

Letter of Authority

v220726



This Letter of Authority grants permission to:

- Request and receive current and historical account information including but not limited to: consumption history, supply numbers, pricing details, contract end dates
- Issue termination notice regarding existing supply contracts and opt out from future automatic contract renewals on The Client's behalf
- Obtain information from third party industry databases, for example metering details
- Contact The Client's current supplier to resolve any objections or rejections regarding supply transfers
- Request and negotiate prices on The Client's behalf
- Request all billing information included but not limited to copy bills, debt information, payment terms where necessary
- Authorise any adjustments, refunds, or billing direct to The Client where appropriate
- Raise and deal with complaints on The Client's behalf to a satisfactory resolution

This Letter of Authority is subject to the Terms & Conditions stated below and DOES NOT provide authority to enter into a contract on The Client's behalf.

Your details	Carefully print in BLOCK CAPITALS
Company Name	
Legal Entity Type / Registration No.	
Company Address	
Telephone Number	
Email	

Terms & Conditions

1.

2. 'The Client' is defined as anyone engaging with The TPI in any capacity and covers incorporated and unincorporated entities. This extends to anyone such as an employee, agent or affiliate regardless whether they have an independent legal status.

3. 'The Service' is defined as the provision of comparisons, tenders or quotes for gas, electricity, water and telecoms by The TPI across all sites The Client operates from.

4. 'The Supplier' is defined as any party whom The TPI may introduce The Client to and may be present on quotes/illustrations with regard to the provision of The Service.

5. 'The Contract' is the agreement between The Client and The Supplier which is subject to its own Terms and Conditions between both parties which The TPI has no control of.


6. By using The Service and/or signing this Letter of Authority, The Client accepts eyebright Terms and Conditions and Privacy Policy and understands these represent the Entire Agreement and supersedes any previous understanding.

7. The Client accepts that The TPI will access relevant databases as well as store and retain data associated with providing The Service and/or the operation of this Letter of Authority and may retain data after The Service has been terminated. Any data stored by The TPI will be done so in accordance with the legislations Data Protection Act 1998 and General Data Protection Regulation (GDPR).

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8. The TPI can use cookies and store any statistical information about browsing.
9. The Client accepts where any dispute cannot be mutually resolved that this Letter of Authority is subject to Scots Law and the jurisdiction of the Scottish Courts.
10. The TPI can disclose data where required to do so in accordance with civil or criminal law or by order of a court in each case having authority in Scotland.
11. The TPI is not instructed to act as The Client's agent or representative in terms of providing The Service by virtue of this Letter of Authority. Any reference to the term Agent at any stage is exclusively restricted to the context of Supplier data collection.
12. The Client consents for The TPI to credit check any entity and/or individual deemed relevant in delivering The Service.
13. The Client will strictly respect The TPI intellectual property including but not limited to Copyright, Trade Marks and confidential information.
14. The TPI does not accept any liability for errors or negligence in providing The Service. The Client will indemnify The TPI and its Partners against claims of loss of income, loss or expense. Where the Client is accessing The Service through a third party such as sub-broker or introducer, The Client will not hold eyebright liable in any circumstance.
15. The Client must engage with The TPI in good faith and not use The Service in any way against The TPI interests.
16. Any quote or illustration provided by The TPI cannot be taken by The Client as guarantee that The Supplier will accept The Contract.
17. It is The Client's responsibility to satisfy themselves and carry out sufficient due diligence and suitability of The Supplier and The Contract before committing to The Contract. The Client accepts that early termination fees, minimum spend, and other material conditions may be contained within The Contract which is a separate agreement subject to its own Terms and Conditions between The Client and The Supplier. The Client cannot accept The Contract on any assumption or pledge from The TPI and recognises that any dispute in relation to The Contract with The Supplier does not provide The Client with any redress against The TPI. In no circumstance will The TPI be liable for any failure, or any loss of any kind associated with failure to fulfil the obligations in The Contract with The Supplier.
18. In the event The Client moves or vacates the premises, The TPI must be given notice as soon as reasonably practical. For the avoidance of doubt, The Client must provide The TPI with a minimum of 30 days notice prior to vacating any premises.
19. The Client must provide accurate information and co-operate as required in order for The TPI to fulfil The Service.
20. Management of The Contracts is the responsibility of The Client. The TPI cannot be held liable for failure to notify of The Contract end date, failure to terminate The Contract or failure of The Contract going live with The Supplier.
21. The Client and The TPI are both required to comply with the Bribery Act 2010.
22. The Client accepts that The TPI receive commissions from The Supplier who from time to time may provide incentives such as bonuses. The commission may take the form of a one-off payment, or a recurring commission, which may be based on volume, consumption, profit share or uplifted pricings. Commissions can vary depending on contract length, spend, consumption or uplift. The Service is not free of charge, but there is no obligation on The Client up to the quote being accepted by The Client completing The Contract. The TPI will remain entitled to receive the commission after The Contract expiry or termination of The Service with The TPI. Supplier remuneration can be a matter of commercial sensitivity. The maximum available remuneration on The Contract would be £ per MegaWatt-Hour. Unless The TPI and The Client have agreed so in writing, such Commission shall not be shared with The Client, though if requested, The TPI may share details with The Client as to how the Commission has been calculated.
23. If The Client commits to The Contract with The Supplier, this represents a legally binding document with no cooling off period unless this is otherwise confirmed in The Contract provided by The Supplier.
24. In the event that a quote or illustration provided to The Client is no longer valid or is inaccurate, The Client will not hold The TPI liable for this.
25. The TPI does not provide advice on further costs or risks associated with its Services. The Client must carry out their own due diligence on The Supplier and whether to enter into The Contract with The Supplier. Any opinion expressed is that of an individual and does not constitute The TPI's position on any matter.
26. The TPI has the authority to opt-out or terminate customers from their existing contracts to provide The Service at renewal.
27. The TPI has the authority to nominate a Supplier to act as The Client's DC/DA and MOP without seeking further consent.
28. From time-to-time The TPI may choose to change its Terms and Conditions.
29. If any of these terms are deemed to be invalid, unlawful or unenforceable this will not invalidate the enforceability of the other terms.
30. Either The Client or The TPI can terminate The Service with 30 days notice. For The Client to terminate The Service requires written notice.
- 31.

I am an authorised signatory of The Client and hereby grant on behalf of The Client the above Letter of Authority and accept the Terms and Conditions <https://www.eyesource.com/terms-and-conditions/> and Privacy Policy <https://www.eyesource.com/privacy-policy/>

Authorised Name	
Authorised Signature	
Authorised Individual's Position	
Date	/#dd/ /#mm/ /#yyyy/