

# FIXED STANDARD

Electricity Terms and Conditions for Business Customers

Version 17 effective from 1 October 2022



# Fixed Standard

## Electricity Terms and Conditions for Business Customers

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### 1 Supply

- 1.1 We will provide Supply to a Supply Point from its Expected Supply Start Date until the Term ends as long as:
- we are able to complete Registration of it, if we are not already Registered; and
  - you meet and maintain the Connection Conditions; and
  - if it is an Unmetered Supply Point, we have a copy of its current valid Unmetered Supplies Certificate.
- 1.2 If we need to Register a Supply Point, we will complete Registration as soon as reasonably practicable and, in any event, within 5 Working Days of the date when we have accepted your signed Contract Information Pack and you have provided us with sufficient information to complete Registration of the Supply Point, unless:
- you have asked us not to proceed, and we have agreed;
  - you have asked for a later Expected Supply Start Date and we have agreed;
  - another supplier has objected to our Registration;
  - a connection which we or you require to be made has not yet been made;
  - the Supply Point requires a suitable metering arrangement; or
  - we are prevented due to any other circumstances outside our control despite us having taken all reasonable practicable steps to resolve,
- in which case we will complete the Registration as soon as reasonably practicable and, in any event, within 5 Working Days from the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply), and we may vary any of the Fixed Basis charges as a result.
- 1.3 If we cannot Register a Supply Point for any reason, you ask us not to complete its Registration, or you breach a Connection Condition (even if the breach occurs prior to us completing its Registration), we may:
- remove the Supply Point from the Agreement and may also take any combination of the following actions: charge you a Supply Point Removal Charge (if the removal happens before the Earliest Termination Date); De-energise or Disconnect the Apparatus or Metering at the Supply Point if we are already its Registered supplier; vary the Fixed Basis charges of the remaining Supply Points in accordance with provision 8 (Variation); or
  - terminate the Agreement and in addition may also take either or both of the following actions: charge you an Early Termination Charge (if the termination happens before the Earliest Termination Date); De-energise or Disconnect Apparatus and Metering at any Supply Point we have already Registered.
- 1.4 The Contract Information Pack will show the anticipated Electricity Source of the Supply that will apply until the Earliest Termination Date.

### 2 Connection Conditions

- 2.1 The Connection Conditions are that:
- throughout the Term, you will use each Site for a business purpose, and you:
    - have the authority to fulfil the requirements and obligations of the Agreement; and
    - will satisfy the conditions of the Industry Agreements that apply to you or that you must meet to enable us to provide your Supply, and you will not do anything that leads us or you to breach any obligations under them; and
    - will provide a parent company guarantee, letter of credit or Credit Support if we ask, and pay in advance in accordance with provision 9 (Credit Support and Advance Payment) if we require you to; and
    - will take all necessary steps, at your cost, to maintain the safety and adequacy of your electrical equipment; and
    - must tell us at least 7 working days in advance of any material change to the pattern or amount of Supply you expect to consume at a Supply Point, including any shutdown, holiday, or change of working pattern; and
    - have formally agreed we may Register all the Unmetered Supply Metering System Identifiers that appear on a particular Unmetered Supply Certificate at the same time; and
    - will write to tell us if a Site is connected to a private network that is, or is capable of providing an onward supply of electricity to a third party premise (a “**downstream customer**”). You must promptly obtain and provide us with the written agreement of each downstream customer to pay our Extended Supply Charges for any electricity we supply their premises, following termination of this Agreement or the De-Energisation or Disconnection of the Metering or Apparatus at a Supply Point; and
  - for a Supply Point, throughout the period we are its Registered supplier, you:
    - will promptly provide any information we request so that we can provide Supply; and
    - will meet the metering requirements of provision 3.1 (Metering Equipment), and will have Metering installed if it

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- is required by an Industry Agreement; and
- agree that in accordance with Schedule 7 of the Act, whenever we consider it appropriate, we may prepare any invoice using a Meter Reading taken from a Meter that is not certified; and
- will ensure that if the Supply Point is connected directly to a:
  - Distribution System, you have a Connection Agreement in place with the relevant Distribution Network Operator or otherwise you authorise us to enter into one with them on your behalf, where you agree to be bound by the National Terms of Connection, as described in provision 15.9; and
  - Transmission System, a Bilateral Connection Agreement is in force with the Transmission System Operator; and
- authorise us to enter into any Agent Services Agreements we deem necessary, with Agent Services Providers on your behalf, which you will be bound by (whether the Agent Services Agreement is arranged by you or us); and
- will ensure we remain Registered (until the Supply Point is legitimately removed from the Agreement); and
- will tell us if you have, or intend to, De-energise or Disconnect the Metering at it; and
- will not provide Balancing Services or Demand Side Response without our prior consent (not to be unreasonably withheld), will notify us of the frequency and volume of any Balancing Services provided. Where any Balancing Services are carried out for you by a third party, you will procure that such third party provides us with data relating to the volume transacted in Balancing Services; and
- will not receive electricity from a third party; and
- for an Unmetered Supply Point, you must (also):
  - at the time you enter into the Agreement, write to tell us the owner, location and address of each piece of Apparatus connected with it. You must write to tell us in advance of a change to any of that information; and
  - inform us before connecting any additional Apparatus to it (which must also be authorised by the relevant Unmetered Supplies Operator in advance); and
  - provide us a revised Unmetered Supplies Certificate no later than 14 days after a change is made to it;
- you must notify us promptly if any Supply Point is part of a Related Metering Point. Where a Supply Point is part of a Related Metering Point and all the MPANs which are part of that Related Metering Point are not already included within the agreed Supply Points, you must agree with us any additional Charges payable for those MPANs to be supplied under this Agreement or we will remove that Supply Point from this Agreement; and
- you must write to tell us immediately if you think you will breach, or you do breach any Connection Condition.

## 3 Metering and Equipment

### 3.1 Metering Equipment

3.1.1 There are certain metering requirements you must meet for each Supply Point at your cost:

- there must be correctly commissioned and functioning Metering which we are able to access, that will accurately measure Supply at the correct Measurement Class (except for Unmetered Supply Points that do not require an Equivalent Meter under the Industry Agreements); and
- the Metering is always compliant with the Industry Agreements, and can provide Meter Readings that allow us to charge you according to the Billing Cycle and price schedule set out in the Contract Information Pack.

If a Meter replacement, installation or modification is necessary, or we take an action to make you compliant with this provision, you must pay us any resulting cost we incur if we ask, which we will include in any invoice.

3.1.2 If either of us become aware or suspect that a Meter is or maybe operating inaccurately, we can arrange for it to be inspected by a Meter Operator, a Meter Examiner, or both, to determine whether it is operating within the tolerances prescribed in the Industry Agreements. If we ask, you must pay the cost of an inspection, which we may require you to do in advance. If the Meter Operator or Meter Examiner confirm the Meter is operating inaccurately, you will not be required to pay for the inspection, and we will reimburse you any amount you have already paid us for it, but you will be required to pay for the costs connected with any installation of new or replacement Metering. If it is found that as a result of an inspection you have overpaid an amount, we will seek to recover it on your behalf under the Industry Agreements. Alternatively, if there has been any underpayment, we will confirm the amount and the period over which you must repay it.

3.1.3 If the Available Capacity of a Site or Supply Point changes, you must promptly write to tell us.

3.1.4 We will write to tell you if we require you to have new Metering, because:

- a Supply Point requires Metering compliant with Code of Practice Five of the BSC (and associated communication links) to be installed; or
- a Supply Point with a Profile Class of '05', '06', '07' or '08' does not have AMR Metering, in which case you

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must have AMR Metering installed within 3 months of our request; or

- it is a requirement of an Industry Agreement or an industry mandate.

If you fail to comply with our request, we may arrange for our preferred Meter Operator to install the new Metering and appoint our preferred Agent Services Providers to provide the necessary Agent Services. You must pay the capital cost of the new Metering (including any installation and administration costs) if we ask, which we may require at the time of installation.

3.1.5 If you intend to install new Metering at a Supply Point whether or not we have requested you do, you must write to tell us the expected date of installation in advance, and inform us of any Agent Services you have arranged Agent Services Providers to provide it.

3.1.6 We may carry out a Change of Measurement Class on an AMR Meter with a Profile Class of '05', '06', '07' or '08', in order to settle the Supplied Electricity consumed at it on a half hourly basis.

3.1.7 If there is any change affecting your Metering or the Available Capacity, including any change described in this provision 3, or if you or an Agent Services Provider provides information relating to your Metering or the Available Capacity that is incorrect or incomplete, we may vary the Fixed Basis charges and the type and amount of any Metering Agent Charges you are due to pay us for its Supply in connection with provision 8 (Variation).

### 3.2 Meter Reading

3.2.1 When we Register a Supply Point with NHH Metering we may ask you for its Meter Reading, which you must provide to us as soon as possible and no later than 14 days after its Supply Start Date.

3.2.2 If you have contracted directly with a Data Collector, you must ensure we are provided with Meter Readings at the frequency and times we specify.

3.2.3 If we do not have all the Meter Readings we require, we may seek our own Meter Readings at your cost, in order to prepare invoices.

3.2.4 We may remotely collect Meter Readings from any Smart Metering and AMR Metering at a Supply Point more than once a month, for a period of less than a month, where we are permitted to do so in accordance with Industry Agreements, or where you have agreed that we may do so.

3.2.5 We will operate a Smart Meter as a traditional NHH Meter whilst we cannot remotely collect Meter Readings from it.

3.2.6 If you do not have a Smart Meter but your Site is eligible for a Smart Meter, then by agreeing to these terms and conditions, you agree to have a Smart Meter fitted at your Site and to us contacting you to book an appointment for its installation.

### 3.3 Agent Services

3.3.1 If you have arranged for a Supply Point to be provided with any Agent Services, you must write to tell us who you intend the Agent Services Providers to be at least one month before you require their services to commence. We expect you to arrange the necessary Agent Services Agreements with Agent Services Providers for Supply Points with HH Metering or AMR Metering.

3.3.2 If, for a Supply Point:

- you don't tell us about a contract you have in place with an Agent Services Provider; or
- we do not wish to appoint an Agent Services Provider you have requested for whatever reason, even if you have an Agent Services Agreement in place with them; or
- you do not have all the Agent Services Agreements in place to deliver the necessary Agent Services at the time they are required,

we will appoint Agent Services Providers on your behalf to provide the necessary Agent Services, where possible taking into account any preferences you have raised.

3.3.3 Throughout the Term, you must ensure that each Agent Services Provider with whom you have an Agent Services Agreement (to provide an Agent Service to a Supply Point):

- is qualified under the relevant Industry Agreements and meets any requirement we specify in relation to the standard, condition and timing of the service they provide; and
- promptly provides us with any information we require, to be able to provide the Supply in connection with our obligations under the Industry Agreements.

If we become aware that this condition is not satisfied, we may appoint a replacement Agent Services Provider and you must pay any resulting cost.

3.3.4 You shall pay us for the costs we incur or agree to pay on your behalf, including our own internal costs, in relation to the appointment of Agent Services Providers for the Supply Points, and the Agent Services they provide in relation to those Supply Points, including the cost of any additional or optional services you choose to

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take or we require you to take from them. We will include the costs in any invoice we issue to you.

### 3.4 Right of Access

- 3.4.1 If we ask, you must provide us, our invitees, contractors, representatives, agents and the Agent Services Providers, safe and unrestricted access to:
- the Metering at each Supply Point; and
  - the location of any Apparatus connected with an Unmetered Supply Point; and
  - any location to enable us to operate the Agreement, even if we are not providing Supply to the location.
- 3.4.2 If you have a specific security or safety requirement in relation to our access, you must tell us in advance of our visit, and we will comply with any reasonable request.
- 3.4.3 If a visit has been arranged with you and you refuse access, you must pay us any reasonable charges or costs we incur or suffer as a result.

### 3.5 De-energisation and Disconnection

- 3.5.1 In certain circumstances, we may De-energise or Disconnect Apparatus at an Unmetered Supply Point or Metering at a Supply Point, which we have Registered. The circumstances are that:
- one or more Supply Points are removed under provision 10.2 (Removal), at which point we may De-energise or Disconnect the Apparatus or Metering at them; or
  - an event described in provision 11 (Ending the Agreement) arises, at which point we may De-energise or Disconnect the Apparatus at any Unmetered Supply Point or any or all of the Metering at the Supply Points; or
  - the Metering at a Supply Point is De-energised for at least 3 months, at which point we may Disconnect it; or
  - the Industry Agreements require us to De-energise or Disconnect the Apparatus at an Unmetered Supply Point.
- 3.5.2 We will not Re-energise or Re-connect any Apparatus at an Unmetered Supply Point or the Metering at a Supply Point, until we are satisfied you have remedied the cause of the De-energisation or Disconnection and taken any other action we request of you as a result (which may include paying an amount we request in connection with any cost we incur relating to De-energising, Disconnecting, Re-energising or Reconnecting it, or that we incur during the period of its De-energisation or Disconnection).

## 4 Electricity Source

- 4.1 The Electricity Source will apply to the amount of Supplied Electricity, unless for any periods we decide, we have provided you with more electricity than we expected to and we choose to provide the extra electricity from a Standard Energy source. The amount of electricity we expect to provide you in a period will be the portion of the Total Forecasted Consumption at the Supply Points that we think is attributable to that period.
- 4.2 You must satisfy yourself of the reporting requirements of greenhouse gas inventories if you intend to circulate or publish information in relation to the Electricity Source.
- 4.3 If your Electricity Source is backed by an amount of Zero Carbon for Business Energy, then the following declaration will apply: For each disclosure period (as defined in the Electricity (Fuel Mix Disclosure) Regulations 2005) that corresponds (in whole or part) with the period of the Supply under the Agreement, we will not supply to our customers more nuclear sourced electricity than the amount of Generator Declarations we hold (or will hold) for total electricity generated from a nuclear energy source for the relevant disclosure period.
- 4.4 Any failure by us to provide the Supply using any Electricity Source(s) specified in the Contract Information Pack shall not constitute a breach by us of this Agreement.

## 5 Indirect Tax Relief and Exemption

- 5.1 There are some indirect taxes that we must collect from you by law if they are applicable to the Supplied Electricity you consume, including Value Added Tax (VAT) and Climate Change Levy (CCL). If you are entitled to VAT or CCL relief in connection with the Supply, before we apply the relief, you must provide us with any information we request so that we are able to verify your entitlement to it, and in addition a completed, current and valid:
- VAT Certificate of Declaration, specifying the Meter Identifiers that are connected with a Supply Point entitled to a reduction in the amount of VAT payable (and equivalent reduction in the amount of CCL payable), and we may only apply a reduction for periods a Meter Identifier is Energised; and
  - a PP11 certificate for each Meter Identifier connected with a Supply Point that is entitled to a reduction in the amount of CCL payable, except where we have accepted a VAT Certificate of Declaration for those Meter Identifiers, where we will apply the reduction automatically,
- and you must write to tell us as soon as you become aware that your entitlement to relief will change during the

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Term, and provide us with the effective date of the change, a revised PP11 or VAT Certificate of Declaration (as relevant), and any other information we ask for. We may only apply the change once you have provided all the information we need.

5.2 Except where a PP11 you have already provided to us is revised to reflect an increased entitlement to CCL relief, if you ask us, we will be able to apply the relief set out in a valid VAT Certificate of Declaration or valid PP11 you provide to us, from the later of:

- the date we receive it from you; or
- the date it became valid; or
- the date we started to provide Supply to the Supply Point.

We will not be liable to you in any way if we do not apply the relief earlier for any reason.

5.3 If we become aware that we have not invoiced you the correct (or any) amount of VAT or Climate Change Levy within a period of 4 years of the date of an invoice, we may retrospectively alter the amount within any invoice we issue within that period.

5.4 You are responsible for:

- any inaccuracy or omission in each VAT Certificate of Declaration and PP11 you provide to us; and
- payment of the correct amount of VAT and Climate Change Levy, and payment of all amounts we invoice you in connection with it (including after expiry of the Term).

## 6 Exemptions for Energy Intensive Industries (EIs)

6.1 If you provide us with a current and valid EI Certificate that may qualify you for a reduction or exemption from the cost of CfD, the Renewables Obligation, Feed in Tariff or any other industry levy at a Site (an “**EI Exemption**”), we may apply such EI Exemption until the relevant EI Certificate expires. We may request you to provide us with additional information before we apply any EI Exemption.

6.2 If we agree to apply an EI Exemption for a Site, we will decide the value of the reduction and how and from what date we will apply it, (which will not be retrospectively, and may not be before the beginning of the Billing Cycle Period for the Site’s Supply Points, following the next complete Billing Cycle Period after we receive the Site’s EI Certificate).

6.3 You must immediately write to tell us of any change to a Site’s EI status, and provide us with a revised EI Certificate for it (if one exists) as soon as possible.

6.4 If we become aware that you should not have been credited an amount of an EI Exemption, you must reimburse us, and we will include the amount in any invoice we issue, even after expiry of the Term.

## 7 Charges, Invoices and Payment

### 7.1 Charges and Invoices

7.1.1 We aim to send you the invoices we produce by the 12th working day of the month. The frequency we will send an invoice for a Supply Point will depend on its Billing Cycle, and invoices will include:

- the Charges for the Supplied Electricity consumed in the previous Billing Cycle Period; and
- any Metering Agent Charges we have agreed to pay or have paid Agent Services Providers on your behalf; and
- any TNUoS Charges (including any prepayments we require you to make as described in provision 7.1.3); and
- any Climate Change Levy and Value Added Tax that we believe is payable by you, and any of the following:
  - any Tolerance Charge calculated in accordance with Schedule B; and
  - fees we are asked to include by a TPI you use; and
  - our charges for paying and managing any cost or charge on your behalf in connection with the Supplied Electricity and/or Agent Service; and
  - Availability Charges and Excess Capacity Charges; and
  - any amount we determine we have undercharged you because at the time we calculated the Fixed Basis charges for an Unmetered Supply Point, we based them on an inaccurate or out of date Unmetered Supplies Certificate provided by you or an Unmetered Supplies Operator; and
  - any other amount we are entitled to charge you under the Agreement.

7.1.2 Wherever we can, we will calculate Charges for a Supply Point with Metering using consumption data recorded by the Metering, but where unavailable or we suspect it is wrong, we will use our reasonable estimate of the pattern and amount of electricity we think has been consumed. For an Unmetered Supply Point that does not

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require Metering, we will establish the Charges payable using consumption information on its Unmetered Supplies Certificate and the Industry Agreements. If we prepare an invoice for an amount of consumption that is later revised (because actual consumption data becomes available, consumption data is amended by a Data Collector, or an Unmetered Supplies Certificate is revised), we may recalculate the Charges payable, and include any resulting credit or debit in a later invoice.

### 7.1.3 Transmission Network Use of System Charges

- a) If the Contract Information Pack indicates any Transmission Network Use of System Charges are charged on a Pass Through Basis, you must pay those TNUoS Charges in accordance with this provision 7.1.3: You must pay the TNUoS Banded Charges applicable to you during the Term. Where applicable, the TNUoS Banded Charges will be charged to you on a daily basis for each Site and we will invoice you for these on a monthly basis during the Term.
- b) You must pay our estimate of the Triad Charges applicable for each whole or part Triad Period within the Term, before they are actually known. For a Site we will:
  - charge our estimate of the Triad Charges for a Triad Period via the monthly invoices for the Supplied Electricity consumed between the April before the Triad Period and the March following it (and the amount for it charged on each particular invoice is known as a **"Triad Charge Prepayment"**); and
  - for a Triad Period, reconcile the Triad Charge Prepayments you make against the actual amount of the Triad Charges after they are known, and we will include any resulting credit or debit in any invoice.

If the Term ends before a Triad Period begins and you have made Triad Charge Prepayments towards the Triad Charges for that Triad Period, we will refund those payments in any invoice, except where we decide to hold on to the payments because the Site remains owned or occupied by you and the Supply Points at it remain Registered to us.

### 7.1.4 Tolerance Charge

If the amount of electricity you consume at your Supply Point in the Tolerance Period varies from the Supply Point Consumption by more or less than the Tolerance, we may charge you a Tolerance Charge, but not in relation to electricity you consume after the Earliest Termination Date.

## 7.2 Payment

### 7.2.1 You must:

- settle the total amount of each invoice we issue in a single payment of cleared funds according to the Payment Terms we have agreed, without any deduction; and
- pay the correct amount of Value Added Tax in relation to the invoices.

### 7.2.2 You can write to us to dispute an invoice within 90 days of the invoice date. If we agree that an amount should not be payable by you in relation to a Supply Point, we will credit the amount to you in the next invoice we issue for it.

### 7.2.3 If you fail to fully settle an invoice on time:

- we will treat the unpaid amount as a debt in its own right which will accrue interest at the Interest Rate compounded annually from the date the amount became due, until the date we are in receipt of full payment in cleared funds. We may make other charges in relation to a debt which you must pay on our request, including:
  - any debt recovery costs we incur;
  - any and all payments recoverable under the Late Payment of Commercial Debts (Interest) Act 1998;
  - an administration fee of no more than £100;
- and if you usually receive a single invoice in relation to multiple Supply Points, we may elect to prepare and issue you a separate invoice for each subsequent Billing Cycle Period.

### 7.2.4 We may set off any amount:

- we receive from you against any amount you owe us or any of our Group Companies; and
- any of our Group Companies owe you against any amount payable by you.

This applies to any amount payable or owing by you, even if the amount is unrelated to the Agreement.

## 8 Variation

8.1 In certain circumstances we may (but will not be obliged to) vary the Fixed Basis charges, or add or amend a provision of the Agreement. If we do, we will write to tell you the date any change will take effect and we will not increase the Fixed Basis charges by more than the additional cost we expect to incur that we are not already entitled to charge on a Pass Through Basis. These circumstances are:

- we agree a variation between us in writing; or

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- we are unable to complete Registration of a Supply Point by the later of the Earliest Supply Start Date or its Expected Supply Start Date, because of something you have done or fail to do; or
- the Fixed Basis charges for a Supply Point include an:
  - Availability Charge and Excess Capacity Charge; or
  - amount for:
    - Distribution Use of System Charges (DUoS); and/or
    - Transmission Network Use of System Charges (TNUoS),that was published as being final and applicable in relation to a specific period at the time we agreed those Fixed Basis charges, but subsequently the final applicable DUoS or TNUoS charges (or both) are varied for any of that specific period; or
- a Supply Point is added, replaced, Re-energised or Re-connected, or its voltage, Measurement Class, or Line Loss Factor or Profile Class is found to be incorrect or amended; or
- a Meter Identifier is added to a Supply Point; or
- there is a change to any Apparatus connected with an Unmetered Supply Point, or the Unmetered Supplies Certificate for it is revised; or
- the same Fixed Basis charges apply to a group of Supply Points and any of those Supply Points, but not all, are removed from the Agreement; or
- information you or an Agent Services Provider provides is incorrect or incomplete; or
- a new or alternative Agent Services Provider is appointed to provide an Agent Service; or
- a change to an Industry Agreement, arrangement or law is implemented after the date of the Agreement, or a direction is received from the Government or the Authority after the date of the Agreement ; or
- Force Majeure causes the electricity market to be changed, or national demand for electricity or your consumption of electricity to change, or our electricity purchase agreements to be wholly or partly suspended or terminated; or
- there is a change to any statutory levy, charge, tax, tariff or similar or any new statutory levy, charge, tax, tariff or similar or new levies/taxes are introduced; or
- any third party charges or costs which apply in connection with your Supply are greater than we forecast prior to entering into this Agreement, or we reasonably expect any such cost or charge to become greater than we forecast prior to entering into this Agreement.

## 9 Credit Support and Advance Payment

9.1 If a Material Adverse Change occurs, or you fail to settle an invoice on time on consecutive occasions, we may take any combination of the following actions, not necessarily at the same time:

- change your Payment Period;
- require you to make payments for your Supply in advance;
- ask you to provide Credit Support.

We may take similar action if you fail to settle an invoice, either by CHAPS within 2 days of the payment due date if your Payment Method is Direct Debit, or otherwise within 14 days of the due date.

9.2 **Conditions of Credit Support:**

- **Amount:** We will not ask you to provide an amount of Credit Support in excess of our estimate of the value of your invoices for any consecutive 3 month period;
- **Payment:** You will need to provide Credit Support to us within 7 days of our request, otherwise we will consider you to have committed a material breach and we may terminate the Agreement and may in addition take either or both of the following actions: charge you an Early Termination Charge (if the termination happens before the Earliest Termination Date); De-energise or Disconnect Apparatus and Metering at any Supply Point we have already Registered;
- **Use:** We may use Credit Support provided by you to settle any invoice overdue by 14 days or more. If we do, we will tell you and you must top-up the Credit Support to the amount we originally requested within 7 days;
- **Repayment:** We will return Credit Support as soon as we are able after the end of the Term provided all amounts due to be paid by you (that we know about at that time) have been settled;
- **Interest:** The balance of any Credit Support you provide in cash, excluding any amount HM Revenue and Customs require (because of a tax law) and any amount you owe us, will accrue interest at the Bank of England's annual base lending rate. We will pay any accumulated interest at the time we return the Credit Support to you.

9.3 **Conditions of Payments in Advance:**



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- **Amount and payment:** If we ask you to pay for Supply in advance, we will explain the action you must take including the amounts you must pay, and you must take any course of action we request of you during the period we expect you to pay in advance.
  - **Reconciliation:** We will reconcile the payments for the Supply you make in advance against the actual amounts payable, at and for intervals we choose, and we will include any resulting credit or debit in any invoice.
- 9.4 If you have agreed to pay any Charges or other sum due to us in connection with the Supply by Direct Debit, but fail to make payment by that method (whether or not you pay the relevant sum by any other method) we may apply an **“Incorrect Payment Method Uplift”** of up to 2% of the total Charges or other sums due. We may apply the Incorrect Payment Method Uplift even where this Agreement provides for alternative uplifts for payment methods other than Direct Debit (e.g. BACS or CHAPS) and you have used one of these alternatives.

## 10 Supply Point Addition and Removal

### 10.1 Addition

- 10.1.1 You can write to us to request we add a supply point to the Agreement at least 20 Working Days before you would like it to start receiving Supply. If we approve your request, we will agree the Expected Supply Start Date, and the terms of the Agreement will apply to it from the time we agree its Charges in writing.
- 10.1.2 You must write to tell us at least 20 Working Days in advance of a new Meter Identifier at an existing Supply Point and whether you would like it to be added to the Agreement. We will tell you if we require it to be added, even if you have not asked that we do.

At the point we approve or request the Meter Identifier is added, the terms of the Agreement will apply to it, and we will write to tell you the Fixed Basis charges that will apply and any that will be varied (in accordance with provision 8 (Variation)) as a result.

### 10.2 Removal

- 10.2.1 You cannot remove a Supply Point from the Agreement, either:
- prior to the Earliest Termination Date; or
  - after the Earliest Termination Date, unless you agree a new contract with us for Supply to the Supply Point, or you arrange for another Supplier to Register it and we have no reason to object.
- 10.2.2 We:
- may remove a Supply Point from the Agreement if you:
    - fail to meet or maintain the Connection Conditions in relation to it; or
    - make any change to its Metering or any Apparatus connected with it; or
    - make a change that impacts its connection to the Transmission System or Distribution System; and
  - may remove the Supply Points at a Site from the Agreement with effect from the later of the date:
    - you will no longer own or occupy the Site or the owner of any piece of Apparatus at it changes, as long you give us advance notice, or
    - we become aware you are no longer in ownership or occupation of the Site or any piece of Apparatus at it after the time you disown it or move out,and in relation to any Supply Point that is removed:
    - where we are already its Registered supplier, we may also take action to De-energise or Disconnect its Apparatus and Metering as described in provision 3.5.1; or
    - we may not complete Registration of it if we have not already done so at the time of its removal.
- 10.2.3 If a Supply Point is removed from the Agreement:
- and the removal date is prior to the Earliest Termination Date, we may charge you a Supply Point Removal Charge, which we will include in any invoice; and
  - we will write to tell you if any Fixed Basis charges (for the remaining Supply Points) will be varied as a result (in accordance with provision 8 (Variation)); and
  - you must pay any amount we invoice in connection with the Supplied Electricity consumed at it prior to the date of its removal, even if we send the invoice after expiry of the Term.

### 10.3 Actions on a Change of Tenancy or Ownership

- 10.3.1 You must write to tell us the date you will no longer own or occupy a Site and provide us with the identity of the new owner or occupier at least 20 Working Days in advance. You must also provide us with the same amount of written notice if the legal identity of a Site's owner or occupier will change.
- 10.3.2 As soon as possible, on or after we remove the Supply Points at a Site from the Agreement due to you no longer

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being its owner or occupier, we will seek to obtain a closing Meter Reading for each of the Supply Points with NHH Metering (if any).

## 11 Ending the Agreement

- 11.1 You cannot choose to end the Agreement on a date before the Earliest Termination Date.
- 11.2 In certain circumstances, we may terminate the Agreement on a date before the Earliest Termination Date. If we do, we will write to confirm the date and we may charge you an Early Termination Charge, which we will include in any invoice. The circumstances are:
- you fail to satisfy a Connection Condition, or you fail to maintain one or more of them; or
  - you fail to pay an amount due within the Payment Period, and fail to pay any Charges in advance or provide Credit Support when we ask you to; or
  - you tell us you may not or will not pay your debts; or
  - you repeatedly breach the Agreement or any Industry Agreement, or you materially breach any of them or you fail to carry out a remedial action we ask you to make as a result of a breach within 14 days of the date of our written request; or
  - you no longer own or occupy all of the Sites; or
  - you cease or suspend a substantial part of your business, or you tell us that you may do; or
  - Force Majeure causes a disruption to the Supply for at least 28 continuous days; or
  - something happens that may lead to the appointment of a receiver, an administrative receiver, a liquidator, a bankruptcy trustee or a supervisor; or
  - you:
    - enter administration or liquidation; or
    - suggest or agree a course of action to benefit your creditors; or
    - are granted appropriate legal authorisation to delay performing an obligation of the Agreement; or
    - propose a voluntary arrangement under Part 1 of the Insolvency Act 1986, and either:
      - a Court grants us permission to terminate the Agreement; or
      - any Charges you subsequently incur remain unpaid 29 days after the payment due date; or
      - within 14 days of us requesting the insolvency office-holder to provide us a written personal guarantee that any Charges you subsequently incur will be paid, no written guarantee is received.
- At the time of termination, we may also take action to De-energise or Disconnect Apparatus and Metering at any Supply Point that we remain the Registered supplier to, as described in provision 3.5.1, and we may not complete the Registration of any Supply Point we have not already completed at that time.
- 11.3 The Agreement will terminate immediately if our Supply Licence is withdrawn or a last resort supply direction is made in relation to the Supply Points in favour of another supplier in accordance with standard condition 8 of their supply licence.
- 11.4 You must provide us with, or arrange for us to receive, a closing Meter Reading for each Supply Point with NHH Metering, at, or as close as is possible to the earlier of the end of the Term, or the time it is removed from the Agreement. If you do not, or you provide a Meter Reading for it yourself that we suspect is inaccurate, we may use our estimate of the amount of electricity you have consumed to prepare an invoice.
- 11.5 After the Term ends, we may enter and remove our equipment from any Site.
- 11.6 Expiry of the Term will not affect the rights, remedies, obligations or liabilities accrued by either of us up to that point, and some conditions will continue to be effective and have the same meaning (after expiry). Those provisions are 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15 and Schedule A.

## 12 Extension

- 12.1 If any Supply Point remains Registered to us after the Earliest Termination Date or the date the Agreement is terminated (whichever occurs first), the Agreement will not end, unless or until:
- none of the Supply Points are Registered to us; or
  - we start to supply electricity to the Supply Points under new agreements between us; or
  - the remaining Supply Points' Metering or the Apparatus connected with it (as the case may be) is Disconnected, but we will apply Extended Supply Charges to the Supplied Electricity consumed from that time in place of the Fixed Basis charges, we may change the charges that we invoice to you on a Pass Through Basis, and we may

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Electricity Terms and Conditions for Business Customers

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(without notifying you,) change the Electricity Source of the Supply.

## 13 Objection to Registration

- 13.1 If another supplier requests to Register a Supply Point, we may object if:
- the request is to Register it on a date on or before the Earliest Termination Date and we have not agreed it can be removed from the Agreement; or
  - it is not to Register all the Supply Points at a Site or that appear on the same Unmetered Supplies Certificate on the same date; or
  - you owe us an amount; or
  - you breach an obligation of the Agreement; or
  - we know or believe the request is erroneous; or
  - we have any reasonable grounds to,
- 13.2 If we do object in accordance with provision 13.1:
- we will inform you as soon as reasonably practicable that we have made the objection and the grounds for the objection;
  - we may require you to write to the other supplier within 3 Working Days of our request, to ask them to withdraw any pending application to Register the Supply Point and to ask they only make a further request to Register it from a date we are happy for it to be removed from the Agreement; and
  - you must take any other action we request to ensure the Supply Point remains Registered to us.
- 13.3 If we object a supplier's request to Register a Supply Point solely because an amount you owe us is overdue, we will remove our objection once you fully settle the amount. If our objection is removed later than the day following our receipt of the request, you must ask the supplier to place a further request to Register the Supply Point if you still require them to Register it.

## 14 Liability

- 14.1 You shall indemnify us in respect of any resulting loss, cost or liability of any nature we suffer or incur, including any liquidated damages we have to pay under the BSC, in relation to:
- a breach of any Connection Condition by you, or you fail to satisfy a requirement defined in provision 3 (Metering and Equipment), including where you fail to provide information to us in the timescale we require; and/or
  - your participation in any Balancing Services;
  - your consumption of Supplied Electricity at a Site or Supply Point exceeding the Distribution Network Operator or Transmission System Operator (as relevant) view of the Available Capacity; and/or
  - any act or omission of you, your agents, an Agent Services Provider (whether or not they have been contracted by us on your behalf) or a Distribution Network Operator, in connection with the Agreement or a Supply Point (including its Metering or Apparatus); and/or
  - any action we take because an Agent Services Provider you have an Agent Services Agreement with fails to meet any expectation we have of them (as described in provision 3.3.3); and/or
  - our appointment of a replacement Agent Services provider to provide an Agent Service to a Supply Point; and/or
  - any amount of Value Added Tax and Climate Change Levy that is incorrectly invoiced as a result of your failure to provide us with accurate information at the time it is required.
- 14.2 Neither we, our officers, employees or agents will be liable for loss or damage which is:
- economic or financial including expected or actual loss of profits, loss of use, revenue, opportunity, agreement or goodwill; or
  - an indirect or consequential loss; or
  - a loss resulting from your liability to another person; or
  - a loss resulting from any damage to any computer or electronically stored data or software.
- 14.3 In the event that Force Majeure results in a delay or failure by either of us to perform an obligation of the Agreement neither you nor we will be liable to the other for delays or failures to fulfil part or all of our respective obligations under the Agreement. Whilst Force Majeure continues, the obligations under the Agreement will be suspended, subject to the Party claiming Force Majeure having:
- notified the other in writing, detailing the nature and extent of it; and
  - taken all reasonable steps to mitigate and remedy its effects, resuming their obligations under the Agreement as

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soon as possible.

14.4 If either:

- the Agreement is breached as a result of an action or omission of an Agent Services Provider, Distribution Network Operator, Transmission Licensee, or other third party; or
- it is found you have overpaid an amount in connection with Supply that has been passed on to a third party; or
- you have overpaid an amount as a result of a Meter Operator or Meter Examiner confirming a Meter is operating inaccurately,

we will only compensate or reimburse you any amount we recover in relation to it under an Industry Agreement or otherwise, minus any reasonable costs and expenses we incur as part of the recovery, and we will not have any liability to you in excess of what is prescribed by the Industry Agreements.

14.5 We:

- do not give any warranty or guarantee whatsoever as to the adequacy or safety of your electrical system and this shall be and shall remain at all times at your sole risk; and
- shall have no liability for any interruption or disruption of the Supply to a Supply Point due to a fault on any Distribution System, the Transmission System, or any electrical network, Apparatus or installation at any Site.

14.6 If we breach the Agreement and it causes physical loss or damage that was reasonably foreseeable at the date of the Agreement to either your property, or that of your officers, employees or agents:

- our maximum total liability, whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise for any incident or series of incidents in any 12 month period is £1,000,000; and
- we will deduct the amount of any compensation you are entitled to receive under a Connection Agreement from the amount of compensation we may have to pay you as a result of the same breach.

14.7 We shall not be liable, nor under any obligation to refund you any amount or alter any Charges if:

- any incorrect Charges are applied because of a failure by, or an error caused or made by you, an Agent Services Provider, a third party or a subcontractor, including where any Fixed Basis charge is incorrectly established as a result of us being provided inaccurate information; and/or
- any payments we have made to a TPI are disputed by you. You agree to indemnify us for any claims related to such payments. You must ask your TPI directly if you have any queries in connection with the impact of their fees on your Charges; and/or
- for any reason, we do not provide the amount of Renewable for Business Energy, Select Renewable Energy, Clean Renewable Energy, UK Renewable Energy or Zero Carbon for Business Energy indicated in the Electricity Source.

14.8 Notwithstanding any other provisions of the Agreement, nothing in the Agreement shall exclude or limit our liability to you where such exclusion or limitation is not permitted by law.

14.9 The rights and remedies set out in the Agreement are the only ones available to each Party in relation to the subject matter of the Agreement, and replace all rights or remedies provided by common law or statute, including any rights either party might otherwise have in tort.

14.10 So far as it excludes liability, this provision 14 overrides any other provision in the Agreement, except where otherwise expressly provided.

## 15 Interpretation and Handling of Information

15.1 You and we acknowledge that we enter into the Agreement based solely on its representations, warranties and undertakings.

15.2 You must allow any of the Supply Point's previous suppliers to give us information we request and need to be able to provide the Supply.

15.3 The Agreement:

- will be governed by and interpreted in accordance with English law; and
- will supersede all prior written and oral negotiations, representations, proposals, understandings and agreements in relation to the Supply; and
- may be executed in various counterparts which together will form the Agreement; and
- may be novated, transferred or assigned by us either in whole or in part, and we may subcontract or delegate the performance of an obligation or duty it places on us without your consent; and
- must not be assigned by you either in whole or in part without our written approval, which we will not unreasonably withhold or delay unless we are concerned about the financial standing of a transferee you

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- propose; and
- provisions are each separate and severable, and if one is found to be invalid, unlawful or unenforceable, the others shall all remain in force; and
  - is not intended to be in any part enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it (or an approved assigned party), unless specifically stated, and:
  - all references to the word “including” shall be construed without limitation.
- 15.4 References in the Agreement to statute or statutory provisions will include any subordinate legislation made in connection with them and any modification, amendment, extension, consolidation, re-enactment and/or replacement of them from time to time.
- 15.5 Each right, power or remedy connected with the Agreement:
- will not be waived if you or we delay or fail to wholly or partly exercise it; and
  - may be exercised any number of times.
- 15.6 Any notice connected with the Agreement must be provided in writing and delivered either by hand or posted by recorded delivery to the relationship contact at either the contact address shown on the Contract Information Pack or another address we may agree, or sent to the email address shown on the Contract Information Pack or a different email address we may agree. A notice will be deemed to be received if it is:
- sent by email, on the working day after it is sent; or
  - posted, after two working days; or
  - delivered by hand, on the day of delivery.
- 15.7 Details of our complaint handling procedure can be obtained at [edfenergy.com/large-business/customers/complaints](https://edfenergy.com/large-business/customers/complaints). Or call us on 0845 302 7109 (8am to 5pm Monday to Friday) to request a free copy by post.
- 15.8 Subject to provision 15.11, neither of us may disclose Confidential Information about the other for a period of 5 years after the Agreement ends without the other's written consent, unless the Confidential Information:
- is disclosed by us to enable us to satisfy an Agreement obligation; or
  - is in relation to credit, debt, invoicing or payment and we share it with any Group Company, factoring provider, finance provider, debt collection agency, legal representative, credit insurer or credit reference agency; or
  - is lawfully available in the public domain, as long as it is not there because of a breach of the Agreement; or
  - is required by law, a Competent Authority, the Industry Agreements, a bank or other financial institution or ratings agency, in relation to the financing or credit support of your business.
- 15.9 Where we enter into a Connection Agreement with a Distribution Network Operator on your behalf in accordance with these terms, that Connection Agreement will have legal effect from the time that you enter into the Agreement and sets out the rights and duties in relation to the connection to which your Distribution Network Operator delivers electricity or accepts electricity from your business, and you shall at all times during the Term comply with and perform your obligations under the National Terms of Connection (NTC). If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 4 More London Riverside, London, SE1 2AU: phone 020 4599 7700, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk). Where this provision applies, your Distribution Network Operator has the benefit of, and is entitled to enforce, the provisions of the Connection Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.10 We may:
- check your business records, and that of your business partners, at credit reference agencies (“**CRAs**”) and fraud prevention agencies (“**FPAs**”);
  - make checks for credit and verify identities, and may also make periodic searches at CRAs and FPAs;
  - record any outstanding balances that are not paid in full and on time with CRAs;
  - send information to CRAs, or pass your information to FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by other organisations in other countries; and/or
  - use your data for other purposes for which you give your specific permission.
- Further details of the ways in which we can check your records with, and provide information to, FPAs and CRAs can be found at <https://www.edfenergy.com/sites/default/files/third-party-data-sharing.pdf>
- 15.11 We may share your account information (which shall include information on your premises, volumes of Supplied Electricity, Total Forecasted Consumption and/or the Charges) with our group companies and selected third parties from time to time to provide the Supply and other energy related services, such as energy efficiency and savings
- 15.12 We respect your privacy and are committed to providing you with a clear understanding of how we use your data.
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To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at [edfenergy.com/your-privacy](http://edfenergy.com/your-privacy). If you would like a hard copy of the privacy policy you can contact us on 0800 096 9000 and we will post a copy to you.

## 16 Feed in Tariff Licensee Status

- 16.1 EDF Energy is a Mandatory FIT Licensee under Standard Condition 33 of the Supply Licence. Further information on feed-in tariffs may be found on EDF Energy's website (visit <http://www.edfenergy.com/fit> for further details). The term 'Mandatory FIT Licensee' has the meaning defined in the Supply Licence.

## 17 Micro Business Customers

- 17.1 If you are a Micro Business, provision 17 will also apply to you. We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:
- we have previously taken steps to recover payment for charges which are older than this,
  - we have not taken action to recover such older charges because of any act or omission on your part, or
  - any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.
- 17.2 So that we can bill you for energy in accordance with provision 17.1, it is very important that we receive accurate and up to date information about your energy use at least once per year, and so you must:
- provide us with an up to date and accurate meter reading at least once per year or if you have a Smart Meter or other remotely read meter such as HH Metering or AMR Metering, allow us to use it to take regular meter readings from you;
  - allow any meter reader or other EDF Energy representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);
  - tell us if you have moved into new premises and are taking a supply from us;
  - make sure you have arranged to pay us;
  - let us know if you are not receiving bills in accordance with your billing cycle;
  - tell us if you think there is a problem with your meter;
  - if you are not able to take any of the steps set out above, contact us to agree alternative arrangements and then comply with those.

Where you have opted for electronic communications from us, or this is a requirement of the product you have selected, it is your responsibility to provide us with an accurate email address, and to let us know if this needs to be updated. By entering this contract you acknowledge and agree that failing to take one of the actions above at least once per year will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable.

- 17.3 If you are a Micro Business customer that has come to us through a Third Party Intermediary, they will provide you with a Third Party Intermediary Commission Schedule which will inform you of any TPI Costs, unless no such costs have been passed on.
- 17.4 You do not need to notify us if you wish to terminate the Agreement after the Earliest Termination Date and switch to another supplier unless Supply Licence conditions SLC14.2 and 14.3 apply, however provision 11.4 continues to apply. We will continue to Supply you on the terms of the Agreement until the switch to your new supplier is made, save that Extended Supply Charges will apply.
- 17.5 If you are in a dispute with either us or your TPI, and we or they cannot resolve it, you may take your dispute to the Energy Ombudsman. Details of this service can be found at: <https://www.ombudsman-services.org/sectors/energy>. From 1 December 2022 we will only be working with TPIs who are registered with the Energy Ombudsman's Energy Brokers Alternative Dispute Resolution scheme.

## Schedule A - Early Termination Charge and Supply Point Removal Charge

- The **Early Termination Charge** or **ETC** (£) is as follows:  
**ETC = the Energy Component + the Seasonal Difference Component + the Administration Charge Component**
- The **Supply Point Removal Charge** or **SPRC** (£) is calculated for a Supply Point that is removed from the Agreement (the "**Deleted Supply Point**") as follows:

**SPRC = the Energy Component + the Seasonal Difference Component + the Administration Charge Component + the Group Average Price Revision Component**

where:

- the **Energy Component** (£) is as follows, and will only apply if the result is positive:
  - for the **ETC**: using the amount of Total Forecasted Consumption we expected to Supply the Supply Points that were on the Agreement immediately before the termination between the effective date of the termination and the Earliest Termination Date (inclusive), we will take the cost of electricity we included in the Fixed Basis charges of those Supply Points, minus the Current Market Cost of that electricity; and
  - for the **SPRC**: using the amount of Total Forecasted Consumption we expected to Supply the Deleted Supply Point between the date it is removed from the Agreement and the Earliest Termination Date (inclusive), we will take the cost of electricity we included in its Fixed Basis charges, minus the Current Market Cost of that electricity.

We will establish the **Current Market Cost** of electricity (which will be final and binding on both of us) using the current market cost, our expectation of it, or a mixture of those costs, and any loss, cost, damage or expense we do or expect to incur, whether or not we decide (at our sole discretion) to trade the electricity in the market.

- the **Seasonal Difference Component** (£) is as follows, and will only apply if the result is positive:
    - for the **ETC** means:
      1. the total amount of Fixed basis charges we would have expected to invoice the Supply Points that were on the Agreement immediately before the termination, if we had determined their Fixed Basis charges using the actual (or where unavailable, the estimated) amount of Supply we provided them up to the point of termination (on the basis of the same cost data and method we used to prepare their Fixed Basis charges that appear on the Contract Information Pack); minus
      2. the total amount of Fixed Basis charges for the same Supply Points that we have and expect to invoice (at time of the calculation) for the same period; and
    - for the **SPRC** means:
      1. the total amount of Fixed Basis charges we would have expected to invoice the Deleted Supply Point, if we had determined its Fixed Basis charges using the actual (or where unavailable, the estimated) amount of Supply we provided it up to the point of its removal from the Agreement (on the basis of the same cost data and method we used to prepare its Fixed Basis charges that appear on the Contract Information Pack); minus
      2. the total amount of Fixed Basis charges for the Deleted Supply Point that we have and expect to invoice (at time of the calculation) for the same period.
  - the **Administration Charge Component** (£), means an administration charge of £220, plus 3.5% of the total amount of Charges we had expected to invoice for the electricity we will no longer Supply, which:
    - for the **ETC** we will evaluate using the amount of Total Forecasted Consumption we expected to Supply the Supply Points that were on the Agreement immediately before the termination between the effective date of the termination and the Earliest Termination Date (inclusive); and
    - for the **SPRC** we will evaluate using the amount of Total Forecasted Consumption we expected to Supply the Deleted Supply Point between the date it is removed from the Agreement and the Earliest Termination Date (inclusive).
  - the **Group Average Price Revision Component** or **GAPRC** (£) is only applicable if:
    - the Deleted Supply Point and other Supply Points (the "**Remaining Supply Points**") each have identical Fixed Basis charges which are a 'group average price'; and
    - the result of the following calculation is positive for the period between the date the Deleted Supply Point is removed from the Agreement and the Earliest Termination Date (inclusive) (the "**Period**"): **GAPRC = (RC – OC)**
- where:
- RC** means, the total amount of Fixed Basis Charges we would expect to invoice the Remaining Supply Points for the Period, evaluated using our view of the amount of Total Forecasted Consumption we expect to Supply them over the Period, if we had determined the group average price of their Fixed Basis charges for the Period without the Deleted Supply Point, (on the basis of identical cost data and methodology we used to prepare their Fixed Basis charges that are set out on the Contract Information Pack); and
  - OC** means the total amount of Fixed Basis charges we expect to invoice the Remaining Supply Points for the Period, evaluated using our view of the amount of Total Forecasted Consumption we expect to Supply them over the Period

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## Schedule B – Tolerance Charge Calculation

Notwithstanding any other provision in the Agreement, if in relation to a Tolerance Period the aggregate actual consumption at the Supply Points falls above or below the Supply Point Consumption for the Supply Points by the Tolerance or more, we may calculate and you will pay us a charge according to the formulas set out within this Schedule B (the “**Tolerance Charge**”). A Tolerance Charge shall be applied at our sole discretion and only where the result of the calculation is a positive amount:

- If the amount of Supplied Electricity in the Tolerance Period is less than the amount we expected you to consume:  
 **$(EC - AC) \times (ER - SSP)$**
- If the amount of Supplied Electricity in the Tolerance Period is greater than the amount we expected you to consume:  
 **$(AC - EC) \times (SBP - ER)$**

where:

- **AC** means the aggregate Supplied Electricity consumed at the Supply Points in the Tolerance Period;
- **EC** means the aggregate Supply Point Consumption for the Supply Points during the Tolerance Period, in line with the Contract Information Pack;
- **ER** means the price of electricity purchased to deliver to the Supply Points during the Tolerance Period which we included in the Fixed Basis charges;
- **SBP** means the average System Buy Price (as published by Elexon Limited (company number 3782949) and as amended from time to time) for the Tolerance Period (which we will calculate using half hourly System Buy Price data); and
- **SSP** means the average System Sell Price (as published by Elexon Limited (company number 3782949) and as amended from time to time) for the Tolerance Period (which we will calculate using half hourly System Sell Price data).



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## Definitions

**“Act”** means the Electricity Act 1989;

**“Agent Service”** means any one or more of the services provided by a Data Collector, Data Aggregator, Meter Operator, Meter Asset Provider or Meter Administrator, as is relevant to the context it is used;

**“Agent Services Agreement”** means the agreements with Agent Services Providers to provide Agent Services, and in relation to a Supply Point means all of those agreements that are required to be in place for it under the Industry Agreements;

**“Agent Services Provider”** means a party qualified under the Industry Agreements to provide an Agent Service;

**“Agreement”** means the Contract Information Pack including all the documentation referred to within it, and this document and any other document we declare forms part of the Agreement in the Contract Information Pack;

**“AMR Meter(ing)”** a meter at a Supply Point that is classed as an AMR meter and its associated ancillary devices, which records the amount of electricity consumption at it;

**“Apparatus”** means any electric lines, plant and associated equipment which is specified in an inventory required under the terms of the relevant Connection Agreement;

**“Authority”** means the authority established under section 1 of the Utilities Act 2000;

**“Available Capacity”** means the capacity, as agreed between you and your Local Network Operator, for each Site or Supply Point which is required for quoting and billing purposes. Where your Available Capacity has not been provided, it will be estimated until such time as your actual Available Capacity is provided. Once your actual Available Capacity has been provided then we may adjust our Fixed Basis Charges retrospectively to reflect any differences between the estimated Available Capacity and the actual Available Capacity and you shall be liable to pay all our charges as adjusted;

**“Availability Charge”** in relation to a Supply Point means the charge, expressed as a rate which is applicable to the Available Capacity of the Supply Point, and as set out on the Contract Information Pack;

**“Balancing Services”** has the meaning given in the Standard Conditions of National Grid’s transmission licence;

**“Bilateral Connection Agreement”** has the meaning set out in the Connection and Use of System Code;

**“Billing Cycle”** means in relation to a Supply Point, the frequency of the invoicing set for it on the Contract Information Pack;

**“Billing Cycle Period”** means in relation to a Supply Point, a Month if the Billing Cycle for it is ‘monthly’ or a Quarter if it is ‘quarterly’;

**“BSC”** means the Balancing and Settlement Code designated by the Secretary of State with the approval of the Authority;

**“CfD”** is a charge associated with meeting our obligations

under the CfD Payment Regulations, excluding any operational cost levy payment as defined in those regulations;

**“CfD Payment Regulations”** means the Contracts for Difference (Electricity Supplier Obligations) Regulations 2014;

**“Change of Measurement Class”** has the meaning set out in the BSC;

**“Change of Tenancy”** means an event where the occupier of a Site changes;

**“Charges”** means:

- in relation to a Supply Point, the Extended Supply Charges if they are applicable, or its Fixed Basis charges and Pass Through Basis charges; or
- in the context of an amount of charges, the total amount of Extended Supply Charges, or Fixed Basis charges and Pass Through Basis charges, payable by you in relation to the Supply provided to a Supply Point or the Supply Points (as the case may be);

**“Citizens Advice”** is a consumer service for free, confidential and impartial advice on consumer issues (visit: <http://www.citizensadvice.org.uk/energy> or phone: 03454 04 05 06);

**“Clean Renewable”** or **“Clean Renewable Energy”** means electricity generated in the UK from wind, solar and/or hydro, as evidenced by applicable REGOs;

**“Climate Change Levy”** or **“CCL”** means the tax referred to in schedule 6 of the Finance Act 2000;

**“CM Payment Regulations”** means the Electricity Capacity Regulations 2014 and Electricity Capacity (Supplier Payments) Regulations 2014;

**“Company Watch Score”** means the “company Watch H-Score” maintained by Company Watch Limited;

**“Competent Authority”** means the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public, judicial regulatory or statutory body or person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;

**“Confidential Information”** means:

- in relation to the Agreement, its provisions, the Charges, the fact it exists, and any other information relating to it; and
- the confidential affairs of you or us;

**“Connection Agreement”** means an agreement that sets out the terms and conditions (including the National Terms of Connection (NTC)), that you must abide by in order for a Supply Point to be connected to the relevant Distribution Network Operator’s Distribution System;

**“Connection Conditions”** mean the conditions that are described in provision 2 that you must meet in order for us to provide Supply to a Supply Point or the Supply Points, as the case may be;

**“Connection and Use of System Code”** or **“CUSC”** means the document of that name, setting out terms for the connection to and use of the Transmission System;

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**“Contract Information Pack”** means the document of that name setting out (among other things) an indicative pricing schedule for certain Metering or Apparatus at each Supply Point, including the Fixed Basis charges, Price Point and Payment Terms applicable to it;

**“Creditsafe Score”** means the “CreditSafe Credit Rating” maintained by CreditSafe Business Solutions Limited;

**“Credit Support”** means security in an amount and a form suitable to us, for example cash, that we may request you provide in connection with provision 9 (Credit Support and Advance Payment), and where the context requires, the amount of credit support you have provided at our request;

**“Data Aggregator”** means a party appointed to carry out the aggregation of the data provided by a Data Collector for the purposes of the BSC;

**“Data Collector”** means a party appointed to retrieve, validate and process Meter Reading data from Metering at a Supply Point or to provide electricity consumption data in relation to the Apparatus connected with an Unmetered Supply Point, as the case may be, for the purposes of the BSC;

**“D&B”** means Dun & Bradstreet Limited registered in England and Wales and its successors;

**“D&B Risk Rating”** means the risk indicator maintained by D&B which is a summary of how likely it is for a business to fail or experience a failure triggering event in a future 12 month period;

**“D&B Score”** means either the “D&B UK Failure Score” and/or the “SME Risk Score”, each maintained by D&B which predict the likelihood that a corporate entity will obtain legal relief from its creditors (if it became insolvent) or cease operations over a future 12 month period;

**“De-energise”, “De-energised” and “De-energisation”** means the movement of any switch, removal of any fuse, or any other action taken in relation to a Meter at a Supply Point or the Apparatus connected with an Unmetered Supply Point, as the case may be, which results in no electrical current being able to flow to it from a Distribution System or Transmission System (as relevant), including those actions taken without the need of physical access;

**“Demand Side Response”** means any agreement or arrangement made by you which could qualify as a “demand side response CMU” under Regulation 5 of the Electricity Capacity Regulations 2014, which may require you to adjust the amount of electricity you consume at a particular time in response to a trigger or request;

**“Disconnect”, “Disconnected” and “Disconnection”** means the removal of any cable or other equipment which results in a Meter at a Supply Point or the Apparatus connected with an Unmetered Supply Point, as the case may be, no longer being connected to a Distribution System or Transmission System (as relevant);

**“Distribution Code”** means the distribution code as defined in the Supply Licence;

**“Distribution Connection and Use of System Agreement” or “DCUSA”** means the agreement of that

name which permits (among other things) our use of the Distribution System of a Distribution Network Operator;

**“Distribution Exemption Holder”** means a person who is distributing electricity for the purpose of giving a supply of electricity or enabling a supply to be given, and who is authorised to do so by an exemption from the requirement to hold a distribution licence;

**“Distribution Network Operator”** means, in relation to a Supply Point, the holder of a licence under section 6(1) (c) of the Act to distribute electricity in the area it is situated;

**“Distribution System”** means the Distribution Network Operator’s system for distributing electricity to the Metering at a Supply Point;

**“Distribution Use of System Charges” or “DUoS”** means in relation to a Supply Point, the charges published and levied by the relevant Distribution Network Operator for use of their Distribution System, excluding connection charges;

**“Earliest Supply Start Date”** means in relation to a Supply Point, the date we intend to begin its Supply, which will be the ‘earliest supply start date’ set out in the Contract Information Pack or another date we agree, and we will not attempt to complete Registration of the Supply Point (if we need to) before that date;

**“Earliest Termination Date”** means the ‘earliest termination date’ set out in the Contract Information Pack for the Supply Points;

**“Early Termination Charge”** means the charge we may make if any of the circumstances in provision 11 (Ending the Agreement) occurs and we choose to terminate the Agreement on a date before the Earliest Termination Date, which we will calculate in accordance with Schedule A;

**“EII Certificate”** is a certificate acceptable to EDF Energy which demonstrates eligibility for an EII Exemption and which shows the amount of reduction from CfD, the RO, FIT, and/ or any other levy which a Site may be entitled to;

**“EII Charge”** are the charge(s) associated with meeting our obligations in relation to funding the EII Exemptions, that we determine (in relation to the rate or total amount of it, as the case may be) is attributable to the Supply we provide you;

**“EII Exemption”** Has the meaning given in provision 6.1;

**“Electricity Source”** means the source of the Supply, which will be made of Standard Energy, and/or Renewable for Business Energy, and/or Select Renewable Energy, and/or Clean Renewable Energy, and/or UK Renewable Energy and/ or Zero Carbon For Business. At the date of the Agreement, the Contract Information Pack will specify the proportion of the Total Forecasted Consumption at the Supply Points to be backed by each source (expressed as a percentage);

**“Equivalent Meter(ing)”** means a device that measures the half hourly electricity consumption of Apparatus associated with an Unmetered Supply Point Metering System Identifier;

**“Estimated Annual Consumption”** for a Supply Point

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means, where the number of Months falling within the Earliest Supply Start Date to the Earliest Termination Date is:

- more than 12: the sum of the 'total forecast units' set out for the Metering connected with a Supply Point on the Contract Information Pack, divided by the number of months falling within the period between the Earliest Supply Start Date and the Earliest Termination Date, multiplied by 12,
- less than 12: the sum of the 'total forecast units' set out for the Metering connected with that Supply Point on the Contract Information Pack;

**"Excess Capacity Charge"** means in relation to a Supply Point, the charge which will apply to all Supplied Electricity consumed by you at the Supply Point during any month in which the supply to the Supply Point exceeds at any point during the month the level of capacity that has been agreed for the Supply Point by the Distribution Network Operator or Transmission System Operator or for Supplied Electricity that we have undercharged you because we have been provided an inaccurate view of the correct Available Capacity at the Supply Point, or because you failed to tell us it changed, and which shall be charged at the following rate:

(a) Where your Contract Information Pack shows a rate for the "Excess Capacity Charge":

(i) for the period between the Earliest Supply Start Date until 31 March 2018, the rate shown for the "Availability Charge" in the Contract Information Pack; and

(ii) thereafter, the rate shown as the "Excess Capacity Charge" in the Contract Information Pack, or

(b) where your Contract Information Pack shows "N/A" as the "Excess Capacity Charge", the rate shown for the "Availability Charge" in the Contract Information Pack;

**"Exempt Distribution System"** means a distribution system that is granted an exemption under an Industry Agreement that is operated or controlled by a distribution exemption holder;

**"Experian"** means Experian Limited registered in England and Wales and its successors;

**"Experian Score"** means the 'Experian Commercial Delphi Score' maintained by Experian, which predicts the likelihood of a limited company failing or a non-limited business falling into default within a twelve (12) month period;

**"Expected Supply Start Date"** means for a Supply Point that at the date of the Agreement is:

- included on the Contract Information Pack, the Earliest Supply Start Date; or
- not included on the Contract Information Pack, the date we otherwise agree;

**"Extended Supply Charges"** means our prevailing extended supply charges which we may vary from time to time, and which we will provide you upon request;

**"FIT Order"** means the Feed in Tariffs (Specified Maximum Capacity and Functions) Order 2010 as amended from time to time;

**"Fixed Basis"** means the fixed charges (which all exclude Value Added Tax,) shown on the Contract Information Pack for the Supply Points or a particular Supply Point;

**"Force Majeure"** means circumstances beyond our reasonable control including (without limitation): an act of God; industrial disturbance; act of war; terrorism; civil commotion; vandalism; inclement weather; epidemic or pandemic; failure of a major energy supplier or generator; failure of plant or apparatus which could not have been prevented by good industry practice; suspension, interruption or termination of transmission through any transmission or distribution network; any exercise of demand control pursuant to a Grid Code; any Act of Parliament or governmental restraint including a direction of the Secretary of State under sections 34(4) or 96 of the Act. Your inability to consume electricity or to pay any amount due under the Agreement for any reason shall not be treated as force majeure;

**"Fully Inclusive"** in the context of a cost or charge, means that cost or charge is applicable to demand or electricity (as relevant) measured at a Meter or deemed to be delivered to Apparatus connected with an Unmetered Supply Point;

**"Generator Declaration"** has the meaning defined in the Electricity (Fuel Mix Disclosure) Regulations 2005;

**"Grid Code"** means the grid code as defined in the Supply Licence;

**"Grid Supply Point" or "GSP"** means the point at which electricity is transferred from the Transmission System to a Distribution System, and a cost or charge specified at that point is applicable to the demand or electricity (as relevant) measured at that point;

**"Group Companies"** means any Holding Company, Subsidiary or Associate of EDF Energy Customers Ltd (the terms "Holding Company" and "Subsidiary" have the meaning defined in Section 1159 of the Companies Act 2006 and "Associate" has the meaning defined in Section 416 of the Income and Corporation Taxes Act 1988);

**"HH Meter(ing)"** means the metering at a Supply Point that records the amount of electricity consumption on a half hourly basis, excluding any Equivalent Meter;

**"Industry Agreements"** means our Supply Licence, the Act, the BSC, our Use of System Agreement, the DCUSA, the Regulations, EU regulations relating to electricity including energy market integrity and transparency (REMIT), the Electricity (Unmetered Supply) Regulations 2001, BSC Procedure 520, the Grid Code, the Distribution Code, a Transmission License, the Statement of the Use of System Methodology, any Agent Services Agreement any Connection Agreement, any Bilateral Connection Agreement, any legislation that impacts on the operation of the energy market in the UK and any other standard electricity supply industry documents or agreements, including any changes that are made to those documents and that legislation after the date of the Agreement;

**"Interest Rate"** means the interest rate that we are statutorily able to charge, according to the Late Payment of

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Commercial Debts (Interest) Act 1998;

**“Investment Grade”** means a Rating of at least BBB- with S&P or at least Baa3 with Moody’s;

**“Line Loss Factor”** means for a Supply Point, the factor used by the Distribution Network Operator to scale the volume of electricity consumed;

**“Low Carbon Contracts Company”** means the CfD counterparty designated by the Secretary of State under Section 8 of the Energy Act 2013;

**“Material Adverse Change”** means any of the following events: (a) your Rating is Investment Grade and is revised below BBB- by S&P or Baa3 by Moody’s; (b) your Rating is Sub-Investment Grade and is revised below BB- by S&P or Ba3 by Moody’s (c) your Rating is withdrawn by both S&P and Moody’s for any reason; (d) your D&B Score is revised downward below 30 or is withdrawn by D&B for any reason; (e) your D&B Risk Rating increases to 4 or is changed to “-” (indicating that a D&B Risk Rating cannot be assigned) by D&B; (f) your Experian Score is revised downward below 30 or is withdrawn by Experian for any reason; (g) your Company Watch Score is revised downward below 30 or is withdrawn by Company Watch for any reason; (h) your CreditSafe Score is revised downward below 30 or is withdrawn by CreditSafe for any reason; (i) publication of information which in our reasonable opinion indicates a material deterioration in your business, assets or financial condition; (j) the suspension or cancellation of admission and/or trading of your equity or debt securities from any investment exchange on which they are admitted and/or traded; (k) insurers’ withdrawal of, or failure to renew, extend or approve credit insurance taken out, or proposed to be taken out, by us in respect of the Agreement; (l) you undergo a change of organisation, composition, control or senior management and we believe that the change seriously affects your ability to perform your obligations under the Agreement and/or is prejudicial to your financial stability; (m) if you fail or are likely to fail any covenant test in any facility, credit, loan or other similar documentation entered into with any financial institution or other third party.

In this definition, “your” means you and/or your parent undertaking, as defined in section 1162 of the Companies Act 2006;

**“Measurement Class”** has the meaning given to it in the BSC;

**“Meter”** or **“Metering”** means a meter that is a HH Meter, NHH Meter, AMR Meter, Equivalent Meter or Smart Meter, as the context requires, and its equipment (including any telecommunications link) installed at or associated with a Supply Point (apart from at an Unmetered Supply Point that does not require an Equivalent Meter), for recording the amount of electricity consumption;

**“Meter Examiner”** means an independent person appointed to examine the accuracy of an electricity meter in connection with Schedule 7 of the Act);

**“Meter Administrator”** means a party appointed to calculate the electricity consumed at an Equivalent Meter, for the purposes of the BSC;

**“Meter Identifier”** means for a Supply Point, the unique reference number associated with certain Metering at it, or an Unmetered Supply Metering System Identifier (as the case may be), and which will be either a:

- MPAN if the Supply Point is connected to a Distribution System; or
- a Metering System Identifier (as defined in the BSC) if the Supply Point is connected to a Transmission System;

**“Meter Operator”** means a party appointed for the purposes of the BSC, to:

- maintain the Metering at a Supply Point, and where required install, commission and test it. The party may be a Distribution Network Operator acting as a legacy Meter Asset Provider, and in relation to an Equivalent Meter will be whichever Meter Asset Provider is appointed, where the term ‘Meter Asset Provider’ has the meaning set out in the BSC; or
- record and maintain information, and to perform any actions required by Industry Agreement in relation to an Unmetered Supply Point. The party appointed will be the Unmetered Supplies Operator of the Distribution System that the Apparatus connected with the Unmetered Supply Point is joined to;

**“Meter Reading”** means the amount of electricity consumption recorded at a Meter which must be in the form of hourly metered data where the Meter is capable of providing it (except for a Smart Meter we are unable to take or receive half hourly metered data from);

**“Metering Agent Charges”** for a Supply Point, means any charges that we incur as a result of paying and/or managing any cost or charge on your behalf in connection with the Agent Service. A non-exhaustive, indicative pricing schedule of certain Metering Charges is set out in the Contract Information Pack;

**“Micro Business”** means a company which either:

- consumes less than or equal to 293,000 kWh of gas a year; or
- consumes less than or equal to 100,000 kWh of electricity a year; or
- has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2,000,000;

**“Moody’s”** means Moody’s Investors Services, Inc. incorporated in the United States of America and its successors;

**“Month”** means a calendar month, except where it is used in relation to a Billing Cycle Period of a Supply Point where it means:

- the period from the Earliest Supply Start Date to the first Meter Reading afterwards; or
- the period of approximately one calendar month from one Meter Reading to the next (which may be a period

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of less than a month if the next reading is taken because the Supply Point is removed from the Agreement or the Agreement ends;

**"MPAN"** means the meter point administration number (as defined in the Retail Energy Code) associated with a meter;

**"National Grid"** means National Grid Electricity System Operator Limited, a company registered in England under number 11014226;

**"NHH Meter(ing)"** means the metering at a Supply Point that records the amount of electricity consumption on a non-half hourly basis;

**"Notional Balancing Point" or "NBP"** means the notional point on the Transmission System at which electricity is treated as delivered in connection with an Energy Contract Volume Notification (as defined in the BSC), and a cost or charge specified at that point is applicable to the demand or electricity (as relevant) measured at that point;

**"Ombudsman Services: Energy"** means the independent body approved by Ofgem (the Office of the Gas and Electricity Markets), under the Consumers, Estate Agents and Redress Act 2007 (visit: [www.ombudsman-services.org](http://www.ombudsman-services.org), or phone: 0330 440 1624);

**"Pass Through Basis"** means:

- charges for each Supply Point that we will pass through to you at cost; and
- any taxes or levies; and
- any other charges,

that are shown as chargeable on a 'pass through basis' on the Contract Information Pack;

**"Payment Method"** for a Supply Point means the payment method of the payment terms shown for it on the Contract Information Pack or as we otherwise agree in writing;

**"Payment Period"** for a Supply Point means either the payment period of the payment terms shown for it on the Contract Information Pack, 14 days from the invoice date if the payment terms are not shown, or the period we otherwise agree in writing;

**"Payment Terms"** for a Supply Point means the Payment Method and Payment Period for it;

**"Price Point"** in relation to a Supply Point, determines the costs and charges that will be made on a Fixed Basis and a Pass Through Basis as set out on the Contract Information Pack, and in the context of a particular cost or charge, means the price point at which that cost or charge is incurred or made;

**"PP11"** means the 'Climate Change Levy Supplier Certificate' available from HM Revenue and Customs, used to declare a reduced amount of Climate Change Levy is applicable to the Supply provided to specific Meter Identifiers at a Supply Point;

**"Profile Class"** has the meaning given in the BSC;

**"Quarter"** means, in relation to a Billing Cycle Period of a Supply Point with a Profile Class '03' or '04':

- the period from the Earliest Supply Start Date to the first

Meter Reading afterwards; or

- the period of approximately 3 months from one Meter Reading to the next (which may be a period of less than a month if the next reading is taken because the Supply Point is removed from the Agreement or the Agreement ends);

**"Rating"** means any rating issued or maintained by either S&P or Moody's in relation to your long-term, unsecured, senior, unsubordinated debt securities;

**"Re-connect", "Re-connection" or "Re-connected"** means, the connection of any cable or other equipment to the Metering or Apparatus at a Disconnected Supply Point, so that the Metering or Unmetered Supply Metering System Identifier is connected to the relevant Distribution System or Transmission System and able to receive Supply;

**"Re-energise", "Re-energisation" or "Re-energised"** means, the movement of any switch or the taking of any other step (including those that are taken without the need of physical access) at a Supply Point with a De-energised Unmetered Supply Metering System Identifier or Metering, which has the effect of electrical current being able to flow to it from the Distribution System or Transmission System (as relevant);

**"Register" or "Registration"** means the action taken by an electricity supplier to become the supplier of electricity to a supply point under the Industry Rules;

**"Registered"** means, in relation to a particular supplier of electricity, that they are the supplier of electricity to a supply point under the Industry Agreements;

**"REGO"** means a Renewable Energy Guarantee of Origin Certificate issued to a generating station under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2010;

**"Regulations"** means the Electricity Safety, Quality and Continuity Regulations 2002 and any other regulations made under section 29 of the Act;

**"Related Metering Point"** has the meaning set out in the Retail Energy Code, being two or more MPANs which supply the same customer and are located at the same premises, where they should be supplied by the same supplier;

**"Relevant Law"** means any legislation, regulation, judicial interpretation or other law which applies to us, to you and/or to any other person or group of persons operating in the UK energy industry (for example, without limitation, any energy generator or distributor or consumer) or which has, or we reasonably consider will have, a detrimental effect on the level of risk, reward or operational effort we will bear under this Agreement;

**"Relevant Period"** means:

- the period from the Earliest Supply Start Date to the Earliest Termination Date if that duration is less than 12 months, or
- each successive period of 12 months, starting on the Earliest Supply Start Date, except that the final period may be a period of less than 12 months and will end on the Earliest Termination Date or the date the Agreement is

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terminated (whichever is earlier);

**“Renewable for Business”** or **“Renewable for Business Energy”** means electricity generated from a renewable source, which will be evidenced by any combination of: REGOs; Guarantees of Origin (where each is a ‘GoO’ as defined in Article 2 and Article 15 of the EU Directive 2009/28/EC of the European Parliament and the Council of 23 April 2009 and subsequent directives 2001/77/EC and 2003/30/EC); and statements in compliance with the Electricity (Fuel Mix Disclosure) Regulation 2005 (SI No. 391, where each statement implements Article 3(6) of the EU Directive 2003/54/EC);

**“Retail Energy Code”** or **“REC”** means the agreement of that name which sets out (among other things) the procedure for a supplier to Register a Supply Point;

**“S&P”** means Standard & Poor’s Ratings Group (a division of The McGraw Hill Companies Inc.) incorporated in the United

States of America and its successors;

**“Secretary of State”** means one of Her Majesty’s Principal Secretaries of State as defined in the Interpretation Act 1978;

**“Select Renewable”** or **“Select Renewable Energy”** means electricity generated from any renewable source, as evidenced by applicable REGOs, which has been generated at a specified generation station or site;

**“Site”** means the premises at a particular site address set out on the Contract Information Pack, and any Supply Points and Unmetered Supply Points listed at that address;

**“Smart Meter(ing)”** means a meter at a Supply Point that is classed as a smart meter including its associated ancillary devices, which records the amount of electricity consumption at it;

**“Standard”** or **“Standard Energy”** means a source of electricity that is not Zero Carbon for Business, Renewable for Business Energy, Select Renewable Energy, Clean Renewable Energy, or UK Renewable Energy;

**“Statement of Use of System Charges”** means the statement of charges issued by National Grid connected with the Statement of the Use of System Charging Methodology produced in accordance with its transmission licence;

**“Sub-Investment Grade”** means a Rating of BB+ or below with S&P or Ba1 or below with Moody’s;

**“Supplied Electricity”** means electricity supplied to you under the Agreement, and in relation to a Supply Point means the electricity supplied to that Supply Point;

**“Supply”** means the supply of electricity to be provided by us to the Supply Points, and in relation to a single Supply Point means the supply to be provided by us to it;

**“Supply Licence”** means the licence granted to us under section 6(1)(d) of the Act;

**“Supply Point(s)”** means all of the Boundary Point Metering Systems (as defined in the BSC) and the Unmetered Supply Point(s), or some or any one of them as the context requires, that are associated with a Site and set

out on the Contract Information Pack;

**“Supply Point Consumption”** means a document of that name setting out the estimated monthly consumption for each Supply Point;

**“Supply Point Total Forecasted Consumption”** for a Supply Point means the sum of the ‘total forecast units’ set out for its Metering, or the Unmetered Supply Metering System Identifier connected with it, on the Contract Information Pack;

**“Supply Point Removal Charge”** means the charge we may make in relation to a Supply Point that is removed from the Agreement before the Earliest Termination Date, which we will calculate in accordance with Schedule A;

**“Supply Start Date”** means for a Supply Point, the date we become the Registered supplier to it;

**“Term”** the period between the date we provide written acceptance of your signed Contract Information Pack and the date the Agreement ends in accordance with its terms;

**“Third Party Intermediary”** or **“TPI”** means a third party organisation or individual that, either on its own or through arrangements with other organisations or individuals, provides information and/or advice to you about our tariffs and/or other terms and conditions, and whose payment or other consideration for doing so is made or processed by us;

**“TNUoS Banded Charges”** means the demand residual tariffs incurred by us in relation to each of your Sites, based on the charge band for your Site as determined in accordance with the relevant Statement of Use of System Charges by reference to your Site’s consumption and/or available capacity, such banding being confirmed within the relevant Line Loss Factor allocated to your Sites by the Distribution Network Operator;

**“Tolerance”** means the volume tolerance threshold percentage set out in the Contract Information Pack;

**“Tolerance Charge”** means the charge which we will calculate in accordance with Schedule B;

**“Tolerance Period”** means each Month falling within the Term;

**“Total Forecasted Consumption”** means the total sum of the Supply Point Total Forecasted Consumptions for the relevant Supply Points;

**“TPI Costs”** means any fees, commission or other consideration including a benefit of any kind, processed by us and paid, due to be paid or made, to the TPI in respect of the Agreement, that are passed directly on to you;

**“Transmission Licence”** means a licence granted under section 6(1)(b) of the Act;

**“Transmission Network Use of System Charges”** or **“TNUoS Charges”** means the charges levied by the Transmission System Operator for use of the Transmission System, which in relation to the Supply Points at a Site with a Profile Class ‘00’ or that are directly connected to the Transmission System, will be the Triad Charges plus (where applicable) the TNUoS Banded Charges;

**“Transmission System”** means the transmission system used for transmitting electricity in England, Wales and Scotland,

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consisting mainly of extra high voltage electric lines;

**“Transmission System Operator”** means National Grid as the operator of the Transmission System;

**“Triad Charges”** means the Triad Demand for the Triad Period, multiplied by the relevant Triad Demand Tariff;

**“Triad Demand”** means for a Site’s Supply Points in relation to a Triad Period, the average demand at it across the half hour settlement period of highest transmission system demand and each of the two half hour settlement periods of next highest demand separated by at least 10 days, where those settlement periods occur in the Triad Period and are identified by the Transmission System Operator;

**“Triad Demand Tariff”** means the relevant tariff set out in the Statement of Use of System Charges for a particular Triad Period. The relevant tariff for a Site with Supply Points that have a Profile Class ‘00’ or that are connected directly to the Transmission System is the one set out for the appropriate Zone in the table headed “HH Demand Tariff”;

**“Triad Period”** means a particular November to February period (inclusive);

**“UK Renewable”** or **“UK Renewable Energy”** means electricity generated from a renewable source which will be evidenced by REGOs;

**“Unmetered Supply Certificate”** means the certificate issued and maintained by an Unmetered Supplies Operator that specifies the inventory of the Apparatus connected with one or more Unmetered Supply Metering System Identifiers;

**“Unmetered Supplies Operator”** means the Distribution Network Operator responsible for procuring and maintaining an inventory of all Apparatus connected with an Unmetered Supply Metering System Identifier attached to its Distribution System;

**“Unmetered Supply Metering System Identifier”** means an identifier issued by a Supplier Meter Registration Agent (that term has the meaning defined in the BSC) in relation

to certain Apparatus that a Distribution System Operator approves to be connected to its Distribution System. The identifier denotes (amongst other things) whether the electricity consumed by the Apparatus will be settled on a half hourly basis using an Equivalent Meter, or a non-half hourly basis based on the consumption information set out for it on an Unmetered Supplies Certificate;

**“Unmetered Supply Point”** means an Unmetered Supply Metering System Identifier at a Site set out in the Contract Information Pack;

**“Use of System Agreement”** means an agreement or arrangement between us and a Distribution Network Operator governing our use of their Distribution System to provide the Supply;

**“Value Added Tax”** or **“VAT”** means the tax defined by the Value Added Tax Act 1994;

**“VAT Certificate of Declaration”** means the certificate of that name that is available on our website, used to declare a reduced percentage rate of VAT is applicable to the Supply provided to Supply Points at a Site which is wholly or partly used for domestic or charitable non-business purposes;

**“Working Day”** means any day other than a Saturday or a Sunday and which is not Christmas Day, Good Friday or a statutory Bank Holiday in England and Wales;

**“Working Hours”** means the hours of 9.00am to 5.00pm on any Working Day;

**“Zero Carbon for Business”** or **“Zero Carbon for Business Energy”** means electricity generated from a nuclear source, evidenced by a Generator Declaration held by us. Any references in the Contract Information Pack to “Blue for Business” or “Blue for Business Energy” shall be treated as referring to “Zero Carbon for Business” or “Zero Carbon for Business Energy”; and

**“Zone Area”** means the areas in the column headed “Zone Areas” within the Statement of Use of System Charges.