



**Shell**  
**ENERGY**

## TERMS AND CONDITIONS OF SUPPLY FOR BUSINESS CUSTOMERS

**EFFECTIVE FROM 20 NOVEMBER 2023**

These Terms and Conditions apply to all Sites which you are responsible for and which we Supply Energy to. These general conditions apply in addition to the Product Terms which apply to your Site(s). The Proposal sets out which Product Terms apply to your Site(s).

Certain words used in these Terms and Conditions are capitalised because we have given them specific meanings. These meanings are set out in clause 20 (Definitions), which also contains an explanation of how you should interpret certain words or phrases.

We use Ofgem's definition of a microbusiness ([ofgem.gov.uk/key-term-explained/micro-business-consumer](https://www.ofgem.gov.uk/key-term-explained/micro-business-consumer)) to establish whether or not you are a Microbusiness Customer. Certain provisions of these Terms and Conditions will not apply to you if you are Microbusiness Customer but if you subsequently cease to be a Microbusiness Customer they may become applicable. You must take all reasonable steps to notify us if you are, or if at any time during the Contract you become or cease to be a Microbusiness Customer.

### 1. THE CONTRACT

- 1.1. We agree to provide and you agree to receive Energy at your Site(s) under the terms and conditions of the Contract.
- 1.2. The Contract you have with us consists of these Terms and Conditions and the Proposal.
- 1.3. The Contract starts on:
  - a. the Contract Start Date when we counter-sign the Proposal and continues until the later of the End Date (except where terminated earlier in accordance with these Terms and Conditions) or until no Metering Points are Registered to us under the Contract; or
  - b. the date you move into a site and start using the supply. At this point a contract will be deemed to be in place (a Deemed Contract) until such point as you agree a new contract or change supplier.
- 1.4. If there is any difference between these Terms and Conditions and any other contract document between us, including the Proposal, these Terms and Conditions take priority, unless we have agreed otherwise in writing with you.
- 1.5. The Charges and any additional terms and conditions shown on the Proposal will apply for the duration of your Agreed Supply Period, except where they are expressly varied in accordance with these Terms and Conditions.
- 1.6. When we enter into this Contract with you, we warrant that we have a valid Licence to Supply under the relevant Act.
- 1.7. When you enter into this Contract with us you warrant that:
  - a. we will be the sole supplier at each Metering Point for the duration of the Contract;
  - b. your previous supplier has no cause to raise a transfer objection under your contract with them; and

**Write to:** Shell Energy UK Limited, Elder House, 586-592 Elder Gate, Milton Keynes, MK9 1LR.

The Registered Office of Shell Energy UK Limited is Shell Centre, London, United Kingdom, SE1 7NA. Registered in England & Wales. Company number: 07489042. Our ref: 2311-00134

- c. all information provided by you or your agent is true and correct and will remain so throughout the term of the Contract unless varied by agreement with us.
- 1.8. At the time of entering into the Contract, you confirm that:
  - a. you have notified us of the details concerning any on-site generation or Automated Meter Reading Equipment at the Site; and
  - b. you have provided us with the name, address and telephone number of your landlord, if you are a tenant of the site you occupy. If any of this information changes at any time during the Contract you must notify us at least one Month in advance or as soon as practicable thereafter.
- 1.9. If any of the warranties or conditions contained in this clause cease to be satisfied during the Contract in respect of one or more Metering Points the Contract may be terminated by us in respect of that Metering Point or, at our option, all Metering Points and **clause 11** will apply.
- 1.10. You must not seek to extend your existing contract with your current supplier or enter into a new contract with another supplier whilst you are seeking to have us registered as your supplier. If we are unable to complete registration because of this, you may be liable for a termination fee of £150 for Microbusiness Customers. Non-Microbusiness Customers will be charged pursuant to **clause 11.6**.
- 1.11. Each Metering Point at a Site may, at our discretion, form an individual Contract in its own right.
- 1.12. If we remain the Registered supplier for any of the Metering Points after the End Date, either:
  - a. we will have entered into a new Contract for Supply to the Site(s) with you; or
  - b. all Metering Points at the Sites have been permanently isolated, if none of the above conditions are met the Contract will continue except that you shall be charged at our Extended Supply Rates.

## 2. WHEN WILL YOUR ENERGY SUPPLY START?

- 2.1. If we do not already Supply the Site, we will aim to commence Supply at the Site within 5 working days of the Contract Start Date unless you ask us to start the Supply at a later date (for example, if a later date is specified in the Proposal).
- 2.2. The transfer of your Supply may be delayed:
  - a. if we have taken reasonable steps to obtain all of the information required to commence Supply at the Site but, for whatever reason, we do not have all of the required information to commence Supply; or
  - b. if your existing supplier blocks the transfer to us; or
  - c. due to circumstances outside of our reasonable control.
- 2.3. We reserve the right to cancel your Contract if we are unable to transfer your Site(s) from your existing supplier(s) for reasons outside of our reasonable control or if you provide us with false, incomplete or inaccurate information. If we cancel the Contract in these circumstances, we will not be liable for any costs which you incur.
- 2.4. If we already Supply the Site we will start to Supply Energy to Metering Points on the Supply Start Date or on Registration of the Metering Points to us, whichever is the later, subject to the conditions of **clause 1.7** and **2.5**.
- 2.5. We will only Supply Energy to you under the Contract if:
  - a. you confirm to us that:
    - i. you have the authority to enter into the Contract to purchase Energy for the Site; or
    - ii. any TPI on your behalf has this authority and this is evidenced by a relevant letter of authority that has been accepted by us;
    - iii. you are the owner or occupier of the Site;

- iv. if you are a sole trader, you are aged 18 or over;
    - v. if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under the Contract;
  - b. you have passed our credit checks, and if we've asked you to, provided us with a security deposit, bond or acceptable guarantee;
  - c. you have terminated your agreement with your previous supplier; and
  - d. each Metering Point is connected to the Network.
- 2.6. We will not have any liability to you where Registration of one or more Metering Points is delayed beyond the Supply Start Date, i.e. the date on which we proposed to commence supply, due to circumstances beyond our reasonable control.
- 2.7. In the event that we cannot Register a Metering Point for any reason beyond our control including, but not limited to, your previous supplier raising a transfer objection, and despite our reasonable efforts the issue is not resolved two weeks after the Supply Start Date, it will be considered a material breach of the Contract and you may be deemed to have wrongfully terminated the Contract in which case the provisions of **clause 11** shall apply.
- 2.8. If any of the conditions contained in this clause cease to be satisfied during the Contract in respect of one or more Metering Points the Contract may be terminated by us in respect of that Metering Point or, at our option, all Metering Points and **clause 11** will apply.
- 2.9. If you enter into a Contract with us for a Meter Point with one or more Related Metering Points to which you have not entered into a Contract with us, then these related metering points may also start to be supplied by us. This may result in a Deemed Contract between us in relation to those Related Metering Points.
- 2.10. If you enter into a Contract with us in relation to Related Metering Points and your previous supplier raises an objection to the transfer of any of the Related Metering Points then that objection will be deemed to have been made in relation to each of the Related Metering Points for the purposes of the Contract.
- 2.11. If you enter into a Contract with us in relation to Related Metering Points each Related Metering Points at a Site may, at our discretion, form an individual Contract in its own right.
- 2.12. If you enter into a Contract with us in relation to Related Metering Points and if any of the warranties or conditions contained in clause 1 cease to be satisfied during the Contract in respect of one or more of the Related Metering Points, the Contract may be terminated by us in respect of that Metering Point or, at our option, all Related Metering Points and clause 11 will apply.

### **3. YOUR SUPPLY**

- 3.1. The Energy supplied to you is managed by your Network Operator and we don't have control over the quality of the Energy. We can provide you with contact details for your Network Operator on request.
- 3.2. Your Supply may be temporarily or permanently Isolated or you may be directed to stop using Energy for the following reasons:
- a. to avoid danger or as a result of an emergency or potential emergency; or
  - b. circumstances beyond our reasonable control prevent us from supplying you; or
  - c. to enable maintenance or repair work to be carried out; or
  - d. Ofgem, the Transporter or the Network Operator instruct us to do so or any laws or regulations relating to the Energy supply allow us to in accordance with the Act or any industry agreements we have necessarily entered into in order to Supply Energy; or
  - e. for gas only, where Sites are supplied on an Interruptible basis as determined under industry regulations and/or any industry Codes of Practice; or

- f. you have agreed that your Supply can be interrupted in certain circumstances; or
  - g. we believe your Meter or Automated Meter Reading Equipment is not set up properly or is unsafe. This includes the situation where we have not been able to read a Meter or Automated Meter Reading Equipment or if we believe the Meter or Automated Meter Reading Equipment has been interfered with; or
  - h. we have reasonable grounds for believing that you have moved out of a Site or you have told us that you are moving out of a Site, and you have not provided us with details of the person who is now responsible for the Site as is required pursuant to **clause 7.12**.
  - i. otherwise in accordance with these Terms and Conditions; or
  - j. you have materially breached the Contract and such breach is continuing or otherwise interferes with the Network or the Metering Point.
- 3.3. Where the Supply of Energy to any Metering Point has been Disconnected or suspended due to any act or omission of you, you agree to indemnify us for any loss, liability or cost which incurs as a consequence. In these circumstances you must pay the cost of reconnection and, if requested, provide a performance bond or security deposit.

#### **4. WHAT YOU AGREE TO DO**

- 4.1. For all meters not read remotely you must take meter readings on the Supply Start Date and provide the readings to us within three Working Days. If you fail to supply meter readings or if we or an Agent reasonably believe your readings are incorrect, then you agree to accept estimated meter readings provided by the Agent. We are not responsible for the accuracy of such meter readings.
- 4.2. You agree to provide a list of expected shutdown and holiday periods for each Site together with estimates of Energy that will be consumed during these periods. You also agree to provide estimates of Energy that would be consumed if such shutdowns or holidays were not to occur. These estimates must be provided at least one week in advance.
- 4.3. You must not exceed the Capacity agreed with the relevant Network Operator. If you exceed your agreed Capacity, we will pass through to you any additional costs imposed on us by your Network Operator.
- 4.4. Where relevant you will send completed Supplier Certificates to us at the Notice Address to be received at least five Working Days prior to their application. In respect of Supplier Certificates, relief from CCL can only be backdated for a maximum of four years from the date we process the Supplier Certificate.

#### **MOVING SITE AND/OR REQUESTING DISCONNECTION OF METERING POINTS**

- 4.5. Where you cease to be the owner or occupier of a site you agree to give us as much notice as possible, and in any event no less than 28 days' notice ("moving notice"). You must provide us with your new address and the details of the new owner or occupier of the site(s). If you are the outgoing tenant and do not provide us with details for the incoming tenant, you will continue to be invoiced. We aim to complete your change of tenancy within ten Working Days. We may require you to provide evidence in the event of a liability dispute.
- 4.6. On the date you leave the Site, you must give us final meter reading(s) so that we can send you a final bill. If you do not give us Moving Notice, this Contract will continue to apply to that Site and you will still be responsible for paying all Charges for the Supply at the Site until:
  - a. you have provided the information we need under **clause 4.5**, your moving notice has ended and you have left the Site; or
  - b. another owner or occupier takes over the Supply at the Site.
- 4.7. If you leave, let or sublet a site and you owe us money, this Contract will apply until you have paid what you owe us under this Contract.

- 4.8. If you are leaving the Site to move to a new address, we may agree with you that you can transfer your Contract to your new Site. If we agree to the transfer, we will send you new contract details and your Energy Supply to the new Site will start from the date on which we take over the Supply at the new Site or, if we already supply the new Site, on the date we agree this with you.
- 4.9. You can request Disconnection of any Metering Point at any time. You will be liable for payment in advance of all costs reasonably associated with the Disconnection and, where required, any subsequent re-establishment of Supply. Where a Disconnection is by way of permanent Disconnection the Contract will terminate in respect of that Metering Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place. The provisions of **clause 11** will apply to any Disconnection.
- 4.10. **Clauses 4.5 to 4.9** do not apply to Deemed Contract customers.

## **5. PAYMENT, COSTS AND CHARGES**

### CHARGES FOR YOUR ENERGY SUPPLY

- 5.1. You agree to pay the Charges, any additional charges payable in accordance with these Terms and Conditions and any tax, levy, duty or other impositions in accordance with legislation in force or with industry agreements. You agree that all Energy that passes through a Metering Point during the term of the Contract (as amended or renewed from time to time) will be treated as having been supplied under the Contract.
- 5.2. For each Billing Period we will bill you for all Energy supplied to the Site and any other amounts due under the Contract.
- 5.3. All Charges described in the Proposal or otherwise stated are exclusive of VAT and CCL, which are payable at the applicable rates, as shown in the bill from time to time.
- 5.4. If an Agents meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading or our reasonable estimate and you must pay this invoice. Any over or under-payment will be adjusted as soon as practicable.
- 5.5. If you are or are deemed to be a Microbusiness Customer and Charges related to Energy supplied for a period have either not been billed or have been billed inaccurately, we shall comply with the Back Billing Rules.

### ADDITIONAL COSTS AND CHARGES

- 5.6. The Charges may include commission paid to a TPI acting on your behalf.
  - a. If you are, or are deemed to be, a Microbusiness Customer and have been switched to us by a TPI, you are entitled to have transparency of any brokerage costs included in your contract term. This will be displayed on our Proposal.
  - b. If you are not a Microbusiness Customer, it is your responsibility to ask your TPI and ensure that you fully understand the nature of such commission. If you fail to ensure you fully understand such commission, you hereby waive any rights or claims you may have in relation to such commission.
- 5.7. If you dispute any commission you should seek to resolve the dispute with your TPI. We are not obliged to reimburse any proportion of our Charges which you have paid (whether or not such portion relates to a TPI's commission) in the event of any such dispute.
- 5.8. If our Proposal is based on payment by Direct Debit and you fail to provide or cancel a Direct Debit mandate or your bank fails to honour a payment:
  - a. we may vary the Charges and/or pass-through any additional costs; or
  - b. you may be deemed to be in material breach and we may give notice that the Agreed Supply Period may be terminated if the Direct Debit is not re- instated and full payment is not received within five Working Days. After termination the terms of **clause 11** will apply; or

- c. we may increase your prices by 2% or add a 2% premium to your bill. These Charges reflect a genuine estimate of the increases in our costs upon such an occurrence and are not a penalty.
- 5.9. Any Charges incurred as a result of meter reading visits outside the normal meter reading cycle, change of measurement class, upgrades, transfer of metering equipment or other charges levied by industry participants will be chargeable.
- 5.10. If you are or become responsible for a Site that we supply but you have not entered into a Contract with us for the supply of Energy to the Site or any such a Contract with us has been terminated, then you shall be considered a Deemed Customer and our supply of Energy to the Site shall be charged at our Deemed Rates, found at <https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates>. Your status as a Deemed Customer shall apply until the date:
  - a. you agree a Contract for the supply of Energy to the relevant site with us.
  - b. you transfer your supply of Energy to the site to another supplier.
  - c. your supply of Energy for the relevant Site is Disconnected.

## PAYMENT

- 5.11. We will send you bills regularly (usually monthly or quarterly) which may be based on actual meter readings, automated meter reading, or an estimated meter reading. You must pay the money you owe in full to us by the payment due date shown on the bill.
- 5.12. You must ensure that you include your account number when you make payment so that we can correctly allocate it. If you make a payment without an account reference, we may be unable to match the payment to the correct account. If we are unable to match the payment to the correct account, we may deduct from your payment the costs we incur in allocating your payment to your account.
- 5.13. If any of the bills we send you are not accurate, and we send you a new bill, you must pay it by the due date on that new bill. This **clause 5.13** will still apply after this Contract ends and we have sent a final bill to you.

## LATE PAYMENT OF BILLS

- 5.14. You are responsible for payment for all Charges relating to Energy supplied to the Metering Points. Charges may apply even where Energy is not being consumed at a Site. If you fail to pay us we may:
  - a. disconnect your Supply via your meter, we may do this remotely depending upon your meter;
  - b. issue legal proceedings against you to recover any monies owed;
  - c. stop you from switching suppliers until any debt owed to us (including, for the avoidance of doubt, any sum under **clause 11.6**) is paid in full (not including Deemed Customers);
  - d. charge you additional costs, including late payment fees and our credit management costs.
- 5.15. We will charge you interest in respect of any amount remaining unpaid by you after the due date at the Bank of England Base Rate + 8% This interest will accrue daily on late payments until the date the payment is received from the date on which the payment was due. In addition, we may charge you up to £100 as compensation for costs incurred by us as a result of such late payment.

## DIFFICULTIES PAYING OR DISPUTE OF BILL

- 5.16. It is important that you let us know if you are having financial difficulties so that we can assist you in finding a solution where possible. For information about our debt management services, email us at [SEUKL-Collections@shell.com](mailto:SEUKL-Collections@shell.com), or call us on 0330 094 9184.
- 5.17. If you reasonably believe you have a dispute about any amount billed by us, you must Notify us at least five days before the amount is due for payment and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute:

- a. you must pay the undisputed part of the bill in accordance with **clause 5.4**;
  - b. if you are unable to pay the undisputed part of your bill due to financial difficulties, please refer to **clause 5.18**.
- 5.18. If we agree that your dispute is valid, and we owe you money, we will amend your bill accordingly and credit any money to your Supply account or reimburse you as soon as we can.
- 5.19. If after having fully reviewed your dispute and the information you have provided to us we are still of the view that you owe us money, we will inform you of this in writing. You must pay us the outstanding amount within ten days from the date you are informed of our decision plus any interest accrued in respect of the outstanding amount in accordance with **clause 5.16**, even if we raise a new bill for the outstanding amount which shows a different payment due date. If you still disagree with our decision that you owe us money, **clause 18** (Complaints) sets out the procedure you should follow.
- 5.20. If, at any time, we discover that any bill we have sent you was inaccurate we will submit a revised bill when accurate information becomes available.
- 5.21. You must not deduct or set off any payments to be made under the Contract against any amounts due from us, except where we have issued a credit to you. We may set off any amounts received from you, or owing to you, against any other agreement between us.

## 6. CREDIT AND SECURITY COVER

- 6.1. You agree to us checking your credit status with credit reference agencies before we offer any Product or service to you and during your Contract. You consent to the use of your information by us and the sharing of such information with our credit partners and agencies.
- 6.2. If you are a partnership we may credit check all partners, or officers. If you are a limited company, we may check all your directors.
- 6.3. We will record how you conduct your account including:
- a. details of what you pay and when;
  - b. if you fail to pay a bill in full; and
  - c. any outstanding debts due to us.
- 6.4. If, at any time during the Contract, your credit risk status deteriorates to any degree as deemed by us and/or as reported by one or more credit bureaux, or your account with us becomes overdue due to non-payment of bill(s), we may:
- a. demand immediate payment of all overdue bill(s) (where bills are disputed **clauses 5.17** and **5.18** shall apply); and/or
  - b. on sending a written notification to you amend your payment terms, and/or
  - c. demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or
  - d. demand a security deposit or other form of security and/or guarantee which shall be put in place within ten (10) days of our demand.
- 6.5. Failure to meet any of the above conditions will be deemed a material breach and we may terminate the Contract and **clause 11** will apply.
- 6.6. If you provide a security deposit, we will return any balance to you in accordance with **clause 11.7** after deducting any sums due to us. No interest will be paid on sums provided as security cover.

## 7. METERS AND SITE ACCESS

### METER READINGS

- 7.1. We may ask you for a meter reading before we start your Supply.
- 7.2. If for any reason we do not have, or cannot use, an actual reading we will use an estimate based on previous Supply at the Site.
- 7.3. A meter reading must be provided at least once every twelve months or more frequently if requested by us.
- 7.4. If you disagree with a meter reading we have used, you must tell us within ten days of receipt of the disputed bill and provide us with any supporting information. The terms of **clauses 5.17 to 5.21** shall apply.

#### AUTOMATED METER READING

- 7.5. You agree to let us use the Automated Meter Reading Equipment to manage your Energy Supply without visiting your Site.
- 7.6. We will use the consumption data provided by the Automated Meter Reading Equipment to calculate your bill. If for any reason we do not receive your consumption data, we will estimate your usage for your bills.

#### METERS AND AUTOMATED METER READING EQUIPMENT

- 7.7. We will make any necessary arrangements to provide a meter or Automated Meter Reading Equipment at each Site and you agree to co-operate with those arrangements unless we agree other arrangements with you (for example, if we agree with you that you will provide your own meter or Automated Meter Reading Equipment). If we do agree other arrangements with you, you will pay us for any reasonable costs or expenses that we incur relating to those arrangements.
- 7.8. We are not responsible for any meter, Automated Meter Reading Equipment or other fitting that we do not own or provide. For any meter or Automated Meter Reading Equipment not provided by us it is your responsibility to ensure that it complies with the Act and is appropriate to Supply all apparatus connected to it. In the event that we become aware that any part of the metering equipment is not suitable, we may arrange for installation, maintenance or replacement of the metering equipment and you shall pay the costs incurred.
- 7.9. Where it is a condition of our Supply Licence that Automated Meter Reading Equipment is installed in respect of a Metering Point, you shall cooperate with us and our Agent to enable us to meet our obligations. If we or our Agent visit the Site by prior appointment and are unable to gain access or visit the Site without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.
- 7.10. You must not damage or interfere with the meter or Automated Meter Reading Equipment. If you do, you will be responsible for any reasonable costs incurred by us or any agent to visit a Site and carry out any repairs.
- 7.11. You will Notify us as soon as reasonably practicable if you believe there has been damage to or interference with the metering or communication equipment or interruption to a communication signal and you must provide us with all information which we reasonably require. If you wilfully damage or interfere with any metering or communication equipment or interrupt a communication signal we may immediately terminate the Agreed Supply Period, the provisions of **clauses 11** will apply and you agree to indemnify us for all costs reasonably incurred. The theft of Energy is a criminal offence.
- 7.12. Subject to **clauses 7.13 and 7.14**, where we own the meter or Automated Meter Reading Equipment, if either of us thinks that the meter or Automated Meter Reading Equipment is not working correctly, we will arrange for the meter or Automated Meter Reading Equipment to be tested. If the test shows that the meter or Automated Meter Reading Equipment is not working correctly, we will replace or repair the meter or Automated Meter Reading Equipment as soon as reasonably practical at our cost.
- 7.13. We will pay for any meter or Automated Meter Reading Equipment that we ask to test ourselves.
- 7.14. You must pay for any meter or Automated Meter Reading Equipment you ask us to test before we carry out the test. If the meter or Automated Meter Reading Equipment is:
  - a. working correctly, you must cover the amount paid for the test;

b. not working correctly, we will refund the amount you paid for the test.

- 7.15. You are responsible for ensuring that any meter or Automated Meter Reading Equipment that is not owned or provided by us is working correctly. If either of us asks for it to be tested, you must organise and pay for it to be tested.
- 7.16. We do not provide Supply to sites where a pre-payment meter is installed. If you become the Registrant or we are the Registrant of a Site where such metering is installed you will pay in full, the cost of amending such metering systems prior to us supplying you.
- 7.17. You must Notify us as soon as practicable where changes are made to any Metering Point.

#### ACCESS TO SITE

- 7.18. You must provide us (and the relevant Agents) with safe and reasonable access to the Metering Points at all times. You must not obstruct access to a Metering Point at any time and you must ensure that, where access to a Metering Point requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Point will not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Metering Point at any time we may Notify you of the situation and, if it is not rectified to our satisfaction within two Months of the Notification, we will pass through to you any additional costs incurred by us as a result of such failure.

#### USING YOUR OWN METERING AGENTS

- 7.19. Where you have an agreement with a third party for the provision of metering or services you must make sure that they operate at all times in accordance with Good Industry Practice. You are responsible and indemnify us for all costs incurred by us in relation to the metering or service provided and any costs incurred by us as a result of damage caused to, or removal of, such third-party equipment.

### **8. VOLUME TOLERANCE (THIS DOES NOT APPLY TO MICROBUSINESS CUSTOMERS)**

- 8.1. Before entering into the Contract, you have agreed with us your Nominated Annual Consumption as shown in the Proposal.
- 8.2. If your aggregate consumption in a Relevant Period at your Sites falls above or below the Nominated Annual Consumption for those sites by the annual volume tolerance as set out in your Proposal ("Tolerance") or more you shall pay us a charge ("Tolerance Charge") which will be calculated as follows:

- a. For electricity only, where your aggregate actual consumption in a Relevant Period at a Site is less than or equal to the Nominated Annual Consumption for that Site minus the Tolerance you must pay to us the Tolerance Charge calculated in accordance with this clause as follows:

$$\text{Tolerance Charge} = ((\text{NC} - (\text{NC} \times \text{T})) - \text{AC}) \times (\text{ER} - \text{SSP})$$

- b. For electricity only, where your aggregate actual consumption in a Relevant Period at a Site is greater than or equal to the Nominated Annual Consumption for that Site plus the Tolerance you must pay to us the Tolerance Charge calculated in accordance with this clause as follows:

$$\text{Tolerance Charge} = (\text{AC} - (\text{NC} + (\text{NC} \times \text{T}))) \times (\text{SBP} - \text{ER})$$

Where:

- "AC" is the aggregate of all your actual electricity consumption for the Relevant Period (in kWh)
- "NC" is the Nominated Annual Consumption of all such sites
- "T" is the Tolerance
- "SBP" is the time weighted average of the System Buy Price (as defined in the BSC) for each half hourly period during the Relevant Period (in £/MWh)/1000

- “SSP” is the time weighted average of the System Sell Price (as defined in the BSC) for each half hourly period during the Relevant Period (in £/MWh)/1000
- “ER” is the time weighted average of the Energy Rate for such sites for each half hourly period during the Relevant Period (in £/MWh)/1000

- c. For gas only, where your aggregate actual consumption in a Relevant Period at a Site is less than or equal to the Nominated Annual Consumption for that Site minus the Tolerance you must pay to us the Tolerance Charge calculated in accordance with this clause as follows:

$$\text{Tolerance Charge} = ((\text{NC} - (\text{NC} \times \text{T})) - \text{AC}) \times (\text{ER} - \text{SMSP})$$

- d. For gas only, where your aggregate actual consumption in a Relevant Period at a Site is greater than or equal to the Nominated Annual Consumption for that Site plus the Tolerance you must pay to us the Tolerance Charge calculated in accordance with this clause as follows:

$$\text{Tolerance Charge} = (\text{AC} - (\text{NC} + (\text{NC} \times \text{T}))) \times (\text{SMBP} - \text{ER})$$

Where:

- “AC” is the aggregate of all your actual gas consumption for the Relevant Period (in kWh)
- “NC” is the Nominated Annual Consumption of all such sites
- “T” is the Tolerance
- “SMBP” for gas only, is the System Marginal Buy Price (as defined in the Transportation Principal Document) for each day
- “SMSP” for gas only, is the System Marginal Sell Price (as defined in the Transportation Principal Document) for each day
- “ER” is the time weighted average of the Energy Rate for such sites for each day period during the Relevant Period (in p/kWh)

8.3. We will be entitled to recover any Tolerance Charge by including it in any bill issued to you.

8.4. You agree that the Tolerance Charge is a genuine pre-estimate of the losses, costs and expense that we would otherwise suffer.

## 9. VARYING THE CHARGES

9.1. (This does not apply to Microbusiness Customers). In addition to any other provisions of these Terms and Conditions, we may vary the Charges or pass through any higher or additional costs:

- a. if information provided by you, your representative or Agent is incorrect or incomplete;
- b. as a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of Energy to suppliers, during an emergency of a civil, Energy Supply or other nature;
- c. if any changes made to your Supply after the date of the Contract result in an increase or decrease in third party charges;
- d. where a pass through of Charges is indicated in the Proposal;
- e. where pass through of third-party charges is not indicated in the Proposal but where a change in such Charges occurs as a result of a change in law, industry agreements, costs under any industry agreements that could not have been reasonably expected or foreseen by us, or a substantial change introduced by the Authority or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;

- f. you do not have or cease to use your own Agents; and/or as expressly provided for elsewhere in these Terms and Conditions.
- 9.2. (This does not apply to Microbusiness Customers) Where Charges are indicated in the Proposal as pass through, these Charges may be based on prices published by the Authority or other Government body and, as such, maybe subject to change from time to time. We will bill you for the actual charges as published or in some circumstances we may reconcile these charges at a given point in time as Notified to you and you shall pay any additional costs:
- a. where the Renewable Obligation Charge (RO Charge) is indicated on the Proposal as pass through, you acknowledge and accept that the RO Charge can change and as such we shall charge you and you shall pay the RO Charge;
  - b. where the Feed in Tariff Charge (FiT Charge) is indicated on the Proposal as pass through, you acknowledge and accept that the FiT Charge can change and as such we shall charge you and you shall pay the FiT Charge;
  - c. FiT Charge will be Reconciled against retrospective FiT Charges derived from the quarterly and annual levelisation fund updates issued by the Authority;
  - d. where the Contract for Difference Feed in Tariff Charge (CfD Charge) is indicated on the Proposal as pass through, you acknowledge and accept that the CfD Charge can change and as such we shall charge you and you shall pay the CfD Charge;
  - e. CfD Charge will be reconciled against retrospective CfD Charges derived from updates published by the Authority.
- 9.3. We may vary the price(s) of your Contract if it exceeds 36 months upon 60 days written notice which may take effect starting from the 37th month. From the date of such notice, you may give us 30 days' written notice to end the Contract on the day prior to that price variation.

## 10. ENDING THE CONTRACT

- 10.1. We can end our Contract with you immediately if:
- a. you commit a material breach of Contract (including, without limitation, failing to pay any bill in full by its due date (subject to the provisions of **clause 5.18**) or failing to comply with a request which we make in relation to securing your ability to pay (**clause 6**)) or you repeatedly breach the terms of this Contract;
  - b. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
  - c. your financial position deteriorates to the extent that in our reasonable opinion you become unable to fulfil your obligations under the Contract;
  - d. you take any step or action in connection with 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 its assets or ceasing to carry on business;
  - e. Ofgem tell us we have to end the Contract, and/or they tell another supplier to take over the Supply;
  - f. the Transporter or the Network Operator (or someone else on their behalf) isolates the Meter or Automated Meter Reading Equipment, removes the fuse from the meter or Automated Meter Reading Equipment, or disconnects the meter or Automated Meter Reading Equipment at the Site and/or we suspend or stop the Supply in accordance with these Terms and Conditions or if the Site is Disconnected, in which case we can end the Contract in relation to that Site.

## 11. WHEN THE CONTRACT ENDS

- 11.1. The termination of the Contract for any reason, will not affect any of the rights and remedies which you or we may have accrued up to the date of termination.
- 11.2. Any provision of the Contract 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.
- 11.3. After the Contract ends, you must pay us for all Energy used before it ended based on the Charges relevant to the Product which applies to your Site(s). You must also pay us for any Energy you use after the Contract ends until your Site(s) are registered with another supplier. We will advise you what Charges will apply to your Site(s) in these circumstances.
- 11.4. Subject to **clause 5.17**, on termination of the Contract for any reason you must immediately pay all of our outstanding unpaid bills and interest. We will send you your final bill(s) as soon as reasonably practicable. Your final bill(s) will be based on the closing meter read or, where appropriate, the terms of **clause 5.4** shall apply. Where a Metering Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator. The final bill(s) will also include any other costs reasonably incurred by us in the performance of the Contract.
- 11.5. If we believe the meter reading you give us at the end of the Contract is not accurate, we may change your final bill(s) to include any Energy used until the first actual meter reading we take at the Site after the Contract has ended. We or someone acting on our behalf may visit the Site to check how much Energy you have used.
- 11.6. (This does not apply to Microbusiness Customers). If the Contract is wrongfully terminated by you within the Agreed Supply Period, or terminated by us as a result of a material breach of these Terms and Conditions by you, we may charge you a termination fee to recover any reasonable costs that we incur as a result of the early termination of the Contract.

The termination fee will be an administration fee of £150 for Non-Half Hourly (NHH) electricity supplies or Gas Supply Meter Points or £250 for Half Hourly (HH) electricity supplies plus, in our sole discretion, the higher of:

- a. a fee calculated as the number of Months of the Agreed Supply Period left unexpired (rounded up to whole Months), multiplied by 15% of the average monthly amount that would have been due from you. For the avoidance of doubt, the average monthly amount will be the aggregate of all payments (less any taxes, levies or duties) that would have been due from you during the Agreed Supply Period, based on our reasonable estimate of your expected consumption for the Agreed Supply Period, divided by the number of Months of Supply; and
- b. an amount equal to:
  - i. (for the period prior to termination) the amount by which the total price we sold the Energy and / or renewable certificates to you was less than the total cost at which we forward purchased them on the Contract Start Date; plus
  - ii. (for the period after termination to the End Date) any losses, costs or expenses incurred by us in selling any Energy and / or renewable certificates that has been forward purchased for you back to the UK energy markets on the date of termination

We may calculate our loss by reference to the relevant UK energy market prices published by Argus Media Group for the Contract Start Date and / or the date of termination (as applicable).

- 11.7. If you have any money left on your account ('Credit') after we have settled the final amount that you owe us, taking into account any Security Deposit and after deducting any outstanding debts or charges that you owe us under or connection with the Contract (if you have not already paid these in accordance with **clause 5**), we will take reasonable steps to contact you to return this Credit. It is your responsibility to provide us with your new contact details to assist this process. If we do not have your new contact details, we will make reasonable attempts to contact you based on our records. This includes phoning and writing to you, and we may also use the records of a third-party tracing company.

- 11.8. If we have taken reasonable steps to contact you (as set out above) and twelve months have passed since we first tried to contact you to return the Credit we are under no obligation to continue attempts to contact you in this regard.
- 11.9. If we have followed the processes set out above and the time periods have passed, you no longer have a right to repayment of the credit under the Contract. However, we may allow you to claim repayment of the Credit provided you can give us any relevant information we ask for and we are able to identify the unclaimed Credit on your account.
- 11.10. We may stop you from switching suppliers where:
- a. you enter into a supply contract with an alternative supplier which comes into effect prior to the End Date;
  - b. clause 5.14 applies;
  - c. an alternative supplier applies to take over the supply to a Site in error or where there is more than one Metering Point at that Site, that supplier does not make an application in respect of all Metering Points; and/or
  - d. registration of a Site by an alternative supplier would be in breach of an industry agreement.

## 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

- 12.1. Nothing in this Contract shall limit or exclude our liability for:
- a. a. death or personal injury caused by our negligence, or the negligence of our employees, or agents; or
  - b. b. fraud or fraudulent misrepresentation.
- 12.2. Subject to **clause 12.1** we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- a. loss of actual or expected profit or savings; or
  - b. indirect or consequential loss; or
  - c. loss of income, business, information or data, reputation or goodwill; or
  - d. any loss or damage due to circumstances beyond our reasonable control; or
  - e. loss which is caused by you not keeping to your responsibilities under the Contract, including, without limitation your failure to comply with any instructions issued to you in connection with this Contract (for example in relation to dealing with an emergency); or
  - f. loss or damage caused by the transporter or network operator in excess of the amount we are entitled to recover from them on your behalf.
- 12.3. Subject to **clause 12.1** and **clause 12.2**, our total liability to you in respect of all other losses rising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000.
- 12.4. We shall not be liable to you if the Energy Supply has been stopped due to a shut down or interruption caused by the Network Operator.
- 12.5. Except in respect of your liability to pay the Charges, neither of us will be liable to the other for a failure to fulfil our respective obligations under the Contract to the extent that such performance is prevented due to Force Majeure. The affected party will Notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification must be issued immediately upon the ending of the Force Majeure event. If the Force Majeure event continues for more than 30 days either of us will be entitled to terminate the Contract by giving to the other not less than 14 days prior notice of termination in writing.

### 13. EXTRA CONDITIONS FOR ELECTRICITY SUPPLY CONTRACTS

- 13.1. Other than when there is a pre-existing agreement between you and the relevant Network Operator, the Contract is subject to the National Terms of Connection (NTC).
- 13.2. Your supplier is acting on behalf of your 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 contract 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. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or visit [connectionterms.co.uk](http://connectionterms.co.uk).
- 13.3. The Capacity shown on the Proposal as “Supply Capacity” is an estimate only. We will bill you for Capacity based on information provided to us from time to time by your Network Operator. If you need to change your Capacity, you must agree the change in advance with your Network Operator. We will pass through to you any reactive charges or excess capacity charges levied on us by the Network Operator.
- 13.4. Where sites have a Maximum Demand of 100 kW or more and require a Half Hourly Meter, you must provide appropriate metering equipment including a permanent, functioning communications facility and we will terminate any existing Agreed Supply Period from the date of installation of the new equipment and provide you with a new Contract. We may charge you all costs reasonably incurred for failure to ensure such provision.
- 13.5. With all Half Hourly electricity Metering Points, you must have an agreement in place with a Meter Operator for metering equipment provision and maintenance. With all other Metering Points, you can request that we appoint a Meter Operator and Data Collector of your choice.
- 13.6. In all cases, you must give us at least one calendar Months’ Notice before the appointment is due to take effect and you will be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of any appointment. We may reject or delay appointment of a Meter Operator or Data Collector of your choice where we have reasonable grounds to do so. You must not have more than one Meter Operator, Data Collector or Data Aggregator at any one time to perform the relevant Agent Service for each Metering Point. All Meter Operators, Data Collectors and Data Aggregators must be Qualified and if your Meter Operator or Data Collector stops being Qualified we will appoint a replacement and recover from you all costs reasonably incurred. You agree to indemnify us for all costs and expenses we may incur in relation to the appointment of a Meter Operator or Data Collector hereunder.
- 13.7. Where a Metering Point has been Isolated by way of de-energisation you shall pay the charges applicable to the de-energised Site.

#### CCL EXEMPT PRODUCT - THIS SUB-SECTION ONLY APPLIES TO YOU IF YOU ARE LIABLE TO PAY CCL.

- 13.8. You agree that we can, from time to time, Supply you with electricity under a CCL Exempt Product. This means that the electricity we Supply you with is certified as being from a RSE Source, therefore you will be exempt from paying CCL.
- 13.9. There is an additional charge for electricity supplied under a CCL Exempt Product, known as the CCL Equivalent Charge. This charge is the same as the CCL you would otherwise have been liable for, therefore the total amount of your bill will be unchanged.

- 13.10. If we have supplied you under a CCL Exempt Product, the CCL Equivalent Charge will be shown on a separate line on your bill.
- 13.11. If we have supplied you under a standard Product and you are liable for CCL, the CCL will be shown on a separate line on your bill.
- 13.12. Sometimes your bill might show both CCL and a CCL Equivalent Charge: this will be because you have only been supplied under a CCL Exempt Product for part of the period we have billed, and CCL is due on the remainder.
- 13.13. In accordance with the Finance Act, Schedule 6, Paragraphs 19(2) and 20A(2):
- a. In each averaging period as determined under the Finance Act 2000, Schedule 6, Paragraph 20B, the amount of electricity supplied by Good Quality CHP electricity will not exceed the difference between:
    - i. the total amount of Good Quality CHP electricity that, during that period, is either acquired or generated by us; and
    - ii. so much of the total amount as is allocated by us otherwise than to Good Quality CHP electricity supplied by us in the period.
  - b. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20, the amount of electricity supplied by Renewable electricity will not exceed the difference between:
    - i. the total amount of Renewable electricity that, during that period, is either acquired or generated by us; and
    - ii. so much of the total amount as is allocated by us otherwise than to Renewable electricity supplied by us in the period.
- 13.14. To the extent that any amendments are made to the CCL or the Carbon Price Floor, we have the right to amend the Contract to take such an amendment into account and, to the extent necessary, you agree to any such amendment.

## 14. EXTRA CONDITIONS FOR GAS SUPPLY CONTRACTS

- 14.1. In addition to the conditions of **clauses 1.7** and **2.5**, our obligation to Supply is conditional upon you providing us with Emergency Contact Details as required in accordance with the Uniform Network Code, and you shall Notify us immediately of any changes to the Emergency Contact Details. You agree to cooperate with any exercises carried out by us or the Network Operator to update Emergency Contact Details or test gas emergency procedures.
- 14.2. You must give us as much notice as possible if you require a change to your Capacity and we will try to meet your requirements. Any additional costs will be passed through to you.
- 14.3. You must Notify us before the Contract Start Date if capacity at any of the Sites is currently or will be Interruptible at a future date and provide us with any details we need in relation to any Interruptible Capacity.
- 14.4. Other than where the meter is owned by the Network Operator or us you will, at your own expense, keep the meter in proper order for correctly registering the quantity of gas in accordance with the Act. Failure to meet your responsibilities may result in Isolation of the Supply by the Network Operator or us.
- 14.5. We will always appoint a Meter Reader of our choice and unless otherwise agreed with you in writing, a Meter Asset Manager of our choice.
- 14.6. We may change the Charges or pass through additional costs when you substitute gas with an alternative fuel other than:
- a. during periods of Supply interruption as part of an Interruptible agreement with your Network Operator; or

- b. when your Supply has been temporarily Isolated in accordance with an instruction by your Network Operator for emergency or safety reasons or for reasons of maintenance or repair to the Network, in accordance with industry regulations; or
- c. by prior agreement with us.

- 14.7. You must not remove or replace any meter that is part of a sub deduct arrangement without our agreement.
- 14.8. We may Isolate any Metering Point where no gas is used for a consecutive period of six Months and the Network Operator may remove the means of Supply from an Isolated Metering Point which is not re-established after twelve Months. You will be liable for all costs reasonably associated with any Isolation or removal.

## **15. EXTRA CONDITIONS IF YOU USE A TPI**

- 15.1. We will not discuss anything to do with the Contract with a TPI unless we have received a valid letter of authority, acceptable to us, from you authorising us to do so. You can update your authorisation at any time by providing us with a new letter of authority. Any previous letter of authority will end when the new letter of authority becomes effective. You can cancel your letter of authority at any time by Notifying us in writing of your decision. Unless it specifically states otherwise, we will assume that a letter of authority is valid for the duration of the Contract.
- 15.2. If there is a legal or regulatory reason requiring us to contact you directly, rather than your TPI, you accept that you are the contracting party and therefore we retain the right to contact you directly to discuss any aspect of the Contract with you.

## **16. COMPLIANCE AND ANTI-BRIBERY**

- 16.1. You must observe strictly all instructions as to the carrying out or ceasing of the activities contemplated by the Contract given to you by us for a specific or indefinite period to ensure that we can comply with all applicable regulatory requirements.
- 16.2. You must:
- a. have and maintain in place throughout the term of the Contract adequate policies and procedures to ensure compliance with the Bribery Act 2010 and enforce them where appropriate;
  - b. not do, nor omit to do anything, nor permit anything to be done by any other party, which is an offence, or which may be deemed to be an offence under the Bribery Act 2010; and
  - c. notify us immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with the Contract has contravened or may contravene the Bribery Act 2010.
- 16.3. You acknowledge that we adhere to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.
- 16.4. We will both take such steps as necessary prior to the Contract Start Date and during the term of the Contract to prevent, detect and identify money laundering and terrorist financing in connection with this Contract which shall include, (but need not be limited to), the following:
- a. maintaining an effective anti-money laundering and counter terrorist financing regime, including detection, prevention, identification and appropriate responses;
  - b. maintaining an effective anti-money laundering and counter terrorist financing regime that complies with the regulatory requirements, and applicable laws, including checking financial sanctions lists;
  - c. operating a structure, procedures and mechanism for immediately reporting suspicious activity, to the extent permitted by law, through a secure reporting mechanism to a representative of each party (as nominated by that party in writing to the other party from time to time).

16.5. Where either of us fails to comply with this clause, that party will be deemed to be in material breach of the Contract that is not capable of being remedied and the other party shall have a right to terminate the Contract immediately.

## 17. USING PERSONAL INFORMATION

17.1. You acknowledge and agree that with regard to the Personal Data processed under **clause 17.2**, we will be acting as a Controller.

17.2. You recognise and agree that during the term of the Contract we may:

- a. monitor and record any communications we make with each other in relation to the Supply, including but not limited to, phone conversations and e-mails;
- b. obtain any information we reasonably require in relation to you, your Site(s) or the Supply from relevant industry parties, to enable us to fulfil our obligations to you under the Contract;
- c. undertake searches at licensed credit reference or fraud prevention agencies for information on your business, or where you are a sole trader or a partner in a non-limited liability partnership, on you personally; and
- d. where required by industry agreements, legislation in force, the Authority and any other competent authority, pass information you have provided to us to third parties and you agree to indemnify us in respect of all costs, losses or expenses we incur as a result of that information being incorrect, incomplete or insufficient.

17.3. Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when Processing Personal data in connection with the Contract. Such Processing shall be in respect of the following:

Categories of Data Subjects	Our employees and your employees
Types of Personal Data	Names, email addresses, phone numbers and any other contact details as necessary to supply and receive the services described in the Contract.
Purpose and nature of processing	To provide and receive the services described in the Contract
Duration	For the duration of the Contract, and for such period afterwards as we may each deem reasonably necessary in accordance with Data Protection Laws.

17.4. If either party receives any complaint, notice or communication which relates to the Processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if either party suffers any Personal Data processed in connection with the Contract is subject to a Personal Data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or Personal Data breach.

17.5. Where you provide us with, or allow us access to Personal Data relating to any living individual (hereafter called 'Data Processing Activities'), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these Data Processing Activities and the existence of our Privacy Notice at <https://uk.shellenergy.com/privacy> each time you provide them with your privacy notice.

## 18. COMPLAINTS

- 18.1. If we do make a mistake, we want to deal with the problem as soon as possible. You can find details of our complaints handling process on our website at <https://uk.shellenergy.com/>, or please call us on 0330 088 2679.
- 18.2. If you are a Microbusiness Customer and are still unhappy after following our complaints procedure you can refer your complaint to the Ombudsman Services: Energy ([ombudsman-services.org/energy](http://ombudsman-services.org/energy)), if:
  - a. your complaint has not been resolved after eight weeks; or
  - b. we have sent you our final response to your complaint (referred to as a 'Deadlock Letter') and you are still unhappy.

## 19. OTHER INFORMATION

- 19.1. Entire Agreement: The Contract forms the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 19.2. Law and Jurisdiction: The Contract shall be interpreted in accordance with English law. No legal proceedings in respect of the Contract shall be brought or conducted outside England and Wales.
- 19.3. Agents: These Terms and Conditions also apply where we act as Agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate.
- 19.4. Transfer of Rights: You may not transfer the contract or any of your rights or responsibilities under it without first obtaining our written permission. We can transfer, assign or subcontract any or all of our rights (including the right to recover Charges) or obligations under the Contract without your consent.
- 19.5. Waiver: If we delay or fail to exercise any right or remedy under this Contract, this will not act as a waiver of that or any other right or remedy and it will not prevent or restrict us from exercising that or any other remedy. Any waiver must be agreed by both of us in writing. A waiver of a specific breach will not entitle any further breach.
- 19.6. Invalidity: If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of the Contract shall continue in full force and effect.
- 19.7. Notices: Any notice which you send to us must be in writing and sent to: Shell Energy UK Limited Elder House, 3rd Floor 586-592 Elder Gate Central Milton Keynes MK9 1LR, or by email to [SEUKL-contactus@shell.com](mailto:SEUKL-contactus@shell.com).
  - a. The notice must provide sufficient information, which must include your Energy Supply account number, for us to be able to identify you, your Contract and your Site(s), otherwise we will not be able to accept it.
  - b. We may send notices under the Contract to you by post, courier, or guaranteed or special delivery service, or by email address to the last known email address that you have provided to us. Notices may also be delivered by hand.
  - c. Notices will be considered to have been received as follows:
    - i. if sent by post, it will be considered to have been received two Working Days after it was sent;
    - ii. if sent by courier or guaranteed or special delivery service, it will be considered to have been received on the date when it is recorded as having been delivered and signed for;
    - iii. if sent by email, it will be considered to have been received that day;
    - iv. if delivered by hand, it will be considered to have been received that day.
- 19.8. No Third-Party Rights: Only you and we can enforce any of the conditions of your Contract and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to your Contract.
- 19.9. Amendments: We reserve the right to change these Terms and Conditions, and as a result, the Contract between us at any time by notice in writing to you (including by email or through your online account). We will inform you of any changes before they take effect, which may include referring you to our website for

details, or sending you new terms and conditions by post or by email or by making them available to you online. If there is any change to any law or regulation, decision or advice by a regulatory authority which applies to this Contract, we may change the terms of this Contract, including the Charges, as we consider reasonably necessary to reflect those changes.

19.10. Violence, aggression or abuse: We will not accept violence, physical aggression or spoken or written abuse towards our staff and may take legal action or refer this action to the police.

## 20. DEFINITIONS

20.1. In the Contract the following terms have these meanings:

<b>“Act”</b>	the Electricity Act 1989 and the Gas Act 1986 as amended by the Utilities Act and regulations made thereunder, as applicable.
<b>“Agent”</b>	a Meter Operator, Data Collector, Data Aggregator, or an Agent appointed by us to provide Automated Meter Reading Equipment services.
<b>“Agent Service”</b>	a service provided by an Agent.
<b>“Agreed Supply Period”</b>	the period from the later of the Supply Start Date or the date of Registration to the End Date.
<b>“Authority”</b>	the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem).
<b>“Automated Meter Reading Equipment”</b>	metering equipment, other than a Half Hourly Meter, that provides Agents with the ability to obtain details of your consumption remotely on a Half Hourly basis.
<b>“Back Billing Rules”</b>	<p>the rules by which we will recover Charges, from a Microbusiness Customer, for a period not billed or billed inaccurately and which is governed by the supply Licence conditions concerning back billing under which we will only bill or recover charges for energy consumed or Charges accrued within:</p> <ol style="list-style-type: none"><li>a. a period not greater than twelve (12) Months prior to the date of the Bill;</li><li>b. or a period greater than twelve (12) Months prior to the date of the Bill where:<ol style="list-style-type: none"><li>i. as a result of any obstructive or manifestly unreasonable behaviour by you, we are unable to produce an accurate Bill for the Energy consumed; or</li><li>ii. Ofgem issue direction or guidance that does not prevent us from recovering charges for a period greater than twelve (12) months.</li></ol></li></ol> <p>For the avoidance of doubt, the restriction in a. does not prevent us seeking repayment of a Bill which was produced in accordance with the supply Licence conditions concerning back billing but remains unpaid after twelve (12) Months.</p>
<b>“Balancing and Settlement Code”</b>	the code of that name brought into force pursuant to the Utilities Act 2000 as modified from time to time, “BSC” shall be construed accordingly.

<b>“Bill”</b>	an invoice or statement sent to you which may include details of your energy usage, what we’ve charged you, payments you have made to us and what you owe us.
<b>“Billing Period”</b>	one Month, or as determined by the supplier from time to time.
<b>“Capacity”</b>	the total amount of electricity you may consume at a Metering Point in any given period as agreed with the relevant Network Operator, also known as Authorised Supply Capacity (ASC). In gas, this is your Standard Off- Take Quantity (SOQ).
<b>“Carbon Price Floor”</b>	a U.K. Government policy implemented to support the EU Emissions Trading System (EU ETS).
<b>“CCL Exempt Product”</b>	a product that is exempt from CCL.
<b>“Charges”</b>	the charges referred to in the Proposal as varied in accordance with these Terms and Conditions and all costs, charges and expenses set out in the Contract.
<b>“Climate Change Levy” (CCL)</b>	<p>an environmental tax on your company's electricity and gas use levied at the rate from time to time imposed, pursuant to the Finance Act 2000 and any regulations made thereunder or in connection with such charge. Businesses that pay the standard rate of VAT (20%) are also charged the CCL, although there are exceptions. Businesses that meet the minimal use requirements and are charged the reduced rate of VAT (5%) don't pay the CCL.</p> <ul style="list-style-type: none"> <li>• For electricity, this means using an average of less than 33 kWh per day (1,000 kWh per month)</li> <li>• For gas, this means using an average of less than 145 kWh per day (4,397 kWh per month)</li> </ul>
<b>“Contract”</b>	the entire content of the Proposal, these Terms and Conditions, any annexes, appendices, and any document referred to in these Terms and Conditions, and the applicable Product Terms.
<b>“Contract Start Date”</b>	the date on which the Contract is countersigned by us.
<b>“Data Aggregator”</b>	for electricity only, an Agent appointed to carry out the aggregation of metering data received from the Data Collector.
<b>“Data Collector”</b>	appointed to provide data retrieval and/or data processing services.
<b>“Data Protection Laws”</b>	any applicable laws and regulations relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the UK, the Data Protection Act 2018 (“DPA”) and the applied GDPR as defined in the DPA, being the GDPR as applied by Chapter 3, Part 2, DPA); and (iv) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); in each case, as updated, amended or replaced from time to time; and the terms Data Subject, Personal Data, Processing, Processor and Controller shall have the meanings set out in the UK GDPR.

<b>“Deemed Contract”</b>	a contract deemed to exist between us a result of you using the energy at a site we supply in the circumstances described at <b>clause 5.10</b> .
<b>“Deemed Customer”</b>	a Customer with whom we have a Deemed Contract.
<b>“Deemed Rates”</b>	the rates and charges of that name published from time to time by us (available at <a href="https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates">https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates</a> ) in accordance with Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable.
<b>“Disconnection” or “Disconnected”</b>	the permanent removal of a meter, cabling and service from the Site(s).
<b>“Emergency Contact Details”</b>	for gas only, details of emergency contacts who, between them, are available 24 hours a day, seven days a week and 365 days a year to arrange for the site to stop taking gas where so directed by us or your Network Operator in order to avert or diminish the effect of a gas supply emergency.
<b>“Emergency Contacts”</b>	for gas only, where Site(s) are not manned 24 hours a day, three contact names and job titles each with up to three telephone numbers. If a site is manned 24 hours a day, only one emergency contact need be provided. Sites with an AQ of > 1,464,000 kWh must also provide one fax number; this need not be manned constantly but must be capable of receiving faxes 24 hours a day.
<b>“End Date”</b>	the last date on which the current Charges and/or pricing mechanism shall be applicable. The End Date is shown on the Proposal.
<b>“Energy”</b>	electricity and/or natural gas, as appropriate.
<b>“Energy Rate”</b>	energy only element of the Charges, being the demand weighted rates for Energy. The energy rate can be provided to you upon request.
<b>“Equivalent Charge”</b>	a charge equivalent in value to CCL but not applied pursuant to the Finance Act 2000.
<b>“Extended Supply Rates”</b>	the rates and charges that become applicable once your fixed term contract expires and you do not agree a new contract with us. They are subject to change and published by us from time to time, and available at <a href="https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates">https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates</a> .
<b>“Force Majeure”</b>	an act of God, industrial action (except where solely restricted to employees of the party claiming a force majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, pandemic (including Covid-19 or similar), accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and act of Parliament or directive of a competent authority and any other cause which is beyond the reasonable control of the affected party. For clarity, a lack of funds shall not constitute force majeure.
<b>“Good Industry Practice”</b>	the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

<b>“Good Quality CHP or GQCHP”</b>	means electricity generated from a combined heat and power station which is exempt from CCL.
<b>“Half Hourly Meter”</b>	electricity only, metering equipment used to measure the consumption of electricity on a half hourly basis.
<b>“Interruptible”</b>	gas offtake that may be subject to interruption by a Network Operator for the purposes in connection with the management of its pipeline system.
<b>“Isolate”, “Isolated”, “Isolation”</b>	no Energy can flow directly or indirectly from a Network. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection.
<b>“Licence”</b>	a licence granted under the Act for the Supply, distribution or transmission of electricity or gas.
<b>“Maximum Demand”</b>	electricity only, the product of twice the maximum number of kWh supplied in any half hour in the period(s) specified.
<b>“Meter Operator”</b>	a person accredited and appointed pursuant to a Meter Operator Agreement who acts as meter operator in respect of metering equipment.
<b>“Meter Operator Agreement”</b>	an agreement between you and/or us (as the case may be) and a Meter Operator.
<b>“Metering Point”</b>	the point at which electricity or gas is metered prior to Supply to your Site(s), and at which title and risk in that Energy passes to you. There may be more than one Metering Point at each Site.
<b>“Microbusiness Customer”</b>	<p>an Energy consumer who:</p> <ol style="list-style-type: none"> <li>a. has an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or</li> <li>b. has fewer than ten (10) employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 million.</li> </ol> <p>This is consistent with Ofgem’s definition of a microbusiness, found at <a href="http://ofgem.gov.uk/key-term-explained/micro-businessconsumer">ofgem.gov.uk/key-term-explained/micro-businessconsumer</a>.</p>
<b>“Month”</b>	a calendar month.
<b>“NTC”</b>	the National Terms of Connection. The NTC is a legal agreement that 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 would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association (ENA), 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: hone 0207 706 5100, or see the website at <a href="http://connectionterms.co.uk">connectionterms.co.uk</a> .
<b>“Network”</b>	the local electricity or gas network, as applicable.
<b>“Network Operator”</b>	in respect of a Metering Point, the operator of the local network.
<b>“Nominated Annual Consumption”</b>	for electricity and gas is the value shown on the Proposal as kWh per annum for all Sites or the value shown as Estimated Annual Consumption for each Site.

<b>“Notice”, “Notify”, “Notification”, “Notified”</b>	where information is required it must be sent to the Notice Address.
<b>“Notice Address”</b>	for Notices from us to you, your registered office address or any replacement address nominated by you for Notices from you to us, the address indicated in the Proposal or any replacement address nominated by us. “Ofgem” – see definition for Authority.
<b>“Product”</b>	a product which we offer to you from time to time in accordance with these Terms and Conditions and the Product Terms.
<b>“Product Terms”</b>	the terms and conditions which apply to a product in addition to these Terms and Conditions, including fixed energy plan terms, VPP terms, deemed terms, and any other product terms which we offer to you from time to time in accordance with these Terms and Conditions.
<b>“Proposal”</b>	our statement of charge and other Terms and Conditions applicable to the Supply of electricity to your Metering Points during an Agreed Supply Period.
<b>“Qualified”</b>	as defined in the BSC, and, in respect of Meter Operators, being a signatory to the Meter Operation Code Of Practice Agreement.
<b>“Register”, “Registered”, “Registration”</b>	registration of metering points to a supplier in accordance with industry regulations.
<b>“Relevant Period”</b>	is either the Agreed Supply Period or every twelve months from the Contract Start Date where the term is greater than 12.
<b>“Related Metering Point”</b>	shall have the meaning given to it in the Retail Energy Code (at <a href="https://www.retailenergycode.co.uk/">https://www.retailenergycode.co.uk/</a> )
<b>“RSE (Renewable Source Electricity)”</b>	electricity generated from an RSE source.
<b>“RSE Source”</b>	electricity generated from a renewable source such as wind power, solar power, geothermal power, wave power, tidal power, hydro power and power produced from biomass, landfill gas, sewage treatment plant gas and biogases.
<b>“Site(s)”</b>	each of the site(s) shown in the Proposal.
<b>“Supplier Certificates”</b>	the certificate, available from HM Revenue & Customs, Reference PP11, representing the percentage of Supply eligible for relief from CCL.
<b>“Supply”</b>	any electricity or gas supplied from time to time by us under the Contract.
<b>“Supply Start Date”</b>	the date on which Supply to the Site under the Contract is proposed to commence as shown in the Proposal.
<b>“TPI”</b>	a third-party intermediary instructed by you to act on your behalf, including but not limited to, an energy broker, managing agent or consultant.
<b>“Uniform Network Code”</b>	the gas industry’s legal and contractual framework for the transportation and supply of gas.
<b>“Value Added Tax” (VAT)</b>	has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to.

**“Working Day”**

any day other than a Saturday, Sunday or public holiday in England and Wales. Shell Energy’s working day opening times can be found on their website at <https://uk.shellenergy.com/>.

20.2. In the Contract except where the context otherwise requires:

- a. any reference to a statute, regulation or statutory instrument or any provision thereof shall be construed as reference to the same as it may have been or may from time to time be amended, modified or re-enacted;
- b. the masculine shall include the feminine and references in the singular shall include references in the plural and vice versa, and words denoting natural persons shall include companies, corporations and any other legal entity and vice versa;
- c. the words “include” and “including” are to be construed without limitation;
- d. any reference to the contract or any other agreement, deed, licence, code, authorisation, consent or instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated;
- e. where the customer comprises more than one person the obligations and undertakings on the part of the customer shall be joint and several.

**SHELL ENERGY UK LIMITED**

Write to: Shell Energy UK Limited, Elder House, 586-592 Elder Gate, Milton Keynes, MK9 1LR.

The Registered Office of Shell Energy UK Limited is Shell Centre, London, United Kingdom, SE1 7NA. Registered in England & Wales. Company number: 07489042. Our ref: 2312-01038.