**Please note that this document is an unfinished draft. It is not a template. Foot Anstey LLP has no responsibility towards any other party seeking to make use of this draft document and anyone doing so is advised to take additional legal advice before doing so.**

**Energy Supply Terms- explanatory notes to be provided to Landlord summarising the agreement.**

1. You have the right to consume/use the energy which is generated by our kit on the property but we are able to sell any energy that you don't use to the grid/a third party.
2. You will be required to pay us a set fee of [INSERT] per kwh unit (increasing with indexation annually) of energy used by you generated by our kit, calculated by smart meters at the property. We will bill you quarterly.
3. If accurate data regarding the amount of your energy usage is unavailable, we may bill you based on estimated usage and will adjust future payments based on accurate data.
4. If you think that the data about your energy use is wrong, then you can raise this with us and require the meters to be tested. Any future payments will be adjusted to take account of inaccurate readings due to fault meters identified. If you dispute meter readings and we test the meters but find that they were accurate, you will be required to pay the costs of testing.
5. If either you or we breach the terms of this Energy Supply Terms then the maximum amount which the non-breaching party can seek from the other is £5million in total.
6. In order to protect each party from a non-breaching party seeking losses which aren't directly and closely related to a breach of contract and/or losses which don't reflect the commercial intent and context of this energy supply arrangement, this agreement excludes particular indirect losses from each party's liability. Losses which are direct and foreseeable will still be recoverable. Therefore, a non-breaching party shall not be able to seek financial redress for the following types of loss:
   1. losses which would not generally be considered to be natural and expected losses that directly stem from the breach, but instead arise from some other special circumstance of the case, outside of the usual course of things.
   2. potential or real lost profits or missed business opportunities suffered by the non-breaching party which may be considered to have stemmed from the breaching party's breach. This loss is too remote from the context of our arrangement as neither party is relying on this contract to ensure third party profits are made and you are free to use electricity from a third party source where necessary;
   3. losses suffered due to the breaching party's mishandling, loss or corruption of data, as these energy supply terms are not heavily reliant on the handling of highly confidential and valuable data;
   4. losses suffered as a result of a breach which has caused some form of depletion in the good standing and quantifiable established reputation of the non-breaching party's business which contributes to the value of that party's business ("goodwill") and/or reputation of the non-defaulting party. This loss is too remote from the context of these terms and it is very unlikely that a failure by either party to comply with a term of these Energy Supply Terms would result in a material loss to the value of the non-breaching party's business.