

# Broker Agreement between

**UK Gas Supply Limited,**

registered number 11229461 at Ship Canal House, 98 King Street Manchester, M2 4WU

And

|                            |            |  |
|----------------------------|------------|--|
| Broker company name:       |            |  |
| Broker company number:     |            |  |
| Broker registered address: |            |  |
| Contact details:           | Name:      |  |
|                            | Email:     |  |
|                            | Telephone: |  |

## PARTIES

- (1) UKGAS SUPPLY LIMITED incorporated and registered in England and Wales with company number 11229461 whose registered office is at Ship Canal House, 98 King Street, Manchester, M2 4WU.
- (2) The independent utility broker referred to on front page. (Broker).

## BACKGROUND

- (A) UKGas Supply Limited is a supplier of gas to industrial, commercial and residential customers in the UK.
- (B) The Broker is an independent utility broker and facilitates its principals entering into contracts with energy suppliers such as UKGas Supply Limited.

## 1.PROVISION OF QUOTES

- 1.1 From time to time, following a request by Broker, UKGas Supply Limited may provide base prices to Broker (incorporating or excluding any commissions agreed by the parties at the time, which will be determined on a case by case basis) for the supply of gas and/or electricity (the Quote) to enable Broker to:
  - (a) advise the Principal;
  - (b) negotiate with UKGas Supply Limited on behalf of the Principal; and
  - (c) facilitate the Principal entering into a contract with UKGas Supply Limited as UKGas Supply Limited's customer.
- 1.2 The Quote will remain open for a period agreed between the parties at the time the Quote is given, or until UKGas Supply Limited revokes it, whichever is the sooner.
- 1.3 When providing a Quote, UKGas Supply Limited shall assume that the contract for the supply of gas will be with the Principal, who will enter into a contract with UKGas Supply Limited and who will pay by Direct Debit. If the Direct Debit is cancelled, UKGas Supply Limited reserves the right to increase the price or cancel the contract.
- 1.4 Broker agrees that it shall not, under any circumstances, sign a contract for the supply of gas from UKGas Supply Limited and then on- sell or re-invoice a third party for such gas. For the avoidance of doubt, any breach by Broker of this clause shall be a material breach of this agreement.
- 1.5 UKGas Supply Limited has the right to decline to provide a Quote to Broker or any Principal in its absolute discretion.
- 1.6 Where a Quote includes any commission payable to Broker, UKGas Supply Limited understands that the Quote will be the price UKGas Supply Limited quotes to the Principal for the supply of gas and/or electricity. If the Principal is happy with this price, UKGas Supply Limited may enter into a Contract with the Principal and shall pay to Broker the agreed commissions in accordance with the Schedule.
- 1.7 Where a Quote does not include any commissions payable to Broker, and UKGas Supply Limited agrees a commission structure with Broker

outside this, UKGas Supply Limited shall pay to Broker the agreed commissions in accordance with the Schedule.

- 1.8 In the event that a Contract with a Principal is terminated as a result of a change of tenancy, UKGas Supply Limited will pay commission to Broker to the date of the change of tenancy.
- 1.9 UKGas Supply Limited has the right to set off any overpayments of commission already paid to Broker against any commissions to be paid to Broker.

UKGas Supply Limited has the right to withhold commissions where the information Broker provides to UKGas Supply Limited is inconsistent with information UKGas Supply Limited receives from the Principal or from any third party.

- 1.10 UKGas Supply Limited will not pay commission to Broker if:
- (a) a signed Contract and/or Direct Debit mandate has not been returned to UKGas Supply Limited; or
  - (b) payment for the supply of gas has not been paid in full for any period relating to the invoice for commission due; or
  - (c) UKGas Supply Limited has requested from Broker a copy of a letter of authority, and Broker fails to provide the same promptly to UKGas Supply Limited.
- 1.11 UKGas Supply Limited will pay commission one month in arrears following month of supply based on invoiced volume. To be reconciled either as credit or debit against actual reads or at the end of each year.
- 1.12 UKGas Supply Limited will pay invoices provided by Broker within 30 days and the invoice is not subject to a bona fide dispute. If a dispute is raised by either party we will work together to resolve within 10 days.
- 1.13 UKGas Supply Limited shall be under no obligation to enter into a Contract.

## 2. OBLIGATIONS OF BROKER

- 2.1 Broker warrants that it has obtained and will maintain in force for the duration of this agreement all licenses, registrations, permits, accreditations or approvals necessary or advisable for it to carry on the business of an independent utility broker.
- 2.2 Broker shall comply with the terms of any licenses, registrations, permits, accreditations and approvals required to operate in the UK.
- 2.3 Broker undertakes and agrees to act in accordance with sound commercial principles in carrying out its obligations under this agreement and to do nothing which UKGas Supply Limited considers could be prejudicial to UKGas Supply Limited's goodwill or commercial interests.
- 2.4 Broker shall obtain from all Principals a Letter of Authority and shall provide the same to UKGas Supply Limited.
- 2.5 Broker must disclose to each Principal that it:
- (a) is a utility broker;

- (b) is not employed by UKGas Supply Limited; and
- (c) has no authority or ability to negotiate or vary the terms of the Contract on behalf of UKGas Supply Limited.

### 3. ANTI-BRIBERY COMPLIANCE

#### 3.1 Broker shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

3.2 For the purpose of this clause the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

### 4. RECORDS

Broker shall keep separate records of all correspondence between Broker and Principal and shall pass on copies of such correspondence to UKGas Supply Limited at UKGas Supply Limited's request.

### 5. CONFIDENTIALITY

- 5.1 Broker will keep in strict confidence: (i) all technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to Broker by UKGas Supply Limited employees, agents, consultants or subcontractors; and (ii) any other confidential information concerning UKGas Supply Limited's business or its products which Broker may obtain which is marked as being confidential ("Confidential Information").
- 5.2 Broker may disclose such Confidential Information:
  - (a) To Broker's employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out Broker's obligations under this agreement; and
  - (b) As may be required by law, court order or any governmental or regulatory authority.
- 5.3 Broker will ensure that Broker's employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with clauses 5.1 and 5.2 above. Broker will not use any Confidential Information for any purpose other than to perform its obligations under this agreement.
- 5.4 Where Broker provides any personal information

regarding Principal to UKGas Supply Limited, which includes but is not limited to, names, addresses and e-mail addresses of the Principal (the "Personal Information"), Broker confirms that (i) Broker has obtained the permission of the relevant individuals to provide such Personal Information to UKGas Supply Limited; and (ii) the relevant individuals agree that the Personal Information can be used for the purposes set out in this agreement. If the relevant individuals withdraw this permission at any time, Broker will inform UKGas Supply Limited immediately.

## 6. COMMENCEMENT AND DURATION

This agreement shall commence on the date of signature of the last party to sign it (Commencement Date) and shall continue until terminated in accordance with clause 7 below.

## 7. TERMINATION

- 7.1 UKGas Supply Limited shall be entitled to terminate this agreement at any time by providing Broker with not less than fourteen (14) days' written notice.
- 7.2 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, UKGas Supply Limited may at any time terminate this agreement with immediate effect by giving written notice to the Broker if:
  - (a) Keeping to any clause in this agreement means UKGas Supply Limited would be breaking the law or any industry regulations; or
  - (b) Broker commits a material breach of this agreement and (if such breach is remediable) fails to remedy that breach within a period of ten (10) days after being notified in writing to do so; or
  - (c) Broker materially breaches the agreement and the breach is not capable of remedy; or
  - (d) Broker stops trading, its business is wound up, its business becomes insolvent or its business goes into administration or receivership or Broker enters into an arrangement with people it owes money to (Broker's creditors); or
  - (e) there is a change of control of Broker (within the meaning of section 1124 of the Corporation Tax Act 2010); or
  - (f) the warranty given at clause 3.1 ceases to be true at any time; or
  - (g) Broker is in breach of its obligations in respect of clause 3.2.

## 8. CONSEQUENCES OF TERMINATION

- 8.1 Except as set out in the Schedule, termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

## 9. INDEPENDENT STATUS

Broker is an independent utility broker, and nothing in this agreement shall constitute the creation, establishment or relationship of partnership, joint venture, agency or employer and employee between the parties.

#### 10. ENTIRE AGREEMENT

- 10.1 This agreement constitutes the entire agreement between the parties and supersedes and terminates all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.
- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

#### 11. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 12. ASSIGNMENT

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except that UKGas Supply Limited may at any time assign or transfer its rights and obligations under this Agreement to any subsidiary, any holding company, and/or any subsidiary of any holding company (with “subsidiary” and “holding company” having the meanings given to them in the Companies Act 2006).

#### 13. NO WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### 14. SEVERANCE

- 14.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part- provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the

other provisions of this agreement shall not be affected.

- 14.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 15. NOTICE

- 15.1 A notice or other communication UKGas Supply Limited or Broker may give must be addressed to:
- (a) for Broker – to the registered address or email address as stipulated in this agreement; and
  - (b) for UKGas Supply Limited – to the registered address or email:

Arthur Tait,     arthur.tait@ukgassupply.com

or as otherwise specified by the relevant party by notice in writing to each other party.

- 15.2 Notices must be in writing and delivered by first class post or by email, and any notice shall be deemed to have been duly received:
- (a) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or
  - (b) if sent by email on a business day before 4.00 pm, on the day that the email was sent, otherwise the notice will be deemed to have been received on the next business day.
- 15.3 For the avoidance of doubt, where the Broker is authorized to serve notices on behalf of the Principal, these must be served in accordance with the terms of the Contract.
- 15.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement

## 17. GOVERNING LAW AND JURISDICTION

- 17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

## Signature

Signed by the parties on the date set out below.

Brokerage Name: \_\_\_\_\_

Authorised Signatory (print): \_\_\_\_\_

Authorised Signatory (Signed): \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

UKGas Supply Limited:

Authorised Signatory (print): \_\_\_\_\_

Authorised Signatory (Signed): \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_