



AGREEMENT FOR THE SUPPLY OF ENERGY

OCTOPUS ENERGY LIMITED – General Terms & Conditions for Businesses

Octopus Energy Limited

Registered Office: UK House, 5th Floor, 164-182 Oxford Street, London, United Kingdom, W1D 1NN

Registered Company Number: 09263424

Version 2.0 – Updated 27 September 2023

DEFINITIONS:

In this Agreement the following terms shall have these meanings:

“Act” – the Electricity Act 1989 and the Gas Act 1986 as amended by the Utilities Act and regulations made thereunder, as applicable.

“Advance Payment” – an up-front payment to be paid by you prior to your Supply Start Date.

“Affiliate” – any holding company or subsidiary, or any subsidiary of a holding company, of a Party (or other person) or any related undertaking in which a Party (or other person) has a participating interest, in each case within the meaning of the Companies Act, 2006.

“Agent” – a Meter Operator, Data Collector, Data Aggregator, or an Agent appointed to provide Meter Reading and equipment services.

“Agent Service” – a service provided by an Agent.

“Agreement” – the entire content of these Terms and Conditions, the Supply Summary, and any document referred to in any of those documents.

“Appendix” – contains the Charges and these Terms and Conditions applicable to the supply of Energy to your Meter Points.

“Authority” – the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem).

“Automated Metering Equipment” – Metering Equipment that provides us or Agents with the ability to obtain details of your consumption remotely, and includes Half Hourly Meters.

“Balancing and Settlement Code” – the code of that name brought into force pursuant to the Utilities Act 2000 as modified from time to time, “BSC” shall be construed accordingly.

“Capacity” – the total amount of electricity you may consume at a Meter Point in any given period as agreed with the relevant Network Operator, also known as Authorised Supply Capacity (ASC). In gas, this is your standard Off-take Quantity (SOQ).

“Charges” – the charges referred to in the Supply Summary, or as varied in accordance with these Terms and Conditions and any additional costs, charges and expenses set out in these Terms and Conditions.

“Climate Change Levy” or “CCL” – a charge levied at the rate from time to time imposed, pursuant to the Finance Act 2000 and any regulations made thereunder or in connection with such charge.

“Communications Equipment” – equipment, wiring or other ancillary items that enable the transmission of data between the Premises and the Data Collector, Data Aggregator, Xoserve or other industry body, Octopus Energy, Metering Equipment manufacturer or other authorised body.

“Confidential Information” - all information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as “confidential”), which relates to a Party (the **“Disclosing Party”**), or to its employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

“Consumption Profile Ratio” – ratio of electricity consumption between 5pm and 9pm to total electricity consumed during a day or multiple days.

“Contract Start Date” - the date on which this Agreement is entered into by you and us (and becomes a legally binding agreement).

“Controller”, “Data Subject”, “Personal Data”, “Special Categories of Personal Data” and “Processor” shall each have the meanings given in the applicable Data Protection Legislation.

“Credit Bureau(x)” – 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 Aggregator” – for electricity only, an Agent appointed to carry out the aggregation of metering data received from the Data Collector.

“Data Collector” – for electricity only, an Agent appointed to provide data retrieval and/or data processing services.

“Data Protection Legislation” means the European Union's General Data Protection Regulation (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the mandatory guidance and codes of practice issued by the United Kingdom's Information Commissioner;

“Deemed Contract” means a contract formed between you and us in the circumstances set out in clause 2.

“Disconnection” – the permanent removal of a meter, cabling and service from the Premises.

“Distribution Use of System Charges” – charges and fees made by a Network Operator for the use of its system to transport the Supply and, other charges made under the Use of System Agreement including Meter Equipment and operation services, data collection services, data aggregation services and settlement and registration services provided pursuant to the Settlement Agreement, MRA or otherwise.

“End Date” – the last date on which the current Charges and/or pricing mechanism shall be applicable. The End Date is shown in the Supply Summary.

“Energy” – electricity and/or natural gas, as appropriate.

“Force Majeure” – an act of God, industrial action (except where solely restricted to employees of the Party claiming a Force Majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and act of Parliament or directive of a competent authority and any other cause which is beyond the reasonable control of the affected party. For clarity, a lack of funds shall not constitute Force Majeure.

“Good Industry Practice” – 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” – electricity only Metering Equipment used to measure the consumption of electricity on a half hourly basis.

“Isolate”, “Isolated”, “Isolation” – no Energy can flow directly or indirectly from a Network. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection.

“Law” – any law applicable in England, including statute, statutory instrument, proclamation, by-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instrument or common law.

“Licence” – a licence granted under the Act for the supply, distribution or transmission of Energy.

“Meter Operator” – a person accredited and appointed pursuant to a Meter Operator Agreement who acts as Meter Operator in respect of Metering Equipment.

“Meter Operator Agreement” – an agreement between the Customer and/or the Supplier (as the case may be) and a Meter Operator.

“Metering Equipment” – devices used to measure the consumption of Energy at the Premises and can include Automated Metering Equipment.

“Meter Point” – the point at which electricity or gas is metered prior to supply to your Premises, and at which title and risk in that Energy passes to you. There may be more than one Meter Point at each Premises.

“Network” – the local electricity or gas network, as applicable.

“Network Operator” – in respect of a Meter Point, the operator of the local network.

“Notice Address” – for Notices from us to you, your registered office address or any replacement address nominated by you for Notices from you to us, the address indicated in the Supply Summary or any replacement address nominated by us.

“Occupier Pack” – contains the Charges and these Terms and Conditions that are applicable to the supply of Energy to your Meter Points where you are receiving energy under a Deemed Contract.

“Party” – either you or us, and Parties means you and us.

“Premises” – each of the Premises shown in the Supply Summary.

“Qualified” – as defined in the BSC, and, in respect of Meter Operators, being a signatory to the Meter Operation Code of Practice Agreement.

“Register”, “Registered”, “Registration” – registration of Meter Points to a supplier in accordance with industry regulations.

“Security Breach” – any security breach relating to the Personal Data, whether or not such incident is sufficiently serious or substantial to justify notification to the Information Commissioner or other relevant supervisory authority in accordance with any Privacy and Data Protection Requirements, or sufficiently serious or substantial to give rise to a material risk of litigation by third parties affected by the breach.

“Security Deposit” – a payment we may require from you prior to your Supply Start Date. Such deposit will be based on your annual consumption data and will be held until you leave supply with us.

“Supply” – any Energy supplied from time to time by us under this Agreement.

“Supply Start Date” - the date on which your Meter Points are registered to Octopus Energy and we start to supply Energy to the Premises under this Agreement. The proposed Supply Start Date is shown in the Supply Summary.

“Supply Summary” – the Welcome Pack, the Occupier Pack or the Appendix, whichever is applicable to your supply.

“Terms and Conditions” – these terms and conditions for the supply of energy to business customers.

“Transmission Company” – National Grid Transmission (NGT) and/or any other holder of a Transmission Licence.

“Transmission Use of System Charges” – charges made by the Transmission Company in respect of use of the Transmission System to transport the Supply excluding balancing use of system charges.

“Welcome Pack” – contains the Charges and these Terms and Conditions that are applicable to the supply of Energy to your Meter Points.

“Working Day” – any day other than a Saturday, Sunday or bank holiday in England and Wales.

1. Introduction

- 1.1. These Terms and Conditions together with the Supply Summary and our applicable tariff information that you're given during your sign-up journey or in the Occupier Pack shall form the Agreement between you and Octopus Energy Limited and shall govern our supply of Energy to you as a business customer.
- 1.2. No agreement will be formed between us until you have confirmed your acceptance of the Charges and Terms and Conditions, as contained in the Supply Summary.
- 1.3. We will always try to contact you if there are any problems with your application. If there are any issues that we are unable to resolve, we might not be able to proceed with your application. We reserve the right to reject your application at our discretion. Common reasons for us needing to reject applications are an unsatisfactory credit score or if your Premises are found to have unsuitable Metering Equipment.

2. Deemed Contract

- 2.1. Means a contract between us and you which is deemed to have been formed on the terms of this Agreement because we supply Energy to a Premises of which you are the owner or occupier, when you have not actively agreed to that supply by us.
- 2.2. Instances when this can happen include when:
 - 2.2.1. you move into Premises already supplied by us until you agree a formal Agreement with us or appoint a new supplier;
 - 2.2.2. you come to the end of a fixed-term contract and do not take any action to move to a different tariff;
 - 2.2.3. the person who was the named account holder with us moves out of the Premises but you remain;
 - 2.2.4. you exercise your right to cancel this Agreement but do not appoint a new supplier; or
 - 2.2.5. your business enters into an insolvency, administration or similar process.
- 2.3. Our deemed contract pricing rates can be found on the following webpages:
 - 2.3.1. For half hourly business out-of-contract electricity rates: <https://octopus.energy/halfhourly-business-rates/>
 - 2.3.2. For non-half hourly business out-of-contract electricity rates: <https://octopus.energy/tariffs/>

3. Contract Start Date

- 3.1. This Agreement commences on the Contract Start Date (which will likely be a different day to the Supply Start Date), or in relation to a Deemed Contract, the date when that contract is deemed to take effect in accordance with clause 2.
- 3.2. This Agreement shall continue until the later of:
 - 3.2.1. the End Date; or
 - 3.2.2. when you no longer have any Meter Points registered with us.
- 3.3. The Charges and these Terms and Conditions shall apply for the duration of this Agreement, except where varied in accordance with these Terms and Conditions. After the End Date, unless you renew your agreement with us or written notice to terminate this Agreement has been provided in accordance

with these Terms and Conditions by either party, your supply will move to our standard variable tariff and these Terms and Conditions will continue to apply to the resulting Deemed Contract indefinitely unless otherwise agreed.

- 3.4. We will write to you prior to the End Date to remind you that your existing Agreement is coming to an end and to let you know your options.

4. Charges

- 4.1. Our Charges for supplying Energy are set out in the Supply Summary.
- 4.2. You agree that you will pay all of the Charges and that all Energy that passes through a Meter Point from the Supply Start Date until termination or expiry of this Agreement (as amended or renewed from time to time) shall be treated as having been supplied under this Agreement.
- 4.3. Our Charges are based on the Energy consumed by you at the Premises, as recorded by the Metering Equipment, and calculated either based on a meter reading supplied by Automated Metering Equipment or a meter reading provided by you, or taken by us, or our Agents. In the event that no meter reading is supplied or available (for example if you have Automated Metering Equipment and it stops sending us data, we will use an estimate.
- 4.4. The Charges to you start from the Supply Start Date and will include some or all of the following:
- 4.4.1. a wholesale unit price (p/kWh) that can vary by time of day and time of year;
 - 4.4.2. a non-wholesale unit charge (p/kWh), covering obligations including but not limited to DUoS, TNUoS, BSUoS and ROC;
 - 4.4.3. a daily standing charge;
 - 4.4.4. a capacity charge;
 - 4.4.5. an exceeded capacity charge;
 - 4.4.6. an Advance Payment;
 - 4.4.7. a Security Deposit; and
 - 4.4.8. any other charges associated with additional products or services taken out by you.
- 4.5. We reserve the right to pass onto you any tax, duty or levy which is imposed upon us in relation to the supply of Energy to you under this Agreement, including but not limited to Value Added Tax, Climate Change Levy, and any carbon tax or other similar levies. In the event that your Premises qualify for reduced VAT or other levy exemption, you must send us a valid HMRC declaration certificate. If you fail to do so, we reserve the right to bill you for VAT and CCL at the standard rates.
- 4.6. We shall also pass through to you any reasonable costs that aren't included in our tariffs under certain circumstances described below. We will tell you how much such charges are at the time and will provide a breakdown of the costs if you ask us for one. These can include:
- 4.6.1. any costs incurred for reactive energy or excess capacity levied on us by the Network Operator;
 - 4.6.2. visiting your Premises and stopping, disconnecting, or reconnecting your Supply if you ask us to (for example, if you need to disconnect your meter temporarily), or to repair damage that you have caused to the Metering Equipment;
 - 4.6.3. inspecting, testing, replacing, or working on your Metering Equipment if you ask us to but there's no problem with it;
 - 4.6.4. charges we are required to pass on to our customers by law, regulation or a regulatory authority (such as Ofgem); and
 - 4.6.5. any reasonable costs we incur (including administration costs) because you failed to comply with these Terms and Conditions.
- 4.7. If we request a Security Deposit from you, we reserve the right to hold this whilst we Supply you (whether under this Agreement or under another agreement or Deemed Contract).

5. Rights and Obligations

- 5.1. Our obligation to supply Energy to you under this Agreement is conditional on:
- 5.1.1. you confirming to us that (i) you have the authority to enter into this Agreement to purchase Energy at the Premises; or (ii) any representative or agent acting on your behalf has this authority; or (iii) you are the owner or occupier of the Premises; or (iv) if you are a sole trader, you confirm that you are aged 18 or over; or (v) if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under this Agreement;
 - 5.1.2. you having passed any of our credit checks
 - 5.1.3. you making an Advance Payment on your energy account or providing a Security Deposit, bond or acceptable guarantee if we request;
 - 5.1.4. you terminating your agreement with your previous supplier; and
 - 5.1.5. each Meter Point being connected to the Network.

- 5.2. Our obligation to supply Energy to Meter Points under this Agreement shall commence on the Supply Start Date as set out in the Supply Summary, or on Registration of the Meter Points to us, whichever is later.
- 5.3. You acknowledge that we cannot guarantee the Supply Start Date, and although we will take reasonable steps to ensure that this will be within 30 calendar days of the Contract Start Date, this is an estimate only and shall not entitle you to any compensation or the right to terminate the Agreement (or any part thereof) if the supply is not started within this time.
- 5.4. We will not be obliged to supply the Premises with more gas than can be supplied by the gas transporter or with electricity in excess of the maximum amounts you are entitled to take through the connection point.
- 5.5. At the time of entering into this Agreement we warrant that we have a valid License to supply under the relevant Act, and you warrant that:
 - 5.5.1. we shall be the sole supplier at each Meter Point for as long as the Meter Point is registered to us;
 - 5.5.2. all information provided by you or your agent is true and correct and is expected to remain so throughout the term of this Agreement, unless varied by agreement between the parties;
 - 5.5.3. you will notify us immediately of any material changes to your circumstances; and
 - 5.5.4. you will indemnify us in full against any liability or loss we may suffer as a result of your breach of these warranties.
- 5.6. At the time of entering into this Agreement, you confirm that:
 - 5.6.1. you have notified us of the details concerning any on-site generation or Automated Metering Equipment at the Premises; and
 - 5.6.2. you have provided us with the name, address and telephone number of your landlord, if applicable. If any of this information changes at any time during the Agreement, you shall notify us at least one calendar month in advance or as soon as reasonably possible thereafter.
- 5.7. Where you have an agreement with a third party for the provision of metering or services you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall be responsible and indemnify us for all costs incurred by us in relation to the metering or service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party equipment.
- 5.8. In respect of all Metering Equipment not read remotely you shall take meter readings on the Supply Start Date and at monthly intervals, or as requested by us and provide those readings to us within three working days. If you fail to supply such meter readings or if we or an Agent reasonably believe such readings are incorrect, then you agree to accept estimated meter readings in accordance with clause 8.7. We shall not be responsible for the accuracy of such meter readings.
- 5.9. If requested, you agree to provide a list of expected shutdown and holiday periods for each Premises. You also agree, if requested, to provide estimates of energy that will be consumed during these periods and that which would be consumed if such shutdowns or holidays were not to occur. These estimates shall be provided at least 7 days in advance.
- 5.10. In any case, you shall not exceed the capacity agreed with the relevant Network Operator. If you exceed such capacity we shall pass through to you any additional costs imposed on us by your Network Operator.
- 5.11. Where you cease to be the owner or occupier of a Premises you agree to give us as much notice as possible and at least 45 days. You shall provide us with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or occupier or the supply is permanently isolated by us or the Network Operator.
- 5.12. You may request Disconnection of any Meter Point at any time. You shall be liable for payment in advance of all costs reasonably associated with such Disconnection and, where required, any subsequent re-establishment of supply. Where such Disconnection is by way of permanent Disconnection this Agreement shall terminate in respect of that Meter Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place.

6. Supply

- 6.1. We do not guarantee you an uninterrupted supply of Energy, emergency or stand by capability under this Agreement.
- 6.2. We act on behalf of your Network Operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms for Connection ("NTC") and agree to keep its conditions. This will happen from the Contract Start Date and it affects your legal rights. The NTC is a legal agreement and sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from your business. If you want a copy of the NTC please visit the NTC website at www.connectionterms.co.uk.

- 6.3. The characteristics of Energy supplied to you are managed by your Network Operator and as such we have no control over the quality of such energy.
- 6.4. Your supply may be temporarily or permanently Isolated or you may be directed to stop using energy for the following reasons:
 - 6.4.1. to avoid danger or as a result of an emergency or potential emergency;
 - 6.4.2. to enable maintenance or repair work to be carried out;
 - 6.4.3. in accordance with the Act or any industry agreements we have necessarily entered into in order to supply energy;
 - 6.4.4. for electricity only, by or on behalf of your Network Operator under the terms of your NTC;
 - 6.4.5. in connection with any Force Majeure event that affects the supply;
 - 6.4.6. where we are entitled to terminate this Agreement in accordance with these Terms and Conditions; or
 - 6.4.7. you have materially breached this Agreement and, following our written notice to you, you have not remedied such breach to our reasonable satisfaction within a reasonable period having regard to the nature and severity of the breach and our ability to make the Supply to you.
- 6.5. Where the supply of Energy to any Meter Point has been disconnected or suspended due to an action or omission by you, you shall indemnify us against any loss, liability or cost which we incur as a consequence. You shall pay the cost of reconnection and, if requested, provide a performance bond or Security Deposit.

7. Credit and Security Cover

- 7.1. You agree that we may check your credit status with credit reference agencies prior to offering any product or service to you and you consent to the use of your information (including the information described in clause 7.3) by us and the sharing of such information with our credit partners and agencies.
- 7.2. If you are a partnership we may credit check all partners or officers. If you are a limited company we may check all your directors.
- 7.3. If at any time during this Agreement, your credit risk status deteriorates in any way, as decided solely by us and/or as reported by one or more Credit Bureau, or your account with us becomes overdue due to non-payment of invoice(s) in accordance with clause 8.2, we may:
 - 7.3.1. Require that you bring your account into good order and/or change the nature of your direct debit arrangement so that it collects the full amount of your bill each month plus any debt outstanding on your account rather than just a fixed amount;
 - 7.3.2. demand immediate payment of all overdue invoice(s) (where invoices are disputed, clause 8.9 shall apply);
 - 7.3.3. on sending a written notification to you amend your payment terms; and/or
 - 7.3.4. demand an additional payment on account, Security Deposit or other form of security and/or guarantee, which is to be put in place within seven (7) calendar days of such demand.
- 7.4. Failure to meet any of the conditions in clauses 7.3 above shall be deemed a material breach of this Agreement and we may terminate the Supply.
- 7.5. If you provide cash as security cover we will return any balance after deducting any sums due to us once the Premises have been transferred to a new supplier. No interest will be paid on sums provided as security cover.

8. Billing and Payment

- 8.1. We will invoice you on a regular basis as set out in the Supply Summary for all Energy supplied to the Premises and any other amounts due under this Agreement.
- 8.2. You shall be responsible for payment of all Charges relating to Energy supplied to the Meter Points. Charges may apply even where Energy is not being consumed at the Premises.
- 8.3. The Charges may include commission paid to a broker or 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 such fee you should seek to resolve the dispute with that third party intermediary. We shall not be obliged to reimburse any proportion of our Charges which you have paid (whether or not such portion relates to a third party intermediary's fees) in the event of any such dispute.
- 8.4. You agree to pay the Charges in accordance with these Terms and Conditions and any tax, levy, duty or other impositions in accordance with legislation in force or with industry agreements.
- 8.5. You agree to settle our invoices by direct debit payment (or such other payment method as agreed between us), which will be collected as agreed in the Supply Summary.

- 8.6. If you do not make payments by direct debit, you may not be eligible for our full range of products and services, and available tariffs may be more expensive.
- 8.7. Where we fail to collect payment (other than as a result of our own act or omission) or you fail to pay the Charges or any other payments due under this Agreement on time, we:
- 8.7.1. will notify you and attempt a further collection by direct debit within five days. If we still fail to collect payment within a further 14 days, you will be deemed to be in material breach and we may give notice of termination if the direct debit is not re-instated and full payment is not received within five working days;
 - 8.7.2. will charge you, and you will be liable for, interest on the sum at the Bank of England base rate plus 4% and shall be applied from the later of the due date for payment or 30 days after you have received our invoice until (and including) the date on which payment is actually received by us in full. Interest on late payments shall be applied monthly and shall continue to accrue notwithstanding the expiry or termination of this Agreement. In addition, we may charge you any administration fee for costs incurred by us as a result of such late payment, including credit management and debt recovery costs;
 - 8.7.3. may, at our discretion, require that you bring your account into good order and/or change the nature of your direct debit arrangement so that it collects the full amount of your bill each month plus any debt outstanding on your account rather than just a fixed amount;
 - 8.7.4. may, at our discretion, change the amount of your direct debit to recover the sums due to us;
 - 8.7.5. will offer you a payment plan according to your circumstances;
 - 8.7.6. will require you to pay a Security Deposit;
 - 8.7.7. may, at our discretion, obtain a warrant to enter the Premises and replace your existing meter with Automated Metering Equipment;
 - 8.7.8. may, at our discretion, take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency or issuing legal proceedings against you;
 - 8.7.9. may, at our discretion, provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in future;
 - 8.7.10. may, at our discretion, charge you additional costs, including our credit management and debt recovery costs; and/or
 - 8.7.11. may, at our discretion, disconnect your supply.
- 8.8. If an Agent's meter reading or actual meter reading is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading or our reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable and once an actual meter reading has been obtained. For the avoidance of doubt, estimates will be provided on the following basis:
- 8.8.1. for Half Hourly Meters, estimates will be created based on a view of historical supply (e.g. this period last year); and
 - 8.8.2. for non-half-hourly meters, we will use the appropriate industry standard profile as relevant for each Meter during the period of estimation multiplied by the EAC associated with each Meter for electricity.
- 8.9. Any costs incurred by us as a result of meter reading visits outside the normal meter reading cycle, change of measurement class, upgrades, transfer of metering equipment or other charges levied by industry participants will be chargeable.
- 8.10. If you reasonably believe you have a dispute about any amount invoiced by us you shall notify us and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute, you shall pay the undisputed part of the invoice after an agreement is reached or any proceedings determined, any amount payable shall be paid within seven working days together with interest accrued in respect of the amount in accordance with clause 8.6.2. After resolution or determination any money owing to you will be credited to your account.
- 8.11. If you request a refund of credit on your account, you must have provided us with meter readings within 14 days of your request, unless you have Automated Metering Equipment that we can collect readings from remotely. We will only be able to give you a refund if this will not cause your account to fall into debt.
- 8.12. All Charges and other costs detailed in the Supply Summary or otherwise stated are exclusive of VAT, which is payable at the applicable rates, as shown on the invoice from time to time.

9. Changing this Agreement

- 9.1. We can change these Terms and Conditions at any time, which may include situations where it is necessary for us to comply with any laws, or other rules that we are obliged to follow. We will notify you if we change these Terms and Conditions and the latest version will be available on our website.

- 9.2. We will not change the Charges for your Supply while your Charges are fixed.
- 9.3. In addition to any other provisions of these Terms and Conditions, we may vary the Charges or pass through any higher or additional costs:
 - 9.3.1. if information provided by you, your representative or Agent is incorrect or incomplete;
 - 9.3.2. as a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of Energy to suppliers, during an emergency of a civil, Energy supply or other nature;
 - 9.3.3. if any changes made to your supply after the date of this Agreement result in an increase or decrease in third party charges;
 - 9.3.4. where a pass through of Charges is indicated in the Supply Summary;
 - 9.3.5. where pass through of third party charges is not indicated in the Supply Summary but where a change in such charges occurs as a result of a change in law, industry agreements or a substantial change introduced by the Authority or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;
 - 9.3.6. you do not have or cease to use your own Agents; and/or as expressly provided for elsewhere in these Terms and Conditions;
 - 9.3.7. if you have a Half Hourly Meter installed (and are therefore quoted and settled on your unique energy profile), you agree that if any planned change to your Supply after the date of this Agreement is forecast to result in a change of greater than 25% in the amount of energy expected to be consumed or in your expected Consumption Profile Ratio over the following 12 months; or
 - 9.3.8. otherwise at any time by giving you 30 calendar days prior written notice of intended variation to the Charges. In this case, you may terminate the Agreement by providing 30 calendar days' notice even if the notice period set out in the Supply Summary is longer.
- 9.4. Except as expressly provided for in these Terms and Conditions, this Agreement may only be varied in accordance with clause 14.12.

10. Metering

- 10.1. The Metering Equipment must at all times comply with the Act and be appropriate to support all apparatus connected to it. In the event that we become aware that any part of the Metering Equipment is not suitable, we may arrange for installation, maintenance or replacement of the Metering Equipment and you shall pay the costs incurred.
- 10.2. Where it is a condition of our Supply License that Automated Metering Equipment is installed in respect of a Meter Point, you shall cooperate with us and our Agents to enable us to meet our obligations. If we or our Agents visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.
- 10.3. If you have an existing Agreement in place with a Meter Operator for Metering Equipment provision and maintenance, you may request that we appoint such Meter Operator, but we reserve the right to appoint our own.
 - 10.3.1. in all cases, you shall give us at least one calendar months' notice before the appointment is due to take effect and you shall be liable for all costs and liabilities reasonably incurred by us as a result of such appointment.
 - 10.3.2. we may reject or delay appointment of a Meter Operator of your choice where we have reasonable grounds to do so. You shall not have more than one Meter Operator at any one time to perform the relevant Agent Service for each Meter Point. All Meter Operators must be Qualified and if your Meter Operator ceases to be Qualified we will appoint a replacement and recover from you all costs reasonably incurred. You shall indemnify us against all costs and expenses we may incur in relation to the appointment of a Meter Operator hereunder.
- 10.4. You shall Notify us as soon as practicable where changes are made to any Meter Point.
- 10.5. You shall provide us and the relevant Agents with safe and reasonable access to the Meter Points at all times. You shall not obstruct access to a Meter Point at any time and you shall ensure that, where access to a Meter Point requires a key, accompaniment by you or your representative or any other form of assistance, access to the Meter Point shall not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Meter Point at any time we may notify you of the situation and, if it is not rectified to our satisfaction within two months of the notification, we shall pass through to you any additional costs incurred by us as a result of such failure.
- 10.6. The Metering Equipment shall be deemed to be accurate unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, the Metering Equipment shall be

- examined in accordance with the Act as soon as practicable. Except where the Meter Operator is appointed by us, you shall be responsible for all costs incurred if the meter is found to register inaccurately beyond that permitted under the Act. If the meter is found to register accurately then the cost shall be paid by the Party issuing the Notification.
- 10.7. You shall notify us as soon as reasonably practicable if you believe there has been damage to or interference with the Metering Equipment or Communications Equipment or interruption to a communication signal and you agree to provide us with all information which we may reasonably require. If you wilfully damage or interfere with any Metering Equipment or Communications Equipment or interrupt a communication signal, we may immediately terminate the Supply and you shall indemnify us for all costs reasonably incurred.
- 10.8. If a Premises has Automated Metering Equipment, you consent to us obtaining, storing and using consumption data from this equipment. We will only use this data for the purposes of optimising settlement and forecasting; identifying energy efficient savings and products; and the monitoring and control of potential energy theft; and for research into, and development of, energy projects and products.

11. Ending the Agreement

- 11.1. We may enter an objection under the customer transfer process and prevent an alternative supplier from Registering your Meter Point:
- 11.1.1. if you arrange to transfer to an alternative supplier before the End Date in breach of this Agreement;
- 11.1.2. if you have outstanding, overdue, undisputed invoices;
- 11.1.3. if an alternative supplier attempts to Register a Meter Point in error; or
- 11.1.4. where registration of a Meter Point would be in breach of industry regulations.
- 11.2. Either party may terminate this Agreement for convenience any time after the Contract Start Date by giving written notice to the other Party that is at least the amount of time specified in the Cancellation Notice Period set out in the Supply Summary. Where you exercise such right to terminate before the End Date then you will be liable for any reasonable costs incurred by us arising as a result of termination (exit fees) and, unless otherwise agreed, such costs shall include costs associated with the sale of any existing forward energy contracts that have a delivery date after the termination date, including any losses incurred on the same contracts.
- 11.3. Either Party may terminate this agreement, such notice to specify the effective date of termination if;
- 11.3.1. the other Party commits a material breach of the terms of this Agreement and has not remedied that breach (if it is capable of remedy) within thirty (30) days of being given notice in writing by the other Party specifying the breach; and
- 11.3.2. without prejudice to clause 12.3, the other Party is prevented from performing its material obligations hereunder due to a Force Majeure event for a period of three (3) months.
- 11.4. We may immediately terminate the Supply in respect of any one or more Premises if:
- 11.4.1. you are deemed in accordance with law to be unable to pay your debts, (as defined in Section 123 of the Insolvency Act 1986), you propose a voluntary arrangement or any legal proceedings or other steps are taken in relation to: your winding-up or liquidation; the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of you or your assets; a composition, assignment or arrangement with your creditors;
- 11.4.2. you cease to be a party to or are in material breach of your obligations under the Network Operator's terms of connection;
- 11.4.3. you have not obtained landlord's consent which is required for us to become a supplier of energy to the Premises;
- 11.4.4. 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 energy payments outstanding to us under a separate agreement;
- 11.4.5. Ofgem directs another supplier, instead of us, to supply the Premises; or
- 11.4.6. there is a risk of danger to the public if the supply is continued.
- 11.5. In respect of Meter Points that remain Registered to us after the termination of the Supply, these Terms and Conditions shall remain in force except that you may arrange to transfer your supply to another supplier subject to the conditions of clause 11.1.
- 11.6. Your final invoice shall be based on the closing meter read or, where appropriate, the terms of clause 8.7 shall apply. Where a Meter Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator.
- 11.7. If the Agreement is wrongfully terminated by you, for example without the correct notice set out in the Supply Summary, or terminated by us as a result of a material breach of these Terms and Conditions by you, without prejudice to our right to pursue any additional legal remedy, we may charge you a

- termination fee to recover any reasonable losses, energy costs or expenses that we incur as a result of your early termination.
- 11.8. Termination of this Agreement shall not affect any rights or obligations that may have accrued prior to the date of termination.

12. Liabilities and Force Majeure

- 12.1. Nothing in this Agreement shall exclude liability for death or personal injury resulting from the negligence of a Party, or for fraud or fraudulent misrepresentation. Subject to this, and excluding the specific indemnities in clauses 5.5.4, 5.7, 6.5, 10.3.2, 10.7, each Party's total liability to the other Party shall not exceed six times the average monthly payment due from you for the relevant Premises, or £1,000,000, whichever is the lesser.
- 12.2. Except in respect of your liability to pay the Charges and where otherwise provided herein, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.
- 12.3. Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement to the extent that the performance of the affected party is prevented due to Force Majeure. The affected Party shall notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued immediately upon the ending of the circumstances of Force Majeure.
- 12.4. We shall not be liable to you if the energy supply has been stopped due to a shut down or interruption caused by the Network Operator, your agents, or any action taken by you.

13. Data Protection

- 13.1. Although we acknowledge that the Data Protection Legislation ultimately determines status, we agree that we shall each be Controllers in respect of any Personal Data that you and we receive through the supply of Energy to you pursuant to this Agreement.
- 13.2. We agree that we will use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website at www.octopus.energy/policies/privacy-policy.

14. General

- 14.1. This Agreement forms the entire agreement between us and contains all agreed representations, warranties and undertakings and supersedes any previous agreement, representation or understanding between us.
- 14.2. Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representation or undertakings that were made by, or on behalf of the other Party at any time before its agreement, other than those set out in this Agreement.
- 14.3. Notices to you under this Agreement will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received 2 Working Days after we have sent it to you, unless we receive evidence to the contrary.
- 14.4. Notices of termination of your existing contract with us should be emailed to business@octopus.energy, or sent by post to Octopus Energy Limited, UK House, 5th Floor, 164-182 Oxford Street, London, United Kingdom, W1D 1NN. If sending notice via post, please allow at least two weeks for notice to be received by us.
- 14.5. We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the Charges) or obligations under this Agreement without your consent, but this will not affect your rights under the Agreement. You may not transfer the Agreement or any rights under it without obtaining our prior written consent.
- 14.6. All information in this Agreement is confidential and, other than as provided for herein, no Party shall disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing to keep it confidential (**Representatives**). The recipient of confidential information is also responsible for any non-compliance of its Representatives with these confidentiality provisions. The recipient may disclose Confidential Information when required by law, after giving reasonable notice to the discloser, if permitted by law. We may:
- 14.6.1. disclose any information relating to you to allow us to perform our obligations under this Agreement;

- 14.6.2. share information about your account and payment history with credit agencies;
 - 14.6.3. disclose information as we are required to do by law or to regulators from time to time;
 - 14.6.4. disclose information to third parties contracted by us to recover sums due to us under this Agreement; and
 - 14.6.5. disclose information relating to you or this agreement to our Affiliates and business partners for the purpose of providing you with other offers and products.
- 14.7. If any provision of this Agreement is found by a Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 14.8. Each Party shall use reasonable endeavours to resolve any disputes. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Agreement or at law. This Agreement shall apply during the dispute resolution process.
- 14.9. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement but that does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 14.10. Nothing in this Agreement is intended to, or shall, operate to create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise bind the other in any way or to hold itself out in its advertising or otherwise in any manner that would indicate or imply any such relationship with the other
- 14.11. If we do nothing, or delay taking action, when you breach the Terms and Conditions, we will still be entitled to take action at a later date if we choose to.
- 14.12. Except as expressly provided for in this Agreement, no modification or variation of this Agreement, shall be valid unless it is in writing and signed by or on behalf of each of the Parties. For the avoidance of doubt, no modification or variation of this Agreement will be valid if made by e-mail.
- 14.13. This Agreement (and all contractual and non-contractual matters arising in relation to it) will be governed by and read in accordance with the laws of England, and subject to the jurisdiction of the courts of England and Wales.