

General Terms and Conditions

1. DEFINITIONS

IN THESE GENERAL TERMS AND CONDITIONS:-

‘**Act**’ means the Gas Act 1986 (as amended) for the supply of Gas.

‘**Advanced Meter**’ means a Meter that (i) provides measured Gas consumption data; and (ii) is able to provide remote access to such data.

‘**Agreement**’ means the arrangements under which Crown Gas & Power supplies the Customer with Gas, the details of which are set out in the Contract Details (or Renewal Details) and these terms and conditions as set out below and as each may be supplemented or as amended by Crown Gas & Power from time to time.

‘**Agreement Date**’ means the earlier of: (i) the date of signature of Crown Gas & Power (or its authorised agent) as specified in the Contract Details and/or the Renewal Details; or (ii) the date Crown Gas & Power emails the Customer (or its authorised agent) agreeing the Contract Details and/or Renewal Details.

‘**Climate Change Levy**’ (CCL) means a levy charged to any industrial, commercial, agricultural, public or service sector user only subject to exclusions as more particularly set out in Schedule 6 of the Finance Act 2000 (as may be amended from time to time).

‘**Confidential Information**’ means information of a confidential nature (including, without limitation, information of a commercial value) concerning Crown Gas & Power’s business and its products.

‘**Consequential Loss**’ means indirect or consequential loss, loss of profit, loss of use, loss of business, loss of production, loss of revenue, business interruption or increased cost of working.

‘**Consumer**’ means the party consuming Gas and/or receiving services at the Site(s)

‘**Contract Details**’ means those principal terms of the Agreement as set out in the document attached headed “Natural Gas Supply Agreement”, or “Green Gas Supply Agreement” or “Greener Gas Supply Agreement” (whichever is applicable) and any schedule attached to that agreement and where the Agreement is arranged under the terms of a framework agreement, the Customer(s) specific details appearing in the relevant schedules to that agreement.

‘**Contract End Date**’ means date on which the supply of Gas is stated, in the Contract Details to end.

‘**Contract Month**’ means a period of the term of this Agreement beginning at 0500 hours on the first day of the Supply Period and ending at 0500 hours on the first day of the next succeeding calendar month and each month thereafter.

‘**Contract Price**’ means the Unit Charge for each Supply Period and the Standing Charge as set out in the Contract Details (or the Renewal Details) together with CCL (if any, chargeable at the rate applicable at the time of consumption) and VAT to be paid by the Customer to Crown Gas & Power in respect of Gas supplied.

‘**Contract Start Date**’ means the date on which the supply of Gas is stated, in the Contract Details, to start.

‘**Contract Term**’ means the period between the Contract Start Date and the Contract End Date.

- ‘**Contract Year**’ means each consecutive period of twelve (12) Contract Months commencing at 0500 on the first day of the Supply Period.
- ‘**Crown Gas & Power**’ means whichever of Crown Oil Limited trading as Crown Gas & Power (Company Reference Number 01315556) and Crown Gas and Power Limited (Company Reference Number 07980591) supplies Gas to the Site(s) pursuant to an Agreement, Renewal Agreement or otherwise.
- ‘**Customer**’ means the party whose details are set out in the Contract Details (or the Renewal Details) or (where context requires) (i) a Consumer; or (ii) the party being supplied Gas by Crown Gas & Power pursuant to a Deemed Contract.
- ‘**Data Protection Law**’ means the Data Protection Act 2018, UK GDPR, GDPR, E-Privacy Law, any relevant law implemented as a result of the UK GDPR, GDPR and E-Privacy Law and any successive data protection legislation
- ‘**Demand Attribution Formula**’ means the methodology used by the Transporter to forecast customer demand.
- ‘**Deemed Contract**’ means a contract for the supply of Gas where Crown Gas & Power has never entered into a written contract with the Consumer and Gas is still being supplied to the Site and/or services are still being provided and as more particularly defined in paragraph 8(1) of Schedule 2B of the Act.
- ‘**Deemed Contract Rate**’ means the rates and charges which shall apply at any time to a Deemed Contract which are available at <http://www.crowngas.co.uk/online-documents/>.
- ‘**Elevated Pressure**’ means more than 75 millibar (**mbar**).
- ‘**Energy Act**’ means the Energy Act 1976 (as amended).
- ‘**E-Privacy Law**’ means Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC, including without limitation the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law.
- ‘**Flex Product**’ means the arrangement allowing the Customer to trade Gas flexibly with Crown Gas & Power in connection with the supply of Gas to the Customer’s Site(s).
- ‘**Flex Termination Fee**’ means, in respect of a Customer who has the benefit of a Flex Product, the sum payable by the Customer upon termination of the use of the Flex Product or otherwise becoming due under the terms of the Flex Product.
- ‘**Forecast Annual Consumption**’ (**FAC**) means the Xoserve registered annual quantity of gas, in respect of an Offtake Point, recorded at the time of contracting or alternatively an annual volume of gas agreed with the Customer.
- ‘**Forecast Contractual Consumption**’ (**FCC**) means the quantity of Gas it is estimated will be consumed in each Supply Period under the Agreement as calculated by Crown Gas & Power by reference to the FAC and as set out in the Contract Details (or Renewal Details).
- ‘**Formula A**’ means: $(MCC \times \text{Unit Charge})$ less paid Gas Charges.
- ‘**Formula B**’ means $((FCC \times 75\%) \times \text{Unit Charge})$ less paid Gas Charges.

‘Gas’ means Natural Gas.

‘Gas Charges’ means the charges (based upon the Unit Charge) for Gas delivered (or deemed to have been delivered) for which the Customer is liable.

‘Gas Escape Procedure’ means the procedure for dealing with Gas escapes as included in the Customer`s welcome pack and as set out on Crown Gas & Power`s website.

‘General Data Protection Regulation or GDPR’ means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

‘Installation Date’ means the date on which the Meter is installed.

‘Installer’ means Crown Gas & Power, the Transporter or an alternative third party appointed by Crown Gas & Power to provide the Meter Installation and/or Meter Work.

‘Low Pressure’ means 75mbar and below.

‘Maximum Contractual Consumption’ (MACC) means in respect of each Supply Period the maximum quantity of Gas the Customer can take as set out in the Contract Details (or Renewal Details).

‘Meter’ means in respect of a Site, the equipment (including SMART Metering Equipment) measuring the amount of Gas used by the Customer. There may be more than one meter at a Site.

‘Meter Asset Manager’ means an organisation that designs, installs, maintains, removes and disposes of metering equipment and is accredited under a MAM Code of Practice (‘MCoP’) scheme.

‘Meter Installation’ means with respect to each Offtake Point, the meter and associated equipment installed or to be installed at each Site, including associated pipework, regulator filters, valve seals, housing and mounting.

‘Meter Reader’ means the person appointed to undertake a Meter Reading.

‘Meter Reading’ means, in the following order of precedence: (i) the reading of the index of the Meter; or (ii) the data received from the SMART Metering Equipment.

‘Meter Work’ means all work to the Meter Installation including (without limitation) maintenance, repair and improvement and where the context requires, installation.

‘Micro Business’ means any business which: (i) consumes less than 293,000 kWh of Gas per year; or (ii) employs fewer than 10 employees and the annual turnover or annual balance sheet does not exceed €2million (see Ofgem website: <https://www.ofgem.gov.uk>).

‘Minimum Contractual Consumption’ (MCC) means in respect of each Supply Period the minimum quantity of Gas the Customer can take as set out in the Contract Details (or Renewal Details).

‘Non-Daily Metered Site’ means a Site with a supply point whose supply classification is either Class 3 or Class 4 (as defined in the UNC).

‘Offtake Point’ means the final outlet of a Meter.

‘Out of Contract Rate’ means the rate(s) and charges as published from time to time on Crown Gas & Power`s website <http://www.crowngas.co.uk/online-documents/>.

‘Prepayment Meter’ means a Meter which allows a Customer to “pay as they go” for Gas consumption.

‘Price Cap’ means the cap on the amount certain consumers can be charged for the supply of Gas as calculated by Ofgem (or any successor organisation).

‘Product Type’ means, in respect of each Customer, the specific product type supplied by Crown Gas & Power as set out in the Contract Details (or Renewal Details).

‘Personal Data’ as defined in the Data Protection Law.

‘Registered Supplier’ in respect of each Site means the Gas supplier as recorded by Xoserve.

‘Renewal Agreement’ means a new agreement for the supply of Gas following expiry of the initial Supply Period, the details of which are set out in the Renewal Details.

‘Renewal Agreement End Date’ means date on which the supply of Gas is stated, in the Renewal Details to end.

‘Renewal Agreement Start Date’ means the date on which the supply of Gas is stated, in the Renewal Details, to start.

‘Renewal Agreement Term’ means the period between the Renewal Agreement Start Date and the Renewal Agreement End Date.

‘Renewal Details’ means those principal terms of the Renewal Agreement as set out in the document attached headed “Natural Gas Supply Agreement” or “Green Gas Supply Agreement” or “Greener Gas Supply Agreement” (whichever is applicable) and any schedule attached to that agreement and where the Renewal Agreement is arranged under the terms of a framework agreement, the Customer(s) specific details appearing in the relevant schedules to that agreement..

‘Renewal Rates’ means the pence per kilowatt/hour unit rate and daily standing charge rate for which Crown Gas & Power aims to supply Gas to the Customer when it contacts the Customer in accordance with clause 2.6 below.

‘Site’ means any location containing one or more valid Offtake Points at which the Customer requires Gas and which is identified by the Transporter for that location.

‘Site Transfer Fee’ means the higher of (i) £100; and (ii) the product of ((Unit Charge minus Price Cap in respect of the unit rate) multiplied by FAC) divided by 100.

‘Siteworks’ means installation, alteration and removal/disconnection/replacement of utility infrastructure.

‘SMART Metering Equipment’ means any of the following (as applicable): (i) a data logging device for connection to a Meter; (ii) an industry compliant communications capable smart metering system; or (iii) an Advanced Meter.

‘Standing Charge’ means the daily fixed charge (expressed as £x.xx per day unless stated otherwise) as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be).

‘Supplier of Last Resort’ means the procedure used by Ofgem to ensure customers receive continuity of supply of Gas when the Registered Supplier ceases to trade.

‘**Supply Date**’ means the date on which: (i) Crown Gas & Power becomes the Registered Supplier; (ii) the Installation Date; or (iii) the date on which Crown Gas & Power starts supplying the Customer pursuant to a Deemed Contract, whichever is the earlier.

‘**Supply Period**’ means: (i) the initial period commencing on the Supply Date and ending on the Contract End Date; (ii) any new period as set out in the Renewal Details; or (iii) any adjusted Supply Period under clause 2.8.

‘**System Average Price**’ (**SAP**) means the price in pence/kWh calculated as the sum of all market transaction charges divided by the sum of the trade nomination quantities for all market transactions effected in respect of system balancing activity for each Day as more particularly set out in the UNC.

‘**System Operator**’ means the owner and/or operator of the relevant transmission system or distribution system for Gas in the UK.

‘**Transporter**’ means National Grid and any other person responsible for the transmission and/or balancing of the Gas pursuant to the terms of the Act.

‘**Transporter’s Equipment**’ means all equipment deemed necessary by the Transporter and installed by or on behalf of the Transporter for the delivery of Gas to a Customer.

‘**UK GDPR**’ means GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time).

‘**Uniform Network Code**’ (**UNC**) means the common set of rules which define the legal and contractual framework to the supply and transportation of Gas.

‘**Unit Charge**’ means the charge for Gas expressed as pence/kWh as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be).

‘**VAT**’ means value added tax (or any other applicable sales tax).

‘**Xoserve**’ means the data administrator on behalf of the gas network operators.

‘**You Fix**’ means one of the Product Types.

Any term used in this Agreement shall have the meaning ascribed to it in this clause or if not defined in this Agreement as defined in the UNC.

In this Agreement the singular includes the plural and vice versa and each of the masculine, feminine and neuter genders includes each of the others.

References to clauses are to the clauses in these terms and conditions.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. DURATION AND TERMINATION

2.1 This Agreement shall commence on the Agreement Date and shall remain in full force and effect until the end of the Supply Period unless terminated earlier in accordance with these terms and conditions.

- 2.2 At the end of the Supply Period (or termination of this Agreement for whatever reason, if earlier), Crown Gas & Power will continue to supply the Customer with Gas subject to Crown Gas & Power's then current terms and conditions, but at the Out of Contract Rate. The Customer shall remain liable to pay for any Gas delivered (or deemed to have been delivered) to the Customer, together with the Standing Charge (both at the Out of Contract Rate) and CCL (if applicable) until the Customer has successfully switched to another Registered Supplier or entered into another Agreement with Crown Gas & Power.
- 2.3 The Customer may switch to another Registered Supplier at any time following the expiry of the Supply Period (or termination of this Agreement, if earlier) unless it has, already entered into another Agreement with Crown Gas & Power.
- 2.4 Notwithstanding any other term to the contrary in the Agreement or these terms and conditions and, without prejudice to its other rights and remedies, Crown Gas & Power may object to the switching of the Meter to another supplier should; (i) the switch date fall within the Supply Period; or (ii) the Customer has not consented to the switch (i.e. it is a potential "erroneous switch"); or (iii) the Customer is indebted to Crown Gas & Power and the charges are overdue.
- 2.5 Crown Gas & Power shall not be liable for Consequential Loss caused by any delay in the Customer switching to another Registered Supplier. Crown Gas & Power will only be liable for direct losses, costs and expenses caused by such delay where: (i) the delay is due to Crown Gas & Power's breach of the Agreement; and (ii) Crown Gas & Power is solely responsible for that delay.
- 2.6 Where the Customer is a Micro Business, Crown Gas & Power shall use reasonable endeavours to contact the Customer (or its authorised energy broker) not less than sixty (60) days (or such other period as may be required by industry guidelines and/or regulations) prior to the end of the Supply Period to provide relevant renewal terms including the Renewal Rates for the purpose of the Customer entering into a Renewal Agreement.
- 2.7 Where it has provided the Customer with Renewal Rates (whether or not such Customer is a Micro Business), Crown Gas & Power reserves the right to amend the Renewal Rates to take account of any market fluctuations prior to the Customer entering into the Renewal Agreement. All prices are strictly subject to availability at the time the Renewal Agreement is approved by Crown Gas & Power.
- 2.8 Where the Contract Start Date pre-dates the Supply Date Crown Gas & Power shall be entitled to: (i) adjust the Supply Period to the period commencing on the Contract Start Date and ending on the expiry of the Contract Term; and (ii) where applicable, make any consequential amendments to the Renewal Agreement Start Date and Renewal Agreement End Date. Where Crown Gas & Power has exercised its rights under this clause 2.8 it shall notify the Customer (or its authorised energy broker) of the new expiry date of the Supply Period(s) within ninety (90) days of the Supply Date.
- 2.9 Where the Supply Date is delayed (for whatever reason) through no default of Crown Gas & Power, Crown Gas & Power may terminate the Agreement forthwith and/or recover all losses, costs and expenses it suffers or incurs as a result of such termination and/or delay from the Customer.
- 2.10 If the Customer fails to comply with any of its obligations under this Agreement and/or is in breach of any of its warranties under this Agreement and, if capable of remedy, such failure and/or breach is not remedied within fourteen (14) days after Crown Gas & Power has given notice to the Customer requiring the failure and/or breach to be remedied, without prejudice to its other rights and remedies, Crown Gas & Power shall be entitled to: (i) remove the Meter(s); or (ii) suspend immediately its sale of Gas to the Customer until such time as the failure is remedied; or (iii) charge for Gas at the Out-of-Contract Rate for as long as the breach remains unremedied; or (iv) terminate this Agreement. All losses, costs and expenses which Crown Gas & Power suffers or incurs in removing the Meter and/or suspending the sale of Gas and any reinstatement of supply to the Customer shall be borne and paid by the Customer before resumption of supply commences.
- 2.11 In the event that either party is in breach of any of its material obligations under this Agreement and, if capable of remedy, fails to remedy the breach within fourteen (14) days of being given notice of such breach by the other party the non-defaulting party may terminate this Agreement with immediate effect.
- 2.12 Crown Gas & Power may terminate this Agreement forthwith by written notice if the Customer: (i) terminates the appointment of its managing agent (or the appointment of the managing agent

ends for some other reason); or (ii) ceases, or threatens to cease, to carry on its business; or (iii) Crown Gas & Power reasonably believes the Customer is insolvent; or (iv) the Customer becomes subject to any insolvency procedure (which, for liquidation includes the presentation of a winding up petition against it); or (v) being an individual, applies for a voluntary arrangement or enters into some other scheme or arrangement with creditors or is unable to pay his/her debts within the meaning of Section 268 of Insolvency Act 1986 or presents a petition to the court for his/her bankruptcy.

- 2.13 The Customer may terminate this Agreement (and/or Renewal Agreement(s) (if any)) prior to the expiry of the Supply Period as follows:
- i. where the MCC is specified in the Contract Details or Renewal Details (as the case may be) the Customer shall pay Crown Gas & Power all sums due under the Agreement (and/or Renewal Agreement(s) (if any)) calculated with reference to Formula A;
 - ii. where the MCC is not specified (or has a value of "0" or " ") in the Contract Details or Renewal Details (as the case may be) the Customer shall pay Crown Gas and Power all sums due under the Agreement (and/or Renewal Agreement(s) (if any)) calculated with reference to Formula B; and
 - iii. where the Customer has use of a Flex Product, the Customer shall pay Crown Gas & Power the Flex Termination Fee.

Termination under this clause 2.13 includes termination of the Agreement and/or Renewal Agreement(s) (as applicable) by way of change of tenancy.

- 2.14 Without prejudice to any other provision in these terms and conditions, in the event Crown Gas & Power terminates this Agreement (for whatever reason) the Customer shall be liable for all losses (including all Consequential Loss), costs and expenses (including but not limited to legal costs isolation and reinstatement fees) arising out of or in connection with such termination that Crown Gas & Power suffers or incurs.
- 2.15 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 2.16 In the event a Customer does not enter into an Agreement with Crown Gas & Power (including, but without limitation, where the Customer fails to complete and sign off the Contract Details), Crown Gas & Power shall supply Gas to the Customer under a Deemed Contract to which the terms and conditions as set out in this Agreement shall apply (save where the context otherwise dictates) and Crown Gas & Power shall charge the Customer the Deemed Contract Rate for all Gas delivered (or deemed to have been delivered) and the Standing Charge. The Customer will also be liable for the CCL and any other levies (if applicable).
- 2.17 For the avoidance of doubt, a Deemed Contract and the application of Deemed Contract Rates shall continue until either; (i) the Customer enters into an Agreement or; (ii) until such point that Crown Gas & Power ceases to be treated by the Transporter as the Registered Supplier in respect of each Site.
- 2.18 The Agreement or Deemed Contract (as the case may be) shall terminate should Ofgem (or other relevant authority) appoint another supplier to the Site under the Supplier of Last Resort procedure.
- 2.19 Should a Deemed Contract arise following Crown Gas & Power's appointment as the new supplier to the Site under the Supplier of Last Resort procedure, Crown Gas & Power will, to the extent agreed with Ofgem, take reasonable steps to honour any credit balance owed to the Customer.
- 2.20 Where Crown Gas and Power is not yet the Registered Supplier to the Meter and subject to it receiving all necessary, complete and accurate information in good time Crown Gas & Power will switch the Meter to its supply as soon as reasonably practicable following the Agreement Date (and in any event within twenty-one (21) days of that date or such other period as may be required by Ofgem from time to time) unless (i) the Contract Start Date determines otherwise; or (ii) the Customer terminates the Agreement in accordance with 2.13; or (iii) another supplier raises an objection to the transfer; or (iv) the Site is part of a private supply network; or (v) Crown Gas & Power is prevented from completing the switch (or for operational reasons determines not to

complete the switch) due to any other circumstances which is outside its direct control. In the situations listed in iii to v, subject to clause 2.21 Crown Gas & Power will switch the Site as soon as reasonably practicable, and in any event, within twenty-one (21) days of the date on which the issue is resolved (or within such other period as may be required by Ofgem).

- 2.21 Crown Gas & Power shall only be required to apply once to be appointed the Registered Supplier to the Meter after which Crown Gas & Power may terminate the Agreement forthwith if such application is unsuccessful. In the event the Agreement is terminated, or the appointment of Crown Gas & Power as the Registered Supplier is delayed through no default of Crown Gas & Power, the Customer shall be liable for all losses, costs and expenses suffered or incurred by Crown Gas & Power as a result of such termination or delay.

3. WARRANTIES

The Customer represents warrants and agrees:

- 3.1 that it is the owner or occupier of each Site to which this Agreement relates;
- 3.2 that it has the authority to enter into this Agreement with respect to each Site;
- 3.3 that it has the continuing ability and authority to fulfil the obligations of the Customer and to administer the rights of Customer, as set out in this Agreement in respect to each Site;
- 3.4 that it is appropriate for Crown Gas & Power to supply the Gas pursuant to a commercial contract and not a domestic contract;
- 3.5 that the supply is a non-daily metered supply point with a supply classification of either Class 3 or Class 4 (as defined in the UNC) (unless Crown Gas & Power has agreed otherwise in writing);
- 3.6 that (unless already notified in writing to Crown Gas & Power) it is not a reseller of the Gas to be supplied under the Agreement;
- 3.7 that Crown Gas & Power may deal solely with the Customer (save with consent where the matter is being dealt with through an authorised energy broker) and rely solely on such dealings with the Customer in all matters relating to the purchase of Gas at each Site, including but not limited to the giving and receiving of all notices and statements, the making and witnessing of all measurements and tests, the paying and receiving of all amounts due hereunder and the settlement of all disputes with respect thereto;
- 3.8 that all pipelines, appliances, equipment and other facilities other than the Transporter's Equipment, used in any way by the Customer in connection with Gas supplied to the Customer under this Agreement:
 - i. are used only for the purpose for which they were intended;
 - ii. are and will be operated so that they at all times remain compatible with the Transporter's transportation system; and
 - iii. will at all times be properly maintained, serviced and kept in good order and repair;
- 3.9 that in using Gas supplied to any Site under this Agreement, Customer shall apply the proper standards of safety;
- 3.10 the Meter(s) at the Site(s) is/are not Prepayment Meter(s);
- 3.11 where the Customer is not the Consumer, that the Consumer is not entitled to the Price Cap in relation to its Unit Charge and/or Standing Charge; and
- 3.12 where an energy broker (which term shall, for the purposes of these terms and conditions include a managing agent) is dealing with Crown Gas & Power on behalf of a Customer that: (i) such energy broker has the Customer's authority to do so; and (ii) the energy broker has advised the Customer whether and, if applicable, how it will be paid for providing the services to the Customer.

4. OBLIGATIONS OF THE CUSTOMER

The Customer shall comply with the terms of this Agreement and, without prejudice to the generality of the foregoing:

- 4.1 not interfere in any way with the Meter and/or SMART Metering Equipment and maintain both in good working condition;

- 4.2 at all times allow Crown Gas & Power, the Transporter, their agents or Installer access to each Site for any purpose whatsoever connected with the supply of Gas under this Agreement;
- 4.3 keep Crown Gas & Power informed as to the intended use of Gas supplied;
- 4.4 not install any apparatus, which may cause pressure fluctuations in the Transporter's Equipment;
- 4.5 not mix Gas with any substance;
- 4.6 in the event of an escape or leak, comply with Crown Gas & Power's Gas Escape Procedure;
- 4.7 be responsible for all pipes and apparatus after the Meter;
- 4.8 not request a quantity of Gas which is in excess of, or less than the amount which the Transporter's Equipment and/or Meter Installation is capable of delivering to the Site;
- 4.9 provide the names and phone numbers of three (3) representatives for each Site (or one (1) representative for Site(s) manned 24/7) who can be contacted at any time day or night by Crown Gas & Power or the Transporter in case of emergency if the Forecast Annual Consumption at such Site(s) exceeds 732,677kWh;
- 4.10 shall not cancel any appointment for Crown Gas & Power, the Transporter, Installer their agents or subcontractors to attend the Site(s) without first giving the relevant party forty-eight (48) hours prior written notice. For the purposes of this clause "relevant party" shall mean the party with whom the Customer had arranged the appointment;
- 4.11 in accordance with the agreed payment terms (or where no payment terms have been agreed, within ten (10) days of the date of invoice or demand), pay Crown Gas & Power, in full and without deduction or set-off, the Contract Price or (where appropriate) the Deemed Contract Rate or Out of Contract Rate together with, in all circumstances, all other sums due under the Agreement and/or in connection with the supply of Gas to the Customer (and where there are more than one Customer or Consumer such obligation shall be joint and several);
- 4.12 where Crown Gas & Power is not the existing supplier of Gas to the Site promptly; (i) take all necessary steps; and (ii) comply with all requests, to ensure that the Site is transferred to Crown Gas & Power as soon as reasonably practicable and indemnify (and keep indemnified) Crown Gas & Power against all and any damage, losses (including direct, indirect and Consequential Losses), claims, costs, expenses, charges and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.12;
- 4.13 as soon as reasonably practicable, provide Crown Gas & Power with evidence of any relief and/or exemption it is able to claim in connection with its Gas consumption (Crown Gas & Power shall be under no obligation to apply such reliefs and/or exemptions to the Customer's charges where the Customer has failed to comply with this clause 4.13);
- 4.14 promptly provide Crown Gas & Power with accurate and complete information and fully indemnify (and keep indemnified) Crown Gas & Power against all and any damage, losses (including direct, indirect and Consequential Losses), claims, costs, expenses, charges and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.14;
- 4.15 advise Crown Gas & Power immediately if any Meter is exchanged for another Meter or removed from the Site(s); and
- 4.16 without prejudice to any rights or remedies of Crown Gas & Power under this Agreement, in the event that the Customer wishes either to sell or otherwise dispose of, or terminate the use of a Site, give no less than twenty-eight (28) days' notice to Crown Gas & Power of such sale, disposal or termination of use and promptly supply Crown Gas & Power with all and any information reasonably requested in respect of such sale, disposal or termination (including but not limited to any sale or tenancy agreement or any other relevant formal documentation). The Customer shall remain liable for all charges incurred up to and including the date upon which Crown Gas & Power ceases to be the Registered Supplier for the Site. Further, where any Site is to be sold or otherwise disposed of, such Site shall only be removed from this Agreement and this Agreement shall only terminate in respect of such Site, with Crown Gas & Power's written consent and on Crown Gas & Power being satisfied, inter alia, that either (i) the Site is being supplied with Gas pursuant to a valid supply agreement with another supplier; or (ii) that the new owner of such Site has entered into an agreement with Crown Gas & Power for the supply of Gas to that Site. Without prejudice to any other provision in these terms and conditions, where the Site is subject to a change of tenancy and the incoming party is entitled to the Price Cap, the Customer shall pay Crown Gas & Power the Site Transfer Fee

- 4.17 For the avoidance of doubt, in circumstances where Crown Gas & Power has not been notified of the exchange or removal of a Meter from a Site in accordance with clause 4.15 or of the sale, disposal or termination of use of a Site in accordance with clause 4.16 Crown Gas & Power shall be under no obligation whatsoever to remove such Meter or Site from this Agreement, and this Agreement shall remain in full force and effect in respect of any such Meter or Site and the Customer shall be responsible for paying for any Gas supplied (in the case of breach of 4.16), together with all related charges.
- 4.18 In the event that the Customer suffers any loss as a result of any legitimate action taken by the Transporter and/or Crown Gas & Power (including its authorised agent), which is in compliance with the UNC and which is not as a result of the Transporter's and/or Crown Gas & Power's negligence, the Customer shall not bring any action or proceedings against Crown Gas & Power or the Transporter and neither the Transporter nor Crown Gas & Power shall have any liability to the Customer.
- 4.19 Where the Customer appoints its own Meter Asset Manager and/or data service provider at any time during which Crown Gas & Power is the Registered Supplier to the Meter, or at any time during the Agreement (whichever period is longer), the Customer will:
- i. pay any costs which Crown Gas & Power may incur as a result of changes to the Meter Installation.
 - ii. upon request, promptly provide Crown Gas & Power, with all information it requires in relation to the Meter Installation and/or Meter Work.
 - iii. ensure that all Meter Work is carried out by a registered Meter Asset Manager.
 - iv. provide Crown Gas & Power with all relevant meter readings required to support current industry regulatory obligations and requirements irrespective of whether SMART Metering Equipment is installed.
- 4.20 In the event that Ofgem (or relevant authority) issues a direction as granted under the Energy Act that prohibits or restricts the supply of Gas, then Crown Gas & Power may discontinue or restrict the supply of Gas to the Site(s). In such an event the Customer shall take all steps to cease the consumption of Gas at the Site(s) immediately after being instructed by Crown Gas & Power to do so, for as long as Ofgem's (or relevant authority's) direction is in force

5. QUANTITIES

- 5.1 Crown Gas & Power will sell Gas to the level of the MACC provided always, however, that Crown Gas & Power's obligation to supply shall be limited to the capacity of the existing Transporter's Equipment and the Meter.
- 5.2 Where the FAC is more than 500,000 kWh or where an MCC and/or MACC greater than zero is specified in the Contract Details:
- i. If the Customer received from Crown Gas & Power in any Supply Period less than the MCC for each Supply Period, Crown Gas & Power shall be entitled to adjust the Contract Price in accordance with the Customer's actual consumption by charging the Customer, and the Customer shall pay, an amount equal to the difference between the actual quantity received and the MCC multiplied by the Contract Price; and
 - ii. If the Customer received from Crown Gas & Power in any Supply Period more than the MACC (**MACC Breach**) Crown Gas & Power shall be entitled to adjust the Unit Charge taking into consideration the prevailing market wholesale cost of gas relevant for the remainder of the Supply Period. Crown Gas & Power may, also, increase the Standing Charge to reflect any additional costs which may be incurred as a result of the MACC Breach. Such changes to the Unit Charge and Standing Charge will take effect from the first day of the MACC Breach or in the absence of any Meter Readings, the date which Crown Gas & Power reasonably believes to be the first day of the MACC Breach and will continue for the remainder of the Supply Period. For the avoidance of doubt, Crown Gas & Power may invoice the Customer for these additional charges at any time following the MACC Breach, including after the expiry of the Supply Period and/or termination of the Agreement and the Customer's liability to pay these charges shall not be affected by the expiry of the Supply Period and/or termination of the Agreement.
- 5.3 In respect of each Site where a Customer has consumed (or is estimated to consume) less than

10,000 kwh by each Supply Date anniversary Crown Gas & Power shall be entitled to recover from the Customer all costs incurred by Crown Gas & Power in connection with the transportation and metering of Gas to the Site (including any standing charges) whether or not Gas is consumed at the Site.

6. QUALITY AND MEASUREMENT

- 6.1 Gas supplied shall comply with the same standards of pressure and quality as applied to the supply of Gas by the Transporter under the Act and any other applicable statute(s) and regulations in force from time to time.
- 6.2 Crown Gas & Power shall ensure that the Transporter or Installer is responsible for the installation, operation and maintenance of each Meter.
- 6.3 If SMART Metering Equipment is to be installed (which shall be at the Installer's discretion) at any time during the Supply Period the Customer shall permit the Installer such access as is required to install the SMART Metering Equipment. Such installation shall be at the Installer's cost unless ancillary equipment is deemed necessary for such installation in which case the Customer shall be responsible for all costs and expenses associated with such ancillary equipment. If the Customer requires any data from the SMART Metering Equipment the Installer reserves the right to charge an additional amount for such information.
- 6.4 Meter Readings shall be collected by the Transporter, their authorised agent, or another person appointed by Crown Gas & Power to take Meter Readings except where SMART Metering Equipment is installed, in which circumstances a reading may be taken by the Installer, Crown Gas & Power or their authorised agent(s).
- 6.5 If in any Contract Month the Meter is not read or a Meter Reading is not made available promptly to Crown Gas & Power by the Meter Reader or otherwise, by the Customer (and there is no SMART Metering Equipment or the SMART Metering Equipment installed is not working either properly or at all), the quantity of Gas taken by the Customer for such Contract Month shall be estimated by Crown Gas & Power. If an invoice covers a period of more or less than one calendar month, then Crown Gas & Power reserves the right to adjust the monthly invoice to reflect consumption for a calendar month.
- 6.6 The Customer may request that the Meter be verified for accuracy. The Customer shall, initially, be liable for all the costs and charges of and associated with such verification process (**Verification Charges**) which must be paid to Crown Gas & Power in full prior to the examination and/or testing of the Meter. Pending the results of such examination and/or testing, the Customer must pay Crown Gas & Power's invoices in full as and when they fall due. Where the Meter is found to be recording inaccurately Crown Gas & Power shall: (i) at its option, either refund any overpayment or apply a credit to the Customer's account; and (ii) refund the Verification Charges.
- 6.7 The reading shown on the Meter shall be evidence of the quantity of Gas consumed.
- 6.8 The quantity of Gas consumed in energy terms shall be calculated using formulae generally accepted in the Gas industry.

7. CONTRACT PRICE

- 7.1 Subject to any other term of the Agreement, Crown Gas & Power will charge the Customer the Contract Price in connection with the supply of Gas to the Site(s). The Contract Price is exclusive of VAT or any other tax, duty or imposed levy on the sale, consumption or use of the Gas, Crown Gas & Power shall be entitled to add VAT at the prevailing rate and to adjust any amount invoiced to reflect any other tax duty imposed on the sale of Gas from time to time.
- 7.2 Notwithstanding any other term to the contrary in the Agreement Crown Gas & Power shall be entitled at any time and on any number of occasions:
 - i. on twenty-eight (28) days' notice to increase the Contract Price and/or amend the Agreement as a result of: (a) any change(s) in Crown Gas & Power's arrangements or costs in relation to and/or in connection with the purchase, supply, metering, transportation and/or distribution of Gas (where the Product Type is not You Fix); and/or (b) any regulations set, introduced or imposed by the Government or any regulator, including, but not limited to, any increase in VAT, levies or any duties or imposts; and/or (c) any increase in the UIG

(unidentified gas) charges for which Crown Gas & Power is or becomes liable; and/or (d) any mutualisation charges for which Crown Gas & Power is or becomes liable; and/or (e) any charges for which Crown Gas & Power becomes liable as a result of supplier failure and/or insolvency; (f) any material change in balancing costs; and/or (g) any national shortage of Gas or any other event that impacts the availability of Gas in the UK and/or mainland Europe.

- ii. to pass on to the Customer any penalties, costs and expenses incurred and/or to increase the Contract Price as a result of the Customer failing to provide accurate and complete information promptly;
- iii. to increase the Contract Price and/or amend the Agreement where there is a reduction in the number of Sites receiving Gas pursuant to this Agreement;
- iv. to increase the Contract Price where the Customer is (or has been) in breach of agreed terms to pay Crown Gas & Power by direct debit; and
- v. to increase the Contract Price where the Customer's Gas consumption is not in line with the Forecast Annual Consumption.

7.3 Crown Gas & Power will be allowed to charge the Customer for any Siteworks it arranges on behalf of the Transporter or Installer.

7.4 Unless expressly stated otherwise, all quotations issued by Crown Gas & Power are based upon a Low Pressure Meter Installation. Crown Gas & Power reserves the right to pass on to the Customer any additional charges incurred should the Meter Installation be at Elevated Pressure.

8. BILLING AND PAYMENT

8.1 Crown Gas & Power shall, prior to entering into this Agreement, undertake credit checks on the Customer. The Customer agrees to Crown Gas & Power sharing its payment history with credit reference agencies. If, at any time during this Agreement, the Customer's credit risk becomes unacceptable to Crown Gas & Power (or its credit insurer), Crown Gas & Power may request a third party guarantee and/or a security deposit for an amount to be determined by Crown Gas & Power acting reasonably. Unless an acceptable third party guarantee and/or security deposit is put in place within ten (10) days of its request, without prejudice to its other rights and remedies, Crown Gas & Power may terminate the Agreement on giving the Customer not less than fifteen (15) days' notice.

8.2 Crown Gas & Power will make all reasonable efforts to post or email monthly invoices ("e-billing") to the Customer detailing the quantity of Gas received and the Contract Price of the Gas. Crown Gas & Power, however, reserves the right to invoice the Customer for such periods and at such intervals as it sees fit.

8.3 Payment shall be made by the agreed method as set out in the Contract Details or the Renewal Agreement. If payment is to be made by direct debit, the Customer shall at all times ensure there are sufficient available funds in its account to meet such direct debits. All Crown Gas & Power direct debits for the amount due for Gas delivered in a Contract Month will be taken from the Customer's bank account ten (10) days after the date of invoice immediately following the month in which such Gas was delivered. Unless otherwise agreed, if payment is made by any other method, the invoice becomes due and payable within ten (10) days from the date of invoice. All other sums for which the Customer may become liable under this Agreement shall become due and payable within ten (10) days from the date of invoice or demand (as the case may be).

8.4 Subject to clause 8.9, if the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due: (i) the Customer shall notify Crown Gas & Power in writing as soon as possible and in any event no later than fourteen (14) days from the date of the relevant invoice (if the Customer fails to notify Crown Gas & Power of the dispute within fourteen (14) days as required, the Customer will be deemed to accept the charges in full and waives any claims it may have in respect of the amount of the invoice); (ii) the Customer's failure to pay charges validly disputed in accordance with this clause 8.4 shall not be a breach of the Agreement or Renewal Agreement (as the case may be); (iii) the Customer shall pay the balance of the invoice which is not in dispute by the due date for the payment of the invoice; and (iv) once the dispute has been resolved, where the Customer is required to make a balancing payment, it shall do so within 7 days and such balancing payment will also include a sum representing interest on the

outstanding and due amount at the rate set out in clause 8.5 from the date the original invoice became due to the date of payment.

- 8.5 If payment has not been received by the due date Crown Gas & Power may charge interest on the overdue amount from the due date at a rate of 4% per annum above Barclays Bank Plc base rate in force at the time.
- 8.6 If the Customer fails to set up or, at any time cancels, its direct debit arrangement without prior consent in writing from Crown Gas & Power, or the direct debit mandate is not effective, Crown Gas & Power may increase the Contract Price by 0.5p/kwh and charge the Customer an administration fee of £1.00 per day which shall be added to the standing charge until payment by direct debit is established or resumed.
- 8.7 If Crown Gas & Power is supplying the Customer (or any associated or holding company of the Customer) with Gas to more than one Site under this Agreement (or a number of agreements), Crown Gas & Power shall be entitled to transfer or credit monies between the accounts of the Customer (or any associated or holding company of the Customer) where monies are outstanding or where monies paid have been misallocated between such accounts.
- 8.8 The Customer shall have no right of set-off against any monies due to Crown Gas & Power under this Agreement or otherwise.
- 8.9 With effective from 1st November 2018 (the **Effective Date**), and subject to 8.10, where Crown Gas & Power issues an invoice to a Micro Business Customer or otherwise seeks to recover charges for a quantity of Gas and/or Standing Charge (or any other type of supply charge) from that Micro Business Customer, then the quantity of Gas and/or Standing Charge (or any other type of supply charge) which is itemised on the invoice shall be limited to an amount which could have reasonably be considered to have been consumed and/or accrued within the twelve (12) months preceding the invoice date.
- 8.10 Paragraph 8.9 does not apply in the following circumstances:
- i. where an invoice was raised prior to the Effective Date;
 - ii. where Crown Gas & Power has raised an invoice following the Effective Date in a manner which has complied with paragraph 8.9 and, due to non-payment is continuing to take steps to obtain payment for the quantity of Gas and/or Standing Charge (or other types of supply charge);
 - iii. Crown Gas & Power has been unable to issue an invoice for the correct amount of Gas consumed due to obstructive or manifestly unreasonable behaviour of the Micro Business Customer.
- 8.11 If Crown Gas & Power agrees to accept payment of its charges by credit card, Crown Gas & Power may charge an additional fee to cover the costs associated with credit card payments.

9. FORCE MAJEURE

- 9.1 Either party shall be relieved from the consequences of failing to perform its obligations under this Agreement to the extent that such failure is the result of an Event of Force Majeure.
- 9.2 An 'Event of Force Majeure' shall mean any event or circumstances beyond the reasonable control of either party resulting in the failure by that party to fulfil any of its obligations under this Agreement and which shall include without limitation:
- i. damage to, or failure, breakdown of physical inoperability of the System Operator's transmission system, the Transporter's Equipment and/or Meter and/or the facilities of Customer at any Site;
 - ii. non-availability of supplies of Gas from the Transporter;
 - iii. act of Government, national, municipal or other governmental agency, whether domestic or foreign;
 - iv. epidemic or pandemic;
 - v. war declared or undeclared, military invasion and/or occupation civil war, riot or civil disturbance (whether or not any part of the UK is directly involved); or
 - vi. strike, lock-out or other industrial action, provided however that in no event shall either party be relieved from liability in circumstances in which the Event of Force Majeure could have been prevented or overcome by the exercise by it of reasonable efforts.

9.3 The parties shall not be relieved by reason of Force Majeure Event from any obligation to indemnify or to make any payments due under the Agreement.

10. RISK AND OWNERSHIP

- 10.1 Crown Gas & Power warrants that Customer will obtain good title to the Gas supplied in accordance with the terms of this Agreement and such Gas will be free of all liens, charges and adverse claims.
- 10.2 Title to and risk in the Gas received by the Customer shall pass to Customer at the Offtake Point.
- 10.3 Subject to clause 10.4 neither Crown Gas & Power nor Customer shall in any circumstances be liable to the other whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise for any Consequential Loss whether or not foreseeable.
- 10.4 Nothing in this Agreement shall exclude or restrict the liability of either party:
- i. for death or personal injury resulting from negligence; or
 - ii. for fraud or fraudulent misrepresentation; or
 - iii. under the Consumer Protection Act 1987; or
 - iv. under any indemnity; or
 - v. for breach of the implied conditions as to title and quiet possession implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 10.5 Subject to clauses 10.3 and 10.4 Crown Gas & Power's total liability in respect of all other losses arising under or in connection with this Agreement whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise shall not exceed the cost of the Gas supplied in the previous twelve (12) Contract Months or the period for which the Gas has been supplied, whichever is the shorter.
- 10.6 The Customer shall indemnify (and keep indemnified) Crown Gas & Power against all and any damage, losses (including direct, indirect and Consequential Losses), claims, costs, expenses, charges and penalties arising out of or in connection with any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement.

11. PERSONAL DATA

- 11.1 Where the Customer (or its authorised energy broker) provides Personal Data to Crown Gas & Power, the Customer warrants that: (i) it has obtained the permission of the relevant individual(s) to provide such Personal Data to Crown Gas & Power; and (ii) that the relevant individual(s) agrees that the Personal Data can be used for the purposes set out in this Agreement. The Customer shall notify Crown Gas & Power immediately in writing should the relevant individual(s) withdraws this permission at any time and will indemnify (and keep indemnified) Crown Gas & Power against all and any damage, losses (including direct, indirect and Consequential Losses), claims, costs, expenses, charges and penalties arising as a result of, or in connection with, the Customer's breach of this clause 11.1.
- 11.2 Crown Gas & Power or its authorised agents may collect and use Personal Data (including data relating specifically to this Agreement):
- i. to carry out our obligations under this agreement;
 - ii. to contact the Customer (including by post, e-mail, phone, text or other forms of electronic communications) for a legitimate reason to provide information, products or services which Crown Gas & Power believes may interest the Customer, or to carry out market research (except where the Customer has asked that the relevant individuals are not contacted for such purposes);
 - iii. to carry out quality assurance checks;
 - iv. to help to prevent and detect fraud;
 - v. for matters relating to health and safety; and
 - vi. if Crown Gas & Power is under a duty to disclose the Personal Data for legal or regulatory reasons to third parties such as the police, Ofgem or other regulatory body or authority.
- 11.3 Crown Gas & Power is a data controller of such Personal Data for the purposes of the Data Protection Law.

- 11.4 Where Crown Gas & Power processes a Customer's Personal Data, that Customer has the following rights in relation to such data:
- i. the right to know what data is being processed;
 - ii. the right to access that data;
 - iii. the right to rectify any errors in the data;
 - iv. the right to have such data erased;
 - v. the right to restrict the further processing of the data;
 - vi. the right receive the data (or have the data transferred to another organisation) in a structured and machine readable format (commonly called the "right to data portability");
 - vii. the right to object to further processing of the data; and
 - viii. rights in relation to automated individual decision-making and profiling (an example of such automated decision-making and profiling would be credit scoring).
- 11.5 Further details relating to how Crown Gas & Power processes personal data as well Customer data protection rights can be found within the privacy notice, a copy of which can be viewed on www.crowngas.co.uk.

12. MISCELLANEOUS

- 12.1 Crown Gas & Power may assign, transfer or novate this Agreement provided that the assignee, transferee or incoming party is an approved gas supplier by the Director General of Gas supply and the Customer shall promptly execute and deliver such documents and perform such acts as may be required to give effect to such assignment, transfer or novation. The Customer may not assign, transfer or novate this Agreement without the prior written consent of Crown Gas & Power.
- 12.2 Any notice to be given pursuant to this Agreement shall be in writing and may be served by personal delivery or first class post or by email to the parties at their respective addresses as set out in the Contract Details or the Renewal Details and shall be deemed to be given when received at such addresses on the day when personal service is effected or if by post two (2) days after the date of posting or in the case of email upon acknowledgement from Crown Gas & Power of receipt of the email.
- 12.3 This Agreement shall be governed by and constructed in accordance, with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales as the proper legal forum for the settlement of any dispute which cannot be settled by agreement between parties within fourteen (14) days of the same arising.
- 12.4 Crown Gas & Power reserves the right, at any time, to make such changes to these terms, as it deems necessary, for operational reasons including (without limitation) to ensure continuity of supply of Gas for the Supply Period and/or to comply with its legal and/or regulatory obligations. The Contract Price shall remain the same for each Supply Period (save as provided for by (i) clauses 2.10, 5.2, 5.3, 7.2, 7.4 and 8.6 (or any other relevant clause(s) of this Agreement); or (ii) to reflect any variation to the Standing Charge).
- 12.5 Crown Gas & Power may vary the Out of Contract Rate and/or the Deemed Contract Rate at any time on notice by publishing the revised rate(s) on its website. The new rates will take effect from the date stated on the website.
- 12.6 If requested Crown Gas & Power may, at the Customer's expense, assist the Customer to offset, or reduce, its carbon emissions as part of a voluntary scheme by purchasing carbon credit(s) or renewable gas guarantees of origin (**RGGOs**) to satisfy the Forecast Contractual Consumption (**FCC**). Crown Gas & Power shall determine the number of carbon credits and RGGOs to be purchased at any one time and the timing of such purchases and reserves the right to purchase sufficient carbon credits and RGGOs to satisfy actual consumption rather than FCC. Crown Gas & Power shall be under no obligation to purchase additional carbon credits or RGGOs (or refund the Customer) should actual Gas consumption vary from the FCC. Compliance with all relevant legal and/or regulatory requirements and/or obligations remains the Customer's responsibility.
- 12.7 The Customer or an authorised signatory on the Customer's behalf may use an electronic signature on the Contract Details or Renewal Details, subject to verification of the signature in accordance with Crown Gas & Power's authentication process.
- 12.8 The Customer agrees that it shall at all times (both during the term of the Agreement and after its termination) keep confidential, and shall not use without the prior written consent of Crown Gas

& Power, disclose to any third party any Confidential Information unless the information was: (i) public knowledge; or (ii) subsequently becomes public knowledge other than by breach of this clause; or (iii) subsequently comes lawfully into the possession of the Customer from a third party. Nothing in this Agreement shall prevent the Customer from disclosing Confidential Information when required to do so by a mandatory provision of applicable law, any court of competent jurisdiction, the rules of a relevant stock exchange on which the Customer's shares are listed or quoted or an appropriate regulatory body.

- 12.9 The failure of Crown Gas & Power to exercise or enforce any rights under the Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 12.10 Where the Customer has instructed an energy broker with whom Crown Gas & Power does not ordinarily work, Crown Gas & Power may require the Customer to email Crown Gas & Power at hello@crowngas.co.uk with confirmation of those instructions in addition to providing a valid letter of authority.
- 12.11 Crown Gas & Power will, ordinarily, pay commission to the Customer's authorised energy broker for introducing the Customer's business to it. The commission will be one or both of the following: (a) an uplift in pence per kWh incorporated into the Unit Charge the Customer pays; and (b) a fixed price uplift incorporated into the Standing Charge the Customer pays. For example, Crown Gas & Power may offer the Customer's energy broker a unit rate of 9.0p per kWh to which the energy broker applies an uplift of 0.5p per kWh. The Customer would, therefore, pay a Unit Charge of 9.5p per kWh. If the estimated annual gas consumption was 15,000 kWh and the Customer's supply contract was for a period of 2 years, the total estimated commission the energy broker would receive would be £150 (0.5p x 15,000 / 100 x 2). Another example would be where Crown Gas & Power has offered the Customer's energy broker a standing charge of £1.20 per day and the energy broker uplifts this by £0.20 per day, the Customer would pay a Standing Charge of £1.40 per day. If the Customer's supply contract was for a period of 2 years, the total commission the Customer's energy broker would 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 the Customer's supply contract is not determined by Crown Gas & Power and should be agreed between Customer and its authorised energy broker when the Customer procures the energy broker's services.
- 12.12 In the case of a Micro Business Customer only, from the 1st October 2022, the Customer may request Crown Gas & Power to provide details of any authorised energy broker's commission paid or payable in respect of the full duration of the Agreement. Crown Gas & Power will provide the Micro Business Customer with such information expressed in £pounds and where possible these figures will be actual, rather than estimated, amounts.
- 12.13 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions. If any provision or part-provision of this agreement is deemed deleted under, this clause 12.13 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.