



**STANDARD  
TERMS & CONDITIONS**

**Maxen Power**  
Business Customers

# TERMS & CONDITIONS

**Maxen Power Welcome Pack, together with the agreed verbal terms and/or these Terms and Conditions, collectively form the contract between you and Maxen Power Supply Limited (us). These Terms and Conditions are provided to help you fully understand the details of your energy supply and any important information relevant to you.**

**We have formulated these terms in a clear and transparent manner to ensure they are easy to understand and provide you with all the information you need.**

## 1 The Agreed Contract

1.1 The words used in this contract have the same meaning as explained in the glossary at clause 15.

1.2 The Agreed contract is between Maxen Power Supply Limited (“Maxen Power”, “us”, “we” or “our”) and the customer, person, people, entity named as the customer on provided welcome pack ( whom we will refer to in these terms as “you” “your” or “customer”).

## 2 Terms of the Contract

2.1 The said contract will become operational after the successful result of a credit check starting from the date Maxen Power become your energy supplier and will continue until it is terminated or ended in accordance with clauses 10 or 11 of these Terms and Conditions.

2.2 Once Maxen Power becomes supplier to each site/property you agreed contract for at the agreed term(s) and rates as per your welcome pack subject to clause 8.2, we will supply energy to the said sites unless we are already the responsible supplier of that site. Subject to each site is connected to the relevant energy network.

2.3 Once you have agreed to the contract it is your responsibility and you confirm that:

2.3.1 As the occupant of the property, or the individual/entity responsible for it at the time we become your supplier, you are responsible for all matters related to the property’s energy supply, including metering arrangements and payments.

2.3.2 You confirm that the energy supplied at each premises under the contract is used wholly for business purposes.

2.3.3 You confirm that no site for the agreed contract is subject to Green deal plan.

2.3.4 You hereby confirm that all information provided to us in relation to the agreed contract is complete and fully accurate, and no information is false or misleading.

## 3 Energy Supply

3.1 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 contract property during the length of your contract, deemed or otherwise until the end of the contract.

3.2 We will start supplying energy to the property within the period of 21 days after the start of the contract until and unless we have been relieved of this duty due to any extenuating circumstances at this time.

3.3 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 this contract.

3.4 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.

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

3.6 There may be some delays in order for us to become your energy supplier for the agreed site as specified below, once none of the specified circumstances remain we will plan to gain the supply with reasonable and feasible approach, the following are the reasons that may affect such a delay:



**3.6.1** Your existing supplier rises objection towards our request for becoming your supplier.

**3.6.2** Your requested supply start date is scheduled for a later time.

**3.6.3** Any other delay that is commenced from our end due to any circumstance that are aligned with our supply licence and permits us for the delay in gaining the responsibility as supplier of the site.

**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: 020 77065137. Alternatively, see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

**4 Disconnection and/or Reconnection Procedure**

**4.1** 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 the contract, deemed or otherwise; or if we believe that:
  - (i) You must ensure that energy supplied to the property is used lawfully. Any unauthorized 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 contract has been prematurely ended subject to clause 11 and our company is still the Supplier.

**4.2** You agree that we (and our contractors) may access your property for the purpose of disconnecting the supply of energy in accordance with clause 4.1. You also agree that we can disconnect the supply remotely if the metering provides for this.

**4.3** 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](mailto:support@maxenpower.com) or call us on 02079 303030.
- (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.

**4.4** 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. Alternatively you may request a copy by contacting our support team at [support@maxenpower.com](mailto:support@maxenpower.com) or call us on 02079 303030.

**4.5** 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.

## 5 Your Obligations

**5.1** 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.

**5.2** You will inform us:

(a) If there are any material changes or alterations made in the property that may affect the usage of energy at the site or changes to the amount you may consume or any times you may be consuming energy which would affect a multi-rate tariff.

(b) The contract you agreed to supply for electricity and/or gas before the installation of any equipment at the site.

(c) Any change in the voltage if the contract was made for the supply of electricity if the contract is for the supply of electricity.

(d) Any change in the pressure if the contract was made for the supply of gas.

**5.3** 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.

(d) To refrain from executing any new contract with someone else during the tenure of your contract, with any third party with the aim of obtaining supply of energy or at the time of any notice period during the period of monthly plan.

**5.4** 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.

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

**5.6** We may request information from your previous energy supplier or any other relevant parties to supply energy to your property.

**5.7** 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.

**5.8** You do hereby agree to be contacted through any channels of communication agreed by you at the start of the contract.

## 6 Metering and Estimates

**6.1** Metering will be arranged by our company in accordance with clause 6.9.

**6.2** 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.

**6.3** 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.

**6.4** 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.

**6.5** 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.

**6.6** 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.

**6.7** 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.

**6.8** 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.

**6.9** 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.

**6.10** 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 6.10.

**6.11** 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 6.9 is clearly applicable then it is your responsibility to ensure the accuracy of the meter is in accordance with clause 6.8. 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.

**6.12** 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.

**6.13** 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.

**6.14** To request for installation of a smart meter and further information please visit our website [www.maxenpower.com/smart-choice/](http://www.maxenpower.com/smart-choice/) alternatively contact us on 02079 303030.

**6.15** 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.

**6.16** 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 303030.

**6.17** 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.

**6.18** 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.

**6.19** Under the disconnection process as per clause 4, we may disconnect your supply remotely without visiting the site.

## 7 Charges

**7.1** You agree and will pay us the charged amounts set out in the contract 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.

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

**7.3** 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.

**7.4** You will receive an invoice every month or at regular intervals as agreed between the parties 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.

**7.5** You will pay the charges shown in each invoice to us by Direct Debit (unless otherwise agreed) within 10 days of the date of an invoice or statement or the date specified on the invoice.

**7.6** You will be charged a fee if your direct debit is cancelled or returned as unpaid at the date set for the same, a further charge may apply if the direct debit is cancelled or returned and the outstanding amount remains unpaid, and a further charges may apply subject to outstanding amount remains unpaid. If you do not pay by direct debit, you will be charged a fee of 15% sur charge in addition to the figures specified in clause 7.5. For further information around payments and non-payment charges please visit our Payment Policy on our website. Alternatively you can request for a copy from our support team on support@maxenpower.com or call us on 02079 303030.

**7.7** 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).

(a) 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.

**7.8** This clause will apply if a Direct Debit request is returned unpaid, or you pay by a means other than Direct Debit without our prior agreement, or you fail to pay any invoice by its due date. Where this clause applies, we can charge you at the Non-Direct Debit rate (rather than the contract rate or the monthly plan rate) until you pay all the charges in full and reinstate your Direct Debit. We may also charge you an administration fee. This clause applies in addition to any other rights or remedies we may have.

**7.9** 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.

**7.10** If a credit arises under clause 7.6, our company will deduct the amount ordinarily payable by Direct Debit. However, if we have consented to payment terms other than by Direct Debit or if the credit is greater than the amount owing to us, the amount will be credited to your account for that purpose.

**7.11** 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.

**7.12** As set out in clause 7.6, you will pay the charges in full without any deduction or set-off.

**7.13** Your obligations under clause 7 still apply even if you appoint a third-party agent to provide bill processing or validation services.

**7.14** 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); or

(b) Pay us a deposit in an amount equal to our estimate of our likely exposure to you under the contract, in which case title in such amount will vest in us. But we will pay you an equal amount after the payment of our final invoice following the end of the contract (subject to any amounts deducted by us in the settlement of outstanding invoices under the contract).

**7.15** 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.

**7.16** 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.

## 8 Variation

**8.1** 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 in writing 30 days prior to the change.

**8.2** Maxen Power will make every effort to keep your agreed price for the length of your contract, the contract itself does not include a fixed price guarantee. The contract price is subject to wholesale gas/electricity price movements up or down.

**8.3** The charges may be varied excluding the monthly price to show any change in the pass through amounts. We will give you as much advance notice as we can, but we will not be able to do so if we have not been given advance notice of the change in the pass-through amounts.

**8.4** 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.

**8.5** Subject to our rights under clause 8.1, we reserve the right to alter the contract provisions but not the charges by giving you 30 days' notice prior to those changes taking effect.

**8.6** We may amend the monthly plan rate on 30 days' notice prior to notify you at any time after the expiry of 12 months following the date on which the initial monthly plan rate came into effect in accordance with clause 10.2 or any subsequent amendment came into effect under this clause 8.6. We may not otherwise amend the monthly plan rate except in accordance with clause 8.1.

## 9 Climate Change Levy and Green Deal Charges

**9.1** This clause 9 only applies in the case of electricity supply.

**9.2** 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.

**9.3** 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.

**9.4** 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.

## 10 End of Fixed term and Monthly Plan Periods

**10.1** Unless the contract ends earlier in accordance with clauses 10.3 or 11:

- (a) Following the expiry of any fixed period, the contract will continue and will enter the monthly plan period; and
- (b) During the monthly plan period you will be charged at the monthly plan rate (rather than the contract rate).

**10.2** Maxen Power will send you a notice at least 60 days before the expiry of the contract, the said notice will be dispatched in accordance with the terms of our supply licence & the date mentioned therein. It will clearly set our rates that will apply if your contract reverts to the rolling 30-day period. Moreover, we reserve the right to add or amend anything we deem fit and proper for the business. The following shall apply (as applicable):

- (a) Termination during a fixed period.

You may give notice during the fixed period (but only on or before your notice date), that you wish to end the contract with effect from the end of the last day of the fixed period by giving us a termination notice; or

- (b) Termination during a monthly plan period.

You may give notice during a monthly plan period (or during the fixed period, but after your notice date), that you

wish to end the contract by giving us a termination notice not less than 30 days before you want the contract to end (provided that the contract cannot end before the end of the fixed period).

**10.3** Following a valid termination notice given under clause 10.3(a), you must ensure that another supplier becomes the responsible supplier with effect from the end of the fixed period and if:

- (a) Another supplier becomes the responsible supplier at the end of the fixed period, then the contract will end and will not enter a monthly plan period; or
- (b) We are still the responsible supplier at the end of the fixed period, then the contract may enter a monthly plan period and you will have a further 30 days during which time you can arrange another supplier to become the responsible supplier. If this does not happen, then your termination notice may lapse, and you will have to issue a new termination notice under clause 10.4(b) to change supplier.

**10.4** You are bound to ensure that another company starts providing supply if the contract has been terminated under clause 10.3 from the date mentioned in the termination notice and if:

- (a) Another supplier becomes the responsible supplier at the end of the notice period, then the contract will end; or
- (b) You will be given an additional 30 days period after the end of notice to ensure or arrange the smooth transfer of supply to another company. If you fail to perform such an obligation then the termination notice will lapse, and you will be asked to provide a fresh termination notice under the clause mentioned above to change supplier.

**10.5** Termination notice given for any other reason will not end the contract straight away as the contract will only end once a new supplier starts the supply accordingly.

**10.6** We may object to termination notice and supply switch request if there is an outstanding balance on the account that exceeds 28 days.

**10.7** You can provide a termination notice under this clause 10 by writing to us at, Maxen Power Olympia House, 28-42 Clements Road, IG1 1BA or by email: support@maxenpower.com

## 11 Ending the Contract

**11.1** Once you are no longer responsible for the bills at the property, you should inform us in writing to our postal address, or by email at support@maxenpower.com if the date change occurred in the ownership of the property, your contract shall cease to exist the day contract will be shifted to the details of another person providing you are not within the contract date, in which case clause 10.3 (a) applies.

**11.2** You have the right to end the contract by providing a termination notice through any mode of communication including but not limited to email, post, or verbal termination notice within the period of 30 days before the expiry of such contract. The contract shall cease to exist once the termination notice has been logged on to your account.

**11.3** Early termination fees may apply if customers exit a fixed-term agreement before its agreements end date. Your exit fee is calculated by up to 50% of your months of term remaining multiple by agreed Direct Debit amount. For each month that you stay in your contract, your exit fee value will decrease. So, we can calculate your exit fee correctly, you'll need to provide a final meter reading. Maxen Power may reduce the amount at its discretion. For further information around termination please visit our Termination Policy on our website, or alternatively request for a copy from our support team on support@maxenpower.com you can also call us on 02079 303030.

**11.4** The contract may be ended prematurely by Maxen Power if the following conditions arise during the contract:

- (a) Non-payment of a bill after the receipt of the same under the contract and failure to pay within 10 days after the receipt of such information.
- (b) The material Breach has occurred of the provisions of contract other than payment and that breach has not been addressed within 2 days after you were informed of such an irregularity.
- (c) You are deemed in accordance with law to be unable to pay your debts, or any legal proceedings or other steps are taken in relation to your winding-up or liquidation; the appointment of a liquidator, receiver, administrator, administrative receiver, or similar officer in respect of you or your assets; a composition, assignment, or arrangement with your creditors.
- (d) The compliance is strictly unlawful so cannot be performed accordingly

(e) 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.

(f) Supply is not undertaken within 30 days of the date of the contract.

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

**11.5** Once we terminate the contract due to any of the reasons mentioned in clause 11.3, you will be informed of the same in writing by us.

**11.6** We may seek early compensation from you if the contract has been ended in accordance with clause 11.3 or any possible loss or any other expense that may have occurred during that process. Further, we may require the same if our licence has been revoked at any property after we end the contract in respect of the property, then the fixed period or the monthly plan period will end for the property. The contract will continue to apply until we are no longer the responsible supplier, or we may terminate the contract if the property is disconnected. However, you will be charged at the out of contract rate and you will have to reimburse us for all the costs that we reasonably incur until the supply to the property is disconnected or until another supplier becomes the responsible supplier.

**11.7** The termination, ending or expiry of the contract for whatever reason will be without prejudice to your and our rights and remedies which have accrued prior to the end or expiry of the contract. Such ending or expiry will also be without prejudice to the continuing validity of any provision of the contract which expressly or by implication is intended to come into or remain in force on or after the end or expiry of the contract.

## 12 Liability

**12.1** In the event of any party being unable to perform the required obligations under the provisions of the contract due to unavoidable circumstances beyond their reasonable control, it will not affect the contract 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. Details of these measures can be found in the Contract which is sent in the Welcome Pack via post to the supply property address, or in the event of supply being undertaken via the switching serve, in the Switch Complete and Welcome pack sent by post to the supply address.

**12.2** 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.

**12.3** We will not be liable to you in respect of physical damage to property that results directly from our termination of the contract, and which was reasonably foreseeable at the date of the contract as likely to result from such termination (subject to clause 12.5).

**12.4** 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 contract (whether in contract, negligence or otherwise).

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

**12.6** 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.

**12.7** The exclusions and limitations of liability under this clause 12 will not apply to death or personal injury caused by our negligence, or in the case of our fraudulent misrepresentation.

**12.8** You will compensate us in full for any loss or cost we suffer because of your breach of contract.

## 13 Notices

**13.1** All notices or other communications to be given by us or directed to us by you in relation to the contract must be:

(a) In writing and addressed and sent to the recipient's address or email as shown in the front sheet of the Welcome Pack alternatively you can visit our website to obtain the address (or as otherwise notified by the recipient in accordance with this clause 13).

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

**13.2** All notices or other communications sent in accordance with clause 13.1 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.

## 14 Miscellaneous

**14.1** This contract shall be considered 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 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 contract.

**14.2** 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.

**14.3** You require our consent in writing before transferring any of the rights or performance obligations under the contract.

**14.4** The said contract 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 in the contract.

**14.5** Any clause in the contract 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.

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

**14.7** 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 contract remain unpaid beyond their due date.

**14.8** No provision of the contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**14.9** The contract (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.

**14.10** 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.

**14.11** Maxen Power may pay commission to any independent consultant or individual who would have introduced you to us. The commission will form part of the charges you pay to Maxen Power, as agreed by you in Verbal terms and conditions.

**14.12** 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. We will hold valid letter of authority in place until we are requested by you to cancel it for the remaining contract duration you hold with us.

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

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

## Glossary

### 15.1 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 means 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/](http://www.maxenpower.com/why-maxen-power/)



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