

## GENERAL CONDITIONS OF PARTICIPATION IN COLLECTIVE PURCHASE

### Introduction

1. These General Conditions along with our [Privacy Policy](#) apply when you register on or use our website [www.ichoosr.co.uk](http://www.ichoosr.co.uk) and affiliated websites including but not limited to the websites designed for Collective Purchase schemes organised by iChoosr (the "**Sites**"), as well as when you register through a council or council-appointed third party to take part in a Collective Purchase scheme. By accessing and using this Site as well as our paper-based service (offline service) you agree to be bound by and to act in accordance with these General Conditions and our Privacy Policy. If you do not agree to these General Conditions and our Privacy Policy, you are not permitted to access and use this Site or our offline service and you should cease such access and/or use immediately.
2. We provide an independent online and offline (post-based) service, which enables you to participate in a reverse auction for energy deals with energy suppliers. This service is free for you to use. Nothing on this Site or in our written personal communication is, or shall be deemed to constitute a recommendation or endorsement by us in respect of any supplier, product or service referred to on this Site. Information on this Site as well as information sent to you by post is provided for general information purposes only, should not be relied upon by you and is provided so that you can consider whether you are interested in entering into a direct contract with an energy supplier. The energy suppliers taking part in the auctions will be making competing bids to offer their terms to eligible Participants.
3. You should always check the suitability, adequacy and appropriateness of the product or service that is of interest to you and it is your sole decision whether to obtain or refrain from obtaining any product or service. If you are in any doubt as to the suitability, adequacy or appropriateness of any product or service referred to on this Site or in our written personal communication, we suggest that you seek independent professional advice before you enter into a direct contract with an energy supplier.

**Definitions and Interpretations used in these General Conditions** References to "**we**" or "**us**" mean iChoosr Ltd., a private limited liability company established at 1st Floor, 23 Princes Street, London, W1B 2LX, Companies House number 8241539.

**"Community Leader"** means a co-organiser of the Collective Purchase scheme as mentioned at the top of the Site.

**"Collective Purchase"** means a reverse auction in which Suppliers bid to provide services to you (and other participants in the reverse auction) and in which you have the option of purchasing energy from the Supplier that wins the auction.

**"Participant"** means a (legal) person, whose enrolment for Collective Purchase Schemes is confirmed by iChoosr.

**"Supplier"** means an energy provider offering the product or service for Collective Purchase.

**"Winning Bid"** means the bid selected by iChoosr on the basis of what iChoosr considers to be the best deal based on your preferences.

Anything expressed to be in **"writing"** shall mean letter, email and fax correspondence and permissions indicated by electronic submission via the internet.

### **Conditions of use by the Participant**

4. Enrolment and registration on the site and through councils or council-appointed third parties is free. iChoosr reserves the right to refuse enrolments or remove registrations. Your enrolment or registration on the Site or through a council or council-appointed third party is not a guarantee that you will be offered energy supply terms by any energy supplier. Sometimes the energy suppliers who participate in our reverse auctions are unable to offer terms to all the Participants.
5. The Participant must be at least 18 years old and live at an address, which can be verified by iChoosr; or is a company limited by shares or by guarantee.
6. The Participant guarantees that the information provided by them is correct and, if changes are made to such information, the Participant will notify iChoosr in writing and if the winning Supplier has already been made known to the Participant, to that Supplier as well.
7. The Participant can be excluded by iChoosr from certain Collective Purchase schemes if, in iChoosr's reasonable opinion, the Participant provides insufficient information for iChoosr to operate such Collective Purchase schemes in relation to the Participant.
8. The Participant grants permission for iChoosr to telephone them in order to answer any questions the Participant may have or to make clarifications.
9. The Participant warrants that there are no facts or circumstances that prevent them from lawfully participating in any Collective Purchase

schemes or from switching gas and/or electricity suppliers should they wish to do so.

### **Limitation of Liability**

10. The products and services offered via this Site or through a council or council-appointed third party are not provided by us but are instead provided by third parties (the Suppliers) over whom we do not have control. It is your responsibility to satisfy yourself that you wish to obtain any product or service before entering into a contract with a Supplier and we strongly recommend that you read that contract carefully before entering into a contract with the Supplier.
11. Subject to Clause 12 below, we are not responsible or liable for any loss or damage you may suffer or incur in connection with any product or service you obtain after using this Site or our offline service through a council or council-appointed third party for any acts, omissions, errors or defaults of any third party in connection with that product or service.
12. Nothing in these General Conditions excludes or limits our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation.
13. iChoosr cannot be held liable for any defect, loss or damage relating to intrusion into its computer system, or to the presence of a virus, or faults, which may affect certain functions of the Site. In view of the particular technical characteristics of the internet, iChoosr cannot rule out the possibility of interruption of access to the site due to maintenance, delay in the transfer of information, or a defect in its server.

### **Force Majeure/Act of God**

14. If as a consequence of facts and circumstances beyond its control, or not attributable to it, iChoosr is hindered from completing part or all of its activities, it has the right to suspend execution of them.

### **Privacy**

We are committed to protecting your privacy and we treat your privacy very seriously. Please see our [Privacy Policy](#) to understand how we use the personal data you provide to us on this Site or through a council or council-appointed third party.

### **General Clauses**

15. These General Conditions and any disputes arising out of or in connection with them are subject to English law.

16. iChoosr reserves the right to amend these General Conditions. Amendments enter into effect 24 hours after they have been published on the Site or shared with offline Participants by post.

**Thank you for visiting our Site.**