

TERMS & CONDITIONS

In this document you will find the detailed terms and conditions of service for Watt Utilities Ltd.

For your benefit and ease of use, we have set out below the principal terms which come into effect once a customer uses the Watt Utilities Ltd switching service.

1. The circumstances under which Watt Utilities Ltd will compensate customers for any loss occurring as a result of an act or omission made by Watt Utilities Ltd in carrying out the Switching Service. See Clause 10.4 for more information.
2. Subject to Clause 6 below, the Watt Utilities Ltd Switching Service is free of any charges except when a customer subsequently decides not to continue with the transfer after having agreed upon a verbal contract.
3. By agreeing to the Services, the Customer is accepting that the Supplier may pay WATT Utilities Ltd a Referral Fee or Commission for the introduction. WATT Utilities Ltd therefore may receive a commission payment from a Supplier should the Customer enter into a Contract with a Supplier. The amount of commission may vary depending on the Supplier and the type of Contract entered into. The standard industry practice is for the Supplier to apply an uplift to your unit cost for the utility provided. By way of an example, if we secure a price of 10p/KwH and then the Supplier adds an uplift of 0.3p/KwH this would make the price 10.3p/KwH and our commission would be the 0.3p/KwH. The uplift will depend on the energy usage, spend, length of contract, credit risk etc. We however at all times abide to the industry average and will never charge more than what is fair and reasonable. We must stress that any commission payment does not, and will not, interfere with our obligation to recommend Suppliers based upon the Customer's needs and requirements.

If you have any specific questions in relation to our terms and conditions, our Customer Service team will be more than happy to help. Likewise if you feel that we did not handle your issue in the right way or there is a problem we might be able to fix, please get in touch. Your views are very important to us. If we have not delivered the standard of service you expected, or if we made a mistake, we would like to know. We will investigate the situation and set about putting it right as quickly as we can, if we can. We don't want to make the same mistake again so your feedback is very important to us.

Watt Utilities Customer Service Team can be reached on 0844 371 2975

TERMS AND CONDITIONS OF SERVICE

These Terms govern the use by the Customer of any of the Services that WATT UTILITIES LTD agrees to provide to the Customer from time to time, whether via the Site, the Call Centre or otherwise. Please read these Terms carefully before accepting these Terms and using the Services. By using the Services you signify that you have read, understand and agree to be bound by these Terms as well as the terms and conditions set out in our Privacy Policy www.watt.co.uk/help/privacy-policy and the Website Terms of Use www.watt.co.uk/help/terms-and-conditions If you do not agree to these Terms, the Privacy Policy and the Terms of Use, do not use the Services.

These Terms govern the use by the Customer of any of the Services that WATT UTILITIES LTD agrees to provide to the Customer from time to time, whether via the Site, the Call Centre or otherwise. Please read these Terms carefully before accepting these Terms and using the Services. By using the Services you signify that you have read, understand and agree to be bound by these Terms as well as the terms and conditions set out in our Privacy Policy www.watt.co.uk/help/privacy-policy and the Website Terms of Use www.watt.co.uk/help/terms-and-conditions If you do not agree to these Terms, the Privacy Policy and the Terms of Use, do not use the Services.

1. Definitions

The following definitions apply to these Terms and Conditions of Service (the “Terms”):

Contract Cancellation Administration Fee: has the meaning set out in clause 4.7.

Call Centre: means the call centre operated by WATT UTILITIES LTD for the purposes of providing the Services.

Commission or Referral Fee: the sum WATT UTILITIES LTD receives from a SUPPLIER should a Customer enter into a Contract.

Contract or Supply Contract: means the contract(s) with energy Suppliers for the supply of electricity and/or gas.

Contract Checking Service: means the contract checking service that WATT UTILITIES LTD agrees to provide to the Customer whereby WATT UTILITIES LTD obtains, on the Customer’s behalf, information about the Customer’s existing contractual position with the Customer’s Existing Supplier.

Credit Score Criteria: means the credit rating requirements as may be determined and required by WATT UTILITIES LTD and/or the Supplier from time to time in order for a Customer to qualify to use the Services and contract with a Supplier.

Customer: means any non-domestic commercial customer who satisfies the eligibility requirements set out in clause 3.2 and to whom WATT UTILITIES LTD agrees to supply any of the Services from time to time.

Existing Supplier: means the Customer’s existing third party energy/utilities supplier.

Intellectual Property Rights: means any and all intellectual property rights, including without limitation; copyright, patents, rights in inventions, design rights, trademarks, service marks (in each case whether registered, unregistered or the subject of an application to register), moral rights, database rights, rights in computer programs, semi-conductor topographies, confidential information, trade secrets, know-how, business, trade and domain names, rights in goodwill and rights to bring a claim for passing off, unfair competition rights and all similar, like and analogous rights wherever held in the world and all extensions revivals and reversions thereof and, in each case, all equivalent forms of protection which subsist now or which subsist in the future.

Letter of Authority: means a letter that the Customer will sign authorising WATT UTILITIES LTD to act on its behalf and to contact and liaise with the Customer's Existing Supplier, as may be required in the course of WATT UTILITIES LTD providing the Services. Watt Utilities Ltd which is a company registered in England and Wales under company number 06702949 and which has its registered trading address is 5th Floor, St Ann's House, St Ann's Place, Manchester, M2 7LP

Price Comparison Service: means the price comparison service that WATT UTILITIES LTD agrees to provide to the Customer whereby the Customer is provided with free, impartial information on Suppliers' prices in relation to the services and products offered by the Suppliers.

Quotation: means a quotation provided to the Customer by WATT UTILITIES LTD on behalf of a Supplier which sets out the terms and prices upon which a Supplier may be prepared to supply the Supplier Services to the Customer.

WATT: means the renewal service that WATT UTILITIES LTD provides to the Customer whereby the Customer appoint WATT UTILITIES LTD as its exclusive agent with authority to negotiate, secure and enter into on behalf of the Customer new Supply Contracts and to terminate any existing Supply Contracts relating to

each separate Supply Number during the Term applicable to any such Supply Number.

Services: the services provided by WATT UTILITIES LTD whether via the Site, the Call Centre or otherwise, to which the Customer chooses to subscribe from time to time, which shall include the Price Comparison Service, WATT, the Switching Service and the Contract Checking Service.

Site: means the website www.watt.co.uk

Supplier: means any third party energy/utilities supplier of services and/or products as may be selected by WATT UTILITIES LTD and/or listed on the Site from time to time.

Supplier Services: means the energy/utilities supply services and/or products as may be agreed to be provided by a Supplier to a Customer from time to time.

Supply Number: means electricity or gas meter points with administration or reference numbers.

Switching Service: means the switching service that WATT UTILITIES LTD agrees to provide to the Customer whereby WATT UTILITIES LTD agrees to either: (i) facilitate the switching of the Customer to the Supplier; or (ii) assist in the renegotiation of the Customer's arrangements with its Existing Supplier; in each case if the Customer has accepted a Supplier's Quotation presented to it as part of the Price Comparison Service.

2. Application of Terms

2.1 Subject to clause 2.2 below, these Terms shall apply to the provision of any Service by WATT UTILITIES LTD to a Customer and shall apply in place of, prevail over and supersede any other terms or conditions contained or referred to elsewhere

(whether in correspondence or otherwise) or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by WATT UTILITIES LTD or a WATT UTILITIES LTD authorised representative.

2.2 From time to time WATT UTILITIES LTD may supplement these Terms with additional terms relevant to the provision of certain Services, including without limitation the Contract Management Services. These additional terms may be placed on the Site and/or sent to you and you agree that any such additional terms are hereby incorporated into these Terms.

3. Subscribing to the Services

3.1 In order to use any of the Services, the Customer will need to register with WATT UTILITIES LTD via the Call Centre or the Site. WATT UTILITIES LTD may, in their sole discretion, refuse to register any business as a Customer.

3.2 In order to be eligible to register to use the Services, the Customer must:

- a. be a business that is resident in the UK;
- b. be aged eighteen years or over (if a sole trader);
- c. meet any Credit Score Criteria required by WATT UTILITIES LTD and/or any Supplier; and
- d. be able to provide WATT UTILITIES LTD with all such relevant information as WATT UTILITIES LTD may require in order to provide the Services to the Customer.

4. Provision of Services

Price Comparison Service

4.1 If the Customer opts for and WATT UTILITIES LTD agrees to provide the Price Comparison Service, WATT UTILITIES LTD will use its reasonable endeavours to negotiate and secure as favourable and competitive prices as possible on behalf of the Customer and will provide the Customer with any relevant Quotations obtained by the Suppliers for consideration by the Customer. WATT UTILITIES LTD and the Supplier reserve the right to revise, amend or withdraw any Quotation at any time upon informing the Customer.

4.2 The provision of any Quotation by a Supplier via WATT UTILITIES LTD does not constitute an offer to the Customer and the terms of a Quotation and duration for which any Quotation will be valid will vary depending on the Supplier. The Customer's acceptance of a Quotation constitutes a non-revocable offer by the Customer to engage the Supplier to provide the Supplier Services and once such an offer has been made by the Customer, the Customer shall be committed to such offer and shall not be entitled to revoke the offer.

4.3 All offers made by Customers shall be subject at all times to the Supplier's acceptance and the Supplier shall be entitled at any time to refuse to accept a Customer's offer for any reason at the Supplier's sole discretion. No offer placed by the Customer shall be accepted by the Supplier other than: (a) by a written acknowledgement issued and executed by the Supplier; or (b) (if earlier) by the Supplier starting to provide any of the Services.

Switching Service

4.4 If the Customer makes an offer based on a Quotation and if the Supplier accepts the Customer's offer, WATT UTILITIES LTD will provide the Switching Service which will include organising the contract between the Supplier and the Customer (the "Contract") for the supply and purchase of the Supplier Services. WATT UTILITIES LTD shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to effecting any transfer.

4.5 WATT UTILITIES LTD will arrange the Contract based on the information provided by the Customer to WATT UTILITIES LTD. Prior to completion of the Contract, the Customer's information will be confirmed by WATT UTILITIES LTD with the Customer by email, via the Call Centre or by letter. It is the Customer's responsibility to ensure at this point that all the Customer information is true, accurate, complete, reliable and current in all respects and to inform WATT UTILITIES LTD promptly if there are any errors and/or if any amendments are required. If any of the Customer information needs to be amended or rectified, this may result in the transfer being delayed or rejected by the Supplier.

4.6 Once the Contract is in final form, WATT UTILITIES LTD will send a summary of the key terms of the Contract to the Customer. The Customer must check that all the details are correct and must inform WATT UTILITIES LTD of any errors and/or amendments within 24 hours of receipt.

a. By signing or otherwise accepting a Quotation presented by WATT UTILITIES LTD, the Customer acknowledges and agrees that:

- All payments to the Supplier shall be made by Direct Debit, unless otherwise agreed in writing by the Supplier; and
- The Customer will permit the installation of a smart meter at the premises if required by the Supplier as a condition of the Supply Contract.

This agreement forms part of the conditions for supply, and failure to comply may affect the validity or continuation of the Contract.

4.7 If a Customer subsequently decides to not proceed with providing its custom to the Supplier in respect of which WATT UTILITIES LTD has performed the Price Comparison Service and the Switching Service, WATT UTILITIES LTD shall be entitled to charge the Customer an administration fee of £150 plus VAT (the "Contract Cancellation Administration Fee").

4.8 The Customer agrees that within reasonable time and by no later than 15 days prior to the last day upon which notice to terminate the Contract can be served by the Customer, the Customer shall contact WATT UTILITIES LTD so as to enable WATT UTILITIES LTD to perform the Price Comparison Service again on behalf of the Customer. WATT UTILITIES LTD shall also be entitled, but not obliged to, contact the Customer for the same purpose.

4.9 The Customer acknowledges that by entering into a Contract with a Supplier, the Customer will be contracting directly with the Supplier and not with WATT UTILITIES LTD. The Customer agrees that WATT UTILITIES LTD is not liable in any way in relation to any transactions, dealings or arrangements of any kind made between the Customer and any Supplier and that any such transaction, dealing or arrangements (including, without limitation, any payment obligations of the Customer thereunder) are the Customer's sole risk and responsibility.

Contract Checking Service

4.10 If the Customer opts for and WATT UTILITIES LTD agrees to provide the Contract Checking Service, the Customer will be required to sign a Letter of Authority authorising WATT UTILITIES LTD to contact and liaise directly with the Customer's Existing Supplier and the Customer agrees to promptly provide to WATT UTILITIES LTD all such information and assistance as WATT UTILITIES LTD may require in order to carry out the Contract Checking Service.

4.11 Upon receipt of a signed Letter of Authority WATT UTILITIES LTD will send to the Customer's Existing Supplier a questionnaire requesting details of the key terms of the Customer's arrangements with the Existing Supplier, including the contract end date, notice period, termination process, current prices and details of the Customer's consumption.

4.12 Once WATT UTILITIES LTD has received a response to the questionnaire from the Existing Supplier, WATT UTILITIES LTD will use its reasonable endeavours to forward such response to the Customer. However, WATT UTILITIES LTD shall not

be responsible for any delay or failure by the Existing Supplier to respond to the questionnaire and/or to cooperate with WATT UTILITIES LTD in relation to any request WATT UTILITIES LTD may make whilst performing the Contract Checking Service.

4.13 For the avoidance of doubt, WATT UTILITIES LTD shall not be responsible for the provision of any Supplier Services.

5. Provision of Services

5.1 Save for clauses 5.2, 5.3 and 6 below, WATT UTILITIES LTD will provide the Services free of charge.

5.2 WATT UTILITIES LTD reserves the right to be entitled to charge for any of the Services and/or impose charges at any time in its sole discretion, upon reasonable notification to the Customer. If the Customer does not agree to such charges, the Customer shall be entitled to opt out of receiving the Services to which it had subscribed.

5.3 Any Administration Fee payable under clause 4.7 above shall be payable to WATT UTILITIES LTD by no later than 30 days from the date of the invoice for the same.

5.4 Without prejudice to WATT UTILITIES LTD's other rights and remedies, if the Customer fails to pay when due any amount payable by it under or in connection with these Terms, including paragraph 6.4 below, it shall forthwith on demand by WATT UTILITIES LTD pay interest on the overdue amount from the due date until the date of actual payment (after as well as before judgment) at the rate of 8 per cent per annum or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, WATT UTILITIES LTD reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

6. Commission

6.1 As a result of using the Services the Customer acknowledges and agrees that WATT UTILITIES LTD may receive a Referral Fee or Commission payment from the Supplier should a Customer enter into a Contract. The Commission payment will be paid by the Supplier and will be calculated by applying a nominal fee to the Supplier's base costs.

6.2 The Commission payment may vary dependent upon the Supplier and the type of Contract entered into.

6.3 The Commission payment may be paid to WATT UTILITIES LTD in full and/or in instalments from the date when the Customer enters a Contract with a Supplier.

6.4 The Customer agrees to indemnify WATT UTILITIES LTD for any Commission payments repaid to the Supplier in the scenario where the Customer cancels a Contract after a Commission payment has been paid and the Supplier clawbacks the Commission payment from WATT UTILITIES LTD.

6.5 It is important to note that the Commission payment shall never undermine the Services provided or influence the manner in which WATT UTILITIES LTD deal with a Customer. The Customer's interests will always remain paramount.

7. Customer's Obligations

7.1 In addition to the Customer's other obligations set out in these Terms, the Customer warrants, represents and undertakes:

- a. to co-operate with the Supplier(s) in all matters relating to the Services including, without limitation, providing all relevant information in a timely manner as the Supplier(s) and/or WATT UTILITIES LTD may require from time to time and

that all such Customer information will be true, accurate, complete, reliable and current in all respects;

b. to comply at all times with these Terms and any applicable terms and conditions imposed by a Supplier in relation to the supply of the Supplier Services;

c. that any password, user details and/or account number allocated to or created by the Customer to enable the Customer to use the Services shall be kept confidential by the Customer at all times. WATT UTILITIES LTD will be entitled to assume that any person using the Customer's password, user details and/or account number is the Customer or someone doing so with the Customer's permission. The Customer shall be responsible and liable for any actions of any person using the Customer's password, user details and/or account number and shall immediately notify WATT UTILITIES LTD of any unauthorised use of the same.

8. Intellectual Property Rights

The Customer agrees that any and all Intellectual Property Rights in or to the Services, any information and/or materials provided the Customer, the Site and any content therein (including, without limitation, the look and feel of the Site) shall remain owned by WATT UTILITIES LTD and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of WATT UTILITIES LTD's (and/or its licensors') Intellectual Property Rights and may expose the Customer to both civil and criminal liability.

9. Termination

9.1 Without prejudice to the foregoing and any other rights and remedies that WATT UTILITIES LTD may have, WATT UTILITIES LTD shall be entitled to terminate or

suspend the Services immediately upon written notice to the Customer in the event that: (a) the Customer is in breach of any of the provisions of these Terms and that in the case of a breach capable of remedy, such breach shall not have been remedied within 7 days of the date of a written notice from WATT UTILITIES LTD to the Customer specifying such breach; or (b) WATT UTILITIES LTD suspects on reasonable grounds that the Customer may have committed or attempted to have committed any fraud against WATT UTILITIES LTD and/or any Supplier.

9.2 The Customer hereby agrees to indemnify, keep indemnified, defend and hold WATT UTILITIES LTD and its parent companies, subsidiaries, affiliates and each of their respective officers, directors, employees, owners, agents, suppliers, contractors, partners, information providers and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any of such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with any use by or conduct of the Customer in relation to any of the Services, any transactions, dealings or arrangements made with any third party as a result of using the Services or any breach of any of the provisions of these Terms or of any law or the rights of any third party

10. Limitation on Liability

10.1 WATT UTILITIES LTD will exercise all reasonable skill and care in providing the Services. However, the performance of the Services by WATT UTILITIES LTD may be dependent upon third parties (including, without limitation, Suppliers and Existing Suppliers) and WATT UTILITIES LTD is not able to guarantee or accept any responsibility for any failure or delay caused by such third parties or for any inaccurate, incomplete or unreliable information provided to the Customer by such parties via WATT UTILITIES LTD.

10.2 WATT UTILITIES LTD shall use its reasonable endeavours to ensure that all pricing information provided by WATT UTILITIES LTD to the Customer as part of the

Pricing Comparison Service is accurate, current and reliable in all material respects. However, save in respect of the foregoing, WATT UTILITIES LTD does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purposes or legality of any information accessed as a result of the Customer's use of the Services, the Site or the Call Centre or otherwise communicated by WATT UTILITIES LTD to the Customer.

10.3 Except as expressly provided in these Terms, the Services and the Site are provided on an "as is" basis without representation or warranty of any kind and to the fullest extent permissible pursuant to applicable law WATT UTILITIES LTD disclaims all other conditions, representations, statements and warranties, either express or implied (whether by common law, custom, statute or otherwise).

10.4 Subject to the foregoing, if by any mistake, act or omission of WATT UTILITIES LTD in the performance of the Services, the Customer suffers a direct financial loss as a result of such mistake, act or omission, WATT UTILITIES LTD will compensate the Customer for such direct loss on the following basis:

a. the Customer must submit any claim within 3 months of identifying the mistake, act or omission that has resulted in such direct loss and must follow WATT UTILITIES LTD's claims process, as is more particularly set out in www.watt.co.uk/help/complaints-procedure and

b. WATT UTILITIES LTD's total liability for all losses of whatever nature suffered by the Customer as a result of such mistake, act or omission is strictly limited to the lesser of: (i) the amount that the Customer would have saved but for WATT UTILITIES LTD's mistake, act or omission; or (ii) the commission fee earned by WATT UTILITIES LTD from the Supplier as a result of WATT UTILITIES LTD securing and finalising the Contract between the Supplier and the Customer, which can be found by emailing the customer ID to contact@wattutilities.co.uk

c. The Customer acknowledges and agrees that WATT UTILITIES LTD shall not be liable for:

- i. any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind that are not directly associated with the Customer's claim;
- ii. any loss of profit or savings;
- iii. loss or corruption of data or information
- iv. loss of contracts, business or opportunity;
- v. damage to goodwill or reputation(s); in each case whether direct or indirect and in each case whether based in contract, tort (including without limitation negligence), strict liability, or otherwise, arising out of or in connection with these Terms, the Services, the Site and/or any use thereof, in each case even if WATT UTILITIES LTD has been forewarned or is aware of the possibility of such loss or damage.

10.5 WATT UTILITIES LTD does not exclude or limit its liability (if any) in any way:

- a. for death or personal injury caused by WATT UTILITIES LTD's negligence;
- b. for fraud or fraudulent misrepresentation; or
- c. for any matter from which it is unlawful to exclude, or attempt to exclude, WATT UTILITIES LTD's liability.

11. Data Protection

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Customer in accordance with WATT UTILITIES LTD's Privacy Policy, as is more particularly set out in

www.watt.co.uk/help/privacy-policy The Customer also grants WATT UTILITIES LTD permission to investigate their supply details on the relevant industry databases (including but not limited to Transco, Xoserve, ECOES, Companies House, HRMC, The Charity Commission for England and Wales) in order to provide any quotation, or facilitate any contract or transfer.

12. Force Majeure

WATT UTILITIES LTD shall have no liability to the Customer if it is prevented from or delayed in performing any of its obligations in relation to the provision of any of the Services, or from carrying on its business, by acts, events, omissions or accidents beyond WATT UTILITIES LTD's reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of WATT UTILITIES LTD or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, and WATT UTILITIES LTD shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

13. No Waiver

Any failure or delay by WATT UTILITIES LTD to enforce any of its rights under these Terms is not to be taken as or deemed to be a waiver of that or any other right unless WATT UTILITIES LTD acknowledges and agrees to such a waiver in writing.

14. Severability

If any clause or part of a clause of these Terms is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these Terms. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms.

15. Third Party Rights

Except as expressly provided in clause 9.2, the parties agree that the provisions of these Terms are personal to them and are not intended to confer any rights of enforcement on any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract or to any of its provisions, other than clause 9.2.

16. Transfer of Rights and Obligations

16.1 These Terms are binding on the Customer and WATT UTILITIES LTD and on each parties' respective successors and assigns.

16.2 The Customer may not transfer, assign, charge or otherwise dispose of these Terms, or any of its rights or obligations arising under them, without WATT UTILITIES LTD's prior written consent.

16.3 WATT UTILITIES LTD may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of its rights or obligations arising under them.

17. Entire Agreement

The warranties, exclusions and other express provisions of these Terms, the Privacy Policy and the Terms of Use set out the full extent of our obligations and liabilities concerning the subject matter and supersede any previous agreements between the parties relating thereto.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.