

## ESP Energy Ltd t/a Verta Global – General Terms & Conditions

### 1. Interpretation

The following definitions and rules of interpretation apply to these Terms.

#### 1.1 Definitions:

- **Business Day** – A day other than Saturday, Sunday or a public holiday in England, when banks in London are open.
- **Cancellation Fee** – A fee calculated in accordance with clause 5.3.
- **Commencement Date** – The date the Customer signs these Conditions.
- **Commission** – The commission payable by the Utility Supplier to Verta Global in relation to the Utility Contract.
- **Conditions** – These terms and conditions, as updated from time to time in accordance with clause 10.6.
- **Contract** – The agreement for Services between Verta Global and the Customer in accordance with these Conditions.
- **Customer** – The individual or business receiving Services from Verta Global and entering into a Utility Contract.
- **Customer Default** – Has the meaning given in clause 4.4.
- **Data Aggregator (DA)** – The party responsible for consolidating and validating meter data in line with industry requirements.
- **Data Collector (DC)** – The party responsible for retrieving and processing metering data, passing it to the DA and Utility Supplier.
- **Data Protection Legislation** – All applicable UK data protection and privacy legislation in force from time to time, including UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.
- **Verta Global** – ESP Energy Ltd (Company No. 15950195), registered in England and Wales, whose registered office is at 84 Clarke Avenue, Sheffield, South Yorkshire, S25 3PJ, trading as “Verta Global”.
- **Group Company** – In respect of the Customer, any holding company, subsidiary, or subsidiary of any holding company from time to time.
- **Meter Operator (MOP)** – The party who installs, maintains, and ensures communication capability of electricity or gas meters.
- **Monitoring & Targeting (M&T)** – Any service provided by a MOP, DC, and/or DA.
- **Related Party** – Any person or entity connected to the Customer as defined in IAS 24 or the Corporation Tax Act 2010.
- **Services** – The brokering and arrangement of Utility Contracts, including presenting proposals and providing account management.

- **Utility** – Electricity, gas, water, waste services, M&T, solar, or any other utility, service, or product brokered or arranged by Verta Global.
- **Utility Contract** – An agreement between the Customer and a Utility Supplier for the supply of a Utility arranged by Verta Global.
- **Utility Supplier** – The provider of the relevant Utility under the Utility Contract.
- **You / Your** – The Customer.

### **1.2 Interpretation:**

(a) References to legislation include any amendments, extensions, or re-enactments from time to time, and any subordinate legislation made under it.

(b) Words following “including”, “in particular”, “for example” or similar terms are illustrative and do not limit the meaning of the preceding words.

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## **2. Basis of Contract**

2.1 By signing these Conditions, the Customer confirms they are entering into a legally binding Contract to obtain the Services from Verta Global. References to “Verta Global” in these Conditions shall mean ESP Energy Ltd trading as Verta Global. The Contract begins on the Commencement Date.

2.2 Any marketing material, proposals or descriptions from Verta Global are for illustrative purposes only and do not form part of the Contract.

2.3 Any quotations or proposals provided by Verta Global or the Utility Supplier are indicative until confirmed in writing by the Utility Supplier.

2.4 These Conditions apply to the Contract to the exclusion of any other terms proposed by the Customer or implied by law, custom or practice.

2.5 Where the Customer is a microbusiness as defined by Ofgem, these Conditions will be applied in compliance with all applicable regulatory requirements.

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## **3. Supply of Services**

3.1 Verta Global will supply the Services with reasonable skill and care.

3.2 Any dates for performance are estimates only and time is not of the essence.

3.3 Verta Global may amend the Services to comply with legal or regulatory requirements or where such changes do not materially affect their nature or quality.

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## **4. Customer’s Acknowledgement and Obligations**

4.1 The Customer acknowledges that:

(a) Verta Global acts as an intermediary and relies on information provided by the Customer;

(b) Verta Global is not a price comparison service and may not access every available supplier or tariff;

(c) there is no cooling-off period once a Utility Contract has been accepted;

(d) the Customer is responsible for disclosing any pre-existing Utility supply contracts that may conflict with the Utility Contract;

(e) by entering into a Utility Contract, the Customer contracts directly with the Utility Supplier;

- (f) Verta Global cannot alter the terms of any Utility Contract; and
- (g) Verta Global has no liability for any dealings between the Customer and the Utility Supplier.

4.2 The Customer represents and agrees to:

- (a) promptly provide accurate and complete information requested by Verta Global;
- (b) co-operate fully with Verta Global in matters relating to the Services;
- (c) provide reasonable access to premises or information when required;
- (d) not enter into any other Utility contract covering the same supply period, except as allowed under clause 4.3;
- (e) ensure any representative has authority to bind the Customer;
- (f) satisfy themselves that the Utility Contract meets their needs;
- (g) maintain the Utility supply for the intended contract period unless allowed under clause 4.3;
- (h) obtain and maintain any required licences, permissions, or consents;
- (i) comply with all applicable laws and contractual requirements; and
- (j) inform Verta Global of any relevant change in circumstances.

4.3 The Customer is not in breach of clauses 4.2(d) or (g) if they vacate the premises supplied and transfer to a third party who is not a Group Company or Related Party ("Change of Tenancy"), provided 30 days' prior written notice is given with supporting documents.

4.4 A **Customer Default** occurs where:

- Verta Global's obligations are delayed or prevented due to the Customer's acts or omissions;
- the Utility supply fails to start or is terminated early (except for a valid Change of Tenancy); or
- the Customer fails to provide required Change of Tenancy evidence.

Where a Customer Default occurs, Verta Global may:

- (a) suspend Services until remedied;
- (b) not be liable for resulting costs or losses; and
- (c) charge the Customer an amount equal to the Commission Verta Global would have received had the Utility Contract been fulfilled.

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## 5. Commission, Charges and Payment

5.1 Unless otherwise agreed in writing, Verta Global's Services are provided in consideration of Commission payable by the Utility Supplier when a Utility Contract is secured.

5.2 The Commission payable will be agreed with the Utility Supplier and included in the price offered to the Customer.

5.3 **Cancellation Fee:** If a Utility Contract is cancelled or ends early for any reason (including a Change of Tenancy), the Customer must pay a fee equal to the Commission Verta Global would have earned for the full contract period, less any amounts already received. This amount shall be invoiced to the Customer and payable within the timeframe specified in Clause 5.4.

5.4 The Customer must pay all sums due within 30 days of invoice, in cleared funds, without deduction or set-off, plus VAT where applicable.

5.5 Late payments may incur interest at 4% above the Bank of England base rate.

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Do you want me to continue rewriting **sections 6–10** in the same style so you have the full updated and legally distinct Verta Global terms in one complete document?  
This way, you'll have a ready-to-use, finalised set.

**You said:**

yes

**ChatGPT said:**

Alright — I'll finish rewriting **sections 6–10** so you have the full, legally distinct Verta Global Terms & Conditions in one complete, ready-to-use document.  
Here's the continuation in the same style and tone:

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## **6. Data Protection**

6.1 Both parties will comply with all applicable Data Protection Legislation.

6.2 For the purposes of Data Protection Legislation, the Customer is the “controller” and Verta Global is the “processor”.

6.3 The Customer agrees that its information may be shared with Utility Suppliers for the purpose of obtaining quotations, arranging contracts, and fulfilling the Utility Contract. Customer data may also be shared with credit reference agencies for assessing creditworthiness.

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## **7. Limitation of Liability**

7.1 References to “liability” in this clause cover all types of liability, whether arising in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

7.2 Nothing in this clause limits the Customer's payment obligations under the Contract.

7.3 Nothing in the Contract limits or excludes liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation.

7.4 Verta Global is not responsible for the suitability of the Utility Contract for the Customer's business needs, including commercial terms or pricing.

7.5 Subject to clause 7.3, Verta Global's total liability will not exceed the Commission received (and not subject to clawback) from the Utility Supplier in respect of the Utility Contract concerned.

7.6 Subject to clause 7.3, Verta Global will not be liable for:

- (a) loss of profits;
- (b) loss of business or sales;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss or corruption of data or software;
- (f) loss of goodwill;
- (g) wasted expenditure;
- (h) indirect or consequential loss.

7.7 The Customer agrees to indemnify and hold harmless Verta Global, its officers, employees, and agents against all claims, losses, costs, and expenses arising from the Customer's use of

the Services, dealings with Utility Suppliers, or breach of these Conditions.

**7.8** Terms implied by sections 13–15 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.

**7.9** No claim may be brought against Verta Global unless written notice is given within six (6) months of the date on which the Customer became aware (or ought reasonably to have become aware) of the facts giving rise to the claim, identifying the legal and factual basis in reasonable detail and supplying supporting evidence.

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## **8. Termination**

8.1 Verta Global may terminate the Contract or suspend the Services immediately by written notice if:

- (a) the Customer commits a material breach of the Contract and fails to remedy it within 7 days of written notice;
  - (b) there is any breach of clause 4.2;
  - (c) a Customer Default occurs;
  - (d) the Customer suspends, ceases, or threatens to cease trading; or
  - (e) in Verta Global's reasonable opinion, the Customer's financial position deteriorates such that it cannot fulfil its obligations under the Utility Contract.
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## **9. Consequences of Termination**

9.1 Termination or expiry does not affect rights or obligations accrued up to that date, including the right to claim damages for pre-termination breaches.

9.2 Any clauses intended to survive termination will remain in full force and effect.

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## **10. General**

**10.1 Force Majeure** – Neither party is liable for failure or delay in performing obligations due to events beyond its reasonable control.

**10.2 Assignment** – Verta Global may assign or subcontract any rights or obligations at any time. The Customer may not assign or transfer rights or obligations without Verta Global's prior written consent.

### **10.3 Confidentiality –**

(a) Each party agrees not to disclose the other's confidential information during the Contract and for two years after termination, except as permitted in (b). Confidential information includes, without limitation, utility rates, commission structures, and supplier details.

(b) Disclosure is permitted to employees, agents, or advisers who need the information to perform obligations under the Contract, or where required by law or regulatory authority.

(c) Confidential information may only be used to perform obligations under the Contract, save that Verta Global may use Customer data to provide additional services.

**10.4 Relationship** – Nothing in these Conditions creates a partnership, joint venture, or agency relationship between the parties.

**10.5 Entire Agreement** – This Contract is the entire agreement between the parties, replacing all prior communications and understandings relating to its subject matter.

**10.6 Variation** – Changes to these Conditions must be in writing and signed by an authorised representative of Verta Global.

**10.7 Waiver** – A delay or failure to exercise any right under the Contract is not a waiver of that right.

**10.8 Severance** – If any clause is found invalid or unenforceable, it will be deemed deleted without affecting the remainder of the Contract.

**10.9 Notices –**

(a) Notices must be in writing and delivered by hand, first-class post, or email to the addresses specified in the Contract.

(b) Notices are deemed received:

- if by hand, on delivery;
- if by post, at 9:00am on the second Business Day after posting;
- if by email to connect@verta.global, at the time of transmission (or when business hours resume if sent outside them).

(c) This clause does not apply to service of legal proceedings.

**10.10 Third Party Rights** – No third party has the right to enforce these Conditions under the Contracts (Rights of Third Parties) Act 1999.

**10.11 Governing Law** – This Contract is governed by the law of England and Wales.

**10.12 Jurisdiction** – The courts of England and Wales have exclusive jurisdiction over disputes arising from this Contract.

**Agreement to Terms & Conditions**

I/We confirm that I/We have read, understood, and agree to be bound by these Terms & Conditions.

**Signed for and on behalf of the Customer:**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Trading Name: \_\_\_\_\_  
Company Number: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signed for and on behalf of ESP Energy Ltd t/a Verta Global:**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_