

## ELECTRICITY SUPPLY

### STANDARD TERMS AND CONDITIONS FOR DOMESTIC CUSTOMERS

A lot of people confess to never actually reading the T&C's when they sign up or agree or commit to things so we have tried to keep this as short and as straight forward as possible, whilst providing the necessary protection for us and you. The majority of it is all common sense or required by law. If there is anything you read and would like to understand better please don't hesitate to get in touch.

#### 1. THE BASIC INFORMATION AND DEFINITIONS

1.1. Our supply offer to you is made up of three key documents, which together form the **"Contract"**:

- 1.1.1. your **"Agreement Letter"** which you have signed to agree to Tempus becoming your electricity supplier;
- 1.1.2. your **"Welcome Pack"**, which contains all of the main information specific to you, such as your Supply Start Date, Tariff Offer, metering arrangements, payment terms (including the agreed payment method) and any conditions that are particular to your Site(s);
- 1.1.3. the **"Standard Terms and Conditions"**, (i.e. this document), which contain all other rights, obligations and provisions relating to your Supply.

1.2. The following additional defined terms will be used in the Contract:

**"Change of Supply Process"** means the process regulated by Ofgem by which electricity suppliers transfer customers from one supplier to another.

**"Complaints Procedure"** is the procedure that defines the process for making a complaint against us. This can be found on our website ([www.tempusenergy.com](http://www.tempusenergy.com)).

**"Due Date"** has the meaning given to it in clause 5.2.1.

**"Exempt Distribution System"** has the meaning given to it in Part 1 of the Electricity Act 1989.

**"Industry Codes"** means the set of codes that as an electricity supplier we must adhere to.

**"Privacy Policy"** means our privacy policy, concerning how we treat information about you, your electricity load and the Site. This can be found on our website ([www.tempusenergy.com](http://www.tempusenergy.com)).

**"Secondary Equipment"** refers to the control and remote connection devices that may be installed at the Site to enable us to manage your Flexible Assets, if you have any.

**"Site"** means the premises, specified in the Agreement Letter, that we will Supply electricity to as part of the Contract, which may include multiple premises.

**"Smart Meter"** means an electricity meter that contains a mobile SIM card, and when in "smart" mode allows us to communicate directly with the meter for a number of required purposes including: accurately monitoring and billing, updating your tariff, managing your flexible demand and

disconnecting or reconnecting the meter (in accordance with the law). The Smart Meter will automatically share the electricity usage information with us.

**“Supply”** means the sale by us to you of electricity via an electricity distribution network, subject to the terms of the Contract, and related expressions should be construed accordingly.

**“Supply Start Date”** means the date on which we will begin the Supply to you, as notified to you by Tempus.

**“Tempus Energy Approved Technician”** means a technician who is trained to install, maintain or remove a Smart Meter and/or Secondary Equipment, and who may be directly employed by Tempus or a chosen sub-contractor.

**“you”** are the person who signed-up to take a Supply from us, under the Contract. Related expressions like **“your”** should be construed accordingly.

**“we”** or **“Tempus”** are Tempus Energy Supply Limited. Related expressions like **“us”** or **“our”** should be read accordingly.

**“Working Day”** means any day other than a Saturday, Sunday or public holiday in England and Wales.

## 2. YOUR ELECTRICITY SUPPLY

2.1. The maximum rate that you will pay for your electricity under the Contract is the Tariff Offer shown in your Welcome Pack.

2.2. The Contract will start from the date we agree, which is shown on your Welcome Pack. We will inform you of the Supply Start Date. We cannot guarantee that the Supply Start Date will be on the date you requested because there is a regulatory process that we are obliged to follow.

2.3. We agree to supply electricity to you at the Site in accordance with the Contract.

2.4. You warrant that:

2.4.1. you have the necessary authority to agree to this legally binding contract;

2.4.2. you will adhere to the terms and conditions listed and explained in the Contract;

2.4.3. the Site is already connected to the electricity network;

2.5. The electricity used will be mainly or totally for domestic and/or residential purposes.

2.6. The electricity supply contract will commence on the Supply Start Date and shall continue until it is terminated in accordance with the terms of this Contract.

- 2.7. The electricity delivered to the Site is done so by the network operator on our behalf. It is the responsibility of the network operator to maintain the network and the connection of the Site.
- 2.8. We may suspend or stop your supply if:
- 2.8.1. it is necessary to do so to avoid danger, risk to life, damage to property or breach of an Industry Code;
  - 2.8.2. we are told to by Ofgem or the network operator;
  - 2.8.3. circumstances outside of our control force us to do so.
- 2.9. If any of the circumstances outlined in 2.9 occur, we will work to re-instate you as soon as is reasonably practicable.
- 2.10. You agree to tell us immediately if circumstances with regard to your energy supply change while we are supplying you. For example, if you start generating your own electricity or if there is a material change to your electricity load requirements.
- 2.11. When you sign up with us to supply you with electricity, you are also entering into a standard connection contract with the network operator. This is called a National Terms of Connection (NTC) contract and it can be found at [www.connectionterms.co.uk](http://www.connectionterms.co.uk). We can provide you with further information about this, so let us know if you would like to find out more.

### **3. ON SWITCHING TO TEMPUS ENERGY SUPPLY**

- 3.1. You agree that we are able to begin the Change of Supply Process. We will not be liable for any delays to this process as a result of any of the following conditions:
- 3.1.1. Your previous supplier has raised an objection and prevented us from completing the Change of Supply Process. This includes objections due to outstanding balances;
  - 3.1.2. We do not have all the information we require in order to complete the Change of Supply Process, despite having taken all reasonable steps to obtain the missing information from you, and we cannot readily obtain that information from another source;
  - 3.1.3. You are taking a supply through an Exempt Distribution System and we are unable to start supplying the Premises because:
    - 3.1.3.1. a connection between the Site and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system has not yet been made; or
    - 3.1.3.2. a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or
    - 3.1.3.3. we are prevented from completing the Change of Supply Process due to any other circumstance which is outside of our control and which we have taken all reasonably practicable steps to resolve.

- 3.2. You agree that you are responsible for the safekeeping of all Secondary Equipment, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any electricity meter, including a Smart Meter (your side of the meter starts at the point at which energy leaves your meter after the meter has measured it).
- 3.3. If we consider that your Site requires a Smart Meter or Secondary Equipment, you agree that a Tempus Energy Approved Technician may have safe, full and free access to the Site for the purpose of installing the Smart Meter or Secondary Equipment. You shall maintain any relevant licences, permits, consents, easements and wayleaves necessary to enable to relevant Tempus Energy Approved Technician to gain such access to the Site.
- 3.4. We will not charge you separately for installing or providing you with the Smart Meter or Secondary Equipment at the Site (subject to clause 3.8 below).
- 3.5. You consent to us obtaining, storing and using consumption data at a more granular level than daily from the Smart Meter and Secondary Equipment. You will own the data generated from these devices, but you agree to grant us a royalty free licence to use the data in connection with our Activities as an Electricity Supplier and this contract, subject to all relevant data protection laws and other regulations. For example, we, or our approved vendors/partners, may use the data for purposes such as optimising settlement and forecasting, billing, identifying energy efficient savings and products, research and analysis, and the monitoring and control of potential energy theft. You reserve the right to rescind your consent at any time to our or our vendors' use of your consumption data for any or all of the above activities, and may inform us in writing of this decision.
- 3.6. You acknowledge that installation or maintenance of any metering equipment including a Smart Meter or Secondary Equipment may require a planned interruption to your electricity supply, within reason.
- 3.7. We are not liable for any issues that occur to any equipment on Site during the installation process, although we will do our best to assist where we are able.
- 3.8. During the installation of the Smart Meter or Secondary Equipment, additional work to the existing electrical system may be required. In these circumstances you will be notified of any works we feel are necessary and where possible we will provide guidance on likely costs involved in these works. If you do not wish to proceed with the works (at your own cost) then we will not be able to proceed with the installation but you will not be charged and your tariff may be revisited in accordance with clause 4.2.
- 3.9. Subject to clause 3.4, we or our agents own the Smart Meter and Secondary Equipment that are installed at your property and you are responsible for keeping them in a safe and well looked after condition and you agree that you shall not make (or permit to make) any alteration, amendment or addition to any Smart Meter or Secondary Equipment.
- 3.10. You agree that you will not damage, deface, move, remove from the premises, sell or otherwise transfer or create security over any Smart Meter or Secondary Equipment.
- 3.11. You agree that at the end of this Agreement you will return any Secondary Equipment to Tempus in good working order, allowing for reasonable wear and tear resulting from normal use. You agree to indemnify Tempus for the lesser of the replacement or repair cost of any

**TEMPUS ENERGY SUPPLY LTD (trading as TEMPUS ENERGY)**

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Secondary Equipment which, when it is returned to Tempus, is not in good working order. Tempus reserves the right to charge a termination fee equivalent to the lesser or the repair or replacement value of the relevant item or items (the “**Secondary Equipment Sum**”).

- 3.12. The parties agree that if any Secondary Equipment remains at the Site at the end of this Agreement, there will be a deemed sale of such Secondary Equipment from Tempus to you and the payment by you of the Secondary Equipment Sum shall be the purchase price under such deemed sale agreement. Ownership of the Secondary Equipment shall transfer from Tempus to you on the last day of the Agreement.

#### **4. RIGHTS AND RESPONSIBILITIES**

##### 4.1 We are responsible for:

- 4.1.1 providing you with a bill (which will show you a breakdown of our charges) once a month. Our bill or statement will be based on your actual monthly usage and the tariff set out in the Welcome Pack. If you are unhappy with the amount specified in the statement or Bill you should ring our customer services department as soon as possible after receipt of the bill.
- 4.1.2 providing up to date information on all your electricity costs, supply status and tariffs.
- 4.1.3 adding VAT to all our charges (excluding the Tariff Offer) at the appropriate rate, where appropriate.

##### 4.2 You are responsible for:

- 4.2.1 paying the charges shown in each invoice or Bill by direct debit (unless otherwise agreed) by the due date stated in your Welcome Pack (the “Due Date”). We have the right to offset any credits or debts you may have in connection with any goods or services we supply against any other credits or debts you have in connection with any other goods or services we may supply to you.
  - 4.2.2 letting us know immediately if you are having difficulties paying. We will discuss your payment arrangements with you and try to help you, in line with our codes of practice. We can only do this if you contact us to let us know.
- 4.3 If you pay us later than the Due Date, we will give you a grace period of 7 Working Days. If you have still not paid in full then we have the right to charge you interest on the amount you owe us. Interest will be applied daily at an annualised rate of 8% above the base lending rate of the Bank of England. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full.
- 4.4 If you ask us to test the accuracy of your meter, we may ask you to pay us an amount to cover the cost of the work being carried out. We will tell you what this amount is at the time, and we’ll provide a breakdown of the costs if you ask us for one. If the National Measurement Office

decides that the meter is operating outside of the statutory limits, we will refund the payment to you.

4.5 If we ask you to, you must pay us any reasonable costs we have to pay arising from your failure to meet the terms and conditions of this contract.

## 5. MOVING OUT OR CHANGING SITE

5.1 If you are moving and you ask us to supply your new Site, this process will trigger a re-assessment of the Tariff Offer.

5.2 If you are moving or vacating the Site but you do not ask us to Supply you at your new Site, your Contract will be cancelled on the day you move out.

5.3 If you are moving and wish to terminate this Contract you must:

5.3.1 provide us with at least 20 Working Days notice of the date on which you intend to cancel the Contract (the “**Planned Departure Date**”);

5.3.2 provide us with the name and details of the new owner or occupier or landlord who will be responsible for the electricity supply to the Site once you have left;

5.3.3 allow access to the Site for a Tempus Energy Approved Technician to remove any Smart Meter and/or Secondary Equipment from the Site on or before your Planned Departure Date. Tempus reserves the right to charge a termination fee equivalent to its reasonable costs incurred in removing any Smart Meter and/or Secondary Equipment from the Site.

## 6. CHANGES TO YOUR CONTRACT

6.1 We retain the right to amend your Contract where necessary in order to comply with legal or regulatory requirements.

6.2 We retain the right to amend your Contract for legitimate business reasons.

6.3 Before we make any changes to this Contract that are disadvantageous to you, we will give you 20 Working Days notice to let you know about the changes. If you do not agree with the changes, you can switch to another supplier or ask to start a new agreement with us.

6.4 If you are switching away from us for any reason, we retain the right to block the switch while you have an outstanding payment balance, unless your new supplier agrees to take on the debt or if you pay us within 20 Working Days of receiving notice that we have blocked your transfer.

## 7. CANCELLING YOUR CONTRACT

7.1 If you are not switching, you can still end this Contract by letting us know 30 Working Days before you want the contract to end. We will not charge you an “early exit” or any other termination fee.

- 7.2 If you are switching, you don't need to tell us yourself - your new supplier will contact us to cancel your contract on your behalf under Ofgem rules.
- 7.3 If you agree to pay by direct debit and then cancel your direct debit, we can end your supply contract.
- 7.4 We can terminate your contract for any other reason by giving you 45 days prior written notice.
- 7.5 If the Contract is terminated for any reason and you have not switched, we will move you onto our standard variable rate tariff, in accordance with Ofgem rules.
- 7.6 If Ofgem gives a "Last Resort Supply Direction" to your electricity supplier other than us in relation to your premises, the Contract will end automatically.

## **8. DISCONNECTING THE SUPPLY**

- 8.1 We will endeavour to work with you should you be unable to pay your bill or there is an issue with your electricity supply internally at your Site. As mentioned previously, we can only do this if you let us know that there is a problem.
- 8.2 Although we will do everything reasonable to avoid this, please be aware that we have the right to suspend or disconnect the Supply if you have not paid your bill in accordance with this Contract or have an outstanding balance after all reasonable attempts by us to assist you have been made. Once any outstanding balance is settled we will re-start the Supply as soon as possible.
- 8.3 If we have had to suspend or disconnect the Supply, we can ask for a Security Deposit before we re-start or re-connect it.
- 8.4 If we ask you, you must reimburse us for the reasonable cost of suspending or disconnecting the Supply, as well as the cost for re-starting or re-connecting it.

## **9. LIMITS ON OUR LIABILITY**

- 9.1 If either we or you are unable to perform any or all of the obligations under the Contract (other than payment obligations) because of some unforeseeable event or circumstance beyond the affected party's reasonable control, then the Contract will remain in full effect but the affected party will have no liability for such failure to perform (provided it uses its reasonable endeavours to overcome the problem).
- 9.2 We have no obligation in respect of the Supply if it is shut-down, interrupted, delayed, reduced or impaired as a result of actions by the network operator.
- 9.3 We will be liable to you in respect of physical damage to property which results directly from our breach of the contract and which was reasonably foreseeable at the date of the contract as likely to result from such breach (subject to clause 10.4).

9.4 We will not be liable to you for any loss of profits, revenues, contracts, interest, business, goodwill or opportunity (whether or not foreseeable) arising from or in connection with the Contract (whether in contract, negligence or otherwise). We will not be liable for or any other consequential losses.

9.5 Our total aggregate liability arising from or in connection with the Contract (whether for breach of contract, negligence or otherwise) will in no circumstances exceed the average total charges payable by you to us for a 12 month period. To the extent that a full 12 months of actual data is not available our liability will instead be limited by reference to the projected 12 months usage detailed in the Welcome Pack.

9.6 We will not be liable to you in respect of any damage to equipment installed or stored at the property by third parties. We will not be liable either to you or to any third party for any costs incurred by you as a result of you entering into an agreement with a third party.

9.7 To the extent that a third party may also be liable for any damage caused to you, you may only recover from us that proportion of the damage attributable to us or our actions.

9.8 The exclusions and limitations of liability under this clause 10 will not apply to death or personal injury caused by our negligence, or in the case of our fraudulent misrepresentation.

9.9 You will compensate us in full for any loss or cost we suffer as a result of your breach of the contract.

## **10. EMERGENCIES AND SAFETY**

10.1 If you have an electricity emergency, you must report it to your local electricity distributor. Their contact details are included in the Welcome Pack.

10.2 You must not use the Supply in any way that endangers any people or property, or in a way that could interrupt the supply of electricity to any other property.

10.3 We can restrict the Supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

## **11. OTHER CONDITIONS**

11.1 We can transfer any of our rights or obligations under this contract without your permission, subject to our obligations under our electricity supply licence and under law.

11.2 You must not transfer your rights or obligations under this contract without our permission, but we will not unreasonably withhold such permission.

11.3 If we need to serve a notice on you in connection with the Contract, we will use the postal address and email address you have given us most recently.



- 11.4 If we post a notice to you in connection with this contract, it will be assumed to have been delivered two Working Days after it was posted.
- 11.5 If we send a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).
- 11.6 The provisions set out in the Contract (including any Schedules, attachments and additions) represent the entire agreement between you and us.
- 11.7 Nothing in this contract affects our or your legal rights or powers.
- 11.8 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.
- 11.9 This contract is governed by the laws of England. If there is any dispute between us, it will be dealt with by the courts of England.