

Deemed Gas Supply Contract

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', Service Providers' 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, at any time 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;

“Automated Meter Reading” or “AMR” means the system of electronically obtaining Consumption Data from your Equipment using an AMR device;

“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 the Website from time to time, which shall comprise of Commodity Charges and other charges specified in the Deemed Supply Contract (including the Supply Costs, Transportation Costs Meter Rental, and Costs, as applicable), which shall be charged in respect of the Supply Period plus the applicable Value Added Tax (“VAT”) and Climate Change Levy;

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

“Commodity Charges” means the element of the Charges charged in respect of the volume of gas consumed at each Meter Point;

“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;

“Default Contract Rate” means the rates and charges published on the Website, which shall be payable by you where you continue to consume gas after the Termination Date;

“Costs” has the meaning given to it in Clause 6.17;

“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 Premises” unless the context otherwise requires, a Domestic Premises is a premises at which a supply of gas is taken wholly or mainly for a domestic purpose except where that premises is a Non-Domestic Premises;

“Dormant Entity” means a company that is shown as dormant on the Companies House registry website or such equivalent company or other registry;

“Economic Loss” means (whether direct or indirect and whether or not foreseeable): (i) loss of profits, interest, business, goodwill or commercial, market or economic opportunity; and (ii) any losses and/or costs attributable to or associated with (a) moving supply from us to an alternative supplier and/or (b) any increase in the rates applicable to the Supply Contract, including but not limited to the Default Contract Rate. For the avoidance of doubt, our margin or management and administration fees and any Mark to Market Loss 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;

“Energy Intensive Industries” or “EIIIs” means industries classified as energy intensive users with supporting certification;

“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 Retail Energy Code (REC);
- the Uniform Network Code;
- the Short Form Code; the Independent Gas Transporters' (IGT) Codes;
- our Licence(s);
- the Act;
- Smart Energy Code;
- Smart Meter Installation Code of Practice; 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” has the meaning given in the Quotation Document (or, in our sole discretion, such later date as we may notify to you in writing, provided always that such notice shall not be less than 30 days);

“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”**);

“Meter Rental” means the aggregate of the Metering Costs and Meter Reading Costs;

“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, rental and maintenance of your Equipment in situ at the Supply Point on the Start Date;

“Micro Business Consumer” means a company supplied or requiring to be supplied with gas or electricity at non-domestic premises 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;

“Non-Domestic Premises” means, unless the context otherwise requires, a premises, that is not a Domestic Premises, at which a supply of gas is taken and includes:

(a) a premises where:

- (i) the person who has entered into a contract with a licenced supplier for the supply of gas to the premises is a person who has entered or will enter into an agreement with any other person for the provision of a residential or any other accommodation service at the premises; and
- (ii) the terms of that agreement are commercial in nature and include a charge for the supply of gas to the premises (whether such charge is express or implied); and

(b) any other premises that is to be treated as a Non-Domestic Premises under paragraph 6.4 or 6.6 of the conditions of our Licence;

“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.

“Principal Terms” means the document setting out the applicable principal terms and forming part of the Deemed Supply Contract;

“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;

“Related Entity” means (i) a subsidiary of you or a holding company of you or any subsidiary of that holding company, as such terms are defined in the Companies Acts 2006, (ii) where you and a proposed new tenant or occupant of the property have an individual with authority, director, company secretary or an individual or entity with Control in common in each case either at the time of the request or any time prior to the request and including where the individual or entity has not held both posts at the same time where, “Control” is defined as the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control or election or appointment, or voting rights, (iii) an individual with authority, director, company secretary or entity/individual with Control in relation to a proposed new tenant or occupant is a family member of an individual with authority, director, company secretary or an individual or entity with Control, in you, or (iv) a proposed new tenant or occupant otherwise has an identifiable relationship with you;

“Relevant Transfer Date” means:

- (a) the day after the day on which you enter into an gas supply contract (including if relevant this Deemed 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 but not limited to 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 equivalent to a period of four (4) calendar months calculated on a reasonable estimate of consumption, or such applicable longer period to reflect any extended payment terms that have been agreed with you, and may include an amount to account for possible Mark to Market Loss (if the same were applicable). 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 equipment manager, meter asset provider, data aggregator, automated meter reader providers and any other third party appointed to act for or on behalf of either Party;

“Settled Data” means the data on which Settlement has been calculated, being either Consumption Data or in the absence of Consumption Data, estimated meter readings estimating the consumption of gas in respect of each Meter Point

“Start Date” means the date on which you intend to start to receive a supply of gas from us on the terms of the Deemed Supply Contract as further set out in the Quotation Document;

“Smart Meter” means a meter we can read remotely to measure how much electricity or gas you are using, without having to visit the Supply Point, including, as appropriate, the communications hub and ancillary equipment serving same, including an AMR meter;

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

“Supply Costs” means the cost, charge, amount or value at any given time, of each of the following items, as appropriate; (1) wholesale gas costs, (2) shape costs, (3) Capacity Charges, (4) imbalance charges, (5) Xoserve charges, (6) management or administration fee, (7) cash flow costs, (8) transmission losses and any other items which impact on, or affect, the cost of the supply of gas to you;

“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 (including pursuant to Clause 5.6);

“Terms and Conditions” means the terms and conditions set out in this document;

“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) capacity, commodity 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 in the Charges or as otherwise notified to you as payable during the Deemed 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 for 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 days identified as 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 thereunder, 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, but 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 Registered Supplier from registering the Supply Point if:
 - 3.2.1 there are any overdue Invoices not paid by their Payment Date (including, Reconciliation Invoices and Invoices for interest) or other outstanding sum due hereunder, such Invoices or outstanding sum not being subject to a bona fide dispute, or you are in breach of the terms of the Deemed Supply Contract; and/or
 - 3.2.2 an alternative supplier attempts to register a single Meter Point where we are the Registered Supplier for one or more related Meter Points.
- 3.2A Where you request that we enter an annulment on your behalf in respect of the transfer of any Meter Point, we will use reasonable endeavours to enter an annulment under the customer transfer process in accordance with the Industry Agreements to prevent an alternative Registered Supplier from registering the Meter Point. We accept no liability in respect of any act or omission we may make in respect of annulments. We are only able to enter an annulment if you notify us at least two (2) Working Days prior to the start date of any supply contract you have entered into with an alternative Registered Supplier.
- 3.3 Where we do not enter an objection or an annulment, 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 i 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, including if relevant any termination payment due under the terms of this Deemed Supply Contract will be and will remain due and payable prior to 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 any Supply Point;
 - 4.1.7 you shall indemnify us against all costs and losses we incur 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 and you shall indemnify us for all costs and losses we incur in doing so. Following receipt of any such notification, we shall be entitled, in our sole discretion, to vary the Charges accordingly;
 - 4.1.8 save for ancillary services or demand side agreements which you provide through us, you shall inform us and shall continue to inform us immediately if you have or use or intend to have or use any on-site generation facilities or third-party gas purchase arrangements or are party to any ancillary service or commercial demand-side agreements, at any time during the Supply Period. Following receipt of any such notification, we shall be entitled, in our sole discretion, to vary the Charges accordingly;
 - 4.1.9 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; and
 - 4.1.10 for the duration of the Deemed Supply Contract, you will provide us with accurate contact details (including but not limited to name, address, email address and telephone number) for at least the primary source of contact in respect of this Deemed Supply Contract, and you shall be responsible for updating the same with us from time to time as the relevant circumstances dictate.

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 (including where there is a change of ownership and/or responsibility for the Supply Point) then such Supply Point shall only be removed from this Deemed Supply Contract where you have provided us with:
- 5.1.1 you have provided us with at least forty five (45) days' notice in writing; and
 - 5.1.2 you have provided us with 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.
 - 5.1.3 there are no overdue Invoices not paid by their Payment Date (including, Reconciliation Invoices and Invoices for interest) or any other outstanding sum due hereunder, such Invoices or outstanding sum not being subject to a bona fide dispute, or you are in breach of the terms of the Deemed Supply Contract.
- 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 term of this Deemed Supply Contract whilst you continue to lease, occupy or own such Supply Point then, until such time as the relevant meter Point(s) is/are Disconnected and the Equipment is removed you shall indemnify us in respect of:
- 5.3.1 all ongoing 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 costs.
- 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 premises

- 5.5 You acknowledge and accept that:-
- 5.5.1 we will not accept the addition of a Domestic Premises 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 Premises 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 Premises; 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; and
 - 5.5.5 you must notify us immediately if a Supply Point or any part thereof is being used for domestic purposes.

Moving location

- 5.6 If you are moving from the property serviced by the Supply Points, please:
- 5.6.1 notify us writing no less thirty (30) days prior to the date on which you move out of the property; and
 - 5.6.2 provide accurate readings to us at least two (2) Working Days before the day you move,

please note that you shall continue to be liable for Charges payable under this Deemed Supply Contract until responsibility for them is assumed by a new owner or occupier of the said property (whose details you should provide to us), or Supply is permanently Disconnected by us or the DNO. Notwithstanding any such transfer of ownership of a Supply Point or Disconnection, you shall remain liable for any Invoices (including Reconciliation Invoices) relating to the period prior to such transfer or Disconnection, irrespective of when such Invoice is issued.

- 5.7 If we have reasonable grounds for believing that you are seeking to effect a change of tenancy/occupancy to:
- 5.7.1 a Related Entity; or
 - 5.7.2 a Dormant Entity or an entity that is insolvent (as defined in the Insolvency Act 1986),

we may at our sole discretion not process the change of tenancy request and accordingly not bring the Deemed Supply Contract to an end in respect of the applicable Supply Point(s), in which case we will write to advise you.

Micro Business Consumer

- 5.8 You shall notify us immediately after the Start Date as to whether you are a Micro Business Customer and keep us notified on an ongoing basis
- 5.9 If during the Supply Period, your business changes such that you become a Micro Business Consumer or you hold any information which we may deem relevant for the purposes of determining whether you are a Micro Business Consumer, you shall notify us immediately.

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. For the avoidance of doubt, where it is necessary to credit and reissue an Invoice for any reason, the payment term attributable to the original Invoice shall be applied to the reissued Invoice, which could mean, in practice, a requirement for immediate settlement by you.
- 6.2A You shall submit a remittance to us in respect of each payment made (or credit as the case may be) at the time you make such payment (or credit) (and in any event no longer than fourteen (14) days after such payment (or credit) is made). All remittances shall

include (without limitation) the relevant invoice and credit note references and values pertaining to such invoices and credit notes. If you fail to provide a remittance within three (3) months of the date of payment (or credit), we reserve the right to allocate the relevant payment (or credit) to, at our absolute discretion, (i) the earliest liability of you to us; or (ii) as we otherwise see fit.

- 6.2B A You shall deduct any credit note issued to you from a payment at the time the credit note is issued (and in any event no longer than fourteen (14) days after such credit note is issued). If you fail to deduct a credit note from a payment within three (3) months of the credit note being issued, we reserve the right to allocate the relevant credit to, at our absolute discretion, (1) the earliest liability of you to us; or (2) as we otherwise see fit.
- 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) to us in relation to any outstanding sum due by you pursuant to the terms of this Deemed Supply Contract against any overpayment received from you either under this Deemed Supply Contract, or another contract between you and us or you and an Associated Company. 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 fourteen (14) days of the date of such Invoice.
- 6.6 We may (both before and after judgment) charge you interest at 8% 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. Furthermore, where we initiate Disconnection due to non-payment on your part, we shall be entitled to charge you our reasonable costs incurred in connection therewith, and in the event of continued non-payment we may apply our Default Contract Rate as published on the Website, for the Supply Period.
- 6.7 We reserve the right to charge you an administration fee for each copy Invoice you request and in respect of any customer specific invoicing terms we agree to use.
- 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 11.9.3 no later than thirty (30) days ahead of the Invoicing 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 or where the Charges are based on Settled Data, 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 In addition to the provisions of Clause 6.11, we are entitled but not obliged to issue Reconciliation Invoices during or after the Supply Period in respect of any or all elements of the Charges. For Supply Periods greater than twelve (12) months, we will usually issue Reconciliation Invoices annually, but may do so more or less frequently.
- 6.13 You are entitled to request a Reconciliation Invoice of the Charges provided that:
- 6.13.1 there have been no previous Reconciliation Invoices issued in respect of that element of the Charges for the period in question within the last twelve (12) months; and
- 6.13.2 such request is received within twelve (12) months of (i) the Termination Date; or (ii) the date of the last Invoice; or (c) our receipt of fully validated Consumption Data, whichever is the later.
- For the avoidance of doubt, this Clause 6.13 shall survive termination of the Deemed Supply Contract.
- 6.14 We shall be entitled to vary any component of the Charges by a reasonable and proportionate amount, at any time during the Supply Period, so as to minimise the amount of any Reconciliation Invoices. At your request we shall provide reasonable evidence to demonstrate why the Charges have been varied and to support our substitute Charges.
- 6.15 Where Meter Rental is specified as "Pass-Through" in the Quotation Document, and where no direct contracts exist between you and a meter service provider, it will be charged at the prevailing weighted average rate incurred by us or as otherwise determined as attributable to you by us, acting reasonably. In addition to the Metering Rental you shall be liable to pay any costs incurred by us where any Equipment not in situ at the Start Date is fitted at a Supply Point, including but not limited to installation and rental charges.
- 6.16 Transportation Costs are still payable by you for any Meter Points which remain energised even if they are not consuming gas and regardless of whether the relevant costs are referred to in the Charges. Metering Costs and Meter Reading Costs are still payable by you for any meters which remain on site, even if they are not connected and regardless of whether the relevant costs are referred to in the Charges.
- 6.17 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:
- 6.17.1 from the imposition, or variation in the rate, of any energy-related tax, levy or duty;
- 6.17.2 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;
- 6.17.3 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;
- 6.17.4 any Supply Point being (or becoming known to be) reclassified or re-designated as daily metered;
- 6.17.5 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;
- 6.17.6 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;
- 6.17.7 where our costs increase due to changes to the method for apportioning the NDM error across different categories of consumer;
- 6.17.8 as a result of inaccurate metering equipment including programming, or due to default by the Service Provider;
- 6.17.9 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
- 6.17.10 where we incur charges from Service Providers in relation to removal, discontinuance or transfer of the Equipment;
- 6.17.11 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;
- 6.17.12 all costs whatsoever incurred by us pursuant to the terms of our Licence;
- 6.17.13 where any costs arise as a result of incorrect information provided by you at any time, including but not limited to incorrect MPAN information;
- 6.17.14 where any costs arise as a result of tariff re-classification by the DNO; and
- 6.17.15 arising from compliance with any Costs levied upon us in respect of defaults of other suppliers in making payments to industry wide schemes.
- 6.18 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 pay agreed contributions towards installation, maintenance, inspection, operation and renewal of all or part of the Equipment belonging to the Transporter or Service Provider without being able to claim any rights of ownership over that Equipment.
- 7.4 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.
- 7.5 You shall ensure that all Equipment installed at the Supply Points is kept in proper order for registering 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 We shall use our reasonable endeavours to make arrangements for the reading of your meters in accordance with the reading cycles at a frequency of up to once every half an hour.
- 7.8 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.
- 7.9 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, 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.

- 7.11 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, meter reading, inspected or renewed, any expenses we incur in removing, examining and re-installing the meter or substituting the meter 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, meter reading, inspect or renew the Equipment or for the purposes of Isolating or Disconnecting the Supply.
- 7.14 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.
- 7.15 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.
- 7.16 You are responsible for maintaining the Equipment and shall ensure insofar as it is required by law that the Equipment is;
- 7.16.1 appropriate;
 - 7.16.2 meets all the appropriate standards; and
 - 7.16.3 is kept safe and secure, including from weather damage and third party interference.
- 7.17 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.
- 7.18 You shall provide protection for the Transporter's Equipment against damage by weather, physical damage and third party interference.
- 7.19 You shall provide to the Transporter, free of charge, supplies of power, water and drainage as are required for the Transporter's equipment.
- 7.20 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.
- 7.21 You shall report any escape or suspected escape of gas to the Transporter's emergency service.

Service Providers

- 7.22 You shall comply with and act in accordance with best industry practice in relation to the appointment of Service Providers.
- 7.23 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.
- 7.24 You hereby acknowledge and agree that, as set out in the Industry Agreements, we must meet standard requirements in respect of the use of actual meter data. Accordingly you hereby undertake to:
- 7.24.1 facilitate all Service Providers in exercising the Access Rights;
 - 7.24.2 provide such support and assistance to Service Providers as is necessary to enable them to obtain meter data, including but not limited to accompanying Service Providers in accessing sites (where necessary), assisting with and facilitating site risks assessments and the completion of any site access requirements;
 - 7.24.3 facilitate and conduct site inductions for Service Providers (where necessary);
 - 7.24.4 ensure that sites are unlocked to permit the exercise of the Access Rights;
 - 7.24.5 facilitate the upgrade of traditional meters in accordance with Clauses 7.32 to 7.34;
 - 7.24.6 facilitate the Service Providers in the fixing of faults; and
 - 7.24.7 provide actual meter reads to us at such frequency as we notify to you from time to time.

You further acknowledge and agree that failure to comply with the obligations set out in this Clause 7.33 may result in serious consequences for us, including but not limited to remedial action pursuant to the Industry Agreement(s) and ultimately removal of our Supply Licence, accordingly such failure may constitute material breach of this Deemed Supply Contract.

Automated Meter Reading

- 7.25 In accordance with the standard conditions of our gas supply licence, all Supply Points require to be an AMR enabled Meter Point.
- 7.26 You accept and agree that if your meters are not compliant with this legislation we will be entitled to exercise the Access Rights to your site in order to install an AMR device to your Meter Point at your cost.
- 7.27 We confirm that the AMR device installed will be compliant with the legislation and will be installed by a fully qualified engineer.
- 7.28 If a meter exchange is required, we will inform you and obtain your approval to carry out the work at your cost in advance.
- 7.29 Any costs associated with the installation of the AMR device and/or meter exchange will be subject to your prior agreement, such agreement not to be unreasonably withheld or delayed.
- 7.30 Where available, we may, at our discretion, use Consumption Data collected via any AMR system installed at any of your Meter Points for the purposes of calculating the Charges.

Smart Meters

- 7.31 In order to meet our obligations set out in the Licence in respect of Smart Meters, We may propose to you that one or more meters is removed and replaced them with a Smart Meter. Where you agree to such removal and replacement, any charges (including the expenses we incur in removing and re-installing the Equipment, and, if applicable boosting the communications signal required for effective operation), shall be paid by you upon receipt of invoice, We (and relevant Service Providers) shall be entitled to exercise Access Rights without charge for the purpose of removal and installation of a Smart Meter.
- 7.32 You shall be responsible for any costs of maintaining the Smart Meter and shall not damage or interfere with the Smart Meter, including blocking or interfering with the communication signal to and from the Smart Meter. All costs passed on from the DNO and TNO and any termination costs, shall be paid by you upon receipt of invoice.
- 7.33 If you wish to refuse the installation of a Smart Meter, please notify us in writing. You can do this by contacting our customer services by e-mail at support.customerservice.uk@engie.com or by writing a letter to our customer services team or your designated account manager, if applicable.

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 special, 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 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 arising 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 either (i) you; or (ii) where you have provided a Security Deposit in accordance with Clause 10.8.8, the applicable guarantor or other counterparty to that security) 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, or if there is any change in your ownership (whether direct or indirect) from that at the Start Date which we consider, in our sole discretion, adversely affects your credit worthiness or standing;
- 10.7.4 you become insolvent (as such term is defined in Section 123 of the Insolvency Act 1986) or unable to pay your debts 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, or you have otherwise dissolved your legal entity (whether solvent or insolvent);
- 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; or
- 10.7.7 you cancel a direct debit without notice to us or without agreeing an alternative Payment Method and fail to make payment by the Payment Date.

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, unless you have dissolved your legal entity (whether solvent or insolvent) in which case your Deemed Supply Contract shall terminate immediately without notice on the date of the dissolution;
 - 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 Isolate 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 (which may include placing you on our Default Contract Rate) 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 based on Consumption Data following that consumption period; and
 - 10.8.8 request a Security Deposit to be provided within twenty one (21) days of such a request.
- 10.8A Where you fail to comply with Clause 4.1.7 you shall indemnify us in respect of all costs, losses or expenses incurred by us as a result of such breach. In addition, we shall be entitled to vary the Charges to reflect our reasonable view of the increased cost and/or risk arising as a result of the circumstances set out in Clause 4.1.7.
- 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.

Removal of Authority to Supply

- 10.10 In the following circumstances:
- 10.10.1 any authorisation or consent granted pursuant to the provisions of the Act or the Industry Agreements terminates or is withdrawn or is amended in a manner that materially affects our ability to perform our obligations; or
 - 10.10.2 any relevant Licence, permission or consent, which permits us to Supply you with gas, terminates or is revoked,
- we shall be entitled at our discretion to:
- (i) amend this Deemed Supply Contract to the extent possible and/or necessary to accommodate the change; or
 - (ii) terminate the Deemed Supply Contract.
- Following termination in the circumstances set out in Clauses 10.10, you shall use all reasonable endeavours to transfer your supply to an alternative Registered Supplier as soon as practicable

Resumption of Supply

- 10.11 Where a Supply Point has been Isolated or Disconnected, we may agree resume any Supply (at our absolute discretion), provided you pay us in advance of such reconnection, any amounts we request, including but not limited to for (i) all reconnection charges; or (ii) and any other costs which we notify you will be reasonably incurred by us; (iii) any Security Deposit; and (iii) outstanding sums in full; and (v) any payment in advance in respect of future consumption for a period of up to three (3) months that we may require in our sole discretion. Gas supplied to you following any reconnection will be charged at our Default Contract Rate.

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, any document, report or any other information provided hereunder 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 Deemed 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 will be or has been a change of tenancy/occupancy, or (iii) the Deemed Supply Contract terminates (howsoever determined). Furthermore, if you elected to register such broker to use our customer portal, You shall be liable for all acts and omissions of such broker, and You shall be responsible at all times for the consequences of sharing and updating login details with the broker, or removal thereof. Following the Termination Date, we shall be entitled to provide half hourly data attributable to your Supply to third parties without your consent to enable such third parties for the purpose of providing you with a quotation(s) for supply.

- 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 an unregistered 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 an unregistered 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 the Deemed 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 Deemed Supply Contract including all rights; you shall not assign or hold on trust for any person the whole or any part of this Deemed Supply Contract without our prior written consent, such consent not to be unreasonably withheld or delayed.
- 11.6 Subject to 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.
- 11.9 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 and for the avoidance of doubt, you recognise and agree that any other method shall render such communication invalid:
- 11.9.1 first class mail to "ENGIE Gas Limited, No 1 Leeds, 26 Whitehall Road, Leeds LS12 1BE" 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 each case, notice is deemed effective two (2) Working Days after despatch; or
- 11.9.2 recorded delivery to our registered office address detailed in Clause 11.9.1 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
- 11.9.3 email to the following email address support.customerservice.uk@engie.com notice is deemed effective two (2) Working Days after despatch.
- 11.10 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.
- 11.11 The rights and remedies provided for by this Deemed Supply Contract are exhaustive, and exclude and replace all substantive (but not procedural) contractual rights or remedies expressed or implied by law.
- 11.12 This Deemed Supply Contract shall be construed and governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.
- 11.13 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.
- 11.14 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. We may issue a revised Deemed Supply Contract to you to the extent reasonably required to take into account any changes to the Acts, Industry Agreements or other statutory, regulatory, or common law provisions which are applicable to the gas supply industry as a whole.
- 11.15 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 Industry Agreements.
- 11.16 Both Parties accept the terms of and agree that they are bound by, and will comply with all relevant legislation including the Bribery Act 2010.
- 11.17 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 2018) 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. You shall grant us, our Service Providers or any other relevant party, Access Rights to enable to the investigation of any theft or suspected theft of gas. Furthermore, where there has

been theft, or suspected theft, of gas, this will be charged to and recovered from you on the next Invoice based on our forecast of the estimated volume of such theft or suspected theft.

- 11.18 If due to our insolvency, a supplier of last resort is required pursuant to the Industry Agreements, we may transfer the Deemed Supply Contract (or our future rights and obligations under the Deemed 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.

Privacy Notice

- 11.19 The Parties acknowledge that ENGIE Power Limited shall act as the Data Controller in respect of any Personal Data provided to us in accordance with this Supply Contract and will determine the purpose of processing of the said data under this Agreement. We will always handle your personal data in accordance with the Applicable Data Protection Legislation. Please refer to our Privacy Notice at <https://www.engie.co.uk/engie-uk-personal-data-and-cookies-policy/> for further details on how to contact us and to learn about your rights.
- 11.20 We promote a safe and fair working environment for our employees and operate a zero tolerance policy for abusive or threatening behaviour towards our staff and company. Any form of inappropriate, intimidating or explicit behaviour, personal abuse, or language reasonably considered to be abusive (including swearing), will be logged and reported to senior management. In such circumstances, we shall have the right to review such behaviour and shall be entitled to any of the remedies set out in Clause 10.8.

Ethics

- 11.21 The Parties shall comply with all laws and regulations applicable to their activities (as well as with their internal rules and policies) in respect of ethics and compliance including but not limited to human rights and individual freedom, working and social conditions, health and safety of persons and goods and environmental protection. Each Party shall make its best efforts to comply with the ENGIE Ethics Code of Conduct, available www.engie.co.uk/ethics-and-responsible-business/. The Parties shall comply with all applicable law, regulations and rules relating to money laundering, corruption, economic sanctions and embargoes, financial crime and any other criminal matters. In the event of a serious and proven breach of this clause by a Party, the provisions of clause 10 (Termination) shall apply.

Supplement to the Terms and Conditions – Micro-Business Terms (“Supplement”) The following terms apply to Micro-Business Consumers only

The following definitions shall apply in this Supplement:

“**Remote Access Meter**” means a Meter Point that, either on its own or with an ancillary device:

- (i) provides Consumption Data for multiple time periods and is able to provide such data for periods of less than one month;
- (ii) is able to provide us with remote access to such Consumption Data; and
- (iii) is not a Smart Metering System or part of a Smart Metering System.

“**Micro-Business Consumer**” has the meaning given to “relevant consumer” (in respect of premises other than domestic premises) in article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268). This defines a micro-business as a company which has:

- (i) an annual consumption of:
 - a) electricity of not more than 100,000 kWh; or
 - b) gas of not more than 293,000 kWh; or
- (ii) one or both of the following:
 - a) fewer than 10 employees (or their full time equivalent); and
 - b) an annual turnover or annual balance sheet total not exceeding €2 million.

You will be considered as a Micro-Business Consumer if the above criteria detailed at either (i) or (ii) is met. Where we consider you to be a Micro-Business Consumer, we will treat you (and will continue to do so for the duration of any fixed term Supply Contract) in accordance with the terms of Condition 7A of both (i) the Electricity Suppliers Licence Standard Conditions; and (ii) the Gas Suppliers Standard Licence Conditions. In addition we make specific commitments to our Micro-Business Consumers under our Micro-Business Standards of Conduct which can be viewed on the Customer Area of our Website.

“**Smart Metering Equipment Technical Specification**” means the document of that title issued by Department of Energy and Climate Change from time to time;

“**Smart Metering System**” means a Meter Point which, in addition to the functionality of a traditional meter, either on its own or with ancillary devices is capable of two way communication, allowing it to transmit meter reads and receive data remotely, and meets the Smart Metering Equipment Technical Specification;

Principal Terms for Micro-Business Consumers

Charges

1. The Charges for the supply of gas and/or electricity (as applicable) by us to you are specified in the Supply Contract Quotation Document and Clause 6 of the Terms & Conditions. Where you are being supplied under the terms of our Deemed Supply Contract Terms and Conditions, our Deemed Contract Rates will apply and can be found on

[ENGIE Gas Limited, No1 Leeds, 26 Whitehall Road, Leeds, LS12 1BE](#)

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Customer Area of our Website.

Duration of the Supply Contract

2. The Supply Contract shall run for an initial period being the time between the Start Date and the End Date specified in the Quotation Document, subject to the provisions of Clause 3 of the Terms & Conditions.
3. The End Date on the Quotation Document and each anniversary thereafter shall constitute the Renewal Date. Unless you or we provide notice to end the Supply Contract on the next Renewal Date (in accordance with the timescales set out in Clause 4 below), the Supply Contract will be automatically extended for a successive Renewal Period of twelve (12) months.

Ending the Supply Contract

4. Either you or we may end the Supply Contract, and prevent the extension of the Supply Contract, by providing written notice at any time up to thirty (30) days prior to the next Renewal Date, save for where you are being supplied under a Deemed Supply Contract which may be terminated at any time in accordance with Clause 3.1 of the Deemed Supply Contract Terms and Conditions.
- 4A. Where you provide written notice to terminate the Supply Contract in accordance with Clause 4 of this Supplement, provided that such notice is received no less than thirty (30) days prior to the Renewal Date, we shall provide you with acknowledgment of receipt of the notice no less than five (5) Working Days from the date of receipt by us of that notice.
5. If either Party provides the other with written notice to end the Supply Contract, both Parties may still enter into a new Supply Contract, or you may arrange to change your supplier.
6. If you wish to change your supplier, you must pay all invoices by their Payment Date, otherwise we may object to the transfer.
7. If you end the Supply Contract and both Parties have not agreed a new Supply Contract then, until such time as another supplier has been registered, you will be charged at our Default Contract Rate (and not the Charges).

Renewal Terms

8. Around sixty (60) days before each Renewal Date we will write to you with a Statement of Renewal Terms, detailing the options available to you, and including:
 - a. the Renewal Date;
 - b. the latest date on which you can provide notice to prevent the extension of the Supply Contract, which will be thirty (30) days before the Renewal Date; and
 - c. the postal and email addresses to which you can send your notice to prevent the extension of the Supply Contract.
9. If you do not provide notice to prevent the extension of the Supply Contract and both Parties do not enter into a new Supply Contract, the Supply Contract will be automatically extended for a further 12 months at the Charges and Terms and Conditions contained in the Statement of Renewal Terms.
10. If you do provide notice to prevent the extension of the Supply Contract and both Parties do not enter into a new Supply Contract, you must enter into a contract with another supplier. If a new supplier does not commence supply when this Supply Contract ends, you will be charged at our Default Contract Rate detailed on the Customer Area of our Website (and not the Charges specified in the Renewal Terms), until such time as another supplier commences supply or you enter into a new Supply Contract with us.

Invoicing

11. We will notify you on each Invoice of the date on which the current Supply Period ends and the period of written notice that you must provide prior to that date in order to end your Supply Contract.

Consumption Data

- 12.1 If at any time during the Supply Contract, you have a Remote Access Meter or Smart Metering System at any of the Supply Points, we may receive Consumption Data in relation to those Meter Points including but not limited to Consumption Data relating to periods of less than one (1) month and this Clause shall constitute notice of our intention to obtain such Consumption Data.
- 12.2. If we receive such Consumption Data, it may be used (i) for billing purposes; (ii) to enable us to comply with any regulatory and/or legal requirements; (iii) internally within the ENGIE group for energy reporting and analysis purposes; and/or (iv) for such other purposes as may be agreed with you in writing from time to time, including but not limited to the provision of Consumption Data for the purposes of energy consumption monitoring.
- 12.3. If you do not want us to receive data relating to periods of less than one month (such data then being "**Unauthorised Data**") in accordance with Clause 12.1 above, you may object in writing in accordance with Clause 11.10 of this Supply Contract and we will cease to obtain the Unauthorised Data as soon as reasonably practicable after receipt of your objection.
- 12.4. If, following receipt of a written objection sent to us by you in accordance with Clause 12.3, we are unable to remotely configure your meter to prevent Unauthorised Data being sent to us or a Service Provider, we will, as soon as reasonably practicable:
 - (i) take all reasonable steps to prevent the Service Provider passing Unauthorised Data on to us or any other third party; and
 - (ii) take all reasonable steps to ensure that the Service Provider permanently erases Unauthorised Data; and

(iii) permanently erase any Unauthorised Data that we have obtained.

12.5 Our failure to comply with the provisions of this Clause 12 shall not constitute a breach of the Supply Contract for the purposes of Clause 10 of the Terms and Conditions or otherwise.