

### Energy Procurement: Terms & Conditions

In this document you will find the detailed terms and conditions of service for Comply Direct 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 Comply Direct Ltd Energy Procurement Service.

If you have any specific questions in relation to our terms and conditions, our Customer Service team will be more than happy to help. 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 any errors right as quickly as we possibly can.

**Comply Direct's Customer Service team can be reached on 01756 794 951 or by emailing [energy@complydirect.com](mailto:energy@complydirect.com).**

These Terms govern the use by the Customer of the Energy Procurement Services that Comply Direct Ltd agrees to provide to the Customer from time to time, whether via the Comply Direct website, the Customer Service Team or otherwise. Please read these Terms carefully before accepting them 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 <http://www.complydirect.com/misc/privacy> and the Website Terms of Use <http://www.complydirect.com/misc/website-tcs/>.

**If you do not agree to these Terms, the Privacy Policy and the Terms of Use, please do not use the services.**

### 1. Definitions

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

**CD:** means Comply Direct Limited, which is a company registered in England and Wales under company number 05695937 and which has its registered office at Chandler House, 7 Ferry Road Office Park, Riversway, Preston, Lancashire PR2 2YH. Comply Direct Limited’s main trading address is The Old Saw Mill, Broughton Hall Business Park, Nr. Skipton, North Yorkshire, BD23 3AE.

**Contract Cancellation Administration Fee:** has the meaning set out in clause 4.9.

**Credit Score Criteria:** means the credit rating requirements as may be determined and required by CD 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 CD agrees to supply any of the Services from time to time.

**Customer Service Team:** means the customer service team operated by CD for the purposes of providing the Services.

**Energy Procurement Service:** means the Procurement service that CD agrees to provide to the Customer whereby CD agrees to either: (i) facilitate the Procurement 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 service.

**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, trade marks, 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 wheresoever 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 have to sign authorising CD to act on its behalf and to contact and liaise with the Customer’s Existing Supplier as well as potential new Suppliers, as may be required in the course of CD providing the Energy Procurement Service.

**Quotation (Contract Analysis):** means a quotation provided to the Customer by CD on behalf a Supplier which sets out the terms and prices upon which a Supplier may be prepared to supply the Supplier Services to the Customer.

**Services:** the services provided by CD whether via the Site, the customer service team or otherwise, to which the Customer chooses to subscribe from time to time, which shall include the Energy Procurement Service.

**Site:** means the website [www.complydirect.com](http://www.complydirect.com)

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Comply Direct Ltd The Old Saw Mill Broughton Hall Skipton North Yorkshire BD23 3AE  
T: 0844 873 1034 F: 0844 873 1035 E: [info@complydirect.com](mailto:info@complydirect.com)

[@ComplyDirect](https://twitter.com/ComplyDirect) [in linkedin.com/company/comply-direct-ltd](https://www.linkedin.com/company/comply-direct-ltd)

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**Supplier:** means any third party energy/utilities supplier of services and/or products as may be selected by CD and/or listed on the Site from time to time, including without limitation, the Existing Supplier (where applicable).

**Supplier contract:** means the contract detailing the terms of the quotation that the supplier provides for the customer to sign to agree to the new terms.

**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.

## 2. Application of Terms

2.1 Subject to clause 2.2 below, these Terms shall apply to the provision of the Energy Procurement Service by CD 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 CD or a CD authorised representative.

2.2 From time to time CD 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 confirm in writing that they require the service. CD may, in their sole discretion, refuse business from a Customer.

3.2 In order to be eligible to use the Energy Procurement 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 CD and/or any Supplier; and
- (d) be able to provide CD with all such relevant information as CD may require in order to provide the Energy Procurement Services to the Customer.

## 4. Provision of Services

### Energy Procurement Service

4.1 If the Customer opts for and CD agrees to provide the Energy Procurement Service, CD 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. CD 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 CD 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 by signing the 'Quotation' and the 'Supplier contract' 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.

4.4 If the Customer opts for and CD agrees to provide the Energy Procurement Service, the Customer will be required to sign a Letter of Authority authorising CD to contact and liaise with the Customer's Existing Supplier and the Customer agrees to promptly provide to CD all such information and assistance as CD may require in order to carry out the Energy Procurement Service.

4.5 Upon receipt of a signed Letter of Authority CD will liaise with the Existing Supplier to obtain information including the contract end date, notice period, termination process, current prices and details of the Customer's consumption.

4.6 If the Supplier provides a Quotation and if the Customer accepts the Quotation, CD will provide the Energy Procurement Service which will include organising the contract between the Supplier and the Customer (the "Contract") for the supply and purchase of the Supplier Services. CD shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to affecting any transfer.

4.7 CD will arrange the Contract based on the information provided by the Customer to CD. Prior to completion of the Contract, the Customer's information will be confirmed by CD with the Customer by email, via the Customer Service Team 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 CD 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.

4.8 Once the Contract is in final form, CD 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 CD of any errors and/or amendments within 24 hours of receipt.

4.9 If a Customer subsequently decides to not proceed with providing its custom to the Supplier in respect of which CD has performed the Energy Procurement Service, CD shall be entitled to charge the Customer an administration fee of £250 plus VAT (the "Contract Cancellation Administration Fee").

4.10 The Customer acknowledges that by entering into a Contract with a Supplier, the Customer will be contracting directly with the Supplier and not with CD. The Customer agrees that CD 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.

## 5. Fees

5.1 One-off CD service fee payable to CD upon agreeing to the terms and conditions here set out prior to CD liaising with the suppliers to obtain quotations. Such fees are transparent and banded based upon current level of energy usage.

5.2 CD service fees are VAT chargeable and shall be payable to CD by no later than 30 days end of the month from the date of the invoice.

5.3 Any Administration Fee as detailed in clause 4.9 payable under clause 4.9 above shall be payable to CD by no later than 30 days end of the month from the date of the invoice.

## 6. Customer's obligations

6.1 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 CD 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.

CD 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 CD of any unauthorised use of the same.

## 7. 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 CD and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of CD's (and/or its licensors') Intellectual Property Rights and may expose the Customer to both civil and criminal liability.

## 8. Termination

8.1 Without prejudice to the foregoing and any other rights and remedies that CD may have, CD 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 CD to the Customer specifying such breach; or (b) CD suspects on reasonable grounds that the Customer may have committed or attempted to have committed any fraud against CD and/or any Supplier.

8.2 The Customer hereby agrees to indemnify, keep indemnified, defend and hold CD 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.

## 9. Limitation on Liability

9.1 CD will exercise all reasonable skill and care in providing the Services. However, the performance of the Services by CD may be dependent upon on third parties (including, without limitation, Suppliers and Existing Suppliers) and CD 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 CD.

9.2 CD shall use its reasonable endeavours to ensure that all pricing information provided by CD to the Customer as part of the Energy Procurement Service is accurate, current and reliable in all material respects. However, save in respect of the foregoing, CD 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 Customer Service Team or otherwise communicated by CD to the Customer.

9.3 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 CD disclaims all other conditions, representations, statements and warranties, either express or implied (whether by common law, custom, statute or otherwise).

9.4 Subject to the foregoing, if by any mistake, act or omission of CD in the performance of the Services, the Customer suffers a direct financial loss as a result of such mistake, act or omission, CD 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 CD's claims process
- (b) CD'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 CD's mistake, act or omission; or (ii) the fee paid by the Customer to CD.
- (c) Subject to clause 9.5, the Customer acknowledges and agrees that CD shall not be liable for: (a) 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; (b) any loss of profit or savings; (c) loss or corruption of data or information;
- (d) loss of contracts, business or opportunity; (e) 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 CD has been forewarned or is aware of the possibility of such loss or damage.

9.5 CD does not exclude or limit its liability (if any) in any way:

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

## 10. 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 CD's Privacy Policy, as is more particularly set out in <http://www.complydirect.com/misc/privacy/>.

## 11. Force majeure

CD 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 CD's reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of CD 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 CD shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

## 12. No Waiver

Any failure or delay by CD 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 CD acknowledges and agrees to such a waiver in writing.

## 13. 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.

## 14. Third Party Rights

Except as expressly provided in clause 8.2, 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

[www.complydirect.com](http://www.complydirect.com)

Comply Direct Ltd The Old Saw Mill Broughton Hall Skipton North Yorkshire BD23 3AE  
T: 0844 873 1034 F: 0844 873 1035 E: [info@complydirect.com](mailto:info@complydirect.com)

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Parties) Act 1999 shall not apply to this Contract or to any of its provisions, other than clause 8.2.

## 15. Transfer of rights and obligations

15.1 These Terms are binding on the Customer and CD and on each parties' respective successors and assigns.

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

15.3 CD 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.

## 16. 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.

## 17. 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.