



Deemed Contracts

TERMS & CONDITIONS

Summary of Principal Terms

In the event where deemed terms and conditions are applicable to you, you will be considered under deemed contract by law under Gas Act 1986 and/or Electricity Act 1989. As you are the owner or occupier of the site to which we supply electricity and or/gas, even if no formal agreement has been made. These deemed terms and conditions define the rights and obligations regarding the supply of your energy.

The period during which you'll be paying under the deemed tariff will remain active from its start date as per agreed/informed until you enter into a formal agreement with us or switch your energy supplier. If you are no longer the owner or occupier of the site where the energy is supplied by us, the responsible person on the premises will be placed on a deemed tariff until we enter into an agreement with the new owner or occupier of that site or the responsible person switches energy supplier. Please notify us in advance of who will be taking responsibility for the site for a smooth transition.

The impact of deemed Tariff:

Your energy costs will be calculated based on our deemed tariff, which are available at our website at www.maxenpower.com/deemed-tariff. These rates are higher than our contract prices and may vary over time. Changes to your charges or deemed terms and conditions can be made at any point by updating the information on our website. Please make sure to visit our website frequently to stay informed about any updates to the terms.

Any additional service request from us may incur additional charges depending on the request. In any event you would missed any appointment we may ask you for the charges towards it.

All charges are exclusive of taxes, duties, or levies, which will be charged separately.

We will issue you invoice typically within 10days of the start of each month, If meter readings are not provided, the invoice will be based on estimated energy usage. Once we have accurate information about the actual energy consumption, we will revise the bill accordingly.

We encourage you to arrange for a formal contract with us or any other energy supplier of your choice so that you are not charged under deemed tariff. It is your responsibility to ensure all invoices are paid in full by its due date. Failure to pay any outstanding balance can lead to disconnection proceedings. In such event we will send out communication to you and you will be pre informed, for more information around disconnection proceedings please visit our website, www.maxenpower.com.

When you are under deemed tariff, we may perform business and personal checks (where applicable) with credit reference agencies. If we have concerns about your credit score or payment ability, we may ask for a deposit or a guarantee to secure payment of your charges. If applicable, we may reach out to you to discuss such arrangements. If you fail to provide or keep up the requested credit support, we may disconnect your energy supply.

DEEMED CONTRACT TERMS AND CONDITIONS

The following deemed terms and conditions are applicable to you if you are the owner or occupier of a site where we supply energy and you have not agreed a formal contract with us for the energy supply of the premises.

In any event where we are the energy supplier of the site you are deemed to have entered into a contract with us under the Gas Act 1986 and/or the Electricity Act 1989. The deemed tariff will apply even if energy is not being used at the site.

Our deemed tariff is available on our website at www.maxenpower.com/deemed-tariff. These rates are higher than our contract prices and may vary over time. Changes to your charges or deemed terms and conditions can be made at any point by updating the information on our website. Please make sure to visit our website frequently to stay informed about any updates to the terms alternatively, you may contact our customer support team at **02079 30 30 30** or write to us at support@maxenpower.com. Our dedicated team will answer any questions in relation to deemed tariff and provide you with any requested information.

1 Deemed Terms

1.1 The deemed tariff is in place between Maxen Power Supply Limited (further identified as “we”, “us”, or “our”) and the individual or entity occupying the site or the owner if it is an unoccupied site (further identified as “you” or “your”).

1.2 You will be charged under the deemed tariff once you become the owner or occupier of the site where energy is supplied.

1.3 You affirm that:

- (a) You hold the legal ownership of or occupy each site;
- (b) The energy supplied to each site is intended for non-domestic use only;
- (c) Each site is duly connected to the distribution system;
- (d) No site is currently subject to a green deal plan and;
- (e) All information you provide (or provided on your behalf) is accurate, up-to-date, and not deceptive in any way.

1.4 In the event that any of the affirmations you made under clause 1.3 are found to be inaccurate or misleading or should the position change from the position you affirmed, we reserve the right to end the terms under clause 9 (ending deemed tariff).

1.5 The deemed tariff will remain valid until it is terminated under clause 9 (ending deemed tariff).

1.6 The distributor is responsible for delivering energy to the designated supply point and maintaining the distribution system, including connection to each site.

1.7 The distributor may disconnect the energy supply to a site under specific circumstances. We hold no liability to you or any other person for any outages or periods when the distribution system is unavailable.

1.8 You own the energy, once the energy crosses the supply point, and you will be accountable for any loss on your side of the supply point.

1.9 The Energy supplied to a site may be subject to limits imposed by the distributor. We cannot assure to supply energy beyond these limits and there will be additional charges if we manage to arrange an excess supply for you.

You are required to:

- (a) Provide us with the information and assistance, we may reasonably request to ensure adherence to our

obligations under deemed terms and conditions or relevant industry codes, timely and without any unnecessary delay;

(b) Keep all equipment, lines, pipes, wires, and cables in safe and good working condition on your side of the supply point, in compliance with relevant legal standards;

(c) Notify us in advance if you plan any changes to a site that may impact the amount of energy you use or the timings of consumption;

Verify that each side stays connected to the distribution system at the relevant supply point and upholds all the required terms related to the connection.

2 Energy Supply

2.1 We are bound to provide energy to every commercial property for which we hold the licence to supply, as recorded within National Industry databases, and you, as our customer, will pay all the charges accrued at the property during the length of your deemed tariff.

2.2 The energy will be delivered to each connection point by the network operator on our behalf. The network operator is responsible for managing the network and the connection of each property to the network and has the right to disconnect the supply of energy in accordance with the provisions mentioned in these deemed terms.

2.3 Ownership of the energy will transfer to you at the connection point. Responsibility for the energy will transfer to you at the connection point, and you will be exclusively responsible for energy losses that are incurred on your side of the connection point.

2.4 We will only supply properties with gas that are not subject (under the industry codes) to a daily meter reading, or otherwise agreed.

The following applies only in the case of supply of electricity:

The network operator hires a supplier to act on his behalf and formulate an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to comply with its conditions. The terms and conditions of the NTC will become operational after the start of the contract and it does affect your legal rights. The NTC is a legally binding contract. It explains your rights and duties in relation to the connection at which your network operator provides electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provides for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether site-specific connection terms exist. If you want to know the identity of your network operator or want a copy of the NTC.

Or, if there are questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London SE1 2AU; Phone: **02077 06 51 37**. Alternatively, see the website at www.connectionterms.co.uk.

3 Disconnection and/or Reconnection Procedure

3.1 The supply to any property may be disconnected if the following conditions are met:

(a) Non-payment of gas or electricity when it is due under deemed or otherwise; or if we believe that:

(i) You must ensure that energy supplied to the property is used lawfully. Any unauthorised actions, such as tampering with meters, redirecting energy, or diverting supply from its intended source, are strictly prohibited and will be treated as a breach of this agreement. Such actions may also be reported to the relevant authorities for further actions.

(ii) There has been interference with the network or meter.

(iii) There has been a breach of any industry regulation or to prevent danger.

(b) It is a legal requirement to disconnect the property under the provisions of a supply licence or another industry code of practice.

(c) The said deemed has been prematurely ended subject to clause 9 and our company is still the Supplier.

3.2 You agree that we (and our contractors) may access your property for the purpose of disconnecting the supply of energy in accordance with clause 3.1. You also agree that we can disconnect the supply remotely if the metering provides for this.

3.3 If the energy supply to any property is (or arrangements are made for it to be) disconnected because of something you have done or failure to action:

(a) You will incur a fixed charge for the process and any disconnection of supply. For a detailed breakdown of these charges, please refer to our policy (Disconnection and/or Reconnection policy) available on our website. Alternatively, you may request a copy by contacting our support team at support@maxenpower.com or call us on **02079 30 30 30**.

(b) We may ask you to compensate us for any costs which we incur in re-establishing the supply; and

(c) If we request, provide us with a performance bond in an amount that we reasonably determine to be approximately the value of three months' supply of energy.

3.4 You will be charged a fix charge by us if you require us to reconnect the supply and any other work related to that reconnection, for detailed breakdown of these charges, please refer to our policy (Disconnection and/or Reconnection policy) available on our website www.maxenpower.com/policies/. Alternatively you may request a copy by contacting our support team at support@maxenpower.com or call us on **02079 30 30 30**.

3.5 You will be served with our notice to disconnect the supply provided to the site in the light of regulations under law, industry supply licence, and other industry codes of practice.

4 Your Obligations

4.1 You confirm that the property is to be used wholly for business purposes and not for domestic use at all. Please feel free to contact Maxen Power if you have any confusion or ambiguity.

4.2 You will inform us:

(a) If there are any energy supply equipment changes made at the site(s).

(b) In relation to any installation of any equipment at the site(s).

(c) Any changes in the voltage of electricity supply at the site(s).

(d) Any changes in the pressure of gas supply at the site(s).

4.3 You agree:

(a) To ensure full cooperation and receipt of information necessary to comply with industry regulations and other codes of practice relating to supply licences and other issues.

(b) To maintain the equipment, pipes, and wires at each property in good and safe working order and in compliance with the law.

(c) That the property must be interconnected with the network through all the relevant points and make sure that you comply with all the necessary agreements in this regard.

4.4 We have your express consent that information can be passed to third parties relating to the supply of energy or any other information necessary to the supply of energy. All this will be done in accordance with the applicable Data protection laws, licence for supply and other industry regulations.

4.5 You do solemnly affirm that information provided by you in respect of the deemed terms is true and accurate according to the best of your information and nothing has been concealed.

4.6 You agree to call the network operator **0800 111999** in the event of any gas escape who will assist you and to allow

access to any emergency services required to resolve the issue.

4.7 You do hereby agree to be contacted through any channels of communication agreed by you at the start of the deemed tariff.

5 Metering and Estimates

5.1 Metering will be arranged by our company in accordance with clause 5.9.

5.2 Any other entity that we have assigned to carry out metering works will have ownership of that or our company itself will be responsible for its ownership. You will have no ownership or stake in that and have no authority to raise an objection for its transfer in the future or if any changes take place to substitute that with other metering.

5.3 Our representative shall have access to every property at all reasonable times for the purpose of installing, reading, inquiring, maintaining, or replacing the meter if required. Further, you hereby give your consent that this right extends to any organisation that is an exclusive owner of the meter and to other independent contractors.

5.4 You shall not interfere with the meter, and you shall take all reasonable care and caution to maintain its condition. It is pertinent to mention here that any loss or damage shall be compensated by you accordingly.

5.5 Once we replace the meter at your request we will charge you for any damages that may arise or expenses incurred including but not limited to visitation charges in relation to such change excluding those that may occur due to any failures from ourselves.

5.6 Arrangement of regular meter readings will be both yours and our responsibility, you should provide us with meter readings by end of every month or anytime additional if you wish to do so.

5.7 We may not use meter reading provided by you to us if they are inconsistent with the reading we hold, taken by us or our representatives. In such event we may ask you for meter picture and/or arrange for meter reader to visit the property.

5.8 The usage at the property will be estimated in the event of meter readings not being available or if meter readings cannot be obtained after using all the options available to us as the supplier of the energy, and you will be charged accordingly. Such estimates shall be amended to accurate reads once meter reads are supplied.

5.9 You have the right to request a meter test provided you have every reason to believe that the meter at the property is not providing accurate information. We will initiate the process of a meter check within a six-week period. We may request reimbursement if the results of the meter test indicate that it is compliant with industry regulations. If the said meter is found inaccurate then we will repair or replace the said meter to industry-required standards. We will adjust the charges if the meter's accuracy is found to not be in accordance with industry codes and regulations.

5.10 Meter operator agents (as mentioned in the industry codes) will be responsible for ensuring the maintenance of half-hourly meters. You should contact them for the same if the site is a half-hourly meter. Details of your Meter Operator must be shared with us in accordance with Clause 5.10.

5.11 You will inform us of an organisation you have contracted at least 30 days in advance of the intended supply start date (and in advance of any replacement). If clause 5.9 is clearly applicable then it is your responsibility to ensure the accuracy of the meter is in accordance with clause 5.8. We may demand compensation from you if the performance of your agent is below Industry Standards for the maintenance of the meter or any other costs that we reasonably incur as a result thereof.

5.12 You hereby consent that consumption data will be stored with us for a minimum of one month in duration and up to five years, as required by Industry regulation. Our usage of that data will be limited to advising of any energy savings for you, advising you of any other products, minimising the likelihood of any energy theft, monitoring the data collection process effectively, and identifying any possible settlement if the need arises in the future. You have the right to restrict our activity in relation to the above-mentioned for the period of one month or more by simply writing to us at Maxen Power Olympic House, 28-42 Clements Road, Ilford, IG1 1BA.

5.13 If you do not have a smart meter in your premises, under industry obligation Maxen Power encourages you to install such a meter. We will inform you time to time and send you communication related to offer you to install a smart meter.

5.14 To request for installation of a smart meter and further information please visit our website www.maxenpower.com/smart-choice/ alternatively contact us on **02079 30 30 30**.

5.15 Some smart meters may not operate as smart meter due to supply switch process. Once we become supplier of the premises where smart meter is in place and the meter is not operating as smart meter we may arrange for it to be read by our designated meter readers.

5.16 We hold your consumption data, at any point you would want to get hold of your consumption data please contact us. We may collect your consumption data from your smart meter more than once a month, should you not want us to collect your data more than once a month please contact us on **02079 30 30 30**.

5.17 If due to any reason the meter is not operating in a proper manner, you may lose some of the functionality and is not retrievable such meter should be replaced upon request to us.

5.18 Any premises where smart meter is installed, we will have access to the meter remotely. This will allow us to obtain reads, update or restore the meter in addition it may allow us to switch it from credit meter to prepayment along with monitoring of the energy you use.

5.19 Under the disconnection process as per clause 3, we may disconnect your supply remotely without visiting the site.

6 Charges

6.1 You agree and will pay us the charged amounts set out in the deemed tariff as stated. Unless we inform you otherwise, all charges are exclusive of Value Added Tax, climate change levy, and Green Deal charges or any other taxes, levies or duties.

6.2 The charges will be payable by you and advised to you on your monthly invoice (wherever applicable in accordance with law).

6.3 If you believe you do not have to pay tax at the set standard rate or qualify for discount or tax exemption it is your responsibility to inform us immediately. We may require you to provide evidence in order for us to apply discounted or remove any such charges accordingly. Should you provide us any incorrect information we will not be held responsible for such and we may ask you for reimbursement of any losses or any other liability we would have incurred in such situation.

6.4 You will receive an invoice every month or at regular for the charges relating to that period. The invoice may be posted by prepaid post or (if agreed) through an e-billing Service. The e-billing Service will send an invoice to your designated email address. It is your responsibility to manage your email address.

6.5 You will pay the charges shown in each invoice to us within 10 days of the date of an invoice or statement or the date specified on the invoice.

6.6 If you do not pay the charges by the payment date, we may charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (which is a minimum of 8% a year above the Bank of England base rate).

6.7 The customer undertakes with Maxen Power that whenever the customer breaches any term or obligations contained within this agreement, or any payment is not settled as and when they fall due, the customer shall indemnify Maxen Power for its Legal costs and expenses associated with enforcing the customer's obligations under this agreement.

6.8 The credit amount that we may owe you could be used to settle any outstanding amount on the contract or to any other companies associated with us in that period. Set-off will settle both the amount owed to you and the amount you owe.

6.9 We will pay any such amount to you on request. We will send the reconciliation notice or credit note to your address as held by us unless we are aware that you are no longer in occupation of the property, and you have not provided a forwarding address.

6.10 As set out in clause 6.6, you will pay the charges in full without any deduction or set-off.

6.11 Your obligations under clause 6 still apply even if you appoint a third-party agent to provide bill processing or validation services.

6.12 Subject to the provisions stated otherwise, if you do not pay any of the charges by the payment date and you are more than 10 days late in making payment, all our unpaid invoices under the contract will be deemed to be immediately due and payable. In addition, we will be entitled to require you to:

- (a) Pay the charges for each month in advance based on our estimate of likely energy consumption in that month (subject to a subsequent reconciliation against actual consumption at least once in every 12-month period)

6.13 If you do not pay any of the charges by the payment date, we may pass information relating to you onto a credit reference agency and/or debt collection agency.

6.14 If you have entered into any other agreement with us or one of our affiliated companies, and you send a payment to our address without specifying the agreement to which the payment relates, then we may choose to allocate the payment to the contract or to the other agreement.

7 Variation

7.1 Maxen Power reserves the right to increase the charges at any time by giving you prior notice due to any possible change in the industry regulations or any other reason beyond the reasonable control of our company. You will be notified of all changes 30 days prior to the change. Please make sure to visit our website frequently to stay informed about any updates to the terms alternatively, you may contact our customer support team at **02079 30 30 30** or write to us at support@maxenpower.com.

7.2 The charges may be varied excluding the monthly price to show any change in the pass through amounts.

7.3 Those charges will be calculated on information obtained with the use of energy at any property. The charges may be varied if the pattern used to calculate the charges proves to be inaccurate to minimise the impact of such inaccuracy.

7.4 Subject to our rights under clause 7.1, we reserve the right to alter the deemed terms provisions and the charges without giving you any notice prior to those changes taking effect.

8 Climate Change Levy and Green Deal Charges

8.1 This clause 8 only applies in the case of electricity supply.

8.2 Once the property goes on a Green Deal plan, we will collect Green Deal charges from you and pass these to the Green Deal provider (or its nominee). We will only collect Green Deal charges under the contract that become payable after the date we commence supplying energy. Once we stop supplying the property, you remain liable under the contract for the Green Deal charges incurred during the period in which we supplied you with energy. Despite the contract ending, as the bill payer under the Green Deal plan, you will remain liable for the Green Deal charges.

8.3 If the electricity supplied to any property is a renewable source of electricity, we will charge you an additional amount equal to the value of the Climate Change Levy that would have been applied if the electricity had not been a renewable source of electricity. We refer to this amount as a CCL Exempt Charge.

8.4 We are required by the Finance Act 2000 to make the following declarations, which do not create any contractual rights or obligations. We declare that, in each averaging period, the amount of exempt renewable supply of energy made by us will not exceed the difference between the total amount of renewable source electricity that during that period is either acquired or generated by us and so much of that total amount as is allocated by us otherwise than to exempt renewable supply of energy.

9 Ending the Deemed Tariff

9.1 Your Deemed Tariff may exit for any or all of your site(s) under the following conditions:

- (a) You enter into a formal contract with us for energy supply, in which case your existing deemed tariff will stop applying when the new contract takes effect.
- (b) You switch to another energy supplier, in this case, the deemed tariff will no longer in effect when another

supplier becomes the responsible supplier of your site.

(c) You are no longer the owner or occupier of the site(s).

(d) If the above clause (9.1c) applies, you must inform us of the new owner or occupier's contact details and the date on which such change is intended to occur. We may also require proof of the change. You remain responsible for charges until a new contract is established for the site.

(e) You are deemed to have experienced an insolvency event, or any legal proceedings or other steps are taken in relation to your bankruptcy, winding-up, liquidation, or administration; the appointment of a liquidator, receiver, administrator, administrative receiver, or similar officer in respect of you or your assets; or the execution of a composition, assignment, or arrangement with your creditors.

(f) Your site is disconnected, either by us or another party.

(g) Your site is subject to a Green Deal Plan.

(h) Our licence to supply energy is revoked, or a regulatory authority assigns another supplier to your site(s), in which case your deemed tariff will automatically end.

9.2 Where we need a landlord's consent to supply the property, or the requirement to operate a network does not come under any statutory licensee so the consent has been obtained by you on the terms acceptable to us.

9.3 The energy is gas, and the property is subject (under the industry codes) to daily meter readings.

10 Liability

10.1 In the event of any party being unable to perform the required obligations due to unavoidable circumstances beyond their reasonable control, it will not affect these terms in totality; however, the party affected will not have any liability for such non-performance. But this will only happen if the party has exercised its due diligence and taken all possible measures to ensure the smooth completion.

10.2 We have no obligation with respect to the energy supply if the supply is shut down, interrupted, delayed, reduced, or impaired because of actions by the network operator.

10.3 We will not be liable to you in respect of physical damage to property that results directly from our termination of the deemed tariff, and which was reasonably foreseeable at the date of the deemed tariff as likely to result from such termination (subject to clause 10.5).

10.4 We will not be liable to you for any loss of profits, revenues, contracts, interest, business, goodwill, or opportunity (whether foreseeable) arising from or in connection with the Deemed tariff (whether in deemed tariff, negligence or otherwise).

10.5 Our total aggregate liability arising from or in connection with deemed terms (whether in deemed tariff, negligence or otherwise) will in no circumstances exceed the average total charges payable to us each year.

10.6 We will not be liable to you for any damage to equipment installed or stored on the property by third parties. We will not be liable either to you or to any third party for any costs incurred by you because of your entering into an agreement with a third party.

10.7 The exclusions and limitations of liability under this clause 10 will not apply to death or personal injury caused by our negligence, or in the case of our fraudulent misrepresentation.

10.8 You will compensate us in full for any loss or cost we suffer because of your breach of deemed terms.

11 Notices

11.1 All notices or other communications to be given by us or directed to us by you in relation to the deemed term must be:

(a) In writing and addressed and sent to the recipient's address or email as shown in the front sheet of the

Deemed Welcome Pack alternatively you can visit our website to obtain the address (or as otherwise notified by the recipient in accordance with this clause 11).

(b) Sent by hand, courier, prepaid post, or email.

11.2 All notices or other communications sent in accordance with clause 11.1 will be deemed to have been received:

(a) In the case of delivery by hand or courier, when delivered.

(b) In the case of prepaid post, on the third day following the day of posting.

(c) In the case of email, on receipt by the recipient's email server, unless receipt would otherwise occur outside of normal working hours, in which case receipt will be deemed to have occurred at 09:00 hours on the next normal working day.

12 Miscellaneous

12.1 This Deemed terms applies as the exclusive agreement between the (parties) Maxen Power Supply Limited ("Maxen Power", "us", "we" or "our") and the customer, person, people, entity named as the customer on provided deemed Welcome Pack (whom we will refer to in these terms as "you" "your" or "customer") in relation to its subject matter. You hereby solemnly affirm that no statement, assurance, promise, assurance, or warranty has been given by you or on your behalf not specifically mentioned in this deemed terms.

12.2 Any delay that occurs due to unavoidable circumstances by you or us in the exercise of our right or obligation shall not be considered or deemed as a waiver of that right or remedy. Even a partial or single exercise shall not bar either of the parties from exercising a similar right in future.

12.3 You require our consent in writing before transferring any of the rights or performance obligations under the deemed tariff

12.4 The said supply may be transferred by us to any other provider who has the necessary authority under the law to supply energy to the property. You do hereby give your consent that such person or an entity will be accepted by you from the date notified by us. We may also delegate anyone the authority of a contract with the title as subcontract under the condition that we will remain liable to fulfil our obligations.

12.5 Any clause in the deemed terms shall be considered as omitted or deleted if the same has been declared as null and void, however it will not affect other provisions unless it could be apparently unreasonable for them to continue.

12.6 The deemed terms shall be amended upon our request following any industry code changes that require amendment, or that have ceased to exist during the period accordingly.

12.7 Subject to restrictions imposed by law or under the industry codes, we reserve the right to raise a notice of objection to a request to switch supplier in relation to any of the properties at any time during the fixed period or monthly plan period or if any invoices under the deemed tariff remain unpaid beyond their due date.

12.8 No provision of the deemed terms shall be enforceable by any third party.

12.9 The deemed terms (and all contractual and non-contractual matters arising in relation to it) will be governed by and read in accordance with the laws of England, and subject to the jurisdiction of the courts of England and Wales.

12.10 Maxen Power reserves the right to refuse supply to any customer on the basis of its credit assessment of the customer or by following due diligence as part of the onboarding process.

12.11 Should you appoint an intermediary for any reason in order to manage your energy supply or relevant to it, we may request you to provide a confirmation with Letter of authority or verbal instructions provided by you. Should you wish to revoke the authority please contact us at any time.

12.12 Where you have an intermediary in place we will hold you responsible for complying with your deemed terms and all the payable charges to us. We will hold you responsible for all the actions of your intermediary in relation to your deemed terms.

12.13 We hold the right to decide not to deal with any intermediary whom you would have assigned for your deemed tariff in place and contact you directly if needed.

13 Glossary

13.1 In the contract any references to:

- (a)** Us includes references to our employees, agents and contractors; You, includes the person, people, company or partnership which has entered into the contract with us.
- (b)** Legislation includes references to that legislation as modified, amended, extended, or re-enacted from time to time.
- (c)** Codes or agreements, includes those codes or agreements as amended from time to time.
- (d)** Clauses are references to the clauses of these terms and conditions.
- (e)** The singular includes references to the plural (and vice versa);
- (f)** The terms 'include' and 'including' are without limitation to any other matters being included in or covered by the relevant provision; and
- (g)** A person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

The words and expressions used in the contract have the following meanings:

Words /Expression	Specific Meaning
Actual consumption	The amount of energy supplied to your property during a period of time based on meter reading provided by you or taken by us
Affiliated Company	means any holding company or subsidiary of ours or any company which is a subsidiary of a holding company of ours and "holding company" and "subsidiary" have the meanings set out in section 1159 Companies Act 2006;
Charges	means the contract rate (or where applicable in accordance with the contract, the non-Direct Debit rate or the out of contract rate or the monthly plan rate), together with any other amounts payable by you to us in accordance with the contract
Connection Point	means, in respect of each property, the point(s) at which the energy flows between the network and your equipment, pipes or wires;
Clause	It is referring to the Clauses in our terms and conditions
Climate Change Levy (CCL)	means the tax of that name established pursuant to schedule 6 of the Finance Act 2000
Contract	means the supply contract between us and you comprising the front sheet (Welcome Pack) and these terms and conditions
Contract rate	means the pence per kWh unit charge for the supply of energy specified in the front sheet (Welcome Pack)
Disconnect/ Disconnection	means to interrupt, cut-off, de-energise, disconnect or suspend a supply of energy, whether temporarily or on a permanent basis
Energy	means either gas or electricity, as specified in the front sheet (Welcome Pack)
Fixed period	means the fixed period specified in the front sheet Welcome Pack (commencing on the date we become responsible supplier) or any subsequent fixed period agreed between you and us
Front sheet	means the cover sheet to which these terms and conditions are attached (or in which they are referred to) together with any schedule(s) attached to it, or Welcome Pack



Green Deal Plan	means a 'Green Deal Plan' as described in the Energy Act 2011, being an arrangement pursuant to which payments in instalments (Green Deal charges) are due to be paid to an authorised provider (Green Deal provider) and are collected by energy suppliers under energy supply contracts
Intermediary	A person or entity appointed by customer to provide us information related to your energy supply and any other information related to your contract. This could be an agent consultant or a broker
Industry codes	means the codes and agreements referred to in our supply licence
Metering	means, for each connection point, the appropriate metering (and related equipment) used for measuring energy consumption data at the connection point and for the collection and transmission of such data
Monthly plan period	means the period that follows the fixed period in accordance with clause 10.1, and during which the monthly plan rate shall apply
Monthly plan rate	means our rates for the supply of energy, as initially notified to you in accordance with clause 10.2 and subsequently amended and notified from time to time in accordance with clause 8.6
Network	means, as the case may be, either the electricity distribution network or the gas distribution network, through which you receive the supply of energy
Network operator	means, in respect of each property, the owner or operator of the network
Non-Direct Debit	Any Payment that is made by any other mean than Direct Debit
Notice date	The period in which customer should inform the supplier about joining another company after the expiry of fixed or any other date mentioned in supply licence
Notice of objection	means an objection to a 'proposed supplier transfer' (as defined in our supply licence);
Out of contract rate	means the customer is not fixed or tied up in any duration of contract with our company in accordance with the way published in our website
Pass-through amounts	Any charge that accrued beyond our own control and is related to supply of energy and including but not limited to operational issues of meter or the collection of data, expenses for the distribution of Energy, Any loss that may arise on the distribution of system, Charges accrued as you exceed the capacity authorised by network operator or any other taxes or duties imposed in this process of electricity supply, the small- scale low-carbon feed-in tariff, contracts for difference, capacity market or anything similar to them)
Property	It refers to all the properties mentioned at the first page as may be changed from time to time
Smart Meter	It is a meter with digital and smart functionality. These type of meters allow us to read meter remotely, test, operate or disconnect the meter.
Supply licence	Denotes the licence to provide electricity under Section 6 of the electricity Act 1989 or for the supply of Gas in accordance with Section 7A of the Gas Act 1986
Renewable source electricity	means 'renewable source electricity', as defined in schedule 6 of the Finance Act 2000
Responsible supplier	means, The Provider who is entitled to provide Supply for Electricity and Gas in accordance with industry regulations to that property
Termination notice	an information through any channel of communication that a customer intends to end his contract by following the clause 10.3
VAT	Value Added Tax, which is a chargeable tax under the Value Added Tax Act 1994
Welcome Pack	Once contract is agreed we send you a Welcome Pack the contains all specific details such as your contract rates your business details such as address and other relevant information related to the agreed contract along with our terms and conditions.

We/us/our Maxen Power	Maxen Power Supply Limited
You/your	the person, people, company or partnership which has entered into the contract with us

OUR FUEL MIX DISCLOSURE

As part of commitment to transparency, all energy suppliers are obligated to disclose their energy fuel mix. Our fuel mix disclosure is available at www.maxenpower.com/why-maxen-power/



Maxen Power Supply Limited



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