



Terms & Conditions

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1) Defined Terms

- 1.1 The Supply Contract shall consist of these Terms and Conditions and the Schedule. These Terms and Conditions govern the Supply of electricity to Your Nominated Electricity Supply Point at a Premises occupied by You or over which You have control.
- 1.2 Defined terms used in these Terms and Conditions are set out below:

Advance Payment Channels	The means by which Tomato Energy has agreed that the Customer can pay its Bill.
Agreed Usage	The amount of electricity usage that the Customer has anticipated and Tomato Energy has agreed will be used each month.
Bill	A document provided to the Customer on a monthly basis, setting out the amount of money which the Customer owes to Us and including a breakdown of Our charges.
Customer Reference	The individual reference number provided to each Customer upon registering with Tomato Energy.
DCC	Smart DCC Limited (a company incorporated in England and Wales with company number 08641679), also known as the Data Communications Company.
Deadlock Letter	The letter which Tomato Energy will issue to the Customer if, following a complaint and subsequent investigation, it cannot do anything further to assist with the complaint. The letter will provide the Customer with the Energy Ombudsman's contact details and inform the Customer that they can now contact the Energy Ombudsman, where eligible.
Effective Supply Date	The final confirmed Supply Start Date as set out in Clause 2.6.
Existing Supplier	The company supplying electricity to the Customer at the time when the Customer registers to receive its supply from Tomato Energy.
Energy Ombudsman	The independent organisation or authority that helps resolve disputes between energy consumers and energy suppliers by acting as a free neutral third party to investigate the complaints, mediate and find fair resolution.



Force Majeure Event	Any event or circumstances which is beyond the reasonable control of a party and which results in or causes the failure of that party to perform any of its obligations under the Supply Contract (although an increase in cost alone shall not constitute a force majeure event).
Industry Stakeholders	Any individual, organisation, or entity which has a vested interest or is directly affected by events in the UK energy market.
Insolvency Situation	Administration, liquidation (voluntary or compulsory), the inability of the Customer to pay its debts within the meaning of the Insolvency Act 1986, a threat by the Customer not to pay its debts as they fall due, the entry by the Customer into any composition or arrangement with its creditors, or attempts by the Customer to enter into any composition or arrangement with its creditors (including communications with its creditors to seek to do so).
Material Obligations	Tomato Energy's obligation to supply the Customer with electricity, and the Customer's obligation to pay for the Supply of electricity in accordance with the terms of the Supply Contract.
Micro-Business	A business which employs fewer than 10 employees (or their full-time equivalent) and has an annual turnover or balance sheet no greater than €2 million; or uses no more than 100,000 kWh of electricity per year.
Monthly Billing Period	The period of one month in respect of which the Customer will receive a Bill for their electricity usage.
Nominated Contacts	Secondary and/or emergency contacts nominated by the Customer as points of liaison in addition to the Primary Contact.
Nominated Electricity Supply Point	The Electricity Meter nominated by the Customer as the point via which Tomato Energy will supply Electricity to the Premises.
Out-of-contract Tariff	The rate at which electricity will be supplied by Tomato Energy to the Customer after the end of the Term, unless the Supply Contract has been renewed, or a new Supplier will take over the Supply in accordance with Clause 5.6.
Premises	Any part of any land, building or structure that the Customer wishes to be supplied under this Supply Contract, and at which the Supply is used wholly or mainly for business purposes.
Primary Contact	The Customer's primary point of liaison via which Tomato Energy may contact the Customer.



Review Date	The date every 3 months when Tomato Energy's electricity prices will be reviewed for Customers not on a fixed term tariff in accordance with Clause 9.3.
Schedule	A document containing details specific to each Customer and which, together with these Terms and Conditions, comprises the Supply Contract.
Security Deposit	A sum of money which Tomato Energy may ask the Customer to pay at any point, and which Tomato Energy will return in full at a later date, provided that Tomato Energy has no reason to deduct any amount from the initial sum given.
Supplier	A company supplying electricity.
Supply	The supply of electricity being supplied under this Contract.
Supply Contract	The terms governing Tomato Energy's supply of electricity to each Customer, consisting of these Terms and Conditions and the Schedule.
Supply Contract End Date	The last inclusive date when Tomato Energy supplies electricity to the Nominated Electricity Supply Point pursuant to the Supply Contract.
Supply Contract Start Date	The date on which the Customer's Supply Contract was signed or deemed to be signed, as set out in Clause 3.1.
Term	The period for the duration of which Tomato Energy will supply electricity to the Customer, to last for the number of years, months and days from the Effective Supply Start Date up to and including the Supply Contract End Date as specified in the Schedule, as set out in Clause 5.1.
We, Us, Our	Tomato Energy Limited (a company incorporated in England and Wales with company number 09735768).
Welcome Pack	The set of documents provided to customers upon entering into a Supply Contract with Tomato Energy, including the Supply Contract itself (which consists of these Terms and Conditions and the Schedule).
You, Your, Yourself	The Customer.



2) Supply Start Date and Effective Supply Start Date

- 2.1 The Supply Start Date is the date when We aim to start Our Supply of electricity to Your Premises. If You have requested a Supply Start Date as soon as possible, it will be a date chosen by Us. Otherwise, the Supply Start Date will be the date when You have requested that Your Supply starts. We cannot guarantee that the Supply Start Date will be the date that You request. We will advise You of Your Supply Start Date and the Effective Supply Start Date in writing in accordance with Clause 2.7.
- 2.2 If Your Existing Supplier objects to Us taking over Your Supply, We will inform You using the contact details which You have provided. Your Supply Start Date will depend on how quickly any such objections can be resolved between You and Your Existing Supplier.
- 2.3 It shall be Your responsibility to resolve any objections raised by Your Existing Supplier before any further attempts to switch Supply are made.
- 2.4 Where Your Existing Supplier raises any objections, and in the event of any other dispute between You and Your Existing Supplier, it shall be Your responsibility to provide Us with a new proposed Supply Start Date or, alternatively, authorisation to commence Your Supply as soon as possible, once any objections from/disputes with Your Existing Supplier have been resolved.
- 2.5 If You appear to be registered with Us and another Supplier at the same time, We will inform You, but it will be for You to resolve the issue, and We will not be under any liability in respect of Your Electricity Supply unless and until that issue is resolved, and We are Your sole Supplier.
- 2.6 The Effective Supply Start Date shall be the final confirmed supply start date once any objections from Your Existing Supplier have been resolved and the appointment of all Industry Stakeholders has been finalised following such resolution.
- 2.7 Your Effective Supply Start date shall be confirmed to Your Primary Contact via one of Your provided contact methods as part of Your Welcome Pack.

3) Contract Start Date

- 3.1 The Supply Contract Start Date is the date at which Your Supply Contract is deemed by Us to have been signed by You. If You have signed up for Our services online, the Supply Contract Start Date will be the date on which Your Supply Contract was received by Us via Our online submission form. If You have signed up for Our services via email (either independently or via Your third-party representative), the Supply Contract Start Date will be the date when We receive an email attaching Your signed Supply Contract. We shall notify You of the date which We deem to be the Supply Contract Start Date in the Schedule enclosed with these Terms and Conditions.
- 3.2 Where a government incentive or rebate scheme exists, any applicable discounts shall be applied from the relevant Supply Contract Start Date, not the Supply Start Date or the Effective Supply Start Date.



4) Supply Contract End Date

- 4.1 The Supply Contract End Date shall be the last inclusive date when We supply electricity to the Nominated Electricity Supply Point pursuant to these Terms and Conditions. We shall notify you of the Supply Contract End Date in the Schedule enclosed with these Terms and Conditions.
- 4.2 If You are intending to move to a new tariff arrangement or to switch to a different Supplier, You must provide Us with notice of this at least 30 days before the end of Your Term. If You fail to do so, Our Out-of-Contract Tariff will apply automatically following the end of Your Term, unless and until you move to a new tariff arrangement or switch to a different Supplier.

5) Supply and term

- 5.1 Your Term will last for the number of years, months and days from the Effective Supply Start Date up to and including the Supply Contract End Date as specified in the Schedule, unless it is terminated in accordance with Clause 14 below.
- 5.2 For the duration of the Term, We shall supply electricity to Your Nominated Electricity Supply Point up to the relevant Agreed Usage provided that it is already connected to the electricity distribution system, and provided that You do not already have a contract with anyone else for supplying the same type of energy at the Premises.
- 5.3 Unless You notify Us otherwise, the electricity delivered to Your Premises will be as specified in the Schedule.
- 5.4 With effect from the Effective Supply Start Date, all electricity passing through the Nominated Electricity Supply Point shall be deemed to be supplied under the terms of this Supply Contract, and the title and risk in that electricity shall pass to You at the Nominated Electricity Supply Point.
- 5.5 In the event that You exceed the Agreed Usage at any Nominated Electricity Supply Point, You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of, and as a result of, that excess.
- 5.6 All electricity supplied to the Nominated Electricity Supply Point after the Term shall be supplied at Our Out-of-Contract Tariff Rate unless a Renewal Contract has been signed prior to the Supply Contract End Date or a new Supplier has a registration to take over Your supply on the next calendar day after the Supply Contract End Date.
- 5.7 We reserve the right to commence communications regarding Supply Contract Renewal with You at any time before the Supply Contract End Date.



6) Contact Details and Representative

- 6.1 Before the Supply Contract Start Date, You shall provide Us with the following details in the designated form provided on our website as part of the signing-up process:
 - 6.1.1 Your full name;
 - 6.1.2 The registered business name and the Companies House number of Your business;
 - 6.1.3 Your postal address;
 - 6.1.4 Your email address;
 - 6.1.5 The Meter Point Administration Number (MPAN);
 - 6.1.6 Where the Nominated Electricity Supply Point is a commercial half-hourly meter, the agreed kilo Volt Ampere (kVA);
 - 6.1.7 A copy of the signature of Your authorised signatory. This should be a person with authority to act on behalf of Your business (such as director). The signature which You provide shall stand as indisputable sole confirmation of Your agreement to the Supply Contract.
- 6.2 You shall have the right to nominate a secondary and/or emergency contacts ('Nominated Contacts'). You should notify Us of any such Nominated Contacts by telephone or from the email address which You used to sign up with Us. These should be individuals who are authorised to receive all communications on Your behalf or who We can contact in the event that We are unable to contact You. We will send Your Bills to You and Your Nominated Contacts.
- 6.3 Your Nominated Contacts shall be obliged to cooperate with Us in the event of any safety or security concerns about You or the Premises.

7) Customer's Responsibilities

- 7.1 This Supply Contract may not be assigned by You without Our prior written consent. We may assign or transfer all or part of Our rights under this Supply Contract to anyone that can legally supply electricity to You and sub-contract any of Our obligations hereunder without Your consent.
- 7.2 You agree, warrant and represent that:
 - 7.2.1 You have actual or effective control over the Premises;
 - 7.2.2 You have actual or effective control over all equipment, wires and cables, and all other fittings on the Premises which are used in connection with the Supply of any electricity to the Nominated Electricity Supply Point.



- 7.2.3 You agree that You will maintain all equipment, wires and cables, and all other fittings that belong to You or which have been provided to You for the purposes of supplying Your electricity, and that You shall keep them in good working order and in a safe condition at all times.
- 7.2.4 Your local Electricity Distributor Network Operator (DNO) shall via their Electricity Distribution Network, in collaboration with the National Electricity Transmission Network deliver Your electricity Supply from Us.
- 7.3 You shall pay to Us all and any of Our sums which You owe Us in respect of Your electricity supply or other Charges promptly as they fall due under the Supply Contract.

8. Metering Arrangements

- 8.1 You may request a SMETS2 meter. If You request a SMETS2 meter, it will be provided to You only if Your consumption profile fits the Profile Class 3 or 4 data profile as defined by the Supplier Volume Allocation Agent ('SVAA').
- 8.2 Where a SMETS2 meter or a successfully migrated SMETS1 meter as defined by the Smart Energy Code ('SEC') has been installed, We shall endeavour to read Your half-hourly electricity consumption data as recorded by the SMETS2 meter automatically.
- 8.3 Such data as recorded through the DCC shall be kept in Our systems for the duration of Your Supply Contract with Us and for 5 years thereafter.
- 8.4 Where Our DCC connection is not working or a technical fault prevents Us from being able to read Your meter, We shall notify You and You shall be required to submit meter readings in monthly intervals until Our connection is fully working or the fault is resolved.
- 8.5 Your SMETS2 meter, alternatively Your SMETS1 Meter if that has been successfully migrated and is connected to the DCC, shall be monitored via the DCC for tampering attempts, illegal connections and any activities that result or are intended to result in theft of energy, so that the meter does not properly record the electricity used.
- 8.6 Where any such activities referred to in 8.5 above are reported, they shall constitute a breach of Your Supply Contract with Us if they are proven to be the result of malicious activities at the Premises or any premises over which You have actual or effective control. Any confirmed cases will be reported to the relevant investigating authorities and may result in criminal charges. You shall indemnify Us for the costs of any energy which has been used but not paid for.
- 8.7 Where a SMETS2 Meter has not been installed, or there is a SMETS1 meter on the Premises which cannot be migrated within the DCC, We shall endeavour to install a SMETS2 meter in the Premises within 6 months of the Effective Supply Start Date.



- 8.8 Until the installation of a SMETS2 meter or the successful migration of a SMETS1 meter within the DCC:
- 8.8.1 You must provide Us with an up-to-date and correct reading from Your meter(s) which records the meter reading on the Effective Supply Start Date. You should supply us with this reading on the Effective Supply Start Date itself. If You fail to take a reading on that date, You must take a reading and send it to Us no later than 5 working days following (but not including) the Effective Supply Start Date. This meter reading shall constitute Your opening meter reading.
 - 8.8.2 On the Supply Contract End Date, You must provide Us with an up-to-date and correct reading from Your meter(s). We will retain that reading for verification against the meter reading which we subsequently receive from Your new supplier. The reading which we receive from Your new supplier shall stand as the closing meter reading.
 - 8.8.3 On a monthly basis, starting at no sooner than one month after the Effective Supply Start Date and ending at no later than one month before the Supply Contract End Date, You shall provide Us with up-to-date and correct reading(s) from Your Meter(s).
- 8.9 Your Nominated Electricity Supply Point and any related secondary meters shall not be subject to any tampering or mechanical adjustments without approval from Us or the Distribution Network Operator. It shall constitute a breach of this Supply Contract if such an activity is deemed to have been carried out without Our prior written approval during the Term of the Supply Contract.
- 8.10 You must ensure that all metering equipment on or at Your Premises is not lost, stolen or damaged. You agree to reimburse Us for any direct or indirect costs (including call-out charges) which We may incur in replacing or repairing lost, stolen or damaged metering equipment, unless the loss or damage is the result of wear and tear or the result of an act or omission by Us.
- 8.11 You confirm that to the best of Your knowledge and belief, Your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.
- 8.12 If You are unsure whether the metering equipment installed in Your Premises is safe, accurate or reliable, You should contact Us. Should We conclude that the metering equipment in Your Premises is not safe, accurate, or reliable, We will take action to repair or replace it.
- 8.13 We will not be responsible for any fault or damage arising due to metering equipment in Your Premises for which We are not the registered electricity supplier.
- 8.14 Where a fault or damage arises in respect of metering equipment in Your Premises for which We are the registered supplier, You must not attempt to resolve the fault or damage Yourself (except in cases of emergency such as fire risk). Instead, You must contact Us immediately so that Our engineers can attend Your Premises to resolve the fault or damage.



- 8.15 You confirm that You have sufficient public liability insurance in place at all times and that You are legally able to, and have permission to, allow Us into the Premises, and that You will give Us full access to the metering equipment on the Premises whenever we require access in accordance with this Supply Contract.
- 8.16 Upon the provision of no less than 10 working days' notice by Us, You must allow Us and anyone else authorised by Us, safe and unobstructed access to the Premises at reasonable times, in order to maintain and operate Your electricity supply; to take a meter reading or replace a meter; or for any other reasonable purpose connected with this Supply Contract. In an emergency, You must allow Us access at any time without notice.

9. Pricing & Charging Structure

- 9.1 When You enter into a Supply Contract with Us, We will provide You with written confirmation of the details of the initial prices of electricity and Your payment arrangements (specifically, whether You have agreed to pay by Direct Debit or by BACS). These details will include the type of tariff which You will have with Us. These will be provided in the Schedule, which will form part of Your Supply Contract. You shall pay those electricity prices in accordance with the payment terms set out in Clause 12 of these Terms and Conditions. We may change these prices, the way in which You pay, and how often You pay, from time to time in line with this Supply Contract.
- 9.2 You are on a fixed term tariff the price will be fully fixed (aside from the costs, charges or similar set out under Clause 9.5) and inclusive of all non-commodity costs and We will maintain the price specified in the Schedule for the period specified in the Schedule from the Supply Contract Start Date, as long as the following criteria are satisfied:
- 9.2.1 We are able to quantify the exact amount of electricity consumed during the period of the bill. If You have a SMETS2 meter or comparable smart meter, We will automatically receive that information. If You do not have a SMETS2 meter or comparable smart meter, or in the event that We are unable to connect to Your SMETS2 meter or comparable smart meter, You will be obliged to provide Us with meter readings for as long as We continue to supply electricity to You. If You fail to supply such readings, We reserve the right to estimate the amount of electricity consumed during that period in accordance with Your Estimated Usage as set out in the Schedule.
- 9.2.2 Your electricity consumption in each Monthly Billing Period does not substantially differ from the statement of anticipated consumption which You have provided to Us upon signing up with Us, and which is reproduced in the Schedule. If Your electricity consumption substantially differs from Your statement of anticipated consumption for three consecutive months, We reserve the right to revisit the Terms of this Supply Contract.
- 9.2.3 No Force Majeure events occur; and
- 9.2.4 You pay Your Bills in full and on time.



- 9.3 On Your Review Date We will send You a statement of renewal terms approximately 2 weeks before any new prices come into effect, to let You know Your new prices. If You accept this statement, You do not need to do anything.
- 9.4 If You are not on a fixed term tariff, We may increase Our electricity prices before the Review Date referred to in the previous clause, if any of the circumstances set out below arise:
- 9.4.1 A Direction is given pursuant to s34 Electricity Act 1989.
 - 9.4.2 A variation arises in the costs of supplying electricity (whether in the wholesale price, metering costs, or otherwise), where such costs are not within our control.
 - 9.4.3 The registration details of any supply point differ from that specified in the Schedule.
 - 9.4.4 The wholesale price of electricity increases, in turn increasing Our costs.
 - 9.4.5 Metering costs increase, in turn increasing Our costs; and/or
 - 9.4.6 You fail to pay Your Bills in full or on time.
- 9.5 Electricity costs are exclusive of taxes, duties, and levies (including VAT) and You shall in addition, pay an amount equal to those taxes, duties and levies chargeable on those energy costs on delivery of a Bill. VAT on prices will be charged at the standard rate. Such taxes, duties, or levies will also apply to the costs associated with providing You with electricity (such as those associated with processing, distribution and transport), whether We incur these costs directly or indirectly, and You shall pay an amount equal to those taxes, duties and levies chargeable on those energy costs on delivery of a Bill. If You believe that You are exempt from VAT, or that You are entitled to pay a lower rate of any applicable taxes, duties, or levies, You must demonstrate to Our satisfaction that this is the case, by providing Us with documentation to that effect.

10. Security Deposit

- 10.1 We may ask You to pay a Security Deposit, either at the beginning of Your Supply Contract Start Date or at any time during the Term. If We do so, We will explain the procedure when We Contact You.
- 10.2 Where We ask You to pay a Security Deposit, We will retain the Security Deposit until, subject to clause 10.4, the Supply Contract has been terminated or has otherwise come to an end.



- 10.3 Where We ask You to pay a Security Deposit, such sums must be paid before the Effective Supply Start Date (if You are paying via BACS), or on the Effective Supply Start Date (if You are paying via Direct Debit). If We ask You to pay a Security Deposit during the Term, such sums must be paid within 5 working days of Our request in order to avoid termination of the Supply Contract under clause 14.4.3.
- 10.4 When We repay Your Security Deposit, We will deduct from it any sums which You owe Us.

11. Charges for Repairs

- 11.1 As set out at Clause 8.10 above, where We incur costs as a result of repairing metering equipment which has been lost, stolen, or damaged by You, We reserve the right to recover such costs from You. We shall notify You of such additional charges by including them in future accounts or Bills.
- 11.2 All additional charges will be subject to any tax, levies, or duty payable under English law. If there are any changes to such tax, levies, or duty, We shall inform You and You shall pay such tax, levies or duties in addition to those additional charges.
- 11.3 Subject to Clause 9 above, the costs of electricity supplied will be as stated in the Schedule.

12. Bills and Payments

- 12.1 From the Effective Supply Start Date, You shall be liable to pay Us the sums which fall due in respect of the supply of electricity to Your Nominated Electricity Supply Point.
- 12.2 In some circumstances, We may carry out a credit check before We commence Our Supply of electricity to You. We reserve the right to vary Your tariff before We comment Our Supply of electricity to You, based on the results of that check.
- 12.3 At the end of every 30-day billing period, We will provide You with a Bill (which will show You a breakdown of Our Charges for the supply of electricity to Your Nominated Electricity Supply Point).
- 12.4 Your Bill will be provided to You in writing and sent by email to the email address which You have provided to Us. If You require a paper Bill, please let Us know. There will be a charge of £3.50 per paper Bill sent to You. That sum will be added on to Your monthly Bill.



- 12.5 Your Bill may be based on a reasonable estimate of how much energy You have used. In the first instance, this estimate will be based on the Estimated Annual Consumption provided by You or Your third-party representative. If We do not receive an Estimated Annual Consumption from You or Your third-party representative, We will produce Our own estimate, based on the information We hold about Your business, about Your Premises, and about how much energy You use at Your Premises. If You disagree with the amount specified in Your Bill, You should contact Us immediately to either provide Us with Your own meter reading or arrange for Us to read Your Nominated Electricity Supply Point.
- 12.6 At the Effective Supply Start Date, if We do not receive a valid meter reading taken in accordance with Clause 8.8.1 above, We may estimate the amount of electricity to be supplied to Your Nominated Electricity Supply Point until We first read Your Nominated Electricity Supply Point or the Supply Contract ends. We may use that estimate as the basis for working out the prices that You should pay for electricity supplied during that period. We may also instruct an agent to read Your Nominated Electricity Supply Point.
- 12.7 If We discover that any Bill We have sent to You has been based on inaccurate or incomplete information, We will make any necessary adjustments, and if necessary, send You a new Bill as soon as practicable. Where any such adjustments result in a credit to You, the amounts to be credited will be included in the account raised in the next billing period.
- 12.8 The amounts payable under Your Bill shall be paid by You to Us in full clear funds by whichever means We have agreed with You. You should pay those amounts by one of Our Agreed Payment Channels within ten working days of the Bill being issued to You. Where the Bill has been sent to You by post, the date of issue will be deemed by Us to be three working days after the Bill was sent. Where a Bill is sent by email during working hours (being 9am to 5pm on weekdays, excluding Bank and other public holidays), it will be deemed by Us to have been received on the day on which it was sent. If a Bill is sent by email between 12am and 8.59am, it will be deemed by Us to have been received on that working day. If a Bill is sent by email between 5.01pm and 11.59pm, it will be deemed by Us to have been received on the next working day.
- 12.9 We may use any money which You pay to Us, any money We owe You, or any Security Deposit You have provided to Us pursuant to this Supply Contract, to settle any amounts which are due to Us by You pursuant to, or in connection with, this Supply Contract.
- 12.10 If You fail to pay Your Bills in full or on time on more than three occasions, and You fail to remedy that breach to Our reasonable satisfaction within 28 days of the third of those occasions, We reserve the right to terminate this Supply Contract in accordance with Clause 14 of these Terms, alter the terms of Your tariff, and commence debt recovery proceedings. We also reserve the right to disconnect Your Supply for non-payment. You shall indemnify Us for any costs directly or indirectly incurred in relation to any disconnection or reconnection of supply or any metering change as a result of non-payment of bills.



- 12.11 You shall pay interest on late payments at a rate of 8% plus the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1984 from the eleventh working day after Your Bill has been issued and not paid until payment of the overdue sum, whether before or after judgment.
- 12.12 If You have a direct debit arrangement with Us and You cancel that arrangement, You must ensure that You pay via an alternative Agreed Payment Channel, or set up a new direct debit arrangement immediately. You must notify Us of any changes in Your payment methods as soon as You make such changes.
- 12.13 We have the right to ask You for, and You must pay in their entirety, any reasonable costs We incur in obtaining sums which You owe Us under this Supply Contract. Such costs may include, but are not limited to, the following:
- 12.13.1 Costs associated with disconnecting or replacing a meter (or both);
- 12.13.2 Costs associated with Our recovery of sums, which include, but are not limited to, the cost of legal proceedings which We may have commenced against You, and the cost of instructing agents and/or solicitors or other legal representatives to proceed with such recovery;
- 12.13.3 Your obligations under this clause will survive any termination of this Supply contract.

13. Notices

- 13.1 Notices in relation to this Supply Contract will be sent to You at the email address which You used to register with Us. If You require such notices to be sent to You by post, please let Us know. Unless You are entitled to have reasonable adjustments made, there will be an additional cost of £3.50 for this, which will be added to Your next Bill.
- 13.2 Any notices which You send to Us should be sent to customer.care@tomato.energy. If You wish to send any notices to Us by post, they must be in legible writing, marked for the attention of Customer Care, and sent to Tomato Energy, Belvedere House, Basing View, Basingstoke RG21 5HG by First Class. You should include Your Customer Reference Number in any written communications with Us.
- 13.3 Notices sent by post are deemed to have been received three working days after being sent. Written notices sent by email during working hours (being 9am to 5pm on weekdays, excluding Bank and other public holidays) are deemed to have been received on the day on which they were sent. If a written notice is sent by email between 12am and 8.59am, it will be deemed to have been received on that working day. If a written notice is sent by email between 5.01pm and 11.59pm, it will be deemed to have been received on the next working day.
- 13.4 We will endeavour to respond to any notices sent to Us in accordance with this clause within 10 working days from the day of receipt of the notice.



14. Termination

- 14.1 If either party terminates this Supply Contract We may disconnect our Supply to Your Nominated Electricity Supply Point.
- 14.2 We reserve the right to immediately terminate the Supply Contract at Our absolute discretion if any of the following circumstances arise:
- 14.2.1 There is an adverse change in Your financial position, as reflected in the results of a check carried out by Us with a Credit Reference or Fraud Prevention Agency;
- 14.2.2 You fail to pay Your Bills in full or on time on more than three occasions, and You fail to remedy that breach to Our reasonable satisfaction within 28 days of the third of those occasions;
- 14.2.3 A Force Majeure event takes place;
- 14.2.4 We discover that You have provided Us with false information;
- 14.2.5 If a regulatory change takes place which is beyond Our control;
- 14.2.6 If We consider, based on information available to Us, that a purported change of control over or occupation of the Premises is not genuine;
- 14.2.7 You change Your payment arrangements or payment method, and We are concerned that We will not be able to recover sums which You owe Us;
- 14.2.8 You fail to pay a Security Deposit requested by Us;
- 14.2.9 You enter into an Insolvency Situation;
- 14.2.10 You use electricity for unauthorised or illegal purposes, or You take any steps leading to the theft of electricity;
- 14.2.11 You commit a breach of this Agreement, other than non-payment; or
- 14.2.12 Our electricity supply license is revoked, in which case We may ask another party to supply electricity to You on Our behalf.
- 14.3 Either party may terminate this Supply Contract in its entirety or the operation of this Supply Contract by written notice to the other if the other fails to comply with any of its Material Obligations under this Supply Contract and fails to remedy any breach to the reasonable satisfaction of the other within 28 days from receipt of the written notice.
- 14.4 Termination or expiry of this Supply Contract will not affect any rights which may already have accrued to either party.



- 14.5 You are entitled to terminate this Supply Contract if You cease to own, rent, or have control over the Premises and provide Us with written notice, together with any evidence We request pursuant to Clause 14.14 of these Terms and Conditions, as soon as reasonably practicable.
- 14.6 We reserve Our rights to terminate this Supply Contract upon the provision of one month's notice.
- 14.7 Upon the termination of this Supply Contract, We will prepare a final Bill for You. This will set out all outstanding charges that You owe Us, together with any costs incurred by Us in connection with such termination. We may need to obtain a final meter reading for this. The final Bill will also apply any credits owed to You, including any Security Deposit where the Supply Contract is not being renewed.
- 14.8 Any sums owed to You as set out in the final Bill will be repaid to You within ten working days using the bank account details which You have provided to Us. If You require repayment to a different bank account, You must notify Us of this and of the account details in writing and no less than ten working days before the end of the Supply Contract.
- 14.9 Subject to earlier termination in accordance with the terms of this clause, this Supply Contract will continue in full force and effect until the Supply Contract End Date, or until Your Supply is either disconnected or transferred to a new supplier.
- 14.10 You can renew Your Supply Contract 3 months before the Supply Contract End Date, If You choose to renew Your Supply Contract, You will need to sign a new Supply Contract, which will come into effect when the existing Supply Contract ends. If You or Your third-party representative does not contact Us, We will assume that You do not intend to renew Your Supply Contract. Following the Contract End Date, You will be placed on an Out-of-Contract Tariff until either the Supply Contract is renewed or You transfer to a new supplier.
- 14.11 If You choose to switch suppliers, You must inform Us 30 days before the Supply Contract End Date. If You choose to switch suppliers at an earlier stage in the Term, You must inform Us as soon as reasonably practicable, and in any event 10 working days before the date when You intend to switch suppliers. We reserve the right to object to such a change. If You change supplier without providing Us with advance notice, We reserve the right to object to the change, and/or to charge You an early termination fee, representing a sum which is equivalent to a reasonable pre-estimate of our loss of profit.
- 14.12 If, upon termination of this Supply Contract, We require access to the Premises to remove any of our equipment or to take any steps to effect the discontinuance of electricity supply, You shall provide Us with safe and unobstructed access to the Premises.
- 14.13 You shall remain liable for all charges, past and future, associated with the supply by Us of electricity to Your Nominated Electricity Supply Point until:



- 14.13.1 You notify Us in writing that You will no longer be the occupier or have control over the Premises, or that You are no longer the occupier or the party in control of the Premises, and We accept this notice in accordance with Clause 14.14 below; or
 - 14.13.2 Another occupier of the Premises enters into a Supply Contract with Us, or with another Supplier, for the supply of electricity to the Nominated Electricity Supply Point.
- 14.14 We shall have sole discretion to determine whether a notice provided in accordance with Clause 14.13.1 is accepted. In order to make such determination, We may request that You provide Us with reasonable evidence to support any proposed change in occupancy in respect of the Nominated Electricity Supply Point. If You fail to do so, or fail to provide Us with evidence which demonstrates to Our satisfaction that a change in occupancy has occurred (or is to occur), then We shall be entitled to refuse to accept any notice provided pursuant to Clause 14.13.1. In those circumstances, You will continue to be bound by the terms of this Supply Contract and shall continue to be liable for all charges associated with the supply of electricity to the Nominated Electricity Supply Point.

15. Disconnection

- 15.1 We may have to disconnect Our Supply to Your Nominated Electricity Supply Point in the event of the following situations, in these circumstances We may also terminate this Supply Contract:
 - 15.1.1 Your Nominated Electricity Supply Point being unsafe (in which case, subject to clause 8.16, We shall exercise reasonable endeavours to repair or replace Your Nominated Electricity Supply Point, resulting in a temporary loss of supply); or
 - 15.1.2 Needing to test emergency or safety procedures; or
 - 15.1.3 An accident or other emergency which is affecting or is likely to affect the systems through which You receive Your supply; or
 - 15.1.4 The Secretary of State giving a direction under section 34 of the Electricity Act which requires Us to disconnect Your supply; or
 - 15.1.5 Your Supply being improperly used, or if We have reasonable grounds to suspect theft of electricity or tampering with metering arrangements, or if Your supply is likely to cause damage or interference with Your distribution network operator's ('DNO') system.
- 15.2 Our Supply to Your Nominated Electricity Supply Point may only be disconnected by Us or by an agent appointed by us.
- 15.3 Subject to clause 19.7, We will not be responsible for any direct or indirect loss or damage of any kind which results from any disconnection, whether or not it was foreseeable.



- 15.4 Subject to clause 19.7, We will also not be responsible for any direct or indirect loss, injury or damage resulting from the use of any apparatus or equipment at the Premises even if We have inspected or tested such equipment.
- 15.5 If Your Supply of electricity is temporarily disconnected at Your request, You shall pay Us any costs which We have incurred directly or indirectly as a result of such discontinuance and the later resumption of that Supply.

16. National Terms of Connection

- 16.1 We are 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 to its conditions. This will happen from the time that You enter this Supply Contract, and it affects Your legal rights.
- 16.2 The NTC is a legal agreement. It sets out Your rights and responsibilities in relation to the connection at which Your DNO delivers electricity to, or accepts electricity from, Your business. If You require a copy of the NTC or have any questions about it, please contact the Energy Networks Association using the details found on their website at: www.energynetworks.org/contact.

17. Confidentiality and Data Protection

- 17.1 In order to provide You with electricity, We require certain information. You agree to provide Us, free of charge, with any information that We reasonably request.
- 17.2 Both parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Supply Contract and any information concerning the other party's business which that party may (by written notice) reasonably designate as confidential.
- 17.3 We may need to share Your information with third parties. We will process Your personal data in accordance with Our privacy policy, which can be found on [our website](#)

18. Variation/changes to these conditions

- 18.1 So far as possible, We will provide You with 10 days' prior notice before We change any of the terms and conditions of this Supply Contract. We reserve the right to amend this Supply Contract on one month's notice if any of the events set out in clauses 18.2 or 18.3 below occur. Otherwise, Our Terms & Conditions are set out on Our website (www.tomato.energy), and may be updated from time to time.
- 18.2 If OFGEM or the Government make changes to Our supply license then We may need to make changes to this Supply Contract. If this happens, We will notify You of such changes as soon as is reasonably practicable.
- 18.3 Further, if there is any change to any law or regulation, decision or advice by a regulatory authority which applies to this Supply Contract which makes any part of it illegal, unenforceable or affects the Charges, We may change the terms of this Supply Contract or the Charges as We consider reasonably necessary to reflect those changes.



18.4 Subject to this Clause 18, the terms on which We supply electricity to You (including the contents of this Supply Contract) may not be supplemented, interpreted, amended, varied, or modified except by an instrument in writing signed by the authorized representatives of both Us and You.

19. Liability

19.1 References to liability in this clause 19 include every kind of liability arising under or in connection with this Supply Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

19.2 Subject to clause 19.7, Our total liability to You under or in connection with this Supply Contract shall not exceed a total of £10,000 in any one calendar year.

19.3 Except as expressly stated in this Supply Contract, and subject to clause 19.7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

19.4 Subject to clause 19.7, neither We nor You are liable to the other for any breach of this Supply Contract which is caused by a Force Majeure Event as defined in clause 1.2 of this Supply Contract.

19.5 Subject to clause 19.7, neither We nor You will be liable to the other for any of the following (whether direct or indirect):

19.5.1 loss of Income;

19.5.2 loss of Sales or business;

19.5.3 loss of profits;

19.5.4 loss of production;

19.5.5 loss of use or corruption of software, data or Information;

19.5.6 loss or damage to goodwill;

19.5.7 loss of contracts;

19.5.8 any loss which was not or could not have been reasonably foreseen even if We, Our employees, subcontractors or agents did not act in accordance with these terms and conditions, or for any other indirect or consequential loss arising out of this supply contract.

19.6 Nothing in this clause shall limit or exclude Your obligation to make payments under Clause 12 of these Terms & Conditions.

19.7 Nothing in this Supply Contract excludes or limits the liability of either Us or You for:

19.7.1 Death or personal injury resulting from negligence.

19.7.2 Fraud or fraudulent misrepresentation; or



19.7.3 Any other liability which cannot be excluded or limited by applicable.

- 19.8 Nothing in this Supply Contract overrides any rights or responsibilities which We have under the Electricity Act 1989, Our supply license, or regulations that apply to the Supply.
- 19.9 Unless otherwise expressly stated, the limitations of liability contained in this clause 19 continue and survive the termination of this Supply Contract.
- 19.10 We shall hold the benefit of these limitations of liability both for Ourselves and as trustee and agent for Our officers, employees, agents and contractors.

20. Waiver

- 20.1 No failure or delay by Us to exercise any right, power or remedy will operate as a waiver of that right, power or remedy, nor will any partial exercise preclude any further exercise by Us of the same, or of some other right, power or remedy.

21. Entire Agreement

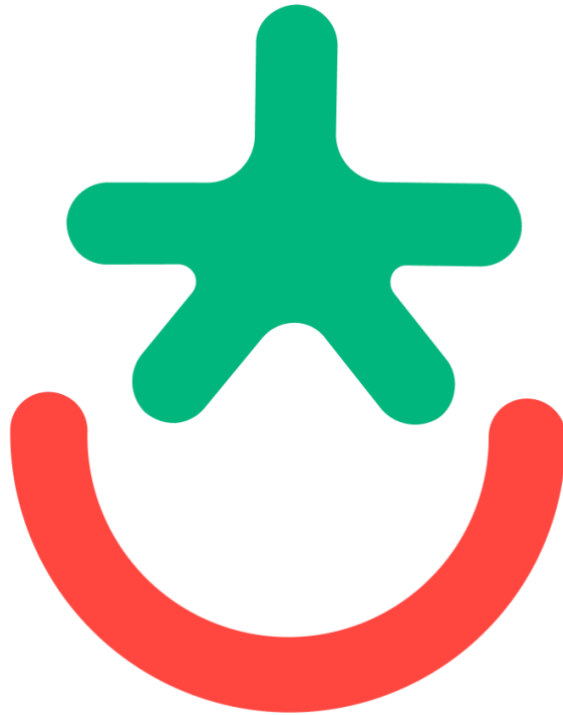
- 21.1 This Supply Contract constitutes the entire agreement between You and Us in relation to Our supply of electricity to You. It supersedes and extinguishes any and all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to the Supply Contract's subject matter.
- 21.2 Each party acknowledges that neither We nor You have entered into this Supply Contract in reliance on, and shall have no remedies in respect of, any representation, assurance, warranty, or other undertaking (whether made innocently or negligently) that is not set out in the Supply Contract. Each party acknowledges that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Supply Contract.
- 21.3 Each of the clauses and sub-clauses of this Supply Contract operate separately from the others and survive independently of the others.
- 21.4 If there is any inconsistency between the Supply Contract (comprising these Terms & Conditions and the Schedule) on the one hand and any other document in the Welcome Pack on the other, the Supply Contract shall prevail.

22. Dispute resolution; governing law and jurisdiction

- 22.1 If You wish to dispute a Bill, You must first inform Us in writing within 30 days of receipt of the Bill in question. You must pay Us any undisputed amounts in the usual way as explained at Clause 12 above. Following the resolution of any dispute between Us, You must pay Us any amounts which You owe Us within the time frame agreed between Us and You as part of the resolution of the dispute.



- 22.2 If You are a micro-business (as defined in Clause 1.2 above), and You are not satisfied with the way in which We have handled a dispute, and a period of 8 weeks has passed, You may contact the Energy Ombudsman. You may also contact the Energy Ombudsman if it has not been possible to resolve a dispute, and We have issued a Deadlock Letter. The Energy Ombudsman can be contacted using the details found on their website at: www.ombudsman-services.org/about-us/contact-us.
- 22.3 This Supply Contract (and any dispute or claim) (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. [Subject to clause 22.1], each party irrevocably agrees that any disputes or claims (including noncontractual disputes or claims) arising out of, or in connection with, this Supply Contract or its subject matter or formation, shall be determined exclusively by the courts of England and Wales.
- 22.4 If any provision or part-provision of the Supply Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Supply Contract. If any provision or part-provision of this Supply Contract deleted under this Clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.



Visit www.tomato.energy



Tomato Energy Limited,
Belvedere House,
Basing View,
Basingstoke RG21 4HG



customer.care@tomato.energy



01256 644 064