

# STANDARD FIXED GAS

Terms and Conditions for Business Customers

Version 1.0 effective from 1<sup>st</sup> November 2022

## 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:
- 1.1.1 we are able to complete Registration of it if we are not already Registered;
  - 1.1.2 you meet and continue to meet the Connection Conditions; and
  - 1.1.3 the circumstances in Clause 8.2 allowing removal of a Supply Point do not arise.
- 1.2 If we need to Register a Supply Point, we will complete Registration as soon as reasonably practicable and, in any event, within five (5) Working Days from the date on which : (i) we have accepted your signed Contract Information Pack; and (ii) the date you have provided us with sufficient information to complete Registration of the Supply Point, whichever is later, unless:
- 1.2.1 you have asked us not to proceed, and we have agreed;
  - 1.2.2 you have asked for a later Expected Supply Start Date, and we have agreed;
  - 1.2.3 another supplier has objected to our Registration;
  - 1.2.4 a connection which we or you require to be made has not yet been made;
  - 1.2.5 the Supply Point requires a suitable metering arrangement; or
  - 1.2.6 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 five (5) Working Days of the relevant reason above ceasing to apply (or, if more than one reason applies, after the last reason preventing Registration ceases to apply).

## 2 Connection Conditions

- 2.1 The Connection Conditions are:
- 2.1.1 throughout the Term, you:
    - (a) own, use, occupy, or have agreed to take on responsibility and liability for each Site;
    - (b) will use each Site for a business purpose and not for a domestic purpose;
    - (c) have the authority to enter into and fulfil the requirements and obligations of the Agreement;
    - (d) 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;
    - (e) will provide a Credit Support and/or pay in advance in accordance with Clause 7 (Credit Support and Advance Payment) if we require you to;
    - (f) will take all necessary steps, at your cost, to maintain the safety and adequacy of your gas equipment; and

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2.1.2 for a Supply Point, throughout the period we are its Registered supplier, you:

- (a) will promptly provide any information we request so that we can provide Supply;
- (b) will provide Emergency Contact Details in accordance with Clause 15.1 (if applicable);
- (c) will meet the Metering requirements of Clause 3.1 (Metering Equipment), and will have Metering installed if it is required by an Industry Agreement;
- (d) will ensure that the Supply Point is validly connected to the Distribution System;
- (e) will ensure that the Supply Point is not a Class 1 Supply Point or Class 2 Supply Point and does not have any Interruptible Capacity;
- (f) will inform us as soon as possible where you know or believe any Supply Offtake Quantity and/or AQ is incorrect;
- (g) must tell us at least twenty eight (28) 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;
- (h) will not consume more gas at the Supply Point exceeding the Supply Offtake Quantity ;
- (i) authorise us to enter into any Agent Services Agreements with Agent Services Providers on your behalf in the circumstances described in Clause 3.3.2, which you will be bound by (whether the Agent Services Agreement is arranged by you or us);
- (j) will ensure we remain Registered until the Supply Point is legitimately removed from the Agreement;
- (k) will tell us if you have, or intend to, Disconnect the Metering at the Supply Point; and
- (l) will not receive gas from a third party.

2.2 You must inform us in writing 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:

- (a) there must be correctly commissioned and functioning Metering which we are able to access, that will accurately measure Supply; and
- (b) the Metering must always be compliant with the Industry Agreements, and can provide Meter Readings that allow us to charge you according to the Billing Cycle and price structure set out for it in the Contract Information Pack.

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- 3.1.2 If a Meter replacement, installation or modification is necessary, or we take an action to make you compliant with Clause 3.1.1, you must pay us any resulting cost we incur if we ask, which we will include in any invoice. If we agree that you will provide the Metering (or if such Metering is already available at your Site(s)), you will pay us for any costs, losses or expenses that we incur as a result of delays or problems that may arise from such Metering. If you do not provide us with Metering compliant with Clause 3.1.1, we may charge you our costs, losses or expenses to remedy the situation, which we will include in any invoice.
- 3.1.3 You must make sure the Metering (whether it belongs to us or another person) on or at your Site is not lost, stolen, damaged or interfered with. You agree to pay us for any costs we may have to pay (either directly or indirectly) in replacing or repairing lost, stolen or damaged Metering equipment (this includes call-out charges) unless the damage is caused by fair wear and tear or because of something that we have done or failed to do. If we think you may have interfered with Metering to steal gas, you agree to pay us for our estimate of the value of the stolen gas.
- 3.1.4 We will not be responsible for any fault or for something that happens because of a fault in or relating to a Meter or other fitting that we do not own or that has not been provided on our behalf.
- 3.1.5 If either of us becomes aware or suspects that a Meter is or may be operating inaccurately, we can arrange for it to be inspected by a Meter Equipment Manager, 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 Equipment Manager or Meter Examiner confirm the Meter is operating inaccurately, you will not be required to pay for the inspection if we own or lease the Meter, 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 this amount 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 the amount.
- 3.1.6 If the Supply Offtake Quantity or the AQ of a Supply Point changes, you must promptly inform us in writing.
- 3.1.7 Except where we or a Transporter own or lease a Meter, you will be the Gas Act Owner of that Meter and shall, at your expense, keep the Meter in proper working order to ensure that it is correctly registering the quantity of gas supplied. Failure to meet your responsibilities may result in temporary Disconnection of the Supply.
- 3.1.8 If you intend to install new Metering at a Supply Point whether or not we have requested you do, you must inform us in writing the expected date of installation in advance, and inform us of any Agent Services you have arranged or Agent Services Providers to provide it.
- 3.1.9 If the Agreement ends, we may remove from your Site any Meter we own or lease. We will not do this if another supplier agrees, before the end date of the Agreement, to buy or take over that Meter on the condition that we receive appropriate compensation for the value of the Meter.

## 3.2 Meter Reading

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- 3.2.1 We will appoint a Meter Reader and a Meter Equipment Manager of our choice unless otherwise agreed with you in writing.
- 3.2.2 If you have contracted directly with a Meter Reader, 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 Meter 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.

### 3.3 Agent Services

- 3.3.1 If you have arranged for a Supply Point to be provided with any Agent Services, you must inform us in writing who you intend the Agent Services Providers to be at least one month before you require their services to commence.
- 3.3.2 If, for a Supply Point:
  - (a) you don't tell us about a contract you have in place with an Agent Services Provider;
  - (b) 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
  - (c) if 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):
  - (a) 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
  - (b) promptly provides us with any information we require, to be able to provide the Supply in connection with our obligations under the Industry Agreements and bill for the Supply accordingly.
- 3.3.4 If we become aware that Clause 3.3.3 is not satisfied, we may appoint a replacement Agent Services Provider and you must pay any resulting cost.
- 3.3.5 You shall pay us for the costs we incur or agree to pay on your behalf in relation to any 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 take or we require you to take from them further to this Clause 3.

### 3.4 Right of Access

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- 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:
- (a) any Site for any reason that relates to your Supply or the Metering at each Supply Point (including access for the purpose of reading, inspecting, repairing, exchanging, reconfiguring, testing, installing, isolating or removing Metering or Disconnect your Supply);
  - (b) any Site if we have stopped supplying the Site and we want to collect any Metering that belongs to us;
  - (c) any Site if there is a risk of danger or if there is an emergency;
  - (d) if we need to visit a Site for any other reason and can do this legally; and
  - (e) any other 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 Disconnection

- 3.5.1 In certain circumstances, we may Disconnect the Metering at a Supply Point, which we have Registered. The circumstances are that:
- (a) one or more Supply Points are removed under Clause 8.2 (Supply Point Addition and Removal), at which point we may Disconnect the Metering at them; or
  - (b) an event described in Clause 9 (Ending the Agreement) arises, at which point we may Disconnect any or all of the Metering at the Supply Points.
- 3.5.2 We will not Reconnect the Metering at a Supply Point until we are satisfied you have remedied the cause of the 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 the Disconnection or Reconnection of the Metering, or that we incur during the period of its Disconnection).
- 3.5.3 If your Transporter asks us to discontinue the Supply to the Site or we or your Transporter ask you to stop using gas at your Site because of safety concerns relating to the transportation of gas through the pipeline system, from that moment, we will discontinue the Supply to the Site and you must immediately take all possible steps to avoid using gas until we or your Transporter have advised you that it is safe to resume normal use.
- 3.5.4 If we are given a direction by a Competent Authority that prohibits or restricts us from supplying gas to certain persons:
- (a) we may discontinue or restrict the Supply; and
  - (b) if we ask you to stop or restrict using gas at your Site, you must take all possible steps to do so until we advise you that we are able to resume the Supply and/or you may resume normal usage.

## 4 Indirect Tax Relief and Exemption

- 4.1 Our charges are subject to UK VAT, and any other levy or duty imposed in accordance with legislation. We will charge you Value Added Tax (VAT) and Climate Change Levy (CCL) at the prevailing rate if they are applicable to the Supply.
- 4.2 If you are entitled to VAT or CCL relief in connection with the Supply, before we can apply the relief you must provide us in writing with any information we request so that we are able to verify your entitlement to it, and in addition you must provide a completed, current and valid:
- (a) VAT Certificate of Declaration, available on our website, for each Supply Point that qualifies for a reduced rate of VAT and relief from CCL;
  - (b) a PP11 form, available from HMRC, for each Supply Point that is entitled to a reduction in the amount of CCL payable; or
  - (c) notification of directed utility status from HMRC, where you are a directed utility.
- 4.3 Any VAT and CCL relief will only be applied from the date that we started to provide Supply to the Supply Point and you had a live Meter number, and no more than 4 years prior to the date we receive the necessary evidence to confirm your entitlement to any relief. We will not be liable to you in any way if we do not apply the relief from an earlier date for any reason.
- 4.4 If you have claimed a relief from VAT or CCL it is your responsibility to write to tell us as soon as you become aware that your entitlement to relief will or has changed and provide us with the effective date of the change and a revised PP11 or VAT Certificate of Declaration.
- 4.5 You are responsible for any error or omission in a VAT Certificate of Declaration or PP11 you provide to us and if there is any additional VAT and CCL due on the Supply to you, you must pay this to us if we invoice for it or you must pay it directly to HM Revenue & Customs if they demand payment (including after expiry of the Term). If we become aware that we have not charged you the correct amount of VAT or CCL for any other reason we may retrospectively charge you this on a later invoice up to four years from the date of invoice for the Supply in respect of which VAT or CCL was not correctly charged.

## 5 Charges, Invoices and Payment

### 5.1 Charges and Invoices

- 5.1.1 We will provide you with an invoice (which will show you a breakdown of our charges) at least once a year, but we may send you an invoice or another statement setting out the amounts you owe us in line with your agreed Payment Method at any time. The frequency we will send an invoice for a Supply Point will depend on its Billing Cycle, and invoices will include:
- (a) the charges relating to the Supply in the previous Billing Cycle Period;
  - (b) any CCL and Value Added Tax that we believe is payable by you
  - (c) fees we are asked to include by a Third Party Intermediary you use;
  - (d) our charges for paying and managing any cost or charge on your behalf in connection with the Supplied Gas (including any overrun or similar charges where you consume more gas than your Supply Offtake Quantity); and

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- (e) any other amount we are entitled to charge you under the Agreement, which include but are not limited to.
  - (i) costs in respect of increases in consumption relating to a Supply Point as described in Clause 5.1.1(e) and 5.1.2;
  - (ii) our costs in respect of Metering as described in Clause 3.1.2 and 3.1.3;
  - (iii) our costs in relation to Agent Service Providers as described in Clause 3.3.4 and 3.3.5;
  - (iv) our costs if you fail to provide access as described in Clause 3.4;
  - (v) our costs in relation to Disconnect or Reconnecting your Supply as described in Clause 3.5;
  - (vi) our costs when we try to recover money you owe us, including those described in Clause 5.2.3;
  - (vii) additional costs or charges as described in Clause 6 or other costs or amounts we are required by law to include in an invoice; and
  - (viii) our reasonable costs if you materially breach any of the terms and conditions of this Agreement.

5.1.2 If the amount of gas you consume in the Tolerance Period varies from the amount we expected you to consume by more or less than the Tolerance, we may charge you a Tolerance Charge, but not in relation to gas you consume after the Earliest Termination Date

5.1.3 Wherever we can, we will calculate charges for a Supply Point with Metering using consumption data recorded by the Metering, but if the data is unavailable or we suspect it is wrong, we will use our reasonable estimate of the pattern and amount of gas we think has been consumed. If we prepare an invoice for an amount of consumption that is later revised (because actual consumption data becomes available or consumption data is amended by a Meter Reader), we may recalculate the charges payable, and include any resulting credit or debit in a later invoice.

## 5.2 Payment

5.2.1 You must:

- (a) 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, set-off, counterclaim or withholding (other than any deduction or withholding of tax as required by law); and
- (b) pay the correct amount of Value Added Tax in relation to the invoices.

5.2.2 You can write to us to dispute an invoice within ninety (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 the Supply Point.

5.2.3 If you fail to fully settle an invoice on time:

- (a) 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



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became due, until the date we are in receipt of full payment in cleared funds;  
and

- (b) we may make other charges in relation to a debt which you must pay on our request, including:
  - (i) any debt recovery costs we incur;
  - (ii) any and all payments recoverable under the Late Payment of Commercial Debts (Interest) Act 1998;
  - (iii) an administration fee of no more than one hundred pounds sterling (£100); and
  - (iv) 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.

5.2.4 We may set off any amount :

- (a) we receive from you against any amount you owe us or any of our Group Companies (even if the amount is unrelated to the Agreement); and
- (b) any of our Group Companies owe you against any amount payable by you.

## 6 Variation

6.1 In certain circumstances we may (but will not be obliged to) vary the charges payable by you or add or amend a clause to the Agreement. If we do, we will write to tell you the date any change will take effect and we will not increase the charges payable by you by more than the additional cost we expect to incur in relation to your Supply. These circumstances are:

- 6.1.1 we agree a variation between us in writing;
- 6.1.2 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;
- 6.1.3 a Supply Point is added, replaced or Reconnected;
- 6.1.4 a MPRN is added to a Supply Point;
- 6.1.5 an Industry Agreement or other arrangement which applies to you is changed (including a change in methodology of how costs are calculated under an Industry Agreement or other arrangement that applies to you), or a direction is received from the Government or the Authority after the date of the Agreement which creates or amends an obligation or cost that has a direct or indirect impact on the Supply or how we provide the Supply;
- 6.1.6 information you or an Agent Services Provider provides is inaccurate or incomplete;
- 6.1.7 a new or alternative Agent Services Provider is appointed to provide an Agent Service;
- 6.1.8 Force Majeure causes our gas purchase agreements to be wholly or partly suspended or terminated;

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- 6.1.9 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;
- 6.1.10 a change is made to your Supply after the date of the Agreement which results in a change to any third-party charges (provided the change is reflected in the amount we are charged by the relevant third party in respect of your Supply); or
- 6.1.11 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.

## 7 Credit Support and Advance Payment

- 7.1 If a Material Adverse Change occurs, or you fail to settle an invoice on time on consecutive occasions, either by CHAPS within two (2) days of the payment due date if your Payment Method is direct debit, or otherwise within fourteen (14) days of the due date, we may take any combination of the following actions, not necessarily at the same time:
  - 7.1.1 change your Payment Period;
  - 7.1.2 require you to make payments for your Supply in advance; and
  - 7.1.3 ask you to provide Credit Support.
- 7.2 **Conditions of Credit Support:**
  - 7.2.1 **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 three (3) month period.
  - 7.2.2 **Payment:** You will need to provide Credit Support to us within seven (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:
    - (a) charge you an Early Termination Charge (if the termination happens before the Earliest Termination Date); and
    - (b) Disconnect the Metering at any Supply Point we have already Registered.
  - 7.2.3 **Use:** We may use Credit Support provided by you to settle any invoice overdue by fourteen (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 seven (7) days.
  - 7.2.4 **Repayment:** We will return Credit Support as soon as we are able to 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.
  - 7.2.5 **Interest:** The balance of any Credit Support you provide in cash, excluding any amount HM Revenue and Customs require (because of 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.
- 7.3 **Conditions of Payments in Advance:**
  - 7.3.1 **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.

- 7.3.2 **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.

## 8 Supply Point Addition and Removal

### 8.1 Addition

- 8.1.1 You can write to us to request we add a supply point to the Agreement at least twenty (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 to its charges in writing.
- 8.1.2 You must inform us in writing at least twenty (20) Working Days in advance of a new MPRN 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 MPRN is added, the terms of the Agreement will apply to it, and we will write to tell you the charges that will apply and any that will be varied (in accordance with Clause 6 (Variation)) as a result.

### 8.2 Removal

- 8.2.1 You cannot remove a Supply Point from the Agreement, either:
- (a) prior to the Earliest Termination Date; or
  - (b) after the Earliest Termination Date, unless you agree to 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.
- 8.2.2 We may remove a Supply Point from the Agreement if:
- (a) we are not able to Register the Supply Point for reasons outside of our reasonable control or if you provide us with false, incomplete or inaccurate information relating to such Registration;
  - (b) you fail to meet or maintain the Connection Conditions in relation to it;
  - (c) you make any change to its Metering connected with it; or
  - (d) you make a change that impacts its connection to the Distribution System.
- 8.2.3 We may also remove the Supply Points at a Site from the Agreement if you no longer own or occupy the Site, with such removal taking effect from the later of:
- (a) the date on which you no longer own or occupy the Site if you have given us at least at least twenty (20) Working Days advance notice of that date; or
  - (b) the date we become aware you are no longer in ownership or occupation of the Site.
- 8.2.4 In relation to any Supply Point that is removed:
- (a) where we are already its Registered supplier, we may also take action to Disconnect the Metering as described in Clause 3.5.1; or

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- (b) we may not complete Registration of it if we have not already done so at the time of its removal.

8.2.5 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.

8.2.6 You must pay any amount we invoice in connection with the Supplied Gas consumed at a Supply Point prior to the date of its removal, even if we send the invoice after the expiry of the Term.

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

8.3.1 You must inform us in writing 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 twenty (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.

8.3.2 As soon as possible, on or after we remove the Supply Points at a Site from the Agreement due to you no longer being its owner or occupier, we will seek to obtain a closing Meter Reading for each of the Supply Points.

8.3.3 Where you fail to inform us further to Clause 8.3.1, you will continue to be liable for the cost of Supply to each Site and all other associated charges.

## 9 Ending the Agreement

9.1 You cannot choose to end the Agreement on a date before the Earliest Termination Date.

9.2 In certain circumstances, we may terminate the Agreement on a date before the Earliest Termination Date. If we do so, 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:

9.2.1 you fail to satisfy a Connection Condition, or you fail to continue to satisfy one or more of them;

9.2.2 you fail to pay any amount due within the Payment Period, and after such failure, fail to pay any charges in advance or provide Credit Support when we ask you to in accordance with Clause 7;

9.2.3 you tell us you may not or will not pay your debts;

9.2.4 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 fourteen (14) days of the date of our written request;

9.2.5 you no longer own or occupy all of the Sites;

9.2.6 you cease or suspend a substantial part of your business, or you tell us that you may do;

9.2.7 Force Majeure causes a disruption to the Supply for at least twenty eight (28) continuous days;

9.2.8 something happens that may lead to the appointment of a receiver, an administrative receiver, a liquidator, a bankruptcy trustee or a supervisor; or

9.2.9 you:

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- (a) enter administration or liquidation;
- (b) suggest or agree on a course of action to benefit your creditors;
- (c) are granted appropriate legal authorisation to delay performing an obligation of the Agreement; or
- (d) propose a voluntary arrangement under Part 1 of the Insolvency Act 1986, and either:
  - (i) a Court grants us permission to terminate the Agreement;
  - (ii) any charges you subsequently incur remain unpaid twenty nine (29) days after the payment due date; or
  - (iii) within fourteen (14) days of us requesting the insolvency office-holder to provide us with a written personal guarantee that any charges you subsequently incur will be paid, no written guarantee is received.

- 9.3 At the time of termination, we may also take action to Disconnect the Metering at any Supply Point that we remain the Registered supplier to, as described in Clause 3.5.1, and we may not complete the Registration of any Supply Point we have not already completed at that time.
- 9.4 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.
- 9.5 You must ask us to arrange for an appropriately qualified person to remove your Meter at your cost. Until your Meter is removed, you are responsible for paying all our charges relating to the Supply.
- 9.6 After the Term ends, we may enter and remove our equipment from any Site.
- 9.7 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 Clauses are 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and Schedule A.

## 10 Extension

- 10.1 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:
- 10.1.1 none of the Supply Points are Registered to us;
  - 10.1.2 we start to Supply gas to the Supply Points under new agreements between us; or
  - 10.1.3 the remaining Supply Points' Metering is Disconnected.
- 10.2 We will apply Extended Supply Charges to the Supplied Gas consumed from the Earliest Termination Date or the date the Agreement is terminated (whichever occurs first) until one of the circumstances in Clause 10.1 applies.

## 11 Supplier Transfer and Objection to Registration

- 11.1 Where you arrange a transfer to another supplier, your new supplier will take all reasonable steps to complete the transfer process as soon as reasonably practicable and in any event within five (5) Working Days from the date another supplier Registers a Supply Point unless we object in accordance with Clause 11.2. We may charge you an Early Termination Charge if the transfer happens before the Earliest Termination Date. We will have no liability where Registration to another supplier is delayed due to circumstances beyond our control.
- 11.2 If another supplier requests to Register a Supply Point, we may object if:
- 11.2.1 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;
  - 11.2.2 the new supplier has not applied to Register all the Supply Points at a Site on the same date for the same start date;
  - 11.2.3 you owe us an amount that we have not agreed can be disputed;
  - 11.2.4 you have entered into a new Supply contract with us after you agreed to transfer to another supplier;
  - 11.2.5 we know or believe the request is erroneous;
  - 11.2.6 we have any reasonable grounds to object; or
  - 11.2.7 you have told us to object to a new supplier's application,
- 11.3 If we object in accordance with Clause 11.2:
- 11.3.1 we will inform you that we have made the objection, the grounds for the objection and (if applicable) how you may resolve or dispute such grounds;
  - 11.3.2 unless we have agreed you may dispute our grounds for objection:
    - (a) we may require you to write to the supplier within three (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
    - (b) you must take any other action we request to ensure the Supply Point remains Registered to us.
- 11.4 If we object to 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.

## 12 Liability

- 12.1 You shall indemnify us in respect of any resulting loss, cost or liability of any nature we suffer or incur in relation to:
- 12.1.1 a breach of any Connection Condition by you, or you fail to satisfy a requirement defined in Clause 3 (Metering and Equipment), including where you fail to provide information to us in the timescale we require;

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- 12.1.2 your failure to comply with Clause 3.5.2 or 3.5.3;
  - 12.1.3 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 Transporter, in connection with the Agreement or a Supply Point (including its Metering);
  - 12.1.4 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 Clause 3.3.3);
  - 12.1.5 our appointment of a replacement Agent Services Provider to provide an Agent Service to a Supply Point; or
  - 12.1.6 any amount of Value Added Tax and CCL that is incorrectly invoiced as a result of your failure to provide us with accurate information at the time it is required.
- 12.2 Neither we, our officers, employees or agents will be liable for loss or damage which is:
- 12.2.1 economic or financial including foreseeable, expected or actual loss of profits, loss of use, revenue, opportunity, agreement or goodwill;
  - 12.2.2 an indirect or consequential loss;
  - 12.2.3 a loss resulting from your liability to another person; or
  - 12.2.4 a loss resulting from any damage to any computer or electronically stored data or software.
- 12.3 In the event of Force Majeure neither we nor you 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 a party to the Agreement claiming Force Majeure having:
- 12.3.1 notified the other in writing, detailing the nature and extent of it; and
  - 12.3.2 taken all reasonable steps to mitigate and remedy its effects, resuming their obligations under the Agreement as soon as possible.
- 12.4 If either:
- 12.4.1 the Agreement is breached as a result of an action or omission of an Agent Services Provider, Transporter, or another third party;
  - 12.4.2 it is found you have overpaid an amount in connection with Supply that has been passed on to a third party; or
  - 12.4.3 you have overpaid an amount as a result of a Meter Equipment Manager 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.
- 12.5 We:
- 12.5.1 do not give any warranty or guarantee whatsoever as to the adequacy or safety of your gas system and this shall be and shall remain at all times at your sole risk; and

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- 12.5.2 shall have no liability for any interruption or disruption of the Supply to a Supply Point due to a fault on any Distribution System, any gas network, or installation at any Site.
- 12.6 In the event that we receive a compensation payment from your Transporter as a result of a temporary Supply interruption, we will pass such compensation payment to you.
- 12.7 If we breach the Agreement and it causes physical loss or damage (excluding physical damage to any computer or electronically stored data or software) that was reasonably foreseeable at the date of the Agreement to either your property, or that of your officers, employees or agents:
- 12.7.1 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 twelve (12) month period is one million pounds sterling (£1,000,000); and
- 12.7.2 we will deduct the amount of any compensation you are entitled to receive from the Transporter from the amount of compensation we may have to pay you as a result of the same breach.
- 12.8 We shall not be liable, nor under any obligation, to refund you any amount or alter any charges if any of the following events occur:
- 12.8.1 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; or
- 12.8.2 any payments we have made to a Third Party Intermediary (TPI) are disputed by you.
- You agree to indemnify us for any claims related to payments referred to under Clause 12.8.2. Subject to Clause 14, you must ask your TPI directly if you have any queries in connection with the impact of their fees on your charges.
- 12.9 Notwithstanding any other Clauses 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.
- 12.10 The rights and remedies set out in the Agreement are the only ones available to each party to the Agreement 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.
- 12.11 So far as it excludes liability, this Clause 12 overrides any other Clause in the Agreement, except where otherwise expressly provided.

## 13 Interpretation and Handling of Information

- 13.1 You and we acknowledge that we enter into the Agreement based solely on its representations, warranties and undertakings.
- 13.2 You must allow any of the Supply Point's previous suppliers to give us the information we request and need to be able to provide the Supply.
- 13.3 The Agreement:
- 13.3.1 will be governed by and interpreted in accordance with English law;
- 13.3.2 will supersede all prior written and oral negotiations, representations, proposals, understandings and agreements in relation to the Supply;



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- 13.3.3 may be executed electronically by way of electronic signature software proposed by us;
  - 13.3.4 may be executed in various counterparts which together will form the Agreement;
  - 13.3.5 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 you will execute any document reasonably required by us to effect a novation or transfer;
  - 13.3.6 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 propose;
  - 13.3.7 Clauses are each separate and severable, and if one is found to be invalid, unlawful or unenforceable, the others shall all remain in force; and
  - 13.3.8 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.
- 13.4 References in the Agreement to a statute or statutory clauses 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.
- 13.5 Each right, power or remedy connected with the Agreement:
- 13.5.1 will not be waived if you or we delay or fail to wholly or partly exercise it; and
  - 13.5.2 may be exercised any number of times.
- 13.6 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:
- 13.6.1 sent by email, on the Working Day after it is sent;
  - 13.6.2 posted, after two (2) Working Days; or
  - 13.6.3 delivered by hand, on the day of delivery.
- 13.7 If you are not satisfied with our service or you would like to make a complaint, we ask that you refer to and follow the complaint handling procedure published on our website. If you are a Micro Business and you are not satisfied with the outcome of a complaint you make to us, you can contact Ombudsman Services: Energy, and/or Citizens Advice for advice.
- 13.8 Subject to Clause 13.10, neither of us may disclose Confidential Information about the other for a period of five (5) years after the Agreement ends without the other's written consent, unless the Confidential Information:
- 13.8.1 is disclosed by us to enable us to satisfy an Agreement obligation;
  - 13.8.2 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 advisers, credit insurer or credit reference agency;

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13.8.3 is lawfully available in the public domain, as long as it is not there because of a breach of the Agreement; or

13.8.4 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.

13.9 We may:

13.9.1 check your business records, and that of your business partners, at credit reference agencies and fraud prevention agencies;

13.9.2 make checks for credit and verify identities, and may also make periodic searches at credit reference agencies and fraud prevention agencies;

13.9.3 record any outstanding balances that are not paid in full and on time with credit reference agencies;

13.9.4 send information to credit reference agencies, or pass your information to fraud prevention agencies if we suspect or identify fraud. This information recorded by fraud prevention agencies may be accessed and used by other organisations in other countries; and

13.9.5 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, fraud prevention agencies and credit reference agencies can be found at <https://www.edfenergy.com/sites/default/files/third-party-data-sharing.pdf>

13.10 We may share your account information (which shall include information on your premises, volumes of Supplied Gas, the Total AQ 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.

13.11 We respect your privacy and are committed to providing you with a clear understanding of how we use your data.

To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at [edfenergy.com/yourprivacy](https://www.edfenergy.com/yourprivacy). If you would like a hard copy of the privacy policy you can contact us via telephone at 0800 096 9000 and we will post a copy to you.

## 14 Micro Business Customers

14.1 If you are a Micro Business this Clause 14 will apply to you. If you are not a Micro Business at the time of entry into this Agreement and you become a Micro Business during the Term, you must tell us immediately, with effect from the Earliest Termination Date and not before.

14.2 Sixty days prior to the Earliest Termination Date, unless we have already agreed a new agreement with you, we will provide you with:

14.2.1 a copy of the terms that will apply after the Earliest Termination Date (in the absence of such new terms being notified, the terms of this Agreement shall be deemed to have been notified to apply as described in Clause 10.1);

14.2.2 the charges that will apply; and

14.2.3 your annual consumption details.

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- 14.3 We will provide you, on your request, information relating to any form of Third Party Costs paid or made, or due to be paid or made by us to a Third Party in respect of the full duration of this Agreement.
- 14.4 Without prejudice to Clause 11, you are not required to give any form of notice to terminate this Agreement or to switch to a different supplier from the Earliest Termination Date or during the period described in Clause 10.1.
- 14.5 If you seek to switch to another supplier with effect from or after the Earliest Termination Date you will not be liable for increased charges or other fees under this Agreement for doing so.
- 14.6 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 (12) months except where the charges relate to circumstances where:
- 14.6.1 we have previously taken steps to recover payment for charges which are older than this,
  - 14.6.2 we have not taken action to recover such older charges because of any act or omission on your part, or
  - 14.6.3 any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.
- 14.7 Because we are only permitted to bill you for energy in accordance with Clause 14.6, 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:
- 14.7.1 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 AMR Metering, allowing us to use it to take regular Meter Readings from you;
  - 14.7.2 allow any Meter Reader or our representative free and unimpeded access to read your Meter, at least once per year (provided that we may choose not to schedule visits this frequently);
  - 14.7.3 tell us if you have moved into new premises and are taking a Supply from us;
  - 14.7.4 making sure you have arranged to pay us;
  - 14.7.5 letting us know if you are not receiving bills in line with your Billing Cycle;
  - 14.7.6 telling us if you think there is a problem with your Meter; and
  - 14.7.7 if you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.
- 14.8 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 Agreement 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.

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- 14.9 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 Third Party Costs, unless no such costs have been passed on.

## 15 Gas Emergencies

- 15.1 Where your gas usage at any Supply Point exceeds 732,000 kWh or 25,000 therms of gas per year, prior to your Earliest Supply Start Date, you must provide us with Emergency Contact Details for Emergency Contacts. If the Site is manned twenty four (24) hours a day, a minimum of one (1) Emergency Contact is required and no more than five (5). If the Site is not manned twenty four (24) hours a day, at least three (3) Emergency Contacts are required and no more than five (5). Persons identified in Emergency Contact Details must be able to stop gas consumption immediately in the event of being notified of an emergency. If you fail to provide this information prior to the Earliest Supply Start Date, this will result in a delay to the start of Supply to your Supply Points, for which we will not be liable. You must notify us immediately of any changes to the Emergency Contact Details.
- 15.2 If we or the Transporter contact you because of a gas emergency pursuant to Emergency Contact Details provided under Clause 15.1, you must follow any instructions which we or the Transporter give your Emergency Contact regarding your gas Supply. If you fail to follow any instructions given by us or the Transporter during a gas emergency, we or they may stop or limit the Supply to your Supply Points and charge you for any reasonable cost incurred, or fees or charges imposed under Industry Agreements and for any Disconnect or Reconnect of the Supply Points.
- 15.3 You agree to cooperate with any exercises carried out by us or the Transporter to update Emergency Contact Details or test gas emergency procedures.
- 15.4 You must tell us if you have been classed as a "Priority Consumer" under the list prepared by the Transporter in accordance with its licence conditions prior to the Earliest Supply Start Date start of your contract, and if there is any change to your priority classification status at any time. Priority classification(s) are intended to help in the safeguarding of life and normally only apply to hospitals, residential nursing or retirement homes, and recognised emergency services. Unless agreed otherwise, you confirm that the Supply Point(s) do not qualify for priority classification for sites consuming over 732,000 kWh (approximately 25,000 therms).

## 16 Supply interruption

- 16.1 If your Supply Points are subject to Firm Load Shedding and we receive compensation applicable to you from the relevant Transporter, we will credit your account with such compensation as soon as reasonably practicable. It is your responsibility to apply for any compensation to which you may be entitled as a result of a Gas Deficit Emergency. Except as set out in this Clause, we have no responsibility to you for any compensation relating to a Gas Deficit Emergency.

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

1 The **Early Termination Charge** or **ETC** (£) is as follows:

**ETC** = the **Energy Component** + the **Seasonal Difference Component** + the **Administration Charge Component**

2 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:

2.1 the **Energy Component** (£) is as follows, and will only apply if the result is positive:

- (a) for the **ETC**: using the amount of Total AQ 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 gas we included in the charges of those Supply Points, minus the Current Market Cost of that gas; and
- (b) for the **SPRC**: using the amount of Total AQ 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 gas we included in its charges, minus the Current Market Cost of that gas.

We will establish the **Current Market Cost** of gas (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 gas in the market.

2.2 the **Seasonal Difference Component** (£) is as follows, and will only apply if the result is positive:

- (a) for the **ETC** means:
  - (i) the total amount of charges we would have expected to invoice the Supply Points that were on the Agreement immediately before the termination, if we had determined their 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

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- same cost data and method we used to prepare their charges that appear on the Contract Information Pack); minus
- (ii) the total amount of charges for the same Supply Points that we have and expect to invoice (at time of the calculation) for the same period; and
- (b) for the **SPRC** means:
- (i) the total amount of charges we would have expected to invoice the Deleted Supply Point, if we had determined its 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 charges that appear on the Contract Information Pack); minus
- (ii) the total amount of charges for the Deleted
- Supply Point that we have and expect to invoice (at time of the calculation) for the same period.
- 2.3 the **Administration Charge Component** (£), means an administration charge of two hundred and twenty pounds (£220), plus three and a half per cent (3.5%) of the total amount of charges we had expected to invoice for the gas we will no longer Supply, which:
- (a) for the **ETC** we will evaluate using the amount of Total AQ 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
- (b) for the **SPRC** we will evaluate using the amount of Total AQ we expected to Supply the Deleted Supply Point between the date it is removed from the Agreement and the Earliest Termination Date (inclusive).
- 2.4 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 charges which are a 'group average price'; and
- the result of the following calculation is positive for the period between the date the

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Deleted Supply Point is removed from the Agreement and the Earliest Termination Date (inclusive) (the "**Period**");

$$\text{GAPRC} = (\text{RC} - \text{OC})$$

where:

**RC** means, the total amount of charges we would expect to invoice the Remaining Supply Points for the Period, evaluated using our view of the amount of Total AQ we expect to Supply them over the Period, if we had determined the group average price of their charges for the Period without the Deleted Supply Point, (on the basis of identical cost data and methodology we used to prepare their charges that are set out on the Contract Information Pack); and

**OC** means the total amount of charges we expect to invoice the Remaining Supply Points for the Period, evaluated using our view of the amount of Total AQ we expect to Supply them over the Period.

## 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 amount we expected you to consume 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 Gas in the Tolerance Period is less than the amount we expected you to consume:

$$(\text{EC} - \text{AC}) \times (\text{ER} - \text{SMPs})$$

• If the amount of Supplied Gas in the Tolerance Period is greater than the amount we expected you to consume:

$$(\text{AC} - \text{EC}) \times (\text{SMPb} - \text{ER})$$

where:

- **AC** means the aggregate Supplied Gas consumed at the Supply Points in the Tolerance Period;
- **EC** means the aggregate amount we expected you to consume for the Supply Points during the Tolerance Period, in line with the Contract Information Pack;
- **ER** means the price of Gas purchased to deliver to the Supply Points during the Tolerance Period which we included in the Fixed Basis charges;
- **SMPb** means the average System Marginal Buy Price (as published by National Grid Gas (company number 02006000) and as amended from time to time) for the Tolerance Period (which we will calculate using half hourly System Marginal Buy Price data); and
- **SMPs** means the average System Marginal Sell Price (as published by National Grid Gas (company number 02006000) and as amended from time to time) for the Tolerance Period (which we will calculate using half hourly System Marginal Sell Price data).

## Definitions

"**Act**" means the Gas Act 1986.

"**Agent Service**" means any one or more of the services provided by a Meter Equipment Manager or an agent appointed by us to provide AMR Equipment, 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 Equipment**" means any equipment used in connection with a AMR meter.

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**"AMR Metering"** or **"AMR"** means a meter at a Supply Point that is classed as an AMR meter and its associated ancillary devices, which allows reading the amount of gas consumption at it remotely.

**"AQ"** tells us the amount of gas that a site is expected to use on average in one year, calculated based on a view of seasonal normal weather, as specified for each Supply Point in the Contract Information Pack

**"Authority"** means the authority established under section 1 of the Utilities Act 2000.

**"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'.

**"Change of Tenancy"** means an event where the occupier of a Site changes.

**"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).

**"Class 1 Supply Point"** means a Supply Point classified as 'Class 1' under the Industry Agreements.

**"Class 2 Supply Point"** means a Supply Point classified as 'Class 2' under the Industry Agreements.

**"Climate Change Levy"** or **"CCL"** means the tax referred to in schedule 6 of the Finance Act 2000.

**"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.

**"Confidential Information"** means:

(a) in relation to the Agreement, its Clauses, the charges, the fact it exists, and any other information relating to it; and

(b) the confidential affairs of you or us.

**"Connection Conditions"** mean the conditions that are described in Clause 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.

**"Contract Information Pack"** means the document of that name setting out (among other things) a price schedule for the Metering at each Supply Point and Payment Terms applicable to it.

**"Credit Support"** means security in an amount and form suitable to us including, for example, a parent company guarantee, letter of credit or cash, that we may request you provide in connection with Clause 7 (Credit Support and Advance Payment), and where the context requires, the amount of credit support you have provided at our request.

**"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 twelve (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 predicts the likelihood that a corporate entity will obtain legal relief from its creditors (if it became insolvent) or cease operations over a future twelve (12) month period.

**"Disconnect", "Disconnected" and "Disconnection"** means the removal of any cable or other equipment which results in a Meter at a Supply Point, as the case may be, no longer being connected to a Distribution System.

**"Distribution System"** means the Transporter's system for distributing gas to the Metering at a Supply Point.



**"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 Clause 9 (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.

**"Emergency Contact Details"** means the details of Emergency Contacts who are available twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year that can shut off the gas supply to the Site for safety reasons if directed to do so by us or your Transporter.

**"Emergency Contacts"** means the names, job titles and telephone numbers of persons who can be contacted in the event of an emergency.

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

- (a) included on the Contract Information Pack, the Earliest Supply Start Date; or
- (b) not included on the Contract Information Pack, the date we otherwise agree.

**"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.

**"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.

**"Firm Load Shedding"** means the reduction or discontinuance of gas to a meter by a Transporter due to a Gas Deficit Emergency in order to keep the gas transportation network safely pressurized.

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

**"Force Majeure"** means circumstances beyond either your or our reasonable control, which result in a failure by either of us to perform an obligation of the Agreement including: an act of God; industrial disturbance; act of war; terrorism; civil commotion; vandalism; inclement weather; 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; any act of parliament or governmental restraint. Your inability to pay any amount due under the Agreement for any reason shall not be treated as force majeure.

**"Gas Act Owner"** has the meaning given in the Uniform Network Code.

**"Gas Deficit Emergency"** means that the gas transportation system experiences a higher demand for gas than the amount available in the system.

**"Government"** means the government of, the United Kingdom or the European Community.

**"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).

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**"Industry Agreements"** means all legislation, agreements, licences, authorisations, codes and procedures relating to the supply of gas to the Site, 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 Commercial Debts (Interest) Act 1998.

**"Interruptible Capacity"** means that your Supply may be subject to interruption by a Transporter for the purposes of managing its pipeline system.

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

**"Material Adverse Change"** means any of the following events:

- (a) your Rating is Investment Grade and is revised downward 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 thirty (30) or is withdrawn by D&B for any reason;
- (e) your D&B Risk Rating increases to four (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 thirty (30) or is withdrawn by Experian for any reason;
- (g) publication of information which in our reasonable opinion indicates a material deterioration in your business, assets or financial condition;
- (h) 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;

(i) 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;

(j) 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; or

(k) 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.

**"Meter"** or **"Metering"** means a meter and its equipment (including any telecommunications link) installed at or associated with a Supply Point, for recording the amount of gas consumption.

**"Meter Equipment Manager"** a person appointed to provide, install, maintain or administer Metering.

**"Meter Examiner"** means an independent person appointed to examine the accuracy of an gas meter in connection with the Act

**"Metering Agent Charges"** are charges associated with the Metering for each Site, including but not limited to: charges made by your Meter Equipment Manager, Meter Examiner and Meter Reader

**"Meter Reader"** means an agent appointed to obtain Meter Readings.

**"Meter Reading"** means the amount of gas consumption recorded at a Meter.

**"Micro Business"** means a company which either:

- (a) consumes less than or equal to two hundred and ninety three thousand (293,000) kilowatt hours ("**kWh**") of gas a year;

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- (b) consumes less than or equal to one hundred thousand (100,000) kWh of electricity a year; or
- (c) has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding two million euros (€2,000,000).

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

- (a) the period from the Earliest Supply Start Date to the first Meter Reading afterwards; or
- (b) the period of approximately one (1) calendar month from one (1) 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).

**"Moody's"** means Moody's Investors Services, Inc. incorporated in the United States of America and its successors.

**"MPRN"** means the Meter point reference number assigned to a Supply 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).

**"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 or the payment terms shown for it on the Contract Information Pack, fourteen (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.

**"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 MPRN at a Supply Point.

**"Quarter"** means the four calendar quarters of:

- (a) January, February, March;
- (b) April, May, June;
- (c) July, August, September; and
- (d) October, November, December.

**"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.

**"Reconnect"** or **"Reconnecting"** means the reconnect of any cable or other equipment which results in a Meter at a Supply Point, as the case may be, being reconnected to a Distribution System.

**"Register"** or **"Registration"** means the action taken by a gas supplier to become the supplier of gas to a Supply Point under the Industry Agreements.

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

**"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.

**"Site"** means the premises at a particular site address set out on the Contract Information Pack, and any Supply Points listed at that address.

**"Smart Meter"** means a meter at a Supply Point that is classed as a smart meter including its associated ancillary devices,

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which records the amount of gas consumption at it.

**"Supplied Gas"** means gas supplied to you under the Agreement, and in relation to a Supply Point means the gas supplied to that Supply Point.

**"Supply"** means the supply of gas 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 5(1)(b) of the Act.

**"Supply Offtake Quantity"** means the maximum volume of gas you may consume at each Site or Supply Point, as specified in the Contract Information Pack.

**"Supply Point(s)"** means a system exit point at which gas is metered prior to supplying a Site, as set out 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.

**"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" or "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 a Micro Business about our charges and/or other terms and conditions and whose payment or other consideration for doing so is made or processed by us.

**"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 period falling within the Term, as set out in the Contract Information Pack; or

(a) the period from the Earliest Supply Start Date to the Earliest Termination Date if that duration is less than 12 months, or

(b) 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 terminated (whichever is earlier).

**"Third Party Costs"** means any fees, commission or other consideration including a benefit of any kind, processed by us and paid or made or due to be paid or made to the Third Party in respect of a Micro Business that are passed on to you in your capacity as a Micro Business under this Agreement.

**"Total AQ"** means the total sum of the AQ for the relevant Supply Points.

**"Transporter"** means, in relation to a Supply Point, the holder of a licence under section 7 of the Act to convey gas in an authorized area.

**"Uniform Network Code"** means the code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found at [gasgovernance.co.uk](http://gasgovernance.co.uk).

**"Value Added Tax" or "VAT"** means the tax defined by the Value Added Tax Act 1994.

**"VAT Certificate of Declaration"** means the certificate 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.

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EDF Energy Customers Ltd with registered number 2228297. Registered offices at 90 Whitfield Street, London, W1T 4EZ. Incorporated in England and Wales.