

## Terms and Conditions

Please take this letter as confirmation that Green Energy Consulting Limited (12640550) and Business Switch Gas and Electric Limited (11413164) trading as Green Energy Consulting of Former Coroners Court, Newcastle, NE1 3RQ is hereby appointed as our electricity, gas, MOP, DC/DA and water consultant.

These Terms and Conditions shall apply in respect of your request for Green Energy Consulting to act as your Broker (“the Broker/we/us/our”) to provide our Services.

You will be deemed to accept these Terms and Conditions by engaging with us.

We do not supply our Services to consumers (as defined in the Consumer Rights Act 2015).

### 1. Definitions:

In these Terms and Conditions, the following expressions have the following meanings:

“**Client/You/Your**” means the business to which our Services are to be provided. Where an individual enters into this Contract and/or the Supplier Contract on behalf of a business, that person confirms they have the authority to do so and to contractually bind that business:

“**Contract**” means the contract formed between you and us when you engage with us to appoint us as your Broker. The Contract will incorporate, and be subject to, these Terms and Conditions;

“**Contract Term**” means the period starting on the date the Contract comes into force, and continuing until our Services are complete;

“**Proposal**” means the selection of Supplier options for you to consider, which will set out the price for the Supplier Contract.

“**Services**” means the introduction of Supplier(s), the arrangement of the Supplier Contract with your chosen Supplier and any other services to be provided by us to you;

“**Supplier**” means any Supplier which provides

electricity, gas, new connections, MOP, DC/DA and/or water to you under a Supplier Contract;

“**Supplier Contract**” means the contract you will enter into with the Supplier directly for the provision of electricity, gas, new connections, MOP, DC/DA and/or water. This will be subject to different terms and conditions to those set out here; and

- 1.1. Any reference in these Terms and Conditions to:
  - 1.1.1 “writing” or “written” includes emails;
  - 1.1.2 you or us includes our respective employees, sub-contractors and introducers;
  - 1.1.3 any statute or provision of a statute will be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.2. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 1.3. Words imparting the singular number include the plural and vice versa. References to persons include corporations.
- 1.4. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
2. **The Contract:** Once you engage with us, a legally binding Contract will be formed between you and us which will incorporate, and be subject to, these Terms and Conditions.
3. **Termination:** The Contract between you and us will continue in force for the duration of the Contract Term. Either party may terminate the Contract at any time by giving written notice to the other. Please note this will not terminate the Supplier Contract, which is subject to separate terms.

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### 4. Our Obligations

- 4.1. The Services we provide are a paid service, but we collect our fees for these Services by collecting a commission directly from your chosen Supplier and is included within your billed electricity, gas, water, MOP, or DC/DA price with the relevant Supplier.
- 4.2. The final fee charged will depend upon the annual consumption, meter size, credit position, wholesale market movement, chosen supplier margin position, and term length.
- 4.3. The amount you pay will fluctuate with the consumption; if your consumption increases the amount you pay us will also increase and if your consumption falls the amount you pay us will reduce.
- 4.4. The fee will be paid directly to the Supplier by you, and the fee will then be paid to us by the Supplier.
- 4.5. The charge will be capped at a maximum of £0.030 per kWh and/or £0.75 standing charge uplift per day for the duration of the electricity or gas supply contract.
- 4.6. The charge will be capped at a maximum of 5% of annual spend for water supply retail agreements. The charge will be capped at a maximum of £500 per annum for MOP or DC/DA agreements.
- 4.7. The fee breakdown is available on request.
- 4.8. We reserve the right to waive the fee at our discretion.
- 4.9. Our Services will be as set out above.
- 4.10. Before you agree on a relevant solution, you must take independent legal advice.
- 4.11. We may also quote to provide you with additional, chargeable Services. We will obtain your written approval to proceed with such chargeable works. All invoices are payable in full within 30 days from the date of invoice.

### 5. Your Obligations

- 5.1. You agree to provide us with such information and authorisation as we may need, in sufficient time for us to be able to provide our Services.

- 5.2. You confirm that the information you provide will be accurate and complete and that you are acting with the authority necessary to enter into your chosen Supplier Contract.

- 5.3. We will present various options to you for Supplier prices which you can choose from. It is your sole responsibility to read such Supplier Contracts fully and to choose the Supplier Contract you consider to be most appropriate. The decision rests with you and we will have no responsibility for this.

### 6. Liability

- 6.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of this Contract or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2. Nothing in this Contract seeks to exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 6.3. Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 6.4. You acknowledge that, in entering into this Contract, you do not rely on any representation, warranty or other provision except as expressly provided in the Contract. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7. **Data Protection:** Both parties agree to comply with all applicable prevailing data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments thereto.

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### 8. Relationship of the Parties

- 8.1. Nothing in the Contract will create, or be deemed to create, a partnership, employment or agency relationship between you and us. We will act only as your Broker and we will not be an agent of yours or the Supplier's in any capacity.
- 8.2. Neither party will have (or will hold itself out as having) any authority or capacity whatsoever to bind the other party in any way or incur any form of liability on the other party's behalf.

### 9. Supplier Specific Terms

- 9.1. We acknowledge and agree that Green Energy Consulting will receive commission from our appointed energy supplier in consideration for introducing our energy supply contract.
- 9.2. The commission shall be incorporated into the energy supply unit rates we agree with the energy supplier as a p/per kWh price uplift and/or as a fixed price (£) uplift to the standing charge, for the duration of the energy supply contract.
- 9.3. The applicable uplift for our energy supply contract is capped at a maximum of £0.030 per kWh and/or £0.75 standing charge uplift for the duration of the energy supply contract.
- 9.4. Details of the applicable uplift, including how they are calculated, have been confirmed to us within this agreement by Green Energy Consulting and are agreed by us.
- 9.5. We acknowledge that quotations may be provided subject to credit check, and that the energy supplier may reject any contract due to credit position.

### 10. Other Important Terms

- 10.1. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.
- 10.2. We may, without your prior consent, assign, transfer, charge, sub- contract or deal in any

other manner with all or any of our rights or obligations under this Contract.

- 10.3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such party will be entitled to enforce any provision of the Contract.
- 10.4. These Terms and Conditions together with the Contract contain the entire agreement between you and us and can only be modified if this is agreed in writing between us.
- 10.5. If either party fails to exercise their rights under the Contract, or fails to enforce their rights following a breach of contract by the other party, it is a one-off, not a waiver, and does not mean they waive their right to subsequently do so.
- 10.6. Should one or more of the provisions of this Contract be found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) will be deemed severed from the remainder of the Contract, which will remain valid and enforceable.
- 10.7. Notices will be deemed to have been duly received and properly served 24 hours after an email is sent, or 3 working days after the date of posting of any letter. In proving the service of a n y notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address.
- 10.8. Both parties agree to comply with all applicable data protection legislation including, but not limited, to the Data Protection Act 2018, the General Data Protection Regulation 2016 and any subsequent amendments to them. We may need to share your details with third parties such as Suppliers, credit reference agencies, or to comply with our regulations, however, we will do so only in accordance with the data protection legislation.

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- 11. Law & Jurisdiction:** These Terms and Conditions will be governed and construed in all respects in accordance with the laws of England and Wales, and each party submits to the exclusive jurisdiction of the courts of England and Wales.
- 12. Modern Slavery**  
You will comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015. 12.2. We may terminate this agreement with immediate effect by giving written notice to you if you commit a breach (or in our reasonable opinion) a suspected breach of this clause.
- 13. Confidentiality**  
This agreement is confidential and shall not be disclosed by either party to any third party without the prior written consent of the other except where and to the extent that such disclosure is reasonably required by a Competent Authority.
- 14. Force Majeure:** We shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.
- 15. Contact Details:** You can us through the following methods:  
Tel: 0191 300 63 63  
Email: hello@greenenergyconsulting.co.uk,  
Post: Former Coroners Court, Close,  
Newcastle, Tyne and Wear, NE1 3RQ.
- 16. Complaints:** If you wish to register a complaint, please write to Green Energy Consulting, Former Coroners Court, Close, Newcastle, Tyne and Wear, NE1 3RQ, telephone 0191 300 6363, or alternatively please email hello@greenenergyconsulting.co.uk.
- A summary of our internal complaints handling procedures is available on request. If you are a microbusiness customer, then you have the right to escalate any complaint to the ADR Scheme operated by Ombudsman Services (Clause 19).
- 17. Renewable Energy:** We are committed to help our clients reach net zero by 2050, or sooner if they have such policies in place. If a quotation is indicated as renewable, then this may be offset by the chosen supplier or by us annually. If the quotation is offset by the chosen supplier, a renewable energy certificate will be provided upon request. If the quotation is offset by us, a certificate will be provided by the chosen scheme upon request.
- 18. Termination Notice:** It remains your responsibility to ensure that termination notice is submitted to the current electricity, gas, water, MOP, or DC/DA supplier. We will only submit termination notice upon explicit request from you.
- 19. Ombudsman Services - ADR Scheme**  
The Third Party Intermediary Alternative Dispute Resolution (ADR) Scheme goes live on 01 December 2022. The ADR Scheme is available to non-domestic microbusiness customers who meet the following definition:  
*A non-domestic consumer is defined as a microbusiness if they: employ fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet no greater than £2 million; or. uses no more than 100,000 kWh of electricity per year; or. uses no more than 293,000 kWh of gas per year*
- The ADR Scheme is operated by Ombudsman Services, who provide an independent and impartial Alternative Dispute Resolution service that is free for customers to use.

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### 20. Ombudsman Services – ADR Scheme, Cont.

We have to accept dispute resolutions proposed by Ombudsman Services, but our customers have the choice to reject them. If we are unable to address your complaint, you have the right to raise a dispute with Ombudsman Services as the designated Alternative Dispute Resolution (ADR) provider.

This may be in the following situations where the complaint:

- a) reached a “deadlock” position, where the parties involved aren’t able to agree a resolution and have reached the end of the complaint process; or
- b) been unresolved for more than eight weeks.

Ombudsman Services can be contacted using the following details:

Web: [www.ombudsman-services.org](http://www.ombudsman-services.org)  
Post: Ombudsman Services: Energy, P.O.  
Box 966, Warrington, WA4 9DF  
Phone: 0330 440 1624  
Email: [enquiry@ombudsman-services.org](mailto:enquiry@ombudsman-services.org)