteen (15) days' prior written notice of any adjustment under this clause. The notice shall state the reason for the adjustment, the revised Contract Rates and the date on which the revised rates will take effect.

6.4.5. Voltx Power may review the revised Contract Rates while the Exceptional Market Disruption continues and, where the circumstances giving rise to the adjustment materially reduce or cease, shall reasonably review whether the adjustment should be reduced or removed.

6.4.6. Except for the adjustment to the Contract Rates made pursuant to this clause, all other terms and conditions of this Agreement shall remain in full force and effect.

## 7. Payments

7.1. In case of Direct Debit, a DD form is attached at the end of this contract and must be completed and returned with the signed Agreement.

7.2. Voltx Power follows a standard calendar month billing cycle. The first and/or final bill(s) periods (number of days billed) may therefore vary depending on the Supply Start Date or Supply End Dates or may also vary due to any operational requirements. The Customer therefore remains liable to pay all applicable charges during such said billing periods.

7.3. Late payment charges are applicable where the Customer fails to pay by the Due Date (as mentioned on the bill and / or on the agreement); cancels a Direct Debit and pays late; fails to pay under an agreed payment plan. Approximate late payments charges will be applied as per the table below. Voltx Power reserves the right to decide, revise and/or apply these charges.

| Invoice Value | Fixed Late Payment Charge |
|---|---|
| Up to £999 | £40 |
| £1,000 to £9,999 | £70 |
| £10,000 and above | £100 |

7.4. If the Customer fails to pay any amount properly due and payable under this Agreement by the applicable payment due date, Voltx Power shall be entitled to charge interest on the overdue amount from the day following the payment due date until the date on which the outstanding amount is received in full. Interest shall accrue on a daily basis at the statutory rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, as amended, replaced or re-enacted from time to time.

7.5. As at the date of this Agreement, the statutory rate is eight percentage (8%) per annum above the applicable Bank of England reference rate, determined in accordance with the relevant legislation. Interest shall be calculated as follows: Overdue Amount × Applicable Annual Interest Rate ÷ 365 × Number of Days Overdue. The base rates for the applicable interest are available on the Bank of England's official website.

7.6. In addition to interest, Voltx Power shall be entitled to recover from the Customer any fixed compensation, reasonable debt recovery costs and any other amounts which Voltx Power is entitled to recover under the Late Payment of Commercial Debts (Interest) Act 1998 or any other applicable law. This may include reasonable costs incurred in connection with the recovery of overdue amounts, including the costs of debt collection agencies, tracing agents, solicitors and legal proceedings, to the extent recoverable under applicable law. The charging or non-charging of interest or recovery costs under this clause shall not prejudice or restrict any other rights or remedies available to Voltx Power under this Agreement or applicable law in respect of non-payment or late payment. Any interest and recovery costs payable under this clause shall be payable in addition to the original outstanding amount.

7.7. If the statutory rate of interest, method of calculation or entitlement to compensation or recovery costs is amended, replaced or otherwise varied by applicable law during the Contract Term, this clause shall apply subject to, and be interpreted consistently with, the applicable law in force from time to time.

7.8. Following non-payment, Voltx Power reserves the right to refer the account to a third-party debt collection agent.

7.9. If the Customer fails to pay Voltx Power for more than two consecutive months, Voltx Power may in accordance with the Standard Conditions of its Electricity Supply License, apply to a court for a warrant to enter the Property and de-energise the meter. The Customer is responsible for the de-energisation charges, the reasonable charges associated with obtaining and executing the warrant, and any additional debt recovery charges that apply. A security deposit may be required before re-energisation, which occurs only once the outstanding debt and charges are paid in full.

7.10. Voltx Power may agree to a payment plan; the Customer must adhere to it, failing to the fact that Voltx Power may require immediate repayment of the outstanding balance and The Customer may be eligible for an advance-payment discount depending on average bill value.

7.11. The Customer must not cancel its Direct Debit at any point without first contacting Voltx Power. On switching supplier, Direct Debit must remain active until Voltx Power confirms receipt of the final payment; otherwise, a Direct Debit cancellation charge or other applicable charges may apply.

7.12. Voltx Power reserves the right to object to the Customer switching supplier where there are an unpaid outstanding balance and/or any unpaid charges in the preceding three months.

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

7.14. 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 7.4 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).

7.15. 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 Estimated Reads

8.1. The Customer shall be charged for its actual electricity consumption at each metering point, as determined by valid meter readings and applicable settlement or industry data. This Clause shall be read together with the Clause relating to Meter Reads and Estimated Reads.

8.2. Where a meter is defective, tampered with, interfered with, bypassed, slowed, manipulated, obstructed or otherwise fails to record consumption accurately, or where consumption is billed using estimated readings, Voltx Power may determine the Customer's consumption by reference to historical usage, the EAC, validated industry data and any other reasonable information available to it, and may adjust and re-bill the Charges accordingly. Any subsequent actual or validated meter reading shall be used to reconcile the Customer's account where applicable.

8.3. An estimated or inaccurate meter reading shall not relieve the Customer of liability for electricity consumed. Where a meter fault, tampering or interference is attributable to the Customer or persons acting on the Customer's behalf, the Customer shall also be liable for any reasonable costs incurred by Voltx Power in investigating, testing, repairing or replacing the meter and in making any necessary billing or industry adjustments.

**8.4. Opening Meter Reading**: Voltx Power shall use reasonable endeavours to obtain or establish an opening meter reading at the Commencement Date using Customer-provided readings, meter data, appointed agents or applicable industry data. The Customer shall provide all reasonable information, assistance, meter readings and access required for this purpose.

**8.5. Estimated Readings and Charges**: Where an actual or validated meter reading is unavailable, disputed or cannot reasonably be obtained, Voltx Power may calculate Charges using the EAC, available consumption history, seasonal consumption profile, meter data or other reasonable industry d ata. Any estimated Charges may subsequently be reconciled when actual, validated or corrected data becomes available.

**8.6. Meter Read Disputes and Customer Cooperation**: The existence of a dispute regarding an opening or subsequent meter reading shall not, of itself, relieve the Customer of its obligation to pay Charges properly invoiced on a reasonable estimated basis. The Customer shall not withhold payment solely because a meter reading remains under dispute and shall provide all reasonable information, readings, evidence and access requested by Voltx Power to assist in resolving the dispute. Once the relevant reading or consumption is validated or otherwise determined, Voltx Power shall reconcile the Customer's account and apply any resulting debit or credit adjustment.

8.7. Non-Communicating, AMR, SMETS and HH Meters: Where a meter fails to communicate or actual or validated data is unavailable, Voltx Power may continue to bill using reasonable estimated consumption until reliable meter or industry data becomes available. The Customer shall provide meter readings where reasonably

requested and reasonable access to Voltx Power, its Meter Operator or appointed engineer for meter reading, investigation, maintenance or repair. Any reasonable costs arising from an aborted visit caused by the Customer may be charged to the Customer.

**8.8. Vacant or De-energised Property**: Where the Property is vacant or de-energised, the Customer shall remain liable for all applicable Charges which continue to accrue, including standing charges. The Customer shall promptly notify Voltx Power of any change in occupancy, de-energisation or re-energisation and provide any reasonably required meter reading or supporting information.

**8.9. Reconciliation and Back-Billing**: Voltx Power may reconcile estimated Charges when actual or validated meter or industry data subsequently becomes available. The Customer shall remain liable for any resulting additional Charges, and Voltx Power shall apply any resulting credit, in each case subject to applicable law, Industry Rules and any applicable back-billing requirements.

8.10. Nothing in this Clause prevents the Customer from querying or disputing a bill in accordance with Voltx Power's complaints procedure. A dispute shall not, however, suspend the Customer's obligation to pay Charges that are properly due under this Agreement.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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.

8.17. 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.

### Customer-Appointed Metering and Data Services

9.8. Where the Customer has its own contractual arrangement for a Meter Operator (MOP), Data Aggregator (DA), Data Collector (DC) or any equivalent or successor metering or data service provider, the Customer shall ensure that such arrangement remains valid and in force throughout the period of Supply by Voltx Power.

9.9. If any such arrangement expires, terminates or otherwise ceases and the Customer fails to renew or replace it, Voltx Power may appoint or arrange the relevant services as required under the Industry Rules. Where Voltx Power incurs or becomes liable for the

associated charges, the Customer shall be charged £25 in respect of MOP services and £25 in respect of DA/DC services for each applicable billing period, until the Customer's own valid arrangement is reinstated or replaced and accepted by Voltx Power.

9.10. The Customer shall promptly notify Voltx Power of any expiry, termination, renewal or change to its metering or data service arrangements and shall provide such information as Voltx Power may reasonably require to facilitate the relevant industry appointments.

### De-energised Metering Equipment, Continuing Charges and Disconnection

9.11. Where a Metering Point is de-energised during the Contract Term, whether at the Customer's request or due to non-payment in accordance with this Contract and applicable law, such de-energisation shall not terminate the Contract or relieve the Customer of its applicable payment obligations.

9.12. The Customer shall remain liable for standing charges and applicable metering-related costs, including MOP, MAM, DA, DC and meter rental, notwithstanding that the Metering Point is de-energised or no electricity is consumed. Charges shall be £50 per NHH Metering Point and £75 per HH Metering Point per month which only covers the metering costs. These charges shall apply while the MPAN remains registered with Voltx Power and the relevant charging obligations remain applicable, whether or not the Contract remains in force, subject to applicable law. Charges shall not be duplicated.

9.13. Following expiry or termination of the Contract, the Customer shall remain liable for charges under Clause 9.12 until the relevant charging obligations cease. A request to switch supplier shall not, by itself, end liability for charges properly payable. Voltx Power may arrange disconnection and removal of Metering Equipment, subject to applicable industry procedures, regulatory requirements and the Customer's statutory rights. The Customer shall be responsible for applicable re-energisation costs, payable in advance.

9.14. Where the Contract has expired or terminated and the MPAN remains registered with Voltx Power, if the Customer neither switches to another supplier nor enters into a new supply contract with Voltx Power, Voltx Power may initiate permanent disconnection of the MPAN by giving at least 30 days' prior written notice, subject to applicable industry procedures, regulatory requirements and the Customer's statutory rights.

9.15. Any permanent disconnection and removal of Metering Equipment shall be carried out in accordance with applicable industry procedures, regulatory requirements and the Customer's statutory rights. All associated costs properly recoverable from the Customer shall remain payable. All charges shall be invoiced in accordance with the Contract's payment terms.

## 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 10 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 10 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. 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 pass through any additional costs incurred as a result of such failure. If You cancel Your appointment less than seventy-two (72) hours before the appointment date, We will charge You an appointment cancellation fee of £100.

## 11. Variation To Contract Terms

**11.1. Variation by mutual Agreement**: The Parties may, at any time during the Contract Term, agree in writing to vary any provision of this Agreement. Any such variation shall take effect on the date agreed between the Parties and shall form part of this Agreement.

**11.2. Voltx Power's Right to vary charges and terms**: Notwithstanding paragraph 11.1, Voltx Power may, by giving the Customer written notice, vary the Charges, Payment Terms or such other provisions of this Agreement as are reasonably necessary to reflect the relevant circumstances, but only where one or more of the following applies:

11.2.1. any information provided by or on behalf of the Customer, including information contained in the Contract Particulars or used in determining the Contract Rates, is subsequently found to be inaccurate, or there is a change in circumstances;

11.2.2. there is a change to the metering equipment, metering arrangements, connection arrangements, measurement class, capacity, profile, settlement arrangements or other technical requirements applicable to the Property as a result of the Industry

Rules, requirements of the relevant Distribution Network Operator, Meter Operator or other relevant industry body required at the Property under the Industry Rules;

11.2.3. there is a Change in Law, a change in the Industry Rules, or a change in the calculation, methodology or rate of, any tax, levy, network charge, industry charge or other externally imposed cost (see also Clause 18 (Force Majeure));

11.2.4. the Customer's credit rating ceases to be acceptable and replacement credit support is not provided within ten (10) Days of the date Voltx Power becomes aware of this;

**11.3. Scope & limitation of variation**: Any variation made by Voltx Power under this clause shall be limited to the extent reasonably necessary to address the relevant event or circumstance giving rise to the variation and shall not extend to any unrelated provision of this Agreement. Where the variation relates to a change in cost, the adjustment shall reasonably reflect the financial effect of that change on the supply of electricity to the Property.

**11.4. Notice of variation**: Where Voltx Power exercises a right under this clause, it shall give the Customer written notice setting out:

(a) the nature of the change;

(b) the reason for the change;

(c) where applicable, the affected Charges or Payment Terms; and

(d) the date from which the change will take effect. Where reasonably practicable, such notice shall be given before the change takes effect. Where the relevant change is imposed retrospectively or Voltx Power receives notification of it after its effective date, Voltx Power may apply the variation from the date on which the underlying change became effective, to the extent permitted by this Agreement and applicable law.

**11.5. Continuing effect of Agreement**: Except for any provision expressly varied in accordance with this clause, all other provisions of this Agreement shall remain unchanged and in full force and effect for the remainder of the Contract Term.

## TCR / LLF and Industry Data Changes

11.6. The Contract Rates have been calculated by reference to the Targeted Charging Review ("TCR") Band and Line Loss Factor ("LLF") applicable to the Property at the date of this Agreement.

11.7. If, during the Contract Term, there is any actual or anticipated change in the Customer's consumption, agreed capacity, connection arrangements or other relevant characteristics of the Property which may reasonably be expected to result in a change to the applicable TCR Band or LLF, the Customer shall notify Voltx Power as soon as reasonably practicable and, where the change is known in advance, not less than one (1) calendar month before the proposed effective date of that change. The Customer shall provide Voltx Power with any relevant confirmation or supporting information issued by the applicable Distribution Network Operator or other relevant industry body, where available.

11.8. Where the applicable TCR Band and/or LLF changes during the Contract Term, whether as a result of information provided by the Customer or otherwise identified or confirmed through the relevant network operator, industry data or market records, Voltx Power shall be entitled to adjust the Contract Rates to reflect the revised TCR Band and/or LLF. Any such adjustment shall be calculated by reference to the pricing methodology applicable to the Contract and shall reflect the impact of the revised TCR Band and/or LLF on the costs of supplying the Property. The Customer agrees that any adjustment made in accordance with this clause shall take effect from the effective date of the relevant TCR Band and/or LLF change and shall form part of the Contract without the need for any further consent from the Customer. Voltx Power shall notify the Customer of the revised Contract Rates as soon as reasonably practicable following confirmation of the relevant change.

11.9. Where the Customer fails to provide notification in accordance with paragraph 11.7, this shall not prevent Voltx Power from applying the revised Contract Rates once the change to the TCR Band and/or LLF becomes known or is confirmed. The Customer shall remain liable for the Contract Rates as adjusted in accordance with this clause for the remainder of the Contract Term, subject to any subsequent change made in accordance with this clause.

11.10. A separate supply agreement shall not be required solely because of a change to the applicable TCR Band and/or LLF. Voltx Power may, where reasonably necessary for administrative or contractual purposes, issue a written variation recording the revised TCR Band, LLF and/or Contract Rates. Except for any adjustment made pursuant to this clause, all other terms and conditions of the Contract shall remain unchanged and in full force and effect for the remainder of the Contract Term.

11.11. Where notification or confirmation of a change to the applicable TCR Band and/or LLF is received after the effective date of that change, any retrospective adjustment to the Contract Rates shall be limited to the applicable open billing period. Once the relevant billing period has been closed, Voltx Power shall not be required to issue a rebill, credit note or other retrospective billing adjustment in respect of that period, except where required by applicable law, regulation, licence condition or applicable industry code.

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

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

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

## 12. Change Of Tenancy

12.1. Where the Customer vacates, sells or otherwise ceases to occupy or be responsible for the Property, the Customer shall notify Voltx Power as soon as reasonably practicable and, where known in advance, not less than one (1) calendar month before the effective date.

12.2. The Customer shall provide such information and evidence as Voltx Power may reasonably require to verify the Change of Tenancy, including the effective date, details of the incoming occupier and/or landlord and a closing meter reading. Where an actual or validated reading is unavailable, Voltx Power may use a reasonable estimate, available meter data or relevant industry data, subject to later adjustment where appropriate.

12.3. A Change of Tenancy must involve a genuine change in the person or entity occupying or assuming responsibility for the Property. A change in company name, directors, shareholders, beneficial ownership, corporate structure or company registration shall not, of itself, constitute a Change of Tenancy. Voltx Power may consider whether the same or connected persons, business activities, employees, assets or operations continue at the Property when determining whether a genuine Change of Tenancy has occurred. Voltx Power may reject any Change of Tenancy request where insufficient evidence has been provided or where Voltx Power reasonably determines the proposed change does not constitute a genuine Change of Tenancy.

12.4. The Customer shall remain liable for all Charges and other amounts payable under this Agreement up to the verified effective date of the Change of Tenancy. Where sufficient evidence is provided after the event, Voltx Power may retrospectively adjust the account to the verified date, subject to applicable law and Industry Rules. Any outstanding Charges, Early Termination Fees, interest, costs or other amounts accrued before the verified effective date shall remain payable notwithstanding any Change of Tenancy

12.5. No Early Termination Fee shall apply solely as a result of a genuine and verified Change of Tenancy. Where the circumstances do not constitute a genuine Change of Tenancy, the Early Termination provisions of this Agreement shall apply.

12.6. Where an incoming occupier takes Supply from Voltx Power without entering into a supply agreement, the applicable Deemed Contract Rates and Terms and Conditions shall apply.

12.7. 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, the Property(ies) in question will be removed from the Contract with effect from the later of:

12.7.1. the date of removal set out in such notice;

12.7.2. 30 days after such notice is given; and

12.7.3. 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.

12.8. 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 12.7 (even if You no longer own and/or occupy the Property).

12.9. 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.

12.10. The removal of a Property under this Clause 12.9 may result in a Termination Fee under Clause 13.

## 13. Contract Termination

**13.1. Expiry and Early Termination**: This Agreement shall automatically expire on the Contract End Date without notice. Any termination before the Contract End Da te shall be subject to this Clause. Where Renewal or Change of Tenancy applies, the relevant provisions of those Clauses shall also apply.

**13.2. Early Termination Fee**: Where the Customer terminates this Agreement before the Contract End Date, except where termination is expressly permitted without charge, the Customer shall pay an Early Termination Fee equal to 25% of the forecast Charges for the remaining Fixed Term Period.

**13.3. Calculation of Early Termination Fee**: For the purposes of calculating the Early Termination Fee, Voltx Power shall determine the forecast Charges for each remaining month using:

(a) the Customer's EAC and actual consumption history, where available;

(b) the Customer's historic or reasonably determined seasonal consumption profile and seasonal variations;

(c) the applicable energy rate and standing charges under this Agreement; and

(d) any other relevant meter, industry or consumption data reasonably available to Voltx Power. Where sufficient Customer consumption history is unavailable, Voltx Power may use the EAC, applicable industry consumption profiles or other reasonable industry data to determine the forecast consumption for the remaining Fixed Term Period.

**13.4. Calculation Breakdown**: Where reasonably requested by the Customer, Voltx Power shall provide a breakdown of the Early Termination Fee calculation, including the consumption assumptions applied.

**13.5. Other Amounts Due**: Payment of the Early Termination Fee shall be in addition to all Charges and other sums properly due under this Agreement up to the effective date of termination, including any unpaid Charges and costs expressly recoverable under this Agreement.

**13.6. Exceptions**: No Early Termination Fee shall apply where termination is expressly permitted under this Agreement without charge or where Voltx Power has agreed in writing to waive or vary the Early Termination Fee.

**13.7. Termination by Voltx Power for Customer Default**: Voltx Power may terminate this Agreement by written notice to the Customer if: (a) the Customer fails to pay any amount due under this Agreement and such failure is not remedied within 14( Fourteen) days of written notice; (b) the Customer becomes insolvent, enters administration, liquidation or winding-up (other than for a solvent restructuring), has a receiver or similar officer appointed over its assets, or becomes subject to any insolvency or bankruptcy process; (c) the Customer ceases or threatens to cease carrying on all or a substantial part of its business; or (d) the Customer commits any other material breach of this Agreement which, where capable of remedy, is not remedied within 14( Fourteen)days of receiving written notice requiring it to do so. Consequences of Customer Default: Where Voltx Power terminates this Agreement under this Clause 13.7, subject to applicable laws, Voltx Power shall be entitled to recover all Charges and other amounts accrued up to the termination date and any reasonable, directly attributable costs or losses arising from the early termination. From the Customer. Voltx Power reserves the right to put the Customer under Out of Contract Rates. During any such Out of Contract Rates period, Voltx Power shall be entitled to charge the Customer for all electricity supplied at the applicable out-of-contract rates published on Voltx Power's website from time to time (the "Out of Contract Rates"), together with any applicable pass-through charges, taxes, levies and other amounts payable under this Agreement

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

13.9. Your Property becomes Green Deal Premises.

13.10. 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. Deemed Contract Rates**: Deemed Contract Rates shall apply where Voltx Power supplies electricity to a Property in the absence of a valid supply agreement, including where a Customer occupies a Property already supplied by Voltx Power. Such rates shall apply from the date Supply commences and shall continue until a formal supply agreement takes effect or Supply ceases.

**15.2. Out-of-Contract Rates**: Out-of-Contract Rates shall apply following expiry of a Fixed Term Agreement where the Customer has not entered into a new agreement and has not transferred Supply to another supplier. The Customer shall remain liable for all Charges at the applicable Out-of-Contract Rates until a new agreement takes effect or Supply ceases.

**15.3. Applicable Rates and Terms**: The Deemed Contract Rates and Out-of-Contract Rates applicable from time to time shall be those published on the Voltx Power website. Supply under such rates shall be subject to these Terms and Conditions and any applicable terms published on the Voltx Power website, as reviewed and amended by Voltx Power from time to time. The Customer shall be charged at the rates applicable during the relevant period of Supply.

**15.4. Notice to Switch Supplier**: A Customer supplied under a Deemed Contract or on Out-of-Contract Rates shall give Voltx Power not less than one (1) calendar month's prior notice of its intention to transfer Supply to another supplier. The Customer shall remain liable for all Charges arising up to and including the effective date of the transfer.

15.5. 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.

15.6. When we permanently disconnect the supply of Energy to your Property;

15.7. 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. Contract End Date and Customer Responsibility**: The Contract End Date is specified in the Contract Particulars and may also be shown on the Customer's monthly invoice. The Customer is responsible for monitoring the Contract End Date and, if it wishes to continue Supply under a Fixed Term Agreement, must enter into a renewal agreement no later than one (1) month before the Contract End Date. Voltx Power may, at its sole discretion, accept a renewal request received after that date.

**16.2. Renewal Communications**: Voltx Power may, as a courtesy, contact the Customer up to three (3) months before the Contract End Date with a renewal offer or reminder. Any failure or delay by Voltx Power in doing so, or any failure by the Customer to receive such communication, shall not extend the Fixed Term Period, alter the Contract End Date or give rise to any liability on the part of Voltx Power.

**16.3. No Automatic Renewal**: This Agreement shall not renew automatically. Any renewal shall require the Customer's express acceptance and Voltx Power's acceptance of the completed renewal agreement.

**16.4. Expiry and Out-of-Contract Rates**: If a renewal agreement has not taken effect by the Contract End Date, the Fixed Term Agreement shall expire on that date and the Customer shall thereafter be supplied at the applicable Out-of-Contract Rates until a new agreement takes effect or Supply ceases.

**16.5. Late and Retrospective Renewals**: Any renewal agreed after the Contract End Date shall take effect from the date specified by Voltx Power. A renewal shall not apply retrospectively unless expressly agreed by Voltx Power in writing. Where Voltx Power agrees to apply a renewal retrospectively, it may do so only in respect of a billing period that remains open at the time the renewal is processed. Once the relevant billing period has closed, Voltx Power shall not be obliged to amend or reissue invoices, issue credit notes or retrospectively apply revised rates, except where required by applicable law or Industry Rules.

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

### TPI Authority for Renewal

16.7. Where a TPI has been authorised by the Customer to act in connection with renewal of the Agreement, Voltx Power may provide renewal quotations and related information only to that TPI within the scope of its valid LOA.

16.8. Where another TPI subsequently requests renewal rates or seeks to act on the Customer's behalf, Voltx Power shall not be required to provide such information or proceed with that TPI unless the Customer provides express written confirmation authorising the new TPI and, where applicable, withdrawing or superseding the previous authority.

16.9. Where more than one valid or apparently valid LOA exists in relation to the same renewal, Voltx Power may require direct confirmation from the Customer as to which TPI is authorised to act before issuing or progressing any renewal quotation. The provision of renewal rates or quotations to a TPI shall not constitute acceptance of a renewal or create a binding agreement unless and until the renewal has been accepted in accordance with the renewal provisions of this Agreement.

## 17. Objections to Transfer

Voltx Power may, in accordance with applicable industry rules and procedures, object to a Customer's transfer to another supplier where:

a) the Customer has outstanding and undisputed charges equivalent to more than one monthly billing cycle and such sums remain unpaid following any applicable payment due date; or

b) the Customer remains within a fixed Contract Term and is not otherwise entitled to terminate the relevant Supply Contract or transfer to another supplier. For the avoidance of doubt, the existence of an unpaid final invoice or the most recent invoice alone shall not automatically give rise to an objection. Nothing in this clause shall oblige Voltx Power to object to a transfer. Voltx Power may, at its sole discretion and subject to applicable laws, regulations and industry codes, elect not to object and permit the transfer to proceed notwithstanding the circumstances set out above. Voltx Power shall provide such assistance and information as may reasonably require in connection with any objection raised under this clause.

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

17.7. 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.

17.8. 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 and Force Majeure

18.1 Except for any liability which cannot lawfully be excluded or limited, neither party shall be liable to the other for any indirect, consequential or special loss, or for loss of profit, revenue, business, anticipated savings or goodwill arising out of or in connection with this Agreement.

18.2 Subject to Section 18.1 above, each party's aggregate liability arising out of or in connection with this Agreement shall not exceed actual amount paid or payable by Customer to Voltx Power.

18.3 the above limitation shall not apply to liability arising from fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability which cannot lawfully be excluded or limited.

18.4 Nothing in this clause shall affect any rights or remedies available to either party under applicable law.

18.5 Voltx Power shall not be liable for any liability arising out of :

a. DNO outages

b. National Grid failures

c. Transmission failures

d. Meter failures caused by third parties

### Force Majeure

18.6.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement, other than payment obligations, to the extent caused by a Force Majeure Event.

18.6.2. A "Force Majeure Event" means any event beyond the reasonable control of the affected Party which prevents or materially delays the performance of its obligations, including fire, flood, storm, natural disaster, war, terrorism, civil unrest, strikes other than those involving the affected Party's own workforce, failure or interruption of the transmission or distribution network, or any act, omission or requirement of a DNO, NESO, Ofgem or other competent authority.

18.6.3. A Change in Law shall constitute a Force Majeure Event only to the extent that it prevents or materially restricts performance of an obligation under this Agreement.

18.6.4. The affected Party shall notify the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event and its material effect, providing reasonable details of the event, its anticipated impact and, where known, its expected duration. The affected Party shall use reasonable endeavours to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

18.6.5. A Force Majeure Event shall not relieve the Customer of liability for Charges accrued before the event or for any applicable third-party, network, metering or industry Charges which continue to be incurred during the Force Majeure Event.

18.6.6. Where a Force Majeure Event materially prevents performance of a substantial obligation for a continuous period of 60 days, either Party may give not less than 30 days' written notice to terminate the affected Agreement, provided that termination shall not take effect before the expiry of 90 days from the commencement of the Force Majeure Event.

18.6.7. Instead of termination, the Parties may agree in writing to vary the Charges, Contract Term or any other affected provision of this Agreement to reflect the continuing impact of the Force Majeure Event. If the affected obligation resumes before the termination takes effect, the termination notice shall cease to have effect unless otherwise agreed in writing.

18.7. 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

18.8. 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.

### Additional Excluded Losses

18.9. 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);

18.10. 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

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

18.12. 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 Clauses 18.9 to 18.11.

18.13. 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.

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

## 19. Notices and Contact Details

19.1. The Customer should in the first instance visit www.voltxpower.co.uk/contact-us. For customer service: info@voltxpower.co.uk. For complaints: wecare@voltxpower.co.uk or +44 1908 772312 (Monday–Friday, 9am–5pm).

19.2. Details of Voltx Power's complaints procedure, including referral rights to the Energy Ombudsman, and the default tariff, are available at www.voltxpower.co.uk/terms-and-conditions.

Voltx Power Limited, Ground Floor, 602 S Seventh Street, Milton Keynes, MK9 2GL, United Kingdom, or any replacement addresses that We notify to You.

### Notices

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.

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

## 20. Confidentiality and Data Protection

**20.1. Data Protection**: Voltx Power shall process personal data in accordance with the UK GDPR, the Data Protection Act 2018 and other applicable data protection legislation, as amended from time to time, and its Privacy Policy available at www.voltxpower.co.uk/privacy-policy.

**20.2. Use of Personal Data**: Voltx Power shall act as data controller in respect of personal data processed for the purposes of administering this Agreement and may process such data to provide the Supply, manage the Customer's account, billing and payments, comply with applicable law, Industry Rules and regulatory obligations, manage credit and fraud risk and for other purposes set out in its Privacy Policy.

**20.3. Sharing and International Transfers**: Voltx Power may disclose personal data to its service providers, Meter Operators, data service providers, credit reference and fraud prevention agencies, DNOs, industry bodies, regulators and any TPI or other third party duly authorised by the Customer.

20.4. Where personal data is transferred outside the UK, Voltx Power shall ensure that the transfer is made in accordance with applicable data protection legislation using an applicable adequacy arrangement or appropriate safeguard, including where appropriate the UK International Data Transfer Agreement, UK Addendum to the EU Standard Contractual Clauses or approved UK Binding Corporate Rules.

**20.5. Security and Data Rights**: Voltx Power shall maintain appropriate technical and organisational measures to protect personal data. Data-protection rights, enquiries or complaints may be submitted to the Data Protection Officer at dpo@voltxpower.co.uk.

**20.6. Confidentiality**: Each Party shall keep confidential all confidential information received from the other Party and shall not disclose it except where reasonably required to perform this Agreement, to professional advisers or service providers subject to appropriate confidentiality obligations, as required by law or a competent authority, or with the other Party's consent.

20.7. This confidentiality obligation shall continue following expiry or termination of this Agreement.

20.8. To the extent required or permitted in accordance with the Industry Rules and/or any Law;

20.9. To 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);

20.10. To 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);

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

20.12. as outlined in our Our 'Terms of Use and Privacy Policy' on this website;

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

20.14. the extent that the Confidential Information is in or lawfully comes into the public domain other than by breach of this Clause 23.

## 21. General

### 21.5. Objections to Assignment and Novation

The Customer shall not assign, transfer, novate or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of Voltx Power, such consent not to be unreasonably withheld or delayed. Voltx Power may assign or novate this Agreement to an affiliate or to a successor in connection with a sale, transfer or reorganisation of its business, provided that such transfer does not materially adversely affect the Customer's rights under this Agreement.

### Entire Agreement

This Agreement, together with the Contract Particulars and any documents expressly incorporated into it, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous discussions, negotiations, representations and agreements relating to that subject matter. Each party acknowledges that it has not relied on any statement or representation not expressly set out in this Agreement.

### Severability

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.

### Amendment or Variation

No amendment, variation or modification of this Agreement shall be effective unless made in writing and agreed by authorised representatives of both parties, except where Voltx Power is entitled to make a change under an express provision of this Agreement or where the change is required by applicable law, regulation, licence condition or Industry Rules.

### Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. Any waiver shall be effective only if given in writing and shall apply only to the specific circumstance for which it is given.

### Partnership

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.

### Sub-contracting

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.

### Third-Party Rights

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.

### Telephone Communications

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

## 22. Disputes

### Dispute Resolution

Any dispute or disagreement arising out of or in connection with this Agreement shall first be referred to the parties' authorised representatives for good-faith discussion and resolution. If the dispute is not resolved within 30 days, either party may refer the matter to the courts having jurisdiction under the Governing Law clause. Nothing in this clause shall prevent either party from seeking urgent interim or injunctive relief where necessary.

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

### Governing Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Subject to the Dispute Resolution clause, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with this Agreement.

## 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)