

YÜ ENERGY BUSINESS TERMS AND CONDITIONS

Updated 20th February 2019



ENERGY

YÜ ENERGY BUSINESS TERMS AND CONDITIONS

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1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

“Act” means the Electricity Act 1989 and the Gas Act 1986 and Water Act 1945, in all cases as amended and supplemented;

“Affiliate” means in relation to either Party, each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party. For the purpose of this definition “subsidiary” and “holding company” shall have the meanings set out in Section 1159 of the Companies Act, 2006;

“Agreed Supply Period” means the period from the later of the Start Date or the date Yü Energy becomes the Registered supplier to the End Date;

“Agreed Supply Rates” means the charges referred to in the Proposal which shall apply during the Agreed Supply Period as varied in accordance with these Conditions;

“Agreement” means the agreement between Yü Energy and you subject to these Conditions, the Proposal and any annexes or documents specified in the Proposal;

“Authority” means the Gas, Electricity and Water Markets Authority or the Office of Gas, Electricity and Water Markets;

“Billing Period” means one month or as otherwise determined by Yü Energy from time to time;

“Business Day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971. **“day”** means a period of 24 hours (or other such number as may be relevant in the case of changes for daylight saving) ending at 12:00 midnight. **“month”** and **“year”** mean calendar month and calendar year respectively;

“Capacity” means the maximum amount of gas, electricity or water you may consume at a Metering Point in a specified period as agreed with the relevant Network Operator

“Climate Change Levy (CCL)” means a charge levied at the rate from time to time imposed pursuant to the Finance Act 2000 as amended and supplemented;

“Conditions” means these terms and conditions as amended from time to time in accordance with the terms set out herein;

“Corporate Business” you will be a Corporate Business if:

a) you have asked Yü Energy to supply you with electricity and you use, or have told us you use, more than 500,000 kWh of electricity each Year; or

b) you have asked Yü Energy to supply you with gas and you use, or have told us you use, more than 732,000 kWh of gas each Year;

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“Credit Bureau” means a collector and compiler of data on individuals or businesses who makes such information available to subscribers allowing them to evaluate the financial stability of such individuals or businesses;

“Disconnection”, “Disconnect”, “Disconnecting” means the temporary or permanent interruption, cut-off, de-energisation, disconnection or suspension of supply of Utilities from the Premises;

“End Date” means the date shown in the Proposal which is the last date the Agreed Supply Rates shall be applicable;

“Extended Supply Period” means a period of 12 months during which the Extended Supply Rates will apply for Non-Micro Businesses;

“Extended Supply Rates” means Yü Energy’s rates for the supply of Energy notified to you in accordance with clause 12.2;

“Force Majeure” means an event outside a Party’s reasonable control, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; adverse economic impacts; terrorist act, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaching of diplomatic relations; nuclear, biological or chemical contamination or sonic boom; any law or action taken by a government or public authority, including, without limitation, imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade disputes, strikes, industrial action or lookouts; and interruption or failure of utility service;

“Freedom Rate” means the rates and charges notified to you by Yü Energy as applicable from time to time. It constitutes charges applicable to variable rate agreements in accordance with Supply Licence conditions;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

“Half-Hourly Meter” means Metering Equipment used to measure the consumption of electricity on a half hourly basis;

“Micro Business” you will be a Micro-Business if:

- (a) you have asked Yü Energy to supply you with electricity and you do not use more than 100,000 kWh of electricity each year; or
- (b) you have asked Yü Energy to supply you with gas and you do not use more than 293,000 kWh of gas a year; or
- (c) you have fewer than 10 employees (or their full time equivalent) and your yearly turnover or yearly balance sheet is not more than €2 million;

“Metering Equipment” means equipment which records the consumption of Utilities at a Metering Point;

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- “Metering Point”** means the point at which a Utility is metered prior to supply to your Premises, and at which title and risk in Energy passes to you. There may be more than one Metering Point at each Premises;
- “Network”** means the electricity, gas or water distribution network through which you receive the supply of Energy;
- “Network Operator”** means in respect of a Metering Point, the operator of the local Network. For Water this is also called the Wholesaler or Undertaker;
- “Party”** means either you or Yü Energy, and **“Parties”** means you and Yü Energy;
- “Payment Default Plan”** means an additional charge of 8% applied to prevailing rates and charges (excluding VAT and CCL) in the event of payment default under clause 9;
- “Premises”** means each of the premises specified in the Proposal;
- “Proposal”** means Yü Energy’s proposal in relation to the supply of Energy to you which shall include details of the Agreed Supply Rates, the Start Date, the End Date, the Premises and other terms and conditions (in addition to these Conditions) applicable to the supply of Energy to your Metering Points during an Agreed Supply Period;
- “Register”, “Registered”, “Registration”** means registration of Metering Points to a supplier in accordance with industry codes, agreements and regulations;
- “Retail Service Fee”** means the fixed annual fee that is added to the Wholesale Charges in making up the annual Water Charge, as per the Proposal;
- “Start Date”** means the date specified in the Proposal on which supply of Utilities to the Premises under this Agreement is proposed to commence;
- “Supplier Certificates”** means the certificate, available from HM Revenue & Customs (Reference PP11), representing the percentage of Utility supply eligible for relief from Climate Change Levy;
- “Supply Licence”** means a licence granted to Yü Energy under the Act for the supply of Utilities;
- “Transition Price Plan”** means the rates and charges published by Yü Energy from time to time, and available at yuenergy.co.uk;
- “Utility”, “Utilities”** means gas and/or electricity and/or water supply, as specified in the Proposal;
- “VAT”** means value added tax chargeable under the Value Added Tax Act 1994;
- “Wholesale Charges”** means charges which a water wholesaler applies in accordance with its Wholesaler Tariff Document;
- “Wholesaler”** also known as an undertaker. A company appointed under section 6 of the Water Industry Act 1991.
- “Year”** means a period of 12 months from the Start Date and each consecutive period of 12 months thereafter during the term of this Agreement;

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“you”, “your” means the person, firm or company identified in the Proposal;

“Your Default” means has the meaning set out in clause 6.2;

“Yü Energy” means Kensington Power Limited trading as Yü Energy registered in England and Wales with company number 08246810 and whose registered office is at CPK House, 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham NG8 6PY;

“Yü Water” means Kensington Power Limited trading as Yü Energy registered in England and Wales with company number 08246810 and whose registered office is at CPK House, 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham NG8 6PY;

1.2 Interpretation

- a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c) Clause headings shall not affect the interpretation of these Conditions.
- d) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. COMMENCEMENT

2.1 This Agreement shall commence on the date Yü Energy sign the Proposal and shall continue until it is terminated in accordance with clause 12 or clause 13.

2.2 Subject to the pre-supply conditions set out in clause 3, Yü Energy’s obligation to supply Utilities to Metering Points under this Agreement shall commence on the later of the Start Date or on Yü Energy becoming the Registered supplier.

2.3 Yü Energy shall have no liability to you where Registration of Yü Energy is delayed beyond the Start Date.

2.4 In the event that Yü Energy are unable to Register as the supplier of a Metering Point due to your acts or omissions or breach of any term of this Agreement and the relevant issue preventing Registration of Yü Energy is not resolved 30 days after the Start Date, Yü Energy shall be entitled to terminate this Agreement for your irremediable material breach pursuant to clause 14.2(i).

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3. PRE-SUPPLY CONDITIONS

3.1 The supply of Utilities to you under this Agreement is conditional on:

(a) you confirming and hereby warranting to Yü Energy that:

(i) you have the authority to enter into this Agreement to purchase the Utilities for consumption at the Premises;

(ii) any representative or agent acting on your behalf has this authority;

(iii) your Utilities consumption is for commercial and not domestic purposes;

(iv) you are the owner or legal occupier of the Premises;

(iv) if you are a sole trader, you confirm that you are aged 18 or over; and

(v) if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable for your obligations under this Agreement;

(b) you passing all of Yü Energy's credit checks, and if requested, providing Yü Energy with a security deposit, bond or acceptable guarantee;

(c) the termination by you of your agreement with your previous supplier of the relevant energy to the Premises; and

(d) each Metering Point being connected to the Network.

3.2 At the time of entering into this Agreement, you warrant and confirm that:

a) you have notified Yü Energy of the details concerning any on-site generation and any pre-existing metering services contracts at the Premises; and

(b) you have provided Yü Energy with the name, address and telephone number of your landlord, if applicable.

If any of the information referenced in this clause 3.2 changes at any time during term of this Agreement you shall promptly notify Yü Energy in advance, and in any event at least one calendar month prior to the change.

3.3 You warrant that:

(a) Yü Energy shall be the sole Registered supplier of Utilities at each Metering Point during the term of this Agreement; and

(b) your previous supplier of Utilities to each Metering Point has no cause to raise a transfer objection to the transfer of the Utilities supply to Yü Energy under your contract with them.

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3.4 If any of the warranties in clause 3.3 cease to be satisfied during the term of this Agreement in respect of any Metering Points this Agreement may be terminated by Yü Energy pursuant to clause 14.2(b) for your irremediable material breach in respect of that Metering Point or, at Yü Energy's option, all Metering Points.

4. SUPPLY OF UTILITIES

4.1 In consideration of the payment by you to Yü Energy of the Agreed Supply Rates or Extended Supply Rates (as applicable) and other sums due to Yü Energy under this Agreement, Yü Energy will supply the Utilities to the Metering Points for which it is the Registered supplier in accordance with this Agreement.

4.2 Your Network Operator is responsible for maintaining the Network and the connection of the Premises to the Network. The performance of the Utility supplied to you are managed by your Network Operator. Yü Energy has no control over the quality of your Utilities or those connections. Upon request Yü Energy will provide your Network Operator's contact details.

4.3 Yü Energy are acting as an agent of your electricity supply Network Operator to make an agreement with you (there is no similar agreement for gas or water). That agreement is the National Terms of Connection (NTC) which apply between you and your Network Operator. By entering into this Agreement you accept and agree to the terms and conditions of the NTC agreement which affects your legal rights. The NTC agreement sets out rights and obligations in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or address. If you would like a copy of the NTC agreement or have any questions about it, please write to:

**Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF:
phone 0207 7065 137, or see the website at www.connectionterms.co.uk.**

4.4 Your water services are provided by Yü Water Ltd under license granted by Ofwat (license number 058/2017/WL) on behalf of Kensington Power Ltd trading as Yü Energy. Yü Water Ltd is a wholly owned subsidiary of Yu Group PLC.

5. DISCONNECTION OF UTILITY SUPPLY

5.1 You acknowledge and agree your Utility supply may be Disconnected or you may be directed to stop using your Utility supply:

- (a) to avoid danger or as a result of an emergency or potential emergency; or
- (b) if the Utility which should have been supplied is stolen or otherwise redirected away from the Metering Points;
- (c) to enable maintenance or repair work to be carried out on the Network and/or Metering Points;
- (d) if Yü Energy is obliged to do so pursuant to the terms of its Supply Licence, the Act or any other applicable laws, rules, regulations or industry codes or agreements;
- (e) by or on behalf of your Network Operator under your connection agreement with them; (f) if you fail to make any payment due under this Agreement on the due date for payment;
- (g) after Yü Energy terminate this Agreement in respect of the Premises in accordance with clause 13, if Yü Energy remain the Registered supplier; or
- (h) otherwise in accordance with the terms of this Agreement.

5.2 You acknowledge and agree that Yü Energy or its third party representatives may:

- (a) access the Premises in order to Disconnect the supply of the relevant Utility to the property pursuant to clause 5.1 and you hereby grant Yü Energy and its third party representatives a licence to enter the Premises for such purpose; and/or
- (b) remotely Disconnect the Utility supply if Yü Energy are able to do so.

5.3 If the supply of the Utility to any Metering Point has been Disconnected due to your act or omission or your breach of any term of this Agreement you shall:

- a) if requested by Yü Energy, provide it with a payment bond in an amount Yü Energy determine in its reasonable discretion equates to the value of three months' supply of Utilities to you; and/or
- (b) indemnify Yü Energy for any and all liabilities, losses, costs, expenses, damages and losses suffered or incurred by Yü Energy arising out of or in connection with Disconnecting the supply of Utilities and, where applicable, re-establishing the supply of the Utilities.

5.4 Yü Energy shall provide you with notice of its intention to Disconnect the supply of the Utility to the Premises in accordance with its Supply Licence, the Act or any other applicable laws, rules regulations or industry codes or agreements.

6. YOUR OBLIGATIONS

6.1 You agree:

- (a) not to seek to extend your existing contract with your current supplier or enter into a new contract with another supplier whilst you are seeking to have Yü Energy Registered as your supplier. If Yü Energy are unable to complete Registration because of your breach of this clause 6.1(a) this Agreement will be deemed to have been terminated by Yü Energy for your irremediable material breach pursuant to clause 14.2(b);
- (b) not to enter into any agreement with any third party for the supply of Utilities to the Premises during the Agreed Supply Period or the Extended Supply Period (if applicable);
- (c) any and all information provided by you to Yü Energy in connection with this Agreement is at all times true, accurate, complete and up-to-date;
- (d) to co-operate with Yü Energy in all matters relating to this Agreement and provide in a timely manner such information and assistance as Yü Energy may require in order to comply with its obligations under this Agreement, its Supply Licence, the Act and any other applicable laws, rules regulations or industry codes or agreements;
- (e) not to exceed the Capacity agreed with your Network Operator. If you exceed such Capacity Yü Energy shall pass through to you any additional costs imposed on Yü Energy by your Network Operator;
- (f) to obtain and maintain all licences and consents necessary to ensure the Premises remain connected to the Network at the Metering Points;
- (g) to notify Yü Energy prior to making any changes to the Premises that are likely to change the amount of the Utility you use or the time of day you use it;
- (h) to provide Yü Energy with a list of expected shutdown and holiday periods at the Premises together with estimates of Utility usage that will be consumed during these periods. You also agree to provide estimates of Utility usage that would be consumed if such shutdowns or holidays were not to occur. You shall provide those estimates at least one week in advance;
- (i) where relevant, to send Yü Energy completed Supplier Certificates at least five Business Days prior to their application. Relief from Climate Change Levy or VAT cannot be backdated and Yü Energy accepts no liability for late receipt by it of Supplier Certificates; and
- (j) where you cease to be the owner or occupier of a Premises to give Yü Energy as much notice as possible and to provide Yü Energy with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all Agreed Supply Rates and other sums payable to Yü Energy in connection with this Agreement until responsibility for them is assumed by a new owner or occupier or the supply is permanently Disconnected by Yü Energy or the Network Operator.

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6. Your Obligations

Failure to comply with obligations of this clause 6.1 could result in a change to the Agreement.

- 6.2** If Yü Energy's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation ("Your Default"):
- (a) Yü Energy shall without limiting its other rights or remedies have the right to rely on Your Default to relieve it from the performance of any of its obligations to the extent Your Default prevents or delays Yü Energy's performance of any of its obligations;
 - (b) Yü Energy shall not be liable for any costs or losses sustained or incurred by Your Default arising directly or indirectly from Yü Energy's failure or delay to perform any of its obligations; and
 - (c) You shall reimburse Yü Energy on written demand for any costs or losses sustained or incurred by Yü Energy arising directly or indirectly from Your Default.

7. METERING

- 7.1** The Metering Equipment must at all times comply with the Act and any other applicable laws, rules regulations or industry codes or agreements and be appropriate to supply all apparatus connected to it. In the event that Yü Energy becomes aware that any part of the Metering Equipment is not suitable, Yü Energy may arrange for installation, maintenance or replacement of the Metering Equipment and you may be required by Yü Energy to pay in advance, the costs incurred.
- 7.2** The charges detailed in your Proposal are prepared on the assumption that your metering equipment is in fully functioning order. Yü Energy shall invoice charges incurred to rectify and defect or to obtain meter readings in accordance with industry standards.
- 7.3** If your Premises have a pre-payment meter installed and the Proposal does not specify as such then you shall pay, in advance of works, the costs of changing the metering equipment prior to Yü Energy supplying Utilities to you or Yü Energy may amend Agreed Supply Rates to reflect additional costs as determined by Yü Energy resulting from supply to the Premises.
- 7.4** You shall provide Yü Energy, its representatives and suitably qualified subcontractors with safe and reasonable access to your Premises at all times to inspect, read, install, maintain, remove and replace the Metering Points and Metering Equipment and hereby grant Yü Energy, its representatives and suitably qualified subcontractors a licence to enter the Premises and access the Metering Equipment and Metering Points for such purposes.
- 7.5** You shall not obstruct access to the Metering Equipment or Metering Points at any time and you shall ensure that, where access to Metering Equipment and/or the Metering Points requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Equipment and/or Metering Points shall not be unduly delayed as a result of non-availability.
- 7.6** If Yü Energy, its representatives or suitably qualified subcontractors are unable to gain safe and reasonable access to the Metering Equipment and/or the Metering Points at any time Yü Energy may pass on the costs incurred as a result of any aborted visit and notify you of the situation which, if it is not rectified to Yü Energy's satisfaction within one month of receipt of notice, Yü Energy shall terminate this Agreement in accordance with clause 14.2(j) and shall pass through to you any additional costs incurred by Yü Energy as result of such failure.
- 7.7** You will not tamper or interfere with the Metering Equipment or Metering Points and shall ensure that they are not damaged. You will indemnify Yü Energy against any and all liabilities, losses, costs, expenses, damages and losses suffered or incurred by Yü Energy arising out of or in connection with any breach of this clause 7.7.
- 7.8** In respect of any Metering Points which are not read remotely you shall take meter readings on the Start Date and provide the readings to Yü Energy within five days prior to or after the supply Start Date for Electricity and

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7. Metering

Gas, and two Business Days of the Start date for Water. Yü Energy shall not be responsible for the accuracy of such meter readings.

- 7.9** If you fail to supply meter readings or if Yü Energy reasonably believe such readings are incorrect, then you agree to accept estimated meter readings provided, in accordance with industry practices, by its suitably qualified subcontractors. Both parties shall cooperate to replace any estimates as soon as is practicable.
- 7.10** If you have a smart meter, and Yü Energy are able to read remotely, Yü Energy will collect meter readings for each half hour in each month unless you have opted out and informed us otherwise. Yü Energy will also read your meter remotely when your prices change or if you switch to another tariff or if you switch to another supplier.
- 7.11** The Metering Equipment shall be deemed to be accurate until replaced following a dispute. Either Party may notify the other that its accuracy is disputed and the Metering Equipment shall be examined in accordance with the Act as soon as practicable. Where a meter operator is appointed by Yü Energy, a mobilisation charge will be raised to initiate an investigation. If the meter is found to be faulty then the mobilisation charge will be refunded. Where you appoint your own meter operator, you shall be responsible for all costs incurred if the meter is found to register inaccurately beyond the limits permitted under the Act. In any case, if the Metering Equipment is found to register accurately within the limits permitted under the Act then the cost shall be paid by the Party issuing the notice pursuant to this clause 7.11.
- 7.12** Yü Energy will appoint suitably qualified subcontractors of its choosing to provide metering services, except where the Premises have half-hourly electricity Metering Points and you provide to Yü Energy a valid metering services agreement for meter provision and maintenance at those Metering Points and/or respective data services.
- 7.13** You shall be liable for all costs and liabilities reasonably or inevitably incurred by Yü Energy as a result of your appointing, or your appointed representative nominating, of suitably qualified sub-contractors to provide metering services, including an administration cost of £40 plus VAT.
- 7.14** Where you have an agreement with a suitably qualified subcontractor you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall indemnify Yü Energy against any and all liabilities, losses, costs, expenses and damages suffered or incurred by Yü Energy arising out of or in connection with any failure by any suitably qualified subcontractors appointed or nominated by you, or your appointed representative to operate in accordance with Good Industry Practice.
- 7.15** You shall notify Yü Energy as soon as reasonably practicable if you believe there has been damage to or interference with the Metering Equipment or communication equipment or interruption to a communication signal and you agree to provide Yü Energy with all information which Yü Energy may reasonably require in connection with the same. If you wilfully damage or interfere with any Metering Equipment or communication equipment or interrupt a communication signal Yü Energy may immediately terminate this Agreement pursuant to clause 14.2(b) for your irremediable material breach.

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7.16 Where Premises require a Half-Hourly Meter (or any other meter point upgrade as a consequence of your consumption), you shall, or request that Yü Energy, provide appropriate Metering Equipment including a permanent, functioning communications facility and Yü Energy may terminate any existing Agreed Supply Period from the date of installation of the new equipment and provide you with a new agreement. Yü Energy may charge you all costs reasonably incurred to ensure such provision.

7.17 Where a Metering Point has been Disconnected, you shall pay any ongoing charge applicable to the Premises metering equipment until such equipment is removed.

8. CREDIT CHECKING AND SECURITY

8.1 You agree that Yü Energy may check your credit status with Credit Bureaus prior to offering any product or service to you and you consent to the use of your information by Yü Energy and the sharing of such information with such Credit Bureaus.

8.2 If you are a partnership Yü Energy may credit check all partners, or officers. If you are a limited company Yü Energy may check all your directors.

8.3 Yü Energy will record how you conduct your account including:

- (a) details of what you pay and when;
- (b) if you fail to pay a bill (whether in full or in part); and
- (c) any outstanding debts due to Yü Energy.

8.4 If, at any time during this Agreement, your credit risk status deteriorates to any degree as deemed by Yü Energy and/or as reported by one or more Credit Bureaus, or your account with Yü Energy becomes overdue due to non-payment of invoice(s) on the due date for payment Yü Energy may:

- (a) demand immediate payment of all invoices;
- (b) amend your payment terms on providing you with written notice;
- (c) demand completion and return of a Direct Debit mandate form and require payment strictly by Direct Debit; and/or
- (d) demand a security deposit or other form of security and/or guarantee which shall be put in place within ten (10) days of such demand.

Failure to meet any of the above conditions shall be deemed an irremediable material breach and Yü Energy may terminate this Agreement pursuant to clause 13.2(b).

8.5 If you provide cash as security cover Yü Energy will return any balance after deducting any sums due to Yü Energy once you have transferred your energy supply to a new supplier. No interest will be paid on sums provided as security cover.

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9. CHARGES AND PAYMENT

- 9.1** For each Billing Period Yü Energy shall invoice you for all Utilities supplied to the Premises and any other amounts due under this Agreement by means of e-billing facility. This facility shall be, at Yü Energy's discretion, an invoice to an email address maintained by you or an upload to an e-billing account.
- 9.2** You shall be responsible for payment for all sums relating to the Utilities supplied to you at Agreed Supply Rates or Extended Supply Rates (or such other rate as is in force from time to time as set out in this Agreement) subject to minimum monthly charge of £6.50 at any Premises.
- 9.3** If a suitably qualified subcontractor's meter reading or actual consumption data is not available, or if Yü Energy reasonably believe it to be inaccurate, Yü Energy may issue an invoice based on your own meter reading or Yü Energy's reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable (typically on your next bill) once actual or more accurate information becomes available.
- 9.4** Any charges incurred by Yü Energy as a result of meter reading visits outside the normal meter reading cycle, or of visits for work including, for example, change of measurement class, supply upgrades, transfer of Metering Equipment and your failure to accommodate such appointments, or other charges levied by industry participants will be chargeable to and payable by you unless in fulfilment by Yü Energy of a legal obligation.
- 9.5** The Capacity shown on the Proposal is indicative only. Yü Energy shall invoice you for Capacity based on information provided to Yü Energy from time to time by your Network Operator. If you require a change to your Capacity you must agree it in advance with your Network Operator. Yü Energy shall also pass through to you any reactive charges levied on Yü Energy by the Network Operator.
- 9.6** All sums payable under this Agreement are stated exclusive of VAT and CCL, which are payable at the applicable rates, as in force and shown in the invoice from time to time.
- 9.7** You agree to pay Yü Energy's invoices in cleared funds within 7 days of the date of the invoice by Direct Debit or by such method as may be agreed in the Proposal. For the purposes of this clause 9.7, time is of the essence for payment.
- 9.8** If your Proposal is based on payment by Direct Debit and you fail to provide or cancel a Direct Debit Mandate or for whatever reason the Direct Debit is not collected:
- (a) Yü Energy will resubmit the request for the Direct Debit within 2 days of the initial Direct Debit rejection and if it is not paid then;
 - (b) Yü Energy may give you notice to terminate this Agreement for your irremediable material breach pursuant to clause 14.2(b) if the Direct Debit is not re-instated and full payment is not received within three Business Days following the resubmission as described at clause 9.8(a) above; and/or
 - (c) Yü Energy may transfer you onto its Payment Default Plan until you pay all sums in full; and/or

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9. Charges and Payment

(d) Yü Energy will levy a late payment fee in respect of Yü Energy's extra administration costs in the sum of £25.

9.9 If you fail to make any payment due to Yü Energy under this Agreement by the due date for payment, then, without limiting Yü Energy's remedies under this Agreement:

(a) Yü Energy may remotely or manually disconnect your Utility supply in accordance with clause 5 or, where appropriate Metering Equipment is installed, transfer your credit account to a prepayment account;

(b) you shall pay Yü Energy a late payment fee of £25 in respect of each overdue amount;

(c) Yü Energy may levy charges in accordance with its Payment Default Plan until you pay all sums in full: and

(d) you shall pay Yü Energy interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount.

(e) Yü Energy may levy additional costs and charges related to recovering any debt from you;

(f) Charges based on reasonable estimates of consumption for the subsequent 2 months of any remaining Agreement become immediately due.

9.10 Yü Energy may set off any amounts received from you, or owing to you, against any other agreement between you and Yü Energy. You may not deduct or set off any payments to be made under this Agreement against any amounts due from Yü Energy, except where Yü Energy have issued a credit to you.

9.11 The sums payable under this Agreement may include commission paid to a broker or consultant acting on your behalf. It is your responsibility to ensure that you fully understand the nature of such third party intermediary fees. If you dispute any such fee you should seek to resolve the dispute with that third party intermediary. Yü Energy shall not be obliged to reimburse any proportion of sums paid to Yü Energy (whether or not such portion relates to a third party intermediary's fees) in the event of any such dispute.

9.12 If, at any time, Yü Energy discover that any invoice Yü Energy have sent to you was inaccurate Yü Energy shall submit a revised invoice as soon as practicable (typically next bill) when accurate information becomes available.

9.13 The invoice you receive will be branded Yü Energy for your Gas and Power supply or Yü Water for your water supply.

You acknowledge and agree any above charges represent a genuine estimate of Yü Energy's additional costs upon your failure to make any payment due to Yü Energy by the due date for payment and do not represent a penalty.

10. VARIATION

- 10.1** Yü Energy reserve the right to increase the charges by giving 30 days notice if, due to circumstances beyond our control, the prevailing cost of supply to your Metering Point is greater than the Agreed Supply rate. In the event charges are increased, you may end the agreement in accordance with clause 14.3.
- 10.2** To the extent that any amendments or introductions are made to the CCL and/or any governmental or industry imposed levies (including Mutualisation payments), Yü Energy shall have the right to amend this Agreement to take such an amendment into account and, to the extent necessary, you hereby agree to any such amendment.
- 10.3** Wholesale charges relate to our water service and are reviewed annually in April by Wholesalers. Yü Energy's charges to you will be adjusted following this announcement to reflect changes in the underlying wholesale costs of your supply. This change to your charges:
- (a) will be effective immediately following the wholesale price changes;
 - (b) can go up as well as down;
 - (c) could take place immediately after you sign your supply agreement in the event that the wholesale price changes take effect after this date.
- 10.4** Yü Energy may vary these terms at any time and those applicable shall be published at yuenergy.co.uk

11. CORPORATE BUSINESS PRICING

- 11.1** Notwithstanding any other provision in this Agreement, if you are a Corporate Business we set your Agreed Supply Rates based on the Estimated Yearly Consumption figures you supply to us which will be set out in the Proposal.
- 11.2** If your Actual Consumption is between the range of 10% (or other value as specified in the Proposal) more or less than the Estimated Yearly Consumption, you will pay the amounts as set out in clause 9.2.
- 11.3** If your Actual Consumption for electricity and/or gas is outside the range described in clause 11.2, we may charge and you shall pay a reconciliation fee. The fee shall be calculated as the units of gas and/or electricity under or over consumed against the agreed tolerance levels, as applicable, multiplied by the applicable Reference Price.

For purposes of clause 11.3 the following definitions have the following meanings:

- “Actual Consumption”** means the aggregate of all your Premises consumption of electricity or gas (calculated separately) for a Year or Agreed Supply Period if shorter than a Year;
- “Electricity Reference Price”** means 10% the annual average of the Market Index Price between the hours of 7am and 7pm supplied by the Market Index Provider in accordance with the Market Index Definition Statement;
- “Estimated Yearly Consumption”** means the annual consumption, or consumption if the Agreed Supply Period is less than a Year, for electricity or gas (calculated separately) as agreed in your Proposal;
- “Gas Reference Price”** means 15% the annual average of the System Average Price;
- “Market Index Data Provider”** and **“Market Index Definition Statement”** have the means given to those terms in Section T of the Balancing and Settlement Code at www.elexon.co.uk;
- “System Average Price”** means the weighted average UK price of all trades for a Gas day, as defined in the Uniform Network Code at www.gasgovernance.co.uk, on the Open Commodities Market platform.
- 11.4** Yü Energy shall be entitled to recover any amounts due under this clause by including it in any invoice issued to you.

You acknowledge and agree that the above charges represent a genuine estimate of Yü Energy's costs upon you consuming energy materially different to that agreed with Yü Energy and they do not represent a penalty. For the avoidance of doubt, you will not be charged at the Agreed Supply Rates for energy you do not consume, only the reconciliation fee for any non-consumed energy below the tolerance threshold.

12. LIMITATION OF LIABILITY

12.1 Nothing in this Agreement shall limit or exclude Yü Energy's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12.1:

- (a) Yü Energy's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed six times the average monthly payment due from you for the affected Premises or £1,000,000 whichever is the lesser; and
- (b) Yü Energy shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: loss of profit; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of contract; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.3 Yü Energy shall not be liable to you if the Utility supply has been stopped, interrupted, delayed or reduced due to the acts or omission of the Network Operator.

12.4 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

13. AGREEMENT DURATION

NON-MICRO BUSINESS

13.1 Unless otherwise terminated in accordance with clause 13.2 or clause 14, this Agreement shall continue for the Agreed Supply Period and shall automatically extend for the Extended Supply Period at the end of the Agreed Supply Period and at the end of each Extended Supply Period. During each Extended Supply Period you will be charged the Extended Supply Rates.

13.2 You, or the authorised party engaged in placing the original agreement, may terminate this Agreement by giving Yü Energy notice by email to Terminations@Yuenergy.co.uk between 90 and 120 days prior to the expiry of:

- (a) the Agreed Supply Period, to terminate this Agreement on the expiry of the Agreed Supply Period; or
- (b) an Extended Supply Period, to terminate this Agreement on the expiry of the relevant Extended Supply Period.

13.3 Prior to the expiry of the Agreed Supply Period and each then current Extended Supply Period (if applicable), Yü Energy will send you a notice in accordance with its Supply Licence setting out the Extended Supply Rates that will apply in the following Extended Supply Period.

13.4 If you give a termination notice in accordance with clause 13.2, then the Agreement will only terminate when another supplier becomes the Registered supplier or the supply to the Premises is permanently Disconnected.

13.5 Following notice of termination of this Agreement by you pursuant to clauses 13.2(a) or 13.2(b) (as applicable), you must ensure that another supplier becomes the Registered supplier with effect from the expiry of the Supply Period. If:

- (a) another supplier becomes the Registered supplier at the end of the Agreed or Extended Supply Period, then the Agreement will terminate; or
- (b) Yü Energy continue to be the Registered supplier at the end of the Agreed or extended Supply Period, then you will be charged at the Transition Price Plan until;
 - (i) the Parties enter into a new agreement for the supply of Utilities to the Premises; or
 - (ii) another supplier becomes the Registered Supplier at the Premises.

13.6 We may enter an objection under your transfer process and prevent an alternative supplier from Registering as the supplier at the Premises:

- (a) if you arrange to transfer to an alternative supplier before the expiry of the Agreed Supply Period or relevant Extended Supply Period in breach of this Agreement;

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13. Agreement Duration

- (b) if you have any outstanding or overdue invoices;
- (c) if an alternative supplier attempts to Register a Metering Point in error; or
- (d) where Registration of Metering Point(s) would be in breach of industry regulations

13.7 The rates charged for the Transition Price Plan can vary. The rates can be varied at any time, Yü Energy will publish revisions at yuenergy.co.uk at least 30 days prior to any changes becoming effective.

13A MICRO BUSINESS

13A.1 Where you are a Micro Business, subject to clauses 13A.3 and 14 you, or the authorised party engaged in placing the original agreement, may terminate this Agreement at any time:

- (a) by giving Yü Energy 30 days of notice by email to terminations@yuenergy.co.uk to take effect on expiry of the Agreed Supply Period; or
- (b) by giving Yü Energy 30 days' notice by email to terminations@yuenergy.co.uk to take effect at any time following expiry of the Agreed Supply Period.

13A.2 Prior to the expiry of the Agreed Supply Period, Yü Energy will send you a notice in accordance with its Supply Licence setting out the Freedom Rate that will apply following expiry of the Agreed Supply Period unless and until any other arrangement is agreed. The notice shall also set out a new offer of an Agreed Supply Rate.

13A.3 Where you are a Micro Business and you give notice in accordance with clause 13A.1(a) or (b), upon expiry of the termination notice if:

- (a) another supplier becomes the Registered supplier then the Agreement will terminate; or
- (b) Yü Energy continue to be the Registered supplier, then you will be charged at the Transition Price Plan until:
 - (i) the Parties enter into a new agreement for the supply of Utilities to the Premises; or
 - (ii) another supplier becomes the Registered supplier at the Premises.

13A.4 We may enter an objection under your transfer process and prevent an alternative supplier from Registering as the supplier at the Premises:

- (a) if you arrange to transfer to an alternative supplier before the expiry of the Agreed Supply Period in breach of this Agreement;
- (b) if you have any outstanding or overdue invoices;
- (c) if an alternative supplier attempts to Register a Metering Point in error; or
- (d) where Registration of Metering Point(s) would be in breach of industry regulations.

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13A.5 The Freedom Rate is variable. These rates can be varied following Yü Energy providing notification to you at least 30 days prior to this change.

13A.6 The rates charged for the Transition Price Plan are variable. These rates can be varied at any time. Yü Energy will publish any changes on its website at least 30 days prior to changes becoming effective.

14. TERMINATION

14.1 You agree to procure the performance of this Agreement by any Affiliate for whom you take the Supply or for any business which is or becomes the owner or occupier of any of your Premises and procure the transfer to a third party all your rights and liabilities under this Agreement insofar as they apply to any Metering Point at any of your Premises which are or become owned or occupied by such third party. You agree to indemnify Yü Energy for any loss, damage, liability or cost suffered or incurred by Yü Energy as a result of any failure by you to comply with the provisions of this clause 14.1.

14.2 Yü Energy may terminate this Agreement on notice with immediate effect in respect of any or all of the Premises if:

- (a) you fail to pay any amount due under the Agreement within 7 days of the due date;
- (b) you commit a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 7 days after being notified in writing to do so; or
- (c) you take any step or action in connection with your entering into administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (d) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;
- (e) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- (f) you cease to be a party to or are in material breach of your obligations under the Network Operator's terms of connection;
- (g) any of your management have been involved in a business which has vacated or ceased trading at any of

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14. Termination

the Premises or at your registered address with overdue Utility payments outstanding to Yü Energy under a separate agreement;

- (h) a landlord's consent is required for Yü Energy to become a supplier of Utilities to the Premises and you have not obtained such consent on terms acceptable to Yü Energy (or that consent ends);
- (i) Yü Energy have not been able to become the Registered Supplier for the Premises within 30 days after the Start Date; or
- (j) Yü Energy have not been able to gain access to the Metering Equipment in accordance with clause 7.6.

14.3 You may terminate this Agreement:

- (a) following notice under clause 10.1, You must inform Yü Energy in writing (email) of your wish to end the Agreement within 30 days of receiving notice and the Agreement will end 30 days following the date of your communication.
- (b) on fulfilling your obligations of clause 6.1 (j). Under these circumstances an administration charge of £200 plus VAT will be added to your final bill if Agreement revised end date is earlier than the End Date in the Proposal by less than 12 months, or £350 plus VAT otherwise.

14.4 The Agreement will terminate immediately and without notice if Yü Energy's Supply Licence is revoked, or if a last resort supply direction (as defined in our Supply Licence) is given to another supplier in relation to the supply of Utilities to the Premises.

14.5 In respect of Metering Points that remain Registered to Yü Energy after the termination of this Agreement by Yü Energy pursuant to this clause 14, the provisions of the Agreement shall continue to apply until Yü Energy is no longer the Registered Supplier or the Premises are Disconnected. In respect of such period you shall be charged at the Transition Price Plan and you shall be liable to Yü Energy for any costs reasonably incurred by Yü Energy until the Premises are Disconnected or another supplier becomes the Registered Supplier.

14.6 Your final invoice shall be based on the closing meter reading. Where a Metering Point has transferred to another supplier the closing meter read will be provided to Yü Energy by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by Yü Energy in the performance of this Agreement.

14.7 On termination of this Agreement for any reason the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14.8 If Yü Energy terminate this Agreement in respect of any or all of the Premises in accordance with clause 14, you shall at our option:

- (a) indemnify Yü Energy for any and all liabilities, losses, costs, expenses and damages suffered or incurred by Yü Energy arising out of or in connection with such termination and the enforcement of Yü Energy's rights; or

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(b) pay to us the sum of £350 + VAT which is a reasonable genuine pre-estimate of our actual loss.

15. CONFIDENTIALITY AND DATA PROTECTION

15.1 Neither Party shall disclose confidential information relating to this Agreement provided by one Party to the other without prior written consent of the other Party, except to comply with relevant law or regulation. Notwithstanding the foregoing, Yü Energy may:

- (a) disclose confidential information in accordance with clause 8;
- (b) disclose any confidential information relating to you to allow Yü Energy to perform Yü Energy's obligations under this Agreement;
- (c) disclose your information to third parties contracted by Yü Energy to recover sums due to Yü Energy under this Agreement.

15.2 Subject to obtaining your explicit consent as required by the General Data Protection Regulation following 25 May 2018, in respect of any Personal Data (as defined in the Regulation) we may disclose data and information relating to you or this Agreement to Yü Energy's Affiliates, business partners and carefully selected third parties for the purpose of providing you with other offers and products.

16. NOTICES

16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its address specified in the Proposal or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or commercial courier or sent by email to customercare@yuenergy.co.uk,

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.1; if sent by pre-paid first class post, at 9.00 am on the third Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; if sent by email at 9.00 am on the next Business day after transmission.

16.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. THEFT AND FRAUD PREVENTION

- 17.1** If we suspect that someone has committed fraud or stolen energy by tampering with the meter or interfering with the supply we will record this information on your account and we may share this information (for as long as you have an account with us) on a regular basis (including occupier details, property type and consumption data), with the industry appointed TRAS Fraud Prevention Agency (including their sub-contractors (if any)) who will use that information and that of other customers (whether or not supplied by us) to check public and other databases they hold or have access to so that they can profile geographical, behavioural and other similar trends for the purpose of theft and fraud risk assessment and to generate leads based on that analysis which they will pass on to us for the purpose of preventing and detecting the theft of energy and the prosecution of offenders (“theft leads”).
- 17.2** The TRAS Fraud Prevention Agency will hold this information and may provide it to other energy suppliers (where you have an energy account with them) or to Ofgem and other industry bodies in accordance with agreed industry processes and the information may continue to be used even following termination of this agreement where you are supplied by a different supplier.
- 17.3** We may use any information we have collected as well as any theft leads received from third parties including the TRAS Fraud Prevention Agency to (where relevant and appropriate) detect, investigate, pursue (including prosecute) and prevent (in so far as possible) theft and fraud.
- 17.4** If we suspect or confirm that you have committed energy theft a record of this will be kept by us and the TRAS Fraud Prevention Agency and this may include recording sensitive personal information such as alleged criminal offences you have been accused of. We may use this information to assist us in making decisions about your payment arrangements and the products and services we offer you in the future.

18. GENERAL

- 18.1** Yü Energy shall not be liable to you for its failure to fulfil its obligations under this Agreement to the extent that the performance is prevented due to Force Majeure. Yü Energy shall notify you in writing as soon as reasonably practicable of the Force Majeure event and take reasonable steps to mitigate its effects.
- 18.2** Yü Energy may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 18.3** You shall not, without the prior written consent of Yü Energy, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

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18. General

- 18.4** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 18.5** Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.6** In addition to any other provisions of this Agreement, Yü Energy may vary the Agreed Supply Rates or pass through any higher or additional costs:
- (a) if information provided by you, your representatives or suitably qualified subcontractors is untrue, incomplete, inaccurate or out-of-date;
 - (b) as a result of directions or requirements of changes to the Act or any other government legislation or industry regulations which determine the price of the Utilities to suppliers, during an emergency of a civil, energy supply or other nature;
 - (c) if, due to circumstances beyond our control, the prevailing cost of supply to your Metering Point is greater than the Agreed Supply rate. In the event charges are increased, you may end the Agreement in accordance with clause 14.3
 - (d) if any changes made to your supply after the date of this Agreement result in an increase or decrease in third party charges;
 - (e) where a pass through of third party charges is indicated in the Proposal;
 - (f) where pass through of third party charges is not indicated in the Proposal but where a change in such charges occurs as a result of a change in law, industry codes or agreements or a substantial change introduced by the Authority or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;
 - (g) you do not have or cease to use your own suitably qualified subcontractors; and/or
 - (h) as expressly provided for elsewhere in this Agreement.
- 18.7** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.

YÜ ENERGY BUSINESS TERMS AND CONDITIONS

18. General

- 18.8** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 18.9** You acknowledge that these terms were agreed with the opportunity for you to obtain independent legal advice and the levels of warranties and limitations of liability are reflected in the indemnities provided to Yü Energy under this Agreement and the Agreed Supply Rates, the Extended Supply Rates, the Transition Price Plan and other sums payable to Yü Energy pursuant to this Agreement.
- 18.10** Except as set out in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 18.11** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 18.12** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.