

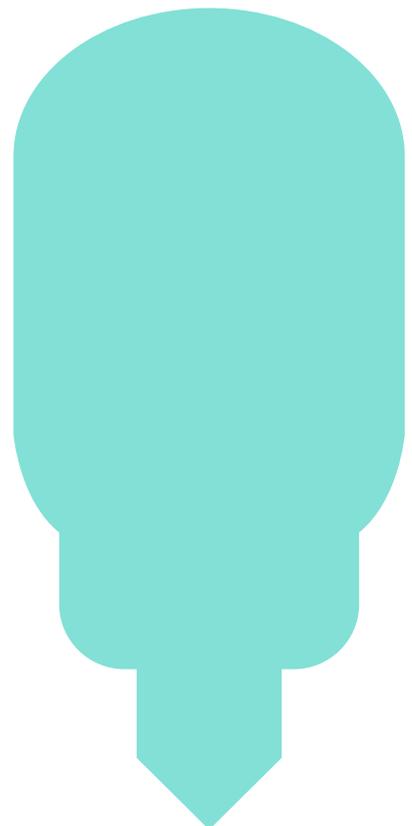


# Industrial & Commercial Terms & Conditions

Supply of electricity to half hourly and non-  
half hourly metered industrial and commercial  
premises

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North Yorkshire, YO8 8PH. Registered in England and Wales No:05893966



**1. The Contract**

- 1.1 The Contract is for the Supply of Electricity by the Supplier to the Customer at each of the Premises.
- 1.2 The Supplier's obligation to commence the Supply of Electricity at each or any Premises is conditional upon:
  - 1.2.1 the Customer having a suitable Metering System installed at 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;
  - 1.2.2 the information required from the Customer in order for the Supplier to supply electricity to the Premises being accurate and provided in a timely manner;
  - 1.2.3 the Supplier being Registered 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;
  - 1.2.4 the results of the credit monitoring procedures undertaken by the Supplier (or its authorised representative) on the Customer being satisfactory to the Supplier;
  - 1.2.5 the Customer paying any Initial Credit set out in the Contract Award Schedule by the Initial Credit Payment Date; and
  - 1.2.6 the Premises being connected to the local Network Operator's system.
- 1.3 The Contract will come into full force and effect from the date the Contract Award Schedule is signed by the later of the Supplier or the Customer (the "**Contract Effective Date**") and will continue until all Supply Points are either disconnected or Registered to another supplier (the "**Term**"), unless terminated earlier in accordance with its terms.
- 1.4 For each Premises:
  - 1.4.1 the Intended Supply Start Date shall be the date identified as such in the Contract Award Schedule;
  - 1.4.2 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 1.2 are satisfied;
  - 1.4.3 the Individual Supply Period shall be the period starting from the Intended Supply Start Date and ending on the Termination Date;
  - 1.4.4 the Customer shall indemnify the Supplier against any costs, losses or expenses incurred by the Supplier as a result of the Actual Supply Start Date occurring later than the Intended Supply Start Date provided such delay is caused through no act or omission of the Supplier.
- 1.5 The Customer represents and warrants to the Supplier on the Contract Effective Date, on each Intended Supply Start Date and each Actual Supply Start Date that:
  - 1.5.1 the Premises are not Domestic Premises or Micro Business Premises and are, or shall be at the Intended Supply Start Date, connected to the local Network Operator's system;
  - 1.5.2 any Supply Contract it may be a party to in respect of the Premises will, by the Intended Supply Start Date, have been properly and validly terminated;
  - 1.5.3 it has not entered into a Supply Contract with another Electricity Supplier in respect of the Premises, which will be in force at any time during a relevant Individual Supply Period; and
  - 1.5.4 none of the Premises have an outstanding Green Deal Plan currently in full force or due to come into effect during their relevant Individual Supply Period.
- 1.6 In relation to each Premises, unless the Supplier has agreed a Supply Start Date in the Contract Award Schedule which falls on or after the sixth (6th) working day after the Contract Effective Date, the Supplier will 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 five (5) working days of the Day after the Contract Effective Date.
- 1.7 In relation to any Premises, the Customer undertakes that it will not enter into a Supply Contract with another Electricity

Supplier in respect of those Premises which will be in force at any time during the relevant Individual Supply Period.

- 1.8 The Supplier may, in relation to a Premises object to, and thereby prevent, the Customer Registering with another Electricity Supplier where:
  - 1.8.1 the Customer enters into a Supply Contract for the relevant Premises which is effective at any time during the Individual Supply Period;
  - 1.8.2 the Customer has failed to pay any invoiced amount which has become due under the Contract, or any other unpaid debts, or any costs, losses or expenses claimed by the Supplier under the Contract;
  - 1.8.3 an Electricity Supplier in error applies to be Registered for the Premises;
  - 1.8.4 Not used; or
  - 1.8.5 Not used.
- 1.9 This Clause 1.9 only applies to distribution-connected Premises. The Supplier is acting on behalf of the Network Operator to make an agreement with the Customer. The agreement is that the Customer and the Network Operator both accept the National Terms of Connection (**NTC**) and agree to keep to its conditions. This will happen from the time the Customer enters into the Contract and it affects the Customer's legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Network Operator delivers electricity to, or accepts electricity from, the Premises. If the Customer wants a copy of the NTC or has any questions about it, it should write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF; 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 <http://www.energynetworks.org.html>.
- 1.10 The Customer acknowledges 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.
- 2. Supply of Electricity**
- 2.1 The Supplier shall provide the Supply of Electricity in respect of each of the Premises from the Actual Supply Start Date until the end of the Term.
- 2.2 The Supplier may de-energise or disconnect the Supply of Electricity to any or all of the Premises at any time where:
  - 2.2.1 the Customer fails to pay any amount due under the Contract;
  - 2.2.2 the Customer is in material breach of the Contract;
  - 2.2.3 the Supplier reasonably believes that the Metering System has been subject to damage or interference and such damage or interference is not as a result of any act or omission of the Supplier;
  - 2.2.4 the Customer exceeds the Maximum Capacity in relation to any of the Premises; or
  - 2.2.5 the Supplier is required to do so under any relevant law or Industry Rule.
- 2.3 If the Supply of Electricity to any Premises is de-energised or disconnected in accordance with Clause 2.2 the Customer shall pay all costs losses and expenses incurred by the Supplier in relation to such disconnection or de-energisation, such costs, losses and expenses shall include, but shall not be limited to:
  - 2.3.1 all reasonable costs, losses and expenses incurred or suffered by the Supplier in de-energising or disconnecting the supply to the Premises;
  - 2.3.2 any associated costs or losses incurred by the Supplier in selling electricity for a lower price than that for which it was originally purchased to enable the Supplier to perform its obligations under the Contract;
  - 2.3.3 the Supplier's Standard Profit Margin;
  - 2.3.4 any costs in subsequently reconnecting the supply to the Premises;
  - 2.3.5 any capacity, availability, administration or other

- similar charges levied on the Supplier by the Network Operator or by any Agent; and
- 2.3.6 the Supplier's reasonable administration costs.
- 2.4 Ownership of and responsibility for the electricity will transfer to the Customer when it reaches the Supply Point and the Customer will be responsible for electrical losses which are incurred on its side of the Supply Point and electrical works from where its connection leaves the Metering System.
- 3. Charges and Payments**
- 3.1 The Customer shall pay the Charges by the Due Date.
- 3.2 Without prejudice to Clauses 3.4, 3.5 and 3.16, where the Contract Award Schedule states that a Third Party Cost:
- 3.2.1 is "Fixed", that Third Party Cost shall neither be increased nor decreased as a result of any change in the cost to the Supplier of that Third Party Cost during the Individual Supply Period (or for the duration set out in the Contract Award Schedule, if provided otherwise); or
- 3.2.2 is "Pass Through", that Third Party Cost may be passed through at a value determined by the Supplier from time to time, and where the cost of that Third Party Cost to the Supplier is increased or decreased, then the Charges may be increased or decreased by the change in such cost from time to time; or
- 3.2.3 is "Subject to Threshold", then the amount of the threshold will be set out in brackets next to such statement. If such Third Party Cost is increased by more than the applicable threshold from the cost prevailing on the Contract Effective Date, then that Third Party Cost may be increased by the whole of the change in such cost. As an example; where the threshold is 5%, the Third Party Cost shall be identified in the Contract Award Schedule as "SUBJECT TO THRESHOLD (5%)". Such threshold may be identified as either a percentage or an amount per unit of electricity (p/kWh).
- 3.3 The Customer will be supplied under the Contract with the Supplier's electricity supply product described in the Contract Award Schedule. In addition, the Contract Award Schedule sets out how the Customer's Third Party Costs will be applied.
- 3.4 Third Party Costs may be charged as individual amounts or may be included in the Charges. Where the actual amount of any change in Third Party Cost is not known, the Supplier's best estimate of any such change may be applied by the Supplier in accordance with either Clause 3.2.2 or 3.2.3 or and the Supplier may reconcile the difference between the amount paid by the Customer and the actual cost when it is known from time to time.
- 3.5 If the methodology used to determine any Third Party Cost is changed from the methodology prevailing 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".
- 3.6 The Supplier may invoice the Customer monthly in arrears unless stated otherwise in the Contract Award Schedule.
- 3.7 Unless stated otherwise in the Contract Award Schedule, payment shall be made by Direct Debit. In the event the Customer pays by an alternative means then the Supplier may increase the Charges to reflect any consequential costs, losses or expenses incurred by the Supplier.
- 3.8 Where the Supplier does not receive or is unable to collect a payment by its Due Date, it may:
- 3.8.1 by written notice to the Customer, vary the Contract in accordance with Clause 8.2.1;
- 3.8.2 charge a Late Payment Fee in line with the Late Payment of Commercial Debts (Interest) Act;
- 3.8.3 assign the collection of any outstanding payment to a debt recovery agent or company;
- 3.8.4 de-energise or disconnect the Supply of Electricity to any or all of the Premises in accordance with Clause 2.2.1;
- 3.8.5 recover from the Customer all costs, losses and expenses incurred or suffered by the Supplier in pursuing the Customer's non-payment of the relevant amount; and/or
- 3.8.6 replace the existing Metering System with an Advanced Meter or a Smart Meter and the Customer shall reimburse the Supplier for any costs, losses or expenses that the Supplier incurs in replacing the Metering System.
- 3.9 Where any amount payable in accordance with the Contract is the subject of a bona fide 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 (7) working Days of the dispute being resolved. The Customer may not deduct or set off any payments to be made under the Contract against any amounts due from the Supplier.
- 3.10 Without prejudice to Clause 3.18, the Charges for the quantity of electricity supplied to the Premises shall be based on the quantities recorded and measured by the Metering System (either estimated by the Supplier or in the case of Half Hourly Metered Premises, actual half hourly meter advances or in the case of Non-Half Hourly Metered Premises, actual meter reads). Where the Supplier requests, the Customer will also provide meter readings.
- 3.11 The Charges have been calculated based on the information (including any consumption information, voltage and full supply number) provided by the Customer in the Customer Consumption Forecast. The Customer warrants that this information is correct to the best of its knowledge.
- 3.12 The Customer shall as soon as practicably possible provide advance notice of an Adjusted Consumption Forecast once it becomes aware that actual consumption at the Premises is likely to vary in amount or pattern from the Current Forecast (including but not limited to changes from installing, connecting or removing generation, electric vehicle charge points or batteries) or once the Supplier has requested the Customer to provide an Adjusted Consumption Forecast. The Supplier may agree that such Adjusted Consumption Forecast shall replace the Current Forecast. In such case the Adjusted Consumption Forecast shall be effective as the revised Current Forecast for the period following the date that such Adjusted Consumption Forecast is agreed by the Supplier.
- 3.13 The Supplier may issue an Adjusted Consumption Forecast where the Customer's actual electricity consumption (as calculated according to meter readings or advances) at the Premises for any particular period of time differs significantly from the Current Forecast in amount or pattern for the equivalent period of time, or the Supplier reasonably considers the Current Forecast to be materially inaccurate. Such Adjusted Consumption Forecast shall be effective as the revised Current Forecast for the period following the date that such Adjusted Consumption Forecast is issued to the Customer.
- 3.14 Where an Adjusted Consumption Forecast estimates a reduced level of energy consumption than that in the Current Forecast, to the extent that electricity has been forward purchased by the Supplier in excess of the Current Forecast, the Customer shall reimburse the Supplier against all costs, losses and expenses incurred by the Supplier as a result, including but not limited to any costs or losses incurred by the Supplier in selling electricity for a lower price than that for which it was originally purchased to reflect the Current Forecast.
- 3.15 Where an Adjusted Consumption Forecast estimates an increased level of energy consumption, or a materially different pattern, compared to that in the Current Forecast, the Supplier shall be entitled to amend the Charges by written notice to reflect any resulting changes in the cost(s) of supply.
- 3.16 The Supplier may compare actual consumption it supplies to the Premises against the Current Forecast. If actual consumption it supplies differs from the Current Forecast by a quantity in excess of or below the Volume Variation Tolerance then the Customer shall indemnify the Supplier for all costs, losses and expenses associated with the difference in consumption, including but not limited to any associated costs or losses incurred by the Supplier in selling electricity for a lower price than that for which it was originally purchased to reflect the Current Forecast and / or any changes to Third Party Costs.

- 3.17 Unless stated otherwise in the Contract Award Schedule, any costs incurred and associated with the appointment of any Agent by the Supplier pursuant to Clause 4.2 are excluded from the Charges and will be passed through to the Customer by means of an increase in the Charges.
- 3.18 Where in relation to any invoice period and to Half Hourly Metered Premises there are insufficient firm and/or accurate meter advances available; or in relation to Non-Half Hourly Metered Premises there are insufficient firm and/or actual meter reads available and/or the Supplier is for any reason unable to process all of the Customer's consumption data relevant to that invoice period, the Supplier may estimate the meter advances or invoice the Customer in relation to part of the Customer's consumption for that invoice period and any adjustment or reconciliation required will be undertaken and reflected in a subsequent invoice.
- 3.19 All Charges and amounts payable by the Customer to the Supplier under the Contract are exclusive of Value Added Tax and Climate Change Levy, which the Customer shall, if applicable, pay at the rate prevailing from time to time.
- 3.20 The Supplier may increase the Charges in order for the Customer to pay an equitable proportion of any costs incurred by the Supplier as a result of any direction that is given under Section 34 or Section 96 of the Act.
- 3.21 Where relevant, the Customer shall send to the Supplier completed Supplier VAT Certificates evidencing qualifying use and/or completed HM Revenue & Customs Climate Change Levy Certificates ( PP11 forms) to be received at least five (5) working Days prior to their application. Where the Customer is entitled to be charged a reduced rate of VAT and/or Climate Change Levy, the Customer will be charged based on the percentage of qualifying use set out in such Supplier VAT Certificates and/or PP11 forms. The Supplier 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 the Customer at least five (5) working Days prior to their application. The Supplier shall not be obligated to backdate the application of PP11 forms submitted late and accepts no liability for late receipt of such PP11 forms.
- 3.22 If the Contract Award Schedule specifies "Renewable Electricity"; the electricity supplied at the Premises shall be Renewable Source Electricity and the Supplier shall be entitled to charge the Customer the Renewable Premium set out in the Contract Award Schedule.
- 3.23 Where the Supplier identifies that a Premises is a Micro Business Premises and the Supplier realises that 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 the Contract), then the Supplier will not issue an invoice for an increased amount for a period more than 12 months in the past, unless the Supplier has an exemption in the Supply Licence.
- 3.24 If you have engaged a broker (or other introducer or agent) in the negotiation of the Contract we may pay the broker (or other introducer or agent) commission and that commission shall form part of the Charges.
- 4. Metering System**
- 4.1 The quantity of electricity supplied to a Premises will be measured by the Metering System installed at that Premises.
- 4.2 Where the Customer has not appointed its own Agent(s) in accordance with Clause 4.8, the Supplier may appoint the relevant Agent, including for the avoidance of doubt any Agent (where required, in accordance with the requirements of 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 and maintained and read in accordance with the requirements of the BSC and with Good Industry Practice, however the Supplier shall be under no obligation to appoint an Agent or to install an appropriate Metering System at the Premises.
- 4.3 The Customer shall ensure that in relation to each Premises, each Metering System is fit for purpose and for the duration of the relevant Term and is kept in proper order for registering the quantity of electricity supplied to each Supply Point. The Customer hereby agrees that the Metering System need not be Certified.
- 4.4 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.
- 4.5 Any changes made by anyone other than the appointed Agent are tampering.
- 4.5 The Customer shall:
- 4.5.1 ensure the Metering System is at all times protected from the risk of damage and is clearly accessible by the Supplier or any relevant Agent, so that it can be inspected, maintained and read in a safe and secure manner;
- 4.5.2 provide such information about the Metering System as may be reasonably requested from time to time by the Supplier.
- 4.5.3 nominate and provide contact details of an authorised person who may be contacted by the Supplier for the purpose of arranging access to the Premises to maintain, inspect, replace and read the Metering System;
- 4.6 If either Party disputes the accuracy of the Metering System, the Supplier will investigate and provide a report. If this does not resolve the dispute to both Parties' satisfaction then the Supplier shall arrange for the Metering System to be inspected and tested. If the Supplier has requested the inspection, then it will pay for the inspection unless the Customer has damaged, tampered, or interfered with the metering. If the Customer has requested the inspection, then it will pay for it in advance and where the Metering System is found to be:
- 4.6.1 operating outside of the tolerance as defined by the relevant Industry Rule code of practice applying to the Metering System the Supplier will refund all the costs the Customer paid for the inspection and test; and
- 4.6.2 working within the tolerance as defined by the relevant Industry Rule code of practice applying to the Metering System all costs arising from or associated with the inspection and test shall be paid by the Customer.
- 4.7 The Customer shall notify the Supplier, as soon as is reasonably practicable after becoming aware of any queries or disputes regarding the Metering System or the operation of the Metering System.
- 4.8 The Customer may in respect of any Premises, and with the prior approval of the Supplier, appoint and enter into appropriate arrangements to procure the services of an Agent.
- 4.9 Where the Customer appoints an Agent in accordance with Clause 4.8, it shall:
- 4.9.1 procure that the appointed Agent provides the Supplier with all information required, and in the form required, by the Supplier (or its authorised representative) in order to fulfil its 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;
- 4.9.2 enter into, and procure that the appointed Agent enters into, any additional agreements that the Supplier may reasonably require;
- 4.9.3 pay for and indemnify the Supplier for any loss or damage, or additional cost incurred or suffered by the Supplier or its Agents 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
- 4.9.4 give the Supplier at least 28 Days' notice of and obtain the Supplier's consent to any proposed change of the Metering System installed at the Premises or of any Agent appointed by him.
- 4.10 Where the Customer does procure the services of an Agent in accordance with Clause 4.8, if at anytime during the Term the Customer's relationship with that Agent either expires or terminates or if the Customer does not procure that the Agent complies with Clause 4.9.1, the Supplier may appoint such Agent in accordance with Clause 4.2, and the Customer shall indemnify the Supplier for any loss or damage or additional cost incurred or suffered by the Supplier as a result of the Supplier contracting with and registering the replacement Agent.
- 4.11 In relation to each Metering System:

- 4.11.1 the Supplier may change the metering and timeswitch arrangements (including the Time Pattern Regime) setup at the Supply Point, provided that any pre-existing arrangements for night units are preserved;
- 4.11.2 the Supplier may vary the Charges depending on whether the Metering System is configured as Current Transformer Metering or Whole Current Metering;
- 4.11.3 if, for any period of 9 months during the relevant Term, the Supplier has not been able to take an actual meter reading and/or has not received a Customer meter reading, the Supplier may replace the existing Metering System with an Advanced Meter or a Smart Meter and the Customer will indemnify the Supplier any costs, losses or expenses incurred by the Supplier in replacing the Metering System;
- 4.11.4 where the Metering System does not include an Advanced Meter or a Smart Meter the Supplier may;
- i. if the Customer or the Customer's Agent is responsible for providing the Metering System, at any time during the Term give the Customer notice that the Metering System needs to be replaced with an Advanced Meter or a Smart Meter and the Customer shall replace the Metering System as soon as reasonably practicable; or
  - ii. if the Supplier or the Supplier's Agent is responsible for providing the Metering System, on at least seven (7) Days' notice to the Customer during the Term replace the Metering System with an Advanced Meter or a Smart Meter.
- 4.11.5 where the Metering System includes an Advanced Meter or a Smart Meter and the Advanced Meter or Smart Meter is provided by the Customer or the Customer's Agent:
- i. the Customer will pay, the Supplier's 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. the Supplier may require the Customer to reimburse in full the costs the Supplier incurs in meeting the Customer's or the Customer's 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).
- 4.11.6 it is the Customer's responsibility to inform the Supplier if an Advanced Meter or Smart Meter is already installed at the Premises prior to the Supply Start Date and if so, the Supplier may vary the Charges to reflect any increased cost to the Supplier.
- 4.12 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 the Supplier is mandated under the BSC), the Supplier 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.
- 4.13 If a Metering System has to be changed, modified or reconfigured either before the Intended Supply Date or the Actual Supply Date or later because the Metering System cannot, in the Supplier's reasonable opinion, provide the data needed to apply the Charges, the Supplier may change, modify or reconfigure the Metering System at any time, and the Customer shall pay for and reimburse the Supplier for any loss or damage, or additional cost incurred or suffered by the Supplier or its Agents.
- 5. Access to the Premises**
- 5.1 The Customer shall allow the Supplier, its authorised 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, the communications system, meter installation, meter reading and de-energisation, disconnection or reconnection of the supply to the Premises.
- 5.2 Where practicable to do so, a person requiring access to the Premises will endeavour to give advance notice to the Customer of such required access.
- 6. Change of Occupier**
- 6.1 The Customer shall give the Supplier notice as soon as possible of any change of details in respect of any Premises, including without limitation, change of ownership and change of use.
- 6.2 Without prejudice to Clause 6.1, the Customer shall give the Supplier at least 30 working Days' advance notice of the date it will cease to occupy any or all of the Premises.
- 6.3 Where the Customer gives notice in accordance with Clause 6.2 it shall, at the same time or as soon as possible, provide the Supplier with:
- 6.3.1 details of the new owner or occupier of the relevant Premises but always subject to any confidentiality provisions which may otherwise be applicable; and
  - 6.3.2 a forwarding address and other contact details, including email address and telephone number; and
  - 6.3.3 if requested, evidence that the Customer has legally ceased responsibility for the supply of electricity to the Premises.
- 6.4 Without prejudice to the provisions of Clause 6.6, where the Customer ceases to occupy the Premises and does not give notice in accordance with Clause 6.2, it shall remain liable for all charges relating to the Supply of Electricity to those Premises until the first of the following:
- 6.4.1 the date the Supplier has established that another party became responsible for the supply of energy;
  - 6.4.2 the date that the Contract is terminated in accordance with Clause 10.1; or
  - 6.4.3 the date that the supply of electricity to the Premises is de-energised or disconnected in accordance with Clause 6.5.
- 6.5 Whether the Customer gives notice in accordance with Clause 6.2 or not, the Supplier may terminate the Contract in relation to the relevant Premises only in accordance with Clause 10.1 and/or de-energise or disconnect the supply of electricity to the Premises from, or any time after, the date the Customer has ceased to occupy them and the provisions of Clause 2.3 shall apply.
- 6.6 Not used.
- 6.7 The Customer may by written notice and with the consent of the Supplier add additional Premises to the Contract. Such consent not to be unreasonably withheld or delayed by the Supplier. On providing such written notice, the Customer shall also send the Supplier an Adjusted Consumption Forecast and, where the Contract includes Supplementary Terms, the provisions of the Changes in Consumption Paragraph of the Supplemental Terms shall apply. The Supplier, on providing its consent shall send the Customer an updated Contract Award Schedule reflecting the additional Premises and the charges that shall apply.
- 6.8 If the Customer does not provide advance notice in accordance with Clause 6.2, then the Customer will on demand pay to the Supplier any costs, losses or charges the Supplier incurs as a result, including but not limited to costs, losses or charges in relation to the electricity consumed between the notice date and the date the change of occupier occurred.
- 7. Credit**
- 7.1 The Customer shall provide the Supplier with any Initial Credit set out in the Contract Award Schedule by the Initial Credit Payment Date.
- 7.2 Where, at any time during the Term, the Supplier determines that:
- 7.2.1 pursuant to its ongoing credit monitoring procedures, the Customer's credit worthiness at that time is worse than the Customer's credit worthiness at either the Contract Effective Date or an Intended Supply Start Date; and/or
  - 7.2.2 the wholesale electricity prices for electricity to be delivered during the remaining Individual Supply Period that exist at that time are materially less than the wholesale electricity prices for electricity to be

delivered during the remaining Individual Supply Period that existed on the Contract Effective Date or where the Contract includes Supplementary Terms, a date when prices of Electricity Tranches relating to electricity to be delivered during the remaining Individual Supply Period were Fixed ("Electricity Tranches" and "Fixed" as defined in the Supplementary Terms)

then, the Supplier may require the Customer to provide Credit (or additional Credit) in such amount as the Supplier reasonably determines within the timeframe required by the Supplier.

## 8. Variation

8.1 The Parties may at any time agree in writing to vary the Contract.

8.2 The Supplier may unilaterally vary:

8.2.1 the Charges, method of payment or other payment terms of the Contract where the Customer fails to pay an amount due in accordance with the Contract within 7 days of a request from the Supplier to do so; and/or

8.2.2 any term of the Contract where a change to industry wide practice, or in the requirements, or in the interpretation of the requirements, of any Competent Authority, including any changes to, or introduction of, any Industry Rule, law or 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 being fixed) has occurred; and/or

8.2.3 any term of the Contract where the Customer is or becomes a Market Participant at any time during the Term; and/or

8.2.4 any term of the Contract, if the Customer is either at the Contract Effective Date entitled to, or at any time during the Term becomes entitled to either compensation or exemption from any tax, levy or similar as a result of the Energy Intensive Industries Compensation Scheme or any other legislative or industry code changes, The Customer hereby acknowledges that the Supplier has agreed the Charges set out herein on the assumption that no such compensation or exemption is applicable on the Contract Effective Date or throughout the Term.

8.2.5 any term of the Contract where some or all of the Premises are Non-Half Hourly Metered Premises and:

i. the Supplier needs to change the Metering Equipment at one or more of the Non-Half Hourly Metered Premises to an Advanced Meter or Smart Meter or any other Metering System for the purposes of compliance with its legal obligations to supply through an Advanced Meter or Smart Meter or any other Metering System;

ii. the Customer has failed on at least two consecutive occasions to provide the Supplier or its Agent with access to the Metering System;

iii. the Customer has failed to provide a meter reading within a reasonable period of being requested to do so;

iv. the Supplier is required to fit a Half Hourly Metering System, or to use Half Hourly consumption data for settlements, to comply with Industry Rules.

8.3 Where the Contract is varied in accordance with Clause 8.2, the Supplier shall give written notice of the variation to the Customer, such variation shall take effect from the date given in such notice or where no such date is specified, the date of the notice.

## 9. Limitation of Liability

9.1 Neither Party will be liable to the other for any losses incurred due to circumstances outside of either Party's control, including without limitation any Force Majeure event.

9.2 The Supplier shall not be liable to the Customer for:

9.2.1 any loss of profit or anticipated profit, loss of revenue, damage to reputation, loss of use, loss of goodwill,

loss of contract;

9.2.2 any special indirect or consequential loss;

9.2.3 any loss resulting from the liability of the Customer to any other person howsoever arising; or

9.2.4 any loss or damage arising from any interruption in or to the supply of electricity.

9.3 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 its negligence.

9.4 The Supplier is not responsible or liable for the maintenance of the connection between the relevant Network Operator's system and the Metering System and the Customer hereby acknowledges that any variation in voltage or interruptions in the Supply of Electricity is the Network Operator's responsibility under the terms of the Customer's Connection Agreement.

9.5 Without prejudice to Clause 9.3, in any event of liability of the Supplier to the Customer, if not excluded under this Clause 9, such liability shall be limited to the lesser of one million pounds (£1,000,000) or an amount equal to six times the average monthly Charges in respect of each incident or series of related incidents or in respect of all incidents in any calendar year.

9.6 The Supplier may deduct from any payment due to the Customer under this Clause 9, 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.

9.7 No provision of the Contract affects the statutory rights of either Party.

## 10. Termination

10.1 The Supplier may, in relation to any Premises that the Customer ceases to occupy, terminate the Contract with immediate effect at any time following the date the Customer ceases to occupy such Premises.

10.2 The Contract will, in relation to all Premises, terminate with immediate effect from the date the Supplier ceases to hold a Supply Licence or if a Last Resort Supply Direction (as defined in the Supply Licence) is given is given to an electricity supplier other than the Supplier in respect of the Premises.

10.3 The Supplier 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:

10.3.1 the Customer fails to pay any amount due under the Contract;

10.3.2 the Customer is in breach of any warranty given under the Contract;

10.3.3 the Customer is in material breach of the Contract;

10.3.4 the Customer is in material breach of the Connection Agreement;

10.3.5 the Customer is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

10.3.6 the Customer presents, or has presented, a petition for a winding up order;

10.3.7 the Customer has appointed or notifies that it intends to appoint an administrative receiver, or receiver over all or any part of its business;

10.3.8 there is a change in relevant law which prohibits or prevents the Supplier from providing a Supply of Electricity;

10.3.9 the Customer has not provided all Initial Credit by the Initial Credit Payment Date or Credit in the amount required by the Supplier in accordance with Clause 7;

10.3.10 the Actual Supply Start Date for that Premises is later than the Intended Supply Start Date for such Premises through no act or omission of the Supplier;

10.3.11 the Customer is in breach of Clause 14.19;

10.3.12 the Customer has taken out or attempted to take out

- a Green Deal Plan in relation to any of the Premises;
- 10.3.13 the Customer fails to provide an Adjusted Consumption Forecast at the request of the Supplier (in accordance with Clause 3.12) within 14 Days of a request from the Supplier to do so;
- 10.3.14 the actual consumption differs from the Current Forecast by a quantity in excess of or below 150 per cent. (150%) of the Volume Variation Tolerance;
- 10.3.15 the Customer ceases to consume electricity at one or more Premises and this change is not reflected in an Adjusted Consumption Forecast within seven (7) Days of the Customer ceasing to consume electricity at one or more Premises;
- 10.3.16 the Customer changes the method of payment without the prior written consent of the Supplier;
- 10.3.17 a Material Adverse Change has occurred and continues for an interrupted period of 30 Days or more and the Supplier notifies the Customer in accordance with Clause 14.4;
- 10.3.18 the Customer fails to notify the Supplier in accordance with Clause 14.20 that Customer's status as a Market Participant has changed;
- 10.3.19 the Customer fails in accordance with Clause 14.21 to publish any Inside Information before disclosing such information to the Supplier, or
- 10.3.20 in accordance with Clause 13.2.
- 10.4 In the event that the Customer continues to consume electricity at any Premises after the Termination Date, until such time as the Customer enters into an agreement for the Supply of Electricity with either the Supplier or another Electricity Supplier (and such Electricity Supplier is successfully Registered as the supplier to the relevant Supply Points), any electricity consumed after the Termination Date shall be charged at the Supplier's Out of Contract Rate. In all other respects, the Terms and Conditions of the Contract shall continue to apply, with the exception of any Supplementary Terms and that references to Charges shall be replaced with Out of Contract Rates.
- 10.5 Where, in respect of any Premises, the Contract is terminated under Clause 10.3.2 to 10.3.7, or 10.3.11, or 10.3.18 to 10.3.20, or the Contract is terminated by virtue of the Insolvency Order 2015, the Customer shall fully indemnify the Supplier in respect of any costs, losses, expenses or charges incurred by the Supplier due to the early termination of the Contract and any other costs incurred in continuing the supply until such time as the Supplier is no longer Registered in respect of the Premises or the Customer and the Supplier entering into a further contract for the Supply of Electricity. Without limitation, such costs may include the costs incurred in selling electricity for a lower price than that for which it was originally purchased to enable the Supplier to perform its obligations under the Contract in respect of the Premises, the Supplier's Standard Profit Margin on the electricity that the Supplier would otherwise have reasonably expected to have supplied to the Premises, and the Supplier's reasonable administration costs incurred in terminating the Contract in respect of the Premises.
- 10.6 If the Customers agrees the Contract through a broker that either Party has entered into a separate agreement with, this Contract will continue irrespective of whether any separate agreement is terminated.
- 11. Confidentiality**
- 11.1 The Contract is confidential between the Parties and shall not be disclosed by either Party to any third party without the prior written consent of the other except where and to the extent that such disclosure is reasonably required in connection with applications and reports to Competent Authorities, for legal and/or regulatory purposes, the borrowing of funds, to banks or financial institutions or their respective affiliates during its normal course of business, obtaining of insurance or bona fide sale or assignment of any interest in the Contract permitted hereunder.
- 11.2 Subject to Clause 11.4, all technical and commercial information supplied by either Party to the other in connection with the Contract shall remain the property of the furnishing Party, shall be kept confidential and shall not, unless for the reasons set out in Clause 11.1 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.
- 11.3 Notwithstanding any other provision of the Contract the provisions of this Clause 11 shall continue to bind a Party for a period of 5 years after its cessation as a Party for whatever reason.
- 11.4 Any information, provided by the Customer under the Contract, may be used by the Supplier and its authorised representatives to:
- 11.4.1 prevent and detect fraud, criminal activity or loss;
- 11.4.2 verify the accuracy of other information provided for contractual reasons;
- 11.4.3 enable the Supplier to inform the Customer of other services the Supplier is able to provide; and
- 11.4.4 assess the credit rating or creditworthiness of the Customer.
- 11.5 The Customer consents to their previous suppliers providing relevant information on the Metering System to the Supplier if required by the Supplier.
- 12. Indemnities**
- 12.1 The Customer shall pay the Supplier, and keep the Supplier fully and effectually indemnified against:
- 12.1.1 any costs, losses or charges suffered or incurred by the Supplier as a result of the Customer exceeding the Maximum Capacity at any of the Premises, including without limitation costs, losses or charges incurred in respect of taking action to de-energise, disconnect, or reconnect, the Supply of Electricity to such Premises;
- 12.1.2 any costs, losses of any nature and charges suffered or incurred by the Supplier as a result of the Customer's failure to comply with Clause 4 or Clause 5.1, including, without limitation, costs arising from the repair or replacement of the Metering System; and
- 12.1.3 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 the Supplier) which may be charged, levied or imposed on the Supplier in respect of goods or services provided by it under the Contract, including, but without limitation, any Climate Change Levy, Fossil Fuel Levy, Capacity Market Charges (other than Capacity Market Settlement Costs), CCS Supply Levy under section 4 of the Energy Act 2010, or other environmental tax.
- 13. Modern Slavery**
- 13.1 The Customer 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.
- 13.2 The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a breach or (in the Supplier's reasonable opinion) a suspected breach of this Clause 13 (and the provisions of Clause 10.5 shall apply).
- 14. Miscellaneous**
- 14.1 The Supplier may assign, novate or otherwise transfer part or all of the benefit of the Contract without the prior written consent of the Customer. The Customer shall not assign, novate or otherwise transfer the benefit or burden of the Contract without the written consent of the Supplier, such consent not to be unreasonably withheld.
- 14.2 On the occurrence of an Event of Force Majeure the Contract shall remain in effect but (save as otherwise provided) both Parties' affected obligations (excluding payment obligations) shall be suspended without liability for the period of the Force Majeure provided that:
- 14.2.1 such suspension is of no greater scope or duration than is reasonably avoidable;
- 14.2.2 the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- 14.2.3 no obligations accruing before the Force Majeure are excused.
- 14.3 If an Event of Force Majeure continues for an uninterrupted

- period of 30 Days or more then the Supplier may on 30 Days' written notice immediately terminate the Contract.
- 14.4 If a Material Adverse Change occurs and continues for an uninterrupted period of 30 Days or more then the Supplier may on 7 Days' written notice immediately terminate the Contract.
- 14.5 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 eight weeks of the disputing Party raising the dispute, the Supplier may refer the dispute to an arbitrator. The identity of the arbitrator shall be agreed by the Parties. Failing agreement upon such person, the arbitration shall be conducted by a person appointed by the Chartered Institute of Arbitrators on the application of either Party. The Laws of England shall govern the procedure of any arbitration.
- 14.6 The Contract shall in all respects be governed by and interpreted in accordance with the Laws of England. Each Party irrevocably agrees 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).
- 14.7 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 acknowledges and confirms that it does not enter into the Contract in reliance upon any representation or warranty or other undertaking not fully reflected in the Contract.
- 14.8 The Parties agree that should any provision of the Contract be declared invalid or unenforceable by any Competent Authority:
- 14.8.1 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
- 14.8.2 any such declaration shall not prejudice or affect any other provision of the Contract which shall continue in full force and effect.
- 14.9 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 the Contract and without prejudice to the generality of the foregoing, the provisions of Clauses 3, 9, 11 and 12 shall survive the expiry or termination of the Contract howsoever caused, and shall continue thereafter in full force and effect.
- 14.10 The Supplier may at any time, without notice to the Customer, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Supplier of its rights under this Clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 14.11 Any failure or delay by the Supplier in enforcing any of its rights under the Contract shall not be treated as a waiver of those rights, unless the Supplier expressly waives such rights by giving written notice.
- 14.12 All notices and other communications required to be sent under the Contract shall be sent by hand, first class pre-paid post, or email to the addresses specified in the Contract Award Schedule (or to such other address as that Party may notify in writing from time to time in accordance with this Clause). Notices by email will only be validly made if a copy is sent by post in accordance with this Clause within 24 hours. Communications in accordance with this Clause will be deemed to be received within 3 Days of posting of a notice or sending of a notice by electronic mail, (as applicable).
- 14.13 Where the Customer changes its email address, telephone number or postal address then it is responsible for notifying the Supplier of this change to its notice details. The Customer remains bound by any notices given under this Contract regardless of whether it still uses or monitor the notice methods that it has given the Supplier.
- 14.14 The Customer undertakes to comply with the Supplier's requests in relation to the supply of electricity provided under the Contract at no cost to the Supplier where such requests are necessary for the Supplier's compliance with the Grid Code, the Distribution Code or any other relevant code which the Supplier has to comply with as the holder of a Supply Licence.
- 14.15 The Customer warrants that at the Contract Effective Date it has, and undertakes throughout the term of the Contract that it 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.
- 14.16 All intellectual property relating to the subject matter of the Contract conceived, originated, devised, deployed, developed or created by the Parties and its respective employees, agents, consultants or sub-contractors during the Contract shall vest in the Supplier as sole beneficial owner, save where the Parties agree otherwise in writing.
- 14.17 The Supplier may record any telephone communication with it.
- 14.18 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.
- 14.19 The Parties shall:
- 14.19.1 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;
- 14.19.2 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.
- 14.20 The Customer warrants to the Supplier both at the Contract Effective Date and on an ongoing basis throughout the Term that it is not a Market Participant. In the event the Customer's status as a Market Participant under REMIT changes then the Customer shall forthwith notify the Supplier in writing.
- 14.21 In the event that the Customer is or becomes a Market Participant at any time during the Term, the Customer shall comply with the provisions of REMIT and any information that could constitute Inside Information shall be made public by the Customer before it is disclosed to the Supplier. Should the Customer breach the provisions of this Clause 14.21 it shall forthwith notify the Supplier, the Customer shall provide the Supplier with such information concerning the breach as may be requested by the Supplier and the Customer shall fully indemnify the Supplier in respect of any costs, losses, expenses or charges incurred by the Supplier as a result of such breach.
- 14.22 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.
- 14.23 The Customer agrees to notify the Supplier in advance if it is in or plans to enter into an arrangement with a third party to change its consumption in order to provide any balancing or ancillary services to any industry parties.
- 14.24 The Supplier has collected the Customer's personal data for the purpose of entering into the Contract with the Customer and the Customer can find the details of how the Supplier will process the Customer's data and who the Supplier will share it with in our privacy notice, which is available on our website.
- 14.25 The Supplier will always respect and protect the Customer's personal data. Providing the Customer does not opt out, the Supplier will only contact the Customer via post, email, text and telephone and only regarding other products the Supplier offers. To opt out of marketing, the Customer can contact the Supplier to amend their preferences.
- 15. Definitions and Interpretation**
- 15.1 Unless otherwise specified, words and expressions used in the Contract shall bear the meaning as ascribed to them in this Clause 15:
- Act:** means the Electricity Act 1989 and any legislation made under the Act;
- Actual Supply Start Date:** means the date referred to in Clause 1.4.2;
- Adjusted Consumption Forecast:** means the adjusted best estimate of the Customer's future consumption of electricity that it will take from the Supplier at the Premises, issued pursuant to Clause 3.12 or 3.13, stated in kWh in a month-by-month format; 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 is able to provide remote access to such data by the Supplier;

**Agent:** means any person accredited as a Supplier Agent as further defined in the Balancing and Settlement Code; Balancing and Settlement Code (BSC): means the document of that name (a) required to be in force by the Transmission Company in accordance with a condition of its transmission licence and (b) which the Supplier is required to be a party to in accordance with the Supply Licence;

**Balancing and Settlement Code (BSC):** means the document of that name (a) required to be in force by the Transmission Company in accordance with a condition of its transmission licence and (b) which the Supplier is required to be a party to in accordance with the Supply Licence;

**Capacity Market Charges:** means any charges levied at the rates from time to time imposed in respect of the capacity market introduced under 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); Certified: means the certification of Metering System in accordance with Schedule 7 of the Act;

**Certified:** means the certification of 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 thereunder (including all charges and levies under the Contracts for Difference (Supplier Obligation) Regulations 2014);

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

**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 thereunder or in connection with such charge;

**Competent Authority:** means any regional, national or supra-national 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 the Customer pursuant to which the Premises are connected (through one or more Supply Point) 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, the Contract Award Schedule and any Supplementary Terms as the same may be amended from time to time in accordance with Clause 8;

**Contract Award Schedule:** means either (i) where the Customer's Premises comprise either Half Hourly Metered Premises only or Non-Half Hourly Metered Premises only, the schedule of that name which is signed by the Parties and forms part of the Contract; or (ii) where the Customer's Premises comprise a combination of Half Hourly Metered Premises and Non-Half Hourly Metered Premises, the separate schedules of that name, one relating to Half Hourly Metered Premises and one relating to Non-Half Hourly Metered Premises, which are signed by the Parties and form part of the Contract;

**Contract Effective Date:** shall have the meaning assigned to it in Clause 1.3;

**Credit:** means cash, bonds or letters of credit as specified by the Supplier and deemed appropriate by the Supplier to cover, or provide assurance for covering, the financial obligations of the Customer under the Contract;

**Current Forecast:** means the latest of the Customer Consumption Forecast, an Adjusted Consumption Forecast agreed with the Supplier in accordance with Clause 3.12 (if any) or an Adjusted Consumption Forecast issued by the Supplier in accordance with Clause 3.13 (if any);

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

**Customer:** means the Party identified as such in the Contract Award

Schedule;

**Customer Consumption Forecast:** means the Customer's best estimated consumption of electricity that it will take from the Supplier at the Premises during the Term, stated in kWh in a month-by-month format (and, where the Customer does not provide it in such format, the Supplier will translate it into such format), the information comprising the Customer Consumption Forecast shall be determined by the Supplier in its absolute discretion;

**Day:** means except in relation to the "Day Rates" set out in the Contract Award Schedule, a period of 24 hours (or such other number of hours as may be relevant in the case of changes for daylight saving) ending at midnight; Direct Debit: means the collection of monies from the Customer's bank account through the Direct Debit payment scheme;

**Direct Debit:** means the collection of monies from the Customer's bank account through the Direct Debit payment scheme;

**Distribution Code:** means the Distribution Code published by the licensed electricity distributors under their licenses;

**Distribution Losses:** means, in respect of each half-hourly settlement period, the Distribution Network losses applied by the Distribution 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 the date by which an invoice submitted to the Customer is required to be paid as set out in the Contract Award Schedule;

**Electricity Supplier:** means any person other than the Supplier authorised to supply electricity in accordance with section 6 of the Act;

**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 lack of funds or financial distress shall not constitute an Event of Force Majeure;

**FIT Costs:** means, for each MWh of the Customer's Supply of Electricity during each and any FIT Year, 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 3.2), the amount of the charges shall never be reduced as a consequence of any saving enjoyed by the Supplier 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;

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 is installed to measure and record electricity usage at one or more Supply Points;

**Half Hourly Metering System:** means Metering System with the Profile Class 00 which measures and records electricity usage on a half hourly basis;

**Individual Supply Period:** means in relation to each Premises, the period referred to in Clause 1.4;

**Industry Rule:** means the Act, the Supply Licence, the Balancing and Settlement Code, the Grid Code, the Distribution Connection and Use of System Agreement, the Distribution Code, the Retail Energy Code, and the Connection and Use of System Code, and any other legislation, agreement, licence or code to which the Supplier or the Customer is subject to or should be a party to, or which affects its ability to perform its obligations under the Contract;

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

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

**Inside Information:** has the meaning given to that term in Article 2 of REMIT;

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

**Intended Supply Start Date:** means the date referred to in Clause 1.4;

**Intended Expiry Date:** means the date established as such in the Contract Award Schedule;

**kVA:** means kilovolt amperes;

**kWh:** means kilowatt-hours;

**Late Payment Fee:** means the fee set out in the Contract Award Schedule charged by the Supplier if the Supplier does not receive or is unable to collect a payment by its Due Date;

**Market Participant:** has the meaning given to that term in Article 2 of REMIT;

**Material Adverse Change:** means an event or circumstance which has a material effect on the ability of the Supplier to perform all or part of its obligations under the Contract or materially increases the costs to the Supplier of doing so, or an event or circumstance which has a material effect on the Supply of Electricity or materially affects the Supplier in the context of the Supply of Electricity;

**Maximum Capacity:** means the maximum amount of electricity, expressed in kW or kVA, the Customer is allowed to take from the relevant Network Operator's system in respect of the Premises as set out in the Customer's Connection Agreement;

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

**Metered Usage:** means the amount of electricity consumed at the Premises as measured in accordance with the Metering System;

**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 Customer Consumption Forecast, the historical demand and/or consumption profile in respect of the Premises, the Maximum Capacity;

**Metering System:** has the meaning given to that term in the Balancing and Settlement Code and which may be a Half Hourly Metering System or a Non-Half Hourly Metering System;

**Meter Point Supply Number:** means the unique number attributed to the Metering System in accordance with the Retail Energy Code;

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

**Micro Business Premises:** means premises at which a supply is taken by a 'Micro Business Consumer', as defined in Standard Condition 7A.14 of the Electricity Supply Licence granted or treated as granted under section 6(1)(d) of the Act;

**Month:** means calendar month;

**Network Operator:** means the owner or operator of a system of electrical lines (a transmission network and/or 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 as such in the Contract Award Schedule, in relation to which a Non-Half Hourly Metering System is installed to measure and record electricity usage at one or more Supply Points;

**Non-Half Hourly Metering System:** means Metering System with Profile Classes 01-08 which measures and records electricity usage on a non-half hourly basis or an Advanced Meter or a Smart Meter but which is not a Half Hourly Metering System;

**Out of Contract Rate:** means the rate published as such on the Supplier's website (<https://energy.drax.com/support/deemed-rates/>), as may be amended from time to time;

**Party:** means each party to the Contract, namely the Supplier and the Customer;

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

**Premises:** means the premises (at which there may be one or more Supply Point) as included in the 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 a MPAN 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 Charge:** means any charges levied by the Network Operator or any other cost increases borne by the Supplier as a result of the Customer's use of reactive power at the Premises;

**Registered:** means either the Supplier, or where the context requires an Electricity Supplier, being registered, in accordance with Industry Rules, as the supplier responsible for supplying electricity to the Supply Points, and Registering shall be construed accordingly;

**Registering** shall be construed accordingly;

**REMIT:** means Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency as implemented into UK legislation by The Electricity and Gas (Market Integrity and Transparency) (Enforcement etc) Regulations 2013;

**Renewables Obligation:** means in relation to the Customer's Supply of Electricity, the Buy Out Price as defined in the Renewables Obligation Order multiplied by the Supplier's 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 over the Individual Supply Period of the Contract, 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; REMIT: means Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency as implemented into UK legislation by The Electricity and Gas (Market Integrity and Transparency) (Enforcement etc) Regulations 2003;

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

**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 the Supplier with remote access to such data, and meets the specifications required by Industry Rules;

**Standard Profit Margin:** means 2.5% of the Charges;

**Supplementary Terms:** means the additional terms that are supplementary to the Terms and Conditions which form part of the Contract;

**Supplier:** means Drax Energy Solutions Limited whose registered office is Drax Power Station, Selby, North Yorkshire YOP 8PH and registered number is 05893966;

**Supply Contract:** means a contract for the supply of electricity in respect of the Premises between the Customer and an Electricity Supplier;

**Supply Licence:** means the Electricity Supply Licence granted to the Supplier in accordance with section 6 of the Act;

**Supply of Electricity:** means the supply of electricity to the Customer 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;

**Term:** shall have the meaning assigned to it in Clause 1.3;

**Termination Date:** means, in relation to a Premises, the Intended Expiry Date or the date from which the Contract is terminated in respect of those Premises in accordance with any provision of Clause 10;

**Terms and Conditions:** means these Terms and Conditions for the Supply of Electricity to Half Hourly and Non-Half Hourly metered industrial and commercial Premises;

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

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

**Use of System Agreement:** means the Distribution Connection and Use of System Agreement required to be in force by the licensed electricity distributors in accordance with their licences;

**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; and

**Volume Variation Tolerance:** means the permitted (percentage) consumption variation from the Current Forecast, 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.

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

- 15.2.1 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;
- 15.2.2 references to Clauses are to the clauses of these Terms and Conditions;
- 15.2.3 the headings are inserted for convenience only and shall not affect interpretation;
- 15.2.4 the words and phrases "other", "including" and "in particular" 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;
- 15.2.5 references to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification);
- 15.2.6 references to any document (including the Contract) are references to it as amended, supplemented or novated from time to time, and include any document which amends, is supplemental to, novates, or is entered into pursuant to it; and
- 15.2.7 references to "working Days" shall be references to Days when the banks in London, England are open for business.