**Fidelity Energy Customer Terms – Example – Section 10 Subsection 5**

**Terms and Conditions**

In this document you will find the detailed terms and conditions of service (Terms) for Fidelity Energy Limited (FIDELITY ENERGY, we or us).

For your benefit and ease of use, we have set out below the principal Terms which come into effect once a customer uses the Services (each as further defined below).

1. The circumstances under which FIDELITY ENERGY will compensate Customers for any loss occurring as a result of an act or omission made by FIDELITY ENERGY in carrying out any of its Services. FOR LIMITATIONS OF LIABILITY SEE CLAUSE [9](#_bookmark3) BELOW.
2. The Services are free of any charges payable by the Customer except when a Customer engages FIDELITY ENERGY to provide the Switching Service and/or the Price Comparison Service and subsequently decides not to continue with the transfer after having signed a Supply Contract. See clause [6.3](#_bookmark2) for more information. Otherwise any charges in relation to the Services are paid by the Suppliers to FIDELITY ENERGY as more fully detailed in clause [6.2](#_bookmark1) below.

If you have any specific questions in relation to our Terms, our Customer Service team will be more than happy to help. In the event of any complaints we will investigate the situation and set about putting it right as quickly as we can, if we can. You can view the full complaints procedure online at https://fidelity-energy.co.uk/customer-service/ or by calling us on 08000 484800.

If you are not satisfied with our response to your complaint you may be able to continue your complaint by contacting the Ombudsman service if it relates to energy services as set out here - https://[www.ombudsman-services.org/energy.html.](http://www.ombudsman-services.org/energy.html) If your complaint is regarding a Supplier from which you have obtained a Service and with which we put you in touch, then you should address your complaint directly with that Supplier. You can formally raise your complaint about our services online through the European Commission's Online Dispute Resolution Portal at: https://webgate.ec.europa.eu/odr.

**TERMS AND CONDITIONS OF SERVICE**

These Terms govern the use by the Customer of any of the Services that FIDELITY ENERGY agrees to provide to the Customer from time to time, whether via https://fidelity-energy.co.uk/ or [www.switchyourenergy.com](http://www.switchyourenergy.com/) (Site), the Call Centre or otherwise. Please read these Terms carefully before accepting these Terms and using the Services. By using the Services you signify that you have read, understand and agree to be bound by these Terms as well as the terms and conditions set out in our Privacy Policy at https://fidelity-energy.co.uk/privacy-policy/ and the Site Terms of Use [https://fidelity-energy.co.uk/termsandconditions/.](https://fidelity-energy.co.uk/termsandconditions/) If you do not agree to these Terms, the Privacy Policy and the Site Terms of Use, do not use the Services.

1. **Definitions**

The following definitions apply to these Terms:

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| Call Centre | means the call centre operated by FIDELITY ENERGY for the purposes of providing the Services. |
| Contract Cancellation Fee | has the meaning set out in clause [6.3](#_bookmark2). |
| Contract Checking Service | means the contract checking service that FIDELITY ENERGY agrees to provide to the Customer whereby FIDELITY ENERGY obtains, at the Customer’s request, information about the Customer’s existing |

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|  | contractual position with the Customer’s Existing  Supplier. |
| Credit Score Criteria | means the credit rating requirements as may be determined and required by FIDELITY ENERGY and/or the Supplier from time to time in order for a Customer to qualify to use the Services and contract with a Supplier. |
| Customer | means any non-domestic commercial customer who satisfies the eligibility requirements set out in clause [3.2](#_bookmark0) and to whom FIDELITY ENERGY agrees to supply any of the Services from time to time. |
| Existing Supplier | means the Customer’s existing third-party energy/utilities supplier. |
| Intellectual Property Rights | means any and all intellectual property rights, including without limitation; copyright, patents, rights in inventions, design rights, trademarks, service marks (in each case whether registered, unregistered or the subject of an application to register), moral rights, database rights, rights in computer programs, confidential information, trade secrets, know-how, business, trade and domain names, rights in goodwill and rights to bring a claim for passing off, unfair competition rights and all similar, like and analogous rights wherever held in the world and all extensions revivals and reversions thereof and, in each case, all equivalent forms of protection which subsist now or which subsist in the future. |
| Letter of Authority | means a letter that the Customer will sign authorising FIDELITY ENERGY to contact and liaise with the Customer’s Existing Supplier, as may be required in the course of FIDELITY ENERGY providing the Services. |
| Fidelity Energy Limited | registered in England and Wales with company number 09258334 and registered office address at C/O Teacher Stern LLP, 37-41 Bedford Row, London, WC1R 4JH. |
| Price Comparison Service | means the price comparison service that FIDELITY ENERGY agrees to provide to the Customer whereby the Customer is provided with free information on Suppliers’ prices in relation to the services and products offered by the Suppliers, as is more particularly set out in the complaints procedure at https://fidelity-energy.co.uk/customer-service/. |
| Quotation | means a quotation provided to the Customer by FIDELITY ENERGY on behalf a Supplier which sets out the terms and prices upon which a Supplier may |

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|  | be prepared to supply the Supplier Services to the Customer. |
| Services | the services provided by FIDELITY ENERGY whether via the Site, the Call Centre or otherwise, to which the Customer chooses to subscribe from time to time, which shall include the Price Comparison Service, Switch Once Switch Forever, the Switching Service and the Contract Checking Service. |
| Site | means the website [www.fidelity-energy.co.uk](http://www.fidelity-energy.co.uk/) or [www.switchyourenergy.com](http://www.switchyourenergy.com/) |
| Supplier | means any third-party energy/utilities supplier of services and/or products as may be selected by FIDELITY ENERGY and/or listed on the Site from time to time. |
| Supplier Services | means the energy/utilities supply services and/or products as may be agreed to be provided by a Supplier to a Customer from time to time. |
| Supply Contracts | means contracts with energy Suppliers for the supply of electricity and/or gas. |
| Supply Number | means electricity or gas meter points with administration or reference numbers. |
| Switch Once Switch Forever | means the renewal service that FIDELITY ENERGY provides to the Customer whereby the Customer appoint FIDELITY ENERGY as its exclusive agent with authority to negotiate, secure and enter into on behalf of the Customer new Supply Contracts and to terminate any existing Supply Contracts relating to each separate Supply Number during the term applicable to any such Supply Number. |
| Switching Service | means the switching service that FIDELITY ENERGY agrees to provide to the Customer whereby FIDELITY ENERGY agrees to either facilitate the switching of the Customer to the Supplier or to assist in the renegotiation of the Customer’s arrangements with its Existing Supplier; in each case if the Customer has accepted a Supplier’s Quotation presented to it as part of the Price Comparison Service. |

1. **Application of Terms**
   1. Subject to clause 2.2 below, these Terms shall apply to the provision of any Service by FIDELITY ENERGY to a Customer and shall apply in place of, prevail over and supersede any other terms or conditions contained or referred to elsewhere (whether in correspondence or otherwise) or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by FIDELITY ENERGY or a FIDELITY ENERGY authorised representative.
   2. From time to time FIDELITY ENERGY may supplement these Terms with additional terms relevant to the provision of certain Services. These additional terms may be placed on the Site and/or sent to you and you agree that any such additional terms are hereby incorporated into these Terms.
2. **Subscribing to the Services**
   1. In order to use any of the Services, the Customer will need to register with FIDELITY ENERGY via the Call Centre or the Site. FIDELITY ENERGY may, in their sole discretion, refuse to register any business as a Customer.
   2. In order to be eligible to register to use the Services, the Customer must:
      1. be a business that is resident in the UK;
      2. be aged 18 years or over (if a sole trader);
      3. meet any Credit Score Criteria required by FIDELITY ENERGY and/or any Supplier; and
      4. be able to provide FIDELITY ENERGY with all such relevant information as FIDELITY ENERGY may require in order to provide the relevant Services to the Customer.
3. **Provision of Services** Price Comparison Service
   1. If the Customer opts for and FIDELITY ENERGY agrees to provide the Price Comparison Service, FIDELITY ENERGY will use its reasonable endeavours to negotiate and secure competitive pricing on behalf of the Customer and will provide the Customer with any relevant Quotations obtained by the Suppliers for consideration by the Customer. FIDELITY ENERGY and the Supplier reserve the right to revise, amend or withdraw any Quotation at any time upon informing the Customer.
   2. The provision of any Quotation by a Supplier via FIDELITY ENERGY does not constitute an offer to the Customer and the terms of a Quotation and duration for which any Quotation will be valid will vary depending on the Supplier. The Customer’s acceptance of a Quotation constitutes a non-revocable offer by the Customer to engage the Supplier to provide the Supplier Services and once such an offer has been made by the Customer, the Customer shall be committed to such offer and shall not be entitled to revoke the offer.
   3. All offers made by the Customer shall be subject at all times to the Supplier’s acceptance and the Supplier shall be entitled at any time to refuse to accept a Customer’s offer for any reason at the Supplier’s sole discretion. No offer placed by the Customer shall be accepted by the Supplier other than:
      1. by a written acknowledgement issued and executed by the Supplier; or
      2. (if earlier) by the Supplier starting to provide any of the Services.

Switch Once Switch Forever

* 1. If the Customer opts for and FIDELITY ENERGY agrees to provide the Switch Once Switch Forever service, FIDELITY ENERGY will use reasonable endeavours to secure a new Supply Contract relating to the Customer’s provided Supply Numbers at the best rates

available for the Customer’s pre-selected criteria as set out in a separate Switch Once Switch Forever services contract and for which the Customer is then eligible from Energy Suppliers featured in the FIDELITY ENERGY supplier panel listed on [https://fidelity-](https://fidelity-energy.co.uk/services/) [energy.co.uk/services/](https://fidelity-energy.co.uk/services/).

* 1. Switch Once Switch Forever will commence on the date the Customer signs a copy of the Switch Once Switch Forever services contract and end on the date on which either the Customer or FIDELITY ENERGY terminates the Switch Once Switch Forever services in accordance with the directions on the Switch Once Switch Forever services contract.
  2. By signing the Switch Once Switch Forever services contract the Customer agrees to the terms of that contract which shall also be deemed to incorporate these general FIDELITY ENERGY Terms and Conditions of Service. In the event of any conflict between the terms of the Switch Once Switch Forever services contract and these general Terms, the terms of the Switch Once Switch Forever services contract shall prevail.
  3. In order for FIDELITY ENERGY to provide the Switch Once Switch Forever service the Customer appoints FIDELITY ENERGY to act as its exclusive agent only in relation to the negotiation and execution of a new Supply Contract to come into effect following the expiration or early termination of the then existing Supply Contract. Save as expressly set out in this clause 4.7 FIDELITY ENERGY shall not have any other authority as the Customer’s agent.
  4. FIDELITY ENERGY will select the most suitable start date for the Customer of the Supply Contract which will be confirmed to the Customer when signing (Switch Once Switch Forever Date).
  5. The Customer has the right to terminate the Switch Once Switch Forever services by following the directions in the Switch Once Switch Forever services contract, and FIDELITY ENERGY will take no action on the next Switch Once Switch Forever Date for any Supply Number(s) in respect of which the Switch Once Switch Forever services have been terminated.
  6. FIDELITY ENERGY will provide the Customer with updates at appropriate times to their designated email account detailing the status of the Supply Contracts, the Switch Once Switch Forever Dates for each Supply Contract, and a reminder of how to revoke the Switch Once Switch Forever services contract with FIDELITY ENERGY.
  7. When negotiating and executing a new Supply Contract under the Switch Once Switch Forever services FIDELITY ENERGY shall have regard to the preferences selected by the Customer on the FIDELITY ENERGY portal from time to time.
  8. The Customer undertakes to inform FIDELITY ENERGY promptly, and not less than 5 working days prior to any relevant Switch Once Switch Forever Date of the following:
     1. A change of tenancy (COT) of the Customer;
     2. Any significant increase or decrease of electricity or gas requirements at the Customer’s

premises;

* + 1. If the Customer’s business changes hands or another party assumes financial

responsibility;

* + 1. If the Customer’s designated email address changes; and
    2. If the Customer’s business ceases trading or enters into any form of insolvency procedure. Any changes should be sent to FIDELITY ENERGY via email partners@fidelity- energy.co.uk or to our address.
  1. In the event that a new Supply Contract does not go live for any unforeseen reason beyond FIDELITY ENERGY’s control, the applicable Supply Number will be removed from the Switch Once Switch Forever services contract, other Supply Numbers on the contract will not be affected.
  2. We may check your credit score before the Switch Once Switch Forever services contract starts, before the start of a pricing period and at other times during this contract.

Switching Service

* 1. If the Customer makes an offer based on a Quotation and if the Supplier accepts the Customer’s offer, FIDELITY ENERGY will provide the Switching Service which will include organising the contract between the Supplier and the Customer (Contract) for the supply and purchase of the Supplier Services. FIDELITY ENERGY shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to effecting any transfer.
  2. FIDELITY ENERGY will arrange the Contract based on the information provided by the Customer to FIDELITY ENERGY. Prior to completion of the Contract, the Customer’s information will be confirmed by FIDELITY ENERGY with the Customer by email, via the Call Centre or by letter. It is the Customer’s responsibility to ensure at this point that all the Customer information is true, accurate, complete, reliable and current in all respects and to inform FIDELITY ENERGY promptly if there are any errors and/or if any amendments are required. If any of the Customer information needs to be amended or rectified, this may result in the transfer being delayed or rejected by the Supplier.
  3. Once the Contract is in final form, FIDELITY ENERGY will send all the key terms of the Contract to the Customer. The Customer must check that all the details are correct and must inform FIDELITY ENERGY prior to signing the contract.
  4. The Customer agrees that within reasonable time and by no later than 15 days prior to the last day upon which notice to terminate the Contract can be served by the Customer, the Customer shall contact FIDELITY ENERGY so as to enable FIDELITY ENERGY to perform the Price Comparison Service again on behalf of the Customer. FIDELITY ENERGY shall also be entitled, but not obliged to, contact the Customer for the same purpose.
  5. The Customer acknowledges that by entering into a Contract with a Supplier, the Customer will be contracting directly with the Supplier and not with FIDELITY ENERGY. The Customer agrees that FIDELITY ENERGY is not liable in any way in relation to any transactions, dealings or arrangements of any kind made between the Customer and any Supplier and that any such transaction, dealing or arrangements (including, without limitation, any payment obligations of the Customer thereunder) are the Customer’s sole risk and responsibility.

Contract Checking Service

* 1. If the Customer opts for and FIDELITY ENERGY agrees to provide the Contract Checking Service, the Customer will be required to sign a Letter of Authority authorising FIDELITY ENERGY to contact and liaise directly with the Customer’s Existing Supplier and the Customer agrees to promptly provide to FIDELITY ENERGY all such information and

assistance as FIDELITY ENERGY may require in order to carry out the Contract Checking Service.

* 1. Upon receipt of a signed Letter of Authority FIDELITY ENERGY will send to the Customer’s Existing Supplier a questionnaire requesting details of the key terms of the Customer’s arrangements with the Existing Supplier, including the contract end date, notice period, termination process, current prices and details of the Customer’s consumption.
  2. Once FIDELITY ENERGY has received a response to the questionnaire from the Existing Supplier, FIDELITY ENERGY will use its reasonable endeavours to forward such response to the Customer. However, FIDELITY ENERGY shall not be responsible for any delay or failure by the Existing Supplier to respond to the questionnaire and/or to cooperate with FIDELITY ENERGY in relation to any request FIDELITY ENERGY may make whilst performing the Contract Checking Service.
  3. For the avoidance of doubt, FIDELITY ENERGY shall not be responsible for the provision of any Supplier Services.

1. **Customer's Obligations** 
   1. In addition to the Customer’s other obligations set out in these Terms, the Customer

warrants, represents and undertakes:

* + 1. to comply at all times with these Terms and any applicable terms and conditions imposed by a Supplier in relation to the supply of the Supplier Services;
    2. to co-operate with the Supplier(s) in all matters relating to the Services including, without limitation, providing all relevant information in a timely manner as the Supplier(s) and/or FIDELITY ENERGY may require from time to time and that all such Customer information will be true, accurate, complete, reliable and current in all respects;
    3. that any password, user details and/or account number allocated to or created by the Customer to enable the Customer to use the Services shall be kept confidential by the Customer at all times. FIDELITY ENERGY will be entitled to assume that any person using the Customer’s password, user details and/or account number is the Customer or someone doing so with the Customer’s permission. The Customer shall be responsible and liable for any actions of any person using the Customer’s password, user details and/or account number and shall immediately notify FIDELITY ENERGY of any unauthorised use of the same.
  1. In addition to the Customer’s other obligations set out in these Terms, the Customer

further warrants, represents and undertakes that, as soon as reasonably practicable prior to:

* + 1. any decision of the Company to cease actively trading, including without limitation any decision by the Customer to enter into any insolvency, liquidation or similar proceedings; or
    2. any decision by the Company to be dissolved or struck off; or
    3. any insolvency or liquidation proceedings being commenced against the Customer; or
    4. any action for striking off is commenced against the Customer,

the Customer will notify FIDELITY ENERGY of such proposed action or decision.

1. **Charges**
   1. FIDELITY ENERGY will provide the Services to the Customer in consideration of the remuneration being paid to in accordance with clause 6.2 below and clause [6.3](#_bookmark2)  below. FIDELITY ENERGY reserves the right to change the way it charges for any of the Services at any time in its sole discretion, upon reasonable notification to the Customer. If the Customer does not agree to such charges, the Customer shall be entitled to opt out of receiving the Services to which it had subscribed.
   2. FIDELITY ENERGY is remunerated by commission paid to it via the Supplier as a result of FIDELITY ENERGY securing and finalising the Supply Contract between the Customer and the Supplier. The Commission set by Fidelity Energy, is paid on each kWh of electricity or Gas procured for the Customer (on a pence to kWh basis), or by uplifting the daily standing charge. In this contract the commission uplift is 1p /kWh and £1.00 per day standing charge which is added to the Customer’s charges.

The total estimated commission over the period of the contract can be calculated as the unit rate uplift in p/kWh, multiplied by the annual consumption, multiplied by contract length, plus the daily standing charge uplift multiplied by the number of days in the contract. An estimated commission for this contract is £xx,xxx but will vary in accordance with changes in customer usage.

FIDELITY ENERGY receives payments from suppliers in a number of ways. Some suppliers pay us monthly in arrears over the life of the contract based on the usage of energy paid for by the customers. Other suppliers may pay us annually 80% of the years expected commission with a 20% true (against paid for usage) on month 13. Finally, some supplier will pay us up to 80% in advance of the contract start date for the entire duration of the contract, trued up to actual paid for usage at the end of the contract. How FIDELITY ENERGY is paid will not impact our decisions to recommend one supplier over another. These recommendations will only be made on the basis of what is most appropriate for the customer, the credit criteria of the customer and the level of service and support being offered by the suppliers to FIDELITY ENERGY and its customers.

* 1. Where FIDELITY ENERGY has provided its Price Comparison Service and/or the Switching Service and the Customer subsequently decides not to proceed with the Supplier, FIDELITY ENERGY shall be entitled to charge the Customer a Contract Cancellation Fee of whichever is the higher of either:
     1. £500 plus VAT; or
     2. an amount equal to the commission FIDELITY ENERGY would have been entitled to receive from the Supplier in relation to the Supply Contract which the Customer has elected not to proceed with.
  2. Any Contract Cancellation Fee payable under clause [6.3](#_bookmark2) shall be payable to FIDELITY ENERGY by no later than 30 days from the date of the invoice for the same.
  3. Without prejudice to FIDELITY ENERGY’s other rights and remedies, if the Customer fails to pay when due any amount payable by it under or in connection with these Terms, it shall forthwith on demand by FIDELITY ENERGY pay interest on the overdue amount from the due date until the date of actual payment (after as well as before judgment) at the rate of 8 per cent per annum or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, FIDELITY ENERGY reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

1. **Intellectual Property Rights**

The Customer agrees that any and all Intellectual Property Rights in or to the Services, any information and/or materials provided the Customer, the Site and any content therein (including, without limitation, the look and feel of the Site) shall remain owned by FIDELITY ENERGY and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of FIDELITY ENERGY’s (and/or its licensors’) Intellectual Property Rights.

1. **Termination**
   1. Without prejudice to the foregoing and any other rights and remedies that FIDELITY ENERGY may have, FIDELITY ENERGY shall be entitled to terminate or suspend the Services immediately upon written notice to the Customer in the event that:
      1. the Customer is in breach of any of the provisions of these Terms and that in the case of a breach capable of remedy, such breach shall not have been remedied within 7 days of the date of a written notice from FIDELITY ENERGY to the Customer specifying such breach;
      2. FIDELITY ENERGY suspects on reasonable grounds that the Customer may have committed or attempted to have committed any fraud against FIDELITY ENERGY and/or any Supplier; and
      3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
   2. The Customer hereby agrees to indemnify, keep indemnified, defend and hold FIDELITY ENERGY and its parent companies, subsidiaries, affiliates and each of their respective officers, directors, employees, owners, agents, suppliers, contractors, partners, information providers and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any of such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with any use by or conduct of the Customer in relation to any of the Services, any transactions, dealings or arrangements made with any third party as a result of using the Services or any breach of any of the provisions of these Terms or of any law or the rights of any third party.
2. **Limitation on Liability - THIS CLAUSE 9 SETS OUT FIDELITY ENERGY’S LIMITATIONS OF LIABILITY AND THE CUSTOMER’S ATTENTION IS PARTICUARLY DRAWN TO THIS CLAUSE**
   1. The restrictions and exclusions on liability in this clause [9](#_bookmark3) apply to every liability arising under or in connection with these Terms, the Services and/or the Site including but not limited to liability in contract, tort (including negligence and/or breach of fiduciary duty), misrepresentation, restitution or otherwise.
   2. Nothing in these Terms shall and FIDELITY ENERGY does not exclude or limit its liability (if any) in any way:
      1. for death or personal injury caused by FIDELITY ENERGY’s negligence;
      2. for fraud or fraudulent misrepresentation; or
      3. for any matter from which it is unlawful to exclude or attempt to exclude liability.
   3. Subject to this clause [9](#_bookmark3), if by any mistake, act or omission of FIDELITY ENERGY in the performance of the Services, the Customer suffers a direct financial loss as a result of such mistake, act or omission, FIDELITY ENERGY will compensate the Customer for such direct loss on the following basis:
      1. the Customer must submit any claim within 3 months of identifying the mistake, act or omission that has resulted in such direct loss and must follow FIDELITY ENERGY ’s claims process, as is more particularly set out in claims process; and
      2. FIDELITY ENERGY’s total liability for all losses of whatever nature suffered by the Customer as a result of such mistake, act or omission is strictly limited to the lesser of:
         1. the amount that the Customer would have saved but for FIDELITY ENERGY ’s

mistake, act or omission; or

* + - 1. the commission fee earned by FIDELITY ENERGY from the Supplier as a result of FIDELITY ENERGY securing and finalising the Contract between the Supplier and the Customer; or

(c) £500.

* 1. The following types of loss are wholly excluded by FIDELITY ENERGY:
     1. any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind;
     2. loss of profits;
     3. loss of sales or business;
     4. loss of agreements or contracts;
     5. loss of anticipated savings;
     6. loss of use or corruption of software, data or information;
     7. loss of or damage to goodwill or reputation;

in each case whether direct or indirect and even if FIDELITY ENERGY has been forewarned or is aware of the possibility of such loss or damage being incurred by the Customer.

* 1. FIDELITY ENERGY will exercise reasonable skill and care in providing the Services. However, the performance of the Services by FIDELITY ENERGY may be dependent upon third parties (including, without limitation, partners, Suppliers and Existing Suppliers) and FIDELITY ENERGY is not able to guarantee or accept any responsibility for any failure or delay caused by such third parties or for any inaccurate, incomplete or unreliable information provided to the Customer by such parties via FIDELITY ENERGY.
  2. FIDELITY ENERGY shall use its reasonable endeavours to ensure that all pricing information provided by FIDELITY ENERGY to the Customer as part of its Services is accurate, current and reliable in all material respects. However, save in respect of the foregoing, FIDELITY ENERGY does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purposes or legality of any information accessed as a result of the Customer’s use of the Services, the Site or the Call Centre or otherwise communicated by FIDELITY ENERGY to the Customer.
  3. Except as expressly provided in these Terms, the Services and the Site are provided on an “as is” basis without representation or warranty of any kind and to the fullest extent permissible pursuant to applicable law FIDELITY ENERGY disclaims all other conditions, representations, statements and warranties, either express or implied (whether by common law, custom, statute or otherwise).
  4. This clause 9 shall survive the termination or expiration of any Services from time to time.

1. **Data Protection**

The Customer acknowledges and agrees that details of the Customer’s name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Customer in accordance with FIDELITY ENERGY's https://fidelity-energy.co.uk/privacy-policy/ as is more particularly set out in our privacy policy. The Customer also grants FIDELITY ENERGY permission to investigate their supply details on the relevant industry databases (including but not limited to Transco, Xoserve, ECOES, Companies House, HRMC, The Charity Commission for England and Wales) in order to provide any quotation or facilitate any contract or transfer.

1. **Force Majeure**

FIDELITY ENERGY shall have no liability to the Customer if it is prevented from or delayed in performing any of its obligations in relation to the provision of any of the Services, or from carrying on its business, by acts, events, omissions or accidents beyond FIDELITY ENERGY’s reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of FIDELITY ENERGY or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, and FIDELITY ENERGY shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

1. **No Waiver**

Any failure or delay by FIDELITY ENERGY to enforce any of its rights under these Terms is not to be taken as or deemed to be a waiver of that or any other right unless FIDELITY ENERGY acknowledges and agrees to such a waiver in writing.

1. **Severability**

If any provision or part-provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

1. **No Agency**

In respect of the Switching Service, the Price Comparison Service and the Contract Checking Service, FIDELITY ENERGY is not intended to and is not deemed to be an agent of the Customer and holds no authority to bind the Customer or enter into any commitments for or on behalf of the Customer. The Customer confirms that it is acting on its own behalf when using the Switching Service, the Price Comparison Service and the Contract Checking Service.

1. **Third Party Rights**

Except as expressly provided in clause 8.2, the parties agree that the provisions of these Terms are personal to them and are not intended to confer any rights of enforcement on any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract or to any of its provisions, other than clause 8.2.

1. **Transfer of Rights and Obligations**
   1. These Terms are binding on the Customer and FIDELITY ENERGY and on each parties’

respective successors and assigns.

* 1. The Customer may charge or otherwise dispose of these Terms, or any of its rights or

obligations arising under them, without FIDELITY ENERGY’s prior written consent.

* 1. FIDELITY ENERGY may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of its rights or obligations arising under them.

1. **Entire Agreement**
   1. The warranties, exclusions and other express provisions of these Terms, the Privacy Policy and the Terms of Use set out the full extent of our obligations and liabilities concerning the subject matter and supersede any extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party acknowledges that in entering into the Terms it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms. Nothing in this clause shall limit or exclude any liability for fraud.
2. **Governing Law and Jurisdiction**

These Terms are governed by the laws of England and Wales and the parties each irrevocably agree to submit to the exclusive jurisdiction of the English Courts in relation to all disputes arising out of or in connection with the Terms and Services.

The Customer confirms that it has read and understood the above Terms and agrees to be bound by them

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Signed for and on behalf of the Customer

…………………………………………………………...

Full Name of Signatory for Customer

…………………………………………………………

Position

…………………………………………………………

Customer (Organisation)