

Private and Confidential

Thursday, 13 March 2025

**Account Number:** **BES1099732E**

**Customer Number:** **BES100182004**

Hi Name,

## Welcome to Aramco Energy

To get you off to the best possible start, please register now for your Online Account by visiting our website [www.aramcoenergy.co.uk](http://www.aramcoenergy.co.uk) and entering the Customer Number listed above. When you first log in you will be asked to provide key information that will help us ensure you are only billed for energy you have used.

### Other key benefits of your Online Account include:

- Download and view your invoices
- View and manage your energy usage
- Input meter readings to help ensure your invoice is accurate
- Make payments online
- Access copies of forms and other information

Attached you will find your important contract information, terms and conditions and privacy policy. If you have any questions at this point, please visit our website [www.aramcoenergy.co.uk](http://www.aramcoenergy.co.uk) and chat to us live or call us on **TBC**. We're here to help from 8:30am to 5:30pm, Monday to Friday.

Once again we look forward to supplying your business energy.

Yours sincerely,



Your Energy Advocates,  
Aramco Energy

**Additional information to accompany Aramco's Standard Terms & Conditions to Businesses and Micro Businesses  
(Incorporating the requisite "Statement of Renewal Terms")**

**Any terms highlighted in bold below are defined in section O (definitions) of the Terms and Conditions document that accompanies this statement.**

## **1. Customer & site**

Customer name: Mr Malish Farooq

Site(s) address(es): 312-314 Colne Road  
Burnley  
Lancashire  
BB10 1DZ

MPAN (electricity): 1610014114239

Profile Class: 04

## **2. Contract details**

Contract form (type): Tracker

Product Type: Electricity - Tracker - Day and Night

Contract start date: 20 Mar 2025 (subject to successful application)

Contract end date: 48 months from the supply start date (to be confirmed in writing when finalised)

## **3. Contract prices**

Contract price: Initial Period (20/03/2025) until end of contract

£0.78 per day	(Standing Charge)
30.40 p / kWh	(Rate 1)
21.10 p / kWh	(Rate 2)

Rate1 – Day charge, Rate 2 – Night Charge, Rate 3 – Evening/Weekend charge.  
For clarification, if no charges are quoted for Rates 2 & 3 then Rate 1 will apply at all times (24 hours a day, 7 days a week)

If unit rates are subject to change, prices will vary when wholesale and/or third party costs have changed significantly

### **Other prices:**

Default rates:	Customers who have terminated their previous Aramco Energy contract but not agreed a new deal, or switched to a new supplier, will be charged on what is known as "Default" rate. You can find up to date information about these rates on our website, <a href="http://www.aramcoenergy.co.uk">www.aramcoenergy.co.uk</a>
out-of-contract rates:	Customers who have agreed a contracted rate on the condition that they pay via Direct Debit but have later terminated the Direct Debit, will be charged on what is known as "Non-DD" rate. Your contractual rates will apply once the Direct Debit is resumed. You can find up to date information about these rates on our website, <a href="http://www.aramcoenergy.co.uk">www.aramcoenergy.co.uk</a> .
Capacity (kVa) charges:	In line with other suppliers, in certain cases Aramco will pass through capacity (known as kVa) charges from your electricity distributor at a charge of pence per kVa, per day. These charges are generally updated once per year and you can find more information from your distribution company.
Multi Price Product:	Our multi-price product means the prices you pay will change throughout the lifetime of the contract, as agreed with you at the point of sale.

### **4. Renewal process – the Statement of Renewal Terms**

At the end of the initial fixed period, the contract will renew on our current (at that time) terms and conditions for a further period of 12 months which is known as an auto rollover. When your initial contract is coming to an end, your prices may be reviewed and Aramco will always write to you to notify you at least 60 days in advance of the contract end date. During any extension period (autorollover), you are free to appoint a new supplier at any time. If you do not agree a new contract with us or apply to switch supplier, we will supply you on the new prices as set out within the Renewal Reminder.

Please note, if you terminate your contract but do not agree a new contract or change supplier, you will be charged our default rates, which may be higher (see above at 3 for more information).

### **5. Other fees and requirements**

Termination Fee:	<p>We may charge you a termination fee if this contract ends prematurely because you have failed to fulfill your obligations set out in the terms and conditions.</p> <p>This termination fee will be the expected bill value for 6 complete months' supply, which will be based on 12 months previous consumption data where available or otherwise using the industry data. The termination fee will not include VAT and CCL but there will be an administration fee of £100. You agree that the above represents a genuine pre-estimate of the loss to Aramco that would arise on termination of the Agreement in the circumstances described and does not constitute a penalty.</p>
Unrecovered agency charge:	being those fees and associated expenses incurred by us that are unrecovered when your usage falls significantly below those levels anticipated when the contract was agreed. The charge is not fixed and varies according to the circumstances.
Late Fee:	being the charge levied when you fail to pay the amounts due within 18 days following the month in which the supply was made or within 10 days of the date of the invoice, if later. The Late Fee may vary but is currently set at a minimum of £50.

Referral Fee:	being the fee levied in the event that we need to establish your current trading position and obtain an independent meter reading to reconcile your account. The Referral Fee is currently £100 but, if exceptional costs are incurred, the fee may reflect the specific costs of a visit.
Notice of vacating site:	you should give us no less than 14 days notice when you are ceasing to be the owner, tenant or occupier of the site. Failure to do so may lead to additional charges to recover our administrative costs.
Administration Costs:	being the reasonable costs incurred by us when collecting any debt outstanding or , but not limited to, dealing with any dispute and/or enquiry and/or request for further information that may, but is not limited to, include the cost of visits, staff time, phone calls and/or letters by us or our agents.

# Standard terms & conditions for the supply of gas by Aramco Gas Ltd and/or the supply of electricity by Aramco Electricity Ltd

## A. Introduction

1. Aramco Gas Ltd trading is licensed to supply Gas to non-domestic premises and Aramco Electricity Ltd is licensed to supply Electricity to non-domestic premises.
2. These Terms And Conditions refer to Aramco Energy but in relation to gas this means Aramco Gas Ltd and in relation to electricity this means Aramco Electricity Ltd.
3. References to "we", "us" or "our" means the relevant Aramco Energy entity and "you" or "your" means the person or business being supplied or intending to be supplied by us. Words and phrases highlighted in bold are defined in section T and shall be construed in accordance with the meanings given to them therein.
4. We may carry out credit checks prior to agreeing to supply you with energy. For this purpose, we may undertake searches with credit reference agencies and you should note that such agencies may keep records of our search.
5. We agree to supply to you, and you agree to receive and pay for the energy supplied by us to the Site in accordance with these terms and conditions together with any rules and/or regulations made from time to time under the Acts as well as any other relevant primary or secondary legislative provisions. You agree and understand that this Contract is legally binding and you must carry out your obligations. In advance of the contract you have confirmed that:
  - you are the owner or occupier of the Site or you have the authority to enter
  - into a contract to purchase energy for the site;
  - the site is connected
  - you will provide suitable credit references and security cover, if requested by us;
  - you will provide a best estimate of the EAC and/or AQ for each site.
6. For the avoidance of doubt, in the event that you are a sole trader, you hereby confirm that you are not a minor. In the event that the corporate legal structure of your business is a partnership or other type of organisation (other than a company) you and the other partners or officers in the business shall be jointly and severally liable for payment of the energy charges hereunder.
7. We operate a paperless billing system. You therefore agree that you will not receive a paper bill. You therefore agree to the following:
  - You will access our Portal to retrieve your monthly bills;
  - If you cannot access your bill or other information via the Portal then it is your responsibility to inform us;
  - Aramco Energy reserves the right to refuse to use the paperless billing system for any reason whatsoever in its absolute discretion and revert to normal paper bills via the post;
  - You agree that all bills which are available to you via the Portal and/or paper are payable to us and are due and payable as set out at section F below. You shall remain fully responsible and liable to pay any bills which are placed on the Portal whether or not you access the Portal or even if you are unable to access the Portal for any reason at all (see 7c above);
  - We will try and maintain an active Portal service 24 hours a day 7 days a week however we cannot guarantee uninterrupted and/or reliable access to the Portal service and we make no guarantees whatsoever as to its operation, availability, functionality, that it will be free from error or disruption or otherwise.

## B. Contract Forms

1. The Contracts between us and you and is subject to these terms and conditions. The terms and conditions cover:
  - a. Fixed price contracts billed monthly:
    - i. based upon your Gas or Electricity usage; or
    - ii. in amounts based upon your estimated consumption of Gas or Electricity over the term.
  - b. Gas budget plan contracts where initial prices, subject to certain conditions, may vary in the future, billed monthly:
    - i. based upon your Gas usage;
    - ii. in equal amounts based upon your estimated consumption of Gas over the Fixed Term or, when wholesale gas or other costs change, over the remaining Fixed Term;
  - c. Gas variable contracts where prices may change over the lifetime of the contract depending on the wholesale market and other costs.
    - i. Based upon your Gas usage;
    - ii. In equal amounts based upon your estimated consumption of gas over the Fixed Term or, when wholesale gas or other costs change, over the remaining Fixed Term;
  - d. Electricity tracker contracts, that track wholesale energy and other cost movements, billed monthly:
    - i. based upon your Electricity usage;
    - ii. Electricity Market Tracker contract prices will be reviewed once per year against changes in wholesale energy and other costs, such as metering and transportation charges, and Government levies. This means that, at each annual review point, your price may remain the same, rise or fall, depending on what is happening in the wider energy market. Any change to your price will take effect from your April invoice (if you are a half-hourly billed customer, changes take effect from your May invoice).
  - e. Multi-rate price contracts billed monthly:
    - i. Based upon your Gas and/or Electricity usage; during the term of which your prices will change at designated point as agreed with you.
  - f. Default rates, where the payment terms agreed for Contract forms a – e above are not maintained by the customer, we will set a default rate as we may reasonably determine that will apply until such time as you return to the payment terms required by the Contract.
  - g. Out-of-contract rates, where an existing Contract has expired and a new contract has yet to be agreed by you. Actual usage, or deemed usage in the absence of monthly data, will be billed monthly at a rate we may reasonably determine.
  - h. Deemed contracts, where there is no current or recent contract between you and us for the supply of Gas or Electricity to the premises. Actual usage, or deemed usage in the absence of monthly data, will be billed monthly at a rate we may reasonably determine.

2. Contracts in B.1.b and B.1.d may see price changes for gas and electricity in the event of significant changes in wholesale market energy and other costs of gas and electricity respectively or in the event of significant increases in charges for transmission, distribution or metering services. This may also be reflected in the monthly payments for the budget plan as set out at F4 below. Clause 1.f is triggered by your failure to maintain payment by Direct Debit as agreed and therefore the prices applied incentivize a prompt return to this required payment method. Out-of-contract prices in B.1.g and B.1.h reflect the short-term nature of the contractual relationship and the inherent and increased commercial risks borne by us. Therefore prices will normally be in excess of standard contract forms in 1-2 above. The specific details of your Contract, details about your site or sites, the Fixed Term, prices and the contract renewal process, including the Renewal Date (where possible), will accompany these terms and conditions. For the avoidance of doubt the contract prices agreed are based on current industry data (including profile class of meter) that has been provided to us. If this data is found to be inaccurate, incorrect or changes then we reserve the right to vary the prices either up or down. If this is the case we will notify you in writing.

## C. Registration

1. We will seek to supply energy to you under this contract provided that we can confirm the address of each site Supply Point, MPAN and/or MPRN and that there is nothing to prevent us being registered as your supplier. We will seek to become your registered supplier within 5 working days of this contract being agreed, unless:
  - a. We agree with you an alternative supply start date beyond 5
  - b. working days of this contract date.
  - c. Your current supplier blocks the transfer of the supply.
  - d. We do not receive all of the required information required to complete the transfer of the supply.There are no meter connection or metering arrangements in place at your property
3. Where one of the scenarios described in C.2. applies and is complied with and/or resolved, we will seek to become your registered supplier within 5 working days of the date of compliance and/or resolution
4. When necessary, you will help us become registered as your supplier including arranging for any transfer objections to be lifted, if we request you to do so. You will not 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 us registered as your supplier.
6. In the event that we are delayed in registering as your supplier we will not be liable for any loss you suffer as a result.

## D. Contract start and operation

1. We shall provide the supply to the supply point at each site with effect from the Supply Start Date on and subject to the terms of this contract and in accordance with regulations from time to time made under the Acts. The contract shall be on these terms and conditions only (together with the terms detailed in the document titled **Additional Information to accompany Aramco Energy's standard Terms & Conditions**). This contract shall continue for the Fixed Term as a minimum. No later than 60 days before the end of the Fixed Term or any subsequent extension to the contract we will send to you a written Renewal Reminder which will include the charges you will pay for any extension period. If we supply you with electricity under this contract, you are also entering into a standard connection agreement for your electricity with your local electricity Network Operator as described below, where 'your supplier' means us (there is no similar agreement for gas). Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the connection at which your network operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC 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 706  
5137**

**Website: [www.connectionterms.co.uk](http://www.connectionterms.co.uk)**

5. We shall have the right to object to you transferring the Supply to another supplier if:
  - a. changing supplier would put you in breach of any part of this
  - b. contract and its legitimate extension;
  - c. you have not paid all the charges due under this contract ; the new supplier agrees with us that that the transfer was started in error.
6. If we have to object to your transfer to a new supplier of energy because you owe us any sums hereunder, we reserve the right to advise such third party supplier of any sums owed to us by you.

## E. Charges

1. You agree to pay us for supplying gas or electricity (or both) and for other charges which apply under this contract (such as those described in paragraph 4 below).
2. Subject to paragraph B, our prices for supply for each Site are set out in the Additional Information Letter for that Site. Our prices may also include a standing charge.
3. We will charge you our deemed prices for the electricity or gas (or both) you use at each Site, until we agree to new contract details for that Site or you transfer to a different supplier (see B.1e above).
4. We may also charge you for extra items that are not set out in your Additional Information Letter. These may also include;

# Standard terms & conditions for the supply of gas by Aramco Gas Ltd and/or the supply of electricity by Aramco Electricity Ltd

- I. our reasonable costs when we try to get back money you owe us (when you do not have a genuine reason to disagree that you owe us money);
  - II. our reasonable costs of stopping, disconnecting or reconnecting your supply;
  - III. our costs for transporting or distributing gas or electricity to the Site (if these are not included in our supply prices);
  - IV. a charge for Meters or metering equipment;
  - V. our reasonable costs if you break any of the terms and conditions of this Contract, including costs we have to pay to get back money that you owe us (including administration costs and costs that we have to pay for coming to your Site to ask you to pay us the money you owe);
  - VI. our reasonable costs if you fail to keep an agreed appointment with us or our agents at a Site;
  - VII. our reasonable costs if you interfere with your gas or electricity Meter or steal gas or electricity;
  - VIII. our reasonable costs if you prevent us or our agents from reading or working on your Meter;
  - IX. our reasonable costs of transferring a Site back to your old supplier, where you no longer own or use the Site you have told us to supply;
  - X. reading your Meter when you ask us, if this is more often than we must read it by law; or
  - XI. making and sending copies of any documents we have already given you or made available to you.
5. Upon registering your supply, we will attempt to install an AMRD or SMART Meter, free of charge. If we are or our agents are unable to arrange this installation due to your refusal or failure to respond to our requests, for any reason, we will charge you at the Non Smart Rates. This is to recover the additional costs incurred in maintaining your account, up until such time as you allow installation of an AMRD/SMART Meter. If you do not have in place an active Direct Debit and also refuse access to install an AMRD/SMART Meter, you will be charged whichever rate is higher at the relevant time.
6. If you owed us any money before the date this Contract started (for any of your addresses we supply, including for a deemed site) this means you will also owe it us under this Contract. We have the right to offset any money you send us from any money you owe us.
7. If your Meter also supplies other addresses and/or meters that you do not own or use, you will be responsible for paying us for all the gas or electricity (or both) that is used at the other addresses and/or meters. You will be responsible for paying for the gas or electricity (or both) that is used at your Sites unless a tenant or occupier that we have authorised has taken over responsibility for the supply. You must tell us if a tenant or occupier moves into a Site and send us details of the tenant and Meter readings that we reasonably request.
8. If your account is in credit for a particular supply (gas or electricity) you agree that we may use this credit to offset any debt relating to the alternative Supply.
- 9.
10. We have the right to charge you for extra services you ask for. We will tell you about these before we give you the service from time to time.
11. All our prices and other charges are affected by UK tax or duty, including VAT and CCL.
- I. we will charge you VAT on supplies of gas and electricity to the Site. This will be at the standard rate unless either of the following applies:
- (i) if you send us a filled-in, valid VAT certificate, or other document that you and we have agreed on that shows you do not have to pay for gas and electricity at the standard rate of VAT at the Site (for example, if you are a charity and you do not use the Site for business purposes). If you do this, we will charge you VAT at the reduced rate on all or part of your supply that is eligible for the reduced rate of VAT (as shown by the percentage you declare on your VAT certificate or any other document that we agree to, such as a letter or e-mail).
  - (ii) if the supply to your Site is below certain limits (see below). If this is the case, we will automatically charge VAT at the reduced rate.
- II. 'Below certain limits' means the gas or electricity we supply to you at the Site where we do not supply you with more than 4397 kWh of gas every month, or more than 1000 kWh of electricity every month.
- III. You will be charged CCL on the gas or electricity you use, unless:
1. CCL does not apply (because the reduced rate of VAT (see clause E.11a and E.11b) applies to the supply at the Site); or
  2. you qualify for an exemption or discount from the full CCL rate (in line with Schedule 6 of the Finance Act 2000).
- If you are eligible for an exemption (unless the exemption relates to the supply of Renewable Electricity or Good Quality CHP Electricity as set out in d below) or discount from the full rate of CCL, you must send us a filled-in PP11 form (or any other document that replaces the PP11 form). You can get the PP11 form from HM Revenue & Customs. If you send us a filled-in PP11 after we have started to supply your Site with gas or electricity, by law we can only apply the exemption or discount to gas or electricity we supply to your site after 1 November 2007.
- IV. We may purchase, and you agree that we may from time to time supply you with, Good Quality CHP Electricity or Renewable Electricity both of which are CCL exempt products. If this occurs we will not charge you Climate Change Levy (or CCL). If you are supplied under a CCL Exempt Product, you agree to pay an alternative charge to CCL known as the CCL Equivalent Charge (or CCE). This charge is the same as the CCL you would otherwise have been liable for; therefore the total amount of your bill will be unchanged. If the rate of CCL changes at any time, the rate of the CCL Equivalent Charge will change by the same amount. In some circumstances, your bill may include a combination of CCL and CCE if you have only been supplied under a CCL Exempt Product for part of the billed period and CCL is due on the remainder. In accordance with the Finance Act 2000, Schedule 6 Paragraph 19 (2) and 20A (3):
- (i) In each averaging period as determined under the Finance Act 2000, Schedule 6 Paragraph 20 (B), the amount of electricity supplied by Good Quality CHP Electricity will not exceed the difference between :
    - the total amount of Good Quality CHP Electricity that, during that period, is acquired by us; and
    - so much of the total amount as is allocated by us otherwise than to Good Quality CHP Electricity supplied by us in the period.
  - (ii) In each averaging period as determined under the Finance Act 2000, Schedule 6 Paragraph 20, the amount of electricity supplied by Renewable Electricity sources will not exceed the difference between :
    - the total amount of Renewable Electricity sources that, during that period, is acquired by us; and
    - so much of the total amount as is allocated by us otherwise than to Renewable Electricity supplied by us in the period.
- V. We will not be legally responsible if we have not charged you or we have overcharged you VAT or CCL because a fact in any documents you send us is incorrect (for example, if the information in your documents leads us to believe you are a charity when in fact you are a business or vice versa). If this happens, then you will have to pay the difference. If, as a result of this, there is to be a credit generated to you to recover overpaid VAT then you agree that this credit will be paid once we have received the same credit from H.M. Revenue & Customs. Where you have sent us a VAT certificate or form PP11, it is your responsibility to tell us if the purpose you use gas or electricity for (for example, as a business or charity) at your site changes.
- VI. We reserve the right to vary Non-Commodity elements to charges for all Contract Forms.
- VII. Charges for all Contract Forms are subject to Price Amendments depending on what is happening in the wider energy market. We reserve the right to increase charges where there is a change in costs beyond our control, including but not limited to:
- (i) Transmission and Network costs,
  - (ii) Usage or capacity charges from the Network Operator,
  - (iii) Changes in tax and duties,
  - (iv) Industry costs that remain unpaid by other industry participants are duly distributed by the Government and/or Regulator to the wider market including us.
- F. Payment Terms**
1. All payments due to be made by you to us under this contract shall be made by direct debit. No other transfer of funds will be permissible unless agreed by us in advance and in writing.
- I. Charges under this contract are exclusive of VAT, Climate Change Levy and any other tax, levy, duty or charge you shall pay to us on production of the appropriate tax invoice or other certificate the amount of any United Kingdom tax, duty or impost on gas or electricity on the processing, sale or supply of gas or electricity which is payable by us in respect of the gas or electricity.
2. If you dispute any bill or invoice this will not entitle you to withhold payment of any or the entire bill.
3. Should the direct debit instruction not be in force, be honoured by your bank or cancelled at any time we reserve the right to increase the contract price to the then default rate. The prevailing default rate will be provided by us with the specific contract details (which accompany these terms and conditions) and we reserve the right to charge you at that rate, as amended, until the end of the month during which the direct debit is reinstated or, at our discretion, a further calendar month thereafter.
4. If you are on a gas budget plan product but fail to make payment by Direct Debit or if you cancel your Direct Debit, we reserve the right to transfer you to gas variable monthly billing (see B1 b. 1.), which means we will seek to recover the full outstanding balance from you each month for the gas you have used.
5. For each site the following provisions shall apply:
- I. Where contracts provide for monthly (12 periodic) bills to be based upon actual monthly (periodic) usage, we will invoice each month those sums to be charged to you as follows:-
  - II. for any daily-read or monthly-read meter the quantity of gas or electricity actually consumed by you in that month/period shall be charged at the Contract Price. If no meter readings are available at the end of any month/period, we may substitute our estimate of the quantity consumed.
  - III. for any meter which is not read daily or monthly, the quantity of gas or electricity shall be estimated using industry profile data for the appropriate month or period, and be charged at the contract price. In the event that the meter is read, the gas or electricity actually consumed by you at the site may be reconciled by us and included in the invoice. We reserve the right to vary the estimate of consumption from time to time to take into account the actual quantity of gas or electricity supplied. We shall give prior notice of such variations to you.
  - IV. Where contracts provide for monthly bills to be based on a proportion of usage of the Fixed Term, or the remaining Fixed Term, we will invoice each month those sums to be charged in line with the specific contract details that accompany these terms and conditions or as amended, in writing, over the course of the contract.

# Standard terms & conditions for the supply of gas by Aramco Gas Ltd and/or the supply of electricity by Aramco Electricity Ltd

V. You shall pay the amount due in respect of each invoice within ten days of date of invoice ("the due date"). Failure to pay the amounts due by the due date shall entitle us to charge a "Late Fee" at its then applicable rate, such charge to be added to the subsequent invoice issued by us. In the event that you fail to pay the subsequent invoice or you have paid later than the due date, we shall be entitled to instigate a site visit for the purpose of:

- (i) establishing your current trading position; and
- (ii) obtaining an independent meter reading to allow reconciliation of your account. We are entitled to charge a "Referral Fee" at our then applicable rate and any such referral fee shall be included on the invoice issued by us subsequent to such site visit.

VI. Where an invoice has been subject to an estimate and your actual consumption of gas or electricity for the relevant period at the applicable rate plus any other amounts payable by you for that period either exceed or is less than the amount estimated for that period, a reconciliation amount shall be calculated by us from time to time (but not less than once in every 12 months). The reconciliation amount is calculated by reference to the amount by which your actual consumption of gas or electricity for the relevant period at the applicable rate (plus any such other amounts payable by you for that period) exceeds or is less than the amount estimated for that period, on a pro-rata basis, of the minimum payment as calculated by us from time to time. Unless the reconciliation amount is within 20% of the amount estimated for that period, as soon as possible after completing the reconciliation calculation we will send you a reconciliation invoice or credit note and we may vary any monthly instalments payable by direct debit accordingly. If we have consented to payment terms other than by direct debit, any additional amount due may be paid by you to us by bank transfer within 10 days of the reconciliation invoice or a credit amount may be made to your account by us. If you request an account reconciliation we may, at our discretion, charge an administration fee at a rate we may reasonably determine.

VII. If payment is not received by us by the due date, then without prejudice to any other rights or remedies that we may have, we shall from the due date until payment be entitled to object to you transferring to another supplier and charge interest at the rate of 8% above RBS bank base rate from time to time on overdue amounts from the due date until payment (both before and after judgment) or under the late payment of Commercial Debts (Interest) act 1998, as amended.

VIII. If payment is not received by us in accordance with these terms and conditions and/or in breach of any agreement between us then we may cause the supply to the supply point to be discontinued, isolated, or altered by whatever means available to us (in some cases remotely through your meter), either temporarily or permanently at our sole discretion. Where this discontinuance of your supply is due to you, your agent or your employees act or omission then such discontinuance and/or reconnection of supply will be conditional upon you paying (in advance if so demanded) a disconnection and/or reconnection charge.

## G. Up-front payments

1. If you have agreed to Aramco Energy's up-front payment product, Aramco Energy will send you an invoice for the up-front payment on or around the day Aramco Energy becomes your registered supplier. This up-front payment will be collected by Direct Debit and calculated using your expected usage over one month, which is calculated using your industry type's estimated annual consumption, agreed unit rate and applicable standing charges, plus VAT and CCL. The up-front payment will be kept as a credit on your account, save for the circumstances set out at paragraph 4 below. If your Aramco Energy account falls into debt, you agree that Aramco Energy, at its absolute discretion, has the right to utilise the up-front payment to offset any or all of the debt. Aramco Energy reserves the right to demand a further up-front payment calculated as set out at paragraph 2 above. Any remaining up-front payment amount will be returned to you should you change supplier, or cease trading at the premises and once your final invoice has been paid in full.

## H. Protecting you from back billing

In the event that we identify and seek to correct previous undercharging (known as back billing), where you are not at fault for this undercharging, we will limit the period of back billing to 12 months from the time the amended invoice is produced. We request your full co-operation at all times to ensure your invoices are accurate, including co-operating with our requests for meter readings as and when required. For further details please refer to our back billing policy on our website <http://www.aramcoenergy.co.uk> or contact us to request a hard copy, free of charge.

## I. Security Cover

1. We shall be entitled to demand security cover of such amount as we deem appropriate over the Fixed Term which shall be provided to us within ten (10) days of such demand. If you provide cash as security cover we will return any balance after deducting any cash due to us once you have transferred to a new supplier and following receipt of a written request from you for the return of the security cover. In the event that we believe you have suffered a material and adverse
2. change in your financial standing we may require you to provide, or increase any existing, security cover. This requirement will be notified to you in writing and shall specify the form acceptable to us. The notice will also specify the timing of the requirement and failure to comply shall be treated by us as a material breach of this contract.
4. We will not pay you interest on any sums provided as security cover.

## J. Contract Termination

1. You may not terminate this contract before the end of the Fixed Term except when:
  - I. ~~you site and you stop~~ trading at notified us in writing that you wish to have the site isolated or de-energised, whereupon the appropriate isolation or de-energisation fee will be payable by you to us;
  - II. you are to vacate the site and you have provided us with legitimate details of the owner, occupier or person responsible for the supply including, where required, the provision of supporting evidential documentation. Without this information we may continue to invoice you for all gas or electricity supplied to the site until the termination of the contract even if you cease to be the owner, tenant or occupier of the site.
2. For the avoidance of any doubt you should, whenever possible, give us no less than fourteen days' notice of your ceasing to be the owner, tenant or occupier of the site. Failure to notify us of your vacating the site may lead to additional charges to recover our increased administrative costs.
3. The contract will end if we are no longer licensed to supply energy or we no longer fulfil those industry agreements that are necessary for us to be able to supply energy or because a supplier of last resort direction in respect of the site or sites supplied under this contract is awarded to another supplier.
4. In the event of a material breach of the contract by either Party the other may end the contract by giving written notice. Such notice comes into effect immediately if the party in breach has failed to remedy the breach within a reasonable period of being asked to do so by the other party, where the reasonable period is not less than seven days nor greater than twenty one days from the date of the notification to the party in breach, depending upon the nature of the breach.
5. Any insolvency, voluntary arrangement for the benefit of creditors, receiver, administrator, administrative receiver or bankruptcy order will lead to immediate termination of the contract. However, at our discretion and in certain circumstances we may continue to supply the site under the terms of the contract.
6. After termination you will be liable for any charges for energy consumed before termination at the charges under the contract. We will be able to recover those sums owed to us for energy or costs incurred while the contract was in place or until the site is registered with another supplier. Other than as described in the terms of this contract, you may not end your contract with us (or, if we supply several sites with energy under that contract, end the contract for any individual site) before the end of the fixed contract period.
7. During any extension period (aut rollover), you are free to appoint a new supplier at any time. If you do not agree a new contract with us or apply to switch supplier, we will supply you on the new prices as set out within the Renewal Reminder.
8. If you have any money (credit) left on your account after we have told you the final amount that you owe, you must tell us that you want us to repay that money and you must give the information we ask for (for example a forwarding address or payee details) so that we can pay it to you. If you do not tell us or do not give us the information we ask for within 12 months of the date we have told you about the final amount we owe, we will not have to pay the money to you.

## K. Measurement

1. The gas or electricity supplied by us shall be measured by a Meter and the reading shown on the meter shall be prima facie evidence of the volume of gas or electricity consumed under this contract, unless the meter is found to be registering erroneously to a degree exceeding that permitted by relevant regulation. The amount of gas consumed in energy terms shall be calculated using standard industry methods referred to in the Gas Supplier's Licence, as issued by The Gas and Electricity Markets Authority. In accordance with Paragraph 2 of Schedule 7 of the Electricity Act it is agreed that the meter for electricity need not be certified. We shall use reasonable endeavours to obtain at least one actual reading from the meter in any two-year period. The remaining periodic readings may be estimated by us for the purposes of calculating charges payable by you. You undertake to ensure (at your sole expense) that access is made available to the metering point(s) during normal business hours, at times to be agreed, when required by us or our agents. If such access is not made available we will have no other option than to take whatever action is necessary to fulfil our legal duty (see Eh above regarding the payment of the costs of the same). From time to time we may ask you to read the meter and submit the reading to us. If you fail to submit a reading we may have to arrange for one to be undertaken on our behalf and we may charge you any additional costs we incur. You shall remain responsible for your equipment and shall ensure that it is maintained in good working order and condition at all times, and you shall also be responsible for any physical damage or damage due to overloading to your equipment and our equipment (unless such physical damage or damage due to overloading is caused directly by us).
2. In respect of a gas supply we may wish to install an AMRD at the site and in respect of your electricity supply we may wish to install a SMART meter at the site. We will notify you of our intention and provide you with an address to write to if you wish to object. Where an AMRD/SMART is to be fitted, we shall make reasonable endeavours to ensure that such AMRD/SMART is installed at a mutually convenient time.
3. If you object to the installation of an AMRD/SMART at the site, you must notify us of your objection (in writing to the address specified in the notification to you as per para 6 above) not later than 14 days from the date of your receipt of our notification to you of our intention to installation.



# Standard terms & conditions for the supply of gas by Aramco Gas Ltd and/or the supply of electricity by Aramco Electricity Ltd

8. You understand and acknowledge that we may be unable to install an AMRD/SMART at the site and we shall therefore be under no absolute obligation to do so. Prior to installation of the AMRD/SMART, we will arrange for a manual reading of your existing meter and any energy consumption charges arising prior to the AMRD/SMART installation shall be invoiced to you in the subsequent invoice cycle. Where an AMRD/SMART is installed at the site, you shall be invoiced in respect of actual periodic meter readings obtained via the AMRD/SMART and estimates of consumption shall not be used, unless actual readings are unavailable for whatever reason. You hereby undertake that you will under no circumstances interfere with the AMRD/SMART. You shall notify us immediately in the event that you have any concern over the operation of the AMRD/SMART (including any suspicion that the AMRD/SMART is broken or damaged).

## L. Access

1. You shall permit access to the meter as is reasonably required for the purpose of reading, inspecting, testing, repairing, renewing or verifying its accuracy. If access is denied by you then we will be entitled to charge you any costs arising from the visit or any other subsequent action we may have to take to facilitate any of the above. We do not guarantee the accuracy of any data provided to you and we are not liable for inaccuracy of this data. We or you may, at our/your own option and expense, install and operate measuring devices to check the meter provided that such devices do not interfere with the operation of the meter.
2. You may at any time, by giving reasonable notice in writing, request us to arrange that the meter be verified for accuracy. If a verification check shows that the meter is within plus or minus two per cent of accuracy, the costs of such verification check shall be borne by you. If the meter is outside these limits we will bear the cost of the verification check.
3. You shall provide a meter reading immediately to us on entry to and on vacating the site. If readings are not provided we will impose suitable readings and these will be the basis for our calculations.

## M. Safety

1. We will take reasonable steps to keep supplying you but we cannot guarantee an uninterrupted, unreduced or unimpaired supply of gas or electricity on a continuous basis and we give no warranty or undertaking nor should any such be implied in this regard. In this context such supply will be in accordance with regulations made under Section 16 (1) of the Gas Act 1986 with regard to pressure, purity and uniformity and the Electricity Supply Regulations 1988 with regard to permitted supply variations. Our supply to you does not mean or imply that your installation and equipment is adequate and we accept no responsibility for ensuring their adequacy, safety and suitability. You will immediately notify any gas leak to the appropriate emergency contacts as identified or amended by us. The appropriate telephone number is 0800 111 999 unless otherwise notified.

## N. Deemed contracts (see Bh above)

1. In the event that you are being supplied by us under a deemed contract (see paragraph 8 of schedule 2B of the Gas Act 1986 or paragraph 3 of schedule 6 of the Electricity Act 1989) then where applicable these terms and conditions will apply to the deemed contract. You can terminate this contract at any time and no notice is required but it may take up to 7 days for our records to be updated. Charges will be calculated and applied from either the date of the last meter reading as available or as reasonably estimated by us (unless otherwise agreed between you and us) and shall be as notified to you from time to time or as amended by us. The rates for Deemed contracts will be higher than standard industry rates and will be sent to you as soon as we are made aware of the Deemed contract but they will be applicable from the date of the Deemed contract.

## O. Confidentiality

1. Neither party shall disclose to any third party or make use of any confidential information that has come into its possession in the course of this contract without the prior written consent of the other party nor shall it disclose to any third party anything contained in this contract. For the purpose of this contract, confidential information shall include – without limitation – any details about your individual energy contract with us but may also include, as applicable, any and all information that relates to the plans, products, developments, trade secrets, know how, clients and personnel of a party which is disclosed (in any form) by one party to the other party whether or not marked "Confidential" or which may reasonably be regarded as being confidential.
2. This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of either party. The confidentiality obligations of this condition continue notwithstanding any termination of this agreement.
3. business affairs, strategic, tactical and financial

## P. Data Protection

1. We shall process information about individual persons in accordance with the General Data Protection Regulations (GDPR) and you can find full details in our privacy policy, which is available on our website <http://www.aramcoenergy.co.uk> or free of charge upon request from our Customer Services Team. In summary, we collect and store your data for the purposes of fulfilling the agreement (whether fixed or deemed) between us and maintaining your gas and/or electricity account. We may use such information for the following purposes: (a) for identification, so that we are able to ascertain that we are speaking to the correct person; (b) in order to supply you with energy; (c) for the creation and management of your account with us; (d) so as to improve our service to you; (e) for the purpose of debt collection (including Credit Checks for this purpose); (f) in order to prevent or detect fraud, damage or loss; (g) for training and monitoring purposes, including keeping a record of any telephone conversations between us and correspondence with you; (h) in order to carry out risk assessments; (i) for the purpose of computer testing; (j) for the analysis of customer data, market research and marketing (save where you have selected to opt out from us contacting you for marketing purposes); (k) for the purpose of identifying and reporting potential or actual cases of theft of electricity and/or gas; (l) the purpose of seeking to assist you with the repayment of any arrears including via independent debt advice. We may share information concerning the conduct of your account with credit reference agencies, fraud detection agencies and with other financial institutions, in order to ascertain that you are able to continue paying for energy supplied to you by us, to prevent any fraud, to locate debtors and to assess whether to offer you new products and services. Subject to your agreement we may share your details with companies under common ownership, namely Card Saver Ltd and Commercial Power Ltd, in order to contact you with details of products and services which may be of interest to you. You can opt out of this at any time by emailing [sars@aramcoenergy.co.uk](mailto:sars@aramcoenergy.co.uk) or calling us on 0344 5678 427. You are entitled to know what personal information is held by us about you at any time. You may request this by contacting us via the above details. We may send you a request form to enable us to deal with your request to deal with your request more efficiently. We will make reasonable endeavours to process your request at the earliest opportunity and in any event within 30 days.

## Q. Tolerance volumes

1. Prior to entering into this Agreement you have agreed with us your Nominated Consumption as shown on the Offer to Contract.
2. For Electricity only, where your actual consumption for the Contract Term is greater than 120% of your Nominated Consumption (the "Upper Tolerance" and/or "UT") and the average System Buy Price for the Agreed Supply Period is greater than the Energy-Only Element of the Charges, we may charge you an Electricity Excess Consumption Charge.
3. For Electricity only, where your actual consumption for the Contract Term is less than 80% of your Nominated Consumption (the "Lower Tolerance" and/or "LT"), except where the average System Sell Price for the Contract Term is greater than the Energy-Only Element of the Charges, in respect of the difference between your actual consumption at those Premises during the Contract Term and the Lower Tolerance, we may charge you an Electricity Under Consumption Charge.
4. For Gas only, where your actual consumption for a Contract Year/part-Contract Year at the premises is greater than 120% of the Nominated Consumption or the pro-rata amount of the Nominated Consumption as applicable (the "Upper Tolerance" and/or "UT") and the average System Marginal Buy Price for that Contract Year/part-Contract Year is greater than the Energy-Only Element of the Charges, we may charge you a Gas Excess Consumption Charge.
5. For Gas only, where your actual consumption for the Contract Term is less than 80% of your Nominated Consumption (the "Lower Tolerance" and/or "LT"), except where the average System Marginal Sell Price for that Contract Term is greater than the Energy-Only Element of the Charges, in respect of the difference between your actual consumption at the premises during that Contract Year and the Lower Tolerance, we may charge you a Gas Under Consumption Charge.

## R. General

1. Our liability to you in connection with any failure to comply with our obligations under this contract and/or any physical damage caused to your property (or your employees' property) shall be limited to the total charges paid by you to us in respect of the supply of either gas or electricity (depending on which energy supply gives rise to the liability in question) in the relevant twelve month period of the contract term in which the liability arose. For the avoidance of any doubt, we do not seek to limit or exclude our liability for: (i) death or personal injury caused as a result of our negligence; (ii) our fraudulent misrepresentation.
2. To the fullest extent permitted by law we shall not in any event be liable for any loss of profits and/or anticipated profits, any economic loss or any indirect, special or consequential damages, howsoever arising, in connection with this contract and shall not be liable for any other damages in connection with this agreement or its termination or your agreement with your previous supplier or subsequent supplier, except (in all cases) as provided herein.
3. In the event that a network operator is liable for any loss or damage then our liability to you shall be strictly limited to such amount as we are able to recover from such network provider.
4. We shall have no liability to you in respect of any loss or damage, which arises as a result of your failure to meet your obligations hereunder.
5. We shall have no liability to you in the event that our performance of any of our obligations under this contract is prevented or hindered due to any circumstances outside our control.
6. This contract contains all the terms agreed by the parties relating to the subject matter of this contract. No variation or amendment to the contract shall be effective unless agreed in writing by us, as notified to you. These



# Standard terms & conditions for the supply of gas by Aramco Gas Ltd and/or the supply of electricity by Aramco Electricity Ltd

terms and conditions are subject to any changes made from time to time to the Acts, any other primary legislation, secondary legislation, or any law, regulation and industry agreements, standards, codes or licence conditions. We will notify you of the necessary changes and their effective date. We may perform any of the obligations undertaken by us and exercise any of the rights granted to us under the contract through any other Member of our Group which shall act as our agent, and any act or omission of any such Member of our Group shall for the purposes of this contract be deemed to be our act or omission. All communication that you send to us under this contract must be delivered in person, by first class mail to the relevant Notification Address. We will not accept any communication from third party intermediaries on your behalf. You will not assign, novate or transfer your rights or obligations under this contract without our prior written consent. We may sub-contract, assign, transfer or novate any (or all) of our rights or obligations under this contract at any time without notice to you. In the event that we transfer our obligations under this contract to a Member of the Group or another third party, you hereby give us permission to transfer your personal information to such entity.

10. A waiver of any breach will only be valid if it is confirmed in writing by the parties and any waiver is without prejudice to any other or future breach. The remedies available to the parties under this contract shall be without prejudice to any other rights, either at common law or under statute, which either may have against the other.

11. The invalidity or unenforceability of any term of, or any right arising pursuant to the contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

12. The construction, validity and performance of the contract shall be governed by the law of England. The contract shall be subject to the sole jurisdiction of the English Courts.

13. In the event that any dispute or difference arises between us (including any dispute concerning the construction, meaning or effect of these terms and conditions) or any other matter arising out of or in connection with the contract, you and we shall in the first instance make reasonable endeavours to resolve such dispute via good faith negotiations, failing which both parties shall attempt to resolve the dispute by an Alternative Dispute Resolution technique recommended by the Centre for Dispute Resolution. In the event that the dispute cannot be resolved in accordance with the foregoing, either party may pursue the resolution of such dispute via the courts. The parties submit to the exclusive jurisdiction of English courts.

## S. Green/renewable energy products

1. If you have agreed a Renewable Electricity product, we will source 100% of the electricity to supply your business from renewable sources.

2. If you have agreed a Green Electricity and or Green Gas product Aramco

Energy will offset 100% of the carbon emissions by funding initiatives, including hydro-power and forestry, which helps reduce carbon dioxide emissions in the atmosphere.

3. We reserve the right to utilise new, alternative renewable sources. Full details can be found on our website <http://www.aramcoenergy.co.uk>.

## T. Definitions

In these terms and conditions: "Acts" means the Gas Act 1986 and/or the Electricity Act 1989 (as appropriate) as amended by the Utilities Act 2000 and as amended or supplemented from time to time. "AMRD" means an automatic meter reading device at the Site for the purpose of obtaining an actual (in lieu of estimated) meter reading being taken by a remote device transmitting consumption information to us or to a Third Party on our behalf. "AQ" means the estimated annual consumption of Gas for each Site per year. "Climate Change Levy (CCL)" is the tax payable by industrial and commercial companies for using Gas or Electricity as set out in Schedule 6 of the Finance Act 2000. "CCL Equivalent Charge (CCE)" is an amount calculated by multiplying your total Electricity consumption in a billing period with the current applicable Climate Change Levy (CCL). "Charges" mean the price you pay including any standing charges, unit rates and any additional charges. "CCL Exempt Product" means a Supply of energy from either Good Quality CHP Electricity or Renewable Electricity which, in accordance with the Finance Act 2000, Schedule 6 partially or wholly exempts the consumer receiving that Supply from CCL. "Contract" shall mean the Supply Contract between you and us incorporating the Terms And Conditions and additional information letter. The Contract applies even when existing Contracts have lapsed if no new Contract has been agreed between you and another energy supplier, although prices may change at the end of the initial Contract term. In the case of Deemed Contracts this Contract will apply even where a Supply Contract has not been agreed between you and us. "Contract Price" means the price of Gas or Electricity agreed with you at the point of sale and as confirmed by us in writing, or as subsequently amended in line with the Contract provisions, when these apply, or as specified by us in the case of out-of-Contract terms and Deemed Contracts. "Contract term" shall mean the period from and including the Supply Start Date up until and including the last date on which the current charges as specified in the Offer to Contract shall apply. "Data Aggregator" for Electricity only, appointed to carry out the aggregation of metering data received from the Data Collector; "Data Collector" shall mean an company or organization appointed to provide data retrieval and/or data processing services; "EAC" means the estimated annual consumption of Electricity for each Site per year. "Electricity" shall mean all Electricity supplied to the customer by us in accordance with this Contract. "Electricity Excess Consumption Charge" calculated as  $EECC = (SBP - EOE) * (AC - UT)$  Where: EECC is the Electricity Excess Consumption Charge; SBP is the average of all System Buy Prices for the Agreed Supply Period; AC is the

actual consumption during the Agreed Supply Period; UT is the Upper Tolerance; and EOE is the Energy-Only Element; "Electricity Under Consumption Charge" calculated as  $EUCC = (EOE - SSP) * (LT - AC)$  Where: EUCC is the Electricity Under Consumption Charge; SSP is the average System Sell Prices for the Agreed Supply Period; AC is the actual consumption during the Agreed Supply Period; EOE is the Energy-Only Element; and LT is the Lower Tolerance. "Energy-Only Element" the energy-only element of the Contract Price, being the demand weighted rates for Energy. The Energy-Only Element can be provided to you upon request; "Fixed Term" shall mean a Site for which we have agreed a Fixed Term Contract for a specific period or any Site for which the term has been renewed or extended. "Gas" shall mean all natural Gas supplied to the customer by us in accordance with this Contract. "Gas Excess Consumption Charge" calculated as  $GECC = (SMBP - EOE) * (AC - UT)$  Where: SMBP is the average of all System Marginal Buy Prices for the relevant Contract Year; AC is the actual consumption during the relevant Contract Year/part- Contract Year; UT is the Upper Tolerance; and EOE is the Energy-Only Element. "Gas Under Consumption Charge" calculated as  $GUCC = (EOE - SMSP) * (LT - AC)$  Where: SMSP is the average of all System Marginal Sell Prices for the relevant Contract Year; AC is the actual consumption during the relevant Contract Year/part- Contract Year; LT is the Lower Tolerance; and EOE is the Energy-Only Element. "GDPR" means the General Data Protection Regulations 2017. "Good Quality CHP Electricity" is qualifying CCL exempt Electricity in accordance with the Finance Act 2000 Schedule 6 Paragraph 20 (A), produced by CHP (Combined Heat & Power) generation and meeting the CHPQA criteria. "Green Electricity" means replacing the negative effects of fossil fuels with more environmentally friendly alternatives. "Green Gas" means replacing negative effects of fossil fuels with more environmentally friendly alternatives. "Group" means, in relation to us, (i) our companies' and (ii) any other company which, at the relevant time, is our holding company or subsidiary, or the subsidiary of any such holding company (as 'subsidiary' and 'holding company' are construed in accordance with by section 1159 of the Companies Act 2006) and (iii) any associate or affiliate company which has at least 50% of its shareholders in common with us; and "Member" of a Group has a corresponding meaning. "Late Fee" means a charge applied when the amounts due are not paid by you by the due date. "Lower Tolerance" as defined at R3. "Meter" shall mean the measuring equipment installed at or near the Supply point at each Site. "Meter Operator" shall mean a person appointed to provide, install, maintain or administer the Metering Equipment; "Meter Point" the point at which Electricity or Gas is metered prior to Supply to your Premises and at which title and risk in that Energy passes to you. There may be more than one (1) Meter Point at each Premises; "Metering Equipment" any equipment which, whether directly or indirectly, has an effect in the recording of consumption at a singular Meter Point (giving the ability to use such information in billing and settlement); "micro-business" means a customer at premises other than domestic premises which meets one of the following conditions; Uses less than 100,000KWh of Electricity a year Uses less than 293,000KWh of Gas a year Has fewer than ten employees and yearly turnover less than €2 million "Month" shall mean a period beginning at 0600 hours on the first day of any calendar month and ending at 0600 hours on the first day of the next calendar month. "MPAN" means the meter point administration number given to each Electricity meter. "MPRN" means the meter point reference number given to each Gas meter. "Multi-Rate" means a product that offers multiple prices throughout the Fixed Term of the Contract as agreed with you at the point of sale. "Network Operator" means the company Licenced to operate the Electricity distribution network in your area. "Non-commodity" means compulsory Third Party costs imposed by the Government and/or Government body, primary legislation, secondary legislation, or any law, regulation and industry agreements, standards, codes or Licence conditions. "Nominated Consumption" the value shown on the Offer to Contract as kWh per annum; "Non-SMART Rates" means the price you will be charged if we are unable to install a SMART meter due to your refusal. This price is subject to change at any time and the current rates are set out on our website. "Notification Address" means, in respect of the relevant company out of Aramco Gas Ltd and Aramco Electricity Ltd, as applicable, the registered address of that company at the time of service of notice. "Offer to Contract" shall mean our statement of Charges and principal conditions applicable to the Supply of Energy to your Meter Points during an Agreed Supply Period; "Parties" shall mean us and you and "Party" shall be construed accordingly. "Portal" means an internet entry point to access your bills and other information that we may Supply. "Price Amendments" means a change (either an increase or decrease) or addition to your charges. "Qualified" for Electricity, as defined in the Balancing and Settlement Code, and in respect of Meter Operators, also being a signatory to the Meter Operation Code of Practice Agreement. For Gas, registered and approved under the Ofgem Meter Asset Managers Registration Scheme; "Referral Fee" is the additional charge levied to recover the costs incurred by us or our agents when requesting and making a Site visit. "Renewable Electricity" is qualifying CCL exempt Electricity in accordance with the Finance Act 2000 Schedule 6 Paragraph 19 produced from renewable sources as listed in Regulation 47 of the Climate Change Levy (General) Regulations 2001. "Fixed Term" is the day on which the initial Contract term or an extension to this Contract ends;

## Standard terms & conditions for the supply of gas by Aramco Gas Ltd and/or the supply of electricity by Aramco Electricity Ltd

"Renewal Reminder" means a notice sent to customers in advance of the Fixed Term incorporating the charges that will apply during any extension period.

"Site" shall mean the location at which you carry on your business and which is identified in the recordings and within the Contract. The Site may be amended from time to time by agreement in writing between us.

"SMART meter" means an automatic meter reading device at the Site for the purpose of obtaining an actual (in lieu of estimated) meter reading being taken by a remote device transmitting consumption information to us or to a Third Party on our behalf. "Statement Of Renewal Terms" means a written statement explaining the process for Contract renewal and termination. We will send you the statement when you enter into a Contract, when your Contract is extended and, if you have not indicated your intention to terminate the Contract, when we send you a Renewal Reminder.

"Supply" shall mean the provision of Gas or Electricity in accordance with this Contract. "Supply start date" shall mean the date agreed by the parties in the recording or if later, the date notified to you in writing by us.

"Supply point" shall mean the point of connection between the Licenced network and your apparatus or equipment.

"System Buy Price"; "SBP" as defined in the Balancing & Settlement Code (BSC) arrangements, a component of the British Electricity Trading & Transmission Arrangements (BETTA) which specify the system and method of sale, purchase and transmission of wholesale Electricity. The BSC can be found at [elexon.co.uk](http://elexon.co.uk) and the System Buy Prices for each half-hour are published at [bmreports.com](http://bmreports.com).

"System Marginal Sell Price" is the System Marginal Sell Price, as calculated and published by National Grid in respect of each Gas Day;

"System Sell Price" "SSP" as defined in the Balancing & Settlement Code (BSC) arrangements, a component of the British Electricity Trading & Transmission Arrangements (BETTA) which specify the system and method of sale, purchase and transmission of wholesale Electricity. The BSC can be found at [elexon.co.uk](http://elexon.co.uk) and System Sell Prices for each half-hour are published at [bmreports.com](http://bmreports.com).

"Termination Fee" shall be the charge levied by us, if any, and payable by you as referenced at paragraph J.2 This termination fee will be the bill value over the last 6 complete months prior to when you officially ceased ownership or rental of the Site.

"Terms And Conditions" shall mean the standard Terms And Conditions of Supply set out in this document together with any additional terms and/or special terms accompanying this document.

"Upper Tolerance" as defined at R2

"VAT" means Value Added Tax, described in the Value Added Tax Act 1994.



## Privacy Policy

Last updated: January 2025

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At Aramco Energy (“we”, “us” or “our” for short) we and our group companies are committed, not only to providing you with unbeatable value and an excellent service, but also to protecting your personal information. Your personal information (also called ‘personal data’) is the information which identifies you as an individual that we get from you and others in various ways. Under the Data Protection Act 1998 (the “Act”) and the General Data Protection Regulation (GDPR) specific obligations are placed on us about the way we handle this type of information. The aim of this privacy policy is to let you know what personal information we collect from you when you purchase products and services from us, when you use our website and when you contact us, how we store and use it, and how you can access and manage this information. It is important you read this Privacy policy together with the data protection statement in your terms and conditions so that you are fully aware of how and why we are using your information.

### Changes to this Privacy Policy

We may revise and update this Privacy Policy at any time and will indicate at the top of this page when this Privacy Policy was last revised. Please periodically review the Privacy Policy, as your continued use of the Website indicates your agreement with any changes that we make.

### Our group and your products and services

As our products and services may be provided to you by different companies within our group, it may be that your personal information needs to be passed to the relevant group company or companies. Just so you know Aramco Energy group companies who may have access to your personal information under this privacy policy include:

- Aramco Electricity Ltd
- Aramco Gas Ltd

We may share your personal information with other third parties in the circumstances set out in this policy.

### Storage of Your Information

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted. Where we have given you (or where you have chosen) a password that enables you to access certain parts of Aramco Energy’s systems and services, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted electronically; any transmission is at your own risk. Once we have received your information, we will use procedures and security features to try to prevent unauthorised access.

## **What personal information do we collect about you?**

We collect the personal information requested by our application and contact forms together with any comments or remarks that you may provide in free text fields or may send to us. We may also keep a record of references and information received from third parties (for example from credit reference or fraud prevention agencies) and of any other correspondence or communication between you and us, whether written, e-mailed, or as a result of visits, interviews or telephone calls including those which are recorded for the purposes summarised below. Information includes:

- Name of Customer
- Customers Business Name
- Contact Information (e.g. address, email, telephone number)
- Identification documents
- Landlord information / contact details
- Bank account and payment card details
- Profile information including username and password
- Marketing and communications information including your preferences in receiving marketing from us and our third parties and your communication preference.
- Company social media information, social media business page, contact details, etc

As standard, we do not collect any Special categories of personal data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and biometric data). Nor do we collect any information about criminal convictions and offences. However, on occasions, it may be necessary for us to hold a limited amount of health information to ensure services are provided correctly to vulnerable customers.

When you interact with our digital platforms, we may also automatically collect the following information about your visit:

- How you have reached our digital platform and the internet protocol (IP) address you have used;
- Your browser type, versions and plug-ins and your operating system;
- Your journey through our digital platform, including which links you click on and any searches you made,
- how long you stayed on a page and other page interaction information;
- Information collected in any forms you complete such as our online enquiry forms; and
- News, offers and opportunities from us

## **How do we use your personal information?**

We will use the information you give us, or which we legally receive from another organisation or person, to set up and manage your gas or electricity account (or both) with us by way of performance of the contract between us. We may share it with all relevant industry organisations based on agreed industry processes. We may use it and share it with any Aramco Energy group company or relevant third parties (some of which are under common ownership, mainly Card Saver Limited) to:

- help us identify you so we know who we are talking to;
- supply you with gas or electricity (or both) or any other services that you request, including other business services offered by third parties which we may from time to time promote to you when you make contact with us;
- set up and otherwise manage your utilities account, including collecting debts and improving our service to you;
- renew your contract and services;

- work out your bills;
- help prevent and detect fraud or loss;
- assess risk, carry out marketing (unless you have opted out) or market research, statistical analysis, test systems, improve the way that we run your accounts (including quality assurance) and analyse your account history; and train staff and monitor our services.

This may mean that we record our conversations or our correspondence with you to make sure we are providing you with good service and to make sure we keep to our legal and regulatory obligations to promote services or products we believe you may be interested in. You can opt out of this contact at any time.

You may receive marketing communication from us if you have requested information from us or, in each case, you have not opted out of receiving that marketing. With regard to marketing purposes, we will get your express opt-in consent before we share your personal information with any company outside of the Aramco Energy group of companies.

If you have a meter installed at your property that can be connected to the wireless network (a 'smart' meter), we will gather information about the gas or electricity (or both) you use remotely and in real-time (the equipment will automatically send us the information). We rely on third-party agents and service providers to collate this information to ensure we obtain accurate meter read details. We may use this information for the purposes set out above. We may pass information about you to our agents and service providers for these purposes. This may involve passing your information outside of the European Economic Area (EEA) to countries that do not have the same data protection standards as we do in the UK. If we, or our agents and service providers, do this, we will make sure that it happens and will ensure the information is afforded the same or similar safeguards and processes that we undertake in the EEA. If we are asked, we may pass your information on for regulatory purposes to Ofgem (or any organisation which takes over Ofgem's role), at the request of any other legal or regulatory body or as part of a government data-sharing initiative.

We may search the files of credit reference agencies who will record the search. We may share information about how you deal with your account with other financial institutions, with credit reference agencies and with fraud prevention agencies. We may use this information to help us assess your ability to pay our bills and to make decisions about the products and services that we offer you. Where there is outstanding debt on an account Personal information may be shared with Debt Recovery Agents acting on behalf of Aramco Energy.

If you have given us your mobile phone number or email address (or both), we may use the information to send you service messages or other similar information (by text message or email). The aim is to help us manage your account. We will not use the information for marketing purposes unless you have agreed that we can. You must let us know if your mobile phone number or email address changes so that we can keep this information up to date. We will release your account details to any organisation we may transfer our rights responsibilities to and we reserve the right to tell your future service provider of any debt you may have with us.

From time to time, additional personal information may be collected to supplement the information already held for the legitimate interests of Aramco Energy, such as, for the purpose of ensuring sufficient contact information is held to ensure your account can be fully managed. Please note that we reserve the right to access and disclose individually identifiable information to comply with any applicable laws and lawful government requests, to operate our systems properly, to protect both ourselves and our users, and where we are approached by a potential buyer of our business or assets, or in relation to any joint venture or business arrangement.

## **If you have consented to us sending you marketing material...**

...you may opt-out at any time. You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of our group and third parties for marketing purposes.

If you no longer wish to be contacted for marketing purposes please get in touch with us using the details below.

- telephoning us on **TBC** (included in any 'inclusive minutes' from mobiles);
- emailing us at [sars@aramcoenergy.uk](mailto:sars@aramcoenergy.uk); or
- writing to us at **TBC**.

When we receive your request we will send you a form to fill in.

Your rights to personal information include:

- Request access to personal information;
- Request that inaccurate information is corrected;
- Request that processing of personal information is restricted;
- Request that personal information we hold is erased in certain circumstances;
- Request a copy of the personal information that has been provided to us (Subject Access Request);
- Object to the processing of personal information or the continued processing of personal information.

Even if you don't want a copy of your personal information, you can still contact us to check that the personal information that we hold is accurate or to let us know of any changes to your personal information. We always try to ensure that the information that we hold is accurate, up to date and

relevant. We'll

be more than happy to make changes or to correct any inaccuracies.

## **External links from our site**

From time to time, for your convenience, we may include hypertext links to sites which are created by individuals and companies outside of our group companies. We do this when there is a particular relevance to the topic you're reading about. Whilst we endeavour to check that the content of these sites is suitable, we, unfortunately, cannot take any responsibility for the practices of the companies who publish the sites that we link to, nor the integrity of the content contained within them.

Please remember that we are not responsible for the privacy practices of other sites. This privacy policy applies only to information collected and held on systems controlled by Aramco Energy.

## **How long will you retain my information?**

We will only retain your personal data for as long as reasonably necessary to fulfil the purpose we collected it for, including for the purpose of satisfying any legal, accounting, or reporting requirements. Our standard data retention periods for personal information provided to us for the purpose of supplying utilities is set out in the Aramco Energy Data Retention and Destruction Policy however as standard for contractual information this is 6 years from the date that your contract is terminated with us, at which point the data will be securely deleted or destroyed.

## **Data Security**

We take the security of personal information seriously and Aramco Energy has appropriate measures, safeguards and protocols in place to ensure data is kept secure, is only accessed by those individuals authorised to do so and where there is a legitimate need to access the data.

## **Cookies**

We may use cookies to monitor how people use our site. This helps us to understand how our customers and potential customers use our website so we can develop and improve the design, layout and function of the sites. A cookie is a piece of information that is stored on your computer's hard drive which records how you have used a website. This means that when you go back to that website, it can give you tailored options based on the information it has stored about your last visit. You can normally alter the settings of your browser to prevent it from accepting cookies. If you do not want us to use cookies in your browser, you can set your browser to reject cookies or to tell you when a website tries to put a cookie on your computer. However, you may not be able to use some of the products or services on our website without cookies.

## **Where to make a complaint**

If you have a complaint regarding any aspect of your personal data or this policy please contact us by: telephoning us on **TBC** (included in any 'inclusive minutes' from mobiles); emailing us at [ComplaintSupport@aramcoenergy.uk](mailto:ComplaintSupport@aramcoenergy.uk); or writing to us at **TBC**.

If you are not happy with the outcome of your complaint, you may write to the Information Commissioner's Office whose details can be found on <https://ico.org.uk/>