

In these terms and conditions Smart Match Energy Ltd company registered number 10203494 whose registered office is Suite 4 Thomas House, Whitfield Court, Meadowfield, County Durham DH7 8XL is referred to as Smart Match Energy.

The customer of Smart Match Energy is referred to as the Customer.

## DEFINITIONS

“Agreement”: the contractual relationship between Smart Match Energy and the Customer as set out in these terms and conditions and Letter of Authority.

“Breach Fee”: payment due from the Customer to Smart Match Energy in the event of a Customer Breach.

“Commission Payment”: the payment Smart Match Energy is entitled to receive from the Supplier as a result of the Customer entering into the Contract.

“Services”: the services that we will provide to you including presenting you with details of a proposed supply contract(s) from one (or a number) of Suppliers from our portfolio of suppliers for you to choose to accept and as set out in the Letter(s) of Authority.

## 1) SUPPLY OF SERVICES

The Agreement shall come into existence when the Letter(s) of Authority signed by the Customer is received by Smart Match Energy.

Smart Match Energy is not a price comparison service. Although Smart Match Energy works with many suppliers of energy it does not have access to every such supplier.

Smart Match Energy does not guarantee that it will arrange what a third party may claim is the cheapest supply available.

## 2) CUSTOMER'S OBLIGATIONS

The Customer agrees to co-operate with Smart Match Energy in all matters relating to the Services and not hinder, prevent or delay the provision of the Services.

The Customer shall not at any time instruct, direct, permit, cause or allow the Supplier to cease or withhold the payment of any commission to Smart Match Energy.

## 3) CUSTOMER'S BREACH: SUSPENSION AND TERMINATION

Without affecting any other right or remedy available to it Smart Match Energy may terminate or suspend the Agreement with immediate effect by giving written notice to the Customer if the Customer commits a material breach of any term of the Agreement.

In the event of termination or breach the Customer shall pay to Smart Match Energy the Breach Fee, being whichever is higher:

- (i) the Commission Payment which Smart Match Energy would have received; or
- (ii) a fixed amount of £750 per meter.

VAT is payable on the Breach Fee.

## 4) COMMISSION PAYMENTS

The Customer agrees and acknowledges the Commission Payment will be due to be made to Smart Match Energy. The Commission Payment is included within the price charged per unit of energy in the Contract.

## 5) LIMITATION OF LIABILITY

The Customer acknowledges that by entering into the Contract the Customer contracts directly with the Supplier and not Smart Match Energy.

Smart Match Energy's total liability shall not exceed the amount of the Commission Payment received by Smart Match Energy.

## 6) DATA PROTECTION

Smart Match Energy does not anticipate receiving personal data other than contact details and may share such contact details with the Supplier.

## 7) GENERAL

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.