

kinex Terms and Conditions for the Supply of Electricity

1. Definitions

Words and expressions have the meanings set out in clause 13.

2. Supply and Term

2.1. We agree to supply electricity to each Site from the date on which we become the Responsible Supplier and you agree to pay us the Charges. The Contract takes effect from the Start Date and continues until it is ended in accordance with these Terms and Conditions

2.2. We will normally start to supply you within 21 days of the date on which we become aware that you are out of contract unless we agree otherwise, your current supplier prevents the transfer, we do not receive all the necessary information required to complete the transfer or there are no metering arrangements or connections at your premises.

2.3. The electricity will be delivered to each Connection Point by the Network Operator on our behalf. The Network Operator is responsible for maintaining the Network and the connection of each Site to the Network, and it may Disconnect or De-energise the electricity supply if legally permitted to do so.

2.4. Ownership of and responsibility for the electricity will transfer to you at the Connection Point and you will be responsible for electricity losses which are incurred on your side of the Connection Point.

2.5. We are acting on behalf of your Network Operator to agree that you and your Network Operator both accept and comply with the National Terms of Connection (NTC) from the date on which you enter into this Contract. The NTC is a legal agreement setting out rights and duties in relation to the Connection Point at which your Network Operator delivers electricity to, or accepts electricity from, your Site. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5100, or see the website at www.connectionterms.org.uk.

3. Disconnecting the Supply of Energy

3.1. You agree that the electricity supply to any Site may be Disconnected or De-energised if:

- a. you do not make a payment when due under the Contract; or
- b. we believe that:
 - i. the electricity intended to be supplied to you has been stolen or redirected;
 - ii. there has been interference with the Network or Metering;
 - iii. it is necessary to do so to avoid danger or a breach of an Industry Code or
- c. the law, our Supply Licence or any Industry Code requires this;
- d. after we end the Contract in respect of that Site in accordance with clause 8 or 9, we remain the Responsible Supplier; or
- e. we believe, acting reasonably, that we should do so.

3.2. You agree that we (and our contractors) may access a Site to Disconnect or De-energise the supply of electricity to that Site in accordance with clause 3.1 or that we can Disconnect or De-energise the supply remotely if the Metering provides for this.

3.3. If the electricity supply to any Site is (or arrangements are made for it to be) Disconnected or De-energised because of something you have done or something you should have done but failed to do you will:

- a. compensate us for any losses or costs which we have incurred as a consequence of Disconnecting or De-energising the supply;
- b. compensate us for any costs which we incur in re-establishing the supply; and
- c. on our request, provide us with a security deposit, guarantee or bond as we may at our sole discretion reasonably require.

3.4. We will on request send you our current charges for Disconnecting, De-energising and re-establishing a supply.

3.5. We will notify you if we intend to Disconnect or De-energise a supply to a Site in accordance with our legal obligations, our Supply Licence and the Industry Codes.

4. Your Obligations

4.1. You confirm that none of the Sites are properties where the electricity supply is taken wholly or mainly for domestic purposes.

4.2. You will tell us:

- a. before you make changes to the Sites that are likely to alter the amount of electricity you consume or the time of day you consume it;
- b. before you install electricity generating equipment at a Site;
- c. before you change the voltage at which you take the electricity supply; and
- d. before you cease occupation of the Site as per clause 9.1.

4.3. You agree:

- a. to provide us with any assistance and information we reasonably require to enable us to comply with our obligations under the Contract, our Supply Licence and the Industry Codes;
- b. to maintain the equipment, pipes and wires at each Site in good and safe working order and in compliance with law;
- c. to ensure that each Site remains connected to the Network at the relevant Connection Point, and to maintain and comply with all necessary agreements and consents for such connection;

d. not to enter into a contract with any third party for the supply of electricity to any Site during the Fixed Period; and

- e. that we can pass on to third parties information concerning the supply of electricity or information you provide to us and we will do so in accordance with law, our Supply Licence, the Industry Codes and our privacy policy (www.kinex.co.uk/privacy-policy); and
- f. we may contact you in relation to the Contract using any contact details you have provided to us.

4.4. You confirm that all of the information provided by you (or on your behalf) in relation to the Contract is accurate, complete and not misleading.

4.5. You consent to us obtaining from your previous electricity supplier (or other relevant industry parties) any information we reasonably require to supply electricity to the Sites.

5. Metering and Estimates

5.1. We will arrange for Metering to be (or remain) installed at each Site (save where clause 5.9 applies).

5.2. The Metering will either belong to us or another entity with which we have contracted and we or the other entity may transfer the ownership of the Metering or replace it with alternative Metering.

5.3. You will allow our representatives access to each Site at reasonable times to install, read, inspect, maintain, remove or replace the Metering. You also agree that this right of access extends to the entity that owns the Metering, and to any of our contractors.

5.4. You will not damage or interfere with the Metering and will compensate us for any losses or costs that we incur as a result of damage.

5.5. Where we replace the Metering at your request, you will reimburse us for any losses and expenses that we incur (including abortive visit charges) in connection with the replacement other than those arising due to our failure to meet our obligations.

5.6. We will arrange for the Metering to be read and you may also provide us with readings. We will use the readings you provide to us except where they are inconsistent with the readings taken by us or our contractor.

5.7. If a meter reading is not available, or is in our reasonable belief inaccurate, we will estimate the amount of electricity used by you and will charge you accordingly. Any such estimates shall be subject to reconciliations as actual or more accurate information becomes available.

5.8. If you believe that the Metering at a Site is inaccurate, you can ask us to test the Metering and we will arrange this within a reasonable period. If the accuracy of the Metering is found to be within the limits prescribed by the Industry Codes, you will reimburse us for the cost of the test but if not within the limits, we will repair or replace the Metering and will also apply a reasonable adjustment (up or down) to the Charges to reflect the inaccuracy.

5.9. For those Sites (if any) that have half-hourly electricity meters, you will contract with a meter operator agent (as defined in the Industry Codes) for the maintenance of those meters. You will notify us of the entity with which you have contracted at least 30 days before the intended Start Date (and in advance of any replacement). Where this clause 5.9 applies, you will be responsible for the accuracy of the meters under clause 5.8 and you will compensate us for any losses and costs we incur as a result of your agent's poor performance.

5.10. If a Site has smart metering, you agree we may obtain, store and use consumption data from the smart metering for periods of less than one month in duration. We will use this data to optimise settlement and forecasting; identify energy efficient savings and products; and monitor and control potential energy theft. You can prevent us obtaining, storing and using consumption data for periods of one month or more by writing to us at service@kinex.co.uk.

6. Charges

6.1. You agree to pay us the Charges. Any Charges stated are exclusive of any applicable United Kingdom tax, duty, levy (including, but not limited to, Climate Change Levy), tariff or any government imposed charge on electricity supplied to your Site prevailing at the time of supply, which you shall pay in addition.

6.2. We will, each month or as otherwise agreed, send you an invoice for the Charges for the relevant period by prepaid post or e-billing. If we are e-billing, you will notify us of the email address and, if an e-billing account is used, you will keep your password secure and confidential. We may close your e-billing account at any time without notice if we have reason to believe that the account is being accessed or used in an unauthorised manner.

6.3. You will pay the Charges in each invoice to us by Direct Debit (unless otherwise agreed) in accordance with the advance notice given on your invoice. If you do not, we may charge you interest on the overdue amount from the due date until payment at a rate of 1.5 per cent per month or part month.

6.4. If a Direct Debit request is returned unpaid by your bank twice in any 12-month period, or you fail to pay any invoice by its due date, we can charge you at the Non-DD Rate rather than the Contract Rate until you pay all the Charges in full. We may also charge you an administration fee as set out in the Charges Schedule. This clause applies in addition to any other rights or remedies we may have.

6.5. Any payments made by you to us, including payments for services other than electricity, may be applied by us as we deem appropriate.

6.6. If there is a genuine dispute about any Charges, you shall pay the Charges in full but if we subsequently reach agreement an adjustment (debit or credit) shall be made to the next invoice delivered.

6.7. Where we owe you a credit under the Contract, we may set-off the credit against any amounts you owe us under the Contract or you owe us or our Affiliated Companies under any other agreement. You may not set-off any Charges you owe us against any amounts we or our Affiliated Companies owe you under this or any other agreement.

6.8. Where a credit arises under clause 6.7, we will deduct the amount from your next invoice. We will, on request, refund any credit balance by bank transfer.

6.9. Your obligations under this clause 6 still apply even if you appoint a third party agent to provide bill processing or validation services.

6.10. If you fail to pay when due any amount payable by you under the Contract and do not pay such amount in full within 10 days of us informing you of such failure, all our unpaid invoices under the Contract will be immediately due and payable. In addition, we will be entitled to:

- a. require you to pay the Charges for each month in advance based on our estimate of likely electricity consumption in that month (subject to a subsequent reconciliation against actual consumption at least once in every 12-month period); or
- b. require from you a security deposit, guarantee or bond; and/or
- c. object to the registration by another supplier of any supply point we supply under this Contract; and/or
- d. end the Contract under clause 9.4.

6.11. If you do not pay any of the Charges by the payment date, we may pass information relating to you onto a credit reference agency.

7. Variation

7.1. We reserve the right, acting reasonably, to increase the Charges at any time (including during the Fixed Period) on at least 30 days written notice. Our reasons include, but are not limited to, the following:

- a. to reflect any change (howsoever arising) in the Pass-through Amounts;
- b. where the information provided by you or your representative or agent is incorrect;
- c. where there is a delay in the Start Date due to circumstances beyond our reasonable control;
- d. if any direction is given pursuant to section 34 of the Act which results in additional costs to us;
- e. where information provided to us about the historic and expected pattern and quantity of electricity use at a Site proves inaccurate.

7.2. Where we increase the Charges pursuant to clause 7.1, you may end the Contract in accordance with clause 9.2.

7.3. In addition to our other rights under this clause 7, we may vary the terms of the Contract at any time by notifying you in writing at least 30 days before the new terms taking effect.

8. Renewal or Termination of Fixed Periods

8.1. Unless the Contract ends earlier in accordance with clause 9:

- a. following the expiry of the initial Fixed Period, this Contract will automatically renew for a further fixed term of 12 months; and
- b. at the end of any renewal period, the Contract will automatically renew for a further fixed term of 12 months; and
- c. we may change the Contract Rate from the date of renewal, and will inform you of any new Contract Rate when we inform you of renewal.

8.2. If you take a supply of electricity at any Site after you end the Contract, then the Fixed Period will end for the Site but the Contract will continue until you stop taking a supply of electricity from us. However, you will be charged at the Out of Contract Rate, and you will have to reimburse us for all the costs that we reasonably incur until the earlier of (1) supply to the property being Disconnected or De-energised; or (2) the date on which another supplier becomes the Responsible Supplier.

9. Ending the Contract/Disconnection/De-energisation

9.1. You must notify us in writing at least 30 days before you cease occupation of the Site and comply with our reasonable requests for evidence that you have ceased or are ceasing occupation. If you fail to do this, you will remain responsible for payment of our Charges until the earlier of (1) the date on which you notify us that you have ceased occupation; and (2) the date on which a new occupier confirms their occupation and enters into a Contract with us for the supply of electricity to the Connection Point.

9.2. If we serve a notice under clause 7.1, you may, save where we have increased the Charges pursuant to clause 7.1.2, end the Contract by notifying us in writing or emailing us within 30 days after receipt of our notice. If you do, the Contract will end 30 days after the date of your notification to us.

9.3. You can end this Contract by giving us not less than 30 days written notice to expire at the end of the first Fixed Period or any renewal of it.

9.4. We may end the Contract and/or De-energise any Connection Point at any time for any or all of the Sites if:

- a. you fail to pay when due any amount payable by you under the Contract, and do not pay such amount in full within 10 days of us informing you of such failure;
- b. you are in breach of any of the terms of the Contract (other than for failure to pay), and (if it is capable of remedy) you do not remedy the breach within 14 days of us informing you of such breach;
- c. we reasonably believe that you have made unauthorised use of electricity or committed theft of electricity;
- d. an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of you under the Insolvency Act 1986; or an interim trustee or trustee in bankruptcy is appointed over your assets; or an order is made for the appointment of an administrator or an administrator is appointed; or a liquidator is appointed; or you are dissolved; or you have died; or any of the partners are declared bankrupt; or you are wound up; or a partnership administration order is made; or you are apparently insolvent; or a voluntary arrangement is proposed or a resolution passed or an order made for your winding up; or a receiver or administrative receiver or manager is appointed over the whole or any part of your assets; or you are unable to pay your debts within the meaning of the Insolvency Act 1986; or you cease to or threaten not to pay your debts as they fall due or seek to make any composition or arrangement with your creditors; or
- e. it becomes unlawful for us to comply with any material provision of the Contract;
- f. a landlord's consent is required for us to become an electricity supplier to the Site and you have not obtained such consent on terms acceptable to us (or that consent ends);
- g. you do not provide us with the security deposit, guarantee or bond referred to in clause 6.10 (b) within 10 days of us requesting you to do so;
- h. any information you have provided to us is incorrect;
- i. for any of the specified termination reasons in the Supply Licence;

9.5. The Contract will automatically immediately terminate if the Supply Licence is revoked, or if a last resort supply direction (as defined in the Supply Licence) is given to another supplier in respect of the supply of electricity to the Site(s). We may terminate this Contract immediately if Ofgem directs another supplier to take over your electricity supply.

9.6. If we end the Contract in respect of any or all of the Sites in accordance with clause 9.4 or clause 9.5:

- a. we will tell you when the Contract will end (and, if the Contract is not ending, of the affected Sites).
- b. you will pay us all Charges then due and payable or accrued under this Contract and, in the case of termination in accordance with clause 9.4, any losses and costs we incur as a result of the early termination of the Contract and the enforcement of our rights including, but not limited to, any loss of profits for the remainder of the Fixed Period;
- c. you shall allow us or our appointed agents to enter the Site(s), to remove any of our or their equipment and/or to De-energise the Connection Point or some other point to affect the discontinuance of supply.

9.7. If during this Contract a Connection Point is being registered or has been registered by another electricity supplier for any reason other than as a result of any default by us or proper termination of this Contract, then you authorise us and shall provide us with all reasonable assistance required to either, at our discretion,

- (i) raise an objection to such registration; or
- (ii) re-register the Connection Point; or
- (iii) pay us a sum calculated as the average monthly amount (which amount shall be determined by us) times the number of months left in the Contract (subject to a maximum of twelve (12) months).

10. Liability

10.1. Neither you nor we shall be liable for any breach of this Contract caused (directly or indirectly) by any event or circumstance which is beyond our reasonable control and which results in or causes the failure of that party to perform any of its obligations under this Contract, save that lack of funds shall not apply.

10.2. Subject to clause 10.3 neither you nor we shall be liable to each other for loss or damage arising in connection with this Contract (whether resulting from breach of this Contract, negligence or otherwise) except where such loss or damage was reasonably foreseeable as likely to result from such breach and which resulted from physical damage to the property of the other party or to the property of any third party for which the other party is liable. PROVIDED that:

- a. our liability to you under this clause 10.2 shall be limited to a total value equal to the sum of your electricity annual consumption multiplied by your Contract Rate; and
- b. we shall not, subject to clause 9.6.b, be liable to each other for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss. For the purposes of this clause 10.2, property shall include work in progress valued at cost.

10.3. Nothing in this Contract shall exclude or limit the liability of any party for death or personal injury resulting from the negligence of that party or your liability for any sums properly due to us under this Contract.

10.4. We shall not be liable to you, your officers, employees or agents in any circumstances whatsoever for:

- a. any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
- b. any indirect or consequential loss; or
- c. loss resulting from the liability of any party howsoever and whensoever arising save as provided in clause 10.2.

10.5. Neither we nor our officers, employees or agents shall be liable to you for:

- a. loss or damage arising out of any act or omission of the Distributor in the performance of its duties; and
- b. any modifications to the distribution or Metering system. If you modify the Metering equipment then you warrant that you shall indemnify us against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which we may suffer or incur as a result of such modification.

10.6. You and we agree that each sub-clause of this clause 10 is separate and severable, and if one or more of the sub-clauses is held to be invalid, unlawful or otherwise unenforceable the others shall remain in full force and effect and shall continue to bind us and shall survive termination of this Contract.

10.7. Except as provided in this Contract, you and we agree that all rights and remedies provided by statute (save the Act) or common law are excluded from application under this Contract to the fullest extent possible.

10.8. You agree that we shall hold the benefit of the foregoing clauses for ourselves and as trustee and agent for our officers, employees, agents and contractors.

11. Notices

11.1. All notices or other communications given by us or you or you to us in relation to the Contract must, unless otherwise stated in this Contract, be:

- a. in writing and addressed and sent to the recipient's address or email address as notified;
- b. sent by hand or courier or prepaid post or email.

11.2. All notices or other communications sent in accordance with clause 11.1 will be deemed to have been received:

- a. where delivered by hand or courier, when delivered;
- b. where sent by post, on the third day following the day of posting;
- c. where sent by email, on receipt by the recipient's email server, unless receipt would otherwise occur outside of normal working hours, in which case receipt will be deemed to have occurred at 0900 hours on the next normal working day.

11.3. Letters sent to us should be sent to kinex, Longley House, Longley Lane, Manchester, M22 4SY. Emails should be sent to service@kinex.co.uk.

12. Miscellaneous

12.1. The Contract and any document referred to in the Contract represents the entire understanding and the whole agreement between us and you relating to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given on our behalf which is not set out in the Contract.

12.2. No delay or failure by either us or you in exercising any right or remedy under the Contract will operate as a waiver of such right or remedy. Any single or partial exercise will not prevent any further exercise of the same right or remedy, or the exercise of any other right or remedy.

12.3. You will not transfer any of your rights or obligations under the Contract without our prior written consent.

12.4. We may transfer the Contract (or our future rights and obligations under the Contract) and sub-contract any of our obligations without your consent.

12.5. If a provision of the Contract is declared invalid or illegal or unenforceable, that provision will be deemed omitted from the Contract, and the other provisions will continue to apply.

12.6. If any of the provisions of any Industry Code are amended or varied or cease to apply, you will, at our request, agree to amend the Contract to accommodate any such amendment, variation or cessation in such manner as we reasonably require.

12.7. No provision of the Contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.8. If you have a complaint about the service you receive from us, please see our complaints procedure at www.kinex.co.uk/contact/complaints-procedures/utilities-complaints-procedure.

12.9. By submitting an application for our electricity services you are confirming that you have read our privacy policy link to which is in clause 4.3(e) and that you agree: (i) to the use and sharing of your data as explained in the privacy policy, and (ii) to receiving marketing communications from us or our Affiliated Companies by email, text, post or telephone, unless you have told us you do not wish to receive such information.

12.10. The Contract is governed by the laws of England, and subject to the exclusive jurisdiction of the courts of England and Wales.

13. Definitions

13.1. The following words and expressions used in the Contract have the following meanings:

Act: means the Electricity Act 1989 as amended by the Utilities Act 2000 and regulations made thereunder and as amended, extended, consolidated or re-enacted from time to time;

Affiliated Company: means any holding company or subsidiary of ours or any company which is a subsidiary of a holding company of ours and "holding company" and "subsidiary" have the meanings set out in section 1159 Companies Act 2006;

Charges: means the charges set out in the Charges Schedule together with the Contract Rate;

Charges Schedule: means the schedule of charges provided to you with your contract pack.

Climate Change Levy: means the tax called the climate change levy established pursuant to schedule 6 of the Finance Act 2000;

Connection Point: means, in respect of each Site, the point(s) at which the electricity flows between the Network and your equipment or wires;

Contract: means the supply contract between us and you which consists of these Terms and Conditions together with the terms agreed at the point of sale and set out in the contract pack;

Contract Rate: means the pence per unit charge for the supply of electricity as agreed at the point of sale and set out in the contract pack;

De-energise: means to temporarily stop the electricity supply;

Disconnect: means to permanently cut-off the electricity supply;

Distributor: means either the electricity distributor (England and Wales) or the Network Operator (Scotland) who operates the distribution system(s) through which the supply of electricity is delivered at a Connection Point;

Fixed Period: means the period agreed at the point of sale and set out in the contract pack commencing on the date we become Responsible Supplier, or any subsequent renewal period set in accordance with clause 8.1;

Industry Codes: means the codes and agreements referred to in Sinq Power Limited's Supply Licence;

Metering: means the metering (and related equipment) used for measuring electricity consumption data at the Connection Point and for collecting and transmitting the data for each Connection Point;

Network: means the electricity distribution network through which you receive electricity;

Network Operator: means, for each Site, the owner or operator of the Network;

Non-DD rate: means a pence per unit charge for the electricity supply which is the Contract Rate plus 2 pence per kWh;

Out of Contract Rate: means our out of contract rates for the supply of electricity, as published on our website www.kinex.co.uk/outofcontract or otherwise notified to you from time to time;

Pass-through Amounts: means charges levied on us which are outside our control and which relate to the supply of electricity, including the charges made for the provision or operation of meters or the collection or aggregation of meter data; charges made for the transmission and/or distribution of electricity; charges made in respect of losses on transmission and/or distribution systems; charges made because you exceed the capacity or volume allocated by the Network Operator; and any taxes, levies or duties imposed in relation to the supply of electricity or on us (including in respect of the renewables obligation, the small-scale low-carbon feed in tariff, contracts for difference or anything similar to them);

Responsible Supplier: means, for each Site, the supplier registered under the Industry Codes as responsible for the supply of electricity to the Connection Point(s) at that Site;

Site: means each site of yours that we agree to supply with electricity, as amended and updated from time to time, excluding any site where the Metering consists of a pre-payment meter;

Start Date: means the date on which we start to provide you with electricity;

Supply Licence: means the electricity supply licence held by Sinq Power Limited under section 6 of the Electricity Act 1989;

we/us/our: together (1) Sinq Power Limited (as the holder of the Supply Licence) and (2) Verastar Limited trading as kinex. Sinq Power Limited is a wholly owned subsidiary of Verastar Limited;

you/your: the person, people, company or partnership which has entered into the Contract with us.

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