**Terms and Conditions**

In this document, you will find the detailed terms and conditions of service for Switch UK Online Ltd.

For your benefit and ease of use, we have highlighted the following conditions to explain how we will put things right if have done something wrong, the circumstances in which you may be charged directly, and how we as a business earn our money.

1. The circumstances under which Switch UK Online Ltd will compensate customers for any loss occurring as a result of an act or omission made by Switch UK Online Ltd in carrying out the Services are set out at Clause 9.4.

2. There is no fee due from a customer directly to Switch UK Online Ltd for its Switching Service (or any other Service), except when a customer subsequently decides not to continue with the transfer to the new energy supplier after having agreed upon a contract, in which case Switch UK Online Ltd may charge an administration fee. See Clause 4.18 for more information.

3. Switch UK Online Ltd makes its money through receiving commission from the energy supplier we switch you to, or your current supplier if we renew your existing contract for you. Switch UK Online its commission directly from the supplier based on the estimated consumption for the term of that contract and the commission agreement with the supplier.

This commission is included in the rates we arrange for you with the supplier, there are no extra payments that you have to pay directly to us.

Some suppliers may make additional payments to us based on the size and/or profitability of our account with them, or new initiatives; for instance, if we place more than one of your meters, or arrange a certain volume of contracts and/or repeat contracts with a supplier, they may pay us more commission than for a single switch.

Additionally, we may continue to receive a commission with the supplier we place you with after your contract has ended, but you haven’t renewed your contract or switched elsewhere.

We are happy to share with you how much commission we may have earned, and you can request this at any time by contacting us, by email, post, or phone. See clauses 5.2 and 5.3 for more information.

4. Switch UK Online Ltd will arrange the Contract based on the information provided by the Customer to Switch UK Online Ltd. Prior to completion of the Contract, the Customer’s information will be confirmed by Switch UK Online Ltd 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 Switch UK Online Ltd 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.

See clause 4.16 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.

Switch UK Online Ltd Customer Service Team can be reached on **0161 205 4336**

**TERMS AND CONDITIONS OF SERVICE**

These Terms govern the use by the Customer of any of the Services that Switch UK Online Ltd 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://switchukonline.com/about-switchukonline/privacy

If you do not agree to these Terms and the Privacy Policy, do not use the Services.

**1. Definitions**

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

Switch UK Online Limited, which is a company registered in England and Wales under company number 07842697 and which has its registered and trading office at The Old Dye Works, Smedley Lane, Manchester. M8 OLU.

**Contract Cancellation Administration Fee**: has the meaning set out in clause 4.18.

**Call Centre**: means the call centre operated by Switch UK Online Ltd for the purposes of providing the Services.

**Contract Checking Service**: this means the contract checking service that Switch UK Online Ltd agrees to provide to the Customer whereby Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd agrees to supply any of the Services from time to time.

**Renewal service:** means that Switch UK Online Ltd provides to the Customer whereby the Customer appoints Switch UK Online Ltd as its exclusive agent with authority to negotiate, secure and enter into new Supply Contracts on behalf of the Customer and to terminate any existing Supply Contracts relating to each separate Supply Number during the Term applicable to any such Supply Number.

**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 Switch UK Online Ltd to act on its behalf and to contact and liaise with the Customer’s Existing Supplier, as may be required in the course of Switch UK Online Ltd providing the Services.

**Price Comparison Service**: means the price comparison service that Switch UK Online Ltd agrees to provide to the Customer whereby the Customer is provided with impartial information on Suppliers’ prices in relation to the services and products offered by the Suppliers.

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

**Services**: the services provided by Switch UK Online Ltd 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, the Switching Service and the Contract Checking Service.

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

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

**Supplier Services**: means the energy/utility 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 Switch UK Online Ltd agrees to provide to the Customer whereby Switch UK Online Ltd 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.

**2. Application of terms**

2.1 Subject to clause 2.2 below, these Terms shall apply to the provision of any Service by Switch UK Online Ltd 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 Switch UK Online Ltd or a Switch UK Online Ltd authorised representative.

2.2 From time to time Switch UK Online Ltd 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 Switch UK Online Ltd via the Call Centre or the Site. Switch UK Online Ltd 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 Switch UK Online Ltd and/or any Supplier; and

d) be able to provide Switch UK Online Ltd with all such relevant information as Switch UK Online Ltd 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 Switch UK Online Ltd agrees to provide the Price Comparison Service, Switch UK Online Ltd 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. Switch UK Online Ltd 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 Switch UK Online Ltd 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.

**Switching Service**

4.15 If the Customer makes an offer based on a Quotation and if the Supplier accepts the Customer’s offer, Switch UK Online Ltd 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. Switch UK Online Ltd shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to effecting any transfer.

4.16 Switch UK Online Ltd will arrange the Contract based on the information provided by the Customer to Switch UK Online Ltd. Prior to completion of the Contract, the Customer’s information will be confirmed by Switch UK Online Ltd 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 Switch UK Online Ltd 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.

4.17 Once the Contract is in final form, Switch UK Online Ltd 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 Switch UK Online Ltd of any errors and/or amendments within 24 hours of receipt.

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

4.19 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 Switch UK Online Ltd so as to enable Switch UK Online Ltd to perform the Price Comparison Service again on behalf of the Customer. Switch UK Online Ltd shall also be entitled, but not obliged to, contact the Customer for the same purpose.

4.20 The Customer acknowledges that by entering into a contract with a Supplier, the Customer will be contracting directly with the Supplier and not with Switch UK Online Ltd. The Customer agrees that Switch UK Online Ltd 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**

4.21 If the Customer opts for and Switch UK Online Ltd agrees to provide the Contract Checking Service, the Customer will be required to sign a [Letter of Authority](https://bionic.co.uk/business-energy/guides/what-is-a-letter-of-authority/) authorising Switch UK Online Ltd to contact and liaise directly with the Customer’s Existing Supplier and the Customer agrees to promptly provide to Switch UK Online Ltd all such information and assistance as Switch UK Online Ltd may require in order to carry out the Contract Checking Service.

4.22 Upon receipt of a signed Letter of Authority Switch UK Online Ltd 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.

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

4.24 For the avoidance of doubt, Switch UK Online Ltd shall not be responsible for the provision of any Supplier Services.

**5. Charges**

5.1 Save in respect of clause 4.18 above, there is no fee due from a customer to Switch UK Online Ltd for providing the Services. However, Switch UK Online Ltd 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 Switch UK Online Ltd is remunerated by commission from the Supplier as a result of Switch UK Online Ltd securing and finalising the Supply Contract between the Customer and the Supplier. This commission is included in the rates Switch UK Online Ltd arranges for the Customer and is based on the estimated consumption for the term of the Supply Contract and the commission agreement we have with the Supplier. There are no extra payments that the Customer has to pay directly to Switch UK Online Ltd.

Some Suppliers may make additional payments to Bionic based on the size and/or profitability of its account with that Supplier or new initiatives; for instance if Switch UK Online Ltd places more than one meter for a Customer, or arranges a certain volume of contracts and/or repeat contracts with a Supplier, that Supplier may pay Switch UK Online Ltd more commission than for a single switch.

Additionally, Switch UK Online Ltd may continue to receive commission from the Supplier Switch UK Online Ltd places a customer with after their contract has ended, but the Customer has not renewed their contract or switched elsewhere.

Switch UK Online Ltd earns commission in order to make sure it can keep providing you with the best possible and most comprehensive service. Switch UK Online Ltd measures the amount of commission it will earn on any one contract or meter per year in order to gain a fair return while balancing customer needs and ensure we retain trust from our customers and maintain a competitive position in the market.

5.3 The Customer can request the amount of commission that Switch UK Online Ltd has received as a result of arranging the Supply Contract, by email, post or phone.

5.4 Any Administration Fee payable under clause 4.18 above shall be payable to Switch UK Online Ltd by no later than 30 days from the date of the invoice for the same.

5.5 Without prejudice to Switch UK Online Ltd 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 Switch UK Online Ltd 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, Bionic 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 Switch UK Online Ltd 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. Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of Switch UK Online Ltd (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 Switch UK Online Ltd may have, Switch UK Online Ltd 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 Switch UK Online Ltd to the Customer specifying such breach; or (b) Bionic suspects on reasonable grounds that the Customer may have committed or attempted to have committed any fraud against Bionic and/or any Supplier.

8.2 The Customer hereby agrees to indemnify, keep indemnified, defend and hold Switch UK Online Ltd and its affiliates and each of their respective 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 Switch UK Online Ltd will exercise all reasonable skill and care in providing the Services. However, the performance of the Services by Switch UK Online Ltd may be dependent upon third parties (including, without limitation, Suppliers and Existing Suppliers) and Switch UK Online Ltd 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 Switch UK Online Ltd.

9.2 Switch UK Online Ltd shall use its reasonable endeavours to ensure that all pricing information provided by Switch UK Online Ltd 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, Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd in the performance of the Services, the Customer suffers a direct financial loss as a result of such mistake, act or omission, Switch UK Online Ltd 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 Switch UK Online Ltd claims process, as is more particularly set out in <https://switchukonline.com/complaints/>

; and

b) Switch UK Online Ltd 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 Switch UK Online Ltd mistake, act or omission; or (ii) the commission fee earned by Switch UK Online Ltd from the Supplier as a result of Switch UK Online Ltd securing and finalising the Contract between the Supplier and the Customer. Subject to clause 9.5, the Customer acknowledges and agrees that Switch UK Online Ltd 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 Switch UK Online Ltd has been forewarned or is aware of the possibility of such loss or damage.

9.5 Switch UK Online Ltd does not exclude or limit its liability (if any) in any way:

a) for death or personal injury caused by Switch UK Online Ltd negligence.

b) for fraud or fraudulent misrepresentation; or

c) for any matter from which it is unlawful to exclude, or attempt to exclude, Switch UK Online Ltd 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 Switch UK Online Ltd Privacy Policy, as is more particularly set out in <https://switchukonline.com/privacy>

The Customer also grants Switch UK Online Ltd 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**

Switch UK Online Ltd 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 Switch UK Online Ltd reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd 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 Switch UK Online Ltd prior written consent.

15.3 Switch UK Online Ltd 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.