



Grid Services Agreement and Terms and Conditions

September 2024



This Agreement is between Customer Name of Customer Address ("**You**") and Levelise Ltd, a company registered in England and Wales with company number 10653159 and whose registered office is at Synergy House, Woolpit Business Park, Woolpit, Bury St. Edmunds, Suffolk, England, IP30 9UP ("**Levelise**");

BACKGROUND:

- (a) **You** have a **Flexibility Asset(s)**, and/or **Smart Hub** at **Your Property**
- (b) **Levelise** is the **Smart Hub Controller**. This means it will be able to, via the **Smart Hub**, (i) monitor energy generation and consumption at **Your Property** in real time, and (ii) charge and discharge **Your Flexibility Asset** at its discretion; to undertake **Grid Services**.
- (c) **You** must (i) comply with the **Smart Hub Usage Obligations**, and (ii) download the **Levelise App**.
- (d) **This Agreement** sets out the terms on which **Levelise** shall provide **Grid Services** from **Levelise** for **You** in accordance with the standard of a **Reasonable and Prudent Operator**.

IT IS AGREED:

1 Definitions and interpretation

In **this Agreement**, the following definitions will apply:

"Agreement Date" means the date of **this Agreement**.

"Approvals" means all relevant and necessary consents, licences, permits and /or approvals, including but not limited to, any deed of covenant or landlord approval and/or those from local authorities in respect of network connection agreements, building regulations, planning permission, alterations to listed buildings and/or alterations carried out to a conservation area, and also including any notifications required by **Your FIT Licensee**.

"Change in law" means any change in any law (including but not limited to any statute, regulation and/or industry rules and including in relation to tax) of England and Wales, the United Kingdom (or any part thereof) or the European Union which is legally binding on **Levelise** and/or **You** and which relates to **Levelise's** and/or **Your** obligations under **this Agreement**.

"Contract Term" means the period from the **Conditions Satisfaction Date** until the date **this Agreement** is terminated in accordance with its terms.



"Controller" has the meaning given in the UK GDPR. **"Data Protection Legislation"** means any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the **Agreement Date** or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation the UK Data Protection Act 2018, the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419), the General Data Protection Regulation (EU) 2016/679 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, directions and orders issued from time to time under or in connection with any such law.

"Dashboard" means the section on the **Levelise App** which shows **You** all relevant details in relation to **Your Account** with **Levelise**.

"Demand Event" means a period of time as determined by **NGESO** when we may use **Your Flexibility Assets** to earn **You Smart Hub Benefits** by participating in the **Demand Flexibility Service**.

"Demand Flexibility Service" means **NGESO's** Demand Flexibility Service, an initiative to reward households for reducing energy usage during a **Demand Event**.

"End User Licence Minimum Terms" means the terms that **Levelise** is obliged (by its software licence) to ensure that **You** comply with so that **You** can use **the Smart Hub**.

"FIT" means the scheme introduced by the UK Government under the Energy Act 2008 and managed by Ofgem.

"FIT Export Payment" means a payment from **Your FIT Licensee** to **You** under the **FIT** scheme.

"FIT Generation Payment" means a payment from **Your FIT Licensee** to **You** under the **FIT** scheme.

"FIT Licensee" means an **Electricity Supplier**, who can offer **FIT** to **You**.

"FIT Register" means the electronic web-based system used to manage the **FIT** scheme.

"FlatPeak" means FlatPeak, the trading name of FlatPeak Technology Ltd (incorporated and registered in England and Wales with company number 13581791).

"Flexibility Assets" means electrical equipment approved by Levelise and which may or may not be installed by the Installer at **Your Property** that can be operated by the **Smart Hub** to provide **Grid Services**, including a battery energy storage system, solar photovoltaic inverter, electric vehicle charger, heat pump, hot water tank.

"Generating Station" means a facility capable of generating renewable electricity.



“Grid Services” means a set of energy demand reduction and/or energy demand increase services provided to the electricity system operator, NGESO and to other market participants in the electricity system.

“Installer” means an installer that is approved by **Levelise**.

“Levelise Affiliate” means a) any **Levelise** parent undertaking; and b) any subsidiary undertaking of **Levelise** or of its parent undertaking and the expressions ‘parent undertaking’ and ‘subsidiary undertaking’ shall have the same meaning as they have in the Companies Act 2006.

“Levelise App” means **Levelise’s** mobile application available at the Apple App Store or Google Play Store (App Store) to be used in accordance with the Acceptable Use policy.

“Levelise Website” means the website made available at "www.levelise.com", as updated or amended from time to time.

“Load Following Device” means any device installed in the home that responds to energy consumption or production in the home to alter the volume of energy imported from or exported to the grid.

“Member State” means Great Britain and Northern Ireland.

“NDS” means: (i) n3rgy data Ltd (incorporated and registered in England and Wales with company number 11712674), the provider of the n3rgy data service, details of which may be found at "https://n3rgy.com" (as updated and amended from time to time); and (ii) its parent undertaking, N3RGY LIMITED (incorporated and registered in England and Wales with company number 11203504).

“NGESO” means National Grid Electricity System Operator Limited, a company registered in England and Wales with company number 11014226 whose registered office is at 1-3 Strand, London WC2N 5EH.

“Ofgem” means the Office of Gas and Electricity Markets, a non-ministerial government department and an independent National Regulatory Authority whose registered office is 10 South Colonnade, Canary Wharf, London E14 4PU.

“Personal Data” has the meaning given in the UK GDPR.

“Property” means either of: (i) the property that **You** own and rent out for domestic use and in respect of which **You** have provided the **Required Broadband Connection**; or (ii) the property where **You** live and in which **You** own a freehold or leasehold interest in land, or (iii) the property where **You** live and in which **You** do not own a freehold or leasehold interest in land; and in each case **You** have obtained all required **Approvals** in relation to such property.



"Reasonable and Prudent Operator" means that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking and under the same circumstances which shall include compliance with manufacturer's manuals etc.

"REGO" means a Renewable Energy Guarantees of Origin certificate, issued via the scheme administrator **Ofgem**, certifying that the electricity in respect of which the certificate is issued, was electricity produced from renewable energy sources. One **REGO** is issued for every megawatt hour (MWh) of gross renewable electricity generated by an accredited generating station. Once issued, **REGOs** can be traded with or without the electricity to which they were issued.

"Required Broadband Connection" means a domestic broadband connection with spare Ethernet port connection and electrical socket to interact with the **Smart Hub** which is active and stable for use at a minimum 90% of the time.

"SEC" means the Smart Energy Code, as made available via the website "www.smartenergycodecompany.co.uk" (and as updated or amended from time to time).

"Smart Hub" means the piece of smart technology equipment that enables **Levelise** as the **Smart Hub Controller** to operate **Flexibility Assets** at **Your Property** and undertake **Grid Services**, in return for which **You** will receive the **Smart Hub Benefits** (subject to **You** complying with the **Terms and Conditions**).

"Smart Hub Benefits" mean those benefits being costs savings on **Your** energy bill that accrue to **You** as a result of **Levelise** optimizing **Your** energy consumption against a time of use tariff or participating in the **Demand Flexibility Service** during a **Demand Event**, or a monthly credit. This shall be calculated as a 70% share of the total income from third party contracts generated by **Levelise** in a given calendar month to which **Your Smart Hub** contributed to **Your Account** from **Levelise** and: (i) provided via the **Levelise App** and (ii) accruing monthly from the date which falls 90 days from the date on which **You** installed the **Smart Hub** and **Flexibility Asset** or 90 days from the **Agreement Date**, whichever is later and (iii) paid to **You** on a monthly basis after the date in (ii) via a credit to **Your** nominated Bank Account.

"Smart Hub Usage Obligations" means **You** have (i) signed **this Agreement**; and (ii) agreed to comply with the **End User Licence Minimum Terms** which allows **You** to use the **Smart Hub**; and (iii) agreed to comply with the Acceptable Use policy which allows **You** to use the **Levelise App**; and (iv) agreed to the **Levelise Privacy Policy**.

"Smart Meter" means the meter installed at **Your Property** for the purposes of measuring the supply of gas and/or electricity to, and the usage of gas and/or electricity by, **You**, with the capability of communications with remote diagnostics.



“Terms and Conditions” the terms and conditions set out in **this Agreement**.

“Your Account” means the record held by **Levelise** incorporating the performance of **Your Flexibility asset** and a record of any transactions and communications between **You** and **Levelise**.

- 1.1 Headings shall not affect the interpretation of **this Agreement**.
- 1.2 Words in the singular shall include the plural and vice versa.
- 1.3 A reference to one gender shall include a reference to the other genders.
- 1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Term and conditions precedent

- 2.1 Subject always to clause 2.2, **this Agreement** begins on the **Agreement Date** and shall continue until the end of the **Contract Term** (as may be extended by clause 9 of **this Agreement**).
- 2.2 **Levelise’s** obligations under **this Agreement** are conditional upon, and shall only come into effect on the date on which **Levelise** is satisfied, in its sole discretion, that **You** have satisfied all of the conditions set out in clause 2.3 below (**“the Conditions Satisfaction Date”**).
- 2.3 The conditions referred to in clause 2.2 are:
 - 2.3.1 **You** have a **Flexibility Asset** and **Smart Hub** installed at **Your Property**; and
 - 2.3.2 **You** have the **Required Broadband Connection**; and

3 Levelise’s obligations

- 3.1 **Levelise** shall control **Your Flexibility Assets**:
 - 3.1.1 with reasonable skill and care; and
 - 3.1.2 in accordance with the standard of a **Reasonable and Prudent Operator**; and
 - 3.1.3 in accordance with applicable laws, permits, consents, licences and regulations.
- 3.2 **Levelise** must notify **You** within 1 month if it becomes aware that it is not able to operate **Your Flexibility Asset** to undertake **Grid Services**. For the



purposes of this clause 3.2, **Levelise** shall notify **You** by email or via the **Levelise App**.

- 3.3 From the time that **You** download the **Levelise App** in accordance with the **Terms and Conditions**, **Levelise** shall provide **You** with access to **Your Dashboard** so that **You** can monitor **Your Flexibility Assets**, energy usage, etc.
- 3.4 **Levelise** must ensure that **Your Smart Hub Benefits** accrue from the date which falls 90 days from the date on which **You** installed the **Smart Hub** and **Flexibility Asset** or 90 days from the **Agreement Date**, whichever is later.

4 Your continuing obligations

4.1 **You** must:

- 4.1.1 maintain **Your** solar photovoltaic system, **Flexibility Assets** and **Smart Hub** in a good working state in accordance with the manufacturers' manuals and/or recommendations (including the user manual) during the **Term**; and
- 4.1.2 maintain **Your** solar photovoltaic system and **Flexibility Assets** in accordance with **Your** connection agreement with **Your** distribution network operator; and
- 4.1.3 ensure that the **Flexibility Asset** continues to be one that is approved by **Levelise** during the **Term**; and
- 4.1.4 ensure that the **Smart Hub** and/or the **Smart Hub** and **Flexibility Asset** remain connected to the internet via the broadband router in the **Property** as well as the mains electrical power supply at the **Property**; and
- 4.1.5 ensure at all times that separate to any on-site generation from the solar photovoltaic system to the **Property/Flexibility Asset**, the **Property** (and the **Flexibility Assets**) will otherwise continue to be supplied by an electricity supplier operating under a licence awarded to it pursuant to Section 6 of the Electricity Act 1989 or under an exemption to said Act
- 4.1.6 grant **Levelise** and the **Levelise Affiliates** the right to monitor the **Flexibility Asset** and take sole control, of the operation of the **Flexibility Asset**; and
- 4.1.7 ensure that there are no **Load Following Devices** installed and operating in **Your** home that have not been approved by **Levelise**; and



- 4.1.8 consent to the use of **Your** broadband connection for data sharing, which will be at least 1GB/month and 80Kbps; and
 - 4.1.9 maintain a connection to the manufacturer's portal for **Your Flexibility Assets** as required, accepting and complying with their terms and conditions of use; and
 - 4.1.10 consent to **Levelise** acting as **Your** agent for interactions with the manufacturer of **Your Flexibility Assets** to manage software updates for **Your Flexibility Assets** and to comply with the obligations in this agreement; and
 - 4.1.11 provide **Levelise** with accurate information regarding **Your** contact details, **Your** bank details for payments, **Your Flexibility Assets**, and **Your** import and export tariffs; and
 - 4.1.12 agree to **Levelise** acting as the exclusive controller of **Your Flexibility Assets** when participating in **Grid Services**; and
 - 4.1.13 comply with these **Terms and Conditions**.
- 4.2 **You** acknowledge that if **You** fail to comply with clause 4.1.4 and 4.1.5 above such that **Levelise** or any **Levelise Affiliate** is unable to contact the **Flexibility Asset**, **Your Flexibility Asset** may not be eligible for **Grid Services**. It is required that the daily **Flexibility Asset** availability is not less than 90%. If this availability is not met due to lack of internet connectivity or active connection to supply caused by **You**, a member of **Your** household, **Your** internet provider, or other persons in or around **Your Property**, **Your Flexibility Asset** might not be eligible to be used for **Grid Services**.
- 4.3 **You** must allow **Levelise** or any **Levelise Affiliate** to test the **Flexibility Assets** from time-to-time. Such testing will normally be done remotely but **You** shall provide **Levelise** with access to the **Property** if **Levelise** or any **Levelise Affiliate** needs to physically test the **Flexibility Asset**. **You** will incur charges if a site visit to physically test the **Flexibility Asset** is due to customer failure or issue caused by **You**. **Levelise** will inform **You** of its charges regarding site visits in advance of such test. Charges will not be incurred if a site visit is requested by NGESO. If **Levelise**, any **Levelise Affiliate** or its agent is not given access to the **Property** for the appointment it has agreed with **You** to test the **Flexibility Asset**, then **Levelise** may charge **You** the costs it has incurred in connection with that abortive visit.
- 4.4 **You** shall grant NGESO, its agents and/or contractors audit and inspection rights to the **Flexibility Asset** (upon not less than 5 business days' notice) if they require this under **Levelise's** agreement with NGESO.

5 Smart metering data



- 5.1 You consent to **Levelise** collecting data (including, without limitation, Consumption Data, Registration Data, Device Logs, in each case, as defined in the **SEC**) from: (i) **Your Smart Hub** and **Smart Meter**; (ii) the Data and Communications Company (DCC); and (iii) certain other third parties (including, the **NDS** and as otherwise provided in the **SEC**), in order to enable the performance of the **Grid Services** and as may otherwise be set out in this Agreement. To the extent that this data constitutes **Personal Data**, it shall be handled in accordance with clause 15 of this Agreement.
- 5.2 Without prejudice to the generality of clause 5.1, the following information will be requested from **Your Smart Hub** and/or **Smart Meter** on a daily or more frequent basis for the purpose of undertaking **Grid Services**:
- 5.2.1 energy consumption & generation information for both gas and electricity (where available);
 - 5.2.2 energy tariff information containing information of the price **You** are charged for energy consumed; and
 - 5.2.3 information identifying the energy meter (number, location, type).
- 5.3 The granularity of the data collected from **Your Smart Meter** is of 30-minute intervals, unless otherwise stated in the **SEC**.
- 5.4 **You** may withdraw consent to the collection of data pursuant to this clause 5 at any time by emailing **Levelise** at support@levelise.com or by contacting **Levelise** through the **Levelise App**, acknowledging, however, that if **You** withdraw **Your** consent, **Your Flexibility Asset** may no longer be eligible for **Grid Services**.
- 5.5 **NDS** is used by **Levelise** to interface with the national smart meter systems in order to collect, store, manage and share with **Levelise Your Smart Meter** data. This service uses the **SEC**. (<https://smartenergycodecompany.co.uk/>), Party credentials and Party ID of its parent, N3RGY LIMITED, incorporated and registered in England and Wales with the company number 11203504 whose registered office is at 4 Ovington Drive, Fleet, United Kingdom, GU51 1DF.

6 Demand Flexibility Service

- 6.1 **You** may become eligible for **Smart Hub Benefits** derived from reduced energy usage during a **Demand Event**, provided that **You**:
- 6.1.1 agree to these terms which will allow **Levelise** to opt you in to the **Demand Flexibility Service** and the **Demand Events**;
 - 6.1.2 are a successfully registered user of the **Levelise App**;



- 6.1.3 have a working electricity smart meter which, during the three weeks immediately prior to a **Demand Event**, has been sending us 75% of smart meter readings and at least one full day's worth of half-hourly readings during this period.
- 6.2 **You** may withdraw consent to the collection of data pursuant to this clause 6 at any time via the **Levelise App** or by emailing **Levelise** at support@levelise.com, acknowledging, however, that if **You** withdraw **Your** consent, **You** will lose any **Smart Hub Benefits** relating to the **Demand Flexibility Service**.
- 6.3 **Levelise's** privacy notice shall apply to any data collected in connection with the **Demand Flexibility Service**. **Levelise** and its Affiliates will share **Your** Meter Point Administration Numbers with **NGESO** to register **You** in the **Demand Flexibility Service** and allocate payment to **You**. **Levelise** and its Affiliates will provide **NGESO** with half hourly electricity consumption, baseline and reduction data, aggregated across all customers in each of the 14 GSP Groups, for the purposes of delivering the **Demand Flexibility Service**. In rare cases, **NGESO** may request detailed half hourly data around the events to audit performance and payment, which may include consumption data on an individual customer basis. By participating in the **Demand Flexibility Scheme**, **You** agree to **Your** information being used as such.

7 Tariff Optimisation Service

- 7.1 Provided **You** consent to **FlatPeak** sharing **Your** tariff data with **Levelise**, **Levelise** may:
- 7.1.1 use **Your** tariff information to improve the accuracy of **Your Smart Hub Benefits** **Levelise** report back to **You** via the **Levelise App** or by email;
- 7.1.2 compare **Your** current tariff with other tariffs available from other licenced UK electricity suppliers and suggest via the **Levelise App** if **You** could save money by switching to a different tariff or supplier; and
- 7.1.3 optimise how **Levelise** use **Your Flexibility Assets** to deliver savings or earnings that may be available to **You**.
- 7.2 **You** may withdraw consent to **Levelise** using **Your** tariff data pursuant to this clause 7 at any time via the **Levelise App** or by emailing **Levelise** at support@levelise.com, acknowledging, however, that if **You** withdraw **Your** consent, **Levelise** will be unable to provide the tariff optimisation service described in this clause 7.



8 Renewable Energy Guarantees of Origin (REGO) scheme

- 8.1 You may be eligible to receive REGO certificates for renewable electricity that **Your Flexibility Asset** generates. These certificates can be traded to earn You revenue. With Your consent, **Levelise** will act as an agent to:
- 8.1.1 administer the accreditation of **Your Generating Station**, acting as the sole contact with **Ofgem** for this function;
 - 8.1.2 submit output data and other information required to request a **REGO** under Schedule 1 of The Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003 into the **REGO** register on Your behalf, acting as the sole contact with **Ofgem** for this function;
 - 8.1.3 request the issue of **REGOs** and receive on Your behalf and for Your benefit, the **REGOs** to which You are entitled, acting as the sole contact with **Ofgem** for this function (as such You recognise and agree that the **REGOs** will be held by **Levelise** in their **REGO** Register account on Your behalf and for Your benefit);
 - 8.1.4 sign on Your behalf the electronic statement on the **REGO** Register confirming that You are entitled to make the request and You have not made a request, nor intend to do so, for the issue of guarantees of origin in another **Member State** for the same electricity;
 - 8.1.5 submit to **Ofgem** any request, notification, statement or provision of information requested under The Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations.
- 8.2 **Levelise** will endeavour to trade Your **REGO** certificates and revenue will be treated as **Smart Hub Benefits**.

9 Payments

- 9.1 Provided You comply with this Agreement, You will become eligible for any applicable **Smart Hub Benefits** starting from the date which falls 90 days from the date on which You installed the **Smart Hub** and **Flexibility Asset** or 90 days from the **Agreement Date**, whichever is later.
- 9.2 These **Smart Hub Benefits** shall be paid to Your nominated Bank Account on a monthly basis, one month in arrears, occurring after the date on which the credits began to accrue under clause 9.1.
- 9.3 If your **Smart Hub Benefits** payment is below any minimum payment threshold which may be in place at the payment due date, You will not receive a payment until the month in which this limit is exceeded. You may



request payment of your **Smarts Hub Benefits** payment (if any) at any time by contacting us.

- 9.4 **You** acknowledge and agree that **Levelise** does not make any guarantee or assurance to **You** that **You** will achieve any particular level regarding energy savings, and/or credits to **Your Account** and/or reduction in carbon emissions.

10 Liability and indemnities

10.1 **Levelise's Liability to You**

Subject to clauses 10.2 and 10.4 below, provided that **You** are not in breach of **this Agreement**, **Levelise** will be responsible for any loss or damage **You** suffer that is foreseeable as a result of its negligence but will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of **Levelise's** negligent breach and contemplated by **You** and **Levelise** at the time **this Agreement** was entered into. **Levelise** shall not be negligent if its actions meet the standards of a **Reasonable and Prudent Operator**.

- 10.2 If **You** use the **Flexibility Asset** and **Smart Hub** for any commercial, business or re-sale purpose, **Levelise** will have no liability to **You** whatsoever. **You** shall indemnify **Levelise** from and against all actions, claims, demands, costs, expenses, liabilities or damages which **Levelise** suffers arising from **Your** breach of this clause 10.2.

- 10.3 **Levelise's** total liability to **You** in respect of all losses arising under or in connection with **this Agreement** shall not exceed the total amount of the **Smart Hub Benefits** payments that would have been paid to **You** under **this Agreement** in the relevant calendar year if **Levelise** had not breached **this Agreement**.

- 10.4 Neither party excludes or limits in any way its liability for:

- 10.4.1 death or personal injury caused by its negligence or the negligence of its employees;
- 10.4.2 fraud or fraudulent misrepresentation;
- 10.4.3 any indemnity under **this Agreement**; and
- 10.4.4 which it cannot exclude or limit liability for under applicable laws.

- 10.5 **You** shall indemnify **Levelise** from and against all actions, claims, demands, costs, expenses, liabilities, or damages it suffers as a result of:

- 10.5.1 any claims by third parties arising from **Your** breach of **this**



Agreement;

- 10.5.2 any breach by **You** of **Your** obligations in clause 4 of **this Agreement**; and
- 10.5.3 **Your** failure to have complied with any applicable law and/or obtained all required **Approvals** in relation to the installation of the solar photovoltaic system, **Flexibility Assets** and **Smart Hub** at **Your Property**.
- 10.6 **You** confirm that **You** have read and accepted the **End User Licence Minimum Terms**, the Acceptable Use policy and **Levelise's** privacy notice. **Levelise** gives no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the **Levelise App**. **You** acknowledge that such information and materials may contain inaccuracies or errors and that use of any information or materials on the **Levelise App** is entirely at **Your** own risk.

11 Events outside Levelise's control

- 11.1 **Levelise** will not be liable or responsible for any failure to perform or delay in performance of, any of its obligations under **this Agreement** that is caused by events outside its reasonable control.
- 11.2 An event outside of **Levelise's** control includes any act, event, non-occurrence, omission or accident beyond its reasonable control and includes, in particular (without limitation), the following:
 - 11.2.1 civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; and/or
 - 11.2.2 acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, earthquake, subsidence, drought, epidemic or other natural disaster; and/or
 - 11.2.3 impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport; and/or
 - 11.2.4 **Change in law**; and/or
 - 11.2.5 strikes or labour unrest (other than in relation to **Levelise's** own employees); and/or
 - 11.2.6 default by one of **Levelise's** suppliers or sub-contractors.
- 11.3 If an event outside **Levelise's** control takes place that affects its performance of its obligations under **this Agreement**:



- 11.3.1 **Levelise** will contact **You** as soon as reasonably possible to notify **You** of the occurrence of such event, its expected duration and the obligations which it is prevented from performing and shall continue to provide regular reports during the period such event is continuing; and
- 11.3.2 **Levelise's** obligations under **this Agreement** shall be suspended and the time for performance of its obligations will be extended for the duration of the event outside **Levelise's** control; and
- 11.3.3 **Levelise** will take reasonable steps to bring such an event to a close or to find a solution by which its obligations under **this Agreement** can be performed despite such event.
- 11.4 **Levelise** shall recommence the provision of **Grid Services** as soon as reasonably possible following the cessation of the "event outside **Levelise's** control".
- 11.5 Either party shall have a right to terminate **this Agreement** if **Levelise** has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months.
- 11.6 If after **this Agreement** comes in force, either of **Levelise** or **You** serve notice on the other that it reasonably considers that there has been a **Change in law** which materially affects **this Agreement**, **Levelise** and **You** shall meet to negotiate in good faith (both acting reasonably) such amendments to **this Agreement** as are necessary to achieve (in so far as is possible) the same overall balance of benefits. This clause 11 is subject always to **Levelise's** right to immediately terminate **this Agreement** under clause 12.4.8 of these **Terms**.

12 Termination

Termination by **You**

- 12.1 **You** have the right to cancel **this Agreement** and **Your** relationship with us up to 14 days from the date of **this Agreement**. We call this the cooling-off period. To do this, simply email us on support@levelise.com or contact us through the **Levelise App**.
- 12.2 Subject to clauses 12.1 above and 12.3 below, **You** must give **Levelise** at least two calendar months' written notice before terminating **this Agreement**.
- 12.3 **You** shall be entitled to terminate **this Agreement** immediately (on providing written notice to this effect) in the following circumstances:



- 12.3.1 if **Levelise** commits a material breach which has not been remedied within 14 days of **Your** written notice to **Levelise** to remedy such material breach; and/or
- 12.3.2 **Levelise** goes into liquidation or a receiver or an administrator is appointed over its assets; and/or
- 12.3.3 **Levelise** has been prevented from performing its obligations due an event outside its control for a continuous period of two calendar months; and/or
- 12.3.4 if **Levelise** varies **this Agreement** without **Your** prior consent under clause 16.3 and **You** are opposed to any such variations.

Termination by **Levelise**

12.4 **Levelise** must give at least two calendar months' notice to **You** before terminating **this Agreement**. Notwithstanding this, **Levelise** shall be entitled to terminate **this Agreement** immediately (on providing written notice to this effect) in the following circumstances:

- 12.4.1 if **You** commit a material breach which has not been remedied within 14 days of **Levelise's** written notice to **You** to remedy such material breach; and/or
- 12.4.2 **You** are unable to pay **Your** debts as they fall due or are declared bankrupt; and/or
- 12.4.3 **You** move out of the **Property**; and/or
- 12.4.4 **You** sell the **Property**; and/or
- 12.4.5 **Your Property** has been repossessed by a mortgagee or some other third party; and/or
- 12.4.6 **Levelise** has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months; and/or
- 12.4.7 if there are any changes to **NGESO's** or **Levelise's** (or other parties') contractual or technical requirements for balancing the grid such that the arrangements contemplated in **this Agreement** will be in breach of **NGESO's** or **Levelise's** requirements and/or any applicable law and/or regulations and/or electricity industry and any other relevant industry codes; and/or
- 12.4.8 if there is a **Change in Law**.



12.5 Termination of **this Agreement**:

- 12.5.1 by **Levelise** shall not affect any rights and obligations which may have accrued to **Levelise** and **You** prior to **Levelise's** termination of **this Agreement**; and
- 12.5.2 by **You** shall not affect any rights and obligations which may have accrued to **You** and **Levelise** prior to **Your** termination of **this Agreement**.

13 Moving home

- 13.1 If **You** move home, **You** should give us at least 2 Working Days' notice of **Your** planned moving date. To do this, please contact us in the **Levelise App**, or search on our Website and follow the instructions given or email us on support@levelise.com.
- 13.2 If **You** give us notice in accordance with the above, we will end **Your Agreement** at the **Property** on the day **You** have notified us that **You** will move out and **You** will not accrue any further benefits.

14 Complaints

- 14.1 If **You** are unhappy with our service, **You** can make a Complaint by contacting us via the **Levelise App**, in writing or by telephone. We will follow the Complaints policy which **You** can find in the Support section of our Website.
- 14.2 We aim to respond to Complaints as soon as practicable either with a resolution or to explain our next steps.

15 Customer Data

- 15.1 The data that is generated, collected, processed or stored as part of the **Grid Services** (as further described in clause 5) may include **Your Personal Data** and will be shared between and accessible by **Levelise** and other **Levelise Affiliates**, each of which shall be independent Controllers of **Your Personal Data** for the purposes of the Data Protection Legislation.
- 15.2 **Levelise** and the **Levelise Affiliates** are committed to protecting **Your** privacy and to complying with the Data Protection Legislation. Information regarding matters such as: (i) the purposes for which **Your Personal Data** will be processed by in connection with this Agreement; (ii) **Your** rights with respect to the processing of **Your Personal Data** by each of these entities; and (iii) the means via which **You** may contact **Levelise** and/or the **Levelise Affiliates** with respect to the processing of **Your Personal Data**, may be found in the privacy notices made available via the **Levelise Website**.



Levelise and the **Levelise Affiliates** will only use **Your Personal Data** in accordance with **Levelise's** privacy notice.

- 15.3 Subject to clause 15.4, **Your Personal Data** will be retained only for as long as is necessary to fulfil the purpose for which it was collected or otherwise obtained. Generally, this means that **Your Personal Data** will be retained for at least 12 months from the date on which it is collected (however, in some circumstances **Your Personal Data** may be retained for longer than 12 months, including where this is necessary for compliance by **Levelise** and/or the **Levelise Affiliates** with their respective legal and/or regulatory obligations).
- 15.4 **You** acknowledge and agree that each of **Levelise** and the **Levelise Affiliates** may anonymize and aggregate any **Personal Data** that is collected about **You** in connection with this Agreement (such that it no longer constitutes **Personal Data** or can otherwise be associated with **You**) and may use and retain such data for their respective internal business purposes on an ongoing basis.

16 General

- 16.1 All notices required under **this Agreement** shall be given by email and/or via the **Levelise App**. **You** can also submit a query in relation to **this Agreement** by emailing support@levelise.com. In **Your** email **You** must put “**Grid Services**” in the subject box. **Levelise** will endeavour to answer **Your** enquiry as soon as practicable and within five business days. **Levelise's** address and telephone numbers are set out in its website at <https://www.levelise.com/contact-us>
- 16.2 **Levelise** shall be entitled to transfer its rights and obligations, or sub-contract any of its obligations, under **this Agreement** to any person (including any **Levelise Affiliate**) without having to obtain **Your** prior consent. **You** may not transfer **Your** rights and obligations under **this Agreement** to any other person without **Levelise's** prior written consent.
- 16.3 **Levelise** shall be entitled to vary **this Agreement** without **Your** prior written consent. If **Levelise** make changes to **this Agreement** that are disadvantageous to **You** it will give **You** 30 days' notice to let **You** know about the changes, following notice of which **You** may terminate this Agreement under clause 12.3.4.
- 16.4 If any court or competent authority decides that any of the provisions of **this Agreement** are invalid, unlawful or unenforceable to any extent, the **Contract Term** will, to that extent only, be severed from the remaining **Terms and Conditions**, which will continue to be valid to the fullest extent permitted by law.



- 16.5 **This Agreement** is the entire agreement between **You** and **Levelise** and all prior agreements are superseded by **this Agreement**. Each party confirms it is not relying on any oral representations or warranties of the other party except as set out in **this Agreement**.
- 16.6 **This Agreement** is between **Levelise** and **You** and no other person, shall have any rights to enforce **this Agreement**, save that **Levelise** and **You** agree that any **Levelise Affiliate** shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce **this Agreement** in so far as is relevant to such **Levelise Affiliate**.
- 16.7 If **Levelise** fails, at any time while **this Agreement** is in force to insist that **You** perform any of **Your** obligations under **this Agreement**, or if it does not exercise any of its rights or remedies under **this Agreement**, that will not mean that it has waived such rights or remedies and will not mean that **You** do not have to comply with those obligations. If **Levelise** waives a default by **You**, that will not mean that it automatically waives any subsequent default by **You**. No waiver by **Levelise** of any provision of **this Agreement** shall be effective unless it expressly says that it is a waiver and tells **You** so in writing.
- 16.8 **This Agreement** may be executed in counterparts, each of which will be considered an original, but all of which shall constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 16.9 **This Agreement** shall be governed by English law and both **Levelise** and **You** agree to the exclusive jurisdiction of the English courts. However, if **You** are a resident of Northern Ireland **You** may also bring proceedings in Northern Ireland, and if **You** are a resident of Scotland, **You** may also bring proceedings in Scotland.

