



## TERMS AND CONDITIONS

### DEFINITIONS:

**Audit Report** has the meaning given in clause 2.2;

**Effective Date** has the meaning given in clause 1.3;

**Commission** has the meaning given in clause 4;

**Agreement** the Agreement between you and us for the supply of Services in accordance with these terms and conditions

**Customer or "you" or "you're"** the person or firm who receives Services from us;

**Customer Default** has the meaning given in clause 3.4;

**Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002 and the Privacy and Electronic Communications Regulations 2003 as amended;

**Energy Supplier** the energy supplier that you chose to enter into the New Energy Supply Contract;

**New Energy Supply Contract** the contract entered into by you with the Energy Supplier as part of the Services and any extensions to this Agreement;

**Services** the services that we will provide to you including presenting you with details of a proposed energy supply contract(s) from one (or a number) of energy suppliers from our portfolio of energy suppliers for you to choose to accept and may include other energy and utility consultancy services (if requested by you and subject to qualification) including presenting you with details of energy and utility efficiency options from third party providers for you to choose to accept;

**Supplier or "we" or "us"** Quick Utilities Limited registered in England and Wales with company number 11697078 whose registered office is Bovis House, 7-9 Victoria Road, Hartlepool, England, TS24 7SE.

### 1. BASIS OF AGREEMENT

- 1.1 Quick Utilities operated as an energy consultancy which is designed to assist non-domestic consumers in the business market by acting as an intermediary between energy suppliers and consumers.
  - 1.1.1 By signing these terms and conditions, you are entering into a legally binding agreement to obtain the Services in accordance with this Agreement.
  - 1.1.2 The date upon which these terms and conditions are signed by you is the date upon which the Agreement shall come into the existence between you and us ("**Effective Date**").
  - 1.1.3 These terms and conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, whether written or oral.

### 2. SUPPLY OF SERVICES

- 2.1 You agree that in return for us receiving the Commission, we shall supply the Services to you and you shall receive the Services in accordance with this Agreement.
- 2.2 We may present you with various energy and utility efficiency solutions offered by certain third party providers for you to consider. If you require this Service, we will arrange to undertake a visual survey of your equipment and obtain details of your current usage. We will then request quotations for various energy or utility services from our contacts and present you with an audit report ("**Audit Report**") detailing certain energy and utility efficient solutions and quotations for you to choose to accept. These value added services are subject to qualification.
- 2.3 We will assist you in contacting and liaising with the Energy Supplier or third-party provider in order to ask questions or resolve queries on your behalf;
- 2.4 We agree to use all reasonable endeavours to meet any performance dates specified by us but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

### 3. CUSTOMER'S OBLIGATIONS

- 3.1 **You agree**; to co-operate with us in all matters relating to the Services; on demand, to provide us with such information, data or documents as we may reasonably require in order to supply the Services; to ensure that all information, data and documents provided to us by you are complete, up to date and accurate at all times; to immediately inform us if there is any change in your circumstances and/or business which may affect the provision of the Services; to provide such assistance as we may reasonably require from time to time in relation to the Services; we may supply any information, data or documents that we receive from you to such energy providers as we may determine; to comply with the provisions of the Bribery Act 2010 and any other applicable legislation.
- 3.2 We will ask you to sign a Letter of Authority prior to this Agreement, by signing the Letter of Authority **you agree**; to provide authority for us to obtain information from your current energy supplier(s) in relation to your current rates and energy consumption and to provide authority for us to enter into discussions and/or arrangements with such energy providers from our portfolio as we may determine.
- 3.3 By signing these terms and conditions **you agree**; to provide authority for us to terminate your existing energy supply contract on your behalf; to provide authority for us to enter into the New Energy Supply Contract with the Energy Supplier on your behalf; to sign a direct debit mandate for the New Energy Supply Contract (if required by the Energy Supplier); to provide all information required by the Energy Supplier under the New Energy Supply

Agreement; you warrant that you have not and you will not enter into any other energy supply contract for the intended period of the New Energy Supply Contract for any reason including due to a change in tenancy or change in occupancy; you warrant that you will fulfil your obligations under the New Energy Supply Contract with the Energy Supplier; to provide authority for us to obtain information from the Energy Supplier in connection with the New Energy Supply Contract on your behalf without a second Letter of Authority when the market indicates it is prudent to do so in order to protect you against negative price fluctuation

- 3.4 If you fail to perform any obligation and/or breach any warranty and/or we are prevented or delayed from performing any of our obligations under this Agreement due to any act or omission by you or a failure by you to perform any relevant obligation ("**Customer Default**").
- 3.4.1 without limiting or affecting any other right or remedy we may have, we have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent of the Customer Default prevent or delays us from performing any of our obligations;
- 3.4.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations as set out in this clause 3; and
- 3.4.3 you agree to reimburse us on written demand for any costs or losses sustained or incurred by arising directly or indirectly from the Customer Default. This includes any Commission which we would have received from the Energy Supplier but we do not receive from the Energy Supplier due to the Customer Default.

#### 4. REMUNERATION

There is no direct fee payable by you to us in connection with the Services. You agree that we may receive a commission payment (including a retrospective commission payment) from the Energy Supplier as a result of you entering into a New Energy Supply Contract with the Energy Supplier which has been presented by us or us entering into a New Energy Supply Contract with the Energy Supplier on your behalf ("**Commission**"). The Commission will be included in the rates payable by you to the Energy Supplier and may vary depending on several factors including the intended term of the New Energy Supply Contract, energy usage, tariffs, and number of meters.

#### 5. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.

#### 6. DATA PROTECTION

- 6.1 We agree that we do not anticipate receiving any Personal Data (as defined in the Data Protection Legislation) from each other pursuant to this Agreement, other than contact details of the relevant personnel who are responsible for dealing with this Agreement, which each party shall process as a separate controller (as defined in the Data Protection Legislation)
- 6.2 You agree that we may also share the contact details of your relevant personnel with an Energy Supplier
- 6.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

#### 7. LIMITATION OF LIABILITY

- 7.1 Nothing in this Agreement limits any liability which cannot legally be limited
- 7.2 Our total liability to you shall not exceed the amount of the Commission. Our total liability includes liability in contract tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.
- 7.3 We shall have no liability to you under or in connection with this Agreement in respect of loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or indirect or consequential loss.
- 7.4 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable details.
- 7.5 This clause 7 shall survive termination of the Agreement

#### 8. TERMINATIONS

- 8.1 Either party may terminate this Agreement by giving three months written notice or in accordance with clause 8.2 below;
- 8.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement by giving written notice to the other party if:
- 8.2.1 the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
- 8.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 8.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 8.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

#### 9. EFFECTS OF TERMINATION

- 9.1 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.
- 9.2 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## 10. GENERAL

- 10.1 **Force Majeure**  
We shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control.
- 10.2 **Assignment and other dealings**
- 10.2.1 We may at time assign, mortgage, charge, subcontract, delegate, declare a trust over deal in any other manner with any or all of our rights and obligations under the Agreement.
- 10.2.2 You must not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement.
- 10.3 **Confidentiality**
- 10.3.1 Each party undertakes that it shall not at any time during this Agreement, disclose to any other person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by the Agreement.
- 10.3.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement.
- 10.4 **Entire Agreement**
- 10.4.1 This Agreement constitutes the entire agreement between parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.
- 10.4.2 Each party acknowledges that in entering into this Agreement it does not rely on, and 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.
- 10.5 **No partnership or agency**
- 10.5.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party of the agent or another party.
- 10.5.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 10.6 **Variation**  
No variation of the agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)
- 10.7 **Notice**  
All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served. Notices may be delivered by email if the receiving party has notified the other party in writing that such service is acceptable. Notice shall be deemed to have been served; if by hand when delivered, if by first class post 48 hours following posting and if by email, when that email is sent.
- 10.8 **Waiver**  
A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.9 **Severance**  
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 or any other right or remedy.
- 10.10 **Third Party Rights**  
Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement.
- 10.11 **Governing Law**  
This Agreement, and any dispute or claim (including non-contractual disputes or claim) 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.
- 10.12 **Jurisdiction**  
Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation

## COMPLAINTS

You are entitled to raise a grievance under our Complaints Procedure which can be found on our website at <https://quickutilities.co.uk>