

## **Electricity Supply General Terms and Conditions**

### **1. DEFINITIONS**

IN THESE GENERAL TERMS AND CONDITIONS:-

- ‘**Act**’ means the Electricity Act 1989 (as amended) for the supply of electricity.
- ‘**Authority**’ means the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem).
- ‘**Actual Meter Readings**’ means a meter reading taken at the Site by Crown Gas & Power or an Agent, a meter reading taken remotely, or a meter reading taken by the Customer read from the Customer’s Meter.
- ‘**Affiliate**’ means, in relation to any company, a subsidiary of that company or a holding company of that company or any other subsidiary of that holding company.
- ‘**Agreement**’ means the arrangements under which Crown Gas & Power supplies the Customer with Electricity, 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.
- ‘**Agent**’ means the person who is (or to be) appointed by Crown Gas and Power, Network Operator or Customer (as the case may be) to carry out particular installation, maintenance, data collection or other activities in relation to the Meter and/or Smart Metering Equipment, including those activities which are required to be carried out by particular qualified persons for the purposes of applicable Industry Rules.
- ‘**Agreed Capacity Charge**’ means a charge for the amount of Electricity that is reserved for the Customer’s Half-Hourly Meter to be used at any time expressed in pence per kilovolt ampere (kVA) per day, which is agreed between the Customer and the Network Operator and passed through from the Network Operator to the Customer by Crown Gas & Power.
- ‘**Ancillary Agreement**’ means a security deposit agreement and/or an extended payment terms agreement (as the case may be).
- ‘**Available Capacity**’ means the total agreed maximum amount of Electricity that the local Network Operator is required to make available in relation to the Customer’s supply, as set out in any contract between the Customer and the Network Operator.
- ‘**Change of Measurement Class**’ means a change to the Meter or configuration which relates to how consumption is measured as defined in Industry Rules.
- ‘**Change of Tenancy**’ means the Customer has either vacated, sold or otherwise disposed of the Site or the Customer’s use of the Meter has ended for some other reason including removal and/or isolation.

- ‘**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).
- ‘**Commission**’ means a payment made by Crown Gas & Power to the Customer’s energy broker which is, ordinarily, funded by applying an uplift to Crown Gas & Power’s base unit rate (in p/kWh) and/or an uplift to Crown Gas & Power’s base standing charge rate. Crown Gas & Power collects the commission from the Customer. The level of Commission is determined by the energy broker and represents payment for the services it provides to the Customer. More details are set out in clause 12.12.
- ‘**Compliance Year**’ means 1<sup>st</sup> April to the 31<sup>st</sup> March the following year.
- ‘**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.
- ‘**Connection Point**’ means the exit terminal of a Meter or where no meter exists, a notional point where the customer is deemed to have taken responsibility for the electricity.
- ‘**Consumer**’ means the party consuming Electricity and/or receiving services at the Site and/or in connection with the Meter.
- ‘**Consumption Projection**’ means the projection, at the Agreement Date (or as subsequently varied with Crown Gas & Power’s consent) of how the Customer is expected to consume Electricity (with reference to day, time and volume) based on historic half hourly consumption data (where available) or data provided by the Customer or ElectraLink or other recognised industry sources.
- ‘**Contract Details**’ means those principal terms of the Agreement as set out in the document attached headed “Electricity Supply Agreement”, or “Renewable Electricity Supply Agreement” or (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 Electricity is stated, in the Contract Details to end.
- ‘**Contract Month**’ means a period of the term of this Agreement beginning at 00:00 hours on the first day of the Supply Period and ending at 00:00 hours on the first day of the next succeeding calendar month and each month thereafter.
- ‘**Contract Price**’ means the Unit Charge(s) 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), any other applicable third-party charge and VAT to be paid by the Customer to Crown Gas & Power in respect of Electricity supplied.
- ‘**Contract Start Date**’ means the date on which the supply of Electricity 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 00:00 on the first day of the Supply Period.
- ‘**Crown Gas & Power**’ means Crown Gas and Power 2 Limited (company number 11357910) who is licensed and authorised to supply Electricity to the Site 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 relevant code administrator to forecast or allocate customer demand.
- ‘**Demand Side Management Contract**’ means in relation to a Site(s) any solution that may incentivise a Customer to reduce the amount of Electricity consumed.
- ‘**Deemed Contract**’ means a contract for the supply of Electricity where Crown Gas & Power has never entered into a contract with the Consumer and Electricity is still being supplied to the Site and/or services are still being provided and as more particularly defined in paragraph 3(1) of Schedule 6 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/>.
- ‘**De-energisation**’ means in relation to the Meter whereby the main fuse is removed preventing Electricity flowing to or from the Site, which is still connected to the Electricity network. Electricity remains disconnected until it is reconnected and **De-energise** should be construed accordingly.
- ‘**Disconnection**’ means the physical removal of all metering equipment or cabling from the property by the appointed metering agent and/or Network Operator and **Disconnect** should be construed accordingly.
- ‘**EAC**’ means the Estimated Annual Consumption of Electricity in kWh for each Meter as determined by historical consumption information (which may pre-date the Customer’s use of the Site).
- ‘**ECOES**’ means Electricity Central Online Enquiry Service.
- ‘**Electricity**’ means import electricity supplied by Crown Gas & Power.
- ‘**Electricity Charges**’ means the charges (based upon the Unit Charges) for Electricity used (or deemed to have been used) for which the Customer is liable.
- ‘**Energisation Date**’ means the date upon which mains fuses are inserted or any other steps are taken to enable Electricity to flow to a Connection Point.
- ‘**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.
- ‘**Excess Capacity Charge**’ means a charge for instances when the Agreed Capacity has been exceeded. Expressed in pence per kilovolt ampere (kVA) per day, which is set by the Network Operator and passed through from the Network Operator to the Customer by Crown Gas & Power.

- ‘Excluded Loss’** means indirect or consequential loss.
- ‘Flex Product’** means the arrangement allowing the Customer to trade Electricity flexibly with Crown Gas & Power in connection with the supply of Electricity to the Customer’s Meter.
- ‘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 in respect of a Connection Point, any of the following recorded, notified or calculated at the time of contracting, the EAC, an estimated annual consumption calculated by Crown Gas & Power, an estimated annual consumption based upon historic consumption data, or an annual volume of Electricity agreed with the Customer.
- ‘Forecast Contractual Consumption’ (FCC)** means the quantity of Electricity in kWh 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  $((FCC \text{ for the relevant Meter} \times 80\%) \text{ less Paid Consumption}) \times (\text{Weighted Average Unit Charge less average of any uplift (in p/kWh) applied to Unit Charge by way of Commission})$ .
- ‘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.
- ‘Green Deal Plan’** means an agreement entered into under the Government’s “Green Deal” scheme.
- ‘Greener Sources’** shall mean the purchasing of carbon credits, renewable energy guarantees of origin (REGOs) and/or guarantees of origin (GoOs).
- ‘Half-Hourly Meter’** means a type of Meter that measures consumption data in multiple periods and is able to record such data in half-hourly periods.
- ‘Industry Rules’** means all relevant rules and requirements applicable to any Supply, including the Electricity Act (1989); the conditions of license granted by an authority in respect of the supply of electricity; the industry codes and agreements to which licensed suppliers of Electricity are required to adhere; any legislation or regulations which affects the conditions or costs of supply to any Site; any applicable connection agreement with a Network Operator.
- ‘Losses’** means all direct losses (including loss of profit), claims, proceedings, demands, liabilities, fines, charges, damages, costs and expenses including legal fees and disbursements and costs of investigation.
- ‘Maximum Agreed Consumption’ (MaxC)** means in respect of each consecutive 12-month period from the Supply Date (or the Supply Period itself if shorter) the maximum quantity of Electricity the Customer can import as set out in the Contract Details (or Renewal Details).
- ‘Meter’** means in respect of a Site, the metering equipment (including SMART Metering Equipment and Half Hourly Meters) measuring the amount of Electricity used by the Customer. There may be more than one Meter at a Site.
- ‘Meter Installation’** means with respect to each Connection Point, the Meter and associated equipment installed or to be installed at each Site, including associated cabling, 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 meets the criteria set by Ofgem from time to time, for being treated as a micro-business.

**‘Minimum Agreed Consumption’ (MinC)** means in respect of each consecutive 12-month period from the Supply Date (or the Supply Period itself if shorter) the minimum quantity of Electricity in kWh the Customer can take as set out in the Contract Details (or Renewal Details).

**‘Network Operator’** means the operator of the local distribution network.

**‘Network Operator’s Equipment’** means the cables owned by the Network Operator and/or the cables for which the Network Operator is responsible.

**‘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>

**‘Paid Consumption’** means in respect of the relevant Meter, the volume of Electricity consumed and paid for by the Customer.

**‘Pass-Through Charges’** means Agreed Capacity Charges, Excess Capacity Charges and Reactive Power Charges or any other charges contracted on a pass-through basis.

**‘Price Cap’** means the cap on the amount certain consumers can be charged for the supply of Electricity 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.

**‘Prepayment Meter’** means a meter which enables the Customer to “pay-as-they-go” for Electricity consumption.

**‘Reactive Power Charge’** means a charge for the Electricity used to power up certain industrial and commercial equipment before working Electricity is used to operate it, such as equipment that generates a magnetic field before full operation, expressed in pence per kilovolt ampere reactive hours (kVARh). It is calculated by the Network Operator and passed through from the Network Operator to the Customer by Crown Gas & Power.

**‘Registered Supplier’** in respect of each Site means the Electricity supplier as recorded by ECOES.

**‘Renewal Agreement’** means a new agreement for the supply of Electricity 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 Electricity is stated, in the Renewal Details to end.

**‘Renewal Agreement Start Date’** means the date on which the supply of Electricity 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 “Electricity Supply Agreement” or “Renewable Electricity 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 Unit Charge, Standing Charge and any other applicable charges which Crown Gas & Power quote the Customer when it contacts the Customer in accordance with clause 2.6 below.

**‘Retail Energy Code’** means a set of obligations governing the practices of energy suppliers operating in the energy retail market.

**‘Site’** means any location containing one or more valid Connection Points or a location at which the Customer requires and/or generates Electricity.

**‘Site Transfer Fee’** means, at Crown Gas & Power’s option, the higher of (i) £100; and (ii) the product of ((the Weighted Average Unit Charge minus the relevant Price Cap unit rate(s)) multiplied by FAC) converted to pounds by dividing by 100.

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

**‘SMART Metering Equipment’** means any of the following (as applicable): (i) a data logging device attached to a Meter; (ii) an industry compliant communications capable smart metering system; or (iii) a Meter that (a) provides measured Electricity consumption data; and (b) is able to provide remote access to such data.

**‘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). For the avoidance of doubt, more than one Standing Charge may apply depending upon Product Type.

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

**‘Supply Date’** means the date on which: (i) Crown Gas & Power becomes the Registered Supplier; (ii) the Energisation 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.

**‘Termination Fee’** means, at Crown Gas & Power’s sole discretion, either: (i) a sum calculated in accordance with Formula A; or (ii) a sum equal to the Losses suffered and/or incurred by Crown Gas & Power arising from or in connection with the early termination of the Agreement.

**‘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).

‘**Unit Charge**’ means the charge(s) for Electricity 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).

‘**Weighted Average Unit Charge**’ means, as determined by Crown Gas & Power, the average of the Unit Charges payable by the Customer weighted with reference to actual consumption or a Consumption Projection.

‘**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 Industry Rules.

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. By entering into this Agreement, the Customer will (unless relevant Industry Rules provide otherwise) be deemed to have also enter into a standard connection agreement with the Network Operator.
- 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 Electricity 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 Electricity used (or deemed to have been used) by 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 Excluded 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 or changes in the wholesale price of Electricity 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 suffered or incurred 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 breaches 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) De-energise and/or Disconnect the Meter; or (ii) suspend immediately its sale of Electricity to the Customer until such time as the failure and/or breach is remedied; or (iii) charge for Electricity at the Out of Contract Rate for as long as the failure and/or breach remains unremedied; or (iv) terminate this Agreement; or (v) deem the supply as an “erroneous switch” and allow the Meter to switch back to the previous registered supplier. The Customer shall be liable for all and any Losses Crown Gas & Power suffers and/or incurs arising out of or in connection with (i) any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement and/or (ii) Crown Gas & Power exercising its rights under this clause 2.10. All Losses which Crown Gas & Power suffers or incurs (or may suffer or incur) as a result of and/or in connection with the Customer’s failure to comply with any of its obligations under this Agreement and/or the Customer’s breach of any of its warranties under this Agreement, including Losses it suffers or incurs in De-energising and/or Disconnecting the Meter and/or suspending the sale of Electricity 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 Crown Gas & Power 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 by the Customer requiring such breach(es) to be remedied, the Customer may terminate this Agreement with immediate effect.
- 2.12 Crown Gas & Power may terminate this Agreement forthwith by written notice if the Customer: (i) ceases, or threatens to cease, to carry on its business; or (ii) Crown Gas & Power reasonably believes the Customer is insolvent; or (iii) the Customer becomes subject to any insolvency procedure (which, for liquidation includes the presentation of a winding up petition against it); or (iv) 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 or (v) terminates the appointment of its managing agent (or the appointment of the managing agent ends for some other reason). Crown Gas & Power may only terminate this Agreement under clause 2.12 (v) where the Customer has the benefit of a Flex Product.
- 2.13 The Customer may terminate this Agreement or Renewal Agreement (as the case may be) as a whole or in relation to a specific Meter (or Meters) prior to the expiry of the Supply Period only where there is a valid Change of Tenancy and subject to the procedure set out in clause 4.15
- 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 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, where the Customer fails to complete and sign off the Contract Details), Crown Gas & Power shall supply Electricity 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 Electricity used (or deemed to have been used) and the Standing Charge. The Customer will also be liable for the CCL and any other levies (if applicable).
- 2.17 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 Network Operator as the Registered Supplier in respect of the relevant Meter.
- 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, the Customer shall be liable for all Losses suffered or incurred by Crown Gas & Power as a result of such termination or delay.

### **3. WARRANTIES**

The Customer represents warrants and agrees at the Agreement Date and, where the context requires, for as long as Crown Gas & Power is its Registered Supplier:

- 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 the 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 Electricity pursuant to a commercial contract and not a domestic contract;
- 3.5 that the metered supply point has a measurement classification of either A, C, E, F or G (as defined in Industry Rules) (unless Crown Gas & Power has agreed otherwise in writing);
- 3.6 that it will not resell the Electricity to be supplied under the Agreement without Crown Gas & Power's prior written consent;
- 3.7 that Crown Gas & Power may deal solely with the Customer (save with consent where the matter is being dealt with through an energy broker) and rely solely on such dealings with the Customer in all matters relating to the purchase of Electricity 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 cables, wires, appliances, equipment and other facilities other than the Network Operator's Equipment, used in any way by the Customer in connection with Electricity 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 Network Operator's distribution system; and
  - iii. will at all times be properly maintained, serviced and kept in good order and repair; and
- 3.9 that in using Electricity supplied to any Site under this Agreement, Customer shall apply the proper standards of safety;
- 3.10 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;
- 3.11 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; and
- 3.12 that the Meter is not subject to any active Green Deal Plan. Where a Meter becomes part of a Green Deal Plan or where Crown Gas & Power identifies that a Meter is (or will become) part of a Green Deal Plan at any time after the Agreement Date, then without prejudice to any of its other rights and remedies under these terms and conditions, Crown Gas & Power may terminate the Agreement as a whole (or at its option, in relation to the relevant Meter only) in accordance with clause 2.10.
- 3.13 that the Meter is not subject to any active Demand Side Management Contract. Where a Meter becomes part of a Demand Side Management Contract or where Crown Gas & Power identifies that a Meter is (or will become) part of a Demand Side Management Contract at any time after the Agreement Date, then without prejudice to any of its other rights and remedies under these terms and conditions, Crown Gas & Power may terminate the Agreement as a whole (or at its option, in relation to the relevant Meter only) in accordance with clause 2.10. In all cases, the Customer shall be liable for all Losses suffered or incurred by Crown Gas & Power (at any time) arising from and/or in connection with the Meter being or becoming subject to any active Demand Side Management Contract.
- 3.14 that only the Customer (and not its Affiliates or a third party) shall make payments to Crown Gas & Power, except with Crown Gas & Power's consent;
- 3.15 that the Customer, has neither done nor will do anything (whether directly or indirectly) that will prevent or delay Crown Gas & Power becoming the Registered Supplier for the Meter and/or Sites by the Contract Start Date; and
- 3.16 that the Customer has done and will continue to do everything necessary to allow Crown Gas & Power to become the Registered Supplier for the Meter by the Contract Start Date.

#### **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 Network Operator and/or their Agent access to each Meter for any purpose whatsoever connected with the supply of Electricity under this Agreement;
- 4.3 keep Crown Gas & Power informed as to the intended use of Electricity supplied and provide Crown Gas & Power with as much notice as possible of any matter or circumstance which may affect the quantity of Electricity consumed (or to be consumed) or the pattern or timing of consumption of Electricity by the Customer for as long as Crown Gas & Power remains the Customer's Registered Supplier;
- 4.4 not install any apparatus, which may cause damage to the Network Operator's Equipment;

- 4.5 in the event of an emergency comply with all current applicable emergency procedures;
- 4.6 be responsible for all cables and apparatus after the Meter;
- 4.7 use the Electricity in line with the Forecast Annual Consumption and not request a quantity of Electricity which is in excess of the Network Operator's Available Capacity, or which is in excess of, or less than, the amount which the Network Operator's Equipment and/or Meter Installation is capable of delivering to the Site;
- 4.8 inform the Network Operator immediately it becomes aware of a matter or incident that either: (i) is a potential danger or requires urgent attention in connection with the supply or distribution of Electricity; or (ii) affects the security, maintenance and/or quality of service of the Electricity distribution network;
- 4.9 not cancel any appointment for Crown Gas & Power, the Network Operator or their Agent or subcontractors to attend the Site 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. Without prejudice to any other provision of this Agreement, the Customer shall be liable for all costs, charges and expenses arising from its failure to comply with this clause;
- 4.10 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 Electricity to the Customer (and where there are more than one Customer or Consumer such obligation shall be joint and several);
- 4.11 where Crown Gas & Power is not the existing supplier of Electricity to the Meter promptly; (i) take all necessary steps; and (ii) comply with all requests, to ensure that the Meter is transferred to Crown Gas & Power as soon as reasonably practicable and indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.11;
- 4.12 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 Electricity 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 4.12);
- 4.13 promptly provide Crown Gas & Power with accurate and complete information (whether or not requested by Crown Gas & Power), ensure that all information held by Crown Gas & Power relating to the Customer, the Site, the Meter and the Agreement is kept up to date and fully indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.13;
- 4.14 advise Crown Gas & Power immediately if any Meter is exchanged for another Meter or removed from the Site;
- 4.15 without prejudice to any rights or remedies of Crown Gas & Power and/or obligations of the Customer under this Agreement, in advance of any Change of Tenancy the Customer must give no less than twenty-eight (28) days' prior written notice to Crown Gas & Power of such Change of Tenancy (although Crown Gas & Power may in its discretion accept shorter notice or waive the requirement to give notice altogether) and promptly supply Crown Gas & Power with all and any information reasonably required (including any sale or tenancy agreement or any other relevant formal documentation including those that may be specified by the Retail Energy Code) to allow Crown Gas & Power to verify the Change of Tenancy. Where Crown Gas & Power supplies a number of Meters pursuant to the Agreement, the Agreement will continue in respect of the remaining Meters. The Agreement will only end (whether as a whole or only in relation to any specific Meter) once Crown Gas & Power, acting reasonably, is satisfied, that the Change of Tenancy is valid. Without prejudice to any other provision in these terms and conditions, where the Site and/or Meter is subject to a Change of Tenancy the Customer shall pay Crown Gas & Power (i) the Termination Fee and/or Flex Termination Fee in respect of each relevant Meter; and (ii) where the incoming party is entitled to the Price Cap the Site Transfer Fee. In addition to the relevant Termination Fee/Flex Termination Fee and Site Transfer Fee (where applicable), the Customer will, also, remain liable to pay for all Electricity consumed at the Site and/or in connection with the relevant Meter together with all associated charges up to: (i) the date of the

valid Change of Tenancy; or (ii) the date that Crown Gas & Power receives the requisite notice of the Change of Tenancy and acceptable supporting evidence, whichever is the later. Once the Agreement ends either as a whole or only in respect of any specific Meter, Crown Gas & Power will continue to supply Electricity to the Meter, which was subject to the Change of Tenancy, pursuant to a Deemed Contract until Crown Gas & Power ceases to be the Registered Supplier or until the incoming Consumer enters into an Electricity supply agreement with Crown Gas & Power (whichever is the earlier). In addition, pursuant to clause 7.2 (iii), Crown Gas & Power may increase the Contract Price and/or amend the Agreement in respect of any remaining Meters.

- 4.16 For the avoidance of doubt, until the Customer has provided Crown Gas & Power with the relevant notice together with all necessary information and documentation as required by clause 4.14 and clause 4.15; (i) Crown Gas & Power shall be under no obligation to consider the Change of Tenancy and/or removal of the relevant Meter from this Agreement, and (ii) unless Crown Gas & Power agrees otherwise, this Agreement shall remain in full force and effect in respect of any such Meter and the Customer shall remain liable to pay for any Electricity consumed (in the case of breach of 4.15), together with all related charges in the interim.
- 4.17 In the event that the Customer suffers any loss as a result of any action taken by the Network Operator and/or Crown Gas & Power (including its Agent), which is in compliance with the Industry Rules and which is not as a result of the Network Operator's and/or Crown Gas & Power's negligence, the Customer shall not bring any action or proceedings against Crown Gas & Power or the Network Operator and neither the Network Operator nor Crown Gas & Power shall have any liability to the Customer.
- 4.18 Where the Customer has appointed its own Agent in relation to a meter point 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. upon request, promptly provide Crown Gas & Power with all information relating to the Agent that Crown Gas & Power may, from time to time require;
  - ii. provide Crown Gas & Power with details of the Agent on or before the Agreement Date. If the Customer fails to provide such details when required, Crown Gas & Power will appoint an Agent of its choice. Crown Gas & Power will be entitled to recover from the Customer all and any Losses it may suffer and/or incur as a result of and/or in connection with the Customer's breach of this clause and/or any change of Agent;
  - iii. ensure that its Agent is and remains appropriately qualified to provide the relevant services and to comply with the Industry Rules;
  - iv. pay any Losses which Crown Gas & Power may incur or suffer as a result of changes to the Meter Installation and/or services that have been (or ought to have been) carried out by the Customer's Agent (which for the avoidance of any doubt includes Crown Gas & Power consequently having to appoint its preferred Agent); and;
  - v. provide Crown Gas & Power with all relevant meter readings and consumption data at intervals specified by Crown Gas & Power as required to comply with Industry Rules irrespective of whether SMART Metering Equipment is installed.
- 4.19 Inform Crown Gas & Power prior to the Supply Start Date of any SMART Metering Equipment which may not be communicating accurately (or at all).
- 4.20 Notify Crown Gas & Power immediately of the installation (or change in use) of any on-site electricity generating equipment, including solar panels.
- 4.21 Comply fully with the Customer's obligations under any Ancillary Agreement; breach of this obligation shall be a material breach of this Agreement.

## **5. QUANTITIES**

- 5.1 Crown Gas & Power will supply Electricity to the level of the MaxC provided always, however, that Crown Gas & Power's obligation to supply shall be limited to the Available Capacity of the Network Operator's connection and existing Meter Installation.
- 5.2 The Customer shall consume Electricity in accordance with the FAC and the Consumption Projection.
- 5.3 Without prejudice to the Customer's obligations under clause 5.2, where the FAC is more than 100,000 kWh or where a MinC and/or MaxC of more than zero is set out in the Contract Details:

- i. If the Customer received from Crown Gas & Power in any 12 month period (or the Supply Period if shorter) less than the MinC for that period, Crown Gas & Power shall be entitled to charge the Customer, and the Customer shall pay, an amount equal to the difference between the actual quantity received and the MinC multiplied by the Weighted Average Unit Charge; and
  - ii. If the Customer has received from Crown Gas & Power in any 12 month period (or the Supply Period if shorter) more than the MaxC (**MaxC Breach**) Crown Gas & Power shall be entitled to recover from the Customer all and any additional costs, expenses and charges, it suffers and/or incurs in connection with the MaxC Breach. Crown Gas & Power may do this by any one or more of the following methods (i) adjusting the Unit Charge(s) taking into account the prevailing market wholesale cost of Electricity relevant for the remainder of the Supply Period; (ii) increasing the Standing Charge to reflect any additional costs which may be incurred as a result of the MaxC Breach; and (iii) invoice the Customer for such additional costs, expenses and charges (calculated by Crown Gas & Power acting reasonably). Any changes to the Unit Charge(s) and Standing Charge will take effect from the first day of the MaxC Breach or in the absence of any Meter Readings, the date which Crown Gas & Power reasonably believes to be the first day of the MaxC 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 costs, expenses and charges at any time following the MaxC 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 Meter where a Customer has consumed (or is estimated to consume) less than 1,000 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 supply and metering of Electricity to the Meter (including any standing charges) whether or not Electricity is consumed.
- 5.4 If the Customer anticipates that it will exceed the MaxC it must provide Crown Gas & Power with a written request, detailing its requirements for the additional supply at least 6 weeks prior to the date it anticipates the MaxC will be exceeded. In such circumstances:
  - i. the Customer will be solely responsible for agreeing suitable increased capacity arrangements with the Network Operator; and
  - ii. Crown Gas & Power will use reasonable endeavours to accommodate the Customer's request but will be under no obligation to do so; Crown Gas & Power reserves the right to charge the Customer for dealing with such request and increase the Unit Charge(s) and/or Standing Charge and any other applicable third-party charges.

## 6. QUALITY AND MEASUREMENT

- 6.1 Crown Gas & Power may arrange for a Meter (or Meters) to be installed, as necessary, for the measurement of Electricity supplied under this Agreement. Where relevant, the Customer confirms that: (i) it is authorised to allow Crown Gas & Power and/or its Agent access to the Site; and (ii) the Customer will give Crown Gas & Power and/or its Agent full access (including remote access) to the Meter whenever access is required.
- 6.2 Where Smart Metering Equipment is installed, Crown Gas & Power and/or its Agent shall be entitled to take remote Meter Readings at any time.
- 6.3 If a Half Hourly Meter and/or SMART Metering Equipment is to be installed at any time during the Supply Period (such installation being at Crown Gas & Power's or the Network Operator's discretion) the Customer shall permit Crown Gas & Power and/or the relevant Agent such access as is required to install the Half Hourly Meter and/or SMART Metering Equipment. Installation shall be at the Installer's cost if performed during normal working hours. If, however, ancillary equipment is deemed necessary for such installation, the Customer shall be responsible for all costs and expenses associated with that ancillary equipment.
- 6.4 If the Customer requires any data from the Half Hourly Meter and/or SMART Metering Equipment which exceeds a 12-month period, Crown Gas & Power reserves the right to charge an additional amount for such information.

- 6.5 If there is no Smart Metering Equipment at the Site or the Smart Metering Equipment that is at the Site is not communicating accurately (or at all), the Customer must provide Crown Gas & Power with Actual Meter Readings on a monthly basis. Crown Gas & Power will use such readings for billing purposes provided they are not inconsistent with the readings previously obtained by Crown Gas & Power or its Agent. Crown Gas & Power may, at its discretion, arrange for its Agent to attend the Site to obtain Actual Meter Readings.
- 6.6 If an Actual Meter Reading is not available or, where provided by the Customer, it is in Crown Gas & Power's reasonable belief inaccurate, Crown Gas & Power will estimate the amount of Electricity used by the Customer in the relevant billing period and will charge the Customer accordingly. Any such estimates shall be subject to reconciliations as actual or more accurate information becomes available to 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.
- 6.7 Where Crown Gas & Power becomes aware that any Meter is or may not be functioning properly, then subject to clause 6.8, Crown Gas & Power will arrange for its Agent to inspect that Meter.
- 6.8 Where the Customer owns the Meter, the Customer is responsible for ensuring that it functions properly at all times, provides timely and accurate consumption data (as the case may be) and complies with Industry Rules. With the prior consent of Crown Gas & Power, the Customer will be responsible for instructing an Agent to maintain and repair its Meter. If Crown Gas & Power is not satisfied that the Customer is complying with Industry Rules, then Crown Gas & Power reserves the right to take action as described in 6.7, and recover any costs and expenses incurred directly from the Customer as set out in 4.18 (iv).
- 6.9 In order to comply with Industry Rules, Crown Gas & Power may instruct its Agent to carry out a Change of Measurement Class in relation to the Meter in order to record, charge and settle Electricity consumption on a half hourly basis. The Customer will provide Crown Gas & Power and its Agent with all necessary access in accordance with clause 4.2.
- 6.10 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.
- 6.11 The reading shown on the Meter shall be conclusive evidence of the quantity of Electricity consumed in the absence of manifest error or proven fault of the Meter.
- 6.12 Crown Gas & Power does not support any type of Prepayment Meters. To the extent that for any reason that a Site has a Prepayment Meter installed, the Customer must notify Crown Gas & Power before the Supply Start Date. On being notified that a Prepayment Meter is installed at the Site, Crown Gas & Power will be entitled at its option either: (i) to arrange, for a replacement Meter to be installed and to recover from the Customer any costs and expenses it incurs in relation to the removal and installation of the Meter; or (ii) to terminate the Agreement with immediate effect in relation to the relevant Site.

## 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 Electricity to the Meter. The Contract Price is exclusive of VAT or any other tax, duty or imposed levy on the sale, consumption or use of the Electricity, 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 Electricity 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, transmission and/or

distribution of Electricity (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 mutualisation charges for which Crown Gas & Power is or becomes liable; and/or (d) any charges for which Crown Gas & Power becomes liable as a result of supplier failure and/or insolvency; and/or (e) any material change in balancing costs; and/or (f) any national shortage of Electricity or any other event that impacts the availability of Electricity in the UK; and/or (g) the imposition of market wide half hourly settlement.

- ii. to increase the Contract Price and/or amend the Agreement and/or 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: (a) as at the Agreement Date; and (b) promptly, for as long as Crown Gas & Power remains the Customer's Registered Supplier;
- iii. to increase the Contract Price and/or amend the Agreement where there is a reduction in the number of Meters receiving Electricity 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;
- v. to increase the Contract Price where the Customer's Electricity consumption is not in line with the Forecast Annual Consumption;
- vi. to increase the Contract Price and/or amend the Agreement where the contracted measurement classification and/or profile class for the Meter is different to the actual measurement classification and/or profile class for the Meter;
- vii. to increase the Contract Price to take account of Losses Crown Gas & Power suffers or incurs (or may suffer or incur) as a result of the Customer failing to comply with its obligations under this Agreement and/or at any time being in breach of any warranties it has given in these terms and conditions.

7.3 Crown Gas & Power will be allowed to charge the Customer for any Siteworks it arranges.

7.4 Crown Gas & Power will be entitled to recover from the Customer any additional charges imposed on it by the Network Operator where the Meter exceeds its Available Capacity as set out in clause 4.7.

7.5 Crown Gas & Power will be entitled to recover from the Customer any Pass-Through Charges imposed by the Network Operator.

## **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 Ordinarily, Crown Gas & Power will invoice the Customer in arrears for Electricity delivered. Where a Change of Tenancy has occurred and/or where the Customer's credit risk becomes unacceptable to Crown Gas & Power, Crown Gas & Power may, from time to time and with prior notification, invoice the Customer in advance for Electricity to be delivered. In the absence of a valid Meter Reading (for whatever reason), Crown Gas & Power may invoice the Customer based on its estimate of the quantity of Electricity delivered to the Customer during the relevant billing period. Where it decides to invoice the Customer in advance, Crown Gas & Power may invoice the Customer based on its estimate of the quantity of Electricity that will be delivered to the Customer during the relevant billing period. Crown Gas & Power will make all reasonable efforts to post or email monthly invoices ("e-billing") to the Customer detailing the quantity of Electricity delivered (or estimated to be delivered) and the Contract Price of the Electricity. Crown Gas &

Power, however, reserves the right to invoice the Customer for such periods and at such intervals as it sees fit.

- 8.3 Crown Gas & Power's charges become due on the date of invoice and are payable within ten (10) days of the date of invoice (unless otherwise agreed) save that a Termination Fee and/or Flex Termination Fee become due and payable on the date of invoice. Payment shall be made by the method as set out in the Contract Details or the Renewal Agreement (as may be varied by Crown Gas & Power from time to time). 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 Electricity 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 Electricity was delivered (or estimated to be delivered) unless agreed otherwise. All other sums for which the Customer may become liable under this Agreement shall become due on the date of invoice or demand and payable within ten (10) days from the date of invoice or demand (as the case may be). Crown Gas & Power is under no obligation to accept payment from any party other than the Customer named in the Contract Details or Renewal Details (as the case may be) or the party being supplied Gas by Crown Gas & Power pursuant to a Deemed Contract.
- 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 seven (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 6% 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 2.0p/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 business or Affiliate of the Customer) with Electricity to more than one Meter 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 business or Affiliate 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. Crown Gas & Power may at any time, without notice to the Customer, set off any liability of the Customer (or any associated business) to Crown Gas & Power against any liability of Crown Gas & Power to the Customer (or any associated business), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement and/or any Deemed Contract. If the liabilities to be set off are expressed in different currencies, Crown Gas & Power may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Crown Gas & Power of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement, any Deemed Contract or otherwise.
- 8.9 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 Electricity and/or Standing Charge (or any other type of supply charge) from that Micro Business Customer, then the quantity of Electricity



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 Crown Gas & Power has raised an invoice 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 Electricity and/or Standing Charge (or other types of supply charge);
- ii. Crown Gas & Power has been unable to issue an invoice for the correct amount of Electricity 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:

- i. damage to, or failure, breakdown of physical inoperability of the Network Operator's transmission system, the Network Operator's Equipment and/or Meter and/or the facilities of the Customer at any Site;
- ii. non-availability of supplies of Electricity from the Network Operator;
- 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 an Event of Force Majeure 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 the Customer will obtain good title to the Electricity supplied in accordance with the terms of this Agreement and such Electricity will be free of all liens, charges and adverse claims.

10.2 Title to and risk in the Electricity received by the Customer shall pass to Customer at the Connection Point after the Meter.

10.3 Subject to clause 10.4, neither Crown Gas & Power nor the Customer shall in any circumstances be liable to the other whether in contract, tort (including negligence), equity, breach of statutory duty under any indemnity or otherwise for any Excluded Loss.

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. 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 Electricity supplied in the previous twelve (12) Contract Months or the period for which the Electricity has been supplied, whichever is the shorter.

- 10.6 The Customer shall indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties Crown Gas & Power suffers and/or incurs arising out of or in connection with: (i) any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement; and/or (ii) Crown Gas & Power exercising its rights under clause 2.10 of this Agreement; and/or (iii) termination of this Agreement save where termination is due to Crown Gas & Power's material breach; and/or (iv) De-Energisation or Disconnection due to the Customer's breach of its obligations and/or warranties under this Agreement.
- 10.7 Any provision in this Agreement, allowing Crown Gas & Power to recover its Losses from the Customer is in addition (and without prejudice) to Crown Gas Power's other rights and remedies under this Agreement or otherwise.
- 10.8 The rights and remedies of the Customer provided under this Agreement are exclusive of, and not in addition to, any rights or remedies provided by law.

## 11. PERSONAL DATA

- 11.1 Where the Customer (or its authorised energy broker) provides Personal Data to Crown Gas & Power, the Customer confirms 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 to [hello@crowngas.co.uk](mailto:hello@crowngas.co.uk) should the relevant individual(s) withdraw this permission at any time and will indemnify (and keep indemnified) Crown Gas & Power against all and any Losses 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 to 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 as Customer data protection rights can be found within the privacy notice, a copy of which can be viewed on [www.crowngas.co.uk](http://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 holds a valid licence to supply Electricity approved by the Director General of Electricity Supply (or its successor) 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 Electricity 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, 5.3, 7.2, 7.4, 7.5 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 by purchasing carbon credits or renewable energy guarantees of origin (**REGOs**) to satisfy the Customer's contractual requirements. Crown Gas & Power shall determine the number of carbon credits or REGOs to be purchased at any one time and, also the timing of such purchases and reserves the right to purchase sufficient carbon credits or REGOs to satisfy actual consumption rather than FAC or FCC. Crown Gas & Power shall be under no obligation to purchase additional carbon credits or REGOs (or refund the Customer) should actual Electricity consumption be above either the FAC or FCC. At its discretion, Crown Gas & Power may: (i) cease the delivery of renewable Electricity and remove any relevant renewable energy premiums from relevant consumption; or (ii) purchase additional REGOs at the Customer's expense to satisfy the Customer's actual Electricity consumption taking into consideration REGO prices for each Compliance Year. The Customer shall be liable for any Losses suffered or incurred by Crown Gas & Power arising from and/or in connection with purchasing any additional REGOs or in selling any unused REGOs where the Customer has consumed below the MinC. Crown Gas & Power will be entitled to use guarantees of origin (GoOs) in place of REGOs where appropriate. 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](mailto:hello@crowngas.co.uk) with confirmation of those instructions in addition to providing a valid letter of authority.
- 12.11 In accordance with Industry Rules, Crown Gas & Power is not a Feed In Tariff (FIT) licensee and is not able to make payments under the Government's FIT scheme. The Customer should contact its FIT provider to discuss the options available prior to entering into this Agreement.
- 12.12 Crown Gas & Power will, ordinarily, pay Commission to the Customer's energy broker. The Commission will be one or both of the following: (a) an uplift in pence per kWh incorporated into the Unit Charge(s) 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 25p per kWh to which the energy broker applies an uplift of 0.5p per kWh. The Customer would, therefore, pay a Unit Charge of 25.5p per kWh. If the estimated annual Electricity consumption was 15,000 kWh and the Customer's supply contract was for a period of two (2) years, the total estimated commission the energy broker would receive would be £150 (0.5p x 15,000 / 100 x 2). The uplift would typically apply to all unit rates e.g. day and night rates. 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 two (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 the Customer and its energy broker when the Customer procures the energy broker's services.
- 12.13 In the case of a Micro Business Customer only, the Customer may request Crown Gas & Power to provide details of any 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.
- 12.14 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 12.14 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.
- 12.15 The Customer shall promptly provide all information and/or documentation reasonably required by Crown Gas & Power to audit the Customer's compliance with its obligations under this Agreement.