

Terms and Conditions

Introduction

These Conditions apply to all Services provided by Power Solutions UK Limited or our authorised representatives or sub-contractors (us/our/we/Power Solutions) to the recipient of such supplies (you/your).

Your attention is particularly drawn to the provisions of Clause 6 (limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement: the agreement between the Customer and Power Solutions for the supply of Services in accordance with the LOA and these Conditions;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Commencement Date: will be the date on which the LOA is signed;

Conditions: these terms and conditions as amended from time to time in accordance with Clause 2.3;

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK, including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK);

Existing Contract: the contract which is binding between yourself and your energy supplier at the Commencement Date;

LOA: your signed LOA appointing Power Solutions to supply the Services;

Services: the services, including monitoring, providing quotations, recommending and advising and any other services we may supply as part of this Agreement including those expressly stated within the LOA.

2. Supply of Services

2.1 We shall use all reasonable endeavours to supply the Services to you in accordance with the LOA.

2.2 We shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.3 We reserve the right to amend the LOA and these Conditions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.

3. Termination of Existing Contract

3.1 If you intend to change your energy supplier notice of termination must be given to your current supplier. A new contract cannot be entered into with a new energy supplier whilst there is an Existing Contract with another energy supplier.

3.2 If authorised to do so by the LOA we will take reasonable steps to give notice to terminate your Existing Contract.

3.3 We cannot attempt to issue termination of your Existing Contract on your behalf without a valid LOA.

3.4 If you have opted out of giving authority to us to terminate then you accept full responsibility for terminating your Existing Contract.

3.5 Failure to terminate your Existing Contract may result in a contract extension and an increased price change by your current supplier. We will not be liable for any direct or indirect loss, cost, damage or expense that may occur from a failure to terminate your Existing Contract.

4. Your obligations

4.1 You shall:

4.1.1. ensure that any information you provide is complete and accurate;

4.1.2. co-operate with us in all matters relating to the Services; and

4.2 if you elect to terminate your Existing Contract yourself it is your sole responsibility to notify your current supplier of your intention to go to tender to all suppliers and terminate should you proceed with a new supplier.

5. Data protection and data processing

5.1 We each will comply with all applicable requirements of the Data Protection Legislation. This Clause 5 is in addition to, and does not relieve, remove or replace, either of our obligations under Data Protection Legislation.

5.2 You acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and the Power Solutions is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

5.3 Without prejudice to the generality of Clause 5.1, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to us for the duration and purposes of the Agreement.

5.4 We may collect Personal Data from our correspondences with you for the purpose of providing you with the Services and/or for identification purposes. If Personal Data is needed to meet legal obligations after the Agreement has expired then this will be kept for a period of 6 years. After 6 years any Personal Data not needed will be deleted.

5.5 We may on occasions pass your Personal Data to third parties exclusively to process work on our behalf. We require all third parties to process this data based on our instructions and requirements consistent with this Clause 5 and the Data Protection Legislation. We will not pass on any Personal Data gained under the Agreement without your consent.

5.6 We may be required to disclose your Personal Data in order to comply with legal requirements.

6. Limitation of liability

6.1 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation.

6.2 Subject to Clause 6.1 and Clause 6.3, Power Solution's total liability to you shall not exceed £1,000,000. The total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising in connection with the provision of the Services.

6.3 Subject to Clause 6.1, Power Solutions shall not be liable to you for any of the following:

- (i) Loss of profits
- (ii) Loss of sales or business
- (iii) Loss of agreements or contracts
- (iv) Loss of anticipated savings
- (v) Loss of use or corruption of software, data or information
- (vi) Loss of or damage to goodwill
- (vii) Indirect or consequential loss

6.4 Except as is set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

6.5 This Clause 6 shall continue to have full effect following the expiry or termination of the Agreement.

7. Sub-Contracting

7.1 Power Solutions shall have the right to subcontract any of our obligations under the Agreement but Power Solutions shall remain liable for the performance of the Services subject to the terms of these Conditions.

8. Governing law

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the provision of Services to you by Power Solutions.