

Principle Terms applicable to Deemed Customers



Where Crown Gas and Power is the registered gas supplier at your premise and no contract exists, then the following principle terms for deemed shall apply.

1. What is a deemed contract?

In the absence of any written contract between you and Crown Gas and Power it will be deemed that you are consuming the gas supplied as well as using the connected metering services for as long as Crown Gas and Power remains the Registered Supplier. In the absence of a contract you will be charged at our **Deemed Contract Rates** which are generally more expensive than our contracted rates.

More information can be found in our General Terms and Conditions clauses 2.13 and 4.11. You can also find further information in the Gas Act 1986 (as amended) which defines a deemed arrangement in paragraph 8(1) of Schedule 2B.

2. How long will a deemed contract arrangement be in place for?

A deemed contract will exist until you either:

- a) Enter into a formal Agreement with Crown Gas and Power for the supply of natural gas, **or**
- b) Switch your gas supply to a new supplier

Under a deemed contract the General Terms and Conditions shall apply (save for clauses 2.1 and 3.2).

If you want to agree a contract for the supply of gas then contact us on 0161 762 7744 or hello@crowngas.co.uk. More information about the duration of a deemed contract can be found in our General Terms and Condition (2.14 and 7.3).

3. What are your deemed contract rates and where can I find them?

Our **Deemed Contract Rates** are published on our website (<https://www.crowngas.co.uk/customer-support/online-documents/>). These rates will show you the Unit Charge (in pence/kWh) to each unit of gas supplied (estimated or actual) as well as a site-specific daily Standing Charge to cover all third-party transmission, distribution and metering costs. A daily administration charge will also apply.

4. How will I know when if I am being charged deemed contract rate?

On your invoice the *Contract Type* will display “Deemed”. This will indicate that you are being charged at our deemed contract rates. You will be liable for payment of any Gas taken (together with a Standing Charge) until Crown Gas and Power cease to be treated as the Registered Supplier (see clause 2.7 of the General Terms and Conditions). You can find out more information about your deemed charges on the front of your latest invoice.

5. Why do I have a daily standing charge if I am not consuming (or have no need for) gas?

Where a gas Meter resides at your premise then you will incur a daily Standing Charge irrespective of whether or not gas is consumed. The Standing Charge relates to all third-party costs related to the Meter and will continue to be charged until the date that Crown Gas and Power ceases to be the Registered Supplier to the premises.

You must not interfere in any way with the Meter and you must keep Crown Gas and Power informed as to the intended use of gas supplied (described in 4.1 and 4.3 of the General Terms and Condition). Should you want your Meter removing, then the Crown Gas and Power Siteworks department can also quote you for removal works.

If your Meter has been removed, then you are required to notify Crown Gas and Power immediately (4.15 of the General Terms and Conditions) and pay all related charges (see 4.17 and 7.4ii of the General Terms and Conditions).

6. How do I switch supplier?

Under the terms of a deemed contract you can switch to a new gas supplier at any time. We do not require you to give any notice or pay any termination fee.

7. What happens if I do not agree a contract with you and I do not switch supplier?

If you do not enter into an Agreement with us or you fail to switch supplier you will be charged at the Deemed Contract Rates.

8. Can deemed contract charges change?

The General Terms and Conditions entitle Crown Gas and Power to amend the Deemed Contract Rates at any time, although notice of any change will be provided to you in advance on our website; www.crowngas.co.uk/customer-support/online-documents/

9. Do I qualify as a Micro Business and should I let you know?

Your company will be considered as a Micro Business if it meets one of the following criteria:

- You consume less than 293,000 kWh of gas per year; **or**
- You have fewer than 10 employees and your annual turnover or annual balance sheet is no greater than €2 million.

If you believe that you qualify as a Microbusiness then let us know. You can let us know by emailing us on hello@crowngas.co.uk or contacting us via our website www.crowngas.co.uk please have your account number to hand.

10. Do I have any protection for how long a period you can back bill me?

Yes. Back bills that are issued are limited to a period of no more than 12 months. We do have the ability to bill beyond this, but only if we believe that your actions have prevented us from sending you an invoice (whether they be obstructive or constitute unreasonable behaviour).

You should note that we are still allowed to chase you for non-payment of invoices irrespective of the date of issue. See our General Terms and Conditions 8.9-8.10 for more details.