

Black Sheep Utilities Terms and Conditions ("Terms") Your attention is expressly drawn to clause 19 (Limitation of Liability) and clauses 7 and 8.

1. These Terms and 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 us or you, and "Parties" shall mean 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 will supersede all previous versions for both current and past services agreed or provided, and together form an agreement ("Agreement") between you and us. They shall continue to apply until the latter of:

- a) 36 months from the date you agreed to them; and
- b) 24 months following either the termination or contract end date of the last Supply contract procured by us.

2.1 We may amend these Terms and our Privacy Policy from time to time, and we will notify you of any material changes.

2.2. You can find the most recent version available on our website (www.blacksheeputilities.co.uk).

2.3. Your continuing use of our services will be subject to the most current Terms on our website.

Description and provision 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 utility 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. Provision of services

4.1. We have direct access to the energy distribution networks databases, including Electralink and the Retail Energy Code (REC), which we use to check information about your meters, including usage. As part of our procurement and ongoing customer support processes, you agree to allow us to check this information and continue to do so for the duration outlined in clause two above.

4.2. 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.

4.3. 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 entirely separate from our Agreement with you. We are not a party to any such contract between you and the Supplier, nor will we have any liability thereof.

4.4. As a provider of business-to-business services, your Agreement to our terms and conditions includes your consent to communication through various methods, which may include but are not limited to email, postal mail, and telephone. These communication channels will be utilised for various purposes, such as providing our services, marketing products or services potentially beneficial to your business, and delivering relevant updates. You can update your preferences at any time by calling us at 0800 0116431 or by emailing us at data.controller@blacksheeputilities.co.uk.

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 with whom you agree to contract.

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, 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 broader 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 supply contract 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 transfer to the procured contract where practicable.

8. Customer Obligations

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

- 8.1.1. You are acting in the course of business, and we are entitled to treat you as a business customer.
- 8.1.2. You have full authority to enter into the Agreement.
- 8.1.3. Once the Supply Contract is agreed, you will use your best endeavours to ensure that it goes live and remains live for its entire duration.
- 8.1.4. You will make prompt payments to the Supplier (s) in respect of the Supply Contract as a condition of this Agreement.
- 8.1.5. You 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.
- 8.1.6. You will ensure a valid permissions letter (LOA) is held by BSU throughout the term of any agreed supply contract and complete any permissions letter (LOA) within 14 days of its receipt or request.
- 8.1.7. In the unlikely case that you need to make a complaint, you must follow our complaints procedure for any and all services or supply contracts, past or present, procured by us.
- 8.2. You 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.

8.4. Any breach of customer obligations may result in a cancellation fee as outlined in section 15.

9. Whilst we have commercial partnerships with most Suppliers, we are not appointed representatives or agents for any Suppliers. We act 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 have access to most suppliers' pricing and products, but not all. There may be different products and prices available, and due to the dynamic nature of the industry, we are unable to guarantee that the prices we present are the cheapest available at any particular time. Suppliers' prices will depend on several factors, including your credit score, payment history, preferred payment method, suppliers' levels of customer service, where applicable, your usage profile or your personal preference.

10. We will assist you in arranging a Supplier Contract based on the information you provide. Any information you provide will be confirmed by us with you by email, telephone or 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 procured Supply Contract being delayed or rejected by the Supplier and 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 energy suppliers may pay us a commission. 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 any commission payment we receive may be levied as an additional fee by your Supplier as a result of engaging us to provide services to you and that you may have paid such fees in the past by using our procurement services. Our commission is typically 100% variable and based on energy consumed during a contracted period. For any past contracts, the commission was typically less than, but unless otherwise stated, it should be assumed to be 3p per kWh.

12.1. Upon using our procurement services, commission amounts will be specified within the Ts and Cs and provided to you digitally or included within your welcome pack.

13. As a result of you using our water procurement services, you acknowledge that Suppliers may pay us a commission. 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 and that you may have paid such fees in the past by using our procurement services.

14. As a result of you using our telecommunications procurement services, you acknowledge that Suppliers may pay us a commission. We typically receive a commission from telecommunications suppliers based on the value of the contract for the duration of your Agreement. 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 and that you may have paid such fees in the past by using our procurement services.

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 30 days of the contracted start date: or
- (b) the Supply Contract is cancelled or terminated (howsoever such cancellation or termination arises): or
- (c) the customer breaches any of their obligations under section 8.

The Customer shall, 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) £750 plus VAT.

15.3. 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.

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

- (a) at any time that BSU anticipates that the Supply Contract, arranged by us, will not successfully transfer to, or start with, the new or existing Supplier within 30 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 15.4(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.

15.5. 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 additional late payment fees as outlined in section 39.' Late Payment fees'.

15.6. 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).

15.7. 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.

15.8. 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.

15.9. 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.

22.3. Where such termination is completed on request of the customer a cancellation fee may be charged as outlined in section 15.

High standards and contacting us

23. In the unlikely case that you need to make a complaint about the services provided by us, for any and all services or supply contracts, past or present, such a complaint must be made to us in the first instance by emailing complaints@blacksheeputilities.co.uk.

23.1. We will identify if your complaint is with us or with your supplier. We aim to respond to all complaints within 2 working days and expect to be able to resolve most complaints with us within 3 weeks. Supplier complaints should be dealt with as outlined in section 24.

23.2. Our full complaints process is available on our website at <https://www.blacksheeputilities.co.uk/complaints-process> or available upon request.

23.3. Failure to follow our complaints procedure will result in additional administrative charges and may also result in additional legal or professional fees, which will be passed on to you on a cost + 10% basis. At BSU's discretion, it may also result in a cancellation fee, as outlined in section 15, due to a breach of Customer Obligation, as outlined in section 8.

23.4. Energy Supply Contract Complaints:

If you are a 'Micro-Business' or 'Small Business' and do not accept the outcome of our internal review regarding your complaint or if your complaint remains unresolved for more than eight weeks, we will write to you with further information regarding the Ombudsman' Alternative Dispute Resolution' (ADR) Service. The ADR is a free service provided by the Ombudsman, which we are a member of (Membership Number: C35BLAC02), which you must use as outlined in our complaints procedure and to which you have agreed to follow. We may charge a £750 administration fee to cover reasonable costs if the Ombudsman agrees with the outcome of our internal review or finds in our favour regarding any complaint.

23.5. Other Supply Contract Complaints:

If you do not accept the outcome of our internal review we can provide details of the relevant Ombudsman service to escalate your complaint to. We may charge a £750 administration fee to cover reasonable costs if the Ombudsman agrees with the outcome of our internal review or finds in our favour regarding any complaint.

Supplier Complaints

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

Data Privacy and Call Recording

25. 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 or previously contracted or have chosen to move your business utilities. We will not engage with other third parties.

26. 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 six 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.

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

28. 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 governmental or regulatory authority.

29. 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

30. 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.

31. 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.

32. 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.

33. 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

34. 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.

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

36. Transfer of rights and obligations

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

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

36.3. 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.

37. 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.

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

39. Late Payment of fees:

Without limiting BSU's remedies under clause 22 regarding Termination, late payment of any invoice payable under these terms and conditions may result in a cancellation fee as outlined in section 15 and may result in all or some of the following late payment additional charges:

39.1. Statutory interest charge: Currently 8% above the Bank of England Base Rate - accrued daily from the due date until payment of any overdue sum.

39.2. Debt recovery costs - currently a fixed fee of at least £40, rising to £100 depending on the amount of debt.

39.3. Additional reasonable recovery costs exceeding the fixed fee. This could include expenses incurred, inter alia, in instructing a lawyer or employing a debt collection agency.

40. Publicity: You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our Customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

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

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

43. 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: employs fewer than ten employees (or FTE equivalent) and their annual turnover or balance sheet is not greater than £2 million, or consumes not more than 293,000 kWh of gas per year, or consumes not more than 100,000 kWh of electricity per year.

A business will qualify as a micro-business for both gas and electricity if it meets the employee and turnover or balance sheet criteria. If it doesn't meet those criteria but uses no more than the defined usage for either gas or electricity, it will qualify as a micro-business for that fuel.

**Small Business Definition. A small business is defined as one that: employs fewer than fifty employees (or FTE equivalent) and has an annual turnover or not greater than £6.5 million; or balance sheet greater than £5 million or consumes not more than 500,000 kWh of gas per year, or consumes not more than 200,000 kWh of electricity per year.

A business will qualify as a 'small business' for both gas and electricity if it meets the employee and turnover or balance sheet criteria. If it doesn't meet those criteria but uses no more than the defined usage for either gas or electricity, it will qualify as a 'small business' for that fuel.