

OUR TERMS OF SERVICE  
EFFECTIVE FROM FEBRUARY 1<sup>ST</sup> 2023

## Definitions

**Supplier Contract** – the contract setting out the terms and conditions on which the Supplier provides the Supplier Services to the Customer.

**Supplier Services** – the utilities supply services and/or products as may be agreed to be provided by a Supplier to a Customer.

Terms - these terms and conditions setting out the basis on which the Services are provided by I Consultancy NE.

Letter of Authority - the Letter of Authority provided to you by I CONSULTANCY NE and executed by you the customer to authorise I CONSULTANCY NE to negotiate on behalf of the customer with utility suppliers.

### 1. I Consultancy NE Terms of Business

1.1 The following “Terms” are set out to provide the customer (“you”) with a summary of the main terms that apply to your use of I CONSULTANCY NE (“I CONSULTANCY NE”, “US” OR “WE”) Including how we work with utility suppliers.

1.2 These terms will apply when I CONSULTANCY NE provides you with a service and no other specific written agreement has been presented and accepted. The written agreement may be a signed agreement or terms & conditions sent to you by I CONSULTANCY NE in a welcome letter, email or any other written communication regarding the services supplied to you by I CONSULTANCY NE.

1.3 By using I CONSULTANCY NE you are agreeing to these terms and that they will apply unless and until you have a written agreement in place with I CONSULTANCY NE, in which case the terms of the written agreement will prevail.

1.4 I CONSULTANCY NE works with numerous utility suppliers which provide us services to broker. We can provide a list of suppliers on request. You can request said list from your account manager.

## 2. Provision of Services

2.1 When authorised by you under I CONSULTANCY NE’ Letter of Authority (LOA) we will contact all relevant utility suppliers to gather information and provide you with suitable and available options for you to select your preferred utility supplier.

2.2 I Consultancy NE will endeavour to negotiate and secure competitive and favourable quotations on behalf of the customer and will provide relevant quotations obtained from the suppliers to the Customer.

2.3 All of I CONSULTANCY NE' proposals provided to the customer contain indicative rates and therefore does not constitute a contract and there is no guarantee of rates. I CONSULTANCY NE' proposal is only guaranteed once contacts have been agreed by the customer and the rates have been confirmed as secured by the chosen utility supplier.

2.4 Any quotation offered by a utility supplier to a customer via I CONSULTANCY NE shall not constitute an offer, the quotation is only valid for the period that the supplier dictates and can be changed at any point by the supplier until the contract is agreed and secured by the supplier.

2.5 Where a Customer wishes to proceed with a quotation from a supplier, I CONSULTANCY NE will complete the provision of the Services by organising the written contract between the supplier and customer for the supply and purchase of the Suppliers Service.

2.6 To enable I Consultancy NE to provide the Services, the Customer responsible for ensuring that all information provided by them is true and accurate. Any errors must be promptly made known to I Consultancy NE.

**2.7** Any utility supply contract you enter into is between you, the customer, and the utility supplier; we are not responsible for the terms of the utility supply contract.

### **3. Charges and Payment**

3.1 Unless you agree to pay a fee directly to us, I CONSULTANCY NE is typically remunerated for the services that it supplies to you via a payment from a utility supplier as a "commission" for securing your utility supply contract. This is usually included by way of an uplift applied within the costs charged to you under your utility supply contract. Your charges for I CONSULTANCY NE provision of services are therefore typically included in the supply contract charges that you pay.

3.2 I CONSULTANCY NE will only earn a commission if it is successful in brokering a utility supply contract on the customer's behalf

**3.3** in order to calculate the estimated total commission you need to take the uplift and multiply by number of units.

3.4 I CONSULTANCY NE will disclose to the customer, on request, the estimated amount of commission at the point of contracts being agreed. You are then entitled to request commission amount any time after the contract has gone live.

3.5 I CONSULTANCY NE will remain entitled to collect commission under your utility supply contract until the agreed contract end date, despite the expiry or withdrawal of your services with I CONSULTANCY NE.

3.6 the customer will not pay I CONSULTANCY NE any additional fees on top of commission built into supply contracts unless there have been prior alternative commercial agreements made between I CONSULTANCY NE and the customer.

3.7 The utility contract supplier shall pay any commissions direct to I CONSULTANCY NE. Entering a supply contract brokered by I CONSULTANCY NE hereby confirms that you, the customer, is aware that commission is payable direct to I CONSULTANCY NE and waives any rights you may have to challenge such commissions now or in the future.

## 4. Customer Obligations

4.1 The customer will reimburse I CONSULTANCY NE on written demand any loss or costs sustained by I CONSULTANCY NE arising directly from the customer default.

4.2 If the customer uses I CONSULTANCY NE's services to obtain a utility supply contract, which then fails to go live, or is cancelled, terminated or otherwise transferred away from the customer or utility supplier, or the customer chooses not to proceed with the utility supply contract for any reason, then I CONSULTANCY NE are entitled to charge the customer a fee up to the total value of the utility contract commission to I CONSULTANCY NE.

4.3 The Customer agrees that I Consultancy NE is not liable in any way for or in relation to any transaction, dealing or arrangements of any kind made between the Customer and a Supplier. Any transactions or dealing are at the Customer's sole risk and responsibility.

## 5. Limitations of Liability

**The customer's attention is particularly drawn to this clause**

5.1 Nothing in these Terms shall limit or exclude I CONSULTANCY NE's liability for:

- **5.1.1** – death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- **5.1.2** – fraud or fraudulent misrepresentation; or
- **5.1.3** – breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)

**5.2 Subject to clause 5.1:**

- 5.2.1 - I CONSULTANCY NE shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms or the supply of the Services by I CONSULTANCY NE;
- 5.2.2 - I CONSULTANCY NE's total liability to the Customer in respect of all other losses arising under or in connection with these Terms or the supply of the Services to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5000.

- **5.2.3** – breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)

5.3 I CONSULTANCY NE will take reasonable care and skill in the provision of Services. The Services are, however, dependent upon third parties, including Suppliers and Existing Suppliers. I CONSULTANCY NE is, therefore, unable to guarantee any time for completion of the Services or to accept I CONSULTANCY NE.

## 6. Data Protection

6.1 I CONSULTANCY NE do not anticipate receiving any personal data, as defined in the Data Protection Legislation, from the customer pursuant to this agreement, other than contact details of the relevant personnel who are responsible for dealing with utilities, which I CONSULTANCY NE shall process as a separate controller.

6.2 the customer agrees that I CONSULTANCY NE may share contact details of relevant person with the utility supplier.

6.3 Each party shall comply with the obligations imposed on a controller under the Data Protection Legislation. The parties acknowledge that for the purposes of Data Protection Legislation, the customer is the controller and I CONSULTANCY NE are the processor.

## 7. Complaints

**7.1** Customers can submit a complaint using one of the following methods:

- 7.1.1 Via the contact form on the I CONSULTANCY NE website ()
- **7.1.2** Via email, by emailing the complaint to [complaints@iconsultenergy.co.uk](mailto:complaints@iconsultenergy.co.uk)

- 7.2 I CONSULTANCY NE will contact you, the customer, within 3 working days to acknowledge receipt of the complaint. We will then investigate and try to resolve the complaint. Where possible, we aim to do this in 10 working days.

**7.3** If you, the customer, does not find our outcome satisfactory, you will need to appeal our resolution within 28 days of our response. You will need to do this in writing stating your reasons for the appeal and requesting us to re-evaluate. This will then be passed to a member of the leadership team to investigate.

**7.4** Within 8 weeks, from when you first raised the complaint, we will send you, the customer, a deadlock letter. This will contain our final offer and proposed resolution.

**7.5** If you still feel our response is unreasonable and would like to take the complaint further, you can use Ombudsman services. They are an impartial organization which will handle the complaint without bias. This service is free for customers.

If you wish to escalate your complaint to the Ombudsman services you can use the following contact details.

- **By Telephone:** 0330 440 1624
- **By Post:** Ombudsman Services: Energy, P.O. Box 966, Warrington, WA4 9DF
- **By Email:** [enquiry@ombudsman-services.org](mailto:enquiry@ombudsman-services.org)

#### 8. Governing Law & Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.