

AVID ENERGY – WEBSITE and ONLINE APP TERMS OF USE

Please read these Terms of Use carefully - they set out the basis on which you are allowed to use our website and our online app. If you have any questions about them or don't accept them, please contact our website team at info@avidenergy.co.uk or on 0330 022 6115 before using this website or app.

Your use of this website and/or app is also governed by our Privacy Policy which is available [here](#).

If we agree to supply you with gas and/or electricity then our Supply Terms & Conditions will apply.

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Who are we?

These Terms of Use relate to our website ([**avidenergy.co.uk**](http://avidenergy.co.uk)) and our online app. We are Avid Energy Limited, a company registered in England with company number 10026662. Our registered office is Avid Energy, Eversheds House, 70 Great Bridgewater Street, Manchester, England, M1 5ES. We operate from Avid Energy, Maple House, High Street, Potters Bar, England, EN6 5BS. Our VAT number is 270056134.

We are a licensed gas and electricity supplier in Great Britain. We are regulated by Ofgem.

You can contact us by email at info@avidenergy.co.uk or by telephone on 0330 022 6115

Where we refer to the term "website" this also applies to any online application we provide either on mobile, tablet or desktop platforms.

Using our website

We can't guarantee that the website will stay the same – we might change it.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. From time to time, we may suspend or restrict the availability of all or any part of our website for business and/or operational reasons.

This website and its contents are protected by intellectual property rights, which either belong to us or are licensed to us to use. You may not copy or use them for a commercial purpose without our consent in writing.

You may print or download content from this website or copy the content to other individuals for their personal information provided that:

- no content is modified in any way;
- no graphics are used separately from accompanying text;
- our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material; and
- the person to whom you providing these materials are made aware of these restrictions.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

Our liability to you

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

These Terms of Use do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud; or

- any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We can't guarantee that this website will be:

- compatible with all or any hardware and software which you use;
- available all the time or at any specific time; or
- accurate and up to date.

The information on this website is given for general information and interest purposes only, and you should not rely on it. We recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website.

We are only liable to you for losses which you suffer as a direct result of our breach of these terms and conditions. We shall have no liability for any indirect or consequential loss or damage incurred by any user in connection with our website or any websites linked to it or any materials posted on it.

We are not responsible to you for any:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- business interruption; or
- wasted management or office time,

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

You may have other rights granted by law, and these Terms of Use do not affect these. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of gas and/or electricity.

Linking

We may link to other websites. When we do this, we will try and make it as clear as possible that you are leaving our website. We are not responsible for these websites in any way and do not endorse them. You should check their terms and conditions and privacy policy when you visit them.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our website other than that set out above, please contact info@avidenergy.co.uk.

Our Terms

These Terms of Use only deal with your access to this website and our online App.

Please note that we may not necessarily keep a copy of these Terms of Use. We advise you to print a copy of them for your information in the future.

Our contract and all communications between us will be in English.

Disputes

If you have any complaint about this website you should contact our Website team at info@avidenergy.co.uk and we will try and resolve it as soon as possible. However, if we have a dispute regarding your use of the website or these Terms of Use, the courts will use English law to determine that dispute. If you wish to take legal action against us, as we are a UK company you should do so in the English courts only.