Standard terms and conditions for the supply of gas by Ruby Gas Ltd and/or the supply of electricity by Ruby Electricity Ltd to Businesses and Micro Businesses

February 2026
Version 1.3

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1. Introduction

1.1 Ruby Gas Ltd trading and Ruby Electricity Ltd trading as Ruby Energy is licensed to Supply Electricity to non-domestic premises.

1.2 These Terms And Conditions refer to Ruby Energy but in relation to Gas this means Ruby Gas Ltd and in relation to Electricity this means Ruby Electricity Ltd.

1.3 References to "we", "us" or "our" means the relevant Ruby 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 20 and shall be construed in accordance with the meanings given to them therein.

1.4 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.

1.5 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:

1.5.1 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;
1.5.2 the Site is connected
1.5.3 you will provide suitable credit references and security cover, if requested by us;
1.5.4 you will provide a best estimate of the EAC and/or AQ for each Site.

1.6 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.

1.7 We operate a paperless billing system. You therefore agree that you will not receive a paper bill. You therefore agree to the following;

1.7.1 You will access our Portal to retrieve your monthly bills;
1.7.2 If you cannot access your bill or other information via the Portal then it is your responsibility to inform us;
1.7.3 Ruby 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;

1.7.4 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 6 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 1.7.3 above);

1.7.5 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.

1.8 All contracts require that the Site has or is fitted with an SMART Meter and by entering into this Contract you agree that you will allow us to install such a device (if one is not already fitted). If we are unable to fit such a device due to technical reasons then this will not alter the contractual agreement between us.

2. Contract Forms

2.1 The Contract is between us and you and is subject to these Terms And Conditions. The Terms And Conditions cover:

2.2 Fixed price contracts billed monthly:

2.2.1 based upon your Gas or Electricity usage; or

2.2.2 in equal amounts based upon your estimated consumption of Gas or Electricity over the Term;

2.3 Gas budget plan contracts where initial prices, subject to certain conditions, may vary in the future, billed monthly:

2.3.1 based upon your Gas usage;

2.3.2 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;

2.4 Gas variable contracts where prices may change over the lifetime of the Contract depending on the wholesale market and other costs.

2.4.1 Based upon your Gas usage;

2.4.2 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;

2.5 Electricity tracker contracts, that track wholesale energy and other cost movements, billed monthly:

2.5.1 based upon your Electricity usage;

2.5.2 in equal amounts based upon your estimated consumption of Electricity over the Fixed Term or, when prices change, over the remaining Fixed Term;

2.6 Electricity Market Tracker contract prices will be reviewed every April and October against changes in wholesale energy and other costs, such as metering and transportation charges, and Government levies. This means that, at each 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 and or October invoice (if you are a half-hourly billed customer, changes take effect from

your May and or November invoice).

2.7 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

2.8 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.

2.9 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.

2.10 Contracts in 2.4 and 2.5 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 6.4 below.

2.11 Clause 2.7 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.

2.12 Out-of-contract prices in 2.8 and 2.9 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 2.1 – 2.10.

2.13 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.

2.14 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 Ruby Energy will notify you in writing.

3. Registration

3.1 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.

3.2 We will seek to become your registered supplier within 5 days of this Contract being agreed, unless:

3.2.1 We agree with you an alternative Supply Start Date beyond 5 working days of this Contract date.

3.2.2 Your current supplier blocks the transfer of the Supply.

3.2.3 We do not receive all of the required information required to complete the

transfer of the Supply.

3.2.4 There are no Meter connection or metering arrangements in place at your property.

3.4 Where one of the scenarios described in 3.2 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

3.5 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.

3.6 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.

3.7 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.

4. Contract start and operation

4.1 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.

4.2 The Contract shall be on these Terms And Conditions only (together with the terms detailed in the document titled Additional Information to accompany Ruby Energy's standard Terms & Conditions). This Contract shall continue for the Fixed Term as a minimum.

4.3 To prevent the Contract extending beyond the Fixed Term or any extension period (autorollover) the Contract must be terminated by written notice (see 4.4 below) which can be sent AT ANY TIME within the Fixed Term. If not then it shall continue for successive extension periods of not more than 30 days Your written notice may be submitted by email to termination@rubyenergy.uk or by post to Ruby Energy, Parkside Stand, Fleetwood Town Football Club, Park Avenue, Fleetwood, FY7 6TX

4.4 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. This reminder will constitute the Statement Of Renewal Terms and will confirm the termination process, the latest date by which we must receive your notice of termination and the relevant address to which you can send a written termination notice. If no termination notice is received by us then the Contract will not be terminated at the end of the Fixed Term and it will automatically continue as outlined within the Statement Of Renewal Terms until terminated by you.

4.5 Where you serve notice of termination but you do not enter into a new Contract with Ruby Energy or a new supplier within 24 hours of the end of the Fixed Term, so that the new supplier is your actual supplier of Gas or Electricity in place of us after the end of the Fixed Term or any extension thereof, we will continue to Supply you on these conditions but subject to our out-of-contract rates (see 2.8 above) until your transfer has occurred. We shall be entitled to disconnect the Supply at any time after the date of termination.

4.6 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

4.7 We shall have the right to object to you transferring the Supply to another supplier if:

4.7.1 changing supplier would put you in breach of any part of this contract and its legitimate extension;

4.7.2 you have not paid all the Charges due under this contract;

4.7.3 the new supplier agrees with us that the transfer was started in error.

4.8 If we have objected 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.

5. Charges

5.1 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 section 5.4 below).

5.2 Subject to section 2, 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.

5.3 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 section 2.8 above).

5.4 We may also charge you for extra items that are not set out in your Additional Information Letter. These may also include;

5.4.1 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);

5.4.2 our reasonable costs of stopping, disconnecting or reconnecting your Supply;

5.4.3 our costs for transporting or distributing Gas or Electricity to the Site (if these are not included in our Supply prices);

5.4.4 a charge for Meters or metering equipment;

5.4.5 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);

5.4.6 our reasonable costs if you fail to keep an agreed appointment with us or our agents at a Site;

5.4.7 our reasonable costs if you interfere with your Gas or Electricity Meter or steal Gas or Electricity;

5.4.8 our reasonable costs if you prevent us or our agents from reading or working on your Meter;

5.4.9 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;

5.4.10 reading your Meter when you ask us, if this is more often than we must read it by law; or

5.4.11 making and sending copies of any documents we have already given you or made available to you.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 All our prices and other Charges are affected by UK tax or duty, including VAT and CCL.

5.11.1 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:

5.11.2 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).

5.11.3 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.

5.11.4 '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.

5.11.5. You will be charged CCL on the Gas or Electricity you use, unless:

5.11.5.1 CCL does not apply (because the reduced rate of VAT (see clause 5.11.2 and 5.11.3) applies to the Supply at the Site); or

5.11.5.2 you qualify for an exemption or discount from the full CCL rate (in line with Schedule 6 of the Finance Act 2000).

5.12 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.

5.13 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):

5.13.1 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.

5.13.2 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.

5.13 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.

5.14 We reserve the right to vary Non-Commodity elements to Charges for all Contract Forms.

5.15 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:

5.15.1 Transmission and Network costs,
5.15.2 Usage or capacity Charges from the Network Operator,
5.15.3 Changes in tax and duties,
5.15.4 Industry costs that remain unpaid by other industry participants are duly distributed by the Government and/or Regulator to the wider market including us.

6. Payment Terms

6.1 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.

6.1.1 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.

6.2 If you dispute any bill or invoice this will not entitle you to withhold payment of any or the entire bill.

6.3 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.

6.4 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 2.4 above), which means we will seek to recover the full outstanding balance from you each Month for the gas you have used.

6.5 For each Site the following provisions shall apply:

6.5.1 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:-

6.5.2 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.

6.5.3 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.

6.6 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.

6.7 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:

6.7.1 establishing your current trading position; and

6.7.2 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.

6.8 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 that 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.

6.9 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.

6.10 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.

7. Security Deposits

7.1 If you have agreed to Ruby Energy's security deposit option, we will issue an invoice for the deposit on or around the date that Ruby Energy becomes your registered supplier.

7.2 The security deposit will be collected by Direct Debit and calculated using your Nominated Consumption. This is determined using your agreed unit rate and applicable standing charges, plus VAT and CCL.

7.3 The security deposit will be kept as a credit on your account, save for the circumstances set out at 7.4

7.4 If your account falls into arrears, Ruby Energy may, at its discretion, use all or part of your security deposit to offset any outstanding balance.

7.5 Ruby Energy reserves the right, at any time during your contract, to request that you provide or increase a security deposit. Any such request will be made in writing and calculated in accordance with clause 7.2, taking into account any change in your Nominated Consumption, payment behavior, or credit status. Failure to provide the requested deposit within ten (10) days of our notice may be treated as a material breach of this contract.

7.6 Any remaining security deposit balance will be refunded once your final invoice has been settled in full and Ruby Energy no longer supplies your premises.

7.7 If you have agreed to lodge a security deposit but fail to make the payment when due, or subsequently withdraw your agreement to provide a deposit, Ruby Energy reserves the right to apply a Price Amendment.

7.8 A Price Amendment may include an increase to your unit rate and or standing charge to reflect the higher credit risk associated with your account and will take effect from the date Ruby Energy notifies you in writing.

7.9 We will not pay you interest on any sums provided as security deposit.

8. Protecting you from back billing

8.1 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 www.RubyEnergy.uk or contact us to request a hard copy, free of charge.

9. Contract Termination

9.1 You may not terminate this Contract before the end of the Fixed Term except when:

9.1.1 You are about to stop trading at the Site and you have 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;

9.1.2 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.

9.2 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 and any early Termination Fees that may apply.

9.3 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. 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.

9.4 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.

9.5 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.

9.6 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 or the 30-day notice period needed to end the contract.

9.7 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.

10.9 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.

10. Measurement

10.1 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.

10.2 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.

10.3 We shall use reasonable endeavors 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.

10.4 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.

10.5 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).

10.6 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 endeavors to ensure that such AMRD/SMART is installed at a mutually convenient time.

10.7 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 11.6 above) not later than 14 days from the date of your receipt of our notification to you of our intention to installation.

10.8 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.

10.9 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.

10.10 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.

10.11 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).

11. Access

11.1 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.

11.2 We do not guarantee the accuracy of any data provided to you and we are not liable for inaccuracy of this data.

11.3 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.

11.4 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.

11.5 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.

12. Safety

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Deemed contracts

13.1 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.

13.2 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.

13.3 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.

14. Confidentiality

14.1 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 business affairs, strategic, tactical and financial 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.

14.2 This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of either party.

14.3 The confidentiality obligations of this condition continue notwithstanding any termination of this agreement.

15. Data Protection

15.1 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 www.RubyEnergy.uk, or free of charge upon request from our Customer Services Team.

15.2 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:

- for identification, so that we are able to ascertain that we are speaking to the correct person;
- in order to Supply you with energy;
- for the creation and management of your account with us;
- so as to improve our service to you;
- for the purpose of debt collection (including Credit Checks for this purpose);
- in order to prevent or detect fraud, damage or loss;
- for training and monitoring purposes, including keeping a record of any telephone conversations between us and correspondence with you;
- in order to carry out risk assessments;
- for the purpose of computer testing;
- 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);
- for the purpose of identifying and reporting potential or actual cases of theft of Electricity and/or Gas;
- 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.

15.3 Subject to your agreement we may share your details with companies under common ownership, namely Card Saver 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@RubyEnergy.uk or calling us on 0344 5678 427.

15.4 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.

16. Tolerance Volumes

16.1 Prior to entering into this Agreement you have agreed with us your Nominated Consumption as shown on the Offer to Contract.

16.2 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 shall charge you an Electricity Excess Consumption Charge.

16.3 For Electrcity 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 shall charge you an Electricity Under Consumption Charge.

16.4 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 shall charge you a Gas Excess Consumption Charge.

16.5 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 shall charge you a Gas Under Consumption Charge.

17. General

17.1 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:

- death or personal injury caused as a result of our negligence;
- our fraudulent misrepresentation.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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 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.

17.7 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.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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.

18. Green/renewable energy products

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

18.2 If you have agreed a Green Gas product Ruby Energy will offset carbon emissions by funding initiatives, including hydro-power and forestry, which helps either absorb or reduce carbon dioxide emissions from the atmosphere.

18.3 We reserve the right to utilise new, alternative renewable sources. Full details can be found on our website www.RubyEnergy.uk.

19. 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 costs.
CLL 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 of each site per year.
Electricity	shall mean all electricity supplied to the consumer 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 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 2018.
Green Gas	means replacing negative effects of fossil fuels with more environmentally friendly alternatives.
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.
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 17.3 above.
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 10 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.
Network Operator	means the company licensed to operate the electricity distribution network in your area.
Nominated Consumption	means your declared and expected annual consumption as agreed on your Contract Offer.
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.
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 Ruby Gas Ltd and Ruby Electricity Ltd, as applicable, the registered address of that company at the time of service of notice.
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.
Renewable Date	is the day on which the initial contract term or an extension to this contract ends.
Renewable Reminder	means a notice sent to customers in advance of the renewal date 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.
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.
VAT	means value added tax, described in the Value Added Tax Act 19.