

Energy Terms & Conditions

Version 1.0 | Effective September 2026

Clifton Commercial Solutions Ltd (company number 17424150), whose registered office is The Old Chapel, 16 Oakfield Road, Clifton, Bristol, England, BS8 2AP, is referred to in these Terms as “Clifton Commercial”, “we”, “us” or “our”. The customer is referred to as the “Customer”, “you” or “your”.

Definitions

“Agreement” means the contractual relationship between Clifton Commercial and the Customer comprising these Terms, the applicable Letter of Authority and any specific written terms expressly agreed between us.

“Commission” means remuneration due to Clifton Commercial in connection with a Contract arranged through the Services, whether paid by the Supplier directly or through an aggregator or other commercial partner.

“Contract” means the energy supply contract entered into directly between the Customer and the Supplier.

“Customer Breach” means a material breach by the Customer of this Agreement which causes, or is reasonably likely to cause, direct loss to Clifton Commercial.

“Letter of Authority” or “LOA” means an authority signed or electronically accepted by the Customer authorising Clifton Commercial to obtain information and prices and to carry out the other activities stated in that authority.

“Services” means non-domestic electricity and/or gas brokerage, procurement and related support provided by Clifton Commercial.

“Supplier” means an energy supplier from which a quotation is obtained or with which the Customer chooses to enter a Contract.

“Working Day” means Monday to Friday other than a public holiday in England.

1. Supply of Services

1.1 The Agreement comes into effect when we receive a valid LOA from an authorised person for the Customer, provided the Customer was given these Terms or a clear opportunity to access them before signing or accepting the LOA.

1.2 Subject to the LOA, we may obtain account and meter information, gather and compare quotations, discuss available contract options, support the Customer through its chosen procurement and, where instructed after the Customer has selected a new Contract, give notice to an existing Supplier.

1.3 The Customer makes the final decision on any Contract. Once the Customer selects a specific Supplier offer and authorises us to proceed, we may accept it on the Customer’s behalf where permitted by the LOA and Supplier process.

1.4 We are an energy broker and not an energy supplier or whole-of-market price comparison service. We may obtain prices through aggregators, procurement platforms and direct Supplier relationships. We do not have access to every Supplier or product and do not guarantee the cheapest price or any particular saving.

1.5 In discussing suitable options we may consider price together with matters such as contract term and structure, Supplier service, credit requirements, payment method, environmental options and the Customer’s stated priorities.

2. Customer Obligations

The Customer agrees:

- (i) to co-operate reasonably with Clifton Commercial and provide information, documents and authority reasonably required for the Services;
- (ii) to ensure, to the best of its knowledge, that information supplied to us is complete, accurate and current, including relevant bills, meter identifiers, consumption, Supplier and contract details;
- (iii) to tell us promptly about any material change that may affect the Services or a proposed or existing Contract, including a move, change of tenancy, business sale, closure, meter change or conflicting contractual commitment;
- (iv) to review the Supplier’s principal terms and Contract documents, including legal entity, site, meter details, prices, standing charges, term, start date and termination or renewal provisions, before acceptance;
- (v) not knowingly to provide false or misleading information, enter a conflicting energy Contract for the same supply period, or intentionally interfere with Commission properly due in connection with a Contract arranged through our Services; and
- (vi) to comply with the terms of any Contract it chooses to enter with a Supplier.

3. Quotations, Energy Supply Contracts and Credit

3.1 Quotations may be time-limited and may be withdrawn, amended or repriced before valid acceptance because of market movements, credit decisions, revised data, site eligibility or other Supplier requirements.

3.2 Before the Customer enters a Contract through our Services, we will provide, or arrange for the Customer to receive, a written or electronic record of the principal commercial terms available to us, including the Supplier, prices and standing charges, term, proposed start date, material termination conditions, renewal terms and any early exit fees, together with the applicable Commission amount or calculation method. We will take reasonable steps to explain these points, answer reasonable questions and, so far as

reasonably practicable, check that the Customer understands them. This information may be provided by email, quote comparison, Supplier or aggregator documentation, or a combination of these.

3.3 Supplier acceptance may be subject to credit checks, security requirements, meter eligibility and other Supplier conditions. Clifton Commercial cannot guarantee acceptance or that a quoted price will remain available until the Supplier confirms acceptance.

3.4 The Contract is between the Customer and the Supplier. The Supplier is responsible for energy supply, billing, metering matters within its responsibility and performance of the Contract. We may assist the Customer in communicating with the Supplier but do not assume the Supplier's obligations.

4. Customer Breach, Suspension and Commission Loss

4.1 We may suspend or terminate the Services if the Customer commits a material breach and, where the breach can reasonably be remedied, does not remedy it within 14 Working Days after written notice. We may act immediately where continuing the Services would involve unlawful or fraudulent activity or create a material compliance risk.

4.2 If a Customer Breach directly causes Commission that would otherwise have been payable to Clifton Commercial to be withheld, clawed back or lost, Clifton Commercial may recover its reasonable direct loss from the Customer. Any amount claimed will be limited to the Commission actually lost as a result of that breach and will not include an automatic or minimum breach charge.

4.3 Before seeking payment we will provide reasonable details of the breach, the causal connection and the loss claimed. This clause is intended to compensate Clifton Commercial for actual direct loss and not to impose a penalty.

5. Change of Tenancy

5.1 The Customer should give Clifton Commercial at least 14 Working Days' written notice, where reasonably practicable, before permanently vacating premises supplied under a Contract arranged through us, and provide reasonable evidence of the genuine change of tenancy if requested.

5.2 Clifton Commercial will not charge the Customer merely because a genuine change of tenancy occurs and is properly notified. However, if the Customer deliberately misrepresents, conceals or fabricates a change of tenancy, or deliberately fails to notify us in order to interfere with Commission properly due, and that conduct directly causes Commission to be lost, clause 4 may apply to the resulting direct Commission loss.

6. Consequences of Termination and Renewals

6.1 Either party may end the ongoing brokerage appointment by written notice unless specific written terms provide otherwise. The Customer is free to use another broker, approach Suppliers directly or make its own arrangements for future procurements and renewals.

6.2 Ending the brokerage relationship does not cancel or vary a Contract already entered into and does not affect rights, liabilities or entitlement to Commission arising from Services performed before termination.

6.3 We may retain relevant contract-end information and contact the Customer before expiry to discuss renewal options, subject to applicable data protection and direct-marketing law and any marketing preferences or objections. No renewal or replacement Contract will be entered into by Clifton Commercial without a fresh decision and acceptance by the Customer.

7. Commission Payments to Clifton Commercial

The Customer's attention is drawn to this clause because it explains how Clifton Commercial is paid.

7.1 We do not charge a separate direct brokerage fee for our standard Services unless a separate fee is expressly agreed in writing in advance.

7.2 We are ordinarily paid Commission by the Supplier, directly or through an aggregator or commercial partner. Commission may be incorporated into the unit rate or standing charge and may be paid upfront, periodically or over the life of the Contract.

7.3 Before the Customer accepts a Contract through our Services, we will explain how our remuneration is calculated and disclose the applicable Commission amount or calculation method using information reasonably available to us. If the final amount depends on actual consumption or another variable, any total stated in advance may be an estimate.

7.4 Where Commission is expressed as an uplift to the unit rate, Clifton Commercial's Commission uplift will not exceed 3.00 pence per kWh. Where Commission is included through a standing charge, the pence-per-day amount and, where reasonably calculable, estimated total Commission will be disclosed before acceptance. Commission will be reasonable and proportionate to the Services provided.

7.5 Example: if annual consumption is 100,000 kWh, the disclosed Commission uplift is 0.70 pence per kWh and the Contract lasts three years, the estimated total Commission attributable to that uplift is £2,100 (100,000 x £0.007 x 3). If Commission is 50 pence per day for a two-year Contract, the estimated total is £365 (730 days x £0.50).

7.6 The Customer may ask us for further information about Commission relating to its procurement.

8. Limitation of Liability

The Customer's attention is drawn to this clause.

8.1 We will provide the Services with reasonable skill and care. We are not responsible for the acts or omissions of a Supplier, network operator, meter operator, aggregator or other independent third party except to the extent loss is directly caused by our own breach of contract or duty.

8.2 To the fullest extent permitted by law, Clifton Commercial is not liable for any indirect or consequential loss. This includes loss of profit, revenue, business, opportunity, contract or goodwill to the extent that such loss is indirect or consequential.

8.3 We are not responsible for loss caused by market movements, Supplier withdrawal or repricing before acceptance, Supplier credit decisions, inaccurate information supplied by the Customer or another party, or the Customer's failure to review Supplier documentation, except to the extent directly caused by our breach of contract or failure to exercise reasonable skill and care.

8.4 Nothing in these Terms excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

8.5 If the Customer believes it has a claim relating to the Services, it should notify us in writing as soon as reasonably practicable after becoming aware of the relevant circumstances, giving reasonable details and supporting information. Nothing in this clause removes a right that cannot lawfully be restricted.

9. Data Protection

9.1 Each party will comply with applicable UK data protection law. Clifton Commercial may process and share relevant business, contact, meter, consumption, billing and contract information with Suppliers, aggregators, quotation or procurement platforms and service providers where reasonably necessary to provide the Services. Further information is set out in our Privacy Notice.

10. Confidentiality

10.1 Each party will keep the other party's non-public confidential information confidential and use it only for purposes connected with the Agreement, except where disclosure is reasonably required to provide the Services, is made to professional advisers or service providers subject to appropriate duties, is authorised by the other party or is required by law.

10.2 Clifton Commercial will not use the Customer's name, logo, testimonial or relationship with us in advertising, case studies or promotional material without separate consent.

11. Notices and Communications

11.1 Routine communications may be made by email, telephone or post. Formal notices under the Agreement must be in writing and sent by email to the business email address most recently notified by the relevant party or by post to its registered office or principal business address. WhatsApp and other informal messaging services are not formal notice channels unless expressly agreed in writing.

11.2 LOAs and other approvals may be signed or accepted electronically where permitted by law and the relevant process.

12. Complaints and Dispute Resolution

12.1 Complaints are handled free of charge under Clifton Commercial's published Complaints Procedure. We will investigate complaints fairly and seek to resolve them promptly.

12.2 The parties should first use reasonable efforts to resolve any material dispute in good faith through our Complaints Procedure before commencing court proceedings.

12.3 Nothing in these Terms removes or restricts any statutory right that cannot lawfully be excluded or restricted.

13. General Matters

13.1 If any payment becomes properly due from the Customer to Clifton Commercial under this Agreement, it must be paid within 14 days of a valid written demand or invoice. Where applicable, VAT and statutory interest or recovery costs may be added in accordance with law.

13.2 Neither party is responsible for delay or failure caused by events outside its reasonable control, provided reasonable steps are taken to reduce the effect and resume performance. This does not excuse payment obligations already due.

13.3 The Contract governs the supply of energy; the LOA governs the authority granted to Clifton Commercial; and these Terms govern the brokerage relationship between Clifton Commercial and the Customer.

13.4 Clifton Commercial may use aggregators, contractors and service partners to provide the Services. We may transfer our rights and obligations, including Commission rights, as part of a genuine sale, reorganisation or transfer of our business or brokerage portfolio, provided the transfer is lawful and does not materially reduce the Customer's contractual rights. We will notify affected Customers where reasonably practicable. The Customer may not transfer the Agreement without our prior written consent, which will not be unreasonably withheld for a genuine business sale or reorganisation.

13.5 These Terms, the applicable LOA and any specific written terms expressly agreed between us form the entire agreement concerning the Services and supersede prior discussions or communications on the same subject. Any variation must be agreed in writing by both parties. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

13.6 If any provision is invalid or unenforceable, the remainder continues in force. A delay in exercising a right does not waive it. Unless expressly stated otherwise, no person who is not a party to the Agreement may enforce it under the Contracts (Rights of Third Parties) Act 1999.

13.7 The Agreement does not create a partnership, joint venture or agency relationship between the parties and, except for the limited authority expressly given in an LOA, neither party may bind the other.

13.8 These Terms and any non-contractual obligations arising from them are governed by the laws of England and Wales. Subject to any mandatory jurisdiction rules, the courts of England and Wales have jurisdiction.