



# Energy Terms & Conditions

## **JDNetworks Ltd – Utilities Terms and Conditions**

The following document sets out the terms and conditions of service for JDNetworks Limited / JDEnergy Ltd t/a JDNetworks/JDN/ JDEnergy for utilities.

It is important that you read these terms and conditions carefully. By using our service/s you signify that you have read, understood, and agree to be bound by these terms and conditions.

### **Switching Service**

JDN provides a switching service to UK businesses. To be eligible to use this service you must be;

1. A business that is resident in the UK;
2. Eighteen years or older (if a sole trader);
3. Meet the credit scoring requirements of any supplier (if applicable)

We reserve the right to refuse to provide our services to any customer at our discretion.

If the customer agrees to use our services, JDN will use its reasonable endeavours to identify, negotiate and secure competitive energy prices.

The customer agrees to provide JDN with accurate information to allow accurate quotations to be obtained – including estimated or actual usage of energy and contract end dates.

If the customer accepts a quotation and a contract is executed between the customer and the supplier, the customer will also be subject to the terms and conditions of the supplier.

The supplier shall be entitled at any time to refuse to enter a contract with the customer.

JDN will not be responsible for any delays or failures caused by either the customer, the proposed supplier, or any existing supplier in relation to effecting either a transfer of supply or renewal of supply.

The customer acknowledges that they are entering into a contract with a supplier for the provision of energy supply and not with JDN. The customer agrees that JDN is not liable in any way for any dealings, contracts or transactions between the customer and the supplier and that any such transactions, contracts, dealings, or payment obligations are the customer's responsibility and risk.

The customer agrees and acknowledges that JDN is an independent energy broker and that JDN will not be acting as the customer's or supplier's agent.

The customer agrees that JDN are not responsible for the provision of any supplier services.

## **Charges**

JDN is remunerated directly by the suppliers and receives a commission for securing and finalising the contract between the customer and the energy supplier. This is usually by way of an uplift that is applied within your unit cost for energy.

The cost of JDN's service is therefore included within the cost of the energy contract that you agree with the supplier.

By way of example, we may secure a price for electricity at 16 pence per KWH and apply a 0.2p uplift. The contracted price offered would therefore be 16.2p. Our commission would be calculated as 0.2p multiplied by your annual energy consumption and multiplied by the contract term.

Our uplifts depend on the size of contract, length and other factors such as credit risks.

As we get paid by suppliers, we only offer prices from those suppliers on our panel and we cannot secure quotes from all suppliers in the UK.

## **Contract fees**

Where the contract between the customer and the supplier (facilitated by JDN) fails to proceed to live status or where the contract is cancelled or terminated before the end of its minimum term, JDN reserves the right to charge the customer a one off termination fee of £500 per meter plus 1.0 pence per kw multiplied by the customer's usage in the previous 12 months multiplied by the number of months in the minimum term of the contract or number of months remaining. This is in addition to any charges the supplier may also attempt to recover for the failed contract or early terminated contract.

This document can be either downloaded from our website, emailed or we can post for free on request.

At JDN, we work hard to make sure that things run as smoothly as possible for our customers. We take complaints very seriously and, if you're not completely satisfied with the service you have received, we have a formal complaints procedure in place to ensure we address the problem as quickly and efficiently as possible. If you are unhappy with any part of our service, please tell us. Your complaints give us a chance to put things right and an opportunity to improve our service to you and our customers in future. Our staff are highly trained and an important part of the training is identifying complaints. However, to avoid any delay or confusion it would be helpful to us if you would make it clear that you are making a complaint.

## **How to get in touch**

Complaints can be logged with us by:

Calling – 0113 2058120

Emailing – [complaints@jdnetworks.ltd.uk](mailto:complaints@jdnetworks.ltd.uk)

Writing/Letter – 10A Town Street, Leeds, West Yorkshire, LS28 5LD (we recommend recorded delivery)

Any formal dispute concerning your contract with us, where you consider that we are in material breach of contract or where you wish to terminate the contract must be in writing and sent to us at our registered office by recorded delivery post or by courier in accordance with our standard terms and conditions. Our Investigation procedure Once we receive your complaint, a complaints handler will then thoroughly investigate your complaint by considering the information you have provided and all relevant information. Sometimes, if possible, we will respond to your complaint straightaway. Depending on the nature of your complaint, we will always try to resolve the matter within 2 weeks if an instant response isn't possible. Some complaints, however, may take longer to resolve depending on their nature and the complexity of the issues or where we require information from third parties.

Once we have investigated your complaint we will notify you of the outcome. You can request a 'notification of outcome' email or letter if we have discussed the outcome with you over the telephone. At this stage we will also tell you that if we do not hear from you within 28 days, we will infer that the complaint has been resolved to your satisfaction. If you are not satisfied with the complaint handler's response you can ask the same person to reconsider the complaint and at that stage you should provide any further information that is relevant.

Once the complaint handler has revisited your complaint you will be provided with a stage 2 notification of outcome. You can ask to be notified by email or letter. If you are not satisfied by the stage 2 response you can ask for your complaint to be escalated to the final stage.

At the final stage your complaint will be reviewed by a senior complaints handler who will be different to the individual who first investigated your complaint. Where possible, we aim to complete the review within 1 week although it may take longer depending upon the amount of information to

be considered. If, after 8 weeks of notifying us of your complaint, it has not been resolved or we cannot agree on a resolution and even if we are still investigating your complaint, you will be issued with an 'ADR letter (alternative dispute resolution)'.

Once received or if we have informed you that we will not be taking any further steps to investigate your complaint, customers with no more than 10 employees (small business customers) may escalate the complaint to the Ombudsman Service's dispute resolution scheme.

The Ombudsman takes a free of charge, impartial look at the complaint, requests statements from both parties and then issues a binding decision based on the information received. You can contact Ombudsman Services by either:

Calling – 0330 440 1614

Emailing – [enquiry@ombudsman-services.org](mailto:enquiry@ombudsman-services.org)

Post – Ombudsman Services: Energy, P.O. Box 966, Warrington, WA4 9DF