

Carbon Sure Consulting Limited Terms and Conditions

Standard Terms and Conditions of Carbon Sure Consulting Limited (number 8491672) ("Carbon Sure Consulting") whose registered Office is at The Old Granary, Dunton Road, Laindon, Essex, SS15 4DB relating to the Services (defined below).

1. Interpretation

1.1 The following words have the following meanings:

Contract	any contract between Carbon Sure Consulting and the Customer for the provision by Carbon Sure Consulting of Services to the Customer on the terms and conditions set out in this document;
Customer	the person, firm or company who enters into a Contract for the provision of Services;
Commission	as defined in clause 2.6;
energy	gas and/or electricity;
Energy Provider	the energy provider with whom the Customer enters into a Supply Contract as a result of the Services;
Energy Supplier	any person who supplies energy to business customers;
Services	the provision of quotes by Carbon Sure Consulting to the Customer for the provision of energy by Energy Suppliers to the Customer;
Supply Contract	a contract between the Customer and the Energy Provider for the supply of energy.

1.2 In this agreement (except where the context otherwise requires):

1.2.1 the clause headings are included for convenience only and shall not affect interpretation;

1.2.2 use of the singular includes the plural and vice versa;

1.2.3 any reference to a statute, statutory provision or subordinate legislation ("legislation") and the rules of any regulator ("regulatory rules") shall (except where the context otherwise requires) be construed as referring to such legislation and regulatory rules as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.2.4 any phrase introduced by the terms "including", "include", "in particular", "for example" or the letters "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words that precede it.

2. Provision of Services

2.1 Carbon Sure Consulting will provide the Services to the Customer.

2.2 Carbon Sure Consulting will usually endeavour to obtain quotes from a minimum of 3 Energy Suppliers in order to give the Customer a choice of Energy Suppliers and the options of looking at different price structures so that the Customer can make an informed choice. Carbon Sure Consulting makes no representations or warranties and gives no guarantees to the Customer as to which Energy Supplier to contract. Carbon Sure Consulting only sets out some available options to the Customer and it is the Customer's sole and exclusive decision to choose which Energy Supplier if any to contract with.

2.3 Customers must be aware that the energy market is a very volatile market and that energy prices fluctuate constantly. The price that Carbon Sure Consulting presents to the Customer for the energy is accurate at the time that the deal is found. Customers must be aware that it is a snapshot of the market at that specific time and therefore is liable to change by increase or decrease at any moment. **The Customer must note that if it enters into a Supply Contract, the terms of that supply contract are the standard terms and conditions of the Energy Provider**

2.4 Once the Customer has selected which Energy Supplier it wishes to contract with, the Customer will be required to complete the relevant documentation (including the Supply Contract) that relates to that Energy Supplier. Once that documentation is submitted to the Energy Supplier it will constitute an irrevocable offer by the Customer to enter into the Supply Contract and the Customer will be bound to do so. There is no cooling off period.

2.5 The Supply Contract for the provision of energy to the Customer is a direct contract between the Customer and the Energy Provider.

2.6 Carbon Sure Consulting will be paid a commission ("Commission") as follows:-

2.6.1 subject to clause 2.6.2, in an amount agreed between Carbon Sure Consulting and the Energy Provider;

2.6.2 in some cases involving large volume supply of energy (such as flexible purchasing) Carbon Sure Consulting and the Customer may agree that the Customer will pay a fee to Carbon Sure Consulting, in such amount as to the Customer and Carbon Sure Consulting agree in writing.

3. Limitation of Liability

3.1 This paragraph sets out the entire financial liability of Carbon Sure Consulting (including any liability for the acts or omissions of the employees, agents and sub-contractors of Carbon Sure Consulting) to the Customer in respect of: (a) any breach of this agreement; (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement; and/or (c) the Services.

3.2 The Customer acknowledges: (a) that it is in a better position than Carbon Sure Consulting to foresee and evaluate any potential loss or damage that the Customer may suffer in connection with the Services; (b) the statements made in clause 2 in relation to the volatility of energy prices; (c) the Supply Contract is on the standard terms and conditions of the Energy Provider; and (d) Carbon Sure Consulting will be paid Commission, but does not render any other charge to the Customer and the amount Carbon Sure Consulting will be paid has been calculated on the basis that Carbon Sure Consulting will exclude or limit its liability as set out in this clause 3.

3.3 Carbon Sure Consulting are a third party intermediary in the provision of the Services. Carbon Sure Consulting does not make any representation, warranties or guarantees nor give any advice as to which Energy Supplier to use.

3.4 Carbon Sure Consulting does not accept any liability for the acts, omissions, business affairs or financial standing of any Energy Suppliers and/or Energy Providers.

3.5 To the extent that Carbon Sure Consulting provides the Services and/or any opinions, analysis, interpretations and the like to the Customer, the Customer acknowledges that: -

3.5.1 Carbon Sure Consulting relies on the information provided to it by Energy Suppliers;

3.5.2 they are provided on the basis that the Customer/the Customer's advisors, have the experience and knowledge to make an informed assessment of the same;

3.5.3 whilst Carbon Sure Consulting will obtain reasonable information and data to provide the Services it is not practicable or possible for Carbon Sure Consulting to obtain, rely on and/or take account of all available information and data in relation to any particular matter and that the Services will be provided on the basis of the information and data Carbon Sure Consulting obtains and relies on, acting reasonably;

3.5.4 the Customer acknowledges that opinions, analysis, interpretations and the like based on one particular set of circumstances or information will be different to that given based on a different set of circumstances or information;

3.5.5 Carbon Sure Consulting may, acting reasonably, rely on information, data and analysis of third parties;

3.5.6 opinions, interpretations and analysis vary; the Customer agrees that Carbon Sure Consulting can decide the methods of interpretation and analysis to be used, provided that Carbon Sure Consulting acts reasonably, for example by adhering to professionally recognised methods. The Customer also accepts that different methodologies may lead to different or conflicting outcomes or conclusions, even when based on the same information and data;

3.5.7 in the course of interpretation or analysis, or in the course of providing the Services, Carbon Sure Consulting may disregard or take into account such factors as Carbon Sure Consulting (acting reasonably) thinks appropriate in the circumstances, for example Carbon Sure Consulting may disregard any particular factor if it is not generally taken into account in the course of the interpretation or analysis then being undertaken.

3.6 All warranties, conditions and other terms implied by statute or common law and not expressly set out in this agreement are, to the fullest extent permitted by law, excluded from this agreement

3.7 Nothing in this agreement excludes or limits the liability of Carbon Sure Consulting for: (a) death or personal injury caused by the negligence of Carbon Sure Consulting; or (b) fraud or fraudulent misrepresentation

3.8 Subject to clause 3.7, (a) Carbon Sure Consulting shall not be liable to the Customer for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and (b) Carbon Sure Consulting's entire liability to the Customer shall not exceed the Commission it has been paid for a given contract period of no more than 12 months.

3.9 The Services are provided to the Customer on the basis that the limitations and exclusions on liability contained in this agreement (in particular in clause 3) are valid and enforceable. If the limitations and/or exclusions on our liability in this agreement are not acceptable to the Customer, the Customer should not deal with Carbon Sure Consulting.

3.10 Carbon Sure Consulting shall not be liable for any act or omission of any Energy Supplier and/or Energy Provider.

3.11 This clause 3 shall survive termination of this Contract.

4. Data Protection

4.1 Carbon Sure Consulting is the data controller in relation to the information the Customer provides to Carbon Sure Consulting

4.2 The Customer agrees that Carbon Sure Consulting can:-

4.2.1 rely on the information which the Customer provides Carbon Sure Consulting to provide the Services and in all Carbon Sure Consulting's dealings with the Customer; and

4.2.2 store and process the information which the Customer provides Carbon Sure Consulting with on its computers, databases and any other way

4.3 The Customer agrees that Carbon Sure Consulting can use, analyse, assess and deal with the information provided by the Customer to Carbon Sure Consulting as follows: -

4.3.1 to provide the Services and to provide information about the Customer to Energy Suppliers and Energy Providers;

4.3.2 to comply with applicable law including any regulatory system applicable to Carbon Sure Consulting;

4.3.3 to operate and administer the Services supplied and recover amounts payable;

4.3.4 for assessment and analysis (including statistical, product and marketing analysis) including to identify services which may interest the Customer.

4.4 The Customer agrees that Carbon Sure Consulting can disclose the information provided by the Customer to Carbon Sure Consulting as follows: -

4.4.1 to Carbon Sure Consulting's service providers (including any data processors Carbon Sure Consulting or they may engage), agents or sub-contractors (including in connection with legal proceedings), on the understanding that they will keep the information confidential;

4.4.2 to any person with whom Carbon Sure Consulting may deal in the course of providing the Services;

4.4.3 in response to enquiries made by credit reference or fraud prevention agencies or any other person Carbon Sure Consulting reasonably believes to be seeking a reference or credit reference in good faith;

- 4.4.5 to anyone to whom Carbon Sure Consulting transfers all or any of its rights and/or obligations in relation to the information provided;
- 4.4.6 to any person to whom Carbon Sure Consulting has a duty to disclose or to the extent that the law requires or permits Carbon Sure Consulting to disclose (including any governmental, regulatory or other relevant authority).
- 4.5 The Customer has rights under the Data Protection Act 1998, for example to be informed of the type of personal data held and its uses.
- 4.6 As Carbon Sure Consulting's business develops, the way in which Carbon Sure Consulting looks at, record and uses the information may change. Generally this will be because of changes in technology and in line with the Customer's expectations. If however Carbon Sure Consulting believes that the change is not obvious to the Customer, Carbon Sure Consulting will give the Customer notice. If the Customer is notified of a change and continues to subscribe to the Services for at least 60 days after the Customer is notified, then the Customer will have consented to that change (unless the Customer writes to Carbon Sure Consulting and tells Carbon Sure Consulting that the Customer does not consent).
- 4.7 In order to provide Services to the Customer, it may be necessary for the information which the Customer has provided to Carbon Sure Consulting to be transferred to someone who provides a service to Carbon Sure Consulting in other countries (including countries outside the EEA). The Customer consents to that. If Carbon Sure Consulting does so Carbon Sure Consulting will ensure that the person to whom Carbon Sure Consulting passes the information agrees to treat it with the same level of protection as if Carbon Sure Consulting was dealing with it.
- 4.8 The Customer agrees that Carbon Sure Consulting may record all conversations with the Customer and monitor (and maintain a record of) all e-mails sent by or to Carbon Sure Consulting. All those records are Carbon Sure Consulting's property and can be used by Carbon Sure Consulting in the case of a dispute.
- 4.9 Carbon Sure Consulting will add the information which the Customer has provided to Carbon Sure Consulting to its databases/store information manually for the purposes of informing the Customer (whether by letter, telephone (including text messages), electronically by computer or otherwise) about its services which may be of interest to the Customer. If the Customer does not wish to receive this information, please contact Carbon Sure Consulting.

5. General

- 5.1 Carbon Sure Consulting is a limited liability company registered in England & Wales under number 8491672 and whose registered office is at The Old Granary, Dunton Road, Laindon, Essex, SS15 4DB Email contactus@ukenergymanagers.com. If the Customer has a complaint or requires information in respect of the Services, or the Customer wishes to obtain a copy of the Carbon Sure Consulting complaints procedure, the Customer must contact Carbon Sure Consulting as above.
- 5.2 Carbon Sure Consulting shall not be liable for any failure to perform the Services or any delay in performing the Services to the extent that performance of the Services by Carbon Sure Consulting is prevented or delayed by reason of any act, event, omission or accident beyond the reasonable control of Carbon Sure Consulting (an "Event Outside Our Control") including: an act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, or machinery or equipment, failure or interruption of power supply or any electronic communication, transmission or information system, failure or delay of any third party in the performance of its obligations to Carbon Sure Consulting, fire, flood, storm or default of suppliers or sub-contractors. Carbon Sure Consulting will use reasonable endeavours to bring such Event Outside Our Control to an end and to perform the Services despite the existence of such Event Outside Our Control.
- 5.3 This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement (whether oral or written) between the parties relating to the subject matter of this Contract. The parties agree that in entering into this Contract, they do not rely on, and have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract
- 5.4 The Customer shall not without the prior express written consent of Carbon Sure Consulting assign or otherwise transfer all or any of its rights and/or liabilities under this Contract in whole or in part. Carbon Sure Consulting may appoint sub- contractors to perform all or part of the Services and may assign or transfer its rights and/or liabilities under this Contract to any person in whole or in part, provided that Carbon Sure Consulting gives written notice to the Customer of such assignment or transfer. Carbon Sure Consulting can amend or replace this Contract in whole or in part by giving the Customer at least 30 days written notice of the changes; if the Customer notifies Carbon Sure Consulting in writing that the Customer objects to the changes then the changes will not be binding on the Customer, but in that event Carbon Sure Consulting reserves the right to terminate this Contract by 30 days written notice to the Customer. If no notice of objection is received the Customer will be deemed to have accepted the changes. Subject to the foregoing and the rights reserved elsewhere in this Contract for Carbon Sure Consulting to make changes, no variation to this Contract is valid unless in writing and signed by both parties.
- 5.5 No provision of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under the Act.
- 5.6 This agreement shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Contract.