

### 1. Formation of Contract

- 1.1 Any quotation is given on the basis that no contract shall come into existence until the Agreement is signed by you and returned to us. Any quotation (including the terms set out in the Agreement) is valid for a period of 30 days only from its date, provided that we have not previously withdrawn it.
- 1.2 Subject to any variation under paragraph 1.3, the Agreement shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 1.3 No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.
- 1.4 By signing the Agreement, you acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in the Agreement. (Nothing in these terms and conditions shall exclude or limit our liability for fraudulent misrepresentation).
- 1.5 We may assign or sub-contract the Agreement or any part of it to any person, firm or company. You shall not be entitled to assign the Contract or any part of it without our written consent.
- 1.6 The services to be provided by us shall be as set out in the Agreement together with such additional services as are agreed in writing. We may at any time make changes to the services (and/or our fees) which are necessary to comply with any statutory requirements or to improve the services.
- 1.7 We do not supply or install hardware products. Where we recommend certain suitable products we do not make any representation (unless confirmed in writing) or give any warranty or guarantee as to their quality, fitness for purpose or otherwise and you must rely upon the terms of your agreement with the third party supplier.

### 2. Contract Period

- 2.1 The Agreement will commence on the Agreement Start Date and shall continue (unless terminated pursuant to paragraph 7 below) for the Minimum Contract Period (or if there is no Minimum Contract Period stated in the Agreement, for 36 months) and thereafter shall continue for successive periods of 12 (twelve) months from the anniversary of the Agreement Start Date unless and until (and subject to paragraph 2.2 below) either of us gives to the other notice in writing not less than 3 months prior to the anniversary of the Agreement Start Date.
- 2.2 Notwithstanding that notice may have been served in accordance with paragraph 2.1 above, the Agreement shall continue whilst an Energy Supply Contract with a UK licensed energy supplier, selected with our involvement, is in force.

### 3. Payment Terms

- 3.1 Unless stated to the contrary in the Agreement, we shall raise invoices on a monthly basis. Payment terms are 14 days net of invoice. Time for payment shall be of the essence.
- 3.2 You will be responsible for reimbursing us for any travelling, accommodation and other expenses reasonably incurred by us in performing the services.
- 3.3 All charges quoted are exclusive of any Value Added Tax, which shall be paid by you at the applicable rate from time to time.
- 3.4 If payment is not made on the due date we shall be entitled, without limiting any other rights we may have, to suspend our services and/or charge interest on the outstanding amount at the rate of 5% above the base rate of Barclays Bank plc from time to time.

### 4. Our Responsibility

- 4.1 We will ensure that any work carried out is carried out with reasonable care and skill.
- 4.2 Before starting any work we will undertake to make sure that all work quoted is appropriate and practicable.
- 4.3 If, following commencement of the Agreement, it becomes apparent that further work is necessary either because of alterations in usage, application or process by you or a change in the sites or meter points involved and this causes an increase in costs we will communicate these extra costs to you and will only proceed with the services once your acceptance has been received.
- 4.4 We shall use reasonable endeavours to meet any performance dates specified in the Agreement but any such dates are estimates only and time for performance shall not be of the essence.
- 4.5 We reserve all rights in any data, reports or information supplied as part of the services and you shall not use or dispose of the same without our consent in writing.
- 4.6 We will only use your personal information to administer your account, provide the product/ services you have agreed and to keep in contact with you unless you have given additional written consent. See details available in our GDPR Privacy Policy.

### 5. Your Responsibility

- 5.1 Where work is required on your site, you will permit us during normal working hours to undertake the works according to the programme set out in the Agreement.
- 5.2 Where you are required to provide us with information, you undertake to make sure that such information is correct and provided in a timely manner. If we rely on the information given when preparing any proposal or in performing the services and such information is incorrect, we reserve the right to increase the price to make good any errors or additional work required as a result. Furthermore, where such information is used in a report or application submitted to an energy supplier or regulatory authority, you agree to indemnify us against any loss, charges, costs and delays we may suffer or incur as a result of such information being incorrect or misleading.
- 5.3 You should provide access to your premises, information, personnel and/or other resources as are reasonably requested by us to facilitate delivery of the services in accordance with the Agreement. Any required hardware should be purchased by you and installed by a properly qualified electrician prior to commencement of the services. If we are prevented or delayed in performing the services as a result of your failure to provide such access or install such hardware properly we reserve the right to invoice in full for any costs, charges or losses arising from such failure.
- 5.4 You shall not, without our prior written consent, at any time from the date of the Agreement to the expiry of 12 months after the termination of the Agreement, solicit or entice away or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Brownlow Utilities Limited.

### 6. Force Majeure

- 6.1 We shall not be liable for delay or failure to perform any of our obligations under the Agreement if the delay or failure is caused by any circumstances beyond our reasonable control.
- 6.2 For the purposes of this condition "force majeure" shall include but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, flood, fire or explosions, compliance with any law or governmental rules or regulations or default of suppliers or subcontractors.
- 6.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

### 7. Termination

- 7.1 Either party may (without limiting any other remedy) at any time terminate the Agreement giving written notice to the other if the other commits a relevant breach of any of the terms of the Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

### 8. Limitation of Liability

- 8.1 Save as expressly set out herein all warranties, conditions and other terms implied by statute are to the fullest extent permitted by law, excluded from the Agreement.
- 8.2 Except in respect of death or personal injury caused by our negligence, or as expressly provided in the Agreement, we shall not be liable by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss or profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our negligence, our employees, subcontractors or otherwise) which arise out of or in connection with the provision of the services pursuant to the Agreement, and our entire liability under or in connection with the Agreement shall not exceed the amount of our charges for the provision of the services under the Agreement.
- 8.3 We or our insurers shall not be liable or investigate any claim for loss unless you have given written notice to us within 21 days of its occurrence and given us or our insurers every facility to investigate such occurrence.
- 8.4 A person who is not a party to the Agreement shall have no rights under or in connection with it.

### 9. Complaints

- 9.1 We aim to provide a high level of service. If you do have an enquiry or complaint regarding the services provided by us please address them to Shaun McClarnon, Brownlow Utilities Limited, West Lancashire Investment Centre, White Moss Business Park, Maple View, Skelmersdale, Lancashire, WN8 9TG.

### 10. Governing Law

- 10.1 If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.