

# Energy Ombudsman Deed Poll

	<b>This Deed Poll is made on</b>	
<b>Insert date of execution</b>		
<b>Insert full name of member of the service</b>		
<b>Insert place of incorporation of member of the service</b>  (Not applicable to partnerships or sole practitioners)	<i>a company incorporated in</i>	
<b>Insert registered number</b>  (Not applicable to partnerships or sole practitioners)	<i>under company number</i>	
<b>Insert full address of registered or principal office</b>  (as applicable), including country		
	(such person being a “Suppliers Company”, which definition shall include the legal personal representatives and successors of any such person).	

## Introduction

- A. Energy Ombudsman Limited, a company incorporated in England and Wales under company number 14029367 (the “Company”), has been established for the purpose of receiving and handling unresolved complaints or disputes concerning the supply or provision of certain services and/or products by energy suppliers including but not limited to encouraging and/or facilitating the resolution, settlement and/or withdrawal of such unresolved complaints or disputes and facilitating the enforcement of, any decisions, awards, remedies and redress.
- B. Each Supplier Company is required to execute a deed poll in the form of this Deed Poll for the purpose of entitling and enabling each complainant directly to exercise and enforce against such Supplier Company any final decision made against such Supplier Company by the Company relating to any cases brought within the time period in which the Supplier Company was subject to this deed poll, including (without limitation) any award made against and/or any other remedy to be provided or complied with by such Supplier Company under or pursuant to such final decision.
- C. The Supplier Company in entering this Deed Poll agrees to be bound by and comply with all the provisions contained in their agreement with the Company and the Terms of Reference.

## This deed witness as follows:

### 1. Interpretation

Unless the context otherwise requires, in this Deed Poll (including the Introduction):

- 1.1 words and expressions defined in or by the Articles, the Memorandum and/or the Terms of Reference shall have the same meaning wherever used in this Deed Poll;
- 1.2 references to the Articles, the Memorandum and/or the Terms of Reference shall be construed as references to such documents in their respective forms from time to time; and
- 1.3 use of headings shall not affect the interpretation of this Deed Poll.

### 2. Covenant

The Supplier Company hereby covenants and undertakes:

- 2.1 to comply in full with any Final Decision which has been accepted by a complainant in accordance with the terms of such Final Decision, including (without limitation) to satisfy and discharge in full (within the requisite time period) any Award and/or other Remedy made against or to be provided or complied with by such Supplier Company under or pursuant to such Final Decision; and
- 2.2 to be bound by and comply with all the provisions contained in the agreement between the Company and the Supplier Company including any terms of reference on the handling of complaints.

### **3. Enforceability**

For all purposes (including for the purposes of the Contracts (Rights of Third Parties) Act 1999), this Deed Poll shall be enforceable against the Supplier Company.

- 3.1 by or on behalf of each relevant complainant in relation to and to the extent of such Final Decision; and
- 3.2 by the Company or any company member in relation to clause 2.2 above.

### **4. General**

- 4.1 This Deed Poll may only be varied, amended, terminated or rescinded with the prior written consent of Energy Ombudsman Limited board.
- 4.2 The failure to exercise or delay in exercising a right or remedy provided by this Deed Poll or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Deed Poll or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 4.3 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 4.4 Energy Ombudsman Limited will accept an electric signature if it is deemed a qualified electronic signature meeting the following requirements:
  - a) it is uniquely linked to the signatory;
  - b) it is capable of identifying the signatory;
  - c) it is created using electronic signature creation data that the signatory can, with a high level of confidence, use under their sole control; and
  - d) it is linked to the data signed therewith in such a way that any subsequent change in the data is detectable; and
  - e) is created by a qualified electronic signature creation device and based on a qualified certificate for electronic signatures.

### **5. Governing Law**

This Deed Poll shall be governed by and construed in accordance with English law.

### **6. Deed**

This Deed Poll shall be executed and delivered as a deed poll immediately on the date hereof.

### In witness whereof

this Deed Poll has been duly executed and delivered as a deed poll on the date hereof.

Executed and delivered as a deed poll by

### Signatory 1

Name of Director (Designated Member / Proprietor) or Secretary	<input type="text"/>
Signature of person named above	<input type="text"/>
Position	<input type="text"/>

### Signatory 2

Name of Director (Designated Member / Proprietor) or Secretary	<input type="text"/>
Signature of person named above	<input type="text"/>
Position	<input type="text"/>
 <b>OR</b>	
Name of witness	<input type="text"/>
Witness signature	<input type="text"/>
Address of witness	<input type="text"/>
Occupation of witness	<input type="text"/>