



In this document you'll find the full terms and conditions of service for Black Sheep Utilities Limited ("BSU"). To make them easy to use, we've highlighted below the things that matter.

1. **How we make our money.** You don't pay us a separate fee for finding and arranging your contract. We're paid commission by the supplier, which is included in the rates and charges under your Supply Contract — there are no extra payments you make directly to us — Our commission is outlined in section 15.
2. **When you might be charged directly.** There's no fee for our service in the normal course of things. The one exception is if a contract we've arranged doesn't go ahead, is cancelled, or is ended because of something you do or don't do — in which case a Cancellation Fee may apply as outlined in section 17. It won't apply where the cause is supplier error, an industry failure, or something outside your reasonable control.
3. **If something goes wrong.** If you're affected by a mistake on our part, the cover we provide — and the limits on it — is set out in our Liability and Indemnity section. And if you're ever unhappy, our complaints process tells you exactly how to reach us, and how to escalate to the Energy Ombudsman if needed.
4. **Checking your information.** We arrange your Supply Contract using the information you give us, and we'll confirm the details with you by email, phone or letter. Please check everything is correct and tell us promptly about any errors or changes — if information needs correcting, your contract may be delayed or rejected by the supplier.

If you have any questions about these terms, our team will be happy to help. And if you ever feel we haven't handled something in the right way, or there's a problem we might be able to fix, please get in touch — your views really matter to us. If we've made a mistake, we'd like to know, so we can put it right as quickly as we can. You can reach our team free on 0800 0116431.

Our Services

5. We act as a Third-Party Intermediary ("TPI"), obtaining quotations from selected UK utility suppliers ("Suppliers", each a "Supplier") on your behalf. You are under no obligation to use our services.
 - 5.1 We provide information and guidance to help you consider business utility options. We do not provide fiduciary advice, formal suitability assessments or whole-of-market comparisons, and we do not guarantee that any product, Supplier or price is the best, cheapest or most suitable available. The decision to enter into a **Supply Contract** is yours.
 - 5.2 We rely on information available to us, including information you provide. While we take reasonable care in presenting information, we are not responsible for inaccuracies or omissions in Third-Party data or information provided to us.
6. We have direct access to energy distribution network databases, including Electricalink and the Retail Energy Code (REC), which we use to check your meter information, including usage. You authorise us to carry out these checks as part of our procurement and ongoing support for the duration set out in clause 49.
7. We will provide our services, including any guidance or recommendations, with reasonable care and skill and in compliance with applicable law. Except as expressly provided in these Terms, all warranties relating to the services are excluded to the fullest extent permitted by law. Any time or date given for performance is indicative only, and time is not of the essence of the Agreement.
8. As intermediary, we will use reasonable endeavours to obtain quotations and arrange Supply Contracts based on the information you provide (your responsibility for that information is set out in clause 14.3). We will confirm the details with you by email, telephone or letter. To do this, you authorise us to share your information, including personal data, with Suppliers. Further details on how we process your personal data are set out in our Privacy Notice.

Suppliers and Supply Contracts

9. How we work with Suppliers:
 - 9.1 Although we have commercial relationships with most Suppliers, we are not their appointed representatives or agents and act independently in choosing which Suppliers to present to you.
 - 9.2 For energy services, we work with a selected panel of Suppliers. For other services, we may work with one Supplier or a smaller panel. We do not carry out a whole-of-market comparison, so other products and prices may be available elsewhere. Our guidance and its limitations are set out in clause 5.1.
10. Any Supply Contract you enter into is between you and the Supplier — we're not a Party to it. We arrange and support it, but the Supplier provides the service and bills you directly.
11. Arranging your Supply Contract:
 - 11.1 Any quotation or contract summary we provide is indicative and subject to Supplier acceptance. It does not guarantee that supply will be accepted, started or continued.
 - 11.2 Suppliers may run credit, identity and fraud-prevention checks before accepting a Supply Contract. The Customer authorises BSU to share information reasonably needed with Suppliers and relevant agencies for those purposes, as governed by BSU's Privacy Notice.
 - 11.3 No Supplier is obliged to supply you — this is the Supplier's decision. A Supplier may choose which customers to supply based on factors including the size of supply, your credit rating and your business type, and may decline businesses they consider high-risk. BSU will use reasonable endeavours to present your requirements clearly and support the process to maximise the likelihood of acceptance, but cannot guarantee that a Supplier will accept, start or continue supply.
12. Supplier terms and how Suppliers handle your data:
 - 12.1 Suppliers may not offer a cooling-off period and may charge early-termination fees. Read and accept each Supplier's terms before contracting with them.
 - 12.2 Suppliers may retain your personal data in line with their own privacy notices and retention periods. You should familiarise yourself with relevant Supplier notices before contracting with them.
13. If something goes wrong with your Supplier:
 - 13.1 BSU is not liable for a Supplier's acts, omissions, pricing, billing, interruptions, insolvency or default, or for any delay or failure in accepting, starting or continuing supply. BSU's obligations are limited to those set out in these Terms.
 - 13.2 For complaints about a Supplier or Supply Contract, contact us first. You may then need to raise it with the Supplier and, if unresolved, the Energy Ombudsman; your account manager can assist.

Your Responsibilities

14. Customer Obligations
 - 14.1 You confirm that you are acting in the course of business, and we will treat you as a business customer.
 - 14.2 You have full authority to enter into the Agreement.
 - 14.3 You will ensure all information you give us is true, accurate, complete and current, and check any quotation confirmation, contract summary we send you. Notify us of any error within 5 Business Days of receipt; otherwise, it is treated as correct. If information needs to be amended or corrected, your Supply Contract may be delayed, require additional work, or be rejected by the Supplier, and this may give rise to a Cancellation Fee under clause 17.
 - 14.4 You will ensure BSU holds a valid Letter of Authority ("LOA") throughout the term of any agreed Supply Contract and will complete any LOA within a reasonable timeframe following request.
 - 14.5 You will use reasonable endeavours to ensure that any agreed Supply Contract goes live and remains in place for its agreed duration.
 - 14.6 You will make payments to the Supplier(s) in accordance with the terms of your Supply Contract.
 - 14.7 You must notify BSU in writing of any proposed Change of Tenancy ("COT") as soon as reasonably possible and provide any evidence reasonably required by BSU to verify that the Change of Tenancy is genuine. Failure to do so may result in delay, additional work, rejection or non-commencement of a Supply Contract and may give rise to a Cancellation Fee under clause 17.
 - 14.8 You confirm that no supply point or meter for which we are arranging, or have arranged, a Supply Contract is subject to a conflicting or overlapping contract — whether held directly with a Supplier or through another broker or Third-Party Intermediary — and you will tell BSU promptly of any such

arrangement. Failure to do so that results in objection, rejection or non-commencement of a Supply Contract may give rise to a Cancellation Fee under clause 17.

- 14.9 You remain responsible for ensuring any required termination notice is validly served on your existing supplier, unless we have agreed in writing to do this on your behalf. Where we are assisting, we will confirm this clearly with you.
- 14.10 You will comply with any applicable Supplier terms.
- 14.11 You will follow our complaints procedure for any services or Supply Contracts, past or present, procured by us.
- 14.12 You will treat BSU staff with respect. BSU may suspend or withdraw services where, in its reasonable opinion, the Customer or its representatives act abusively, threateningly or in bad faith.
- 14.13 If you have not received correspondence from BSU or a Supplier that you were expecting - such as a contract confirmation, renewal notice, welcome pack or bill - you must tell us promptly. We are not liable for delays or issues caused by delivery failures you were aware of but did not report to us.
- 14.14 If we provide you with login credentials for our website or portal, keep them confidential and tell us promptly if you suspect unauthorised access. Website and portal content is general information only and may change without notice. BSU is not responsible for linked Third-Party sites.
- 14.15 If the Customer fails to meet its obligations under these Terms, BSU may recover any reasonable losses incurred as a result, including (where applicable) any Cancellation Fee under clause 17. This includes circumstances where the failure results in delay, additional work, rejection, non-commencement or termination of a Supply Contract.

Commission and How We Are Paid

15. You do not pay BSU a separate fee for our procurement services unless these Terms expressly state otherwise. BSU is usually paid by Supplier commission included within the rates or charges you pay under your Supply Contract.
 - 15.1 Commission may be calculated by reference to factors including consumption, contract value, contract duration, product type, market conditions and Supplier commercial arrangements, and may vary between Suppliers, products and contract terms.
 - 15.2 Unless agreed otherwise in writing or by recorded verbal agreement, BSU's commission is 3.0 pence per kWh for each metered energy supply. Equivalent figures apply for non-energy services.

A supply consuming 10,000 kWh annually would generate £300 + VAT of commission at this rate per year. This example is indicative only and does not affect the commission payable under any actual Supply Contract.

- 15.3 You may request details of the commission relevant to your Supply Contract at any time by emailing commissions@blacksheeputilities.co.uk.
16. BSU's remuneration does not depend on recommending any particular Supplier or contract length. Where Supplier parameters allow BSU to set or influence the uplift within a permitted range, this may impact the commission BSU receives. Commission may vary between Suppliers, contract lengths and products.

Cancellation

17. **When a fee may apply.** A Cancellation Fee may apply if a Supply Contract does not proceed, is cancelled, or is terminated due to the Customer's actions, omissions or instructions, and BSU incurs costs or loses expected commission as a result.
 - 17.1 **Amount.** The Cancellation Fee comprises:
 - a) a fixed administration fee of £750 plus VAT, reflecting BSU's reasonable costs of acquiring the Customer and arranging the Supply Contract; and
 - b) where applicable, the amount by which any commission BSU would have earned for that Supply Contract is in excess of the fixed administration fee.
 - 17.2 **Exceptions.** No fee applies where this arises solely from:
 - a) Supplier error or failure;
 - b) Industry process failure; or
 - c) Circumstances outside the Customer's reasonable control.
 - 17.3 **Payment.** We may invoice the Cancellation Fee once it is reasonably clear that it is payable. The invoice is due for payment within 14 days of the invoice date.
 - 17.4 **Reasonableness.** The Customer agrees that each component of the Cancellation Fee is a reasonable and proportionate pre-estimate of BSU's loss, including costs incurred and commission foregone, and that this fee is brought to the Customer's attention before the Agreement is entered into.

Promotional Offers

18. We may offer promotions including cashback or vouchers at BSU's sole discretion. Promotions may be amended or withdrawn at any time.
19. Cashback values are based on agreed consumption levels and confirmed verbally. We require a copy of the first bill and proof of payment. If actual consumption is more than 10% below the agreed level, cashback will be adjusted accordingly.
20. Cashback is paid into the account in the business's name as shown on your bill.
21. The BSU refer-a-friend offer is limited to ten £50 vouchers (maximum £500) per referring business. A voucher is issued once each referred meter goes live with minimum consumption of 20,000 kWh. The referring business must be a current BSU customer in an active contract we arranged. The offer excludes:
 - a) change of tenancy where the incoming and outgoing tenants are the same;
 - b) meters belonging to existing customers;
 - c) any company that is or was a BSU customer; and
 - d) contracts for meters under one year in duration.

Complaints and Dispute Resolution

22. All complaints about our services or any Supply Contract, past or present, must be made to BSU in the first instance by emailing complaints@blacksheeputilities.co.uk.
 - 22.1 We will identify whether your complaint is with us or with your Supplier. We aim to respond within 2 working days and to resolve most complaints within 3 weeks. Supplier complaints are dealt with under clause 13.2.
 - 22.2 Our full complaints process is available at <https://www.blacksheeputilities.co.uk/complaints-process> or on request.
 - 22.3 Energy Supply Contract Complaints: If you are a Micro Business or Small Business and either
 - (a) do not accept the outcome of our internal review, or
 - (b) your complaint remains unresolved for more than eight weeks,

we will write to you with details of the Energy Ombudsman's Alternative Dispute Resolution ("ADR") service. The ADR is a free service provided by the Energy Ombudsman, of which we are a member (Membership Number: C35BLAC02). You must use the ADR process as set out in our complaints procedure.

- 22.4 Other Supply Contract Complaints: If you do not accept the outcome of our internal review, we can provide details of the relevant Ombudsman service.
- 22.5 Our complaints procedure and (where applicable) the free ADR service are the routes we ask you to use before taking any dispute elsewhere. If you bypass these routes and we incur reasonable administrative, legal or professional costs as a result, we may recover those costs from you.

Liability and Indemnity

23. Nothing in these Terms limits or excludes our liability for:
 - a) death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors.
 - b) fraud or fraudulent misrepresentation; or

c) anything else that cannot be excluded by law.

24. Subject to clause 23:

- a) we are not liable to you for any loss of profit (whether direct or indirect) or any indirect or consequential loss arising under or in connection with the Agreement;
- b) our total liability to you in respect of all other losses arising under or in connection with the Agreement shall not exceed £1,000 (one thousand pounds sterling); and
- c) we are not liable for any loss you could reasonably have avoided or mitigated.

The caps, exclusions and limitations in this clause 24 apply to all claims arising out of or in connection with the Agreement, whether framed in contract, tort (including negligence), breach of statutory duty, equity, restitution, misrepresentation or otherwise, to the fullest extent permitted by law.

25. The Customer shall indemnify BSU on demand against all losses, damages, costs (including reasonable legal fees), claims, fines and liabilities BSU incurs as a direct result of:

- a) the Customer's breach of these Terms;
- b) inaccurate or misleading information given by the Customer;
- c) the Customer not holding a valid Letter of Authority ("LOA"); or
- d) any Third-Party claim arising from the Customer's acts or omissions under the Supply Contract.

Clause 23 applies to this clause, except that the £1,000 cap in clause 24(b) does not apply to sums the Customer owes BSU under it.

26. The Customer must notify BSU in writing of any circumstances that may give rise to a claim, as soon as reasonably practicable and in any event within 3 months of becoming aware of them. Late notification does not bar a claim, but BSU's liability is reduced to the extent prejudice has been caused. This clause does not affect statutory limitation periods, complaints rights under clause 22, or ADR rights.

Data Privacy and Call Recording

27. Except as set out below, we will not disclose your information to, or cooperate with, any Third Party. We may, however, disclose your information:

- 27.1 to Suppliers with whom you are, were, or have chosen to be contracted, to provide our services;
- 27.2 to other companies in the Black Sheep group, to administer and support the services we provide to you;
- 27.3 to our service providers acting on our behalf, under appropriate confidentiality and data-protection terms;
- 27.4 where required by law, court order, or a regulatory or governmental authority;
- 27.5 in response to a valid request from you, or a representative you have properly authorised; and
- 27.6 to a successor or buyer if all or part of our business is transferred.

We process all personal data in accordance with our Privacy Notice.

28. How we contact you

- 28.1 To provide our services, we may contact you by email, post, telephone or other reasonable methods — including to send quotes, contract confirmations, service updates and other communications relating to your account.
- 28.2 We may also contact you about other BSU products and services, or those of Suppliers in our portfolio, that may benefit your business.
- 28.3 You can change your marketing preferences at any time by calling 0800 0116431 or emailing data.controller@blacksheeputilities.co.uk. Opting out of marketing does not affect service communications we need to send to run your account.

29. We record all telephone calls for legitimate business purposes, including service improvement. Calls are encrypted for security, integrity and data-protection compliance, and retained for six years from the date of the call.

29.1 The Customer acknowledges and agrees that BSU may rely on call recordings as evidence of the Customer's instructions, consent (including consent to the commission arrangements), authority, understanding, and the formation and content of any agreement between BSU and the Customer.

30. Neither Party shall disclose the other's confidential information except as permitted below.

31. Each Party may disclose the other's confidential information:

- a) to its employees, officers, representatives or advisers who need to know it for the purposes of this Agreement, provided those recipients comply with these confidentiality obligations;
- b) as required by law, court order, or governmental or regulatory authority; or
- c) to any Third Party to the extent expressly permitted or contemplated elsewhere in these Terms.

32. Neither Party shall use the other's confidential information for any purpose other than exercising its rights and performing its obligations under this Agreement.

Intellectual Property

33. All intellectual property rights relating to our services remain the property of Black Sheep Utilities Limited, its licensors or partners. All other trademarks, service marks and intellectual property rights are the property of their respective owners. You agree not to take any action to jeopardise, limit or interfere with any Party's intellectual property rights.

34. Any documents, market insights, reports, Supplier information or pricing information we provide in connection with our services are owned by us or our Third-Party licensors. We may provide copies on written request, subject to your written agreement not to disclose them, or the information in them, to any Third Party without our prior written consent. An administration fee may apply.

Termination

35. Either Party may terminate this Agreement at any time for any reason. Termination does not affect any rights, remedies, obligations or liabilities accrued up to the date of termination, including the right to claim damages for any existing breach and any obligation to pay fees or charges, including any Cancellation Fee under clause 17. Any provision which is expressed or intended to continue after termination shall remain in force. BSU may terminate immediately on written notice for the Customer's material breach; where the breach is remediable, the Customer has 14 days to remedy it.

General

36. The Parties are independent businesses. Nothing in this Agreement creates any partnership, joint venture, employment, trust or agency relationship between them, or any relationship of trust or confidence beyond these Terms. Neither Party has authority to act on behalf of, or bind, the other.

37. No failure or delay by BSU in enforcing any right under these Terms constitutes a waiver.

38. These Terms bind you and BSU and our respective successors and assigns.

38.1 You will not assign any rights under these Terms without our prior written consent.

38.2 BSU may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms or any of its rights or obligations under them.

39. If any provision of these Terms is or becomes illegal, invalid or unenforceable, the remainder shall remain in force.

40. Events beyond our control. We are not liable for any breach of these Terms to the extent it was beyond our reasonable control.

41. Late payment of any invoice under these Terms may result in statutory interest (in accordance with applicable law) and recovery costs, including fixed debt-recovery costs provided for under applicable legislation and additional reasonable recovery costs (administrative, legal or debt-collection). Late payment may also give rise to a Cancellation Fee under clause 17 where applicable.

42. You agree we may publicly identify you as a BSU customer and use your name and logo in promotional materials, including press releases. We will not imply endorsement or affiliation.

43. No Third Party has any right to enforce any provision of these Terms.

44. This Agreement is governed by the laws of England and Wales. Both Parties submit to the exclusive jurisdiction of the courts of England and Wales, including for non-contractual disputes or claims.

45. Notices under this Agreement must be in writing and sent:

- a) by email to complaints@blacksheeputilities.co.uk (for BSU) or the Customer's latest email on BSU's records; or
- b) by first-class post or next-day delivery to the registered office or principal place of business.

Notices take effect: on delivery (by hand); on transmission during Business Hours, otherwise the next Business Day (by email); at 9am on the second Business Day after posting (by post). This clause does not apply to service of legal proceedings.

About These Terms

46. These Terms, our Privacy Notice and any Letter of Authority (LOA) together form a legally binding agreement (the "Agreement") between you and us, setting out the services we provide, how we process your personal data, and the authority you give us. References to "BSU", "we", "us" or "our" are to Black Sheep Utilities Limited (company number 07360360). References to "you" or "your" are to the customer. Each of us is a "Party" and together we are the "Parties". You confirm you have not relied on, and have no remedy for, any representation, assurance or warranty (whether innocent or negligent) not expressly set out in the Agreement. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

47. These Terms apply to any other products or services available from Suppliers in the Black Sheep Utilities portfolio. Any reference to energy in these Terms is to be read as a reference to the relevant product or service.

48. By using our services - including requesting a quote or issuing a Letter of Authority ("LOA") - you agree to these Terms. We will also confirm key steps with you in writing or by recorded communication where appropriate.

49. This Agreement continues for 36 months from acceptance and will remain in place while we support any Supply Contracts we arrange for you, including a period following the end of those contracts where reasonably required.

50. We may update these Terms or our Privacy Notice and will notify you of material changes; the current version is always at <https://www.blacksheeputilities.co.uk/terms>. Your continued use of our services after an update confirms your acceptance of it.

Glossary Of Terms

Third-Party Intermediary (TPI) - An organisation that provides business utilities-related information to help customers buy and manage their business utilities, including energy, water, telecommunications and renewable solutions.

BSU (we / us / our) - Black Sheep Utilities Limited, a company registered in England and Wales under company number 07360360.

Third Party - a person or entity that is not you or BSU.

Letter of Authority (LOA) - A document you provide authorising BSU to act on your behalf, including to contact and liaise with Suppliers and your existing supplier and to access your meter information, as required to provide our services.

Business Day / Business Hours - A Business Day is any day other than a Saturday, Sunday or public holiday in England and Wales. Business Hours are 9am to 5pm on a Business Day.

Change of Tenancy (COT) - A change in the party responsible for the utilities at a supply point or premises — for example where premises change hands or another party takes on financial responsibility.

Electralink - An energy industry distribution network database to which BSU has direct access and which BSU uses to check meter information, including usage.

Retail Energy Code (REC) - An energy industry code and associated database to which BSU has direct access and which BSU uses to check meter information, including usage.

Supplier (Suppliers) - A UK-based Third-Party utility supplier selected by BSU from whom we obtain quotations and with whom we arrange Supply Contracts on your behalf, including any replacement or successor Supplier.

Supply Contract - Any contract for the supply of utilities or related services — including energy, water, telecommunications and any associated metering, data or meter operator services — relating to a supply point or meter, whether with one or more Suppliers and including any replacement or successor Supplier from time to time. A Supply Contract is formed when the Supplier accepts it, which may be before supply starts.

Alternative Dispute Resolution (ADR) - A free service provided by the Ombudsman, of which BSU is a member, to help resolve a complaint that remains unresolved between us.

Energy Ombudsman - The independent body that provides the ADR service for energy complaints, of which BSU is a member (Membership Number C35BLAC02).

Micro Business - A business that employs fewer than ten employees (or FTE equivalent) and has annual turnover or balance sheet of not more than £2 million; or consumes not more than 293,000 kWh of gas per year; or not more than 100,000 kWh of electricity per year.

Small Business - A business that employs fewer than fifty employees (or FTE equivalent) and has annual turnover of not more than £6.5 million; or a balance sheet greater than £5 million; or consumes not more than 500,000 kWh of gas per year; or not more than 200,000 kWh of electricity per year.

A note on Micro and Small Business: a business qualifies as a Micro Business or Small Business for both fuels if it meets the employee and turnover/balance-sheet criteria. If it does not, but stays within the usage limit for one fuel, it qualifies for that fuel only.

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