

# AXIS FOR BUSINESS DUAL FUEL TERMS AND CONDITIONS - OCTOBER 2013

These are Axis Telecom Limited's terms and conditions for the provision of Services in Great Britain. Please read these terms and conditions carefully to ensure you fully understand your commitment and our obligations because you will be bound by these terms & conditions once a contract comes into existence between you and us.

## 1. INTERPRETATION

- 1.1. In these conditions, except where the context otherwise expressly requires, capitalised expressions shall have the meanings set out in Schedule 1.
- 1.2. The Schedules form part of the Supply Agreement and will have the same effect as if in the body of the Supply Agreement.
- 1.3. References to statute, statutory instrument, regulation or code, shall be deemed to include reference to the same as amended or re-enacted from time to time.
2. OUR AGREEMENT
  - 2.1. We agree to provide gas and/or electricity at your Sites under the terms and conditions of this Supply Agreement.
  - 2.2. You agree to take the gas and/or electricity we supply.
  - 2.3. If we are happy with your credit score, your contract will start with us:
    - 2.3.1. when you and we agree (either on the phone, or when you sign the contract) that we will supply you; or
    - 2.3.2. from the dates as set out in Condition 2.6 below, if you have not agreed a contract with us.
  - 2.4. You and we will agree Connection Details for each Site that we supply. If you ask us, we will add extra Sites to this Supply Agreement when we agree Connection Details for that Site or as described in Condition 2.6 below.
  - 2.5. If you have entered into a contract with us for a Fixed-Term Site or a Fixed-Price Site and the contract for that Site has ended, this supply contract will continue to apply to that Site until we agree a new Fixed-Term or fixed-price contract and Connection Details with you for that Site. We may increase the Charges when your Fixed-Term or fixed-price contract period ends.
  - 2.6. If you have not entered into a contract with us in line with Condition 2.3.1, this Supply Agreement will apply to a Site from the date that:
    - 2.6.1. you move into a Site which we already supply;
    - 2.6.2. you take supply from us at the Site;
    - 2.6.3. your tenants move out of the Site; or
    - 2.6.4. you take or have responsibility for the Site.
  - 2.7. A Site that is covered under this Supply Agreement in the circumstances described in Condition 2.6 is a Deemed Site. This Supply Agreement will apply to a Deemed Site until:
    - 2.7.1. you have changed supplier for that Site;
    - 2.7.2. you agree a new contract with us as described in Condition 2.3.1;
    - 2.7.3. you agree Connection Details with us for that Site as described in Condition 2.4; or
    - 2.7.4. you or we end this Supply Agreement as described in Condition 8.

Clauses 5.6.1, 5.6.2, 5.6.5, and 5.6.6 do not apply to a Deemed Site.

- 2.8. If we do not already supply a Site under this Supply Agreement, your supply will start from the date we tell you. This date may change if we have difficulties taking over the supply, for example, if:
  - 2.8.1. your previous supplier prevents us from transferring the supply;
  - 2.8.2. Ofgem prevents us from supplying; or
  - 2.8.3. we cannot supply you for some other reason.
- 2.9. By agreeing to this Supply Agreement or agreeing Connection Details for a Site, you agree that:
  - 2.9.1. you own or use each Site and that it is connected to mains gas or mains electricity (or both);
  - 2.9.2. before we supply you under this Supply Agreement, you may have to pay any money you owe us;
  - 2.9.3. we are responsible for delivering the supply from outside a Site to the Meter (you are responsible for the gas and/or electricity (or both) from the Meter into your Site); and
  - 2.9.4. if you are a partnership, we may claim any money you owe us under this Supply Agreement from you, your partners or all of you.
- 2.10. You agree that we may process your information in accordance with Schedule 2.

## 3. CHARGES AND PAYMENT TERMS

- 3.1. In return for supplying gas and/or electricity to you, you agree to pay us the Charges which apply under this Supply Agreement (such as but not limited to those described in Condition 3.6).
- 3.2. Subject to Conditions 3.3 and 6 our prices for supply for each Site are set out in the Connection Details for that Site. We base our prices on the amount of gas and/or electricity we supply, worked out in kilowatt hours. Our prices may also include a Standing Charge. We have the right to charge you at least £250 for every year that we are your supplier, even when you are not using the Site we supply.
- 3.3. In respect of Fixed Price Sites during the Fixed Price Term, we may at any time give you not less than 30 days written notice of an increase in the prices we charge for the supply of electricity and/or gas, following which you may, within the period of 30 days following the issue of our notice issue notice to terminate the Supply Agreement and, subject to payment of any outstanding sums to us, transfer to another supplier.
- 3.4. Where under a Deemed Contract we are supplying gas and/or electricity to a Deemed Site, we will charge you our Deemed Prices for the electricity or gas (or both) you use at each Deemed Site, until we agree with you Connection Details for such Site or you transfer to a different supplier.
- 3.5. We may have different prices for our gas and electricity, depending on how you pay for your gas and/or electricity (or both), as follows:
  - 3.5.1. If you elect not to pay by direct debit, we will be entitled to add a monthly fee of £25 plus vat to your bill;
  - 3.5.2. If you elect to receive monthly paper bills from us you will be charged an administration charge of £1.50 for each paper bill;
  - 3.5.3. We may charge different prices or ask you to pay in a certain way (for example, by direct debit) depending on how good we think your credit rating is. We can do this at any time during the contract. We will write to you and give you more information about how you should pay if this applies to you. If you do not pay in the way we ask, we have the right to end this Supply Agreement and it will end automatically on the day we tell you it has ended; and/or
  - 3.5.4. If you have agreed to pay your bills by direct debit and then you cancel your direct debit, or your direct debit is refused or fails, we will charge you our cash or cheque prices (which are more expensive). You will have to pay these straight away, even if your Site is a Fixed-Price Site.
- 3.6. We may also charge you for extra items that are not set out in your Connection Details. These may include:
  - 3.6.1. our reasonable costs that we incur when collecting sums owed to us;
  - 3.6.2. our reasonable costs of stopping, disconnecting or reconnecting your supply;
  - 3.6.3. our costs for transporting or distributing gas and/or electricity to the Site (if these are not included in our supply prices);
  - 3.6.4. a charge for Meters or Metering equipment;
  - 3.6.5. our reasonable costs if you break any of the terms and conditions of this Supply Agreement, including costs we have to pay to collect any sums that you owe us (including administration costs);
  - 3.6.6. our reasonable costs if you fail to keep an agreed appointment with us or our agents at a Site;
  - 3.6.7. our reasonable costs if you interfere with your gas and/or electricity Meter or steal gas and/or electricity;
  - 3.6.8. our reasonable costs if you prevent us or our agents from reading or working on your Meter;
  - 3.6.9. our reasonable costs of transferring a Site back to your old supplier, where you no longer own or use the Site you have told us to supply;
  - 3.6.10. reading your Meter when you ask us, if this is more often than we must read it by law; or
  - 3.6.11. making and sending copies of any documents we have already given you.
- 3.7. If you owed us any money before the date this Supply Agreement started (for any of your addresses we supply, including for a Deemed Site) this means you will also owe it us under this Supply Agreement. We have the right to take any money you send us off any money you owe us.
- 3.8. If your Meter relates to any location other than the Site, you will be responsible for paying us for all the gas and/or electricity (or both) that is used at the other addresses.
- 3.9. You will be responsible for paying for the gas and/or electricity (or both) that is used at your Sites unless a tenant or occupier that we have authorised has taken over responsibility for the supply. You must tell us if a tenant or occupier moves into a Site and send us details of the tenant and Meter readings.
  - 3.10. All our prices and other Charges are expressed subject to UK tax or duty, including VAT and CCL.
  - 3.11. The bills which we send you may be based on Actual Meter Readings, or if we are do not have an Actual Meter Reading in respect of the relevant period at the Site, an estimated Meter reading.
  - 3.12. You must pay the money you owe in full by the date shown on the bill. If you do not pay money you owe by the due date, in addition to any other rights we may have, we shall be entitled to charge you a fee of £10 plus VAT to contribute towards the additional costs of managing your account.
  - 3.13. We may use any money you pay us, any money we owe you or any security deposit you have paid to pay off what you owe under this or any other contract.
  - 3.14. If you pay a fixed amount by direct debit, we may change the amount you pay and when you pay it, if there is any change in:
    - 3.14.1. the volume of electricity or gas consumed or which we expect to be consumed at the Site; or
    - 3.14.2. our prices
- we may also change the direct debit amount if you owe us money. We will inform you in advance of any change to direct debit payments.
- 3.15. If your bank refuses to pay us the direct debit because you do not have enough money in your account, we may change your payment arrangements immediately to cash or cheque or ask for a security deposit or Payment on Account.
- 3.16. If after you leave us or transfer your supply to a different company, we discover that any of the bills we sent you were not accurate, we will send you a new bill, which you must pay by the due date on the bill. This Condition will still apply after this Supply Agreement ends and after we have sent a final bill to you.
- 3.17. You agree to pay any Charges you owe your old supplier that are transferred to us, together with any of our and your old supplier's administration Charges.
  - 3.18. We may, at any time, ask you to pay us a security deposit or a Payment on Account.
  - 3.19. The security deposit or Payment on Account will not be included in your current account balance and will be held on trust for you and may be used to offset overdue payments from you.
  - 3.20. In the event that a receiver, liquidator, administrator or administrator receiver is appointed by or over us or any of our assets and the Agreement is terminated, you will be entitled to the return of the security deposit Payment on Account having first offset any overdue payment.
  - 3.21. We shall be entitled to use all or part of the security deposit or Payment on Account to offset overdue payments from you and if we do so we shall request a further security deposit or Payment on Account to be paid to us by the date set out in our notification to you. Where the security deposit or Payment on Account has been used and not replaced we may also terminate this Supply Agreement.
  - 3.22. You must pay the Payment on Account or the security deposit to us in full and cleared funds by the date notified by us to you for payment.

## 4. METERS AND ACCESS

- 4.1. You agree that we will make any arrangements we need to provide a Meter at each Site (unless you tell us otherwise and we have agreed). If we do agree, you will pay us for any reasonable costs or expenses and agree that we have no legal responsibility if you provide your own Meter.
  - 4.1.1. We may ask you for a Meter reading before we start supplying your gas and/or electricity.
  - 4.1.2. If we do not get an Actual Meter Reading for the date we start supplying you with gas and/or electricity, we will estimate a reading based on how much gas and/or electricity previously used at the Site.
  - 4.1.3. You shall provide us with a Meter reading at least once every Quarter.
  - 4.1.4. We have the right to use a different Meter reading from the one you give us if we read the Meter ourselves and get a reading that is different.
  - 4.1.5. If you disagree with a Meter reading we have used (either actual or estimated), you must tell us within three months of the bill that shows and has been worked out by using the Meter reading we have used. If you do not tell us within this time, we will assume you agree with the Meter reading.
  - 4.1.6. We are not responsible for any defects in a Meter or other fitting that we do not own or provide.
  - 4.1.7. You must not damage or interfere with the Meter. If you do, we will charge you our or our agent's reasonable costs to visit a Site and carry out any work that needs doing to the Meter. We will also charge you if we think you may have interfered with the Meter in order to steal gas and/or electricity.
- 4.2. When we ask, you must let us, our agents, and the Transporter or DNO visit each of your Sites so we can inspect the Meter. You must make sure it is safe for us to visit. You must let us visit your Sites if:
  - 4.2.1. for any reason that relates to your supply or Meter, pipes or wires (this includes reading, inspecting, repairing, exchanging, testing, installing, isolating or removing a Meter or stopping your supply);
  - 4.2.2. we need to inspect or test a Meter or connection we do not own or have not provided, to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
  - 4.2.3. there is a danger and we need to arrange for your supply to be turned off;
  - 4.2.4. there is an emergency or if we need to visit for any other reason and can do this legally;
  - 4.2.5. at any time, there may be a change relating to or resulting from the supply (for example if we need to change the pipes connected to the Meter); or
  - 4.2.6. we have stopped supplying your Site and we want to collect any Meter that belongs to us.
- 4.3. If you agree with us a date for our agent to attend your Site to install any Meter equipment, and you fail to allow our agent access to the necessary parts of the Site to enable installation, we may charge you a fee of £120 plus vat in respect of our administration and costs of such aborted attendance.
- 4.4. If you or we think that the Meter is not correctly recording the gas and/or electricity you use, we will choose a qualified person to test it. If the test shows that the Meter is not recording information correctly, we will replace or repair the Meter as soon as is reasonably practical and we will pay for it.
- 4.5. If we ask for the test, we will pay for it. If you ask for the test, you must pay for it before we carry it out. If the test shows that the Meter is not correctly recording the gas and/or electricity you use, we will refund the amount you paid for the test. If the Meter is working properly, we will not refund you the amount you paid for the test. We will refund you any money if you have paid for more gas and/or electricity than you should have

## 5. SUPPLY RESTRICTIONS

- 5.1. We can cease or restrict your supply, or order you to cease or restrict the amount of gas and/or electricity you use if:
  - 5.1.1. we believe somebody's life or property may be in danger;
  - 5.1.2. you do not pay your gas and/or electricity bills or are in breach of the terms of this Supply Agreement;
  - 5.1.3. we are requested to do so by Ofgem, the Transporter or the DNO;
  - 5.1.4. permitted by law or Industry Agreements to do so;
  - 5.1.5. circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to maintain supply);
  - 5.1.6. we consider that the meter is faulty, has been tampered with or is otherwise not functioning as we would require; or
  - 5.1.7. you have refused to pay a security deposit or Payment on Account we asked for.
- 5.2. We are entitled to inspect and read your Meter and stop your supply from our Site if your Meter has equipment that allows us to do so.
- 5.3. If we supply gas to you under this Supply Agreement, we only have to supply a volume of gas that is equal to the yearly amount of gas that the Transporter has registered the Site as using. And, for a Fixed-Price Site, we only have to supply that volume at the fixed-price.
- 5.4. We are not responsible for supplying gas to you at a pressure greater than the pressure shown under Section 16(1) of the Gas Act 1986 (as amended). If you need a greater pressure, you must contact us. But, we cannot guarantee that we can give you gas at a greater pressure.
- 5.5. We will take reasonable steps to make sure that the DNO does not change the voltage or frequency in your electricity supply, but we cannot guarantee that there will not be any changes.
- 5.6. We have the right to stop your transferring your supply to a new provider at any of your Sites if:
  - 5.6.1. subject to condition 3.3 it is a Fixed-Term Site and you would still be in the Fixed-Term when you wanted to transfer your supply;
  - 5.6.2. you owe us money from at least 28 days before the transfer was due to happen;
  - 5.6.3. you try to change suppliers for electricity and the new supplier does not apply for all the related Meter point administration numbers (such as for a warehouse and office at the same address);
  - 5.6.4. you ask us to stop the transfer;
  - 5.6.5. you pay by direct debit and you owe us money; or
  - 5.6.6. you owe us money under any other agreement you have with us.

## 6. AMENDMENTS

- 6.1. We may change the terms and conditions of this Supply Agreement (including our prices, conditions, payment methods and other Charges) for any Site which is not a Fixed-Price Site at any time. We will tell you about these changes which may include referring you to our website for details.
- 6.2. In relation to a Fixed-Price Site, we can change the terms and conditions of this Supply Agreement (including payment methods and terms and conditions) but cannot increase the fixed prices unless:
  - 6.2.1. there are changes in costs under any law or industry agreement;
  - 6.2.2. Condition 3.5.4, 3.6 or 5.3 applies; or
  - 6.2.3. your Meter or supply circumstances change so that the prices no longer apply (for example, you change your Meter).
- We will tell you about these changes, which may include referring you to our website for details.

## 7. SITE TRANSFER AND EXIT

- 7.1. You must provide us with not less than 28 days written notice if you are going to leave a Site permanently ("Leaving Notice")
- 7.2. The Leaving Notice must specify:
  - 7.2.1. the date you are leaving the Site; and
  - 7.2.2. your new address and phone number; and
  - 7.2.3. the name and contact details of the new owner or tenant.
- 7.3. On the date of departure from the Site, you must take a final Meter reading and tell us what it is, and we may ask you to provide proof that there is a new tenant or owner at the Site you are leaving.
- 7.4. This Supply Agreement will continue to apply to that Site and you will be responsible for all Charges for the supply at the Site until:
  - 7.4.1. you have kept to all the requirements; or
  - 7.4.2. another owner or occupier takes over the supply at the Site, which means that:
    - 7.4.2.1. we have accepted them as a customer;
    - 7.4.2.2. we accept their credit score; and
    - 7.4.2.3. they have given us a Meter reading
- 7.5. If you let or sublet a Site and you owe us money, this Supply Agreement will apply until you have paid what you owe us, even if we agree to supply the tenant under a separate contract.
- 7.6. If you are leaving the Site to move to a new address, we may agree with you that the new address will be covered by this Supply Agreement. If we agree that this Supply Agreement will apply to the new address, we will send you new Connection Details for the new address. The Charges and Connection Details for the new address will apply until this Supply Agreement ends or is renewed so it applies to the new Site as set out in this Supply Agreement.

## 8. TERMINATION OF THE AGREEMENT

- 8.1. If you have a Deemed Site, you do not have to give us notice but if you want to end this Supply Agreement, the new supplier must still register your Site successfully. Otherwise, you can end this Supply Agreement (unless it applies to a Fixed-Term Site) by giving us at least 28 days' notice and as long as you have paid us all the money you may owe us and:
  - 8.1.1. you start taking a supply from another supplier on the day the notice period ends; or
  - 8.1.2. your supply is cut off because you no longer need it.
- 8.2. If you do not comply with Conditions 8.1.1 or 8.1.2 (whichever applies to you), this Supply Agreement will continue to apply to the Site, until you have kept to all the conditions. If you have not contacted us and we receive any notice that you want a new supplier, we may contact you about this.
- 8.3. The terms and conditions for ending your contract that also apply to Fixed-Term Sites are set out in Schedule 3.
- 8.4. You must pay for all gas and electricity you use until the end of your contract. If you fail to pay any amount owed to us we may stop you switching to another supplier.
- 8.5. This Supply Agreement will end automatically for any Site it applies to if Ofgem tells another supplier to take over the supply at the Site.
- 8.6. If you do not give us an accurate Meter reading at the end of the contract, we may charge your final bill to include any energy used until the first Actual Meter Reading we take at the Site after the contract has ended. We will visit the Site to check how much energy you have actually used.
- 8.7. We can terminate this Supply Agreement:
  - 8.7.1. for any reason and at any time by giving you at least 30 days' notice (unless the contract is for a Fixed-Term Site);
  - 8.7.2. immediately when we give you written notice for the same reasons as we can suspend or stop supply under Condition 5.1;
  - 8.7.3. as set out in Condition 3.5.2;
  - 8.7.4. as set out in Condition 3.21;
  - 8.7.5. immediately on written notice if we consider that you have ceased or are about to cease trading;
  - 8.7.6. if the Transporter or the DNO (or someone else on their behalf) isolates the Meter, removes the fuse from the Meter, or disconnects the Meter at the Site;

- 8.7.7. if it would be unlawful to continue to supply electricity and/or gas to you;
- 8.8. If this Supply Agreement ends for any reason, neither of us will lose any of the rights we have gained under this Supply Agreement. But, if you have money (credit) left on your account after we have told you the final amount that you owe, we do not have to pay you this money back if:
- 8.8.1. we have already made a reasonable effort to pay you the money before the contract ended and 12 months has gone by since we told you of the final amount we owed you; or
- 8.8.2. we cannot send the money we owe to you because you have not given us a forwarding address and 12 months has gone by after the contract has ended.
9. RESPONSIBILITY FOR LOSS OR DAMAGE
- 9.1. We shall be liable for death or personal injury caused by our negligence (or that of our agents). We shall also be liable where we have acted fraudulently.
- 9.2. We will not be legally responsible if you suffer any loss of actual or expected profit, income, business contracts, production, goodwill or other financial loss, any indirect loss or damage, or any loss or damage if you have special circumstances.
- 9.3. If the Transporter or DNO is responsible for any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.
- 9.4. Notwithstanding the above, we will not pay you more than £100,000 in total for any claims you have against us while we are or were your supplier.
- 9.5. We will not be legally responsible for any loss arising from your own breach of this Supply Agreement.
10. GENERAL PROVISIONS
- 10.1. You may not transfer any of your rights or responsibilities under this Supply Agreement to another person without getting our written permission first.
- 10.2. We can transfer all or any part of this Supply Agreement to another supplier.
- 10.3. Any notice we give you or you give us must be in writing and delivered by hand, by first-class post, by fax or by e-mail.
- 10.3.1. You and we will consider notices delivered by hand to have been received when they are delivered.
- 10.3.2. If you and we send letters by first-class post, you and we assume the letters have arrived within two days of posting them.
- 10.3.3. You and we will consider notices by e-mail or fax to have been received on the day they were sent.
- 10.4. Even if your name is not correct on the notice we send, we will still assume you have received it, unless you have told us about our error in the past and we have still not updated our records in a reasonable time.
- 10.5. Any notices you give us must be in writing only. You should send them to Customer Services, Axis Telecom Limited, Shirethorn House, Prospect Street, Hull, HU2 8PX.
- 10.6. The laws of England and Wales apply to this Supply Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).
- 10.7. You hereby irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Supply Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 10.8. If, at any time, we do not enforce any part of this Supply Agreement, this will not stop us from doing so in the future.
- 10.9. If a court thinks a part of this Supply Agreement is not valid, the rest of the contract will not be affected.
- 10.10. This Supply Agreement applies to electricity supplies provided in the circumstances set out in paragraph 3 of Schedule 6 of the Electricity Act 1989.

#### 11. NATIONAL TERMS OF CONNECTION

- 11.1. If we supply you with electricity under this Supply Agreement, you are also entering into a standard connection agreement for your electricity with your local electricity DNO as described below, where 'your supplier' means us. There is no similar agreement for gas.
- 11.2. Your supplier is acting on behalf of your DNO to make an agreement with you. The agreement is that you and your DNO both accept the National Terms of Connection (NTC) and agree to keep it to its conditions. This will happen from the time that you enter into this Supply Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the connection at which DNO delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association  
6th floor  
Dean Bradley House  
52 Horseferry Road  
London  
SW1P 2AF

Phone: 0207 706 5137

WebSite: www.connectionterms.co.uk

#### SCHEDULE 1 – DEFINED TERMS

In this Supply Agreement, the following expressions have the following meanings:-

Expression	Meaning
Actual Meter Reading	Where we or an appointed agent read the Meter at the Site or where you have provided us with accurate data in respect of the Meter reading at the Site;
Charges	Any amounts payable to us under this Supply Agreement;
Climate Change Levy (CCL)	Has the meaning set out in Schedule 6 of the Finance Act 2000;
Connection Details	The document that we issue to you which gives details about your Site or Sites and your personal details, price and term (if any);
Deemed Contract	A Supply Agreement formed as a result of the application of Schedule 2B paragraph 8(1) of the Gas Act 1986 and/or Schedule 6 paragraph 3(1) of the Electricity Act 1989 arising in circumstances where we supply electricity and/or gas to premises other than under a contract we have agreed with you;
Deemed Prices	prices we charge you (as described in Condition 3.4). We will change the Deemed Prices from time to time;
Deemed Site	the Site or Sites this Supply Agreement applies to in the circumstances set out in Condition 2.6;
DNOT	he organisation licensed by the Department for Energy and Climate Change to manage the electricity distribution network for your area;
Extension Period	the period of time we will renew a Fixed-Term Site for if you do not end it as described in Condition 1.1 and 2.1 of Schedule 3;
Extension Statement	A statement (in the format contained in Condition 3 of Schedule 3) containing information about your contract including the date it ends, details of how you can renew or end it and the latest date by which we must receive your notice to end this contract;
Fixed-Price Site	A Site where you pay a fixed price for your gas and/or electricity for a certain amount of time;
Fixed Term	The Initial Period and any Extension Period in relation to such Initial Period;
Fixed-Term Site	A Site for which we have agreed a fixed term, a Site which has been switched to a fixed term under Condition 2.4 or 3.4 of Schedule 3, or any Fixed-Term Site for which the term has been renewed or extended;
Initial Period	The initial fixed period of time that you pay a fixed amount for your gas and/or electricity and that applies to a Fixed-Term Site or Sites;
Industry Agreements	All agreements, Ofgem Licences, authorisations and codes or procedures relating to supplying gas and/or electricity to the Site
Leaving Notice	The notice you must give us under condition 7 if you are moving out of a Site;
Meter	The meters and equipment for measuring and providing information on the gas and electricity you use;
Micro-Business	A business which meets all the following conditions <ul style="list-style-type: none"> <li>• does not use more than 100,000 kWh of electricity a year;</li> <li>• does not use more than 293,000 kWh of gas a year;</li> <li>• has fewer than 10 employees (or their full-time equivalent); and</li> <li>• has yearly turnover or yearly balance sheet total of not more than £2 million;</li> </ul>
Ofgem	The Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain;
Ofgem Licence	The Ofgem Licences that Ofgem give to us to allow us to supply gas and/or electricity;
Payment on Account	An advance payment from you to us prior to the commencement of the supply of electricity and/or gas under this Supply Agreement in such sum as we think reasonable;
Site	Each of the properties we supply gas and/or electricity (or both) to under this Supply Agreement;
Standing Charge	The daily charge that you pay us to keep the Site connected to the gas and/or electricity supply (or both), however much gas and/or electricity you use;
Supply Agreement	This contract formed between you and us for the supply of electricity and/or gas, including any Deemed Contract between us that may exist;
Supply Period	The period that we supply gas and/or electricity to you under this Supply Agreement;
Transporter	The organisation licensed to deliver gas through the pipes to the Site;
VAT	Value added tax as described in the Value Added Tax Act 1994;
We / us / our	Axis for Business, a trading style of Axis Telecom Limited (CN 4343227) whose registered office is at Suite E, Shirethorn House, 37-42 Prospect Street, Kingston upon Hull, HU2 8PX; and
You / your	The customer to whom we supply gas and/or electricity under the Supply Agreement.

#### SCHEDULE 2 – DATA PROTECTION

1. We may use information about you to:
- 1.1. identify you when you contact us so that we know exactly who we are speaking to;
- 1.2. offer you accounts, services and products from time to time (we may do this using an automatic scoring system, which also uses information about you from other agencies, including credit-reference agencies);
- 1.3. help run, and contact you about improving the way we run, any accounts, services and products we have provided before, provide now or in the future (we may contact you by e-mail or text message, if you have given us these contact details);

- 1.4. create statistics, test computer systems, analyse customer information and create marketing opportunities (including using information about what you buy from us and how you pay for it, for example, the amount of gas and/or electricity you use and any discounts we have offered you);
- 1.5. help to prevent and detect fraud or loss; and
- 1.6. contact you in any way (including by post, e-mail, phone, text, multimedia message or visiting you) about products and services we and our partners offer.
2. We may allow other people and organisations to use information we hold about you:
- 2.1. to provide services you have asked for;
- 2.2. as part of the process of selling one or more of our businesses;
- 2.3. to help to prevent and detect debt, fraud or loss (if you do not pay your debts, we may transfer your debt to another organisation and give them details about you and that debt);
- 2.4. to meet our regulatory obligations; or
- 2.5. as part of current or future legal proceedings;
- From time-to-time, these other people and organisations may be outside the European Economic Area (EEA) in countries that do not have the same standards of protection for personal information as the UK.
3. We may also let companies in our group use your information to carry out any of the functions above.
4. We may use your information to help train our staff. We may also monitor and record any communication we have with you (including phone conversations and e-mails) to make sure we are providing a good service and to make sure we are meeting our legal and regulatory duties.
5. You agree that we can ask your previous supplier for information that will allow us to take over your supply, such as information about Meter readings and equipment or Charges you owe your previous supplier. You agree that we can provide information we hold about you (such as information about Meter readings, equipment or money you owe us) to your new supplier so that they begin supplying you.
6. We will check your details with one or more credit-reference and fraud-prevention agencies to help us make decisions about your ability to make payments, the goods and services we can offer you and help us manage your account.
7. We may ask credit-reference and fraud-prevention agencies for information about you, your business, any people you are applying with as well as directors of your business – if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this. If you provide false or incorrect information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies.
8. We may from time to time, contact credit-reference agencies and fraud-prevention agencies to carry out credit and financial searches to help us manage your account with us. Organisations from other countries may use the information recorded by fraud-prevention agencies.
9. If you give us information on behalf of someone else, you confirm you have given them the information set out in this Supply Agreement, and that they have given permission for us to use their personal information in the way we have described in this Schedule.
10. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this Supply Agreement.

#### SCHEDULE 3 - EXTRA TERMS FOR FIXED TERM SITES

The following shall apply to Fixed-Term Sites Only

##### 1. RENEWING OR ENDING THE FIXED TERM (NOT MICRO BUSINESSES)

The following terms will apply to each Fixed-Term Site for businesses that are not Micro-Businesses.

- 1.1. At the end of the Initial Period, the Fixed-Term will be automatically extended for that Site for one year or for any other time we tell you about. This is called the 'Extension Period'.
- 1.1.1. The Extension Period will begin the day after the Initial Period ends.
- 1.1.2. The same terms and conditions and Charges will apply to the Site in the Extension Period unless we tell you that they have changed.
- 1.1.3. If the terms and conditions or the Charges are due to change in the Extension Period, we will let you know in writing at least 120 days before the end of the Initial Period or Extension Period.
- 1.1.4. If you do not want to accept the new terms and conditions or Charges, you must end the contract in relation to that Site in line with Condition 1.2 below.
- 1.2. You may end this Supply Agreement for any Site at the end of the Initial Period or Extension Period by giving us notice in writing, at least 90 days but not more than 120 days before the end of the Initial Period or Extension Period for that Site such notice to expire at the end of the Initial Period or Extension Period. If you end the Supply Agreement other than in accordance with this Condition 1.2 of this Schedule or Condition 3.3 above, we may charge you a termination fee by way of liquidated damages as set out in Condition 4 of this Schedule below.
- 1.3. When you have given us notice, we can negotiate new Connection Details for that Site or you can choose a new supplier to take over your supply when the Initial Period or Extension Period ends.
- 1.4. If you agree to transfer the supply at the Site to another supplier, and you have not ended your contract with us at that Site under Condition 1.2 of this Schedule, you must help us to object to the other supplier about the transfer if we ask you to, by contacting them and explaining that you have not ended the contract with us.
- 1.5. In the following circumstances we are entitled to charge you higher prices.
- 1.5.1. If you have not changed supplier or agreed new Connection Details with us for any Site once the Initial Period or Extension Period ends.
- 1.5.2. If we end this Supply Agreement under Condition 8.7.2 or 8.7.5 or because there is a problem with your credit score (see Condition 3.5.4).
- 1.5.3. In accordance with Condition 3.3.
- If we charge higher prices in this way, this Supply Agreement will still apply. You will be able to end this Supply Agreement for that Site if you keep to Condition 8. We have the right to switch the Site to a Fixed-Term Site by giving you written notice at any time if you have not kept to Condition 8.

##### 2. RENEWING OR ENDING THE FIXED TERM (MICRO BUSINESSES)

- The following terms will apply to each Fixed-Term Site for Micro-Businesses.
- 2.1. At the end of the Initial Period, the Fixed-Term will be automatically extended for that Site for one year or for any other time we tell you about. This is called the 'Extension Period'.
- 2.1.1. The Extension Period will begin the day after the Initial Period ends.
- 2.1.2. Approximately 120 days before the end of the Initial Period or Extension Period we will send you an Extension Statement and the up to date terms and conditions which will apply to the Extension Period.
- 2.1.3. If you want to end the contract in relation to that Site you must do so in line with Condition 2.2 of this Schedule below.
- 2.2. You may end this Supply Agreement for any Site at the end of the Initial Period or Extension Period by giving us notice in writing at any time before the end of the Initial Period or Extension Period but we must receive your notice at least 90 days before the end of the Initial Period or Extension Period. If you end the Supply Agreement other than in accordance with this Condition 2.2 of this Schedule or Condition 3.3 above, we may charge you a termination fee by way of liquidated damages as set out in Condition 4 of this Schedule below.
- 2.3. When you have given us notice, we can negotiate new Connection Details for that Site or you can choose a new supplier to take over your supply when the Initial Period or Extension Period ends.
- 2.4. If you agree to transfer the supply at the Site to another supplier, and you have not ended your contract with us at that Site in line with Condition 2.2 of this Schedule, you must help us to object to the other supplier about the transfer if we ask you to, by contacting them and explaining that you have not ended the contract with us.
- 2.5. In the following circumstances we are entitled to charge you higher prices.
- 2.5.1. If you have not changed supplier or agreed new Connection Details with us for any Site once the Initial Period or Extension Period ends.
- 2.5.2. If we end this Supply Agreement under Condition 8.7.2 or 8.7.5 or because there is a problem with your credit score (see Condition 3.5.4).
- 2.5.3. In accordance with Condition 3.3.
- If we charge higher prices in this way, this Supply Agreement will still apply. You will be able to end this Supply Agreement for that Site if you keep to Condition 8. We have the right to switch the Site to a Fixed-Term Site by giving you written notice at any time if you have not kept to Condition 8.

##### 3. STATEMENT OF TERMS (MICRO BUSINESSES)

- The following terms will apply to each Fixed-Term Site for Micro-Businesses.
- 3.1. Fixed-term contracts will end on the last day of the Initial Period or Extension Period. Your Connection Details will say the length of the current Initial Period or Extension Period.
- 3.2. Before the end of an Initial Period or Extension Period we will write to you with your prices and contract terms and conditions for the next term. To accept these prices and contract conditions, you don't need to do anything. We will automatically renew your contract on these prices.
- 3.3. If you do not want to enter a new contract for the next term we must receive a written notice from you to end your Fixed-Term contract at least 90 days before your contract term ends, such notice to expire at the end of the Fixed Term. If you end the Supply Agreement other than in accordance with this Condition 3.3 of this Schedule or Condition 3.3 above, we may charge you a termination fee by way of liquidated damages as set out in Condition 4 of this Schedule below.
- 3.4. If you send a notice in line with Condition 3.3 of this Schedule and don't agree another contract term with us or arrange to change supplier, we will increase your Charges as described in Condition 2.5 of this Schedule, so you may end up paying more than you need to.

##### 4. TERMINATION FEE

- 4.1. If you terminate the Supply Agreement with us before the end of the Fixed Term other than in accordance with Condition 1.2 above, we may charge you a fee equivalent to the following:-
- 4.2. Early Termination Fee = ((EAC / 12) x duration of Fixed Term (in months)) – TAC

Where

EAC = the estimated annual electricity and/or gas consumption calculated by us based on the volumes of electricity and gas purchased from us in the Fixed Term prior to termination of the Supply Agreement; and

TAC = the total volume of electricity and/or gas purchased from us during the Fixed Term prior to termination of the Supply Agreement

4.3. The Early Termination Fee calculated under condition 4.2 of this Schedule shall be paid by you within 30 days of the date of invoice in respect of the same.