



# Terms & Conditions

## Supply of electricity to SME Half Hourly and Non-Half Hourly metered premises

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## SME Terms & Conditions

This document sets out the legally binding terms and conditions upon which we will supply electricity to and charge SME customers with half hourly and/or non-half hourly metering equipment. It explains the obligations you, as a SME customer, have in relation to the supply and your obligation to pay for it. These terms and conditions apply to our SME products (as specified in the associated Contract Award Schedule).

### 1. The Contract

- 1.1 We agree to supply electricity to your Premises and you agree to take the electricity we supply to you in accordance with the terms and conditions of the Contract.
- 1.2 "We", "we", "us" or "our" means "Drax Energy Solutions Limited" and "you" or "your" means the person or business receiving or intending to receive electricity from us (as specified in the Contract Award Schedule). Capitalised words shall have the meanings assigned to them in Clause 16.1.
- 1.3 You understand and agree that the Contract is legally binding (whether entered into by you or any representative or agent acting on your behalf) and so you must carry out your obligations. If you do not carry out your obligations, we may take legal action against you.
- 1.4 Based on the information available to us and the protection we extend to all our small/medium enterprise customers, we will treat you as a Micro Business Consumer.

### 2. Before We Supply the Electricity and Changing Supplier

- 2.1 Our obligation to commence the Supply of Electricity to you at each or any Premises is conditional upon:
  - 2.1.1 at the time we commence the Supply of Electricity to the Premises, you having a Metering System installed at each and any of the Premises in proper working order and suitable for measuring the Supply of Electricity at the appropriate Measurement Class, as well as suitable for use for the charging structure applicable to the Supply of Electricity to the Premises;
  - 2.1.2 you providing us with all the accurate information that we require in a timely manner in order for us to Register you and for us to supply electricity to the Premises;
  - 2.1.3 your credit worthiness satisfying our requirements;
  - 2.1.4 us being Registered as the supplier responsible for supplying electricity to the Supply Point(s) for the Premises identified by the Meter Point Supply Numbers set out in the Contract Award Schedule;
  - 2.1.5 you paying any Initial Credit as requested by us and set out in the Contract Award Schedule by the Initial Credit Payment Date;
  - 2.1.6 your Premises being connected to the local Network Operator's system.
- 2.2 The Contract between us will come into force from the date that either of the following apply (the "Contract Effective Date"):
  - 2.2.1 both parties sign the Contract Award Schedule; or
  - 2.2.2 we agree with you over the phone or by email to supply you, and, in each case, will continue until all Supply Points are either disconnected or Registered to another supplier (the "Term").
- 2.3 When we agree that the Contract comes into force over the phone, we will agree all of the details that would otherwise be set out in the Contract Award Schedule and will record the details in a letter of acceptance. In these circumstances, references to the Contract Award Schedule shall be deemed to be references to the information agreed over the phone and recorded in the letter of acceptance.
- 2.4 For each of the Premises:
  - 2.4.1 the Intended Supply Start Date shall be the date identified as such in the Contract Award Schedule;
  - 2.4.2 the Actual Supply Start Date shall be the later of the Intended Supply Start Date, or the date on which the conditions set out in Clause 2.1 are satisfied;
  - 2.4.3 the Supply Period shall be the period starting from the Intended Supply Start Date and ending at the

end of the Term; and

- 2.4.4 you will reimburse us for any costs, losses or expenses incurred by us as a result of the Actual Supply Start Date not occurring or occurring later than the Intended Supply Start Date provided such non-occurrence or delay is not caused through our act or omission.
  - 2.5 You represent and warrant to us on the Contract Effective Date, on each Intended Supply Start Date and each Actual Supply Start Date that:
    - 2.5.1 the Premises are not Domestic Premises and are (or will, by the Intended Supply Start Date, be) connected to the local Network Operator's system;
    - 2.5.2 any Supply Contract you may have been or are party to in respect of the Premises will, by the Intended Start Date, have been properly and effectively terminated;
    - 2.5.3 you have not entered into, and will not enter into a Supply Contract with another electricity supplier in respect of any of the Premises which will be in force or is due to come into effect during the Fixed Period; and
    - 2.5.4 none of the Premises have an outstanding Green Deal Plan currently in force or due to come into effect during the Supply Period.
  - 2.6 In relation to each of the Premises, unless we have agreed an Intended Supply Start Date in the Contract Award Schedule which falls on or after the 6th working day after the Contract Effective Date, we shall Register as the supplier responsible for supplying the Supply Point(s) for the Premises identified by the Meter Point Supply Numbers set out in the Contract Award Schedule within 5 working days of the day after the Contract Effective Date.
  - 2.7 We may object to, and thereby prevent you from Registering with another electricity supplier where:
    - 2.7.1 the Supply Contract you enter into with the new supplier for the relevant Premises would be effective during the Fixed Period;
    - 2.7.2 you have failed to pay, or we have been unable to collect, any amount which has become due under the Contract, or any other unpaid debts, including any costs, losses and expenses claimed by the us under an indemnity given by you under the Contract;
    - 2.7.3 the electricity supplier agrees with us that the application for the transfer was started in error;
    - 2.7.4 Not used
    - 2.7.5 Not used; or
    - 2.7.6 Not used.
  - 2.8 We are acting on behalf of the Network Operator to make an agreement with you in relation to the Premises. 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 the 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, the Premises. If you want a copy of the NTC or have any questions about it you should write to: Energy Networks Association, 4 More London Riverside, London SE1 2AU; phone 0207 706 5100 or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk). Information about the guaranteed standards of performance that Network Operators provide can be found at [www.energynetworks.org](http://www.energynetworks.org).
  - 2.9 You acknowledge that the Supply of Electricity shall have the electrical characteristics provided for in its Connection Agreement and any variations required to these characteristics should be discussed with the Network Operator.
- ### 3. Supply of Electricity
- 3.1 Unless we have exercised our rights under Clause 3.2, we will provide a Supply of Electricity, up to the Maximum Capacity, in respect of each of the Premises, during the Supply Period.
  - 3.2 We may cut off the Supply of Electricity to any or all of the Premises at any time where:
    - 3.2.1 you fail to pay, or we are unable to collect, any amount due under the Contract;

- 3.2.2 you are in material breach of the Contract;
- 3.2.3 we reasonably believe that the Metering System has been damaged or interfered with and the damage or interference is not caused by us;
- 3.2.4 you exceed the Maximum Capacity in relation to any of the Premises; or
- 3.2.5 we are required to do so under any relevant law or Industry Rule.
- 3.3 If the Supply of Electricity is cut off under Clause 3.2, or for any other reason (except where it is required to be cut off as a result of our act or omission), you must pay us all our costs, losses and expenses incurred in relation to our cutting off such supply, including but not limited to:
- 3.3.1 any costs incurred in reconnecting the supply to the Premises (or our reasonable estimate of such costs);
- 3.3.2 any associated costs or losses incurred by us in selling electricity for a lower price than that for which it was originally purchased to enable us to perform our obligations under the Contract;
- 3.3.3 our Standard Profit Margin on the Charges that we estimate would have been payable by you but for the disconnection; and
- 3.3.4 any capacity, availability, administration or other similar charges levied on us by the Network Operator or by any Agent.
- 3.4 Ownership of and responsibility for the electricity will transfer to you when it reaches the Supply Point, and you will be responsible for electrical losses which are incurred on your side of the Supply Point and electrical works from where your connection leaves the Metering System
- 4. Charges and Payments**
- 4.1 You shall pay the Charges by the Due Date.
- 4.2 Subject to Clauses 4.4 to 4.7 (inclusive), 8, 11.8 and 11.10, where the Contract Award Schedule states that a Third Party Cost:
- 4.2.1 is "Fixed", then that Third Party Cost shall not be increased or decreased as a result of any change in the cost of that Third Party Cost to us during the Fixed Period (or for the relevant duration set out in the Contract Award Schedule);
- 4.2.2 is "Pass Through", then that Third Party Cost shall be charged at our estimate of the likely amount of that Third Party Cost, and, where the cost of that Third Party Cost to us is increased or decreased, then the Charges may be increased or reduced by the change in such cost from time to time during the Fixed Period; or
- 4.2.3 is "Subject to a Threshold" (then the amount of such applicable threshold will be set out next to such statement in brackets in the Contract Award Schedule), If such Third Party Cost is increased by more than the applicable threshold from the cost prevailing on the Contract Effective Date, then we may increase such Third Party Cost by the whole of the change in such cost. Such threshold may be identified as either a percentage or an amount per unit of electricity (p/kWh) and where there is no threshold value specified in the Contract Award Schedule, then it shall be set to zero.
- 4.3 You will be supplied under the Contract with the electricity supply product described in the Contract Award Schedule. In addition, the Contract Award Schedule sets out how your Third Party Costs will be applied during the Fixed Period.
- 4.4 Third Party Costs may be charged as individual amounts or may be included in the Charges. Where the actual amount of such change in Third Party Cost is not known, we may apply our best estimate of such change in accordance with either Clause 4.2.2 or 4.2.3 and we may reconcile the difference between the amount you have paid to us and the actual cost when it is known from time to time.
- 4.5 For the avoidance of doubt, where the Contract Award Schedule does not set out how the Third Party Costs described in rows 9, 10 and 11 of the table below will be payable, you agree to pay such Third Party Costs as additional "Pass Through" Charges as described in Clause 4.2.2 above.
- 4.6 If the method of determining any Third Party Cost is changed
- from that applied on the Contract Effective Date and / or there are changes to Third Party Costs that we could not have reasonably forecast at the Contract Effective Date, and as a result any Third Party Cost is increased that cannot be feasibly absorbed by the Supplier in relation to the Contract, then the Charges will be increased by the whole of that increase with effect from the date of the change. This shall be the case even where the Third Party Cost is stated in the Contract Award Schedule to be "Fixed" or "Subject to Threshold".
- 4.7 The Charges are based on information including Metering Information, provided by you, an agent, or any other party acting on your behalf. If the level or pattern of your consumption of electricity at the Premises is materially different to (or materially changes from) the information provided then we may change the Charges in accordance with Clause 8.4 and you shall provide us with such further Metering Information as we may request.
- 4.8 We may invoice you or issue you with a statement of accounts either monthly, or at a frequency determined by us, and notified to you.
- 4.9 Unless stated otherwise in the Contract Award Schedule, payment shall be made by Direct Debit and is payable within 14 days of the invoice date or as otherwise specified in the Contract Award Schedule. Should you pay by any means other than Direct Debit, or that stated in the Contract Award Schedule, then we may increase the Charges.
- 4.10 Not used.
- 4.11 Not used.
- 4.12 Not used.
- 4.13 Where we do not receive or we are unable to collect a payment by its Due Date, we may:
- 4.13.1 by informing you in writing, vary the Contract in accordance with Clause 8.3;
- 4.13.2 charge a Late Payment Fee in line with the Late Payment of Commercial Debts (Interest) Act;
- 4.13.3 Not used.
- 4.13.4 assign the collection of any outstanding payment to a debt recovery agent or company;
- 4.13.5 de-energise or disconnect the Supply of Electricity to any or all of the Premises in accordance with Clause 3.2;
- 4.13.6 recover from you all costs, losses and expenses that we incur or suffer in pursuing your non-payment of the relevant amount; and/or
- 4.13.7 replace the existing Metering System with an Advanced Meter or a Smart Meter and you shall reimburse us for any costs, losses or expenses that we incur in replacing the Metering System;
- 4.14 Where any amount payable in accordance with the Contract is the subject of a genuine dispute, the undisputed portion of the relevant amount shall be paid in accordance with the relevant provision of the Contract and any disputed amount shall be paid within seven working days of the dispute being resolved.
- 4.15 You may not deduct or set off any payments to be made under the Contract against any amounts due from us in any respect.
- 4.16 Unless we have reason to believe that the Metering System has not accurately recorded the electricity supplied to the Premises, or we are unable to establish firm or accurate meter readings, the Charges for the quantity of electricity supplied to the Premises will be based on the quantities recorded and measured by the Metering System, on the basis of actual half hourly meter advances for Half Hourly Metered Premises or, for Non-Half Hourly Metered Premises, actual meter readings by us, another supplier, or our or their Agents. Where we request you to do so, you will also provide meter readings.
- 4.17 Without prejudice to Clause 4.16, where we have reason to believe that the Metering System has not accurately recorded the electricity supplied to the Premises, or we are unable to establish firm or accurate meter readings, the Charges for the volume of electricity supplied to the Premises shall be based on our estimate of the volume supplied and any adjustment or settlement required to be made will be carried out and reflected in a subsequent bill or statement of account.
- 4.18 We may compare actual consumption supplied by us to the

- Premises against the Estimated Annual Consumption. If actual consumption supplied by us differs from the Estimated Annual Consumption by a quantity in excess of or below the Volume Variation Tolerance (or, if none is specified, ten per cent.) then you shall reimburse us against all costs, losses and expenses associated with the difference in consumption, including but not limited to any associated costs or losses incurred by us in selling electricity for a lower price than that for which it was originally purchased and/or any changes to Third Party Costs.
- 4.19 The Actual Supply Start Date meter reading for the Premises will be the meter reading determined by us in accordance with the Industry Rules and Good Industry Practice. Where we request you to do so, you will also provide a meter reading for the Premises' Actual Supply Start Date, which will be subject to validation by us.
- 4.20 If you have engaged or used a broker (or other introducer or agent) to negotiate this Contract then you also agree to pay any fee payable to them and agree that we will include any amount of commission payable to the broker (or other introducer or agent) within the Charges.
- 4.21 Where in relation to any invoice period there are insufficient firm and/or accurate meter advances available; or in relation to any Premises we are, for any reason, unable to process all of your consumption data relevant to that invoice period, we may estimate the meter advances or invoice you in relation to part of your consumption for that invoice period and any adjustment or reconciliation required will be undertaken and reflected in a subsequent invoice.
- 4.22 You will (on request) reimburse us for all reasonable costs, losses and charges incurred by us as a result of:
- 4.22.1 any Site Works;
- 4.22.2 your taking a Supply of Electricity exceeding the Maximum Capacity at the Premises;
- 4.22.3 your failure to comply with Clause 5.5 or 6; and
- 4.22.4 any tax, levy or duty (other than corporation tax or other tax of a similar nature replacing corporation tax on our profits and gains) or other costs or charges arising from law or regulation which may be charged, levied or imposed on us in respect of goods or services provided by us under the Contract, including, without limitation, Climate Change Levy, Fossil Fuel Levy, CCS Supply Levy under section 4 of the Energy Act 2010, or any other environmental tax, levy or duty.
- 4.23 We may increase the Charges in order for you to pay an equitable proportion of any costs incurred by us as a result of a direction that is given under section 34 or section 96 of the Act.
- 4.24 All Charges and amounts payable by you to us under the Contract do not include Value Added Tax and Climate Change Levy. You will pay us on demand any Value Added Tax and/or Climate Change Levy, if applicable, at the relevant rates.
- 4.25 Where relevant, you shall send us completed Supplier VAT Certificates evidencing qualifying use and/or completed HM Revenue and Customs Climate Change Levy Certificates (PP11 forms) to be received at least five working days prior to their application. Where you are entitled to be charged a reduced rate of VAT and/or Climate Change Levy you will be charged based on the percentage of qualifying use set out in its relevant Supplier VAT Certificate and/or PP11 form. We will only vary the percentage of qualifying use of VAT and/or Climate Change Levy to the extent that revised Supplier VAT Certificates and/or PP11 forms are submitted by you at least five (5) working days prior to their application. We shall not be obligated to backdate the application of PP11 forms submitted late and accepts no liability for late receipt of such PP11 forms.
- 4.26 If the Contract Award Schedule specifies "Renewable Electricity" or we agree in writing that the Supply of Electricity to any Premises should be Renewable Source Electricity, then we will ensure that the electricity supplied to the Premises is Renewable Source Electricity and we will be entitled to charge you the Renewable Premium set out in the Contract Award Schedule.
- 4.27 Where you are a Micro Business Consumer and we realise either during or after the expiration of the Term, that one or more of the invoices were incorrect or needs to be reconciled to reflect Pass Through Charges (in accordance with your contract), then we will not issue you with an invoice for an increased amount for a period more than 12 months in the past, unless we have an exemption in our licence.
- 4.28 Where you intend to install, connect, or remove equipment at the Premises (including but not limited to generation, electric vehicle charge points and batteries) that will materially change the level or pattern of your consumption then you must give us advance notice. Once, you provide notice we will use reasonable endeavours to incorporate these alterations with the minimum changes to your Contract. However, regardless of whether you provide notice, we may:
- 4.28.1 Recover our costs, losses and expenses in accordance with clause 4.18
- 4.28.2 Vary the Contract in accordance with clause 8.4
- 4.28.3 Terminate the Contract in accordance with clause 11.3.12
- 5. Metering System**
- 5.1 The quantity of electricity supplied to each Premises will be measured by the Metering System installed at that Premises.
- 5.2 Where you do not appoint your own Agent(s) in accordance with Clause 5.7 we will appoint the relevant Agent(s), including for the avoidance of doubt any Agent (where required, in accordance with the requirements of the Balancing Settlement Code (the "BSC")) for the purposes of procuring that the Metering System is installed (and which, in the case of Non-Half Hourly Metered Premises may include Advanced Metering or Smart Metering), operated, maintained and read in accordance with the requirements of the BSC and with Good Industry Practice).
- 5.3 You will ensure that, in relation to each of the Premises, each Metering System is fit for purpose and for the duration of the relevant Supply Period is kept in proper order for registering the quantity of electricity supplied to each Supply Point. You agree that the Metering System does not need to be Certified.
- 5.4 You will not cause damage to, tamper or interfere with the Metering System. You will take all reasonable precautions to ensure that no other person is able to damage, tamper or interfere with the Metering System. Any changes made by anyone other than the appointed Agent are tampering.
- 5.5 You will:
- 5.5.1 ensure the Metering System at each of the Premises is at all times protected from the risk of damage and is clearly accessible by us or any of our or your Agents, so that it can be inspected, maintained and read in a safe and secure manner; and
- 5.5.2 provide such information about the Metering System as may be reasonably requested from time to time by us;
- 5.5.3 nominate and provide contact details of an authorised person who may be contacted by us for the purpose of arranging access to the Premises to maintain, inspect and read the Metering System;
- 5.5.4 in respect of Non Half Hourly Metered Premises, co-operate with us in the event that your electricity consumption reaches a level that we are then obliged, by Industry Rules, to install a Metering System to measure and record electricity usage at the Premises on a half hourly basis at the Premises and pay any higher charges that we require as a consequence;
- 5.5.5 notify us as soon as possible when you become aware that the Metering System is not, or may not be, recording accurately the consumption of electricity at any of the Premises;
- 5.5.6 notify as soon as possible of any queries or disputes relating to the Metering System or its operation; and
- 5.5.7 reimburse us for any cost, loss or damage that we suffer as a result of your failure to comply with any of the above.
- 5.6 If either party disputes the accuracy of the Metering System, we will investigate and provide you with a report, if this does not resolve the dispute to both your and our satisfaction then we can arrange for it to be inspected and tested. If we have requested the inspection then we will pay for the inspection unless you have damaged, tampered, or interfered with the metering, if you have requested the inspection then you will pay for it in advance and where the Metering System is found to be:

- 5.6.1 operating outside of the tolerance as detailed in the relevant Industry Rule code of practice applying to that Metering System, we will refund all the costs that you paid for the inspection and test; and
- 5.6.2 working within the tolerance as defined by the relevant Industry Rule code of practice applying to that Metering System all costs arising from or associated with the inspection and test shall be paid by you.
- 5.7 You may, with our prior approval, appoint and enter into appropriate arrangements to procure the services of an Agent(s) in respect of any Premises.
- 5.8 Where you appoint an Agent(s) in accordance with Clause 5.7 you will:
- 5.8.1 procure that the appointed Agent(s) provides us with all information required, and in the form required, by us or our authorised representative in order to fulfil our obligations under the Contract or under a relevant Industry Rule and procure compliance by such Agent with any standards, conditions and time scales required under the BSC;
- 5.8.2 enter into, and procure that the appointed Agent enters into, any additional agreements that we may reasonably require;
- 5.8.3 pay for and indemnify us against any loss, cost or expense incurred or suffered by us or our Agent(s) as a result of the appointed Agent's acts or omissions or failures, including in securing readings where they have not been provided in the timescales required under the Industry Rules; and
- 5.8.4 give us at least 28 days' notice of and obtain our consent to any proposed change of (i) the Metering System installed at any Premises or (ii) of any Agent appointed by you.
- 5.9 Where you procure the services of an Agent in accordance with Clause 5.7, if during the Term, your relationship with that Agent either expires or terminates or if you do not procure that the Agent complies with Clause 5.8.1, we may appoint such Agent in accordance with Clause 5.2, and you shall indemnify us against any loss or damage or additional cost incurred or suffered by us as a result of contracting with and registering the replacement Agent.
- 5.10 In relation to any Metering System:
- 5.10.1 we may change the metering and time switch arrangements (including the Time Pattern Regime) setup at the Supply Point, provided that any pre-existing arrangements for night units are preserved;
- 5.10.2 we may vary the Charges depending on whether the Metering System is configured as Current Transformer Metering or Whole Current Metering;
- 5.10.3 if, for a period of 9 months during the Supply Period, we have been unable to take an actual meter reading and/ or we have not received a meter reading from you, we may replace the existing Metering System with an Advanced Meter or a Smart Meter and you shall reimburse us for any costs, losses or expenses that we incur in replacing the Metering System;
- 5.10.4 where the Metering System does not include an Advanced Meter or a Smart Meter we may:
- i. where you or your Agent is responsible for providing the Metering System, give you notice, at any time during the Supply Period, that the Metering System needs to be replaced with an Advanced Meter or a Smart Meter and you shall replace the Metering System accordingly, as soon as reasonably practical; or
- ii. where we or our Agent is responsible for providing the Metering System, on at least 7 days' notice to you during the Supply Period, replace the Metering System with an Advanced Meter or a Smart Meter;
- 5.10.5 where the Metering System includes an Advanced Meter or a Smart Meter and the Advanced Meter or Smart Meter is provided by you or your Agent:
- i. you will pay our costs, losses and expenses incurred in providing and operating the Advanced Meter or Smart Meter including any costs resulting from an out of working hours installation or the requirement for any additional equipment; and
- ii. we may require you to reimburse in full the costs we incur in meeting your or your Agent's request for the Advanced Meter or Smart Meter to be removed or replaced with another meter (including another type of Advanced Meter or Smart Meter).
- 5.10.6 it is your responsibility to inform us if an Advanced Meter or Smart Meter is already installed at the Premises prior to the Actual Supply Start Date and, if so, we may vary the Charges to reflect any increased cost to us.
- 5.11 If the profile of a MPAN is within Profile Classes 05 to 08 or where there is an obligation to have a mandatory Half Hourly Metering System installed at the Supply Points (if we are mandated under the BSC), we will arrange for a Half Hourly Metering System or an Advanced Meter or a Smart Meter (as applicable) to be installed at the Supply Points.
- 5.12 If a Metering System has to be changed, modified or reconfigured either before the Contract Effective Date or later because the Metering System cannot, in our reasonable opinion, provide the data needed to apply the Charges, we may change, modify or reconfigure the Metering System at any time, and you shall pay for and indemnify us against any loss or damage, or additional cost incurred or suffered by us or our Agents.
- 6. Access to the Premises**
- 6.1 You will allow us or our representatives or agents, the Network Operator and its representatives, access to the Premises that may be required in relation to the Contract (including, but without limitation, work associated with the maintenance and testing of the Metering System, the communications system, meter installation, meter reading and de-energisation, disconnection or reconnection of the supply to the Premises).
- 6.2 A person requiring access to the Premises will (where possible) give reasonable advance notice to you of the access required.
- 7. Change of Occupier**
- 7.1 You will give us notice as soon as possible of any change to the details of any Premises, including, but without limitation, a change of ownership and change of use.
- 7.2 You will also give us at least 30 working days' advance notice of the date on which you will cease to occupy any or all of the Premises.
- 7.3 Where you give us notice under Clause 7.2, you will, at the same time or as soon as possible provide us with:
- 7.3.1 details of the new owner or occupier of the relevant Premises (subject to any applicable confidentiality obligations);
- 7.3.2 details of the arrangements you have made for us to access the Premises to either read or inspect the meter or to cut off the supply (any costs we incur in doing so to be payable by you); and
- 7.3.3 your forwarding address and other contact details; and
- 7.3.4 where we request it, evidence that you have legally ceased responsibility for the supply of electricity to the Premises.
- 7.4 Where you cease to occupy the Premises but you do not provide the required notification in accordance with Clauses 7.1, 7.2 and 7.3, you shall remain liable to pay all charges relating to the Supply of Electricity to those Premises until the earlier of:
- 7.4.1 the date we have established that another party became responsible for the supply of energy;
- 7.4.2 the date we terminate the Contract in accordance with Clause 11.1; or
- 7.4.3 the date the supply of electricity to the Premises is de-energised or disconnected in accordance with Clause 3.2 and we may increase the Charges on all outstanding invoices.
- 7.5 Whether or not you give notice in accordance with Clause 7.2, we may terminate the Contract in relation to the



- relevant Premises only in accordance with Clause 11.1 and/ or de-energise or disconnect the supply of electricity to the Premises from, or any time after, the date you cease to occupy them and the provisions of Clause 3.3 shall apply.
- 7.6 Not used.
- 7.7 We may agree in writing with you to add additional Premises to the Contract, (our agreement will not be unreasonably withheld or delayed), provided that you provide us with any information we request in connection with such addition and that any delay in providing our agreement due to our review of such information, shall not be considered to be unreasonable. Should we agree to an addition we shall send you an updated Contract Award Schedule reflecting the additional Premises, the Charges that shall apply, and any relevant Metering Information.
- 8. Changes to the Contract**
- 8.1 We and you may at any time agree in writing to change any term of the Contract.
- 8.2 We may (without your permission) change any term of the Contract (including the Charges in accordance with Clause 11.7) at any time after the expiry of the Fixed Period.
- 8.3 We may (without your permission) change the Charges, method of payment or other payment terms of the Contract where you fail to pay an amount due in accordance with the Contract or we have been unable to collect any Direct Debit amount in cleared funds on the Due Date.
- 8.4 We may (without your permission) change any term of the Contract (except for making a change to the Fixed Period Expiry Date) during the Fixed Period where:
- 8.4.1 the rate of your electricity consumption for a particular period of time differs significantly from the proportion of the Estimated Annual Consumption normally expected for that equivalent period of time;
- 8.4.2 we are notified of any material change to the Metering Information;
- 8.4.3 there is a change in an industry wide practice or in the requirements of or in the interpretation of the requirements of any Competent Authority, including any changes to, or any introduction of any Industry Rule, law, tax, levy, certification or similar (including in respect of any costs referred to in the Contract Award Schedule as being included in the energy rate, or as otherwise Fixed);
- 8.4.4 you have failed on at least two consecutive occasions to provide us or our Agent with access to the Metering System;
- 8.4.5 we need to change the Metering Equipment at any of the Premises to an Advanced Meter or a Smart Meter or any other type of Metering System for the purposes of compliance with any legal obligation on us to supply through an Advanced Meter or a Smart Meter or such other type of Metering System;
- 8.4.6 you have failed to provide any meter reading you are required to provide within a reasonable period of being requested to do so; and/or
- 8.4.7 we are required to fit a Metering System which measures and records electricity usage on a half hourly basis to any Non-Half Hourly Premises, or to facilitate our use of Half Hourly consumption data for settlements in compliance with Industry Rules.
- 8.5 We will not vary the Contract during the Term solely because you are longer meet the definition of a Micro Business Consumer.
- 8.6 Where the Contract is changed under this Clause 8, we will give you written notice of the change and the change will take effect from the date stated in the notice, or where no such date is specified, the date of the notice.
- 8.7 In addition to our other rights under this clause 8, we may vary the Contract (but not the Charges (save as described at clause 8.1) or the duration of the Fixed Period) at any time by notifying you in writing not less than 30 days in advance of the new terms taking effect.
- 9. Credit**
- 9.1 You shall provide us with any Initial Credit by the Initial Credit Payment Date.
- 9.2 Where at any time during the Term we determine that in line with our ongoing credit monitoring procedures, your creditworthiness at that time is worse than your credit worthiness at either the Contract Effective Date or an Intended Supply Start Date then we may require you to provide Credit (or additional Credit) in such amount as we reasonably determine within the timeframe we require.
- 10. Limitation of Liability**
- 10.1 Neither party will be liable to the other for losses incurred due to circumstances outside of their control including, without limitation, an Event of Force Majeure.
- 10.2 We will not be liable to you for:
- 10.2.1 any loss of profit or anticipated profit, loss of revenue, damage to reputation, loss of use, loss of goodwill, or loss of contract;
- 10.2.2 any special, indirect or consequential loss;
- 10.2.3 any loss resulting from your liability to any third party, regardless of how this loss arises;
- 10.2.4 any loss or damage arising from any interruption in or to the Supply of Electricity.
- 10.3 Neither party excludes nor limits its liability in respect of death or personal injury resulting from its negligence, and each party shall indemnify the other against all such liability incurred by the other on account of death or personal injury resulting from such negligence.
- 10.4 We are not responsible or liable for the maintenance of the connection between the relevant Network Operator's system and the Metering System and you acknowledge that that any variation in voltage or interruptions in the Supply of Electricity is the Network Operator's responsibility under the terms of your Connection Agreement.
- 10.5 Without prejudice to Clause 10.3, and to the extent liability is not excluded under this Clause 10, if we fail to comply with our obligations under the Contract, the maximum amount of compensation that we will have to pay you for damage incurred as a result of our breach will be the lower of £100,000 and the total Charges payable in that Contract year for each event (or series of connected events) in any 12-month period.
- 10.6 If you have received or are entitled to receive compensation from the Network Operator under a Connection Agreement, we will not compensate you (under this Clause 10) for that same loss. Where we have already paid you compensation, we will be entitled to recover that sum from you.
- 10.7 Neither your nor our statutory rights are affected by the Contract.
- 11. Termination and Renewal**
- 11.1 We may, in relation to any Premises that you cease to occupy, terminate the Contract with immediate effect at any time after the date you cease to occupy such Premises.
- 11.2 The Contract will, in relation to all Premises, terminate with immediate effect from the date that we no longer hold a Supply Licence.
- 11.3 We may give you written notice to terminate the Contract for all or any Premises from the date we specify in the notice where:
- 11.3.1 you fail to pay any amount due under the Contract;
- 11.3.2 you are in breach of any warranty given under the Contract or are in material breach of the Contract;
- 11.3.3 you cease to be a party to or are in material breach of the Connection Agreement;
- 11.3.4 you are deemed to be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986;
- 11.3.5 you present, or have presented, a petition for a winding up order;
- 11.3.6 you have an administrative receiver, or receiver appointed, or you notify us of an intention to make any such appointment over all or any part of your business;
- 11.3.7 there is a change in the Industry Rules or relevant law which prohibits or prevents us from providing a Supply of Electricity;

- 11.3.8 you have not provided all Initial Credit by the Initial Credit Payment Date or Credit in the amount required in accordance with Clause 9;
- 11.3.9 the Actual Supply Start Date for those Premises is later than the Intended Supply Start Date for such Premises through no act or omission of ours;
- 11.3.10 you are in breach of Clause 15.15;
- 11.3.11 you have taken out or attempted to take out a Green Deal Plan in relation to any of the Premises;
- 11.3.12 the actual consumption differs from the Estimated Annual Consumption by a quantity in excess of or below 150 per cent. (150%) of the Volume Variation Tolerance;
- 11.3.13 you cease to consume electricity at one or more Premises and this change is not notified to us within seven (7) days of ceasing to consume electricity at one or more Premises;
- 11.3.14 you change the method of payment without our prior written consent;
- 11.3.15 a Material Adverse Change has occurred and continues for an uninterrupted period of 30 days or more and we notify you in accordance with Clause 15.4; or
- 11.3.16 in accordance with Clause 14.2.
- 11.4 If you agree your Contract through a broker that either we or you have entered into a separate agreement with, this Contract will continue irrespective of whether any separate agreement is terminated.
- 11.5 Not used.
- 11.6 We will send you a Renewal Statement prior to the Fixed Period Expiry Date.
- 11.7 Unless the Contract ends on or before the Fixed Period Expiry Date the Contract will enter the Variable Period for the remainder of the Supply Period. During the Variable Period the Charges will be the Variable Period Rates. We may change our Variable Period Rates from time to time for any reason and they are published on our website [energy.drax.com.com/variable-rates](http://energy.drax.com.com/variable-rates). If you are unable to view the website we will send the Variable Period Rates to you on request. In all other respects, the Terms and Conditions of the Contract shall continue to apply.
- 11.8 Not used.
- 11.9 The Variable Period will continue until such time as you enter into an agreement for the Supply of Electricity with either us or another electricity supplier (and such electricity supplier is successfully Registered as the supplier to the relevant Supply Points).
- 11.10 You do not need to give us termination notice to leave us at the end of the Fixed Period or during the Variable Period.
- 11.11 Where, in respect of any Premises during the Fixed Period, the Contract is terminated under Clauses 11.3.2 to 11.3.6 or 11.3.10 or 11.3.16, or if the Contract is terminated by virtue of the Insolvency Order 2015, if we request, you will pay us an Early Exit Fee in respect of such Premises. The Early Exit Fee will be:
- number of months** (including part months each counted as a whole months) from the date the Contract is terminated until the Fixed Period Expiry Date
- multiplied by**
- half of the Average Monthly Amount as defined below
- plus**
- £100 administration fee.
- The Average Monthly Amount will be:
- (total payments made plus those expected to become due under the Contract)
- divided by**
- (number of months from the Intended Supply Start Date to the date the Contract is terminated).
- 11.12 Both you and we agree that the applicable Early Exit Fee represents a genuine and reasonable pre-estimate of

losses, costs and expenses that we will incur or suffer as a consequence of the termination of the Contract.

## 12. Confidentiality

- 12.1 The Contract is confidential as between us and cannot be disclosed by you or us to any third party without the prior written consent of the other, except where, and to the extent that, the disclosure is reasonably required in connection with applications and reports to Competent Authorities, for legal and/or regulatory purposes, in order to borrow money, to banks or financial institutions or their respective affiliates during its normal course of business, to obtain insurance or a genuine sale or assignment of any interest in the Contract permitted under the Contract.
- 12.2 Subject to Clause 12.5, all technical and commercial information supplied by either party to the other under the Contract will remain the property of the supplying party, will be kept confidential and will not, unless for the reasons set out in Clause 12.1 above or unless agreed in writing by the other party, be copied, modified, disclosed or used by the receiving party otherwise than for the purposes required to perform its obligations under the Contract.
- 12.3 The provisions of this Clause 12 shall continue to bind a party for a period of five (5) years after its ceases to be a party to the Contract.
- 12.4 Unless we agree with you in writing, we will own all intellectual property relating to the Contract.
- 12.5 Any information provided by you under the Contract, may be used by us and our authorised representatives to:
- 12.5.1 perform our obligations under the Contract and the Industry Rules;
- 12.5.2 prevent and detect fraud, criminal activity or loss;
- 12.5.3 verify the accuracy of other information provided for contractual reasons;
- 12.5.4 enable us to inform you of other services we are able to provide; and
- 12.5.5 assess your credit rating or credit worthiness (whether you are a limited company, partnership, individual or other form of legal entity).
- 12.6 You consent to your previous suppliers or their Agents providing relevant information on the Metering System to us if we require it.
- 12.7 We may use credit reference and fraud prevention agencies from time to time. How the credit reference and fraud prevention agencies will use your information is detailed below. By entering into the Contract and by confirming your agreement to proceed you are accepting that we may each use your information in this way.
- 12.7.1 We will search at credit reference and fraud prevention agencies for information relating to you and all of your Directors. In relation to your individual Directors, we may provide current and previous names, addresses and dates of birth. You hereby confirm that all of the information you have provided about your Directors is correct and that each Director has provided their consent to the disclosure of such information to us and to such credit reference and fraud prevention agencies we may use from time to time. If you or any of your Directors give us false or inaccurate information and we identify fraud, details may be passed to credit reference and fraud prevention agencies.
- 12.7.2 We will use the information provided to us by credit reference and fraud prevention agencies to help make credit related decisions, to verify Director identity, for the prevention and detection of fraud and/or money laundering, and to manage your account. If you do not make payments that you owe us, we will trace your whereabouts and recover amounts due.
- 12.7.3 When credit reference agencies receive a search from us they may place a search "footprint" on your and each of your Directors' credit file, this may be seen by other organisations when you or your Directors apply for credit in the future.
- 12.7.4 We may seek confirmation from credit reference agencies that the residential address(es) of your Directors that you have provided to us are the same

as those shown on the restricted register of directors' usual addresses at Companies House.

### 13. Disputes

13.1 The Contract shall in all respects be governed by and interpreted in accordance with English law. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

13.2 We will both attempt to resolve any dispute arising between us under the Contract. Where we are both unable to resolve a dispute within eight (8) weeks of the dispute being raised by the disputing party, the Supplier may refer the dispute to an agreed arbitrator. If we are unable to agree an arbitrator, the Chartered Institute of Arbitrators will appoint an arbitrator on the request of either party. English law shall govern the procedure of any arbitration

### 14. Modern Slavery

14.1 You will comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

14.2 We may terminate the Contract with immediate effect by giving written notice to you if you commit a breach or (in our reasonable opinion) a suspected breach of this Clause 14 (and the provisions of Clause 11.11 shall apply).

### 15. Miscellaneous

15.1 We may delegate or transfer any or all of our rights or obligations under the Contract at any time without notice to, or consent from, you, and (where we ask you to do so) you will take any reasonable steps to facilitate or give effect to any such delegation or transfer. You will not delegate or transfer any of your rights or obligations under the Contract without our prior written consent.

15.2 On the occurrence of an Event of Force Majeure, if you or we are unable to perform our respective obligations (excluding payment obligations), the Contract will remain in effect but will be suspended for the period of Force Majeure (with both parties' obligations also being suspended) provided that:

15.2.1 the parties try and limit the period of suspension;

15.2.2 the non-performing party attempts to remedy its non-performance; and

15.2.3 any obligations before the Event of Force Majeure remain unaffected and remain to be performed.

15.3 If an Event of Force Majeure continues for an uninterrupted period of 30 days or more then we may on 30 days' written notice immediately terminate the Contract.

15.4 If a Material Adverse Change occurs and continues for an uninterrupted period of 30 days or more then we may on seven (7) days' written notice immediately terminate the Contract.

15.5 The Contract constitutes the entire agreement between us relating to its subject matter and supersedes any previous agreements and understandings made between us in relation to the same subject matter, and any statement or representation made by you and us except as contained or referred to in the Contract.

15.6 Should any provision of the Contract be declared invalid or unenforceable by any Competent Authority, we both agree that:

15.6.1 we will both enter into negotiations to amend the provision so as to make it valid and legal and to the maximum extent possible, carry out its original purpose; and

15.6.2 any such declaration shall not affect any other provision of the Contract which will continue in full force and effect.

15.7 Termination of the Contract will not affect any rights or obligations which may have accrued before termination, and will not affect our nor your continuing obligations under the Contract (which includes the provisions of Clauses 4, 10 and 12 which survive the expiry or termination of the Contract and continue in full force and effect).

15.8 Any failure or delay by us in enforcing our rights under the

Contract will not be treated as a waiver of those rights, unless we expressly waive our rights by giving written notice.

15.9 All notices and other communications required to be sent under the Contract are to be sent by hand or using first class pre-paid post or email to the respective addresses specified in the relevant Contract Award Schedule or; where no addresses are specified, to us at our registered office, and to you at the billing address for the relevant Premises, or to such other address as you or we notify in writing from time to time in accordance with this clause. Notices by e-mail will only be validly made if a copy is sent by post to our registered office in accordance with this clause within 24 hours. Communications in accordance with this clause will be deemed to be received within 3 days of the posting or a notice or sending of a notice by e-mail, providing the sender has proof of posting or transmission.

15.10 Where you change your email address, telephone number or postal address then you are responsible for notifying us of this change so that we can provide you with important communications about the Contract. You remain bound by any notices given under this Contract regardless of whether you still use or monitor the notice methods that you have given us

15.11 We may record any telephone communication with us.

15.12 No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to the Contract.

15.13 You agree to comply with our requests in relation to the supply of electricity provided under the Contract at no cost to us where such requests are necessary for our compliance with the Grid Code, the Distribution Code or any other relevant code that we have to comply with as the holder of a Supply Licence.

15.14 You confirm that at the Contract Effective Date you comply and that throughout the Term you will comply with all relevant Industry Rules and all relevant laws and regulations applicable to it as the same may be amended, updated, modified or re-enacted from time to time.

15.15 The parties shall:

15.15.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

15.15.2 not engage in any activity, practice or conduct which could be considered an offence under sections 1, 2 or 6 of the Bribery Act 2010.

15.16 We may at any time, without notice to you, set off any liability owed by you to us against any liability we owe to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under the Contract or otherwise.

15.17 In the event of any change in any Industry Rule that adversely affects all licenced electricity suppliers in Great Britain and that materially affects one or more provisions of the Contract, the parties hereby agree that unless otherwise agreed, if possible, they will opt out of such Industry Rule change to the maximum extent permitted.

15.18 We have collected your personal data for the purpose of entering into the Contract with you and you can find the details of how we will process your data and who we will share it with in our privacy notice, which is available on our website.

15.19 We will always respect and protect your personal data. Providing you do not opt out, we will only contact you via post, email, text and telephone and only regarding other products we offer. To opt out of marketing, please contact us to amend your preferences.

### 16. Definitions & Interpretation

16.1 In the Contract the following words shall have the following meanings:

**Act:** means the Electricity Act 1989 and any legislation made under the Act;

**Actual Supply Start Date:** means the date referred to in Clause 2.4.2;

**Advanced Meter:** means a Metering System which, either on its own or with an ancillary device, stores measured electricity consumption data for multiple time periods and may provide us with remote access



to such data;

**Agent:** means any person accredited as a supplier agent as further described in the relevant Industry Rules;

**Availability Charges:** means charges levied by the relevant Network Operator as part of its published use of system charges for the provision of the electrical capacity at a Supply Point (such capacity being subject to revision) and/or for reactive power and the additional costs of electrical losses because of a poor power factor;

**Capacity Market Charges:** means any charges levied at the rates from time to time imposed pursuant to the Energy Act 2013 and any regulations made thereunder (including all charges and levies under the Electricity Capacity (Supplier Payment etc.) Regulations 2014);

**Capacity Market Settlement Costs:** means only those Capacity Market Charges that relate to the administrative costs of the capacity market settlement body (rather than the capacity market payments to capacity providers);

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

**Certified:** means the certification of a Metering System in accordance with Schedule 7 of the Act;

**CfD Costs:** means the charges levied at the rates from time to time imposed in respect of the contracts for differences scheme introduced under the Energy Act 2013 and further defined in any and all regulations made there under (including all charges and levies under the Contracts for Difference (Supplier Obligation) Regulations 2014);

**Charges:** means any charges or payments that are payable by you to us in accordance with the Contract for services provided by us under the Contract;

**Competent Authority:** means any regional, national or EU court, authority, inspectorate, department, regulator or other governmental or administrative body (in each case to the extent having jurisdiction over either or both of the parties, the Contract and/or its subject matter);

**Connection Agreement:** means an agreement (the National Terms of Connection or otherwise) entered or to be entered into between a Network Operator and you under which the Premises are connected (through one or more Supply Points) to the relevant Network Operator's system;

**Connection and Use of System Code:** means the document of that name required to be in force by the Transmission Company in accordance with a condition of its transmission licence;

**Contract:** means these Terms and Conditions and the Contract Award Schedule as may be amended from time to time in accordance with Clause 8 or 11;

**Contract Award Schedule:** means either (i) the written document(s) signed by you and us in which these Terms and Conditions are stated to apply, including, but not limited to, each "Contract Schedule", addendum or other document attached to it (which also form part of the Contract) or (ii) the details agreed on the telephone, or our subsequent written confirmation of those details (as described in Clause 2.2). Where a Renewal Statement or Counter Offer applies, the Renewal Statement or Counter Offer may vary the Contract Award Schedule;

**Contract Effective Date:** has the meaning ascribed to it in Clause 2.2;

**Credit:** means cash or letters of credit as specified by us, deemed appropriate by us and in a form acceptable to us to cover, or provide assurance for covering your financial obligations under the Contract;

**Current Transformer Metering (CT Metering):** means a Metering System where a current transformer is used to reduce the current flowing through that Metering System;

**Direct Debit:** means the collection of monies from your bank account through the direct debit payment scheme operated by UK banks;

**Director:** means your statutory director(s) where you are a limited company, partner where you are a partnership, you personally if you are a sole trader, proprietor, owner or shareholder;

**Distribution Code:** means the Distribution Code published by the licenced electricity distributors under their licences;

**Distribution Losses:** means, in respect of each half-hourly settlement period, the Distribution Network losses applied by the Network Operator in respect of the electricity supplied to the Premises in that period;

**Domestic Premises:** means premises at which a Supply of Electricity is taken wholly or mainly for domestic purposes;

**Due Date:** means either (1) the date by which an invoice submitted to you is required to be paid as set out in the Contract Award Schedule, or (2) the date on which we attempt to take a direct debit payment in accordance with the payment terms set out in the Contract Award Schedule;

**Early Exit Fee:** means the fee payable by you under and in accordance with Clause 11.11;

**Estimated Annual Consumption:** means the annual amount, that has been estimated by us from historical consumption information that you have provided, as the amount of electricity that is likely to be consumed by you at the Premises (which may be shown as an annual total or split or apportioned into periods of another frequency);

**Event of 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 one or more of its obligations under the Contract, provided that a lack of funds or financial distress shall not constitute an Event of Force Majeure;

**FIT Costs:** means, for each MWh of your Supply of Electricity, the total volume of all "FIT Contributions" (as defined in the FIT Order) for that FIT Year, divided by the electricity supply market of Great Britain (as defined in the FIT Order and expressed in MWh) for that FIT Year. Even where the FIT Costs are stated to be "Pass Through" (as referred to in Clause 4.2), the amount of the charges shall never be reduced as a consequence of any saving enjoyed by us in relation to electricity sourced from renewable generation outside the UK;

**FIT Order:** means The Feed-in Tariffs Order 2012;

**FIT Year:** has the meaning given to that expression in the FIT Order;

**Fixed Period:** in respect of any Premises, means the period from the Contract Effective Date to the Fixed Period Expiry Date (during which period the Charges will not be varied other than as set out in Clauses 4, 8.4, 11.8, 11.10 and/or the Contract Award Schedule);

**Fixed Period Expiry Date:** means the date specified as the Intended Expiry Date in the Contract Award Schedule;

**Good Industry Practice:** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

**Green Deal Plan:** means an agreement relating to a property made to make energy efficiency improvements to that property as provided in the Energy Act 2011;

**Grid Code:** means the Grid Code published by the Transmission Company as required by their Transmission Licence;

**Half Hourly Metered Premises:** means those Premises identified as such in the Contract Award Schedule, in relation to which a half hourly Metering System with the Profile Class 00 is installed, and which measures and records electricity usage on a half-hourly basis for the purposes of settlement under the Industry Rules;

**Industry Rule:** means the Act, our Supply Licence, and all the codes and agreements that we or you are obliged to comply with under the Act or our Supply Licence or any other legislation, agreement, licence or code to which you or we should be a party, or which affects our ability to perform our obligations under the Contract;

**Initial Credit:** means any Credit to be provided by you in advance of receipt of the Supply of Electricity as set out in the Contract Award Schedule or as otherwise notified;

**Initial Credit Payment Date:** means the date by which you will provide any Initial Credit, as set out in the Contract Award Schedule or as otherwise notified;

**Insolvency Order 2015:** means the Insolvency (Protection of Essential Supplies) Order 2015, SI 2015 No.989;

**Intended Expiry Date:** means the end date of the Fixed Period and is (in relation to all Premises supplied under the Contract) the date specified as such in the Contract Award Schedule;

**Intended Supply Start Date:** means the date referred to in Clause 2.4;

**Late Payment Fee:** means the fee set out in the Contract Award Schedule charged by us as a result of us being unable to collect a payment by its Due Date, as varied by us by giving you written notice from time to time. If no fee is specified in the Contract Award Schedule then the Late Payment Fee shall be 2% of the due payment plus 0.02% of the due payment for each day thereafter plus £100 per month administration fee;

**Material Adverse Change:** means an event or circumstance which has a material effect on our ability to perform all or part of our obligations under the Contract or materially increases our costs of doing so, or

an event or circumstance which has a material effect on the Supply of Electricity or materially affects us in the context of the Supply of Electricity;

**Maximum Capacity:** means the maximum rate of use of electricity you are allowed to take from the relevant Network Operator's system in respect of the Premises as set out in your Connection Agreement;

**Measurement Class:** has the meaning given to that term in the Balancing and Settlement Code;

**Meter Point Supply Number:** means the unique number attributed to the meter installed on site in accordance with the Retail Energy Code;

**Metering Point Administration Number (MPAN):** means the unique meter point administration number associated with a Supply Point;

**Metering System:** means the metering equipment installed (or to be installed) at the Premises to record the Supply of Electricity that has the meaning given to it in the relevant Industry Rules and which may be a Metering System which measures and records electricity usage on a half-hourly basis or on a non-half hourly basis for the purposes of settlement under the Industry Rules;

**Metering Information:** means all technical information relating to the Supply of Electricity at the Premises as specified in the Contract Award Schedule and which may, without limitation comprise of the Meter Point Supply Number, the Estimated Annual Consumption, the historical demand and/or consumption profile in respect of the Premises, the Maximum Capacity;

**Micro Business Consumer:** has the meaning given to it in the Supply Licence;

**Network Operator:** means the owner(s) or operator(s) of the system of electrical lines (a transmission and / or a distribution system) through which electricity is (or is to be) conveyed and delivered to the Premises;

**Non-Half Hourly Metered Premises:** means those Premises identified in the Contract Award Schedule, in relation to which a non-half hourly Metering System with Profile Classes 01-08 is installed to measure and record electricity usage at one or more Supply Points on a non-half hourly basis or an Advanced Meter or a Smart Meter (but which is not a half hourly Metering System);

**Power Factor Charges:** means any charges levied by the Network Operator as a result of your use of reactive power at the Premises;

**Premises:** means any premises (at which there may be one or more Supply Points) as identified in a Contract Award Schedule, which are to be supplied with electricity under the Contract and which may be either Half Hourly Metered Premises or Non-Half Hourly Metered Premises or both;

**Profile Class (Profile Class ID):** means the two digit numerical code contained within the Supply Number in the format defined in the Retail Energy Code, as further described in the Balancing and Settlement Code, where Profile Class 00 is associated with Half Hourly Metering Systems and Profile Classes 01-08 are associated with Non-Half Hourly Metering Systems;

**Reactive Power Charges:** means any charges by the Network Operator or any other cost increases borne by us as a result of your use of reactive power at the Premises;

**Renewables Obligation:** means in relation to your Supply of Electricity, the Buy Out Price as defined in the Renewables Obligation Order multiplied by our renewables obligation (as such term is defined in the Renewables Obligation Order);

**Renewables Obligation Order:** means the Renewables Obligation Order 2009 and/or the Renewables Obligation (Scotland) Order 2009 (as applicable);

**Renewable Source Electricity:** means during the Supply Period, on average, electricity produced from renewable energy sources as evidenced by a guarantee of origin issued under (or recognised for the purposes of) the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003;

**Renewal Statement:** means a statement sent by us to you which sets out details of the Variable Period, including the Variable Period Rates applicable at the time of the statement and any other information required under our Supply Licence;

**Registered:** means either us, or where the context requires another supplier, being registered, in accordance with the Industry Rules, as the supplier responsible for supplying electricity to the Premises from a particular date and "Register" and "Registration" shall be interpreted on the same basis;

**Retail Energy Code:** means the agreement which we are required to be a party to in accordance with the Supply Licence;

**Rollover Rates:** means the variable rates published as such on Drax's website ([energy.drax.com/rollover-rates](http://energy.drax.com/rollover-rates)), as may be amended at any

time;

**Site Works:** means any physical alterations or works that need to be undertaken at the Premises, whether at the request of you or otherwise, in order for the electricity to be delivered to the Premises or for the installation of, or any part of, a Metering System;

**Smart Meter:** means a Metering System which, either on its own or with an ancillary device, stores measured electricity consumption data for multiple time periods, may provide us with remote access to such data, and meets the specifications required by Industry Rules;

**Standard Profit Margin:** means 10% of the Charges;

**Supply Licence:** means the electricity supply licence granted to us in accordance with section 6 of the Act;

**Supply of Electricity:** means the supply of electricity to You at the Premises up to the Maximum Capacity;

**Supply Point:** means a point of connection between an installation at the Premises and the relevant Network Operator's system through which electricity is conveyed to the Premises;

**Supply Period:** means in relation to each of the Premises, the period specified in Clause 2.4;

**Term:** shall have the meaning assigned to it in Clause 2.2;

**Terms and Conditions:** means these terms and conditions;

**Third Party Costs:** means costs, losses and/or expenses incurred in relation to the Supply of Electricity including but not limited to the Charges identified as such in the Contract Award Schedule;

**Time Pattern Regime:** shall have the meaning given to it in the relevant Industry Rules;

**Transmission Company:** means National Grid Electricity Transmission plc as the holder of the Transmission Licence granted under section 6 of the Act and any successor or assignee thereof;

**Transmission Losses:** means the Transmission Network losses applied by the Transmission Company in respect of the electricity supplied to the Premises in that period;

**Value Added Tax (VAT):** has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it;

**Variable Period:** is the period that the Variable Period Rate applies to;

**Variable Period Rate:** means the rate for the Variable Period as updated from time to time on [energy.drax.com.com/variable-rates](http://energy.drax.com.com/variable-rates);

**Volume Variation Tolerance:** means the permitted (percentage) consumption variation from Estimated Annual Consumption as set out in the Contract Award Schedule;

**Whole Current Metering (WC Metering):** means the Metering System where the full electricity supply is passed through the Metering System itself.

16.2 In the Contract (unless the context otherwise requires):

16.2.1 words expressed in the singular shall include the plural and vice versa; words referring to a particular gender include every gender; and references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership, joint venture, government, state or agency of state;

16.2.2 references to Clauses are to the clauses of these Terms and Conditions;

16.2.3 the words and phrases "other" and "including" shall not limit the generality of any preceding words, or limit any following words to the same class as any preceding words where a wider construction is possible;

16.2.4 references to any statute or statutory provision shall include (i) any subordinate legislation made under it, and (ii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and

16.2.5 references to any document (including the Contract) are references to it as amended or supplemented from time to time in accordance with its terms, and includes any document which amends or supplements it;

16.2.6 references to "working days" shall be referenced to days when the banks in London, England are open for business.