

# YÜ ENERGY BUSINESS TERMS AND CONDITIONS

Version 1.19



ENERGY

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## 1. Commencement

# GENERAL

These Conditions relate to the supply of Utilities by Yü Energy to business customers.

Your contract with us comprises (a) the Contract Proposal and/or your Recorded Verbal Agreement and (b) the Conditions.

We may update these Conditions from time to time in accordance with clause 9 (Variation) and will publish the most up-to-date versions on Yü Energy's website. <https://www.yuenergy.co.uk/support/business-terms-and-conditions/>.

## 1. COMMENCEMENT

**1.1** The Contract Proposal and/or the Recorded Verbal Agreement constitute an offer to the Customer to purchase Utilities from Yü Energy in accordance with these Conditions. It shall only be deemed binding on the Parties when Yü Energy issues the customer with a Welcome Pack on acceptance of the contract.

**1.2** The date of the Welcome Pack in clause 1.1 shall be the date on which this Agreement will commence and will continue until it is terminated or otherwise comes to an end in accordance with clause 12 (Agreement Duration) or clause 13 (Termination).

**1.3** Subject to the pre-supply conditions set out in clause 2 (Pre-Supply Conditions), Yü Energy's obligation to supply Utilities to Metering Points under this Agreement shall commence on the later of the Start Date, or on Yü Energy becoming the Registered Supplier.

**1.4** Subject to clause 2.5, in the event that Yü Energy are unable to Register as the supplier of a Metering Point due to your acts or omissions, or a breach of any term of this Agreement where the relevant issue preventing registration of Yü Energy is not resolved 30 days after the Start Date, Yü Energy shall be entitled to terminate this Agreement for your irremediable material breach pursuant to clause 13.2(b).

## 2. PRE-SUPPLY CONDITIONS

**2.1** The supply of Utilities to you under this Agreement is conditional on:

- (a) you confirming and hereby warranting and representing to Yü Energy that:
  - (i) you have the authority to enter into this Agreement to purchase the Utilities for consumption at the Premises;
  - (ii) any representative or agent acting on your behalf has this authority and the requisite authority to enter into a legally binding contract;
  - (iii) absent express written consent from Yü Energy to the contrary, your consumption of Utilities is for commercial and not domestic purposes;
  - (iv) you are the owner or legal occupier of the Premises;
  - (v) if you are a sole trader, you are aged 18 or over;
  - (vi) you are not in breach of any contract with a third party for the supply of Utilities (as applicable); and
  - (vii) if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable for all obligations under this Agreement;
- (b) you passing all of Yü Energy's credit checks. If we have concerns over your ability to pay us and request a Security Deposit, you will provide Yü Energy with the requested Security Deposit as set out in clause 5.4 of this Agreement;
- (c) each Metering Point being connected to the Network;
- (d) the Supplier Transfer to Yü Energy in respect of the Premises being completed;
- (e) where your contract requires a payment to be taken in advance of your Start Date that this payment is received by Yü Energy prior to the Start Date;

## 2. Pre-Supply Conditions

**2.2** At the time of entering into this Agreement, you warrant, represent and confirm that:

- (a) you have notified Yü Energy of the details concerning any on-site generation that will be installed during the Supply Period, and any pre-existing metering services contracts at the Premises;
- (b) you have provided Yü Energy with the name, address and telephone number of your landlord, if applicable; and
- (c) if any of the information referenced in this clause 2.2 changes at any time during the term of this Agreement, you shall promptly notify Yü Energy in advance, and in any event at least one (1) calendar month prior to the change.

**2.3** You warrant, represent and confirm that:

- (a) Yü Energy shall be the sole registered supplier of Utilities at each Metering Point during the term of this Agreement; and
- (b) your previous supplier of Utilities to each Metering Point has no cause to raise a transfer objection to the transfer of the Utilities supply to Yü Energy under your contract with them.

**2.4** If any of the warranties in this clause 2 cease to be satisfied during the term of this Agreement in respect of any Metering Points, this Agreement may be terminated by Yü Energy pursuant to clause 13.2(b) for your irremediable material breach in respect of that Metering Point or, at Yü Energy's discretion, all Metering Points.

**2.5** If your previous supplier of Utilities to each Metering Point raises an objection to the Supplier Transfer of the Utilities supply to Yü Energy, Yü Energy reserves the right to either:

- (a) charge you an administration fee as detailed on Yü Energy's website; or
- (b) terminate the Agreement for the breach of your warranty under clause 2.3 above.

## 3. SUPPLY OF UTILITIES

**3.1** In consideration of the payment by you to Yü Energy of the Agreed Supply Rates, Extended Supply Rates, Deemed Contract Rates, supply rates under our Freedom Rates or Transition Price Plan and other sums due to Yü Energy under this Agreement, Yü Energy will supply the Utilities to the Metering Points for which it is the Registered supplier in accordance with this Agreement.

**3.2** Your Network Operator is responsible for maintaining the Network and the connection of the Premises to the Network. The performance of the Utilities supplied to you are managed by your Network Operator and not Yü Energy. Upon request, Yü Energy will provide your Network Operator's contact details.

**3.3** Yü Energy are acting as an agent of your electricity supply Network Operator to make an agreement with you (there is no similar agreement for gas). That agreement is the National Terms of Connection (NTC) which apply between you and your Network Operator. By entering into this Agreement you accept and agree to the terms and conditions of the NTC agreement, which affects your legal rights. The NTC agreement sets out rights and obligations in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or address. If you would like a copy of the NTC agreement or have any questions about it, please contact Energy Networks Association, using the contact details available on their website ([www.connectionterms.org.uk](http://www.connectionterms.org.uk)).

## 4. YOUR OBLIGATIONS

**4.1** You agree:

- (a) not to seek to extend your existing contract with your current supplier or enter into a new contract with another supplier whilst you are seeking to have Yü Energy Registered as your supplier. If Yü Energy are unable to complete Registration, due to your breach of this clause 4.1(a), this Agreement will be deemed to have been terminated by Yü Energy for your irremediable material breach pursuant to clause 13.2(b) and clause 2.4;
- (b) not to enter into any agreement with any third party for the supply of Utilities to the Premises during the Agreed Supply Period or the Extended Supply Period (if applicable);
- (c) to ensure that any and all information provided by you to Yü Energy in connection with this Agreement is at all times true, accurate, complete and up-to-date;

## 4. Your Obligations

- (d) to co-operate with Yü Energy in all matters relating to this Agreement. You will provide in a timely manner such information and assistance, as Yü Energy may require in order to comply with its obligations under this Agreement, its Supply Licence, the Act and any other applicable laws, rules, regulations or industry codes or Industry Agreements;
- (e) where you are a Non-Micro Business, not to exceed the Capacity agreed with your Network Operator. If you exceed such Capacity, Yü Energy shall pass through to you any additional costs imposed on Yü Energy by your Network Operator (or otherwise incurred);
- (f) to obtain and maintain all licences and consents necessary to ensure the Premises remain connected to the Network at the Metering Points;
- (g) to notify Yü Energy prior to making any changes to the Premises or anything related to the Premises that are likely to change (or may change) the amount of the Utility you use or the time of day you use it;
- (h) where you are a Non-Micro Business, to provide Yü Energy with a list of expected shutdown and holiday periods at the Premises, together with estimates of Utility usage that will be consumed during these periods. You also agree to provide estimates of Utility usage that would be consumed if such shutdowns or holidays were not to occur. You shall provide those estimates at least six (6) months in advance;
- (i) where relevant, to send Yü Energy completed Supplier Certificates at least five (5) Business Days prior to their application, or a certificate from HMRC setting out the percentage of supply by us to you that is eligible for relief from taxes, duties and third-party charges (including CCL,) in which case Yü Energy shall be entitled to charge you a reduced rate; and
- (j) where you cease to be the owner or occupier of the Premises, you agree to give Yü Energy as much notice as possible and at no less than 30 days. You shall provide Yü Energy with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all Agreed Supply Rates and other sums payable to Yü Energy in connection with this Agreement until the latter end of your notice period, or when responsibility for the Registered Meter Point is assumed by a new owner or occupier or the supply is permanently disconnected by Yü Energy or the Network Operator.
- (k) where you have not entered into an Agreement with us as described in clause 18 (Definitions and Interpretation), Yü Energy will begin treating you as though you have accepted an offer with Yü Energy when you either: (i) move into Premises supplied by us; (ii) become responsible for Premises supplied by us; or (iii) are a landlord of Premises supplied by us and your tenant moves out. Yü Energy will supply you under the Agreement as if you had entered into it and the terms set out in clauses 1.1 to 13.8 of the Deemed Energy Terms and Conditions will apply in addition to all other provisions.

- (l) If you are moving from the Premises, no lesser than two (2 Business Days), and no greater than five (5) Business Days before the day you move, to provide accurate meter reads for all the appropriate Metering Equipment. You will continue to be liable for charges payable under this Agreement until responsibility for such Metering Equipment is assumed by a new owner or occupier of the Premises, or the supply is permanently disconnected by us or the Distribution Network Operator. Where Yü Energy has reasonable grounds for believing that you are seeking to effect a change of tenancy/occupancy to a related entity, Yü Energy may (at their sole discretion) elect not bring the Agreement to an end, in which case Yü Energy will advise you in writing.

**4.2** If Yü Energy's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation ("**Your Default**"):

- (a) Yü Energy shall without limiting its other rights or remedies, have the right to rely on Your Default to relieve it from the performance of any of its obligations, to the extent Your Default prevents or delays Yü Energy's performance of any of its obligations;
- (b) in those circumstances, Yü Energy shall not be liable for any costs or losses arising directly or indirectly from Yü Energy's failure or delay to perform any of its obligations; and
- (c) you shall reimburse Yü Energy on written demand for any and all costs or losses sustained or incurred by Yü Energy arising directly or indirectly from Your Default.

## 5. CREDIT CHECKING AND SECURITY

**5.1** You agree that Yü Energy may check your credit status with Credit Bureaus ("**Credit Assessment**") or otherwise assess your credit status prior to offering or continuing to offer any product or service to you, and at any time during the term of the Agreement. You also consent to the use of your information by Yü Energy and the sharing of such information with any Credit Bureaus.

**5.2** If you are a partnership, Yü Energy may credit check all partners or officers. If you are a limited company, Yü Energy may check all your directors.

**5.3** Subject to clause 14 (Confidentiality and Data Protection), you agree that Yü Energy may share information relating to you with any Credit Bureau(s) to exercise our rights under this clause 5. It is your responsibility to ensure that the relevant consents have been obtained from any individual whom Yü Energy has credit checked (or may credit check) under clauses 5.1 or 5.2.

## 5. Credit Checking and Security

**5.4** If, following the outcome of a Credit Assessment, or at any time during the term of the Agreement, Yü Energy has concerns regarding your credit status and ability to pay the charges as set out in your Contract Proposal and at any point throughout the Agreement, Yü Energy reserves the right to ask you to put in place a Security Deposit prior to your Start Date (or prior to continuing the supply of Utilities).

**5.5** Yü Energy may record how you conduct your account internally and with Credit Bureaus including:

- (a) details of what you pay and when;
- (b) if you fail to pay a bill (whether in full or in part); and
- (c) any outstanding debts due to Yü Energy or any other entity.

**5.6** Without prejudice to clause 5.3, if, at any time during this Agreement, your credit risk deteriorates to any degree as deemed by Yü Energy or as reported by one or more Credit Bureaus, or your account with Yü Energy becomes overdue, Yü Energy may:

- (a) demand immediate payment of all outstanding invoices;
- (b) amend your payment terms on providing you with written notice and a minimum of ten (10) calendar days' notice of such changes;
- (c) demand completion and return of a Direct Debit mandate form and require future payment strictly by Direct Debit;
- (d) demand that a Security Deposit, at a level that we deem appropriate, be put in place. If a Security Deposit is already in place, we may demand an increase to the level of that Security Deposit, in each case within ten (10) calendar days of such demand;
- (e) request a written confirmation from you (in such form as determined by Yü Energy) that your business is and will remain a going concern;
- (f) report your credit status to a Credit Bureau;
- (g) request that a Smart Meter be installed in pre-pay mode for the purposing of recovering any outstanding debt; and/or
- (h) amend the contract rates and terms of the Agreement.

Failure to meet or satisfy any of the above provisions shall be deemed an irremediable material breach of the Agreement, entitling Yü Energy to terminate the Agreement pursuant to clause 13.2(b).

**5.7** Not used.

**5.8** If your Security Deposit takes the form of cash, Yü Energy will return any balance after deducting any sums due to Yü Energy within a reasonable time after the termination or expiry of this Agreement, or once you have transferred your Utility supply to a new Supplier. Any interest that accrues on any Security Deposit (or part thereof) will belong to Yü Energy, and Yü Energy will be under no obligation to pay any interest to you.

**5.9** In the event that Yü Energy elects to obtain credit insurance to protect against the risk of customer non-payment, and the relevant insurer subsequently withdraws, reduces, or alters the terms of cover — including but not limited to increasing the premium or reducing the insured limit — Yu Energy reserves the right to (i) pass through any additional costs arising from such changes to the customer; and/or (ii) terminate the contract, in whole or in part, with immediate effect by giving written notice to the customer. Yu Energy shall not be liable for any loss, damage, or expense incurred by the customer as a result of such cost increases or termination.

## 6. CHARGES AND PAYMENTS

**6.1** For each billing period Yü Energy shall invoice you for all Utilities supplied to the Premises and any other amounts due under this Agreement by means of an e-billing facility. This facility shall be, at Yü Energy's discretion, an invoice to an email address maintained by you, a paper invoice delivered by post to your registered address, an upload to an e-billing account or via the customer portal. If you do not provide an email address to enable electronic billing, we may charge you for costs associated with 'paper billing', details of which will be published on the Yü Energy website.

**6.2** You shall be responsible for payment for all sums relating to the Utilities supplied to you at Agreed Supply Rates or Extended Supply Rates (or such other rate as is in force from time to time as set out in this Agreement) and any additional charges.

**6.3** If a suitably qualified subcontractor's meter reading or actual consumption data is not available, or if Yü Energy reasonably believe it to be inaccurate, Yü Energy may issue an invoice based on your own meter reading or Yü Energy's reasonable estimate and you shall pay the amount set out in that invoice. Any over or under-payment shall be adjusted as soon as practicable (typically on your next bill) once actual or more accurate information becomes available.

## 6. Charges and Payments

**6.4** Any charges incurred by Yü Energy as a result of meter reading visits outside the normal meter reading cycle, or of visits for work including, for example, change of measurement class, supply upgrades, transfer of Metering Equipment and your failure to accommodate such appointments, or other charges levied by industry participants will be chargeable to and payable by you unless in fulfilment by Yü Energy of a legal obligation. Such charges will be detailed on the Yü Energy website.

**6.5** The capacity shown on the Contract Proposal is indicative only. Yü Energy shall invoice you for capacity based on information provided to Yü Energy from time to time by your Network Operator. If you require a change to your capacity you must agree it in advance with your Network Operator. Yü Energy shall also pass through to you any related charges levied on Yü Energy by the Network Operator.

**6.6** All sums payable under this Agreement are stated exclusive of VAT, CCL and the Green Gas Levy and any other government taxes which are payable at the applicable rates, as in force and shown in the invoice from time to time and subject to change by the government.

**6.7** You agree to pay Yü Energy's invoices in cleared funds within seven (7) days of the date of the invoice by direct debit. Any other method agreed in the Contract Proposal represents a non-standard process and will attract an administration charge, as detailed on the Yü Energy website.

**6.8** If your Contract Proposal is based on payment by direct debit and you fail to provide or cancel a direct debit mandate or for whatever reason the direct debit is not collected:

- (a) Yü Energy may resubmit the request for the direct debit within two (2) days of the initial direct debit rejection and if it is not paid then;
- (b) Yü Energy may give you notice to terminate this Agreement for your irremediable material breach pursuant to clause 13.2(b) if the direct debit is not re-instated and full payment is not received within three Business Days following the resubmission as described at clause 6.8(a);
- (c) Yü Energy may transfer you onto its Payment Default Plan until your direct debit is reinstated;
- (d) Yü Energy will levy a late payment administration fee in respect of Yü Energy's extra administration costs as set out on Yü Energy's website; and
- (e) Yü Energy may carry out a Credit Assessment and require that you put in place a Security Deposit.

## 6. Charges and Payments

**6.9** If you fail to pay any undisputed amounts due to Yü Energy under this Agreement by the due date for payment, then, without limiting Yü Energy's remedies under this Agreement:

- (a) Yü Energy may remotely or manually Disconnect your utility supply in accordance with clause 8 (Disconnection of Utility Supply) or, where appropriate Metering Equipment is installed, transfer your credit account to a prepayment account. Yü shall be entitled to recover all associated costs and disbursements (including the costs of instructing a locksmith and/or obtaining a warrant to enter Premises) from you;
- (b) you shall pay Yü Energy a late administration payment fee as set out on Yü Energy's website in respect of each overdue amount;
- (c) Yü Energy may levy charges in accordance with its Payment Default Plan until you pay all sums in full;
- (d) you shall pay Yü Energy interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount;
- (e) Yü Energy may levy additional costs and charges related to recovering any debt from you, as detailed on the Yü Energy website, including legal costs and any associated Dunning (or similar) charges;
- (f) charges based on reasonable estimates of consumption for the subsequent two (2) months of any remaining Agreement become immediately due;
- (g) request a Security Deposit;
- (h) Yü Energy may require you to install a Smart Meter at the Premises and switch the meter to pre-pay mode; and
- (i) Yü Energy reserves the right to amend your contract prices or move you to our Freedom Rates in accordance with clause 9.1.

**6.10** Yü Energy may set off any amounts received from you, or owing to you, against any other agreement between you and Yü Energy (including agreements in respect of other energy products). You may not deduct or set off any payments to be made under this Agreement against any amounts due from Yü Energy, except where Yü Energy have issued a credit to you.

**6.11** The sums payable under this Agreement may include commission paid to a broker, an intermediary or a consultant acting on your behalf. It is your responsibility to ensure that you fully understand the nature of such third-party intermediary fees. If you dispute any associated fee then you should seek to resolve the dispute with that third-party intermediary. Yü Energy shall not be obliged to reimburse any proportion of sums paid to Yü Energy (whether or not such portion relates to a third-party intermediary's fees) in the event of any such dispute. Yü Energy accepts no liability for the acts, omissions or representations of any third party.

## 6. Charges and Payments

**6.12** If, at any time during or after the Supply Period, Yü Energy discover that any invoice Yü Energy have sent to you was inaccurate Yü Energy shall submit a revised invoice or reconciliation invoice as soon as practicable, when accurate information becomes available. This clause survives termination of the Agreement.

**6.13** You acknowledge and agree any charges set out in this clause 6 or as detailed on Yü Energy's website represent a genuine estimate of Yü Energy's additional costs arising upon your failure to make any payment due to Yü Energy by the due date for payment and do not represent a penalty.

**6.14** Where you are a Micro Business, and Yü Energy issues an invoice, or otherwise seeks to recover (including via a prepayment meter) charges from you ("Charge Recovery Action"), Yü Energy will only do so in respect of:

- (a) units of energy which could reasonably be considered to have been consumed within the 12 months preceding the date the Charge Recovery Action was taken; and
- (b) where applicable, amounts in respect of a standing charge or any other type of supply charge accrued within the 12 months preceding the date the Charge Recovery Action was taken.

**6.15** Clause 6.14 does not apply where:

- (a) Yü Energy has taken a Charge Recovery Action which complied with paragraph 6.14 and, due to non-payment, is continuing to take steps to obtain payment for the same charges;
- (b) Yü Energy has been unable to take a Charge Recovery Action for the correct amount of electricity or gas consumed due to your obstructive or manifestly unreasonable behaviour; or
- (c) Ofgem specifies an alternative exception in writing.

**6.16** Where your account with Yü Energy is in credit, Yü Energy shall repay you any credit (which remains after any set-off against any payments you owe to Yü Energy in accordance with clause 6.10) provided that Yü Energy reserves the right (acting reasonably) to retain any credit amounts required for the purposes of setting off against your future estimated energy consumption.

**6.17** The prices applicable to your supply are set out in your Welcome Pack and the Agreement. You can find out more about your charges on the Yü Energy website.

**6.18** For Flex Customers, Yü Energy are permitted to change any pass-through cost element in line with the terms and conditions which apply to your Flex Contract.

**6.19** Flex Customers are required to reimburse Yü Energy for all costs and charges imposed on Yü Energy by the Gas Transporter (as defined in the relevant Industry Agreement) as a result of your failure to comply with a Gas Interruption Notice.

## 7. METERING

**7.1** The Metering Equipment must always comply with the Act and any other applicable laws, rules, regulations or industry codes or Industry Agreements and be appropriate to supply all apparatus connected to it. In the event that Yü Energy becomes aware that any part of the Metering Equipment is not suitable, Yü Energy may arrange for installation, maintenance or replacement of the Metering Equipment and you may be required to pay in advance for the costs incurred.

**7.2** You shall provide Yü Energy, its representatives and suitably qualified subcontractors with safe and reasonable access to your Premises at all times to inspect, read, install, maintain, remove and replace the Metering Points and Metering Equipment and hereby grant Yü Energy, its representatives and suitably qualified subcontractors, a licence to enter the Premises and access the Metering Equipment and Metering Points for such purposes.

**7.3** You shall not obstruct access to the Metering Equipment or Metering Points at any time and you shall ensure that, where access to Metering Equipment and/or the Metering Points requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Equipment and/or Metering Points shall not be unduly delayed as a result of non-availability.

**7.4** If Yü Energy, its representatives or suitably qualified subcontractors are unable to gain safe and reasonable access to the Metering Equipment and/or the Metering Points at any time Yü Energy may pass on the costs incurred as a result of any aborted visit and notify you of the situation and if it is not rectified to Yü Energy's satisfaction within one (1) month of receipt of notice, Yü Energy may terminate this Agreement in accordance with clause 13.2(j) and shall pass through to you any additional costs incurred by Yü Energy as result of such failure.

**7.5** You will not tamper or interfere with the Metering Equipment or Metering Points and shall ensure that they are not damaged. You will indemnify Yü Energy against any and all liabilities, losses, costs, expenses, damages and losses suffered or incurred by Yü Energy arising out of or in connection with any breach of this clause 7.5.

**7.6** In respect of any Metering Points which are not read remotely, you shall take meter readings on the Start Date and provide the readings to Yü Energy within five (5) days of the supply Start Date. Yü Energy shall not be responsible for the accuracy of such meter readings. You shall provide at least one (1) valid meter read to Yü Energy in every six (6) month period.

**7.7** If you fail to supply meter readings or if Yü Energy reasonably believes such readings are incorrect, then you agree to accept estimated meter readings provided, in accordance with industry practices, by its suitably qualified subcontractors. Both Parties shall cooperate to obtain precise meter readings as soon as practicable.

## 7. Metering

**7.8** If you have a Smart Meter, and Yü Energy are able to read remotely, Yü Energy may collect meter readings for each half hour in each month unless you have opted out and informed us otherwise. Yü Energy will also read your meter remotely when your prices change or if you switch to another tariff or if you switch to another supplier.

**7.9** The Metering Equipment shall be deemed to be accurate until replaced following a dispute. Either Party may notify the other that its accuracy is disputed, and the Metering Equipment shall be examined in accordance with the Act as soon as practicable. Where a meter operator is appointed by Yü Energy, a mobilisation charge will be raised (and may be invoiced to you) to initiate an investigation. If the meter is found to be faulty then the mobilisation charge will be refunded. Where you appoint your own meter operator, you shall be responsible for all costs incurred if the meter is found to register inaccurately beyond the limits permitted under the Act. In any case, if the Metering Equipment is found to register accurately within the limits permitted under the Act then the cost shall be paid by the Party issuing the notice pursuant to this clause 7.9.

**7.10** Yü Energy will appoint suitably qualified subcontractors of its choosing to provide metering services, except where the Premises have Half-Hourly Meters and you provide to Yü Energy a valid metering services agreement for meter provision and maintenance at those Metering Points and/or respective data services.

**7.11** You shall be liable for all costs and liabilities reasonably incurred by Yü Energy as a result of your appointing, or your appointed representative nominating, suitably qualified sub-contractors to provide metering services, including an administration cost as set out on Yü Energy's website.

**7.12** Where you have an agreement with a suitably qualified subcontractor you shall ensure that they always operate in accordance with Good Industry Practice. You shall indemnify Yü Energy against any and all liabilities, losses, costs, expenses and damages suffered or incurred by Yü Energy arising out of or in connection with any failure by any suitably qualified subcontractors appointed or nominated by you, or your appointed representative, to operate in accordance with Good Industry Practice.

**7.13** You shall notify Yü Energy as soon as reasonably practicable if you believe there has been damage to or interference with the Metering Equipment or communication equipment or interruption to a communication signal and you agree to provide Yü Energy with all information which Yü Energy may reasonably require in connection with the same. If you wilfully damage or interfere (or permit damage or interference) with any Metering Equipment or communication equipment or interrupt a communication signal Yü Energy may immediately terminate this Agreement pursuant to clause 13.2(b) for your irremediable material breach.

**7.14** Where Premises require a Half-Hourly Meter (or any other meter point upgrade as a consequence of your consumption), you shall, or request that Yü Energy shall, provide appropriate Metering Equipment including a permanent, functioning communications facility and Yü Energy may terminate any existing Agreed Supply Period from the date of installation of the new equipment and provide you with a new agreement and charge you all reasonably incurred costs.

## 7. Metering

**7.15** Where a Metering Point has been disconnected, you shall pay any ongoing charges applicable to the Premise's Metering Equipment until such equipment is removed.

**7.16** Yü Energy are entitled to rely upon the Capacity and Estimated Yearly Consumption provided within your Contract Proposal to calculate your charges.

**7.17** Costs (including transportation and operational costs) are still payable by you for any Metering Equipment which remains in operation, even if they are not consuming Utilities.

**7.18** Costs (including metering and operational costs) are still payable by you for any Metering Equipment which remains on the Premises, even if they are not connected.

### 7.19 Smart Metering

- (a) Where your contract is subject to the installation of a Smart Meter, Yü Energy, or a designated metering partner, will conduct a Premises visit to install a SMETS 2 meter. Wherever possible we will arrange a suitable date and time to attend your Premises either at the time you agree to the contract or subsequently via telephone or in writing. Where this is not possible, we may attend the Premises without an appointment to install your meter (known as a 'Deemed Appointment').

In the event that you refuse a Smart Meter, do not successfully make a booking to have a Smart Meter fitted, the Premises are deemed unsuitable for installation, or your Appointment is unsuccessful, Yü Energy reserves the right to modify the pricing terms of your contract to the Smart Default Rate or our Freedom Rate. Additionally, Yü Energy may request a Security Deposit until such time as a Smart Meter has been successfully installed. If it is determined that a SMETS 2 meter cannot be installed at the Premises, Yü Energy reserves the right to terminate your Agreement in accordance with clause 13 (Termination).

- (b) You will pay for any work deemed necessary and undertaken by Yü Energy to ensure that all Smart Meters are appropriate and meet all necessary standards, except where you are a Micro Business.
- (c) Micro Businesses: where Yü Energy needs to relocate Metering Equipment or replace Metering Equipment, we may charge you for the related costs other than where a traditional meter being replaced with a Smart Meter (in which case we will not charge you for the Smart Meter, but you may be responsible for any ancillary costs incurred in such installation, including, but not limited to, signal boosters, high gain aerials and connections).

### 7.20 Additional AMR: Automated Meter Reading

- (a) In accordance with the standard conditions of Yü Energy's gas supply licence, all gas metering equipment consuming above 732,000 kWh annually must have an AMR enabled meter.
- (b) You accept and agree that if your meters do not comply with this requirement, Yü Energy will be entitled to exercise the right of access as set out below to your Premises in order to install an AMR device to your meter and that you shall be liable for all associated costs.

## 7. Metering | 8. Disconnection of Utility Supply

- (c) Yü Energy confirm that the AMR device installed will be compliant and will be installed by a fully qualified engineer.
- (d) If a meter exchange is required, Yü Energy will inform you and obtain your approval to carry out the work at your cost in advance.
- (e) Any costs associated with the installation of the AMR device and/or meter exchange will be subject to your prior agreement, such agreement not to be unreasonably withheld or delayed.
- (f) Where available, Yü Energy may (at their sole discretion), use consumption data collected via any AMR system installed at any Metering Equipment for the purposes of calculating your charges.

## 8. DISCONNECTION OF UTILITY SUPPLY

**8.1** You acknowledge and agree your Utility supply may be disconnected or you may be directed to stop using your Utility supply:

- (a) to avoid danger or as a result of an emergency or potential emergency;
- (b) if the Utility which should have been supplied is stolen or otherwise redirected away from the Metering Points;
- (c) to enable maintenance or repair work to be carried out on the Network and/or the Metering Points;
- (d) if Yü Energy is obliged to do so pursuant to the terms of its Supply Licence, the Act or any other applicable laws, rules, regulations or industry codes or Industry Agreements;
- (e) by or on behalf of your Network Operator under your connection agreement with them;
- (f) if you fail to make any payment due under this Agreement on the due date for payment;
- (g) after Yü Energy terminates this Agreement in respect of the Premises in accordance with clause 13 (Termination), if Yü Energy remain the Registered Supplier; or
- (h) otherwise in accordance with the terms of this Agreement.

## 8. Disconnection of Utility Supply | 9. Variation

**8.2** You acknowledge and agree that Yü Energy or its third-party representatives may:

- (a) access the Premises in order to Disconnect the supply of the relevant Utility to the Premises pursuant to clause 8.1 and you hereby grant Yü Energy and its third-party representatives a licence to enter the Premises for such purpose; and/or
- (b) remotely Disconnect the Utility supply if Yü Energy are able to do so.

**8.3** If the supply of the Utility to any Metering Point has been disconnected due to your act or omission or your breach of any term of this Agreement you shall:

- (a) if requested by Yü Energy, provide it with a Security Deposit; and/or
- (b) indemnify Yü Energy for any and all liabilities, losses, costs, expenses, damages and losses suffered or incurred by Yü Energy arising out of or in connection with Disconnecting the supply of Utilities and, where applicable, re-establishing the supply of the Utilities.

**8.4** Where required to do so, Yü Energy shall provide you with notice of its intention to Disconnect the supply of the Utility to the Premises in accordance with its Supply Licence, the Act or any other applicable laws, rules, regulations or industry codes or Industry Agreements.

## 9. VARIATION

**9.1** Notwithstanding any other provision of this Agreement, Yü Energy may vary any charges, including the agreed Supply Rates or pass through to you any higher or additional costs:

- (a) if any information provided by you, your representatives or subcontractors is untrue, incomplete, inaccurate or out-of-date;
- (b) as a result of any changes to the Act or any other legislation or industry regulations which determine the price of the Utilities (including the cost of supplying the Utilities to you);
- (c) if any changes made to your supply after the date of this Agreement result in an increase or decrease in third-party charges;
- (d) where a pass through of third-party charges is indicated in the Contract Proposal;
- (e) where pass through of third-party charges is not indicated in the Contract Proposal but where a change in such charges occurs as a result of a change in law, industry codes or Industry Agreements or a change introduced by the authority or as a result of a change in the structure or amount of third-party charges or the methodology used to calculate them;

## 9. Variation | 10. Corporate Business Pricing

- (f) you do not have, or cease to use, your own suitably qualified subcontractors;
- (g) as expressly provided for elsewhere in this Agreement;
- (h) to the extent that any amendments or introductions are made to the CCL and/or any governmental or industry-imposed levies; and/or
- (i) in the event that you refuse a Smart Meter installation, we are unable to contact you to arrange a Smart Meter installation, you cancel an installation date or the installation does not take place for any other reason, or your property is unsuitable for a Smart Meter.

**9.2** Subject to clause 9.1 Yü Energy reserve the right to increase the charges arising under this Agreement (including any tariff) by giving 30 days' notice if, due to circumstances beyond our control, the prevailing cost of supply to your Metering Point is greater than the Agreed Supply Rate or the Extended Supply Rate. In the event charges are increased pursuant to this clause 9.2, you may end the Agreement in accordance with clause 13.3.

**9.3** Without prejudice to clause 9.2 to the extent that any amendments, additions or introductions are made to the Act or any other legislation, any regulation, codes, or industry guidance (including for the avoidance of doubt, Ofgem's Switching Programme), Yü Energy shall have the right to amend this Agreement to ensure compliance with such amendment, addition or introduction and, to the extent necessary, you hereby agree to any such amendment.

**9.4** Yü Energy may vary these terms at any time and those applicable from time to time shall be published on Yü Energy's website.

## 10. CORPORATE BUSINESS PRICING

**10.1** Notwithstanding any other provision in this Agreement, if you are a Corporate Business, we set your Agreed Supply Rates based on the Estimated Yearly Consumption figures you supply to us which will be set out in the Contract Proposal.

**10.2** If your Actual Consumption is within the range of 20% (or other value as specified in the Contract Proposal) more or less than the Estimated Yearly Consumption, you will pay the amounts referred to in clause 6.2.

## 10. Corporate Business Pricing

**10.3** If your Actual Consumption is outside of the range described in clause 10.2, we shall charge you a reconciliation fee in addition to the amounts referred to in clause 6.2. The reconciliation fee shall be calculated as the difference between your Estimated Yearly Consumption and Actual Consumption, multiplied by your Agreed Supply Rates and by the relevant percentage values set out below:

Where your Actual Consumption is less than your Estimated Yearly Consumption:

- For Gas: 38%
- For Electricity: 22%

Where your Actual Consumption is greater than your Estimated Yearly Consumption:

- For Gas: 75%
- For Electricity: 44%

For purposes of clause 10.3 the following definitions have the following meanings:

“Actual Consumption” means the aggregate of all your Premises consumption of electricity or gas (calculated separately) for a Year or Agreed Supply Period if shorter than a Year;

“Estimated Yearly Consumption” means the annual consumption, or consumption if the Agreed Supply Period is less than a Year, for electricity or gas (calculated separately) as agreed in your Contract Proposal;

**10.4** Yü Energy shall be entitled to recover any amounts due under this clause by including it in any invoice issued to you.

**10.5** You acknowledge and agree that the above charges represent a genuine estimate of Yü Energy’s costs upon you consuming Utilities materially differently to that agreed with Yü Energy and they do not represent a penalty. For the avoidance of doubt, you will not be charged at the Agreed Supply Rates for Utilities you do not consume, instead only the reconciliation fee for any non-consumed energy.

# 11. LIMITATIONS OF LIABILITY

**11.1** Nothing in this Agreement shall limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be limited or excluded by applicable law.

**11.2** Subject to clause 11.1:

- (a) Yü Energy's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed the average monthly payment due from you for the relevant Premises or £50,000, whichever is the lesser; and
- (b) Yü Energy shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: loss of profit, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, any costs incurred from another supplier, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

**11.3** Yü Energy shall not be liable to you if the Utility supply has been stopped, interrupted, delayed or reduced due to you or your Network Operator's acts or omissions.

**11.4** Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

**11.5** Where any of the Industry Agreements requires the Gas Transporter (as defined in the relevant Industry Agreement) and/or us to do anything which could affect the supply to the Metering Point, neither we, nor the Gas Transporter, shall have any liability for any loss or damage suffered by you for complying with that requirement.

# 12. AGREEMENT DURATION

### Non-Micro Businesses

**12.1** Clauses 12.1- 12.6 shall apply only to Non-Micro Businesses. Unless otherwise terminated in accordance with clause 12.2 or clause 13 (Termination), this Agreement shall continue for the Agreed Supply Period and shall automatically extend for the Extended Supply Period at the end of the Agreed Supply Period and at the end of each Extended Supply Period. During each Extended Supply Period you will be charged the Extended Supply Rates.

**12.2** You may terminate this Agreement at any time by email to [terminations@yuenergy.co.uk](mailto:terminations@yuenergy.co.uk), subject to giving Yü Energy at least 30 days' notice to take effect on expiry of the Agreed Supply Period or of the relevant Extended Supply Period as applicable.

**12.3** Prior to the expiry of the Agreed Supply Period and each then current Extended Supply Period (if applicable), Yü Energy will send you a notice in accordance, where appropriate, with its Supply Licence setting out, the Extended Supply Rates that will apply in the following Extended Supply Period.

**12.4** If you give a termination notice in accordance with clause 12.2, then the Agreement will only terminate when another supplier becomes the Registered supplier, or the supply to the Premises is permanently disconnected.

**12.5** Following notice of termination of this Agreement by you pursuant to clause 12.2 (as applicable);

- (a) if another supplier becomes the registered supplier at the end of the Agreed or Extended Supply Period, the Agreement will terminate; or
- (b) if Yü Energy continue to be the Registered supplier at the end of the Agreed Supply Period or relevant Extended Supply Period, you will be charged at the Transition Price Plan until:
  - (i) the Parties enter into a new agreement for the supply of Utilities to the Premises; or
  - (ii) another supplier becomes the Registered Supplier at the Premises.

**12.6** We may enter an objection under your transfer process and prevent an alternative supplier from registering as the supplier at the Premises, including but not limited to:

- (a) if you arrange to transfer to an alternative supplier before the expiry of the Agreed Supply Period or relevant Extended Supply Period;
- (b) if you have any outstanding or overdue invoices;
- (c) if an alternative supplier attempts to Register a Metering Point in error; or
- (d) where Registration of Metering Point(s) would be in breach of industry regulations or Industry Agreements.

## 12. Agreement Duration

### Micro Businesses

**12.7** If you are a Micro Business, this Clause 12.7 shall apply. Unless otherwise terminated in accordance with clause 12.7, this Agreement shall continue for the Agreed Supply Period and shall automatically extend at the end of the Agreed Supply Period. You may give notice at any time before the end of the Agreed Supply Period to prevent this automatic extension. Once the Agreed Supply Period has expired, you will be charged the Freedom Rate (unless any other arrangement is agreed).

**12.7.1** You may terminate this Agreement or switch supplier at any time by email to [terminations@yuenergy.co.uk](mailto:terminations@yuenergy.co.uk), with such termination or switch to take effect at the end of your Agreed Supply Period.

**12.7.2** At least 60 days prior to the expiry of the Agreed Supply Period, Yü Energy will send you a notice in accordance, where appropriate, with its Supply Licence setting out the Freedom Rate that will apply following expiry of the Agreed Supply Period unless and until any other arrangement is agreed. The notice may also set out a new offer of an Agreed Supply Rate.

**12.7.3** Yü Energy may enter an objection under your transfer process and prevent an alternative supplier from registering as the supplier at the Premises, including but not limited to:

- (a) if you arrange to transfer to an alternative supplier before the expiry of the Agreed Supply Period;
- (b) if you have any outstanding or overdue invoices;
- (c) if an alternative supplier attempts to Register a Metering Point in error; or
- (d) where Registration of Metering Point(s) would be in breach of industry regulations or Industry Agreements.

**12.7.4** The Freedom Rate is variable. These rates can be varied following Yü Energy providing notification to you at least 30 days prior to this change.

**12.7.5** For the avoidance of doubt, if you give notice to terminate or switch supplier after the Agreed Supply Period has expired, Yü Energy will not charge you a Micro Business Termination Fee (as such term is defined in the applicable Supply Licence).

**12.7.6** You will be provided with all relevant information relating to your contract prior to contract signature in our principal terms.

### Supplier Transfer

**12.8** Subject to the pre-supply conditions in clause 2 (Pre-Supply Conditions), in respect of any Premises, Yü Energy will take all reasonable steps to complete any Supplier Transfer of the gas supply or electricity supply from any other gas supplier or electricity supplier (as applicable) to Yü Energy in accordance with this Agreement within the required industry timescales unless:

- (a) you request that the Supplier Transfer be completed at a later date; or
- (b) you notify Yü Energy that you do not wish the Supplier Transfer to take place (in which case this Agreement shall be treated as terminated by you on the date of such notification); or
- (c) your current supplier raises an objection to the Supplier Transfer; or
- (d) we do not have all the information requested from you to complete the Supplier Transfer, despite our reasonable efforts to obtain such information; or
- (e) Yü Energy is prevented from completing the Supplier Transfer due to any other circumstance which is outside its control and which it has taken all reasonably practicable steps to resolve.
- (f) Without prejudice to clauses 6.10 and 13 (Termination), Yü Energy shall not charge the Customer for any costs associated with carrying out a Supplier Transfer.

## 13. TERMINATION

**13.1** You agree to procure the performance of this Agreement by any affiliate for whom you take the supply or for any business which is or becomes the owner or occupier of any of your Premises and procure the transfer to a third party all your rights and liabilities under this Agreement insofar as they apply to any Metering Point at any of your Premises which are or become owned or occupied by such third-party. You agree to indemnify Yü Energy for any loss, damage, liability, or cost suffered or incurred by Yü Energy as a result of any failure by you to comply with the provisions of this clause 13.1.

**13.2** Yü Energy may terminate this Agreement on notice with immediate effect in respect of any or all of the Premises if:

- (a) you fail to pay any amount due under the Agreement within seven (7) days of the due date;
- (b) you commit a material breach of any term of this Agreement of which the breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of seven (7) days after being notified in writing to do so;

## 13. Termination

- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (d) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;
- (e) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- (f) you cease to be a party to or are in material breach of your obligations under the Network Operator's terms of connection;
- (g) any of your management have been involved in a business which has vacated or ceased trading at any of the Premises or at your registered address with overdue utility payments outstanding to Yü Energy under a separate agreement;
- (h) a landlord's consent is required for Yü Energy to become a supplier of Utilities to the Premises, and you have not obtained such consent on terms acceptable to Yü Energy (or that consent ends);
- (i) Yü Energy have not been able to become the Registered Supplier for the Premises within 30 days after the Start Date; or
- (j) Yü Energy have not been able to gain access to the Metering Equipment in accordance with clause 7.4.
- (k) If your contract is subject to a Smart Meter installation and you have refused the installation of a SMETS 2 meter, or the Premises is not suitable for the installation of a SMETS 2 meter.

### 13.3 You may terminate this Agreement:

- (a) following notice from Yü Energy under clause 9.2, You must inform Yü Energy in writing of your wish to end the Agreement within 30 days of receiving notice and the Agreement will end 30 days following the date of your communication; or
- (b) on fulfilling your obligations of clause 4.1 (j). Under these circumstances a change of tenancy fee as set out in the Support pages of the Yü Energy website will be added to your final bill.

## 13. Termination

**13.4** The Agreement will terminate immediately and without notice if Yü Energy's Supply Licence is revoked, or if a last resort supply direction (as defined in our Supply Licence) is given to another supplier in relation to the supply of Utilities to the Premises.

**13.5** In respect of Metering Points that remain registered to Yü Energy after the termination of this Agreement, the provisions of the Agreement shall continue to apply until Yü Energy is no longer the Registered Supplier or the Premises are disconnected. In respect of such period, you shall be charged at the Transition Price Plan, and you shall be liable to Yü Energy for any costs reasonably incurred by Yü Energy until the Premises are disconnected or another supplier becomes the Registered Supplier.

**13.6** Your final invoice shall be based on the closing meter reading. Where a Metering Point has transferred to another supplier the closing meter read will be provided to Yü Energy by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by Yü Energy in the performance of this Agreement.

**13.7** On termination of this Agreement for any reason the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

**13.8** If Yü Energy terminate this Agreement in respect of any or all the Premises in accordance with clause 13, you shall at our option:

- (a) indemnify Yü Energy for any and all liabilities, losses, costs, expenses and damages suffered or incurred by Yü Energy arising out of or in connection with such termination and the enforcement of Yü Energy's rights; or
- (b) for each Premise, pay the sum which appears on Yü Energy's website, which you agree is a reasonable genuine pre-estimate of our actual loss.

**13.9** Where you have committed a material breach of this Agreement, from the date of such breach Yü Energy shall be entitled to:

- (a) sell any Utilities forward purchased by Yü Energy for delivery to that Metering Point on the wholesale market;
- (b) recover from you all losses incurred as a result of such breach, including any mark-to-market losses;
- (c) vary your Contract Proposal, including restrict your right to purchase forward until such breach is remedied; and/or
- (d) where a meter is your only remaining meter, restrict you from Disconnecting the relevant Metering Equipment.

**13.10** Where you discontinue the consumption of Utilities at any meter during the Supply Period (including where Disconnection or isolation has occurred), from the date of such discontinuation, Yü Energy shall be entitled to sell any Utilities forward purchased by Yü Energy for delivery to that Metering Point on the wholesale market.

# 14. CONFIDENTIALITY AND DATA PROTECTION

**14.1** Neither Party shall disclose confidential information relating to this Agreement provided by one Party to the other without prior written consent of the other Party, except to comply with relevant law or regulation. Notwithstanding the foregoing, Yü Energy may, without your consent:

- (a) disclose confidential information in accordance with clause 5 (Credit Checking and Security);
- (b) disclose confidential information to allow performance of Yü Energy's obligations under this Agreement or under the Act;
- (c) disclose your information to third-parties contracted by Yü Energy to recover sums due from you under this Agreement.

**14.2** Subject to obtaining your explicit consent as required by Data Protection Legislation in respect of any Personal Data (as defined in such legislation), Yü Energy may disclose data and information relating to you or this Agreement to Yü Energy's affiliates, business partners and carefully selected third-parties for the purpose of providing you with other offers and products.

**14.3** You understand and agree that we may use the information that you provide to us (or that we receive from any Metering Equipment, Smart Meter (including half hourly data or any other associated device) and/or may pass it to any third party for the purposes of performing our obligations under the Agreement;

**14.4** Where you are a Micro Business and have a Smart Meter attached to your Agreement, you agree that Yü Energy can retrieve data from your Smart Meter on a half-hourly basis:

- (a) to tailor and offer you other services Yü Energy provides on an ad hoc basis;
- (b) to improve the service Yü Energy offers, including to train our staff;
- (c) for the purpose of preventing and detecting debt, fraud including energy theft and loss. This includes but is not limited to us, TRAS and other fraud prevention agencies keeping a record of your information which may include information relating to your property type and energy consumption as well as sensitive personal information including that relating to criminal convictions for the purposes of preventing and identifying energy theft;
- (d) provide information about our customers should our business change ownership; and

## 14. Confidentiality and Data Protection | 15. Notices

- (e) provide information where requested only, including where Yü Energy are required to do so by any law, or governmental or regulatory body, including Ofgem, energy industry parties in order to investigate and/or facilitate industry related processes and infrastructure.

**14.5** You agree and consent to us obtaining, prior to or at any time during the Supply Period:

- (a) searches with any licensed credit reference agency for publicly held information on your business, or where you are a sole trader or a partner in a non-limited liability partnership, also personal information about yourself;
- (b) searches at any fraud prevention agency relating to information on your business, or in the case of you being a sole trader or a partner in a non-limited liability partnership, also personal information about yourself; and
- (c) searches by any other third parties for the purpose of facilitating our collection of debt due from you under the terms of this Agreement.

**14.6** You agree that Yü Energy may obtain information from your previous energy supplier. Similarly, you agree that Yü Energy may provide information about you to a new energy supplier should you move from us in the future.

**14.7** Yü Energy Retail Ltd are the Data Controller in respect of any personal data that you provide to us in accordance with this contract. Please refer to our Privacy Policy available on our website. Yü Energy will always handle your personal data in accordance with the Data Protection Legislation.

**14.8** If due to our insolvency, a supplier of last resort is required pursuant to the Industry Agreements, Yü Energy may transfer your agreement (or our future rights and obligations under the Agreement) to any entity that has the necessary statutory authorisations, and you agree that with effect from such date of notification, you accept such entity as supplier in substitution for us.

**14.9** All communications with you could be recorded for training and quality control purposes in line with our privacy policy. This includes telephone calls, web chat and emails.

## 15. NOTICES

**15.1** Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its address specified in the Contract Proposal or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or commercial courier or sent by email to [customercare@yuenergy.co.uk](mailto:customercare@yuenergy.co.uk).

**15.2** A notice or other communication shall be deemed to have been received:

- a) if delivered personally, when left at the address referred to in clause 15.1;
- b) if sent by pre-paid first-class post, at 9.00 am on the third business day after posting;
- c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- d) if sent by email at 9.00 am on the next business day after transmission.

**15.3** Where you provide us with a valid email address, you agree to receive communications by email and agree that an e-mail constitutes a written communication for the purposes of the Agreement.

**15.4** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. THEFT AND FRAUD PREVENTION

**16.1** If we suspect that someone has committed fraud or stolen energy by tampering with the meter or interfering with the supply we will record this information on your account and we may share this information (for as long as you have an account with us) on a regular basis (including occupier details, Premises type and consumption data), with the industry appointed TRAS Fraud Prevention Agency (including their sub-contractors (if any)) who will use that information and that of other customers (whether or not supplied by us) to check public and other databases they hold or have access to so that they can profile geographical, behavioural and other similar trends for the purpose of theft and fraud risk assessment and to generate leads based on that analysis which they will pass on to us for the purpose of preventing and detecting the theft of energy and the prosecution of offenders ("**Theft Leads**").

**16.2** The TRAS Fraud Prevention Agency will hold this information and may provide it to other energy suppliers (where you have an energy account with them) or to Ofgem and other industry bodies in accordance with agreed industry processes and the information may continue to be used even following termination of this Agreement where you are supplied by a different supplier.

**16.3** We may use any information we have collected as well as any Theft Leads received from third parties including the TRAS Fraud Prevention Agency to (where relevant and appropriate) detect, investigate, pursue (including prosecute) and prevent (in so far as possible) theft and fraud.

**16.4** If we suspect or confirm that you have committed energy theft a record of this will be kept by us and the TRAS Fraud Prevention Agency and this may include recording sensitive personal information such as alleged criminal offences you have been accused of. We may use this information to assist us in making decisions about your payment arrangements and the products and services we offer you in the future.

## 17. GENERAL

**17.1** Yü Energy shall not be liable to you for its failure to fulfil its obligations under this Agreement to the extent that the performance is prevented due to Force Majeure. Yü Energy shall notify you in writing as soon as reasonably practicable of the Force Majeure event and take reasonable steps to mitigate its effects.

**17.2** Yü Energy may at any time assign, transfer, mortgage, charge or deal in any other manner with some or all of its rights and/or obligations under this Agreement, and may subcontract or delegate in any manner some or all of its obligations under this Agreement to any third-party or agent. Without limitation, Yü Energy may assign this Agreement by way of security without notice or may transfer this Agreement (and all its outstanding rights and obligations under this Agreement) to another energy supplier. You hereby irrevocably and unconditionally agree and consent to any such future transfer and agree to accept such entity in substitution for Yü Energy from the effective date of such transfer. If Yü Energy has assigned this Agreement by way of security, the rights of the assignee shall (without limitation) include the right to require transfer of Yü Energy's rights and obligations under this Agreement to such assignee or a holder of a Supply Licence (to which you hereby irrevocably and unconditionally agree and consent). The assignee shall be entitled to enforce this Agreement under the Contract (Rights of Third Parties) Act 1999.

**17.3** You shall not, without the express prior written consent of Yü Energy, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this Agreement.

**17.4** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## 17. General

**17.5** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.

**17.6** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

**17.7** You acknowledge that these terms were agreed with the opportunity for you to obtain independent legal advice, and the levels of warranties and limitations of liability are reflected in the indemnities provided to Yü Energy under this Agreement and the Agreed Supply Rates, the Extended Supply Rates, the Transition Price Plan and other sums payable to Yü Energy pursuant to this Agreement.

**17.8** Except as set out in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**17.9** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**17.10** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**17.11** Nothing in the Agreement affects your statutory legal rights.

**17.12** If we have not enforced a particular clause, this does not mean that we will not or cannot or have waived the ability or right to take action in the future.

### 17.13 Complaints

- (a) Where you want to make a complaint, please contact our Customer Services in the first instance. This can be completed in writing, by e-mail or by telephone using the contact details available on our website.
- (b) Your complaint will be handled as set out in our Complaints Handling Policy, a copy of which is available on our website (or which can be sent to you upon your reasonable request).
- (c) Customer Services will try to resolve your complaint as soon as is practicable.

## 17. General

- (d) If you are a Micro Business and remain unhappy with the resolution offered in relation to your complaint, or where unfortunately we haven't been able to resolve the complaint within eight (8) weeks of the date you initially made us aware, you may refer the matter to the Ombudsman Services. The service is free and independent, and we are bound by their decision. For the avoidance of doubt, you will continue to pay invoices based on your consumption and standing charges or where we are required to estimate of your consumption during any such period of dispute.

### 17.14 Engaging with a Third Party Intermediary "TPI"

- (a) Yü Energy will only discuss your agreement with a TPI who provides a valid and signed Letter of Authority and Yü Energy have the right to assume any signed Letter of Authority has been validly executed by a person with the necessary authority to provide such a letter.
- (b) Where working with TPI, we will provide an estimate of the commission to be paid on the contract. The estimate will be based on the consumption provided to us by the TPI.
- (c) Where Yü Energy receives a Letter of Authority, Yü Energy have the right to assume the TPI has the required authority to act on your behalf in respect of all matters detailed in the Letter of Authority, including where applicable entering into the Agreement on your behalf; you acknowledge that in such circumstances:
  - (i) you engaged the TPI to act on your behalf;
  - (ii) the TPI does not work for us and is not our agent or a representative of Yü Energy;
  - (iii) the TPI has the authority to act in accordance with the Letter of Authority;
  - (iv) you understand that in consideration of introducing you, the sums payable under the Agreement will include commission paid to the TPI for the duration of the contract. Should you have any queries pertaining to such commission, please contact your TPI. If you are a Micro Business, please contact Yü Energy if you would like more information on TPI commissions;
  - (v) you acknowledge that any subsequent complaint or issue you may have with the TPI should be raised with the TPI directly, and Yü Energy will not be responsible for reimbursing any sums to you in the event of any such dispute; and
  - (vi) this Agreement is between you and Yü Energy as your supplier

Unless you direct us otherwise, we will always communicate with you in the first instance

# 18. DEFINITIONS AND INTERPRETATION

**18.1** The following definitions apply in these Conditions:

“Act” means the Electricity Act 1989 and/or the Gas Act 1986;

“Affiliate” means in relation to either Party, each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party. For the purpose of this definition

“subsidiary” and “holding company” shall have the meanings set out in Section 1159 of the Companies Act 2006;

“Agreed Supply Period” means the period from the later of the Start Date or the date Yü Energy becomes the Registered supplier to the End Date;

“Agreed Supply Rates” means the charges referred to in the Contract Proposal and/or Recorded Verbal Agreement which shall apply during the Agreed Supply Period, as varied in accordance with these Conditions;

“Agreement” means the agreement between Yü Energy, and you subject to these Conditions, the Contract Proposal and any annexes or documents specified in the Contract Proposal and/or Recorded Verbal Agreement;

“Authority” means the Gas, Electricity or the Office of Gas, Electricity;

“Billing Period” means one month or as otherwise determined by Yü Energy from time to time;

“Business Day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971. “day” means a period of 24 hours (or other such number as may be relevant in the case of changes for daylight saving) ending at 12:00 midnight.

“month” and “year” mean calendar month and calendar year respectively;

“Capacity” means the maximum amount of gas or electricity you may consume at a Metering Point in a specified period as agreed with the relevant Network Operator;

“Climate Change Levy” (or “CCL”) means a charge levied at the rate from time to time imposed pursuant to the Finance Act 2000;

“Conditions” means these terms and conditions as amended from time to time in accordance with the terms set out herein;

“Contract Proposal” means Yü Energy’s quote in relation to the supply of Utilities to you which shall include details of the Agreed Supply Rates, the Start Date, the End Date, the Premises and other terms and conditions (in addition to these Conditions) applicable to the supply of Utilities to your Metering Points during an Agreed Supply Period;

## 18. Definitions and Interpretation

“Corporate Business” means you are not categorised as a Micro Business Customer;

“Credit Assessment” has the meaning given to it in clause 5.1;

“Credit Bureau” means a collector and compiler of data on individuals or businesses who makes such information available to subscribers allowing them to evaluate the financial stability of such individuals or businesses;

“Data Protection Legislation” means the Data Protection Act 2018, the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419) and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Deemed Contract Rates” means the rates and charges published on the Yü Energy website, which shall be payable by you where you continue to consume Utilities where you haven’t entered into a written contract with us. These rates can be varied by Yü Energy on at least 30 days’ notice.

“Disconnection”, “Disconnect”, “Disconnecting” means the temporary or permanent interruption, cut-off, de-energisation, disconnection or suspension of supply of Utilities from the Premises;

“End Date” means the date shown in the Contract Proposal or the Recorded Verbal Agreement which is the last date the Agreed Supply Rates shall be applicable or, if the supply is a new connection and the supply does not commence at the Start Date then, the date deferred at our discretion by the delay equal to the delay from the Start Date to the supply commencing;

“Extended Supply Period” means a period of 12 months following the expiry of the Agreed Supply Period during which the Extended Supply Rates will apply for Non-Micro Businesses and the Freedom Rate will apply for Micro Businesses (unless another arrangement is agreed);

“Extended Supply Rates” means Yü Energy’s rates for the supply of Utilities notified to you in accordance with clause 12.3 as varied in accordance with these Conditions;

“Force Majeure” means an event outside a Party’s reasonable control, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; adverse economic impacts; terrorist act, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaching of diplomatic relations; nuclear, biological or chemical contamination or sonic boom; any law or action taken by a government or public authority, including, without limitation, imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade disputes, strikes, industrial action or lookouts; and interruption or failure of utility service;

“Freedom Rate” means the rates and charges notified to you by Yü Energy as applicable from time to time. These rates (and the name of this product) can be varied by Yü Energy on at least 30 days’ notice;

## 18. Definitions and Interpretation

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

“Half-Hourly Meter” means Metering Equipment used to measure the consumption of electricity on a half-hourly basis;

“Industry Agreements” means:

- (a) the Uniform Network Code;
- (b) the Short Form Code;
- (c) the Independent Gas Transporters’(IGT) Code;
- (d) the Smart Energy Code (SEC);
- (e) our Supply Licence under section 6(1)(d) of the Electricity Act 1989;
- (f) the Retail Energy Code;
- (g) any other code, agreement or legally binding obligation imposed on us, or into which it is, or becomes necessary, for us to enter in order to supply gas.
- (h) any other code, agreement or legally binding obligation imposed on us, or into which it is, or becomes necessary, for us to enter in order to supply electricity.

“Micro Business” you will be a Micro Business if:

- (a) you have asked Yü Energy to supply you with electricity and you do not use more than 100,000 kWh of electricity each year; or
- (b) you have asked Yü Energy to supply you with gas and you do not use more than 293,000 kWh of gas a year; or
- (c) you have fewer than 10 employees (or their full time equivalent) and your yearly turnover or annual balance sheet is not more than €2 million;

“Metering Equipment” means equipment which records the consumption of Utilities at a Metering Point;

“Metering Point” means the point at which a Utility is metered prior to supply to the Premises, and at which title and risk in the Utility to you. There may be more than one Metering Point at each Premises;

## 18. Definitions and Interpretation

“Mutualisation Payment” means any payment which Yü Energy is obliged to make as a direct or indirect result of any other provider of Utilities failing to make a payment for example (without limitation) a payment under Regulation 17 of The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014;

“Network” means the electricity or gas network through which you receive the supply of Utilities;

“Network Operator” means in respect of a Metering Point, the operator of the local Network.;

“Non-Micro Business” means any business which is not a Micro Business;

“Party” means either you or Yü Energy, and “Parties” means you and Yü Energy;

“Payment Default Plan” means an additional charge applied to prevailing rates and charges (excluding VAT and CCL) in the event of payment default under clause 6 (Charges and Payments), as detailed on Yü Energy’s website;

“Premises” means each of the premises specified in the Contract Proposal;

“Recorded Verbal Agreement” means the verbal agreement for Yü Energy’s supply of Utilities to you, which shall include the Verbal Recorded Script and the Verbal Confirmation.

“Register”, “Registered”, “Registration” means registration of Metering Points to a supplier in accordance with industry codes, Industry Agreements and regulations;

“Renewable Energy Guarantee of Origin” relates to the certificate(s) issued by the REGO Provider to guarantee the authenticity and origin of Green Electricity;

“Renewable Gas Guarantees of Origin” means the certificate(s) issued by the RGGO Provider to guarantee the authenticity and origin of Green Gas;

“Retail Price Index” (RPI) means in the context of a review or price increase date, the retail price index inflationary rate (or successor index or rate) published by the Office of National Statistics;

“Smart Default Rate” means an additional charge to your unit rates and to your standing charge (excluding VAT and CCL), in the event that your contract is subject to the installation of a Smart Meter and an installation is refused or your property (or the Premises) is unsuitable. For further information, please review our guide to Deemed Metering Charges.

## 18. Definitions and Interpretation

“Security Deposit” means a sum (in the form of cash, bond or a guarantee) determined in absolute discretion and held by Yü Energy as security for any sums owed by you from time to time under the Agreement or any related arrangement;

“Smart Meter” means Metering Equipment enabled with remote two-way communication and disconnect solenoid valve.

“Start Date” means the date specified in the Contract Proposal or the Recorded Verbal Agreement on which supply of Utilities to the Premises under this Agreement is proposed to commence;

“Supplier Certificates” means the certificate, available from HM Revenue & Customs (Reference PP11) representing the percentage of utility supply eligible for relief from Climate Change Levy;

“Supply Licence” means a licence granted to Yü Energy under the Act for the supply of Utilities;

“Supplier Transfer” means in relation to any premises at which:

- (a) a gas supplier is supplying gas, the transfer of responsibility for that supply under the Network Code from that gas supplier to another gas supplier; or
- (b) an electricity supplier is supplying electricity, the transfer of responsibility for that supply under the electricity Supply Licence from that electricity supplier to another electricity supplier;

“TPI” relates to a Third-Party Intermediary, broker, agent or other party who you could engage to source or manage your energy supply contract;

“Transition Price Plan” means, in respect of Non-Micro Businesses only, the name of this product, rates and charges published by Yü Energy on the Yü Energy website from time to time, as varied by Yü Energy at any time on at least 5 days’ notice;

“Utility”, “Utilities” means gas and/or electricity, as specified in the Contract Proposal;

“VAT” means value added tax chargeable under the Value Added Tax Act 1994;

“Verbal Confirmation” means your (or your TPI’s) acceptance of the verbal offer made to you by Yü Energy to provide you with the supply of Utilities;

“Verbal Recorded Script” means the information provided by Yü Energy to you setting out the details of Yü Energy’s services to you and these Conditions;

“Welcome Pack” means the document titled “Welcome Pack” that Yü Energy provide to you following acceptance of your contract which contains your account number and Agreed Supply Rates;

## 18. Definitions and Interpretation

“Year” means a period of 12 months from the Start Date and each consecutive period of 12 months thereafter during the term of this Agreement;

“you”, “your” means the person, firm or company identified in the Contract Proposal;

“Your Default” means has the meaning set out in clause 4.2;

“Yü Energy” means the company trading as Yü Energy which is (a) the holder of a Supply Licence and (b) accepts the Contract Proposal or is referred to as the supplier in the Recorded Verbal Agreement;

### 18.2 In these Conditions, unless the context otherwise requires:

- a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation (as defined in section 21(a) Interpretation Act 1978) made under that statute or statutory provision, as amended or re-enacted.
- b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) Clause and paragraph headings shall not affect the interpretation of these Conditions.
- d) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- e) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- f) A reference to writing or written includes email or SMS.
- g) In the event of a conflict between the provisions contained in these Conditions, the Contract Proposal or Recorded Verbal Agreement, unless the Parties expressly agree otherwise in writing, the following order of precedence shall apply:
  - (i) Conditions;
  - (ii) Contract Proposal; and
  - (iii) Recorded Verbal Agreement
- h) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.