

## General Terms & Conditions

### 1 Definitions

The following definitions shall apply:

“**Access Rights**” means our right or our subcontractors' or agents' right to all reasonable access to all Supply Points at any time;

“**Act**” means the Energy Act 1976, the Electricity Act 1989, the Utilities Act 2000, the Energy Act 2004 and any regulations made hereunder both as amended or re-enacted from time to time;

“**Authority**” means the Gas and Electricity Markets Authority established pursuant to section 1 (1) of the Utilities Act 2000;

“**Buy-Out Fund**” means as is set out in the Renewables Obligation Order (but for the avoidance of doubt shall include for the purposes of this Contract any fund established on the same or similar principles as the Buy-Out Fund to hold payments which are made late to the Buy-Out Fund and any fund established to hold payments made to compensate the Buy-Out Fund in respect of payment defaults);

“**Charges**” means the rates and charges published on our website from time to time, which shall comprise (a) charges for the electricity consumed, (b) an administration charge per Supply Point, (c) the pass through of specific costs incurred by us for Transportation and Metering in respect of the relevant Supply Point(s), (d) any other reasonable charges and costs incurred by us in respect of the Supply Points, and (e) the charges set out in clause 6 of these Terms and Conditions, which shall be charged during the Supply Period;

“**Consumption Data**” means data from the Customer or a Service provider recorded by measuring the consumption of electricity;

“**Deemed Supply Contract**” means the Charges together with the terms and conditions set out in this document and which may be supplemented or amended by us on our website;

“**De-energise**” means the taking of action to stop the flow of electrical current from the distribution or transmission system to any structure switchgear equipment line or device used by you at the Supply Point;

“**Disconnect**” means the permanent electrical disconnection of any structure switchgear equipment line or device used by you at the Supply Point from the distribution or transmission system;

“**Economic Loss**” means loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;

“**Equipment**” means any meters, data loggers, mains, telecommunications, automated meter readers or other equipment provided for the purpose of supplying and ascertaining the quantity of electricity supplied hereunder;

“**Force Majeure**” means any circumstances or event beyond the reasonable control of either Party which directly causes the affected Party to be unable to comply with all or a significant part of their obligations under this Deemed Supply Contract, including circumstances described in clause 11.3 but excluding strikes, lockouts, labour disputes, changes to economic conditions and lack of funds;

“**Industry Agreements**” means:

- the Master Registration Agreement and Data Transfer Agreement;
- the Balancing and Settlement Code; and

- any agreements into which it has been necessary for us to enter in order to supply electricity;

“**Industry Laws**” means any legally binding obligations imposed on us and other authorised electricity suppliers under the Licence, the Industry Agreements or any other code agreement or arrangement which we and other authorised electricity suppliers are obliged by the Act, Industry Agreements or any Licence to be a party to or to comply with;

“**Last Resort Supply Direction**” means a direction given by the Authority to a licensee that specifies or describes the premises to be supplied with electricity in accordance with standard conditions of the Standard Conditions of Electricity Supply Licence (Obligations under Last Resort Supply Direction);

“**Licence**” means any Licence under section 6(1)(c) or section 6(2) of the Electricity Act 1989;

“**Local Electricity Network Operator**” means the distribution licence holder (or exempt operator) who owns or operates the electricity distribution system through which electricity is conveyed to your premises;

“**Maximum Supply Capacity**” means the maximum amount of electricity, expressed in kVA, that each Supply Point can accept by way of a volume of electricity at any given time and as determined by the Local Electricity Network Operator or Transmission Network Operator from time to time;

“**Meter Point**” means the point at which a Supply from a distribution system or transmission system is or is intended to be measured.

“**Meter Reading Costs**” means the cost of reading and obtaining Consumption Data from your Equipment;

“**Metering Costs**” means a component (if any) of the Charges, comprising any charges relating to the installation, provision, maintenance of your Equipment in situ at the Start Date at the Supply Point;

“**Parties**” means both us and you and “**Party**” is either one of us;

“**Payment Date**” means 14 Days from the date of any invoice;

“**Reconciliation Invoice**” means an invoice debiting or crediting your account as a result of a calculation by us of the difference between the Charges which ought to have been levied, and the actual Charges that were levied during the Reconciliation Period;

“**Reconciliation Period**” means the period to which a Reconciliation Invoice refers, the beginning and end dates of which are stated on the Reconciliation Invoice;

“**Registration**” means the successful registration of all electricity supplies required under this Supply Contract to a Supply Point in our name;

“**Renewables Obligation**” means the obligation, set out in the Renewables Obligation Order, on licensed electricity suppliers in the United Kingdom to ensure a growing proportion of their electricity sales are from eligible renewable sources of electricity;

“**Renewables Obligation Order**” means the Renewables Obligation Order 2002 (SI 2002/0914), as amended, restated, re-enacted and/or replaced from time to time;

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“**Security Deposit**” means at our option either (i) a cash amount equivalent to the charges which we reasonably consider would constitute the likely charges for four calendar months calculated on a reasonable estimate of consumption together with you and us entering into a deposit agreement in a form acceptable to us or (ii) a letter of credit or bank guarantee from such financial institution and in such form of wording as is acceptable to us. Where we initially choose (ii) above but are not satisfied with the form of wording or institution proposed by you, then we may alternatively invoke (i) above;

“**Service Providers**” means any data collector, meter operator or data aggregator or any agent as defined in the Industry Agreements from time to time;

“**Start Date**” means the date on which you start to receive Supply;

“**Supply**” means the provision of electricity by us to you under this Deemed Supply Contract;

“**Supply Period**” means for a Supply Point, the period beginning on the Start Date and ending on the Termination Date;

“**Supply Point**” means a combination of one or more Supply Meter Points at the same location where we are the registered supplier in order to be able to provide a Supply to you without any formal contract being agreed between us and you;

“**Termination Date**” means the date where the Deemed Supply Contract is terminated in accordance with these Terms and Conditions;

“**Terms and Conditions**” means the terms and conditions set out in this document and as amended by us and published on our website from time to time;

“**Transmission Network Operator**” means as defined in the Industry Agreements from time to time;

“**Transporter**” means National Grid plc, any Service Provider or any other person or body licensed under the Act that transports electricity in connection with this Deemed Supply Contract, but excluding the Local Electricity Network Operator;

“**Transportation Costs**” means a component of the Charges, comprising those charges payable to the Transporter and/or Local Electricity Network Operator for the use of their networks as applicable from time to time under the Industry Agreements.

“**We**” or “**us**” means GDF SUEZ Energy UK, the trading name of GDF SUEZ Marketing Limited (Registered No. 4236804) whose registered offices are at 1 City Walk, Leeds, West Yorkshire LS11 9DX;

“**Working Day**” means Monday to Friday inclusive but excluding bank holidays;

“**you**” or “**your**” means the person or organisation who has accepted the Supply of electricity at the Supply Point(s) and thereby become a party to this Deemed Supply Contract.

## 2 Interpretation

2.1 References to statutory or regulatory provisions or Industry Laws include any amendments, variations, consolidations or replacements.

2.2 The expression “including” shall be construed without limitation.

2.3 Words and expressions used in this Deemed Supply Contract, where not defined in clause 1, shall where appropriate be construed:

2.3.1 as they are defined in the Act or in the Industry Agreements; or

2.3.2 in accordance with their wider usage in the electricity industry generally.

2.4 Should any conflict arise between the content of this Deemed Supply Contract and the Industry Agreements then the Industry Agreements shall take precedence.

2.5 Where there is more than one Supply Point receiving a Supply, then reference to a Supply Point is deemed to mean all the Supply Points each on an individual basis.

## 3 Contract Period

3.1 This Deemed Supply Contract binds both Parties and shall not terminate in relation to each Supply Point from the date the you take ownership, control or occupation of the Supply Point until such time as:

3.1.1 you enter into a formal contract with us; or

3.1.2 the Supply Point(s) are registered with another supplier authorised under the Act.

3.1.3 the Supply Points (or any one or combination of the Supply Points) are disconnected.

3.2 Our Supply to you pursuant to clause 3.1 is conditional upon; us having in place for the full duration of the Supply Period, a credit insurance policy on terms which are acceptable to us, in relation to your account with us or, where we are unable to obtain and/or retain an acceptable credit insurance policy you providing a Security Deposit within 10 Working Days of receiving our request for the same pursuant to this clause.

3.3 Where you wish to transfer any Supply Point we may enter an objection under the customer transfer process in accordance with the Industry Agreements to prevent an alternative supplier from registering the Supply Point if:

3.3.1 there are any overdue invoices not paid by their Payment Date, such invoices not being subject to a bona fide dispute; and/or

3.3.2 an alternative supplier attempts to register a single Meter Point where we are the registered supplier for one or more related Meter Points.

3.4 Where you fail or refuse to enter into a formal contract with us, or to transfer your supply to an alternative supplier, we may at our discretion terminate this Deemed Supply Contract on written notice to you and/or arrange for the Supply Points (or any one or combination of the Supply Points) to be disconnected immediately (and we shall be entitled to exercise Access Rights in doing so) and recover from you the costs incurred in such disconnections;

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### 4 Your Consumption Information and other obligations

- 4.1 You agree that:
- 4.1.1 title and risk in the electricity shall pass to you at the Meter Point;
- 4.1.2 your Supply Points comply with the Licence and any other relevant agreements or authorisations necessary to permit or continue the Supply;
- 4.1.3 you shall always contact us in writing at the contact details set out in clause 13.9 below and any failure to do so shall make any attempted written contact invalid; and
- 4.1.4 the Supply shall have the electrical characteristics at which the Local Electricity Network Operator/ Transporter supplies electricity and that we have no control or liability in relation to this.
- 4.2 If you require us to register Service Providers on your behalf, you shall indemnify us against all costs incurred should your Service Providers, in our reasonable opinion, fail to provide their services adequately. In such circumstances we may de-appoint that Service Provider and appoint another ourselves.
- 4.3 We will take reasonable steps to obtain an actual meter reading at the commencement of this Deemed Supply Contract, including asking you to provide such a reading.

### 5 Supply Points

- 5.1 If you wish to dispose of or sell any Supply Point to a third party or cease to lease, own or occupy a Supply Point during the term of this Deemed Supply Contract then such Supply Point shall only be removed from this Deemed Supply Contract where:
- 5.1.1 you have provided us with at least 45 Days notice in writing; and
- 5.1.2 you have provided us with written details of the new or remaining lessee, lessor, owner or occupier of the Supply Point.
- 5.2 Until the provisions of 5.1 are satisfied then this Deemed Supply Contract shall remain in full force and effect with respect to such Supply Point and any Supply delivered to it and we shall be under no obligation whatsoever to remove such Supply Point from this Deemed Supply Contract unless we agree otherwise in writing.
- 5.3 If you wish to discontinue consumption of electricity at any Supply Point during the term of this Deemed Supply Contract then, whilst you continue to lease, own or occupy such Supply Point you shall indemnify us in respect of:
- 5.3.1 all ongoing Transportation, Metering and other ancillary costs associated with such Supply Point, including for the avoidance of doubt, those accruing to the Supply Point after Disconnection or De-energisation;
- 5.3.2 all Disconnection or De-energisation costs; and
- 5.3.3 all of our costs and losses incurred as a result of the Disconnection or De-energisation.

- 5.4 If electricity is not used at any Supply Point for a consecutive period in excess of six (6) calendar months we may, at our discretion, arrange for the Disconnection or De-energisation of that meter and you shall indemnify us for a reasonable administration fee and all costs incurred by such isolation.

### 6 Charges and Payment

- 6.1 You shall be invoiced on the basis of Consumption Data (available at the time, subject to clause 6.8) on a monthly basis unless otherwise notified in writing by us.
- 6.2 In consideration of the Supply in accordance with this Deemed Supply Contract you shall pay us all Charges without set off, deduction or counterclaim by the Payment Date.
- 6.3 If payment is not made by the Payment Method then we shall be entitled to charge you an administration fee in respect of each invoice.
- 6.4 We shall use our reasonable endeavours to send you an invoice for the Charges by the Invoicing Date. In the event that an invoice is not posted to you or sent to you by other customary means by the Invoicing Date, the Payment Date will be extended by the number of days such invoice is posted or sent late.
- 6.5 We may (both before and after judgement) charge you interest at 4% above Bank of England's base lending rate from time to time, compounded daily, on any overdue amount.
- 6.6 We reserve the right to charge you an administration fee for each copy invoice you request.
- 6.7 If any overdue amount is the subject of a bona fide dispute, then you shall still pay any undisputed portion of an invoice by the Payment Date.
- 6.8 We will use reasonable endeavours to invoice you for your consumption using validated Consumption Data. However, where we receive non-validated, incomplete or, in our reasonable opinion, inaccurate Consumption Data we will be entitled to charge you on the basis of our estimate of consumption. Upon receipt of validated Consumption Data we will then be entitled to then be entitled but not obliged to issue Reconciliation Invoices.
- 6.9 Where one or more elements of the Charges are incorrectly calculated or wrongly omitted or included in any invoice, then we shall be entitled but not obliged to issue Reconciliation Invoices.
- 6.10 Following the issue of any Reconciliation Invoice we shall be entitled but not obliged to vary the Charges so as to minimise the need for future Reconciliation Invoices.
- 6.11 We shall be entitled to recover from you and you shall indemnify us in respect of a proportionate amount of any additional costs, charges, expenses or liabilities ("Costs") which are incurred by us in supplying the electricity including, but not limited to, where such Costs arise in the following circumstances:
- 6.11.1 from the imposition, or variation in the rate, of any energy-related tax, levy or duty;

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- 6.11.2 where there is an increase to our cost of supply as a result of (a) any imposition, revision, variation, amendment or change in interpretation of any statute, statutory instrument, regulation, law, directive ("Legislation") or the Industry Agreements, (b) any new Legislation or new Industry Agreements, or (c) any decision, direction order or interpretation of Legislation or the Industry Agreements by the Authority or any other relevant regulatory body;
- 6.11.3 arising from compliance with the Renewables Obligation including costs levied upon us in respect of defaults of other suppliers in making payments to the Buy-Out Fund;
- 6.11.4 as a result of us fulfilling our or your obligations or your failure to comply with your obligations under any of the Industry Agreements in relation to safety issues or investigations in connection with any of the Supply Points;
- 6.11.5 where amounts are payable by us to any Service Provider appointed by us (or by you if clause 4.2 applies);
- 6.11.6 where charges we incur change or arise due to changes in the "Measurement Class", as defined in the Industry Agreements;
- 6.11.7 where you exceeds the Maximum Supply Capacity
- 6.11.8 where the Meter Points are half-hourly, changes occur in the Transmission Loss Factor mechanism as defined under the Industry Agreements;
- 6.11.9 where the Meter Points are non half-hourly, the cost of installing mandatory half hourly meters at any of the Supply Points;
- 6.11.10 changes to any of your MPAN details;
- 6.11.11 costs incurred in programming inaccurate metering equipment, or default by the Service Provider;
- 6.11.12 relevant Elexon charges in accordance with the Industry Agreements; and
- 6.11.13 all costs whatsoever incurred by us pursuant to the terms of our Licence, including, without limitation, costs incurred in connection with the scheme to assist areas with high electricity distribution costs.

## 7 Meters and Equipment

- 7.1 You shall ensure that your Equipment complies with all relevant certification requirements throughout the terms of this Deemed Supply Contract.
- 7.2 You shall ensure that there is a contract between you and a meter operator for each Supply Point and where no such contract is in place then we shall be entitled to recover from you all costs and expenses incurred by us as a result of being the default meter operator.
- 7.3 You shall ensure that every meter installed at the Supply Points is kept in proper order for registering the quantity of electricity supplied to each Supply Point.
- 7.4 We are entitled to require that a meter be removed, repaired or replaced where we consider it to be damaged, incorrectly recording data, past its certification date or incorrect for the

product structure and you shall notify us immediately where you become aware of or suspect any such circumstances.

- 7.5 If either Party requires the meter operator to examine any meter provided for the purposes of ascertaining the quantity of electricity supplied under this Deemed Supply Contract, then where the meter when so examined is found to register inaccurately then you shall be pay any invoice we issue or receive any credit for the additional cost or overcharge respectively established by such investigation.
- 7.6 If a meter is installed, removed for examination, maintained, inspected or renewed, any expenses we incur in removing, examining and re-installing the meter or substituting meter, shall be paid by you upon receipt of invoice.
- 7.7 You shall allow the Access Rights without charge. We shall give to you reasonable notice (except in the case of emergencies when notice will not be required) for the purposes of installation, maintenance, operation, inspection or renewal of the Equipment or for the purposes of De-energising or Disconnecting the supply of electricity to the Supply Point where, in our or the Transporter's reasonable opinion, it is necessary to do so for the purpose of averting danger of damage to life and/or property.
- 7.8 You shall comply with and act in accordance with best industry practice in relation to the appointment of Service Providers.
- 7.9 Where you wish to use a Service Provider other than those which we recommend then you shall notify us of any such preferred Service Provider(s) which you wish to use and you shall indemnify us in respect of a reasonable administration fee and all additional costs which arise from your choice of Service Provider.
- 7.10 We shall make any necessary arrangements with the Transporter or any Service Provider for the installation, operation, maintenance and renewal of the Equipment.
- 7.11 You shall ensure insofar as it is required by law that the Equipment installed to supply all apparatus with electricity connected to it is appropriate and meets all the appropriate standards. We shall not be responsible for checking the suitability of Equipment. You will pay for any work deemed necessary and undertaken by us to ensure that the equipment is appropriate and meets the appropriate standards.
- 7.12 You shall properly maintain and be responsible for all Equipment and its safety.
- 7.13 Where the meter status or classification changes during the Supply Period then we shall be entitled to recover any costs which arise as a result of such changes.
- 7.14 You shall report any failure or suspected failure of Equipment or supply of electricity to us and the Transporter's emergency service.

## 8 Liability

- 8.1 Subject to the terms of clause 8.3, the liability of either Party to the other in connection with this Deemed Supply Contract shall not exceed £1,000,000 (one million pounds) per incident or series of related incidents.

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8.2 Subject to the terms of clause 8.3, we will not be liable to you for:

- 8.2.1 Economic Loss;
- 8.2.2 any indirect or consequential loss;
- 8.2.3 loss resulting from the liability of you to any other person;
- 8.2.4 any action, inaction or default by the Local Electricity Network Operator, Transporter or a Service Provider, including the Local Electricity Network Operator or Transporter De-energising any Supply Point.

8.3 Nothing in this Deemed Supply Contract shall exclude or limit the liability of either Party to the other for:

- 8.3.1 death or personal injury resulting from negligence;
- 8.3.2 any obligation owed by either Party under the Act to the extent only that the Act expressly prevents any limitation of liability for failure to perform that obligation; or
- 8.3.3 any obligation to pay monies due under this Deemed Supply Contract or under any liability arising from any indemnity contained in this Deemed Supply Contract.

8.4 We shall pay to you any monies we receive from the Transporter which are specifically paid to us by the Transporter for the purpose of refunding you pursuant to the terms of the Industry Agreements.

8.5 Where any of the Industry Agreements requires the Transporter and/or us to do anything which may affect the supply of electricity to the Supply Points, neither we nor the Transporter shall have any liability for any loss or damage suffered by you for complying with that requirement.

8.6 The rights and remedies provided for by this Supply Contract are exhaustive, and exclude and replace all substantive (but not procedural) rights or remedies expressed or implied by law.

## 9 Force Majeure

9.1 We shall be not be liable to you for delays or failures to fulfil all or a material part of our obligations under this Deemed Supply Contract if it is directly due to Force Majeure and provided that we shall notify you within 24 hours of it occurring of its nature, its expected duration, the measures we are taking to remedy and/or mitigate the effects and when its effect ceases or is likely to cease.

9.2 Force Majeure shall not relieve you from obligations to indemnify or make payment under this Deemed Supply Contract save that, subject to clauses 9.3 and 9.4 in the event of electricity not being supplied for reasons of Force Majeure you:

- 9.2.1 shall be under no obligation to pay the Charges for a supply of electricity that is not supplied by us; and
- 9.2.2 may obtain temporary supplies of electricity to the extent of the time that the Force Majeure takes effect.

9.3 Where an event of Force Majeure results in us not being able to supply you with electricity then during that period we shall be entitled to recover from you all Charges set out as in respect of that period except for the unit rates for the electricity as set out on our website.

9.4 Where an event of Force Majeure subsists for a period exceeding 40 Days then either Party shall have the right to terminate this Deemed Supply Contract.

9.5 The Party claiming to be affected by Force Majeure shall take all reasonable measures to mitigate and/or remedy the effects of the Force Majeure as soon as possible.

## 10 Suspension, Termination and Breach

10.1 Your Supply may be interrupted or disrupted in accordance with clause 11.3.

10.2 You shall notify us of the content of any directions received from the Transporter requiring you to reduce or cease electricity consumption.

10.3 Where you fail to comply with clauses 10.1 and 10.2 you shall indemnify us in respect of all costs, losses or expenses incurred by us as a result of such breach.

10.4 We shall not be liable to you for any loss or damage arising from:

10.4.1 any Disconnection, De-energisation or restriction of supply by (a) us in accordance with clauses 10.1 to 10.3 inclusive, unless this Disconnection, De-energisation or restriction is unlawful, or (b) by the Transporter; or

10.4.2 any action taken by you in consequence of any direction given or request made by us or the Transporter, in any of the circumstances contemplated in clauses 10.1 to 10.3 inclusive.

10.5 You shall be in breach of this Deemed Supply Contract and we shall be entitled to all or any combination of the remedies set out in clause 10.6, at our absolute discretion, in the following circumstances:

10.5.1 Notwithstanding the specific circumstances set out below, if you are in repeated or material breach of any of your obligations under this Deemed Supply Contract (which shall include non-payment of a material sum of money) and within 7 Days of being given notice in writing from us of such breach you have not remedied the breach;

10.5.2 you persistently default in paying amounts due to us by the Payment Date;

10.5.3 if the credit insurance policy obtained at the start, or put in place at any time before or during, the Supply Period is withdrawn, reduced, amended, shortened or conditions which are unacceptable to us are applied, or if the credit standing, rating or scoring given to you by our credit insurer or such other credit reference agency we use from time to time to assess your creditworthiness is withdrawn, reduced, shortened or falls below a level which is acceptable to us, and any Security Deposit requested is not provided within 10 Working days of the request being made;

10.5.4 in the event that any authorisation or consent granted pursuant to the provisions of the Act terminates or is withdrawn or is amended in a manner that materially affects our ability to perform our obligations;

10.5.5 you become unable to pay your debts (as such term is defined in Section 123 of the Insolvency Act 1986) or a

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receiver, administrator, administrative receiver or liquidator is, or applies to be, appointed over any of your assets or you enter into any arrangement with your creditors, or where any such appointment or arrangement terminates or ceases;

- 10.5.6 you unlawfully interfere with a meter or Supply Point;
- 10.5.7 the Transporter is entitled to and/or has already acted pursuant to powers under the Act to discontinue the transportation of electricity to you at any of the Supply Points; or
- 10.5.8 any relevant Licence, permission or consent, which permits the Supply, terminates or is revoked.
- 10.6 Where you are in breach of the terms of this Deemed Supply Contract in accordance with any of the provisions of clause 10.5 then we shall be entitled to all or any combination of the following remedies, namely to:
- 10.6.1 arrange for the Supply Points (or any one or combination of the Supply Points) to be Disconnected or De-energised immediately (and we shall be entitled to exercise Access Rights in doing so) and while any breach persists we shall be entitled to Disconnect or De-energise Supply Points on more than one occasion, together with being entitled to recover from you the costs incurred in such Disconnections or De-energisations;
- 10.6.2 terminate this Deemed Supply Contract for any or all of the Supply Points under the Deemed Supply Contract immediately on written notice to you;
- 10.6.3 recover from you and shall be indemnified by you for all costs and losses incurred as a result of such breach when terminating the Deemed Supply Contract or Disconnecting or De-energising all or any of the Supply Points pursuant to clauses 10.6.1 and 10.6.2;
- 10.6.4 vary the product so as to mitigate our risk including, but not limited to, restricting your right to purchase forward until such time as any breach is remedied;
- 10.6.5 increase our Charges so as to reflect any increased risk and/or unavoidable costs to us;
- 10.6.6 invoice you on a weekly basis, thereby varying the Invoicing Period; and
- 10.6.7 request a Security Deposit to be provided within 21 Days of such a request.
- 10.7 The termination of this Deemed Supply Contract and/or the termination of the Supply to any Supply Point shall not affect any rights or obligations, which may have accrued to either Party, the Local Electricity Network Operator or the Transporter prior to the Termination Date.
- 10.8 Where a Supply Point has been Disconnected or De-energised, we will resume any Supply provided you pay in advance all reconnection or re-energisation charges and any other costs which we notify you will be reasonably incurred by us and all other conditions are met and outstanding sums are paid in full.

## 11 Terms of Supply

- 11.1 Subject to clauses 9, 10, and 12 the Supply will be provided at your Supply Point. The Supply to a Supply Point is delivered

through infrastructure operated by third parties (such as the Local Electricity Network Operator and the Transporter).

- 11.2 Except to the extent otherwise expressly agreed in writing by your Local Electricity Network Operator and/or the Transporter, clauses 11.3 to 11.12 shall apply.
- 11.3 The Local Electricity Network Operator and/or the Transporter will maintain, and may interrupt, and shall be entitled to cut off any connection to a Supply Point in accordance with and subject to the provisions of the Acts and any other legal requirements or rights that apply from time to time (including those arising under any code or agreement with which the Local Electricity Network Operator and/or the Transporter is respectively obliged by its distribution/transmission licence to comply) and Force Majeure shall apply.
- 11.4 Neither the Local Electricity Network Operator nor the Transporter guarantee that they will deliver electricity to the connection at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.
- 11.5 The obligations of the Local Electricity Network Operator and/or the Transporter under this Deemed Supply Contract are subject to the Maximum Supply Capacity and any other design feature of your connection.
- 11.6 You must contact the Local Electricity Network Operator and/or the Transporter in advance if you propose to make any significant change to your Maximum Supply Capacity, connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect the Local Electricity Network Operator's electricity distribution system or the Transporter's electricity transmission system or require alterations to your connection.
- 11.7 The Local Electricity Network Operator and/or the Transporter shall not be liable to you under this Supply Contract or otherwise for any loss or damage which is:
- 11.7.1 beyond the reasonable control of the Local Electricity Network Operator and/or the Transporter; or
- 11.7.2 consequential or indirect or arises from or amounts to Economic Loss.
- 11.8 The Local Electricity Network Operator and the Transporter will only be liable to you in accordance with the limitations in this clause 11 and up to a maximum of £100,000 per calendar year.
- 11.9 Clauses 11.7 and 11.8 will continue to apply regardless of the termination of this Supply Contract.
- 11.10 The terms of this clause 11 will be changed automatically to incorporate any changes that are approved and published by the Authority.
- 11.11 The Local Electricity Network Operator or the Transporter shall be entitled and have the ability to enforce the provisions of this clause 11 by virtue of the Agreements (Rights of Third Parties) Act 1999 and such clauses may not be varied without the prior written consent of the Local Electricity Network Operator or Transporter respectively. No other person shall be entitled to enforce any terms of this Deemed Supply Contract under that act.
- 11.12 Any Supply Point that has a direct connection to the transmission system will be governed by the applicable

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industry codes and terms of your connection agreement with National Grid plc.

### 12 Good Quality CHP & Renewable Supply

12.1 The following definitions shall apply to this clause:

“**Averaging Period**” means as is given in paragraph 20 of Schedule 6 of the Finance Act 2000;

“**Climate Change Levy**” means as set out and defined in the Finance Act 2000 and all and any subsequent amending legislation from time to time;

“**Good Quality CHP**” means electricity produced in a combined heat and power station that is exempt from the Climate Change Levy in accordance with paragraph 20A of Schedule 6 of the Finance Act 2000;

“**Levy Exempt Energy**” means electricity generated from Renewable Energy sources (sources other than fossil fuel) or Good Quality CHP that is exempt from the Climate Change Levy;

“**Renewable Energy**” means electricity generated from “eligible renewable electricity sources” as set out in and defined from time to time in the Renewables Obligation Order.

12.2 We reserve the right to supply a proportion (any absolute volume or percentage) of your requirements for a Supply with Good Quality CHP, Levy Exempt Energy or Renewable Energy. Where we do so, we shall include in the Charges an amount equivalent to the Climate Change Levy due on such supplies plus any other amount as agreed in writing between you and us.

12.3 The amount of Renewable Energy supplied by us in each Averaging Period shall not exceed the difference between:

12.3.1 the total amount of Renewable Energy acquired or generated by us during that period; and

12.3.2 so much of that amount as is allocated by us otherwise than to supplies of Renewable Energy made by us in that period.

12.4 The amount of Good Quality CHP supplied by us in each Averaging Period shall not exceed the difference between:

12.4.1 the total amount of Good Quality CHP acquired or generated by us during that period; and

12.4.2 so much of that amount as is allocated by us otherwise than to supplies of Good Quality CHP made by us in that period.

12.5 We make the declarations in clauses 12.3 and 12.4 pursuant to paragraphs 19 (1) B and 20A (3) of the Finance Act 2000. Such declarations impose no obligations upon you.

### 13 General Terms

13.1 We may keep a record of e-mails and any messages you or we send and record telephone conversations.

13.2 The Parties shall not, at any time during or after the Deemed Supply Contract, divulge to any person other than any of its or their respective officers or employees who require the same to enable them to properly carry out their duties, any of the contents of this Deemed Supply Contract or any other confidential information, trade secrets or information whose

disclosure is likely to adversely affect a Party's commercial or economic interests, without the written consent of the other Party other than to the extent:

13.2.1 required by law except where disclosure is in response to a request for information made to you under either the Freedom of Information Act 2000 (FOI) or the Environmental Information Regulations 2004 (EIR) (an “information request”); or

13.2.2 it is already in the public domain other than by reason of a breach.

13.3 If you receive an information request responding to which might include disclosing any of the details of this Deemed Supply Contract or our information without prejudice to clause 13.2, prior to disclosure, you shall notify us immediately and apply all relevant exemptions permissible under the FOI or the EIR (as applicable) to resist disclosure.

13.4 If the Euro is introduced as mandatory legal tender in the United Kingdom, then all invoicing and payment shall be amended to Euros in line with government timetables and Sterling values will be converted using the prescribed rates.

13.5 Neither Party will assign or hold on trust for any person (other than a 100% owned subsidiary) the whole or any part of this Supply Contract without the prior written consent of the other; such consent will not be unreasonably withheld or delayed.

13.6 Subject to the provisions of clause 11.11, this Deemed Supply Contract does not create any right enforceable by any person who is not a Party.

13.7 No waiver by a Party of any default by the other shall operate or be binding unless made in writing.

13.8 If any provision of this Deemed Supply Contract shall be declared invalid, unenforceable or illegal it shall not prejudice or affect the remaining provisions of this Supply Contract, which shall continue in full force and effect.

13.9 Any notice or communication required under this Deemed Supply Contract from you to us shall be by any one or more of the following methods and shall be deemed effective as set out below:

13.9.1 facsimile transmission to 0113 245 7921, marked for the attention of “Contract Management” – notice is deemed effective on completion of transmission, provided that a copy of the notice is also sent by first class mail recorded delivery on the same working day;

13.9.2 first class mail to “Contract Management, GDF SUEZ Energy UK, P.O Box 215, Leeds, LS11 1BX” - notice is deemed effective two Working Days after despatch;

13.9.3 recorded delivery to our registered office marked for the attention of “Contract Management” - notice is deemed effective two Working Days after despatch; or

13.9.4 email to the following email address - contractmanagement@gdfsuezuk.com – notice is deemed effective two Working Days after despatch.

13.10 This Deemed Supply Contract constitutes the entire agreement between both Parties.

## General Terms & Conditions

- 13.11 We may amend this Deemed Supply Contract, the Terms and Conditions and the Charges at our absolute discretion from time to time by publishing changes on our website.
- 13.12 We and you hereby acknowledge and confirm that this Deemed Supply Contract has not been entered into in reliance on any representation, warranty or other undertaking. Nothing excludes the liability of either Party for any fraudulent misrepresentation.
- 13.13 Any rights or remedies arising from this Deemed Supply Contract do not preclude any rights or remedies provided by law.
- 13.14 This Deemed Supply Contract shall be construed and governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.
- 13.15 If any Party wishes to pursue a dispute with the other then where mediation is agreed the procedures of the Centre for Dispute Resolution ("CEDR") shall apply where arbitration is agreed, the Rules of the London Court of Arbitration shall apply.
- 13.16 Any Supply Point that falls within an Independent Network and any terms and definitions contained within this Deemed Supply Contract relating to such Supply Point shall be dealt with in accordance with the Industry Agreements.