

PRINCIPAL TERMS AND CONDITIONS



The following document explains the principal terms and conditions that relate to supplying your businesses utilities. A full set of your contract terms and conditions will be included within your welcome pack and are available to view online - [Business Terms and Conditions](#)

PRICES

The energy prices are fixed for the duration of the fixed price energy plan, (excluding pass through products) providing that you comply with the terms of the contract. All prices (excluding pre-payment plans) exclude VAT, Climate Change Levy and Green Deal.

The water prices are based on a Wholesale Cost Plus methodology. As such, all wholesale costs will change as of April 1st each year. The prices are regulated by Ofwat and may go up or down. All consumers within the relevant Wholesalers area of supply will be impacted in the same way by the change. Our Retail margin that we add to the Wholesale cost (the "Plus" part of the "Wholesale Cost Plus") will not change for the duration of your contract providing you continue to have a live energy contract with us.

The plan will start once your utility supply is live with us and will run for the length of the contract that you have chosen.

Further information on all products available is described in the Energy Plans and Tariffs is available to view on our online [Support](#)

VAT

There are two rates of VAT applicable to electricity and gas supplies used for business purposes; the standard rate and the reduced rate.

You will qualify for a reduced VAT rate if:

- Your business electricity demand is below an average of 33kWh per day or 1,000 kWh per month.
- Your business gas consumption is below an average of 145kWh per day or 4,397 kWh per month.

There are also two rates of VAT for water supply. The standard rate and a zero rate. You are liable for the standard rate if your business falls into the relevant Standard Industrial Classifications (SIC) code

Within your Welcome Pack you will receive a VAT Certificate which you will need to complete and return if the reduced VAT is applicable to your business. Until this certificate is received, Yü Energy will charge you the standard VAT amount. You must inform us of any changes in your circumstances which might affect any previous declaration of your liability for VAT.

PAYMENT TERMS

Payment will be made by direct debit, this will be paid one month in arrears and you will receive a monthly invoice to reflect this. The direct debit on your bank statement will show as Kensington Power Ltd. Yü Energy is the trading name of Kensington Power Limited. If you change your bank details, you should let us know as soon as possible.

This can be done via:

- Email: customercare@yuenergy.co.uk
- Phone: 0115 975 8258

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ENERGY

If payment terms are not met default charges may apply, information on default charges can be found within our full terms and conditions see section 9.

CREDIT CHECKING

We may check your credit status prior to offering any product or service to you and depending on your credit status we may ask for a security deposit. If at any time during the agreement your credit risk status deteriorates or your account with us becomes overdue due to non-payment of invoices we may terminate your agreement. For more information see section 8 of our terms and conditions.

MICROBUSINESSES AND NON-MICROBUSINESSES

A micro business customer is defined as a non-domestic consumer that meets one of the following criteria:

- Has fewer than 10 employees
- Has an annual turnover no greater than €2 million euros
- Uses no more than 100,000 kWh of electricity per year; or uses no more than 293,000 kWh of gas per year

If you do not fall within the criteria mentioned above, you will be considered a non-microbusiness customer.

MICROBUSINESSES CUSTOMERS AND WATER

Prior to the expiry of your contract we will send you an e-mail detailing our renewal terms and giving you the options for the end of your current plan, this e-mail will be sent out around 60 days before your contract ends. If we do not hear from you before your contract end date we will move you onto our Freedom price plan, our Freedom prices are variable and will be outlined in your renewal offer. You may submit 30 days written notice at any time to take effect on the expiry of the agreed contract period.

NON-MICROBUSINESSES CUSTOMERS AND WATER

Prior to the expiry of your contract we will send you an e-mail detailing our renewal terms and giving you the options for the end of your current plan, this e-mail will be sent out around 120 days before your contract ends. You are able to submit written termination notice between 120 and 90 days prior to your contract end date. If termination notice is submitted, you will be placed onto our Transition price plan from your contract end date until either the date you leave us or until you agree a new fixed price plan. If you do nothing you will be placed into a new fixed price contract for a further 12 months.

Further information on our renewal and termination process can be found in section 12 and 13 of our full terms and conditions.

VOLUME TOLERANCE CHARGE

If you consume more than 500,000KWh a year of electricity you will be considered a Corporate customer.

If you are a Corporate customer a volume tolerance charge will apply if your consumption deviates from that agreed at point of sale. The volume tolerance charge is described in section 10.3 of our full terms and conditions.

TERMINATION OF AGREEMENT

If we are unable to become the registered supplier through no fault of our own, you may be liable to pay us a sum of £350 excluding VAT or more which represents a reasonable pre-estimate of our actual losses (section 13.7 of our full terms and conditions).