



Utility Credit Solutions – Terms and conditions 2026

1.1 Welcome - Thank you for choosing Utility Credit Solutions ("UCS").

UCS is an independent utility procurement and consultancy business that assists organisations throughout the United Kingdom with the procurement, management and optimisation of utility-related services. These Terms and Conditions explain how we work, the services we provide, the responsibilities of both parties and the basis upon which our services are supplied. By engaging UCS, signing a Letter of Authority, accepting a proposal, instructing us to provide services or entering into any agreement facilitated by UCS, you agree to be bound by these Terms and Conditions.

1.2 Our Role

UCS acts as an independent consultant and intermediary. Our role is to assist Clients by: Identifying procurement opportunities; Obtaining quotations from suppliers; Providing market intelligence and analysis; Negotiating commercial terms where authorised; Providing sustainability and energy management support; Assisting Clients in evaluating available options. Whilst UCS provides recommendations and guidance, all final commercial decisions remain the responsibility of the Client.

2. COMPANY INFORMATION

Trading Name: Utility Credit Solutions

Business Structure: Sole Trader

Registered Office: Office 361, 18 Young Street, Unit LGE, Edinburgh, EH2 4JB, Scotland

Website: www.utilitycreditsolutions.co.uk

Throughout these Terms, Utility Credit Solutions shall be referred to as "UCS", "we", "our" or "us".

3. DEFINITIONS

In these Terms and Conditions: Agreement. Means the contract between UCS and the Client incorporating:

These Terms and Conditions; Any Letter of Authority; Any Client Engagement Agreement; Any Proposal; Any Schedule; Any Statement of Work; Any written variation agreed by the parties.

Client Means the organisation, company, partnership, sole trader, public body, charity or individual engaging UCS.

Commission Means any fee, commission, uplift, referral payment, brokerage payment, revenue share, marketing contribution or other remuneration received by UCS.

Contract Recovery Fee. Means the fee payable by the Client under Clause 11 where a utility contract secured through UCS does not proceed to live supply.

Energy Contract. Means any utility-related agreement including electricity, gas, water, waste management, renewable energy, solar, EV charging, telecommunications or related services.

Letter of Authority. Means a written authority permitting UCS to communicate with suppliers and obtain quotations and account information.

Services. Means the consultancy, procurement, management and advisory services supplied by UCS.

Supplier. Means any third-party provider of utility-related products or services.

Working Day. Means any day excluding weekends and public holidays in England and Wales or Scotland.

4. INTERPRETATION

4.1 References to legislation include any amendment, replacement or re-enactment of that legislation.

4.2 Words importing the singular shall include the plural and vice versa.

4.3 References to persons include companies, partnerships, public authorities and other legal entities.

4.4 Headings are for convenience only and do not affect interpretation.

4.5 The words "including", "includes" and similar expressions shall be interpreted without limitation.

5. BASIS OF CONTRACT

5.1 Formation. The Agreement shall come into effect upon the earliest occurrence of: (a) execution of a Letter of Authority; (b) execution of a Client Engagement Agreement; (c) acceptance of a proposal issued by UCS; (d) provision of instructions to UCS; (e) acceptance of any recommendation, quotation or service provided by UCS.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any previous discussions, negotiations, correspondence, representations or understandings relating to its subject matter.

5.3 Non-Reliance. The Client acknowledges that it has not relied upon any statement, representation or assurance except those expressly contained within this Agreement.

6. OUR SERVICES

6.1 Procurement Services. UCS may provide procurement services relating to: Electricity; Natural Gas; Water; Waste Management; Renewable Energy; Solar Solutions; Battery Storage; EV Charging Infrastructure; Telecommunications; Merchant Services; Other utility-related products and services.

6.2 Consultancy Services. UCS may provide:

Energy Management; Utility Auditing; Invoice Validation; Bureau Services; Carbon Reporting; Sustainability Consultancy; Net Zero consultancy; ESOS

Support; SECR Support; Risk Management Consultancy; Portfolio Management; Market Analysis and Reporting.

6.3 Whole of Market Approach. UCS operates on a whole-of-market basis and may obtain quotations from any supplier, intermediary or provider that UCS considers potentially suitable.

The Client acknowledges that: Not every supplier will quote for every opportunity; Supplier participation is outside the control of UCS; UCS cannot guarantee access to every available product; UCS cannot guarantee identification of the lowest available market price.

7. NATURE OF RELATIONSHIP

7.1 Independent Consultant. UCS acts solely as an independent consultant and intermediary. UCS is not a utility supplier and does not provide electricity, gas, water, waste management, telecommunications or any other utility service directly.

7.2 No Partnership. Nothing within this Agreement shall create: A partnership; A joint venture; An employment relationship; A fiduciary relationship.

7.3 Commercial Independence. The Client acknowledges that UCS may provide services to multiple organisations, including competitors, and shall remain free to conduct its business as it sees fit.

8. CLIENT DECISION-MAKING

8.1 Final Responsibility. Whilst UCS may: Obtain quotations; Provide recommendations; Negotiate commercial terms; Analyse proposals; Provide market commentary; the final decision regarding any contract or commercial arrangement shall remain solely with the Client.

8.2 Independent Assessment. The Client agrees to independently evaluate: Pricing; Contract terms; Supplier suitability; Contract duration; Commercial risk. 8.3 Professional Advice. UCS does not provide: Legal Advice; Financial Advice; Tax Advice; Investment Advice. Where such advice is required, the Client should obtain independent professional advice.

9. NO GUARANTEE OF SAVINGS OR OUTCOMES. Utility markets are inherently unpredictable. Accordingly, UCS does not guarantee:

Savings; Future pricing; Supplier performance; Carbon reductions; Sustainability outcomes; Return on investment; Utility cost reductions; Contract suitability; Commercial success. Any forecast, projection, estimate or recommendation provided by UCS is indicative only and should not be relied upon as a guarantee of future performance. The Client acknowledges that all commercial decisions are made at its own risk and responsibility.

SECTION 2

PROCUREMENT SERVICES, CLIENT RESPONSIBILITIES, COMMISSION ARRANGEMENTS, CONTRACT RECOVERY FEE & SUPPLIER RELATIONSHIPS

8. PROCUREMENT SERVICES

8.1 General. UCS provides independent utility procurement and consultancy services to assist Clients in identifying, evaluating and procuring utility-related products and services. The Services may include: (a) electricity procurement; (b) gas procurement; (c) water procurement; (d) renewable energy procurement; (e) solar generation consultancy; (f) battery storage consultancy; (g) EV charging procurement; (h) waste management procurement; (i) telecommunications procurement; (j) merchant services procurement; (k) sustainability consultancy; (l) energy management services; (m) utility auditing and invoice validation; (n) carbon reporting and compliance services; (o) any other related services agreed between the parties. 8.2 Scope of Procurement Services. The Client acknowledges that UCS shall use reasonable commercial endeavours to identify utility products and services that UCS believes may be suitable for the Client based upon the information provided. UCS does not undertake to identify every available supplier, every available product, or the lowest priced contract available within the market.

8.3 Whole of Market Position. UCS operates on a whole-of-market basis. Notwithstanding the above, the Client acknowledges that:

(a) not all suppliers may be willing to provide quotations; (b) not all suppliers may participate in intermediary channels; (c) suppliers may refuse quotations based upon credit status, consumption profile, location, meter type or other commercial considerations; (d) UCS has no control over supplier participation. Accordingly, UCS makes no representation that all suppliers or all available products have been considered.

8.4 No Authority to Bind the Client. Unless expressly authorised in writing by the Client: (a) UCS shall not enter into any contract on behalf of the Client; (b) UCS shall not bind the Client to any commercial arrangement; (c) all contracts shall be executed directly by the Client. The Client shall remain solely responsible for reviewing and executing all contractual documentation.

9. CLIENT RESPONSIBILITIES

9.1 Accuracy of Information. The Client warrants and represents that all information supplied to UCS is complete, accurate and not misleading. This includes: consumption data; supplier information; contract information; meter details; financial information; operational information.

9.2 Independent Assessment. The Client shall independently review and assess all: quotations; recommendations; proposals; reports; forecasts; supplier offers. The Client shall not rely solely upon information provided by UCS when making commercial decisions.



9.3 Duty to Review Contracts. The Client shall review all supplier documentation before signing any agreement. UCS shall not be responsible for any failure by the Client to review contractual documentation.

9.4 Professional Advice. Where appropriate, the Client shall obtain independent legal advice; tax advice; accounting advice; financial advice. UCS shall not be responsible for the consequences of the Client failing to obtain such advice.

10. COMMISSION AND FEES

10.1 General. The Client acknowledges that UCS may be remunerated in a number of ways. Such remuneration may include: (a) supplier-paid commission; (b) unit rate uplifts; (c) consultancy fees; (d) project fees; (e) management fees; (f) retainer fees; (g) referral fees; (h) revenue sharing arrangements.

10.2 Supplier Commission. The Client expressly acknowledges and consents to UCS receiving commission from Suppliers. Commission may be incorporated within: unit rates; standing charges; service charges; contractual pricing structures.

10.3 Client Fees. Where agreed, UCS may invoice the Client directly for Services. Such fees shall be payable within the payment terms stated on the relevant invoice.

10.4 Commission Disclosure. Prior to contract execution, the Client may request information regarding the anticipated commission payable to UCS. Nothing in this Agreement obliges UCS to disclose commercially sensitive information beyond that required by law.

11. CONTRACT RECOVERY FEE

11.1 Circumstances Giving Rise to Recovery Fee. The Contract Recovery Fee shall become payable where UCS successfully secures a utility contract and such contract subsequently: (a) fails to go live; (b) is cancelled; (c) is terminated; (d) is transferred; (e) is replaced by another contract; (f) becomes void; (g) is frustrated; (h) is prevented from commencing, as a result of any act, omission, instruction, change of circumstance or decision attributable to the Client.

11.2 Fee Calculation. The Contract Recovery Fee shall be equal to: 80% of the commission that UCS would reasonably have earned had the contract proceeded to live supply and remained in force.

11.3 Invoice and Payment. Any Contract Recovery Fee shall be invoiced by UCS and shall become payable within 14 days of invoice.

12. SUPPLIER RELATIONSHIPS

12.1 Supplier Independence. The Client acknowledges that Suppliers are independent third parties. UCS does not control: supplier pricing; supplier performance; supplier billing; supplier service levels; supplier operational decisions.

12.2 No Supplier Liability. UCS shall not be responsible for: (a) supplier insolvency; (b) supplier administration errors; (c) billing disputes; (d) metering disputes; (e) service interruptions; (f) supplier breaches of contract; (g) supplier misconduct; (h) supplier negligence; (i) supplier fraud. Any dispute arising from a supply contract shall be pursued directly between the Client and the Supplier.

12.3 No Guarantee of Supplier Performance. UCS makes no warranty regarding the suitability, reliability, solvency or future performance of any Supplier. The selection of a Supplier remains entirely the responsibility of the Client.

SECTION 3

NO FIDUCIARY DUTY, NO ADVICE RELIANCE, LIMITATION OF LIABILITY, EXCLUDED LOSSES, CLIENT INDEMNITIES & RISK ALLOCATION

13. NO FIDUCIARY DUTY

13.1 Independent Commercial Relationship. The Client acknowledges and agrees that UCS acts solely as an independent utility consultancy, procurement adviser and intermediary. Nothing in this Agreement shall create or be construed as creating: (a) a fiduciary relationship; (b) a trustee relationship; (c) a partnership; (d) a joint venture; (e) an employment relationship; or (f) any obligation requiring UCS to place the Client's interests ahead of its own legitimate commercial interests.

13.2 Commercial Independence. The Client acknowledges that UCS operates as an independent commercial enterprise and may: (a) receive commission from Suppliers; (b) receive consultancy fees from Clients; (c) provide services to multiple organisations simultaneously; (d) provide services to businesses operating within the same industry sectors.

13.3 No Duty to Recommend the Cheapest Option. The Client acknowledges that UCS is not under any obligation to identify, recommend or procure: (a) the cheapest available contract; (b) the lowest available market price; (c) every available supplier; (d) every available utility product. UCS shall use reasonable commercial endeavours to identify options that it reasonably considers suitable based upon the information available at the time.

14. NO RELIANCE ON ADVICE

14.1 Informational Nature of Services. The Client acknowledges that all information provided by UCS is supplied for general commercial information purposes only. This includes: quotations; reports; benchmarking exercises; forecasts; market commentary; supplier comparisons; pricing analyses; recommendations.

14.2 No Professional Advice. UCS does not provide: (a) legal advice; (b) tax advice; (c) accounting advice; (d) investment advice; (e) regulated financial advice. The Client shall obtain independent professional advice where appropriate.

14.3 Independent Decision-Making. The Client acknowledges that all commercial decisions remain solely its own responsibility. The Client agrees that it shall independently evaluate all: (a) quotations; (b) supplier proposals; (c) contract terms; (d) supplier suitability; (e) pricing structures; (f) risk exposures.

14.4 No Reliance. The Client confirms that it shall not rely solely upon any recommendation, forecast, estimate, projection, opinion or statement made by UCS when making commercial decisions.

15. NO GUARANTEE OF SAVINGS OR OUTCOMES

15.1 Market Uncertainty. The Client acknowledges that utility markets are influenced by numerous factors beyond the control of UCS including: (a) wholesale market pricing; (b) regulatory changes; (c) government policy; (d) supplier pricing decisions; (e) transmission and distribution charges; (f) inflationary pressures; (g) geopolitical events; (h) market volatility.

15.2 No Guarantees. Accordingly UCS makes no representation, warranty or guarantee regarding: (a) future utility prices; (b) future market movements; (c) future supplier behaviour; (d) future energy costs; (e) future water costs; (f) future waste management costs; (g) future carbon costs; (h) future sustainability outcomes.

15.3 Savings. Any projected savings, estimated reductions in expenditure, budget forecasts or similar calculations are illustrative only and shall not constitute guarantees.

16. SUPPLIER LIABILITY EXCLUSIONS

16.1 Supplier Independence. Suppliers are independent third parties. UCS has no control over the operational activities of any Supplier.

16.2 Supplier Risks. UCS shall not be liable for: (a) supplier insolvency; (b) supplier administration errors; (c) billing disputes; (d) service interruptions; (e) meter errors; (f) contract disputes; (g) customer service failures; (h) supplier negligence; (i) supplier misconduct; (j) supplier fraud.

16.3 Supplier Contracts. The Client acknowledges that all supply contracts are entered into directly between the Client and the Supplier. UCS shall not become a party to any such contract unless expressly agreed in writing.

17. LIMITATION OF LIABILITY. IMPORTANT NOTICE. The Client's attention is specifically drawn to this Clause.

17.1 Maximum Exclusion. To the fullest extent permitted by applicable law, UCS excludes all liability arising from or connected with: (a) the Services; (b) recommendations made by UCS; (c) contracts entered into by the Client; (d) supplier actions or omissions; (e) supplier performance; (f) market movements; (g) pricing fluctuations; (h) commercial outcomes.

17.2 Client Risk Acceptance. The Client expressly acknowledges that: (a) all contracts are entered into at the Client's own risk; (b) all supplier selections are made by the Client; (c) all commercial decisions are made independently by the Client.

17.3 Residual Liability. Where liability cannot lawfully be excluded, the aggregate liability of UCS shall be limited to the fullest extent permitted by law. Nothing in this Agreement shall impose any greater liability upon UCS than that which cannot legally be excluded.

18. EXCLUDED LOSSES. To the fullest extent permitted by law UCS shall not be liable for: (a) loss of profit; (b) loss of revenue; (c) loss of contracts; (d) loss of business opportunity; (e) loss of anticipated savings; (f) loss of goodwill; (g) loss of reputation; (h) loss of production; (i) business interruption; (j) indirect losses; (k) consequential losses; (l) special damages. This exclusion shall apply whether the claim arises in contract, tort, negligence, statutory duty or otherwise.

19. CLIENT INDEMNITY

19.1 General Indemnity. The Client shall indemnify and keep indemnified UCS against all losses, liabilities, costs, claims, proceedings, damages and expenses arising from: (a) any information supplied by the Client; (b) any instructions given by the Client; (c) any contract entered into by the Client; (d) any breach of this Agreement by the Client; (e) any dispute between the Client and a Supplier.

19.2 Third Party Claims. The Client shall indemnify UCS against any claim brought by: (a) a Supplier; (b) a contractor; (c) a third-party adviser; (d) any other third party, where such claim arises directly or indirectly from the Client's actions or decisions.

20. RISK ALLOCATION

20.1 Commercial Risk. The parties acknowledge that the pricing structure for the Services has been agreed on the basis that the commercial risks associated with utility procurement remain with the Client.

20.2 Client Acceptance. The Client acknowledges and agrees that: (a) UCS is providing information and procurement support only; (b) UCS cannot control market conditions; (c) UCS cannot control Supplier actions; (d) UCS cannot guarantee future outcomes; (e) the Client accepts responsibility for all commercial decisions.

20.3 Fundamental Term. The provisions contained within Clauses 13 to 20 are fundamental terms of this Agreement and form the basis upon which UCS agrees to provide its Services. Had such provisions not been included, UCS would not have entered into this Agreement.

SECTION 4

CONFIDENTIALITY, DATA PROTECTION, INTELLECTUAL PROPERTY, COMPLAINTS, DISPUTE RESOLUTION, TERMINATION & GENERAL LEGAL PROVISIONS

21. CONFIDENTIALITY



21.1 Confidential Information. For the purposes of this Agreement, Confidential Information includes any information relating to: (a) pricing; (b) quotations; (c) commercial arrangements; (d) supplier information; (e) customer information; (f) business plans; (g) financial information; (h) commission arrangements; (i) proprietary methodologies; (j) intellectual property; (k) operational information.

21.2 Confidentiality Obligations. Each party agrees that it shall: (a) keep Confidential Information confidential; (b) not disclose Confidential Information to any third party except where permitted by this Agreement; (c) use Confidential Information solely for the purposes of performing its obligations under this Agreement.

21.3 Permitted Disclosures. A party may disclose Confidential Information: (a) where required by law; (b) to professional advisers; (c) to insurers; (d) to regulatory authorities; (e) to suppliers where reasonably necessary for the provision of Services.

21.4 Duration. The obligations contained within this Clause shall continue for a period of five (5) years following termination of this Agreement.

22. DATA PROTECTION

22.1 Compliance. Both parties shall comply with all applicable data protection legislation including: (a) UK GDPR; (b) Data Protection Act 2018; (c) Privacy and Electronic Communications Regulations; (d) any replacement legislation.

22.2 Client Consent. The Client authorises UCS to collect, process, store and share information reasonably necessary for the provision of the Services.

22.3 Data Sources. The Client acknowledges that UCS may obtain information from: (a) the Client; (b) suppliers; (c) industry databases; (d) meter operators; (e) distribution network operators; (f) third-party data providers.

22.4 Supplier Data Sharing. The Client authorises UCS to provide information to suppliers for the purpose of obtaining quotations and facilitating procurement activities.

22.5 Data Retention. UCS may retain records for such periods as are reasonably necessary for: (a) contractual purposes; (b) regulatory compliance; (c) insurance requirements; (d) dispute resolution; (e) business administration.

23. INTELLECTUAL PROPERTY

23.1 Ownership. All intellectual property rights arising from or connected with the Services shall remain the property of UCS unless otherwise agreed in writing.

23.2 Reports and Materials. Any reports, analyses, presentations, methodologies, templates or documentation supplied by UCS remain the intellectual property of UCS.

23.3 Restrictions. The Client shall not: (a) reproduce; (b) distribute; (c) modify; (d) commercialise; (e) exploit, any intellectual property belonging to UCS without prior written consent.

24. COMPLAINTS PROCEDURE

24.1 Complaints. Any complaint relating to the Services shall be submitted in writing to UCS.

24.2 Investigation. UCS shall investigate complaints in good faith and use reasonable endeavours to respond within twenty-one (21) Business Days.

24.3 Escalation. Where a complaint cannot be resolved informally, either party may request escalation in accordance with Clause 25.

25. ALTERNATIVE DISPUTE RESOLUTION

25.1 Good Faith Negotiations. Before commencing legal proceedings, the parties shall first attempt to resolve any dispute through good faith negotiations.

25.2 Mediation. If a dispute remains unresolved after thirty (30) days, either party may request mediation through an independent mediator.

25.3 Court Proceedings. Nothing in this Agreement prevents either party from seeking urgent injunctive relief where appropriate. Subject to the above, the parties shall attempt mediation before commencing formal litigation.

26. TERMINATION

26.1 Termination by Notice. Either party may terminate this Agreement by providing written notice to the other party.

26.2 Immediate Termination. UCS may terminate this Agreement immediately where: (a) the Client commits a material breach; (b) the Client provides misleading information; (c) the Client acts fraudulently; (d) the Client acts unlawfully.

26.3 Accrued Rights. Termination shall not affect any accrued rights or obligations existing at the date of termination.

27. CONSEQUENCES OF TERMINATION

27.1 Outstanding Fees. Termination shall not affect the Client's obligation to pay: (a) outstanding invoices; (b) consultancy fees; (c) Contract Recovery Fees; (d) any other sums properly due.

27.2 Surviving Clauses. The following clauses shall survive termination: Confidentiality; Data Protection; Intellectual Property; Limitation of Liability; Indemnities; Dispute Resolution; Governing Law.

28. FORCE MAJEURE. Neither party shall be liable for failure or delay in performing obligations where such failure results from circumstances beyond its reasonable control including: (a) natural disasters; (b) acts of government; (c) industrial disputes; (d) war; (e) terrorism; (f) pandemics; (g) supplier failures; (h) cyber-attacks; (i) utility network failures.

29. INSURANCE. UCS confirms that it maintains such insurance policies as it reasonably considers appropriate for the nature of its business activities. The

Client acknowledges that such insurance shall not create any additional liability or obligation on the part of UCS.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. The Client acknowledges that it has not relied upon any statement, representation, warranty or promise except as expressly set out within this Agreement.

31. VARIATION. No variation of this Agreement shall be valid unless agreed in writing by both parties.

32. WAIVER. Failure by either party to exercise any right under this Agreement shall not constitute a waiver of that right.

33. SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

34. THIRD PARTY RIGHTS. Nothing in this Agreement shall confer any rights upon any third party under the Contracts (Rights of Third Parties) Act 1999.

35. NOTICES. Any notice under this Agreement shall be delivered: (a) by hand; (b) by recorded delivery; (c) by recognised courier service; or (d) by email. Notices shall be deemed received on the next Business Day following transmission.

36. GOVERNING LAW. This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of England and Wales.

37. JURISDICTION. The Courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from or in connection with this Agreement.

SCHEDULE 1

CLIENT ACKNOWLEDGEMENT. The Client acknowledges and agrees that: ✓ UCS is an independent consultancy and procurement business. ✓ UCS is not a utility supplier. ✓ UCS is not a fiduciary. ✓ UCS does not provide legal advice. ✓ UCS does not provide financial advice. ✓ UCS does not provide tax advice. ✓ UCS may receive commission from suppliers. ✓ UCS may receive consultancy fees from clients. ✓ UCS does not guarantee savings. ✓ UCS does not guarantee future utility prices. ✓ UCS does not guarantee supplier performance. ✓ UCS does not guarantee commercial outcomes. ✓ All final decisions are made by the Client. ✓ The Client enters into all contracts at its own risk. ✓ The Client has had the opportunity to obtain independent legal advice before agreeing to the outlined terms and conditions.