



These Terms and Conditions apply when we, Peritus Energy and Water Limited, a company registered in England and Wales under number 11165204, whose registered address is at 17-19 St. Georges Street, Norwich, England, NR3 1AB (“the Broker/we/us/our”) are appointed to provide our Services. We do not supply our Services to consumers (as defined in the Consumer Rights Act 2015).

1. **Definitions:** In these Terms and Conditions, the following expressions have the following meanings:

“**Client/You/Your**” means the business to which our Services are to be provided. Where an individual enters into this Contract and/or the Supplier Contract on behalf of a business, that person confirms they have the authority to do so and to contractually bind that business;

“**Contract**” means the contract formed between you and us when the letter of authority is completed and signed in order to appoint us as your Broker. The Contract will incorporate, and be subject to, these Terms and Conditions;

“**Contract Term**” means the period starting on the date the Contract comes into force, and continuing for the minimum stated term;

“**Pricing Recommendation**” means the written proposal of recommendation for different Suppliers.

“**Services**” means the introduction of Supplier(s), the arrangement of the Supplier Contract with your chosen Supplier, advice on savings and any other services to be provided by us to you;

“**Supplier**” means any Supplier which provides energy, new connections and/or water to you under a Supplier Contract; and

“**Supplier Contract**” means the contract you will enter into with the Supplier directly for the provision of energy, new connections and/or water. This will be subject to different terms and conditions to those set out here.

- 1.1 Any reference in these Terms and Conditions to:

1.1.1 “writing” or “written” includes emails;

1.1.2 you or us includes our respective employees, sub-contractors and introducers;

1.1.3 any statute or provision of a statute will be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

- 1.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

- 1.3 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

- 1.4 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

2. **The Contract:** Once you complete and return the letter of authority to us, a legally binding Contract will be formed between you and us which will incorporate, and be subject to, these Terms and Conditions.

3. **Termination:** The Contract between you and us will continue in force for the duration of the Contract Term. Either party may terminate the Contract at any time by giving written notice to the other. Please note this will not terminate the Supplier Contract, which is subject to separate terms.

#### 4. Our Obligations

- 4.1 The Services we provide are a paid service, for Supplier Contracts we collect our fees for these Services by uplifting the energy price and collecting a commission directly from your chosen Supplier which is stipulated in the Pricing Recommendation.

- 4.2 For our consultation Services around energy and water savings advice we look at the estimated savings for the next 12 months and our fees are based on 50% of these estimated savings.

- 4.3 For our consultation Services around energy and water refunds advice we look at the actual savings achieved and our fees are based on 50% of these savings.

- 4.4 Our Services will be as set out in the signed letter of authority.

- 4.5 We may also quote to provide you with additional, chargeable Services. We will obtain your written approval to proceed with such chargeable works which will be subject to separate terms and conditions. All invoices are payable in full within 30 days from the date of invoice.

#### 5. Your Obligations

- 5.1 You agree to provide us with such information and authorisation as we may need, in sufficient time for us to be able to provide our Services.

You confirm that the information you provide will be accurate and complete and that you are acting with the authority necessary to enter into your chosen Supplier Contract after receiving the Pricing Recommendation.

- 5.2 We will present various options to you for Supplier Contracts. It is your sole responsibility to read such Supplier Contracts fully and to choose the Supplier Contract you consider to be most appropriate. The decision rests with you and we will have no responsibility for this.

#### 6. Liability

- 6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of this Contract or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 6.2 Nothing in this Contract seeks to exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

- 6.3 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

- 6.4 You acknowledge that, in entering into this Contract, you do not rely on any representation, warranty or other provision except as expressly provided in the Contract. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7. **Data Protection:** Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments thereto.

#### 8. Relationship of the Parties

- 8.1 Nothing in the Contract will create, or be deemed to create, a partnership, employment or agency relationship between you and us. We will act only as your Broker and we will not be an agent of yours or the Supplier's in any capacity.

- 8.2 Neither party will have (or will hold itself out as having) any authority or capacity whatsoever to bind the other party in any way or incur any form of liability on the other party's behalf.

#### 9. Other Important Terms

- 9.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.

- 9.2 We may, without your prior consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract.

- 9.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such party will be entitled to enforce any provision of the Contract.

- 9.4 These Terms and Conditions together with the Contract contain the entire agreement between you and us and can only be modified if this is agreed in writing between us.

- 9.5 If either party fails to exercise their rights under the Contract, or fails to enforce their rights following a breach of contract by the other party, it is a one-off, not a waiver, and does not mean they waive their right to subsequently do so.

- 9.6 Should one or more of the provisions of this Contract be found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) will be deemed severed from the remainder of the Contract, which will remain valid and enforceable.

- 9.7 Notices will be deemed to have been duly received and properly served 24 hours after an email is sent, or 3 working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address.

- 9.8 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, and any subsequent amendments to them. We may need to share your details with third parties such as Suppliers, credit reference agencies, or to comply with our regulations, however, we will do so only in accordance with the data protection legislation.

10. **Law & Jurisdiction:** These Terms and Conditions will be governed and construed in all respects in accordance with the laws of England and Wales, and each party submits to the exclusive jurisdiction of the courts of England and Wales.