

Sharenergy Standard Terms of Business

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1. Introductory

- 1.1. These Standard Terms of Business (“Terms”) set out the general terms under which we supply our services and apply to all engagements accepted by Shareenergy. All work carried out is subject to these Terms except where changes are expressly agreed in writing.
- 1.2. These terms should be read together with any separate quote or other agreement as to scope of works and form part of the contract between us (the “Contract”).

2. Contracting Parties

- 2.1. Your contract is with Shareenergy Co-operative Limited, which is referred to in these Terms as Shareenergy. Shareenergy Limited is a Registered Society registered in England and Wales under registration number 31237R
- 2.2. References to “we”, “us” or “our” in these Terms are references to **Shareenergy**.
- 2.3. There is no contract between you and any director, employee or consultant of Shareenergy. Any advice given or work done for you by a director, employee or consultant of Shareenergy is given or done by that person on behalf of Shareenergy and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.
- 2.4. The delivery of services by us will be undertaken by us or by subcontractors under the same terms unless otherwise agreed.

3. Professional Obligations

- 3.1. We will provide our professional services under the terms of the Contract with reasonable care and skill.
- 3.2. As specified in these Terms, we confirm that where you give us confidential information we shall at all times keep it confidential, except as instructed by you or required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to our engagement. You agree that it will be sufficient compliance with our duty of confidentiality for us to take such steps as we in good faith consider reasonable to preserve confidentiality both during and after termination of our engagement. We may subcontract or outsource work (with your permission) under the same terms of confidentiality.

4. Contracts (Rights of Third Parties) Act

- 4.1. Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act to enforce any terms of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 4.2. Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.

5. Limitation of Liability

- 5.1. Our liability to you in respect of negligence or defective work is limited to direct losses, damages, costs and expenses. We will not be liable for any loss of profit, business, contract or savings, nor for any special, indirect or consequential losses. Our liability to you in respect of any claim shall not exceed the aggregate amount of fees invoiced by us to you in the twelve month period immediately preceding the event giving rise to the claim.
- 5.2. We hold professional indemnity cover to the value of £2 million. The territorial coverage is United Kingdom.
- 5.3. We will not be held responsible for your failure to act on our advice or to respond promptly to communications from us or any third party including government authorities. Nor are we responsible for any delay in completing work or providing services which is due to unforeseen circumstances or to any default by you in respect of your obligations under this Contract.
- 5.4. We will not be responsible for any losses, penalties, surcharge, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information.
- 5.5. You agree to hold harmless and indemnify us against any costs, claims, demands, liability, damages and interest arising from any representation by you, whether intentional or unintentional, supplied to us orally or in writing in connection with this Agreement. You agree that you will not bring any claim in connection with services provided to you by the firm against any of our Directors, employees or consultants on a personal basis.

6. Fees

- 6.1. We will usually provide specific services to you on the basis of a written quote. Fee quotations are provided on the basis that you will supply information that is requested by us within a reasonable timeframe to enable us to complete your work by any deadline requested by you or set by a third party.
- 6.2. If it becomes apparent to either party that the fee quote is inadequate for the amount of work we are required to do or that additional work is required which could not have been reasonably anticipated at the time we will consult with you to revise the scope of works or agree an additional fee.
- 6.3. Our quote is valid for the period of time stated on the quote. In case of doubt please contact us to confirm or review the quote.
- 6.4. Unless otherwise stated, our hourly rates and quoted fees are exclusive of VAT. We will add VAT to our invoices as appropriate and at the prevailing rate and you will be responsible for paying any VAT that is due on or in respect of our fees and charges. Any disbursements, expenses or third party costs we incur in carrying out work, which may include but are not limited to travel and accommodation expenses, are payable by you unless and to the extent that the contrary has been agreed in writing by us and you.
- 6.5. We will invoice you periodically, and we shall not be required to invoice you at any particular time or interval unless we have expressly agreed with you in writing to do so. Our fees and charges are due within fourteen days of presentation of our invoice or request for payment and may be paid by cheque, online bank transfer or standing order.
- 6.6. If our fees or charges remain unpaid for more than fourteen days after the date of the invoice or request for payment, unless otherwise agreed, we reserve the right to charge monthly interest at % above the Bank of England base rate or at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act, whichever is the higher. In the event that the outstanding fees remain unpaid after a further seven days, we reserve the right to take such action as we think fit to collect the outstanding fees.
- 6.7. In the event that any fees or charges due to us under this Contract are outstanding then we are entitled to and may refuse to do any further work for you, in which case we will give you notice to that effect. In the event that you cease using our services and/or terminate this agreement, we are entitled to invoice you for all or any work already undertaken by us in relation to this Contract whensoever that work was carried out and whether it has been invoiced at that date or not.
- 6.8. In the event that you do not accept a fee or charge which we invoice to you is fair or reasonable or in accordance with this agreement you must notify us of that in writing within seven days of receipt of the invoice, failing which you will be deemed not to dispute the invoice and to accept that the fees and charges set out in the invoice are due. In the case of a dispute in respect of fees charged or invoiced either party may instigate a Dispute Resolution procedure under the terms of Clause 7.

7. Dispute Resolution

- 7.1. The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.
- 7.2. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure
- 7.3. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.
- 7.4. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

8. Reliance on Advice

- 8.1. We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

9. Retention of Records

- 9.1. During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you. You should retain documents and records relevant to your financial affairs for the period mandated by HM Revenue and Customs.
- 9.2. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store that are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must indicate that fact to us in writing at the time the documents are deposited with us.

10. Marketing

- 10.1. There may be occasions when we would like to make it known that we work or have worked for you. For the avoidance of doubt, we will not disclose any confidential information about you, or your activities.

11. Conflicts of Interest

- 11.1. We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where conflicts are identified, which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.
- 11.2. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to work for other clients whose interests are not the same as or are adverse to yours, subject of course to the obligations of confidentiality referred to above.

12. Internal Disputes within either Party

- 12.1. In the event of a dispute between the parties who own or are in some way involved in the ownership or management of your business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all such parties. We will continue to supply information to you at your normal address or by the normal means of communication we use for you.
- 12.2. If conflicting advice, information or instructions are received from different members of our staff we will refer the matter to the board of directors and take no further action until the board has agreed the action to be taken.

13. Data Protection Act

- 13.1. To enable us to discharge services to you we may obtain, use, process and disclose personal data about you. Our use of this information is subject to your instructions, the Data Protection Act and our duty of confidentiality. You have a right of access, under data protection legislation, to the personal data that we hold about you.

14. Communication

- 14.1. As internet communications are capable of interception we do not accept any responsibility for changes made to such communications after their dispatch. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility.
- 14.2. Email may be used to enable us to communicate with you. As with any other means of delivery this carries with it the risk of inadvertent misdirection or non delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.

15. Termination

- 15.1. Either party may terminate our agreement by giving the other not less than 30 days' notice in writing except where you fail to co-operate with us or we have reason to believe you have provided us with misleading information, in which case we may terminate this agreement immediately.
- 15.2. In the event that this agreement is terminated we may agree with you arrangements for completion of work in progress but will not be required to do so. Any rights that have been acquired by us prior to termination will be enforceable by us notwithstanding termination; however we shall not be liable to you for any consequences which arise from the termination of this agreement. On termination we may invoice you in respect of any work we have performed for you or services provided to you whether or not we have previously rendered an invoice in respect of the same and payment of such invoice will be due upon presentation.

16. Complaints

- 16.1. If at any time you would like to discuss with us how our services to you could be improved, or if you are dissatisfied with the services you are receiving, please set out your comments in writing to the CEO of Sharenergy. We undertake to look into any complaint carefully and promptly and to do all we can to resolve the issue to your satisfaction. If we have given you a less than satisfactory service, we undertake to do everything reasonable to put it right.

17. Intellectual Property Rights

- 17.1. We retain all intellectual property rights in everything developed by us before or during this engagement. We also retain all intellectual property rights in reports, written advice or other materials prepared by us.

18. Liens

- 18.1. Insofar as we are permitted to do so by law, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

19. Changes to Standard Terms of Business

- 19.1. It is necessary from time to time to review our Terms to reflect changing commercial and regulatory requirements. You agree that we may change these Terms and the Service Terms. We will inform you of changes to these Terms in writing or by email.

20. Applicable Law

- 20.1. These Terms, and our Service Terms and quotes are governed by and construed in accordance with English and Welsh law.
- 20.2. The Courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms.
- 20.3. If any provision in these Terms is held to be void or unenforceable such provision shall be severed and shall be inoperative, and the remainder of the Contract shall remain operative and enforceable.
- 20.4. The headings or titles in these Terms are for reference only and shall not in any way affect the interpretation of these Terms.