

1. Energy Impact Limited Terms & Conditions of Business

- (a) The purpose of this document is to confirm the arrangements between us. It sets out our standard terms and conditions of business with you.
- (b) The expressions “Energy Impact”, “we”, “us” and “our” refer to Energy Impact Limited.
- (c) The expressions “you” and “your” refer to you as our Client.
- (d) Energy Impact Limited is a private liability company registered in England and Wales under company number 06299188 whose registered office is at Matrix House, 12-16 Lionel Road, Canvey Island, Essex, SS8 9DE.
- (e) “Services” means the services Energy Impact will carry out for you and which are set out in the Schedule to these Terms and Conditions of Business.

2. Our responsibilities

- (a) Energy Impact will carry out the Services using reasonable care and skill.
- (b) Energy Impact will report to you regularly with regard to progress in carrying out the Services.

3. Your responsibilities

- (a) You will provide us with a signed Letter of Authority in Energy Impact’s standard form authorising us to carry out the Services and agreeing to these Terms and Conditions of Business.
- (b) You will provide us with clear, timely and accurate instructions.
- (c) You will provide us in a timely manner with such documentation and information we may reasonably require from you to enable us to carry out the Services and will advise us promptly of any change in your circumstances.

4. Data Protection

- (a) Both parties will at all times comply with all applicable UK Data Protection Legislation.
- (b) You acknowledge that in carrying out the Services we will obtain your data from you and your suppliers and will share your data with energy suppliers, water and wastewater suppliers, District Network Operators and Meter Operators.
- (c) We take your privacy very seriously.

5. Confidentiality

Each Party undertakes that it shall not at any time while Energy Impact is carrying out the Services and for a period of three years thereafter disclose to any person any confidential information relating to the other party, including but not limited to the customers, clients, business affairs, methods of operation of the other party save that Energy Impact may disclose confidential information to its employees or officers or relevant third parties necessary to enable us to carry out the Services, who need to know such information or as may be required by law.

6. Limitation of liability

(a) Nothing in these Terms and Conditions of Business excludes or limits any liability which cannot legally be excluded or limited.

(b) Energy Impact's total liability to you in relation to the Services for whatever reason shall not exceed £500.

(c) Subject to clause 6(a), Energy Impact shall not be liable to you for whatever reason for (i) Loss of profits; (ii) Loss of sales or business; (iii) Loss of agreements or contracts; (iv) Loss of anticipated savings; (v) Loss of or damage to goodwill; (vi) Indirect or consequential loss.

(d) We will have no liability to you for any claim, unless you give us notice in writing of the claim together with details of the grounds for the claim within 28 days of the circumstances occurring which give rise to the claim.

(e) In the event of a renewal of an energy contract or a water contract previously brokered by Energy Impact, you confirm that you have been entirely satisfied with the Services you have received from Energy Impact and that you have no claim of whatsoever nature against Energy Impact arising from that energy contract or that water contract or Energy Impact's Services or otherwise.

7. Charges/commission

(a) You agree that Energy Impact is entitled to receive a commission for carrying out the Services.

(b) If we are not successful in brokering an energy or water contract with an energy supplier or a water supplier on your behalf, the Services are free to you.

(c) If we are successful in brokering an energy contract or a water contract with an energy supplier or a water supplier on your behalf we will earn a commission which is not cost free to you as it will be included in the energy supplier's or water supplier's proposals submitted to you and is included in the energy unit rate and/or standing charge in the energy supplier's proposals or as a water management fee in the water supplier's proposals.

(d) This commission will be paid to us by the energy supplier or the water supplier by instalments during the duration of your energy or water contract. This energy commission and water commission will be subject to "clawback" (in whole or in part) from us by the energy or water

supplier if you are in breach of the energy contract or the water contract or if you do not consume the predicted energy consumption or water consumption.

(e) Our average commission allowed by energy suppliers equates to between 3% and 5% of the contract value.

(f) You will not pay any additional fees to us for the Services unless we carry out other services which will be subject to a separate agreement between us.

8. Queries & complaints

(a) If you have any queries regarding these Terms and Conditions of Business, please contact us at support@energyimpact.co.uk.

(b) We are proud of the quality of the service we provide for our customers. If, however, you have cause to complain, please follow our Complaints Policy at complaints@energyimpact.co.uk and we will endeavour to resolve the matter.

9. Law & jurisdiction

Our Agreement is subject to the laws of England and Wales and subject to the jurisdiction of the Courts of England and Wales.

Schedule

1) We will collate details of your existing energy and/or water contracts and requirements.

2) We will obtain a range of quotations from a number of energy suppliers and/or water suppliers.

3) We will provide impartial advice on the quotations and their suitability. The decision which (if any) quotation to accept is entirely yours.

4) We will deal with any queries or issues you may have during the term of any new energy contract or water contract you enter into as a result of the Services.

Version Information

Terms & Conditions published on 06/06/2022.