



AFFILIATEDUTILITIES

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Affiliated Utilities (AU) Terms of Service

Terms of Agreement

- 1. Appointment of AU:** By either returning a signed Letter of Authority (LOA) to AU or by continuing to engage with AU's products, services, or any associated offerings, the Customer agrees to the terms of this Agreement.
- 2. Customer's Obligations:** The Customer undertakes to inform AU promptly of the following: a change in tenancy (COT) of the Customer, any significantly increased or decreased electricity or gas requirements at the Customer's premises, any invoicing or billing anomalies, ensuring that the bill/invoice is from the correct Supplier and reflects the agreed rates in the supply agreement, if the Customer's business changes hands or another party assumes financial responsibility, if the Customer's business has ceased trading or the Customer enters into any form of insolvency procedure, and any other information that AU may reasonably request and which it considers relevant to any existing or new Supply Contract, e.g., a significant change in credit rating or outstanding debt on relevant Supply Number.
- 3. Fees and Commissions:** AU receives payments from energy Suppliers, who pay a commission to AU once a new Supply Contract successfully begins. This commission is added to the unit rate the Supplier charges to the Customer. The Customer can request the value of this commission at any time for each Supply Contract arranged. If the Customer is a micro-business as determined by the relevant Ofgem regulations, the value of the commission shall appear on the supply contract.
- 4. Procurement Process:** AU will undertake the following procurement process: AU will use all reasonable endeavours to secure a new Supply Contract on behalf of the Customer. The Customer shall provide its complete portfolio information, including a full MPR/MPAN list, postcodes, addresses, current contract start and end dates, and a Letter of Authority. Affiliated Utilities will collate the data and apply for all necessary half-hourly data. At its discretion, AU will send the tender to various Suppliers or a single Supplier if AU thinks that the Supplier will be the best fit for the Customer.
- 5. Market Volatility:** The energy market is volatile, and prices/rates can change within hours. Suppliers may withdraw offered rates at any time.
- 6. Transfer to Different Supplier:** A request to transfer the supply to a different Supplier will be objected to by the current Supplier if there are still outstanding payments to be made. The Customer undertakes to settle any outstanding payments with the incumbent Supplier as soon as possible.



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7. Limitation of Liability and Disclaimer of Fiduciary Duty: AU shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement. AU shall not be liable for any direct or indirect loss, claim, or damage. The total liability of AU to the Customer shall be limited to the lesser of the amount of the Commission Payment received by AU, the commission fee earned by AU from the Supplier as a result of securing and finalizing the contract between the Supplier and the Customer, and 20% of the average annual commissions earned by AU under the contract. **Disclaimer of Fiduciary Duty:** The Customer expressly acknowledges and agrees that no fiduciary relationship exists between the Customer and AU. The Customer understands and accepts that it is responsible for its own decisions, actions, and choices related to the services provided by AU and shall not rely on AU for financial, legal, or other professional advice. **No Warranty:** AU makes no express warranties and expressly disclaims any implied warranties concerning the performance of Services to the extent permissible by law. **Release and Indemnification:** To the fullest extent permitted by applicable law, the Customer releases and discharges AU from any claims, liabilities, actions, or demands, including legal fees and expenses, arising out of or in connection with the services provided and agrees to indemnify and hold AU harmless against any such claims or demands brought by third parties.

8. Good Faith and Representations: AU will act in good faith on behalf of the Customer. However, AU shall not be liable for any financial loss resulting from representations made by AU, the Customer, or the Supplier that prove to be inaccurate or misleading, any adverse consequences resulting from missed communications between the parties, any adverse consequences resulting from the failure to follow up on specific actions, requests, or instructions, as long as AU has acted reasonably and by industry standards, and any adverse consequences arising from a lack of clarity in any communication between the Customer, AU, and Suppliers. The interpretation of communication shall be construed in AU's favour unless expressly agreed otherwise.

9 Force Majeure: AU shall not be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of nature, government actions, labour strikes, or other force majeure events.

10. Data Accuracy: AU relies on data provided by the Customer or third-party sources for procurement decisions. AU shall not be liable for inaccuracies or errors in such data, and the Customer acknowledges that data accuracy is subject to limitations.

11. Supplier Actions: AU shall not be liable for any actions or failures to act by Suppliers, including but not limited to billing errors, disruptions in energy supply, or changes in contract terms. AU is an intermediary between the Customer and Suppliers and does not control Supplier actions.

12. Market Fluctuations: AU shall not be liable for any financial losses incurred due to market fluctuations, changes in energy prices, or economic conditions. The Customer acknowledges that energy markets are subject to volatility.

13. Interruptions and Delays: AU shall not be liable for interruptions or delays in the procurement process, which may impact the timing of Supply Contracts. AU will use reasonable efforts to minimize



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such interruptions or delays. Suppliers charge excessive out-of-contract rates from the date a contract ends. We cannot be responsible for any consequences arising from terminating or failing to give notice of termination of your supply contract. There may be occasions where, despite submitting the contract, the supply transfer is delayed or not transferred, and the contract does not 'go live' on its start date. Once AU has submitted the contract, the execution of the contract or part thereof is the responsibility of you and the Supplier. We cannot be held responsible for any action or omission by the Supplier, delay or non-transfer of the supply, or failure for the contract not going live for whatever reason or howsoever caused.

14. Third-Party Claims: AU shall not be liable for claims or disputes arising from interactions between the Customer, AU, and third parties, such as energy Suppliers or regulatory authorities. The Customer is responsible for resolving such claims or disputes.

15. Unauthorized Actions: AU shall not be liable for any unauthorized actions or decisions made AU, the Customer or any third parties acting on their behalf.

16. Regulatory Changes: AU shall not be liable for any adverse consequences resulting from changes in energy regulations, tariffs, or government policies beyond AU's control. The Customer is responsible for adapting to regulatory changes.

17. Disclaimer of Warranty: AU makes no warranties or representations, whether express or implied, regarding the results or outcomes of the procurement process or the suitability of specific Supply Contracts. AU provides services based on available information and market conditions. We do not warranty the accuracy or completeness of the content, data, or information in any communication.

18. Legal Compliance: The Customer acknowledges that they are responsible for ensuring compliance with all applicable laws, regulations, and contractual obligations related to energy supply. AU will act by applicable laws but does not assume liability for the Customer's legal compliance.

19. Additional Disclaimers: Severability Clause: If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or any other jurisdiction. However, this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein. Such provisions shall be reformed to be valid, legal, and enforceable to the maximum extent applicable

law permits. **Governing Law:** This Clause shall be governed by and construed by the laws of England and Wales, and any disputes arising out of or in connection with this Clause shall be subject to the exclusive jurisdiction of the courts of England and Wales. **Amendment of Agreement:** AU retains the authority to revise or modify this Agreement at its exclusive discretion. The Customer is responsible for consistently reviewing the Agreement for any revisions or alterations, which will be made available through the terms of service link provided in AU's emails.