

Enexus Energy Ltd – General Terms and Conditions

These terms and conditions govern the relationship (“the Agreement”) between Enexus Energy Ltd, 2 Croft Court, Whitehills Business Park, Blackpool, FY4 5PR (“the Company”) and the business or organisation identified in the associated Proposal Document, Service Offering, or Letter of Authority (“LOA”) (“the Client”).

Together “the Parties”.

This Agreement applies to all Services provided by the Company, including any actions carried out under a signed LOA, and together form the entire contractual framework between the Parties.

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

Agreement: These Terms and Conditions and any associated Proposal Document, Service Offering, or LOA, including any Special Terms & Conditions, which together form the entire contract entered into by the Company and the Client for the Service(s) detailed in the Service Offering or Proposal Document.

Breach Fee: payment due from the Commission Client to the Company in the event of a breach of this Agreement on the part of the Commission Client.

Commission Client: a Client that save as provided by this Agreement is not liable to pay the Company for the provision of the Services.

Commission Payment: the payment the Company is entitled to receive from the Supplier as a result of the Client entering into the Utility Supply Contract.

Client: The business or organisation which is supplied with the Service(s) by the Company and which has signed to confirm their acceptance of the Agreement and which is referenced in the Proposal Document or Service Offering. Unless otherwise stated, the Client as referenced will mean the business named in the Proposal Document or Service Offering, together with any subsidiary businesses.

Contract Duration: The entire period provided for in Clause 3.1 of these Terms and Conditions and which will be detailed in the Proposal Document or Service Offering. The Contract Duration will extend for the Initial Term, any subsequent extension, and for the full extent of any period where the Company shares in Ongoing Savings.

Existing Ongoing Saving: An Ongoing Saving already implemented by the Company as part of a separate Agreement with the Client, for which the period of any associated share in savings is to be extended.

Initial Duration of Share: The initial length or duration for which the Company will continue to share in any Ongoing Saving covered by the Service Offering or Proposal Document.

Initial Term: The initial term of the contract provided for in Clause 3.1 of these Terms and Conditions and which will be detailed in the Proposal Document or Service Offering.

Letter of Authority (“LOA”): A written authorisation provided by the Client to the Company, enabling the Company to obtain supply data, communicate with existing or prospective Suppliers, and perform procurement or related services on the Client’s behalf. The LOA is governed by and subject to these Terms and Conditions, which take precedence over any inconsistent wording in the LOA.

Material Breach: Any material breach of the Agreement by the Client.

Ongoing Saving: Any cost reduction whereby the Client gains an ongoing and quantifiable financial benefit as a result of the Service(s) provided by the Company.

Proposal Document or Service Offering: The document signed by the Client confirming the Service(s) to be provided, the fees or remuneration mechanism, Initial Term, Contract Duration, and other relevant information.

Refund: Any cash or financial credit for historical charges received by the Client as a result of the Service(s).

Service Client: a Client that is liable to make payment to the Company in return for the provision of the Services.

Service(s): The service(s) referred to in the Proposal Document or Service Offering and to be provided by the Company pursuant to this Agreement.

Service Deliverables: Any specific details for each Service supplied by the Company and how they will be carried out.

Site or Sites: The location(s) at which Service(s) are provided, including all associated meter points.

Special Terms & Conditions: Any specific terms detailed in the Service Offering or Proposal Document that supplement these Terms & Conditions.

Start Date: The date specified in the Proposal Document or Service Offering as the commencement date of the Agreement and in the absence of such date or document the date the Client signs a LOA.

Supplier(s): The supplier(s) of any electricity, gas, water or other utility referenced in the Proposal Document or Service Offering.

Terms and Conditions: these terms and conditions.

Utility Supply Contract: A legally binding agreement between a utility supplier and a Client setting out the terms and conditions under which utility services are supplied.

2. Services

2.1 In accordance with this Agreement, the Client appoints the Company as its agent for the provision of Services set out in the Proposal Document or Service Offering.

2.2 The Company will provide to the Client those Services detailed in the Proposal Document or Service Offering.

2.3 The Client agrees not to arrange for the purchase of the Service(s) covered by this Agreement through any party other than the Company during the Contract Duration.

2.4 The Client acknowledges that the Company acts as its agent when negotiating with current or prospective Suppliers and that all supply contracts are directly between the Client and the Supplier.

2.5 **Scope of Authority:** The Company's authority under any LOA is limited to requesting quotations, negotiating supply terms, and submitting offers on the Client's behalf. The Company shall not sign supply contracts in the Client's name, nor be responsible for Supplier credit decisions or subsequent Supplier performance.

3. Contract Duration and Termination

3.1 Unless otherwise specified in the Service Offering or Proposal Document, this Agreement shall commence upon the Client signing and returning the LOA to the Company.

3.2 Either Party may terminate this Agreement forthwith if the other Party:

- (i) Commits a Material Breach and fails to remedy such breach within 30 days of written notice;
- (ii) Enters insolvency, liquidation, or administration, or ceases to trade; or
- (iii) Experiences a Force Majeure event exceeding 28 consecutive days.

3.3 Termination shall not affect the Company's right to recover all fees due for Services rendered or contracted.

3.4. Termination or expiry of the Agreement shall not affect:

- (i) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry;
- (ii) the liability of the Client to the Company in the event of a Client Breach; and
- (iii) in any event any liability of the Client to make a payment to the Company of this agreement.

4. Commission Client's obligations

4.1 The Commission Client agrees:

- (i) to co-operate with the Company in all matters relating to the Services and not in any way through acts or omissions hinder, prevent or delay the provision of the Services;
- (ii) to comply at all times promptly and completely with both this Agreement and any terms and conditions of the relevant Supplier relating to the Contract including for the avoidance of doubt the obligation to make all payments promptly to the Supplier under the Contract;
- (iii) to provide such information, data or documents as the Company may request from time to time;
- (vi) to ensure that all information and documents provided to the Company is complete, up to date and accurate at all times;
- (v) to provide such assistance as the Company may reasonably require from time to time in relation to the Services;
- (vi) to immediately inform the Company in the event there is any change in the Client's circumstances which may affect the provision of the Services and or impact the Utility Supply Contract or proposed Utility Supply Contract;
- (vii) to comply with the provisions of the Bribery Act 2010 and any other applicable legislation;
- (viii) not at any time whether directly or indirectly instruct, direct, permit, cause or allow the Supplier to cease or withhold the payment of any Commission Payment to the Company; and
- (ix) not at any time to have entered into or enter into any other energy supply contract (for any reason including due to a change in tenancy or change in occupancy) for the supply of energy ("Other Contract") for the whole or part of the intended period of the Utility Supply Contract whereby that Other Contract provides energy and/or the Services, whether in whole or in part, to be provided under the Utility Supply Contract.

5 Service Client's obligations

5.1 The Service Client agrees:

- (i) to co-operate with the Company in all matters relating to the Services and not in any way through acts or omissions hinder, prevent or delay the provision of the Services;
- (ii) to comply at all times promptly and completely with both this Agreement and any terms and conditions of the relevant Supplier relating to the Contract including for the avoidance of doubt the obligation to make all payments promptly to the Supplier under the Contract;
- (iii) to provide such information, data or documents as the Company may request from time to time;
- (vi) to ensure that all information and documents provided to the Company is complete, up to date and accurate at all times;
- (v) to provide such assistance as the Company may reasonably require from time to time in relation to the Services;
- (vi) to immediately inform the Company in the event there is any change in the Client's circumstances which may affect the provision of the Services and or impact the Utility Supply Contract or proposed Utility Supply Contract; and
- (vii) to comply with the provisions of the Bribery Act 2010 and any other applicable legislation;

6 Client's breach of the Agreement: suspension and termination

The Client's attention is drawn to this clause: the consequences of the Client breaching this Agreement

6.1 Without affecting any other right or remedy available to it the Company may as it sees fit terminate or suspend the Agreement with immediate effect by giving written notice to the Client if:

- (i) the Client commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach to The Company's satisfaction within fourteen days of the Client being notified in writing to do so;
- (ii) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), is subject to a winding up process (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), has a receiver appointed to any of its assets or ceasing to carry on business; or
- (iii) the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

In the event of such termination or suspension the Company is relieved of all its obligations under the Agreement.

6.2 Further in the event of:

- (i) termination (that may conclude suspension); or
- (ii) any breach of a Client's obligation for whatever reason

the Commission Client will on receipt of demand pay to the Company the Breach Fee. The Breach Fee shall be a payment of whichever is higher either:

(i) representing the Commission Payment (or such balance of the Commission Payment yet to be paid to the Company) which the Company would have received from the Supplier but is not received or will not be received due to the Client Breach; or

(ii) a fixed amount of £750 per meter.

6.3 The Commission Client agrees that the Breach Fee, whether fixed or Commission Payment based, represents the reimbursement of loss suffered by the Company resulting from the breach of this Agreement. It does not represent an unfair gain or windfall on the part of the Company that is in the nature of or is capable of falling within the definition of a penalty.

6.4 The Commission Payment for the purposes of this clause is calculated on the basis of the consumption as set out in the Utility Supply Contract or related documents.

6.5 The Breach Fee is due to be paid as per this clause irrespective of any date or dates the Supplier may have been due to make the Commission Payment to the Company.

7. Remuneration

7.1 All Company fees are subject to VAT at the prevailing rate.

7.2 Fixed fees are specified in the Proposal Document where applicable.

7.3 Where the Company provides the Services to a Commission Client the Company is remunerated by commission paid by the Supplier as a result of the Company securing and finalising a Utility Supply Contract. The commission is included within the Client's energy rates and may be applied as an uplift of up to 3.0p/kWh and/or £5.00 per day on the standing charge.

7.4 The total estimated commission can be calculated as:

(unit rate uplift × annual consumption × contract length) + (standing charge uplift × contract days).

7.5 The Commission Client acknowledges that the Company is paid by the Supplier through the inclusion of commission within the contracted energy rate or standing charge.

7.6 All other remuneration, payment, and Ongoing Savings clauses remain as originally written.

8. Supplier Panel

8.1 The Company typically approaches a panel of 26 suppliers, representing a broad section of the UK business energy market, including:

British Gas, British Gas Lite, British Gas Plus, Brook Green Energy, Bryt Energy, Corona Energy, Crown Gas & Power, Drax, Dyce Energy, Ecotricity, EDF, Engie, Eon Next, Marble Power, Npower, Pozitive Energy, Regent Gas, Sefe Energy, Shell, Smartest Energy Corporate, Smartest Energy Mid Market, Stark, SSE, Total Energies, United Gas and Power, Urban Chain, YGP, YU Energy, and Scottish Power.

8.2 Due to the nature of the industry, the Company's list of suppliers may be varied from time to time at the Company's discretion. A full and current list of suppliers with whom the Company engages is available upon request.

8.3 Supplier quotations are provided on a non-binding basis and do not constitute offers. The Client's acceptance constitutes a non-revocable offer within the validity period.

9. change of tenancy: Commission Client

The Commission Client's attention is drawn to this clause: the requirement to notify The Company of a change of tenancy (as defined) and the consequences of failing to do so

9.1 Where a Commission Client enters into a Utility Supply Contract under this Agreement but permanently vacates the relevant premises either before the supply of energy commences or during the period of supply under that Utility Supply Contract the Utility Supply Contract will terminate. This is called a change of tenancy ("a COT").

9.2 A COT involves either (i) a party not connected to or associated with the Commission Client taking over the premises (a party is connected to the Client if it falls within the definition set out in sections 1122 and 1123 Corporation Tax Act 2010) or (ii) the premises becoming vacant for a minimum period of three months following the Commission Client's departure.

9.3 The Commission Payment is adjusted by a Supplier if a COT occurs. It is therefore important that the Company receives from the Commission Client at least fourteen Working Days before the date of vacating the premises written confirmation of the change together with evidence of the COT satisfactory to the Company, this may include (a non exhaustive list by way of example only) a land sale contract/TR1, assignment or surrender of a lease certified by the Commission Client's solicitor.

9.4 The written notice from the Commission Client must include a letter from the Commission Client's solicitor

confirming that the vacation of the premises is a COT as set out above and provide sufficient detail to enable the Company to satisfy itself as to the nature of the COT.

9.5 Failure to so notify the Company in the event of a COT will incur a fee for the loss/reduction in the Commission Payment the Supplier pays to the Company. In those circumstances the Company reserves the right to charge the Commission Client a one off fee of £750 per meter or the total value of the Commission Payment the Company would have received in relation to the Utility Supply Contract, whichever is the higher figure. In calculating the said fee the Company will apply a discount percentage to reflect Commission Payment that has actually been received (subject to a minimum failed Utility Supply Contract fee of £750 per meter).

10. Availability of Client Contacts

10.1 The Client shall make available appropriate contacts to enable the Company to perform its Service(s).

10.2 The Company will not be liable for any delay or failure to perform resulting from the Client's failure to provide appropriate contacts.

11. Liability

The Client's attention is drawn to this clause: limits to the liability of the Company to the Client

11.1 The Client acknowledges and agrees that by entering into the Utility Supply Contract the Client contracts directly with the Supplier and not the Company for the supply of energy. The Client therefore further acknowledges that the Company incurs no liability arising from or in connection with the Client's obligations and liabilities arising under the Utility Supply Contract.

11.2 The Agreement does not seek to avoid the Company's liability to the Client where such liability arises from dishonesty on the part of the Company or death or personal injury on the part of the Client.

11.3 The Company's total liability (including any principal, interest, costs and charges whatsoever and howsoever arising) to the Client shall not in any event exceed the amount of either the Commission received by the Company from a Supplier or the payment made by the Client to the Company under this Agreement.

11.4 The Client acknowledges and agrees that the Company, its representatives, agents and employees shall incur no liability to the Client by virtue of the Agreement or in relation to it save where such liability is incapable of being excluded by law.

11.5 Subject to the above the Company incurs no liability to the Client that arises under or in connection with this Agreement in respect of:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of or damage to goodwill; or
- (vi) indirect or consequential loss.

11.6 Should the Client assert liability on the part of the Company then it must notify the Company in writing to that effect:

within six calendar months of the first event said to give rise to such liability coming to the attention of the Client, its agents or representatives; or

within six calendar months of the first event said to give rise to such liability which ought reasonably to have come to the attention of the Client.

The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail and provide copies of all relevant documents and information.

In the absence of such timely notification the Company shall have no liability to the Client.

11.7 The Company makes no express warranties and specifically disclaims any implied warranties with respect to the performance of Services to the extent permissible by law.

11.8 This clause survives termination of the Agreement.

12. Health and Safety

12.1 Where the Company's staff are required to work at the Client's site(s), the Company shall comply with all applicable Health & Safety regulations and site rules.

12.2 The Client is responsible for notifying the Company's employees of all relevant site-specific Health & Safety requirements.

13. Confidentiality

13.1 During the term of this Agreement, both Parties may acquire knowledge of each other's confidential or commercially sensitive information. Such information shall be kept confidential and disclosed only to employees who require it for the performance of this Agreement.

13.2 Such information shall not be used for any purpose other than fulfilling this Agreement.

13.3 The Company may use the Client's name and logo in marketing material or on its website with the Client's prior consent.

14. Intellectual Property Rights

14.1 All Intellectual Property Rights in any creative work, documentation, or materials produced in the provision of the Services shall belong to the Company.

14.2 Data relating to the Client's energy use or supply belongs to the Client, and the Company shall provide such data in an acceptable format upon request.

15. Service Specification and Variations

15.1 The Agreement, including any Proposal or Service Offering, contains all deliverables to be provided.

15.2 Any variations must be agreed in writing and signed by both Parties. The Company may adjust charges to reflect such variations.

16. Solicitation of Staff

16.1 Neither Party shall, during the term of this Agreement or for six months after termination, employ or solicit employment of any staff of the other Party involved in providing the Services, without prior written consent.

17. Dispute Resolution and Complaints

17.1 In the event of a dispute, either Party may call a meeting by serving at least 10 days' written notice.

17.2 If unresolved, the dispute may be escalated to the managing directors (or equivalent) of both Parties.

17.3 The Company operates a formal complaints process, accessible via complaints@enexusenergy.co.uk or www.enexusenergy.co.uk/complaints.

17.4 If the Client is dissatisfied and eligible, the complaint may be referred to the Energy Ombudsman (Ombudsman Services: Energy) via www.ombudsman-services.org/energy.

17.5 No legal proceedings may commence until these steps have been attempted in good faith.

18. Applicable Law

18.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The English courts shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

19. Assignment

19.1 The Client shall not transfer or assign its rights or obligations under this Agreement without the prior written consent of the Company.

20. Waiver

20.1 Any delay or failure by the Company to enforce any right or remedy shall not constitute a waiver of that right or remedy.

21. Notice

21.1 Any notice under this Agreement shall be deemed given if sent by recorded delivery or by electronic means to the last known address of the other Party.

22. Change in Law/Taxes

22.1 If this Agreement becomes unworkable due to changes in law or tax regime, the Parties shall meet to find a mutually practical solution.

23. Data Protection and Industry Data Access

23.1 The Company complies with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

23.2 The Client authorises The Company obtain supply details from relevant industry databases (including ECOES, Xoserve, and Companies House) to perform the agreed services, verify supplier information, and ensure

accurate tenders.

23.3 All data will be handled in accordance with The Company's privacy policy.

24. Force Majeure

24.1 The Company shall not be liable to the Client for any expense, loss, or damage resulting from delay or prevention of performance caused by events beyond the Company's reasonable control.

25. Entire Agreement

25.1 These Terms and any associated Service Offering, Proposal Document, or LOA represent the full agreement between the Parties and supersede all prior arrangements.

25.2 Additional arrangements are only applicable where made in writing and signed by both Parties.

26. General

26.1 Headings are for convenience only and do not affect interpretation.

26.2 References to the singular include the plural and vice versa.

26.3 If any clause is found unenforceable, the remainder of the Agreement remains in effect.

27. Anti-Bribery and Ethical Conduct

27.1 Both Parties shall comply with all applicable anti-bribery, anti-corruption, and modern-slavery legislation.

27.2 The Company maintains internal policies and procedures to ensure ethical conduct in all supplier and client dealings.

27.3 The Company and its employees shall not offer, promise, give, request, or accept bribes or other improper advantages in connection with any business relationship.