

This Contract sets out the terms on which NGN Energy Limited, trading as NGN (registered in England with number 6973069) ("NGN Energy Ltd ") will provide energy services to you, the Customer with whom we make this Contract ("you"). By using the Service(s) (as defined below) you agree to the following terms and conditions.

1 DEFINITIONS

1.1 Definitions. In these Terms of Business, the following definitions apply:

- "Business Day"** a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.
- "Contract"** the contract between NGN Energy Limited, trading as NGN ("NGN Energy") and You for the supply of Services pursuant to these Terms of Business.
- "Services"** the services supplied by NGN Energy to You as energy brokers more specifically set out at paragraph 3.2 of these Terms of Business.
- "Supplier"** any energy supplier contacted by NGN Energy in relation to You from time to time.
- "You or Your"** the customer who has signed these Terms of Business.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes.

2 BASIS OF CONTRACT

- 2.1 You hereby agree to be bound by these Terms of Business.
- 2.2 These Terms of Business constitute the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in these Terms of Business.
- 2.3 You hereby agree that NGN Energy shall be entitled to receive from the Supplier a fee as consideration for work done pursuant to any Contract that you have entered pursuant to these Terms of Business.

3 SUPPLY OF SERVICES

- 3.1 NGN Energy shall supply the Services to You as set out in paragraph 3.2.
- 3.2 The Services to be provided under these Terms of Business are:
- 3.3 You hereby agree that NGN Energy shall be entitled to receive from the Supplier a fee as consideration for work done pursuant to any Contract that you have entered pursuant to these Terms of Business.
- (a) collect and collate all relevant data to prepare a proposal for You;
- (b) search the market and present the best value offer for You, taking into account Your requirements;
- (c) deal with all routine queries with the supplier engaged by NGN Energy (this does not prevent You from speaking to the supplier but NGN Energy should be informed of the content of such contact); and
- (f) undertake such further work and/or provide such further products, that may incur separate charges to be payable by You other than those set out at paragraph 2.3, as may be agreed between the parties from time to time, including but not limited to, for example, resolving issues between You and the existing supplier.

4 YOUR OBLIGATIONS

4.1 You shall:

- (a) sign and return by email to NGN Energy within 7 working days of receipt any Letter(s) of Authority provided to You by NGN Energy;
- (b) assist NGN Energy in collating any information required for the provision of the Services, including but not limited to providing copies of bills if requested, full names of end users in whose names contracts are to be drawn up, full supply address details and meter readings if requested;
- (c) provide evidence that You are authorised to sign contracts on behalf of the end user if required by NGN Energy;
- (d) provide signed copies by 4.00pm on the Business Day that a contract is proposed by NGN Energy. This is to secure prices from suppliers that fluctuate from day to day. NGN Energy accepts no liability for any increases in the cost of energy supply where you have breached this clause 4.1 (d);
- (e) forward a copy of any correspondence received from a supplier to NGN Energy as soon as practicable;
- (f) raise any query with NGN Energy that You wish NGN Energy to deal with within 3 working days of the query arising;
- (g) inform NGN Energy of any changes that will affect the supply contract. For example, issues concerning the payment method, change of managing agent or change of name of end user;
- (h) inform NGN Energy if You are a micro business which is defined as:
 - (i) A business that employs fewer than 10 full time equivalent employees AND has a turnover less than 2 million euros; or
 - (ii) Uses less than 200,000 kWh's of gas per year; or
 - (iii) Uses less than 55,000 kWh's of electricity per year. This information is required as there are protections that exist in the energy markets for micro businesses; and (f) use NGN Energy exclusively for the provision of the Services for the duration of this agreement.

4.2 NGN Energy will not be liable for any costs or losses sustained or incurred by You as a result of a failure by You to perform any of the obligations in this paragraph 4.

5 LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

5.1 Nothing in these Terms of Business shall limit or exclude NGN Energy's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

5.2 Subject to clause 5.1:

- (a) NGN Energy shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms of Business whether by way of its own actions or omissions or those of its associates or sub-contractors; and
- (b) NGN Energy' total aggregate liability to You in respect of all other losses arising under or in connection with these Terms of Business, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000.

5.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms of Business.

5.4 This clause 5 shall survive termination of these Terms of Business.

6 INTELLECTUAL PROPERTY & DATA PROTECTION

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by NGN Energy.

6.2 Any data collected pursuant to these Terms of Business by NGN Energy that relates to You, an end user or any related energy supplies will not be used by NGN Energy for any purposes other than the proper performance of the Services. Any such data shall be destroyed on the first anniversary of the termination of the latest of Your Contracts

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7 TERMINATION

- 7.1 These Terms of Business shall continue to apply to the parties until the second anniversary of the most recently signed Letter(s) of Authority unless otherwise terminated under clause 7.2 of this agreement.
- 7.2 Either party may terminate this agreement by giving one calendar months' notice in writing to the other party.
- 7.3 In the event that You terminate this agreement under paragraph 7.2 you hereby acknowledge and agree that NGN Energy shall continue to be entitled to perform the Services and receive from a Supplier any payments due under current Contracts that You have entered into pursuant to these Terms of Business.
- 7.4 NGN Energy must undertake a significant amount of preparatory work prior to and pursuant to the signing of any Contracts. In the event that You terminate this agreement prior to the signing of any Contracts that NGN Energy have undertaken work pursuant to prior to termination, NGN Energy shall be entitled, at their discretion, to charge you a reasonable administration fee to reflect any such work undertaken on a quantum meruit basis.
- 7.5 NGN Energy shall also be entitled, at their discretion, to charge you a reasonable administration fee to reflect any work undertaken under clause 3.2 (f), to be agreed between the parties prior to that work being undertaken.

8 CONSEQUENCES OF TERMINATION

- 8.1 On termination of this agreement for any reason:
- (a) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - (b) clauses which expressly or by implication survive termination shall continue in full force and effect.

9 GENERAL

- 9.1 Notices.
- (a) Any notice or other communication given to a party under or in connection with these Terms of Business shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.1 (a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission. (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 9.2 Severance.
- (a) If any provision or part-provision of these Terms of Business is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Terms of Business.
- (b) If any provision or part-provision of these Terms of Business is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9.3 Waiver.

A waiver of any right under these Terms of Business or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms of Business or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.4 No partnership or agency.

Nothing in these Terms of Business is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

9.5 Third parties.

A person who is not a party to these Terms of Business shall not have any rights to enforce its terms.

9.6 Variation.

Except as set out in these Conditions, no variation of these Terms of Business shall be effective unless it is agreed in writing and signed by both parties.

9.7 Governing law.

These Terms of Business, 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), shall be governed by, and construed in accordance with the law of England and Wales.

9.8 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Business or its subject matter or formation (including non-contractual disputes or claims).

I confirm that I have read, understood, and accept the Terms of Business contained within this document.

Customer Name

Customer Position

Customer Signature

Date of Execution

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