



Terms and conditions

Deemed contract scheme for
deemed customers

Drax Energy Solutions Limited, The Havens, Ransomes Europark, Ipswich IP3 9SJ
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Registered Office: Drax Energy Solutions Limited, Drax Power Station, Selby,
North Yorkshire, YO8 8PH. Registered in England and Wales No:05893966



1. General

1.1 This Deemed Contract will apply to any Supply Point registered to Drax where a Customer is not a party to a Drax Bilateral Supply Contract (either half hourly or non-half hourly as appropriate) because:

1.1.1 either, their Bilateral Supply Contract has terminated and the Customer has not entered into a new Bilateral Supply Contract with Drax for a electricity supply, or;

1.1.2 the Customer has never been a party to a Bilateral Supply Contract for the supply of electricity with Drax, or;

1.1.3 for any other reason;

1.2 Contracts with terms different to this Deemed Contract may be available. For more information contact us contactteam@drax.com or telephone us on +44(0)1473 725943. Alternatively, you can write to us at Drax Energy Solutions Limited, The Havens, Ransomes Europark, Ipswich IP3 9SJ.

2. Definitions & Interpretation

2.1 The terms set out below shall have the meanings given to them below for the purposes of this agreement.

Act: means the Electricity Act 1989 or any subsequent amendment or re-enactment.

Agency Services: means meter operator, data collector, data aggregator, meter asset provider, and or meter asset maintainer services where such terms have their normal meaning in the context of electricity supply.

Agent: means a provider of Agency Services to Drax.
Availability Charges: means charges levied by the relevant Network Operator as part of its published use of system charges for the provision of a defined capacity (normally measured in kVA) at the Supply Point, and/or reactive power.

Balancing and Settlement Code: means the document of that name

(a) required to be in force by the Transmission Company in accordance with its Transmission Licence and (b) which Drax is required to be a party to in accordance with the Supply Licence.

Bilateral Supply Contract: means a contract for the supply of electricity other than this deemed Contract between the Customer and Drax.

Billing Period: means a period of approximately one calendar month. Certified: means the certification of the Metering System in accordance with schedule 7 of the Act.

Chargeable Availability: means the charge able capacity, measured in kVA, as specified by the Network Operator to Drax for the purpose of levying its Use of System charge.

Charges: means any charges or payments that are payable by the Customer to Drax in accordance with the Contract for goods or services provided by Drax under this Contract.

Climate Change Levy: means the charge levied at the rate from time to time imposed, pursuant to the Finance Act 2000 or any regulations made there under or in connection with such charge.

Commencement Date: means the date on which electricity was first supplied under this Contract as determined by clause 3.2.

Connection Agreement: means an agreement (the National terms of Connection or otherwise) entered or to be entered into between a network operator and the Customer pursuant to which the premises are connected (through one or more Supply Point(s)) to the relevant Network Operator's system.

Contract: means these terms and conditions.

Contract Period: means the period between the commencement of and the termination of this contract.

Credit: means cash, bonds, or letters of credit as specified by Drax to cover, or provide assurance for covering, the financial obligations of the Customer under the Contract.

Customer: means the person(s) to whom the supply of electricity is made available through a supply point registered to Drax and "you" shall be construed accordingly. Typically this is the occupier, the owner of the Premises or person(s) acting on their behalf or any person or business receiving beneficial

use of an electricity supply made available through a supply point registered to Drax.

Deemed Contract: means these terms and conditions.

Deemed Contract Rates: means the charges for the supply of electricity as determined from time to time by Drax and available on request.

Drax: means Drax Energy Solutions Limited, whose registered office is at Drax Power Station, Selby, North Yorkshire YO8 8PH and registered number is 05893966 and "we" shall be construed accordingly.

Due Date: has the meaning given to that term in clause 4.7.

Force Majeure: means an event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that party to perform any of its obligations under this Contract, provided that lack of funds shall not be interpreted as an event beyond a Party's reasonable control.

Gas and Electricity Markets Authority: has the meaning given to it in the Act.

Half Hourly Basis: means where the Metering System installed at the Premises separately records the Customer's electricity consumption in each half hourly period and that the Customer's demand at the relevant Supply Point is settled on a half hourly basis as provided for in the Balancing and Settlement Code. For the avoidance of doubt Supply Points which are settled on a non half hourly basis (profile 1 through 8 inclusive) are not half hourly.

Last Resort Supply Direction: has the meaning given to in Standard Licence Condition 8.

Late Payment Fee: means £100 plus 15% of the amount of the relevant payment.

Metering System: has the meaning given to that term in the Balancing and Settlement Code.

Network Operator: means the owner or operator of a system of electrical lines (a distribution system) through which electricity is, or is to be, conveyed and delivered to the Premises.

Opening Meter Reading: means the meter reading(s) determined in accordance with clause 3.2 of the relevant register(s) of the Metering System.

Party: means either Drax or the Customer.

Premises: means the premises at which the supply of electricity is made.

Reactive Power Charge: means any charge levied on Drax by the Network Operator under its Use of System agreement for reactive power or for increased losses as a consequence of the Customer's use of reactive power.

Standard Licence Condition 8: means condition 8 of the standard electricity supply licence conditions issued in accordance with the Act.

Supplier: means Drax Energy Solutions Limited.

Supply Licence: means the Electricity Supply Licence granted to Drax in accordance with section 6 of the Act.

Supply Number: means the reference number allocated to the Supply Point by the meter point reference service operated by the relevant Network Operator.

Supply Point: means the point at the premises where the flow of electricity is metered.

Terms and Conditions: means these terms and conditions.

Transmission Licence: means a licence for the transmission of electricity granted under section 6 of the Act.

Transmission Company: means the National Grid Company as the holder of a Transmission Licence granted under section 6 of the Act and any successor or assignee thereof.

2.2 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Agreement the same shall not have effected a substantive change to that provision.

2.3 The singular includes the plural and vice versa and any gender includes any other gender.

- 2.4 The headings of this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 2.5 Reference to a paragraph means a reference to a paragraph of this Agreement.
- 2.6 A list of items starting with words such as "including" or similar is to be regarded as a list of examples and shall not be taken to limit the generality of the category to which the list applies.
- 3. Supply and Commencement Date**
- 3.1 We agree to supply electricity to the premises provided that:
- 3.1.1 You are the owner or occupier of the premises or are acting as the authorised agent of the owner or occupier;
- 3.1.2 The premises are currently connected and continue to be connected to your local Network Operator's electricity distribution network; and
- 3.1.3 The results of any credit check that Drax carries out are satisfactory and that you provide on a timely basis (within 48 hours of any request) any security deposit required by Drax in accordance with clause 10.
- 3.1.4 You agree to provide Drax with meter readings from time to time at our request.
- 3.2 The Commencement Date and Opening Meter Reading shall be determined as follows:
- 3.2.1 The Commencement Date of this contract for a Customer who has terminated a Bilateral Supply Contract with Drax and not made alternative arrangements for continuous supply shall be the termination date of the relevant Bilateral Supply Contract. In this case the opening meter reading shall be the same as the closing meter reading on the customer's Bilateral Supply Contract.
- 3.2.2 The Commencement Date of this contract for a Customer who was not, immediately previously taking supply at the Premises in a Bilateral Supply Contract with Drax, shall be deemed to be the date on which they began to occupy the premises. In this case the opening meter reading shall be deemed to be that reading reasonably estimated by Drax. In estimating the opening meter reading Drax shall take reasonable account of any reading(s) provided by the Customer.
- 3.2.3 The commencement date of this contract for a Customer not covered by clauses 3.2.1 or 3.2.2 shall be deemed to be the date on which they began to occupy the premises. In this case the opening meter reading shall be deemed to be that reading reasonably estimated by Drax. In estimating the opening meter reading Drax shall take reasonable account of any reading(s) provided by the Customer.
- 3.3 The Customer agrees to provide Drax with the following details as soon as possible after the Commencement Date of this Contract (and at any time when requested by Drax):
- 3.3.1 The Customer's meter operator (if applicable) and details of the configuration of the Metering System.
- 3.3.2 The Customer's electricity requirements, and details of its past electricity consumption at the Premises or if new to the premises at its previous premises or if no previous premises a reasonable estimate of its prospective consumption and the type of connection;
- 3.3.3 The Customer's Supply Number for each Supply Point;
- 3.3.4 Emergency contact telephone numbers on which Drax or the Network Operator or other appropriate bodies can contact the Customer at any time in case of emergency;
- 3.3.5 The landlord of the Premises (if leasehold or held under licence);
- 3.3.6 Details of key-holders who are able to provide access to the Premises.
- 3.4 It is the Customer's responsibility to seek alternative terms to this deemed contract. For the avoidance of doubt Drax has no obligation to offer alternative terms under any circumstances.
- 3.5 It is the Customer's responsibility to promptly notify Drax that they have begun to occupy the Premises. Where the Customer provides such notice more than three months after the Commencement Date the payment terms for any invoice sent by Drax for the relevant period shall be zero days.
- 4. Payments and Charges**
- 4.1 When taking supply under this Deemed Contract the Customer will be charged at our Deemed Contract Rates, available on request. Drax's Deemed Contract Rates are changed from time to time.
- 4.2 In addition to the Deemed Contract Rates, Drax will recover transmission charges at cost for supply point(s) that are metered on a Half Hourly Basis and Availability Charges where these are levied by the relevant Network Operator for the relevant Supply Point.
- 4.3 All Charges and amounts payable by the Customer to Drax under this Contract are exclusive of Chargeable Availability, half hourly metering charges, half hourly data collection charges, data aggregation charges, communications charges and/or Reactive Power Charges including temporary penalty charges for exceeding the supply capacity agreed with the Network Operator and any costs arising from higher line loss factors, which shall be charged to the customer at cost and in addition to Drax's published Deemed Contract Rates.
- 4.4 In emergency situations a direction may be given under Section 34 or Section 96 of the Act. In that event we shall be entitled to add to the Charges such amounts as may be necessary to enable us to recover from you an equitable proportion of the additional cost incurred by us as a direct consequence of such a direction.
- 4.5 If Drax is charged by your Network Operator or one of our Agency Services provider(s) for any supplementary or unusual services then Drax reserves the right to recover any such charge from the customer plus an administration fee of £50. In addition if Drax incurs any costs as a result of non routine meter reading requirements, meter changes, change of measurement class, other meter related activity, or failed site visits then Drax reserves the right to recover these costs from you plus an administration fee of £50.
- 4.6 The customer agrees to pay the Charges and where applicable to provide the Credit in accordance with clause 10 together with any costs, expenses losses or penalties incurred by us due to the failure or default of any meter operator, data collector or data aggregation agent appointed by the Customer.
- 4.7 From time to time Drax will send you an invoice showing the Charges payable. Such invoices will include both energy invoices and invoices for other services and costs. Subject to Clause 3.5 payment is due 7 days after the date on your invoice (the "Due Date") by direct debit. Where Drax does not receive or is unable to collect payment by the relevant Due Date, it may:
- 4.7.1 Charge interest at the rate of 7% above Drax's bank's base rate on the payment due until such time as the payment is made;
- 4.7.2 Charge a Late Payment Fee;
- 4.7.3 Assign the collection of any outstanding payment to a debt recovery agent or company;
- 4.7.4 Cut off the electricity supply to the premises;
- 4.7.5 Recover from the Customer all costs incurred or suffered by Drax in pursuing the Customer's non-payment of the relevant amount;
- 4.7.6 Take any other action that it deems is appropriate in the circumstances.
- 4.8 If Drax does not receive or is unable to collect payment on more than one occasion in any twelve month period then the charges under this contract will all be increased by 25% until the Customer demonstrates a good payment pattern by making payment on or by the Due Date for six consecutive months.
- 4.9 Drax reserves the right to allocate payments against invoices at its sole discretion.
- 4.10 Where any amount payable is the subject of a bona fide dispute, the undisputed portion of the relevant amount shall be paid in accordance with this clause 4 and any disputed amount shall be paid within seven days of the dispute being resolved. The Customer may not deduct or set off any amount due from Drax except where Drax has issued a credit note to

- the Customer.
- 4.11 Charges for the volume of electricity supplied to the Premises shall be based on the volumes recorded and measured by the Metering System and calculated by way of meter readings (either estimated or actual as the case may be) and the Opening Meter Reading, when applicable.
- 4.12 Where no firm or accurate meter reading is available for the relevant invoice period, Drax shall estimate the meter reading and any adjustment or reconciliation required will be undertaken and reflected in a subsequent invoice accordingly.
- 4.13 The Customer shall, where requested, pay such costs as are incurred by Drax in cutting off or connecting, whether before, during or after the Contract Period, the supply of electricity to the Premises, except where any such action is required as a result of any act or omission of Drax.
- 4.14 All Charges and amounts payable by the Customer to Drax under this Contract are exclusive of Value Added Tax and Climate Change Levy, and other relevant applicable duty, tax or levy which the Customer shall pay at the rate prevailing from time to time.
- 4.15 Without prejudice to any applicable law on the payment of Climate Change Levy, where the Customer is, becomes, or ceases to be, entitled to pay a reduced rate of Climate Change Levy he shall notify Drax immediately and provide Drax with any evidence Drax may require of such entitlement.
- 4.16 Drax shall not be obliged to make a refund of any Climate Change Levy unless and until it has received such evidence as required under Clause 4.15 and unless the relevant overpayment is directly attributable to an error made by Drax. Drax may recover from the Customer any costs incurred by it which are reasonably attributable to the Customer's failure to provide such evidence in a timely manner.
- 5. Supply and Provision of Agency Services**
- 5.1 Drax shall from the commencement date until the agreement is terminated and in accordance with the terms of this agreement:
- 5.1.1 supply electricity to each Supply Point; and
- 5.1.2 appoint the data collector and data aggregator for each Supply Point.
- 5.1.3 in the Non-Half Hourly market Drax will appoint the meter operator.
- 5.1.4 in the Half Hourly market, the customer will make and continue to make arrangements for the provision of and payment for meter operator services and appropriate permanent communication links for remote meter reading. Drax will use the customer's appointed meter operator provided that they hold the necessary accreditations. If the Customer fails to appoint a meter operator and or data collector or fails to notify Drax of any meter operator and or data collector appointment, then Drax shall be free to appoint a meter operator and or a data collector of their choosing and all meter operator and or data collector costs shall be charged to the Customer including any charges arising from any subsequent termination of the meter operator's and or data collector's contract.
- 5.2 The Customer acknowledges and agrees that the supply of electricity to each Supply Point is delivered through a third party and not under the control of Drax and Drax does not guarantee continuous supply of electricity.
- 6. Metering and Billing**
- 6.1 The amount of electricity supplied shall be measured by the metering equipment installed at the premises. The parties agree that the Metering System need not be Certified.
- 6.2 If it is discovered that any meter readings have been inaccurate or omitted, or the translation of such readings into Charges has been inaccurate, then the amount of money due as a consequence from either party shall be paid within 14 days.
- 6.3 The Customer shall not, and shall take all reasonable precautions to ensure that, no other person is able to cause damage to, or tamper or interfere with the Metering System.
- 6.4 The Customer shall:
- 6.4.1 Ensure the Metering System is at all times protected from the risk of damage and clearly accessible by Drax or any relevant Agent, such that it can be inspected, maintained and read in a safe and secure manner;
- 6.4.2 nominate and provide contact details of an authorized person who may be contacted by Drax for the purposes of arranging access to the Premises in respect of the maintenance, inspection and reading of the Metering System; and
- 6.4.3 provide such meter readings as may be requested from time to time by Drax for the purpose of maintaining or updating the Customer's account.
- 6.4.4 cooperate with Drax in the event that the Customer's consumption reaches such a level as to require the installation of half hourly metering where mandated by regulation.
- 6.5 If the Customer fails to comply with this clause 6 then Drax may cut off the supply.
- 6.6 If either Party disputes the accuracy of the Metering System, Drax shall arrange for the Metering System to be inspected and tested, and:
- 6.6.1 where the Metering System is found to be operating outside of the tolerance as defined by the industry code of practice applying to the Metering System all costs arising from or associated with the inspection and test shall be paid by Drax provided that Drax had appointed the Metering System provider; and
- 6.6.2 where the Metering System is found to be working within the tolerance as defined by the industry code of practice applying to the Metering System all costs arising from or associated with the inspection and test shall be paid by the Party disputing the accuracy of the Metering System.
- 6.6.3 In all other cases the costs arising from or associated with the inspection and test shall be paid by the Customer.
- 6.7 The Customer shall notify Drax, as soon as is reasonably practicable, of any queries or disputes regarding the Metering System or the operation of the Metering System.
- 6.8 Where the Metering System is not read at least monthly, or for any reason we have been unable to obtain meter readings, estimated readings shall be used and the resultant charges paid by you, subject to any adjustment which may be necessary following the receipt of actual readings. If the Customer provides their own meter reading, it will be used (after successful validation) to determine consumption on the next available invoice. Should the customer supplied reading fail validation then the estimated reading will continue to be used.
- 7. Access**
- 7.1 The Customer shall allow Drax, its authorized representatives and Agents, the Network Operator and the Network Operator's authorised representatives such access to the Premises as may be required by any such person for purposes related to the Contract, including without limitation work associated with the maintenance and testing of the Metering System, meter installation, meter reading and the cut off or reconnection of the supply to the Premises.
- 7.2 Where practicable to do so, a person requiring access to the Premises will endeavour to give reasonable advance notice to the Customer of such required access.
- 8. Termination and Cut-off**
- 8.1 Drax may terminate the Contract with immediate effect at any time following the date the Customer ceases to occupy the Premises.
- 8.2 The Contract will, in relation to all Premises, terminate with immediate effect from the date Drax ceases to hold a Supply Licence or if a Last Resort Supply Direction given to an electricity supplier other than Drax in pursuance of Standard License Condition 8 (supplier of last resort) of that supplier's license comes into effect in relation to the Premises.
- 8.3 Drax may, in respect of all or any Premises, give written notice to the Customer, to terminate the Contract in respect of such Premises from the date stated in the notice where:
- 8.3.1 the Customer fails to pay any amount due under the Contract;
- 8.3.2 the Customer is in breach of any warranty given

- under the Contract or is in material breach of the Contract;
- 8.3.3 the Customer ceases to be a party to or is in material breach of the Connection Agreement;
- 8.3.4 the Customer is deemed to be unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986;
- 8.3.5 the Customer presents, or has presented, a petition for a winding up order;
- 8.3.6 an administrator, administrative receiver, or receiver is appointed overall or any part of the Customer's business;
- 8.3.7 the Customer takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to him; or
- 8.3.8 there is a change in relevant law which prohibits or prevents Drax from providing a Supply of Electricity.
- 8.4 We shall be entitled to immediately cut off the supply of electricity to the premises if:
- 8.4.1 we are required to cut off your supply under any of the electricity industry arrangements under which we operate; or
- 8.4.2 there is a risk of danger to the public if we continue to supply you with electricity; or
- 8.4.3 the customer, in the reasonable belief of Drax, has made unauthorised use of electricity or committed theft of electricity.
- 8.5 Your supply may be cut off at any time by your Network Operator in accordance with your connection agreement or by us if we would breach regulations if we did not cut off your supply or for any other circumstances beyond our reasonable control.
- 8.6 We shall be entitled to end this Agreement immediately upon written notice if:
- 8.6.1 the Gas and Electricity Markets Authority directs another supplier to supply the premises; or
- 8.6.2 we are no longer licensed to supply electricity.
- 8.7 Any provision of the Contract which expressly or by implication is intended to remain in force and effect following termination shall survive termination of the Contract.
- 9. National Terms of Connection**
- 9.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU; phone 0207 706 5137, or see the website at www.connectionterms.co.uk.
- 10. Credit**
- 10.1 You may be required to provide Credit for the payment of Charges for electricity supplied under this agreement. Such Credit must be paid to Drax within 7 days of our request. Payments for electricity supplied remain due in accordance with this agreement regardless of the provision of Credit. If the Credit is not given Drax may end this supply agreement and cut off the electricity supply to your premises.
- 11. Change of Occupier**
- 11.1 The Customer shall give Drax notice as soon as is reasonably practicable of any change of details in respect of any Premises, including without limitation, change of ownership and change of use.
- 11.2 Without prejudice to Clause 8.1, the Customer shall give Drax at least 7 working days advance notice of the date on which he will cease to occupy any or all of the Premises.
- 11.3 Where the Customer gives notice in accordance with Clause 11 he shall, at the same time or as soon as is reasonably practicable thereafter, provide Drax with:
- 11.3.1 details of the new owner or occupier of the relevant Premises but always subject to any confidentiality provisions which may otherwise be applicable; and
- 11.3.2 a forwarding address and other contact details.
- 11.4 Drax may cut off the supply of electricity to the Premises from, or any time after, the date the Customer has ceased to occupy them.
- 11.5 Where the Customer ceases to occupy the Premises without giving notice in accordance with Clause 11, he shall remain liable for all charges relating to the supply of electricity to those Premises until the first of the following:
- 11.5.1 seven working days after the date he does give notice that he will cease or has ceased to occupy the Premises; or,
- 11.5.2 the date the Metering System at the Premises is next due to be read; or,
- 11.5.3 the date that another person starts to take a supply of electricity at the Premises; or,
- 11.5.4 the date that the Contract is terminated in accordance with Clause 8; or
- 11.5.5 the date the supply of electricity to the Premises is cut off in accordance with Clause 8.
- 12. Liability**
- 12.1 The provisions of this section 12 set out our entire liability (including any liability for the acts or omissions of our officers, employees, Agents and sub-contractors and any member of our corporate group and their officers, employees, agents and sub-contractors) in respect of any representation, statement or act including any tortious act or omission including negligence arising under or in connection with this Contract and/or the services provided pursuant to this Contract.
- 12.2 Neither Party will be liable to the other for any losses incurred by the other Party due to circumstances outside of the control of any Party, including without limitation any Force Majeure event.
- 12.3 Drax shall not be liable to the Customer for:
- 12.3.1 any loss of profit or anticipated profit, loss of revenue, damage to reputation, loss of use, loss of goodwill, loss of contract;
- 12.3.2 any special indirect or consequential loss;
- 12.3.3 any loss resulting from the liability of the Customer to any other person howsoever arising;
- 12.3.4 any loss, damage or corruption caused by loss of data or damage to data stored electronically; or,
- 12.3.5 any loss or damage arising from any interruption in or to the supply of electricity, including without limitation loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone systems.
- 12.4 Neither Party excludes or limits its liability in respect of any claim on account of death or personal injury resulting from its negligence and each Party indemnifies the other against all such liability incurred by the other on account of death or personal injury resulting from its negligence.
- 12.5 Drax is not responsible or liable for the maintenance of the connection between the relevant Network Operator's system and the Premises and does not guarantee that electricity delivered to the Premises is free from variation in voltage or from interruptions.
- 12.6 In any event the liability of Drax to the Customer, if not excluded under this Clause 12, is limited to the lesser of £100,000 in respect of each incident or series of related incidents or £100,000 in respect of all incidents in any calendar year.
- 12.7 Drax may deduct from any payment due to the Customer under this Clause 12, or where such payment has been made, recover from the Customer, any amount the Customer has

- received, or is entitled to receive, in respect of the same loss from the relevant Network Operator under a Connection Agreement.
- 12.8 No provision of this Contract affects the statutory rights of either Party.
- 12.9 Neither Party will be liable to the other for any failure in the fulfilment of any of its obligations under the Contract (other than payment obligations) due to any circumstance which is beyond that party's reasonable control. Where a circumstance does occur that is beyond a party's reasonable control that party shall make (and continue to make) reasonable efforts to mitigate the effects of the circumstance or find appropriate workarounds.
- 12.10 The limits of liability referred to in this clause 12 shall survive termination of the Contract.
- 13. Indemnities**
- 13.1 The Customer shall pay Drax, and keep Drax fully and effectually indemnified against:
- 13.1.1 any costs, losses or charges suffered or incurred by Drax as a result of the Customer exceeding the Maximum Capacity at the Premises, including without limitation costs, losses or charges incurred in respect of taking action to cut off, or reconnect, the Supply of Electricity to such Premises;
- 13.1.2 any costs, losses of any nature and charges suffered or incurred by Drax as a result of the Customer's failure to comply with this Contract, including, without limitation, costs arising from the repair or replacement of the Metering System; and
- 13.1.3 any tax, levy, duty or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on the profits and gains of Drax) which may be charged, levied or imposed on Drax in respect of goods or services provided by it under the Contract, including for the avoidance of doubt any Climate Change Levy or other environmental tax.
- 14. Miscellaneous**
- 14.1 By providing a supply of electricity we accept no responsibility for the adequacy, safety or any other characteristic of your installation.
- 14.2 We can transfer information we have about you to other companies for the purposes of your electricity supply and the performance of this agreement only.
- 14.3 This agreement constitutes the entire agreement between both parties. No variation of this Contract shall be binding unless agreed in writing.
- 14.4 Drax operates under the statutory framework of the Act, and other relevant standard electricity supply industry documents and agreements. Drax may revise these Terms and Conditions and pass through at cost any additional charges or expenses incurred as a result of changes to these documents. Any such change and its effective date will be notified in writing or on Drax's website or through any other suitable comparable method. Such choice of method to be at Drax's sole discretion.
- 14.5 Drax may, at any time, assign, transfer or subcontract part or all of the Contract (or any of its future rights and obligations under the contract) without the consent of the Customer. The Customer agrees it will take all necessary steps (including but not limited to execution of any necessary documentation) to effect such transfer or novation. The Customer shall not assign, novate or otherwise transfer the benefit or burden of the Contract without the written consent of the Supplier.
- 14.6 The Contract shall in all respects be governed by and interpreted in accordance with the Laws of England. The Laws of England shall govern the procedure off any arbitration.
- 14.7 If either Party is unable to perform its obligations by reason of Force Majeure this Contract shall remain in effect but (save as otherwise provided) both Parties' affected obligations shall be suspended without liability for the period of the Force Majeure provided that:
- 14.7.1 such suspension is of no greater scope or duration than is reasonably avoidable;
- 14.7.2 the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- 14.7.3 no obligations accruing before the Force Majeure are excused.
- 14.8 The Parties shall attempt to resolve between them any dispute arising in connection with or under the Contract. Where the Parties are unable to resolve a dispute within six weeks of the disputing Party raising the dispute, the Parties agree that the dispute shall be referred to an arbitrator, who shall be agreed. Failing agreement upon such person the arbitration shall be conducted by some person appointed by the Chartered Institute of Arbitrators on the application of either Party.
- 14.9 The Contract forms, contains or expressly refers to the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect thereto and each of the Parties acknowledge and confirm that they have not entered into the Contract in reliance upon any representation or warranty or other undertaking not fully reflected in the Contract.
- 14.10 The Parties agree that should any provision of the Contract be declared invalid or unenforceable by any court of the relevant jurisdiction or by any competent authority:
- 14.10.1 they shall forthwith enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as to the point or points in question; and
- 14.10.2 any such declaration shall not prejudice or affect any other provision of the Contract which shall continue in full force and effect.
- 14.11 Termination of the Contract shall not affect any rights or obligations which may have accrued prior to such termination, shall not affect continuing obligations of each of the Parties under this Contract and without prejudice to the generality of the foregoing, the provisions of Clauses 4, 12, 13 shall survive the expiry or termination of this Contract howsoever caused, and shall continue thereafter in full force and effect.
- 14.12 Any failure or delay by Drax in enforcing any of its rights under the Contract shall not be treated as a waiver of those rights, unless Drax expressly waives such rights by giving written notice.
- 14.13 All notices required to be sent under the Contract shall be sent to the relevant Party at their registered office.

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