



GENERAL TERMS & CONDITIONS

INTERPRETATION 1.1 The following definitions and rules of interpretation apply in this Contract: "Client" means the party to which Logical is providing the "Service". "Contract" the contract between the Client and Logical for the supply of the Services in accordance with the agreement between the Client and Logical in whatever form (typically expected to be by email or telephone). "DPA" means the Data Protection Act 2018. "GDPR" means the General Data Protection Regulation 2016/679/EU. "Intellectual Property Rights (IPRs)" means patents, rights to inventions, copyright, software, trademarks, service marks, and goodwill. "Logical" means The Logical Utilities Company Limited, registered in England and Wales (no. 06927208) with its registered office at 20 Imperial Square, Cheltenham, Glos, GL50 1QZ. "Service(s)" the appointment of Logical as a third-party intermediary for the purpose of placing Utility Supply Contracts on behalf of the Client, together with any intellectual property and/or other services. "Utilities" gas and electricity (or any combination of such) and the term "Utility" shall be construed accordingly. "Utility Provider" the supplier of any Utility. "Utility Supply Contract" any contract entered into between the Client and a Utility Provider for the provision of Utilities by the Utility Provider to the Client.

TERMS AND CONDITIONS OF SERVICE 2.1 These Conditions govern the delivery of Services to the Client. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation / tendering documentation. We will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation / tendering documentation; however, time shall not be of the essence in the performance of our obligations. Logical work with an array of utility suppliers across the UK when providing our services to our customers and will try to maximise its buying power with our selected suppliers for the benefit of our qualifying customers. By signing a letter of authority, Client authorises Logical to contact several of our selected suppliers in order to present Client with the most suitable contract options. Logical is not an agent or act in any fiduciary capacity for Client. Following the selection process of the utility supplier Logical will not enter Client into a binding contract with the supplier, unless otherwise agreed in the signed letter of authority, upon which, Logical will enter Client into its preferred contract as agreed in writing. By continuing to benefit from the Services, Client signifies that it has read, understands and agrees to be bound by the Conditions. 2.2 The Client understands and agrees that the provision of Services under this Contract are not the same as the provision of services by a Utility Provider under a Utility Supply Contract. The obligations in Utility Supply Contracts are as between the Client and the Utility Provider and Logical accepts no responsibility or liability for such terms or the performance of a party under or in connection with a Utility Supply Contract. All Client and Utility Provider obligations under a Utility Supply Contract are the responsibility and risk of such parties respectively. 2.3 The Client understands that the entering into a Utility Supply Contract is subject to a number of dependencies including: (a) the Client providing full and accurate information and data to Logical and/or the Utility Provider; (b) the Client satisfying pre-contractual checks (including credit checking); and (c) the Client providing a letter of authority to Logical, in the form and within the timescales prescribed to the Client, by Logical. The Client agrees that Logical shall have no liability for either: (a) a delay or failure to perform any Services; or (b) any loss of the Client, as a result of the Client's delay or failure (in whole or part) to fulfil these (or any other communicated) dependencies. 3.

OBLIGATIONS 3.1 The Client shall: 3.1.1 co-operate fully and promptly with Logical in all matters relating to the Services; 3.1.2 provide access to the Client's premises and data, and such office accommodation and other facilities as may reasonably be requested by Logical and agreed with the Client in writing in advance; 3.1.3 provide to Logical all documents, information, data, items and materials required to enable the delivery of the Services, or otherwise requested by Logical, including signed letters of authority or as otherwise set out in this Contract; 3.1.4 comply with any additional responsibilities of the Client as set out in the Contract; and 3.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Logical to provide the Services. 3.2 If Logical's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Logical shall: 3.2.1 not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay; 3.2.2 be entitled to payment of the charges in accordance with Section 5 despite any such prevention or delay; and 3.2.3 be entitled to recover any additional costs, charges or losses Logical sustains or incurs that arise directly or indirectly from such prevention or delay.

INTELLECTUAL PROPERTY RIGHTS 4.1 In relation to the Client Materials: 4.1.1 the Client and its licensors shall retain ownership of all IPRs in the Client Materials; and 4.1.2 the Client grants to Logical a fully paid-up, nonexclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Contract for the purpose of providing the Services to the Client. 4.2 In relation to the Services Logical and its licensors shall retain ownership of all IPRs in the Services, excluding the Client Materials; 4.2.2 Logical grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, nonexclusive, royalty-free licence to copy and modify the Services the purpose of receiving and using the same for its internal business purposes.

COMMISSION AND PAYMENT 5.1 Logical is remunerated by either of the following methods a) The selected suppliers by means of a commission upon Client entering into an agreed contract with one of the selected suppliers, b) By an arrangement fee agreed directly with Client and Logical directly, c) By gainshare arrangement where a commercial benchmark cost is used and a share of savings determines the commission, d) a combination of commission paid by the selected suppliers and an arrangement fee agreed directly with Client. By way of illustration a direct fee may be agreed in advance and billed to the customer annually to cover a broad spectrum of professional services including but not limited to historical expenditure audits, cost recovery, risk management, trading and hedging, ESOS compliance, budgeting, forecasts, MOPs and DC contracts, siteworks, account management, bill validation, query management & dispute resolution, expenditure analysis, carbon advisory, ad hoc project management, EOS portal software licenses, procurement tendering and negotiation, EV installation, market intelligence, COT's, contract terminations & transfers, renewal management, water procurement and invoice validation, new meter connections, site audits, credit risk analysis, etc. Alternatively, by way of illustration, we may negotiate a contract unit rate for an electricity contract of, say, 12.0ppkwh and include commission of, say 2.5%, to cover the cost of some or all of above services resulting a client contracted unit rate of 12.3ppkwh. In this instance the commission applied will vary based on market conditions at the time, service costs, client credit risk, contract volume and term but will never exceed 10% of annual expenditure. Our average annual commission is circa 3%. When clients prefer gainshare arrangements our commission is dictated by a unit rate reduction compared to a benchmark contracted unit rate sourced either by the client directly, another TPI, a renewal offer, or the next most competitive supplier tendering for the contract. In certain instances, where volume and credit risk allow, our TECC group buying consortium is utilised to the client's advantage to reduce/eliminate risk premiums and/or secure advantageous unit rates. The difference between the benchmark and the preferential market rate negotiated may result in both a saving for the client and a higher rate of commission for Logical. By way of illustration, a benchmark unit rate of 12.3ppwh is provided by the client, another TPI, renewal offer, or the best market alternative compared to our lower negotiated unit rate of 12.175ppkwh including a commission rate of 3% to cover the cost of the services and the benefit provided by the consortium or supplier negotiations. 5.2 Logical accepts commission will vary with the selected suppliers and is dependent on several factors such as market conditions at the time of agreeing the Utility contracts and the profile of Clients utility consumption patterns, which are only established after the agreed contract has been completed. Client accepts the market conditions or procurement methodology used create an environment where commission can also vary but will not exceed 10% of combined annual energy spend. The cost of the Services are therefore included within the cost of the Utility Supply Contract unless otherwise agreed with the client. 5.3 Notwithstanding the termination or expiry of this Contract or the Services, the Client agrees that this does not affect Logical's ongoing right to commission from the Utility Provider for the remainder of the term of any outstanding Utility Supply Contracts which are and/or have been the subject of the Services and the provisions of this Section 5 shall continue to apply and survive termination/ expiry accordingly.

LIABILITY 6.1 Nothing in this Contract shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other matter in respect of which it would be unlawful for a party to exclude or restrict liability. Upon agreement with the supplier the client accepts full responsibility for contract the suppliers contract terms and the commission included within the contract rate for the contract term regardless of the method used to determine it. In all instances, due to market volatility, credit risk, service provision and other factors, we encourage competitive tendering exercises and Client accepts its responsibility to assess each contract and the commercial merits of the same (and any other support services provided) against those provided by other intermediaries and/or suppliers.

Logical shall under no circumstances be liable to the Client under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, data, anticipated savings, contract, revenue, commission, or goodwill (whether in each case direct or indirect loss); or any indirect or consequential loss. Subject to Section 6.2 the total aggregate liability of Logical to the Client (including liability as regards all losses, damages, fines, penalties, awards made under settlement arrangements and costs) arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to £10,000. 6.3 To the fullest extent permitted by applicable law all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Contract.

DATA PROTECTION 7.1 In this Section "Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the DPA and the GDPR; "personal data" has the meaning set out in the Data Protection Laws and for the purposes of this Contract, includes special categories of personal data (as set out in Article 9(1) of the GDPR) and personal data relating to criminal convictions and offences (as set out in Article 10 of the GDPR); and "Data Protection Regulator" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws, including (where applicable) in the UK, the UK Information Commissioner's Office, or any successor or replacement body from time to time. 7.2 Both parties will comply with all applicable requirements of the Data Protection Laws. 7.3 Each party acknowledges the factual circumstances dictate the role of responsibility of a person under the Data Protection Laws. Each party acknowledges that the personal data processed under this Contract may include the other party's contact data (being the contact information of each party's representatives) (which each party shall process in its capacity as a controller) in order to (a) administer, manage and facilitate this Contract and resolve any disputes relating to the same; (b) respond and/or raise general queries relating to this Contract and/or Services; and (c) comply with their respective contractual, legal and regulatory obligations. Each party shall process this contact data solely for these purposes and in accordance with that party's own relevant privacy policy.

GENERAL: 8.1 Force Majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. 8.2 Assignment and other dealings. Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract. 8.3 Confidentiality. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract. Each party may disclose the other party's confidential information to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. 8.4 Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. 8.6 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. 8.7 Governing law. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England. 8.8 Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

The General Terms and Conditions are Effective from 1st November 2022.