



Scottish Land & Estates Energy Services. Website management, brokerage services and terms and conditions provided by Troo Limited.

Terms and Conditions

CUSTOMER ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 6- CHARGES AND REPAYMENT

1. Background

1.1 Troo Limited is a private limited company that offers commercial utility supply brokerage services to businesses and other entities.

2. Interpretation

The following definitions and rules of interpretation apply in these conditions.

2.1 Definitions

Business Day: a day other than Saturday, Sunday or a public holiday in England, when banks in London are open for business;

Commencement Date: Has the meaning given in clause 3.2;

Commission: Means the commission payable by the utility supplier, via an increase to the customer unit rate or standing charge as per 6, to Troo Ltd in respect of a utility contract.

Conditions: These conditions are changed from time to time in accordance with clause 12.6;

Customer: The person or business who obtains the services from Troo Limited and enters into a contract;

Contract: the contract between Troo Limited and the customer in accordance with these conditions;

Customer Default: has meaning set out in clause 5.3;

Data Protection legislations: All applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Letter of Authority: a letter signed by the Customer authorising Troo to contact your current provider to request information

Troo: Troo limited (CRN: 10293408) a company registered in England and Wales whose registered address is 1 Azure Court, Doxford International Business Park, Sunderland, SR3 3BE;

Services: Means the brokering of utility supply contract(s) including but not limited to presenting the customer with proposals and rates for the supply of the relevant utility and providing utility account management;

Utility: Electricity and/or gas;

Utility Contract: a contract entered into by the customer and utility supplier for the supply of the relevant utility as a result of and/or a part of the provision of the services;

Utility Supplier: The supplier of the relevant utility under the utility contract

2.2 Interpretation

- (a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision
- (b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Basis of the Contract

3.1 By signing a Letter of Authority, the Customer acknowledges and accepts it is entering into a legally binding contract to obtain the Services. The contract shall be deemed to come into existence on the date upon which the Letter of Authority is signed by the Customer. ("Commencement Date")

3.2 Any samples, drawings, descriptive matter or advertising issued by Troo, and any descriptions or illustrations obtained in Troos catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form any part of the Contract or have any contractual force.

3.3 Any quotations and/or proposals given by Troo and/or the Utility Supplier to the Customer shall contain indicative rates which may not be guaranteed. Such rates shall only be confirmed following receipt of confirmation from the Utility Supplier. All quotations and/or proposals given by Troo and/or the Utility Supplier shall only be valid for the period specifically stated when the quotation and/or proposals is offered.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course dealing.

4. Supply of Services

4.1 Troo shall supply the Services to the Customer using reasonable skill and care.

4.2 Troo shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of Services.

4.3 Troo reserves the right to amend the Services if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Troo shall notify the Customer in such event

5. Customer's acknowledgement and obligations

5.1 The Customer hereby acknowledges and accepts that:

- (a) Troo operates as a third-party intermediary between Utility Suppliers and the Customers and Troo relies on the information provided by the Customer;
- (b) Troo is not a price comparison service and may not have access to every supplier and to every deal that may be available to the Customer. Therefore, Troo does not provide any warranty, express or implied, that it shall provide the cheapest deal that may be available to the Customer;
- (c) There is no cooling-off period following the acceptance of the Utility Contract;
- (d) It has the sole responsibility for disclosing any Utility supply contracts it has entered into which may conflict with the Utility Contract and/or the intended period of supply under the Utility Contract;
- (e) By entering into the Utility Contract, the customer is directly contracting with the Utility Supplier, and not with Troo;
- (f) Troo has no authority or ability to negotiate or vary the terms of and Utility Contract;

(g) Troo has no liability in relation to any transactions, dealings, or arrangements made between the Customer and the Utility Supplier and that any such transactions, dealings or arrangements (including any payment obligations) are the Customer's sole responsibility.

(h) Any potential savings indicated in any quote do not guarantee any actual savings and represent an estimate only based on information provided at the time of quotation.

(i) Due to fluctuating energy markets, any prices quoted are not guaranteed and must be confirmed at the point of acceptance, and may be adjusted at any time before written confirmation from the Utility Supplier.

(j) Any contracts provided to you by your chosen supplier are subject to relevant credit referencing procedures and approval by the supplier.

(k) Troo may retain customer details on its system and contact you from time-to-time, for example when new utility suppliers are available or at renewal.

5.2 The Customer represents, warrants and undertakes:

(a) That it shall provide Troo, promptly upon request, with such information and materials as Troo may reasonably require in order to supply the Services and shall ensure any information it provides is true, complete and accurate in all respects;

(b) To co-operate with Troo in all matters relating to the Services;

(c) Provide Troo, the Utility Supplier and its respective employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required or requested by Troo to provide the Services;

(d) Subject to clause 5.3, it has not entered into, and will not enter into, any other Utility supply contract for the intended supply period under the Utility Contract;

(e) That any party acting on its behalf has the legal authority to bind the Customer;

(f) Subject to clause 5.3, it shall ensure the supply of the relevant Utility shall continue throughout the intended period of supply under the Utility Contract.

(g) It shall maintain and obtain all necessary licences, permissions consents which may be required for the Services and/or the Utility Contract before the date on which the Services are to start and/or the supply of Utility Contract is due commence;

(h) It shall comply with all applicable legislation and requirements under the Utility Contract; and

(i) To immediately inform Troo of any change in the Customer's circumstances, or business(es) which may affect the provision of Services, or the fulfilment of the Utility Contract.

(j) It has the permission of the people whose details it proposes to use in requesting a quote.

5.3 The Customer shall not be considered in breach of clause 5.2(d) and clause 5.2(f) in the event that the Customer moves out of the premises being supplied under the Utility Contract ("Change of Tenancy") provided the Customer gives written notice 30 days prior to the Change of Tenancy to Troo together with;

(a) A copy of the new tenancy agreement (which must include the commencement date, the supply address and be signed by the tenant and landlord); and

(b) Written confirmation from a solicitor, (on solicitors' letterhead) confirming the date of the Change of Tenancy, name of the previous tenant and name of the new tenant.

5.4 If Troo's performance of any of its obligations under the Contract is delayed, or the supply of the relevant Utility, to which the Utility Contract relates, does not commence on the applicable commencement date, or such supply is delayed by any act or omission by the Customer, including but not limited to any non-compliance of clause 5.2, ("Customers Default"):

(a) Without limiting or affecting any other right or remedy available to it, Troo shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Troo's performance of any of its obligations; and

(b) Troo will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Troo's failure or delay to perform any obligations under the Contract.

(c) The Customer shall, in accordance with clause 6.4, pay Troo an amount equal to the Commission it would have otherwise received had the Customer Default not occurred.

6. Charges and Repayment

6.1 Troo will only receive a Commission from the Utility Supplier when Troo successfully brokers a Utility Contract. The Commission payable to Troo shall be based upon a fixed rate uplift (expressed in pence per kilowatt hour (kWh)) included within the rate proposed and accepted by the Customer multiplied by the estimated units of the relevant Utility to be consumed by the Customer under the Utility Contract.

6.2 The fixed rate uplift included within the contracts agreed in this case equates to Xp/kwh ("Uplift") (Amount is determined on a contract-by-contract basis)

6.3 Troo may, at its own discretion, transfer any proportion of the Uplift across the length of the contract to the standing charge under the Utility Contract.

6.4 The Customer shall pay any monies due to Troo under the Contract (however arising):

(a) Within 30 days of the date of the invoice or in accordance with and credit terms agreed by Troo and confirmed in writing to the Customer;

(b) In full and in cleared funds to a bank account nominated in writing by Troo; and

(c) Time for payment shall be of essence to the contract.

6.5 All amounts payable by the Customer are exclusive of value added tax chargeable from time to time ("VAT") which shall be added to the invoice at the relevant rate from time to time.

6.6 If the Customer fails to make any payment due to Troo under the Contract by this due date, then, without limiting Troo's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

6.7 All Amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding or tax as required by law).

7. Data Protection

7.1 Each party shall comply with applicable requirements of the Data Protection Legislation.

7.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the customer is the controller and Troo is the processor.

7.3 The Customer acknowledges and accepts that its data (commercial and incidental as the case may be) may be shared with the Utility Suppliers for the purposes of obtaining quotes and effecting the Utility Contract. The Customer's data may also be shared with credit agencies for the purposes of assessing the Customer's creditworthiness.

8. Limitation of Liability

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract

8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

a) Death or personal injury caused by negligence;

b) Fraud or fraudulent misrepresentation

8.4 Subject to clause 8.3 Troo's total liability to the customer for all loss and damage howsoever arising or caused, shall not exceed the amount of commission Troo has received in respect to the Utility Contract to which the loss or damage relates.

8.5 Subject to clause 8.3 Troo shall not be liable to the Customer, however so caused or arising, for the following types of loss that are wholly or fully excluded

a) Loss of profits;

b) Loss of sales or business;

c) Loss of agreements or contracts;

d) Loss of anticipated savings;

e) Loss of use or corruption of software, data or information;

f) Loss of or damage to goodwill; and

g) Indirect or consequential loss

8.6 The Customer hereby agrees to indemnify, keep indemnified, defend and hold Troo and its respective officers, directors, employees, owners, agents, suppliers, contractors, partners, information providers, and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs, and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with any use by or conduct of the Customer in relation to the Services, any arrangements made with any third party as a result of using the Services or any breach of any of the provisions of the Conditions or of any law or the rights of any third party.

8.7 Troo has given commitments as to the compliance of the Services with the relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 Unless the Customer notifies Troo that it intends to make a claim within the notice period, Troo have no liability for that event. The notice period for an event shall start on the day on which the Customer became or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the factual and legal basis for the claim in reasonable detail and must provide all supporting documents it intends to rely upon.

8.9 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 Without affecting another right or remedy available to Troo, Troo may terminate the Contract and/or suspend the supply or Services immediately upon written notice if;

- a) The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so;
- b) Any breach of clause 5.2;
- c) The Customer commits a Customer Default;
- d) The Customer suspends, or threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- e) In the reasonable opinion of Troo, the Customer's financial position deteriorates to such extent that the Customer is unable to adequately fill its obligations under the Utility Contract

10. Consequences of Termination

10.1 On suspension or termination of the Contract (as the case may be), clause 5.4(b) and clause 5.4(c) shall apply.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. Intellectual Property

11.1 All intellectual property rights in Troo and the Services throughout the world belong to Troo. You have no intellectual property rights in, or to, Troo or the Services other than the right to use them in accordance with these terms.

11.2 We will provide you with information via email or by post. You must not modify the paper or digital copies of any materials provided by us in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.3 Our states (and that of any identified contributors) as the authors of content on our documentation must always be acknowledged.

11.4 You must not use any part of the content on our website for commercial purposes without our consent.

12. General

12.1 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.

12.2 Assignment and other dealings

- a) Troo may at time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract
- b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

12.3 Confidentiality

- a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or customers of the other party, except as permitted by clause 12.3(b). For the avoidance of doubt confidential information shall include but not be limited to, the Utility unit rate, Uplift and standing charge and the Utility Supplier.
- b) Each party may disclose the other party's confidential information:
 - i. To its employees, officers, representatives, contractors, subcontracts or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, offices, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - ii. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority
- c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract save that Troo shall be entitled to use the Customer's confidential information to provide to it any supplementary services.

12.4 No partnership or agency

- a) Nothing in these Conditions is intended to, or shall be deemed to establish any partnership or joint venture between Troo and the Customer or constitute any party the agent of another.

12.5 Entire Agreement

- a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations and understandings between them, whether written or oral, relating to this subject matter.
- b) The Customer acknowledges that in entering into the Contract it does not rely on and shall have remedies in respect to any statement, representation, assurance or warranty (whether made innocently or negligently) that it is not set out in these Conditions. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement prior to entry into the Contract.

12.6 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by a Director of Troo.

12.7 Waiver. A waiver of any right or remedy under the Contract or by the law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure to delay by a party to exercise any right or remedy provided under the Contract by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part provision of this Contract is deleted under this clause 12.8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original profile.

12.9 Notices

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)
- b) Any notice shall be deemed to have been received;
 - i. If delivered by hand, at the time the notice is left at the proper address;
 - ii. If sent by pre-paid first-class post or next working day delivery service, at 9.00am on the second Business Day after posting; or
 - iii. If sent by email at the time of transmission, or, if this fails outside business hours in the place of receipt, when business hours resume. In this clause 12.9(b)(iii) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- c) This clause 12.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.10 Third party rights

- a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.11 Governing Law. The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

12.13 Provider complaints process. Whilst Troo accepts no liability or responsibility for issues between Customers and Utility Suppliers, Troo may be able to assist Customers in liaising with Utility Suppliers regarding any complaints they may have.

12.14 Website. Troo does not guarantee that its website and email correspondence will be secure or free from bugs or viruses. Customers should always use their own virus protection software.

12.15 Dispute resolution. Troo is registered with The Energy Ombudsman under the membership number C35TROO01. A copy of our complaints procedure is available on request or via the website.