

## Terms & Conditions

### 1. DEFINITIONS

IN THESE 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 for multiple time-periods and is able to provide such data for at least hourly time-periods; 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) to be read together with these terms & conditions as set out below and as each may be supplemented or as amended by agreement of both parties in writing 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.

‘**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.

‘**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 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) a Consumer.

**‘Data Protection Law’** means the Data Protection Act 1998, the General Data Protection Regulation (GDPR) (EU 2016/679) (once applicable) together with any secondary legislation, order, regulation made under it and any legislation (whether enacted in the UK or by the EU) which replaces, amends, or complements it (in whole or in part) and all other laws applicable to the processing of personal data.

**‘Demand Attribution Formula’** means the methodology by which Gas demand is forecasted as defined under the UNC.

**‘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**).

**‘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’** 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:  $(MCC \times \text{Contract Price})$  less paid Gas Charges.

**‘Formula B’** means  $((FCC \times 75\%) \times \text{Contract Price})$  less paid Gas Charges.

**‘Gas’** means Natural Gas.

**‘Gas Charges’** means the charges (based upon the Contract Price) for which the Customer is liable under this Agreement.

**‘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.

**‘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 primary measuring equipment of the Transporter installed in the supply pipeline from the Transporter’s transmission system at such Site. 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 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.

**‘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 where a meter read is only required at monthly, quarterly or longer intervals 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.

**‘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).

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

**‘Relevant Notice’** means (i) in the case of Micro Business Customers, 30 days prior written notice; or (ii) in the case of all other Customers, 60 days prior written notice, in each case served during the Contract Term or Renewal Agreement Term to expire at the end of the Supply Period.

**‘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” and any schedule attached 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 2.1 ii 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.

**‘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 fixed charge per day as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be).

**‘Supply Date’** means the date on which Crown Gas & Power becomes the Registered Supplier or the Installation Date 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 2.2.

**‘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.

**‘Total Nominated Consumption’** means the aggregate quantity of Gas which is estimated will be consumed on each Site in each Supply Period.

**‘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.

**‘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.

## **2. DURATION AND TERMINATION**

### **2.1**

- i. This Agreement shall commence on the Agreement Date and, subject to clause 2.2, shall remain in full force and effect until the end of the Supply Period; Crown Gas & Power shall only continue to supply the Customer thereafter if the Customer has entered into a new agreement with Crown Gas & Power or has not upon the expiry of the Supply Period transferred to another supplier.
- ii. Crown Gas & Power shall use reasonable endeavours to contact the Customer (or its authorised agent) 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 information including the Renewal Rates for the purpose of the Customer entering into a Renewal Agreement.
- iii. If the Customer does not want to enter into a Renewal Agreement the Customer must give Crown Gas & Power the Relevant Notice to expire at the end of the Supply Period. Where the Customer does not serve the Relevant Notice the Agreement will automatically renew for a period of 12 months such Renewal Contract being subject to Crown Gas & Power's then current terms and conditions and, subject to clause 2.1 iv below, the latest Renewal Rates. Each subsequent Renewal Contract shall automatically renew (in accordance with this clause 2.1 iii) for periods of 12 months each unless the Customer serves the Relevant Notice.
- iv. Crown Gas & Power reserves the right to increase the Renewal Rates to take account of any market fluctuations or changes in the wholesale gas price prior to the Customer entering into the Renewal Agreement. Crown Gas & Power shall inform the Customer of any such change by providing the Customer with revised Renewal Rates.
- v. Where the Customer serves the Relevant Notice the Agreement or Renewal Agreement (as the case may be) shall terminate upon expiry of the Supply Period after which time Crown Gas & Power will continue to supply the Customer at the Out of Contract Rate until the Customer has, successfully, switched to another Registered Supplier or agreed another Agreement with Crown Gas & Power. The Customer shall in those circumstances, and subject to clause 2.7 below, be entitled to terminate at any time with immediate effect if the supply of Gas is being charged at the Out of Contract Rate.

2.2 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 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 2.2 it shall notify the Customer (or its authorised agent) of the new expiry date of the Supply Period(s) within ninety (90) days of the Supply Date.

2.3 If the Customer fails to comply with any of its obligations under this Agreement and such failure is not remedied within fourteen (14) days after Crown Gas & Power has given notice to the Customer requiring the failure to be remedied, without prejudice to its rights under clause 2.4, Crown Gas & Power shall be entitled to take all necessary steps to remove the Meter(s) and/or suspend immediately its sale of Gas to the Customer until such time as the failure is remedied but shall be entitled to charge for Gas during the period of suspension at the Out-of-Contract Rate. Such Meter removal and/or suspension shall be without prejudice to any other rights or remedies that Crown Gas & Power may have. All costs which Crown Gas & Power incurs in suspending the sale of Gas under this clause and any reinstatement of supply to the Customer shall be borne and paid by the Customer before resumption of supply commences.

- 2.4 In the event that either party is in breach of any of its material obligations under this Agreement and 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.
- 2.5 Crown Gas & Power may terminate this Agreement forthwith by written notice if the Customer becomes insolvent or goes into liquidation (which includes the presentation of a winding up petition against it) or administrative receivership or 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.
- 2.6 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 set out in the Contract Details (or Renewal Details as the case may be) the Customer shall, prior to termination, pay Crown Gas & Power all sums due under the Agreement (and/or Renewal Agreement(s) (if any)) calculated with reference to Formula A; or
  - ii. where the MCC is not set out in the Contract Details (or Renewal Details as the case may be) the Customer shall, prior to termination, pay Crown Gas and Power all sums due under the Agreement (and/or Renewal Agreement(s) (if any)) calculated with reference to Formula B.

Termination under this clause 2.6 includes (without limitation) termination of the Agreement and/or Renewal Agreement(s) (if any) by way of change of tenancy.

- 2.7 The Customer shall be liable for payment for any Gas taken (together with the Standing Charge) after termination of this Agreement (for whatever reason) until such time as Crown Gas & Power ceases to be treated by the Transporter as the Registered Supplier in respect of each Site.
- 2.8 Following expiry of the Supply Period, if any invoice remains unpaid in breach of this Agreement: (i) the Customer agrees not to move to a new supplier of Gas until all debts due to Crown Gas & Power are paid in full; and (ii) without prejudice to its other rights and remedies, Crown Gas & Power may object to the transfer of any Site to another supplier until all debts to Crown Gas & Power are paid in full.
- 2.9 Following termination of this Agreement, a final invoice will be sent to the Customer which must be paid within 10 days of the date of the invoice. In the event of non-payment, interest shall be charged in accordance with clause 8.4.
- 2.10 Crown Gas & Power will not be held liable for any direct or indirect costs due to any delay in taking over supply by a new supplier following termination of this Agreement, save where Crown Gas & Power is in breach of this Agreement and is solely responsible for such delay.
- 2.11 In the event of termination by Crown Gas & Power of this Agreement further to clause 2.4 the Customer shall be liable for all reasonable costs and expenses arising out of termination (including but not limited to legal costs isolation and reinstatement fees) together with any outstanding amounts due under this Agreement.
- 2.12 Any termination of this Agreement shall be without prejudice to any rights or remedies of either party that have arisen prior to termination. Termination of this Agreement shall not affect the operation of any provision in this Agreement that expressly or impliedly is to have effect following termination.
- 2.13 In the event a 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 for clauses 2.1 and 3.2) and Crown Gas & Power shall charge the Customer the Deemed Contract Rate.

### **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 Crown Gas & Power may deal solely with Customer (save with consent where the matter is being dealt with through an agent) and rely solely on such dealings with 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;
- 3.5 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; and
- 3.6 that in using Gas supplied to any Site under this Agreement, Customer shall apply the proper standards of safety.

#### **4. OBLIGATIONS OF CUSTOMER**

The Customer shall:

- 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 Total Nominated 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 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 from the Agreement Date (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 take all necessary steps and comply with all requests to ensure that the Site is transferred to Crown Gas & Power and indemnify Crown Gas & Power against all and any losses (including direct, indirect and Consequential Losses), damage costs and charges and third party claims 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 shall fully indemnify Crown Gas & Power against any charges and/or losses suffered or incurred as a result of the Customer's breach of this clause 4.14;
- 4.15 advise Crown Gas & Power immediately if any Meter is 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 to either 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, tenancy agreement or any other relevant formal documentation). The Customer shall remain liable for all charges incurred up to and including the date of the final Meter Reading. 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 the supply of Gas to such Site is being governed by a valid agreement with another supplier or that the new owners of such Site have entered into an agreement for the supply of Gas to that Site with Crown Gas & Power.
- 4.17 For the avoidance of doubt, in circumstances where Crown Gas & Power has not been notified of the 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 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 Without prejudice to its other rights and remedies, Crown Gas & Power may object to the transfer of a Site to a new supplier if there is any sum owing to Crown Gas & Power, in breach of this Agreement, in respect of such Site.
- 4.19 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.
- 4.20 Where the Customer appoints their own Meter Asset Manager and/or data service provider at any point during which Crown Gas & Power is the Registered Supplier to the Meter, 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 an Advanced Meter or Smart Meter is installed.

## 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:
- 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 Crown Gas & Power shall be entitled to charge the Customer the difference between the Unit Charge and the published daily SAP multiplied by the consumption in excess of



the MACC profiled in accordance with the System Operator's Demand Attribution Formula.

- 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 applicable Statutes 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. 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 at all or properly), 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**) and which must be paid to Crown Gas & Power in full prior to the examination and/or testing of the Meter. Where the Meter is found to be recording inaccurately Crown Gas & Power shall: (i) refund the Verification Charges; and (ii) make appropriate adjustments to the Customer's account.
- 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 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 Crown Gas & Power shall use reasonable endeavours to advise the Customer of the proposed Contract Price for a Renewal Agreement at least sixty (60) days prior to the expiry of the Supply Period.
- 7.3 Where the Customer has served the Relevant Notice Crown Gas & Power will continue to supply the Customer at the Out of Contract Rate until the Customer has, successfully, switched to another Registered Supplier or entered into another Agreement with Crown Gas & Power.
- 7.4 Notwithstanding clauses 7.2 and 7.3 above Crown Gas & Power shall be entitled:-
- i. at any time on 28 days' notice to amend this Agreement and the Contract Price as a result of: (a) any change in the arrangements or costs for the transportation and/or distribution of

Gas in place between the System Operators and Crown Gas & Power (where the Product Type is not You Fix); and/or (b) any regulations set by the Government including but not limited to any increase in VAT levies or any imposts;

- ii. at any time to pass on to the Customer any penalties incurred and/or review the Contract Price as a result of the Customer failing to provide accurate and complete information punctually;
- iii. at any time to amend this Agreement and the Contract Price where there is a reduction in the number of Sites receiving Gas pursuant to this Agreement; and
- iv. at any time amend the Contract Price where the Customer is (or has been) in breach of agreed terms to pay Crown Gas & Power by direct debit.

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

7.6 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. In the event at any time during this Agreement the Customer's credit rating falls to a level at which Crown Gas & Power (or its credit insurer) determines it is no longer appropriate to give the Customer credit, Crown Gas & Power may request a third party guarantee and/or a security deposit of up to three (3) peak months' charges or may, in such circumstances, and without prejudice to its rights under clause 2.5 above, terminate the Agreement on giving the Customer not less than one (1) calendar month's notice.

8.2 Crown Gas & Power will make all reasonable efforts to post or email monthly invoices ("e-billing") to the Customer for each month 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 method agreed as set out in the Contract Details or the Renewal Agreement. If payment is to be made by direct debit, Customer shall at all times ensure there are sufficient funds available from the Customer's account in such bank 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 Customer shall pay any invoice promptly but in any event within ten (10) days from invoice date.

8.4 If payment has not been received by the due date Crown Gas & Power shall have the right without prejudice to any other rights under this Agreement to 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.

8.5 If at any time the Customer 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 will have the right to 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 resumed.

8.6 If the Customer wishes to be provided with duplicates of any invoice Crown Gas & Power reserves the right to charge the Customer an additional fee for this service, the amount of such fee to be determined by Crown Gas & Power.

8.7 If Crown Gas & Power are supplying more than one Site under this Agreement to the Customer (or to any associated or holding company of the Customer) then in such circumstances, 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 1<sup>st</sup> 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 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.

## **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. war declared or undeclared, civil war, riot or civil disturbance; or
- v. 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 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 below and clause 4.12 above 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. 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 Customer shall indemnify Crown Gas & Power against all and any claims, losses, costs and charges arising out of any act or omission by the Customer in respect to its obligations under the Agreement.

## **11. PERSONAL DATA**

- 11.1 Where the Customer (or its authorised agent) 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 should the relevant individual(s) withdraws this permission at any time.
- 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 you (including by post, e-mail, phone, text or other forms of electronic communications) for a legitimate reason to provide information, products or services which we believe may interest you, or to carry out market research (except where you have 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 we are 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](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 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 controversy or 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 to make such changes as deemed necessary by Crown Gas & Power to these terms at any time 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 (i) by clauses 2.12, 5.2, 5.3, 7.4; or (ii) any other relevant clause of this Agreement; or (iii) any variation to the Standing Charge) and no other material changes to the Contract Details or the Renewal Details or these Terms and Conditions will be made without the consent of the Customer.
- 12.5 If requested Crown Gas & Power may, at the Customer`s expense, assist the Customer to offset 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.
- 12.6 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.