



Terms and Conditions

Version 1.1

IPM Energy Retail I & C Terms and Conditions

1 Definitions and Interpretation

- 1.1 In this Agreement capitalised terms have the meaning set out in Schedule 1.
- 1.2 Where applicable, references to the singular will include the plural, and vice versa. The headings in this Agreement are included for convenience only.

2 Conditions

- 2.1 We will not be obliged to supply electricity to you at the Premises until:
- (a) we have a Supply Licence which allows us to supply to you in accordance with the Act and we are registered as your Licensed Supplier;
 - (b) there is a Connection Agreement in place between you and the DNO, and there is a Use of System Agreement in force in relation to the Premises. If there is no Connection Agreement, you are bound by the DNO's standard terms of connection;
 - (c) there is a Meter Operator Agreement, a Data Aggregator Agreement, a Data Collector Agreement and a Use of System Agreement in place in respect of the Premises;
 - (d) you have legal capacity to enter into this Agreement, and entering into it will not conflict with the terms of any other agreement relating to the supply of electricity to the Premises; and
 - (e) the equipment and infrastructure necessary for you to take a supply of electricity at the Premises is at the Premises and is registered or certified in accordance with all relevant statutes, rules, codes and regulations.
- 2.2 You will ensure that the conditions set out in clauses 2.1(b) - (e) inclusive continue to be met during the term of this Agreement, except that you will only be required to meet the provisions of clause 2.1(c) where you, with our prior written agreement, have appointed your own Agents under clause 7.
- 2.3 If any of the conditions set out in clause 2.1(b) - (e) inclusive cease to be satisfied at any time during the term of this Agreement, we may decide to cease supplying you at the Premises if you have not remedied your failure to satisfy the conditions in clause 2.1(b) - (e) inclusive within one month. Any costs that we incur as a result of such failure shall be for your account, and will be paid by you on an indemnity basis. If the condition set out in clause 2.1(a) ceases to be satisfied at any time due to the Authority directing another supplier to supply electricity to the Premises or to us no longer being licensed to supply electricity, we may terminate this Agreement immediately on written notice.
- 2.4 You warrant to us that the premises to be supplied are not domestic premises (as defined in the Supply Licence).
- 2.5 You undertake to us that you will at all times through the term of this Agreement comply with your obligations under the Connection Agreement and where applicable the Industry Agreements. You will indemnify us and hold us harmless for any liability arising or for any loss arising or suffered by us caused because you cease to be a party to the Connection Agreement or are in breach of the Connection Agreement or any of the Industry Agreements during the term of this Agreement.

3 Supply of Electricity, Prices and Charges

- 3.1 We will supply electricity to you at the Premises in accordance with this Agreement.
- 3.2 The price payable under this Agreement is set out in Appendix 1.
- 3.3 The price which you will pay to us for electricity supplied to the Premises is calculated using data provided to us by you or your agent. You must tell us if there is any material change in the shape or volume of the electricity that you take, compared with the original data that you supplied to us. If you tell us about such changes and, in our opinion the changes that you tell us about are material, we may alter the price payable under this Agreement to recover any unforeseen costs. If you do not tell us about such changes we may recover any reasonable costs that we have incurred as a result of the changes up to the date when we find out about the changes and we may alter the price payable for electricity supplied after that date.

- 3.4 We may also vary the price payable by you in the following circumstances:
- (a) if your MPAN number, supply voltage or any supplementary data changes;
 - (b) if there is a delay in the start date of your supply which is not caused by us; or
 - (c) if there is any revision, variation, amendment or change in interpretation of any statute, statutory instrument, regulation, law, directive, (“**Legislation**”) or the Industry Agreements or any decision, order, direction or interpretation of any such Legislation or the Industry Agreements by the Authority or any other regulatory body.
- 3.5 The price payable for electricity supplied by us to you during any period that follows either expiry of this Agreement or early termination of this Agreement will be our Out of Contract Rate as notified by us to you from time to time.
- 3.6 The price set out in Appendix 1 is exclusive of government taxes and levies, including but not limited to fossil fuel levy, VAT, CCL, and reactive power charges. These taxes, levies and charges will be added to your invoice at the prevailing rate, if applicable. Any additional charges or taxes or corrections to or amendment to any charges or taxes, at any time, levied by the government or third parties will also be added to your invoice (retrospectively where necessary) at the prevailing rate.
- 3.7 It is your responsibility to supply us with any supplier certificates relating to your notified address. We will pass through any charges that have been agreed as pass through charges as set out in Appendix 1. You will also pay any charges or costs incurred or payable by us in connection with the supply or its termination and not specified in this Agreement, including (without limitation) any charges which are deemed to be to be allowable security costs under directions given pursuant to the fuel security code or any emergency code issued by any Competent Authority. The provisions of this clause will survive and continue after termination or expiry of this agreement.
- 3.8 We may vary the charges that you pay under this Agreement in the following circumstances:
- (a) where there is a material change to the structure or method of calculation of any existing charges, costs, expenses or obligations owed to us in connection with the supply of electricity including without limitation distribution charges;
 - (b) where any new charge, cost, expense or obligation is imposed on us in connection with the supply of electricity;
 - (c) where a direction, directive or order of the Secretary of State under the Act or applicable regulations results in an increase in the cost of electricity to suppliers; or
- 3.9 We may pass through increases in Published Charges, relative to your consumption, payable by us in respect of supplying electricity to you under this Agreement for any Fiscal Year above an annual increase of 8% per year on an aggregate basis, from the charges that would have been payable by us in respect of supplying electricity to you under this Agreement at the date this Agreement was signed.,
- 3.10 Charges in respect of any new supply points, new meters or additional sites will be calculated at the prevailing rate at the time that they are added to this Agreement, unless otherwise agreed in writing.

4 Capacity

- 4.1 You will ensure that the Maximum Capacity is not exceeded.
- 4.2 If you fail to comply with clause 4.1 you will indemnify us in respect of all monies payable by us to the DNO as a result of you exceeding or having exceeded the Maximum Capacity. This is without prejudice to any other rights that we may have.
- 4.3 At our request you will provide us with good faith estimates of your demand for each weekly period, starting at 00:00 on Monday. Forecasts will be provided by 12:00 on Friday in respect of the following week, or where a Friday is a bank holiday on the last day prior to such bank holiday which is not a bank holiday. If you fail to provide this data when requested or this data is materially different (in our opinion) from your actual consumption, then we reserve the right to recover any costs that we incur as a result of this failure or difference
- 4.4 You will notify us of any shut-downs at the Premises and any short term or long term changes to the way in which electricity is used at the Premises.

5 Credit and Payment Terms

- 5.1 We will prepare invoices based on data obtained from the Half-Hourly Meter at the Premises. If we do not receive data for any period we may use reasonable estimates to prepare the invoice for that period. Once we receive actual data we will make an adjustment on the next invoice that we issue. We will send invoices to the invoicing contact set out in Appendix 1, unless and until you provide us with written notice of a change in details for the invoicing contact.
- 5.2 We will use reasonable endeavours to issue an invoice to you each month unless indicated otherwise on the Customer Acceptance Page.
- 5.3 You will pay the full amount shown on each invoice, in cleared funds, within 10 Business Days of the date of issue of the invoice.
- 5.4 If you have a query about an amount on an invoice you must notify us and get our agreement that the amount in question is queried no later than 5 Business Days before the invoice is to be paid. We reserve the right to produce, and you agree to pay, an estimate of the amount due in respect of the queried amount. We can use any relevant information in producing the estimate, including but not limited to:
- (a) the previous month's consumption;
 - (b) the consumption during the same month in the preceding year if we were your supplier at the time; and
 - (c) the forecast used for that month in calculating the applicable price.
- 5.5 If you do not pay the amounts shown in an invoice within the time set out in clause 5.3 we may charge you interest at a rate equal to the rate published from time to time by National Westminster Bank plus five percent on the outstanding amounts. We may vary the amount of interest that we charge at any time by giving you written notice. We will also charge you for any additional costs that we incur recovering overdue amounts from you.
- 5.6 If you have agreed to pay us amounts due under this Agreement by direct debit, and subsequently you do not pay by direct debit, or a direct debit payment is refused, we may vary the price payable under this Agreement to reflect the additional costs to us of processing your payments.
- 5.7 We agree to supply you subject to us obtaining satisfactory credit references and credit vetting. If your credit rating or status deteriorates at any point throughout this Agreement or we feel that it is necessary, we may, in our absolute discretion, impose any of the following or any number of the following:
- (i) terminate the Agreement giving 1 months notice;
 - (ii) request a security deposit or parent company guarantee; or
 - (iii) change your payment method.
- If you pay a security deposit we will hold it in an account. Upon repayment falling due (when we determine that you no longer need to provide the deposit) we will return the deposit less any charges. The security deposit will receive interest calculated at Base Rate minus 1% and we can vary this rate at any time by giving you notice.
- We may apply part or all of a security deposit against any amounts due and owing by you, and you shall be required to pay another security deposit.
- 5.8 If you are late in paying an invoice on more than one occasion in a year we may change your payment method to direct debit or we may terminate the Agreement at our discretion. If the Agreement is terminated we will charge you our Out of Contract Rate until you conclude another agreement with an alternative supplier.
- 5.9 If you are paying our Out of Contract Rate at any time we may invoice you as frequently as we deem necessary, and you will pay us all amounts due under each invoice, in cleared funds, within 5 Business Days of issue of each invoice.
- 5.10 We may resubmit an invoice to you for a period of up to 6 years after the expiry or termination of this Agreement if we believe that the data or information used to prepare the invoice was incorrect. You will pay any amounts due under such invoice, in cleared funds, within 5 Business Days of the issue of such invoice. The provisions of this clause will survive and continue after termination or expiry of this agreement.
- 5.11 If you ask us to provide or procure additional services that are not covered in this Agreement and we incur costs as a result we will pass these costs through to you.

6 Term, Termination

- 6.1 This Agreement comes into effect on the date specified in Appendix 1 (the “**Contract Start Date**”) and subject to the provisions of this Agreement will continue in force subject to the terms of this Agreement, until the date specified in Appendix 1 (the “**End Date**”).
- 6.2 During the term of this Agreement you may not change to another electricity supplier at the Premises. If you do change to another electricity supplier in contravention of this clause 6.2 we may charge you an amount equal to your expected electricity consumption up to the end of the term, multiplied by the price.
- 6.3 We may terminate this Agreement by giving you written notice:
- (a) if you are in material breach of any of its terms;
 - (b) if you fail to pay any amount due within 30 days of the due date for payment;
 - (c) if you suffer an insolvency event; or
 - (d) if you fail to provide a security deposit or parent company guarantee in accordance with clause 5.
- 6.4 If you permanently vacate the Premises you must give us at least 28 days prior written notice. If you do not do this you will remain liable for any costs that we may reasonably incur for the remainder of the term of this Agreement. You must notify us in writing of the identity of the new owner or occupier of the Premises. If the Premises will remain vacant we will pass through any costs that we incur in maintaining the Premises or the Half-Hourly Meter.
- 6.5 If you have not agreed a new contract with us for the period starting at the end of the term of this Agreement, and we are still responsible for your electricity supply, then we will charge you at our Out of Contract Rate for all supplies that we provide to you. We can vary this rate at any time by giving you notice.
- 6.6 We will notify you 30 days in advance of the Out of Contract Rate being applied and inform you what that rate will be.

7 Equipment and Measuring

- 7.1 You must ensure that there is a Half-Hourly Meter installed at the Premises and that it is operated and maintained in proper working order and complies in every respect with the requirements of the BSC and all relevant statutes, regulations and Industry Agreements.
- 7.2 You are responsible for ensuring the accuracy of the Half-Hourly Meter. If there is a dispute as to the accuracy of the Half-Hourly Meter, the Half-Hourly Meter will be tested by a meter examiner in accordance with Schedule 7 of the Act. If such test shows that the Half-Hourly Meter has been recording data inaccurately for a period then you will pay us for consumption that is reasonably ascertained to have been used in the period that the Half-Hourly Meter has been working incorrectly and your invoices will be adjusted accordingly. If the tests show that the Half-Hourly Meter is accurate then the Half-Hourly Meter shall be deemed to be accurate.
- 7.3 Where you have appointed or intend to appoint the Meter Operator you will notify us of any change of Meter Operator in respect of the Premises at the earliest opportunity but in any event within 14 days of such change occurring.
- 7.4 If you are in material breach of an agreement with an Agent you must notify us immediately. In such circumstances we will appoint our own Agent and you will be bound by their terms and conditions and any charges levied on us in connection with supply to the Premises will be passed through to you.
- 7.5 Unless you instruct us that you are appointing your own Agent or Agents we will appoint them. If you choose to appoint your own Agent or Agents you will indemnify us against all costs, claims, proceedings or other demands that may be made against us such as a fault or failure in the Half-Hourly Meter or any act or omission of you or your Agent or Agents including any liquidated damages we may have to pay under the Industry Agreements. If you sign any agreement or Industry Agreement with other operators or Agents (e.g. Meter Operators) it is your responsibility to ensure they comply and continue to comply with statute, Industry Agreements and good practice.
- 7.6 If you appoint your own Agent or Agents they must provide the data by the method, in the format and to the standard required by us or our Agents.
- 7.7 If your Agent or Agents do not comply with clause 7.6 we will have the right to access the Premises to collect the data required and you will provide safe access to us or our Agents for that purpose.

- 7.8 If you appoint your own Agent or Agents you must notify us at least 1 month ahead of the appointment taking effect. It is your responsibility to ensure the Agent or Agents are accredited and remain accredited throughout the term of this Agreement.
- 7.9 We may, if your Agent or Agents are not conforming to industry standards, elect to de-appoint them and appoint our own Agent or Agents. If we do this we will pass through any reasonable charges that we incur.
- 7.10 You will provide safe and reasonable access to the Premises to inspect or maintain the Half-Hourly Meter and the Metering Equipment.
- 7.11 You must notify us and the DNO if you believe there has been damage or interference to the Half-Hourly Meter or the Metering Equipment.
- 7.12 You agree not to interfere, change or modify in any way the Half-Hourly Meter or the Metering Equipment.
- 7.13 You agree to permit safe and unhindered access to the equipment for us or our agents to install, repair, test any equipment required for Use of System or for operational reasons. You agree to pay all reasonable costs associated with such activity including, but not limited to costs of non-standard or additional equipment required.

8 Transfers

- 8.1 We may object under the customer transfer process contained or referred to in the MRA to you transferring to another supplier if:
- (a) the transfer takes place prior to the end of the term of this Agreement;
 - (b) an alternative supplier has attempted to register supply in error;
 - (c) an alternative supplier attempts to register a single meter point where we are the registered supplier of one or more meter points; or
 - (d) you owe us overdue debt.

9 Assignment

- 9.1 We may assign or novate this Agreement to another Licensed Supplier at any time without your consent. You may not assign or novate this Agreement without our prior written consent.

10 Additional Sites

- 10.1 If you wish us to supply sites additional to the Premises you must contact us and we will consider your reasonable request. Additional sites will be priced according to the prevailing market conditions and prices unless agreed otherwise.

11 Liability

- 11.1 You acknowledge that the voltage or frequency of the supply is outside our control and we do not guarantee that the supply will be free from temporary variations in voltage or frequency attributable to the operation or failure of a system or part of a system. If you require guaranteed or continuous supply of uninterrupted, unimpaired or unreduced electricity on a continuous basis then you should make separate arrangements in respect of emergency or standby capability.
- 11.2 We will incur no liability for a breach of our obligations to you if such a breach is caused by an act or omission of an agent (including but not limited to an Agent) appointed by you.
- 11.3 We will not be liable for failing to supply electricity to you in accordance with this Agreement where our failure is due to the Premises having been de energised under the Connection Agreement.
- 11.4 Neither Party will be liable to the other for any failure to fulfil its respective obligations under this Agreement due to Force Majeure. A Party that is claiming that it is affected by Force Majeure must notify the other Party in writing as soon as reasonably practicable and take all reasonable steps to mitigate the effect of the Force Majeure. The affected Party must notify the other Party as soon as the circumstances constituting the Force Majeure end.
- 11.5 Neither Party, nor any of its employees, officers or agents shall be liable to the other for any loss of use, revenue, profit, contract or goodwill or for any indirect or consequential loss or for any liability owed by a Party to a third party.

11.6 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party, its employees, officers or agents.

11.7 The provisions of this clause 11 shall survive termination of this Agreement.

12 MISCELLANEOUS

12.1 This Agreement is governed by English law. Any references to statutes, statutory provisions, statutory instruments, regulations or codes shall include any amendments, extensions or re-enactments of the same.

12.2 You and we each submit to the non-exclusive jurisdiction of courts of England and Wales.

12.3 This Agreement constitutes the entire agreement between you and us and supercedes all previous negotiations, representations and agreements relating to supply of electricity by us to you at the Premises.

12.4 Neither you nor we will disclose details of this Agreement without the prior written consent of the other Party, unless obliged to do so by any law, regulatory requirement or court order. We can disclose information about you to the extent that we have to in order to perform our obligations under this Agreement and we may also disclose information about you to debt collection agencies and credit scoring agencies.

12.5 Any notices given under this Agreement must be made in writing and delivered by hand, or sent by facsimile, recorded delivery or registered post to the Notice Address for the relevant Party.

12.6 A waiver of any right of a Party will not prejudice that Party's entitlement to that right (or any other right) in the future.

12.7 No third party shall acquire or have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.8 Any Personal Data (as defined in the Data Protection Act 1998) obtained by us in performing this Agreement will be held in accordance with the Data Protection Act 1998 and owned by us. This Personal Data will be used in the administration of this Agreement and we may use it or pass it to our affiliated companies for the purpose of marketing products and services which may be of interest to you.



Schedule 1

In this Agreement the capitalised terms set out below will have the following meanings:

“Act”	means the Electricity Act 1989, as amended from time to time;
“Agent”	means a Data Aggregator, Data Collector or Meter Operator;
“Agreement”	means the Agreement between us and you comprising Appendix 1, the Terms and Conditions, and the Customer Acceptance Page;
“Authority”	means the Gas and Electricity Markets Authority or Ofgem;
“Balancing and Settlement Code” or “BSC”	means the document designated by the Secretary of State and adopted by GB System Operator as the Balancing and Settlement Code pursuant to GB System Operator’s transmission licence, as such document may be modified from time to time;
“Base Rate”	means the rate published by Bank of Scotland from time to time or by such other bank as we may notify to you from time to time;
“Business Day”	means a day on which banks in London are ordinarily open for business;
“Competent Authority”	means the Secretary of State, the Panel, the Authority and any local or national agency, authority, department, inspectorate, ministry, official or public, judicial regulatory or statutory body or person of the government of the United Kingdom or the European Community;
“Connection Agreement”	means an agreement between us or you (whichever is the case) and the DNO for the provision and maintenance of the connection through which the supply is to be delivered to the Premises;
“Contract Start Date”	has the meaning given in Clause 6.1;
“Data Aggregator”	means an accredited person appointed to carry out the aggregation of data from Metering Equipment for the purpose of settling electricity trades;
“Customer Acceptance Page”	means the customer acceptance page attached to these Terms and Conditions and forming part of this Agreement;
“Data Aggregator Agreement”	means an agreement between us or you (whichever is the case) and a Data Aggregator;
“End Date”	has the meaning given in Clause 6.1;
“Data Collector”	means a person accredited to and appointed pursuant to a Data Collection Agreement for a site;
“Data Collector Agreement”	means in respect of a site an agreement between us or you (whichever is the case) and an authorised Data Collector for the provision of data collection services;
“Distribution Code”	means the distribution code as defined in the standard conditions of the electricity distribution licence;
“DNO” or “District Network Operator”	means the licensed operator of the relevant distribution network;
“Fiscal Year”	means any 12 month period from 1st April to 31st March
“Force Majeure”	means any event or circumstances which is beyond the control of either Party and results in or causes the failure of that Party to perform its obligations under this Agreement, provided that lack of funds shall not constitute Force Majeure;
“GB System Operator”	means the operator from time to time of the high voltage electricity transmission system in Great Britain;
“Grid Code”	means the Grid Code as defined in the standard conditions of the electricity transmission licence;

“Half-Hourly Meter”	means a meter configured to record the quantity of electricity (calculated in kwh) supplied to premises during each half hourly period of supply;
“GSP Group”	means the GSP Group set out in Appendix 1;
“Industry Agreements”	means any and all agreements regulating the generation, transmission, distribution and supply of electricity in England and Wales and including without limitation the BSC, the Grid Code, the MRA, the Distribution Codes and all related procedures and codes of practice as amended from time to time;
“Licensed Supplier”	means an entity holding an electricity supply licence issued under the Act;
“Legislation”	has the meaning given in clause 3.4;
“Master Registration Agreement” or “MRA”	means the Master Registration Agreement as defined in the standard conditions of the electricity distribution licence;
“Maximum Capacity”	means in respect of each exit point the amount of electricity expressed in kW or kVa as the maximum capacity under the Connection Agreement and set out in Appendix 1;
“Metering Equipment”	means appropriate metering and related equipment for energy measurement and the transmission and collection of data;
“Meter Operator”	means a person accredited and appointed pursuant to a Meter Operator Agreement who acts as a Meter Operator in respect of metering equipment;
“Meter Operator Agreement”	means an agreement between us or you (whichever is the case) and a Meter Operator;
“MPAN” or “Meter Point Administration Number”	means the MPAN for the Premises, set out in Appendix 1;
“Notice Address”	means the address set out in Appendix 1 in respect of each Party;
“Notice Date”	has the meaning given in clause 6.5;
“Out of Contract Rate”	means the rate applied to consumption by you that is outside of a contract period or otherwise as specified in this Agreement, as notified by us to you from time to time;
“Panel”	has the meaning set out in the BSC;
“Premises”	means the Premises identified in Appendix 1;
“Published Charges”	means any charges that are published including but not limited to Distribution Use of System (DUoS) and Transmission Network Use of System (TNUoS) charges
“Supply Licence”	means the electricity supply licence granted to IPM Energy Retail Limited under the Act;
“Terms and Conditions”	means these terms and conditions (as amended from time to time) and includes Schedule 1;
“us”	means IPM Energy Retail Limited;
“Use of System Agreement”	means an agreement between us and the DNO governing our use of the distribution system to provide supply; and
“you”	has the meaning set out in the Customer Acceptance Page.

