

# Principal 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 principal terms for deemed customers 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 2.16 to 2.19 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 gas, **or**
- b) Switch your gas supply to a new supplier

Under a deemed contract the General Terms and Conditions shall apply (save where the context otherwise dictates).

If you want to agree a contract for the supply of gas then contact us on 0161 762 7744 or [hello@crowngas.co.uk](mailto:hello@crowngas.co.uk). More information about the duration of a deemed contract can be found in our General Terms and Condition clause 2.17.

## 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). A site-specific daily Standing Charge to cover all third-party transmission, distribution and metering costs will also apply together with a published daily administration charge.

## 4. How will I know 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 or you agree a contract for the supply of gas with Crown Gas & Power (see clause 2.17 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 premises, you will incur a daily Standing Charge irrespective of whether or not gas is consumed. The Standing Charge covers third-party costs incurred by us to maintain the live connection to your property and the rental/reading of your gas Meter. You will continue to be charged the Standing Charge until the date that Crown Gas and Power ceases to be the registered supplier to the premises or where you request a disconnection, the date that we remove the Meter or collect it from your property.

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 wish to have your gas supply disconnected we can arrange this work for you. Please contact us at [hello@crowngas.co.uk](mailto:hello@crowngas.co.uk). Please note that this work is chargeable.

If your Meter has been exchanged or 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 7.2ii 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 and 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/](http://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 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](mailto:hello@crowngas.co.uk) or contacting us via our website [www.crowngas.co.uk](http://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, for micro business consumers. 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 and 8.10 for more details.

## 11. Can I use a broker to negotiate a contract with you?

Yes, you can use a broker to negotiate your contract on your behalf. Brokers will generally ask you to sign a Letter of Authority which allows them to act on your behalf. We pay your broker commission on one or both of the following bases: (a) an uplift in pence per kWh incorporated into the Unit Charge you pay; and (b) a fixed price uplift incorporated into the Standing Charge you pay. For example, we may offer your broker a unit rate of 9.0p per kWh to which your broker applies an uplift of 0.5p per kWh so the contracted unit rate you would pay would be 9.5p per kWh. If your estimated annual gas consumption was 15,000 kWh and your supply contract was for a period of 2 years, the total estimated commission your broker will receive would be £150 (0.5p x 15,000 / 100 x 2). Another example would be where we have offered your broker a Standing Charge of £1.20 per day and your broker uplifts this by £0.20 per day so the contracted daily Standing Charge you would pay would be £1.40 per day. If your supply contract was for a period of 2 years, the total commission your broker will receive would be £146. The level of the uplift varies from contract to contract but generally it will not exceed 1.5p per kWh. The level of uplift included within your supply contract is not determined by us and should be agreed between you and your broker when you procure their services. For more information you can email us at [hello@crowngas.co.uk](mailto:hello@crowngas.co.uk)