

Black Sheep Utilities Terms and Conditions (“Terms”) Your attention is expressly drawn to clause 17 (Limitation of Liability).

1. These Terms, together with our Privacy Notice, set out the services we provide to you and how we process your personal data. In these Terms, we refer to Black Sheep Utilities Limited (company number 07360360) as “we”, “us” and “our” etc. and to you, the customer, as “you” and “your” etc. “Party” shall mean either us or you and “Parties” shall mean both us and you.

2. By signing our Permission Letter, using our website, or otherwise receiving the benefit of any services we provide to you, you agree to be bound by these Terms and our Privacy Policy which together form an agreement (“Agreement”) between us and you. We may amend these Terms and our Privacy Policy from time to time and we will notify you of any material changes. You can always find the most recent version available on our website (www.blacksheeputilities.co.uk) and your continuing use of our services will be subject to the most current Terms on

Description of services

3. We act as a Third-Party Intermediary (“TPI”), defined by Ofgem as an organisation that can give energy-related information and advice with the aim of helping customers buy energy and/or manage their energy needs. Whether you have contacted us directly or we have contacted you, you are under no obligation to use our services. However, as a TPI we can support you when getting business-energy quotations from certain UK based third-party energy suppliers (“Suppliers”, each a “Supplier”).

4. In providing our services, we may obtain quotes from a number of different Suppliers on your behalf, and we may contact you from time to time regarding your current energy requirements. Where you decide to proceed with a particular Supplier and purchase products or services from that Supplier, you acknowledge that you will enter into a separate contract with that Supplier which is completely separate from our Agreement with you. We are not a party to any such contract between you and the particular Supplier and nor will we have any liability thereof.

5. Many Suppliers do not offer a cooling-off period after you agree a contract with them. Many contracts will have an early termination fee applied if you wish to change Supplier before the contract end date. It is important that you read, understand, and accept the terms and conditions of any Supplier that you agree to contract with.

6. You should be aware that there is no obligation for any Supplier to supply you and this is down to the particular Supplier. Each Supplier may determine which customers they choose to supply based on factors such as, but not limited to, the size of supply or your credit rating and even business type. Some Suppliers may refuse to accept or offer a contract with or to businesses in what that Supplier deems a ‘high-risk’ sector or business type. What constitutes ‘high-risk’ will vary across Suppliers but may include takeaway businesses, pubs, restaurants, etc.).

Your and our responsibilities

7. We act as an intermediary broker between you and Suppliers, and we do not assume any wider obligations to you other than those expressly set out in these Terms. We do not recommend or endorse any products or services and we are reliant on the information you give us in order to provide you with different energy tariffs and options. We may arrange contracts on behalf of Suppliers based on the prices we have quoted to enable you to enter into a contract directly with that Supplier. Upon completing a contract either verbally or in writing, we will then send that contract to the Supplier, and we shall use reasonable endeavours to facilitate a smooth energy switch where practicable.

8. You warrant that you are acting in the course of business and that we are entitled to treat you as a business customer. You also warrant that you have full authority to enter into the Agreement.

9. Whilst we have commercial partnerships with certain Suppliers, we are not appointed representatives or agents for any Suppliers. We act completely independently when choosing which Suppliers to present to you and any information provided

by us in any form is on an “as is” basis. When performing our services, we take many factors into account. Whilst price is a key factor in our criteria when selecting energy options for you, the offers we present to you may not be the cheapest on the market at any given time. While we will do our best to provide you with the most competitive pricing options that we identify for your business in the market, we cannot guarantee that the prices that we present are the cheapest available in the market at any particular time. The prices offered by Suppliers will depend on a number of factors, including your credit score, payment history, preferred payment method, suppliers’ levels of customer service, energy usage profile or your personal preference (for example, green energy). We will assist you arranging an energy contract based on the information provided by you to us. Any information you provide to us will be confirmed by us with you by email, by telephone or by letter. It is your responsibility to ensure that all the information is true, accurate, complete, reliable, and current in all respects. You must inform us promptly if there are any errors and/or if any amendments are required. If any of the information needs to be amended or rectified, this may result in your energy supplier transfer being delayed or rejected by the Supplier. You acknowledge and agree that in order to provide our services we may pass the information including your personal data to Suppliers for the purpose of obtaining quotations from such Suppliers. We will obtain your consent prior to sending any such information to any Supplier. More information on how we process your personal data is set out in our Privacy Notice.

10. We will assist you arranging an energy contract based on the information provided by you to us. Any information you provide to us will be confirmed by us with you by email, by telephone or by letter. It is your responsibility to ensure that all the information is true, accurate, complete, reliable, and current in all respects. You must inform us promptly if there are any errors and/or if any amendments are required. If any of the information needs to be amended or rectified, this may result in your energy supplier transfer being delayed or rejected by the Supplier. You acknowledge and agree that in order to provide our services we may pass the information including your personal data to Suppliers for the purpose of obtaining quotations from such Suppliers. We will obtain your consent prior to sending any such information to any Supplier. More information on how we process your personal data is set out in our Privacy Notice.

11. You agree that any documents/market insights, reports, supplier, or pricing information supplied to you in connection with providing our services to you are owned by us or our third-party licensor’s. We may agree to provide you with copies of some or all of these documents upon written request, subject to your written agreement not to disclose any such documents and/or the information contained within them to any third parties without our prior written consent. Depending on the nature of your request this may incur an administration fee.

12. As a result of you using our services, you acknowledge that we may be paid a commission by Suppliers. We typically receive an average uplift of £0.009 per kWh consumed for the duration of your contract. You acknowledge and understand that you may pay additional fees and energy charges to your Supplier as a result of engaging us to provide services to you.

13. If the contract with the supplier fails to go live, is cancelled or you subsequently decide to not proceed with providing your custom to the Supplier in respect of which Black Sheep Utilities has performed a business energy quotation and contract submission for, Black Sheep Utilities shall be entitled to charge you a minimum administration fee charge of £250, and we reserve the right to claim back full commission on a case-by-case basis.

14. From time-to-time you may be able to benefit from other products available from suppliers within the Black Sheep Utilities portfolio in which case these Terms shall also apply but any references to energy are substituted for that particular product or service.

15. We will provide our services using reasonable care and skill and in compliance with applicable law. Except as expressly provided in these Terms, all warranties of any kind for the services are expressly excluded to the fullest extent permitted by law. Any time or date given for performance is indicative only and time shall not be of the essence of the Agreement.

Intellectual property

16. All trademarks, service marks and all other intellectual property rights are the property of their respective owners, including, without limitation, Black Sheep Utilities Limited. The ownership of all intellectual property rights relating to our services shall remain with Black Sheep Utilities Limited, its licensors or partners. You agree not to take any action to jeopardise, limit, or interfere in any manner with any of our or a third party's intellectual property rights.

Limitation of liability

17. Nothing in these Terms shall limit or exclude 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.

18. Subject to clause 16:

- (a) We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (whether direct or indirect) or for any indirect or consequential loss arising under or in connection with our Agreement with you.
- (b) Our total liability to you in respect of all other losses arising under or in connection with our Agreement with you shall in no circumstances exceed £1,000 (one thousand pounds sterling).

19. To the fullest extent permitted by law, all implied terms and warranties are excluded from the Agreement.

Termination

20. You or we may terminate the Agreement at any time for whatever reason.

High standards and contacting us.

21. In the unlikely case that you need to make a complaint about the services provided by us, such complaint should be made to us in the first instance by contacting your account manager or emailing:

complaints@blacksheeputilities.co.uk.

22. If you have a complaint about your energy contract you should contact the Supplier directly and then, if necessary, the Energy Ombudsman. Your account manager may be able assist you with this process.

23. If you are a Micro-Business*, Ofgem's advice is that if you have any issue or complaint you should contact the Citizens Advice consumer service helpline.

Data Privacy and Call Recording

24. We take protecting our clients' data seriously. We will not pass information to third parties other than Suppliers of your choice as instructed by you, and we will not engage with other Third-Party Intermediaries.

25. We will record all telephone calls with you for legitimate business purposes including so that we can improve the services we offer. All calls are encrypted for security and integrity purposes and to ensure that we comply with our requirement under data protections laws. Records of all calls will be kept by us for 7 years from the date of the particular call. Suppliers may retain your personal data in line with their own retention periods and privacy notices and you should ensure you familiarise yourself with any relevant documents or notices before agreeing to their terms and contracting with them.

Data Privacy and Call Recording

26. Each party undertakes that it shall not disclose to any person any confidential information, except as permitted by clause 26.

27. Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with the confidentiality obligations under these Terms;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

28. Neither party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

General

29. The Parties are independent businesses and are not partners or employer and employee and the Agreement does not establish any joint venture, trust, agency, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in these Terms. Save as expressly provided for these Terms, none of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

30. Any failure or delay in us enforcing our rights under these Terms with you shall not constitute a waiver.

31. You will not assign any of your rights under these Terms without our prior written consent.

32. If at any time any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect, the remainder of these Terms shall remain valid and enforceable.

33. We will not be liable for a breach of these Terms to the extent that any such breach was beyond our reasonable control.

34. These Terms are not for the benefit of any third party who is not a party to the Agreement.

35. These Terms and any Permission Letter are the entire agreement between us and you.

36. These Terms and our Agreement with you shall be governed by and construed in accordance with the laws of England and Wales and both Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales (including in relation to any non-contractual disputes or claims).

*Micro Business Definition. A micro business is defined as one that: Consumes not more than 293,000 kWh of gas per year; or Consumes not more than 100,000 kWh of electricity per year; or employs fewer than ten employees (or FTE equivalent) and their annual turnover or balance sheet is not greater than €2 million.