Dyce Energy

Terms & Conditions

V1.0 – Sept ‘26

Dyce Utilities Ltd T/A Dyce Energy Terms and Conditions

For the provision electricity and gas

1 Interpretation

1.1 The definitions and rules of interpretation in this Term apply in this Agreement.

Acceptance Form	Means the Contract Acceptance Form, agreement or contract signed by you and provided to us in connection with the services we will Supply to you
Acts	Means the Gas Act 1986 and the Electricity Act 1989 as applicable
Actual Consumption	Means the quantity of electricity and/or gas (as applicable) consumed by you during a Fixed Term Period, or subsequent period of Supply pursuant to this Agreement
Additional Charges	Means any payments and Charges other than gas/electricity Charges payable by you (including for any additional goods and/or services, administrative costs, and any late payment charges) as per our website dyce-energy.co.uk/useful-documents
Advance Payments	In respect of each month during the Term, the Dyce Energy's estimate of the gas/electricity Charges, Gross Margin, and Additional Charges plus any Tax thereon that will be payable by you for that month
Agent	Means the operator or agent of the operator of the local electricity and/or gas distribution network and any relevant shippers and transporters or any of them including but not limited to a Meter Operator, Data Collector, Debt Collection Agent, and Data Aggregator
Agreement	Means this Agreement for the Supply of electricity and/or gas comprising these terms, the Acceptance Form, the Welcome Pack and any other documents specifically referred to as forming part of this Agreement
Anticipated Consumption	Means your anticipated annual consumption of electricity and/or gas, as stated in your Welcome Pack, being subject to Term 7.3 of this Agreement and the quantity of electricity and/or gas (as applicable) specified in the Acceptance Form under the headings "Gas Consumption", "Day Consumption", "Night Consumption" and "Evening/Weekend Consumption"
Authority	Means the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem) (as applicable)
Base Rate	Means the base lending rate, according to the Bank of England, from time to time (or such other equivalent rate as we may reasonably specify)
Budget plan	Means the amount payable by you each month. This figure is your annual estimated cost divided into 12 equal payments. This will typically be confirmed and sent to you by email in the form of an invoice and will be confirmed in your Welcome Pack
Business Day	Means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
Charges	Means the charges and provisions payable by you to us in connection with the Supply as set out in the Welcome Pack and/or the Acceptance Form (subject to variation by us in accordance with these Terms) and all other charges, costs and expenses set out or referred to in this Agreement or on our website: dyce-energy.co.uk/useful-documents, including value added tax on such charges, provisions, costs and expenses and any other tax, levy, charge or duty related to, or on, the Supply of electricity and/or gas or imposed on the Selected Supplier as we may reasonably attribute to you, as such charges and provisions may be varied from time to time in accordance with the terms of this Agreement. Dyce Energy operates as a white label partner for its Selected Suppliers, the regulated OFGEM licensed commercial electricity and / or gas supplier, selected to Supply you with commercial energy. To help us manage your Supply we charge a fee for your energy tariff as part of your total contract 3rd party charges.
Commencement Date	Means the date on which we provide the Welcome Pack to you confirming that we have accepted your offer to take our services for electricity and/or gas from us on the terms of this Agreement
Data Aggregator	Has the meaning given to such term in the Industry Agreements
Data Collector	Has the meaning given to such term in the Industry Agreements
Deemed Rates	Means the charges and provisions payable by you to us, or your Selected Supplier, in connection with the Supply, if you move into a property that we already supply energy to, as set out at dyce-energy.co.uk/useful-documents (subject to variation by us from time to time, acting in our sole discretion)
Due Date(s)	Such invoice payment dates as are detailed in the Contract Acceptance Form/ Agreement / Welcome Pack
Fixed Term	Means the Initial Fixed Term and any extension as referred to in Term 2.3
Fixed Term Period	Means: (a) in respect of the Initial Fixed Term, the period commencing on the date on which we commence our services until the date specified in the Welcome Pack and/or Acceptance Form / Agreement as the expiry of the Initial Fixed Term or, if earlier (and subject to Term 7.1), the date on which this Agreement expires or is terminated; and (b) thereafter, a period of time commencing on each extension to the Fixed Term and concluding on the last day of such extension to the Fixed Term proposed pursuant to Term 2.3 or, if earlier (and subject to Term 7.1), the date on which this Agreement expires or is terminated)
Force Majeure	Means any cause or circumstances beyond a party's reasonable control, including fire, flood, earthquake, explosion, strike or labour dispute (excluding any industrial dispute affecting the supplier), war, act of government, pandemic, outbreak of a notifiable disease or public health emergency, or act of God
Gas/Electricity Bill	A bill submitted by a gas/electricity supplier to you or us for gas/electricity Charges during the Term

Gross Margin	The difference between the direct cost of gas/electricity to Dyce Energy and the prices Dyce Energy is charging the customer
Index Price	Means actual costs incurred by us in providing the Supply to you
Industry Agreements	Means all agreements (other than this Agreement), licences, authorisations, codes and procedures relating to the Supply of electricity/gas to the Premises
Initial Fixed Term	Means the period commencing on the date on which we commence the Supply until the date specified as the "End Date" in the Welcome Pack and/or Acceptance Form / Agreement as the expiry of the Initial Fixed Term
Low Electricity Consumption	Means where the Supply of electricity to you pursuant to this Agreement is less than 1000kWh per month
Low Gas Consumption	Means where the Supply of gas to you pursuant to this Agreement is less than 1000kWh per month
Meter Operator	Has the meaning given to such term in the Industry Agreements
Micro-Business Customer	Means a customer that: (a) is supplied with or requires to be supplied with no more than 100,000 kWh of electricity per year: or (b) is supplied with or requires to be supplied with no more than 293,000 kWh of gas per year: or (c) has fewer than 10 employees (or their full time equivalent) and has an annual turnover or annual balance sheet total not exceeding €2million; or (d) we reasonably deem to be a Micro-Business Customer
Out of Contract Rates	Means the charges and provisions payable by you to us, or your Selected Supplier, in connection with the Supply once your contract has ended, as set out at dyce-energy.co.uk/useful-documents, (subject to variation by us from time to time, acting in our sole discretion). This contract is rolling term Agreement, which requires 30 days' notice to terminate.
Premises	Means a property to which we provide our services under this Agreement as specified in the Welcome Pack and/or Acceptance Form
Rebate	Any and all rebates in respect of the overpayment of gas/electricity Charges (including any Taxes) by you the customer in respect of the Supply of gas/electricity to the Premises, whether occurring before the Commencement Date or during the Fixed Term
Selected Supplier	The primary source of electricity is from the regulated OFGEM licensed commercial energy supplier Jellyfish Energy Limited and the primary source of gas is from Jellyfish Energy Limited. Who we, at our sole discretion, identify and select to provide you with a commercial energy Supply in accordance with this agreement. Dyce Energy reserves the right to use more than one Selected Supplier to Supply energy to Premises
Smart Default Rate	Means the charges set out by your Selected Supplier, in the event that your contract is subject to the installation of a Smart Meter and an installation is refused or your property is unsuitable, as set out at dyce-energy.co.uk/useful-documents, (subject to variation by us from time to time, acting in our sole discretion)
Smart Meter	Means metering equipment enabled with remote two-way communication and disconnect solenoid valve
Supply	Means the Supply of electricity and/or gas (as specified in the Welcome Pack and/or Acceptance Form) by your Selected Supplier to you in accordance with the terms of this Agreement and your Selected Supplier's Agreement as seen on our website: dyce-energy.co.uk/terms/v
Supply Contract	Means a contract between a gas/electricity supplier and you or Dyce Energy for the Supply of gas/electricity to the Premises
Supply Point(s)	Means in respect of each of the Premises, the point(s) at which electricity or gas is metered prior to Supply to such Premises
Supply Start Date	Means the date(s) on which the Supply shall commence as specified in the Acceptance Form
Tariff	Means the price shown on the Acceptance Form and/or Welcome Pack
Terms	Means these terms and conditions as may be amended by us (acting reasonably) from time to time
Termination Date	Means the later of (i) the expiry of the Fixed Term, and (ii) the date on which no Supply Points are registered to the Selected Supplier under this Agreement
Total Anticipated Consumption	Means, subject to Term 7.1, the sum of the Anticipated Consumption for the duration of the Initial Fixed Term or the duration of any extension to the Fixed Term
UK Data Protection Legislation	Means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Direction Regulations 2003) and any replacement legislation coming into force from time to time including (without limitation) the General Data Protection Regulation 2016/679 of the European Parliament together with any codes of practice or other guidance issued by any competent regulatory authority
Welcome Pack	Means the Welcome Pack emailed to you by us confirming that we have accepted your offer to provide our services for electricity and/or gas from us on the terms of this Agreement

1.2 Clause headings are for reference only and do not affect the construction of this Agreement

1.3 Reference to a term is a reference to the corresponding paragraph in these terms

1.4 In this Agreement unless the context otherwise requires:

1.4.1 a reference to a person shall include a reference to any individual, company, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated)

1.4.2 References to statutes and statutory provisions shall be construed as references to those statutes and provisions as replaced, amended or re-enacted from time-to-time (whether before or after the date of this Agreement) and shall include any statutes and provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation under such statutes and provisions; and

1.4.3 a reference to the singular shall include the plural (and vice versa)

1..4.4 a reference to we, us, our, or supplier refers to Dyce Utilities Ltd registered in England and Wales with company number 12198968 and having its registered office at: B3 Patrick Tobin Business Park, Bolton Road, Wath Upon Dearne, S63 7LL, hereinafter referred to as 'Dyce Energy'

1.4.5 a reference to you, your or customer refers to the business identified as the customers in the Welcome Pack and/or Acceptance Form

1.5 Any agreement, covenant, representation, warranty, undertaking or liability arising under this Agreement on the part of two or more persons shall be deemed to be made, given or assumed by such persons jointly and severally

1.6 In the event of any inconsistency between the Terms and any other provision of this Agreement, the Terms shall prevail unless we expressly agree otherwise in writing

1.7 A reference to writing or written includes e-mail

2 Basis of contract

2.1 We agree to provide, and you agree to accept, our services, subject to the terms of this Agreement. By taking our services, you are deemed to have agreed to be doing so subject to the terms of this Agreement

2.2 Subject to the other provisions of this Agreement, this Agreement shall commence on the Commencement Date and shall continue until the Termination Date (unless terminated earlier in accordance with the terms of this Agreement).

2.3 Subject to Term 2.4, we shall be entitled to extend the Fixed Term by written notice to you: where you are;

2.3.1 a Micro-Business Customer at the expiry of the Fixed Term, setting out the proposed period of the extended Fixed Term (which shall not exceed a duration of up to 12 months from expiry of the current Fixed Term);

2.3.2 where you are not a Micro-Business Customer, no later than 90 days prior to the expiry of the Fixed Term, setting out the proposed period of the extended Fixed Term (which shall not exceed a duration of up to 24 months from expiry of the current Fixed Term);,

2.3.3 in either case we shall be entitled to increase the Charges by giving you notice of the Charges that shall apply during such extended Fixed Term and any other changes to the terms of this Agreement that shall apply in relation to such extension.

2.3.4 In all cases, we reserve the right to not offer a further Fixed Term contract, in this instance, we will remind you no later than 90 days of when your Initial Fixed Term contract expires, and you will then move onto Out of Contract Rates.

2.4 Should we offer you a Fixed Term contract, you shall be entitled to object to a proposed extension to the Fixed Term under Term 2.3 by giving us notice in writing (in accordance with Term 16.1) where you are not a Micro-Business Customer, not less than 90 days and not more than 120 days prior to expiry of the current Fixed Term (in which case the extension of the Fixed Term shall not apply)

2.5 If we continue to provide you with a Supply after the expiry of the Fixed Term (and any extension thereof) you will then move onto Out of Contract Rates and we shall be entitled at any time and from time to time to vary all or any of the Charges that will apply in relation to the Supply by giving you written notice, unless:

2.5.1 we have entered into a new agreement with you for the Supply our services to each of your Supply Point(s)

2.5.2 you transfer to another supplier; or

2.5.3 all of the Supply Point(s) have been permanently disconnected

2.6 Our service under this Agreement is for non-domestic purposes. You will advise us if you are or if you become a domestic customer or if your Micro-Business Customer status changes.

2.7 In consideration of you paying the gas/electricity Charges and Gross Margin and subject to customer compliance with clause 5, from time to time during the your Supply, Dyce Energy shall use commercially reasonable endeavours to:

2.7.1 identify and select, as and when it deems reasonably appropriate, alternative gas/electricity suppliers and Selected Suppliers in respect of the Premises;

2.7.2 negotiate, as and when it deems reasonably appropriate, the gas/electricity Charges and any alternative Supply Contracts on behalf of the Client, as Dyce Energy or in your name

2.7.3 sign and enter into alternative Supply Contracts referred to in clause 2.1 on your behalf and/or in Dyce Energy or your name

2.7.4 notify you of any emergencies notified to us by a gas/electricity supplier in respect of the Premises or notify the relevant Selected Supplier of any emergencies notified to it by you in respect of the Premises (but for the avoidance of doubt Dyce Energy shall not be responsible for management of any emergency for or on your behalf);

2.7.5 arrange for any Gas/Electricity Bills to be sent by a Selected Supplier to you for the attention of Dyce Energy and at Dyce Energy's address

2.7.6 liaise with the Selected Supplier and deal with any administration in respect of any gas/electricity Bills for and on behalf of the you; and

2.7.7 arrange for payment of any gas/electricity Charges under any Gas/Electricity Bills for and on behalf of you in accordance with clause 6 (but for the avoidance of doubt you shall remain primarily liable for and responsible for paying any gas/electricity Charges)

2.8 The customer consents to Dyce Energy:

2.8.1 the identifying, calculating, negotiating and agreeing the payment of Rebates with the Selected gas/electricity supplier or third party on behalf of you the customer

2.8.2 receive payment of Rebates (whether by payment in cash or credit) on customer's behalf and in customer's name; and

2.8.3 retain or offset such Rebate and/or transferring such Rebate to you the customer

2.9 Any time or date for performance of the Services or any of its obligations given by Dyce Energy is given in good faith but is an estimate only and therefore time will not be of the essence

2.10 Terminate the existing Supply (not before its contracted end date) and ensure it doesn't enter into an additional term. Or;

2.11 Continue with the existing supplier and enter into a new contract on your behalf

2.12 We shall be entitled to vary the end date of your agreement to fall in line with a Selected Supplier contract. This variation can take place in the form of and extension or reduction of your original or additional contract length

2.13 Any liability for our Services to and for the premises are only satisfied at the point the Selected Supplier is in receipt of funds for any billing period. You the customer understand that should a situation arise whereby Dyce Energy has failed to remit payment for any billing period to the Selected Supplier you remain liable, even in circumstances whereby you the customer can demonstrate payment was made to Dyce Energy

3 Preconditions

3.1 The Supply of our service in respect of each Supply Point shall commence upon the commencement Date set out in the Welcome Pack

3.2 If our services have not started within 30 days of the proposed start date, we may:

3.2.1 vary the Charges by giving you written notice of such variation (such variation to take effect from the Commencement Date); and/or

3.2.2 terminate this Agreement (without any liability by us to you) in the event that we propose to vary the Charges in Term 3.2.1, you shall be entitled to terminate this Agreement on giving us one month's written notice, provided that you must give us such notice no later than 10 Business Days following receipt by you of our notice under Term 3.2.1.

3.3 In order to perform clause 6.4.5 our Selected Supplier will act in partnership with us to remove meter(s) within the premises

3.4 It is your responsibility to terminate any agreements with other suppliers in relation to the Supply of electricity and/or gas to the Supply Point(s)

3.5 We will use reasonable endeavours to transfer the Supply of electricity and/or gas to the Supply Point(s) from your previous supplier(s) to our Selected Supplier within 21 days from the day after the Commencement Date or, where we have given you a period of time within which you may decide not to proceed with the Supply, within 21 days from the day after the day on which that period ends, in either case unless:

you request that the transfer of the Supply is completed at a later date; and/or
you terminate this Agreement prior to the completion of the transfer of the Supply (in which case Term 14.2 shall apply); and/or
your current supplier raises an objection to the transfer of the Supply, where they are entitled to do so in terms of their agreement with you; and/or
we do not have all of the information required in order to complete the transfer of the Supply and/or comply with the Industry Agreements, despite us having taken all reasonable steps to obtain the missing information from you and we cannot readily obtain that information from another source; and/or
we are prevented from completing the transfer of the Supply due to any other circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve; and/or
the Premises are not connected to the relevant electricity or gas distribution network

3.6 We shall have no liability to you if we are unable to transfer the Supply of electricity and/or gas within the timescales specified in Term 3.5 for reasons beyond our control

4 Supply

4.1 The Supply to any Supply Point may be temporarily or permanently discontinued, de-energised, disconnected or altered:

4.1.1 in accordance with the Acts or any other law or industry agreements relating to the Supply of electricity and/or gas

4.1.2 if we believe the metering equipment is being interfered with

4.1.3 if any Authority, Selected Supplier, Agent or network operator tells us to do so

4.1.4 in accordance with clause 6 below, if you fail to make payment of a security deposit as required under this Agreement

4.1.5 in the case of an accident or emergency

4.1.6 to avoid or minimise the risk of danger

4.1.7 in the event of any breach of this Agreement by you (including, without prejudice to the foregoing generality, if you fail to make any payment due to us under this Agreement by the Due Date for payment and/or in accordance with any payment plan agreed by us);

4.1.8 to enable maintenance works to be undertaken

4.1.9 any circumstances were that we or our Selected Supplier have no control over which prevent us from Supplying you

4.1.10 to avoid failure or interference in Supply of electricity and/or gas to any other person caused by your failure to comply with the terms of the Acts or any other law or Industry Agreements; and

4.1.11 in accordance with the terms of your electricity connection agreement with the operator of the relevant electricity distribution network. Where the Supply is temporarily or permanently disconnected or altered due to an act or omission by you, we shall be entitled to charge you a restoration charge before restoring the Supply

4.2 Title and risk to electricity and/or gas which forms the Supply shall pass to you at the Supply Point(s)

5 Your obligations

5.1 During any Fixed Term, you will not do anything to transfer the services we have contracted to another supplier except in relation to any Premises which you cease to own or occupy (in which case Term 10 shall apply). If another supplier attempts to transfer the Supply, we shall be entitled to object to such transfer where:

5.1.1 you have not paid the Charges that are due to be paid to us; and/or

5.1.2 any Fixed Term will not have expired on or before the date of a proposed transfer; and/or

5.1.3 the transfer of the Supply to another supplier would otherwise be in breach of the terms of this Agreement

5.2 you cease to own or occupy any Premises (in which case, You must comply with clause 10). You will continue to be liable for the Charges and all other sums due under this Agreement in respect of clause 10, or until such time as another supplier has commenced a Supply of electricity and/or gas to such Premises (as the case may be) or we commence a Supply of electricity and/or gas to such Premises under another agreement

5.3 If you give us notice under Term 5.2, we shall be entitled, in our sole discretion, to either:

5.3.1 accept such notice and agree to terminate this Agreement in relation to those Premises; or

5.3.2 refuse to accept such notice in which case this Agreement shall not terminate in relation to those Premises; or

5.3.3 ask you to provide such evidence as we may reasonably require in respect of you ceasing to own or occupy such Premises.
If we ask you to provide evidence in terms of Term 5.3.3, we shall be entitled in our sole discretion to either accept or reject such evidence and exercise our rights under Terms 5.3.1 or 5.3.2 accordingly

5.4 Subject to Term 5.1, you shall be entitled to transfer the Supply to another supplier after the termination or expiry of the Fixed Term:
where you are a Micro-Business Customer, on giving us not less than 30 days' written notice prior to the end of that Fixed Term; and where you are a non Micro-Business Customer, on giving us not less than 90 days' written notice prior to the end of that Fixed Term, provided that you shall not be entitled to serve any such notice more than 120 days prior to the end of that Fixed Term

5.5 Promptly following the Supply Start Date and from time to time during the Fixed Term as Dyce Energy requests, you shall (and shall procure that any relevant third parties shall) provide Dyce Energy and its representatives with:

5.5.1 details of its previous and current meter readings, at least once every six months;

5.5.2 access to such of its information, records, systems, facilities, premises (including the Premises), equipment and staff as Dyce Energy may reasonably require for the purpose of providing the Supply

5.6 You shall (and shall procure that any relevant third parties shall) promptly sign and execute such document and do all acts as Dyce Energy and its representatives may reasonably confirm to any Selected Supplier or any third parties that they are authorised to:

5.6.1 request and receive information and documentation regarding you the customer

5.7 Our Selected Supplier is acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Agreement, and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, phone 0207 706 5137, or visit the website at www.connectionterms.co.uk

5.8 you shall inform us immediately of any changes to your circumstances or business that may affect your ability to fulfil this contract, especially in respect of payment and / or credit worthiness, or any legal or safety matters that should be brought to our attention

6 Charges and payments

6.1 You will pay to us the Charges calculated in accordance with the terms of this Agreement

6.2 The quantity of electricity and/or gas supplied to you under this Agreement shall be measured by the meter(s) at each Supply Point. We shall be entitled to submit to you an invoice based on our reasonable estimate of the electricity and/or gas consumed where a reading of any such meter is not available to us, and you agree to pay any such invoice. Where we issue an invoice based on an estimate of consumption, we shall make such adjustment as is appropriate (if any) on the basis of the next actual reading of the relevant meter(s). Or you will be billed by a monthly Budget Plan (unless agreed otherwise). This Budget Plan will be calculated and confirmed to you either by telephone and/or in the Welcome Pack. We are entitled to charge Advance Payments for our services on the date of which will be agreed in the Welcome Pack. We reserve the right to change this date from time to time to coincide with any bill cycle changes

6.3 You shall pay any invoice or statement in full in such manner as is agreed in the Welcome Pack and/or Acceptance Form on the specified date within 7 days of the date of the invoice, unless agreed otherwise in writing. Any subsequent change to the method of payment, which has not been agreed by us, may result in our alternative tariff or Charges being applied to your services. If we agree a monthly or other periodic budget plan with you from time to time, you agree that we shall be entitled to apply such sums as are held by us in settlement of any outstanding Charges

6.4 Without limiting any of our other rights or remedies, if you fail to make any payment due to us by the Due Date, we shall be entitled in our absolute discretion to:

6.4.1 charge you interest on the overdue amount at the rate of 5 per cent per annum above the Base Rate, accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount in full, whether before or after judgment, and compounding monthly; and,

6.4.2 charge you on each occasion where we are required to contact you in respect of a failure by you to pay an amount due by you by the Due Date, as seen on our website: dyce-energy.co.uk/useful-documents; and,

6.4.3 charge you fixed sum charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and,

6.4.4 recover from you all costs, charges and expenses including legal costs incurred by us and/or any third party appointed by us in attempting to recover any sums due by you to us or for any breach by you of this Agreement; and,

6.4.5 discontinue, alter, de-energise and/or disconnect the Supply via our Selected Supplier and recover all costs associated with the discontinuance, alteration, disconnection and/or de-energisation of the Supply and replacement or removal of any meters; and,

6.4.6 any payment which is not made within 20 days of the date on which a direct debit was due we may start the disconnection process and, in addition, we may terminate your contract and you will be transferred to our Out of Contract Rate, the charges for which will be displayed on ours, or our Selected Suppliers website, or by request and this tariff will remain in place until your debt and a direct debit is reinstated; and,

6.4.7 you fail to make payment of an outstanding amount or clear arrears within 20 days of invoice date, we may review your payment terms and request additional payment stipulations and / or conditions; and,

6.4.8 you fail to make payment of an outstanding amount or clear arrears within 20 days of invoice date, the Supply may be disconnected, and we may pass your account to a debt recovery agency; and,

6.4.9 apply an alternative tariff to the Supply of our services, or each of the above events we reserve the right to charge the administration fee specified in our Charges

6.4.10 you shall be entitled to make a refund request; this can only be processed upon receipt of an actual meter reading and may take up to 28 days to process. Due to the need to allow all industry processes to complete, any refund request made after a final invoice may take up to 45 days to process following receipt of the closing meter reading as confirmed and accepted by the new supplier. We may, at our discretion, request evidence that the actual reading is accurate in the form of a photograph or a site visit from our agent to read the relevant meter, before starting the refund process

6.5 You shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you

6.6 Payment by direct debit forms part of the services we provide. If you cancel a direct debit mandate that is required by the Tariff or if your bank refuses to pay us the direct debit for reason of you not having sufficient funds, you will be in breach of this Agreement. The price we charge you may have to change to reflect this and may include moving you to a Tariff which is more expensive than our contracted rates and a charge in accordance with 6.8.14 and 6.8.15. You may also be asked to pay a security deposit. In addition, if the change in your payment method requires any meter or associated equipment to be changed, there may be a charge to cover this

6.7 Without prejudice to our other rights under this Agreement, we may vary the Charges or pass through any higher or additional costs, including unforeseen industry charges, Selected Supplier charges, changes to our partners costs, and / or changes to the applicable law and / or regulation:

6.7.1 if any of the information supplied by you to us is untrue, incomplete or inaccurate (in which case such variation or pass-through shall be with effect from the Commencement Date)

6.7.2 in order to comply with any law, regulation, direction, order, licence or other legal requirement

6.7.3 where the Welcome Pack and/or Acceptance Form provides for the pass-through of third-party charges

6.7.4 where there is a change in relation to third party charges as a result of a change in law, Industry Agreements or the Authority imposes such a change or there is a change in the structure or method of calculating such charges

6.7.5 you do not have or cease to have your own Agents; and/or

6.7.6 where any obligation or cost that is imposed on us via our Selected Supplier in connection with distribution, transportation or Supply of electricity and/or gas is increased, or the method of calculating such costs is changed, or a new obligation or cost is introduced, and that increase, change in method or new cost or obligation affects our costs of providing the Service or of otherwise complying with our obligations under this Agreement

6.8 In addition to the Charges, you will also pay to us on demand:

6.8.1 the reasonable costs, charges and expenses incurred by us in attempting to recover any sums due by you to us or for any breach by you of this Agreement, including, without limitation, third party costs, charges, expenses and any costs of litigation

6.8.2 any costs, charges and expenses incurred by us in connection with the disconnection or reconnection of the Supply or a de-energisation or energisation of electricity Supply Point(s) and/or the replacement or removal of any meters

6.8.3 any costs, charges or liabilities incurred by us relating to an obligation imposed on us via our Selected Supplier, a supplier of electricity and/or gas under any Industry Agreement, law, regulation, direction or order. Including but not limited to any amounts associated with the Climate Change Levy (CCL) or any other tax or levy which may from time to time be applied to any Supply made to you by our Selected Supplier and you must pay us the applicable CCL or other tax or levy in addition to the basic Charges. We are not responsible if our Selected Supplier has not charged correctly for CCL or any other tax or levy, or charges of any nature including but not limited to your having provided us with erroneous data.

6.8.4 such reasonable charges as may be levied by us or upon us by an Agent or others arising from or in relation to this Agreement

6.8.5 any costs, charges and expenses incurred by us if you fail to keep any appointment with us or any Agent at a site

6.8.6 any costs, charges and expenses incurred by us if you interfere with your Supply Point and or prevent us or any Agents from reading and/or working on your meters or Supply Point(s)

6.8.7 any costs, charges and expenses incurred by us in transferring a site to another supplier where you no longer use the site

6.8.8 any costs, charges and expenses incurred by us in reading your meter(s)

6.8.9 any costs, charges and expenses incurred by us in making and/or sending you copies of any documents

6.8.10 any costs, charges and expenses incurred by us in connection with you exceeding the total amount of electricity and/or gas that you are permitted to consume at a Supply Point in any given period as agreed with the operator, wholesaler or distributer

6.8.11 any costs, charges and expenses incurred by us in connection with us being Registered to a Supply Point with Low Electricity Consumption and/or Low Gas Consumption, based on the network and metering costs, charges and expenses we incur as a result, subject to a minimum monthly charge of £100 per relevant Supply Point

6.8.12 any costs and expenses incurred by us in connection with you making any payments due to us under this Agreement by way of bank transfer, credit, debit or charge card

6.8.13 in respect of any invoice which is not settled by direct debit, where your payment method is direct debit, your account will move to our Out of Contract Rates which are available on our website or by request

6.8.14 the Charges as detailed on our website: dyce-energy.co.uk/useful-documents on each occasion:
(a) that you or your bank cancel a direct debit instruction (unless you give us written notice of alternative, valid, direct debit instructions prior to the date on which you or your bank cancel such direct debit instruction)
(b) we are unable to recover a payment, or we only recover part of a payment, from you pursuant to a direct debit instruction; and

6.8.15 the Charges as detailed on our website: dyce-energy.co.uk/useful-documents on each occasion that you fail to pay in full when due any instalment we may agree with you from time to time

6.9 We shall be entitled at any time to undertake a review of your credit status. If we are not satisfied (in our sole discretion) with your credit status at any time, or if we have reasonable concerns about your ability to pay our invoices, or if you have failed to pay any sum due to us by any Due Date, we may:

6.9.1 require that you provide us with a security deposit (or increase any security deposit held by us), bank guarantee, parent or personal guarantee or such other form of security or guarantee that we may request, all on such terms and from such party as may be acceptable to us; and/or

6.9.2 terminate the Fixed Term immediately upon notice to you (in which case Term 2.5 shall apply); and/or

6.9.3 terminate this Agreement immediately upon notice to you (in which case Term 14.2 shall apply); and/or

6.9.4 vary the Charges immediately upon notice to you

6.9.5 request that a smart meter is installed in prepay mode for the purpose of recovering any outstanding debt

6.10 We shall be under no obligation to hold any security deposit on trust for you or in a separate bank account specified for that purpose

6.11 If we require provision of a deposit, security or guarantee prior to the commencement of the Supply, the Supply shall not commence until such deposit, security or guarantee has been provided to us. If at any other time you fail to provide a deposit, security or guarantee within 14 days of our request, such failure shall be deemed to constitute a material breach of this Agreement, and we shall be entitled to either: -

6.11.1 terminate this Agreement forthwith by writing notice to you (in which event Term 14.2 shall apply); or

6.11.2 vary the Charges immediately upon notice to you

6.12 Any deposit or security paid by you will be repayable to you, less the amount of any unpaid bills you owe us, in the following circumstances:

6.12.1 at the end of your contract with us, when you enter into a contract with another supplier, and we cease to Supply gas and/or electricity to you;

6.12.2 when you vacate the Premises, either as owner or occupier(in which case, you must comply with clause 10).

6.13 We will be entitled to draw on funds held by us by way of a security deposit at any time for any outstanding debt or when any bill issued to you remains unpaid by the end of the calendar month in which it falls due for payment. If we draw on the security deposit, you will be required to replenish the taken amount upon demand

6.13.1 It is agreed all rights title and interest in the deposit will vest in us free and clear of any liens, claims charges or encumbrances or any other interest of you or of any third party. The transfer of the deposit from you to us will be made /has been made so as to constitute a valid and legally effective transfer of your legal and beneficial title to us

6.14 During the contract Period, we may at any time give you not less than 30 days' written notice of an increase in the prices we charge for electricity and/or gas following which you may, within the period of 30 days following the issue of our notice issue notice to terminate this Agreement and, subject to payment of any outstanding sums to us, transfer to another supplier

6.15 Any amount expressed as payable to us under this Agreement is exclusive of VAT (unless stated otherwise) which shall be payable at the prevailing rate

6.16 Where the Welcome Pack and/or the Acceptance Form indicates any elements of the Charges that are passthrough Charges, such Charges shall be passed through and invoiced to you at cost

6.17 If due to circumstances beyond our control Dyce Energy at our sole discretion has the right to terminate the Fixed Term immediately upon notice to you (in which case Term 2.5 shall apply); and/or vary the Charges immediately upon notice to you

7 Minimum and maximum consumption

7.1 At the end of each Fixed Term Period, or if this Agreement expires, expires early by mutual agreement or is terminated for any reason, we shall calculate your Actual Consumption during that Fixed Term Period. If your Actual Consumption during that Fixed Term Period falls outside the minimum and maximum consumption tolerance specified in the Acceptance Form, we shall be entitled to impose Charges on you, and you agree to pay such Charges calculated on the basis of our Out of Contract Rates from time to time (which shall, for the avoidance of doubt, be in addition to the other Charges), for the difference between (i) the Actual Consumption during that Fixed Term Period and (ii) the Total Anticipated Consumption relating to that Fixed Term Period. For the avoidance of doubt:
if (i) no Supply Point has been registered to the Selected Supplier within 30 days of the Supply Start Date, or
(ii) for reasons beyond our control, all of the Premises have not been Registered to the Selected Supplier or any Supply Point has not been connected to the relevant electricity or gas distribution network within 30 days from the Supply Start Date then the provisions of this Term 7.1 shall apply and the calculation of Charges shall be calculated on the basis that the Actual Consumption shall be zero in respect of the relevant Supply Point(s) and/or Premises (as the case may be); and
if this Agreement (and, as a consequence, a Fixed Term Period) expires or is terminated early, the Total Anticipated Consumption shall be calculated on the basis that this Agreement had not expired or terminated early

7.2 If this Agreement expires, expires early or is terminated for any reason (including by way of mutual agreement) we shall be entitled to demand Charges from you pursuant to Term 7.1.

7.3 Where the final period of the Initial Fixed Term or any extension to the Fixed Term is not a complete year (other than as a consequence of this Agreement being terminated early), the Anticipated Consumption for that final period shall be adjusted on a pro-rata basis for the purposes of calculating the Total Anticipated Consumption

7.4 If we terminate this Agreement under Terms 3.2.2, 6.9, 6.11 or 12.3 or as a result of a material breach of this Agreement by you, then without prejudice to any other rights we may have (whether under this Agreement or otherwise), we shall be entitled to charge you a termination fee equal to the anticipated losses due to your actions

8 Metering

8.1 Upon request by us at any time and from time to time, you will provide us with true, complete and accurate details of the metering equipment and meter reading arrangements in place in respect of each of the Premises. You will give us notice as soon as possible where any changes are made to a Supply Point or the metering equipment or meter reading arrangements relating to such Supply Point or where there has been any damage to or interference with any metering equipment

8.2 We may ask you to provide a meter reading before we start providing our services

8.3 Where your contract is subject to the installation of a smart or AMR equipped meter, we or one of our metering partners may contact you to arrange for the installation date within 3 months of the Supply Start Date. Where a smart meter or AMR meter is refused or the property is unsuitable to complete the installation, we reserve the right to amend your contract prices to our Out of Contract Rates, and / or pass through to you any higher or additional costs, request a security deposit until such time as a smart meter is successfully installed or we may terminate this agreement on notice with immediate effect in respect of any or all of the premises, in which case Term 14.2 shall apply

8.4 You will pay for any work deemed necessary and undertaken by us to ensure that the smart meter is/ are appropriate and meet the necessary standards except where you are a Micro Business

8.4.1 Micro Businesses: where we need to relocate metering equipment or replace metering equipment, we may charge you for the related costs other than where a traditional meter being replaced with a smart meter (in which case we will not charge you for the smart meter, but you may be responsible for any ancillary costs incurred in such installation, including, but not limited to, signal boosters, high gain aerials and connections)

8.4.2 we may (at our sole discretion) agree in writing to a written request from you that meter(s), in addition to those detailed in the quote, are added to your agreement

8.5 If you have a smart meter, and we are able to read remotely, we may collect meter readings for each half hour in each month unless you have opted out and informed us otherwise. We may also read your meter remotely when your prices change or if you switch to another tariff or if you switch to another supplier

8.6 We have the right to use a different meter reading from the one you provide to us if we read the meter and obtain a different meter reading. If you disagree with a meter reading you must tell us within 12 months of receipt of the statement that is based on that meter reading. Should you not contact us in this time frame, we reserve the right to honour any Charges and make corrections from the date you contacted us.

8.7 If for any reason whatsoever it is necessary to change the metering equipment or the meter reading arrangements during the term of this Agreement for all or any of the Premises (including, without limitation, where the metering equipment or meter reading arrangements do not comply with the requirements of the Acts or Industry Agreements or we are unable to calculate the Charges payable by you under this Agreement), we will be entitled to arrange for the installation, maintenance or replacement of the metering equipment and/or change the meter reading arrangements for such Premises

8.8 If we incur any costs, expenses or charges in connection with the installation, maintenance or replacement of metering equipment or change to meter reading arrangements in terms of Term 8.7, you will pay to us within 14 days of demand the whole amount of such costs, charges and expenses

8.9 We are not responsible for any faults in metering equipment that we do not own or provide to you

8.10 If you or we believe that metering equipment is not accurately measuring the amount of electricity or gas supplied to any Premises and as a result, you or we are bound or entitled in terms of the Acts and the Industry Agreements for the accuracy of the metering equipment to be tested, then where we are bound to undertake such test or either or us requests such test to be undertaken, the metering equipment shall be tested in accordance with the Acts and the Industry Agreements as soon as practicable. If the metering equipment is found to be working within the limits of accuracy required by the Acts or the Industry Agreements, the cost of such inspection and testing will be borne by whoever disputed the accuracy of the metering equipment. If the metering equipment is not working within the limits of accuracy required by the Acts or the Industry Agreements, you shall be responsible for all costs incurred except where the Meter Operator has been appointed by our Selected Supplier

8.11 If metering equipment is damaged or interfered with, or you allow any person to do so, we shall be entitled to terminate any Fixed Term and Term 14.2 shall apply

8.12 You will give us and the Agents full, free and safe rights of access to the Supply Points and the Premises at all times and on such notice as may be reasonable or required under the Acts (if any). If we are unable to gain full, free and safe rights of access to any Supply Point or Premises, we will give you written notice of that fact and if you do not remedy the situation within one month, we shall pass through to you any additional expenses, charges and costs incurred by us as a result

8.13 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us, our agents and contractors in connection with (i) your interference with electricity or gas metering equipment and (ii) the theft of electricity or gas at any Premises

9 Access rights

9.1 You will allow us, our agents and contractors, the Agents, the operators of the local electricity and gas distribution networks and any of their agents and contractors full, free and safe rights of access to the Premises at all times:

9.1.1 if we believe it is necessary in order to disconnect or de-energise the Supply of electricity and/or gas to the Premises to avoid danger to life and/or property or in any other case of emergency; and/or

9.1.2 for any purpose authorised or required in terms of the Acts, the Industry Agreements or this Agreement

9.2 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us, the Agents, our agents and contractors, the operator of the local electricity and gas distribution networks and any of their agents and contractors arising out of or in connection with your failure to comply with the Terms 8.12 and 9.1.

10 Moving in or out of a site

10.1 You must provide us with at least 28 days' prior notice of your intention to move out of a site supplied by us and tell us:

10.1.1 the date you are leaving the site, including provide written proof, for example – legal documentation or correspondence.

10.1.2 your new address and phone number; and,

10.1.3 the name and contact detail of the new owner or tenant, and any evidence of the new owner or tenant taking over the site (including but not limited to a new tenancy agreement or solicitors' documents), or failing that, the details of the landlord or existing owner of the property

10.2 On the date that you leave the site you must take a final meter reading, and provide the meter reading to us

10.3 If you fail to comply with your obligations above at 10.1 and 10.2, we will continue to provide our Supply to the site, and you will remain responsible for all Charges until:

10.3.1 you have adhered to the requirements for moving at 10.1 and 10.2; and/or

10.3.2 another owner or occupier takes over the site and we have accepted them as a customer, accepted their credit score and they have provided us with a meter reading which will be used as your final meter reading for the purposes of invoicing you

10.3.3 for each instance that a change of tenancy occurs we reserve the right to bill Additional Charges as per our website at: dyce-energy.co.uk/useful-documents

10.4 If you move into a property that we already supply energy to you will automatically be charged our Deemed Rate, until you agree a contract with us, or until you leave our Supply. You will be responsible for these Charges, and should contact us immediately to avoid Additional Charges and costs

11 Personal information

11.1 In this Term 11, you, your and customer is extended to include all or any of your directors, employees or partners

11.2 This Term 11 only applies to the extent that we process personal data as defined in the UK Data Protection Legislation from time to time including, without limitation, if you are acting in your personal capacity, as a sole trader or provide employee information for contact or account opening purposes. For the avoidance of doubt, our obligations and your rights under this Term 11 do not apply to the extent that the data we hold is not personal data

11.3 As part of the Supply you may need to give us certain personal data about you, your employees and in relation to your business. For example, we will need to collect your name, contact details, payment information, date of birth and any other information we may reasonably require whilst you are in contract with us. We may also hold personal data about you that we learn through our relationship with you and the way you use energy

11.4 Any information which you provide to us, or we otherwise hold (whether or not under this Agreement) may be used by us as follows:

11.4.1 to identify you when you contact us

11.4.2 to contact you through mail, telephone or other electronic means

11.4.3 to administer any accounts, services and products provided by us now or in the future

11.4.4 for market research and analysis

11.4.5 for testing computer systems

11.4.6 to improve the products and services we offer

11.4.7 to comply with any legal obligations imposed on us through the provision of the services, for example any anti-money laundering requirements

11.4.8 to recover debt, where required (for which we may trace your whereabouts in order to achieve)

11.4.9 to keep you informed of other services we provide which may be of interest to you, unless you have opted not to receive such information

11.4.10 to inform you about products which may be of interest to you; and

11.4.11 for training purposes

11.4.12 we will pass any relevant data to the Selected Supplier for the purpose of providing the Supply, this may include personal data. By agreeing to these Terms, you also accept this clause and our Selected Suppliers use of your data

11.5 We will treat all of your personal data and financial information (together referred to as "information") as private and confidential and in accordance with UK Data Protection Legislation (even when you are no longer a customer)

11.6 Information we hold about you will not be disclosed to anyone unless:

11.6.1 we are legally required to disclose the information. This includes sharing your information with tax authorities and law enforcement agencies

11.6.2 we need to disclose the information for the purpose of or in connection with any legal proceedings, or for the purpose of obtaining legal advice, or the disclosure is otherwise necessary for the purposes of establishing, exercising or defending legal rights

11.6.3 disclosure is required to protect our interests, or someone else's interests (for example, to prevent fraud)

11.6.4 in the event that we decide to sell any part of our business, disclosure may be made to a prospective purchaser in the normal course of such a transaction

11.6.5 it is to a third party for the purposes of providing administrative or processing services on our behalf, provided that if such disclosure is required, we will take steps to ensure that the third party protects your personal data in accordance with the UK Data Protection Legislation

11.6.6 it is to an agent or contractor acting on our behalf in respect of the use of your personal data set out in clause 11.4.

11.7 We do not store, host or transfer any of your personal data outside the EEA. If our circumstances change, you will be notified and a transfer in such circumstances will only be carried out with your consent

11.8 If your contract details change you must inform us promptly, as we may need to contact you with information about the services and/or the Supply by a variety of means including email, post and/or telephone.

11.9 We will keep your personal data for the duration for the contractual relationship between you and us for a further 6 years after termination of the Supply, or as required as a minimum by law, whichever is the later. Your personal data will be retained in accordance with your rights under UK Data Protection Legislation and in line with our regulatory obligations

11.10 We may monitor and/or record communications with you (including telephone conversations and e-mails) to confirm your identity, ensure security, maintain service quality and for monitoring and training purposes

11.11 When you apply to us for the services of electricity and/or gas we and/or our suppliers may check the following records relating to you for the purpose of assessing applications or verifying identity:

11.11.1 our own

11.11.2 publicly available records; and

11.11.3 personal and business records at credit reference agencies, such as Experian (CRAs).
When CRAs receive a search from us and/or our suppliers, they will place a search footprint on your business and, where applicable, personal credit file that may be seen by others

11.12 We and/or our suppliers may periodically review the records referred to in Term 11.11 to help us manage the arrangements under this Agreement on an ongoing basis. Those checks will be used to assess the ongoing suitability of the payment arrangements you have with us. you have the right to make a written request for a copy of the personal data we hold about you. To make a request, please contact us in writing via details available on our website. We aim to respond to your request as soon as possible and in any event within 1 month your request is received. Please note that we may require further information from you before being able to respond, for example further information in order to verify your identity

11.13 You have the right to complain to the Information Commissioner's Office

11.14 We may communicate with you by electronic mail; this may be an unsecured method of communication. If there are any physical or email addresses, you do not wish to be used then we should be informed.

11.15 From May 2018, you will also have the following additional rights:

11.15.1 the right to request that we rectify any inaccuracy about you, in which case we may require you to verify the corrected information.

11.15.2 the right to request that we erase your personal data, however, we can only comply with such a request if (i) your personal data is no longer required for the purposes of this Agreement and/or the Services we provide or (ii) the processing of the personal data by us is prohibited by law or (iii) we do not require your personal data for the purposes of establishing, exercising or defending a legal claim

11.15.3 the right to request that we restrict or refrain from processing your personal data where you have contested the accuracy of your personal data or where we no longer need your personal data for the purposes set out in this Agreement but you need them for the purposes of establishing, exercising or defending a legal claim

11.15.4 the right to data portability, in which case we will transfer a copy of the data you have provided to us at your request, but we shall not be obliged to also transfer a copy of any analysis of that personal data that we have carried out

11.16 You understand and agree that we may use the information that you provide to us (or that we receive from any metering equipment, smart meter (including half hourly data or any other associated device) and/or may pass it to any third party for the purposes of performing our obligations under your agreement

11. 17 Where you are a Micro Business and have a smart meter attached to your agreement, you agree that we can retrieve data from your smart meter on a half-hourly basis:
(a) to tailor and offer you other services we provide on an ad hoc basis:
(b) to improve the service we offers, including to train our staff
(c) for the purpose of preventing and detecting debt, fraud including energy theft and loss. This includes but is not limited to us, TRAS and other fraud prevention agencies keeping a record of your information which may include information relating to your property type and energy consumption as well as sensitive personal information including that relating to criminal convictions for the purposes of preventing and identifying energy theft
(d) provide information about our customers should our business change ownership; and
(e) provide information where requested only, including where we are required to so by any law, or governmental or regulatory body, including Ofgem, energy industry parties in order to investigate and/or facilitate industry related processes and infrastructure

12 Limitation of liability

12.1 Nothing in these Terms shall limit or exclude our liability for:

12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable)

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability

12.2 Subject to Term 12.1:

12.2.1 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, or any indirect or consequential loss arising under or in connection with this Agreement

12.2.2 our total liability to you in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000; and

12.2.3 we shall be entitled to recover from you any loss of actual or anticipated profit, revenue, contract, production or goodwill or any indirect or consequential loss arising under or in connection with any breach by you of these Terms or this Agreement or the termination of this Agreement (for any reason whatsoever)

12.3 this Term 12 shall survive termination of this Agreement

13 Termination

13.1 Without limiting our other rights or remedies, we may terminate this Agreement with immediate effect by giving written notice to you if:

13.1.1 you commit a material breach of any term of this Agreement and (if such a breach is remediable) fail to remedy that breach within 10 days of that party being notified in writing to do so

13.1.2 you take any steps or actions in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business

13.1.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

13.1.4 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under this Agreement have been placed in jeopardy

13.2 Without limiting our other rights or remedies, we may suspend provision of the Supply under this Agreement or any other agreement between you and us if you become subject to any of the events listed in clause 13.1.1 to clause 13.1.4, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Agreement on the due date for payment

13.3 Without limiting our rights or remedies, we may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment

13.4 On our termination of this Agreement for any reason you shall immediately pay to us all of our outstanding unpaid invoices, interest and any Charges to which we are entitled

13.5 Termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination

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

14 Consequences of termination

14.1 On termination of this Agreement for any reason:

14.1.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of any Supply for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt

14.1.2 you shall immediately pay to us all other Charges payable by you under this Agreement (including, without limitation, accrued or anticipated losses and Charges due pursuant to Term 7), which shall be payable by you immediately on receipt of an invoice from us

14.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

14.1.4 any provisions of this Agreement which expressly or by implication have effect after termination shall continue in full force and effect

14.2 If this Agreement is terminated by you during the Fixed Term, or we terminate this Agreement under Terms 3.2.2, 6.9, 6.11 or 13 or as a result of a material breach of this Agreement by you, then without prejudice to any other rights we may have (whether under this Agreement or otherwise), you shall indemnify and keep us indemnified in respect of any costs, charges, expenses, liabilities and any other losses (including, without limitation, all such losses as are referred to in Term 14.3) suffered by us in connection with such termination or circumstances. For the avoidance of doubt, our rights under this Term 14.2 are in addition to (and do not replace) our rights under Terms 7.2 and 7.4.

14.3 If this Agreement is terminated in accordance with Term 5.3.1, then without prejudice to any other rights we may have, you shall indemnify and keep us indemnified in respect of any costs, charges, expenses, liabilities and any other losses (including, without limitation, all such losses as are referred to in Term 12.3) suffered by us in connection with such termination

14.4 We may disconnect your Supply, in relation to termination of this contract, if, at our request, you do not find another Supplier within an our proposed timeframe

15 General

15.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under this Agreement

15.2 You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this Agreement without the prior written consent of us

15.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

15.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement

15.5 We reserve the right to change or modify any of the terms and conditions contained in this Agreement, upon notice to you. Should you not accept the proposed variation/s, you shall be entitled to terminate this Agreement (in which case 14.2 shall apply). If you do not reject the variation/s within the notice period provided, we will consider this as your acceptance of the updated Agreement. For avoidance of doubt, your continued use of the Supply following the expiry of the notice period provided, confirms your acceptance of the variation/s to the Agreement

15.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

15.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement

15.8 No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms

15.9 The relationship of Dyce Energy to You the customer is that of independent contractor and except as expressly provided in a contract nothing in this Agreement creates a relationship of employer and employee, principal and agent or partnership between Dyce Energy and you the customer

16 Notices

16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, or email

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to on our website or by request, if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission

16.3 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action

17 Governing law and jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation