



Deemed Gas Supply Contract

General Terms & Conditions

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1 Definitions

The following definitions shall apply to this Deemed Supply Contract:

“Access Rights” means our right or our subcontractors' or agents' right to all reasonable access to all Supply Points (subject only to your reasonable requirements as to health and safety and site security) at any time;

“Act” means the Gas Acts and any regulations made hereunder, both as amended or re-enacted from time to time;

“Associated Companies” means any wholly owned subsidiary of ENGIE Supply Holding UK Limited, including ENGIE Power Limited, ENGIE Gas Limited and ENGIE Gas Shipper Limited;

“AMR device(s)” means the device used to obtain electronic Consumption Data from your Equipment;

“Annual Quantity” or “AQ” means the volume of gas expressed in kWh which reflects the historical consumption at any Supply Point as recorded and held by Xoserve;

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

“Capacity Charge” means the charges payable to the Transporter in relation to the exit capacity required by any Supply Point, including in respect of those Supply Points connected directly to the National Transmission System;

“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, including for the avoidance of doubt, Meter Reading Costs, 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 the Equipment received by us from you, or the appointed Service Provider, during the Supply Period showing your actual consumption of gas in respect of each Meter Point;

“Deemed Supply Contract” means the Charges together with these Terms and Conditions, each which may be supplemented or amended by us on our Website from time to time;

“Disconnect” means the permanent disconnection of any structure, switchgear, equipment, line or device used by you at the Supply Point from the Transportation System and **“Disconnection or Disconnected”** shall be construed accordingly;

“Domestic Sites” means any premises occupied as a private dwelling (including any garden, yard, garage, outhouse, or other appurtenance of such premises which is not used in common by the occupants of more than one such dwelling). Where this definition is used to apply to Supply Points located in Scotland, such definition shall be extended to include the word “stair”;

“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. For the avoidance of doubt, our margin and administration fee are not Economic Losses and shall not be construed as such;

“End User Category (EUC)” means the group that each Non-Daily Metered (NDM) Meter Point is placed in by the Transporter for demand attribution and invoicing purposes;

“Equipment” means any meters, smart meters, data loggers, mains, pipes, telecommunications, AMR device 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 a significant part of their obligations under this Deemed Supply Contract, but excluding strikes, lockouts, labour disputes, changes to economic conditions and lack of funds;

“Gas Acts” means the Gas Act 1986 as amended by the Gas Act 1995;

“Independent Network” means any supply network where the Supply Point is not directly connected to the National Transmission System;

“Industry Agreements” means:

- The Uniform Network Code;
- the Short Form Code; the Independent Gas Transporters' (IGT) Codes;
- our Licence(s);
- the Act; and
- any other code, agreement or legally binding obligation imposed on us, or into which it is or becomes 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 Industry Agreements or any other code agreement or arrangement which we and other authorised gas suppliers are obliged by the Acts, Industry Agreements or any Licence to be a party to or to comply with;

“Invoice(s)” means the invoices we shall issue to you under this Deemed Supply Contract, including reconciliation invoices issued in accordance with Clause 6.1;

“Invoicing Date” means the date on which we shall issue the Invoices to you;

“Isolate” means the securing of a Meter Point so that gas cannot be off-taken from the Transportation System at that point; and **“Isolation”** shall be construed accordingly;

“Licence” means any Transporter’s Licence, Shipper’s Licence or Supplier’s Licence; and **“Licensed”** shall be construed accordingly;

“Meter Point” has the meaning given to such expression in the Industry Agreements (including both Daily Metered (DM) and Non-Daily Metered (NDM) Meter Points) and identified by a specific Meter Point Reference Number (**“MPRN”**);

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

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

“Micro Business Consumer” means a company supplied or requiring to be supplied with gas or electricity at non-domestic sites which has any or all of the following; (i) an annual consumption of electricity of not more than 100,000 kWh; or (ii) an annual consumption of gas of not more than 293,000 kWh; or (iii) fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding €2 million;

“Micro Business Terms” means the additional terms and conditions which will be appended to this Deemed Supply Contract and applicable to the Supply where you are a Micro Business Consumer;

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

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

“Payment Date” means the date fourteen (14) days from the date of any Invoice issued by us to you;

“Payment Method” means by means of direct debit, or as otherwise set out on your Quotation Document;

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

- (a) the safety of the Transportation System is significantly at risk;
- (b) the safe conveyance of gas by that Transportation System is significantly at risk; or
- (c) gas conveyed by that Transportation 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; (a) the Charges which ought to have been levied; and (b) 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;

“Registered Supplier” means a gas supplier licensed under the Act and registered with the Authority;

“Relevant Transfer Date” means:

- (a) the day after the day on which you enter into an gas supply contract with any Registered Supplier; or
- (b) if after entering into an gas supply contract there is a period of time within which you may decide not to proceed with the contract (a **“Cooling Off Period”**), the earlier of –
 - (i) the day after the day on which that Cooling Off Period ends;
 - (ii) fourteen (14) days after the day on which you entered into the new gas supply contract.

For the avoidance of doubt there is no such Cooling Off Period applicable to this Deemed Supply Contract and your entry into this Deemed Supply Contract is set out at Clause 3.1.

“Security Deposit” means at our option either (i) a cash amount, together with you and us entering into a deposit agreement in a form acceptable to us; or (ii) a letter of credit from such financial institution and in such form of wording as is acceptable to us; or (iii) such other form of security as we may request or accept, including any form of third party guarantee or indemnity; or (iv) a pre-payment or other form of payment plan and in the case of (i) to (iii) inclusive, in an amount which we reasonably consider would constitute the Charges for four (4) calendar months

calculated on a reasonable estimate of consumption. Where we initially choose (ii) – (iv) inclusive above but are not satisfied with the form of wording or institution proposed by you, then we may alternatively invoke (i) above;

“Service Provider” means any meter reading agent, data collector, meter operator, meter asset maintainer, meter asset provider, data aggregator, automated meter reader providers and any other third party appointed to act for or on behalf of either Party;

“Start Date” means the date on which you intend to start to receive Supply and as further set out in Clause 3.1;

“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 Meter Points at the same location where we are the Registered Supplier in order to be able to provide a Supply to you in accordance with this Deemed Supply Contract;

“Termination Date” means the date on which 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 as amended by us and published on the Website from time to time;

“Transporter” means either National Grid plc, the Distribution Network Owners (DNOs), the Independent Gas Transporters (IGTs), any Service Provider and/or any other person or body Licensed 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 or as otherwise notified to you as payable during the Supply Contract from time to time;

“Transportation System” means any pipeline and equipment system or network through which gas is transported by a Transporter, including the National Transmission System and any Independent Network;

“Unidentified Gas Cost” means the costs that are levied on us in respect of gas which is taken off the Transportation System and not directly attributed to or paid by any specific shipper;

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

“Website” means our website at business.engie.co.uk or such other address as we notify you of in writing in each case and updated or amended from time to time;

“We/us/our” means ENGIE Gas Limited (Registered No. 3814495) whose registered offices are at No 1 Leeds, 26 Whitehall Road, Leeds, West Yorkshire LS12 1BE;

“Working Day” means Monday to Friday inclusive but excluding Bank Holidays in England;

“you” or “your” means the person or organisation who has received the Supply at the Supply Point and has thereby become a Party to this Deemed Supply Contract.

2 Interpretation

- 2.1 References to statutory or regulatory provisions or Industry Agreements or Industry Laws include any amendments, variations, consolidations or replacements, regulations made there under, re-instatements or re-enactments made from time to time.
- 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/ Industry Laws; 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 Industry Agreements then the Industry Agreements or Industry Laws 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.
- 2.6 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

3 Contract Period

Commencement and Duration of this Deemed Supply Contract

- 3.1 This Deemed Supply Contract binds both Parties from the date you take ownership, control or occupation of the Supply Point and shall

not terminate in relation to the Supply Point until such time as:

- 3.1.1 you enter into an express formal gas supply 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.

Transfer of Supply

- 3.2 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 an alternative Registered Supplier attempts to register a single Meter Point where we are the registered supplier for one or more related Meter Points.
- 3.3 Where we do not enter an objection of the type detailed in Clause 3.2, or where we do enter an objection when that objection is removed, we shall co-operate with any new supplier to enable the transfer to be completed within twenty one (21) days of the Relevant Transfer Date unless:
 - 3.3.1 you request that the transfer takes place over a longer time period; or
 - 3.3.2 you withdraw your request for a transfer by notifying the new supplier that you do not wish to switch to that supplier; or
 - 3.3.3 one or more of the conditions in Clause 3.4 applies.
- 3.4 The conditions applicable to Clause 3.4 are that, on or after the Relevant Transfer Date:
 - (a) We do not have all of the information required in order to complete the transfer and:
 - (i) we have taken all reasonable steps to obtain the missing information from you and you have not provided that information, or the information you provided is incorrect; and
 - (ii) that information is not readily available to us from another source; or
 - (b) we are prevented from completing the transfer in accordance with this Clause 3.4 due to any other circumstance caused by you.
- 3.5 We will not charge you for the transfer of the Supply Point to a new Registered Supplier. However, and for the avoidance of doubt, all other Charges due under the terms of this Deemed Supply Contract will be and will remain due and payable on the transfer of the Supply Point.
- 3.6 Where you fail or refuse to enter into an express formal gas supply contract with us, or to transfer your supply to an alternative Registered 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 or Isolated immediately (and we shall be entitled to exercise Access Rights in doing so) and recover from you all costs incurred in such Disconnection or Isolation.

4 Your Consumption Information and other obligations

- 4.1 You acknowledge and 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 where you fail to provide us with regular actual readings from your Meter, we shall be entitled to rely on estimated Meter reads for the purposes of calculating your Invoices, including any associated Reconciliation invoices;
 - 4.1.5 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;
 - 4.1.6 you will provide with us with an up to date emergency telephone number clearly identifying personnel who can be contacted at any time for the purposes of reporting or facilitating a response to any emergency at a Meter Point;
 - 4.1.7 the Supply shall be for your consumption during the Supply Period and that you shall not on-supply any third party, without our prior written consent.

5 Supply Points

Removal of 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 you have provided us with:
 - 5.1.1 at least forty five (45) days' notice in writing; and

- 5.1.2 written details of the Meter reading at the date of removal (having regard to the timescales in Clause 5.1.1), valid contact details for the new or remaining lessee, lessor, owner or occupier of the Supply Point, including full address and contact and satisfactory evidence of this change.
- 5.2 Notwithstanding the notice requirements in Clause 5.1 above, this Deemed Supply Contract shall remain in full force and effect with respect to all Supply Points 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 and until we have provided our written consent to such removal.

Discontinuance of Supply

- 5.3 If you wish to discontinue consumption of gas at any Supply Point during the Supply Period whilst you continue to lease, occupy or own such Supply Point then you shall indemnify us in respect of:
- 5.3.1 all on-going Transportation Costs, Metering Costs, Meter Reading Costs and other ancillary costs associated with such Supply Point, including those accruing to the Supply Point after Disconnection or Isolation;
- 5.3.2 all Isolation and Disconnection costs; and
- 5.3.3 all of our costs and losses incurred as a result of the Isolation, Disconnection or meter removal.
- 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 sole discretion, arrange for the Disconnection or Isolation and/or removal of the Equipment at that Supply Point and you shall indemnify us for a reasonable administration fee and all costs incurred by such Disconnection or Isolation and/or removal.

Domestic Sites

- 5.5 You acknowledge and accept that:-
- 5.5.1 we will not accept the addition of any Domestic Site to the Deemed Supply Contract; and
- 5.5.2 we will not accept the removal of a Supply Point from the Deemed Supply Contract under Clause 5.1 if the site would thereafter be a Domestic Site and/or if the new owner, occupier or lessee would be a domestic customer;
- 5.5.3 we will not accept any change to the use and/or ownership of any Supply Point included in the Deemed Supply Contract to a Domestic Site; and
- 5.5.4 in the case of Clauses 5.5.2 and 5.5.3, you will remain liable for the Charges and all and any other costs associated with that Supply Point as if it were and remained in your commercial and/or industrial use and ownership.

Micro Business Consumer

- 5.6 You shall notify us immediately after the Start Date as to whether you are a Micro Business Customer and keep us notified on an on-going basis.

6 Charges and Payment

- 6.1 You shall be invoiced on the basis of Consumption Data (available at the time, subject to Clause 6.10) 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 detailed in the Invoices without set off, deduction or counterclaim using the Payment Method and by the Payment Date.
- 6.3 We may at any time without notice to you, set off any of your liabilities (i) to any of our Associated Companies against any liability of us to you, whether either liability is present or future, liquidated or unliquidated and whether or not either liability exists under this Deemed Supply Contract, or (ii) Us in relation to any outstanding sum due by You pursuant to the terms of this Supply Contract against any overpayment received from You. Any exercise by us of our rights under this Clause 6.3 shall not limit or affect any other rights or remedies available to us under this Deemed Supply Contract or otherwise.
- 6.4 We shall be entitled to charge you an administration fee in respect of each Invoice if payment is not made by the agreed Payment Method, including for the avoidance of doubt, where you make payment by credit card.
- 6.5 We shall use our reasonable endeavours to send you an Invoice for the Charges once we have been notified of your occupation of the Site. Any queries regarding your Invoice should be raised within 14 days of the date of such Invoice.
- 6.6 We may (both before and after judgment) charge you interest at 4% above the Bank of England's base lending rate from time to time, compounded daily on any overdue amount. In addition, we shall be entitled to charge you administration fees and costs we incur in pursuing you in relation to overdue sums.
- 6.7 We reserve the right to charge you an administration fee on each copy Invoice you request.
- 6.8 Should you wish a purchase order number to be added to an Invoice, you must notify us by email to the email address detailed in Clause 11.10 no later than thirty (30) days ahead of the Invoice Date, failing which no purchase order number will be added to that Invoice. We shall be entitled to charge you an administration fee for the addition of a purchase order number to an Invoice.
- 6.9 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.

- 6.10 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 but not obliged to issue Reconciliation Invoices, whether during or after the end of the Supply Period. For the avoidance of doubt, this Clause 6.10 survives termination of this Deemed Supply Contract.
- 6.11 If at any time during or after the Supply Period, one or more elements of the Charges are found to have been incorrectly calculated or wrongly omitted or included in any Invoice, then we shall be entitled but not obliged to issue a Reconciliation Invoice in respect of the same. For the avoidance of doubt, this Clause 6.11 survives termination of the Deemed Supply Contract.
- 6.12 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.
- 6.13 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 gas or are levied against us including, but not limited to, where such Costs arise in the following circumstances:
- 6.13.1 from the imposition, or variation in the rate, of any gas-related tax, levy or duty;
 - 6.13.2 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;
 - 6.13.3 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 safety issues or investigations in connection with any of the Supply Points;
 - 6.13.4 any Supply Point being (or becoming known to be) reclassified or re-designated as daily metered;
 - 6.13.5 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;
 - 6.13.6 where the demand pattern of an Non Daily Metered ("**NDM**") Supply Point is inconsistent with the End User Category assigned by the Transporter such that the Transporter assigns a different End User Category;
 - 6.13.7 where our costs increase due to changes to the method for apportioning the NDM error across different categories of consumer;
 - 6.13.8 as a result of inaccurate metering equipment including programming, or due to default by the Service Provider;
 - 6.13.9 as a result of the cost of unidentified gas being passed on to gas suppliers through the Reconciliation by Difference ("**RBD**") or other mechanism; and
 - 6.13.10 where we incur charges from Service Providers in relation to removal, discontinuance or transfer of the Equipment;
 - 6.13.11 where we incur costs or loss as a consequence of error or omission by any Transporter and we are not able to recover such costs or loss from the Transporter;
 - 6.13.12 all costs whatsoever incurred by us pursuant to the terms of our Licence.
- 6.14 We will be entitled, where applicable, to include a Charge on each Invoice to reflect the Unidentified Gas Cost. We shall be entitled to issue you with a Reconciliation Invoice from time to time, whether during or after the Supply Period, where actual costs we have incurred on your behalf differ from those we have included on your Invoice over the applicable Reconciliation Period.

7 Meters and Equipment

Ownership of Equipment

- 7.1 Unless otherwise agreed with you in writing, or provided for in this Deemed Supply Contract, we do not own and are not responsible for the installation, operation, maintenance, renewal, Isolation, Disconnection or removal of any Equipment at your Supply Points.
- 7.2 Equipment may be installed up to the Offtake Point which shall remain the property of the Transporter or the Service Provider.

Appointment of Service Providers and Maintenance of Equipment

- 7.3 You shall ensure that there is a contract between you and appropriate Service Providers for each Supply Point and where no such contract is in place then we shall be entitled to appoint an alternative Service Provider and recover from you all costs and expenses incurred by us as a result of doing so.
- 7.4 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 all costs which arise from your choice of Service Provider.
- 7.5 You are responsible for maintaining the Equipment and shall ensure that throughout the Supply Period the Equipment;
- 7.5.1 meets all the appropriate standards and relevant certification requirements;
 - 7.5.2 is kept safe and secure, including from weather damage and third party interference; and
 - 7.5.3 is maintained in proper order to enable the Equipment to register the quantity of gas supplied to each Supply Point.

- 7.6 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.
- 7.7 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 to the requirement to provide file flows and information relating to any changes of Equipment.
- 7.8 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 and remains appropriate and meets the appropriate standards.
- 7.9 Subject only to Clauses 4.1.2 and 4.1.3, the register of a Meter Point shall be conclusive evidence of the quantity of gas supplied through that meter.

Examination and Removal of Equipment

- 7.10 We are entitled to require that Equipment be removed, repaired or replaced where we consider it to be damaged, incorrectly recording data or past its certification date and you shall notify us immediately where you become aware of or suspect any such circumstances.
- 7.11 If, in accordance with the relevant provisions of the Act, either Party requires a meter examiner to examine any Meter Point provided for the purposes of ascertaining the quantity of gas supplied under this Deemed Supply Contract, then where the Equipment is found to register inaccurately to a degree exceeding that permitted by the Act:-
- 7.11.1 the Meter Point 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 Point was read or some other date as determined for this purpose under the Act except in a case where it is proved to have begun to register inaccurately as described on some later date; and
- 7.11.2 you shall pay any invoice we issue or receive any credit for the additional cost or overcharge respectively established by such investigation; and
- 7.11.3 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.
- 7.12 If a Meter Point is installed, removed for examination, maintained, inspected or renewed, any expenses we incur in removing, examining and re-installing the Equipment or substituting the Equipment shall be paid by you upon receipt of Invoice. You acknowledge and agree that this will not entitle you to claim any rights of ownership over that Equipment.
- 7.13 You shall allow the Access Rights without charge to enable us, our agents or the Service Provider to undertake the actions outlined at Clause 7.12 above and we shall give you reasonable notice (except in the case of emergencies when notice will not be required) of our intention to enter your site to enable us install, maintain, operate, inspect or renew the Equipment or for the purposes of Isolating or Disconnecting the Supply.
- 7.14 We shall, at your cost, make any necessary arrangements with the Transporter or any relevant Service Provider for the installation, operation, maintenance, renewal, Isolation, Disconnection or removal of the Equipment.
- 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 either Party to any other person; or
- 8.2.4 any action, inaction or default by the Transporter or a Service Provider, including in the Disconnection or Isolation of 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;
- 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; or

- 8.3.4 its fraud, or fraudulent misrepresentation, misstatement, act or omission.
- 8.4 You acknowledge and agree that, where applicable to any elements of the Charges, the prevailing time limits in the relevant Industry Agreements shall apply to any claim you make from us and any consequential liability on our part to you in respect of any reconciliations for industry or other charges previously levied by us on you and whether as a charge (pass through or otherwise), a reconciliation or a refund in respect of any charges from the Transporter or other body. Subject to Clause 8.3, nothing in this Clause 8 shall operate to restrict this position.
- 8.5 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.
- 8.6 Where any of the Industry Agreements require the Transporter and/or us to do anything, which may affect the Supply 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.

9 Force Majeure

- 9.1 We shall not be liable to the other for delays or failures to fulfil all or a material part of our obligations under this Deemed Supply Contract if they are directly due to Force Majeure and provided that we shall notify you within twenty four (24) hours of the Force Majeure occurring of its nature, expected duration, the measures they are taking to remedy and/or mitigate the effects and when its effects cease or are likely to cease.
- 9.2 Force Majeure shall not relieve you from your obligations to indemnify or make payment to us under this Deemed Supply Contract, save that, subject to Clauses 9.3 and 9.4, in the event of gas not being supplied by us for reasons of Force Majeure you:
- 9.2.1 may obtain temporary supplies of gas from an alternative source or supplier for the time that the Force Majeure takes effect; and
- 9.2.2 shall be under no obligation to pay the Charges for a supply of gas that is not supplied by us.
- 9.3 Where a Force Majeure results in us not being able to supply you with gas then during that period we shall still be entitled to recover all costs from you which are levied on us by a third party in relation to your Supply, including for the avoidance of doubt, the Transportation Costs, Meter Reading Costs and Metering Costs in respect of that period.
- 9.4 Where an event of Force Majeure subsists for a period exceeding thirty (30) days then either Party shall have the right to terminate this Deemed Supply Contract on the provision of written notice to the other.
- 9.5 The Party claiming to be affected by Force Majeure shall use all reasonable measures to mitigate and/or remedy the effects of the Force Majeure as soon as possible.

10 Suspension, Termination and Breach

Suspension

- 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(b)(i) 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 the Transportation System.
- 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 Isolation, Disconnection, discontinuance or restriction of supply by (a) us acting in accordance with Clauses 10.1 to 10.4 inclusive, unless this action 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.

Our right to terminate for your breach

- 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 seven (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 any credit insurance policy, Security Deposit, or other form of credit support put in place during the Supply Period is withdrawn, reduced, amended, shortened, the terms are breached, 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 ten (10) Working Days of the request being made;
- 10.7.4 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;
- 10.7.5 you unlawfully interfere with any Equipment or Meter Point;
- 10.7.6 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.

Consequences of Breach

- 10.8 Where you are in breach of the 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:
 - 10.8.1 terminate this Deemed Supply Contract for all or the affected Supply Points under the Deemed Supply Contract immediately on written notice to you;
 - 10.8.2 arrange for the Supply Points (or any one or combination of the Supply Points) to be Isolated, Disconnected and removed (and we shall be entitled to exercise Access Rights in doing so) and while any breach persists we shall be entitled to Isolated and/or Disconnect the Supply Points on more than one occasion, together with being entitled to recover from you the costs incurred in such Disconnections;
 - 10.8.3 recover from you and 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 Isolating all or any of the Supply Points pursuant to Clauses 10.8.1 and 10.8.2
 - 10.8.4 vary the Deemed Supply Contract so as to mitigate our risk;
 - 10.8.5 increase our Charges by a reasonable and proportionate amount to reflect any increased risk and/or unavoidable costs to us;
 - 10.8.6 invoice you on a weekly basis and the Invoicing Date shall automatically become the weekly anniversary of the date on which we issue a first invoice to you and the Payment Date shall be automatically amended to the date seven (7) days after the Invoicing Date;
 - 10.8.7 invoice you in advance of your consumption, such invoice to be based on our estimate of your gas consumption over a full month in advance of the start of the applicable consumption period to which that invoice relates. For the avoidance of doubt, we will then have the right to reconcile that invoice to your actual consumption of gas following that consumption period; and
 - 10.8.8 request a Security Deposit to be provided within twenty one (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 or the Transporter prior to the Termination Date.

Resumption of Supply

- 10.10 Where a Supply Point has been Isolated or Disconnected, we will resume any Supply provided you pay us in advance for (i) all reconnection charges; or (ii) and any other costs which we notify you will be reasonably incurred by us and all other conditions are met; and (iii) outstanding sums are paid to us in full.

11 General Terms

- 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 Supply Period, divulge to any person other than any of its or their respective (i) advisers, officers or employees who require the same to enable them to properly carry out their duties, and/or (ii) banks, funders or professional representatives, 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 of contract.

Notwithstanding the foregoing, where you appointed a broker to represent you pursuant to entering into this Supply Contract, You consent to us notifying such broker where (i) You are in default hereunder, (ii) we receive a request from you, or a party purporting to represent you, that there has been a change of tenancy, or (iii) the Supply Contract terminates (howsoever determined).
- 11.3 If you receive an information request and your response might include disclosing any of the details of this Deemed Supply Contract or any of our information without prejudice to Clause 11.2, you shall prior to disclosure notify us immediately and apply all relevant exemptions permissible under the FOI or the EIR (as applicable) to resist disclosure.
- 11.4 You agree and consent to us instructing and undertaking, prior to or at any time during the Supply Period:
 - 11.4.1 searches at any licensed credit reference agency for publicly held information on your business, or in the case of you being a

- sole trader or a partner in a non-limited liability partnership, also information held on you personally; and
- 11.4.2 searches at any fraud prevention agency for information on your business, or in the case of you being a sole trader or a partner in a non-limited liability partnership, also information held on you personally; and
- 11.4.3 searches by any other third parties for the purpose of facilitating our collection of debt due from you under the terms of this Supply Contract.
- 11.5 We may at any time assign or hold on trust for any person our interest in the whole or any part of this Supply Contract including all rights; you shall not assign or hold on trust for any person the whole or any part of this Supply Contract without our prior written consent, such consent not to be unreasonably withheld or delayed.
- 11.6 Save for the rights of the Transporter as set out herein, this Deemed Supply Contract does not create any right enforceable by any person who is not a Party.
- 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.
- 11.10 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 and for the avoidance of doubt, you recognise and agree that any other method shall render such communication invalid:
- 11.10.1 first class mail to "ENGIE Gas Limited, No 1 Leeds, 26 Whitehall Road, Leeds LS12 1BE" - with commercial notices marked for the attention of "Contract Management" and Legal notices marked for the attention of "Head of Legal Services" notice is deemed effective two (2) Working Days after despatch;
- 11.10.2 recorded delivery to our registered office address detailed at Clause 11.10.1 above and for commercial notices, marked for the attention of "Contract Management" and for Legal notices marked for the attention of "Head of Legal Services". In both cases, notice is deemed effective two (2) Working Days after despatch; or
- 11.10.3 email to the following email address - <mailto:contract.management@engie.com> - notice is deemed effective two (2) Working Days after despatch.
- 11.11 The Deemed Supply Contract constitutes the entire agreement between both Parties. We and you hereby acknowledge and agree that this Deemed Supply Contract has not been entered into in reliance on any representation, warranty or other undertaking and neither Party has any right or remedy in relation to any such representation, warranty, or other undertaking.
- 11.12 Any rights and remedies arising from this Deemed Supply Contract are exhaustive, and exclude and replace all substantive (but not procedural) contractual rights or remedies expressed or implied by law.
- 11.13 This Deemed Supply Contract shall be construed and governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.
- 11.14 If any Party wishes to pursue a dispute with the other then where mediation is agreed the procedures of the Centre for Dispute Resolution shall apply or where arbitration is agreed, the Rules of the London Court of Arbitration shall apply.
- 11.15 We may amend this Deemed Supply Contract, the Terms and Conditions and the Charges at our absolute discretion from time to time by publishing the changes or revised versions on the Website...
- 11.16 Any Supply Point that falls within an Independent Transportation 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 relevant Industry Agreements.
- 11.17 Both Parties accept the terms of and agree that they are bound by, and will comply with, the terms of all relevant legislation including the Bribery Act 2010.
- 11.18 To the extent necessary for compliance with (i) paragraph 7 of condition 12A of the Standard Conditions of the Electricity Supply Licence and (ii) paragraph 8 of condition 12A of the Standard Conditions of Gas Supply Licence in relation to implementation of Theft Risk Assessment Service (as such term is defined in Section 25 of the Distribution Connection and Use of System Agreement (ELEC) / Schedule 34 of the Supply Point Administration Agreement (GAS)) arrangements to facilitate the prevention, detection and investigation of energy theft, we shall be obliged and entitled to retain and Process any Personal Data (as such terms are defined in the Data Protection Act 1998) we hold on you and to disclose this Personal Data to the said Theft Risk Assessment Service, if required to do so, and by your acceptance of these Terms and Conditions you consent to such retention and disclosure.
- 11.19 If due to our insolvency, a supplier of last resort is required pursuant to the Industry Agreements, we may transfer the Supply Contract (or our future rights and obligations under the Supply Contract) to any entity that has the necessary statutory authorisations, and you agree that with effect from such date of notification, you accept such entity as supplier in substitution for us.
- 11.20 The Parties acknowledge that ENGIE Gas Limited is the Data Controller in respect of any personal data that you provide to us in accordance with this Supply Contract. Please refer to our Privacy Policy available at <https://business.engie.co.uk/privacy/> for further details, including how to contact us and your rights. We will always handle your personal data in accordance with the General Data Protection Regulations (Regulation (EU) 2016/679) and any sensitive personal information will be protected using additional security controls.