

**Crown Gas & Power**  
**Electricity Supply**  
**General Terms and Conditions**

**1. DEFINITIONS**

1.1 IN THESE GENERAL TERMS AND CONDITIONS:-

'**AC**' see definition of EAC.

'**Act**' means the Electricity Act 1989 (as amended).

'**Advanced Metering Equipment**' means any of the following (as applicable): (i) a data logging device attached to a Meter; or (ii) a Meter that (a) provides measured Electricity consumption data; and (b) is able to provide remote access to such data.

'**Authority**' means the Gas and Electricity Markets Authority (**GEMA**) or the Office of Gas and Electricity Markets (**Ofgem**) and any successor organisation(s).

'**Actual Meter Readings**' means a Meter Reading taken at the Site by Crown or an Agent, a Meter Reading taken remotely, or a Meter Reading taken by the Customer.

'**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 supplies the Customer with Electricity, the details of which are set out in the Contract Details (or Renewal Details) and these terms and conditions and as each may be supplemented or as amended by Crown from time to time. Where the context requires, 'Agreement' shall include a Deemed Contract and a Renewal Agreement.

'**Agreement Date**' means the earlier of: (i) the date of signature of Crown (or its authorised agent) as specified in the Contract Details and/or the Renewal Details and/or framework agreement (where the Agreement is arranged through a framework agreement); or (ii) the date Crown emails the Customer (or its Energy Broker) agreeing the Contract Details and/or Renewal Details.

'**Agent**' means the person who is (or to be) appointed by Crown, the Network Operator or the Customer (as the case may be) to carry out any works, 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 the Industry Rules.

'**Agreed Capacity**' means the amount of electrical capacity measured in kilovolt ampere (kVA) reserved and agreed between the Customer and the Network Operator.

'**Agreed Capacity Charge**' means the charge(s) imposed by the Network Operator for the Agreed Capacity.

'**Ancillary Agreement**' means a security deposit agreement and/or an extended payment terms agreement or any other written agreement the Customer is required to execute in connection with the supply of Electricity by Crown under the Agreement.

'**CCL**' (**Climate Change Levy**) 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).

**'Change of Measurement Class/Segment'** means a change to the Meter or configuration which relates to how consumption is measured (as defined in the 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 De-energisation.

**'Commission'** means a payment made by Crown to the Customer's Energy Broker which is, ordinarily, funded by applying an uplift to Crown's base unit rate (in pence per kWh) and/or an uplift to Crown's base Standing Charge rate. Crown 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 clauses 2.20-2.21.

**'Compliance Year'** means 1<sup>st</sup> April to the 31<sup>st</sup> of March the following year.

**'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.

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

**'Consumer'** means the party consuming Electricity and/or receiving services at the Site and/or in connection with a Meter.

**'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*' (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 framework agreement (including Flex Terms where applicable).

**'Contract End Date'** means the date on which the supply of Electricity is stated, in the Contract Details to end.

**'Contract Month'** means a period of the term of the 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) and the Standing Charge(s) for each Supply Period as set out in the Contract Details (or the Renewal Details) together with CCL and any other applicable Levies (chargeable at the rate applicable at the time of consumption), any Pass-Through Charges and VAT to be paid by the Customer to Crown 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'** means Crown Gas and Power 2 Limited (company number 11357910) which is licensed and authorised to supply Electricity to the Meter pursuant to an Agreement.

**'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 Electricity by Crown pursuant to a Deemed Contract.

**'Data Protection Law'** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

**'Deemed Contract'** means a contract for the supply of (non-renewable) Electricity in circumstances where there is no formal agreement between Crown and the Consumer, as more particularly defined in paragraph 3(1) of Schedule 6 of the Act.

**'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.

**'De-energisation'** means the removal of the main fuse(s) in order to prevent Electricity transmission to the Meter or, where there is Smart Metering Equipment installed, the remote suspension of Electricity transmission and **'De-energise'** should be construed accordingly.

**'Deemed Contract Rate'** means the rates and charges which shall apply at any time to a Deemed Contract which are available at <http://www.crowngasandpower.co.uk/>

**'Disconnection'** means the physical removal of the Meter and/or ancillary equipment or cabling from a Site and **Disconnect** should be construed accordingly.

**'EAC'** (or for the purposes of Market-wide Half-Hourly Settlement, **'AC'**) 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 ownership or occupation of the Site).

**'Electricity'** means import electricity supplied by Crown.

**'Energisation Date'** means the date upon which the mains fuses are inserted or any other steps are taken to enable Electricity transmission to a Connection Point.

**'Energy Broker'** means a duly authorised third party appointed by the Customer to arrange the supply of Electricity to the Customer which term shall, for the purposes of these terms and conditions include a Managing Agent.

**'Excess Capacity Charge'** means a charge due by the Customer when the Agreed Capacity has been exceeded, expressed in pence per kilovolt ampere (kVA) per day. Excess Capacity Charges are set by the Network Operator and passed through from the Network Operator to the Customer by Crown.

**'Excluded Loss'** means indirect or consequential loss.

**'FAC' (Forecast Annual Consumption)** means the forecast annual consumption for each meter as stated within the Agreement. The FAC is typically based upon historic consumption data (including EAC where applicable) however, FAC may also be an annual forecasted quantity agreed with the Customer.

**'FCC' (Forecast Contractual Consumption)** means the forecasted quantity of Electricity in kWh (which may be broken down between different periods e.g. day and night) the Customer agrees to consume in each Supply Period under the Agreement as set out in the Contract Details (or Renewal Details).

**'Flex Product'** means the arrangement allowing the Customer to trade Electricity flexibly with Crown in connection with the supply of Electricity to the Customer's Site(s).

**'Flex Terms'** means the terms and conditions used for flexible purchasing agreements, provided where applicable (and available on request).

**'Flex Termination Fee'** means, in respect of a Customer who has the benefit of a Flex Product, at Crown's sole discretion either: (i) 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 as set out in the Contract Details; or (ii) a sum equal to the Losses suffered and/or incurred by Crown arising from and/or in connection with the early termination of the Agreement either as a whole or in relation to any specific Site or Meter.

**'Formula A'** means either:

$(\text{MinC} \times \text{Weighted Average Unit Charge}) \div 100$ , less Paid Consumption

or, where no MinC is specified:

$(\text{FCC} \times 80\%) \times \text{Weighted Average Unit Charge} \div 100$ , less Paid Consumption.

For the avoidance of doubt, Commission added to the Unit Charge will be removed from the Weighted Average Unit Charge. For example:

*Example 1; if the MinC is specified as 75,000 kWh and the Weighted Average Unit Charge is 20.00 pence per kWh (p/kWh) the charge is calculated as  $(75,000 \times 20) \div 100 = \pounds 15,000$ , less any Paid Consumption.*

*Example 2; if the MinC is not specified (or zero), the FCC is 120,000 kWh and the Weighted Average Unit Charge is 25.00 pence per kWh (p/kWh) the charge is calculated as  $(120,000 \times 80\%) \times 25.00 \div 100 = \pounds 24,000$ , less any Paid Consumption.*

**'Green Deal Plan'** means an agreement entered into under the governments 'Green Deal' scheme.

**'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 Act, 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 affect the conditions or costs of supply to any Site and any applicable connection agreements with a Network Operator.

**'Levies'** means all applicable levies, charges, assessments and other fees of any kind imposed by a governmental authority on the sale, consumption or use of the Electricity at any time including but not limited to CCL, Nuclear Regulated Asset Base (RAB) and Energy Intensive Industries (EII).

**'LLF' (Line Loss Factor)** means a code which determines which set of loss factors apply to a connection. Licensed Distribution System Operators calculate Line Loss Factors to adjust metered volumes for electrical losses on the distribution network. Each Line Loss Factor has a set of electrical losses and charges associated with it. Under Market Wide Half Hourly Settlement, LLF will be renamed '*DUoS Tariff ID*' which should be construed the same as LLF.

**'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.

**'Managing Agent'** means a duly authorised third party managing agent appointed by the Customer.

**'MaxC' (Maximum Agreed Consumption)** means 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 Traditional, Advanced and 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 and the term 'Meter' shall include any Related Meter.

**'Meter Installation'** means the installation, exchange or replacement of each Meter and associated equipment installed or to be installed at each Site, including associated cabling, housing and mounting.

**'Meter Reading'** means, at Crown's discretion any of (i) the reading of the index of the Meter; (ii) the data received from the Advanced or Smart Metering Equipment; (iii) downloads of consumption data from a Meter.

**'Meter Work'** means all work to a Meter including (without limitation) maintenance, repair and improvement and where the context requires, Meter Installation.

**'Micro Business'** means any business which, at the Agreement Date meets the criteria set by Ofgem from time to time, for being treated as a micro-business.

**'MinC' (Minimum Agreed Consumption)** means the minimum quantity of Electricity in kWh the Customer can import as set out in the Contract Details (or Renewal Details).

**'Network Operator'** means the operator of the local distribution network or the National Energy System Operator (NESO).

**'Network Operator's Equipment'** means any cables or equipment owned, operated or used by the Network Operator.

**'Out of Contract Rate'** means the rate(s) and charges as published from time to time on Crown's website <http://www.crowngasandpower.co.uk> (for the supply of non-renewable electricity).

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

**'Pass-Through Charges'** means all charges imposed on Crown by any third-party, Agent and/or the Network Operator in relation to the Agreement including, but not limited to data collection and data aggregator services, Agreed Capacity Charges, Excess Capacity Charges, Reactive Power Charges, Meter Work, any charges associated with the retrieval of data from a Meter, changes to the LLF or measurement class/segment.

**'Personal Data'** as defined under Data Protection Law.

**'Price Cap'** means the cap on the amount certain consumers can be charged for the supply of Electricity set by Ofgem (or any successor organisation).

**'Product Type'** means, in respect of each Customer, the specific product type supplied by Crown as set out in the Contract Details (or Renewal Details).

**'Prepayment Meter'** means a Meter which requires a Consumer to pay in advance prior to Electricity consumption.

**'Reactive Power Charge'** means a charge for the Electricity required (but not consumed) by certain electrical devices (such as transformers and motors) to function. Reactive power is measured in 'var' and will appear on energy bills expressed in terms of units of energy as kvarh (kilo-var hours).

**'Registered Supplier'** in respect of each Meter means the Electricity supplier as recorded by ECOES (the Electricity Central Online Enquiry Service), the previous Electricity supplier or the future Electricity supplier as the context dictates.

**'Related Meter'** means a Related Metering Point as defined by the Retail Energy Code. A Related Meter comprises of one primary meter point and one or more secondary meter points.

**'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 the 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 document 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 framework agreement.

**'Renewal Rates'** means the pence per kilowatt hour unit rate(s), daily Standing Charge rate(s) and all other applicable charges which Crown quotes the Customer when it contacts the Customer in accordance with clause 2.6 or otherwise.

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

**'Sanctions'** means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a governmental authority.

**'Sanctions List'** means any of the lists issued or maintained by a governmental authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

**'Sanctions Target'** means a person that is: (i) listed on a Sanctions List; (ii) owned or controlled by a person listed on a Sanctions List; (iii) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or (iv) otherwise identified by a governmental authority as being subject to Sanctions.

**'Site'** means any location containing one or more Meters (or unmetered supplies).

**'Site Transfer Fee'** means 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 sterling by dividing by 100.

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

**'Small Business Consumer'** means any business which, as at the Agreement Date, meets the criteria set by Ofgem from time to time, for being classified as a Small Business Consumer.

**'Smart Metering Equipment'** means a Meter which complies with the smart metering technical specification (SMETS) as set out in Industry Rules.

**'Standing Charge'** means the daily fixed charge (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 the 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 earlier of the date on which: (i) Crown becomes the Registered Supplier; (ii) the Energisation Date; or (iii) the date on which Crown starts supplying the Customer pursuant to a Deemed Contract.

**'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'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 arising from and/or in connection with the early termination of the Agreement either as a whole or in relation to any specific Meter.

**'Traditional Metering Equipment'** means a Meter which neither has Smart or Advanced Metering Equipment installed.

**'UK GDPR'** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**'Unit Charge'** means the charge(s) for Electricity expressed as pence per 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 (i) the Unit Charge where there is only one Unit Charge or (ii) the volumed weighted average unit rate where multiple Unit Charges apply expressed in pence per kWh. For example:

*where there are 2x Unit Charges (Unit Charge 1 is 25p/kWh and Unit Charge 2 is 20p/kWh) and the total consumption for Unit Charge 1 is 50,000 kWh and the total consumption for Unit Charge 2 is 25,000 kWh (meaning the total consumption is 75,000 kWh), the Weighted Average Unit Charge is calculated as ((25p/kWh X 50,000 kWh) + (20p/kWh X 25,000 kWh)) / 75,000 kWh = 23.33p/kWh'*

**'Working Day'** means any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**'You Fix'** means a specific (fixed) Product Type.

- 1.2 Any term used in the Agreement shall have the meaning ascribed to it in this clause 1 or, if not defined in the Agreement, as defined in the Industry Rules.
- 1.3 In the Agreement, the singular includes the plural and vice versa and each of the masculine, feminine and neuter genders includes each of the others.
- 1.4 References to clauses are to the clauses in these terms and conditions.

- 1.5 Any words following the terms including, include, 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 The 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 the Agreement, the Customer will (unless relevant Industry Rules provide otherwise) be deemed to have also entered into a standard connection agreement with the Network Operator.
- 2.2 At the end of the Supply Period (or termination of the Agreement for whatever reason, if earlier), Crown will continue to supply the Customer with Electricity subject to Crown's then current terms and conditions, but at the Out of Contract Rate. The Customer shall remain liable to pay for any Electricity consumed (or deemed to have been consumed), together with the Standing Charge at the Out of Contract Rate together with any applicable Pass-Through Charges and Levies until the Customer has successfully switched to another Registered Supplier or until the date which supply under another Agreement with Crown commences.
- 2.3 The Customer may switch to another Registered Supplier at any time following the expiry of the Supply Period (or termination of the Agreement, if earlier) unless it has already entered into another agreement with Crown.
- 2.4 Notwithstanding any other term to the contrary in the Agreement and, without prejudice to its other rights and remedies, Crown may object to the switching of a Meter to another supplier if; (i) the switch date falls 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 and any charges are overdue.
- 2.5 Crown shall not be liable for Excluded Loss caused by any delay in the Customer switching to another Registered Supplier. Crown will only be liable for direct losses, costs and expenses caused by such delay where: (i) the delay is due to Crown's breach of the Agreement; and (ii) Crown is solely responsible for that delay.
- 2.6 Where the Customer is a Micro Business, Crown shall use reasonable endeavours to contact the Customer (or its 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 reserves the right to amend the Renewal Rates 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.
- 2.8 Where the Contract Start Date pre-dates the Supply Date, Crown 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 has exercised its rights under this clause 2.8, it shall notify the Customer (or its 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, Crown may terminate the Agreement forthwith and the Customer shall pay to Crown the Termination Fee or Flex Termination Fee in respect of each relevant Meter. Crown



shall not be required to make more than one application to be appointed as the Registered Supplier and may terminate the Agreement under this clause 2.9 if the application is unsuccessful.

2.10 Save as provided for elsewhere in the Agreement, if the Customer fails to comply with any of its obligations under the Agreement and/or is in breach of any of its warranties under the Agreement and, if capable of remedy, such failure and/or breach is not remedied within fourteen (14) days after Crown has given notice to the Customer requiring the failure and/or breach to be remedied, without prejudice to its other rights and remedies, Crown 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 the 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 and penalties Crown suffers and/or incurs arising out of or in connection with:

- (a) any breach, default, act or omission by the Customer in respect of its obligations and/or warranties under the Agreement; and/or
- (b) Crown exercising its rights under this clause 2.10,

and all Losses which Crown 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 the Agreement and/or the Customer's breach of any of its warranties under the Agreement, including Losses suffered or incurred 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 is in breach of any of its material obligations under the 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 the Agreement with immediate effect.

2.12 If:

- i. the Customer ceases, or threatens to cease, to carry on its business;
- ii. Crown reasonably believes the Customer is insolvent;
- iii. the Customer becomes subject to any insolvency procedure (which, for liquidation includes the presentation of a winding up petition against it);
- iv. the Customer, 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. where the Customer has the benefit of a Flex Product, the appointment of any appointed Managing Agent ceases for any reason.

Crown may:

- (a) terminate the Agreement;
- (b) De-energise and/or Disconnect the Meter;
- (c) suspend immediately its sale of Electricity to the Customer;
- (d) charge for Electricity at the Out-of-Contract Rate; and/or
- (e) deem the supply as an '*erroneous switch*' and allow the Meter to switch back to the previous Registered Supplier

and, if the Agreement is terminated under this clause 2.12, the Customer shall pay to Crown the Termination Fee or Flex Termination Fee in respect of each relevant Meter; and where applicable (1) the Site Transfer Fee (where the incoming party is entitled to the Price Cap); and (2) for all Electricity consumed in connection with the relevant Meter together with all associated charges (at the higher of the Contract Rate or the Out of Contract Rate) up until Crown ceases to be the Registered Supplier or until the date that supply to the incoming Consumer under another Agreement with Crown commences (whichever is the earlier).

- 2.13 Save as provided for under clause 2.11, the Customer may only terminate the 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 and fees set out in clause 4.16.
- 2.14 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect. Termination or expiry of the 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.
- 2.15 In the event that a Customer does not enter into an Agreement with Crown (including, where the Customer fails to complete and sign off the Contract Details), Crown shall supply Electricity to the Customer under a Deemed Contract to which the terms and conditions as set out in the Agreement shall apply (save where the context otherwise dictates) and Crown 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 all Levies together with all applicable taxes.
- 2.16 A Deemed Contract and the application of Deemed Contract Rates shall continue until either (i) the date which supply under an Agreement with Crown commences; or (ii) until such point that Crown ceases to be treated by the Network Operator as the Registered Supplier in respect of the relevant Meter.
- 2.17 The Agreement or Deemed Contract (as the case may be) shall terminate if Ofgem (or other relevant Authority) appoints another supplier to the Meter under the Supplier of Last Resort procedure.
- 2.18 Should a Deemed Contract arise following Crown's appointment as the new supplier to the Meter under the Supplier of Last Resort procedure, Crown will, to the extent agreed with Ofgem, take reasonable steps to honour any credit balance owed to the Customer.
- 2.19 Where Crown is not yet the Registered Supplier to the Meter and subject to it receiving all necessary, complete and accurate information in good time, Crown will switch the Meter to its supply as soon as reasonably practicable following the Agreement Date (and in any event within five (5) Working 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 Agreement is terminated; or
- iii. another supplier raises an objection to the transfer; or
- iv. the Meter is part of a private supply network; or
- v. Crown is prevented from completing the switch (or for operational reasons determines not to complete the switch) due to any other circumstances which are outside its direct control.

2.20 Crown will, ordinarily, pay Commission to the Customer's Energy Broker. The Commission will be one or both of the following:

- i. an uplift in pence per kWh incorporated into the Unit Charge(s) the Customer pays; and
- ii. a fixed price uplift incorporated into the Standing Charge the Customer pays.

For example, Crown 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 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 has offered the Customer's Energy Broker a Standing Charge of £1.20 per day and the Energy Broker uplifts this by £0.20 per day, the Customer would pay a Standing Charge of £1.40 per day. If the Customer's supply contract was for a period of 2 years, the total Commission the Customer's Energy Broker would receive would be £146. The level of the uplift varies from contract to contract but generally it will not exceed 1.5p per kWh. The level of uplift included within the Customer's supply contract is not determined by Crown and should be agreed between the Customer and its Energy Broker when the Customer procures the Energy Broker's services.

2.21 Customers may request Crown to provide details of any Energy Broker's commission paid or payable in respect of the full duration of the Agreement. Crown will provide (i) Micro Business Customers with such information expressed in £pounds and where possible these figures will be actual, rather than estimated, amounts (ii) non Micro Business Customers with the cost per unit of energy or a cost per day where it forms part of a Standing Charge.

2.22 If a Customer under a Deemed Contract has not paid any Standing Charges when due, Crown may, at its discretion, De-energise and/or Disconnect the Meter.

### **3. WARRANTIES**

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

- 3.1 that it is the owner or occupier of each Site to which the Agreement relates;
- 3.2 that it has the authority to enter into the Agreement with respect to each Meter;
- 3.3 that no Agent(s) have been appointed in respect of any Meter (under an end user agreement or otherwise) OR that the Customer has provided full details to Crown in writing of any Agents prior to the Agreement Date;

- 3.4 that it has the continuing ability and authority to fulfill the obligations of the Customer and to administer the rights of the Customer, as set out in the Agreement in respect to each Meter;
- 3.5 that it is appropriate for Crown to supply the Electricity pursuant to a commercial contract and not a domestic contract;
- 3.6 that the metered supply point is not unmetered (as defined in Industry Rules), unless Crown has agreed otherwise in writing;
- 3.7 that it will not resell the Electricity to be supplied under the Agreement without Crown's prior written consent;
- 3.8 that Crown 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;
- 3.9 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 the 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.
- 3.10 that in using Electricity supplied to any Meter under the Agreement, the Customer shall apply the proper standards of safety and be able to confirm with certainty the location of any Meter to either Crown or its Agent when required;
- 3.11 no Meter is a Prepayment Meter;
- 3.12 that the FAC for each Meter matches the Customer's requirements;
- 3.13 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;
- 3.14 where an Energy Broker is dealing with Crown 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;
- 3.15 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 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 may terminate the Agreement as a whole (or at its option, in relation to the relevant Meter only) in accordance with clause 2.10 (with such event being regarded as a material and irremediable breach of the Agreement);
- 3.16 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 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 the Agreement, Crown may terminate the Agreement

as a whole (or at its option, in relation to the relevant Meter only) in accordance with clause 2.10 (with such event being regarded as a material and irremediable breach of the Agreement). In all cases the Customer shall be liable for all Losses suffered or incurred by Crown (at any time) arising from and/or in connection with the Meter being or becoming subject to any active Demand Side Management Contract;

- 3.17 that only the Customer or its duly appointed Managing Agent (and not its Affiliates or a third party) shall make payments to Crown, except with Crown's express written consent;
- 3.18 that the Customer has not and will not do anything (directly or indirectly) that would prevent or delay Crown becoming the Registered Supplier for the Meter by the Contract Start Date;
- 3.19 that the Customer has done and will continue to do everything necessary to allow Crown to become the Registered Supplier for the Meter by the Contract Start Date;
- 3.20 the Customer has identified and informed Crown of all Related Meters; and
- 3.21 where the Customer arranges its Agreement through an Energy Broker, the Customer authorises Crown to share information relating to the Agreement (including but not limited to the registration status of Sites and consumption data) with the Energy Broker. Such authority will remain in place until either the Contract End Date or until the Customer or the Energy Broker notifies Crown in writing using the email address [hello@crowngasandpower.co.uk](mailto:hello@crowngasandpower.co.uk), (noting that following such request, Crown will continue to supply such information as is reasonably required by the Energy Broker to calculate commission payments).
- 3.22 Where the Agreement is entered into by a Managing Agent on behalf of the Customer, the Managing Agent warrants and agrees at the Agreement Date and, where the context requires, for as long as Crown is its Registered Supplier that: (i) the Managing Agent has express authority to act as agent on behalf of the Customer and to enter into and bind the Customer to the terms of the Agreement; and (ii) the Managing Agent will immediately notify Crown if such authority is revoked or otherwise terminated.
- 3.23 The Customer warrants that at the date of the Agreement it is not: (i) a Sanctions Target and nothing has occurred that could reasonably be expected to result in it becoming a Sanctions Target; (ii) contravening (and has not contravened) any Sanctions.
- 3.24 At all times during the term of the Agreement, the Customer shall: (i) not contravene any Sanctions; and (ii) not do, or omit to do, any act that may cause or lead Crown to contravene any Sanctions or be exposed to a risk of being added to any Sanctions List; and (iii) as soon as reasonably practicable, notify Crown in writing if it becomes aware of any breach or suspected breach of this clause 3.24 providing such information as Crown reasonably requests.
- 3.25 If, at any time during the term of the Agreement, the Customer breaches clauses 3.22-3.24, becomes a Sanctions Target, contravenes Sanctions or anything occurs that could reasonably be expected to result in any of these things happening, such event shall be regarded as a material and irremediable breach of the Agreement for the purposes of clause 2.10.

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

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

- 4.1 not interfere in any way with the Meter and/or Advanced and/or Smart Metering Equipment or any ancillary equipment and shall maintain the same in good working condition;
- 4.2 at all times allow Crown and the Network Operator (and their respective Agents) access to each Meter for any purpose whatsoever connected with the supply of Electricity under the Agreement;
- 4.3 promptly on reasonable request by Crown, provide Meter Readings (irrespective of the type of Meter installed) and provide photographic evidence of such readings (if requested);
- 4.4 keep Crown informed as to the intended use of Electricity supplied, the volume of Electricity used and likely to be used over the Supply Period and provide Crown with as much notice as possible of any matter or circumstance which may affect the quantity of Electricity consumed (or to be consumed) when compared to the FAC or the pattern or timing of consumption of Electricity by the Customer for as long as Crown remains the Customer's Registered Supplier;
- 4.5 not install any apparatus, which may cause damage to the Network Operator's Equipment;
- 4.6 in the event of an emergency, comply with all current applicable emergency procedures;
- 4.7 be responsible for all cables and apparatus after the Meter;
- 4.8 not, without Crown's prior written consent, request a quantity of Electricity in excess of the Agreed Capacity, or which is in excess of, or less than, the amount which the Network Operator's Equipment and/or the Meter is capable of safely delivering (or recording) to the Site. Without prejudice to any other provision of the Agreement, the Customer shall indemnify (and keep indemnified) Crown against all and any Losses and penalties and additional or increased charges arising as a result of, or in connection with, the Customer's breach of this clause 4.8;
- 4.9 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;
- 4.10 attend all appointments for Crown, the Network Operator or its Agent or subcontractors to attend the Site and not cancel any such appointment without first giving the relevant party a minimum of three (3) Working Days' prior written notice. For the purposes of this clause 4.10 '*relevant party*' shall mean the party with whom the Customer had arranged the appointment. Without prejudice to any other provision of the Agreement, the Customer shall be liable for all costs, charges and expenses arising from its failure to comply with this clause 4.10;
- 4.11 in accordance with the agreed payment terms (or where no payment terms have been agreed, within ten (10) days of the date of invoice or demand), pay Crown, 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);
- 4.12 where Crown 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 on the Contract Start Date and, without prejudice to any other provision of the Agreement, indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.12;

- 4.13 as soon as reasonably practicable, provide Crown with evidence of any relief and/or exemption it is able to claim in connection with its Electricity consumption (Crown 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 with accurate and complete information (whether or not requested by Crown), ensure that all information held by Crown relating to the Customer, the Site, the Meter and the Agreement is kept up to date and fully indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.14;
- 4.15 not, without the prior written consent of Crown, exchange any Meter for another Meter or remove any Meter from a Site. If a Meter is exchanged for another Meter or removed from the Site without Crown's prior written consent, the Customer shall, without prejudice to any other provision of the Agreement, immediately inform Crown and indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.15;
- 4.16 without prejudice to any other rights or remedies of Crown and/or other obligations of the Customer under the Agreement, in advance of any Change of Tenancy the Customer must give no less than twenty-eight (28) days' prior written notice to Crown of such Change of Tenancy (although Crown may in its discretion accept shorter notice or waive the requirement to give notice altogether) and promptly supply Crown with all and any information reasonably required (including any sale or tenancy agreement or any other relevant formal documentation including any that may be specified by the Retail Energy Code) to allow Crown to verify the Change of Tenancy. Where Crown supplies more than one Meter 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, 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 to Crown:
- 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 in connection with the relevant Meter together with all associated charges up to:

- (a) the date of the valid Change of Tenancy; or
- (b) the date that Crown 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 will continue to supply Electricity to any Meter subject to the Change of Tenancy under a Deemed Contract until the earlier of the date which (1) Crown ceases to be the Registered Supplier; or (2) supply under a new agreement between Crown and the incoming Consumer commences. In addition, pursuant to clause 7.2(iii), Crown may

increase the Contract Price and/or amend the Agreement in respect of any remaining Meters.

- 4.17 For the avoidance of doubt, until the Customer has provided Crown with the relevant notice, together with all necessary information and documentation as required by clause 4.14 and clause 4.16:
- i. Crown shall be under no obligation to consider the Change of Tenancy and/or removal of the relevant Meter from the Agreement, and
  - ii. unless Crown agrees otherwise, the 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 4.16), together with all related charges in the interim.
- 4.18 In the event that the Customer suffers any loss as a result of any action taken by the Network Operator and/or Crown (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's negligence, the Customer shall not bring any action or proceedings against Crown or the Network Operator and neither the Network Operator nor Crown shall have any liability to the Customer.
- 4.19 Where the Customer has appointed its own Agent at any time, the Customer): will:
- i. immediately notify Crown and, promptly provide Crown with details of the Agent and all information Crown requires in relation to the Meter Installation and/or Meter Work from time to time; and
  - ii. ensure that its Agent is and remains appropriately qualified to provide the relevant services and to comply with the Industry Rules; and
  - iii. pay any Losses which Crown 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 consequently having to appoint its preferred Agent).
- 4.20 If the Customer fails to provide the details set out in 4.19 (i), Crown will appoint an Agent of its choice; Crown will be entitled to recharge the Customer all fees of the Agent and the Customer shall fully indemnify (and keep indemnified) Crown against all and any Losses it may suffer and/or incur as a result of and/or in connection with the Customer's breach of clause 4.19 and/or any change of Agent. The Customer will inform Crown prior to the Supply Start Date of any Advanced or Smart Metering Equipment which is or may be malfunctioning.
- 4.21 The Customer will notify Crown immediately of the installation (or change in use) of any on-site electricity generating equipment, including solar panels.
- 4.22 The Customer will comply fully with the Customer's obligations under any Ancillary Agreement; breach of this obligation shall be a material and irremediable breach of the Agreement.
- 4.23 Where the Customer has appointed its own Agent, Crown:
- i. will, subject to conditions set out in clause 4.19 being met by the Customer, use reasonable endeavours to facilitate the change of Agent to the Customer's preferred Agent within twenty-eight (28) days of being provided with the information required by clause 4.19;
  - ii. will continue to supply Electricity in accordance with the Agreement; and
  - iii. may increase the Standing Charge or charge any Pass-Through Charges in circumstances where Crown's costs are increased as a result of the Customer's



appointment of an Agent; however, Crown shall be under no obligation to reduce the Standing Charge as a result of the change in Agent.

## 5. QUANTITIES

- 5.1 Crown will supply Electricity to the level of the MaxC provided, that Crown's obligation to supply shall be limited to the available capacity of the Network Operator's connection, the Meter and associated ancillary equipment.
- 5.2 Where any information provided by or agreed with the Customer (including the FAC and FCC) is inaccurate, Crown may, at any time, acting reasonably, recover any additional costs incurred either by (i) increasing the Contract Price; or (ii) invoicing the Customer for the actual/expected additional costs.
- 5.3 In respect of each Meter, 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 within the Contract Term (or the Supply Period, if shorter) less than the MinC for that period, Crown 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 within the Contract Term (or the Supply Period, if shorter) more than the MaxC (**MaxC Breach**) Crown 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 may do this by any one or more of the following methods:
    - (a) adjusting the Unit Charge(s) taking into account the prevailing market wholesale cost of Electricity relevant for the remainder of the Supply Period;
    - (b) increasing the Standing Charge to reflect any additional costs which may be incurred as a result of the MaxC Breach; and
    - (c) invoicing the Customer for such additional costs, expenses and charges (calculated by Crown 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 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 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 whether in whole or in relation to any specific Meter.

- 5.4 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 shall be entitled to recover from the Customer all costs incurred by Crown in connection with the supply and metering of Electricity to the Meter (including any Standing Charge(s)) whether or not Electricity is consumed.
- 5.5 If the Customer anticipates that it will exceed the MaxC, it must provide Crown 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 will use reasonable endeavours to accommodate the Customer's request but will be under no obligation to do so; Crown 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 may arrange for a Meter (or Meters) to be installed, as necessary, for the measurement of Electricity supplied under the Agreement. Where relevant, the Customer confirms that: (i) it is authorised to allow Crown and/or its Agent access to the Site; and (ii) the Customer will give Crown and/or its Agent full access (including remote access) to the Meter whenever access is required.
- 6.2 Where Advanced or Smart Metering Equipment is installed, Crown 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 and/or Advanced Metering Equipment is to be installed at any time during the Supply Period (such installation being at the discretion of Crown or the Network Operator) the Customer shall permit Crown and/or the relevant Agent such access as is required to install the Half Hourly Meter and/or Smart and/or Advanced 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 and/or Advanced Metering Equipment which exceeds a 12-month period, Crown reserves the right to charge an additional amount for such information.
- 6.5 If there is no Smart and/or Advanced Metering Equipment at a Site or the Smart and/or Advanced Metering Equipment that is at the Site is malfunctioning, the Customer must provide Crown with Actual Meter Readings monthly. Crown will use such readings for billing purposes provided they are not inconsistent with the readings previously obtained by Crown or its Agent. Where the Customer has failed to provide any Meter Reading under clause 4.3 (or this clause 6.5), Crown may, appoint an Agent to take Meter Readings and Crown reserves the right to pass the cost of obtaining such Meter Readings through to the Customer.
- 6.6 If Crown or its Agent cannot remotely connect and receive information on a half-hourly basis from any Half-Hourly Meter(s) and/or their Smart and/or Advanced Metering Equipment, Crown will arrange for an Agent to visit the affected Site(s) (at the Customer's expense) to take Meter Readings. The Customer irrevocably undertakes to provide Crown or its Agent with access to affected Meters at all times during working hours at regular intervals for so long as the Meter(s) are not communicating remotely. The Customer acknowledges and agrees that any failure by it to facilitate access to Meters under this clause 6.6 shall constitute a material breach of the Agreement and, without prejudice to its other rights and remedies, Crown shall be entitled to:
  - i. invoice the Customer for £150 for every unsuccessful or aborted visit by Crown or its Agent;
  - ii. serve a notice on the Customer requesting immediate remedy of the breach;

- iii. De-energise and/or Disconnect the Meter; or
- iv. apply for an inspection warrant under the Rights of Entry (Gas and Electricity Boards) Act 1954 (or any similar process); or
- v. terminate the Agreement

and without prejudice to any other provision of the Agreement, the Customer shall indemnify (and keep indemnified) Crown against all and any Losses and penalties and additional or increased charges suffered and/or incurred arising out of or in connection with Crown exercising its rights under this clause 6.6 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 and/or all legal and professional fees and costs incurred which shall be borne and paid by the Customer before resumption of supply commences.

- 6.7 If an Actual Meter Reading is not available or, where provided by the Customer, Crown reasonably believes such reading to be inaccurate, Crown 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. If an invoice covers a period of more or less than one calendar month, then Crown reserves the right to adjust the monthly invoice to reflect consumption for a calendar month.
- 6.8 Where Crown becomes aware that any Meter is or may be malfunctioning, then subject to clause 6.9, Crown will arrange for its Agent to inspect that Meter and if the Meter is malfunctioning, Crown shall appoint an Agent to repair the Meter and recover any Losses it suffers and/or incurs directly from the Customer as set out in clauses 4.19(iii) and 4.20.
- 6.9 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, the Customer may instruct an Agent to maintain and repair Meters. If Crown is not satisfied that the Customer (or its Agent) is complying with Industry Rules or its obligations under this clause 6.9, Crown reserves the right to take action as described in 6.7-6.8 and may, at its discretion appoint its own Agent (at the Customer's expense) and recover any Losses it suffers and/or incurs directly from the Customer as set out in clauses 4.19(iii) and 4.20.
- 6.10 In order to comply with Industry Rules, Crown may, at the Customer's expense, instruct its Agent to carry out a Change of Measurement Class/Segment in relation to the Meter in order to record, charge and settle Electricity consumption on a half hourly basis. The Customer will provide Crown and its Agent with all necessary access in accordance with clause 4.2.
- 6.11 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 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's invoices in full as and when they fall due. Where the Meter is found to be recording inaccurately Crown shall: (i) at its option either refund any overpayment or apply a credit to the Customer's account; and (ii) refund the Verification Charges.
- 6.12 The Meter Reading shall be conclusive evidence of the quantity of Electricity consumed (in the absence of manifest error or proven fault of the Meter).
- 6.13 Crown does not support any type of Prepayment Meters. If any Site has a Prepayment

Meter installed, the Customer must notify Crown before the Supply Start Date. On being notified that a Prepayment Meter is installed at the Site, Crown 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 Meter and recover all Losses arising from and/or in connection with such termination from the Customer.

## 7. CONTRACT PRICE

- 7.1 Subject to any other term of the Agreement, Crown will charge the Customer the Contract Price in connection with the supply of Electricity to the Site(s). The Contract Price is exclusive of VAT or any other tax, duty or Levies. Crown shall be entitled to add VAT at the prevailing rate and to adjust any amount invoiced to reflect any other tax, duty or Levies imposed on the sale of Electricity from time to time.
- 7.2 Notwithstanding any other term to the contrary in the Agreement, Crown 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 any of the following:
    - (a) any change(s) in Crown'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);
    - (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;
    - (c) any mutualisation charges for which Crown is or becomes liable;
    - (d) any charges for which Crown becomes liable as a result of supplier failure and/or insolvency;
    - (e) any material change in balancing costs;
    - (f) any national shortage of Electricity or any other event that impacts the availability of Electricity in the UK; and
    - (g) the imposition of market-wide half hourly settlement which increases Crown's costs.
  - ii. 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, thereafter, for as long as Crown remains the Customer's Registered Supplier;
  - iii. to increase the Contract Price and/or amend the Agreement:
    - (a) where there is a reduction in the number of Meters receiving Electricity pursuant to the Agreement;
    - (b) where the Customer is (or has been) in breach of agreed terms to pay Crown by direct debit;
    - (c) where the Customer's Electricity consumption is not in line with the FAC;
    - (d) where the contracted measurement classification/segment and/or profile class for the Meter is different to the actual measurement classification/segment and/or profile class for the Meter;

- (e) where there are increased costs as a direct or indirect result of any changes to the Agreed Capacity or EAC;
- (f) where there is any change to the LLF (or DUoS Tariff Code under the market wide half hourly settlement regime) from that stated in the Contract Details or Renewal Details; and
- (g) to take account of any Losses Crown may suffer or incur as a result of the Customer failing to comply with its obligations under the Agreement and/or at any time being in breach of any warranties it has given in these terms and conditions.

7.3 Crown shall charge the Customer for any Siteworks it arranges.

7.4 The Customer shall promptly reimburse Crown any Pass-Through Charges,

7.5 The Customer shall be liable for the Contract Price from the Agreement Date, noting that in some circumstances, this may pre-date the Meter Installation.

7.6 The Customer acknowledges and agrees that any Related Meter not named in the Contract Details shall be supplied by Crown pursuant to a Deemed Contract.

## **8. BILLING AND PAYMENT**

8.1 Crown may undertake credit checks on the Customer. The Customer agrees to Crown sharing its payment history with credit reference agencies. If, at any time during the Agreement, the Customer's credit risk becomes unacceptable to Crown (or its credit insurer), Crown may request a third-party guarantee and/or a security deposit for an amount to be determined by Crown 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 may regard the Customer as having failed to comply with its obligations under the Agreement and shall follow the process set out in clause 2.10. (and such event shall be regarded as a material and irremediable breach of the Agreement).

8.2 Ordinarily, Crown 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, Crown may, from time to time and with prior notification, charge the Customer in advance for Electricity to be delivered. In the absence of a valid Meter Reading (for whatever reason), Crown may invoice the Customer based on its estimate of the quantity of Electricity delivered to the Customer during the relevant billing period. Crown 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 applicable rates and charges (i.e. the Contract Price, the Deemed Contract Rate or the Out of Contract Rate) of the Electricity. Crown, however, reserves the right to invoice the Customer for such periods and at such intervals as it sees fit.

8.3 Crown'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 Details (as may be varied by Crown 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 direct debits for the amount due for Electricity delivered (or estimated to be delivered) will be taken from the Customer's bank account ten (10) days after the date of invoice unless agreed otherwise. All other sums for which the Customer may become liable under the 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 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 Electricity by Crown 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 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 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 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 meet the direct debit payment terms as set out in the Contract Details or Renewal Details (as the case may be), fails to set up or, at any time cancels, its direct debit arrangement without prior consent in writing from Crown, or the direct debit mandate is not effective, Crown may increase the Unit Charge by 0.5p/kWh and charge the Customer an administration fee of £1.00 per day until payment by direct debit is established or resumes.
- 8.7 If Crown is supplying the Customer (or any associated business or Affiliate of the Customer) with Electricity to more than one Meter under the Agreement (or a number of agreements), Crown 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 under the Agreement or otherwise. Crown may at any time, without notice to the Customer, set off any liability of the Customer (or Affiliate of the Customer) to Crown against any liability of Crown to the Customer (or Affiliate of the Customer), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement and/or any Deemed Contract. If the liabilities to be set off are expressed in different currencies, Crown may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Crown of its rights under this clause 8.8 shall not limit or affect any other rights or remedies available to it under the Agreement.

- 8.9 Subject to 8.10, where Crown 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 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 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); and
  - ii. Crown 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 agrees to accept any payment by credit card, Crown 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 the 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 the 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, or heavily restricted supplies of Electricity within the UK;
  - iii. acts of national, municipal or other governmental agency, whether domestic or foreign;
  - iv. epidemic or pandemic;
  - v. terrorist attack, civil war, civil disturbance, threat of or preparation for war, armed conflict, imposition of Sanctions or breaking off of diplomatic relations.
  - 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 warrants that the Customer will obtain good title to the Electricity supplied in accordance with the terms of the 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.
- 10.3 Subject to clause 10.4, neither Crown 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 the 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's total liability in respect of all other losses arising under or in connection with the 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 against all and any Losses and penalties Crown 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;
  - ii. termination of the Agreement (save where termination is due to Crown's material breach); and
  - iii. De-Energisation or Disconnection due to the Customer's breach of its obligations and/or warranties under the Agreement.
- 10.7 Any provision in the Agreement, allowing Crown to recover its Losses from the Customer is in addition (and without prejudice) to Crown's other rights and remedies under the Agreement or otherwise.
- 10.8 The rights and remedies of the parties under the 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, the Customer confirms that: (i) it has obtained the permission of the relevant individual(s) to provide such Personal Data to Crown; and (ii) that the relevant individual(s) agrees that the Personal Data can be used for the purposes set out in the Agreement. The Customer shall notify Crown immediately in writing to [hello@crowngasandpower.co.uk](mailto:hello@crowngasandpower.co.uk) should the relevant individual(s) withdraw this permission at any time and will indemnify (and keep indemnified) Crown 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 or its authorised agents may collect and use Personal Data (including data relating specifically to the Agreement):
- i. to carry out our obligations under the 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 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 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 is a data controller of such Personal Data for the purposes of the Data Protection Law.

11.4 Where Crown 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 on how Crown 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.crowngasandpower.co.uk](http://www.crowngasandpower.co.uk)

## **12. MISCELLANEOUS**

12.1 Crown may assign, transfer or novate the 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 the Agreement without the prior written consent of Crown.

12.2 Any notice to be given pursuant to the 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 of receipt of the email.

12.3 The 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 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 clauses 2.10, 2.12, 4.16, 5.2-5.5, 7.1-7.2, 7.4, and 8.5-8.6 (or any other relevant clause(s) of the Agreement).
- 12.5 Crown 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 by a Customer under a *Renewable Electricity Supply Agreement*, Crown may, at the Customer's expense, assist the Customer to purchase renewable energy guarantees of origin (**REGOs**) in order to satisfy the Customer's contractual requirements. Crown shall determine the number of REGOs to be purchased at any one time and, also the timing of such purchases and reserves the right to purchase sufficient REGOs to satisfy actual consumption rather than FAC or FCC. Crown shall be under no obligation to purchase additional REGOs (or refund the Customer) should actual Electricity consumption be above either the FAC or FCC. At its discretion, Crown 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,

and the Customer shall be liable for any Losses suffered or incurred by Crown 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. Compliance with all relevant legal and/or regulatory requirements and/or obligations remains the Customer's responsibility. If the Customer is in breach of any term of this Agreement, Crown shall be relieved of any obligation to deliver renewable electricity for such period(s) and Crown shall be under no obligation to adjust the price or backdate the supply of renewable electricity following the resumption of such supply.

- 12.7 The Customer, or a duly authorised signatory on the Customer's behalf, may use an electronic signature on the Contract Details or Renewal Details.
- 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, 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 12.8; or (iii) subsequently comes lawfully into the possession of the Customer from a third party. Nothing in the 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 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 or Managing Agent with whom Crown does not ordinarily work, Crown may require the Customer to email Crown at [hello@crowngasandpower.co.uk](mailto:hello@crowngasandpower.co.uk) with confirmation of those instructions in addition to providing a valid letter of authority.
- 12.11 In accordance with Industry Rules, Crown 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 the Agreement.
- 12.12 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 the Agreement is deemed deleted under this clause 12.12, 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.
- 12.13 The Customer shall promptly provide all information and/or documentation reasonably required by Crown to audit the Customer's compliance with its obligations under the Agreement.