



TPI Agreement



1. Parties

1.1 This Agreement is between:

Dyce Utilities Limited t/a Dyce Energy who's registered office address is: B3 Patrick Tobin Business Park, Bolton Road, Wath Upon Dearne, S63 7LL, who's company registration number is: 12198968 ("Dyce Energy")

And

XXXXXXXXXXXXXXXXXXXX who's registered office address is: XXXXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX, who's company registration number is: XXXXXXXX ("Third Party Intermediary").

2. Appointment

2.1 This Agreement is to detail the process and manner of working agreed for the Third-Party Intermediary to provide to Dyce Energy on a non-exclusive basis customers for the supply of Energy by Dyce Energy's selected supplier, or any other services Dyce Energy may choose to offer to those customers, and for Dyce Energy to make commission payments to the Third-Party Intermediary. The provision of the services detailed in this Agreement and/or the conclusion of this Agreement by the Third-Party Intermediary shall be regarded as acceptance of the Agreement. This Agreement replaces and supersedes all previous Agreements, whether verbally or in writing, between Dyce Energy and the Third-Party Intermediary.

2.2 Changes to this Agreement can be made from time to time and the latest version will be made available online for download.

2.3 This Agreement is comprised of this document and the contents of the Schedule to this document.

3. Requested Services

3.1 Provision by the Third-Party Intermediary of customers within the following categories:

- a) Non-Half Hourly Non-Domestic Electricity Customers;
- b) Half-Hourly Non-Domestic Electricity Customers;
- c) Non-Daily Metered Non-Domestic Gas Customers;
- d) Daily Metered Non-Domestic Gas Customers.

3.2 A Non-Domestic Customer is defined for the purposes of this Agreement as a customer who uses the Energy supplied to it by Dyce Energy's selected supplier for wholly or mainly business purposes.

4. Supply of Energy

4.1 Unless agreed otherwise in writing between the Third-Party Intermediary and Dyce Energy in accordance with Clause 6.5, Dyce Energy will, after carrying out the appropriate credit checks and upon agreement of an Energy supply contract by Dyce Energy's selected supplier and the customer referred by the Third-Party Intermediary, provide a supply of Energy and/or other services offered by Dyce Energy to the sites requested by that customer unless it exercises its right not to do so in accordance with Clause 6.4.

4.2 Customers will be required to enter into an Energy supply contract with Dyce Energy's selected supplier which may or may not also include other services if the proposed customer agrees to this.

4.3 Energy will be defined for the purposes of this Agreement as electricity and/or gas.

4.4 Acceptance of the Energy supply contract by the customer must be in writing via a Dyce Energy Customer Agreement, by e-Docusign of a Dyce Energy Customer Agreement or verbally following the Dyce Energy Verbal Script. In the case that a customer verbally accepts an Energy supply contract with Dyce Energy, the Third-Party Intermediary must capture and retain evidence of such verbal acceptance and provide this to Dyce Energy when requested by Dyce Energy to do so. For the avoidance of doubt, acceptance of an Energy supply contract by the customer is subject to agreement by Dyce Energy.

5. Roles and Responsibilities

5.1 Dyce Energy will:

- a) Supply Energy via our selected supplier and other services to Non-Domestic Customers as and when agreed in contract;
- b) Make best efforts to ensure that it has a selected supplier in place with the appropriate licences to supply Energy and will immediately inform the Third-Party Intermediary if this is no longer the case;
- c) Pay the agreed commission payments to the Third-Party Intermediary for successfully registered customers from the Third-Party Intermediary. This will be an uplift to the unit rate for the period of the Energy supply contract dependent on the type of customer and as laid out in the Schedule to this document;
- d) Fulfil its obligations under this Agreement in good faith.

5.2 The Third-Party Intermediary will:

- a) Offer an Energy supply contract via our selected supplier and/or any other services that Dyce Energy may choose to offer to Non-Domestic Customers based in Great Britain at the prices and on the terms advised by Dyce Energy to the Third-Party Intermediary from time to time;
- b) Make it clear to any customer that they will be required to make payment to Dyce Energy for charges under the contract and any other services that Dyce Energy may offer to provide to that customer by Direct Debit unless Dyce Energy agrees to any other payment method;
- c) Make it clear to the customer that a commission will be paid to the Third-Party Intermediary through their Dyce Energy contract should a commission uplift be included in the contract.
- d) Adhere to the Alternative Dispute Resolution (ADR) scheme and any other regulated schemes with determination by Dyce Energy as to whether or not any particular Code of Practice is deemed to be acceptable by Dyce Energy for the purposes of this Agreement;
- e) Not act in any way which, in the reasonable opinion of Dyce Energy, is likely to negatively affect the reputation of Dyce Energy or cause Dyce Energy to be put in breach of any laws and/or conditions of its selected suppliers licences;
- f) Not enter into any negotiations with any customer on behalf of Dyce Energy in relation to terms of supply, or enter into any commitments (including agreeing credit terms) on behalf of Dyce Energy with any third party;
- g) Ensure that approval has been obtained from suitable and appropriate employees of the customer who have the necessary authorisation to agree a binding Energy supply contract on behalf of that customer before requesting services from Dyce Energy;
- h) Unless agreed that the Third-Party Intermediary will perform this service in accordance with Clause 6.6, provide Dyce Energy with accurate customer details sufficient to allow Dyce Energy to credit check, communicate with, register and bill that customer;
- i) Provide Dyce Energy with accurate details in relation to the customer's Energy usage based on historical billing evidence;
- j) Only make use of approved Dyce Energy marketing materials and not provide any undertakings in relation to any service provided by Dyce Energy except for those specifically laid out in the marketing materials issued by Dyce Energy;
- k) Not assign or sub-contract its responsibilities under this Agreement to any third party without the prior written permission of Dyce Energy;
- l) Ensure that it has appropriate methods to manage any agreed sub-contractors and a formal binding agreement with those agreed sub-contractors;
- m) Ensure that the customer's data remains confidential and only make use of such data for the purposes of fulfilling its obligations to the customer and Dyce Energy;
- n) Manage any contract exceptions to allow customer registration to be completed;
- o) Comply with applicable laws, including those relating to data protection and bribery prevention;
- p) Make prompt and full repayment of any overpayment of commission payments made by Dyce Energy;
- q) Comply with Dyce Energy's reasonable instructions, including (but not limited to) the provision of information to Dyce Energy as and when requested;
- r) Have appropriate business policies and processes in place to fulfil its obligations under this Agreement;
- s) Fulfil its obligations under this Agreement in good faith.

6. Service Delivery

6.1 Following the conclusion of this Agreement between Dyce Energy and the Third-Party Intermediary, the Third-Party Intermediary will be provided with a Dyce Energy contact who will provide the Third-Party Intermediary upon request with information in relation to the status of all customers introduced to Dyce Energy by that Third-Party Intermediary.

6.2 All customer registrations will be managed by Dyce Energy.

6.3 The Third-Party Intermediary will be provided with details as to how long any product prices are valid prior to acceptance by the customer. Dyce Energy reserves the right to withdraw any product price at any time.

6.4 Dyce Energy reserves the right as to whether or not to accept any customer's request for it to provide services to that customer.

6.5 All customers will be credit checked by Dyce Energy and the Third-Party Intermediary will offer an Energy supply contract subject to approval by Dyce Energy.

6.6 Once Dyce Energy's offer has been accepted by the customer, the Third-Party Intermediary will provide full customer details after obtaining the necessary permission from the customer to do so for that customer to enter into an Energy supply contract with Dyce Energy's selected supplier.

6.7 The customer will be sent the necessary documentation once registration has been carried out and, following this, as soon as reasonably practicable prior to the expected supply start date.

6.8 Customers will be billed monthly.

7. Commission Payments to Third-Party Intermediary

7.1 All Commission Payments due to the Third-Party Intermediary will be made by direct bank transfer (BACS) in pounds sterling on a monthly or quarterly basis as detailed in the Schedule.

7.2 The Commission Payments due to the Third-Party Intermediary will be calculated in accordance with the details laid out in the Schedule as confirmed by accurate meter readings as provided by the customer for each relevant customer, or based on the contract estimated Annual Quantity or Estimated Annual Consumption at the sole discretion of Dyce Energy.

7.3 The Third-Party Intermediary's right to the related Commission Payment (in accordance with Clause 5.1 c (and the Schedule to this document) will be established upon the Supply Start Date for the relevant customer or, in the case of services other than the supply of Energy, when Dyce Energy begins to provide these services to the customer.

7.4 Dyce Energy will make payment of the total commission amount to the Third-Party Intermediary, split into equal monthly or quarterly payments as detailed in the Schedule over the duration of the customer's Energy supply contract, in accordance with Clause 7.1 and Clause 7.6.

7.5 Dyce Energy will send a summary of all live contracts agreed by the Third-Party Intermediary on behalf of Dyce Energy to the Third-Party Intermediary along with details of the monthly or quarterly Commission Payment relevant to each customer included in that summary.

7.6 The Commission Payment due to the Third-Party Intermediary as detailed in the summary provided to the Third-Party Intermediary by Dyce Energy in accordance with Clause 7.4 will be made the month following receipt of the commission summary from Dyce Energy and of each month thereafter. For example, January consumption will be invoiced to the customer in February and your report will be populated in March.

7.7 The total commission amount will be determined in accordance with Clause 7.2

7.8 Dyce Energy's calculation of commission payments payable to the Third-Party Intermediary in relation to this Agreement shall be final and binding upon the Third-Party Intermediary.

7.9 Upon the termination of the energy supply contract between Dyce Energy and the customer, for whatever reason at any relevant site where an energy supply contract exists between the customer and Dyce Energy as a result of the customer being introduced by the Third-Party Intermediary, commission payments due to the Third-Party Intermediary in relation to that customer will cease.

7.10 For the avoidance of doubt, if a new contract is then agreed in the future between Dyce Energy and a customer which was previously supplied by Dyce Energy and originally introduced by the Third-Party Intermediary, no commission payment will be due to the Third-Party Intermediary following the customer's return to Dyce Energy.

7.11 Without prejudice to the other provisions of this Agreement, once the Third-Party Intermediary has been provided with notice of termination of its appointment under this Agreement, the Third-Party Intermediary shall be entitled to continue to receive commission payments in accordance with the Schedule of this Agreement for the remainder of the duration of the Energy supply contracts between Dyce Energy and those customers which it introduced to Dyce Energy, and Dyce Energy then agreed to supply via our selected supplier.

7.12 Dyce Energy reserves the right to offset commission payments due to the Third-Party Intermediary or invoice against money owed to Dyce Energy from the Third-Party Intermediary for overpayment or mispayment of commissions.

7.13 Dyce Energy reserves the right to stop or hold commission payments should a customer not pay their Energy bills to Dyce Energy or where applicable, directly to a nominated Selected Supplier.

7.14 Any expenses incurred by the Third-Party Intermediary during fulfilling its obligations under this Agreement shall be its own responsibility.

8. Duration and Termination of Agreement

8.1 The appointment of the Third-Party Intermediary shall take effect on the date that this Agreement is concluded by both parties and shall continue until it is terminated by either party upon the provision of one month's written notice in the first year this Agreement is in effect between Dyce Energy and the Third-Party Intermediary, or two months' written notice in the second year or three months' written notice in the third year as applicable.

8.2 Without prejudice to the right of either party to terminate the Agreement upon the provision of one month's written notice as laid out in Clause 8.1, Dyce Energy shall have the right on provision of seven days' written notice to the Third-Party Intermediary to terminate the Agreement in the case of any of the following:

- a) The Third-Party Intermediary commits a material breach of any of the Terms and Conditions of this Agreement and, where such breach could be remedied, the Third-Party Intermediary has failed to do this within five working days of being notified of the breach in writing by Dyce Energy; or

- b) The Third-Party Intermediary makes any voluntary arrangement with its creditors, is subject to an administration order, has a receiver, manager or administrative receiver appointed over its assets or (if an individual) becomes bankrupt or (if a company) has a winding-up order made against it or goes into liquidation (save where this is for the purposes of a solvent amalgamation or reconstruction and in such circumstances where the company resulting from it agrees to assume the obligations created upon the Third-Party Intermediary by this Agreement); or
- c) The Third-Party Intermediary (if a company) suffers a change in ownership or control which makes the continuation of this Agreement unacceptable to Dyce Energy; or
- d) The Third-Party Intermediary is guilty of fraud or misconduct.

8.3 Upon termination of this Agreement for whatever reason by either party the Third-Party Intermediary agrees to immediately return all records, customer data and any material issued by Dyce Energy to Dyce Energy.

8.4 The Third-Party Intermediary shall cease to use Dyce Energy's brand names immediately upon request and upon the termination of its appointment as Dyce Energy's Third-Party Intermediary.

8.5 All Clauses in this Agreement shall continue to be in effect following such termination of this Agreement.

9. Confidentiality

9.1 Both parties shall treat all information received or obtained verbally as confidential or in any format as a result of entering into or carrying out their respective obligations under this Agreement. This includes (but is not limited to) the provisions or subject matter of this Agreement as well as the details of the customers introduced to Dyce Energy by the Third-Party Intermediary and any price information relevant to any of those customers.

9.2 Either party may disclose information which would otherwise be confidential if:

- a) It is required to do so by law or regulatory or governmental body to which it is subject; or
- b) It reasonably considers it necessary to disclose the information to professional advisors, auditors and bankers provided that this is done on a confidential basis; or
- c) The information has entered the public domain through no fault of that party.

10. Liability

10.1 Neither party shall be liable for any act or omission which results from an event outside that party's reasonable control.

10.2 Dyce Energy shall not be liable for any loss, damages, costs, expenses or other claim for compensation whatsoever by the Third-Party Intermediary to the extent that any such claim is for loss of profits, revenue, goodwill, or anticipated savings or for any indirect or consequential loss or damage. For the avoidance of doubt, this does not include the requirement for Dyce Energy to make commission payments in relation to the Third-Party Intermediary in accordance with Clause 7.

10.3 The Third-Party Intermediary agrees to indemnify and keep indemnified Dyce Energy against any liability and loss, damage, or expense as far as reasonably ascertained and within reason up to a value of £100,000.

11. General

11.1 Any notice provided by either party to the other party in relation to this agreement shall be in writing and sent by electronic mail. All notices provided to Dyce Energy by the Third-Party Intermediary shall be to tpi@dyce-energy.co.uk. All notices provided to the Third-Party Intermediary by Dyce Energy shall be sent to the email address provided by the Third-Party Intermediary. If the email address of either party is changed by that party, it should notify the other party of the change by email as soon as is reasonably practicable. A notice shall be deemed to have been served provided that the sending party does not receive a communication by return email informing it that such notice has not been delivered.

11.2 This Agreement should not be interpreted as creating any partnership or joint venture between the parties.

11.3 Should any provision of this Agreement be determined by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be considered not to be a part of this Agreement but shall not affect the enforceability of the remainder of this Agreement. Neither shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

11.4 This Agreement shall be governed by the laws of England and Wales. Both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to this Agreement.

12. Acceptance

12.1 Where this Agreement is agreed on behalf of the Third-Party Intermediary by an individual, that individual warrants that he/she has the appropriate authority to bind the Third-Party Intermediary to the Terms and Conditions of this Agreement.

Signed on behalf of Dyce Energy

Signature:

Name:

Job Title:

Date:

Signed on behalf of the Third-Party Intermediary

Signature:

Name:

Job Title:

Date:

Schedule

Commission Payments

1.1 Commission Payment is defined as the payment which Dyce Energy shall pay to the Third-Party Intermediary for the introduction of customers. This will be an uplifted commission for the period of the Energy supply contract calculated as follows (Dyce Energy deemed annual kWh consumption) * (Third-Party Intermediary pence per kWh uplift) plus any standing charge uplifts.

1.2 Commissions will be paid monthly.

1.3 The Commission Payment is payable to the Third-Party Intermediary in accordance with the provisions set out within this Schedule to the Agreement once an Energy supply contract has been concluded between Dyce Energy and the customer and the customer's account for the supply of Energy and/or other services has been successfully transferred to Dyce Energy's selected supplier.

1.4 If questioned by the customer, it is the responsibility of the Third-Party Intermediary to inform the customer prior to a quotation being provided by Dyce Energy that a Commission Payment will be included within the quotation. This Commission Payment will then be included within the price quoted by Dyce Energy in its contract with the customer.

1.5 Dyce Energy will provide a self-billed invoice to the Third-Party Intermediary as detailed in Clause 1.2 of this Schedule detailing the supply number, the latest AQ or EAC for actual or estimate usages for each relevant site, the relevant Energy supply contract length and the related Commission Payment (as well as any other required information agreed between Dyce Energy and the Third-Party Intermediary for each live customer account registered via Dyce Energy following introduction by the Third-Party Intermediary.

1.6 The invoice referred to in Clause 1.5 of this Schedule shall be payable by Dyce Energy in accordance with Clause 7.1, Clause 7.4 and Clause 7.5 of the main body of the Agreement. Payment will be made to the bank account the details of which are provided by the Third-Party Intermediary to Dyce Energy at the time that this Agreement is concluded between the two Parties. The Third-Party Intermediary agrees to notify Dyce Energy of any change to its bank account details in writing.

Self-Billing Agreement between VAT Registered Parties

This is an agreement to a self-billing procedure between:
Dyce Utilities Limited t/a Dyce Energy ("Dyce Energy") VAT Number: 336 3668 82
And

XXXXXXXXXX VAT Number: XXXXXXXXXXXXX

The self-biller ("Dyce Energy") agrees:

- i) To issue self-billed invoices for all services provided to it under the TPI Agreement to which this self-billing agreement relates by the self-billee ("The Third-Party Intermediary") for the duration of the TPI Agreement between the two parties;
and
- ii) To issue self-billed invoices showing the Third-Party Intermediary's name, address and VAT Number, together with all the other details which constitute a full VAT invoice; and
- iii) To conclude a new self-billing agreement in the event that the VAT Number of either Party changes; and
- iv) To inform the Third-Party Intermediary if the issuance of self-billed invoices will be outsourced to a third party.

The self-billee ("The Third-Party Intermediary") agrees:

- i) To accept invoices raised by the self-biller on their behalf for the duration of this self-billing agreement;
and
- ii) Not to raise invoices for the transactions covered by the TPI Agreement to which this self-billing agreement relates;
and
- iii) To notify Dyce Energy immediately if it:
 - a) Changes its VAT number; or
 - b) Ceases to be VAT registered; or
 - c) Sells its business or any part of its business.

Signed on behalf of Dyce Energy

Signature:

Name:

Job Title:

Date:

Signed on behalf of the Third-Party Intermediary

Signature:

Name:

Job Title:

Date: