

AT ENERGY

GLOBAL COMMERCIAL UTILITY SPECIALISTS

TERMS AND CONDITIONS OF SERVICE

Version 4

This document provides you with the terms and conditions of using the services of AT Energy UK. By entering into an energy supply contract that AT Energy UK has sourced and provided you, you are acknowledging and agreeing to these terms of service.

If you have any questions or queries regarding this, please contact us before agreeing an energy supply plan. You can also visit our website which holds an abundance of information about us, our approach to utilities and our processes.

Contact Us...

 0330 135 8528  contactus@atenergyuk.com  www.atenergyuk.com

 Southbridge House, Southbridge Place, Croydon, Surrey, CR0 4HA

Our terms and conditions of service are to provide the customer (you) with an understanding of the level of service to expect from AT Energy (us) following the undertaking of our procurement and/or contract management services.

Our Services

Our services are broken down into two categories: Primary Services and Supplementary Services. Primary Services are services relating to the tendering and procurement of your energy supply. Supplementary Services are services related to post contract live services for the energy supply.

Our Commitment To You | Primary Services

By signing a letter of authority, you are confirming your acknowledgement and acceptance of the below. We will provide all the applicable services listed on said letter of authority, these include by are not limited to:

Level 1 Services

- **Request & receive current/historical account information including: - Consumption history, supply numbers, pricing details, plan & contract end dates**
We have the permission to contact the current supplier to establish any items needed to tender your supply including but not limited to your current plan information and your supply specifics. We are not permitted to obtain your payment information.
- **Issue termination notice with regard to existing/new supply contracts on my behalf**
We are permitted to issue a termination notice to the current electricity, gas and/or water supplier to log intent on the account that once the current plan ends, the supply is free to leave to a new supplier. This also prevents autorenewal if this is applicable. We only issue a termination notice in two instances: you have agreed a plan via us and we need to issue this notice to ensure this plan takes effect or you have requested us to do so.
- **Obtain information from third party industry databases e.g. metering details**
We have permission to contact the electricity, gas and/or water network operators to establish any items needed to tender your supply including but not limited to your current consumption information and your supply specifics (e.g. current supplier, measurement class etc.).
- **Supplier or TPI to be able to contact current supplier to resolve objections/rejections regarding my transfer**
Providing you have agreed a new plan via us, we have permission to contact the current supplier should they object to the transfer of a new plan agreed via us.
- **Request & negotiate prices on my behalf**
We have permission to contact all pertinent suppliers to request and obtain contract prices for the requested supply. We have permission to generate and submit energy supply contracts with your permission. We do not "sign on behalf of" or accept verbal agreements, all paperwork must be completed by you either by e-Signing (Adobe Sign and/or DocuSign) or traditional ink signing. We have permission to contact an external credit checking company (Experian) if it becomes necessary to credit check your business to establish if a supplier will extend a contract.

Level 2 Services

Please note, if you do not agree to level 2 services, we cannot carry out any of the items listed in this section

All items in level 1 services as well as:

- **Request & receive billing information (Including payment terms & balance information)**
We have permission to request and access the billing history of your current electricity, gas and water accounts including confirming what method you choose to pay by and any the status of the account. We are not permitted to cancel your direct debit instruction but can issue a new mandate to a supplier providing it has been authorised and signed by you.
- **Automatically receive a copy of my bill**
Request and receive copy invoices for the supply both from the current supplier and historic suppliers, if for example a billing query would require further historical information.
- **Authorise any adjustments, refunds or billing on my behalf**
We have the authority to authorise any adjustments, refund and billing queries on your account. All refunds can only be returned to you via the original payment method. This includes VAT declarations for reclaiming and/or adjusting the rate of VAT paid for qualifying business and requesting rebates for overcharged levies.
- **Raise & deal with complaints on my behalf to a satisfactory resolution**
We are authorised to raise complaints with suppliers and handle these on your behalf. This includes raising complaints on your behalf with The Energy Ombudsman. Prior confirmation is required from you before we can proceed with this.
- **Access to energy intelligence & visualisation platform (including view bill) – Corporate customers only**
Access online billing and statistical software(s) available in order to provide you with reporting functions. This is for smart supplies and corporate customers only.

You will receive a dedicated account manager for all primary services and a contingency account manager will be available for times when your usual account manager is on leave/unavailable.

Our Remuneration

Our costs are paid to us by any successful supplier, we do not directly charge you for any primary service, but the cost will be included in any rates you agree. Our remuneration can be made up from one of two things; Either we will receive a fixed fee from the successful supplier who wins your business, or we will receive a commission (uplift) based on the amount of energy you use which is included in the contracted rates (unit rates and/or standing charge). Any price you agree will include our remuneration and if we are not successful in securing you a contract with one of the suppliers we have tendered with, we receive no fee. Our commission is listed for all microbusinesses on the quotation you receive and any acceptance documentation/principal terms from the elected supplier.

Our Commitment To You | Supplementary Services

Supplementary services are post-live services that are not listed on the standard letter of authority but may still be of interest to your business. These include but are not limited to; energy consumption reports, customer multi-site reporting, billing validation, siteworks, metering installation, upgrading, de-energisation and industry code advice and reporting.

Remuneration for secondary services is on a case-by-case basis and is dependent on the work involved and the bespoke request(s) from the business. The cost of these services may be covered within primary services, or an additional charge may be required. Further information is available from your account manager, if required.

Our Commitment To You | Service Level Agreement

One of the many benefits of using a third-party intermediary is the personal service you receive and our service level agreement reflects this.

Energy Procurement

We aim to have a custom tender with you within one working day. If your supply requires a specialist tender, we aim to have this with you in five working days and we will strive to return to you sooner.

Energy Management Queries

We aim to respond to all queries within one working day. Resolution of queries is wholly dependent on supplier turnaround, and this varies greatly with each supplier. This will be fully managed by the query management team.

Your Rights

You have the right to complain

By allowing AT Energy to negotiate the energy supply contracts for your business, you have placed your trust in the services we provide, and we have in turn made a commitment to you. If you feel that you have not received the service that you expected, we would very much like to hear from you.

To make a complaint, please follow the steps listed:

Stage 1: Contact Us With Your Complaint

You can contact us in one of the following ways:

Call Us	0330 135 8528
Email us	contactus@atenergyuk.com
Write to us	AT Energy, Southbridge House, Southbridge Place, Croydon, Surrey, CR0 4HA

Our energy advisors are available on the telephone from 9am to 5pm, Monday to Friday (we are not open on public holidays).

Your complaint will be logged, and you will receive written confirmation of this, including your unique complaint reference via email (or post if preferred) within 5 working days (10 working days for post). We anticipate that most issues can be handled at this stage by one of our energy advisors but if this is not the case and your complaint is not resolved within 10 working days, you will automatically be referred to stage 2. You are welcome to refer to stage 2 at any time if you are dissatisfied with the progress of stage 1.

Stage 2: Internal Review by the Managing Director

It can sometimes take a little longer to handle your complaint. If your complaint has not been settled within 10 working days or if at any time you are unsatisfied with how your complaint is being handled, it will be passed to the Managing Director for a full, internal review. You can contact the managing director using one of the following methods:

Call	0330 135 8528
Email	md@atenergyuk.com
Write	The Managing Director, AT Energy, Southbridge House, Southbridge Place, Croydon, Surrey, CR0 4HA

Once our full investigation of your complaint is complete, we will let you know what will happen next - whether it is us saying we are sorry, fixing a problem, making a goodwill gesture or providing compensation. If you are unhappy with this and/or would like further options, please refer to Stage 3.

Stage 3: Alternative Dispute Resolution

Our aim is to always have your complaint remedied within one working day of receiving it, but sometimes it can take a little longer.

If we have not been able to sort your complaint within 8 weeks, or if we have been unable to provide you with a way forward that you agree to, we call this "deadlock". In these instances, you have the right to free, alternative dispute resolution service from The Energy Ombudsman.

The Energy Ombudsman is a not-for-profit organisation that assists businesses with disputes between energy suppliers, energy brokers and their customers. This service is free to use, and the Ombudsman is completely impartial - they do not take sides and they make informed decisions based on the evidence and information they have been provided.

You are not obliged to accept the Ombudsman's decision either, but if you do, we are obliged to accept their decision and we will act on exactly what they say. That could mean providing you with an apology, remedying a problem or paying compensation.

You can contact the Ombudsman using one of the following methods:

Call	0330 440 1624
Email	enquiry@ombudsman-services.org
Write	Ombudsman Services; Energy, PO Box 966, Warrington, WA4 9DF
Web	https://www.ombudsman-services.org

Additional Information

If your complaint relates to an energy supply contract or a specific supplier, you can also contact the supplier it is related to. Contact details are usually on any literature we provide regarding that supplier or contact one of our energy advisors and we provide the contact details for you. You can also find your suppliers contact information on an invoice, on literature they made send you and/or on their website.

All complaints are handled with care, sensitivity and confidentiality. If you have any questions regarding our complaints handling procedure or wish to discuss anything further, please contact us and one of our team will be happy to help.

Please visit www.atenergyuk.com/complaints for our full downloadable complaints handling procedure. You can also contact your account manager or email contactus@atenergyuk.com with the full nature of your complaint and one of our team will contact you within two working days and can provide a copy of this document.

You have the right to know how your data is stored and what we use it for

Under the General Data Protection Regulation (GDPR), your rights are as follows:

- the right to be informed;
- the right of access;
- the right to rectification;
- the right to erasure;
- the right to restrict processing;
- the right to data portability;
- the right to object; and
- the right not to be subject to automated decision-making including profiling.

AT Energy (UK) Limited is a limited company incorporated in England and Wales with the registration number 07473506. AT Energy (UK) Limited is the *processor* and you are the *controller* under the General Data Protection Regulation. We will only collect information from you that is relevant to the matter that we are dealing with.

We may collect the following information from you which is defined as *personal data*:

- Personal details (full name, address, date of birth etc.)
- Business activities, job titles, email addresses
- Payment information, if required
- Supply specifics (supply number, meter serial number etc.)

We will use your information for the provision of the services required. The only instances when we will share your data is:

- If legitimately requested by your current energy supplier(s)
- If legitimately requested by Meter Operators and Data Collectors for the arrangement of metering upgrades, installations or meter readings
- If we are legally required to.

We will keep your personal information for the period your company is in contract and then for a further period of 6 years in line with our data retention policy. We do not share or sell data for marketing purposes. All data is securely stored in line with GDPR.

You have the right to request all data we hold pertaining to you. This request needs to be in writing to either admin@atenergyuk.com or Data Controller, AT Energy, Southbridge House, Southbridge Place, Croydon, Surrey, CR0 4HA. There is an admin fee of £5 plus VAT to facilitate this request.

You have the right to complain to the Information Commissioner's Office if you feel there is a problem with the way we handle/have handled your data. This can be done via their website <https://ico.org.uk/global/contact-us/> or by calling 0303 123 1113. AT Energy (UK) Limited is registered with the Information Commissioner's Office, with the registration identification Z3198600.

You have the right to be compensated for an established and accepted error

If it is established and accepted via a thorough investigation that we have made an error through either negligence, a breach of statutory duty or otherwise, we will compensate the customer up to a maximum of 5% (plus VAT) of the annual contract value. Advice, recommendations and/or opinions provided by any employee of AT Energy do not constitute errors when not working in the customers favour commercially and/or financially. All advice and recommendations are a guide based on our previous experience and should not be used as the sole reason for making a decision. It is solely the customers responsibility to make a final decision based on their own due diligence. It is the customers responsibility to notify us if they intend to make a claim within 28 days that they were made aware of an error or 28 days from when it is reasonable to assume the customer should have been aware of an error. Any claim made after this date will not be considered. All claims are to be made in writing to admin@atenergyuk.com or The Managing Director, AT Energy, Southbridge House, Southbridge Place, Croydon, Surrey, CR0 4HA with a full detailed explanation for their claim. All claims are assessed on a case-by-case basis.

Customer (Your) Requirements

In order for us to provide you with the best possible service, it is advisable that all pertinent supplier correspondence is forwarded to us so we can keep an up-to-date account for your utilities and remedy any problems that may arise. This includes but is not limited to; renewal notifications, welcome letters, objection notifications et al. Whilst we may already receive some of these documents, it is better we have two copies of one document than no copies at all. These can be scanned/emailed/forwarded to your account manager or posted to us.

Once a contract is secured via us, your renewal is complete. Any deviation from this contract, or if inaccurate information is provided to us to secure this contract, it could result in financial penalties being applied by the new supplier for either not gaining your supply or for the losses they may incur by processing this inaccurate information. If you are ever in any doubt, please speak to the account management team before any action is taken.

Not adhering to the customer requirements will nullify any potential claim against us.