



**Black Sheep Utilities Terms and Conditions ("Terms") Your attention is expressly drawn to clause 19 (Limitation of Liability) and clauses 8, 10 and 15.**

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 "BSU", "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. They shall continue to apply until the later of:

- a) 24 months following the termination date of the last Supply contract procured by us; and
- b) 24 months from the date of the Letter of Authority.

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](http://www.blacksheeputilities.co.uk)) and your continuing use of our services will be subject to the most current Terms on our website.

#### Description of services

3. We act as a Third-Party Intermediary ("TPI"), defined by Ofgem as an organisation that can give business utilities-related information and advice with the aim of helping customers buy business utilities and/or manage their business utility 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 utilities quotations from certain UK based third party utility suppliers ("Suppliers", each a "Supplier"). We may also act as a Third-Party Intermediary ("TPI") for other business-related services including but not exclusively Water, Telecommunications and Green energy solutions such as Solar PV installations.

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 Supplier and nor will we have any liability thereof.

5. Many Suppliers do not offer a cooling-off period after you agree to 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 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 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. Customer Obligations

8.1 In addition to the Customer's other obligations set out in these Terms you warrant that you:

- 8.1.1 Are acting in the course of business and that we are entitled to treat you as a business customer.
- 8.1.2 Have full authority to enter into the Agreement.
- 8.1.3 Once the Supply contract is locked in with the Supplier, you will use your best endeavours to ensure that the Supply Contract goes live and remains live for its entire duration; and
- 8.1.4 Will make prompt payments to the Supplier(s) in respect of the Supply Contract as a condition of this Agreement; and
- 8.1.5 Will always comply with these Terms and any applicable terms and conditions imposed by a Supplier in relation to the supply of the Supplier Services.

8.2 The Customer shall give BSU not less than 35 days' notice in writing of any proposed 'Change of Tenancy', (COT). Notice of COT must:

- 8.2.1 Summarise the nature and details of the proposed COT and provide full details of any proposed occupant of the relevant premises.
  - 8.2.2 be provided 7 working days before the relevant Supplier is notified of the COT; and
  - 8.2.3 be accompanied by documentation in accordance with clause 8.3 to verify that the COT is genuine.
- 8.3 Documentation for the purposes of 8.2.3 must be sufficient evidence to satisfy BSU that the COT is genuine, and shall include but not be limited to the following:
- (a) a Certified copy of a signed and executed lease agreement;
  - (b) a Certified copy of a signed and executed Assignment of Lease agreement;
  - (c) a copy of the signed and executed TR1 or LPE1; or
  - (d) a letter from a solicitor who has acted on behalf of the Customer in the property transaction confirming the COT is genuine.

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).

10. We will assist you in arranging a business utility contract based on the information provided by you. 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 utility supplier transfer being delayed or rejected by the Supplier which may be deemed to be a cancellation of the supply contract by you for the purposes of clause 15 below. 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 licensors. 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 energy procurement services, you acknowledge that we may be paid a commission by energy suppliers. We will receive up to 3p per kWh which for a typical supply of 10,000 kWh would mean a commission payment of up to £300 per year of the supply 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. Our commission is typically 100% variable and based on energy consumed during a contracted period.

12.1 Upon using our procurement services, commission amounts will be included within these T's and C's and provided to you.

13. As a result of you using our water procurement services, you acknowledge that we may be paid a commission by Suppliers. We typically receive a commission from water suppliers based on the volume of water consumed for the duration of your contract. The average typical commission for an SME business is £750. You acknowledge and understand that you may pay additional fees and water charges to your Supplier as a result of engaging us to provide services to you.

14. As a result of you using our telecommunications procurement services, you acknowledge that we may be paid a commission by Suppliers. We typically receive a commission from telecommunications suppliers based on the value of the contract for the duration of your contract. The average typical commission for an SME business is between £20 and £300 per product. You acknowledge and understand that you may pay additional fees and charges to your Supplier as a result of engaging us to provide services to you.

#### 15. Cancellation

15.1 In the event that a Supply Contract has been made between the Customer and a Supplier and either:

- (a) the Supply Number (Either - Meter Point Access Number, (MPAN) for Electricity; Meter Point Reference, (MPR/MPRN) for Gas; Supply Point Identifier, (SPID) for water or equivalent type reference for other services) does not successfully transfer to the new Supplier within 90 days of the contracted start date: or
- (b) the Supply Contract is cancelled or terminated (howsoever such cancellation or termination arises) at any time after the supply under it has commenced, the Customer shall, subject to clause 15.3 below, immediately become liable to pay BSU a cancellation fee (the "Cancellation Fee") as set out in clause 15.2. The Cancellation Fee will be levied for each separate Supply contract which does not commence or is cancelled or terminated.

15.2 The Cancellation Fee shall be calculated as being the greater of:

- (a) Our commission plus VAT; or
- (b) £250 plus VAT.

If the Supply Contract is terminated at any time after the supply under it has commenced the Cancellation Fee shall be pro-rated for the period after such termination until the Supply Contract end date but be a minimum of £250 plus VAT.

15.3 For the avoidance of doubt, no Cancellation Fee will be due and payable if a Supply Contract is terminated in consequence of or in connection with a Change of Tenancy, (COT) unless:

- (a) a Supply Contract is terminated in consequence of or in connection with a COT that has not been notified to BSU in accordance with clause 8.2.
- (b) the cancellation arises as a result of the Customer taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed to any of its assets; or
- (c) the proposed new occupier is connected to the Customer; in which case a Cancellation Fee shall be due and payable in accordance with clause 15.1. In relation to a person, "connected" for the purposes of clause 15.3(b) has the meaning given to it in section 1122 of the Corporation Tax Act 2010.

15.4 The Customer shall immediately notify BSU if any event occurs which give rise to a Cancellation Fee becoming due and shall provide BSU with full, complete and accurate details of any such event.

15.5 BSU shall be entitled to invoice the Customer for the Cancellation Fee:

- (a) at any time that BSU anticipates that the Supply Number will not successfully transfer to the new Supplier within 90 days of the contracted start date: or
- (b) at any time after BSU becomes aware that the Cancellation Fee is due, and the Customer shall pay the Cancellation Fee to the specified bank account within 30 days after the date of invoice (or, where BSU has raised an early invoice under clause 15.5(a), within 30 days of the Cancellation Fee becoming due as according to clause 15.1 above). Time for payment of the Cancellation Fee shall be of the essence.

15.6 If the Customer fails to pay the Cancellation Fee by the due date, then, without limiting BSU's remedies under clause 22 regarding Termination, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

15.7 All amounts due under this clause 15 from the Customer to BSU shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15.8 The Customer agrees, accepts, and hereby confirms that the Cancellation Fee is reasonable and proportionate to protect BSU's legitimate interest in the Supply Contract reaching full term.

15.9 The Customer acknowledges that any Cancellation Fee charged by or paid to BSU will not obviate or indemnify the Customer against any separate cancellation charges that the Supplier may be contractually entitled to make.

15.10 This clause 15 shall survive the expiry or termination of this Agreement between BSU and the Customer.

16. 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 product or service.

17. 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

18. 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

19. 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.

20. Subject to clause 19:

- (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 and
- (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).

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

#### Termination

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

22.1. Expiry or termination of this Agreement between BSU and the Customer shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of expiry or termination.

22.2. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Agreement shall remain in full force and effect after expiry or termination.

#### High standards and contacting us.

23. In the unlikely case that you need to make a complaint about the services provided by us, such complaint must be made to us in the first instance by contacting your account manager or emailing: [complaints@blacksheeputilities.co.uk](mailto:complaints@blacksheeputilities.co.uk). You acknowledge that if you have any complaint about our services that you will in the first instance follow our complaints procedure.

24. If you have a complaint about your energy supplier or supply contract in the first instance you should contact us and then if you are dissatisfied you should contact the Supplier directly and then, if necessary, the Energy Ombudsman. Your account manager may be able to assist you with this process.

25. 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

26. We take protecting our clients' data seriously. We will not pass information to third parties other than the business utility suppliers to which you are either currently contracted with or have chosen to move your business utilities to. We will not engage with other Third-Party Intermediaries.

27. 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 requirements under data protection 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.

28. Each party undertakes that it shall not disclose to any person any confidential information, except as permitted by clause 29.

29. 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 and governmental or regulatory authority.

30. 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.

#### Promotional offers - including cashback

31. From time to time, we may operate promotional offers that include cashback and/or vouchers. Such promotions are provided at the sole discretion of Black Sheep Utilities and can be amended or discontinued at any time.

32. If a cashback offer is available and agreed to, the value will be based on consumption levels and confirmed verbally. We will require a copy of the first bill for the contract we have arranged and proof of payment. If consumption levels are more than 10% less than agreed to, cashback payable will be amended accordingly.

33. Cashback payments will only be made into an account in the business's name as it appears on your bill. If you pay your bills via Direct debit, we will use these bank account details unless otherwise agreed.

34. The Black Sheep Utilities, refer a friend promotional offer is limited to 10 £50 vouchers totalling no more than £500 for each referring business. Once each applicable new meter has gone live with a minimum consumption level of 20,000 kWh, a £50 voucher will be issued. The referring business must be a current Black Sheep Utilities customer in an active contract we arranged. The offer excludes:

- (i) Change of tenancy where the incoming proprietor is the same as the outgoing proprietor.
- (ii) Meters belonging to existing customers.
- (iii) Any company currently or previously a Black Sheep Utilities customer.
- (iv) Contracts entered into for meters under one year in duration.

#### General

35. 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.

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

37. Transfer of rights and obligations

37.1. These Terms are binding on the Customer and BSU and on each parties' respective successors and assigns.

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

37.3. BSU 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.

38. 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.

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

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

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

42. 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.