

Confused.com business energy is operated by Make It Cheaper Ltd. By entering your details on this website or calling any of the telephone numbers displayed on Confused.com business energy you are agreeing to Make It Cheaper's terms and conditions

## Terms & Conditions

In this document you will find the detailed terms and conditions of service for Make It Cheaper Ltd. If you would like to view the Make It Cheaper Financial Services Terms & Conditions, please [click here](#).

For your benefit and ease of use, we have set out below the principal terms which come into effect once a customer uses the Make It Cheaper Ltd switching service.

1. The circumstances under which Make It Cheaper Ltd will compensate customers for any loss occurring as a result of an act or omission made by Make It Cheaper Ltd in carrying out the Switching Service. See Clause 9.4 for more information.
2. The Make It Cheaper Ltd Switching Service is free of any charges except when a customer subsequently decides not to continue with the transfer after having agreed upon a verbal contract. See Clause 4.17 for more information.

If you have any specific questions in relation to our terms and conditions, our Customer Service team will be more than happy to help. Likewise if you feel that we did not handle your issue in the right way or there is a problem we might be able to fix, please get in touch. Your views are very important to us. If we have not delivered the standard of service you expected, or if we made a mistake, we would like to know. We will investigate the situation and set about putting it right as quickly as we can, if we can. We don't want to make the same mistake again so your feedback is very important to us.

**Make It Cheaper's Customer Service Team can be reached on freephone 0800 970 0226**

## TERMS AND CONDITIONS OF SERVICE

These Terms govern the use by the Customer of any of the Services that MIC agrees to provide to the Customer from time to time, whether via the Site, the Call Centre or otherwise. Please read these Terms carefully before accepting these Terms and using the Services. By using the Services you signify that you have read, understand and agree to be bound by these Terms as well as the terms and conditions set out in our Privacy Policy <https://www.makeitcheaper.com/company-information/privacy-policy.aspx> and the Website Terms of Use <https://www.makeitcheaper.com/company-information/terms-conditions.aspx>. If you do not agree to these Terms, the Privacy Policy and the Terms of Use, do not use the Services.

### 1. DEFINITIONS

The following definitions apply to these Terms and Conditions of Service (the "Terms"):

**Contract Cancellation Administration Fee:** has the meaning set out in clause 4.17.

**Call Centre:** means the call centre operated by MIC for the purposes of providing the Services.

**Contract Checking Service:** means the contract checking service that MIC agrees to provide to the Customer whereby MIC obtains, on the Customer's behalf, information about the Customer's existing contractual position with the Customer's Existing Supplier.

**Credit Score Criteria:** means the credit rating requirements as may be determined and required by MIC and/or the Supplier from time to time in order for a Customer to qualify to use the Services and contract with a Supplier.

**Customer:** means any non-domestic commercial customer who satisfies the eligibility requirements set out in clause 3.2 and to whom MIC agrees to supply any of the Services from time to time.

**Existing Supplier:** means the Customer's existing third party energy/utilities supplier.

**Intellectual Property Rights:** means any and all intellectual property rights, including without limitation; copyright, patents, rights in inventions, design rights, trademarks, service marks (in each case whether registered, unregistered or the subject of an application to register), moral rights, database rights, rights in computer programs, semi-conductor topographies, confidential information, trade secrets, know-how, business, trade and domain names, rights in goodwill and rights to bring a claim for passing off, unfair competition rights and all similar, like and analogous rights wherever held in the world and all extensions revivals and reversions thereof and, in each case, all equivalent forms of protection which subsist now or which subsist in the future.

**Letter of Authority:** means a letter that the Customer will sign authorising MIC to act on its behalf and to contact and liaise with the Customer's Existing Supplier, as may be required in the course of MIC providing the Services.

**MIC:** means Make It Cheaper Limited, which is a company registered in England and Wales under company number 05949018 and which has its registered office at Aston House, Cornwall Avenue, London N3 1LF. Make It Cheaper Limited's trading address is 5th Floor, Lloyds Chambers, 1 Portsoken Street, London, E1 8BT.

**Price Comparison Service:** means the price comparison service that MIC agrees to provide to the Customer whereby the Customer is provided with free, impartial information on Suppliers' prices in relation to the services and products offered by the Suppliers, as is more particularly set out in <https://www.makeitcheaper.com/company-information/complaints-procedure-and-promise.aspx>.

**Quotation:** means a quotation provided to the Customer by MIC on behalf a Supplier which sets out the terms and prices upon which a Supplier may be prepared to supply the Supplier Services to the Customer.

**Do It For You:** means the renewal service that MIC provides to the Customer whereby the Customer appoint MIC as its exclusive agent with authority to negotiate, secure and enter into on behalf of the Customer new Supply Contracts and to terminate any existing Supply

Contracts relating to each separate Supply Number during the Term applicable to any such Supply Number.

**Services:** the services provided by MIC whether via the Site, the Call Centre or otherwise, to which the Customer chooses to subscribe from time to time, which shall include the Price Comparison Service, Do It For You, the Switching Service and the Contract Checking Service.

**Site:** means the website [www.makeitcheaper.com](http://www.makeitcheaper.com)

**Supplier:** means any third party energy/utilities supplier of services and/or products as may be selected by MIC and/or listed on the Site from time to time.

**Supplier Services:** means the energy/utilities supply services and/or products as may be agreed to be provided by a Supplier to a Customer from time to time.

**Supply Contracts:** means contracts with energy Suppliers for the supply of electricity and/or gas.

**Supply Number:** means electricity or gas meter points with administration or reference numbers.

**Switching Service:** means the switching service that MIC agrees to provide to the Customer whereby MIC agrees to either: (i) facilitate the switching of the Customer to the Supplier; or (ii) assist in the renegotiation of the Customer's arrangements with its Existing Supplier; in each case if the Customer has accepted a Supplier's Quotation presented to it as part of the Price Comparison Service, as is more particularly set out in <https://www.makeitcheaper.com/company-information/complaints-procedure-and-promise.aspx>.

## 2. Application of Terms

2.1 Subject to clause 2.2 below, these Terms shall apply to the provision of any Service by MIC to a Customer and shall apply in place of, prevail over and supersede any other terms or conditions contained or referred to elsewhere (whether in correspondence or otherwise) or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by MIC or a MIC authorised representative.

2.2 From time to time MIC may supplement these Terms with additional terms relevant to the provision of certain Services, including without limitation the Contract Management Services. These additional terms may be placed on the Site and/or sent to you and you agree that any such additional terms are hereby incorporated into these Terms.

## 3. Subscribing to the Services

3.1 In order to use any of the Services, the Customer will need to register with MIC via the Call Centre or the Site. MIC may, in their sole discretion, refuse to register any business as a Customer.

3.2 In order to be eligible to register to use the Services, the Customer must:

a) be a business that is resident in the UK;

- b) be aged eighteen years or over (if a sole trader);
- c) meet any Credit Score Criteria required by MIC and/or any Supplier; and
- d) be able to provide MIC with all such relevant information as MIC may require in order to provide the Services to the Customer.

#### **4. Provision of Services**

##### Price Comparison Service

4.1 If the Customer opts for and MIC agrees to provide the Price Comparison Service, MIC will use its reasonable endeavours to negotiate and secure as favourable and competitive prices as possible on behalf of the Customer and will provide the Customer with any relevant Quotations obtained by the Suppliers for consideration by the Customer. MIC and the Supplier reserve the right to revise, amend or withdraw any Quotation at any time upon informing the Customer.

4.2 The provision of any Quotation by a Supplier via MIC does not constitute an offer to the Customer and the terms of a Quotation and duration for which any Quotation will be valid will vary depending on the Supplier. The Customer's acceptance of a Quotation constitutes a non-revocable offer by the Customer to engage the Supplier to provide the Supplier Services and once such an offer has been made by the Customer, the Customer shall be committed to such offer and shall not be entitled to revoke the offer.

4.3 All offers made by Customers shall be subject at all times to the Supplier's acceptance and the Supplier shall be entitled at any time to refuse to accept a Customer's offer for any reason at the Supplier's sole discretion. No offer placed by the Customer shall be accepted by the Supplier other than: (a) by a written acknowledgement issued and executed by the Supplier; or (b) (if earlier) by the Supplier starting to provide any of the Services.

##### **Do It For You Service**

4.4 If the Customer opts for and MIC agrees to provide the Do It For You Service, MIC will use all reasonable endeavours to secure a new Supply Contract relating to any Supply Number at the best available rates for which the customer is then eligible from Energy Suppliers featured in the MIC Supplier Panel.

4.5 The Do It For You service will commence on the date the Customer signs a copy of the Do It For You contract and end on the date on which either the customer or MIC terminates the agreement in accordance with the directions on the Do It For You Contract.

4.6 By signing the Do It For You contract the Customer agrees to the terms of that contract which also includes these general MIC Terms and Conditions of Service.

4.7 The Customer then appoints MIC to act as its exclusive agent in relation to the negotiation and execution of a new Supply Contract once the then existing Supply Contract has reached its Do It For You date for that Supply Number or the first business day thereafter.

4.8 The Do It For You Date is one of twelve possible dates in the calendar year, with one occurring every calendar month. MIC will select the most suitable date that provides the

optimum time frame to secure your new Supply Contract. The date is stated in the Do It For You contract and will be confirmed to the customer when signing.

4.9 The Customer has the right to terminate the Do It For You Service Contract by following the directions in the Do It For You contract, and MIC will take no action on the next Do It For You Date for any Supply Number (s) in respect of which Term of its appointment has been terminated.

4.10 MIC will provide the Customer with updates at appropriate times to their designated email account detailing the status of the Supply Contracts, the Do It For You dates for each Supply Contract, and a reminder of how to revoke the Do It For You contract with MIC.

4.11 The Customer undertakes to inform MIC promptly, and not less than 5 working days prior to any relevant Do It For You date of the following:

- 4.11.1 A change of tenancy (COT) of the Customer
- 4.11.2 Any significant increase or decrease of electricity or gas requirements at the Customer's premises.
- 4.11.3 If the Customer's business changes hands or another party assumes financial responsibility.
- 4.11.4 If the Customer's designated email address changes.
- 4.11.5 If the Customer's business ceases trading, or enters into any form of insolvency procedure.

Any changes should be sent to MIC via email at [DoItForYou@makeitcheaper.com](mailto:DoItForYou@makeitcheaper.com) or to our address.

4.12 In the event that a new Supply Contract does not go live for any unforeseen reason beyond MIC's control, the applicable Supply Number will be removed from the Do It For You contract, other Supply Numbers on the contract will not be affected.

4.13 We may check your credit score before the contract starts, before the start of a pricing period and at other times during this contract.

### **Switching Service**

4.14 If the Customer makes an offer based on a Quotation and if the Supplier accepts the Customer's offer, MIC will provide the Switching Service which will include organising the contract between the Supplier and the Customer (the "Contract") for the supply and purchase of the Supplier Services. MIC shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to effecting any transfer.

4.15 MIC will arrange the Contract based on the information provided by the Customer to MIC. Prior to completion of the Contract, the Customer's information will be confirmed by MIC with the Customer by email, via the Call Centre or by letter. It is the Customer's responsibility to ensure at this point that all the Customer information is true, accurate, complete, reliable and current in all respects and to inform MIC promptly if there are any errors and/or if any amendments are required. If any of the Customer information needs to be amended or rectified, this may result in the transfer being delayed or rejected by the Supplier.

4.16 Once the Contract is in final form, MIC will send a summary of the key terms of the Contract to the Customer. The Customer must check that all the details are correct and must inform MIC of any errors and/or amendments within 24 hours of receipt.

4.17 If a Customer subsequently decides to not proceed with providing its custom to the Supplier in respect of which MIC has performed the Price Comparison Service and the Switching Service, MIC shall be entitled to charge the Customer an administration fee of £150 plus VAT (the "Contract Cancellation Administration Fee").

4.18 The Customer agrees that within reasonable time and by no later than 15 days prior to the last day upon which notice to terminate the Contract can be served by the Customer, the Customer shall contact MIC so as to enable MIC to perform the Price Comparison Service again on behalf of the Customer. MIC shall also be entitled, but not obliged to, contact the Customer for the same purpose.

4.19 The Customer acknowledges that by entering into a Contract with a Supplier, the Customer will be contracting directly with the Supplier and not with MIC. The Customer agrees that MIC is not liable in any way in relation to any transactions, dealings or arrangements of any kind made between the Customer and any Supplier and that any such transaction, dealing or arrangements (including, without limitation, any payment obligations of the Customer thereunder) are the Customer's sole risk and responsibility.

### **Contract Checking Service**

4.20 If the Customer opts for and MIC agrees to provide the Contract Checking Service, the Customer will be required to sign a Letter of Authority authorising MIC to contact and liaise directly with the Customer's Existing Supplier and the Customer agrees to promptly provide to MIC all such information and assistance as MIC may require in order to carry out the Contract Checking Service.

4.21 Upon receipt of a signed Letter of Authority MIC will send to the Customer's Existing Supplier a questionnaire requesting details of the key terms of the Customer's arrangements with the Existing Supplier, including the contract end date, notice period, termination process, current prices and details of the Customer's consumption.

4.22 Once MIC has received a response to the questionnaire from the Existing Supplier, MIC will use its reasonable endeavours to forward such response to the Customer. However, MIC shall not be responsible for any delay or failure by the Existing Supplier to respond to the questionnaire and/or to cooperate with MIC in relation to any request MIC may make whilst performing the Contract Checking Service.

4.23 For the avoidance of doubt, MIC shall not be responsible for the provision of any Supplier Services.

### **5. Charges**

5.1 Save in respect of clause 4.17 above, MIC will provide the Services free of charge. However, MIC reserves the right to be entitled to charge for any of the Services and/or impose charges at any time in its sole discretion, upon reasonable notification to the Customer. If the Customer does not agree to such charges, the Customer shall be entitled to opt out of receiving the Services to which it had subscribed.

5.2 Any Administration Fee payable under clause 4.17 above shall be payable to MIC by no later than 30 days from the date of the invoice for the same.

5.3 Without prejudice to MIC's other rights and remedies, if the Customer fails to pay when due any amount payable by it under or in connection with these Terms, it shall forthwith on demand by MIC pay interest on the overdue amount from the due date until the date of actual payment (after as well as before judgment) at the rate of 8 per cent per annum or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, MIC reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **6. Customer's obligations**

6.1 In addition to the Customer's other obligations set out in these Terms, the Customer warrants, represents and undertakes:

a) to co-operate with the Supplier(s) in all matters relating to the Services including, without limitation, providing all relevant information in a timely manner as the Supplier(s) and/or MIC may require from time to time and that all such Customer information will be true, accurate, complete, reliable and current in all respects;

b) to comply at all times with these Terms and any applicable terms and conditions imposed by a Supplier in relation to the supply of the Supplier Services;

c) that any password, user details and/or account number allocated to or created by the Customer to enable the Customer to use the Services shall be kept confidential by the Customer at all times. MIC will be entitled to assume that any person using the Customer's password, user details and/or account number is the Customer or someone doing so with the Customer's permission. The Customer shall be responsible and liable for any actions of any person using the Customer's password, user details and/or account number and shall immediately notify MIC of any unauthorised use of the same.

## **7. Intellectual property rights**

The Customer agrees that any and all Intellectual Property Rights in or to the Services, any information and/or materials provided the Customer, the Site and any content therein (including, without limitation, the look and feel of the Site) shall remain owned by MIC and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of MIC's (and/or its licensors') Intellectual Property Rights and may expose the Customer to both civil and criminal liability.

## **8. Termination**

8.1 Without prejudice to the foregoing and any other rights and remedies that MIC may have, MIC shall be entitled to terminate or suspend the Services immediately upon written notice to the Customer in the event that: (a) the Customer is in breach of any of the provisions of these Terms and that in the case of a breach capable of remedy, such breach shall not have been remedied within 7 days of the date of a written notice from MIC to the Customer specifying such breach; or (b) MIC suspects on reasonable grounds that the Customer may have committed or attempted to have committed any fraud against MIC and/or any Supplier.

8.2 The Customer hereby agrees to indemnify, keep indemnified, defend and hold MIC and its parent companies, subsidiaries, affiliates and each of their 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 of 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 any of the Services, any transactions, dealings or arrangements made with any third party as a result of using the Services or any breach of any of the provisions of these Terms or of any law or the rights of any third party.

## **9. Limitation on Liability**

9.1 MIC will exercise all reasonable skill and care in providing the Services. However, the performance of the Services by MIC may be dependent upon third parties (including, without limitation, Suppliers and Existing Suppliers) and MIC is 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 MIC.

9.2 MIC shall use its reasonable endeavours to ensure that all pricing information provided by MIC to the Customer as part of the Pricing Comparison Service is accurate, current and reliable in all material respects. However, save in respect of the foregoing, MIC does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purposes or legality of any information accessed as a result of the Customer's use of the Services, the Site or the Call Centre or otherwise communicated by MIC to the Customer.

9.3 Except as expressly provided in these Terms, the Services and the Site are provided on an "as is" basis without representation or warranty of any kind and to the fullest extent permissible pursuant to applicable law MIC disclaims all other conditions, representations, statements and warranties, either express or implied (whether by common law, custom, statute or otherwise).

9.4 Subject to the foregoing, if by any mistake, act or omission of MIC in the performance of the Services, the Customer suffers a direct financial loss as a result of such mistake, act or omission, MIC will compensate the Customer for such direct loss on the following basis:

a) the Customer must submit any claim within 3 months of identifying the mistake, act or omission that has resulted in such direct loss and must follow MIC's claims process, as is more particularly set out in <http://www.makeitcheaper.com/about-us/claims-process.aspx>; and

b) MIC's total liability for all losses of whatever nature suffered by the Customer as a result of such mistake, act or omission is strictly limited to the lesser of: (i) the amount that the Customer would have saved but for MIC's mistake, act or omission; or (ii) the commission fee earned by MIC from the Supplier as a result of MIC securing and finalising the Contract between the Supplier and the Customer, which can be found by emailing the customer ID to [commission@makeitcheaper.com](mailto:commission@makeitcheaper.com).

c) Subject to clause 9.6, the Customer acknowledges and agrees that MIC 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 the Customer's 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, the Services, the Site and/or any use thereof, in each case even if MIC has been forewarned or is aware of the possibility of such loss or damage.

9.5 MIC does not exclude or limit its liability (if any) in any way:

a) for death or personal injury caused by MIC's negligence;

b) for fraud or fraudulent misrepresentation; or

c) for any matter from which it is unlawful to exclude, or attempt to exclude, MIC's liability.

## **10. Data protection**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Customer in accordance with MIC's Privacy Policy, as is more particularly set out in our [Privacy Policy](#). The Customer also grants MIC permission to investigate their supply details on the relevant industry databases (including but not limited to Transco, Xoserve, ECOES, Companies House, HRMC, The Charity Commission for England and Wales) in order to provide any quotation, or facilitate any contract or transfer.

## **11. Force majeure**

MIC shall have no liability to the Customer if it is prevented from or delayed in performing any of its obligations in relation to the provision of any of the Services, or from carrying on its business, by acts, events, omissions or accidents beyond MIC's reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of MIC or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, and MIC shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

## **12. No Waiver**

Any failure or delay by MIC to enforce any of its rights under these Terms is not to be taken as or deemed to be a waiver of that or any other right unless MIC acknowledges and agrees to such a waiver in writing.

## **13. Severability**

If any clause or part of a clause of these Terms is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these

Terms. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms.

#### **14. Third Party Rights**

Except as expressly provided in clause 8.2, the parties agree that the provisions of these Terms are personal to them and are not intended to confer any rights of enforcement on any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract or to any of its provisions, other than clause 8.2.

#### **15. Transfer of rights and obligations**

15.1 These Terms are binding on the Customer and MIC and on each parties' respective successors and assigns.

15.2 The Customer may not transfer, assign, charge or otherwise dispose of these Terms, or any of its rights or obligations arising under them, without MIC's prior written consent.

15.3 MIC may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of its rights or obligations arising under them.

#### **16. Entire Agreement**

The warranties, exclusions and other express provisions of these Terms, the Privacy Policy and the Terms of Use set out the full extent of our obligations and liabilities concerning the subject matter and supersede any previous agreements between the parties relating thereto.

#### **17. Governing Law and Jurisdiction**

These Terms are governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

*Last updated: 12.30pm on 31/03/2017*