

Terms  
**Conditions**

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SmartestEnergy Limited

**Standard Electricity Supply Contract**

Terms & Conditions

Fixed Half Hourly Electricity Supply



Standard Fixed Version 2009-3.0

[www.smartestenergy.com](http://www.smartestenergy.com)

## **1 Conditions Precedent To The Supply**

1.1 It shall be a condition precedent to Smartest's Supply to the Customer that:

- (a) Service Providers have been appointed for each Supply Point in accordance with Industry Rules;
- (b) Smartest becomes validly appointed as, or is, the Registrant in respect of each Supply Point;
- (c) the Customer provides Smartest with a validly completed and effective direct debit mandate form in respect of the Charges;
- (d) a Meter that supports the charging structure of the Supply Contract is validly installed at the Site; and
- (e) the Customer has infrastructure in place that allows each Supply Point at the Site to be connected to the distribution system and energised.

1.2 Smartest shall be entitled in its sole discretion by notice in writing to the Customer to waive in whole or in part satisfaction of all or any of the Conditions Precedent.

1.3 Smartest's obligation to Supply shall cease in relation to a Site or Supply Point, or at Smartest's option, all Sites and Supply Points, if any of the Conditions Precedent are not satisfied or cease to be satisfied in any respect.

## **2 The Supply Contract**

2.1 These Terms and Conditions shall, together with the duly executed Proposal Document, apply to and be incorporated into the Supply Contract, which shall take precedence over any inconsistent or conflicting specification or other

document supplied by the Customer, or implied by law, trade, custom, practice or course of dealing. As between the documents that comprise the Supply Contract, the following order of precedence shall apply: the main body of the Proposal Document, then any appendices forming part of the Proposal Document, then these Terms and Conditions.

2.2 The Proposal Document constitutes a binding offer by the Customer to purchase the Supply. No offer made by the Customer shall be deemed to have been accepted by Smartest other than by a written acknowledgment issued by Smartest in accordance with the Protocol.

2.3 Smartest agrees to provide the Supply to the Customer, and the Customer agrees to pay for such Supply, on the terms of the Supply Contract.

## **3 National Terms of Connection**

3.1 Your supplier (Smartest) is acting on behalf of your (the Customer's) network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## **4 Information**

4.1 The Customer shall provide to Smartest such Information as Smartest may reasonably request,

including so as to enable Smartest to calculate and if necessary update the Annual Estimate of Costs. On request Smartest shall provide the Customer with a written copy of the Annual Estimate of Costs.

- 4.2 The Customer appoints Smartest as its agent for the purpose of obtaining such Information as Smartest may require to commence, maintain or continue the Supply.
- 4.3 The Customer shall provide to Smartest no less than 28 (twenty-eight) days written notice of any proposed or likely Change of Control. Subject to any confidentiality restrictions, the Customer shall promptly provide all further information and documentation that Smartest may reasonably request in relation to such Change of Control.
- 4.4 The Customer shall notify Smartest of any electricity generating units installed at the Site from time to time.

## **5 Customer Warranties and Covenants**

- 5.1 By entering into the Supply Contract, the Customer represents, undertakes and warrants that:
- (a) all Information provided to Smartest or its Agent by or on behalf of the Customer and any Information that Smartest has, to the Customer's knowledge, otherwise obtained is true and accurate and in particular that the Forecast Consumption Data provided by or on behalf of the Customer will allow Smartest to make an accurate estimate of the Customer's consumption for the Supply Period;
  - (b) it has complied with the Industry Rules (insofar as applicable to it);
  - (c) it is party to a Connection Agreement in

respect of the Site;

- (d) the Site does not constitute domestic premises; and
  - (e) the Site has a half hourly Meter, which meter is compliant with the Industry Rules.
- 5.2 The Warranties shall be deemed to be repeated by the Customer on each day of the period between the Effective Date and the date on which Smartest ceases to be the Registrant and the Customer shall monitor the continued accuracy of the Warranties and inform Smartest as soon as is reasonably practicable should any Warranty become (or be likely to become) untrue, inaccurate or misleading.
- 5.3 The Customer agrees with Smartest that it shall not at any time take electricity at any Supply Point exceeding the Maximum Supply Capacity. Should the Customer wish to increase the Maximum Supply Capacity it shall not do so without the prior written consent of Smartest. Smartest's consent will be conditional on the Customer agreeing revised Charges but subject to such agreement, Smartest's consent shall not be unreasonably withheld.
- 5.4 Subject only to clause 14 (Force Majeure) and any own generation on the Site, the Customer agrees to take its total requirement for electricity at the Site during the Registrant Period from Smartest.

## **6 Registration**

- 6.1 Subject to compliance by the Customer with its obligations under the Supply Contract, Smartest shall use its reasonable endeavours to Register each Supply Point in Smartest's name, and the Customer shall provide such assistance as is reasonably required by Smartest to enable Smartest to so Register each Supply Point.

6.2 If Smartest has not been able to so Register any Supply Point within 40 (forty) Business Days of the Intended Commencement Date for that Supply Point, Smartest reserves the right to terminate the Supply Contract in respect of the Supply Points in question in accordance with clause 16.4(l).

## **7 Appointment of Service Providers**

7.1 Subject to having given Smartest 25 (twenty-five) Business Days' prior notice of its intention, the Customer may at any time:

- (a) directly appoint Service Providers in relation to the Site; or
- (b) nominate Service Providers for Smartest to appoint in relation to the Site.

7.2 Unless and until the Customer exercises its rights under clause 7.1, Smartest shall be entitled to appoint Service Providers of its choice.

7.3 If the Customer appoints or nominates Service Providers in accordance with clause 7.1, the Customer will

- (a) ensure that such Service Providers act at all times in accordance with good industry practice, in accordance with all Industry Rules and in accordance with all applicable laws; and
- (b) indemnify Smartest against all costs, claims, proceedings or demands Smartest incurs as a result of any fault or failure in the Meter or any act or omission of the Customer or any of the appointed Service Providers.

## **8 Contract Term**

8.1 The Supply Contract shall commence on the Effective Date and, unless terminated in accordance with clause 16 or clause 20.1, shall expire on the date that Smartest ceases to be the

Registrant for the last remaining Supply Point.

## **9 Sites and Supply**

9.1 The Customer may not:

- (a) add a Site or Supply Point to the Supply Contract without having first given Smartest at least 25 (twenty-five) Business Days' prior written notice and without first having obtained the prior written consent of Smartest (which consent may be withheld at Smartest's discretion);
- (b) remove a Supply Point from the Supply Contract (whether as a result of transferring the supply to an electricity supplier other than Smartest, requiring the permanent Isolation of the Supply Point, selling or vacating the Site, or otherwise) without having first given Smartest at least 25 (twenty-five) Business Days' prior written notice and without:
  - (i) in the case of transferring the supply to an electricity supplier other than Smartest) first having obtained the prior written consent of Smartest (which consent may be withheld at Smartest's discretion); or
  - (ii) (in the case of sale or vacation) including in such notice details of the new owner or occupier for the Site.

9.2 Where Smartest consents to the addition of a Site or Supply Point pursuant to clause 9.1(a), the Intended Commencement Date for that Site or Supply Point shall be as set out in an additional

Proposal Document that the parties shall execute in respect of such Site or Supply Point (or in such other document that Smartest shall stipulate), and such Site or Supply Point shall be subject to clauses 1 and 6.

- 9.3 Where the Customer fails to give 25 (twenty-five) Business Days' prior written notice in accordance with clause 9.1(b) (and/or fails to comply with the requirements of clause (i) or(ii)), the Customer shall continue to be liable for the Charges in respect of the electricity supplied to the Supply Points in question until such notice has been given (in compliance with clause (i) or (ii) where applicable).
- 9.4 The Supply shall be deemed to be delivered at each Supply Point and rights and risks in the Supply shall pass to the Customer on delivery and (without limiting the generality of the foregoing) in particular any losses suffered at or beyond any Supply Point shall be at the risk of and for the account of the Customer.
- 9.5 The Supply to the Site is delivered through infrastructure operated by third parties (such as the Distributor) and the Customer acknowledges that Smartest has no control and no obligation in relation to that infrastructure and Smartest does not guarantee that the third parties will deliver electricity to the Supply Points at all times nor that the electricity delivered will be free of brief variations in voltage or frequency. If the Customer needs a continuous supply of electricity the Customer should consider providing the Customer's own emergency back up supply.

## 10 Charges

- 10.1 From the Commencement Date until the End Date the Charges shall include an energy rate at the Energy Rate. If and for so long as Smartest remains the Registrant in respect of any Supply

Point after the End Date, the Charges shall include an energy rate at the Default Rate. For the avoidance of doubt, the Charges shall (whether before or after the End Date) include the Additional Charges.

- 10.2 Smartest shall be entitled to recover additional costs or losses (not expressly included within the Charges) incurred or suffered by it in relation to or incidental to the Supply, including and in respect of any of the following:
- (a) if at any time during any Billing Period the Customer's actual consumption of electricity for any Site exceeds the Maximum Supply Capacity for such Site;
  - (b) after the giving of a notice to terminate the Supply Contract or the Supply to the Site or any Supply Point, in respect of the period commencing on the date on which the notice takes effect and ending at the end of the Registrant Period for the relevant Site or Supply Point(s);
  - (c) should Smartest (acting reasonably) consider that the Information provided to it, or obtained by it, is misleading or no longer true or accurate;
  - (d) the imposition, or variation in the rate, of any tax, levy, duty, tariff or impost (including any energy-related duty such as (as a non-exhaustive example) the Climate Change Levy) or of any cost related to obligations to which Smartest is subject (such as (as a non-exhaustive example) the Renewables Obligation);
  - (e) any amounts payable by Smartest, or costs arising, as a result of any change in law (including changes in the interpretation of laws), or of any change in Industry Rules or of any directions or

requirements of the Secretary of State, or of any fundamental change in the structure of (or manner of calculating) third party charges (including those of the Distributor), or of any charge introduced by the Authority or pursuant to the Industry Rules;

- (f) any amounts payable by Smartest to any Service Provider (whether appointed by Smartest or by the Customer) or to the Distributor;
- (g) any losses or costs incurred by Smartest as a result of the Customer not paying any invoices by cleared funds within the payment period set out in the relevant invoice;
- (h) where the Customer fails to pay by direct debit;
- (i) in addition to Smartest's rights as set out in clause 6.2 (and provided that Smartest has complied with its obligations in clause 6.1), the costs and losses incurred or suffered by Smartest in respect of any period between the Intended Commencement Date and Smartest becoming the Registrant for the Supply Point in question (the **Registration Delay Period**), including the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply during the Registration Delay Period and/or the loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply during the Registration Delay Period;
- (j) the costs and losses incurred or suffered by Smartest as a result of any Warranty

proving to have been false, inaccurate or misleading at the time it was made or repeated (including as a result of any inaccuracy in the Forecast Consumption Data, in which case Smartest's costs may include the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply, the cost of entering into new energy trades for electricity that Smartest did not expect to Supply, and the cost of any imbalance charges under the Industry Rules, and Smartest's losses may include loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply);

- (k) the costs and losses incurred or suffered by Smartest as a result of the Supply Contract being terminated by Smartest in accordance with clause 16.1 or 16.4 prior to the End Date, including the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply prior to the End Date and/or the loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply prior to the End Date;
- (l) the costs and losses incurred or suffered by Smartest as a result of a Supply Point being removed from the Supply Contract (as described in clause 9.1(b)) prior to the End Date, including the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply prior to the End Date and/or the loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply prior to the End Date; and

- (m) if the Meter has to be changed or modified because it cannot provide the information necessary to record the consumption of electricity in accordance with the Industry Rules.

- 10.3 The Customer shall indemnify Smartest in respect of the Charges and any of the additional costs or losses specified or otherwise referred to in clause 10.2.
- 10.4 Should Smartest seek to recover any additional costs in accordance with clause 10.2, it shall (to the extent practical) provide the Customer reasonable access to its workings.
- 10.5 Where relevant, the Customer shall send completed Supplier Certificates to Smartest's registered office (or such other address as Smartest notifies to the Customer), to be received at least 5 (five) Business Days prior to their stated start date. The Customer accepts that relief from Climate Change Levy cannot be backdated and Smartest accepts no liability for late receipt of Supplier Certificates.
- 10.6 Without prejudice to the specific requirements of clause 12.3, the Customer shall pay any VAT applicable to any amounts due under the Supply Contract.

## 11 Security Deposit

- 11.1 Smartest may from time to time make an appraisal of the Customer's Credit Rating and may, from time to time, update that appraisal and monitor and record information relating to the Customer's trade credit performance. As part of any such appraisal Smartest may make a search with a credit reference agency. The credit reference agency may keep a record of that search and may share information with other businesses. Such records may also be made available to credit reference agencies, who may

share that information with other businesses in assessing applications for credit and fraud prevention.

- 11.2 Should Smartest at any time during the period from the Effective Date until the date on which Smartest ceases to be the Registrant (the **Relevant Period**) have the benefit of credit insurance cover in respect of the Customer and should at any subsequent time during the Relevant Period Smartest cease to have the benefit of such cover, Smartest may request that the Customer provides (in which case the Customer shall provide) Eligible Credit Support of an amount specified by Smartest provided that such amount is no greater than one quarter of the latest Annual Estimate of Costs (a **Security Deposit**). Smartest shall not be obliged to account to the Customer for any interest earned on any Security Deposit held by Smartest other than as may be agreed in respect of cash.

## 12 Terms of Payment

- 12.1 Smartest shall issue an Invoice to the Customer in respect of each Billing Period. Invoices shall be issued by email or such alternative method as Smartest may elect.
- 12.2 Each Invoice shall be calculated by reference to Actual Data and Estimated Data only. Smartest shall use its reasonable endeavours to ensure that each Invoice is calculated by reference to Actual Data for as much of the relevant Billing Period as is reasonably possible. If Actual Data has not been provided in respect of the whole of the Billing Period, Smartest shall use Estimated Data in respect of the periods not supported by Actual Data. In calculating the Estimated Data Smartest shall, without limitation, take account of any Consumption Data provided to Smartest to the extent that Smartest, in its reasonable opinion, believes it to be accurate. Smartest shall

also use Estimated Data where it considers (acting reasonably) that the Actual Data is inaccurate or incomplete. Any information or calculation in any Invoice that is not prepared wholly by reference to Actual Data shall be updated and amended in subsequent Invoices after the relevant Actual Data becomes available (including on reconciliation of any Actual Data pursuant to the Industry Rules). If any element of the Charges is either wrongly omitted from or wrongly included in an Invoice, then Smartest will issue a credit note or a debit note (as appropriate) as soon as practicable followed by a revised Invoice.

- 12.3 Subject to clause 12.4 the Customer shall pay each Invoice (without set off, deduction or counter claim) in full within 14 (fourteen) days after receipt of the Invoice, or otherwise as set out in the Proposal Document. All payments to be made by the Customer shall be in sterling and paid to Smartest by direct debit. All amounts stated to be payable under the Supply Contract are exclusive of any VAT, Climate Change Levy or any other tax chargeable on them. The Customer shall pay to Smartest any VAT, Climate Change Levy or any other tax properly chargeable to it in respect of any supply made to it under the Supply Contract provided that it shall first have received from Smartest an Invoice for that supply.
- 12.4 If any item or part of any item on any Invoice is disputed by the Customer at all times acting in good faith (a **Disputed Amount**), the Customer shall pay the undisputed items and/or parts of items in accordance with clause 12.3, and clause 12.5 shall apply in respect of the Disputed Amount.
- 12.5 If the Customer raises a dispute in accordance with clause 12.4, it shall give Smartest notice of the Disputed Amount and its reasons for raising

the dispute. The parties shall act in good faith to try to resolve the dispute within 5 (five) Business Days of the date of receipt of such notice. If the parties fail to agree a figure for the Disputed Amount, the matter shall be determined in accordance with clause 21.

- 12.6 Any Disputed Amount shall be paid by the Customer in accordance with clause 12.3 within 2 (two) Business Days of the dispute being resolved pursuant to clause 12.5 or the determination of the dispute pursuant to clause 21 or otherwise.
- 12.7 If the Customer fails to pay to Smartest any amount due under the Supply Contract, save for a Disputed Amount pending resolution of that dispute, Smartest shall be entitled to charge interest on such outstanding amount at the rate equal to the base lending rate of Barclays Bank plc applicable from time to time plus 3%. Such interest shall accrue on a daily basis from the due date to the date payment is made and shall be compounded monthly.
- 12.8 Notwithstanding clause 12.7, Smartest may in the alternative (at its discretion) claim interest and the fixed administrative sum under the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.9 If the reference interest rate specified in clause 12.7 ceases temporarily or permanently to be published then the party owed the money may substitute a rate which it considers in good faith to be equivalent to that rate published by a London clearing bank.

## 13 Meters and Equipment

- 13.1 In the event that either party disputes the accuracy of any Meter, the Customer shall promptly arrange for such Meter to be inspected and tested in accordance with the Industry Rules and any other relevant law. If the Meter is found to

- be operating within the relevant limits of accuracy, the cost of the inspection shall be borne by the party who disputed its accuracy. If not, Smartest (or, where the Customer has appointed or nominated the Meter Operator pursuant to clause 7.1, the Customer) shall bear the costs of the inspection and repair.
- 13.2 The Customer shall grant (or procure the granting of) Access Rights to any Agent for any purpose connected with the Supply Contract (and such access shall be safe and reasonable), including but not limited to Smartest's rights pursuant to clause 16 to Isolate the Site or any Supply Point.
- 13.3 If either Smartest or its Agent attempts to exercise the Access Rights but is prevented from doing so, the Customer shall be liable for (and shall on demand pay) all costs associated with the attempt to exercise the Access Rights and/or resulting from the inability to exercise the Access Rights.
- 13.4 The Customer shall give Smartest no less than 25 (twenty-five) Business Days' prior written notice of any changes to any Meter or of any Service Provider appointed by the Customer.
- 13.5 The Customer shall notify Smartest and the Distributor as soon as possible if there has been damage to or interference with any Meter, and the Customer shall provide Smartest with all information that Smartest reasonably requires (either in its own capacity or on behalf of the Distributor) to assess the cause, nature and effect of the damage or interference. If the Customer wilfully damages or unlawfully interferes with any Meter, Smartest may immediately terminate the Supply Contract pursuant to clause 16.4(e), and the Customer shall indemnify Smartest for all costs reasonably incurred as a result of such damage or interference.
- 13.6 The Customer shall notify the Distributor as soon as possible if a loss of supply causes, or is likely to cause, an emergency or a situation in which people or property are likely to suffer damage.
- 13.7 The parties agree that the Meter need not be certified in accordance with schedule 7 to the Act.
- ## 14 Force Majeure
- 14.1 Neither party shall be liable to the other for any delay or failure to fulfil its obligations under the Supply Contract due to the occurrence of an event of Force Majeure provided that:
- (a) the parties shall not be relieved by reason of Force Majeure from any obligation to indemnify or make any payment under the Supply Contract, provided that the Customer will be under no obligation to make payments of any element of the Charges that directly relate to consumption of electricity in respect of any period of time during which no electricity is actually supplied as a result of Force Majeure; and
- (b) the party claiming to be affected by Force Majeure shall take all reasonable measures to mitigate and/or remedy the effects of the Force Majeure as soon as possible.
- 14.2 The party claiming to be affected by Force Majeure shall promptly notify the other party: (a) of the nature of the Force Majeure, the expected duration of the Force Majeure, and the measures it is taking to remedy and/or mitigate the effects of the Force Majeure; and (b) when the Force Majeure ceases to have effect.
- 14.3 If Smartest claims to be affected by an event of Force Majeure, and for the period during which Force Majeure prevents Smartest from supplying electricity hereunder, the Customer may, as a

temporary relaxation of clause 5.4, obtain supplies of electricity to the Site from other sources.

## 15 Liability

15.1 Subject to clause 15.4 each party's only liability to the other party (whether for breach of contract, in tort or otherwise) under or in connection with the Supply Contract shall be for physical damage to property.

15.2 The maximum liability of either party to the other party (whether for breach of contract, in tort or otherwise) under or in connection with the Supply Contract shall not exceed, per incident or series of related incidents, the lower of: (a) an amount equal to six months of the Annual Estimate of Costs; and (b) £1million.

15.3 Subject to clause 15.4 and save where otherwise expressly set out in the Supply Contract, neither party will be liable to the other party (whether for breach of contract, in tort or otherwise) under or in connection with the Supply Contract for:

- (a) Economic Loss (save for any interest payable pursuant to clause 12.7 or 12.8);
- (b) indirect or consequential loss or damage of any nature; or
- (c) any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty, calculated by reference to profits, income, production or accruals or reduction of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

15.4 Nothing in the Supply Contract shall exclude or limit the liability of either party to the other party:

- (a) for death or personal injury resulting from

negligence or for fraudulent misrepresentation;

- (b) as regards any obligation owed by either party under the Industry Rules or any law (but only to the extent that any such obligation is owed by one party to the other party and the Industry Rules or law expressly prevents the relevant party from limiting its liability for failure to perform such obligation);

- (c) as regards any obligation to pay monies due under the Supply Contract; or

- (d) in relation to any indemnity given under the Supply Contract.

15.5 The Customer shall indemnify Smartest and keep Smartest indemnified from and against all costs, claims, demands or expenses incurred by Smartest as a consequence of the failure by the Customer to comply with the Supply Contract or the Industry Rules or as a result of any act, omission or default of the Customer relating to any agreement from time to time in place with any third party including, but for the avoidance of doubt not limited to, any agreement with a Service Provider.

15.6 Each party hereby acknowledges and agrees that the provisions of this clause 15 are fair and reasonable having regard to the circumstances as at the Effective Date.

## 16 Suspension or Termination

16.1 If either party (the **Defaulting Party**) is in material breach of the Supply Contract and such material breach is not capable of being remedied then without prejudice to any other rights or remedies that either party may have, the party that is not in default (the **Non-Defaulting Party**) may terminate the Supply Contract by giving the Defaulting Party notice to that effect and

- specifying the termination date (the **Termination Notice**), such termination date to be not less than 2 (two) Business Days after the date of the Termination Notice.
- 16.2 If either party (the **Defaulting Party**) is in material breach of the Supply Contract and such material breach is capable of being remedied then without prejudice to any other rights or remedies that either party may have, the party that is not in default (the **Non-Defaulting Party**) may give the Defaulting Party notice requiring that such breach be remedied (the **Remedy Notice**).
- 16.3 The Customer may terminate the Supply Contract on written notice with immediate effect if:
- (a) Smartest, as the Defaulting Party, has failed to remedy, within 10 (ten) Business Days of receipt of the Remedy Notice and to the Customer's reasonable satisfaction, the breach specified in the Remedy Notice;
  - (b) any sum payable by Smartest under the Supply Contract is not paid within 10 (ten) Business Days of its due date for payment;
  - (c) Smartest is subject to an Insolvency Event; or
  - (d) an event of Force Majeure subsists for a period exceeding 30 (thirty) days.
- 16.4 Smartest may arrange for the Site or for any or all of the Supply Points to be Isolated, and/or may terminate the Supply Contract on written notice with immediate effect, if:
- (a) the Customer, as the Defaulting Party, has failed to remedy, within 10 (ten) Business Days of receipt of the Remedy Notice and to Smartest's reasonable satisfaction, the breach specified in the Remedy Notice;
  - (b) any sum payable by the Customer under the Supply Contract is not paid within 10 (ten) Business Days of its due date for payment;
  - (c) any Warranty proves to have been false, inaccurate or misleading at the time it was made or repeated;
  - (d) the Customer is subject to an Insolvency Event;
  - (e) the Customer wilfully damages, or unlawfully interferes with, any Meter;
  - (f) an event of Force Majeure subsists for a period exceeding 30 (thirty) days;
  - (g) any Licence or consent relevant to the Supply expires, is terminated or is revoked and is not replaced;
  - (h) where so required in accordance with clause 11.2, the Customer fails to provide or maintain any Security Deposit and such failure is not remedied within 5 (five) Business Days of the Customer being given notice of such failure;
  - (i) the Customer transfers a Site or Supply Point to an electricity supplier other than in accordance with clause 9;
  - (j) the Customer ceases to be the owner or occupier of a Site or requires the permanent Isolation of the Supply Points;
  - (k) the Customer sells or otherwise vacates the Site without providing Smartest with details of the new owner or occupier for the Site in accordance with clause 9; or
  - (l) Smartest is entitled to do so pursuant to clause 6.2.
- 16.5 The Supply Contract shall be automatically terminated in respect of any Site if a Last Resort

- Supply Direction (as defined in Smartest's Licence) is given to an electricity supplier other than Smartest in respect of such Site, the date of termination being the date on which the Last Resort Supply Direction was given.
- 16.6 Smartest or its Agent may arrange (and give notice) for the Site or for any or all of the Supply Points to be Isolated if Smartest considers that it is necessary in order to:
- (a) avoid danger or because a failure to Isolate would or might involve Smartest being in breach of any Industry Rules;
  - (b) avoid interference with supply to another person which Smartest reasonably believes may result from or be caused by the Customer's installation; or
  - (c) enable maintenance work to be carried out.
- 16.7 The requirement for Smartest to provide notice under clause 16.6 shall not apply where, in the opinion of Smartest, such Isolation is required to prevent damage or personal injury.
- 16.8 If Smartest Isolates any Supply Point pursuant to clause 16.4 or clause 16.6, the Customer shall be liable to reimburse Smartest the related costs, fees and expenses incurred by Smartest including, if applicable, reconnection of the Supply Point. Smartest will not reconnect the Supply Point until all monies (including interest charges) owed by the Customer to Smartest have been paid and/or the Customer has remedied any breach of the Supply Contract to Smartest's satisfaction.
- 16.9 Without prejudice to clause 16.10, after any termination pursuant to this clause 16, Smartest shall not be obliged to provide the Supply to the Site or the relevant Supply Point (as the case may be) but all obligations and warranties of the Customer and rights of Smartest hereunder shall continue to apply until the expiry of the Registrant Period.
- 16.10 The expiry or termination of the Supply Contract or any termination of Supply to the Site or any Supply Point, each in accordance with the terms of the Supply Contract, shall not affect any rights or obligations of either party which may have accrued prior to such date. In addition, the rights and obligations of each party under clauses 10, 12, 15, 19 and 21 shall survive such expiry or termination.
- 17 Good Quality CHP & Renewable Supply**
- 17.1 Smartest shall not be obliged to supply Good Quality CHP Energy or Renewable Energy unless the proportion is expressly stated in the Proposal Document or is otherwise agreed in writing with the Customer.
- 17.2 Notwithstanding clause 17.1, Smartest may at its discretion supply a proportion (being any absolute volume or percentage) of the Customer's requirements with either Good Quality CHP Energy or Renewable Energy. To the extent that Smartest's supplies to the Customer are Good Quality CHP Energy or Renewable Energy, Smartest shall continue to include in the Charges (and the Customer shall continue to pay) an amount in respect of the Climate Change Levy that would otherwise be due on such supplies.
- 17.3 Smartest makes the declarations in clauses 17.4 and 17.5 pursuant to paragraphs 19(1)B and 20A(3) of the Finance Act 2000 which require such declarations to be made in order that Smartest's supply to the Customer of any Renewable Energy or Good Quality CHP Energy is exempt from the Climate Change Levy. Such declarations impose no obligations on the

Customer.

17.4 The amount of Renewable Energy supplied by Smartest in each Averaging Period shall not exceed the difference between:

- (a) the total amount of Renewable Energy acquired or generated by Smartest during that Averaging Period; and
- (b) so much of that amount as is allocated by Smartest otherwise than to supplies of Renewable Energy made by Smartest in that Averaging Period.

17.5 The amount of Good Quality CHP Energy supplied by Smartest in each Averaging Period shall not exceed the difference between:

- (a) the total amount of Good Quality CHP Energy acquired or generated by Smartest during that Averaging Period; and
- (b) so much of that amount as is allocated by Smartest otherwise than to supplies of Good Quality CHP Energy made by Smartest in that Averaging Period.

## 18 Customer Transfer Process

18.1 Smartest may enter an objection under the customer transfer process and prevent an alternative supplier from Registering a Site:

- (a) if the Customer is in breach of any of the Customer's obligations under the Supply Contract, or the Customer arranges to transfer to an alternative supplier before the scheduled End Date;
- (b) if the Customer has not made a payment due under the Supply Contract;
- (c) if an alternative supplier attempts to Register the Site in error;

(d) if an alternative supplier attempts to Register one or more MPANs relating to the Site, but does not (where relevant) attempt to Register the other related MPANs relating to the same Site; or

(e) if an alternative supplier attempts to Register an MPAN where Smartest is the Registrant for such MPAN or associated MPAN.

## 19 Confidentiality

19.1 Subject to clause 19.2, each party undertakes to treat as confidential and not to, at any time, divulge to any person (other than any of its respective officers or employees or the respective officers or employees of any company in the recipient party's Group who require the same to enable them to properly carry out their duties) any of the contents of the Supply Contract or any information relating to the other party or its business or its affairs which came into its possession or any of its employees, agents or contractors as a result of or in connection with the Supply Contract (**Confidential Information**).

19.2 The restrictions imposed by clause 19.1 shall not apply to the disclosure of any Confidential Information:

- (a) which is now or subsequently comes into the public domain otherwise than as a result of a breach of clause 19.1;
- (b) which is required by the laws or regulations of any country with jurisdiction over the affairs of any company within the recipient party's Group; any order of a court of competent jurisdiction or by any competent judicial, governmental or regulatory body or any applicable regulatory organisation; or in accordance with the rules of any listing

authority or recognised stock exchange on which the shares of any company in the recipient party's Group are listed or traded;

- (c) to any consultants, banks, financiers or advisers to the disclosing party provided always that the disclosing party has first obtained enforceable undertakings binding the receiving parties to confidentiality in terms no less strict than the obligations imposed under the Supply Contract;
- (d) to the Authority or to the Secretary of State and their respective agents to enable the Authority and/or the Secretary of State to monitor developments in the energy market;
- (e) insofar as it relates to the name and address of any party to the Supply Contract or the location of any Site or Supply Point;
- (f) that is authorised for release by the written consent of the party to whom the information relates;
- (g) disclosed to or by credit reference agencies in the manner described in clause 11.1; or
- (h) which is necessary or desirable under any Industry Rule,

provided that in respect of paragraphs (b), (d) and (h) above, the disclosing party shall use all reasonable endeavours to first inform the other party in writing before any such disclosure is made.

- 19.3 Where relevant, each party shall be permitted to publicise the fact that the Supply Contract is for Renewable Energy or Good Quality CHP Energy

so long as the other party is kept fully informed of any such disclosure.

- 19.4 The Customer shall not make (and shall procure that no person connected with it nor any of its directors, officers or employees shall make) any public announcement concerning the subject matter of the Supply Contract without the prior written approval of Smartest, such approval not to be unreasonably withheld or delayed.

## 20 Change in Law

- 20.1 Subject to clauses 20.2 and 20.3, if there is a change in law (including changes in the interpretation of laws) or change to the Industry Rules, which materially and adversely changes or affects the operation and effect of the Supply Contract, the party so affected may notify the other party that it wishes to review the Supply Contract and the parties shall meet and seek to agree any consequential amendments. If the parties are unable to agree on such consequential amendments within 30 (thirty) days of the date of notice served under this clause, the party that requested to review may terminate the Supply Contract by giving 30 (thirty) days' notice in writing to the other party.

- 20.2 Without prejudice to clause 20.1 above, if any change is made to the Industry Rules, which in Smartest's reasonable opinion requires non-material changes to be made to the Supply Contract, then Smartest shall give the Customer written notice of the changes Smartest proposes to make. Any changes proposed in this matter shall be deemed to be accepted by the Customer 21 (twenty one) days from the date of the notice unless the Customer notifies Smartest that it wishes to dispute any proposed change and in which case clause 21 shall apply. Such change cannot give rise to a right to terminate under clause 20.1.

20.3 Smartest may issue a revised Supply Contract to the Customer to the extent reasonably required to take account of changes to the Industry Rules that affect Smartest's relationship with Distributors (whether such change is material or non-material) and the Customer will be deemed to accept such revision on receipt of the same. Such revision cannot give rise to a right to terminate under clause 20.1.

## **21 Dispute Resolution**

21.1 Any dispute arising out of or in connection with the Supply Contract that remains unresolved between the parties for a period of 10 (ten) days may be referred by either party for consideration by a senior manager or a director of each party (Dispute Notice). Any Dispute Notice shall be a written notice to the other party containing a statement setting out the facts relevant to the dispute.

21.2 If a Dispute Notice is served the parties shall meet to resolve the dispute in good faith within 15 (fifteen) days of the date of the Dispute Notice.

21.3 Except for either party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings until 25 (twenty five) days after the date of the Dispute Notice.

## **22 Waiver**

No waiver by either party of any default by the other party shall operate or be construed as a waiver of any other or further default and no waiver by either party of any provision of the Supply Contract shall be binding unless made in writing

## **23 Severability**

If any provision or any part of any provision of the Supply Contract shall be declared invalid, unenforceable or illegal by the courts of any

jurisdiction to which it is subject, such invalidity, enforceability or illegality shall not prejudice or affect the remaining provisions of the Supply Contract which shall continue in full force and effect.

## **24 Notices**

Notices given under the Supply Contract shall be in writing and shall be given or sent by hand, facsimile transmission or courier to the registered office of the respective party (or, in the case of notices to the Customer, at Smartest's discretion, the Site). Such notice shall be effective as follows:

- (a) by hand at the time of delivery;
- (b) by facsimile transmission on completion of transmission, provided that a copy of the notice is also sent by first class mail recorded delivery on the same working day; or
- (c) by courier forty eight (48) hours after despatch.

## **25 Entire Agreement**

These Terms and Conditions and the duly executed Proposal Document constitute the entire agreement between the parties. Smartest and the Customer each hereby acknowledge and confirm that the Supply Contract has not been entered into in reliance on any other representation, warranty or other undertaking of any person (whether a party to the Supply Contract or not) other than as expressly set out in the Supply Contract. Nothing in this clause (or elsewhere in the Supply Contract) will apply so as to exclude the liability of either party for any fraudulent misrepresentation.

## **26 Assignment**

The Customer shall not assign or otherwise transfer any of its rights and/or obligations under

the Supply Contract without the prior written consent of Smartest. Smartest may assign its rights and sub-contract or transfer any of its obligations under the Supply Contract without the consent of the Customer (and the Customer agrees to enter into any agreement reasonably required by Smartest in relation to any such assignment or transfer).

## 27 The Contracts (Rights of Third Parties) Act 1999

No person who is not a party to the Supply Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The Connection Agreement shall not form part of the Supply Contract.

## 28 Data Protection

Any personal data (as defined in the Data Protection Act 1998) obtained by Smartest as a result of performing the Supply Contract will be held in accordance with the Data Protection Act 1998 and owned by Smartest. The personal data will be used for the purpose of administering the Supply Contract and may be used by Smartest and members of its Group for the purpose of marketing other products and services which may be of interest to the Customer.

## 29 Governing Law

The Supply Contract and any non-contractual obligations arising out of or in connection with the Supply Contract shall be construed in accordance with and governed by the laws of England. Any dispute arising out of or in connection with the Supply Contract shall be subject to the exclusive jurisdiction of the English courts to whose jurisdiction the parties irrevocably submit.

## 30 Definitions and Interpretation

30.1 In the Supply Contract:

**Access Rights** means the right for Smartest and its Agents to enter the Site (subject to the Customer's reasonable requirements as to health and safety except in case of emergency) in order to perform or exercise rights under the Supply Contract

**Act** means the Electricity Act 1989 and any legislation made under the Act

**Actual Data** means data provided to Smartest by the Data Collector of the actual amount of electricity consumed at the Site

**Additional Charges** means those additional charges as specified in the duly executed Proposal Document and as may be amended from time to time in accordance with these Terms and Conditions

**Agent** means any agent, representative, Service Provider or contractor appointed by Smartest in order for Smartest to perform or exercise rights under, or in relation to, the Supply Contract

**Annual Estimate of Costs** means the estimate of annual Charges prepared by Smartest prior to the Effective Date from which Smartest calculates the Additional Charges for the Supply Period

**Authority** means the Office of Gas and Electricity Markets Authority as defined in section 1(1) of the Utilities Act 2000

**Averaging Period** has the meaning given to that term in paragraph 20 of Schedule 6 of the Finance Act 2000

**Bank Guarantee** means a letter of guarantee addressed to Smartest in a form acceptable to Smartest and issued by a major commercial bank whose identity and financial standing is acceptable to Smartest in its sole discretion

**Billing Period** means a period of one Month provided that during the life of the Supply Contract the first Billing Period shall be the period from the Commencement Date to the last day of the Month in which the Commencement Date falls and the final Billing Period shall be the period from the first day of the Month in which termination or expiry is effective to the date on which termination or expiry is effective (for whatever reason) if such date of effective termination does not fall on the last day of a Month

**BSC** means the Balancing and Settlement Code or any other relevant agreement or code in replacement thereof or addition thereto governing the balancing and settlement of electricity in Great Britain

**Business Days** means the days on which banks are open for business in England (excluding Saturdays, Sundays and Bank holidays)

**Change of Control** means the sale or other disposal of any legal beneficial or equitable interest in any or all of the share capital business or assets of the Customer other than a sale or other disposal to any member of the Customer's Group

**Charges** means, as the context permits, either or both of: (a) the Additional Charges; and (b) the Energy Rate or the Default Rate (as applicable in accordance with clause 10)

**Climate Change Levy** means the levy of that name imposed under the Finance Act 2000

**Commencement Date** means the earliest date from which Smartest provides electricity to a Supply Point

**Companies Acts** means the Companies Act 1985 and the Companies Act 2006 as in force from time to time

**Conditions Precedent** means those conditions set out in clause 1.1

**Connection Agreement** means the agreement made pursuant to clause 3.1, or any other connection agreement between the Customer and the Distributor

**Consumption Data** means data received by Smartest from the Customer based on historic Actual Data or data other than Actual Data

**Credit Rating** means Smartest's and/or Smartest's Agent's assessment of the Customer's creditworthiness, calculated by reference to the latest available financial and corporate information relating to the Customer and/or its Group and any other information it or they think relevant

**Customer** means the person, firm or company placing an order with Smartest for electricity pursuant to the Supply Contract as identified in the duly executed Proposal Document

**Data Aggregator** means the party appointed to aggregate data under the BSC and who is qualified under the BSC

**Data Collector** means the party appointed to collect data under the BSC and who is qualified under the BSC

**Default Rates** means the per unit rates for the supply of electricity applicable to Smartest's deemed contracts, as published by Smartest at <http://www.smartestenergy.com/content/item.aspx?pgtSection=4&pgtID=149&subPgtID=177> (as such rates, charges and amounts may be revised from time to time)

**Distributor** means the owner or operator of the transmission or distribution system of a Licence holder to which the Site is connected (directly or indirectly)

**Economic Loss** means loss of profits, loss of bargain, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable

**Effective Date** means the date on which the Proposal Document has been accepted by Smartest in accordance with clauses 2.1 and 2.2 and the Protocol

**Eligible Credit Support** means:

- (i) transferring cash to such account as Smartest may specify from time to time;
- (ii) the delivery of a Letter of Credit to Smartest;
- (iii) the delivery of a Bank Guarantee to Smartest;
- (iv) transferring other forms of security or collateral to Smartest in a form acceptable to Smartest;
- (v) issuing a parent company guarantee to Smartest in a form and from a company satisfactory to Smartest; or
- (vi) any combination of the above in a combination satisfactory to Smartest

**End Date** means the date specified as such in Part 1 of the duly executed Proposal Document

**Energy Rate** means the price to be charged per unit for the supply of electricity as specified in Part 2 of the duly executed Proposal Document and as may be amended from time to time in accordance with these Terms and Conditions

**Estimated Data** means Smartest's own estimate of the electricity consumed at the Site

**Force Majeure** means, in respect of a party, any circumstance or event beyond the reasonable

control of that party (but not including strikes, lockouts and labour disputes in relation to that party)

**Forecast Consumption Data** means data projecting the future consumption of electricity at the Site

**Good Quality CHP Energy** means electricity produced in a combined heat and power station that is exempt from the Climate Change Levy in accordance with paragraph 20A of Schedule 6 of the Finance Act 2000

**Group** means, in respect of a company, any company which is from time to time a Subsidiary or a Holding Company of the company and any other Subsidiary of any such Holding Company

**Holding Company** has the meaning given to that expression in the Companies Acts

**Industry Agreements** means the Use of System Agreements, the BSC, the Grid Code (as defined in Smartest's Licence), the Distribution Codes (as defined in Smartest's Licence) and the Master Registration Agreement (as defined in Smartest's Licence)

**Industry Rules** means the Act, the Licences, the Industry Agreements and any other legislation, agreement, licence or code to which Smartest or the Customer is or should be a party or is subject to which affects its ability to perform its obligations under the Supply Contract

**Information** means information including but not limited to historical consumption data and Forecast Consumption Data

**Insolvency Event** includes the following events in respect of the relevant party:

- (a) passing a resolution for the party's wind-up (other than for the purpose of and followed by a solvent reconstruction or

- amalgamation) or summoning a meeting to pass any such resolution;
- (b) the party having a petition for a winding-up order presented against it;
  - (c) any step is taken to appoint an administrative receiver in relation to the party;
  - (d) a receiver, administrative receiver, manager or similar officer being appointed by any person in respect of all or any part of the party's property, assets or undertaking;
  - (e) the party making a proposal for a voluntary arrangement as defined in section 1 of the Insolvency Act 1986;
  - (f) the party being unable to pay its debts for the purposes of section 123 of the Insolvency Act 1986 in sub section 123(1)(a) thereof or any distress, execution or other process being levied upon the whole or a substantial part of the party's assets; or
  - (g) any event analogous to any of the above in any jurisdiction

**Intended Commencement Date** means the date specified as being the "Commencement Date" in Part 1 of the duly executed Proposal Document (or, in the case of Sites added in accordance with clause 9, the date established in accordance with that clause)

**Invoice** means an HM Revenue & Customs compliant invoice showing the Charges in relation to the supply of electricity during the Billing Period and detailing any additional costs or amounts that Smartest may be entitled to pursuant to the Supply Contract

**Isolate** means taking steps such that electrical

current is permanently prevented from flowing from the transmission or distribution system of the Distributor through to any structure switchgear equipment line or device at the Site as a result of disconnecting the Site or any Supply Point

**Letter of Credit** means one or more irrevocable standby letters of credit denominated in sterling and in a form acceptable to Smartest and issued by a major commercial bank with a rating of at least A by Standard & Poor's Ratings Group or A2 by Moody's Investors Services, Inc.

**Licence** means a licence under section 6 of the Act

**Maximum Supply Capacity** means the maximum capacity in kVA for each Site as notified by the Customer to Smartest prior to the Supply to such Site or as subsequently varied by agreement between the parties or as subsequently notified to Smartest as having been agreed by the Customer and the Distributor

**Meter** means such meters and associated equipment as Smartest may reasonably require the Customer to install at the Site for the purpose of measuring the Supply and Metering shall be construed accordingly

**Meter Operator** means a party who procures, installs, calibrates and maintains the metering system at the Site pursuant to the BSC and who is qualified under the BSC

**Month** means a calendar month

**Pro Forma** shall mean the standard form of the Proposal Document that is appended to these Terms and Conditions as the Annex

**Proposal Document** means the document containing the information required by these Terms and Conditions, which may include pricing

and/or other appendices attached thereto. The Proposal Document will, when signed by the Customer and received by Smartest constitutes a binding offer by the Customer to purchase the Supply and when accepted by Smartest, each in accordance with the Protocol, shall (together with these Terms and Conditions) form the Supply Contract.

**Protocol** shall mean the procedure as set out in Part 1 of the Pro Forma being the procedure that is to be followed by the parties for the Supply Contract to become binding

**Registrant** means, in respect of a Supply Point or Supply Points at the Site, the person registered as responsible for the import of electricity at such Supply Point or Supply Points under section K of the BSC (and Register and Registering shall be construed accordingly)

**Registrant Period** means the period starting on the Commencement Date and expiring on the date on which Smartest ceases to be the Registrant for any Supply Point

Remedy Notice has the meaning set out in clause 16.2

**Renewable Energy** means electricity generated from renewable electricity sources that is exempt from the Climate Change Levy in accordance with paragraph 19 of Schedule 6 of the Finance Act 2000

**Renewables Obligation** means the obligation of that name established pursuant to section 32 (and subsequent related sections) of the Act

**Secretary of State** means the Secretary of State referred to in the Act

**Security Deposit** has the meaning set out in clause 11.2

**Service Provider** means a person or persons

appointed as one or more of the following: Data Aggregator, Data Collector and Meter Operator

**Site** means the premises to which a Supply is made or is to be made (as set out in the duly executed Proposal Document and as may be amended in accordance with clause 9) and any reference to Site shall be to any or all (as appropriate) of the Sites to which the provisions of the Supply Contract relate from time to time

**Smartest** means SmartestEnergy Limited (No. 3994598) whose registered office is at 17 Dominion Street, London, EC2M 2EF

**Standard Energy** means electricity that is not Renewable Energy or Good Quality CHP Energy

**Subsidiary** means a subsidiary within the meaning of the Companies Acts

**Supplier Certificates** means the certificate from HM Revenue & Customs representing the percentage of Supply eligible for relief from Climate Change Levy and stating Smartest as the supplier

**Supply** means the supply of electricity (whether Standard Energy, Renewable Energy and/or Good Quality CHP Energy) by Smartest to the Customer under the Supply Contract

**Supply Contract** means these Terms and Conditions and the duly executed Proposal Document

**Supply Period** means the period from the Intended Commencement Date to the End Date

**Supply Point** means the point or points at the Site at which the Supply is delivered to the Customer

**Terms and Conditions** means this document and includes the Annex

**Use of System Agreement** means each

agreement between Smartest and any Licence holder in respect of the use of the electrical transmission and/or distribution lines from time to time owned or operated by the Licence holder and through which the Customer receives the Supply directly or indirectly

**Warranty** means each of the representations, undertakings and warranties set out in clause 5.1

30.2 In the Supply Contract:

- (a) references to a “person” includes reference to an individual, body corporate, or partnership (and vice versa), references to the singular include the plural (and vice versa), and references to a gender includes every gender;
- (b) references to statutory or regulatory provisions or Industry Rules include any amendments, variations, consolidations or replacements and include any subsidiary regulations, agreements or codes made thereunder;
- (c) the expressions “including” and “in particular” shall be construed without limitation;
- (d) unless otherwise stated, references to any clause are to those clauses of the Terms and Conditions and references to the Annex is to the Annex set out at the end of the Terms and Conditions and which Annex is an integral part of the Supply Contract;
- (e) the word “costs” shall include financing charges, and a reasonable rate of return on the capital represented by those costs;
- (f) words and expressions used shall where appropriate be construed:
  - (i) as if they were contained in an Act

of Parliament to which the Interpretation Act 1978 applies;

- (ii) as they are defined in the Act or any other Industry Rules; or
- (iii) in accordance with their wider usage in the electricity industry generally; and

- (g) the headings are inserted for convenience only and are to be ignored for the purposes of construction or interpretation.

30.3 In relation to the Proposal Document the expression “duly executed” shall mean the Proposal Document having been submitted by the Customer to Smartest and accepted by Smartest, in each case in accordance with the Protocol.

30.4 In respect of the Supply Contract, where the last day of any stated period is not a Business Day then the period shall be deemed to end on the next Business Day thereafter.

**The Annex**

**Pro Forma**

# PRO FORMA ELECTRICITY SUPPLY PROPOSAL DOCUMENT

**PART 1**

All capitalised terms not defined in this Proposal Document shall have the meanings ascribed to them in the Terms and Conditions.

Account Manager:

Telephone:

Our Reference	Your Reference	Proposal ID
Customers Registered Office		Supply Point Details
		All Supply Points are set out in part 2 of this offer document
Commencement Date	End Date	SmartestEnergy Limited Principal Office
		SmartestEnergy Limited 17 Dominion Street London EC2M 2EF Registered in England and Wales No 3994598
Payment Terms		Payment Method

Until a binding contract has been formed between the Customer and SmartestEnergy Limited (“Smartest”) in accordance with the protocol set out below, Smartest reserves the right at any time to refresh or withdraw any prices set out in this Proposal Document.

The receipt by smartest of this Proposal Document duly signed below on behalf of the Customer shall constitute the Customers binding offer to contract with Smartest for the Supply on the terms as set out in this Proposal Document and the Terms and Conditions.

The Supply Agreement shall become binding when acceptance of the Proposal document has been confirmed by smartest in writing (either by email or fax).

In addition to the confirming email or fax, Smartest shall also supply the Customer with an original signed copy of the Proposal Document for the Customers information and records. Any delay or failure by the Customer in receiving such signed copy shall not invalidate the legally binding Supply Agreement formed between Smartest and the customer in accordance with the process set out above.

**IN WITNESS HEREOF the parties have caused this Agreement to be executed by their respective duly authorised representatives as of the date below or, if two or more dates are specified, the later date.**

Signed by )  
duly authorised for and on behalf of )  
**SmartestEnergy Limited** )

Signed by )  
duly authorised for and on behalf of )  
**SmartestEnergy Limited** )

Signed by )  
duly authorised for and on behalf of )  
 )

**Proposal ID:**

## PART 2

### Supply Point Details

Site Name	Site Reference	MPAN	Maximum Supply Capacity (kVA)	Distributor
Rate Description			Energy Rate (p/kWh)	
Please Note: All times are in GMT				
Other Elements		Renewable Source Energy Content (minimum)		
Capacity Charge per KVA Standing Charge for each Supply Point				
Agent Information				
Meter Operator Data Collector Data Aggregator				
Charges				
Included in Energy Rates quoted:		Additional Charges, excluded from Energy Rates quoted;		

Connection Network & Voltage	MSID	Transmission Zone
Total Estimated Consumption (kWh)	Estimated Maximum Demand (kW)	Load Factor (actual consumption divided by (maximum demand multiplied by 8760))