

Terms of business

Terms of business (Principal Terms) - Business Cost Reduction Associates Ltd (Company reg. 5537190)

As part of our policy of being completely transparent with you, this document details our service and arrangements for dealing with your energy procurement requirements. Please take this opportunity to read it carefully ensuring you retain copy for your records. These terms of business are comprised of:

- 1) General Terms**
- 2) Service Terms**
- 3) Fees & Charges**
- 4) Other Terms**
- 5) Fully Managed Energy Service**

1) General Terms

These terms of business encompass all of the BCR Associates' (BCR) services in regard to procurement and net zero consultancy.

These terms are reviewed and updated regularly. The latest version of these terms can be found on our website: <https://www.bcrassociates.co.uk/terms-business>. Should you have any queries please contact your Relationship Manager, Client Support Manager or our general office number 03330 433 233 or info@bcrassociates.co.uk

Regulatory Disclosures:

We are an Introducer appointed representative (IAR) for McQuillan Insurance Brokers Ltd (FRN 827983) who are authorised and regulated by the Financial Conduct Authority.

Complaints:

We are committed to giving you the highest quality of service, even so, things can go wrong. When they do, we want to know so we can put them right as quickly as we can. Here are the ways you can complain to us:

Write to us: Complaints Department
Business Cost Reduction Associates Limited,
Estuary House,
Peninsula Park,
Rydon Lane,
Exeter, Devon
EX2 7XE.

Call Us: 03330 433 233

Email us: complaints@bcrassociates.co.uk

All complaints received are treated with confidentiality and in accordance with the requirements of data protection legislation. We will always strive to investigate and resolve your complaint promptly and fairly.

A copy of our complaints process is free on request and can be found on our website: <https://www.bcrassociates.co.uk/complaints> and is also available by post or email.

Ombudsman Services: (Effective from 1/12/2022)

BCR Ref: **C35BUSI04**

For Energy Contracts Supplied to Micro Business Consumers and Small Business Consumers Only

We have subscribed to the Energy Ombudsman Alternative Dispute Resolution Scheme which provides a free, independent and impartial service for non-domestic Micro Business Consumers or Small Business Consumers as defined by the following criteria:

Micro Business Consumers

- An annual consumption of electricity of not more than 100,000 kWh; or
- An annual consumption of gas of not more than 293,000 kWh; or
- Fewer than the equivalent of ten full time employees and an annual turnover or annual balance sheet not exceeding £2 million.

Small Business Consumers

- An annual consumption of electricity of 100,001-200,000 kWh; or
- An annual consumption of gas of 293,001-500,000 kWh; or
- 0-49 employees and an annual turnover not exceeding £6.5m, or annual balance sheet not exceeding £5 million.

(For more information click <https://www.energyombudsman.org/how-we-can-help/energy-brokers>)

This service is only applicable for energy contracts and for MBCs and SBCs who are not satisfied with the final outcome of their complaints, having followed the process above.

Energy Ombudsman Services are not able to deal with complaints about commercial policy, for example pricing.

If you complain to Energy Ombudsman, you must do so once we have sent you a 'deadlock' letter or your complaint has been unresolved for more than eight weeks, and you must do so within twelve months of receiving your 'deadlock' letter.

You can escalate your complaint to the Energy Ombudsman by following the link below:

<https://www.energyombudsman.org/how-we-can-help/energy-brokers>

Or in writing to:

Energy Ombudsman
3300 Daresbury Park,
Warrington,
Cheshire,
WA4 4HS

Phone: 0330 440 1624

Email: enquiry@energyombudsman.org

Alternatively, you can contact the **Citizens Advice** consumer helpline in England on 0808 223 1133, please refer to the link below if you are based in Scotland, Wales, or Northern Ireland

<https://www.citizensadvice.org.uk/consumer/energy/energy-supply/help/if-you-need-more-help-about-a-consumer-issue-energy/>

The link below is for the **Citizens Advice** energy query form:

<https://ssl.datamotion.com/form.aspx?co=3438&frm=energy&to=flareenergy.fromforms>

T: 03330 433233 E: info@bcrossociates.co.uk W: bcrossociates.co.uk

Business Cost Reduction Associates Ltd, Estuary House, Peninsula Park, Rydon Lane, Exeter, Devon, EX2 7XE

2) Service Terms

Our Service:

We provide independent advice to our clients on all aspects of procurement and net zero services such as energy and carbon management, procurement, risk management and regulation compliance.

We will provide a dedicated Relationship Management Team to help you through the process plus a Relationship Manager and Client Support Manager for renewals advice and aftersales assistance respectively.

Our Process:

For us to provide the best possible recommendation, and therefore outcome for our clients, we will go through the following process with you:

a) Understanding Your Situation:

Through our fact finding process we will seek to understand your business including, your objectives, attitude to risk, current spend, existing contracts, plus future ambitions.

b) Existing Contract Review:

With your authority to act on your behalf, we will collate and analyse the contractual details from your existing energy provider.

c) Produce a Proposal:

We will provide you with a proposal or tender document detailing the term, risk parameters, payment terms, consumption limits etc. for your fit for purpose energy solution. This document will be used as the basis of the tendering process with suppliers. We will also specify our fees for the entire contract including the basis of how we charge them (see section 3) Fees & Charges)

d) Appoint BCR Associates:

Upon your written authority your Relationship Manager will negotiate with suppliers through repeated rounds of tender to achieve the aims set out in the proposal. Once the final offers are received, we will discuss these with you allowing you to make the final decision.

e) Final Contract & Implementation:

Once agreed, your Relationship Manager will work with the BCR relationship management team to oversee the implementation of the solution including all contractual requirements, remaining in contact with you for the complete duration.

f) Periodic Review:

Your dedicated Relationship Manager will keep in contact throughout ensuring you are informed as to market updates, renewal dates, and other contractual requirements, plus ensuring BCR remain informed as to your business needs. This allows us to act proactively on your behalf prior to any renewal deadlines.

Our recommendations:

We will confirm our recommended solutions to you in writing. As part of the solution, we may recommend a product. Full details of the product recommended will be covered in the proposal or emailed quotations that we issue to our clients before conclusion of the business. This may take the form of the supplier's own documentation.

3) Fees & Charges

We believe in being open and transparent regarding the nature and the costs associated with our services we offer to clients.

We will ensure you are informed as to the total amount of costs in a monetary amount for the duration of the contract. We will inform you of this at both the proposal and final contract stage.

How we charge:

We charge for our services in a number of different ways which will be confirmed and made clear in the proposal and final contract. They are as follows:

a) Supplier Commission or Uplift:

This is in the form of a fee as a percentage of the contract agreed with the chosen supplier and paid directly to BCR. Our tender process is completely unbiased which means regardless of which supplier we place your contract with the commission structure, and therefore the cost to you, remains the same.

b) Consultancy Fee:

This is in the form of a fee agreed and paid by you directly to BCR. We will detail the services provided for the agreed fee in the proposal and final contract.

c) Retainer Fee/Transaction/Offset Fee

This is in the form of a fee agreed monthly or annually and paid direct to BCR, this then may be offset against commissions or uplift when this is paid. This would be agreed at outset as part of the proposal for the client.

Expenses:

Should a project require travel and/or accommodation, details of this would be stated in the proposal and final contract.

Agreeing to our charges:

We ask clients to sign our project proposal, fee contract which will include our terms of business prior to any undertaking of chargeable work. The contract sets out the services that we are providing and the fees we will charge for the services.

Payment Terms:

We expect our fees to be settled no later than 30 days after the invoice due date.

4) Other Terms

Data Protection:

We collect data on our clients from them and from other sources. We may check with credit rating agencies to make sure we fully understand our client's status.

These checks are to help us with our obligation to ensure that we provide our clients with advice that is suitable for their current circumstances and future ambitions. We may pass data to proposed suppliers. We retain the data according to the statutory requirements based on client's legal status. Under the Data Protection Act which is for those who are sole traders or partnerships our clients with this status have a right on payment of a fee to obtain a copy of personal information that we hold about them.

If any information held is incorrect or incomplete, the client should contact the Data Protection Officer at our usual address. Any information that is incorrect will then be amended.

Confidentiality:

We will take the necessary steps to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures are taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Client Responsibility:

We are required to consider whether it is in our best interests for us to act for clients who refuse to provide us with what we believe to be necessary information. We therefore reserve the right to decline to act for a client if we do not have enough information. We will not be able to refund the cost of any time spent, nor any fees paid in advance, should we need to withdraw services.

All clients should keep us informed with any major changes to their business structure, site developments and turnover as this may impact on the advice given to date.

All clients must provide all requirements stated in the initial proposal.

Marketing:

We may contact (including by telephone) our clients or pass details to other companies associated with us with details of any other similar products, services, promotions or for related marketing purposes in which we think our client may be interested. If at any time our client wishes us or any company associated with us to cease contacting them for marketing purposes, they should contact us.

Termination:

The authority to act on our client's behalf may be terminated at any time without penalty by either party giving three months' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated.

Any transaction effected before termination and a due proportion of any period charges for services shall be settled to that date.

Cancellation:

The right to cancel will be covered at the time each contract or services is agreed and before any contract is concluded. Please note that many contracts are written for multiple years and therefore care needs to be taken that you are fully aware of the terms and conditions before your sign.

For most Energy and Telecommunications contracts once signed you will be committed to the terms and conditions of the supplier's contract, therefore please take care to read these before you sign.

5) Fully Managed Energy Service

Business Cost Reduction Associates Limited (BCR) offers all clients a fully managed service, the key components of which are listed below:

Throughout your client journey, you will have access to:

- ▶ A dedicated Relationship Manager for new services and renewals (Direct Dial provided)
- ▶ A dedicated Client Support Manager for ongoing after sales assistance (Direct Dial provided)
- ▶ Independent, unbiased advice throughout the contract term
- ▶ All paperwork dealt with
- ▶ Pre-agreed contact strategy to meet the needs of your business
- ▶ Experts across all services: Energy Procurement, Net Zero, Communications, Insurance, Business Supplies and more...

Pre-contract:

- ▶ Supplier negotiation and bespoke tendering
- ▶ Management of terminations
- ▶ Comprehensive risk review to ensure that you are signing the right contract(s)
- ▶ Full disclosure of commission earned by BCR for securing your contract(s)

At contract submission:

- ▶ Contract and transfer management
- ▶ Confirmation of contract locked in by supplier
- ▶ Confirmation upon contract go live with supplier
- ▶ Welcome pack including an introduction to our full-service offering

Throughout the lifetime of the contract:

- ▶ All renewals tendered, negotiated and contracts dealt with
- ▶ Billing issues, queries and supplier complaints handled
- ▶ Active account monitoring to manage unexpected charges and overspend
- ▶ New site, site closures and change of usage managed
- ▶ Meter upgrades and management of supplier engineer visits if required
- ▶ Regular calls with your Relationship Support Team at a frequency dictated by you
- ▶ Site visits with a BCR representative if required
- ▶ Market watching and advice on time to buy
- ▶ Provision of green certificates as applicable
- ▶ Energy data management (this may be an additional cost depending on supplier)
- ▶ Advice on energy management and green/ renewable options

Value added services available at an additional cost (unless otherwise stated):

- ▶ Access to our Bill Validation service including historic records
- ▶ Product management including regulatory updates such as Streamlined Energy and Carbon Reporting (SECR) and Energy Savings Opportunity Scheme (ESOS)
- ▶ Access to our energy monitoring platform (Visible Energy)
- ▶ Provision of Meter Operator Agreements (MOPs) (unless stated in the quote)
- ▶ Assistance with Data Collection (unless stated in the quote)
- ▶ Consultancy on and implementation of renewable and energy efficient solutions
- ▶ Guidance and advice on your business's journey to Net Zero (PAS2060)
- ▶ Access to energy analytics and planning tools using AI technology

Date: 6 December 2024

Acceptance

To accept the above terms of business, please sign and date below:

Signed for and on behalf of

Company Name

Print Name

Signature

Position