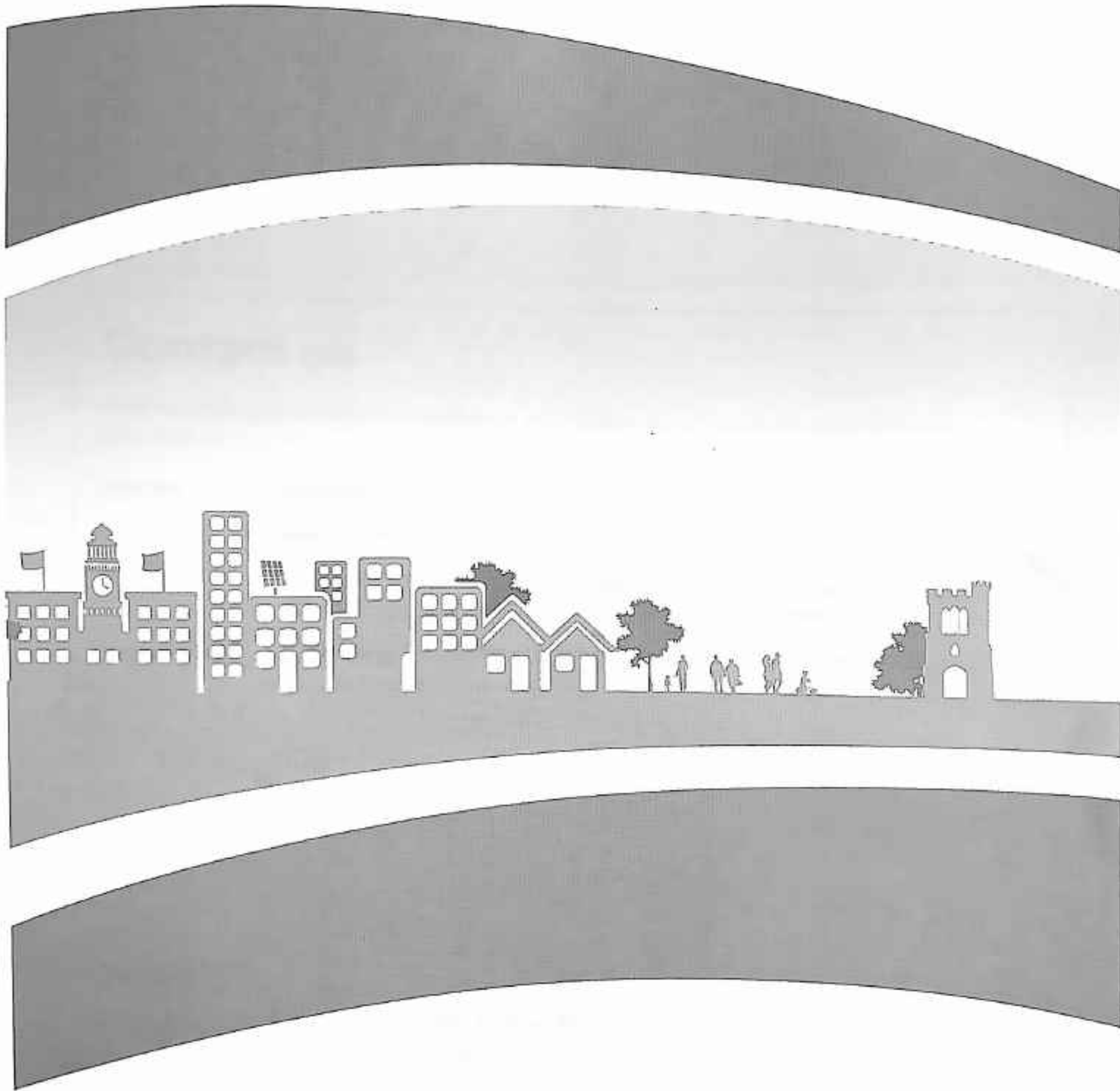




Residential Supply Agreement



Contact us

If you have any queries about this document or your service, visit our website for more information or contact us.

Website: www.bdenergy.org.uk

Email: enquiries@bdenergy.org.uk

Phone: Our Customer Service Team is available from 8.30am to 5pm, Monday to Friday on **020 8227 5960**. Outside of these hours, please call this number for emergencies only.

Write to us at: **B&D Energy Ltd, Barking Town Hall, Town Square, Barking, IG11 7LU**

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Publication reference number: MC8360F

Date edited: May 2022



Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form and send it to: **B&D Energy Ltd, Town Hall, 1 Clock House Avenue, Barking, IG11 7LU** or email to enquiries@bdenergy.org.uk

Name and full postal address of your bank or building society

To the Manager
Address 2, TRITON SQUARE, REGENT'S PALACE, LONDON
Postcode NW1 3AN

Service user number

1	7	6	2	5	4
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Instruction to your bank or building society

Please pay B&D Energy Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with B&D Energy Ltd and, if so, details will be passed electronically to my bank/building society.

Name(s) of account holder(s)

ESTER BODOVICS NEMETH

Bank/building society account number

1	3	8	7	8	6	2	1
---	---	---	---	---	---	---	---

Branch sort code

0	9	0	1	2	9
---	---	---	---	---	---

Reference number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature(s) <i>Ester Bodovics Nemeth</i>
Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

This is not part of the Instruction to your bank or building society and must be detached by B&D Energy Ltd before submission to the paying bank.

Please give us your name, address and telephone number

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit B&D Energy Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request B&D Energy Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by B&D Energy Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when B&D Energy Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Part A Customer Agreement



Customer Name	Eszter Nemethne Bodovics
Customer Supply Address	2 Fleming street, IG11 7SB
Customer Billing Address (if different from the Customer Supply Address)	
Customer current address (if different from the Customer Supply Address or customer billing address)	
Customer email address (if applicable)	esther.b.16@hotmail.com
Customer daytime phone number or mobile number (if applicable)	07923463622
Development	Maisonette
Type of Supply	Domestic
Energy Services Supplied	<input checked="" type="checkbox"/> Heat <input type="checkbox"/> Electricity (for Gascoigne schemes only)
Date You started Your tenancy or took ownership of Your Premises	
Payment Terms	Within fourteen (14) days of the date of the Bill
Payment Method	<input checked="" type="checkbox"/> Direct Debit (fill in and return the Direct Debit Form at the front of this document) <input type="checkbox"/> Other method of payment (Note: the Direct Debit discount of £30 per annum will not apply)
Paperless billing	<input checked="" type="checkbox"/>

Part A Customer Agreement



Charges from 1st April 2024

Heat

Housing Association Rental Tenants

Annual Standing Charge inc VAT	Daily Standing Charge inc VAT	Unit Charge inc VAT, ppkWh
£113.13	30.99p	9.62

Private Owners

Beds	Annual Standing Charge inc VAT	Daily Standing Charge inc VAT	Unit Charge inc VAT, ppkWh
1	£ 392.97	£1.0766	9.62
2	£ 392.97	£1.0766	
3	£ 418.32	£1.1461	
4	£ 424.66	£1.1635	

Electricity (if we supply it)

About Your Electricity Tariff	
Unit Rate	Day rate 35.65 p per kWh
	Night rate* 13.63 p per kWh
Standing Charge, p/day	26.62 p per day

* Night Rate applies 11pm to 6am every day

Direct Debit Discount

All our tariffs assume that you pay by Direct Debit. This keeps our costs down. If you decide that you want to pay by any other method than Direct Debit then we will add £30 to your annual standing charge.

Debt Processing Charge

We will pass on to you any charges that we reasonably incur in the recovery of money you owe us.

Reconnection Charge

If we disconnect your supply, we will make a re-connection charge of £120 to be added to any amount you owe.

- 1.1. This Residential Supply Agreement (the Agreement) governs the supply by B&D Energy Limited (Company No. 10088491) whose registered office is at the B&D Energy Limited, Barking Town Hall, Town Square, Barking, England, IG11 7LU (We, Us, Our) of energy Services to the Customer (You, Your) at Your Premises. The attached Supply Terms and Conditions as well as the Schedule and the Policies referred to in this Agreement shall form part of the Agreement. In the event of any inconsistency, the provisions set out in the body of Part A and Part B of this Agreement shall take precedence over any Schedules and any Policies.
- 1.2. You are connected to Our Heat Network and/ or Our Private Wire Network (as applicable) for the provision of energy Services and We will also provide You with metering, billing and administration services.
- 1.3. You agree that We are Your sole provider for Heat energy and that You will be unable to obtain a Heat supply from any other third party provider. Your Heat will be supplied to You via Our Heat Network.
- 1.4. Your Electricity will be supplied to You via Our Private Wire Network. Your Electricity will be supplied to You by Us unless You choose to switch by a licensed third party supplier, Where Electricity is supplied to You by a third party licenced supplier, the provisions relating to the supply of Electricity under this Agreement shall no longer be applicable.
- 1.5. We already notified You that We are authorised to supply electricity under an electricity licence exemption.
- 1.6. If You are a landlord or You let Your Premises in accordance with the provisions of this Agreement then We will suspend this Agreement as soon as We receive a duly signed residential supply agreement substantially in the form of this Agreement from the new tenants. If the tenants inform Us that they no longer rent or occupy Your Premises or their residential supply agreement has been terminated then the suspension under this Agreement will be lifted.
- 1.7. This Agreement is a legal document, words and expressions starting with capital letters have the meanings given to them in the Table of Definitions section of the Supply Terms and Conditions.
- 1.8. By signing this Agreement:
 - 1.8.1. You are making a legally binding agreement to comply with the terms of this Part A, the Supply Terms and Conditions and the Schedule;
 - 1.8.2. You agree to pay all Charges due on time to Us and any other costs or charges applicable under the terms of this Agreement.

1.9. You confirm that You have read and understood this Part A, the Terms and Conditions and the Schedule. It is important that You understand that the supply of Electricity and/or Heat under this Agreement is taken wholly and mainly for domestic purposes.

1.10. We draw Your specific attention to terms in the Supply Terms and Conditions allowing Us to:

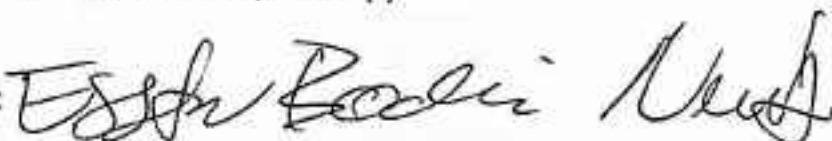
- 1.10.1. suspend, disconnect or terminate Our Services if You do not pay Us on time and in accordance with the provisions of this Agreement (Clause 8 - Supply interruption, suspension and disconnection and Clause 10 - Termination and moving home);
- 1.10.2. use Your personal information (Clause 13 Data protection);
- 1.10.3. and limit Our liability if We do not meet Our responsibilities and obligations under this Agreement (Clause 14 - Liability).

Please fill out the relevant information required in Part A above and sign and date below to accept the terms of this Agreement. Please then return it to Us at the below address.

Please also fill in and sign the Direct Debit Form (where applicable) and return it to Us at the below address. In addition, please provide Us with a copy of proof of Your current address and send to:

B&D Energy Limited Barking Town Hall Town Square Barking IG11 7LU

The signed original version of this Agreement will be kept by Us, however We will provide You with a copy for Your records and We suggest You keep this copy.

Signed: 

Name: (please print Your name in BLOCK CAPITALS)

Eszter Nemethne Bodovics

Date:

Part B - Supply Terms and Conditions

1. Introduction

- 1.1. Any Clause or paragraph heading used in these Supply Terms and Conditions are for the purposes of convenience or reference only and shall not affect their interpretation.
- 1.2. Any reference in these Supply Terms and Conditions to a masculine includes the feminine and the singular includes the plural and vice versa unless the context requires otherwise.

2. Duration

- 2.1. This Agreement is effective from the earlier of:
 - 2.1.1. the date when We receive from You a properly completed and executed Part A; or
 - 2.1.2. the date on which You start occupying or take responsibility for Your Premises or take a supply of Electricity and/or Heat at Your Premises (the Effective Date).
- 2.2. By using Our Services, You are deemed to have accepted these Supply Terms and Conditions to the exclusion of any other terms.
- 2.3. The Agreement will continue unless terminated in accordance with Clause 10 of these Supply Terms and Conditions.

3. Our energy Services supplied to You

- 3.1. We will supply Our Services to Your Premises from the Effective Date unless suspended, disconnected or terminated in accordance with the provisions set out in these Supply Terms and Conditions.
- 3.2. We will provide Our Services to You in accordance with all applicable laws and regulations and Good Industry Practice.
- 3.3. Subject to the provisions in Clause 8 or Clause 10, where Our Services are interrupted, suspended, disconnected or terminated or where You have breached this Agreement, We will provide Our Services in accordance with Our Guaranteed Standards of Service, We will ensure that We meet the standards for supply and fault response in accordance with Our Guaranteed Standards of Service and where We fail to do so, You will be entitled to compensation payments in accordance with Our Guaranteed Standards of Service. A current version of Our Guaranteed Standards of Service is available for download

from Our Website or contact Us and We will provide You with a paper copy.

- 3.4. Your Electricity, where supplied by Us, is supplied under a licence exemption and We are therefore not subject to the licence conditions and obligations under the Electricity Act 1989 (as amended or restated from time to time) which We would have been subject to if We were a licensed supplier.
- 3.5. Inside Your Premises there is a Heat Interface Unit. We are responsible for the maintenance, repair and replacement of Our Heat Network up to the exit point of the Heat Interface Unit as shown in the drawing in Schedule 1.
- 3.6. We are responsible for the maintenance, repair and replacement of Our Private Wire Network.

4. Your obligations to Us

- 4.1. You agree to pay Our Charges and any additional costs or expenses applicable under this Agreement on time and when due in accordance with this Agreement.
- 4.2. You will ensure that Your obligations under this Agreement are not breached by You or any person living at the Customer Supply Address.
- 4.3. You agree that You are responsible for the maintenance, repair or replacement of Your Equipment and You agree to keep Your Equipment in a good working order and safe condition at all times and at Your own cost unless such obligations are the responsibility of Your landlord.
- 4.4. You agree that You or any other person living at the Customer Supply Address will not interfere, tamper with, damage or attempt to remove Our Equipment, any Meters or any other equipment belonging to Us, Where You or any other person does, We may suspend Our Services to You or disconnect You and You will be liable for any costs We incur as a result.
- 4.5. You agree that You will do nothing that will prevent Us from supplying Our Services to You.
- 4.6. You agree that You will report to Us any fault of the Your Equipment or Our Equipment as soon as practicable.

5. Charges, price review and billing

Charges

- 5.1. You agree to pay to Us:
 - 5.1.1. the Charges;
 - 5.1.2. any Applicable Taxes; and
 - 5.1.3. any other charges that may have become due from You to Us in accordance with this Agreement, within fourteen (14) days from the date of each Bill.
- 5.2. We will calculate the Unit Charge based upon actual and accurate Meter readings taken or Our estimation in accordance with the provisions in Clause 7 and the Standing Charge based on the relevant period where We supplied You with Our Services.
- 5.3. We will Bill You in accordance with Our billing procedures as set out below.
- 5.4. You may pay by Direct Debit, standing order, bank transfer or by credit or debit card.
- 5.5. If You do not pay by Direct Debit:
 - 5.5.1. You must ensure that Your account number is clearly shown on Your payment otherwise We may not be able to allocate the payment to Your account; and
 - 5.5.2. You agree that the annual Direct Debit discount of £30 will no longer apply and £30 per annum shall be added to Your Standing Charge.
- 5.6. Where You do not pay the relevant Bill when due, Your right to continue to be supplied with Our Services may be affected, such that We may suspend, disconnect or terminate Our Services, We may also charge You late payment interest of 2% above the Bank of England base rate applicable from time to time, We also reserve the right to charge You any costs or expenses We have reasonably incurred in recovering monies from You where You have failed to pay a relevant Bill.
- 5.7. If You have any difficulties paying Bills, We may apply Our Debt Collection Policy or if You are a Vulnerable Customer, the provisions of Clause 6 below shall apply.

Price review

- 5.8. The tariffs for the Electricity Unit Charge, Electricity Standing Charge, Heat Unit Charge and Heat Standing Charge as of the Effective Date are set out in Part A.

- 5.9. Subject to Clause 5.10, We will review these tariffs annually and any changes to these tariffs will become effective on 1st April each year, We will notify You of any changes to Our tariffs and charges or Our Pricing Policy together with an explanation as to what the changes are based on and how We have calculated them at least one (1) month before they become effective, We will review Our tariffs and Charges in accordance with Our Pricing Policy. A current version of Our Pricing Policy is available for download from Our Website or contact Us and We will provide You with a paper copy.
- 5.10. We may be required to review Our tariffs, charges and pricing more than once per year, for example where there have been changes to taxation, duties or levies relating to the supply of Our Services and We will notify You of the changes together with an explanation as to what the changes are based on and how We have calculated them at least one (1) month in advance of any such changes becoming effective.

Billing

- 5.11. We will issue You with a Bill every month. Together with every Bill We will provide You with the such billing information as is required showing, amongst other information, a breakdown of the various Charges.
- 5.12. The Charges and any additional charges (as applicable) will be billed to You monthly in arrears.
- 5.13. The number of metered units recorded by the Meter or, where this information is not available, the number of used units as estimated by Us, for Your consumption of Electricity and/or Heat will be multiplied by the relevant tariff of the Unit Charge to determine the total charge for Your consumption within the relevant Bill period. The Electricity Standing Charge will be multiplied by the number of days in the relevant Bill period.
- 5.14. Where You are entitled to compensation payments in accordance with Our Guaranteed Standards of Service, We may deduct any compensation amounts from the relevant or future Bill or make any compensation payments to You directly.
- 5.15. You will receive the relevant Bill by post or, if You have opted for paperless billing, We will notify when the Bill is available to view or download.

6. Difficulty of paying Bills and Vulnerable Customers

Difficulty of paying Bills

- 6.1. If You have any difficulty in paying any Bills or generally for Our Services to You, You must contact Us immediately. We may agree with You a payment plan as set out in Our Debt Collection Policy which will factor in Your financial circumstances and ability to pay any outstanding debts owed to Us.
- 6.2. If You have not made a payment of any of the Bills when due or have notified Us in accordance with Clause 6.1, We will follow Our Debt Collection Policy. A current version of Our Debt Collection Policy is available for download from Our Website or contact Us and We will provide You with a paper copy.

Vulnerable Customers

- 6.3. Where You are considered to be a Vulnerable Customer, We will apply our Vulnerable Customer Policy. A current version of Vulnerable Customer Policy is available for download from Our Website or contact Us and We will provide You with a paper copy.

7. Metering and access

- 7.1. The consumption of Your Electricity and/or Heat will be read automatically by the Meters. Generally We will not need access to Your Premises to read the Meters.
- 7.2. Your Heat Interface Unit will consume a continuous amount of energy to keep the Heating Interface Unit warm. This is to ensure that it can deliver hot water quickly and is referred to as the Heat Interface Unit's "keep warm" function.
- 7.3. We will use actual and accurate Meter readings to determine Your Charges, Where We are unable to obtain actual and accurate Meter readings, We will estimate Your Electricity and/or Heat consumption based on Your previous consumption. If We are unable to determine Your previous Electricity and/or Heat consumption, We will estimate Your Electricity and/or Heat consumption based on the average energy consumption for a similar property to Your Premises.
- 7.4. You agree that You will accept as accurate all Meter readings taken or estimated by Us unless there is an obvious error or a Meter reads inaccurately or is defective.
- 7.5. Where You reasonably believe that a Meter produces inaccurate readings or is defective, You can ask Us to check the Meter or alternatively ask an independent expert to examine the Meter,

Where You ask an independent expert to test the Meter, You will be liable for the costs of such expert and We will not refund such costs to You.

- 7.6. Where You have asked Us to check the Meter and We find that the Meter reads accurately and is not defective, We will charge You Our costs and expenses reasonably incurred by Us to check the Meter.
- 7.7. If, following examination, a Meter is found to read inaccurately or be defective, We endeavour to procure a repair or replacement of the Meter and make the relevant adjustments to Your subsequent Bill to account for the inaccurate Meter reading, We will adjust incorrect Meter readings based on a reasonable estimate of Your previous Electricity and/or Heat consumption and if this is not available, We will base Our estimate on the average energy consumption for a similar property to Your Premises, Where, following examination, We find that a Meter reads inaccurately or is defective, or where We check the Meter using an independent expert, You will not be required to pay any costs or expenses for such examination of the relevant Meter.
- 7.8. We will regularly test any Meters and You will allow Us safe and uninterrupted access to Your Premises (if necessary) in order to check any Meters.

Access

- 7.9. From time to time, We may need access to Your Premises for reasons including installing, maintaining, repairing or replacing any equipment connected to Our Equipment, reading, replacing, exchanging or inspecting any Meters, suspending or disconnecting Our supply of Services to You or in case of emergencies, danger or where We are required to do so by law.
- 7.10. Where We require access to Your Premises, You agree that You will allow Us safe and uninterrupted access to Your Premises to the extent that We reasonably require.
- 7.11. We endeavour to access Your Premises at a mutually convenient time and, unless We require immediate access in emergencies, to avoid danger or where we are required by law to obtain access sooner.
- 7.12. We will give You reasonable notice in accordance with Our Guaranteed Standards of Service where such access is required.
- 7.13. Where We exercise Our right to suspend, disconnect or terminate Our Services to You or where You terminate the provision of the Services We provide to You in accordance with the provisions of this Agreement, You must allow Us access to Your Premises to suspend or

disconnect Our Services to You (if necessary), and/or to alter, reconfigure or remove any Meter and/or Our Equipment and/or any other equipment belonging to Us and You must not reconnect the supply of Our Services at Your Premises without Our consent.

8. Supply interruptions, suspension and disconnection

- 8.1. We may suspend or disconnect Our Services to You without any liability to Us:
- 8.1.1. if You are in material or persistent breach of this Agreement (other than Your obligation to pay Our Charges);
 - 8.1.2. if You have not paid the Charges or any other costs or charges applicable to You in accordance with this Agreement but always subject the provisions in Clauses 5 and 6;
 - 8.1.3. if We have reason to believe that You or any other person has used, stolen or unlawfully abstracted the Services or attempted the same without being authorised to do so;
 - 8.1.4. if You or any other person has interfered, damaged, tampered with, damaged or attempted to remove Our Equipment, any Meters or any other equipment belonging to Us;
 - 8.1.5. where You have requested that We do not provide Our Services to You;
 - 8.1.6. where You unreasonably deny Us access to Your Premises where We require such access in accordance with this Agreement;
 - 8.1.7. if You no longer own, lease, rent or occupy the Premises;
 - 8.1.8. if Our obligation to provide the Services under this Agreement has been terminated;
 - 8.1.9. if We have reason to believe it is necessary to do so to avoid danger to life or property or in case of an emergency;
 - 8.1.10. if We are required to do so by law, upon the direction of any competent authority or if the supply of Our Services or any part thereof means We breach the law;
 - 8.1.11. if We are required to inspect, alter, maintain or repair Our District Energy Network;
 - 8.1.12. in any other events or circumstances which are beyond Our reasonable control and which prevent Us from providing the Services to You such as acts of god, war, acts of terrorism, civil conflict, strikes or other industrial disputes, fire, flood or explosion, nuclear, chemical or biological

contamination, extreme or severe weather conditions, interruption or failure of utility services including electric power, gas or water or any changes in law or where it would be unreasonable for Us to provide Our Services to You, provided always that We have taken all reasonable steps to guard and mitigate against such events or circumstances; or

- 8.1.13. if We cease to be entitled to provide Our Electricity supplies to You on a license exempt basis.

- 8.2. If Our Services to You are suspended or disconnected in accordance with Clauses 8.1.1 to 8.1.5, You are required to pay Our reasonable expenses incurred in disconnecting and reconnecting Your energy supply.

9. Standard Terms of Connection

- 9.1. When We supply You with the Services under this Agreement, You are also entering into a standard connection agreement with Your local electricity network operator, We are also Your electricity network operator. This gives You the right to have electricity delivered to You through the Private Wire Network. It is a legal agreement which sets out Your rights and obligations relating to the connection which Your network operator (i.e. Us) delivers electricity to You or accepts electricity from You. The connection agreement is that You and We, as Your electricity network operator, accept the National Terms of Connection (NTC) and agree to keep to its conditions. You will enter into the connection agreement when You enter into this Agreement. If you exercise Your right to terminate the supply of Electricity by Us to You and You still wish to be supplied with electricity by another third party electricity supplier, We will enter into a separate agreement with Your new supplier and We will charge "use of system charges" for the use of Our Private Wire Network by Your new supplier and Your new supplier may seek to recover such "use of system charges" from You. If You want a copy of National Terms of Connection (NTC) or have any queries or concerns about the NTCs, please contact the Energy Networks Association (ENA):

Energy Networks Association (ENA)
6th Floor, Dean Bradley House
52 Horseferry Road
London
SW1P 2AF

Telephone: **+44 (0) 20 7706 5100**
Email: **info@energynetworks.org**
Website: **www.energynetworks.org**
For a copy of the NTCs go to
www.connectionterms.org.uk

10. Termination and moving home

- 10.1. Subject to Clause 10.3, You can terminate this Agreement in full (i.e. for the supply of both Electricity and Heat) or in part (i.e. for the supply of Electricity only or for the supply of Heat only) at any time by giving Us ten (10) Working Days written notice.
- 10.2. Where You have terminated this Agreement for the supply of either Electricity or the supply of Heat, this Agreement shall continue to govern the supply of Our Services which You wish Us to continue.
- 10.3. If you move out of Your Premises, You must give Us at least ten (10) Working Days notice together with notice of the date You want Us to end the supply of Our Services to You. You will remain liable for Our Charges until the Termination Date.
- 10.4. We may terminate this Agreement if You:
 - 10.4.1. are in material or persistent breach of this Agreement (other than Your obligation to pay Our Charges);
 - 10.4.2. have not paid the Charges or any other costs or charges applicable to You in accordance with this Agreement but always subject the provisions in Clauses 5 and 6; or
 - 10.4.3. no longer own, lease, rent or occupy the Premises.
- 10.5. Where We terminate You in accordance with Clause 10.4, We will provide You with ten (10) Working Days prior written notice of termination of this Agreement.
- 10.6. Where We terminate this Agreement, We will notify You of the Termination Date as soon as We reasonably can.
- 10.7. If You are supplied with Electricity by Us then You may choose to select a different supplier for Your electricity. Any new supplier You contact regarding taking on Your supply needs to know Your Premises are served by a Private Wire Network. If You want to switch to another electricity supplier, please contact Us or visit Our Website for more information.
- 10.8. Where You move out of Your Premises, You must provide Us with a forwarding address so that We are able to contact You in respect of any Charges that You may owe Us, or any amounts that We may owe to You. If You wish to move out, You can find a Moving Out Form on Our Website or We can provide You with a paper copy at Your request.

11. Consequences of termination

- 11.1. Where You have provided Us with a valid notice to terminate this Agreement or We have terminated You in accordance with Clause 10.4, We will prepare a final statement and issue a Bill of Our Charges and any additional charges (as applicable) to You within six (6) weeks of the Termination Date. The final statement may include any Termination Charges that may be applicable to You upon termination of this Agreement.
- 11.2. We will notify You of the date when Our supply of Our Services will end under this Agreement and You agree that You are liable for payment of all Our Charges up to and including the Termination Date.
- 11.3. Please be aware that You will remain liable following termination of this Agreement for any other previous breach of this Agreement by You, and We will remain liable for the consequences of any previous breach by Us.
- 11.4. If You terminate this Agreement, You must not take Our supply of Services after the Termination Date.
- 11.5. If You remain in occupation of Your Premises and continue to take supply of Our Services after the Termination Date, or allow any other person to do so, You will be liable to pay Us for such supply of Services, the charges of which We will determine and notify to You. Our charges may include any additional costs incurred by Us as a consequence of You continuing to take a supply of Our Services after the Termination Date.
- 11.6. Once We have received full and final settlement of Your final Bill, We will close Your account.

12. Assignment and subletting

- 12.1. We may assign any of Our rights under this Agreement to any other party and may subcontract any of Our obligations under this Agreement to any other party on written notice to You.
- 12.2. You may not assign or otherwise transfer Your rights and obligations under this Agreement without Our prior written consent.
- 12.3. Subject to the provisions in paragraph 1.6 of Part A and Your ability to sublet under Your property agreement (if applicable), Your obligations under this Agreement will not change in any way if You sublet Your property interest in the Customer Supply Address or any part thereof and You will remain liable to Us in respect of all Charges and any additional costs We may reasonably incur as

a result and any breach of Your obligation under this Agreement notwithstanding any subletting or any breach that may have been caused by any person or persons to whom You have sublet Your interest in the Customer Supply Address.

13. Data protection

- 13.1. If You provide any personal data to us under this contract, B&D Energy Limited will be the 'data controller'. Our Data Protection Officer can be contacted at:

B&D Energy Limited
Data Protection Officer
B&D Energy Limited
Barking Town Hall
Town Square
Barking
IG11 7LU

Email: dpo@bdenergy.org.uk

- 13.2. We will process Your personal data in accordance with Our Privacy Notice, which We will amend from time to time. You can find it at www.bdenergy.org.uk/privacy-notice or You can call Us and ask for a paper copy. You should read it as it sets out important rights You have in connection with the use of Your personal data. Our Privacy Notice sets out:

- 13.2.1. where We might get data about You from;
- 13.2.2. why We need it;
- 13.2.3. what We might do with the data (including whom We might share it with);
- 13.2.4. the circumstances in which We might transfer it (including abroad);
- 13.2.5. how long We can keep it for and how to contact Us to delete it;
- 13.2.6. Your rights in connection with use of Your information and whom You can complain to if you think Your rights have been breached or Your information used in a way You have not consented to;
- 13.2.7. the circumstances in which Your data might be transferred abroad; and
- 13.2.8. how long We keep it for.

Your rights

- 13.3. You have a number of rights which relate to the access to and control of Your data. These are also set out in Our Privacy Notice.

14. Liability

- 14.1. Nothing in this Agreement limits or excludes or restricts Our liability for death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors; or fraud or fraudulent misrepresentation or anything which cannot be limited or excluded by law.
- 14.2. We are responsible for any loss that is a direct and foreseeable consequence of Our breach of this Agreement, negligence or breach of statutory duty.
- 14.3. We are not liable to You for any other loss including without limitation:
 - 14.3.1. those caused by an event or circumstances beyond Our reasonable control;
 - 14.3.2. any indirect or consequential economic, business or financial loss (including loss of revenue, savings, profit, use or opportunity, wasted expense or loss of contract or goodwill).
- 14.4. We are not liable to You for any failure of or problems with Your Equipment unless such failure or problem has been caused by any act or failure to act by Us or by Our breach of this Agreement.
- 14.5. Notwithstanding any other provision of this Agreement, We are not responsible and have no liability to You for any failure to provide or deterioration in the Services caused by any matter outside the scope of Our responsibilities and obligations under this Agreement.
- 14.6. Subject to Clause 14.1, Our total liability to You for breach of this Agreement or negligence by Us is limited to £5,000 in any one (1) calendar year.

15. Changes to this Agreement

- 15.1. We can change or alter the provisions of these Supply Terms and Conditions and this Agreement (including changes to Our tariffs or Charges in accordance with Clause 5), Where We change or alter any Main Contractual Provisions, We will notify you at least one (1) month prior to such change coming into effect.

16. Complaints procedure and notices

- 16.1. If You are unsatisfied with Our Services and wish to make a complaint, You can do so in writing, by email or over the phone. In the first instance You should address Your complaint as follows:
- 16.1.1. in writing to:
B&D Energy Limited
Barking Town Hall
Town Square
Barking
IG11 7LU
 - 16.1.2. by email to:
enquiries@bdenergy.org.uk
 - 16.1.3. over the phone to:
020 227 5960 (opening hours 8.30am to 5pm, Monday to Friday)
- 16.2. We will investigate Your complaint in accordance with Our Complaints Procedure and advise You of the outcome of such an investigation. A current version of Our Complaints Procedure is available for download from Our Website or contact Us and We will provide You with a paper copy.
- 16.3. If You are dissatisfied with the outcome of Our investigation, You can escalate Your complaint in accordance with Our Complaints Procedure and We will seek to resolve it as soon as reasonably practicable.
- 16.4. If You are still not satisfied, You may wish to seek independent, free and confidential advice on your consumer rights by contacting Citizens Advice. You can find more information and the contact details of Your local office at **www.citizensadvice.org.uk**. You can also contact the Energy Ombudsman, details of which You can find in Our Complaints Procedure.

17. General

- 17.1. This Agreement constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to its subject matter. You and We agree that in entering into this Agreement the parties do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 17.2. Nothing in this Agreement is intended to confer on any person who is not a party to it any rights, benefits or remedies of any kind or the right to enforce any of the same.
- 17.3. Each of the terms and conditions of this Agreement are separate. If We or You are told by a court or other competent authority that We or You cannot rely on a certain clause or provision in this Agreement, the other clauses or provisions of this Agreement will still remain valid.
- 17.4. The Agreement is governed by the laws of England and both You and We agree to submit to the exclusive jurisdiction of the courts of England and Wales.

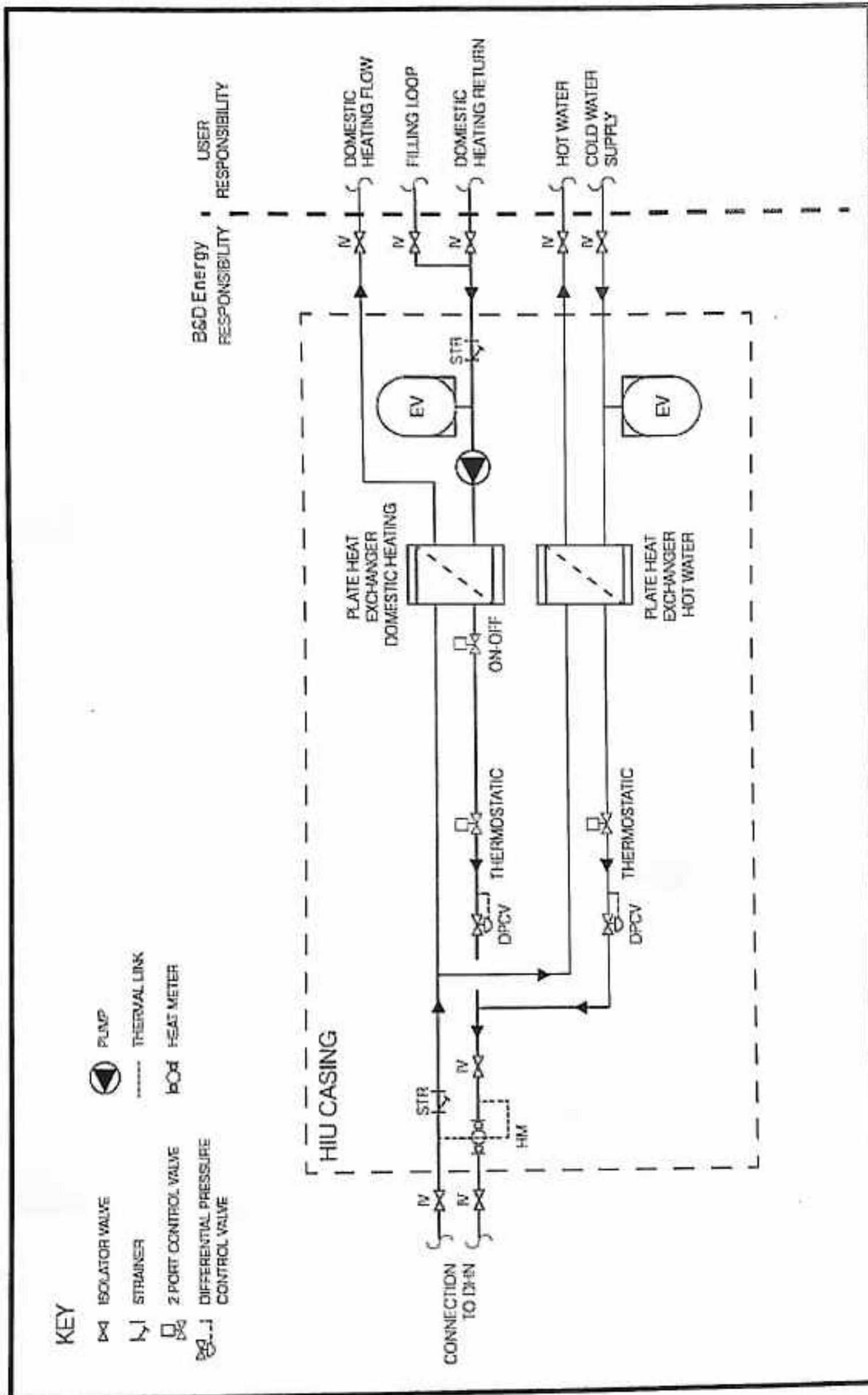
18. Table of Definitions

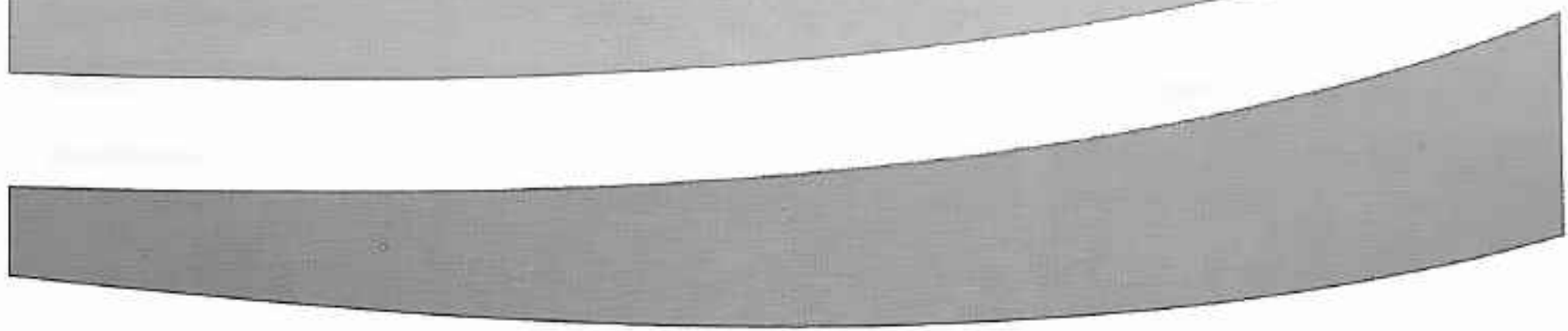
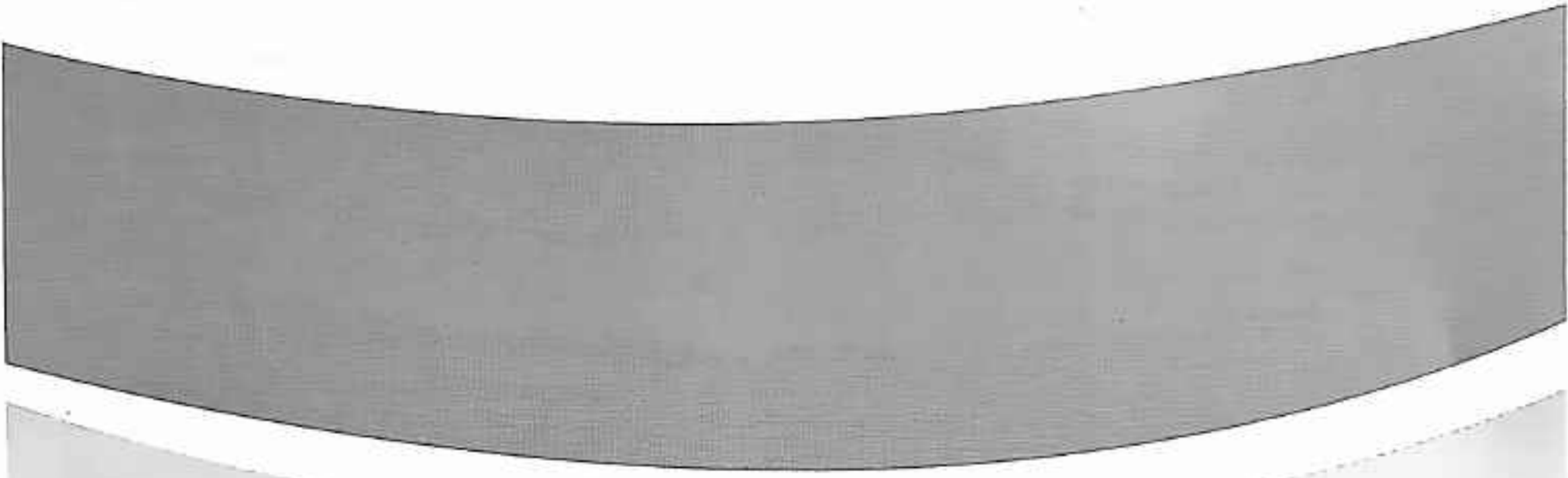
Agreement	means Part A and the Supply Terms and Conditions set out in Part B and any Schedules attached hereto
Applicable Taxes	means any current and future taxes (including value added tax), levies, duties at the prevailing rates applicable to the supply of electricity and/or heat
Bill	means the bill (including relevant billing information) or statement which We will send to You in accordance with this Agreement
Charges	means in the case of the supply of: (a) Electricity: (i) the Electricity Unit Charge; and (ii) the Electricity Standing Charge and/or (b) Heat: (i) the Heat Unit Charge; and (ii) the Heat Standing Charge the tariffs which are set out in Part A and calculated in accordance with the provisions of this Agreement together with any other charges which may be applicable under this Agreement but excluding any Termination Charges, if applicable
Complaints Procedure	means Our complaints procedure as may be amended from time to time and as set out on Our Website
Development	means the development as specified in Part A
Debt Collection Policy	means Our debt collection policy applicable to You as may be amended from time to time and as set out on Our Website
District Energy Network	means the Heat Network and/or the Private Wire Network including all components and equipment necessary for generating, distributing and controlling the supply of Energy
Direct Debit Form	means, if applicable, the direct debit form to be filled in by the Customer prior to entering into this Agreement
Effective Date	has the meaning given to it in Clause 2.1 in the Supply Terms and Conditions
Electricity	means low voltage electricity supplied to Your Premises
Electricity Meter	means electricity meter or metering equipment as applicable (including automatic metering equipment) installed at Your Premises or in an adjacent serviced or common parts area

Equipment	<p>a) Our Equipment means:</p> <p>(i) the Private Wire Network; and</p> <p>(ii) the Heat Network;</p> <p>b) Your Equipment means:</p> <p>(i) the heating system from the Heat Interface Unit inside Your Premises including all pipes, radiators, hot water cylinders and other equipment or apparatus which is not Our Equipment;</p> <p>(ii) the electricity network and infrastructure inside Your Premises including all cables, switchgear, sockets and any other equipment or apparatus which is not Our Equipment</p>
Guaranteed Standards of Service	means Our guaranteed standards of service as may be amended from time to time and as set out on Our Website
Good Industry Practice	means the use of standards, practices, methods and procedures which comply with all applicable laws and regulations and exercising a degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experience supplier engaged in providing similar services under similar circumstances
Heat	means heat in the form of hot water supplied to Your Premises for Your use to provide the primary heat source to feed Your heating and hot water systems
Heat Interface Unit	means the heat interface unit owned by Us inside Your Premises
Heat Meter	means the heat meter or metering equipment as applicable (including automatic metering equipment) installed in Your Premises
Heat Network	means the heat network infrastructure at the Development up to and including the Heat Interface Unit including any heating equipment, pipes and pipelines, Heat Meters and controls (including automatic metering equipment, heat cost allocators), boilers, heat exchangers and interface units, valves and any other equipment operated and maintained by Us for the purposes of providing the Services
Main Contractual Provisions	means those "main contractual provisions" listed in Schedule 2ZB Paragraph 4(7) of the Electricity Act 1989 (as amended or restated from time to time)
Meter	means the Electricity Meter and/or the Heat Meter
Part A	means Part A specified as such forming part of this Agreement
Private Wire Network	means the electricity network infrastructure at the Development up to the point where Electricity enters the consumer unit at Your Premises including any cables, Electricity Meters and controls (including automatic metering equipment), switch gear, electricity generation, distribution and supply equipment, interface units and controls and any other equipment operated and maintained by Us for the purposes of providing the Services

Premises	means the address of the premises or property specified by You in Part A where We provide the Services
Pricing Policy	means Our pricing and indexation policy in respect of tariffs, charges and costs applicable to You as may be amended from time to time and as set out on Our Website
Priority List	means a list of Vulnerable Customers which We keep and update from time to time
Policies	means the Complaints Policy, Debt Collection Policy, Guaranteed Standards of Service, Pricing Policy and Vulnerable Customer Policy
Services	means the supply of Electricity and/or Heat to your Premises as well as any maintenance services to Our District Energy Network and any required metering, billing and administration services in accordance with the terms of this Agreement
Standing Charge	means the Electricity Standing Charge and/or the Heat Standing Charge as set out in Part A and as amended from time to time and notified to You
Supply Terms and Conditions	means the supply terms and conditions set out in Part B and forming part of this Agreement
Termination Date	means the date notified by Us to You on which this Agreement will terminate and We will cease to supply the Services to You or the date You have notified to Us as the date when You want Us to end the supply of Our Services to You, as applicable
Termination Charges	means those costs, charges or expenses which We may reasonably incur as a result of a termination of this Agreement
Unit Charge	means the Electricity Unit Charge and/or the Heat Unit Charge as set out in Part A and as amended from time to time and notified to You
Vulnerable Customer	means any person on the Priority List who falls into the categories as set out in Our Vulnerable Customer Policy
Vulnerable Customer Policy	means our policy applicable to Vulnerable Customers as may be amended from time to time and as set out on Our Website
We/Us/Our	means B&D Energy Limited (Company No. 10088491) whose registered office is at the Civic Centre, Wood Lane, Dagenham, Essex, RM8 1JX and or any sub-contractor, agent or representative engaged or employed by us
Website	means Our website at www.bdenergy.org.uk
Working Day	is any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday
You/Your	means the owner, leaseholder or occupier of the Premises referred to as the Customer and as specified in Part A

Schedule 1





ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, B&D Energy Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact B&D Energy Ltd:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: enquiries@bdenergy.org.uk

To advise B&D Energy Ltd of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at enquiries@bdenergy.org.uk and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from B&D Energy Ltd

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to enquiries@bdenergy.org.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with B&D Energy Ltd

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to enquiries@bdenergy.org.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify B&D Energy Ltd as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by B&D Energy Ltd during the course of your relationship with B&D Energy Ltd.