

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 Gas Act 1986 as amended by the Gas Act 1995 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;

“**Charges**” means the rates and charges published on our website from time to time, which shall comprise (a) charges for the gas 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 actual meter readings from each Supply Point received by us from you, National Grid plc or a meter reading agent during the Supply Period showing the actual consumption of gas in respect of each Supply Point;

“**Day**” means a period of twenty-four (24) hours beginning at 06:00 hours on each day;

“**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;

“**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;

“**End User Category (EUC)**” means the group that each NDM Supply Point is placed in by the Transporter for demand attribution and invoicing purposes;

“**Equipment**” means any meters, data loggers, mains, pipes, telecommunications, automated meter readers or other equipment provided for the purpose of supplying and ascertaining the quantity of gas 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 significant part of their obligations under this Deemed Supply Contract, excluding strikes, lockouts, labour disputes, changes to economic conditions and lack of funds;

“**Industry Agreements**” means:

- The Uniform Network Code;
- The Short Form Code; and
- Any agreements into which it has been necessary for us to enter in order to supply gas;

“**Industry Laws**” means any legally binding obligations imposed on us and other authorised gas suppliers under the Licence, the Industry Agreements or any other code agreement or arrangement which we

and other authorised gas 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 gas in accordance with standard condition 8 of the Standard Conditions of Gas Supply Licence (Obligations under Last Resort Supply Direction);

“**Licence**” means any Transporter's Licence, our Shipper's Licence or our Supplier's Licence;

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

“**Metering Costs**” means a component 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;

“**Offtake Point**” means the outlet of any control valve at any Supply Meter 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;

“**Pipeline System Emergency**” means where circumstances apply that are not deemed to be a Force Majeure event and are such that in the opinion of the Transporter:

- (a) the safety of the pipeline system is significantly at risk;
- (b) the safe conveyance of gas by that system is significantly at risk; or
- (c) gas conveyed by that system is at such a pressure, or of such a quality, as to constitute, when supplied to premises, a danger to life or property,

and that opinion is not manifestly unreasonable.

“**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;

“**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 meter reading agent, meter asset manager, meter asset provider or automated meter reader provider;

“**Short Form Code**” means the document which details individual distribution network operators' transportation arrangements to the extent that these differ from those set out in the Uniform Network Code;

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

“**Supply**” means the provision of gas 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;.

“**Supply Point Capacity**” means the maximum volume, expressed in kWh, that each Supply Point can accept by way of a volume of gas at any given time which is historically set prior to the Start Date of this Deemed Supply Contract;

“**Supply Meter Point**” has the meaning given to such expression in the Industry Agreements (including both Daily Metered (DM) and Non-Daily Metered (NDM) Supply Meter Points);

“**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;

“**Transporter**” means National Grid plc, any Service Provider or any other person or body licensed under the Act to transport gas and which transports gas in connection with this Deemed Supply Contract;

“**Transportation Costs**” means a component of the Charges, comprising those charges payable to the Transporter for (a) fixed capacity and customer charges, (b) Meter Reading Costs and (c) variable throughput charges as applicable from time to time under the Industry Agreements and specified as “Fixed” or “Pass Through” in the Quotation Document;

“**Uniform Network Code**” means the agreement as modified from time to time between the Transporter and gas shippers which sets out the commercial terms for gas transportation services applying in respect of the national transportation system, to which we are a Party;

“**We**” or “**us**” means GDF SUEZ Energy UK, the trading name of GDF SUEZ Sales Limited (Registered No. 3814495) 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 gas 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 gas industry generally.

2.4 Should any conflict arise between the content of this Deemed Supply Contract and the Uniform Network Code/ Short Form code then the Uniform Network Code/ Short Form code 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; or

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 there is a co-operative agreement with the new supplier that they have registered the Supply Meter Point in error.

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 gas shall pass to you at the Offtake Point;
- 4.1.2 the quantity of gas in kWh supplied under this Deemed Supply Contract shall be calculated in accordance with section 12 of the Act;
- 4.1.3 the volume of gas supplied shall be measured and corrected for pressure and temperature in accordance with the gas (Calculation of Thermal Energy) Regulations 1996;
- 4.1.4 you shall use gas supplied under this Deemed Supply Contract so that it does not interfere with the efficient and safe supply of gas to other consumers;
- 4.1.5 you shall always contact us in writing at the contact details set out in clause 11.9 below and any failure to do so shall make any attempted written contact invalid; and
- 4.1.6 on an ongoing basis you will provide us with up to date emergency telephone and facsimile numbers clearly identifying personnel who can be contacted at any time for the purposes of reporting or facilitating a response to any emergency at any Supply Point.
- 4.2 Without prejudice to any other term of this Deemed Supply Contract, you shall notify us as soon as reasonably practicable of your anticipated levels of consumption or any likely material change in your consumption of gas (including periods of zero consumption for any Supply Meter Point) or your Supply Point Capacity details in respect of any Supply Points under this Deemed Supply Contract.
- 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 gas at any Supply Point during the term of this Deemed Supply Contract whilst you continue to lease, occupy or own such Supply Point then,

until such time as the Supply Point is disconnected or de-energised you shall indemnify us in respect of:

- 5.3.1 all ongoing Transportation, Metering and other ancillary costs associated with such Supply Point;
- 5.3.2 all disconnection or de-energisation costs where you instruct us to disconnect or de-energise the Supply Point.
- 5.4 If gas 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 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 Consumption Data using validated meter readings. 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 but not obliged to issue Reconciliation Invoices.
- 6.9 Where one or more elements of the Charges (including but not limited to Transportation Costs and Metering Costs) 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 Transportation Costs and Metering Costs are still payable by you for any Supply Points that remain connected but are not using gas.
- 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

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are incurred by us in supplying the gas 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;
- 6.11.2 where there is an increase to our cost of supply (including but not limited to Transportation Costs or distribution costs) 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 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:
- 6.11.4 safety issues or investigations in connection with any of the Supply Points; and/or
- 6.11.5 any Supply Point being (or becoming known to be) reclassified or redesignated as daily metered;
- 6.11.6 where any supply point ratchet charges arise from the Supply Point Capacity being exceeded or exit capacity overrun charges arise, which shall be payable monthly in arrears by you upon us notifying you of those charges arising;
- 6.11.7 where the demand pattern of an NDM Supply Point is inconsistent with the End User Category assigned by the Transporter such that the Transporter assigns a different End User Category;
- 6.11.8 where our costs increase due to changes to the method for apportioning the NDM error across different categories of consumer.

7 Meters and Equipment

- 7.1 You shall ensure that every meter installed at the Supply Points is kept in proper order for registering the quantity of gas supplied to each Supply Point
- 7.2 You warrant that meters installed at the Supply Points are stamped in accordance with Section 17 of the Act. You shall inform us immediately if you know, or have reason to believe, that any meters are no longer stamped.
- 7.3 We shall take reasonable steps to make arrangements for the reading of the meters in accordance with normal reading cycles notified to you.
- 7.4 Subject only to clause 4.1, the register of a meter shall be conclusive evidence of the quantity of gas supplied through that meter.
- 7.5 If, in accordance with the relevant provisions of the Act, either Party requires a meter examiner to examine any meter provided for the purposes of ascertaining the quantity of gas supplied under this Deemed Supply Contract, then where the Meter when so examined is found to register inaccurately to a degree exceeding that permitted by regulations under the said provision:

- 7.5.1 the meter shall be assumed to have registered inaccurately to the degrees so found since the penultimate date on which (otherwise than in connection with the examination) the Meter was read or some other date as determined for this purpose under the relevant regulations except in a case where it is proved to have begun to register inaccurately as described on some later date; and
- 7.5.2 the amount of allowance to be made to, or the surcharge to be made on you as a result of the inaccurate registration shall be paid to or by you within fifteen (15) Days of notification of the adjustment.
- 7.6 If a meter is removed for examination, the expenses incurred in removing, examining and re-installing the meter or substituting meter, shall be paid by you.
- 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 cutting off or discontinuing the supply of gas 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 and shall also comply with the RGMA (Review of Gas Meter Arrangements), including but not limited to the requirement to provide file flows and information relating to any changes of Equipment.
- 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 relevant meter 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 gas 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 Equipment may be installed up to and/or beyond the Offtake Point, which shall remain the property of the Transporter. You shall pay agreed contributions towards installation, maintenance, inspection, operation and renewal of all or part of the Equipment belonging to the Transporter without being able to claim any rights of ownership.
- 7.13 You shall properly maintain and be responsible for all pipes and apparatus and their safety.
- 7.14 You shall provide protection for the Transporter's Equipment against damage by weather, physical damage and third party interference.

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- 7.15 You shall provide to the Transporter, free of charge, supplies of power, water and drainage as are required for the Transporter's equipment.
- 7.16 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.
- 7.17 You shall report any escape or suspected escape of gas to 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.
- 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; or
- 8.2.4 any action, inaction or default by the Transporter or a Service Provider.
- 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 the Uniform Network Code/ Short Form code requires the Transporter and/or us to do anything, which may affect the supply of gas 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 Deemed 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 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 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 gas 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 gas that is not supplied by us; and
- 9.2.2 may obtain temporary supplies of gas 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 gas then during that period we shall be entitled to recover from you the Transportation Costs and Metering Costs in respect of that period.
- 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.

10 Suspension, Termination and Breach

- 10.1 Notwithstanding any provision of this Deemed Supply Contract, for the duration of a Pipeline System Emergency we shall be entitled, at the request of the Transporter or any person authorised under Section 7A(2) of the Act to make arrangements for the conveyance of gas to the Supply Points, to discontinue the supply of gas to any Supply Point.
- 10.2 Notwithstanding any other provision of this Deemed Supply Contract, if we are given a direction under Section 2(i)(b) of the Energy Act 1976 prohibiting or restricting the supply of gas, then, for the purposes of or in connection with the direction, we may discontinue or restrict the supply of gas to the Supply Points and you shall comply with such directions until further notice from us.
- 10.3 You shall comply with any directions made by us or the Transporter for the purposes of:
- 10.3.1 averting or reducing danger to life or property; or
- 10.3.2 securing against or reducing any risk to the safety of a pipeline system used for the conveyance of gas.
- 10.4 You shall notify us of the content of any directions received from the Transporter requiring you to reduce or cease gas consumption.
- 10.5 Where you fail to comply with clauses 10.3 and 10.4 you shall indemnify us in respect of all costs, losses or expenses incurred by us as a result of such breach.
- 10.6 We shall not be liable to you for any loss or damage arising from:
- 10.6.1 any disconnection or restriction of supply by (a) us in accordance with clauses 10.1 to 10.4 inclusive, unless this disconnection or restriction is unlawful, or (b) by the Transporter; or
- 10.6.2 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 10.4 inclusive.

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- 10.7 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 10.8, at our absolute discretion, in the following circumstances:
- 10.7.1 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;
- 10.7.2 you persistently default in paying amounts due to us by the Payment Date;
- 10.7.3 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;
- 10.7.4 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;
- 10.7.5 you become unable to pay your debts (as such term is defined in Section 123 of the Insolvency Act 1986) or a 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;
- 10.7.6 you unlawfully interfere with a meter or Supply Point;
- 10.7.7 the Transporter is entitled to and/or has already acted pursuant to powers under the Act to discontinue the transportation of gas to you at any of the Supply Points; or
- 10.7.8 any relevant Licence, permission or consent, which permits the Supply, terminates or is revoked.
- 10.8 Where you are in breach of the terms of this Deemed Supply Contract in accordance with any of the provisions of clause 10.7 then we shall be entitled to all or any combination of the following remedies, namely to:
- 10.8.1 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 while any breach persists we shall be entitled to disconnect Supply Points on more than one occasion, together with being entitled to recover from you the costs incurred in such disconnections;
- 10.8.2 terminate this Deemed Supply Contract for any or all of the Supply Points under the Deemed Supply Contract immediately on written notice to you;
- 10.8.3 recover from you and shall be indemnified by you for all costs and losses incurred as a result of such breach when terminating this Deemed Supply Contract or removing or disconnecting all or any of the Supply Points pursuant to clauses 10.8.1 and 10.8.2;
- 10.8.4 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;
- 10.8.5 increase our Charges so as to reflect any increased risk and/or unavoidable costs to us;
- 10.8.6 invoice you on a weekly basis, thereby varying the Invoicing Period; and
- 10.8.7 request a Security Deposit to be provided within 21 Days of such a request.
- 10.9 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 prior to the date of termination.
- 10.10 Where a Supply Point has been disconnected, we will resume any Supply provided you pay in advance all reconnection 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.
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- 11.1 We may keep a record of e-mails and any messages you or we send and record telephone conversations.
- 11.2 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:
- 11.2.1 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
- 11.2.2 it is already in the public domain other than by reason of a breach.
- 11.3 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 11.2, 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.
- 11.4 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.
- 11.5 Neither Party will assign or hold on trust for any person (other than a 100% owned subsidiary) the whole or any part of this Deemed Supply Contract without the prior written consent of the other; such consent will not be unreasonably withheld or delayed.
- 11.6 This Deemed Supply Contract does not create any right enforceable by any person who is not a Party.

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- 11.7 No waiver by a Party of any default by the other shall operate or be binding unless made in writing.
- 11.8 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 Deemed Supply Contract, which shall continue in full force and effect.
- 11.9 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:
- 11.9.1 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 ;
- 11.9.2 first class mail to "Contract Management, GDF SUEZ Energy UK, P.O Box 215, Leeds, LS11 1BX" - notice is deemed effective two normal Working Day s after despatch;
- 11.9.3 recorded delivery to our registered office marked for the attention of "Contract Management" - notice is deemed effective two normal Working Day s after despatch; or
- 11.9.4 email to the following email address - contractmanagement@gdfsuezuk.com - notice is deemed effective two normal Working Day s after despatch.
- 11.10 This Deemed Supply Contract constitutes the entire agreement between both Parties.
- 11.11 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.
- 11.12 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.
- 11.13 Any rights or remedies arising from this Deemed Supply Contract do not preclude any rights or remedies provided by law.
- 11.14 This Deemed Supply Contract shall be construed and governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.
- 11.15 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 or where arbitration is agreed, the Rules of the London Court of Arbitration shall apply.
- 11.16 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.