



ADVANCED PUBLICATION OF REPORTS

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members
and operational key decision makers.

Once signed all decisions will be published on the Council's
Publication of Decisions List.

- 1. PROCURING A COUNCIL HOUSING ELECTRICITY SUPPLY CONTRACT**
(Pages 1 - 82)

This page is intentionally left blank

Please note Part 2 report is now confidential appendix.

London Borough of Enfield

Operational Report

Report of **Doug Wilkinson**

Subject: **Procuring a Council Housing Electricity Supply Contract**

Executive Director: **Sarah Cary - Executive Director of Place**

Ward **All**

Key Decision: **KD3473**

Purpose of Report

1. To outline the proposed approach in respect of securing the supply of electricity for Enfield Council's Housing sites (heating and lighting) for the next four years (1st October 2022 to 30th September 2026). The provision of electricity for these sites is a corporate duty and the proposals set out offer both best value and an effective way to secure the necessary supply.

Proposal(s)

2. That the Executive Director of Place agrees to the approach in respect of procuring and awarding an annual 12-month contract for the supply of electricity to Council Housing sites. The procurement will involve an annual call-off via a mini competition using LASER's¹ Public Contracts Regulations (PCR) compliant Fixed Term Fixed Price (FTFP) multiple provider Framework Agreement. Each new contract will commence on 1st October and run until 30th September.
3. That authority for the award of the contract up to the value of £2m and not exceeding £2.5m per year will be delegated to the Director of Housing & Regeneration, Place Department. Should the value of the contract exceed £2.5m and not exceed 3.5m per year then authority will revert to the Executive Director of Place
4. That green electricity should be procured (i.e. that which is Renewable Energy Guarantees of Origin (REGO) certified) unless it is more expensive than brown electricity by a margin of 5% or more. Should this be the case, then the Director of Housing & Regeneration, Place Department, will determine which type of electricity should procure in line with best value principles, whilst taking into account the commitments to REGO certified electricity in the Council's Climate Action Plan.

¹ LASER is an Energy Buying Group (part of Kent County Council) which the Council is part of.

Reason for Proposal(s)

5. The proposals as set out will allow the Council to secure best value by procuring electricity for Social Housing supplies using a process which has in place for several years:

<p>That the Executive Director of Place approves the procurement approach annual 12-month contracts for the supply of electricity to Council Housing sites. The contracts will be secured by call-off via a mini competition using LASER's Public Contracts Regulations (PCR) compliant Fixed Term Fixed Price (FTFP) multiple provider Framework Agreement. LASER is an Energy Buying Group (part of Kent County Council). The first of these contracts starting 1st October 2022 ending 1st September 2023 with the final contract expiring 30th September 2026.</p>	<p>The current contract runs from 1st October 2020 to 30th September 2021. The Housing electricity supplies have been historically, successfully, purchased under a one-year Fixed Term Fixed Price (FTFP) contract to provide budget certainty and best value. This has proven to be a successful procurement strategy, particularly in relation to the unit prices achieved for the communal heating.</p>
<p>That authority for the award of the contract up to the annual value of and not exceeding £2m to be delegated to the, Director of Housing & Regeneration Place Department. Should the annual value of the contract exceed £2.5m and not exceed 3.5m then authority will revert to an Executive Director</p>	<p>The delegation of the authority to procure is due to the nature of the procurement process for a 12-month contract (See Background Document), which requires a decision to be made quickly to secure supplies at the stated price. By not agreeing the contract in time, the Council faces significantly higher electricity prices should it have to rely on out-of-contract rates. The level of delegation is capped at £2.5m to make sure that any significant increase in cost has Executive Director oversight.</p>

<p>That green electricity should be procured (ie that which is Renewable Energy Guarantees of Origin (REGO) certified) unless it is more expensive than brown electricity by a margin of 5% or more. Should this be the case, then the Director of Housing & Regeneration Place Department, will determine which type of electricity should procure in line with best value principles, whilst taking into account the commitments to REGO certified electricity in the Council's Climate Action Plan.</p>	<p>The Council's Climate Action Plan commits to all corporate electricity being REGO certified and it is assumed that this is what will be procured via this contract. However, it is recognised that a significant variance in cost might not be affordable within existing budgets so there needs to be flexibility for the budget holder to make a decision if the difference exceeds a threshold of 5%.</p>
--	---

Relevance to the Council's Plan

6. Modern Council - Financial resilience and good governance

The proposal will support the 2020-22 Council Plan and help:

- Target resources smartly and reinvest income to deliver excellent value for money in all that we do. The recommended decision delivers value for money by using a recognised procurement framework.
- Ensure that all decisions we make will help us to become carbon neutral; create good health for local people; safeguard children and vulnerable adults; enhance equality of opportunity and tackle discrimination and inequality whilst providing value for money and not significantly increasing the financial burden for our tenants.

Background

7. Enfield Council Housing has approximately 968 electricity meters for its Housing stock. These provide energy for 71 meters for communal heating and 897 meters for communal lighting, door entry, etc.
8. In recent years the supplier contract has been successfully purchased through a Public Contracts Regulations (PCR) compliant Framework (ref Y16021) with LASER Energy Buying Group (part of Kent County Council).
9. The Council Housing electricity supplies have previously been purchased under a one-year Fixed Term Fixed Price (FTFP) contract to provide budget certainty and best value.
10. The current contract expires on 30th September 2022. The new contract will run from 1st October 2022 to 30th September 2023. The existing contract has an estimated annual cost of £2m

11. Due to the volatility of the energy commodity market prices are only valid for 2 hours before the pricing is subject to change and renegotiation is required.
12. Following declaration of Climate Emergency cabinet has approved a Climate Action Plan. In support of this Plan the assumption is that 100% REGO certified electricity will be purchased. However, given that any increase must be recharged to tenants and leaseholders it is recommended that if REGO is more than 5% more expensive than brown electricity, then the Director of Housing and Regeneration is best place to decide what should be procured.

Main Considerations for the Council

- 13 The Council has a duty to supply electricity for its housing. The current contract for these electricity supplies ends on 30th September 2022. A new contract needs to be secured for a start date of 1st October 2022 to prevent the related electricity supplies being subjected to 'out of contract rates' which could double the price.
- 14 It should be noted that the prices for 2020/21 were subdued due to market influences such as Covid. Pricing has now increased significantly, in part reflecting the historic lows of 2020/21 pricing and the bullish market seen as we move towards the lifting of Covid restrictions. Therefore, the likelihood is that costs will increase by around 50%. It should be noted that the market is extremely volatile at the moment and this percentage may well change, potentially increasing.
- 15 The Council is using a procurement policy compliant approach, with the requirement to agree a contract "on-the-day" considered to be relatively low risk given that template terms and conditions for the likely suppliers have already been provided.
- 16 It is important to note that the current energy market is extremely volatile affected by Brexit, Covid and most recently the situation in Ukraine. The latter is causing extreme increases in gas and electricity costs. Prices have doubled across the whole industry and all suppliers. There is nothing we can do to mitigate these increases however we are confident that LASER are in the best position to obtain competitive pricing given the market.

Safeguarding Implications

17. No direct implications identified.

Public Health Implications

18. No direct implications identified.

Equalities Impact of the Proposal

- 19 Given that this procurement relates to electricity supplies for Council housing and that the cost is transferred to tenants and leaseholders, an EqIA has been undertaken. This identifies that providing the electricity is necessary, however there

could be a financial impact on residents living in council housing and those who are disadvantaged due to socio-economic factors. As far as possible this will be mitigated via the proposed procurement approach, which seeks to get the best possible price available from the market, taking into account the volatile nature of energy pricing. The EqIA will also be updated once the cost to residents can be confirmed.

- 20 In terms of social value, an established framework is being utilised which predates the Council's Ethical and Sustainable Procurement Policy. This means that there is not an opportunity to secure additional benefit through this contract award. It should be noted that when the framework was originally set up suppliers were required to address social value. In terms of compliance with national legislation (for example modern slavery and equalities), it is assumed that suppliers comply as these are legal requirements.

Environmental and Climate Change Considerations

- 21 The proposed procurement will include an option to purchase 100% REGO certified power. REGO provides transparency to consumers about the proportion of electricity coming from renewable sources) certified electricity which is in line with actions in the Council's Climate Action Plan.
- 22 It should be noted that securing 100% REGO certified electricity will not in itself reduce the Council's direct emissions. However, it will support decarbonisation of the grid which in the long term reduces the carbon factors associated with electricity consumption.
- 23 In addition, alongside securing 100% REGO certified electricity, there will be ongoing work to reduce consumption, which will have a direct positive impact on the Council's carbon emissions.
- 24 For context the last two years carbon figures for Council Housing are:
2019/2020 Elec = 2,049 tCO₂e
2020/2021 Elec = 1,683 tCO₂e
- 25 These figures show a drop in green-house gas emissions which is primarily due to the steep trend of decarbonisation of the electrical grid in the UK. The grid is projected to continue to decarbonise with ongoing investment of renewables, and a national move away from fossil fuels such as coal. The grid carbon factor (kgCO₂e/kWh) for the upcoming reporting year has dropped by a further 9% which is expected to be reflected in the carbon emissions reporting for 2021/22. For reference below are the last 3 years UK grid carbon conversion factors (kgCO₂e/kWh) from BEIS:

2019 = 0.256
2020 = 0.233
2021 = 0.212

Risks that may arise if the proposed decision and related work is not taken

26. If the proposal is not approved, from 1st October 2022 'out of contract rates' will be applied, which will be as much (or greater than) 100% higher than market

contracted rates incurring additional costs to the Council of approximately £2m a year.

27. There is a risk that prices on the day will be higher than expected. To mitigate this:
- There will be extensive engagement with the Council's bureau provider (LASER) to identify an optimum procurement date based on long term trends and short-term market fluctuations. Any date will not be publicly announced.
 - There is an option to not procure at the rates offered. There would then need to be another procurement exercise.

Financial Implications

28. The estimated cost of the electricity supply for heating and lighting is estimated to be £2m. The contract will run from 1st October 2022 to 30th September 2023. This cost is fully recovered from tenants and leaseholders through service charges and changes to charges will be reflected in the annual rent setting report.
29. The market has risen significantly this year and it is anticipated that the cost of the contract will increase by circa 50%, compared to last year's rates. It should be noted that the market is extremely volatile and this percentage is an estimate at this stage.
30. The table below shows the average electricity charges to tenants, a 50% increase to the current charge increases the average charge by £7.44 per week.

	Average charge 2021-22 (per week)	Average charge 2022-23 (per week)	50% increase on 2022-23 charge (per week)
Average weekly charge all bed size	14.19	14.90	22.34

Security

31. Consideration has been given as to the potential for a supplier to fail, which is considered very low risk. LASER have confirmed that they run credit ratings for all suppliers, and in case of any of them not meeting the strict criteria our credit team would request additional information, such as parent company/ director guarantee, and others if deemed necessary by our credit control. Even if they do fail another supplier would be expected to take on the supply so there would not be disruption to service.
32. The Council has a duty to provide communal facilities for residents in the housing stock it manages, this includes some communal electricity supplies. The proposed approach to securing a supplier is in line with the Council's duty to secure best value.
33. The contractual arrangements are slightly unusual in that the contract is effectively agreed on the day so the usual exchanges on the details are not

feasible. However, the potential bidding suppliers have provided standard Terms and Conditions (for reference they are attached in Appendix A), which are broadly similar so any related risk is significantly reduced.

- 34 Should any of the contract terms be deemed to be unacceptable when the procurement takes place then the Council retains the right to not proceed.

Legal Implications

- 35 The Council has the power to procure the supply of electricity under s.111 Local Government Act (1972) which enables the Council to carry out any activity that is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. The Council also has a general power of competence under s.1(1) Localism Act (2011) to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles.
- 36 The contract is a public supply contract under the Public Contracts Regulations 2015 (PCR 2015) and the estimated contract value exceeds the threshold under Part 2 of the PCR 2015 (currently £213,477 inclusive of VAT). The Council must therefore ensure compliance with the PCR 2015 and its Constitution and in particular, the Contract Procedure Rules ("CPRs"). Both the PCR 2015 and the CPRs permit the use of Framework agreements. CPR 14.4 states that Frameworks, where they exist, should be used provided Best Value can be demonstrated and managers are required to retain sufficient evidence to demonstrate compliance. A due diligence exercise must be carried out by the Procurement and Commissioning Hub (P&C Hub) prior to calling off from a Framework and the Council must be clearly identified as a contracting authority able to use the Framework when the Framework was set up.
- 37 The contract award must be in accordance with the process set out in the Framework agreement and the terms of the call off contract must be consistent with the framework terms. The Council will need to further ensure that any contract award following the mini competition proposed in this report is compliant with the PCR 2015 and the Council's Contract Procedure Rules.
- 38 As this constitutes a Key Decision the Council must ensure it follows the Key Decision process in the Constitution.
- 39 The Council must continue to comply with its obligations relating to obtaining best value under the Local Government (Best Value Principles) Act 1999.
- 40 For contracts £1,000,000+ in value, the CPRs provide that contractors must be required to provide sufficient security in one of the forms outlined in CRP 7.3. If the contractor cannot provide such security, the Executive Director of Resources must approve such a decision, with reasons and risk mitigation measures set out in the relevant authority report, prior to the contract award.
- 41 All contracts arising as a result of this report must be in a form approved by Legal Services for and on behalf of the Director of Law & Governance and must be executed under seal (if the value exceeds £500,000

Workforce Implications

42. No direct implications identified.

Property Implications

- 43 No direct implications identified.

Procurement

- 44 Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015).
- 45 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
- 46 All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.
- 47 The proposed approach to procurement follows established practice for the spot purchasing of energy for a fixed rate over a fixed term. The purchasing is managed using the Council's energy bureau (LASER) provider.
- 48 LASER has a framework agreement that is compliant with the Public Contract Regulations 2015. This provides a Fixed Term Fixed Price framework agreement with multiple providers. The OJEU Reference is Y16021. The contract framework allows LASER to run a mini competition seeking price offers for conventional or renewable energy (subject to supplier availability), to secure a contract on the Council's behalf, following the Council providing instruction and the relevant signed contract with the winning supplier.
- 49 Under the CPR's this contract must have a nominated contract manager in the LTP, and show evidence via the LTP of regular contract management, and monitoring.
- 50 Where procurement has not taken place via the LTP, then signed contracts, call off agreements, and DAR must be sent to procurement.support@enfield.gov.uk for them to create a record in the corporate contracts register (LTP) and promote to contracts finder to ensure the Council meets its transparency obligations.

Options Considered

- 51 Do nothing. The current contract will end on 30th September 2022. If a new contract isn't secured, the supplies will be subject to 'out of contract' rates from 1st October 2022, which are significantly higher (greater than 100%) than contract rates. This will incur additional costs to the Council of an approximately £2 million a year, taking the annual bills up to £4 million.
- 52 Transfer all Housing landlords' electricity supplies to LASERS existing Two Year Rolling flexible contract (which is currently used for corporate property energy purchases), terminating on 30th September 2024. This is not the preferred option as it is felt that better pricing can be obtained using the FTFP contract as per the attached Background Paper. This also gives us more flexibility in the volumes purchased which is important as the Climate Action Plan develops Enfield will look to have more onsite generation such as solar. This would reduce our carbon footprint and our reliance on external electricity suppliers.

53 Discussions with LASER, as our expert support in this area, have indicated that we are unlikely to secure any greater value from looking at other routes to market given the specific challenges in respect of these supplies.

Conclusions

54 The recommended option is to continue to secure annual (one-year) FTFP contract from 1st October 2022 to 30th September 2026 under delegated authority. Previously we have been able to achieve best value using this approach and there are not any new alternatives in the market at this time.

Report Author: Liz Wright
Job title: Energy Manager
E-mail: liz.wright@enfield.gov.uk
Tel: 020 8132 0971

Date of report: 04-07-22

Appendices Confidential

1. Copy of supplier Terms and Conditions SSE
2. Copy of supplier Terms and Conditions Corona
3. Copy of supplier Terms and Conditions Ecotricity
4. Copy of supplier Terms and Conditions Npower
5. Copy of supplier Terms and Conditions Total Gas and Power
6. Confidential Appendix – Background Paper Housing Electricity Contract Renewal Approval of Procurement and Award of Contract using LASER Framework
7. EQIA report

Background Papers - None

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

Standard terms and conditions for the supply of electricity to metered premises SSE ESL TC8 (version1.8i) by SSE Energy Supply Ltd trading as either Southern Electric, Scottish Hydro, SWALEC, SSE or Atlantic as specified on the Contract.

1. **Conditions Precedent**
- 1.1 Your, and Our, rights and responsibilities under this Agreement will come into effect on the date this Agreement is agreed (the "Effective Date").
- 1.2 Notwithstanding clause 1.1, the Parties' obligations are conditional upon:
- (a) You having properly given notice of termination to Your previous Supplier where required to do so under Your agreement;
- (b) You having returned to Us a duly completed direct debit mandate form (if applicable);
- (c) You successfully passing Our credit checking process and, if requested, providing Us with a security deposit, bond or guarantee;
- (d) Us being an electricity supplier licensed under sections 6 and 7 of the Act;
- (e) Us having entered into use of system agreements for each Supply Point;
- (f) For each Supply Point each appropriate Agency Service having a confirmed Registration;
- (g) Us having a confirmed Registration as Supplier for each Supply Point; and
- (h) The Metering Equipment at the Supply Point not comprising a pre-payment meter.
- 1.3 In the event that electricity is supplied to You at any Supply Point prior to satisfaction of each condition precedent for all Supply Points, We shall be entitled to charge for electricity consumed at the prevailing Deemed Contract terms until the Commencement Date.
- 1.4 The Parties shall ensure that for the duration of this Agreement each condition precedent in clause 1.2 shall be maintained and continue to have full effect.
2. **Commencement Date**
- 2.1 The Parties agree the Commencement Date shall be the later of:
- (a) the date We commence supplying electricity to You at the relevant Supply Point; and/or
- (b) the date that all the conditions precedents set out in clause 1.2 of this Agreement have been satisfied, or waived by Us; and/or
- (c) the date when You are notified by the appropriate settlement system that your supply has commenced.
3. **Supply and Term**
- 3.1 Subject to clauses 7.6, 7.7 and 23 (if applicable to You), from the Commencement Date until the Termination Date, We shall supply electricity to each Supply Point, up to the relevant Available/Authorised Capacity.
- 3.2 All electricity passing through any Supply Point with effect from the Commencement Date shall be deemed to be supplied under the terms of this Agreement.
- 3.3 The title and the risk in the electricity supplied under this Agreement shall pass to You at the Supply Point.
- 3.4 In the event that You exceed the Available/Authorised Capacity at any Supply Point, then You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of, and as a result of, the provision of the excess.
- 3.5 In respect of any Supply Point, where We are taking over the supply of electricity from another Supplier, We may ask You to provide Us with meter readings obtained on the Commencement Date, or You must allow Us safe access for the purpose of obtaining such meter readings for which We may make a charge in respect of Our reasonable costs.
- 3.6 (A) Subject to clause 3.6(B), if We do not already supply a site on the Effective Date, We will commence Your supply within 21 calendar days following the Effective Date.
- 3.6 (B) It may take longer than 21 calendar days, following the Effective Date, for Us to commence Your supply if
- 3.6(B).1 You request the transfer to take place over a longer period, or
- 3.6(B).2 the conditions precedent in clause 1.2 have not been satisfied; or
- 3.6(B).3 if We have difficulties taking over the supply from Your previous supplier, including but not limited to where the following circumstances apply:
- (a) Your previous supplier prevents us from transferring the supply;
- (b) We do not have all the information we need from You to take over the supply and We have taken reasonable steps to ask You for the information either (i) You have not provided it, or (ii) the information You have provided is incorrect; or (iii) We cannot easily get that information from any other source;
- (c) You are connected to a private gas or electricity network and (i) a physical connection needs to be made to the distribution network for gas or electricity (or both) and that connection has not been made yet; or (ii) Your old supplier has told You about the way Your metering needs to be arranged to allow another supplier to start supplying You and Your metering has not yet been changed to allow this;
- (d) You do something that prevents Us from taking over the supply;
- (e) Ofgem prevents Us from supplying You;
- (f) We cannot supply You for some other reason out with Our control and We have taken all reasonable steps to resolve this.
- 3.7 (A) Agreements for 100% electricity from Renewable Source Supply:-
- (i) Where We supply electricity to a Supply Point and the consumption is less than 33 kilowatt hours (kWh) per day on average over the Billing Period, We will supply electricity from RSE under a Renewable Source Supply. Your bill will show no Climate Change Levy (CCL) charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point from RSE under a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration.
- (iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not provided a VAT declaration, We will supply all electricity from RSE under a Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.
- 3.7 (B) Agreements for less than 100% electricity from Renewable Source Supply:-
- (i) Where We supply electricity to a Supply Point and the consumption is less than 33 kWh per day on average over the Billing Period, We will supply electricity from RSE under a Renewable Source Supply up to the percentage of RSE shown in Your Agreement. Your bill will show no CCL charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point from RSE under a Renewable Source Supply up to the percentage of RSE shown in Your Agreement. The remaining electricity will be supplied without a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration.
- (iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not submitted a VAT declaration, We will supply all electricity to a Supply Point under a Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.
- 3.7 (C) Agreements for 100% Good Quality CHP (GOCHP)
- (i) Where We supply electricity to a Supply Point and the consumption is less than 33 kilowatt hours (kWh) per day on average over the Billing Period, We will supply electricity to a Supply Point without a CHP Declaration Supply. Your bill will show no CCL charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point without a CHP Declaration Supply in relation to the percentage shown as qualifying use on Your VAT declaration. Supplies in excess of Your VAT declaration percentage will be supplied under a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration.
- (iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not submitted a VAT declaration, We will supply all electricity to a Supply Point under a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.
- 3.7 (D) Agreements for less than 100% GOCHP
- (i) Where We supply electricity to a Supply Point and the consumption is less than 33 kWh per day on average over the Billing Period, We will supply electricity without a CHP Declaration Supply. Your bill will show no CCL charge. Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point in excess of Your VAT declaration percentage will be supplied under a CHP Declaration Supply or Renewable Source Supply up to the percentage of GOCHP electricity shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.
- (ii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You do not provide a VAT declaration, We will supply electricity to a Supply Point under a CHP Declaration Supply or Renewable Source Supply at the percentage of GOCHP shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.
- 3.8 Notification of Renewable Source Declaration under the Finance Act 2000 and the Climate Change Levy (General) Regulations 2001 (as amended).
- (1) If Your Supply Point is supplied from Renewable Source Electricity (RSE) then the amount of RSE supplied by Us in each Averaging Period shall not exceed the difference between:
- (a) the total amount of RSE acquired or generated by Us during that Averaging Period; and
- (b) so much of that amount as is allocated by Us otherwise than to supplies of RSE made by Us in that Averaging Period.
- (2) If Your Supply Point is supplied from Good Quality CHP (GOCHP) electricity then the amount of GOCHP electricity supplied by Us in each Averaging Period shall not exceed the difference between:
- (a) the total amount of GOCHP electricity acquired or generated by Us during that Averaging Period; and
- (b) so much of that amount as is allocated by Us otherwise than to supplies of GOCHP electricity made by Us in that Averaging Period.
- For the purposes of this clause 3.8 the following definitions apply:
- Balancing Period:** a period lasting 3 months at a time with Your first Balancing Period commencing on the date We make Your first exempt renewable supply using RSE. When one Balancing Period ends, a new Balancing Period begins.
- Averaging Period:** a period lasting a maximum of 2 years at a time commencing on the same date as Your first Balancing Period. An Averaging Period may end sooner if:-
- (i) at the end of a balancing period there is a credit to carry forward, or
- (ii) purchases and sales of RSE are equal
- In either case a new averaging period begins.
- If We stop supplying You with RSE, the end of the Balancing Period in which Your last exempt supply occurred is also the end of the Averaging Period.
- When an Averaging Period ends a new Averaging Period begins.
- 3.9 The characteristics of the supply will be in accordance with the connection agreement and this Agreement.
4. **Price and Payment**
- 4.1 (A) As soon as practicable after the end of each Billing Period, We shall provide You with an account or invoice setting out the amount payable by you to Us under this Agreement, such amount to be paid by You to Us in full clear funds by direct bank transfer to such bank account as We may from time to time in writing notify to You.
- 4.1 (B) We may use any money which You pay to Us, any money We owe You, or any security deposit You have provided to Us pursuant to this Agreement, to settle any amounts which are due to Us by You pursuant to, or in connection with, this Agreement.
- 4.1 (C) If there are any changes to the amount, date, or frequency of Your Direct Debit, We will notify You in writing no later than 10 working days in advance of Your account being debited, or as otherwise agreed.
- 4.2 (A) You shall pay each account or invoice within 14 days of the date of issue of the invoice or account, provided that if any amount remains unpaid after 14 days, We shall (in addition to any other remedies We may have) be entitled to charge interest on any unpaid amount on a daily basis at the rate of 4% per annum above the base rate of the Bank of England from time to time and/or invoke the terms of clause 7.12; and if any amount remains unpaid after 30 (thirty) days of the date of issue of the invoice/account We may also invoke the terms of clause 7.9(B).
- 4.2 (B) If You disagree with any amount We have charged You, You must inform us in writing immediately and in any event no later than 5 calendar days following the date of the relevant account or invoice so disputed. If any amount payable pursuant to any account or invoice, is the subject of a bona fide dispute, the full amount due pursuant to that account or invoice shall be paid in full in accordance with clause 4.2 (A). Upon resolution of the dispute between the Parties, any adjustment (debit or credit) shall be incorporated in the invoice for the subsequent Billing Period.
- 4.2 (C) Payments received by Us from You shall be applied to invoices or accounts and interest charges in the order in which they were issued or made.
- 4.2 (D) You shall make all payments to Us without deduction, withholding or set off whatsoever.
- 4.2 (E) Any amounts payable under this Agreement are exclusive of any applicable United Kingdom tax, duty, levy, tariff, or any government imposed charge on electricity supplied to Your premises prevailing at the time of supply and which shall fall due on such amount, for which You shall be additionally liable. To the extent that any such charges are incurred by Us on your behalf, We reserve the right to invoice you for such amounts pursuant to clause 4.1(A) or to increase our Prices to reflect the increased cost of supply to Us pursuant to clause 4.3(B).
- 4.2 (F) We will not be legally responsible to You, or anyone else, if We have not charged You sufficient United Kingdom tax, duty, levy, tariff or any government imposed charge on electricity supplied due to incorrect information You have provided to Us, or if any fact in any documents You have provided to Us is incorrect. In such circumstances, We reserve the right to invoice you for the balance of any shortfall pursuant to clause 4.1(A).
- 4.2 (G) Notwithstanding the foregoing, if Your direct bank transfer arrangement is cancelled by You without Our prior agreement, We shall be entitled to increase the Prices by 2% until such time as Your direct bank transfer is reinstated.
- 4.3 We shall be entitled by notice in writing to You to vary all or any of the Prices:
- (A) if any direction is given pursuant to section 34 of the Act, by such amount as may be necessary to enable Us to recover from You an equitable proportion of the additional costs suffered by Us as a result of such direction; to reflect any variation in any element of the costs to Us of providing the supply of electricity which is not within Our reasonable control, including but not limited to:
- (i) the introduction of new or any variation in the use of system charges made by National Grid Company plc or the relevant Distributor;
- (ii) any changes to the method of recovering Agency Services or settlement system costs;
- (iii) the cost of installing mandatory half hour Metering Equipment with remote data collection facilities at any Supply Point situated in an over 100kW premises, or an Advanced Meter at any Supply Point that falls within profile class 5, 6, 7 or 8 as defined in the balancing and settlement code;
- (iv) where there are abnormal or excessive costs incurred in meter reading;
- (v) where the information provided by You or Your representative or agent is incorrect;
- (vi) where there is a delay in the Commencement Date due to circumstances beyond Our reasonable control;
- (vii) where You substitute electricity with another fuel other than by prior agreement with Us during periods of supply interruption or the normal course of business; and/or
- (viii) a Supply Point having been de-energised and/or disconnected;
- (B) if it is found that any of the registration details of any Supply Point differ from that specified in the Schedule;

<p>(D) to reflect any adjustment in the amounts payable by Us for electricity under any of the specified agreements as may be defined in Our supply licence.</p> <p>4.4 If the Agreement has been terminated in accordance with these terms and conditions and Your new Supplier does not have a confirmed Registration for each Supply Point on the date of termination We shall be entitled by notice in writing to You to vary all or any of the Prices.</p> <p>4.5 When You initially apply to Us to enter into an agreement for supply and periodically throughout this Agreement, We will carry out credit checks to help Us manage Your Agreement checking a number of records relating to You including, but not limited to:</p> <p style="padding-left: 20px;">(i) Our own records;</p> <p style="padding-left: 20px;">(ii) publicly available records; and</p> <p style="padding-left: 20px;">(iii) personal and business records at credit reference agencies.</p> <p>4.6 (A) At Our sole discretion, based on such checks, We reserve the right to, reject Your application and not enter into a contract with You or, request You to provide a security deposit, guarantee or bond.</p> <p>4.6 (B) Such checks will be used to assess suitability of the payment arrangements We have with You, (when credit reference agencies receive a search request from Us they will place a search footprint on Your business credit file that may be seen by other lenders), and for credit checking, assessing applications and verifying identity. We may monitor and record information relating to Your trade performance and as such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.</p> <p>4.6 (C) We may also consult, at Our discretion, credit insurers, underwriters and others to assess financial risks and at Our sole discretion take out insurance against such risks. Where We do take out such insurance that is subsequently withdrawn by the credit insurer, You shall with immediate effect provide a security deposit, guarantee or bond as We may at Our sole discretion reasonably require.</p> <p>4.7 If the information for charging purposes under this Agreement is not available at any time for whatever reason (including the inability to obtain a meter reading) then We shall be entitled to make such estimates of amounts due and such amounts shall be paid by You, subject to any subsequent adjustments which may be necessary.</p> <p>4.8 If it is discovered that any meter reading has been inaccurate or omitted or the translation of readings into amounts payable has been incorrect then the amount due from or to Us shall be paid forthwith.</p> <p>4.9 If You ask Us to reprogram or change Metering Equipment to effect a pricing structure or profile change in accordance with clause 6.5 or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.</p> <p>4.10 If any charges are made to Us by Your Distributor in connection with the supply of electricity to any Supply Point, We shall be entitled to invoice the amount to You and You will reimburse Us for any such charge.</p> <p>4.11 If some or all of the charges set out in this Agreement are from time to time provisionally assessed or estimated by Us or by others providing an Agency Service or by other relevant third parties and such provisional amounts are used for the purposes of providing You with an account or invoice then upon reconciliation by Us of such account or invoice against actual charges incurred during the Billing Period You shall pay Us any additional sums in accordance with agreed payment terms. The additional sums will be notified to You by way of inclusion in a future account or invoice. Where the reconciliation results in a credit to You, the sum to be credited will be included in the account or invoice raised in the following Billing Period.</p> <p>5 Agency Services, Access and Metering Equipment</p> <p>5.1 In the event that You wish to appoint all, or any, of Your own Agency Service providers including AMR Service Provider, You shall procure that:</p> <p style="padding-left: 20px;">(i) any such Agency Service appointed is suitably qualified and accredited to Ofgem's MAMCOP;</p> <p style="padding-left: 20px;">(ii) any AMR Service Provider appointed is suitably qualified, performs its obligations in accordance with good industry practices, is accredited, and complies fully with the relevant industry code of practice.</p> <p>You must notify Us in writing of the identity of the Party whom You wish to engage to provide all or any Agency Service for Our approval prior to appointment.</p> <p>We reserve the right to inspect and audit any work carried out at a relevant Supply Point by Your chosen Meter Operator or AMR Service Provider to ensure that such work has been carried out safely. Should the work carried out be deemed at Our sole discretion to be unsafe We reserve the right to temporarily suspend or disconnect the supply of electricity until the work has been rectified and deemed by Us as safe.</p> <p>Where approval has been declined by Us then You will be notified in writing. In the event that We become responsible for the appointment of any Agency Service provider We shall be entitled, at Our sole discretion, to either increase the Prices or impose a charge for the engagement of such service provider for which You shall be liable to pay in accordance with the provisions at clause 4.</p> <p>5.2 You shall indemnify and keep Us indemnified from and against any amounts, losses or damages which We incur as a result or arising from Your breach of clause 5.1 or the negligent acts or omissions of such Agency Service.</p> <p>5.3 In the event that You appoint Your own Meter Operator in accordance with clause 5.1 We reserve the right to appoint a meter examiner to examine the Metering Equipment for the purposes set out in clause 5.7.</p> <p>5.4 You will allow Us free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for any purpose connected with this Agreement provided that in an emergency access shall be afforded at any time without notice.</p> <p>5.5 You shall not damage or interfere with or permit any interference with any electrical plant, electric lines and cables or Metering Equipment used in connection with the supply of electricity to any Supply Point and You shall notify Us immediately where You have reason to believe there has been any such damage or interference.</p> <p>5.6 The supply shall be measured by Metering Equipment, installed and maintained in accordance with Your connection agreement and schedule 7 of the Act. In accordance with that schedule it is agreed that the Metering Equipment need not be certified.</p> <p>5.6 (A) Unless the accuracy of the Metering Equipment is disputed by notice in writing given by either Party to the other the Metering Equipment shall be deemed to be accurate.</p> <p>5.7 If, following a test pursuant to schedule 7 of the Act it is found that:</p> <p>5.7 (A) the Metering Equipment is operating outside the Margins of Error then:</p> <p style="padding-left: 20px;">(i) the Metering Equipment shall be re-calibrated or replaced and the cost of such test and recalibration or replacement shall be paid by You if You have appointed the Meter Operator or Us if We have appointed the Meter Operator; and</p> <p style="padding-left: 20px;">(ii) suitable adjustments shall be made to the accounts rendered by Us; or</p> <p>5.7 (B) the Metering Equipment is operating within the Margins of Error, the cost of such test shall be paid by the Party which disputed its accuracy.</p> <p>6 Variation in Supply Points</p> <p>6.1 Notwithstanding clause 12 the Parties may agree to add or remove a Supply Point to this Agreement provided any Supply Point added will be charged at rates consistent with the Commencement Date and contract term of the additional Supply Point.</p> <p>6.2 (A) You shall remain liable for all charges associated with the supply of electricity to a Supply Point until You notify Us <u>in writing</u> that You will no longer be the occupier of the premises or are no longer the occupier of the premises and another occupier confirms this and enters into an Agreement with Us or another Supplier for the supply of electricity to the Supply Point.</p> <p>6.2 (B) Where a new occupier is moving into a premises detailed in the Schedule, continuance of supply to the relevant Supply Points will be subject to clauses 1.2 (conditions precedent) and clauses 4.1 to 4.11 (price and payment).</p> <p>6.3 In the event that any information, including but not limited to Supply Point; MPAN data; Supply Point address; supply voltage; Available Capacity; maximum demand and anticipated consumption volume, provided by You or Your appointed agent is incorrect then consequently and retrospectively:</p> <p style="padding-left: 20px;">(A) We shall be entitled to vary the Prices and You shall be liable to pay the revised prices; and/or;</p> <p style="padding-left: 20px;">(B) You shall be liable to pay the supply charges associated to the incorrect information; and/or;</p> <p style="padding-left: 20px;">(C) You shall pay Our administrative charges for the handling and rectification associated with the incorrect information; and/or</p> <p style="padding-left: 20px;">(D) We may terminate this Agreement in accordance with clause 7.9 (G).</p>	<p>6.4</p> <p>6.5</p> <p>6.6</p> <p>6.7</p> <p>7</p> <p>7.1</p> <p>7.2</p> <p>7.3</p> <p>7.4</p> <p>7.5</p> <p>7.6</p> <p>7.7</p> <p>7.8</p> <p>7.9</p> <p>(A)</p> <p>(B)</p> <p>(C)</p> <p>(D)</p> <p>(E)</p> <p>(F)</p> <p>(G)</p> <p>(H)</p> <p>(I)</p> <p>7.10</p> <p>7.11</p> <p>7.12</p> <p>7.13</p> <p>7.14</p>	<p>In the event that during the term of this Agreement an administrator or receiver is appointed for You and that administrator or receiver does not provide reasonable performance assurance in favour of Us within 2 Business Days then the Agreement will be terminated forthwith.</p> <p>As soon as reasonably practical after such termination We shall provide You with an account or invoice which shall be due for immediate payment in respect of fees, costs, losses, and expenses incurred or that would be incurred by Us in selling back into the GB wholesale market any volume of electricity purchased or deemed purchased by either Party in meeting their obligations to each other under this Agreement that will not be consumed by You at any or all relevant Supply Points.</p> <p>For the avoidance of doubt, fees, costs, losses and expenses shall be amounts We determine in good faith to be the total loss to Us in connection with but not limited to, the disposal of the volumes of electricity purchased or deemed purchased in the GB wholesale market by either Party and remaining undelivered to You as a direct result of this termination. Furthermore We shall not be required to enter into any agreements to sell electricity in order to determine Our loss.</p> <p>You may on giving previous notice to Us in writing and with Our agreement change the pricing structure charged and/or the profile at a relevant Supply Point as detailed in the Schedule to an alternative pricing structure and/or profile at the same relevant Supply Point provided You have been charged under the former pricing structure and/or profile for a period of twelve consecutive months immediately preceding the proposed date of change.</p> <p>We reserve the right to allow such variations:</p> <p style="padding-left: 20px;">(i) where the change in profile at the relevant Supply Point is as the result of Us carrying out Our statutory duties; or</p> <p style="padding-left: 20px;">(ii) where the change in profile and/or pricing structure at any relevant Supply Point is part of a program of change previously agreed by Us and incorporated in this agreement.</p> <p>Where We have permitted such changes of the pricing structure and/or profile at any relevant Supply Point any future variations of the pricing structure and/or profile at the relevant Supply Point will not be permitted for a minimum period of twelve consecutive months from the date of change.</p> <p>7 Renewal, Termination, Disconnection, De-energisation and Suspension</p> <p>Unless any of the following provisions apply, this Agreement will continue in full force and effect until the Termination Date:</p> <p style="padding-left: 20px;">(a) this Agreement is terminated earlier pursuant to the terms of clause 7.9.</p> <p style="padding-left: 20px;">(b) this Agreement has been renewed pursuant to the terms of clause 7.4;</p> <p style="padding-left: 20px;">(c) the terms of clauses 7.6 or 7.7 apply; or</p> <p style="padding-left: 20px;">(d) the Parties have agreed an otherwise in writing.</p> <p>Prior to the Termination Date, We will provide You with a Statement of Renewal Terms, or Micro Business Statement of Renewal Terms (as the case may be).</p> <p>If You choose to renew this Agreement on the terms and conditions set out in the Statement of Renewal Terms, or Micro Business Statement of Renewal Terms, You must confirm Your acceptance by written notice, not less than 14 calendar days prior to the Termination Date (each being a "Renewal Notice").</p> <p>If You provide Us a Renewal Notice pursuant to clause 7.3 above:</p> <p style="padding-left: 20px;">(a) the terms of this Agreement will continue in full force and effect, subject only to the terms of the Statement of Renewal Terms, or Micro Business Statement of Renewal Terms; and</p> <p style="padding-left: 20px;">(b) the Termination Date will be automatically extended to reflect the new date of termination set out in the Statement of Renewal Terms, or Micro Business Statement of Renewal Terms.</p> <p>If You do not wish to renew this Agreement/provide Us with a Renewal Notice pursuant to clause 7.4, You may provide Us with a notice to terminate the Agreement (a "Termination Notice").</p> <p>If, at the Termination Date, You have not served a Termination Notice on Us and You have not yet appointed a new Supplier, or Your new Supplier does not have confirmed Registration for each Supply Point, this Agreement will remain in full force and effect and We will continue to supply each Supply Point for which we remain as registered Supplier on the terms set out in this Agreement, except that from the Termination Date the Prices that You pay for your supply under this Agreement will be amended and you will instead be charged Our Variable Business Rates for the energy consumed at the relevant Supply Points.</p> <p>If, at the Termination Date, You have served a Termination Notice on Us but You have not yet appointed a new Supplier, or Your new Supplier does not have confirmed Registration for each Supply Point, this Agreement will remain in full force and effect and We will continue to supply each Supply Point for which we remain as registered Supplier on the terms set out in this Agreement, except that from the Termination Date the Prices that You pay for your supply under this Agreement will be amended and you will instead be charged Our Deemed Contract Rates for the energy consumed at the relevant Supply Points.</p> <p>If either clause 7.6 or clause 7.7 apply,</p> <p style="padding-left: 20px;">(a) You will continue to be charged our Variable Business Rates and/or Deemed Contract Prices (as the case may be) until Your Supply Points are taken over by another supplier, or You enter into a new contract with Us which replaces this Agreement; and</p> <p style="padding-left: 20px;">(b) where you are being supplied under our Deemed Contract Prices and/or Variable Business Rates (as the case may be), We will not raise an objection, in the event that a new supplier makes an application to supply Your Supply Points, unless the terms of clause 7.12 apply.</p> <p style="padding-left: 20px;">(c) Our latest Deemed Contract Prices and Variable Business Rates that are applicable at any particular time will be published at https://www.ssebusinessenergy.co.uk/help-and-advice/out-of-contract-rates/.</p> <p>We shall be entitled to terminate this Agreement and/or de-energise any Supply Point immediately, without any liability to You, upon given written notice to You if:</p> <p style="padding-left: 20px;">(A) the Commencement Date has not occurred within 3 months from the Effective Date; or</p> <p style="padding-left: 20px;">(B) You fail to pay any amount properly due and payable to Us under this Agreement; or</p> <p style="padding-left: 20px;">(C) without prejudice to (A) above, You are in breach of any term of this Agreement and/or a Connection Agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or</p> <p style="padding-left: 20px;">(D) You, in Our reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or</p> <p style="padding-left: 20px;">(E) an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of You under the Insolvency Act 1986 or an interim trustee or trustee in bankruptcy is appointed over Your estate or You are apparently insolvent or a voluntary arrangement is proposed or a resolution is passed or an order is made for Your winding up; or a receiver or administrative receiver is appointed over the whole or any part of Your assets or You are unable to pay Your debts within the meaning of the Insolvency Act 1986 or You cease or threaten not to pay Your debts as they fall due or seek to make any composition or arrangement with Your creditors; or</p> <p style="padding-left: 20px;">(F) We would be breaching regulations made under Section 29 of the Electricity Act 1989; or</p> <p style="padding-left: 20px;">(G) You do not provide any security deposit, guarantee or bond to Us in terms of clauses 1.2 and 4.7 within 14 days of being so requested by Us; or</p> <p style="padding-left: 20px;">(H) any information that You provided to Us is incorrect; or</p> <p style="padding-left: 20px;">(I) You are in any other breach and fail to remedy such breach in accordance with this Agreement.</p> <p>Upon termination of this Agreement, disconnection or de-energisation for whatever reason You shall pay to Us all sums then due and payable or accrued due under this Agreement together with any costs incurred by Us as a result of such termination or de-energisation.</p> <p>If during this Agreement a Supply Point is being registered or has been registered by another Supplier for any reason other than as a result of any default by Us, or proper termination of this Agreement, then You authorise Us and shall provide Us with all reasonable assistance required to either, at Our discretion:</p> <p style="padding-left: 20px;">(i) raise an objection to such registration;</p> <p style="padding-left: 20px;">(ii) re-register the Supply Point; or</p> <p style="padding-left: 20px;">(iii) pay Us a sum calculated as the average monthly amount (which amount shall be determined by Us) times the number of months left in the Agreement (subject to a maximum of twelve (12) months).</p> <p>In the event that any amount due remains unpaid 14 days after posting then We shall be entitled to object to the registration by another supplier of any supply point We supply under this Agreement.</p> <p>We shall be entitled to terminate this Agreement immediately if Ofgem directs another supplier to take over Your electricity supply.</p> <p>Upon termination You shall allow Us the right to enter the Site Address (e)) to remove any of Our equipment and/or to de-energise the Supply Point or some other point to affect the discontinuance of supply. In particular</p>
---	--	---



	You shall immediately pay Us all sums due and any payable or accrued under the Agreement and any costs, charges, losses and expenses incurred by Us in relation to the discontinuance of the supply of electricity.	15.1	This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.
8	Failure or Temporary Discontinuance of Supply	16	Law and Jurisdiction
8.1	The supply of electricity at any Supply Point may be discontinued:-	16.1	This Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of, the country in which the majority of the Supply Points are situated.
(A)	in the event of Force Majeure: or	17	Verbal Agreements
(B)	In respect of any particular Supply Point, at any time and for so long as the Distributor disconnects or de-energises that Supply Point pursuant to a Connection Agreement or otherwise: or	17.1	Any verbal agreement incorporates some or all of these terms and conditions between Us for the supply of electricity at the relevant Supply Point as recorded and detailed in a confirmation contract form.
(C)	if at any time and for so long as the conditions precedent set out in clauses 1.2 cease to be satisfied: or	18	Personal Information
(D)	We believe it is necessary and any energy laws or industry agreements allow Us to do so: or		For the purposes of this clause "You" means you, the Customer and "Our", "We" or "Us" means SSE Energy Supply Limited for electricity and Southern Electric Gas Limited for gas and/or our permitted successors and/or assignees.
(E)	We believe Your meter is not set up properly or is unsafe (including if We have not been able to read a meter that You have provided or if We believe the metering equipment is being interfered with): or		Except for clause 18.5, this clause applies to personal information We hold about individual people, people registered as sole traders, and partnerships. It does not apply to information We hold about companies and other organisations.
(F)	We need to test emergency or safety procedures (including energy-industry procedures).	18.1	Information We collect about You may be used by Us, Our employees, agents, contractors, and companies within the SSE group to do the following:
8.2	If the supply of electricity to any Supply Point or any part thereof is temporarily discontinued at Your request, You shall pay Us on demand any costs incurred by Us as a result of such discontinuance and the subsequent resumption of the supply of electricity (including any payments which We are required to make to any Network Operator).		(a) Provide You with the services You have asked for (which may include loyalty and incentive schemes We may run).
9	Limitation of Liability		(b) Offer You accounts, services and products from Us and Our partners. To help Us make these offers, We may use an automatic scoring system, which also uses information about You from other credit reference agencies as well as other companies.
9.1	Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.		(c) Help run, and contact You about improving the way We run, any accounts, services and products We have provided before, now or in the future.
9.2	Subject to clause 9.3 neither Party shall be liable to the other Party for loss or damage arising in connection with this Agreement (whether resulting from breach of this Agreement, negligence or otherwise) except for loss or damage arising from a breach of this Agreement which was reasonably foreseeable as likely to result from such breach and which resulted from physical damage to the property of the other Party or to the property of any third party for which the other Party is adjudged liable PROVIDED that:		(d) Create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (including using information about what You buy from Us and how You pay for it. For example, the amount of gas or electricity You use and any discounts We have offered You).
(A)	the liability of either Party under this clause 9.2 shall be limited to £100,000 for each incident or series of related incidents; and		(e) Help to prevent and detect debt, fraud or loss.
(B)	neither Party shall in any circumstances be liable to the other Party for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss. For the purposes of this clause 9.2, property shall include work in progress valued at cost.		(f) Help train Our staff.
9.3	Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or Your liability for any sums properly due to Us under this Agreement.		(g) help identify You when You call;
9.4	We shall not be liable to You, Your officers, employees or agents in any circumstances whatsoever for:		(h) detect and prevent crime, fraud or loss;
(A)	any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or		(i) contact You, and administer Your accounts, services and products;
(B)	any indirect or consequential loss; or		(j) contact You to collect feedback, for example through surveys or questionnaires; and
(C)	loss resulting from the liability of either Party howsoever and whensoever arising save as provided in clause 9.2.		(k) unless You have asked Us not to, to contact You in writing, by phone and (where You have agreed) via digital media, such as by email, SMS or smart meter, with information on products and services that We and other companies within the SSE Group offer. This may occasionally include details of offers available from Our carefully selected partners. We may use third parties to send marketing communications to You. Unless You have asked us not to, we may also use Your email address to show You digital advertisements via your social media newsfeed, on search engine results pages, or on other websites.
9.5	Neither We nor any of Our officers, employees or agents shall be liable to You for:	18.2.	You may opt out from receiving marketing communications at any time by writing to Us at Business Energy - Scottish Hydro, Grampian House, 200 Dunkeld Road, Perth PH1 3GH – or – Southern Electric, No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH – or – Swalec, Ty Calon, Malthouse Avenue, Cardiff Gate Business Park, Cardiff CF23 8GL – or – SSE, No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH– or – Atlantic, Ty Calon, Malthouse Avenue, Cardiff Gate Business Park, Cardiff CF23 8GL
(A)	loss or damage arising out of any act or omission of the Distributor in the performance of its duties; and	18.3	We may monitor and record any communication We have with You, including phone conversations, e-mails, SMS and web chats, to make sure We are providing a good service, meeting Our legal and regulatory responsibilities, and to train Our staff.
(B)	any modifications to the Distribution or metering system. In the event that You modify the Equipment and/or Further Equipment then You warrant that You shall indemnify Us against all costs, losses, claims or demands and expenses (without limitation) legal expenses which We may suffer or incur as a result of such modification.	18.4	You agree that We can ask Your previous supplier for information that will allow Us to take over Your supply, such as information about meter readings and equipment or charges You owe Your previous supplier. You agree that We can provide the information We hold about You (such as information about meter readings, equipment or money You owe Us) to Your new supplier so that they can begin supplying You.
9.6	The Parties agree that each sub-clause of this clause 9 shall be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other of such sub-clauses shall remain in full force and effect and shall continue to bind the Parties and shall survive termination of this Agreement.	18.5	This clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations as well as limited companies and other corporate organisations. We will check Your details with one or more credit-reference and fraud-prevention agencies to help Us decide whether there is a risk that You may not pay Your bills, to help Us make decisions about the goods and services We can offer You and to help Us manage Your account.
9.7	You agree that We shall hold the benefit of the foregoing clauses for ourselves and as trustee and agent for Our officers, employees, agents and contractors.	(a)	We will ask credit-reference and fraud-prevention agencies for information about You, Your business, any people You are applying with and directors of Your business (if You are providing information about others on a joint application. You must make sure they agree that We can use their information to do this.) If You provide false or incorrect information and We suspect fraud, We will pass Your details to credit-reference and fraud-prevention agencies. Law-enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.
9.8	Where We provide You with data electronically or on compact disc or by any other means, We will use reasonable endeavours to ensure that any data provided is free from any errors, defects or viruses but no representations or warranties are made or given as to such matters or as to the compatibility of the data or compact disc with any of Your equipment and, subject to clause 9.3, We shall have no liability to You in respect of any such matters.	(b)	We and other organisations may also access and use the information credit-reference and fraud-prevention agencies give Us to, for example:
9.9	Except as provided in this Agreement, the Parties agree that all rights and remedies provided by statute (save the Act) or common law are excluded from application under this Agreement to the fullest extent possible.		(i) check details on applications You make for credit and credit-related services;
10	Disclosure		(ii) check Your identity;
10.1	By signing this Agreement, You consent:-		(iii) prevent and detect fraud and money laundering;
(A)	to the disclosure to Us by Your previous Supplier of any information it has in relation to the Metering Equipment installed at any Supply Point or otherwise to enable Us to take over the supply of electricity to the Supply Point; and		(iv) manage credit and credit related accounts or services;
(B)	to the disclosure to any person of information relating to the supply of electricity to enable them or Us to properly perform Our respective obligations under or in relation to this Agreement or the supply of electricity to any Supply Point.		(v) recover debt;
(C)	to Us receiving electricity consumption data for a period relating to less than one month from Remote Access Metering Equipment (where installed) for data presentation and energy advice, in the absence of any written instruction from You not to do so.		(vi) check details on proposals and claims for all types of insurance; and
10.2	Subject to clause 10.1 both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other Party's business which that Party may (by written notice) reasonably designate as confidential.	(c)	When We ask credit-reference agencies to carry out a search for Us, they will record this on Your credit file whether Your application for a contract with Us is successful or not.
11	Waiver	(d)	We will send information on Your account to credit-reference agencies and they will record it. If You have an account with Us, We will give details of it and how You manage it to credit reference agencies. If You have an account and do not repay money You owe in full or on time, credit-reference agencies will record this debt. They may give this information to other organisations and fraud prevention agencies to carry out similar checks, find out where You are and deal with any money You owe. The credit-reference agencies keep records for six years after Your account has been closed. You have paid the debt or action has been taken against You to recover the debt.
11.1	No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.	(e)	We and other organisations may access and use, from other countries, information recorded by fraud-prevention agencies.
12	Variation	(f)	If You are a director of a company, We will contact credit reference agencies to confirm that the residential address You provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.
12.1	Subject to clause 4.4, 6.1, 7.6, 7.7 and 12.2 this Agreement may not be varied except by an instrument in writing signed by the authorised representatives of the Parties to this Agreement.	18.6	You are entitled to have a copy of the information We hold about You, and to have any inaccurate information corrected. We may charge You a small fee for providing a copy of any information We hold about You. For more information about this, please contact Your Account Manager at the address stated in 18.2.
12.2	If there is any change to any law or regulation, decision or advice by a regulatory authority which applies to this contract which makes any part of it illegal, unenforceable or affects the charges, We may change the terms of this contract or the charges as We consider reasonably necessary to reflect those changes.	19	Feed In Tariff
13	Notice	19.1	We are a Mandatory Feed-in Tariff Licensee and as a result We are obliged to accept a request for Feed-in Tariff Payments from You if You own an Accredited Feed-in Tariff Installation. For further information please visit http://www.sse.co.uk/BeingGreen/FeedInTariff/ .
13.1	Written notice under this Agreement shall be given personally or sent by recorded delivery, facsimile transmission, e-mail, or regular post, to Your address or to Our registered address. We may notify You via Our on-line service, the Business Energy Centre (BEC)	20	Additional Terms and Conditions for SSE Green and REGO Plus
13.2	Any notice or other communication shall be deemed to have been received: if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the next business day after posting or at the time recorded by the delivery service; or, if sent by regular post, at 9.00am on the third business day after posting; or if by Us via Our on-line service, the Business Energy Centre (BEC) or by facsimile or email transmission, at 9.00am on the day of delivery or transmission, provided that in the case of the e-mail, or the notification by Our on-line service, the Business Energy Centre (BEC), such email or notification was sent to the correct number or email address and that confirmation shall have been kept.		
14	Assignment and Sub-Contracting		
14.1	This Agreement is personal to You and may not be assigned by You without Our prior written consent. We may assign or novate all or part of Our rights under this Agreement and sub-contract any of Our obligations here under without Your consent.		
15	Entire Agreement		

- 20.1 In addition to the terms and conditions in this Agreement, the additional terms and conditions set out in this clause 20 shall apply if You are a SSE Green or REGO Plus customer.
- 20.2 Your SSE Green or REGO Plus charges will be included in your electricity bills and/or statements which will be sent to you (or where applicable, will be available online) (see clause 4 (Price and Payment)).
- 20.3 Your SSE Green or REGO Plus charges will be paid by the same method of payment as your supply charges (see clause 4 (Price and Payment)).
- 20.4 Where we supply electricity under SSE Green, we shall hold a sufficient number of REGO Certificates to match your electricity demand and confirm this to You yearly.
- 20.5 Where we supply electricity under REGO Plus, we shall hold identifiable REGO Certificates to match your electricity demand and provide You with the REGO Certificate numbers to You yearly for reporting purposes.

21 Use of On-Line Services

- This agreement includes the provision for You to make use of Our on-line business services via the Business Energy Centre (BEC):
- 21.1 To use the BEC You, Your authorised representatives or agents, must at Your own expense provide a suitable personal computer and modem and any other hardware and software necessary to enable You, Your authorised representatives or agents to access the online BEC service at any time or from time to time;
- 21.2 You, Your authorised representatives or agents will be required to enter a username and password to gain access to BEC services on line and You and Your authorised representatives are solely responsible for maintaining the security of the user names and passwords;
- 21.3 You, Your authorised representatives or agents must provide Us with an up to date e-mail address at all times; You, Your authorised representatives or agents must follow the rules for the use of BEC services detailed on the site or in additional information provided by Us from time to time at all times;
- 21.4 Should You, Your authorised representatives or agents not do so We shall be entitled to restrict or remove You, Your authorised representatives or agents access to the BEC service and to make a reasonable charge for each instance of not following a specified rule at that time;
- 21.5 You, Your authorised representatives or agents or Us may withdraw from any agreement in relation to the BEC services by giving notice to that effect to the other and this Agreement will continue in full force and effect in relation to an Agreement not including the provision of on-line services by use of BEC;
- 21.6 We reserve the right to suspend any or all services accessed via BEC at any time and from time to time for such period as We in Our sole discretion consider necessary to enable Us to undertake inspections, maintenance, renewal, repair, revisions, and upgrading of the on line service;
- 21.7 in performing the BEC services Our obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in similar circumstances.
- 21.8 We will employ reasonable endeavours to maintain the accuracy of data presented to you within our online services, but We cannot be held responsible for any discrepancies between the online services and the billing of your energy usage, or any business decision that You make where the information from Our online data services has been used to make that decision, whether within Our applications or any other such systems owned by You operated by You or Your authorised representatives.

22 Connection Agreement

- 22.1 This clause 22 shall apply where there is no pre-existing connection agreement between You and Your Network Operator in relation to a specific Supply Point.
- 22.2 Your supplier is acting on behalf of Your Network Operator to make an agreement with You. The agreement is that You and Your Network Operator both accept the **National Terms of Connection (NTC)** and agree to keep to its conditions. This will happen from the time that You enter into this Agreement and it effects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which Your Network Operator delivers electricity to, or accepts electricity from, Your home or business. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF; phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

23 Use of Non-Half-Hourly Metering Equipment and Half Hourly settled supplies Measurement Class E & G

- 23.1.1 If Your Supply Point is served by Non-Half Hourly Metering Equipment or Your Supply Point is served by Half Hourly Metering Equipment under Measurement Class E or G or You are a Micro Business then:-
- 23.1.2 The following clauses of this Agreement will not apply:
- Clause 3.1
 - Clause 7.6
 - Clause 7.7
- 23.1.3 We shall supply electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the Termination Date.
- 23.1.4 (a) We will notify You in writing in accordance with clause 13 above or via Our Business Energy Centre at least 60 days before the expiry of the Termination Date of Your options for Your supply of electricity at Your Supply Points.
(b) If You fail to provide a termination notice or renew Your Agreement for supply with Us as set out in Your notice, We will transfer Your supply points to Our variable business rates after the Termination Date. The remainder of these Standard terms and conditions SSE ESL TCS will apply.
(c) If You have not renewed Your Agreement with Us and You are transferred onto Our variable business rates You may subject to clause 3.6 (A) and 3.6 (B) cancel this Agreement upon providing Us with 30 days notice in accordance with Clause 13 above.
- 23.1.5 With effect from the Termination Date and only in the absence of any effective notice in accordance with 23.1.4 We reserve the right to change the prices in the variable business rate from time to time to reflect the market for retail electricity supply.
- 23.2 If You are a Micro Business customer the terms of Your additional Micro Business terms and conditions apply.

Definitions and Interpretations

- 24.1 In this Agreement:

Billing Period	means either quarterly or monthly or any other period that may be agreed whichever is the payment method for each relevant Supply Point specified in the Contract;
Business Day	means any other day than a Saturday, Sunday, Bank or Public Holiday in the United Kingdom;
Capacity Market	has the meaning ascribed to the term "the capacity market" in the Electricity Capacity Regulations;
Capacity Market Regulations	means the Electricity Capacity Regulations 2014 and the associated Capacity Market Rules 2014 as amended by the Capacity Market (Amendment) Rules 2014;
Central FIT Register	has the meaning ascribed to the term "central FIT register" in the FIT Order;
CHP Declaration Supply	means electricity supplied from this Agreement from GOCHP;
Commencement Date	has the meaning set out in clause 2.1 of this Agreement
Contract	means the document so titled and annexed to the Agreement;
Data Aggregator	means the accredited person appointed to summate meter readings received from Data Collector(s) to include any of their successors and permitted assigns;
Data Collector	means the accredited person(s) appointed to retrieve, validate, and process meter readings to be forwarded to the Data Aggregator and to include any of their successors and permitted assigns;
Data Retriever	means the accredited person(s) appointed to retrieve, and process meter readings to be forwarded to the Data Collector and to include any of their successors and permitted assigns;
Deemed Contract	means where We supply electricity to a Supply Point or a consumer otherwise than in pursuance of a contract, We shall be deemed to have contracted with the consumer for the supply of electricity from the time when We began to supply that electricity;
Distributor	means either the Electricity Distributor (in England and Wales) or the Network Operator (in Scotland) as defined below;
Electricity Distributor	means the person(s) who operates the distribution system(s) through which the supply of electricity is delivered at any relevant Supply Point;
Eligible Installation	any Plant located at a Site Address which is capable of small-scale low-carbon electricity generation (as defined under the FIT Order); and except as provided otherwise in the FIT Order all such Plant at the same Site Address which is capable of generating electricity from the same type of eligible low-carbon energy source is to be treated as a single Eligible Installation;
Feed-in Tariff Scheme	Means the environmental programme introduced by the government to promote the use of small-scale renewable and low-carbon electricity generation technologies;
Feed-in Tariff Payments	means payments for generation and/or export;
FIT Order	Feed-in Tariffs Order 2012 (SI 2012/2782) as amended from time to time;
Force Majeure	means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute Force Majeure;
Good Quality CHP (GOCHP)	has the meaning ascribed to it in the CHP Quality Assurance programme (as amended from time to time);
Half Hourly Metering Equipment	means Metering Equipment which measures and records electricity usage on a half hourly basis;
MAM or Meter Asset Maintenance	means all site activities including but not limited to the installation, commissioning, testing, repair, maintenance, removal and replacement of Metering Equipment;
MAMCOP	means Meter Asset Manager's Code of Practice;
Mandatory Feed-In Tariff License	means a licensed electricity supplier required to join the Feed-in Tariff scheme;
MAP or Meter Asset provision	means the supply of Metering Equipment;
Margins of Error	means the permitted margins of error specified in the regulations made under the Act or the relevant code of practice issued pursuant to the Balancing and Settlement Code, Settlement Agreement for Scotland or Master Registration Agreement (as applicable);
Meter Operator	means the person(s) appointed to provide MAP and/or MAM services as appropriate at each relevant Supply Point;
Metering Equipment	means the meters, data collection devices and ancillary equipment (including communication lines where appropriate) used to measure the flow of electricity through each relevant Supply Point;
Micro Business	A Supply Point at which a supply is taken by a 'relevant consumer', as defined in section 2(1) of the Gas and Electricity Regulated Providers (Redress Scheme) Order 2008;
Micro Business Customer Contract	means the document titled 'Contract' and annexed to this Agreement;
Micro Business Statement of Renewal Terms	A statement advising You of the fixed term period; Relevant Date; Your right to prevent automatic extension of the fixed term and the address for such communication and an explanation of the consequences of not renewing the Micro Business Customer Contract or agreeing a new contract before the Relevant Date;
Network Operator	means the company licensed to run the electricity distribution network in the area that delivers electricity to any relevant supply point;
Non-Half Hourly Metering Equipment (NIH)	means Metering Equipment which does not measure and record electricity usage on a half hourly basis;
Our/Us/We	means the Party named as SSE Energy Supply Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns;
Party	means either You or Us, and Parties means You and Us;

Act	means the Electricity Act 1989 as amended by the Utilities Act 2000 and regulations made there under as amended extended consolidated or re-enacted from time to time;
Accredited Feed In Tariff Installation	means an Eligible Installation which Ofgem has determined is suitable for participation in the Feed-in Tariff Scheme and has been entered onto the Central FIT Register;
Advanced Meter (AMR)	an electricity meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant industry code measures Your electricity consumption data for multiple time periods at least half hourly and provides Us with Remote Access to such data;
Agency Services	means the services of the following accredited service providers: Meter Operator(s), AMR service provider, Data Retriever(s), Data Collector(s), Data Aggregator, and prepayment infrastructure provider(s) to include any of their successors and permitted assigns provided that each Agency Service shall have received prior approval from Us and the term "Agency Service" shall refer to any of the service providers;
AMR Service Provider	means Agency Services for the provision and maintenance of AMR metering services;
Agreement	means the Contract, together with these standard terms and conditions including any/the Schedule(s) and any special conditions, in each case as agreed between the Parties;
Available/Authorised Capacity	means the capacity in kVA normally kept available as may be specified by the Distributor in the relevant connection agreement;

Plant	means any equipment, apparatus or appliance;
Prices	means the unit rates and other charges as specified in the Schedule(s);
Registration	means the recording on the Supplier Metering Registration System of a person as being responsible for the provision of a supply of electricity or an Agency Service with effect from a particular date;
REGO Plus	means a supply of electricity generated from a portfolio of renewable sources of energy consisting of wind (onshore and offshore) and hydro assets that have been allocated specific and identifiable REGO Certificate;
Relevant Date	means a date which is at least 30 days, and no longer than 90 days, before the date any fixed term period of a Micro Business Customer Contract is due to end;
Remote Access	means the access from a remote location to electricity consumption data;
Renewable Energy Guarantee of Origin or REGO Certificate(s)	means a certificated guarantee of origin as described in Directive 2001/77/EC of the European Parliament and of the Council of 27 September 2001, on the promotion of electricity produced from renewable energy sources in the internal electricity market, issued and administered by Ofgem;
Renewal Notice	means a notice provided by You to Us confirming your intention to renew this Agreement pursuant to the terms of the Statement of Renewal Terms, or Statement of Micro Business Renewal Terms (as the case may be);
Renewable Source Electricity or RSE	has the meaning ascribed to in Paragraph 19, Schedule 6, Finance Act 2000;
Renewable Source Supply	means electricity supplied under this Agreement from RSE;
Schedule(s)	means a schedule annexed to the Agreement and the term "Schedules" shall be construed accordingly;
Site Address	means the premises specified in the Contract and Schedule to be supplied with electricity under this Agreement;
SSE Green	means a supply of electricity generated from a portfolio of renewable sources of energy consisting of wind (onshore and offshore) and hydro assets, backed and matched with a REGO Certificate;
SSE Group	means SSE plc (a company registered in Scotland under Company Number SC117119 whose registered address is Inverlmond House, 200 Dunkeld Road, Perth PH1 3AQ) any company which is a holding company and/or subsidiary of SSE plc and any company which is a subsidiary of such holding company, where the terms "holding company" and "subsidiary" are defined in Section 1159 of the Companies Act 2006 as updated from time to time;
Supplier	means in relation to a Supply Point a person You have appointed to supply You with electricity;
Supply Point(s)	means the point(s) at which the flow of electricity is metered at the premises, as listed in the Schedule, unless otherwise agreed in accordance with clause 6.1;
Statement of Renewal Terms	A statement provided to You approximately ten (10) weeks, before the Termination Date containing the terms of Your contract with Us should You renew, cancel without appointing a new supplier or do nothing, and containing all the key terms that will apply after the Termination Date.
Termination Date	means the termination or expiry date specified on the Contract (or Micro Business Customer Contract), or any Statement of Renewal Terms/Micro Business Statement of Renewal Terms accepted by You, or such other date as may be agreed in writing by the Parties;
You/Your	means the Party named as the customer in the Contract.

- 24.2 Reference to any statute or statutory provision includes a reference to:
 24.2 (A) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and
 24.2 (B) all statutory instruments made pursuant to it.

Additional clauses for Micro Business customers as specified on the Contract

In addition to the terms and conditions in this Agreement, the following Terms shall apply to the supply of electricity to Micro Business customers.

- 25 **Conditions Precedent: The Parties' obligations are conditional upon:**
- 25.1 You being a Micro Business.
- 25.2 You having properly given notice of termination to Your previous Supplier where required to do so, or if the agreement with Your previous Supplier has properly come to an end.
- 26 **Supply and Term**
- 26.1 Notwithstanding clause 3.1, We shall supply Electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the Termination Date.
- 27 **Variation**
- 27.1 Subject to clauses 4.4, 7.1, 7.6 and 7.7, We shall be entitled to vary the Prices with effect from the Termination Date, such variations shall be notified to You.
- 28 **Termination**
- 28.1 Subject to the terms of clause 23 (to the extent they apply), clause 7 (Renewal, Termination, Disconnection, De-energisation and Suspension) applies in full to a Micro Business Customer Contract other than for sub clause 7.1 which is amended such that, You may terminate a Micro Business Customer Contract at any time from the Commencement Date up to 30 days prior to the Termination Date but the Contract will run its full term. However, if another Supplier registers the Supply Point prior to the Termination Date, We may be entitled to charge You a termination fee.
- 28.2 You will remain bound by these Standard terms & conditions for the supply of electricity to metered premises SSE ESL TC8 for the duration of the fixed term Micro Business Customer Contract.

29 Miscellaneous

- 29.1 If You do provide notice to terminate Your Micro Business Customer Contract before the Relevant Date, but fail to appoint a new Supplier by the Termination Date, then We will continue to supply You with electricity charging You at Our Deemed Contract prices.
- 29.2 We reserve the right not to renew Your Micro Business Customer Contract and to terminate the Agreement at the end of the fixed term.
- 29.3 You will be bound by the obligations of the Micro Business Statement of Renewal Terms when We issue it to You.
- 29.4 Subject to clause 29.5, in addition to clause 10.3, You, as a Micro Business Customer, may provide a written instruction that We shall NOT collect electricity consumption data for a period relating to less than one month, (where a Remote Access device is present and capable) at any time during your contract with Us, and We will produce Your bill based upon standard settlement data associated to Your Supply categorisation.

29.5 Clause 29.4 only applies to NHH metered supplies with profile class 01 – 04.

30 Back billing

30.1 Notwithstanding any contrary provision contained in these terms and subject always to Clause 30.2 below, We shall only issue an invoice to a Micro Business customer or otherwise seek to recover (including via a prepayment meter) the Prices for the supply of electricity from that Micro Business customer (hereinafter a "charge recovery action") in respect of:

- units of electricity which could reasonably be considered to have been consumed within the 12 months preceding the date the charge recovery action was taken; and
- where applicable, amounts in respect of a standing charge or any other type of supply charge accrued within the 12 months preceding the date the charge recovery action was taken.

30.2 Clause 30.1 does not apply in the following circumstances:

- where any charge recovery action was taken prior to 1 November 2018;
- We or any of Our representatives, have taken any charge recovery action on or following 1 November 2018 in a manner which complied with Clause 30.1 and, due to non-payment are continuing to take steps to obtain payment for the same units of electricity and, where applicable, the same amounts in respect of a standing charge or other type of supply charge;
- We have been unable to take a charge recovery action for the correct amount of electricity consumed due to obstructive or manifestly unreasonable behaviour of the Micro Business customer;
- any other circumstances, which the regulatory authority may specify by publishing a statement in writing.

SSE Business Energy is a trading name of SSE Energy Supply Limited Registered in England & Wales No. 03757502 which is a member of the SSE Group

The Registered Office of SSE Energy Supply Limited is No. 1 Forbury Place 43 Forbury Road Reading RG1 3JH

Registered in England & Wales No. 3757502

www.sse.com

A large font version of this document is available at our business website www.ssebusinessenergy.co.uk

SSE ESL TC8 version 1.8i

This page is intentionally left blank

Terms for the Supply of Electricity between Corona Energy and the Customer

Privacy Notice:

For the purpose of this Privacy Notice, “We” means Corona Energy Retail 4 Limited or any of our group companies.

In order for us to perform our functions, including to provide you with a quote or other information or to administer your account with us and for credit control and fraud prevention, we will need to process certain personal data. This will include but may not be limited to your name, contact email address and – in particular for sole traders – personal bank details.

This may also include recording calls that you make to us which may in addition be used for training. In order to set up and administer your account we may have to use a third party, such as a credit reference agency or meter reading agency. Where we use any third party it will be limited to the purposes necessary for the carrying out of these functions. We will retain the information for as long as is necessary which generally is for the life of a contract +6 years, however if you believe we have excess personal data about you, you can request a copy from us and ask us to delete what you believe is excessive. Please mark any request for the attention of the company secretary. If you do not agree with us, you may raise a complaint with the Information Commissioner at ico.gov.uk.

Definitions

‘Actual Consumption’	means aggregated consumption of electricity consumed by all Supply Points in any given period.
‘BSC’	means the Balancing and Settlement Code
‘Climate Change Levy’	means a tax levy applied to business consumers for the consumption of energy and ‘CCL’ shall be construed accordingly.
‘Commodity Price’	means the cost to you for electricity that is included within the Contract Price
‘Consumption Tolerance’	means between 80% and 120% of the Estimated Consumption
‘Contract Price’	means the price charged to you for the supply of electricity during any Fixed Price Period which includes the Commodity Price and other costs relating to your supply
‘Customer, you, your’	means the customer identified in the Particulars that has contracted on the terms of this Agreement for the supply of electricity.
‘Deemed Price’	means the price we charge to customers for electricity who are supplied by us but who do not have a current contract with us.
‘Deficit Electricity’	means the amount by which Actual Consumption falls short of the lower Consumption Tolerance in a month
‘Distributor’	means the distribution network operator company responsible for operating the electricity distribution network to which you Supply Points are connected.
‘End Date’	means the date when the Fixed Price Period ends as stated in the Particulars.
‘Forecast Consumption’	means estimated annual consumption and refers to the estimated amount of electricity that you are expected to consume in a year as set out in the Particulars.
‘Forecast Tolerance’	Means between 80% and 120% of the Forecast shown on the Particulars
‘Excess Electricity’	means the amount by which Actual Consumption exceeds the upper Consumption Tolerance in a month.
‘Fixed Price Period’	means a period during which the price charged to you for electricity is fixed (subject to the terms of this agreement).
‘Meter’	means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring electricity consumed at the Supply Point.
‘Meter Installation’	means the Meter and all associated installation materials or apparatus the date on which we become the registered supplier with the Distributor in respect of the Supply Point.
‘OFGEM’	means the Office of Gas and Electricity Markets
‘Particulars’	means the particulars of contract that sets out certain information regarding the terms of supply of electricity to you
‘Renewal Process’	means the process we start before the End Date to renew, extend or terminate your contract
‘Site’	means the location(s) at which you consume electricity as identified in the Agreement
‘Start Date’	the date on which we have agreed to begin the supply of electricity to you under this Agreement or when

Terms for the Supply of Electricity between Corona Energy and the Customer

	your new connection meter is installed
'Supplier, we, us'	means Corona Energy Retail 4 Limited, the company that is supplying your electricity under this Agreement
'Supply Point'	means the point(s) at which we shall make electricity available to you under this Agreement
'Surplus Electricity'	Means the amount by which the Actual Consumption exceeds the upper Consumption Tolerance in a month
'System Buy Price'	means the price paid by BSC trading parties for deficit electricity
'System Sell Price'	means the price paid to BSC trading parties for surplus electricity
'Transporter'	means the operator of a transmission system

1 Duration

- 1.1 This Agreement comes into effect when signed by both parties. Our obligation to supply electricity to you will begin on the Start Date. You will use all reasonable efforts to ensure that we can supply electricity to you at the Supply Points on the Start Date.
- 1.2 In the case of a new connection contract you will be subject to the daily standing charge from the date of this contract even where supply has not commenced.
- 1.3 We will follow industry processes and transfer or install the meters for your Sites to us from your previous supplier within 21 days of this Agreement unless:
 - 1.3.1 The Start Date in the Particulars is more than 21 days after the date of this Agreement in which case we will transfer or install the meters at the sites on the Start Date; or
 - 1.3.2 You ask us not to transfer the Sites or install the meters; or
 - 1.3.3 Your previous supplier blocks the transfer to us; or
 - 1.3.4 We do not have the correct information to complete the transfer or install the meters (having taken all reasonable steps to obtain the information from you or elsewhere); or
 - 1.3.5 Works need to be carried out due to the supply being through an exempt distribution system; or
 - 1.3.6 We cannot complete the transfer or install the meters for reasons outside our control.
- 1.4 We reserve the right to charge you for additional costs incurred by us in the event that the transfer or installation does not occur on time due to your act or omission.
- 1.5 If any of the information you have provided to us is inaccurate this may lead to us terminating this Agreement before the Start Date. In particular we may terminate the Agreement if:
 - 1.5.1 There is a Green Deal attached to any Site that is subject to this Agreement
 - 1.5.2 There is a pre-payment meter or other meter at any Site that is subject to this Agreement that we cannot support (although we reserve the right to continue the supply and change the meter in accordance with clause 4.6).
- 1.6 This Agreement shall continue in full force and effect until terminated in accordance with its terms. Before the End Date we will contact you as part of our Renewal Process to discuss renewing or extending this Agreement for a further Fixed Price Period. On renewal your Contract Price may be different for subsequent Fixed Price Periods, as agreed between us and you during the Renewal Process. Please note that if you have not served notice to terminate this Agreement and do not contact us during the Renewal Process to extend or renew this Agreement, this Agreement will automatically expire. If we continue to supply you after expiry or termination of this Agreement such supply shall be at the Deemed Price and on a deemed contract (terms of which can be supplied on request).

2 Price

- 2.1 Subject to clauses 2.1, 2.5, 2.8 and clause 3.3 below, you will be supplied for the Fixed Price Period at the Contract Price shown in the Particulars until the stated End Date for that Fixed Price Period.
- 2.2 If you have chosen the Fully Fixed product (as stated in the Particulars) we may only vary the Contract Price during the applicable Fixed Price Period to reflect either (a) cost increases arising from changes in law, regulation or tax (excluding any changes to the rate charged to us for feed-in tariff charges or renewable obligation charges); (b) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect – an example would be meter ownership status or what you use the Site for; or (c) in accordance with clause 2.8.
- 2.3 If you have chosen the Fixed product (as stated in the Particulars), in addition to those reasons set out in clause 2.1, we may vary the Contract Price to reflect changes in the charges imposed on us by any third party (including but not limited to those in the generation and distribution network), the rate charged to us for feed-in tariff charges or the rate charged to us for renewable obligations.

Terms for the Supply of Electricity between Corona Energy and the Customer

- 2.4 For the avoidance of doubt, the Contract Price is applicable only to the Sites agreed to be supplied at the Start Date or at the commencement of subsequent Fixed Price Periods. Any sites which you wish to add to this Agreement during a Fixed Price Period will be the subject of a separate price quote from us.
- 2.5 Your Contract Price assumes that we will be providing meter operator services. If you employ your own meter operator or we are required to change a meter to enable us to supply you we reserve the right to adjust your Contract Price.
- 2.6 If the Actual Consumption in any half-hour period, falls outside the Forecast Tolerance, then:
- 2.6.1 an additional amount may be charged to you in respect of Excess Electricity at the System Buy Price minus the Commodity Price.
- 2.6.2 an additional amount may be charged to you in respect of Deficit Electricity at the Commodity Price minus the System Sell Price.
- 2.7 In the event that we require a security deposit, the deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-05-74 Ref: Customer's name.
- 2.8 We reserve the right to pass through any element of EMR-related charges in the event at any time where:
- 2.8.1 The actual charges to Corona increase by more than 5 times the lowest rate of the Consumer Price Index (CPI) in the four quarters immediately preceding the Contract Date; or
- 2.8.2 Forecast or published charges for any period increases from that at the Contract Date

3 Payment

- 3.1 We will invoice you on a monthly basis for electricity supplied by e-billing. Should you require a paper invoice, there will be an additional charge. You must pay each invoice in full within 10 days of the date of invoice (unless agreed otherwise in the Particulars). You are not obliged to pay us if you have a genuine bona fide dispute, in which case any amount not in dispute should still be paid. If you fail to pay any sum that is due on time we may charge interest at the rate of 4% above the base lending rate of Lloyds TSB Bank plc, as well as make a late payment administration charge per invoice in accordance with the levels set out in the Late Payment of Commercial Debts legislation and regulations. Where any amounts are outstanding, we may prevent you transferring to another electricity supplier by lodging an objection (irrespective of your termination rights).
- 3.2 All prices are exclusive of VAT, CCL, and any other similar taxes which will be added to your invoices where appropriate and at the appropriate level. You are responsible for providing any applicable exemption certificate. If you do not provide the appropriate certificate the tax will be charged at its full rate until such time as you do provide a certificate.
- 3.3 All payments must be made by direct debit unless stated otherwise in the Particulars. Failure to do so may result in termination of the Agreement or an increase in the Contract Price by 1p/kWh.
- 3.4 Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes.

4 Meter Reading, Access and Maintenance

- 4.1 Unless otherwise requested by the Customer, the Supplier will make arrangements to provide metering services appropriate for each Site. Any Meter which is not the responsibility of the Supplier must provide data in a form compatible with the metering reading agency and Supplier's IT systems.
- 4.2 The Customer shall allow the Supplier, the Distributor and their respective agent's safe access to the Supply Point for the purposes of installation, operation, reading, maintenance, testing and removal of the Meter Installation and related equipment or for temporary or permanent suspension or termination of the Supply. The Customer shall provide at the Supply Point free of charge such supplies of electricity, water, drainage and protection as the Supplier or the Distributor or their respective agents may reasonably require.
- 4.3 The Customer shall provide at least two months' notice of its intention to alter, add or replace part or all of the Meter Installation and may only do so with the Supplier's prior written consent. The Supplier may reject the Customer's proposed changes to the Meter Installation for safety or any other reasons. The Customer shall give details of any change to the Meter Installation within two days after completion of the relevant work. If a new Meter is connected to a Supply Point, the Customer shall notify the Supplier in writing at least two days before beginning to consume Electricity. The Customer shall pay any inspection or other costs reasonably incurred by the Supplier in relation to any proposed changes to the Meter Installation, including the costs of the Supplier inspecting any Meter fitted by a non-registered meter operator.
- 4.4 If the Meter is not owned by the Transporter/Distributor or the Customer, the Supplier reserves the right to continue to bill the Customer for meter charges following the termination of this Agreement until the relevant contract is transferred to the new supplier.
- 4.5 The Customer shall on or before disposal of any part of the Supply Point in which any part of the Meter Installation or related equipment is laid or installed, and at any time on request by the Supplier, grant to the Supplier and/or the Distributor and their respective agents an easement (in such form as the Supplier may reasonably require) to install, operate, maintain, test and remove such equipment or any part thereof and preventing the Customer and its successors and assigns from doing anything which might unreasonably prevent or impede access thereto by the Supplier and/or the Distributor and their respective agents.



Terms for the Supply of Electricity between Corona Energy and the Customer

4.6 We reserve the right to remove any meter and replace it. We also reserve the right to operate the meters in a manner that enables us to provide the supply to you including, but not limited to, operating smart meters in dumb mode or fitting AMR in accordance with clause 5.

5 Automatic Meter Reading

5.1 You may request that we install an AMR device at your Site(s). All such requests will be subject to Site surveys and agreement between us and you before installation takes place.

5.2 Installation of AMR devices or smart Meters is subject to a Site survey. If we can install our standard AMR device without additional work then there will be no additional charge to you. If additional work is required or we need to install a different device or a smart meter we will discuss the options with you before proceeding.

5.3 We reserve the right to install either an Automated Meter Reading ("AMR") device or smart meter at your Site(s) and you agree to allow us to do this.

5.4 If you have a smart meter or AMR device at any of your sites you consent to us obtaining consumption data for periods of less than 1 month. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You can ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.

6 Safety and Emergencies

6.1 You undertake not to use electricity in any way likely to risk any person's health and safety or to risk any damage to property.

6.2 If there is a problem with your supply you should contact your Distributor which is named in the Particulars. You will find contact details for your Distributor on your invoices or on our website.

6.3 You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant wires, connections and apparatus downstream of the Meter and for paying any call out or repair costs in connection therewith.

6.4 You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of electricity where there is an emergency or where such instruction is given pursuant to obligations imposed on us by law, regulation or under our supplier's licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act 1976.

6.5 You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 4 and 6 of this Agreement.

7 Change of ownership and De-Energised or Disconnected Sites

7.1 You acknowledge that we have given you the benefit of a fixed price in expectation that it would be paid in full for the whole of the Fixed Price Period, that the Contract Price has been calculated on this basis and that we have incurred costs accordingly. However, if you intend to leave the Site during a Fixed Price Period, we will allow you to terminate the Agreement early on the following conditions: (a) you must give us at least one month's written notice, stating the date you intend to leave, your new address, and the name and current address of the proposed new owner or occupant; and (b) you must provide a Meter reading on the date you leave.

7.2 If during a Fixed Price Period you cease to use electricity at any Supply Point, we will still need to charge you for costs incurred by us in relation to the Supply Point for the remainder of the Fixed Price Period which for new connections will include a proportion of the cost of the supply and installation of any meters as this has been spread across the initial term of the contract. You can ask us to de-energise or disconnect the Supply Point which may reduce these costs.

8 Liability and Force Majeure

8.1 Save under clauses providing for indemnities or payments to be made, neither of us shall be liable (whether in contract or in tort) to the other for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Agreement or from any negligent act or omission hereunder.

8.2 Neither the Supplier nor its officers, employees or agents shall be liable to the Customer for any loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which comprised or resulted from physical damage to the property of the Customer, its officers, employees or agents.

8.3 We accept no liability for any loss or damage arising out of any act or omission of the Distributor, Transporter or their agents in the performance of its obligations, whether or not acting as our agent.

8.4 In any event, our liability under this Agreement shall not exceed the value of the Estimated Annual Consumption of electricity at the then Contract Price in the year the liability arises.

8.5 Nothing in this clause 8 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either party in respect of death or personal injury caused by that party's negligence.

8.6 If due to any circumstance beyond the reasonable control of one party to this Agreement it is not practicable for the affected party to perform any of its obligations, such obligations (other than to make payments) shall be suspended to the extent that and for so long as such

Terms for the Supply of Electricity between Corona Energy and the Customer

impracticability continues.

9 Termination

- 9.1 Either party may terminate this Agreement at the end of any Fixed Price Period by giving the other party at least two months' prior written notice. The notice can be served at any time as long as it is received two months before the end of the Fixed Price Period.
- 9.2 Any termination notice should be in writing and either sent by post to Corona Energy, Building 2, Level 2, Croxley Park, Watford, WD18 8YA or via email to power.terminations@coronaenergy.co.uk You will be able to transfer to another supplier provided this has been done and the Fixed Price Period has come to an end (subject to there being no outstanding amounts on your account). You should also refer to clause 10.7 below if taking this option. We are entitled to prevent you transferring to another supplier unless such notice has been duly given and the relevant Contract Period will have expired at the time of the proposed transfer.
- 9.3 We may terminate this Agreement forthwith by written notice to you at any time if:
- 9.3.1 you are in material breach of your obligations hereunder and fail to remedy the same (where remediable) within 14 days after receiving written notice of the breach from us requiring the breach to be remedied; or
 - 9.3.2 you cease to trade or enter into liquidation whether voluntarily or compulsorily or compound with your creditors or have a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over your assets or undertaking or any part thereof, or if any action, petition, application or proceeding is initiated or resolution passed relating to any of such matters; or
 - 9.3.3 any invoice shall remain unpaid for more than seven days beyond its due date (except in the case of a bona fide dispute notified in writing), or
 - 9.3.4 in respect of any or all Supply Points if we are not permitted to continue to supply electricity to those Supply Points because to do so would infringe the terms of our supplier's licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of those Supply Points.
 - 9.3.5 in our reasonable opinion, you may be unable to meet your obligations under the Agreement and/or the financial position of you and/or your ultimate parent company have deteriorated to a level unacceptable to us, provided in each case that we shall have given 14 days' notice of such opinion to you during which time you shall have failed to provide adequate financial security in respect of your obligations on terms satisfactory to us.
 - 9.3.6 there is a change in control of the Customer such that the ultimate holding company controls less than 50% of (directly or indirectly) the issued share capital of the Customer.
- 9.4 Any termination of this Agreement shall be without prejudice to any rights or remedies of either party arising before or as a result of termination (including any right of the Supplier to prevent the Customer transferring to another supplier). All sums due to the Supplier up to the date of termination shall be paid by the Customer on demand.
- 9.5 If we terminate the Agreement under Clause 9.3, in addition to any sums payable under Clause 9.4 you agree to indemnify us against any losses and expenses incurred in respect of such termination, including (without limitation) any losses incurred in disposing of the electricity bought to meet your Estimated Consumption demand for the outstanding Fixed Price Period.

10 General

- 10.1 By entering this Agreement you are agreeing to enter into an agreement between your Distributor and you the terms of which are set out in the National Terms of Connection. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site.
- 10.2 Title to and risk in the electricity passes to you at the Supply Point.
- 10.3 You consent to personal data about you being stored and processed by us and our affiliated companies for the purposes of credit control, fraud prevention and marketing, and for the normal processing of your account. We may record or monitor telephone calls from or to you for training and/or security purposes.
- 10.4 You may not assign this Agreement without our prior written consent. On prior notice to you, we may assign and transfer our rights and obligations hereunder to any person authorised to supply electricity.
- 10.5 You warrant that you have the right to enter into this Agreement, that the supply of electricity hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Agreement is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
- 10.6 Except where specifically stated, this Agreement creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.7 Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under clause 9.2 or provision of a final read under clause 7.1, the party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt please contact us to



Terms for the Supply of Electricity between Corona Energy and the Customer

ensure your notice has been received.

- 10.8 The Supplier reserves the right to modify the terms and conditions of this Agreement to comply with new legislation, statutory instruments, Government regulations or licences or similar events.
- 10.9 This Agreement constitutes the entire agreement between the parties relating to the Supply. The Customer confirms that it has not entered into this Agreement on the basis of any representation whatsoever concerning the Supplier or the Supply and that no such representation has been given by or on behalf of the Supplier except as set out in this Agreement or as otherwise agreed in writing by or on behalf of the Supplier.
- 10.10 We may vary any of the terms of this Agreement to reflect industry changes on giving you not less than 2 months' prior written notice.
- 10.11 Headings in this Agreement are for convenience only and have no legal meaning or effect.
- 10.12 No waiver, failure, or delay by either party in respect of any breach by the other of this Agreement or acceptance of payment or performance shall preclude any right, relief or remedy of the other party, nor shall the same be relied upon as a consent or waiver in respect of such breach whether of a like or different nature.
- 10.13 This Agreement creates no rights for any person not a party to it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.14 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required to be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provision of this Agreement.
- 10.15 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

Terms and Conditions of Supply for Business Customers

June 2018

ecotricity

1. The Contract
 2. Connection Conditions
 3. Supply
 4. Security Deposit
 5. Our Charges
 6. Invoices
 7. Payment Terms
 8. Metering
 9. Disconnection or De-energisation of the Supply
 10. Objection to Transfer
 11. Terminating the Contract
 12. Force Majeure
 13. Liability
 14. Confidential Information
 15. Notices
 16. General Provisions
 17. Governing Law and Jurisdiction
 18. Deemed Contracts
 19. Micro-Businesses
 20. Half Hourly Metering
 21. Fixed Term Contracts
- Definitions and Interpretation

Certain words in these terms and conditions have initial capitals. This is because we have given these words specific meanings. A list of these words and their meanings can be found at the end.

1. The Contract.

1.1. If you have signed a contract with us then these terms and conditions, together with the Business Supply Agreement, create a legally binding Contract (the '**Contract**') between you (our '**Customer**') and us The Renewable Energy Company Limited (trading as '**Ecotricity**'). If you have not signed a contract, or your Fixed Term has come to an end, then clause 18 (Deemed Contracts) will apply.

1.2. You warrant and undertake to us that the Site is used solely for business purposes and that you will notify us within seven days if the Site is to be used for completely or mainly domestic purposes. If this happens you will be deemed to have contracted with us on our Terms and Conditions for Domestic Energy Supply.

1.3. Commencement

This Contract will commence on the date that you sign the Business Supply Agreement.

1.4. Termination

If you have entered into a Fixed Term Contract you have committed to receive a Supply from us until the end of the Fixed Term, except where you are a Micro-Business and we make a change to these terms and conditions which is significantly to your disadvantage (see clause 19.2).

1.5. Authority to contract

By entering into this Contract you confirm the Customer is the owner or occupier of the Site (or will be on the date that your Supply starts) and:

1.5.1. if you are a sole trader you are aged 18 or over in England or Wales or aged 16 or over in Scotland; or

1.5.2. if you are in a partnership or other unincorporated organisation; you agree that you and your partners or fellow officers will be jointly and severally liable under the Contract; or

1.5.3. if the Customer is a limited company, limited partnership or other incorporated organisation; you have authority to act on its behalf; or

if you are a TPI; you have an Authority to Sign (**ATS**). If you are a TPI and the Customer challenges the Contract you agree that you will be solely liable for any losses we incur as a result.

2. Connection Conditions

2.1. Our obligation to provide the Supply is conditional upon the following conditions being met and maintained during the Term:

2.1.1. there being an installed and operational meter and communications link for each Supply Point or you have asked us to

install an operational meter at each Supply Point;

2.1.2. where required to you have paid a Security Deposit under clause 4;

2.1.3. where required you have a Connection Agreement in place in respect of your electricity supply. If you are not required to have a Connection Agreement then clause 2.2 will apply; and

2.1.4. where we have required you to, or have consented to you doing so, you have contracted directly with the relevant Agent. We may ask you to provide evidence of the relevant Meter Operator, Data Aggregator and/or Data Collector agreement(s).

2.2. National Terms of Connection

Where there is no Connection Agreement in place Ecotricity may act on your behalf to enter into one in the form of the National Terms of Connection (**NTC**) with which you agree to comply. The Connection Agreement will take effect from the time that you enter into this Contract and affects your legal rights. The NTC is a legal agreement setting out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, the Site. You can obtain a copy of the NTC, or raise any questions you might have about it, by writing to Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, calling 0207 706 5137 or visiting their website www.connectionterms.co.uk

3. Supply

Supply Start Date

3.1. Where Ecotricity has previously supplied the Site, or you are renewing a Fixed Term, then your Supply Start Date will be the date that this Contract commences under clause 1.3.

3.2. Where Ecotricity has not previously supplied the Site your Supply Start Date will be the date stated in the Business Supply Agreement provided all of the Connection Conditions in clause 2 have been met and that none of the provisions in clause 3.2 or clause 3.4 apply.

3.3. Your Supply Start Date could be delayed if we have difficulties taking over your Supply from your current Supplier. This could arise if:

3.3.1. your current Supplier objects to you switching your Supply because you have not properly terminated your contract with them;

3.3.2. your current Supplier objects to you switching your Supply because they

- 3.3.3. consider that you owe them money; we have not been provided with all of the information we require to take over the Supply despite taking reasonable steps to obtain it;

you are connected to a private gas or electricity network and:

3.3.4.1 - a physical connection needs to be made to the Distribution Network for the electricity and/or gas and the connection has not been made yet; or

3.3.4.2 - your current Supplier has told you that your metering needs to be arranged in a certain way to allow another Supplier to start supplying you and your meter has not yet been changed to allow this;

- 3.3.4. you do, or do not do, something which prevents us from taking your Supply;
- 3.3.5. Ofgem prevents us from taking over your Supply; or
- 3.3.6. there are other circumstances reasonably beyond our control.

- 3.4. We may terminate this Contract immediately, without any liability to you, where we are unable to take your Supply within 20 working days of the Supply Start Date because:

- 3.4.1. you notify us you no longer wish us to take the Supply; or
- 3.4.2. one or more of the conditions in clause 3.3 applies

and, where you have a Fixed Term Contract with us, we may charge you an Early Termination Fee in accordance with clause 21.3

Electricity Supply

- 3.5. The electricity supplied may be subject to the variations that are permitted by the Electricity Supply Regulations 1988 (as amended from time to time).
- 3.6. You must obtain our or, if we ask you to, the Network Operator's prior written agreement to install generating equipment on the Site, or to modify or exceed the design features of your connection. You will be required to pay all costs associated with these changes.
- 3.7. We will use all reasonable endeavours to supply you with electricity generated from renewable sources. You acknowledge that, due to the nature of the electricity market, this may not always be possible. You shall have no recourse against us if any part of the electricity supplied to you comes from non-renewable resources.

Gas Supply

- 3.8. The gas supplied shall be at the pressure laid down in the Network Operator's code.
- 3.9. Your gas supply may be interrupted or be of lower quality due to circumstances outside of our control or the control of the Network Operator.
- 3.10. We will use reasonable endeavours to ensure that a proportion of the gas supplied to you is sourced from renewable sources. You acknowledge that, due to the nature of the gas market, this may not always be possible. You agree that you shall have no recourse against us if the gas supplied to you, at any time, is from entirely non-renewable resources.
- 3.11. You agree that you will provide us with emergency contact details on our request. In an emergency, or if required to by law, we or the Network Operator may need you to stop using gas. When asked to you will use best endeavours to immediately stop using gas.

4. Security Deposit

- 4.1. We may ask you to pay us a Security Deposit as a condition of entering into, or continuing with, this Contract.
- 4.2. If at any time there are Arrears on your account we shall on each and every occasion be entitled to withdraw an equal sum from the Security Deposit to discharge the Arrears. You agree to top up the Security Deposit to its agreed original level on our request.
- 4.3. Subject to clause 4.4 below we will repay your Security Deposit to you within 20 working days of the termination of this Contract or at any other time in our discretion during the Contract.
- 4.4. We do not pay interest on Security Deposits.
- 4.5. Before we repay the Security Deposit we will deduct from it any sums due to us.

5. Our Charges

- 5.1. The Unit Rate, Standing Charge and, if relevant, any Pass Through Costs (the '**Charges**') for your Supply are set out in the Business Supply Agreement and are expressed exclusive of VAT.
- 5.2. We will charge you for the amount of gas or electricity supplied to you in kilowatt hours.
- 5.3. The Standing Charge will apply from the earlier of either:

- 5.3.1. the date that a Deemed Contract arises (clause 18);
- 5.3.2. your Supply Start Date; or
- 5.3.3. at the end of your Fixed Term where you have not entered into a new Contract or switched to an alternative supplier

and applies whether or not the meter is energised.

- 5.4. In addition to the Charges we will charge you for:
 - 5.4.1. any additional third party costs for example where you have asked us to move a meter or the cost of meter testing (clause 8.8); and
 - 5.4.2. Copy Document Charges we will notify you of the prices when we receive your request.
- 5.5. Where you receive electricity the time that any evening/night/weekend off peak rate applies are prescribed by the Network Operator and cannot be amended by us.

Varying the Charges

- 5.6. Subject to clause 5.8, unless you are on a Fixed Term Contract, we may vary your Unit Price and/or Standing Charge on not less than 28 days' notice. If we do so we will send you a letter confirming the new prices advising you of our intention.
 - 5.7. Subject to clause 5.8, we may vary our Out of Contract Rates at any time on not less than 28 days' notice.
 - 5.8. We may vary any of our prices or provide for an additional charge, on not less than 7 days' notice where:
 - 5.8.1. the Annual Consumption, Profile Class or any other information provided by you to us, or by anyone acting on your behalf, is incorrect;
 - 5.8.2. there is an obvious error in the Unit Price or Standing Charge that we have quoted to you;
 - 5.8.3. there are legislative changes or new taxes, charges, levies or duties related to the Supply imposed on us and which affect our costs of providing the Supply to you;
 - 5.8.4. any other obligation or cost imposed on us, which affects our costs for complying with our obligations under this Contract, changes or is introduced to our Supply Licences, the Relevant Law, the BSC and/or any other relevant industry documents or agreements; or
 - 5.8.5. there is a change in the way your Network Operator, or the operator of any Transmission System, calculates its charges.
- 6.2.4. any other charges or costs we are entitled to charge you under this Agreement, taxes (including VAT) and levies.
 - 6.3. We will produce your invoice using the consumption data recorded by the meter unless:
 - 6.3.1. we have not been provided with the consumption data within the billing period;
 - 6.3.2. you have a Smart Meter and we have been unable, for whatever reason, to retrieve the consumption data; or
 - 6.3.3. we reasonably believe the consumption data to be incorrect
 - 6.3.4. in which case we will invoice you based on a reasonable estimate of your usage based on the information that we have about the Site and your historical usage. We will reconcile your account on receipt of accurate consumption data and any adjustment will be made in the following month's invoice.
 - 6.4. If you do not provide us with a meter reading on your Supply Start Date, or the date that your Deemed Contract started (clause 18), we may open your account to an estimated reading.
 - 6.5. Where a meter reading has been obtained this will be conclusive evidence of your consumption in order for us to calculate your bill unless the meter is found to be recording inaccurately (clause 8.8.2 or 8.9). If your meter fails to accurately register your usage you agree to pay us for the amount that we reasonably estimate you have used.

7. Payment Terms

6. Invoices

- 6.1. We will endeavour to send you an invoice at least quarterly.
- 6.2. Your invoice will detail:
 - 6.2.1. the amount due for the Supply calculated in accordance with clause 5;
 - 6.2.2. Pass Through Costs;
 - 6.2.3. any interest or late payment fees
- 7.1. You agree to pay all invoices within Payment Terms. Your Payment Terms are set out in the Business Supply Agreement. Where you are on a Deemed Contract your Payment Terms are 14 days. A failure to comply with this clause 7.1 will be considered a material breach of this Contract.
- 7.2. If you do not pay any sum due within the Payment Term we shall be entitled to charge you:
 - 7.2.1. interest on the amount you owe us at the rate of interest provided for by Late Payment Legislation from the end of the Payment Term to the date that we receive your payment in full;
 - 7.2.2. a late payment fee of up to £100 as provided for by Late Payment Legislation; and
 - 7.2.3. our reasonable legal and debt recovery costs incurred by us to recover the sums which you owe to us including third party and administration costs; or
 - 7.2.4. we may in some circumstances terminate

this Contract and place you on a Deemed Contract at our Out of Contract Rates (clause 18).

- 7.3. We may use any sum you pay us to offset sums that are owing to us as follows:
- 7.3.1. we may allocate your payment against the oldest sum due even if you tell us that the payment related to another amount you owe to us;
 - 7.3.2. if you are in credit in relation to a particular Supply or Site we may allocate this credit against a debit balance on another part of your account or against another Site e.g. if your gas account is in credit, we can use this credit to pay off a debit on your electricity account and vice versa;
 - 7.3.3. if we receive a payment intended to pay for more than one Supply or Site we may allocate this payment to different accounts against the oldest sums which you are due to pay us; or
 - 7.3.4. we may allocate your payment to topping up any Security Deposit (clause 4.2).
- 7.4. If you pay a fixed amount each month by direct debit we may adjust the final direct debit amount we take when this Contract comes to an end to take into account any sums we reasonably estimate to be due.

8. Metering

- 8.1. You represent, warrant and undertake to us that the Supply at each Supply Point shall be measured by a meter, which must be:
- 8.1.1. installed at the Supply Point (unless we agree otherwise);
 - 8.1.2. operated and maintained by a Meter Operator;
 - 8.1.3. in proper working order and suitable for measuring the Supply; and
 - 8.1.4. subject to clause 8.4, compliant with all legislation, regulations and codes applicable from time to time.
- 8.2. You must not damage or tamper with your meter. If you do we will charge you for the reasonable costs associated with repairing or replacing the meter and will charge you for the electricity and/or gas we reasonably estimate has been consumed.
- 8.3. To the extent that the meter is owned or controlled by you, or by a third party contracted by you, you shall, or shall procure that the third party shall, at all times maintain the meter and ensure it is in good working order. Further, you are responsible for and must maintain all pipes, wires, cables, equipment and fittings after the point that the Supply leaves your meter and the meter has recorded it. You will indemnify us against loss of any nature incurred by us as a result of your breach of this

clause 8.3

Electricity Supply

- 8.4. In accordance with paragraph 2(2) of Schedule 7 of the Electricity Act 1989 the parties agree that any meter installed for the purpose of recording electricity consumption need not be certified.
- 8.5. If you have a Half-Hourly Meter then clause 20 below also applies.
- 8.6. If you do not have a Half-Hourly Meter and your maximum demand exceeds your Authorised Supply Capacity, or we advise you that you have exceeded an average of 100kw over your three months of highest consumption or a change in industry rules makes it necessary:
- 8.6.1. a Half-Hourly meter will be installed at your cost;
 - 8.6.2. it will be your responsibility to agree a new Authorised Supply Capacity directly with the Network Operator;
 - 8.6.3. the additional terms and conditions at clause 20 will apply; and
 - 8.6.4. except where you are a Micro-Business under a Fixed Term Contract; your current Contract will end and we will re-quote your account based on half-hourly charges or, if reasonable to do so, place you on our Out of Contract Rates. If you a Micro-Business on a Fixed Term then you will remain on your current Contract which will expire automatically. Unless you have entered into a new Contract with us we will place you on our Out of Contract Rates.

Gas Supply

- 8.7. In accordance with section 17 of the Gas Act 1989 the parties agree that any meter installed for the purpose of recording gas consumption will be certified and stamped by Ofgem or an approved meter examiner.

Meter Accuracy

- 8.8. Either of us can ask for a meter to be tested to make sure that it is recording your usage accurately:
- 8.8.1. if the meter is found to be recording within the Permitted Tolerances the party that requested the accuracy test will bear the cost of the testing; but
 - 8.8.2. if the meter is found to be outside the Permitted Tolerances then the meter shall be re-calibrated or replaced and we will bear the cost of the accuracy test and re-calibration or replacement except in the circumstances in clause 8.9 below.
- 8.9. If your Meter is or appears to be running backwards, or is in any way failing to record your usage accurately, due to the installation of micro-generation at the Site then you must notify us immediately

and you will bear our reasonable costs associated with the repair or replacement of the Meter

- 8.10. In the event of the circumstances set out in clauses 8.8.2 or 8.9 we will charge you for the electricity and/or gas we reasonably estimate has been consumed.

Access to the Meters

- 8.11. When we ask you to, you will allow safe access to the metering equipment on the Site to the following:
 - 8.11.1. us;
 - 8.11.2. our agents;
 - 8.11.3. the Network Operators;
 - 8.11.4. a Competent Authority; and
 - 8.11.5. any other person nominated by us.
- 8.12. You accept that it may not always be possible for the parties in clause 8.11 to provide you with notice of their intention to access the Meters.
- 8.13. You agree to allow forthwith the parties in clause 8.11 access to the Site:
 - 8.13.1. to install, repair, replace or remove a Meter;
 - 8.13.2. to install repair, replace or remove any communication link to or from the Meter;
 - 8.13.3. to read, test or inspect a Meter;
 - 8.13.4. to disconnect, reconnect, de-energise or re-energise a Supply;
 - 8.13.5. at any time in the case of an emergency;
 - 8.13.6. for the purpose of detecting, investigating and preventing theft of electricity and/or gas; and
 - 8.13.7. for any other reason permitted under the terms of our Supply Licenses.
- 8.14. You must ensure that that neither you, nor any representative or employee, does or fails to do anything that will prevent or impede access to the Site. If you do you agree that you will pay any costs associated with the failed visit
- 8.15. You are responsible for, and will keep in good repair, all pipes, wires, cables, equipment and fitting after the point that eh Supply leaves the Meter and the Meter has recorded it.

Smart Metering

- 8.16. If you have a Smart Meter installed at the Site by a previous supplier, we will endeavour to use it as such but we may have to treat it as a traditional meter until such time as we notify you otherwise.
- 8.17. If we have made an appointment for a Smart Meter to be installed you agree to provide us with contact details for each Site and agree that person will be available at the appointment time to provide our agents with access to install. You must give us not less than 48 hours' notice of a change of time

or cancellation. If for any reason we are unable to gain access to the Site, or you have not contacted us to change the appointment more than 48 hours before, we will recover from you all of our costs associated with the failed visit.

- 8.18. You agree that we may use the Smart Meter's functions to manage your account and:
 - 8.18.1. take meter readings;
 - 8.18.2. monitor your usage at any time;
 - 8.18.3. repair and update the Smart Meter;
 - 8.18.4. De-energise your Supply under clause 9;
 - 8.18.5. identify any faults or interference with the Smart Meter.
- 8.19. If for any reason the Smart Meter fails to record your usage, fails to record your usage accurately, or we are unable to obtain a meter reading for any reason beyond our control we will charge you for the electricity and/or gas we reasonably estimate has been consumed

- 8.20. If for any reason we are unable to communicate with your Smart Meter you agree to have a hard line communication link to your Meter installed at your own cost. Further, you agree to arrange the installation of the hard line communication link within 10 (ten) working days of us notifying you that the communication link is not viable.

9. Disconnection or De-energisation of the Supply

- 9.1. We may Disconnect or De-energise your Supply where:
 - 9.1.1. you are breach of any of the terms of this Contract;
 - 9.1.2. such action is necessary in the case of an accident, emergency or to avoid danger to property or person;
 - 9.1.3. we are required to do so by a Competent Authority or Court of competent jurisdiction;
 - 9.1.4. it is necessary for the inspection, maintenance or repair of the meter or Distribution Network; or
 - 9.1.5. you ask us to.
- 9.2. Where you have asked us to Disconnect or De-energise a Supply under clause 9.1 you will be responsible for the costs that we reasonably incur.
- 9.3. We may Disconnect a Supply that was De-energised under clause 9.1 and which has remained continuously De-energised for a period of not less than 3 months.
- 9.4. Where we intend to Disconnect or De-energise the Supply under clause 9.1.1 or clause 9.1.4 we will give you not less than 28 days' notice
- 9.5. Where the Supply has been Disconnected or De-energised under clause 9.1.1 we will not reconnect

or re-energise until such time as the circumstances giving rise to Disconnection or De-energisation have been remedied to our satisfaction and you have paid such reasonable amount as we may require to cover the cost of the De-energisation and re-energisation and/or Disconnection and re-connection (including any third party charges) and we may, in addition, require you to pay a Security Deposit under clause 4.

- 9.6. Where the Supply has been Disconnected or De-energised under clauses 9.1.2 to 9.1.5 we may not reconnect or re-energise until such time as you have paid such reasonable amount as we may require to cover the cost of the De-energisation and re-energisation and/or Disconnection and reconnection (including any third party charges).

10. Objection to Transfer

- 10.1. We may object to you transferring to another Supplier where:

- 10.1.1. your account is in Arrears;
- 10.1.2. your new Supplier has contacted us and we have agreed that the application was made by mistake;
- 10.1.3. your new Supplier's application relates to a metering point which is a Related Meter and the new Supplier has not applied to register all of the Related Meters on the same working day for the same start date; or
- 10.1.4. you have asked us to do so.

- 10.2. We will object to you transferring to another Supplier where the date that your Supply would start with your new Supplier falls within a Fixed Term.

11. Terminating the Contract

- 11.1. Unless you are within a Fixed Term you may terminate this Contract at any time by giving us 28 day's written notice provided that:

- 11.1.1. you have paid us all sums that are owed to us; and
- 11.1.2. on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected or De-energised

Change of Tenancy

- 11.2. If you cease to be the owner or occupier of the Site within the first quarter of a Fixed Term then clause 21.6 will apply. If you ceased to be the owner or occupier of the Site at any other time then you must give us not less than 28 days prior notice advising of:

- 11.2.1. the date on which you ceased or will cease to be the owner or occupier of the Site; and
- 11.2.2. the name and address of the new owner or occupier of the Site.

- 11.3. If you fail to provide notice under clause 11.2 then, without prejudice to our other rights under this Contract, we shall continue to charge you for the Supply until the earlier of:

- 11.3.1. the date on which the new owner or occupier accepts responsibility for our Charges;
- 11.3.2. the date on which an alternative supplier has been Registered;
- 11.3.3. the date on which we Disconnect or De-energise the Supply;
- 11.3.4. twenty-eight (28) days from receipt of notification, from you or a third party, that you have ceased to own or occupy the Site; or
- 11.3.5. the expiry of any Fixed Term.

- 11.4. We may terminate this Contract immediately at any time if:

- 11.4.1. you have a Fixed Term Contract and any of the conditions in clause 2.1 have ceased to be met at any time during that Fixed Term;
- 11.4.2. you have failed pay to us any sums properly due under this Contract within the Payment Term (clause 7.1);
- 11.4.3. you are in material breach of this Contract for any other reason than in clause 11.4.2 and such breach is not capable of remedy;
- 11.4.4. you are in material breach of this Contract for any reason other than in clause 11.4.2 and such breach is capable of remedy but you failed to remedy the breach to our satisfaction within twenty-eight (28) days of receiving notice from us to do so;
- 11.4.5. you are the subject of an Insolvency Event;
- 11.4.6. you are in material breach of a Connection Agreement, the CUSC, the BSC, the MRA, the Grid Code or any Relevant Law; or
- 11.4.7. you have persistently failed to comply with your obligations under, or have been in breach of, this Contract.

- 11.5. You may terminate this Contract immediately at any time if:

- 11.5.1. our Supply Licences are withdrawn; or
- 11.5.2. we are the subject of an Insolvency Event.

- 11.6. Ofgem can withdraw our Supply Licences in limited circumstances. So that you do not lose Supply Ofgem may require another Supplier to take over your Supply (a 'Last Resort Supply Direction'). This Contract will automatically terminate on the date that the Last Resort Supply Direction takes effect.

11.7. Termination of this Contract will not affect your or our accrued rights, remedies, obligations or liabilities existing at termination.

12. Force Majeure

12.1. Provided it has complied with clause 12.1, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party's obligations under the Contract shall be suspended without liability whilst the Force Majeure continues. You should read the definition of Force Majeure Event at the end of this document to determine which circumstances apply to this clause 13.

12.2. The Affected Party shall:

12.2.1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

12.2.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.3. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than ninety (90) days, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 month's written notice to the Affected Party.

13. Liability

13.1. We provide no warranty or guarantee as to the reliability or the quality of a Supply.

13.2. Subject to sub-clause 13.6 and clauses 20.4 and 20.6.2 and save where any other provision of this Contract expressly provides for an indemnity or payment of costs or charges, a Party (Party Liable) shall only be liable for loss directly resulting from any breach of the Contract which results in physical damage to the property of the other Party and which was reasonably foreseeable as likely to result in the ordinary course of events from such breach provided that the liability of either Party for such loss or damage shall not exceed the lower of either six times the average monthly invoice payable by your under this Contract or £1 million per incident or series of related incidents.

13.3. We shall be entitled to deduct from any compensation payable to you any compensation paid, or payable, to you by the Network Operator under a Connection Contract.

13.4. Nothing in this Contract will operate to:

13.4.1. exclude or limit the liability of either Party for death or personal injury resulting from

its negligence or the negligence of any of its officers, employees or agents; or

13.4.2. exclude liability for fraud, fraudulent misrepresentation or other dishonesty.

13.5. Neither a party, nor its respective officers, employees or agents shall in any circumstances whatsoever be liable to the other party for:

13.5.1. any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

13.5.2. any special indirect or consequential loss; or

13.5.3. any loss resulting from loss or corruption of or damage to data stored electronically and/or computer software.

13.6. Nothing in this clause 13 shall exclude or restrict or otherwise prejudice or affect any of:

13.6.1. the rights, powers, duties and obligations of either party which are conferred or created by the Relevant Law or Supply Licence; or

13.6.2. the rights, powers, duties and obligations of any Competent Authority under the Relevant Legislation, any licence or otherwise.

13.7. Each of the paragraphs of this clause 13 shall:

13.7.1. be construed as a separate and several contract term, and if one or more of such paragraphs is held to be invalid, unlawful or otherwise unenforceable the other paragraphs shall remain in full force and effect and shall continue to bind the parties; and

13.7.2. survive termination of this Contract.

13.8. We accept no liability in respect of any modification made to the Metering Equipment or the Distribution Network and notwithstanding the foregoing provisions of this clause 13 you agree to indemnify us against all costs, losses, claims, demands and expenses which we suffer or incur as a result of any such modification.

14. Confidential Information

14.1. Subject to clause 14.2, neither party shall disclose Confidential Information without the prior written consent of the other party, at any time after the date of the Contract and for a period of three (3) years from the date on which the Contract was terminated for whatever reason.

14.2. Notwithstanding clause 14.1 a party may disclose confidential information:

14.2.1. in order to fulfil their obligations under the Contract; or

14.2.2. to comply with any requirement of law, licence, code, authorisation or consent necessary to permit the Supply or to

enable either party to comply with its obligations under any agreement relevant to the Supply;

- 14.3. You agree that we may share information (including Confidential Information) about you and your account with our Group Companies, debt collection agencies, and credit reference agencies (who may use the information for credit scoring purposes). When we ask a credit reference agency to carry out a search for us they may record this on your credit file. If you would like details of the credit reference agents we use you can contact us by email to business@ecotricity.co.uk or calling 08000 302 302
- 14.4. You consent to your previous Supplier disclosing any information regarding the Supply Points that is necessary to enable us to take Supply and you consent to us providing any information necessary regarding the Supply Points to any incoming Supplier.

15. Notices

- 15.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 15.2. Provided that a notice has been served at a party's registered office in accordance with clause 16.1 then notice shall be deemed to have been received:
- 15.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 15.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or
- 15.2.3. if delivered by email the next working day after the time of transmission.

16. General Provisions

- 16.1. You warrant that the information that you or your agent have provided to us is true and correct and shall remain so through the term of this Contract
- 16.2. If any Court or Competent Authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 16.3. Any waiver by either you or us of a breach of this Contract must be in writing and shall not be construed as a waiver of any further breach of the same or any other provision.
- 16.4. You may not assign or transfer this Contract without our written consent.
- 16.5. We may assign or novate all or any part of this Contract to another Supplier without your consent (provided that the proposed Supplier holds a suitable Supply Licence or is exempt from doing so).
- 16.6. Unless expressly stated otherwise you and we do not intend that any part of this Contract should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.
- 16.7. The parties contract both for themselves and as trustees for their officers, employees and/or agents
- 16.8. This Contract and the documents referred to therein constitutes the entire agreement between you and us for the Supply. This Contract replaces and cancels any previous drafts, agreements, action, statement, warranties and arrangements of any kind whether in writing or not.

17. Governing Law and Jurisdiction

- 17.1. Where the customer is a limited company, limited partnership, sole trader, partnership or unincorporated body trading in England and Wales then this Contract is governed and construed with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 17.2. Where the customers is a sole trader, partnership or unincorporated body trading in Scotland then this Contract is governed and construed with Scottish Law and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.

Special Terms

18. Deemed Contracts

- 18.1. Where a Deemed Contract exists these terms and conditions together with our Out of Contract Rates form the entire agreement between us.
- 18.2. Clauses 1, 2, 3.2 to 3.4 and 21 of these terms and conditions do not apply to Deemed Contracts

Commencement

- 18.3. A Deemed Contract will exist from the date that you become responsible for a Site which we Supply or where Ofgem has appointed us as your Supplier
- 18.4. You will be responsible for a Site:
- 18.4.1. as a tenant or occupier from the earlier of the start date on your lease or the date that you occupied the Site; or
- 18.4.2. as a Landlord from the date that the tenant or occupier vacated the Site; or

- 18.4.3. from the date that you agreed to take responsibility for the Site; or
- 18.4.4. from the date when, for any other reason, you become responsible for the Site.

Rates

- 18.5. We will calculate your Charges based on our Out of Contract Rates. These are available on request and are expressed exclusive of VAT.
- 18.6. We change our Out of Contract Rates from time to time. Where we do so we will endeavour to notify you in writing in advance.
- 18.7. We may charge you at different rates to our standard Out of Contract Rates if circumstances reasonably require this.
- 18.8. Unless you have a Fully Inclusive Fixed Price, where you have a Half-Hourly Meter you will also be responsible for the Pass Through costs.

Termination

- 18.9. This Deemed Contract will terminate when either:
 - 18.9.1. you enter into a Contract with us (see clause 1 below); or
 - 18.9.2. you switch to an alternative Supplier from the date that your alternative Supplier takes over your Supply; or
 - 18.9.3. someone else becomes responsible for the Site; or
 - 18.9.4. your supply is Disconnected at your request and cost; or
 - 18.9.5. you have served a notice to terminate the Deemed Contract, on not less than 28 days, on condition that on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected.

19. Micro-Businesses

- 19.1. If you satisfy the definition of a Micro-Business customer then this is a Micro-Business Contract. Under our Supply Licences some businesses defined as Micro-Businesses are given special protection (see clause 8.6.4). It is your responsibility to inform us if you meet the definition of a Micro-Business or at any time you cease to be a Micro-Business.
- 19.2. We have a right to make certain changes to these Terms and Conditions, provided those changes are not directly related to you no longer satisfying the definition of a Micro-Business. If we make a change to these Terms and Conditions that is of significant disadvantage to you, you can end this contract by giving us 28 days written notice, within 14 days of us notifying you of the changes, provided that on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected/De-energised. If your Supply is De-energised we will continue to charge you for the

Standing Charge only. If you do not give us notice, or your Supply has not been switched to another Supplier, we will continue to Supply you until the end of the Fixed Term on the new terms.

- 19.3. As a Micro-Business; should you need to make a complaint or would like to see our complaints procedure, please visit www.ecotricity.co.uk/complaints or call us on 0345 555 7 100.

20. Half Hourly Metering

- 20.1. If you have a Half-Hourly Meter then the provisions of this clause 20 apply in addition to the rest of your obligation under this Contract.

Customer's obligations

- 20.2. You represent, warrant and undertake that throughout the term of this Contract you will:
 - 20.2.1. in relation to your electricity supply and, as far as they apply to you, comply with the Distribution Code and the Grid Code;
 - 20.2.2. at all times be a party to, and comply with, the Connection Agreement and any other agreement that you are required to enter into under the Connection Agreement; and
 - 20.2.3. in addition to your obligations under the Connection Conditions; comply with any other conditions that, in our reasonable opinion, we consider necessary to enable us to continue to provide the Supply where a change has been made to the Supply Licence, any Relevant Law, the BSC, the DCUSA, the UNC and any other relevant industry code or practice.
- 20.3. Your demand for electricity at a Supply must not, at any time, exceed the Maximum Power Requirement.
- 20.4. In the event you are in breach of clause 20.2 or 20.3 you agree to indemnify us fully for all costs, losses or liabilities incurred as a consequence, including any charges made by the Network Operator or, if the Site is directly connected to a Transmission System, the operator of the Transmission System.

Appointment of Agents in respect of your Electricity Supply

- 20.5. You may nominate, or we may ask you to contract directly with an accredited Meter Operator, Data Collector and Data Aggregator (such Agents to be reasonably acceptable to us) for the Supply Point. If you chose not to or fail to appoint such Agents then we will do so at your expense. If you chose to appoint Agents directly then it is your responsibility to provide us with their correct details. If you do not provide details or you provide inaccurate information then you agree to compensate us for any losses we incur as a direct result.
- 20.6. In the event that you appoint your own Agent:

- 20.6.1. you shall procure that your Agent indemnifies us against any loss or expense (including penalties imposed under the BSC) suffered by us as a result of the Agent's failure to satisfactorily provide, install or maintain any Metering Equipment in accordance with all Relevant Law, codes of practice, requirements of the BSC or Network Operator;
 - 20.6.2. where the Agent has not provided such an indemnity then you agree to indemnify us for any cost, losses or liability arising from the Agent's failures under clause 20.6.1;
 - 20.6.3. you must give us at least one (1) month's notice of any change of Agent; and
 - 20.6.4. if your contract with an Agent terminates, for whatever reason including where the Agent ceases to have the appropriate accreditation, we shall be entitled to appoint an alternative Agent. You agree that you will pay the costs of that Agent and our reasonable costs incurred in appointing them.
- 20.7. If at any time before or after the Supply Start Date you wish us to contract directly with the Agents you have nominated, you shall endeavour to notify us of the name and contact details of the nominated Agent(s) at least one (1) month prior to the proposed date of the appointment. Subject to us agreeing to contract with your nominated Agents (which we shall have no obligation to do) you shall:
- 20.7.1. pay to us any additional costs or charges we may incur as a result of such arrangement;
 - 20.7.2. procure the compliance by such Agent(s) with any standards and conditions required by us in respect of the provision of the Agent Services as may be notified by us to you in writing (including under this Contract);
 - 20.7.3. indemnify us for all costs, losses and liabilities reasonably or directly incurred by us as a result of our contracting with, and subsequent registration of, your nominated Agents; and
 - 20.7.4. undertake not to contract with any additional Agent to perform the relevant Agent Services.
- 20.8. We shall not be liable to you for any loss of data or for any costs or charges incurred by you as a result of any failure or delay by you in nominating and contracting with any Agent under this Contract.
- 20.9. Except where expressly provided, you shall be responsible for, and shall bear all costs associated with, all meters and you shall indemnify us in respect of costs, charges, expenses, claims, pro-

ceedings, losses, demands or liability of any nature (including any liquidated damages we have to pay under the BSC) which we may suffer or incur as a result of any fault or failure in a Meter, any act or omission by you, any act or omission of your Agents and/or any act or omission of the Network Operator in performing any obligation under the BSC to a reasonable standard.

- 20.10. Where you have contracted with an Agent directly you shall procure that the Agent will provide us with any information regarding the Supply which we require to discharge our obligations under any Relevant Law, our Supply Licences or industry requirement (including as applicable the BSC, the DCUSA and/or the MRA) within such timescales as we may require.

Triad Charges

- 20.11. If you are required to pay Triad Charges they will be invoiced monthly and will be calculated using data from National Grid plc. We will reconcile the charges on receipt of accurate data in March of each year and any adjustment will show in the following month's invoice

21. Fixed Term Contracts

- 21.1. If you have agreed a Fixed Term Contract with us then the provisions of this clause 21 shall apply in addition to the rest of your obligations under this Contract.
- 21.2. Our obligation to Supply you shall automatically end on the expiry of the Fixed Term unless you have agreed to renew your agreement with us under clause 21.8. If you do not renew your Contract with us before the end of the Fixed Term we may place you on a Deemed Contract and charge you in accordance with our Out of Contract Rates in accordance with clause 18. If we subsequently agree a Contract renewal with you we are under no obligation to back date the Contract.

Early Termination Fee

- 21.3. We may charge you an Early Termination Fee where:
 - 21.3.1. we have been prevented from taking Supply in the circumstances set out in clause 3.4 above;
 - 21.3.2. you have switched your Supply to an alternative supplier before the Fixed Term has expired; or
 - 21.3.3. you have ceased to be the occupier/ owner of the Site during the first quarter of the Fixed Term in the circumstances set out in clause 21.6 below.
- 21.4. Where clause 21.3 applies then the Early Termination Fee will be calculated as follows:
 - 21.4.1. £100 administration fee; and
 - 21.4.2. (25% of Estimated Annual Consumption / 12) * number of complete months remaining under the Fixed Term.

21.5. Where we terminate this Agreement under clause 11.4 before the end of the Fixed Term then the Early Termination Fee will be calculated as follows:

21.5.1. £100 administration fee; and

21.5.2. $(100\% \text{ of Estimated Annual Consumption} / 12) * \text{number of complete months remaining under the Fixed Term.}$

Changes of Tenancy

21.6. If you cease to be the owner or occupier of the Site within the first quarter of the Fixed Term we may terminate this Contract and charge you an Early Termination Fee under clause 21.3.3. We may waive the Early Termination Fee if you appoint us as your Supplier at the site that you move to.

21.7. If you cease to be the owner or occupier of the Site any time after the end of the first quarter of the Fixed Term then clause 11.2. above shall apply.

Renewals

21.8. No later than 42 days before the expiry of the Fixed Term we will send to you notice that your Fixed Term is due to expire and invite you to enter into a further fixed term. Our receipt of a signed Business Supply Agreement will constitute acceptance and the new fixed term will commence on:

21.8.1. the day after the Fixed Term expires where your signed Term Sheet Renewal is received by us before the expiry of the Fixed Term; or

21.8.2. the date that we receive your signed Term Sheet Renewal if received after the expiry of the Fixed Term.

21.9. If you continue to consume electricity and/or gas at a Supply Point after the expiry of the Fixed Term, and we have not received a Business Supply Agreement under clause 21.8, then the Business Supply Agreement (including these Terms and Conditions of Supply and agreements/codes expressly referred to) in force prior to the expiry of the Fixed Term shall be deemed to be extended until:

21.9.1. receipt of a signed Term Sheet Renewal, under clause 21.8;

21.9.2. you switch to an alternative; or

21.9.3. your supply is Disconnected

it shall form a legally binding agreement between the parties except that Out Of Contract Rates shall apply in place of the Charges specified in the Business Supply Agreement. We reserve the right to back date your Fixed Price for this period in exceptional circumstances.

Definitions and Interpretation

These definitions apply to terms used in these terms and conditions and your Business Supply Agreement.

Agent means a Data Collector and/or Data Aggregator and/or Meter Operator

Agent Services means the services provided by an Agent.

Annual Consumption means the amount of electricity and/or gas which you tell us or which we calculate, based on historic consumption data for the Site, you are likely to use in a year

Arrears means any sums which are not paid by you to us within the Payment Term.

Availability Charges means a unit rate of charge, set by the Network Operator and calculated using your Maximum Power Requirement, per kVa of demand made available.

Authorised Supply Capacity means the maximum electricity supply that you are allowed to take in a half hour period as set by the Network Operator.

Authority to Sign (ATS): applies where you are a TPI and means a letter signed by an authorised representative of the Customer authorising the TPI to enter into a legally binding contract with us on their behalf.

Base Price means the price on the wholesale market.

BSC applies to your electricity Supply and means the Balancing and Settlement Code (as amended from time to time).

BSUoS applies to your electricity Supply and means charges Balancing Services Use of System Charges as defined in and levied under the CUSC.

Business Supply Agreement means the document headed Your Business Supply Agreement setting out your details, the supply details, the Tariff Price, the Payment Terms, payment method and the Pass Through Costs applicable for your Supply and executed, or proposed to be executed, by the parties.

CUSC applies to your electricity Supply and means the Connection and Use of System Code (as amended from time to time) which constitutes the contractual framework for connection to, and use of, National Grid Company plc's high voltage transmission system;

Competent Authority means the Secretary of State, the Office of Gas and Electricity Markets (Ofgem), any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person of the Government of the United Kingdom or of the European Union

Confidential Information means the terms of this Contract, any information provided in relation to or under the Contract, and any other information relating to the affairs of the other party which is disclosed pursuant to this Contract

Connection Agreement applies to your electricity Supply and means either:

(a) an agreement between you and the electricity Network Operator allowing you to keep the Site connection to the Distribution System (including the National Terms of Connection under clause 5.10); or

(b) where the Site is directly connected to the Transmission System, the connection agreement between you, National Grid and the CUSC

Connection Conditions means the conditions specified in clause 2

Copy Document Charges means the fee we may in our absolute discretion charge you where you have requested a copy document including copies of the Business Supply Agreement, invoices, statement of account, and consumption data. Details of our current Copy Document Charges are available on request or can be found online at www.ecotricity.co.uk/for-your-business.

Data Aggregator means a person appointed to provide data aggregation services for the purposes of the BSC

Data Aggregator Agreement means an agreement between you and the Data Aggregator

Data Collector means a person appointed to provide data retrieval and/or data processing services for the purposes of the BSC

Data Collector Agreement means an agreement between you and the Data Collector

Data Service / Settlement Charges applies to electricity and means the costs passed back to you for your half hourly data to be accessed and recorded remotely each day and stored. Settlements fees in respect of the "settlement" of the distribution of electricity are compulsory and are charged monthly.

DCUSA applies to electricity and means the Distribution Connection and Use of System Agreement (as amended from time to time) which enables our use of the Distribution Network

Deemed Contract – Where we Supply to a Site without there being an agreed contract between us we will supply you under a deemed contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989.

De-energise means the taking of any step whereby no electrical current can flow from the Distribution System through the meter to the Site.

Disconnect means physically terminating the Supply by severing the connection to your Site from the Distribution Network.

Distribution Code means the distribution code as defined in the electricity Supply Licence.

Distribution Network means the system of distribution of electricity or gas to customer sites.

Fixed Price means the fixed Unit Charge and Standing Charge that we have agreed will apply in respect of the Supply for the Fixed Term set out in the Business Supply Agreement.

Fixed Term means the term during which we have agreed that a Fixed Price will apply for as set out in the Business Supply Agreement.

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause 12, or companies in the same group as that party)

Fully Inclusive Fixed Price means a Fixed Price that includes Pass Through Costs in the Unit Charge.

Grid Code means the grid code as defined in the electricity Supply Licence

HDCL means a Higher Distribution Cost Levy

Insolvency Event means a party is: unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any distraint, execution or other process levied or enforced on any of its property.

Last Resort Supply Direction means that a direction by a Competent Authority, made in the circumstances where our Supply Licences have been revoked, appointing a Supplier to take over your Supply.

Late Payment Legislation means the Late Payments of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002, the Late Payment of Commercial Debts Regulations 2013 and any later statute relating to late payment of commercial debts enacted by parliament.

Maximum Power Requirement applies to your electricity Supply and means that amount which is agreed by you with the Network Operator and notified by them to us from time to time.

Metering Equipment means the meter and any associated transformer, data communications metering equipment and ancillary equipment installed at the Site which are configured to measure and record the flow of energy.

Meter Operator means the person appointed to provide install and/or maintain the Metering Equipment.

Meter Operator Agreement means an agreement between you and the Meter Operator.

Micro-Business means a type of business which meets one of the following condition: uses less than 100,000 kWh of electricity a year, or uses less than 293,000 kWh of gas a year or has fewer than 10 employees (or their full-time equivalent) and has annual turnover or balance sheet less than €2 million (or as amended by Ofgem).

MRA means the Master Registration Agreement as modified from time to time which provides (among other things) the procedure for the registration of a Supplier in respect of a Supply

Network Operators – the local electricity distributors and gas transporters that manage the Distribution Networks.

Ofgem – The Office of Gas and Electricity Markets who regulate the gas and electricity markets in Great Britain or any regulatory organisation which replaces it.

Out of Contract Rates means the Unit Price and Standing Charge that we will charge you if for any reason you no longer received your Supply under this Contract and you have not switched to an alternative Supplier.

Pass Through Costs are the charges made in relation to your Supply by the Network Operator, and any taxes or levies (including the Climate Change Levy) payable, as detailed as excluded costs in the Business Supply Agreement (or as amended or added under clause 8.5)

Payment Terms means the amount of time you have within which to settle an invoice in full.

Permitted Tolerances means the prescribed statutory limits (currently set at +2.5% and -3.5% for UK nationally approved electricity meters and +/- 2% for UK nationally approved gas meters) or the inaccuracy any demand indicator at normal loads exceeds 5%.

Profile Class means the profile of the expected electricity consumption pattern or a specified group of customers;

Reactive Power Charges means charges levied by the Network Operator. The lower the power factor at a Site the higher the reactive power charges are.

Registered means the successful completion of the registration of us (or where the context requires, another supplier) as supplier of energy to the Supply Points

Related Meters means two or more meters that relate to a Supply located at the same Site.

Relevant Law means, as amended or replaced from time to time, the Electricity Act 1989, the Electricity Supply Regulations 1988, the Gas Act 1986, Utilities Act 2000, any other existing or subsequent European or domestic legislation (including acts of parliament, statutory instruments, regulations and directives) that are relevant to your Supply.

Security Deposit means a sum of money we may ask you to pay to us which we will repay to you when you leave or when specific conditions have been satisfied

Site means each location at which you would like us to provide a Supply.

Smart Meter means a meter that records the consumption data for your Supply and which is capable of automatically communicating that consumption data, via the Data Collector, to us.

Standing Charge means the daily charge to keep a Site connected and which is payable whether or not a Site is occupied and whether or not electricity and/or gas has been consumed at the premises.

Supply means the physical supply of electricity or gas or both under this Contract or a Deemed Contract.

Supply Point means the point at which a Supply from, or to, a distribution system:

- (a) is, or is intended to be measured; or
- (b) where Metering Equipment has been removed, was or was intended to be measured.

Supply Start Date means the date on which we physically start to Supply the Site with electricity and/or gas.

Supply Licences means licence to supply electricity granted under the Electricity Act 1989 and/or a licence to supply gas granted under the Gas Act 1986 (as amended).

Statement of the Use of System Charging

Methodology means the charging methodology produced by National Grid Company plc from time to time in accordance with its transmission licence.

Transfer Period means the period from the date that we receive a request to switch your Supply from an alternative Supplier to the date on which your Supply transfers to them.

Transmission System means a system of the type described in section 4(4) of the Electricity Act 1989

TPI means a third part intermediary appointed by the customer to procure energy on their behalf.

Triad Charges applies to your electricity supply and means a sum equal to your average half hourly electricity demand during the Triad Period in question multiplied by the Triad Demand Tariff less any prepayments you have paid to us prior to the Triad Period

Triad Demand Tariff means each of the tariffs at the relevant time set out in the column headed "Demand Tariff" in the Statement of Use of System Charges and levied by National Grid Company plc for services which they provide for the national Transmission System

Triad Period means one of the three periods between November and February in which National Grid Company plc takes a reading of maximum demand

UNC means the Uniform Network Code which applies to the supply of gas

Unit Rate means the price we charge you in pence per kWh.

VAT means Value Added Tax.

Unless otherwise specified a reference to a clause is to a clause of these terms and conditions.

- Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- The headings to the clauses are for convenience only and have no legal effect.

npower **Business Solutions** Conditions of Supply

May 2018

Page 45



**Business
Solutions**

Your Conditions of Supply & the Key Facts

We have responded to customer requests for clearer and more straightforward terms and conditions, so have rewritten our Conditions of Supply and combined three previously separate versions for electricity, gas and unmetered supplies into one document for greater simplicity. To aid navigation through the full document and help save you some time, we have summarised the key points below.

- 1. Type of Contract** – your Conditions of Supply cover both electricity and gas but clearly only apply to whichever fuel(s) you have supplied by npower. Where a clause is fuel specific, i.e. only applies to electricity or gas, it will say so, unless the context is obvious. This contract is not intended for use if any of the sites we supply are domestic premises.
- 2. Fixed-term contracts** – these conditions relate to a fixed-term supply deal, unless you have agreed otherwise with us or you are a deemed customer. When your contract expires, it will not be renewed automatically by npower. However, if you do not respond to a request from us to either negotiate a new contract or give notice that you'll be switching to a new supplier, we will continue to supply you. This supply will then switch to out-of-contract default rates, which are likely to be at a higher cost. See Condition 4.2 for more information on this.
- 3. Changes in your consumption** – if there are any changes in your expected monthly or annual consumption – for example due to outages at your site(s), the installation of on-site generation or the implementation of energy efficiency measures – you must notify us as soon as possible. If a significant or persistent consumption shortfall or surplus occurs, or is likely to occur in the future, you may be asked to pay additional costs to cover the expense of buying or selling the resulting volume. Further information is outlined in Conditions 5.6 to 5.8.

- 4. Interest charges** – your contract stipulates payment terms and timescales. If for any reason payment is late, interest can be charged. This also applies if npower owes you money and doesn't pay by the agreed date. Condition 7.5 outlines this in more detail.
- 5. How a change in law may affect your charges** – where npower has agreed to fix certain Charges within your contracted price such that they will not be amended, varied, reconciled or added to during the Term, then this will always be the case for those Charges, although Condition 7.14 will still apply if there has been an error or something changes. Where this is not agreed, or where a Charge has either been excluded from the price, or will be a pass through charge, or where any new charge arises during the Term, then Conditions 7.11 and 7.12 may apply.

Where a Charge has been specified as being excluded and therefore to be passed through, or where any new charge arises during the Term, then Conditions 7.11 and 7.12 may apply.

- 6. Contract terminations** – unless you are a deemed customer (in which case, see point 9 below), your contract is legally binding until its expiry date, but in some circumstances, it may become necessary to terminate early – and these are outlined throughout Condition 8. Conditions 8.4, 8.5 and 8.6 outline what then needs to happen with regard to payment, termination fees and transferring supply. It's worth noting that termination fees can also apply if you cancel your contract before supply actually starts.

- 7. Metering services** – we will always nominate a metering agent(s) to handle the services that allow us to bill you accurately (for example, data collection, data aggregation and meter operation). If you wish to appoint your own metering agent(s) instead, you must notify us as soon as possible and no later than one month before your contract starts. Where, for whatever reason, no metering arrangement has been agreed, we will have the right to arrange the necessary contract on your behalf and you will be bound by that contract for the duration of the supply. More details are outlined in Condition 11.5.
- 8. Unmetered supplies** – if we supply electricity to unmetered sites, then details you need to be aware of are outlined in Condition 14.
- 9. Deemed supply** – if you have not yet agreed a contract with npower but you are the owner or occupier of a premises already supplied by us, then you are classified as a deemed customer, and details of this are outlined in Condition 15. If you are a deemed customer, you can terminate your agreement with us at any time.

Finally, if you are unsure about any of the terms used in your Conditions of Supply, you will find a comprehensive glossary towards the end.

1 Introduction

- 1.1 (a) These Conditions apply where the Supplier supplies the Customer's business with Energy and:
- (i) the Customer has entered into a verbal or written Agreement with the Supplier (for a metered or unmetered Supply); or
 - (ii) the Customer is a Default Customer; or
 - (iii) the Customer is a Deemed Customer.
- (b) These Conditions do not apply where:
- (i) the Customer is a Domestic Customer
 - (ii) the Customer is a Micro Business consumer
 - (iii) the Meter is a pre-payment Meter

If any of the above circumstances apply to the Customer, the Supplier's relevant Conditions of Supply (which can be obtained from the Supplier on request) shall automatically apply instead.

- 1.2 Words in the singular include the plural and vice versa, and the expression 'including' means without limitation.
- 1.3 In this Agreement a reference to any Industry Agreement, legislation, Licence or regulation (or to any provision of one of them) is a reference to the version currently in force, taking account of any replacement, amendment, modification, extension or re-enactment that may happen from time to time. If any of the source documents or indices referred to in this Agreement are unavailable or cease publication it shall be substituted by alternative source documents or indices which as nearly as practicable achieves the same result.
- 1.4 The Customer confirms (and this confirmation is a representation and warranty) that it is taking a supply only for itself and its Affiliates listed in this Agreement and agrees and confirms that it has the necessary authority to enter into a contract as agent for and on behalf of any Affiliates who are supplied under this Agreement. If an Affiliate of a Customer takes a supply under this Agreement, that Affiliate shall be deemed to have entered into an agreement directly with the Supplier, the Customer will procure the performance of this Agreement by those Affiliates

and all references (except in this Condition 1.4) in this Agreement to "Customer" shall be deemed a reference to the Customer and each such Affiliate. The Customer understands that the Supplier will only accept declarations relating to VAT, the Climate Change Levy or any other tax if the invoice is addressed to the correct Affiliate and the Customer will ensure that it provides all the necessary information to the Supplier relating to declarations for tax purposes, and the Customer will reimburse the Supplier for any losses, costs or expenses suffered by the Supplier (including any fines, penalties or interest) if the correct amounts of tax are not paid in respect of the Customer and its Affiliates who are supplied under this Agreement.

2 Before the Supply begins

- 2.1 The Supplier's obligation to supply Energy to the Customer under this Agreement is conditional on

Part A

the Customer:

- (a) confirming to the Supplier (and this confirmation is a representation and warranty) that:
 - (i) the Customer has the authority to enter into the Agreement to purchase Energy for consumption at the Site(s); or
 - (ii) any representative or agent acting on the Customer's behalf has this authority; or
 - (iii) the Customer is the owner or occupier of the Site(s); and
- (b) making sure the Site(s) is/are Connected; and
- (c) (using the Energy wholly or mainly for business purposes (this includes landlords, managing agents or housing associations that have contracted with the Supplier to purchase and pay for Energy for premises where all or some of the Energy is used for domestic purposes). For the avoidance of doubt, Domestic Premises shall not be supplied under this Agreement; and
- (d) (providing suitable credit references and Security Cover if the Supplier asks the Customer to; and

- (e) providing or facilitating a Meter reading at each Connection Point and ensuring that all Meters are certified (if required) installed and fully compliant with all relevant Industry Agreements and legislation; and
- (f) carrying out the Customer's obligations under this Agreement; and
- (g) ensuring that all Industry Agreements that are relevant to each Site, Connection Point, MPAN or MPRN (as applicable) are in full force and effect and the Customer (or any owner or occupier of the Sites) has complied with them in all respects; and
- (h) having entered into an agreement with a Metering Agent in accordance with Condition 11.5; and
- (i) ensuring that all the information provided by or on behalf of the Customer to the Supplier is complete and accurate; and

Part B

the Supplier

- (j) confirming acceptance of the Customer's written offer to buy Energy; and
- (k) being allowed to supply the Customer under the terms of the Supplier's Licence and all other Industry Agreements; and
- (l) being able to confirm the address of each Site, Connection Point, MPAN and/or MPRN; and
- (m) having secured any third party permissions required; and
- (n) having received credit reports about the Customer which the Supplier considers satisfactory and (if the Supplier asks for it) having received Security Cover from the Customer; and
- (o) being able to support the Meter set up at the Customer's Site through the Supplier's existing billing systems; and
- (p) being satisfied that the Customer has complied with the Customer's obligations under Condition 2.1; and

- (q) being Registered as the Customer's supplier to each Connection Point; and

Part C (applies in respect of gas only)

- (r) if the Customer is a Large Gas Supply Customer, the Customer giving the Supplier
- (i) the names and/or job titles of 3 to 5 emergency contacts (or, if a number is provided at the Customer's Site that can be contacted 24 hours per day, at least 1 emergency contact) who have the authority to comply with any direction the Supplier gives if there is a Gas Supply Emergency; and
- (ii) between 1 and 4 telephone numbers for each emergency contact so that at least one of them can be contacted 24 hours per day; and making sure these details are kept up to date; and
- (s) if the Customer's annual gas consumption is (or expected to be) higher than 1,464,000 kWh for a Site, the Customer also giving the Supplier a fax number that is able to receive faxes 24 hours per day as an emergency contact.
- (t) the Customer confirming that the Connection Point(s) is/are not Interruptible Gas Connection Point(s) or agreeing in writing with the Supplier that one or more Connection Point(s) is/are Interruptible Gas Connection Points and where a Connection Point is an Interruptible Gas Connection Point, the Supplier shall notify the Customer of the additional terms and condition that apply.
- (u) the Supplier having become validly Registered with the relevant Transporter in respect of such Connection Point.
- 2.2 The Customer shall continue to comply with the obligations under Condition 2.1 (part A) and if at any time the Customer does not carry out any of its obligations under Condition 2.1 (part A), the Supplier may stop providing the Supply and the Supplier may Disconnect the Connection Point.

- 2.3 The Supplier may, but shall not be obliged to, start the Supply to the Connection Points before satisfaction of all the conditions set out in Condition 2.1. In such circumstances, the Customer shall still be obliged to comply with all the conditions unless the Supplier has given a waiver in writing (which may be given to the Metering Agent where the waiver relates to certification of the Meters). The Supplier shall retain all its rights and/or remedies in respect of the failure of the Customer to comply with the provisions of Conditions 2.1 to 2.2 (except where that failure is due to the default of the Supplier).
- 2.4 Subject to Condition 2.1 (Part B) and unless the circumstances described in Conditions 2.5 and/or 2.6 apply, the Supplier shall become Registered as the Customer's supplier by the Transfer Date which shall be within 21 days of the day following the Agreement Date.
- 2.5 The Supplier shall become Registered as the Customer's supplier by the Transfer Date unless:
- (a) having taken all reasonable steps to obtain any missing information from the Customer, the Customer has not provided that information and that information is not readily available from another source; or
- (b) the Customer requests that the transfer takes place over a longer period of time than 21 days, for example where the Supplier has agreed a later or deferred start date with the Customer; or
- (c) the Customer's Distributor is an exemption holder and (a) the Customer or the Customer's Distributor require a physical connection to be made which has not yet been made available, or (b) a metering arrangement is required to be entered into and is not yet in place (both in a manner as referred to in the Licence); or
- (d) there is any other reason outside of the Supplier's control and which the Supplier has taken all reasonably practicable steps to resolve; or
- (e) the Customer's existing supplier objects for a reason permitted under its Licence (or in the case of a supply exemption holder where it has a legal right) to the Supplier's proposed Registration.

- 2.6 Where the Supplier's proposed Registration is delayed or objected to for any of the reasons set out in Condition 2.5, the Supplier will attempt to become Registered as soon as reasonably practicable and in any event within 21 days of the date that the last reason for delay or failure to obtain Registration (as applicable) ceases to apply.
- 2.7 For the avoidance of doubt the Supplier will not charge the Customer for the cost of applying for Registration.

3 The Supplier's registration as the Customer's supplier

- 3.1 The Customer confirms that at the date of this Agreement the Customer has no contract, obligation or arrangement which prevents the Customer from entering into this Agreement with the Supplier for the Term or which will prevent or delay the Supplier from becoming Registered as the Customer's supplier by the proposed Effective Date. This includes any outstanding debt or disputes with the Customer's current supplier.
- 3.2 The Customer will not enter into a new contract, or attempt to renew or extend any existing contract (either in writing or verbally) with any other energy supplier for the Supply of Energy to a Site for any part of the Term.
- 3.3 The Customer will use all reasonable efforts to help the Supplier to become Registered as the Customer's supplier and both Parties shall provide the other with all reasonable assistance and information required to enable compliance with any obligations under this Agreement, any Industry Agreements, its Licence or any relevant legislation and the Customer appoints the Supplier as its agent for the purpose of obtaining the information the Supplier needs to provide (or continue to provide) the Supply.
- 3.4 The Customer agrees that if the Supplier, having used reasonable efforts, is prevented from becoming Registered as the Customer's supplier by the proposed Effective Date then the Customer will pay the Supplier a Termination Fee, calculated as described in Condition 8.5, where this failure is due to:
- (a) any reason set out in Conditions 3.1, 3.2, or 3.3; or
- (b) the Customer (or the Customer's representative or agent) having notified the Supplier of the incorrect

- date on which the Customer is able to take Supply from the Supplier and which the Supplier has treated as the proposed Effective Date; or
- (c) the Customer has provided inaccurate or incomplete information to the Supplier.
- 3.5 The Supplier will not be liable to the Customer for any loss which the Customer suffers as a result of any delay or failure in Registration except in the case of a delay or failure in the Supplier becoming Registered as the Customer's supplier for reasons solely attributable to the Supplier (provided Conditions 2.1 (Part B) are satisfied) and where Conditions 2.5, 2.6, or 11.8 do not apply. In such circumstances the Supplier's liability to reimburse the Customer for any costs and losses the Customer incurs shall in no event exceed the lower of either (i) the difference between the charges incurred by the Customer as a result of such late or non Registration and the charges the Customer would have paid to the Supplier under this Agreement had there not been such a delay or failure; or (ii) £200,000 (two hundred thousand pounds) only. The Customer must provide proof of payment of charges to the Customer's existing supplier for any claim for reimbursement to be considered.
- 3.6 The Customer agrees and acknowledges that the Charges agreed with the Customer in respect of the Term rely on the assumption that the Supplier shall become Registered as the Customer's supplier by the Effective Date. The Customer further agrees that in the event of a delay to the Supplier's Registration which is due to the Customer (including a delay caused by any reason set out in Condition 2.5) the Customer shall be liable to reimburse the Supplier for any costs and losses the Supplier incurs due to such late Registration. In such circumstances the Supplier shall (at the Supplier's absolute discretion) either issue the Customer with a separate bill which the Customer must pay immediately or adjust the Charges payable by the Customer accordingly.
- 3.7 Once Registered as the Customer's supplier, the Supplier may (to the extent permissible) prevent the Customer from trying to take Energy from another supplier or another supplier from trying to Register the Customer at any Site covered by this Agreement if:
- (a) changing (or attempting to change) supplier would put the Customer in breach of any of the Conditions of this Agreement; or
- (b) the Customer has not paid all the Charges due under this Agreement even if this Agreement has ended; or
- (c) the new supplier agrees with the Supplier that the application for the transfer was started in error; or
- (d) in the case of electricity only, the transfer does not include the simultaneous transfer of all related Connection Points that need to be transferred together.
- 3.8 Where the Customer wishes to transfer to a new supplier and the Supplier has no reason to object to such transfer under Condition 3.7, the Supplier will take steps reasonably necessary to assist the Customer in such transfer.
- 3.9 The Supplier or a new supplier may apply to transfer the registration of the Meters between the Distribution Network and the Transmission System in accordance with the relevant Industry Agreements. The Customer will provide all assistance reasonably required to carry out such a transfer.

4 When the Agreement begins and how it can be renewed

- 4.1 This Agreement will start on the Effective Date and will continue until the Expiry Date.
- 4.2 If this Agreement terminates for any reason, and either the Customer's new supplier has not started to supply the Customer when this Agreement ends or the Customer has not entered into a new contract for Supply with the Supplier by this date, then the Supplier will continue to supply the Customer on these Conditions but subject to the Supplier's out of contract default prices (and the Customer will be a Default Customer but will not be a Deemed Customer). Subject to the Supplier's rights under Condition 9, the Supplier will charge the Customer at the default prices until such time as another supplier becomes the Customer's Registered supplier, or the Customer (or a third party where there has been a change of occupancy or ownership of the Site) enters into another contract with the Supplier for Supply to the Site. Default prices are subject to change and are published at <http://www.npower.com/business-solutions/your-account/your-contract/>.

5 While the Supplier is supplying the Customer

- 5.1 The Customer will pay for all Energy (as determined according to Condition 11) the Supplier supplies at a Site as set out in Condition 7.
- 5.2 In respect of electricity only, the Customer agrees that by entering into this Agreement (where this Agreement is for the supply of electricity) the Customer is also entering into the National Terms of Connection with the electricity Distributor (as defined in Condition 18). The Customer understands that it is the Customer's responsibility to agree the Customer's Profile Class and Capacity Charges with the electricity Distributor.
- 5.3 The Customer confirms that the information the Customer or the Customer's representative or agent gave to the Supplier when the Supplier calculated the Supplier's quotation for the Supply of Energy was accurate, complete and correct and that there is no material information which the Customer has failed to give the Supplier. Such information includes any declaration or certification which affects the treatment for VAT, Climate Change Levy or other taxation purposes. The Customer acknowledges that the Supplier has relied on this information when the Supplier agreed to provide a Supply of Energy under this Agreement. If this information is not correct (including information relating to the Meter, or (for gas) the AQ and SOQ, or (for electricity), the EAC, Profile Class or Capacity Charges) or if the information changes (including temporarily), the Customer must tell the Supplier immediately and the Supplier may amend the Charges and/or may de-energise the Sites and the Customer shall reimburse the Supplier for any losses charges or costs it incurs as a result.
- 5.4 If the Customer, the Customer's representative or agent or any third party (including the Customer's Distributor) gives the Supplier incorrect information about the Customer's expected consumption or Actual Consumption, Annual Volume, the Meter, or (for gas) the AQ and SOQ, or (for electricity), the EAC, the Customer's Profile Class or Capacity Charges, the Supplier will not have any liability to the Customer for this information, or for any cost or losses incurred by the Customer resulting from this information being incorrect.

- 5.5 The Supplier will carry out the Supplier's obligations under this Agreement with reasonable skill and care.
- 5.6 The Customer shall, by giving as much notice as possible, notify the Supplier:
- before it changes its consumption or usage of the Supply;
 - in the case of electricity only before it carries out a Service Upgrade;
 - of any outages (whether planned or unplanned) at the Site;
 - of any proposed or actual changes to, or the installation of any new, on-site generation at the Site during the term of this Agreement and the Customer confirms that it has informed the Supplier of all on-site generation including any Combined Heat and Power generation on the Site existing at the Effective Date;
 - of any reserve or demand side management arrangements that it has in place (whether with the Supplier or any third party); and
 - of any proposed or actual energy efficiency measures.
- 5.7 If in the Supplier's reasonable opinion (whether upon the provision of information in accordance with Condition 5.6 or at any point during the term) there will be a material and/or persistent:
- reduction in the Customer's expected future consumption, whether on a monthly or an annual basis, the Supplier may sell any Energy secured by the Supplier in respect of the Customer so that volume of Energy secured by the Supplier is equal to the Customer's expected future consumption; or
 - increase to the Customer's expected future consumption, whether on a monthly or an annual basis, the Supplier may purchase additional Energy in respect of the Customer so that volume of Energy secured by the Supplier is equal to the Customer's expected future consumption;
- and upon notification by the Supplier, the Customer shall reimburse the Supplier for any losses, costs and expenses arising from such action. The Supplier

shall calculate the losses, costs and expenses arising in relation to this Condition 5.7 by reference to the difference between the Charges the Customer would have paid but for the expected change in consumption and the prevailing market price at the relevant time.

- 5.8 Where in the Supplier's reasonable opinion the Customer's Actual Consumption demonstrates a material and/or persistent change from the aggregate Annual Volume and/or any consumption data provided by the Customer and/or any consumption data used by the Supplier to derive the Charges, the Customer shall reimburse the Supplier for any losses, costs and expenses incurred by the Supplier as a result of such change. The Supplier shall (whether at the date of such losses, costs and expenses or at any point before or after the Expiry Date) calculate its losses by determining the volume of change in consumption in relation to this Condition 5.8 and multiplying that volume by the difference between the Charges the Customer would have paid but for the change in consumption and the average system prices during the period that such change in Actual Consumption took place.
- 5.9 In respect of gas only, the Supplier may isolate or restrict the Supply of Energy (gas) in accordance with a direction given under Section 2(1)(b) of the Energy Act 1976, and the Customer must refrain from using or restrict its use of Energy if notified by the Supplier. If the Supply of Energy (gas) is curtailed by a Transporter in the event of a Gas Deficit Emergency (as defined in the Uniform Network Code), the Supplier shall pay the Customer a DSR Payment (as defined in the Uniform Network Code) in accordance with the terms of its Licence and the Uniform Network Code as soon as reasonably practical following receipt of that payment from the Transporter. Where a Customer Connection Point is designated as an "Interruptible Supply Meter Point" under the Network Code, separate provisions will apply.

6 Security Cover

- 6.1 The Customer shall provide, increase or replace any Security Cover (that must always be reasonably acceptable to the Supplier):
- if in the reasonable opinion of the Supplier, there is a material change in the creditworthiness and/or financial standing of the Customer which may affect the Customer's ability to meet its financial or other obligations under this Agreement; and/or
 - if in the reasonable opinion of the Supplier, there is a material change in the creditworthiness and/or financial standing of the Customer's Security Cover Provider and which may affect the Customer's Security Cover Provider's ability to meet its obligations under any Security Cover; and/or
 - if the Security Cover Provider fails to comply with or perform any of its obligations under the Security Cover; and/or
 - if any Security Cover already provided has ninety (90) days or less until it expires; and/or
 - if any Security Cover provided ceases for any reason to be in full force and effect, or the validity of the Security Cover is challenged or disaffirmed; and/or
 - if in the reasonable opinion of the Supplier there is a change in any law, legislation or rules that affects the Customer's right to receive financial support from the government of the United Kingdom (or any part of it);
- and such Security Cover shall be provided within ten (10) days of such request from the Supplier except where Condition 6.1(c) or (e) applies, in which case the Security Cover shall be replaced immediately.
- 6.2 After any termination or expiry of this Agreement and following a written request by the Customer, the Supplier shall return the balance of any cash deposits provided as Security Cover after deducting any amounts the Supplier determines are due to it under this Agreement.

7 Charges and payment terms

- 7.1 The Supplier will bill the Customer for the Charges under this Agreement monthly or quarterly as determined by the Supplier according to the metering characteristics of the Customer's Premises and, unless the Supplier has agreed a different timescale with the Customer in writing, the Customer must pay each bill with cleared funds reaching the Supplier within the period specified in the Payment Terms. If the Customer has to make any other payments under this Agreement, the Supplier may bill the Customer and the Customer must pay that bill within the period specified in the Payment Terms unless stated otherwise in this Agreement.
- 7.2 The Customer will pay all bills in full (without deduction save in accordance with Condition 7.4) on the Payment Terms in GBP (£). A surcharge may be payable if the Customer makes payment other than by direct debit and the Supplier may amend the Payment Terms if, in its reasonable opinion, there is a material change in the financial standing or creditworthiness of the Customer or if the Customer fails to pay any bill on the agreed Payment Terms.
- 7.3 If the Customer is required to or chooses to pay by direct debit (whether on a fixed or variable basis), the Customer must make sure sufficient funds are available. If the Customer cancels its direct debit arrangement with the Supplier before the Agreement comes to an end this will be a material breach of the Agreement.
- 7.4 If there is a genuine dispute over any part of a bill, except where the Customer is paying by direct debit, the Customer may withhold payment of that part of the bill which is disputed. When the dispute is resolved, the Customer must pay any outstanding balance within five days together with simple interest calculated at the prevailing base rate of the Bank of England, which will accrue from the end of the period specified in the Payment Terms for which the bill was disputed. The Customer may not withhold payment of any part of the bill that is not disputed or if the bill is payable by direct debit.
- 7.5 If the Customer or the Supplier does not pay the other any sums of money under this Agreement by the due date, then either the Customer or the Supplier (as applicable) can charge the other interest on those sums from the date they became overdue for payment. Interest will accrue from day to day and will be compounded monthly at 6% above the current base rate of the Bank of England, until either the Customer or the Supplier (as applicable) pays to the other the sums overdue. The Supplier will not pay the Customer interest on any cash the Customer provides as Security Cover or on any sums incorrectly transferred or amounts returned following the resolution of a dispute.
- 7.6 The Customer will pay for all Energy the Supplier supplies and the Customer consumes at the Sites during the term of the Agreement even if such consumption is not recorded by the Meters or is discovered after the termination of this Agreement. The Supplier may from time to time send the Customer estimated bills for Charges due under this Agreement, and the Supplier may base the estimates on:
- historical Meter readings or the Supplier's estimates of the Customer's average daily consumption derived from EAC or Profile Class (electricity) or AQ and SOQ (gas); or
 - information the Supplier has about the Meter or Meter readings provided by third parties such as a Metering Agent; or
 - Meter readings provided by the Customer.
- The Supplier will try to make any appropriate adjustments as soon as reasonably practicable after the correct Energy consumption is determined and the Customer will pay any reconciliation including any interest charges that have been imposed by a third party. This Condition will survive and continue after expiry or termination of this Agreement.
- 7.7 Any sums of money the Customer owes to the Supplier or to the Supplier's Affiliates in respect of a supply of Energy that are incurred before the date of this Agreement will be treated as owing to the Supplier under this Agreement.
- 7.8 In respect of electricity only, the Supplier may (if the Supplier chooses to) supply electricity from Renewable Sources or Good Quality CHP that is exempt from the Climate Change Levy because it was generated before the exemption ended. If the Supplier does this it will not charge the Customer the Climate Change Levy on the relevant part of the Customer's Supply, but, except where agreed otherwise the Supplier may apply a charge equal to the value of the Climate Change Levy instead and Conditions 7.9 and 7.10 will apply. Electricity from Renewable Sources or Good Quality CHP which was generated after the relevant exemptions ended will not be exempt from the Climate Change Levy which will be payable in full (and Conditions 7.9 and 7.10 will not apply).
- 7.9 In respect of electricity only, if the Supplier purchases electricity from an exempt Good Quality CHP source (as described in Condition 7.8), then for the purposes of the Finance Act 2000 Schedule 6 paragraph 20A(3) the Supplier shall be deemed to have made the following declaration:
- "In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt Good Quality CHP supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference between (a) the total amount of Good Quality CHP electricity that during that averaging period is either acquired or generated by the supplier; and (b) so much of that total amount as is allocated by the supplier otherwise than to exempt Good Quality CHP supplies made by him in that averaging period."
- 7.10 In respect of electricity only, the Supplier purchases electricity from exempt Renewable Sources (as described in Condition 7.8), then for the purposes of the Finance Act 2000 Schedule 6 paragraph 19(2) the Supplier shall be deemed to have made the following declaration:
- "In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt renewable supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference

between (a) the total amount of Renewable Source electricity that during that averaging period is either acquired or generated by the supplier, and (b) so much of that total amount as is allocated by the supplier otherwise than to exempt renewable supplies made by him in that averaging period.”

- 7.11 Unless expressly stated otherwise in a written agreement signed by both Parties, prices quoted to the Customer are exclusive of Value Added Tax, the Climate Change Levy and any other tax, charge, levy impost or duty applicable. The Customer will pay the Supplier and keep the Supplier fully and effectually indemnified against any present or future tax, levy, Renewable Costs, duty, cost or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on the profits and gains of the Supplier) which may be charged, levied or imposed on the Supplier or on the provision of the supply of goods or services (including the Supply) by the Supplier to the Customer under this Agreement. The Supplier may require the Customer to pay additional sums in respect of this Condition 7.11 at any time.

7.12 Change of law etc.

The Supplier may change or add to the Charges and/or introduce a new Charge at any time if:

- (a) there is any change to any existing charge, cost, expense and/or obligation to the Supplier in respect of or associated with the Supply or reasonably attributable to the Customer (including for the avoidance of doubt a change in the methodology used to calculate any such amount) howsoever arising; or
- (b) there is any change to the amount payable in respect of any Renewable Costs howsoever arising or any replacement obligation, charge or levy which may replace them; or
- (c) any new charge, cost, expense and/or obligation, whether temporary or permanent, is introduced to the Supplier in respect of or associated with the Supply or as a result of the Supplier holding a Licence howsoever arising,

whether or not such charge, cost, expense and/or obligation (or change) was foreseeable at the date of this Agreement, to the extent that such charge, cost, expense and/or obligation (or increase or additional charges, costs or expenses) is / are required to be paid by or incurred by suppliers (or a class of suppliers that includes the Supplier) on an industry wide basis in respect of the supply of Energy in similar circumstances. The Supplier may require the Customer to pay additional sums in respect of this Condition 7.12 at any time.

- 7.13 The Customer shall pay the Supplier the Additional Supplier Charges which shall be charged as Pass Through Charges.

7.14 The Supplier may change or add to the Charges at any time if:

- (a) there is a manifest error in the Charges the Supplier has quoted to the Customer; or the Supplier is given any inaccurate information (whether by the Customer or a third party) about the Charges, Meter, EAC or AQ, or SOQ or Profile Class; or where there is a change to the Customer's Meter (including to the way the Supplier is required to read or settle Data), EAC or AQ, or SOQ or Profile Class; or
- (b) Condition 11.19.1(g) applies; or
- (c) if any Connection Point is located on a Private Network; or
- (d) in respect of gas only, the Customer consumes Energy (gas) in excess of the AQ or SOQ, or if the Customer consumes less Energy (gas) than the AQ and in each case, the Supplier incurs costs as a result.

- 7.15 Conditions 7.11 to 7.14 inclusive shall survive and continue after any expiry or termination of this Agreement.

- 7.16 If the Supplier receives a payment from a Distributor or other third party relating to a loss suffered by the Customer, the Supplier will pay the Customer the amount as soon as reasonably practicable.

- 7.17 The Supplier may at any time set-off any sums the Customer owes now or in the future to the Supplier

under this Agreement against any monies the Supplier owes to the Customer under this Agreement or any other agreement between the Parties, but all payments by the Customer to the Supplier shall be made free of any restriction and without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise. Any exercise by the Supplier of its rights under this Condition will not limit any other rights and remedies available to it.

8 Ending the Agreement

- 8.1 Other than as described in Conditions 4, 8 or 15, the Customer may not end this Agreement (or where multiple Sites are supplied, end this Agreement in respect of any individual Site) before the Expiry Date except if the Customer intends to cease trading at the Site and the Customer has informed the Supplier in writing that the Customer requires it to be Disconnected (and the Customer will pay the Supplier a Disconnection fee as applicable as determined by the Supplier). In such circumstances the Agreement will end on the date of Disconnection immediately following the Disconnection.

In either case the Customer must have given the Supplier thirty (30) days' written notice and if the Customer does not so inform the Supplier the Customer will remain liable for all Charges until the Expiry Date.

- 8.2 This Agreement will automatically come to an end if:
- (a) the Supplier no longer holds or has the benefit of a Licence; or
 - (b) a last resort supply direction is given to another supplier in respect of the Sites supplied under this Agreement; or
 - (c) the Supplier ceases to be a party to any Industry Agreement necessary to allow the Supplier to supply Energy to the Customer or any of the Sites.

- 8.3 The Customer or the Supplier may, to the extent permitted by the Insolvency Act 1986, end this Agreement by giving written notice to the other and this notice will come into effect immediately if the other:

- (a) is in material breach of this Agreement (including any breach of Condition 2.1) and, if the breach can be remedied, the other has failed to remedy the breach within fourteen (14) days of being asked to do so; or
- (b) fails to pay any amount properly owed by it in full by the due date and payment is not then made within seven days of receiving written notice specifying the non-payment; or
- (c) ceases to carry on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (excluding s123(1)(a) of the same); or
- (d) makes or proposes any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement); or
- (e) has a supervisor, receiver, administrator, administrative receiver or any other encumbrancer take possession of or is appointed over the whole or any part of its assets, or any distress, execution or other process is levied or enforced upon the whole or any part of its assets; or
- (f) has any bankruptcy order made against it or action commencing an administration order or the winding-up or dissolution of it (other than for the purpose of reorganisation which has been approved by the other party).

The Supplier may end this Agreement by giving written notice to the Customer and this notice will come into effect immediately if:

- (g) the Customer fails to comply with Condition 6;
- (h) the Customer is, in the reasonable opinion of the Supplier, unlikely to be able to meet its financial or other obligations under this Agreement whether due to a material change in its creditworthiness or financial standing or otherwise;
- (i) the Customer's credit rating or scoring given at the date of this Agreement is either withdrawn or falls;
- (j) the Control of the Customer is acquired by any person or group of Connected Persons who did not Control the Customer at the date of

this Agreement and following that change of Control, the creditworthiness of the Customer or the credit rating or scoring is lower than it was immediately prior to that change of Control;

- (k) in the reasonable and good faith opinion of the Supplier, the ability of the Customer or its Security Cover Provider to perform its obligations under this Agreement or any Security Cover is materially impaired or the Security Cover is withdrawn or ceases to remain in full force and effect or its validity is disaffirmed or challenged;
 - (l) there is a consolidation, amalgamation or merger with or transfer of all (or substantially all) of the assets to another entity, and following such restructure, either the creditworthiness of the Customer is materially weaker than before the restructure or the resulting, surviving or transferee entity does not assume all the obligations of the Customer under this Agreement;
 - (m) in the reasonable opinion of the Supplier, there is change in any law, legislation or rules that affects the Customer's right to receive financial support from the government of the United Kingdom (or any part of it);
 - (n) a Credit Insurance Event has occurred;
 - (o) the Customer has committed Energy theft.
- 8.4 After termination of this Agreement, the Customer will be a Default Customer (and, for the avoidance of doubt, will not be a Deemed Customer) and will pay the Supplier within 5 Business Days for:

- (a) Energy the Customer used before termination based on the Charges; and
- (b) Energy the Customer uses after termination based on the Supplier's out of contract default prices.

All other Conditions of this Agreement will apply until the Site is Registered to another supplier or the Customer (or a third party where there has been a change of occupancy or ownership of the Site) enters into another contract with the Supplier for Supply to the Site. The Supplier will continue to be entitled to recover sums that the Customer owes the Supplier for

Energy used or losses or costs the Supplier incurred while this Agreement applied and the termination or expiry of this Agreement will not affect any rights or obligations which may have accrued prior to the termination or expiry of this Agreement. Where there is a change of occupancy or ownership of the Site the Customer shall use reasonable endeavours to provide the Supplier with details of the new owner and/or occupier of the Site to the extent it is legally able to.

8.5 The Supplier may charge the Customer a Termination Fee if this Agreement comes to an end early (including if it ends before the Supplier starts supplying the Energy). The Termination Fee shall be calculated by the Supplier as:

- (a) the total of any fees, costs, expenses, losses incurred by the Supplier in relation to the Energy to be supplied including under any Industry Agreement or with any Metering Agent or Data Aggregator, the costs relating to any Disconnection, and any other losses and costs the Supplier incurs, (unless this Agreement has terminated due to the fault of the Supplier); plus
- (b) losses incurred by the Supplier in selling back into the UK wholesale market any Energy purchased by the Supplier to meet its obligations under this agreement, as reasonably determined by the Supplier in accordance with the following:

(UK wholesale market prices for the equivalent Energy at the date of this Agreement – UK wholesale market prices for the equivalent Energy at the date of termination) x volume of Energy that will no longer be supplied under this Agreement.

8.6 Without prejudice to the rights to charge a Termination Fee, the Supplier will not charge the Customer for any costs of transferring the supply to another supplier.

9 Disconnecting a Site

- 9.1 The Supplier may De-energise the Connection Point:
- (a) if the Customer asks the Supplier to in writing, as long as the Customer pays the relevant fee (if any) and any other Charges outstanding on the account; or

- (b) if required for reasons of safety or security of the Distribution Networks or to comply with the requirements of any law, regulation or Industry Agreement; or
- (c) if the Customer is in material breach of any of the Customer's obligations under this Agreement; or
- (d) if the Customer is in breach of Condition 2.1; or
- (e) following termination of the Agreement by the Supplier under Conditions 8.1 or 8.3; or
- (f) if the Supplier considers it necessary for any safety reasons; or
- (g) in the event and for the duration of a Force Majeure; and the Supplier will have the right of safe and unobstructed access to do so.
- 9.2 The Supplier does not have to Re-energise the Connection Point until the Customer has:
- (a) asked the Supplier in writing to do so; and
- (b) paid the Supplier's costs and Charges for De-energisation; and
- (c) paid the Supplier's costs in relation to the Re-energisation; and
- (d) given the Supplier any information the Supplier reasonably asks for about any change in the owner or occupier of the Site, for example a copy of the Customer's tenancy agreement; and
- (e) remedied any breach to the Supplier's reasonable satisfaction; and
- (f) provided any Security Cover the Supplier may ask the Customer for.
- The Supplier must also be reasonably satisfied that the circumstances relating to any change in the ownership or occupation of the Site do not involve an attempt to avoid payment of Charges.
- 9.3 Only the Distributor or the Transporter or shipper of gas may Disconnect or Reconnect the Connection Point (by physically disconnecting it) and may do so if:
- (a) the Customer requests it directly; or
- (b) if it has the right to or is required to do so under an Industry Agreement or by law; or
- (c) if the Supplier requests it to do so.
- There may be charges or fees associated with any Disconnection or Reconnection, which the Customer must pay to the Distributor or the Transporter.
- 9.4 The Supplier will not be liable to the Customer for any loss the Customer may suffer as a result of any delay in Re-connecting or Re-energising the Customer's Supply.
- 9.5 In respect of gas only, for the duration of a pipeline system emergency (as defined in the Supplier's gas Licence), or if the Supplier is required to do so by law or to ensure the safety of persons or property, or if there is an actual or suspected escape of gas, the Supplier may stop, isolate or restrict the Supply to the Connection Point and the Customer will use the Customer's best efforts to refrain from using gas immediately on the Supplier's instructions or the instructions of an authorised third party, including the relevant Distributor of gas to the Connection Point.
- 9.6 The Supplier shall have the right to recover any costs or charges incurred by it relating to a Meter for as long as the Supplier is Registered as the supplier to the Site associated with such Meter. Such right shall continue to apply where the Meter is De-energised or Disconnected until such time as the Supplier is no longer Registered as the supplier to the Site.
- 10 Liability**
- 10.1 If the Supplier fails to carry out the Supplier's obligations under this Agreement the Supplier will only be liable to the Customer if the Supplier's failure directly results in physical damage to the Customer's Site, and the maximum amount of compensation that the Supplier will have to pay for such damage is £100,000 for each event (or series of connected events) in any 12 month period.
- 10.2 Except in the case of Conditions 8.5 and 10.4, or where the Customer is obliged to reimburse the Supplier under this Agreement or where the Supplier is obliged to reimburse the Customer under Condition 3.5, neither the Customer nor the Supplier has to compensate the other for:
- (a) any loss of profits, damage to reputation or goodwill or loss of expected future business; or
- (b) any compensation the Customer or the Supplier has to pay to any third party; or
- (c) any other loss which the Customer or the Supplier would not reasonably expect to result from a particular type of breach (such as losses resulting from corruption of or damage to any electronically stored data or computer software).
- 10.3 If the Customer's or the Supplier's negligence causes death or personal injury then the Customer or the Supplier (as applicable) will reimburse the other for all costs and losses suffered by them as a result of this negligence.
- 10.4 The Customer will reimburse the Supplier for all costs and losses suffered by the Supplier as a result of any failure by the Customer, the Customer's employees, representatives or agents to comply with the terms of this Agreement or any law, regulation or agreement (including any Industry Agreement) about the Connection or the use of the Supply (including any provisions relating to the onward supply of Energy to others) or failure to use the Supplier's or the Customer's Equipment in accordance with all relevant laws and regulations.
- 10.5 The rights and remedies set out in this Agreement are the only ones available to the Customer and the Supplier, and the Customer and the Supplier agree that the Customer and the Supplier has no other rights and remedies at law.
- 10.6 If either Party is unable to perform its obligations by reason of Force Majeure this Agreement shall remain in effect but (save as otherwise provided) both Parties' affected obligations shall be suspended without liability for the period of the Force Majeure provided that such suspension is of no greater scope or duration than is reasonably avoidable, that the non-performing Party uses all reasonable efforts to remedy its inability to perform and that no obligations accruing before the Force Majeure are excused.

- 10.7 The Supplier will not be liable to the Customer for any losses resulting from the act or omission of a Metering Agent or a Distributor (including for gas, any Transporter or shipper of gas) or (for electricity only) the Data Aggregator under these Conditions but the Parties acknowledge that the Supplier may be liable if it is the Metering Agent and it is expressly stated in the Customer's agreement with the Metering Agent.
- 10.8 Nothing in this Condition 10 will restrict either Party from enforcing an obligation owed to it under this Agreement. Each provision in this Condition 10 will survive termination of this Agreement.
- 10.9 The Supplier shall not be held liable for any costs or losses suffered by the Customer as a result of the Supplier using information provided to it by the Customer or any third party or any other industry participants which, at the time it was used by the Supplier, the Supplier reasonably believed to be accurate notwithstanding that such information may, following such use, be found to have contained errors or inaccuracies.
- 11 Measuring the Energy the Customer uses**
- 11.1 The Supplier will measure the amount of Energy the Customer consumes using the Meter and standard industry methods. For gas, the Supplier will apply Calorific Values and a correction factor for temperature and pressure in accordance with the Gas Act 1986 and the Gas Act 1995 (as amended) to convert the amount of Energy used into KWh. The Supplier will use the Meter reading as evidence of the Customer's consumption but where the Meter is found to be recording inaccurately or where the Supplier has not received data from the Meter for any reason the Supplier shall assess or estimate the consumption using all reasonable methods to do so. For electricity only, in accordance with Paragraph 2 of Schedule 7 to the Electricity Act the Meter must be certified unless agreed (in writing) otherwise with the Supplier.
- 11.2 If (at any time) it is discovered that the Customer has consumed less or more Energy under a previous supply arrangement than was previously determined, the Customer will reimburse the Supplier for any sums that the Supplier is required to pay to the previous supplier in respect of any under-recovery of any costs and charges and, except if it results from an act or omission of the Customer, the Supplier shall reimburse the Customer with any sums it receives from the previous supplier in respect of any over-recovery of any costs and charges. If the supplier under the previous arrangement was the Supplier then the Customer shall reimburse the Supplier for any under-recovery of charges under that arrangement (except where it was due to a default of the Supplier) and the Supplier shall reimburse the Customer for any over-recovery of charges under that arrangement (except where it was due to an act or omission of the Customer).
- 11.3 The Customer's Equipment is the Customer's responsibility. The Customer will maintain it (or will make sure that it is maintained) in good working order at all times, suitable and fit for purpose, complying with all relevant codes of practice and regulations and will ensure that it is adequate to take the Supply. The Customer will be responsible for any physical damage or damage to the Customer's Equipment and the Supplier's Equipment due to overloading (unless the damage is caused directly by the Supplier). If any part of the Supplier's Equipment at the Sites is lost or damaged, the Customer shall pay to the Supplier in full the amount of any loss, damage and expense sustained by the Supplier as a result, except for any caused by normal wear and tear or by the act or omission of the Supplier.
- 11.4 If the Customer fails to maintain the Meter in good order, the Supplier may Disconnect the relevant Connection Point until the Customer has replaced the Meter, or restored it to good order at the Customer's cost. For electricity only, this provision only applies to the Customer's own Meter (and for the avoidance of doubt, for gas this provision applies to any Meter at its Site, whether owned by the Customer or not).
- 11.5 Appointment of a Metering Agent
- (a) The Supplier may nominate the HH Metering Agent and the Customer will enter into an agreement with it, except where the Customer wishes to nominate a third party to act as the HH Metering Agent (which in relation to Advanced Meters is limited to electricity only), in which case the Customer must do so when the Customer enters into this Agreement (and no later than one month before the Effective Date) with the Supplier by giving the Supplier details of the Customer-nominated HH Metering Agent in writing. The Customer may not (except with the Supplier's written consent) nominate more than one third party to act as the Customer's HH Metering Agent at any time.
- (b) If the Customer does not enter into any agreement with a HH Metering Agent (or has not already done so), it shall be deemed to have entered into an agreement with a HH Metering Agent nominated by the Supplier from the Effective Date until the Expiry Date and the Online Metering Terms will apply to that agreement, and the Customer shall pay all Charges under it.
- (c) The Supplier may nominate the NHH Metering Agent which shall be appointed by the Supplier under these Conditions except where the Customer wishes to nominate a third party to act as the NHH Metering Agent, in which case the Customer must do so when the Customer enters into this Agreement (and no later than one month before the Effective Date) with the Supplier by giving the Supplier details of the Customer-nominated NHH Metering Agent in writing. The Customer may not (except with the Supplier's written consent) nominate more than one third party to act as the Customer's NHH Metering Agent at any time. Where the Supplier does not receive notice from the Customer of the Customer-nominated NHH Metering Agent in accordance with this limb (c) the Customer shall be deemed to agree to the

- appointment, under these Conditions, of the NHH Metering Agent nominated by the Supplier.
- (d) The Data Aggregator (in respect of electricity only) shall always be that nominated by the Supplier.
- 11.6 If the Supplier agrees to appoint the Customer's nominated third party as Metering Agent on the Customer's behalf it is conditional on:
- (a) that Metering Agent being accredited under the BSC or Network Code (as applicable) to act in such capacity; and
- (b) that Metering Agent confirming to the Supplier in writing before the Effective Date that they agree to the Supplier's terms of appointment; and
- (c) the Customer and that Metering Agent having in place and maintaining a contract setting out the Customer's and the Customer's Metering Agent's respective obligations; and
- (d) the Customer being responsible for paying all that Metering Agent's costs and charges.
- 11.7 The Customer is fully responsible for the Customer's Metering Agent's actions and the Customer will reimburse the Supplier if the Customer's Metering Agent's actions (or inactions) cause the Customer to be in breach of any of these Conditions or otherwise result in the Supplier incurring any costs or losses.
- 11.8 If there is a delay to the Effective Date caused by the nomination of the Customer's Metering Agent as described in Condition 11.5 and the Supplier incurs any additional costs or losses, the Customer will reimburse the Supplier (on demand) for those additional costs or losses.
- 11.9 Other than where the Supplier is the Metering Agent, the Customer will make sure that any Metering Agent will:
- (a) promptly give the Supplier all information the Supplier reasonably asks for to maintain the Connection, provide the Supply and so that the Supplier can calculate the Charges; and
- (b) give the Supplier any Meter information the Supplier asks for, in the format, by the method
- and to the timescales the Supplier specifies; and
- (c) make a physical inspection of each Meter (no less often than is required by any relevant Industry Agreement or as required by law) and give the Supplier a prompt written report of that inspection; and
- (d) maintain the Meter (and install if necessary) to the standards prescribed by any law, regulation, Competent Authority or Industry Agreement including ensuring all requests to attend site made by the Supplier are undertaken within 5 days of the Metering Agent being notified of the site visit requirement and all work being undertaken to successfully address those issues for which the site visit requirement was generated; and
- (e) comply with all laws, regulations and Industry Agreements; and
- (f) in the case of NHH Metering, ensure meter readings are taken as per the requested read cycle and within the applicable read window and the Supplier receives at least one actual read each rolling 12 month period for at least 99% of the sites to which the Metering Agent is appointed;
- (g) in the case of HH Metering, ensure HH metering data is collected daily and is received by the Supplier before 1700hrs each day on the day of collection and that the Supplier receives HH read data for at least 99% of the sites to which the Metering Agent is appointed every day.
- (h) in the case of HH Metering, ensure 100% of sites are visited annually or bi-annually as appropriate in accordance with the requirements of the BSC.
- The Customer will reimburse the Supplier for any costs or losses the Supplier incurs due to any failure by the Customer or the Customer's Metering Agent to comply with Condition 11.9 and the Supplier (or any other licence holder) will have the right of safe and unobstructed access to the Sites to obtain the information required under this Condition 11.9.
- 11.10 The Customer may not change the Metering Agent without the Supplier's written consent.
- 11.11 The Customer will immediately notify the Supplier if the Customer or the Customer's Metering Agent fails to comply with any of the provisions of the contract between the Customer and the Customer's Metering Agent and when such contract ends. If the Customer does not maintain a contract of appointment with the Customer's Metering Agent or if either the Customer or the Customer's Metering Agent has failed to comply with Condition 11.9, the Supplier may de-appoint the Customer's Metering Agent and appoint another Metering Agent (who the Supplier selects) at the Customer's cost and for the avoidance of doubt, Condition 11.5(b) shall apply to that appointment where the Metering Agent is a HH Metering Agent and Condition 11.5(c) shall apply to that appointment where the Metering Agent is a NHH Metering Agent.
- 11.12 The Customer (and the Customer's Metering Agent where applicable) will at all times use the Energy in a safe manner and will not interfere with the Meter, Connection Point or supplies upstream of any Connection Point and will not cause (or allow to be caused) a danger to any person. The Customer will promptly tell the Supplier of any damage, theft of or loss to any Meter.
- 11.13 The Customer will pay the reasonable costs of performing any reprogramming or modification to or replacement of any Meter or any ancillary equipment (and the Supplier may amend the Metering Charges as a result) which the Supplier agrees to undertake in response to any request by or on behalf of the Customer or which the Supplier is obliged by law or Industry Agreement to undertake.
- 11.14 If the Customer's Energy usage at any Site exceeds the industry requirements for the Customer's Profile Class or the registered capacity of the Customer's supply point, the Customer will pay for any necessary Service Upgrade to the Meter and/ or the Connection to the Distribution Network.

- 11.15 In respect of electricity only, if the Meters at the Site(s) are not Meters that measure consumption on a half hourly basis (“Half Hourly Meters”) and if (at any time) a Site takes a supply of electricity of 100kW or more (or any different limits as may be set out at any time by Industry Agreement or law), the Customer shall enter into an arrangement with a Metering Agent for the installation and maintenance of Half Hourly Meters and the necessary communications links within 28 days of notification by the Supplier that this is necessary. The Customer shall be responsible for all costs relating to this and if the Customer fails to comply with this Condition then it shall reimburse the Supplier for any fines or penalties imposed on the Supplier under any Industry Agreement.
- 11.16 If the data for any Site fails to be registered or settled pursuant to the relevant Industry Agreements for any reason (including due to an act or omission of a Metering Agent or a failure of any data transfer systems) a “Data Failure” then during the period of the Data Failure, the Customer’s consumption will be estimated by the Supplier on the basis of historical consumption and any other relevant information. The amounts paid in respect of the Charges during the period of the Data Failure will be adjusted as appropriate when the actual data is received. The Customer will reimburse the Supplier for any losses and costs it incurs if the Data Failure is due to an act or omission of the Customer. The Supplier will not be liable for any Data Failure. Terms used in this Condition 11.16 and not otherwise defined have the meaning given to them in the Industry Agreements.
- 11.17 The Supplier may install an Advanced Meter at any Site prior to 1 April 2016 but after this date may only install a Smart Meter or other type approved in accordance with the Licence.
- 11.18 In respect of gas only, the Customer will ensure that each and every Primary Supply Meter Point is used solely by the Customer.
- 11.19 Automated Meters
- 11.19.1 The following conditions apply where any of the Sites are metered using Automated Meters.
- (a) If the Customer agrees to have an Automated Meter installed, (or if the Supplier is required to install an Advanced Meter), the Supplier or a Metering Agent will contact the Customer to arrange a convenient appointment to carry out the work. If the Customer does not give access to the Site for any agreed appointments to install the Automated Metering, the Supplier may charge the Customer for the costs of that visit unless the Customer had given at least two Business Days’ notice to cancel that appointment.
- (b) Not used
- (c) The Supplier (or a Metering Agent) will own the Automated Meter and any display unit that it has provided. If the Customer leaves the Site, it must leave any display unit provided by the Supplier.
- (d) If the Customer has had an Automated Meter installed by a previous supplier, the Supplier will try to support all of its functions but if it is unable to do so the Supplier will (at the Customer’s expense) take the reasonable steps required to be able to support it, including exchanging the Meter, and where the meter is a Smart Meter or Remote Access Meter until that happens, the Supplier may treat it as a traditional credit meter.
- (e) Once a Smart Meter or Remote Access Meter is installed and the Supplier can use its smart functions, the Supplier will inform the Customer that it is able to do so. From that point the Supplier will take meter readings, diagnose any technical problems, update the Meter and monitor the Energy used by the Customer (as far as is reasonably possible and to the extent permitted by the Customer-) without visiting the Site. The Supplier will use those readings to calculate the Energy used. The Supplier is also able to disconnect the Supply without accessing the Site (but the Supplier will do so only in accordance with Condition 9, any applicable Industry Agreements and guidelines, and after following the Supplier’s standard procedures).
- (f) If a Site has an Automated Meter that is supported by the Supplier, the Supplier will measure the amount of Energy used based on the meter readings taken from the Meter. The Supplier may still estimate the amount of Energy used if the Meter has failed or if the communications link to the Automated Meter have failed, and the Supplier (or a Metering Agent) may still need to visit the Site. The Supplier or its Metering Agents will still need to visit the Site from time to time to inspect the Meter in accordance with Condition 12.
- (g) Where the Customer has an Automated Meter, some of the Charges may be conditional on the Customer’s Meter being re-configured or a Smart Meter installation being completed by a specified date. Where the Supplier is unable to complete the re-configuration or Smart Meter installation by such date, the Customer acknowledges that the Supplier may need to vary the Charges accordingly.
- 11.20 Where any Supply is supplied to Domestic Premises or “micro business premises” (each within the meaning of the Licence) in Profile Classes 01-04 and such premises has a Smart Meter or a Remote Access Meter, the Supplier shall only settle those premises on a NHH basis to remain compliant with the terms of its Licence and data protection legislation. If the Customer does not notify the Supplier that it has such premises the Customer will indemnify the Supplier for any fines, costs, losses or penalties it suffers as a result of not having complied with the relevant Licence obligations or applicable data protection legislation.

12 Access

- 12.1 The Customer will make sure, at the Customer’s own expense, that the Supplier and the Metering Agents have access to read, install, test, inspect, repair, replace, remove or to verify the accuracy of any Meter or check the Meter during normal business hours, on reasonable notice or to perform its obligations under any Industry Agreement at any

- time and on such notice as is reasonable in all the circumstances. If the Customer does not provide access as reasonably requested by the Supplier, it will be a material breach of the Agreement.
- 12.2 The Customer authorises the Supplier, the Metering Agents, or any other third party acting on the Supplier's behalf and the Distributor(s) (including for gas, any Transporter or shipper of gas involved in the Distribution Network) to enter each Site on two Business Days' written notice at all reasonable times for the purpose of Disconnecting the Supply.
- 12.3 The Customer will make sure that neither the Customer nor the Customer's partners, employees, representatives or agents do anything which might prevent or impede access to a Site by the Supplier, the Metering Agents, or any other third party acting on the Supplier's behalf or the Distributor(s) (including for gas, any Transporter or shipper of gas involved in the Distribution Network).
- 12.4 The Customer will provide free of charge at each Site supplies of power, water, drainage or protection equipment that the Supplier, the Metering Agents, any other third party acting on the Supplier's behalf or the Distributors (including for gas, any Transporter or shipper of gas involved in the Distribution Network) may reasonably require.
- 12.5 If the Customer would like a Meter examined to confirm the amount of Energy supplied is being accurately recorded by the Meter the Customer can ask the Supplier to arrange this for the Customer subject to the Customer paying any applicable fee in advance. The Meter examination fee will only be refunded to the Customer if the Meter is found to be recording inaccurately and beyond the permitted tolerances. If the Meter is found to be recording inaccurately to a level above that permitted by the regulations, the Supplier will replace the Meter and adjust the Customer's future bills to reconcile the Charges due from the Customer or to the Supplier (as applicable).

13 Physical Supply

- 13.1 The Customer acknowledges that the physical supply of Energy is provided by the Distributor and not the Supplier. The Supplier has no obligation to provide the Supply if the Supply is shut down, interrupted, reduced or impaired as a result of the Disconnection of the Supply or as a result of demand control or load management by the Distributor (including for gas, any Transporter or shipper of gas) or a transmission licence holder or as a result of Force Majeure.
- 13.2 In respect of electricity only, the Energy supplied may be subject to variations (as a result of variation to the Distribution Network or a Transmission System) that are permitted by the Electricity Supply Regulations 1988. The Customer accepts that the Supplier cannot guarantee an unimpaired Supply. If the Customer requires such a Supply the Customer must provide for emergency or standby Supply facilities.
- 13.3 For gas Supplies, the Customer will immediately report any gas leak to the designated emergency contact, whose number is 0800 111 999 (or such other number as may be notified to the Customer).
- 13.4 Emergency electricity or gas services (as applicable) will be provided by or on the Supplier's behalf. The Customer will reimburse the Supplier if the Supplier asks the Customer for any call-out charges the Supplier has to pay to a Distributor or the Metering Agents, including those relating to stopping a gas leak or other emergency services on the Customer's Equipment.
- 13.5 If the Customer's gas consumption increases so that the Customer becomes a Large Gas Supply Customer the Customer must comply with the additional requirements as set out in Conditions 2.1.(r) and 2.1.(s).

14 Unmetered Supplies

- 14.1 Condition 14 applies only where the Supplier provides the Supply of the Customer's electricity via an UMS Connection Point without a Meter.
- 14.2 In addition to Condition 2.1, the Supplier's obligation to Supply the Customer is conditional on the Customer (or the Customer's Meter Administrator) preparing, maintaining and sending to the Supplier

an Inventory, an Unmetered Supply Certificate, an EAC and an MPAN for each UMS Connection Point. Conditions 2.1(e) and 2.1(o) shall not apply to Customer Sites with a UMS Connection Points.

- 14.3 The Customer will give the Supplier as much notice as possible of any change in the Customer's EAC, use of the Supply or if the Customer carries out a Service Upgrade. The Customer does not need to tell the Supplier about seasonal variations but the Customer will, for example, tell the Supplier about situations such as outages (whether planned or unplanned) at the Customer's Site. Condition 5.7 will apply to Customer Sites with a UMS Connection Point but Condition 5.8 will not.
- 14.4 The Customer will reimburse the Supplier for any costs or losses the Supplier incurs if the Supplier's reasonable estimate of the Customer's actual volume consumed is materially different from any EAC provided by the Customer, the Customer's representative or agent or the Customer's Meter Administrator.
- 14.5 In addition to the Inventory, the Customer will give the Supplier the following information to allow the Supplier to determine the energy usage at each UMS Connection Point either directly or via its Meter Administrator:
- (a) The number on the item or the adjacent address, the road name and parish;
 - (b) A description of the item, e.g. street light, variable message sign;
 - (c) The type and wattage of each item, e.g. 35 watt Sox lamp;
 - (d) The type of control gear installed, e.g. low loss;
 - (e) The type of switching control, e.g. timeswitch;
 - (f) The operating hours of each item;
 - (g) The switching regime codes as identified in the BSC;
 - (h) The relevant charge code under the BSC; and
 - (i) The presence of any central management systems or static dimming.

- The Customer will notify the Supplier as soon as possible (and within one month) of any amendments to the Inventory (including but not limited to the adoption of street lighting) together with any changes to the information specified above and the Supplier may amend the Charges to cover the costs incurred by it if the Customer fails to comply with this Condition 14.5.
- 14.6 The Customer (or the Customer's Meter Administrator) will notify the Supplier promptly and in all cases within one month of any changes taking effect to the Inventory, the Customer's EAC, the MPAN or any of the information described in Condition 14.5.
- 14.7 The Customer will reimburse the Supplier for any costs or losses the Supplier incurs if the Customer does not comply with Conditions 14.2, 14.5 or 14.6.
- 14.8 In Condition 11, the term Metering Agent includes Meter Administrator and Data Aggregator as appropriate.
- 14.9 If the Meter Administrator is not performing its duties to the Supplier's reasonable satisfaction and this failure is not rectified within three (3) months from the Customer receiving written notice of this from the Supplier it will be a material breach of this Agreement.
- 14.10 In addition to the Customer's obligation to notify the Supplier under Condition 8.3, before the Customer ceases to occupy or own a Site, the Customer must inform the Customer's Meter Administrator and the Customer's electricity Distributor in writing of the date that the Customer will cease to own or occupy the Site.
- 14.11 Where the supply is to be provided on a half hourly metered basis the Customer agrees that the supply of UMS Connection Points under this Agreement cannot start until the Effective Date and registration of the Customer is dependent upon the Customer having the appropriate Equivalent Meter installed and in full operation. The supply of UMS Connection Points will be calculated by the Equivalent Meter which uses hardware and software for the provision of data for such supplies as covered in the BSC. The Customer will allow the Supplier to fit an Equivalent

Meter System, if the Supplier so requires.

- 14.12 If electricity is supplied and not registered in whole or in part by a PECU Array then the data from the adjacent PECU Array may be substituted at the discretion of the Supplier.

15 Deemed customers

- 15.1 Condition 15 applies only to Deemed Customers. For the avoidance of doubt, a Default Customer is not a Deemed Customer.
- 15.2 Conditions 2, 3, 4 and 8.5 do not apply to Deemed Customers.
- 15.3 The Customer can terminate this Agreement at any time. It would help the Supplier if the Customer provided it with at least 28 days notice but there is no obligation on the Customer to do so.
- 15.4 The other Conditions of this Agreement shall continue to apply (as long as they do not conflict with this Condition 15) until such time as the Customer either takes supply from the Supplier under a formal contract or transfers to another supplier further to entering into a contract with such supplier.
- 15.5 The Supplier will calculate and apply charges from either the date of the last Meter reading as supplied by the Meter Operator, or as reasonably estimated by the Supplier (unless otherwise agreed between the Customer and the Supplier).
- 15.6 Charges for Deemed Customers are subject to change and will be notified to the Customer from time to time.
- 15.7 Deemed Customers will be deemed to have entered into an agreement (as applicable)
- with the HH Metering Agent nominated by the Supplier on the Online Metering Terms and will pay all Charges set out in them; and/or
 - with the NHH Metering Agent nominated by the Supplier under these Conditions until such time as the Customer either takes supply from the Supplier under a formal contract or transfers to another supplier further to entering into a contract with such supplier.

16 Data protection

- 16.1 The npower Business Solutions Privacy Notice sets out the way in which the Supplier uses personal data (as defined in the EU General Data Protection Regulations 2016 ("GDPR")) supplied to it by a Customer or which the Supplier legally receives from a third party in relation to a Customer and the Supplier's legal basis for such use. The npower Business Solutions Privacy Notice is subject to change and the current version is published at npower.com/Privacy-Policy-nBS..

17 General

- 17.1 The Supplier may change these Conditions from time to time to the extent the Supplier needs to, to take account of changes to any Industry Agreements, the Electricity Act 1989, the Gas Act 1986 (as appropriate) or any other primary legislation, secondary legislation, or any law, regulation, or applicable standard, code or licence issued by a Competent Authority. The Supplier does not have to get the Customer's consent before making any changes to these Conditions under this Condition 17.1 and such changes will come into effect on the date notified by the Supplier to the Customer. Condition 7.12 applies to changes to the Charges under this Agreement and this Condition 17.1 applies to any other changes.
- 17.2 During the term of the Agreement and for a period of five years after its termination the Customer and the Supplier shall keep confidential the commercial and financial terms of the Agreement and shall keep confidential any other information about the business of the other which is stated in writing as being of a confidential nature. This will not prevent disclosures required under Condition 16 or where required by law, Industry Agreement, the rules of any recognised stock exchange or any Competent Authority or to disclosures made to a party's advisors, consultants or an Affiliate, or to disclosures to the operator of a Private Network. This clause 17.2 shall survive and continue after any termination or expiry of this Agreement.

- 17.3 The Supplier may subcontract, assign, transfer or novate any or all of the Supplier's rights or obligations under this Agreement at any time without notice to the Customer and the Customer appoints the Supplier as its agent and attorney to the fullest extent necessary to enter into, on the Customer's behalf, any novation or agreement required in this respect. The Customer will not assign, novate or otherwise transfer any of the Customer's rights or obligations under this Agreement without the Supplier's prior written consent.
- 17.4 All notices sent by the Customer to the Supplier under this Agreement must be delivered personally or by first class post or by courier to npower Business Solutions Customer Service, npower, Birch House, Joseph Street, Oldbury, B69 2AQ and copied to the Customer's usual contact and to the following email address: legal@npower.com. All notices sent by the Supplier to the Customer will be delivered personally or by post or by courier to the Customer's billing address or to the Customer's registered office or the Customer's email address if one has been provided. Delivery of a notice shall be deemed received:
- in person or by courier, on the delivery date, or on the next Business Day if the delivery date or time was not during normal business hours;
 - by first class post, on the second Business Day after the day of posting;
 - by second class post, on the third Business Day after the day of posting;
 - by email, on the delivery date or the next Business Day if the delivery date and time was not during normal business hours.
- All other communications may also be sent by email if an email address for such communications has been provided by a Party. In relation to the Supplier the email address set out in this Condition 17.4 shall not be used for communications between the Parties other than notices.
- 17.5 A variation to the Agreement will only be valid if it is in writing and signed by both the Customer and the Supplier except as permitted under Condition 17.1.
- 17.6 A waiver of any breach will only be valid if it is in writing and any waiver is without prejudice to any other or future breach.
- 17.7 The Customer and the Supplier do not intend that any of the Conditions of this Agreement should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Agreement (Rights of Third Parties) Act 1999.
- 17.8 This Agreement will be governed by English Law and will be subject to the exclusive jurisdiction of the English courts.
- 17.9 Except for any dispute between the Parties arising under this Agreement in connection with an amount that may be due under this Agreement, which shall be settled in the English Courts pursuant to Condition 17.8, subject to any contrary provisions of any Industry Agreement or any law, any dispute between the Parties arising under or in connection with this Agreement shall be and is hereby referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time. The provisions of the Arbitration Act 1996 shall apply to any such arbitration subject to any permitted exceptions thereto agreed by the Parties. The seat for arbitration shall be England and Wales and the law of England shall be the proper law of reference to arbitration hereunder.
- 17.10 Any Condition or provision of this Agreement which is declared illegal or unenforceable in whole or in part by any English Court or under any act or rule of law, will to that extent affected be deemed not to form part of this Agreement. The validity and enforceability of the remainder of this Agreement will not be affected.
- 17.11 This Agreement constitutes the entire agreement between the Supplier and the Customer in respect of the Supply and (except for any misrepresentation or breach of warranty which constitutes fraud) supersedes any statement or representation made by the Customer and the Supplier except as contained or referred to in this Agreement.
- 17.12 Where the Customer reasonably requires any data relating to the supply of Energy (including, for the avoidance of doubt, relating to the "Carbon Reduction Commitment"), the Customer may make a written request to the Supplier setting out details of the data required and providing as much information as the Supplier reasonably requires in order to identify and obtain such data. The Supplier will provide all the data as it can reasonably obtain but the Supplier will have no liability for any losses costs or penalties suffered by the Customer arising directly or indirectly from reliance on such data. The Supplier makes no warranties as to the accuracy of the data and the Customer acknowledges that the information provided may be based on estimated data.
- 17.13 If the Customer or the Site(s) are the subject of a Green Deal Plan the Supplier's Green Deal Conditions will automatically apply to this Agreement.
- 17.14 The Supplier is a Mandatory FIT Licensee. This statement shall apply except where the Supplier notifies the Customer to the contrary.
- 17.15 The Supplier may monitor and/or record calls made to or received from the Customer for security, quality or training purposes. Call charges to the Supplier's 0800 numbers are set by the Customer's telecoms provider, calls may be free if calling from a business mobile or landline (depending on the contract the Customer has with its telecoms provider). Calls to the Supplier's 0845 numbers will cost a maximum of 5p per minute, plus the Customer's telecoms provider's access charge. Calls to 0330 numbers will cost the Customer no more than 01 and 02 numbers from landlines or mobiles and will be included in any 'inclusive minutes' in the contract the Customer has with its telecoms provider (if applicable).

18 National Terms of Connection

In the following paragraph the words, "the Customer's supplier" will be a reference to npower, and "network operator" will be a reference to the Distributor: the Customer's supplier is acting on behalf of the Customer's network operator to make an agreement with the Customer. The agreement is that the Customer and the Customer's network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions.

This will happen from the time that the Customer enters into this contract and it affects the Customer's legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Customer's network operator delivers Energy to, or accepts Energy from, the Customer's home or business. If the Customer want a copy of the NTC or has any questions about it, please write to: Energy Networks Association, 4 More London Riverside, London SE1 2AU, phone 0207 706 5100 or see the website at www.connectionterms.org.uk

19. Freedom of Information Requests

This Condition will only apply where the Customer is subject to the Freedom of Information Act 2000 (FoIA) or the Environmental Information Regulations 2004 (EIR).

- 19.1 If the Customer receives a request under FoIA or the EIR that relates to documents or information held by the Supplier on the Customer's behalf, the Customer shall inform the Supplier as soon as practicable after receipt and in any event within five Business Days of receiving such a request. The Supplier may charge and the Customer shall pay for the Supplier's time and any disbursements incurred in relation to providing information for the purposes of FoIA or EIR in accordance with the rate that the Customer obtains from the Supplier from time to time.
- 19.2 Certain information that the Supplier provides to the Customer under this Agreement will not be appropriate for disclosure either under a publication scheme or in response to an information request under FoIA or EIR due to its confidential or commercially sensitive nature. Such information is together referred to in this Condition as Restricted Information. Condition 19.6 contains a list of Restricted Information as at the date of this Agreement. Condition 19.6 shall be amended throughout the term of this Agreement by adding further Restricted Information or removing certain Restricted Information (if that information has lost its confidential or commercially sensitive nature) by agreement of the Parties. The Customer shall

inform the Supplier of any information request received by the Customer under FoIA or EIR which relates to Restricted Information as soon as practicable after receipt of the request and in any event within two Business Days of receiving such a request, or of forming the intention to consider disclosing any part of the Restricted Information under a publication scheme, in each case clearly identifying the Restricted Information in question.

- 19.3 The Customer shall allow the Supplier reasonable opportunity and time to make representations to the Customer about whether any Restricted Information or any information referred to in Sub-Condition 19.4 below should be disclosed in response to a request for information, or should be included in a publication scheme.
- 19.4 Notwithstanding Sub-Condition 19.2 above, this Agreement and the prices set in accordance with this Agreement and the Supplier's bills should not be disclosed under a publication scheme or in response to an information request. The Supplier believes that information to be exempt:
- (a) as having been given in confidence under s.41 FoIA or reg 12(5)(d) EIR; or
 - (b) as being a trade secret or information that, if disclosed, would prejudice the Supplier's commercial interests under s.43 FoIA or reg.12 (5)(f) EIR.
- 19.5 If the Supplier notifies the Customer that the Supplier intends to seek injunctive relief to prevent disclosure by the Customer of any part of the Restricted Information or any other information provided by the Supplier to the Customer, the Customer hereby agrees to provide the Supplier with such assistance and information as the Supplier may reasonably require in order to make application for such relief. The Customer further agrees not to disclose any information which is the subject of that application until such time (if applicable) as the court has ordered that no injunction should be granted.

- 19.6 Restricted Information shall include any information set out in Conditions, 5.1, 5.3, 5.4, 11.1, 7 and 8 and the Schedules and Appendices to this Agreement.

20. Appointing agents or representatives

- 20.1 Where the Customer wishes to appoint an independent representative or agent to act on its behalf regarding any matters relating to the Agreement, the Customer will send the Supplier a letter of authority on the Customer's business letterhead, in accordance with the notice provisions set out in Condition 17.4. Such letter of authority shall be signed by a representative of the Customer with authority to do so (evidence of such authority to be provided to the Supplier on request) and must explicitly state the following:
- (a) that the Customer authorises the representative or agent to act on its behalf;
 - (b) the period during which the representative or agent has the Customer's authority to act on its behalf;
 - (c) the types of matters on which the representative or agent has the Customer's authority to act; and
 - (d) the full contact details of the representative or agent (including email and telephone number).
- The Customer acknowledges and agrees that until the Supplier receives a signed letter of authority in relation to a representative or agent in compliance with this Condition 20.1 the Supplier cannot act on any instructions or otherwise deal with such representative or agent.
- 20.2 Where the letter of authority provided by the Customer does not, in the Supplier's opinion, meet all of the requirements set out in Condition 20.1, or where the Supplier is concerned that such letter may not be genuine, the Supplier has the right to refuse to deal with the Customer's representative or agent until such time as the Supplier is satisfied that its concerns have been addressed.

- 20.3 The Supplier shall accept a letter of authority from another supplier if the sole purpose of such letter is to address the Supplier's objections to transferring the Customer's Supply at the end of the Agreement.
- 20.4 The Supplier has the right to contact the Customer if at any time the Supplier has concerns about the way the Customer's representative or agent is managing the Customer's account.
- 20.5 The Customer is permitted to have one letter of authority in relation to the Agreement at any one time. The Customer acknowledges and agrees that where the Supplier receives more than one letter of authority in relation to the Agreement it shall apply the most recent letter which is fully compliant with the provisions set out in Condition 20.1.
- 20.6 The Customer acknowledges and agrees that it shall be liable to the Supplier for any act or omission of its representative or agent.
- 20.7 Any notice provided by the Customer's representative or agent purporting to terminate this Agreement must comply with the provisions of Condition 8

Glossary

The following definitions apply to this Agreement.

Actual Consumption

The quantity of Supply taken at each of the Sites during the relevant period as determined in accordance with Condition 11.1 of the Conditions of Supply.

Additional Supplier Charges

Charges and costs based on the actual charges incurred or payable by the Supplier in connection with the Supply or its termination, and not otherwise specified in this Agreement, including all costs resulting from any Industry Agreement or any fuel security or emergency code, or as a result of decisions taken or directed by a Competent Authority following the requirements of any other law, regulation, industry code or agreement, including those in relation to industry failure events set out in any Industry Agreements and also (in respect of electricity only) including in respect of reactive power (for electricity only) at the rate and in the amounts from time to time charged by the Supplier or as required by or imposed by law.

Advanced Meters

Equipment used to obtain automated readings, as defined in the Licence.

Affiliate

Any company that is either a holding company or a subsidiary company of a Party, or a subsidiary company of one of a Party's holding companies. The terms 'holding' and 'subsidiary' have the meanings given to them in section 1159 of the Companies Act 2006.

Agreement Date

Except where another date is specified, the date when this Agreement is signed by the Supplier.

Agreement

The agreement between the Customer and the Supplier for the Supply of Energy at the Connection Point incorporating these Conditions and the Schedule(s).

Annual Volume

As defined in the Schedule to this Agreement and as amended from time to time by the Supplier.

AQ

The estimated annual consumption of gas per Site as determined in accordance with the Uniform Network Code.

Authority

The Gas and Electricity Markets Authority as created under Section 1 of the Utilities Act 2000 or any replacement body.

Automated Meter

A Smart Meter, Remote Access Meter or an Advanced Meter.

Balancing Services Use of System Charges

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs that are payable by the Supplier to the owner of a Transmission System for balancing actions performed by the owner of that Transmission System.

BSC

The Balancing and Settlement Code designated by the Secretary of State in respect of electricity. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Business Day

Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which has been proclaimed a bank holiday, and for the avoidance of doubt "day" means the period from midnight to midnight.

Capacity Charge

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs that are payable by the Supplier to the Customer's electricity Distributor for the agreed capacity of electricity to be made available at the Connection Points in either kilowatts (kW) or kilovoltamperes (kVA).

Capacity Mechanism

A mechanism which operates as an annual 'Capacity Market' auction to procure the majority of the UK's required energy capacity four years in advance, with a top-up auction one year ahead of delivery.

CFD

A contract for difference with generators of low carbon electricity entered into pursuant to Electricity Market Reform.

Charges

The charges specified in the Schedule to this Agreement or, if there is no such Schedule as otherwise notified to the Customer by the Supplier.

Climate Change Levy

A charge levied at the rate from time to time imposed by Schedule 6 of the Finance Act 2000 and any related regulations.

Communications Equipment

The technology that enables the remote retrieval of Data from the Meter.

Competent Authority

Any court in Great Britain, the Authority, any local, national or international regulator, inspectorate, Minister, Ministry or public official of the UK or the European Union.

Conditions

These terms and conditions of supply or the relevant Condition (as appropriate).

Connected Persons

Has the meaning given in s.1122 of the Corporation Tax Act 2010.

Connection or Connected

The physical requirements being present so that the Supplier can supply the Customer with Energy at a Connection Point.

Connection Point

The point at which the Supplier will supply Energy to the Customer.

Control

Has the meaning given in s.1124 of the Corporation Tax Act 2010.

Credit Insurance Event

where the Supplier's credit insurer gives notice to the Supplier:

requesting that the Supplier takes action to protect against credit risk exposure in respect of the Customer, or

that the Supplier's credit insurer will or intends to restrict, reduce, limit, remove or otherwise amend the Credit Insurance being provided in respect of the Customer

Customer's Equipment

Any Equipment owned, operated or installed by the Customer or the Customer's HH Metering Agent or a third party on the Customer's side of the Connection Point.

Data Aggregator

A person authorised under the BSC to act as a Data Aggregator. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Data Aggregator Charges

For electricity only, a charge payable by the Customer in consideration for data aggregations services provided by the Supplier and/or a Data Aggregator.

Data Collection

Means both Data Retrieval services and Data Processing services and as further defined within the Licence and BSC. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Data Collection Charges

For electricity only, a charge payable by the Customer in consideration for data collections services provided by the Supplier and/or a Data Collector.

Data Collector

A person authorised under the BSC to act as a Data Collector. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Data

Any data recorded by the Meter and any ancillary equipment.

Data Processing

Has the meaning given to that term within the Licence and BSC.

Data Retrieval

Has the meaning given to that term in the Licence.

Deemed Customer

The owner or occupier of a Site to which the Supplier supplies Energy other than under a contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989 (as applicable to the type of Energy). Where there are two or more occupiers of a Site and there is not a fiscal Meter in respect of each of those occupiers' consumption then the owner of the site shall be the Deemed Customer.

De-energise

Physically terminating either the electricity Supply by removing the fuse and the Meter or the gas Supply by capping the Supply (as applicable) and the words 'De-energisation' and 'De-energising' shall be construed accordingly.

Default Customer

A Customer where the Supplier continues to supply the Customer after the Customer's agreed term with the Supplier has ended.

Disconnect

Physically terminating the gas or electricity Supply (as applicable) by severing Connection to the Customer's Site on the Distributor's Network ; and the words 'Disconnecting' and 'Disconnection' shall be construed accordingly.

Distribution Loss(es)

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of the proportion of electricity in excess of that consumed by the Customer which needs to be purchased to take account of electrical losses in each Distribution Network calculated by reference to loss factors.

Distribution Network

The system for the distribution of electricity or gas to a Connection Point.

Distribution Use of System Charges

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable charges and fees made or charged by a Distributor for the use of its Distribution Network to transport the Supply and other charges made under a "Use of System Agreement" including meter equipment and operation services, data collection services, data aggregation services and settlement and registration services.

Distributor

The owner or operator of a Distribution Network for the distribution of electricity or gas (as applicable) or, where relevant, the Unmetered Supplies Operator (as defined in the BSC).

Domestic Customer

Has the meaning given in the Licences.

Domestic Premises

Has the meaning given in the Licences.

EAC

In relation to a Connection Point, the estimated annual consumption of electricity per year as certified by the relevant Distributor.

Electricity Market Reform

The programme of reform to the UK electricity market as introduced by the Energy Act 2013.

Energy

Electricity or gas (as applicable).

Equipment

Any equipment including the Meter, pipework, valves, secondary Meters or other apparatus used to transport, measure and control the Supply of electricity or gas and any ancillary equipment and any Communications Equipment.

Equivalent Meter

Has the meaning given in the BSC.

Fixed Charge(s)

Charges which are fixed for the Term or any other period specified in the Agreement and which are not subject to any reconciliation, revaluation or other amendment (except where Conditions 7.6 and 7.11 to 7.14 apply).

Force Majeure

Any event or circumstance which is beyond the reasonable control of either Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement provided that a lack of funds shall not be interpreted as an event beyond a Party's reasonable control.

Feed in Tariff

The feed in tariff scheme introduced in accordance with the Electricity Act 2008 and as set out in the Licence and in the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010 (SI 2010/678) as amended or restated from time to time.

Fossil Fuel Levy

A charge levied at the rate from time to time imposed, in accordance with the Fossil Fuel Regulations 1990 or any order made pursuant to the Utilities Act 2000.

Gas Supply Emergency

An emergency that can be declared at any time to prevent a dangerous occurrence caused by insufficient gas supplies being available to satisfy expected demand. This term (and its use throughout) only applies to gas and can be ignored if the Energy supplied is electricity.

Good Quality CHP

For electricity only, electricity generated at a combined heat and power station, which is exempt from the Climate Change Levy.

Green Deal

Has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011.

Green Deal Terms and Conditions

The Supplier's terms and conditions which apply to Customers or Sites that are subject to a Green Deal Plan, which will be sent to affected Customers upon taking out a Green Deal Plan, a copy of which is obtainable on request from the Supplier.

HH Metering Agent

A Metering Agent appointed in relation to a HH Meter.

HH Meter

Meters that measure consumption on a half hourly basis and HH Metering shall be construed accordingly.

Hydro Benefit

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of the scheme for assistance to areas with high electricity distribution costs.

Industry Agreement

Any agreement which either the Customer (or the Customer's HH Metering Agent) or the Supplier is required to be party to or to adhere to in order to provide or receive the Supply of the relevant Energy type (including any code or agreement issued by a Competent Authority, the Connection Agreement, the Use of System Agreement, the Settlement Agreement, the MRA, the Data Transfer Service Agreement, and the CUSC or the Network Code and the SPAA as each such term is described in the BSC or the Network Code as applicable).

Interruptible Gas Connection Point

For gas only, a Connection Point where the offtake of gas can be suspended, disconnected or restricted by a Transporter.

Inventory

The details of the Customer's Equipment to be supplied at an UMS Connection Point as set out in the Unmetered Supply Certificate.

kWh

Kilowatt hours.

Large Gas Supply Customer

For gas only, those customers that use (or are likely to use) in excess of 732,000 kWh of gas per Site per year.

Licence

The licence(s) to supply electricity or gas (as applicable) required to supply the relevant Energy under this Agreement granted under the Electricity Act 1989 or Gas Act 1986 (as applicable).

Mandatory FIT Licensee

Has the meaning given in the Licence for electricity.

Meter

A device for measuring Energy, any related communications equipment, and any other equipment including for electricity any supervisory control and data acquisition (SCADA) systems required to use the Distribution Network.

Meter Administrator

For electricity only, a person authorised under the BSC to act as a Meter Administrator and appointed by an agreement between the Customer, the Supplier and them in respect of unmetered supplies supplied in accordance with Condition 14.

Meter Operator

A person authorised under the BSC to act as a Meter Operator for electricity.

Metering Charges

A charge payable by the Customer to the Supplier to reflect charges payable for services provided by a Metering Agent, or under a "Use of System Agreement" with a Distributor or, where the Customer does not have a contract for the provision by the Supplier of Meter Operator services, charges payable by the Customer to the Supplier to reflect the charges the Supplier is required to pay the Meter Asset Provider covering the lease of the Meter.

Metering Agent

The person appointed under Condition 11.5 to read, install and maintain the Meter including (in respect of electricity) a Meter Operator, Meter Administrator or a Data Collector or (in respect of gas) a Meter Asset Manager or Meter Asset Provider.

Metering Terms and Conditions

The Supplier's metering terms and conditions available on the Supplier's website (as may be amended from time to time)

Meter Asset Manager

For gas only, a person authorised under the Network Code to act as Meter Asset Manager.

Meter Asset Provider

For electricity, the accredited person who supplies the Customer (either by purchase or hire) with a new meter and for gas, has the meaning given in the Network Code.

Micro Business Consumer

Has the meaning given to “relevant consumer” (in respect of premises other than domestic premises) in article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268).

MPAN

The unique reference number given to each electricity supply point, also known as a ‘supply number’.

MPRN

The unique reference number given to each gas supply point.

Network Code

The Uniform Network Code, an agreement between each Distributor and supplier which governs the transportation of gas through the Distribution Network(s). This term (and its use throughout) only applies to gas and can be ignored if the Energy supplied is electricity.

NHH Meter

A Meter which measures consumption on a non-half hourly basis and NHH Metering shall be construed accordingly.

NHH Metering Agent

A Metering Agent appointed in relation to a NHH Meter.

Online Metering Terms

The terms and conditions that apply where the Supplier has appointed a HH Metering Agent for the Customer but no written agreement has been entered into as set out at www.npower.com/business-solutions/meters.

Party

Each of the Customer and the Supplier, and each reference to Customer, Supplier or Party shall include that Party's personal representatives, successors and permitted assigns.

Pass Through Charge(s)

Charges based on the actual charges incurred by or imposed on the Supplier in supplying electricity to the Customer's Connection Points, as calculated by the Supplier acting reasonably. Where the Supplier does not have sufficient information to provide the Customer with an actual value for a Pass Through Charge when the Supplier bills the Customer for that Pass Through Charge the Supplier is entitled to estimate that Pass Through Charge and the Supplier will make any appropriate adjustments to future bills as soon as reasonably practicable following receipt of the necessary information.

PECU Array

For electricity only, has the meaning given in the BSC.

Primary Supply Meter Point

A Connection Point for gas at which a meter comprised in a Sub-deduct Arrangement is installed and upstream of which no other meter comprised in such arrangement is installed.

Private Network

Any network owned or operated by a Distributor who does not hold a licence for the distribution of Energy under the Electricity Act 1989 or Gas Act 1986.

Profile Class

A profile of the expected electricity consumption pattern of a specified group of customers.

Reconnect

The reversal of Disconnect and the words ‘Reconnecting’ and ‘Reconnection’ shall be construed accordingly.

Re-energise

The reversal of De-energise and the words ‘Re-energising’ and ‘Re-energisation’ shall be construed accordingly.

Registered

The procedures set out under the Network Code or the BSC (as applicable) for being validly registered as the supplier to a Connection Point for gas or electricity respectively and “Register” and “Registration” shall be construed accordingly.

Remote Access Meter

A Meter that, either on its own or with an ancillary device that monitors Energy consumption for multiple time periods including at intervals of less than one month and is able to communicate that information automatically to the Supplier (and/or the Metering Agent) but that is not a Smart Meter (or part of one).

Renewable Costs

The Fossil Fuel Levy, the Feed in Tariff and the Renewables Obligation as either may be modified, extended or re-enacted from time to time and any other renewable or environmental charge, penalty, levy, tax, duty or fee imposed from time to time (or any payment obligation on the Supplier having an analogous effect to any of the above).

Renewables Obligation

The buy-out price as defined in part 8 of the Renewables Obligation Order 2009 as it may be amended from time to time.

Renewable Sources

Any source of electricity other than fossil fuel or nuclear, including waste where not more than a specified proportion is (or is derived from) fossil fuel.

Security Cover Provider

A third party (including an Affiliate) providing the Customer with any Security Cover.

Security Cover

Security in the form of a cash deposit, letter of credit or a guarantee (which does not prevent the Supplier from drawing on it in the event of a dispute) as specified by the Supplier.

Service Upgrade

For electricity only, any increase in the maximum capacity of an Connection Point or change in voltage at a Site.

Site

Each location at which the Customer wishes the Supplier to provide a Supply or which the Supplier supplies under this Agreement.

Smart Meter

A Meter that records the amount of Energy consumption at intervals of less than daily and that communicates that information remotely to the Supplier (and/or the Metering Agent) as well as receives information sent by the Supplier to it. In these conditions references to Smart Meters includes AMR Meters.

SOQ

For gas only, the highest expected consumption on any single day .

Supplier's Equipment

Any Equipment owned, operated or installed by the Supplier or the Supplier's Metering Agent or (for electricity only) a Data Aggregator at a Site.

Supply

The physical supply of Energy by the Supplier under this Agreement.

Term

The period between the Effective Date and the Expiry Date.

Termination Fee

The amount calculated by the Supplier as described in Condition 8.5.

Transfer Date The date by which the Supplier should become Registered as the Customer's supplier which shall (subject to Conditions 2.5 and 2.6) be within 21 days of the day following the Agreement Date.

Transmission Loss(es)

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of the proportion of electricity in excess of that consumed by the Customer which needs to be purchased to take account of electrical losses in the Transmission System.

Transmission System

The network used for transmitting electricity at voltages of 132kV and above, which is operated by the holder of a transmission licence.

Transmission Use of System Charges

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of charges made by the operator of the Transmission System for use of the Transmission System to transport electricity.

Transportation Charges

For gas only, a charge payable by the Customer the Supplier in consideration for the Supplier providing a price for the variable costs of the charges payable by the Supplier for use of the network used to transport gas (the "Transportation System").

Transporter

The licensed public gas transporter for the time being or any other third party licensed, appointed or accredited to provide transportation;

UMS Connection Point

For electricity only, a Connection Point where the Distributor has agreed in writing that a Meter is not required.

Unidentified Gas Charge

a charge that covers gas which is taken off the Distribution Network (gas) but not directly attributed to a particular shipper of gas.

Unmetered Supply Certificate

For electricity only, has the meaning given in the BSC and which contains the name of the Distributor for each UMS Connection Point, the issue date and effective date, the supply numbers and the title of reference of the summary Inventory.

Value Added Tax or VAT

Has the meaning given to that term from time to time in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it.

Fuel Mix for 1st April 2017 to 31st March 2018

This fuel mix information is provided in accordance with Electricity Supply Licence Condition 21, which has been implemented by the Electricity (Fuel Mix Disclosure) Regulations 2005 to give effect to article 3(6) of the EU Electricity Directive (2003/54/EC).

npower Business Solutions customers are either supplied by **npower Limited** or **npower Northern Limited**. Please see the reverse of your invoice for the particular licence you are supplied under.

The table on the right shows the fuel sources for the electricity supplied under npower's licences in the latest reporting period and the UK national average for the same period.

	Coal	Natural Gas	Nuclear	Renewable	Other	Carbon Dioxide Emissions (g/KWh)	Radioactive waste (g/KWh)	Notes:
npower Limited	9.8%	52.3%	15.9%	18.7%	3.3%	300	0.00111	Please see left for guidance on how to identify which licence you are supplied under
npower Northern Limited	11.7%	62.0%	18.8%	3.6%	4.0%	356	0.00132	
UK National Average	7.6%	41.2%	20.0%	29.0%	2.1%	232	0.00140	Figures provided by the Department for Business, Energy and Industrial Strategy (BEIS)
Fuel Mix Product Level Breakdown								
Business Renewable Product	0%	0%	0%	100%	0%	0g	0.00000	npower Business Solutions customers on the npower Limited licence that have purchased our Business Renewable: REGO Backed Electricity product
All other products	11.8%	62.6%	19.0%	2.6%	4.0%	359	0.00133	npower customers on any of our other tariffs or products

Useful information:

Carbon Dioxide Emissions (g/KWh): The weighted average of the carbon dioxide emitted in the production of electricity from each fuel source. This is calculated on the basis of figures provided by BEIS (details of these can be found at the BEIS website)

Radioactive Waste (g/KWh): The radioactive waste, being fuel burnt in the reactor to be subsequently discharged as spent fuel. This is calculated on the basis of figures provided by the DECC (details of these can be found at the BEIS website)

GENERAL CONDITIONS

ATTACHMENT 2

These General Conditions set out the general conditions of this Agreement upon which we will supply your entire electricity requirements for the Supply Period (shown on the first page of this Agreement) to the site shown on the first page of this Agreement and to the other sites shown in the Schedule of Premises (if any). Where no definition is given in the General Conditions in this Agreement, the definitions used in the General Conditions in our electricity supply contract for Half-Hourly sites shall apply, a copy of which is available upon request.

This Agreement is between Total Gas & Power Ltd and yourself. This Agreement and supply shall start on the Contract Start Date (shown on the first page of this Agreement) which we will confirm to you in writing. In respect of each connection point at each premises the supply will only start, and we will only supply electricity, provided (1) there is a Connection Agreement in force between you and the Distributor as referred to in Clause 10(a), (2) we are validly registered at the connection point under the Master Registration Agreement, (3) you have terminated any contract with any other supplier, (4) any necessary siteworks have been completed, (5) we have assessed your creditworthiness and you have provided any financial security or prepayment that we may require, and (6) a Meter Operator, Data Collector and Data Aggregator are appointed in respect of each meter. For these purposes: "Distributor" means, in respect of each premises, any company licensed and authorised to distribute electricity and which owns or operates the distribution system through which electricity is delivered to the premises; "Meter Operator" is the person accredited and certified by the Performance Assurance Board (as defined in the Balancing and Settlement Code – "BSC") and appointed to install, commission, test and repair the meter; "Data Collector" means the person appointed to retrieve, validate and process metering data; and "Data Aggregator" means the person appointed to carry out the aggregation of metering data received from Data Collectors.

OUR OBLIGATION TO COMPLETE A SUPPLIER TRANSFER WITHIN THREE WEEKS

In respect of each Connection Point to be supplied by us under this Agreement, we will complete any supplier transfer from your previous supplier within 21 days of the day after the date of this Agreement unless: (a) you request that the supplier transfer be completed at a later date (and you shall be treated as having so requested where the Contract Start Date is later than 21 days following the date on which this Agreement is made); (b) you notify us that you do not wish the supplier transfer to take place (in which case you will be treated as having terminated this Agreement, and an Early Termination Payment will be charged as set out in Clause 5); or (c) one or more of the conditions in the following subclauses (i) to (iv) apply, namely where -

(i) the supplier transfer is prevented by your previous supplier; (ii) we do not have all the necessary information that we require despite having taken all reasonable steps to obtain the missing information; (iii) we are prevented from completing the supplier transfer due to any circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve; or (iv) we are permitted under the terms of our licence not to complete the supplier transfer.

Where any of the conditions (i) to (iv) above applies then we will complete the supplier transfer as soon as reasonably practicable and in any event within 21 days of the conditions ceasing to apply. If either condition (i)

or (ii) applies an Early Termination Payment will be charged as set out in Clause 5.

We shall not charge you for any costs associated with carrying out a supplier transfer, but this does not affect our ability to charge you an Early Termination Payment as set out in Clause 5.

1. Payment

Your electricity bill will be based on an estimate which will then be reconciled whenever a meter reading is taken. You must provide good faith estimates of likely consumption if asked. You must pay for any electricity supplied to you according to the Contract Price shown on the first page of this Agreement and according to any applicable Payment Plan together with VAT, Climate Change Levy ("CCL"), Fossil Fuel Levy (if applicable), Feed-in Tariff Levelisation Payments, and any other tax duty or levy on all charges at the applicable rate. We reserve the right to vary the Contract Price on giving you at least 30 days prior written notice. You may, at any time before the expiry of that notice period, give us notice terminating this Agreement. Such termination will take effect on the date when the varied Contract Price would have applied had you not terminated. Unless otherwise stated in the Payment Plan, the method of payment under this Agreement is direct debit. An administration fee of £20 will apply every time payment is collected or received by any other means. You must also pay us at the then current Uncontracted Rate (being a rate which we determine from time to time, which includes an amount to take account of Use of System Charges and other charges incurred by us in supplying you) plus standing charges, for any electricity used outside the terms of this Agreement or at any time this Agreement is not in force together with any other costs we incur due to such use. Details of these rates and charges are available on request. You must pay the amount due in respect of each invoice within the days agreed as above of date of invoice. If payment is not received by us by the due date then without prejudice to our other rights and remedies we shall be entitled (i) to levy a late payment charge of £20 for each overdue invoice, and (ii) to charge interest on overdue amounts (but not on the late payment charge) from the due date until payment at the rate of 4% per annum above the HSBC Bank Plc base rate. Failure to pay more than one invoice by the due date shall amount to a significant breach of this Agreement under Clause 5. If an invoice is disputed, you must not delay in making payment of any part thereof which is not the subject of a genuine dispute. Where a group invoice erroneously includes amounts for some sites but not others then such error alone will not entitle you to dispute payment. Sums claimed in invoices are preliminary sums and are subject to reconciliation and correction. We reserve the right to recover from you any charges incurred as a result of a breach by you of any Industry Agreement. "Industry Agreement" means agreed procedures and codes of practice and any and all agreements regulating the generation, transmission, distribution and supply of electricity in England and Wales, and includes, but is not limited to, the BSC, the Distribution Code, the Grid Code, any revenue protection code of practice, and the Connection and Use of System Code in each case, as amended, varied, supplemented or replaced from time to time. We may set off any amount due from us to you under this Agreement against any amount due from you to us under this or any other agreement between us (including any agreement for the supply of gas). We reserve the right to de-

energise the premises (at your expense) if you fail to pay any sums due in respect of our supply. We reserve the right to de-energise the premises or remove (at your expense) any electricity meter provided by us, and to recover from you (a) an administration charge of £50 per calendar month and (b) any charges incurred by us under any Industry Agreement in respect of the site until the meter is removed, if you cease consumption of electricity (or the consumption of electricity is de minimis) or if you do not require a connection or if you permanently vacate the site and no one else requires a supply. Upon removal of any meter and any associated equipment or devices (whether at your request or otherwise), and upon any non-standard installation of any meter or any associated equipment or devices, you must pay (in addition to any other charges under this Agreement) our charges for the same which shall include (in the case of removal) any termination fee imposed by the Meter Operator.

We guarantee that any commission or other payment made by us to any third party, for the placing of this Agreement with us, is included within the Contract Price.

2. The Meter

You must tell us immediately if the meter is replaced or modified or you contract directly with a Meter Operator or Data Collector. If you do so directly contract, you agree to enforce the terms of such agreements (including terms as to the level of service to be provided by the Meter Operator or Data Collector) and to indemnify us against all expenses, loss or damage suffered by us as a result of any breach of such contracts or the BSC by you or them, including but not limited to costs arising from the delay in receipt of valid data from such persons or failure by such persons to fulfil any obligations under the BSC and any Supplier Liquidated Damages incurred by Total Gas & Power Ltd under the terms of the BSC and procedures made there under. If at any premises your average monthly demand exceeds or is likely to exceed 100kW in respect of any Connection Point you must inform us of the same and you must enter into a Half Hourly Meter Operation Agreement direct with a Meter Operator and install appropriate Half Hourly Metering Equipment, accept any associated charges, and indemnify us against any liabilities, charges or costs arising from your failure to comply with these requirements including but not restricted to the cost of installation and maintenance of such Metering Equipment and any liquidated damages payable by us under the BSC. You must ensure that no part of the meter including the seal or any attached notice is mistreated or removed. An estimate may be used if the meter is faulty. Unless we have been negligent we will charge you for any costs which may arise should you take electricity except through the meter or which may arise because the meter has become damaged. You agree to allow reasonable access (on suitable notice) to ourselves or anyone else who can identify themselves and who reasonably needs access to read the meter or in connection with the supply generally. You agree not to assert ownership of any meter or associated equipment or devices belonging to us, the transporter, a Meter Operator or any other third party.

3. Liability

We (including anyone who works for us) will not be liable to you for any loss of use, profits, interest, contracts, goodwill, market or economic

opportunity, production, data or revenue or for increased cost of working or business interruption or any indirect or consequential loss whatsoever and howsoever caused whether foreseeable or not. Nothing in this Agreement shall exclude or limit liability for any claim on account of death or personal injury resulting from a party's negligence.

4. Non-Supply

If we cannot comply with this Agreement for any reason beyond our control or we cannot supply you owing to siteworks, repair, maintenance or safety reasons, then we will not be in breach of this Agreement. We do not guarantee and shall not be liable for the delivery of electricity at all times or that electricity will be free of brief variations in voltage or frequency attributable to the operation or failure of each relevant Distributor's System, any other relevant system or the NGC Transmission System. Where a direction is given to us under section 34(3) or 96 of the Electricity Act 1989 (as amended) or under section 2(1)(b) of the Energy Act 1976 (emergencies) we are permitted to discontinue or restrict the electricity supply and you shall refrain from using electricity immediately upon being told to do so by us or the Distributor.

5. Termination

This Agreement will initially continue for the Supply Period. The Supply Period will be extended after that date: (a) for successive one year periods unless either party gives the other at least 30 days' written notice of termination before the beginning of any such period (if you were not a Micro Business Consumer when you entered into this Agreement); or (b) until either party gives to the other not less than 30 days' written notice of termination expiring at or after the end of such period (if you were a Micro Business Consumer when you entered into this Agreement). If such notice is given and you do not enter into another electricity supply contract with us or with another supplier, then you may change to another supplier at any time after the end of the Supply Period (as extended) without the need for further termination notice or payment of any termination fee. This Agreement will terminate automatically at any time another supplier is required by law to supply your site. If either party fails to remedy a significant breach of this Agreement within 14 days of being asked to do so the other may terminate this Agreement forthwith by written notice. If either party ceases to trade or enters into any kind of liquidation (except for amalgamation or reconstruction) or has a receiver, administrative receiver, nominee or similar officer appointed over its assets the other party may terminate immediately by written notice. We may terminate this Agreement forthwith if you cease to be a party to the Connection Agreement or any Meter Operator Agreement or Data Collector Agreement under which you have (or ought to have) contracted directly, or if you fail or the party with whom you so contract fails to comply therewith. If you permanently vacate the premises during the Supply Period you will be liable only for those charges due up to the date you leave, provided you have notified us 28 days in advance of that date so that we can arrange for the new occupier to take on the supply. If you do not give us the required notice, or if you terminate during the Supply Period otherwise than set out above in this Clause 5, you must pay us an Early Termination Payment calculated by reference to your profile class [1, 2 etc] as follows: £300 [1 & 2]; £750 [3 & 4]; £1,875 [5 & 6]; £3,000 [7 & 8]. Such Early Termination Payment will not apply if you were a Micro Business Consumer when you entered into this Agreement and the termination comes into effect at or after the end of the initial

Supply Period. Any termination will not affect any existing rights or obligations of either party. We may stop you from changing to another supplier if any payment from you is overdue, or if we agree with the other supplier that the transfer was initiated in error, or if the other supplier has not submitted a registration under the MRA for all related metering points for the same supply start date, or if you have informed us that you have not entered into a contract with the other supplier, or if you have asked us to stop you from changing suppliers. This Agreement shall terminate upon a last resort direction given to an electricity supplier other than us, in pursuance of standard condition 8 (Supplier of Last Resort) of that supplier's licence coming into effect in relation to the premises.

VACATION OF SITE

Our agreement to supply electricity to the site is based upon, amongst other things, our assessment of your creditworthiness and our commitment under this Agreement to supply electricity to the site ceases where you have ceased to occupy the site. For the avoidance of doubt, your obligations under this Agreement are not terminated or discharged as a consequence of you ceasing to occupy the site. You agree to give us 28 days' prior written notice if you cease to occupy a site.

6. Safety

You must use the electricity in a safe manner. Anything done or not done by ourselves or the Distributor or the Transmission System Operator in dealing with an emergency or a safety issue will not be in breach of this Agreement. In such situations you must stop or restrict the use of electricity when we ask you to.

7. Variations

We may vary this Agreement (including making variations in the Contract Price), upon giving you written notice. Variations may be made, without limitation, to reflect: any obligations and liabilities imposed on us by law or under our gas supply licence or any Industry Agreement; any variation in any charges imposed on us as a result of any change in the law, any change in the rate of VAT, the Fossil Fuel Levy, the Climate Change Levy and any tax duty or levy, or in the Feed-in Tariff Levelisation Payments, a change of any Industry Agreement or as a result of any action or direction of the Secretary of State or the Gas and Electricity Markets Authority ("the Authority") which determines a change to any charges imposed on us; and any variation in charges for metering. Notwithstanding the foregoing we shall not be entitled to vary this Agreement without your consent solely on the ground that you are no longer a "Micro Business Consumer". "Micro Business Consumer" means a business that employs fewer than ten people (or their full time equivalent) and which has an annual turnover or annual balance sheet total of less than 2 million euros, or which uses less than 55,000 kWh of electricity per year.

8. General

All notices under this Agreement must be in writing. You must not sign an electricity supply agreement with more than one supplier at any time covering the same Supply Period. This Agreement represents the entire agreement between us and supersedes anything previously said, done or implied which adds to or conflicts with it. This Agreement shall be construed and governed in all respects in accordance with the laws of England and any disputes or differences shall be subject to the exclusive jurisdiction of the English Courts.

9. Data Protection

TOTAL's Privacy Policy may be viewed at www.totalgp.com.

10. Connection Provisions

- a) By your agreement to take the supply from us on the terms and conditions of this Agreement, you also agree to accept and adhere to the National Terms of Connection (NTC). The NTC can be viewed on the internet at www.connectionterms.org.uk and if you want a copy or have any questions about the NTC please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF (phone: 0207 706 5137).
- b) The Distributor's obligations under the NTC and our obligations under this Agreement are subject to the Maximum Capacity (meaning the maximum amount of electricity permitted to flow at the premises in accordance with the NTC or any other relevant Connection Agreement) and any other design feature of your connection. In accordance with existing legal rules, you must contact the Distributor in advance if you propose to make any significant change to your connection, electric lines or electrical equipment or to do anything else that could affect the Distribution System or require alterations to your connection.
- c) The Distributor will maintain, and may interrupt, and shall be entitled to cut-off any Connection Point in accordance with and subject to the provisions of the Electricity Act 1989 (as amended) and any other legal requirements or rights (including those arising under any code or agreement with which the Distributor is obliged by its Distribution Licence to comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the connection at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.
- d) Subject to any contrary existing agreement between you and the Distributor (and/or us) the Distributor shall not be liable to you under this Agreement or otherwise for any loss or damage which:
 - i) is beyond the reasonable control of the Distributor;
 - ii) is consequential or indirect or arises from or amounts to Economic Loss (meaning any wasted expenses or any loss of profits, revenues, interest, business, contract, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable).
- e) If the supply to the premises is wholly or mainly used for business purposes the Distributor will only be liable to you in accordance with the limitations in Clause 10(d) and up to a maximum of £100,000 per calendar year.
- f) Clauses 10(d) and (e) will continue to apply regardless of the termination of this Agreement. The ending of this Agreement will not affect any rights, remedies or obligations which may have come into

being under this Agreement prior to that time.

- g) The terms of this Clause 10 will be changed automatically to incorporate any changes in the NTC that are approved by the Authority. Any change which is approved will be announced in the national press and the new terms will be published on the internet at www.connectionterms.org.uk and will take effect from the date stated in those announcements.
- h) The Distributor may cut off the supply to your Connection Point where the Distributor is entitled to do so under general law, this Agreement, the NTC or the electricity industry arrangement under which the Distributor operates.
- i) The Distributor shall be entitled and have the ability to enforce the provisions of this Clause 10 and by virtue of the Contracts (Rights of Third Parties) Act 1999 and this Clause may not be varied without the prior written consent of the Distributor.

OMBUDSMAN SERVICES: ENERGY

If you remain unsatisfied with the response to your complaint, and we have informed you that we can take no further action, or 8 weeks have passed since you originally told us about your complaint, you have the right to contact the Energy Ombudsman. The Ombudsman is there to help resolve disputes between energy suppliers and their customers. Use of the Ombudsman's services is free for consumers. The Ombudsman is independent and will make a decision based only on the information available. The Ombudsman's decision is binding on the energy supplier, not the customer.

The Energy Ombudsman may be contacted: in writing, to PO Box 966, Warrington WA4 9DF; by telephoning 0330 440 1624; by fax to 0330 440 1625; by email to [to osenquiries@os-energy.org](mailto:os-enquiries@os-energy.org); or via the website www.os-energy.org.uk

10 Complaints

You can make a complaint: in writing, to Customer Services, Total Gas & Power Ltd, PO Box 336, Redhill RH1 1FW; by telephoning 0333 003 7874 (calls are monitored for training purposes and to ensure that we meet our company standards, as well as identifying areas where we can make improvements for the benefit of all our customers); by fax to 01737 784900; or by email to customercare@totalgp.com (please include 'Complaint' in the title of your email).

We will provide a substantive response to your complaint, outlining what we have done in response, and any outstanding actions and related timescales, within 10 working days of receiving the complaint. We aim to ensure you are kept fully updated as we work to resolve your complaint. Where a complaint involves a third party such as a broker or consultant, it may be necessary for us to contact them to help with the investigation and resolution.

If you are not satisfied with our response to your complaint, you can contact us again asking for an internal review of the complaint by a senior manager. When sending such a request, please state the reason for your dissatisfaction and include your customer reference in your correspondence.

CITIZENS ADVICE CONSUMER SERVICE

If matters cannot be resolved you can contact the Citizens Advice consumer service which provides free and independent help and advice to small businesses on energy issues such as contract issues, making a complaint, or advice if you're struggling to afford your bills. You can consult the Citizens Advice consumer service at any stage in the complaints process by telephoning 03454 04 05 06 or searching "energy" on their website: www.citizensadvice.org.uk

You may also download their leaflet "Know Your Rights in a Changing Energy Market" from <https://www.citizensadvice.org.uk/about-us/how-citizens-advice-works/citizens-advice-consumer-work/know-your-rights-in-the-energy-market/>

This page is intentionally left blank

Enfield Equality Impact Assessment

Introduction

The purpose of an Equality Impact Assessment (EQIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EQIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EQIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected e.g. equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups and consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EQIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

The completed EQIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EQIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

Section 1 – Equality Analysis Details

Title of service activity / policy/ strategy/ budget change/ decision that you are assessing	Housing Electricity Contract Renewal – Approval of Procurement and Award of Contract Housing LASER Framework
Lead officer(s) name(s) and contact details	Liz Wright E-mail: liz.wright@enfield.gov.uk Tel: 020 8132 0971
Team/ Department	Climate Action and Sustainability Team
Executive Director	Sarah Cary
Cabinet Member	n/a
Date of EQIA completion	08/03/2022

Section 2 – Summary of Proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

Please summarise briefly:

What is the proposed decision or change?

What are the reasons for the decision or change?

What outcomes are you hoping to achieve from this change?

Who will be impacted by the project or change - staff, service users, or the wider community?

To secure the route to procurement for contracts for the supply of electricity as for Enfield Council's Housing sites (heating and lighting) from 1st October 2022.

The existing contract expires 30th September 2022. Enfield needs to have a contract in place to minimise the costs of the electricity which are passed on to Council tenants.

There is no change to the service, as such, although the actual supplier may change. The electricity supplies need to be in place but with every new contract we aim to keep costs as low as possible we will look to use green sourced power certified by Renewable Energy Guarantees Origin (REGO).

Section 3 – Equality Analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (e.g. people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and, where possible, provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

Age

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

No

Mitigating actions to be taken

n/a

Disability

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include:

Physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

No

Mitigating actions to be taken

n/a

Gender Reassignment

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

No
Mitigating actions to be taken
n/a

Mitigating actions to be taken
n/a

n/a

Marriage and Civil Partnership
Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.
Will this change to service/policy/budget have a differential impact [positive or negative] on people in a marriage or civil partnership?
Please provide evidence to explain why this group may be particularly affected
No
Mitigating actions to be taken
n/a
Pregnancy and maternity
Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.
Will this change to service/policy/budget have a differential impact [positive or negative] on pregnancy and maternity?
Please provide evidence to explain why this group may be particularly affected
No
Mitigating actions to be taken
n/a

Race

This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people of a certain race?

Please provide evidence to explain why this group may be particularly affected

No

Mitigating actions to be taken

n/a

Religion and belief

Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who follow a religion or belief, including lack of belief?

Please provide evidence to explain why this group may be particularly affected.

No

Mitigating actions to be taken

n/a

Sex

Sex refers to whether you are a man or woman.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on men or women?

Please provide evidence to explain why this group may be particularly affected.

No
Mitigating actions to be taken
n/a

Sexual Orientation
This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.
Will this change to service/policy/budget have a differential impact [positive or negative] on people with a particular sexual orientation?
Please provide evidence to explain why this group may be particularly affected.
No
Mitigating actions to be taken
n/a

Socio-economic deprivation
This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.
Will this change to service/policy/budget have a differential impact [positive or negative] on people who are socio-economically disadvantaged?
Please provide evidence to explain why this group may be particularly affected.
By securing the best possible pricing we will be minimising the cost impact on Council tenants who may be at an economic disadvantage to support the provision of Good Homes

Mitigating actions to be taken.

This action is a mitigating action. With the securing of a contract minimising the costs passed on to tenants.

Section 4 – Monitoring and Review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

Once in place the contract and billing are monitored to ensure compliance to the contract. Any issues e.g. with incorrect billing is dealt with in the first place by the Energy Finance Officer- Housing and then, if required by the Energy Manager. As we intend to procure through an Energy broker LASER Energy we also have their support should we encounter any problems resolving problems with the suppliers.

The key effect is budgetary and will be assessed by the Housing Team assisted by Energy Finance Officer- Housing and again as needed with the HRA Finance Manager

Section 5 – Action Plan for Mitigating Actions.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments
Problem with billing e.g. incorrect rates, over charging	Contact supplies	Energy Finance Officer- Housing in conjunction with Energy Manager	As soon as identified	Costs should be minimal as billing should be fixed. Only costs would be the admin at Enfield.	ongoing

This page is intentionally left blank