



TOTALENERGIES INSIGHTS: TERMS AND CONDITIONS

Last updated: [30] September 2024

1. INSIGHTS SERVICE PORTAL

TotalEnergies Insights is a portal enabling customers to view their half-hourly consumption data where they have a smart or AMR meter. This is to comply with Ofgem supply licence conditions and to help customers manage their energy consumption.

2. TERMS & CONDITIONS FOR TOTALENERGIES INSIGHTS SERVICE

2.1 Definitions:

“**Agreement**” has the meaning set out in clause 3.4 of these Ts&Cs.

“**Baseline Consumption**” means the reasonable estimation of the typical MPAN consumption calculated as per the Balancing and Settlement Code (BSC) P376 baseline methodology.

“**Insights Platform**” means the software platform, used to notify You and provide visibility of Your consumption use, accessible once registered with Our Partners.

“**Partners**” means those third parties that we work with to provide the TotalEnergies Insights Service, including Smart Metering Services Limited and Eliq AB.

“**Supply Point**” means the electricity or gas supply point (identified by meter point reference number) nominated by You for use in respect of the TotalEnergies Insights Service.

“**TotalEnergies Insights Service**” has the meaning set out in clause 1 of these Ts&Cs.

“**TotalEnergies**” “**We**” or “**Us**” or “**Our**” means TotalEnergies Gas & Power Limited, a company registered in England and Wales with registered number 2172239 and registered office Bridge Gate, 55-57 High Street, Redhill, Surrey, RH1 1RX.

“**T&Cs**” has the meaning set out in clause 3.2 of these Ts&Cs.

“**You**” or “**Your**” means you, a customer of TotalEnergies.

3. APPLICABLE TERMS

3.1 TotalEnergies has developed a service which enables TotalEnergies customers to view their half-hourly consumption data (the “**TotalEnergies Insights Service**”).

3.2 The terms and conditions set out here (“**T&Cs**”) apply to Your use of the TotalEnergies Insights Service. Please review these Ts&Cs carefully before using the TotalEnergies Insights Service.

3.3 We may deliver the TotalEnergies Insights Service using Partners.

3.4 These T&Cs, together with any specific rules set out in any communications that we may send you relating to the TotalEnergies Insights Service, comprise Your agreement with TotalEnergies with regard to the TotalEnergies Insights Service (the “**Agreement**”). By



registering and participating in the TotalEnergies Insights Service, You are agreeing to be bound by this Agreement.

- 3.5 TotalEnergies may amend the TotalEnergies Insights Service and/or the Agreement from time to time for a number of reasons, for example due to any changes in law or regulation, for security purposes, or to reflect changes to the TotalEnergies Insights Service.
- 3.6 Any changes to this Agreement will be notified to You via e-mail. Unless stated otherwise, the effective date of the change will be the date of the email. Your continued use of the TotalEnergies Insights Service following any change to the Agreement taking effect constitutes your acceptance of the updated Agreement. If you do not agree to any change to the Agreement, you should stop using the TotalEnergies Insights Services.
- 3.7 Please note that the Agreement is separate to the terms and conditions for the supply of gas and electricity that You will have with TotalEnergies with respect to Your Supply Point.

4. SERVICE PARTICIPATION

- 4.1 The TotalEnergies Insights Service is provided to You free of charge. You must be 18 or over to use the TotalEnergies Insights Service. Only residents of Great Britain (excluding Northern Ireland) are eligible to sign up to TotalEnergies and to use the TotalEnergies Insights Service.
- 4.2 To be eligible for this service:
- 4.2.1 You must at all times comply with the Agreement, including these T&Cs.
 - 4.2.2 Your Supply Point must be registered to TotalEnergies.
 - 4.2.3 You must have consented to, and not removed Your consent for, sharing Your smart meter data with Us and Our Partners for the purpose of the TotalEnergies Insights Service. Your smart meter half-hourly data will be read by Our Partners on a regular basis until such time as You opt out of Our TotalEnergies Insights Service, or the TotalEnergies Insights Service comes to an end.
 - 4.2.4 You must have a working electricity or gas smart meter at the Supply Point which has been sending TotalEnergies smart meter data for 10 days, to provide sufficient data to allow baselining of Your usage in accordance with the methodology outlined in modification BSC P376 (which is explained further below).
 - 4.2.5 You must refrain from engagement in ancillary services, capacity market, or the balancing mechanism.
- 4.3 If applicable, to participate in the TotalEnergies Insights Service, You need to opt in and give Your consent for TotalEnergies and Our Partners obtaining half-hourly consumption data from Your smart meter at Your Supply Point on Your behalf for the purpose of the TotalEnergies Insights Service. We will send Your consent to the smart data collector's (DCC) approved partners and receive the data which will be used for baseline and settlement calculations purposes.



- 4.4 Our Partners will calculate Your Baseline Consumption using the BSC P376 ‘Utilising a Baseline Methodology to set Physical Notifications’. This methodology looks at up to 10 days of Your recent smart meter history, to calculate Your average consumption.
- 4.5 In the event that Our Partners are unable to obtain Your meter readings to calculate Your usage, Our Partners will estimate Your usage using an average across all TotalEnergies Insights Service participants. If at any point you are no longer eligible to receive the TotalEnergies Insights Service as you no longer meet the requirements set out in the Agreement (including under Clauses 4.1 and 4.2 of these T&Cs), We may remove You from the TotalEnergies Insights Service.
- 4.6 If Your smart meter becomes disconnected or You cease to be responsible for the Supply Point, You will no longer be eligible for the TotalEnergies Insights Service.

5. LIABILITY

- 5.1 By using the TotalEnergies Insights Service, You commit to ensuring that all information submitted by You is true, accurate, current and complete. If any information You submit is found to be fraudulent or incorrectly completed or if TotalEnergies has reasonable grounds to believe that You have breached any terms of the Agreement, including these T&Cs, TotalEnergies may disqualify You from the TotalEnergies Insights Service.
- 5.2 As a consumer, you have certain rights under law in respect of our provision of the TotalEnergies Insights Services. You have certain legal remedies if we breach any of these rights. Nothing in the Agreement will affect or undermine these legal rights or remedies.
- 5.3 Nothing in this Agreement is intended to, or will, exclude Our liability for fraud, death or personal injury resulting from negligence, or any other liability which may not be limited or excluded under law.
- 5.4 Subject to clauses 5.2 and 5.3, we exclude all implied conditions, warranties, representations, or other terms that may apply to TotalEnergies Insights Service and/or the Insights Platform, or any content provided through it.
- 5.5 Subject to clauses 5.2 and 5.3, we will not be liable to You for any loss or damage (however it arises), even if foreseeable, arising under or in connection with:
- 5.5.1 Your use of the TotalEnergies Insights Service;
 - 5.5.2 use of, or inability to use, the Insights Platform; or
 - 5.5.3 use of or reliance on any content or information displayed on the Insights Platform or as provided as part of the TotalEnergies Insights Service.
- 5.6 In particular, We will not be liable for:
- 5.6.1 business losses and/or losses to non-consumers (for example loss of business, loss of business information, business interruption and loss of profits, savings or revenues); or



5.6.2 indirect losses which are a side effect of the main damage and losses that were not foreseeable by You and Us at the time of You first accepted the Agreement.

5.7 Our liability to You in connection with any failure to comply with Our obligations under the Agreement shall be limited to a total of £2,500.

5.8 Whilst we will endeavour to notify You in advance where practicable, You agree that We may suspend access to the TotalEnergies Insights Service and/or the Insights Platform temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Our control. We shall not be liable to You in any way for such suspended access.

6. INTELLECTUAL PROPERTY

6.1 All intellectual property rights in or arising out of or in connection with the TotalEnergies Insights Service (other than intellectual property rights in any materials provided by You) shall be owned by Us or our partners.

7. TERMINATION

7.1 You may terminate Your participation in the TotalEnergies Insights Service immediately at any time by de-registering from the TotalEnergies Insights Service on the Insights Platform.

7.2 We may cease the provision of the TotalEnergies Insights Service and/or access to the Insights Platform or any of the services made available through it at any time for any reason.

7.3 We may suspend or terminate Your access to the TotalEnergies Insights Service and/or the Insights Platform where You are in breach of any of the requirements of the Agreement, including where You cease to be responsible for the supply at the Supply Point.

7.4 Termination or expiry of the Agreement will not affect any rights, remedies, obligations or liabilities of that either You or We have accrued before the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement.

8. GENERAL

8.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failing to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

8.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

8.3 The Agreement is personal to You. You may not assign, sub-license or otherwise transfer any of Your rights and obligations in the Agreement to any other person.



- 8.4 If a party decides not to exercise or enforce any right that it has against the other at a particular time, then this does not prevent such party from later deciding to exercise or enforce that right.

9. DATA PROTECTION AND PUBLICITY

- 9.1 TotalEnergies' privacy policy shall apply to any data collected in connection with this TotalEnergies Insights Service and can be found on our website at [Legal | TotalEnergies in the United Kingdom](#). You should read the privacy policy before using the TotalEnergies Insights Service.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement is governed by the laws of England and Wales and the courts of England and Wales will have the exclusive right to settle any disputes that may arise in relation to the Agreement, meaning that if You wish to bring a claim against Us You must do so through those courts. However, if You reside in Scotland, you still have the benefit of any applicable rights under the laws of, and the right to bring an action before the courts of, Scotland.