

## **Energy Renewal Savings Guarantee**

### **1. Introduction**

Business Energy Search is a trading style of Tritility Limited.

This document sets out the terms and conditions in connection with the offer by Tritility Limited (referred to in these terms and conditions as “Tritility”) to guarantee to beat your existing energy suppliers initial renewal quote (the “Savings Guarantee”).

### **2. Promotion term**

This promotion will run from 10/5/2022 until 31/12/2022. It may be withdrawn by Tritility at any time, and without notice.

### **3. The promotion**

We will endeavour to beat the overall forecast annual cost of any one, two or three-year **fully fixed** electricity or gas **initial** renewal offer, based on the annual consumption confirmed from your existing supplier. We will use the same annual consumption for each year. Our cost comparisons will exclude VAT and CCL (Climate Change Levy) but will include FiT (Feed-in Tariff) contribution payments. If we are unable to provide your business with a quote which is cheaper per annum than your existing suppliers **initial** renewal offer then, subject to the terms of this document, we will pay your business £1,000. The Savings Guarantee excludes any promotion offered by your existing supplier such as cashback or other incentives.

### **4. Claims process**

- 4.1 To make a claim, forward written confirmation of your initial renewal quote to [info@businessenergysavings.com](mailto:info@businessenergysavings.com). On receipt, Tritility will then have 7 days to better the quote.
- 4.2 If after 7 days Tritility cannot offer a cheaper overall yearly forecasted quote, the written confirmation must be re-submitted with any additional information as may be requested by us for validation. Tritility will have a further 28 days to validate the quote. If we are reasonably satisfied that it is genuine, we will issue a cheque payable to the business for whom we provided the initial quote.
- 4.3 Payments will only be made to the business presently named on your energy bills and will not be applicable to VAT.

### **5. Eligibility**

This offer is open to new clients of Tritility (defined as any business who has never used any of Tritility’s services in the past) who meet the following eligibility criteria:

- 5.1 You are a bona fide business energy consumer and are comparing rates for non-domestic energy meters.
- 5.2 You must have received your energy renewal quote and your contract must be due for renewal within the next 180 days.
- 5.3 Your energy renewal quote must be for a fully fixed contract of either 12, 24 or 36 months in duration.
- 5.4 You must not have already accepted a renewal from your existing supplier or agreed a new supply with a new supplier.
- 5.5 Your existing supplier must confirm that the quote they provided was valid you're your acceptance at the date and time that Tritility presented you with a higher quote.
- 5.6 This guarantee relates to your existing supplier's **initial** renewal quote only. This means the first quote you are offered before any negotiation. For the avoidance of doubt, if you are subsequently able to negotiate a better deal from your existing supplier, this guarantee will not apply.
- 5.7 You must provide Tritility with all necessary information to quote, for example, details relating to your premises, company and energy consumption.
- 5.8 You must be able to provide written evidence of your lower renewal quote to claim and provide consent for us to validate the authenticity of the quote with your existing supplier. You must also provide any additional information for this purpose if required by us.
- 5.9 The Savings Guarantee promotion is available to SME (small-medium size) businesses with less than 10 non-half hourly electricity or non-daily metered gas sites who use less than a combined total of 1,000,000kWh of electricity or 1,500,000kWh of gas each year. Half-Hourly electricity meters are not eligible for this promotion.
- 5.10 The Savings Guarantee applies only to the initial renewal offer received directly from your supplier and does not apply to renewal offers received through third party intermediaries (TPI's).
- 5.11 Your business must be able to satisfy the proposed suppliers standard credit check.
- 5.12 The proposed legal entity responsible for your energy contract quoted through Tritility must match exactly the entity for whom your existing supplier has offered a renewal price.

## 6. **Entire agreement**

This document contains the entire agreement between the claimant of the guarantee and Tritility with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of either party.

**7. Exclusion of liability**

Outside of its obligation to pay out the £1,000 guarantee, this document confers no other legal obligations on Tritility nor does it confer any other legal rights on any party who, on providing adequate consideration, becomes a party to this document. Tritility is hereby released from any and all liability which may arise from this document in respect of any and all losses directly or indirectly suffered by any other party to it, except insofar as the £1,000 guarantee as provided in clause 3 of this document.

**8. Law and jurisdiction**

This promotion shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, proceedings or claim relating to this promotion (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**9. Promotor**

This promotion is operated by Tritility Limited, registered in England and Wales under company number: 11790834 at Tritility, Waterloo Road, Washington, Tyne and Wear, NE37 3BJ. For any queries please email [info@businessenergysearch.com](mailto:info@businessenergysearch.com) or telephone us on 0191 367 3676.