

Energybid Terms & Conditions

1. Introduction

- We provide a Peer-to-Peer energy marketplace for electricity and gas Quotations for Business Customers. The Quotations We provide depend upon the Products available to Us from the Suppliers We work with, or Quotations provided direct to the Customer from the Suppliers. We do not provide advice and Customers are required to make their own decision as to which Quotation they wish to pursue, if any.
- Suppliers receive ranking information allowing them to re-bid at any time during the Auction.
- We are not responsible for the performance of Our Suppliers and/or their services. For the terms and conditions of Our Suppliers' services, you should refer to the Suppliers own terms and conditions and ensure that you are happy with them before proceeding.

2. Key Information About Our Terms

- The provisions contained in these terms and conditions ("Terms") govern your use of any of Our Services and Our Websites. It is important you read these Terms carefully, as they set out the full extent of Our obligations and liabilities. The Terms supersede any previous agreements between Us and yourself. These Terms are governed by the laws of England and any disputes will be decided by the English Courts only.
- Any failure by Us to enforce any of Our rights under these Terms or provided by law is not to be taken as or deemed to be a waiver of enforceability, and We reserve these rights.
- If any provision of these Terms is deemed invalid by any court having competent jurisdiction, this will not impact the validity of remaining provisions, which remain in full force and effect.
- We may amend these Terms from time to time. We will provide notice of the amendments, by updating the Terms available on Our Websites and/or contacting Customers and Consumers. By using Our Websites and Our Services, you accept Our Terms (including acceptance that any future amendments made are incorporated into the Terms) and Our Privacy Policy.
- We may transfer Our rights under these terms to another business without your consent, but we will notify You of the transfer and make sure that Your rights are not adversely affected as a result. These Terms are binding on a Customer's and Consumer's successor.

- If there are any queries or concerns about Our Terms, please get in touch with Us at info@energybiduk.com and We will be happy to assist you. If We get things wrong, We encourage you to let us know without delay. This enables Us to work with you to attempt put things right as soon as We can. Our complaint process is available on Our Websites. As soon as you become aware of your reason to raise a complaint, you must contact Us without delay (and in any event, no later than 3 months from when you became aware of a reason to complain).
- We are a member of the Energy Ombudsman's independent dispute resolution scheme, and Our registration number is C35ERER118. For complaints relating to Our energy Services, if we are unable to resolve your complaint within 8 weeks of you raising your concerns, you may be able to use the Energy Ombudsman's services.

3. Our Services

- Our Services are provided to Customers and Consumers as they have expressed an interest in Our Service, and We have agreed to provide Our Services. We may use Our discretion and reserve the right to refuse or terminate Our Services to a Customer or Consumer.
- Our Services depend upon:
 - The Products available to Us;
 - The Suppliers and Partners We work with; and,
 - Whether the Customer meets the relevant Supplier Criteria.
- We do not act on a Customer's behalf but would do so under the specific authority granted in line with a signed Letter of Authority by the Customer.
- For Our energy Business Utilities, We work with a panel of Suppliers.

4. Energy Auction Service

- The customer is in control of the Auction and sets the Auction Criteria prior to an Auction starting.
- Quotations are provided by Us in good faith, on the basis the Details given to Us by the Customer are correct, complete, and current. If the Details do not satisfy these requirements, it will impact upon the accuracy and validity of the Quotations and Contract.
- We and Our Suppliers reserve the right to amend or withdraw any Quotations without notice at any time. The Quotation provided does not constitute an offer. The Customer agreeing to the Contract is the Customer agreeing to an offer. Dependent on the Supplier and the type of Customer, the offer agreed may be

non-revocable. Whether the offer is or is not revocable will generally be contained within the terms and conditions of the Contract. The Contract will be held directly between the Customer and the Supplier.

- The provision of Our Energy Auction Service will occur via Our Websites.

5. Agreeing a quotation

- Once the Customer has agreed a quotation, further contract information will be gathered by US and sent to the successful Supplier.
- When the Customer chooses to proceed after reviewing a Quotation, the Customer will need to complete a Contract (verbally, electronically or physically) which We do not facilitate.
- Even though We carry out Checks prior to a Contract being Processed, Suppliers reserve the right to carry out additional checks (Supplier Checks). This can mean a Contract has been Processed by Us but is not accepted by the Supplier. Suppliers reserve the right to not accept a Customer's Contract and may use their sole discretion to reject a Customer's Contract. If this occurs, We will endeavour to contact the Customer as soon as possible.
- Suppliers might be in a position where a Contract can be accepted, however, they might require an amendment to the Contract or further information from the Customer. If this occurs, We will endeavour to contact the Customer as soon as possible.

6. How We Get Paid

- We offer a free service to Suppliers, this way we believe that more Suppliers are able to provide Quotations.
- By agreeing to use Our Services, Customers and Consumers are agreeing for Us to invoice our Acceptance Fee.
- Acceptance is when a Customer completes the Acceptance Process for each meter.
- Fees are immediately payable on Acceptance in accordance with the fee table below (for a limited launch offer until 17th February 2026, any user signing up will get a 50% reduction in fees)

Electricity

kWh per meter/annum	Price per Site / annum	
0 - 15,000		£100
15,001 - 30,000		£175

30,001 - 50,000	£250
50,001 - 100,000	£500
100,001-500,000	£600
500,000 +	£750

Gas

kWh per meter/annum	Price per Site / annum
0 - 15,000	£50
15,001 - 30,000	£88
30,001 - 50,000	£125
50,001 - 100,000	£175
100,001-500,000	£300
500,000 +	£650

- No payment of Fees means that the Completion details will not be sent to the awarded Supplier for the meter.

7. Your Obligations

- In addition to any obligations and responsibilities noted above, you must:
 - Ensure all Details for the Contract are accurate, complete, and current;
 - Ensure you understand the terms and conditions of the Contract before proceeding, as the terms and conditions of each Product vary by Supplier;
 - Take responsibility to ensure decisions you make are suitable and in the best interest of you and/or your business – by ensuring the Contract, Product and Supplier chosen meets the needs of your business;
 - Ensure Termination has been provided to your Current Supplier, in line with your current contract requirements;
 - Provide all reasonable cooperation to Us in the provision of Our Services and the Supplier in relation to the Contract;
 - Must also comply with the terms of the Contract;
 - Keep confidential all log-in details and passwords provided by Us in relation to Our Website and Our Services - if these details are shared to another person, We will assume the other person has been provided with the relevant authority to act on your behalf;

- You must use Our Service in good faith, by ensuring you have relevant authority to make decisions on behalf of the business you are purporting to represent. You must agree to Contracts in good faith, and should not by act or omission mislead Us;
 - Use best endeavours to mitigate actual or potential losses; We will not be liable for resulting losses or consequences; and,
 - Treat Our staff with respect.
- If you have not fulfilled your obligations in line with Our Terms, We reserve the right to make a claim against you for any losses suffered by Us.

8. Website

- The use of Our Websites is subject to the following terms and conditions of use:
 - The content of the pages of Our Websites are for general information and use only. It is subject to change without notice. Our Websites uses cookies for essential, analytical, and marketing purposes. Further information on Our Cookies, please refer to Our Cookie Policy;
 - Neither We nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Our Websites for any particular purpose. The User acknowledges that such information and materials may contain inaccuracies or errors and We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law;
 - The User acknowledges that the use of any information or materials on Our Websites are entirely at the User's own risk, for which We shall not be liable. It shall be the User's own responsibility to ensure that any products, services, or information available through Our Websites meet their specific requirements;
 - Our websites contain material which is owned by or licensed to Us. This material includes, but is not limited to, the design, layout, look, appearance, and graphics. Reproduction is prohibited other than in accordance with these Terms;
 - From time to time, Our Websites may also include links to other websites. These links are provided for the User's convenience to provide further information. We do not endorse these website(s) and we have no responsibility for the content of the linked website(s); and,

- Unauthorised use of Our Websites may give rise to a claim for damages and/or be a criminal offence. Users of Our Websites acknowledge any dispute arising out of such use of Our Websites is subject to the laws of England & Wales only.

9. Intellectual Property

- You accept that all Intellectual Property Rights relating to Our Services, Our Websites (including any content, and the look/feel of Our Websites), any information and/or materials provided to you, shall remain owned by Us. Any use or attempted use of any the above is an infringement of Our Intellectual Property Rights, which may result in you being liable under civil and criminal law.

10. Limited Liability

- We will exercise reasonable care and skill in the provision of Our Services and Our Websites. However, the provision of Our Services is often dependent upon third parties (for example, but not limited to, Suppliers, Current Suppliers, and industry database providers). We are 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 Us. As such, We do not warrant, and We exclude all liability in respect of, the accuracy, completeness, fitness for purposes or legality of any information accessed because of your use of Our Services, Our Websites or otherwise communicated by Us to you.
- Our Services are provided without representation or warranty of any kind, and to the fullest extent permissible, pursuant to applicable law We disclaim all other conditions, representations, statements, and warranties, either express or implied (whether by common law, custom, statute or otherwise).
- Subject to the foregoing, if by any mistake, act or omission of Us in the performance of Our Services or Our Websites, you suffer a direct financial loss as a direct result, We will work with you to remedy this, on the basis you must submit any claim within 3 months of identifying the issue and must follow Our complaints process (which is on Our Websites). Furthermore, Our total liability for all losses of whatever nature suffered by you because of such a complaint is strictly limited to the lesser of either the cost incurred by Our mistake, act or omission; or the Fee earned by Us from the Supplier in relation to the Contract your concern relates to. If you delay in contacting Us, We will not be liable for any resulting and following loss.
- You acknowledge and agree that We shall not be liable for: (a) any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages

of any kind that are not directly associated with your claim; (b) any loss of profit or savings; (c) loss or corruption of data or information; (d) loss of contracts, business or opportunity; (e) damage to goodwill or reputation(s); in each case whether direct or indirect and in each case whether based in contract, tort (including without limitation negligence), strict liability, or otherwise, arising out of or in connection with these Terms, Our Services, Our Website and/or any use thereof, in each case even if We have been forewarned or is aware of the possibility of such loss or damage.

- We do not exclude or limit Our liability (if any) in any way: a) for death or personal injury caused by Our negligence; b) for fraud or fraudulent misrepresentation; or c) for any matter from which it is unlawful to exclude, or attempt to exclude, Our liability.
- We are unable to provide all information relating to the Products available from Our Suppliers. Suppliers determine the key information We provide to Customers. However, this may not necessarily cover all information which is important to that individual Customer. If in doubt as to the suitability of a product, the Customer should look to obtain the necessary information prior to agreeing the Contract.
- We are not liable if the Customer or Consumer is able to obtain cheaper Products anywhere else on the market. We are unable to guarantee exclusivity of Products, unless otherwise stated. Customers and Consumers are free to obtain comparisons elsewhere on the market to assess the competitiveness of the Products available via Us.

11. Force Majeure

- We shall have no liability to you if We are prevented from or delayed in performing any of Our obligations in relation to the provision of any of Our Services and/or Our Websites, or from carrying on Our business, in an event or sequence of events beyond Our reasonable control. This includes acts, events, omissions, or accidents beyond Our reasonable control. Including (without limitation) strikes, lockouts, or other industrial disputes (whether involving the workforce of Us or any other party), failure of a utility service or transport network, act of God, fire, flood, storm, any other natural disaster, war, riot, civil unrest, malicious damage, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, or default of suppliers or subcontractors. We shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

12. Definitions

The below definitions apply to these Terms:

“Accepted” means acceptance by a Customer of a Quotation;

“Amendment” means changes required to a Contract to allow the Contract to meet the relevant Checks;

“Checks” means the information on the Contract verified (where possible and within reason) by Us prior to the Contract being Processed by Us, they are determined by Us or the relevant Supplier;

“Contract” refers to the individual agreements for each meter, supply point identification number between the Customer and the Supplier;

“Credit Criteria” means the financial criteria set by the Supplier, which a Customer must meet to be accepted by them for the Customer’s chosen Product;

“Customer” means any non-domestic commercial customer over the age of 18 who has expressed an interest in or uses Our Services and to whom We agree to provide Our Services. It refers to the business itself and those who act on its behalf in relation to an Energy Auction;

“Details” refers to any and all relevant information provided by Customers to allow us to carry out Our Services and contact Customers. Examples can include (but is not limited to) contact details, business details, usages, relevant supply reference, business type, credit history etc;

“Energy Auction Service” means the impartial delivery of key information (as determined by the Supplier) by Us to the Customer, relating to the Supplier Product;

“Estimated Annual Energy Consumption” refers to the amount of energy the Customer is expected to use during their Contract. It is taken from industry sources where available or provided by the Customer. In limited scenarios, an average might be used in the absence of a confirmed usage.

“Fee” refers to how we get paid for Our Services. The Fee can vary based on Product and Volume of meters;

“Intellectual Property Rights” means any and all intellectual property rights, including (but not limited to) all information, data, patents, design rights, software, trademarks, trade names, logos and domains, trade secrets, know-how, confidential information, right to sue for passing off, copyright material and all equivalent material and, in each case:

- whether registered or not;
- including any applications to protect or register such rights;
- including all renewals and extensions of such rights or applications;
- whether vested, contingent or future;

- to which We are or may be entitled, and
- in whichever part of the world existing;

“Letter of Authority” refers to verbal or written authority which provides Us with authority to carry out certain activities on behalf of the Customer in relation to Our Services. The Letter of Authority will never provide Us with the authority to agree contracts on your behalf. The Letter of Authority will last for the length of the Contract or from 12 months from the date if stated within or signature if this date is specified in the authority;

“Live” means a Contract where the utility supply or service agreed has started;

“Peer-to-Peer” means direct between a Customer and a Supplier;

“Privacy Policy” refers to the policy on Our Website, which explains how We use personal data;

“Product” means offerings available from a Supplier via Us for electricity and gas Quotations;

“Quotations” refers to providing key information (including prices and determined by Suppliers) to a Customer about Products during Our Energy Auction. The Quotations provided are based upon the Details given to Us by the Customer. The availability and validity of Quotations varies by Supplier;

“Services” means Our Energy Auction Service;

“Supplier” refers to service providers and or suppliers of Business electricity and gas, that We work with to provide Our Services;

“Supplier Criteria” refers to criteria, including Credit Criteria, which the Supplier has in place and checks a Customer meets before the Contract becomes accepted by the Supplier;

“Supplier Welcome Pack” means the written communication that can be sent by the Supplier confirming the details of the Contract, once the Supplier has accepted it;

“Termination” is the notice sent to the Current Supplier of the Customer’s intent to cancel their current contract at the end of the fixed term period;

“User” refers to anyone who uses or browses Our Website. This can include Customers and Consumers;

“We”, “Us”, “Our” means Energybid Limited, incorporated in England and Wales (Our registered office address is 2a Connaught Avenue, London E4 7AA, Company number: 14569615;

“Website” refers to any website operated by Us;

“you”, “your”, “yourself” refers to all Customers, Consumers and Users.