

Corona Energy Terms & Conditions of Supply

Definitions

"Annual Quantity"	means the annual quantity of gas that the Customer is expected to consume as shown in the Agreement;
"Actual Consumption"	means the aggregate consumption of Gas by the Portfolio in a given period;
"CCL"	means Climate Charge Levy;
"Consumption Tolerance"	means, in respect of a Contract Period, between 85% and 115% of the Annual Quantity, and, in respect of a calendar month, means between 85% and 115% of the Monthly Expected Demand;
"Contract Period"	means any period beginning at 0600 hours on the Start Date (or any anniversary of the Start Date) and ending at 0600 hours on the next anniversary of the Start Date;
"Customer"	means the person named as such in the Agreement;
"End Date"	means the date as specified in the Agreement;
"Excess Gas"	means the amount of Gas by which Actual Consumption in a month exceeds the upper Consumption Tolerance limit;
"Gas"	means natural gas;
"Initial Contract Period"	means the period starting on the Start Date and ending on the End Date;
"Market Index Price"	in respect of any month means the arithmetic average of the Heren Day Assessment bid or offer price (as appropriate) in respect of each day of gas supply as published in the European Spot Gas Market report;
"Meter"	means the measuring equipment installed at or in the location of the Supply Point;
"Meter Installation"	means the Meter and all associated installation materials or apparatus for the purpose of measuring gas consumed at the Supply Point;
"Monthly Expected Demand"	means the aggregate Annual Quantities for all Supply Points comprising the Portfolio in a particular month profiled and calculated on a monthly basis;
"Monthly Gas Price"	means the gas commodity component of all Contract Prices for the Portfolio aggregated and divided by the Monthly Expected Demand to produce a weighted average price in respect of such month;
"Ofgem"	means the Office of Gas and Electricity Markets;
"Out of Contract Price"	means the Supplier's price for out of contract customers as set by the Supplier from time to time;
"Portfolio"	means the aggregate total of Supply Points supplied under the Agreement from time to time;
"Shortfall Gas"	means the amount of Gas by which Actual Consumption in a month falls short of the lower Consumption Tolerance limit;
"Start Date"	means the date as specified in the Agreement;
"Supplier"	means the company named as such in the Agreement (being part of the Corona group);
"Supply"	means the supply of Gas under this Agreement;
"Supply Point"	means the point(s) at which the Supplier shall make gas available to the Customer under this Agreement;
"Transporter"	means the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected;
"VAT"	means Value Added Tax..

1 Commencement and Duration

- 1.1 This Agreement will come into effect on the Start Date and shall continue in force until terminated in accordance with its terms as set out below.
- 1.2 The Customer will make all reasonable efforts to ensure transfer of all Supply Points takes place on the Start Date.

2 Price and Reconciliation

- 2.1 The price for Gas supplied under this Agreement (the 'Contract Price') during the Initial Contract Period is as shown in the Agreement. During the Initial Contract Period or any successive Contract Period the Supplier may revise the Contract Price:
 - a) to reflect cost increases or changes in charging methodology imposed by or on behalf of the Transporter or metering agency; and/or;
 - b) to reflect any cost increases due to changes in Government legislation, applicable regulations or tax;
 - c) should the ownership status of the Customer's meter(s) change or information provided to us in relation to meters is shown to be incorrect.
- 2.2 If this Agreement applies to more than one Supply Point, the Customer shall be responsible for all charges in respect of each Supply Point (regardless of the owner or occupant of each Supply Point) unless otherwise agreed in writing by the Supplier.
- 2.3 The price for gas supplied after the termination or expiry of this Agreement will be the Out of Contract Price.
- 2.4 If the Actual Consumption in the Initial Contract Period, or any successive Contract Period, falls outside the Consumption Tolerance, then for every month in such Contract Period:
 - a) an additional amount may be charged to the Customer in respect of Excess Gas at the Market Index Price minus the Monthly Gas Price.
 - b) an additional amount may be charged to the Customer in respect of Shortfall Gas at the Monthly Gas Price minus the Market Index Price.
 Any amount payable under this Clause 2.4 shall be invoiced to the Customer following the end of the Contract Period in question, and the payment provisions of Clause 4 below shall apply.

3 Meter reading

- 3.1 For Supply Points consuming at least 293,071 kWh (10,000 therms) per annum, the Supplier shall endeavour to read the Meter once per month using an approved meter read agency. If requested by the Supplier, the Customer shall read the Meter on the day prior to the Start Date. For all other Supply Points, the Supplier shall endeavour to read the Meter once every six months (or at more frequent intervals as agreed by both parties) using an approved meter read agency. The Customer may provide its own monthly Supply Point meter read, which must be taken and delivered to the Supplier in the last four working days of the calendar month.
- 3.2 The quantity of Gas consumed in energy terms shall be calculated using standard industry methods and corrected for

pressure and temperature as appropriate. The reading shown on the Meter shall be *prima facie* evidence of the quantity of Gas consumed, unless that meter is found to be registering erroneously to a degree exceeding that permitted by law.

- 3.3 If in accordance with Section 17 of the Gas Act 1986, the Customer requires a meter examiner to examine any Meter for the purpose of ascertaining the quantity of Gas supplied under this Agreement and if the Meter is found, when so examined, to register inaccurately to a degree exceeding that permitted by law, a suitable adjustment shall be made to the Customer's account. Any adjustment shall be made with effect from the penultimate date on which the Meter was read otherwise than in connection with the examination (except in the case where it is proved to have begun to register inaccurately as described on some earlier date) and the amount of money due from or to the Supplier shall be paid on demand. If the Meter has been found to be accurate within the said limits, the costs of verification shall be paid by the Customer on demand.

4 Billing and payment

- 4.1 As soon as practicable after the end of each calendar month the Supplier will provide an account to the Customer. Where meter reads are not available, invoices will be raised using estimates or in accordance with any payment plan agreed with the Supplier.
- 4.2 The Customer shall pay each invoice in full by the 20th day of the month or 10 days following the date of the invoice, whichever is earlier. If payment is not received by the due date (except in the case of a *bona fide* dispute notified in writing), the Supplier shall (in addition to any other remedies) be entitled:
 - a) to charge interest on the amount unpaid at the annual rate of 4% above the base lending rate of Lloyds TSB Bank plc;
 - b) to charge a late payment administration charge for each invoice which has not been paid in full by its due date;
 - c) to increase the Contract Price to the Out of Contract Price for the rest of the Contract Period; and/or
 - d) to prevent the Customer transferring to another supplier by lodging an objection.
- 4.3 For Supply Points that are read at intervals other than monthly, the Supplier will reconcile the Customer's account against actual consumption as and when a meter read is received. If the actual read generates a credit note, this will be applied against future invoices unless the Customer requests a refund in writing.
- 4.4 All amounts payable by the Customer are exclusive of VAT, CCL and any other applicable taxes. The Customer is responsible for providing any applicable VAT or CCL exemption certificate, failing which VAT and CCL will be charged and will be payable by the Customer. CCL exemption is only applicable from the date upon which the Supplier receives the exemption certificate.
- 4.5 All payments by the Customer shall be made by Direct Debit transfer unless the Supplier has agreed in writing to an alternative payment method. Failure to pay by Direct Debit transfer, unless agreed by the Supplier, may result in the Supplier terminating this Agreement and/or charging the Out of Contract Price.
- 4.6 The Customer must notify any disputed charges in writing to the Supplier within three months of the date of the relevant invoice, failing

which such invoice shall be deemed to be final and conclusive in favour of the Supplier.

- 4.7 The Customer warrants that all details provided to the Supplier regarding the Portfolio are up to date and accurate during the term of the Agreement. The Supplier reserves the right to charge the Customer for any costs or losses incurred on the resale of Gas required as a consequence of inaccurate information. The Supplier will use reasonable endeavours to minimise any costs or losses it incurs as a result of incorrect or inaccurate information regarding the Portfolio

5 Safety and emergencies

- 5.1 Where the Customer believes that there is, has been or is likely to be an escape of gas or that any equipment may be damaged which may result in an escape of gas, the Customer must immediately notify the Transporter on 0800 111 999.
- 5.2 The Customer undertakes to use Gas in a safe manner and not in any way which is likely to create any risk to the health and safety of any person or risk of damage to any property, or which could interfere with the supply of Gas upstream of the Supply Point. The Customer shall not use a gas compressor downstream of the Meter without the Supplier's prior written consent.
- 5.3 Emergency services will be provided by the Transporter. Any call-out charges relating to the escape of gas or other emergency services on the Customer's installation downstream of the Meter shall be reimbursed to the Supplier.
- 5.4 The Customer shall take all reasonable steps to ensure that the Meter Installation and related equipment are not damaged or mistreated. The Customer shall remain responsible for all pipes and apparatus installed for the supply of Gas that are situated on the Customer's side of the Meter, and shall ensure that these are maintained in good working order and condition at all times.
- 5.5 For the duration of a pipe-line emergency (as defined in the Supplier's gas supplier's licence):
- the Supplier shall be entitled at the request of the Transporter to discontinue the Supply; and
 - the Customer shall use its best endeavours to refrain from using gas immediately upon being told by the Supplier or the Transporter that it should do so.

6 Liability

- 6.1 Neither the Supplier nor its officers, employees or agents shall be liable to the Customer for any loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which comprised or resulted from physical damage to the property of the Customer, its officers, employees or agents.
- 6.2 Neither the Supplier nor its officers, employees or agents shall in any circumstances whatsoever be liable to the Customer or any other person for:
- any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
 - any indirect or consequential loss (unless the Customer is a natural person and is entering into this Agreement for purposes which are outside his trade, business or profession).
- 6.3 In any event the liability of the Supplier to the Customer under this Agreement shall not exceed the value of the Annual Quantity of Gas at the then Contract Price.
- 6.4 Nothing in this Agreement shall have the effect of excluding or restricting the Supplier's liability for death or personal injury insofar as such exclusion or restriction is prohibited by law.

7 Force Majeure

- 7.1 If due to any circumstance or event which is beyond the reasonable control of either party it is not reasonably practicable for that party to perform any of its obligations in accordance with this Agreement, such obligations (other than any obligation to make payment under this Agreement) shall be suspended to the extent that and for so long as it is so impracticable. Whenever possible each party shall give to the other prior written notice of such suspension.
- 7.2 If the Supplier is given a direction under section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply of gas to specified persons, then, for so long as the direction is in force and so far as is necessary or expedient for the purposes of, or in connection with, such direction:
- the Supplier may discontinue or restrict the Supply, and
 - the Customer shall refrain from using or restrict its use of gas on being told by the Supplier that it should do so.

8 Termination

- 8.1 Either party may terminate this Agreement with effect from the end of the Initial Period or any subsequent Contract Period by giving the other at least two months' prior written notice. The Supplier shall be entitled to prevent the Customer transferring to another supplier unless such notice has been duly given and the relevant Contract Period will have expired at the time of the proposed transfer.
- 8.2 The Supplier may terminate this Agreement forthwith by written notice to the Customer at any time if:

- the Customer is in material breach of its obligations hereunder and fails to remedy the same (where remediable) within 14 days after receiving written notice of the breach from the Supplier requiring the breach to be remedied; or
 - the Customer ceases to trade or enters into liquidation whether voluntarily or compulsorily or compounds with its creditors or has a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over its assets or undertaking or any part thereof, or if any action, petition, application or proceeding is initiated or resolution passed relating to any of such matters; or
 - any invoice shall remain unpaid for more than seven days beyond its due date (except in the case of a *bona fide* dispute notified in writing), or
 - the Supplier ceases to hold a gas supplier's licence.
 - in the Supplier's reasonable opinion, the Customer may be unable to meet its obligations under the Agreement and/or the financial position of the Customer and/or its ultimate parent company have deteriorated to a level unacceptable to the Supplier, provided in each case that the Supplier shall have given 14 days' notice of such opinion to the Customer during which time the Customer shall have failed to provide adequate financial security in respect of its obligations on terms satisfactory to the Supplier.
 - there is a change in control of the Customer such that the ultimate holding company fails directly or indirectly to control less than 50% of the issued share capital of the Customer.
- 8.3 This Agreement will terminate automatically in respect of a Supply Point in the event of the appointment of a supplier of last resort by Ofgem in respect of that Supply Point.
- 8.4 Any termination of this Agreement shall be without prejudice to any rights or remedies of either party arising before or as a result of termination (including any right of the Supplier to prevent the Customer transferring to another supplier). All sums due to the Supplier up to the date of termination shall be paid by the Customer on demand.
- 8.5 In the event of termination by the supplier pursuant to Clause 8.2, in addition to any sums payable under Clause 8.4, the Customer agrees to indemnify the Supplier against any losses and expenses incurred in respect of such termination, including (without limitation) any losses incurred in disposing of the gas bought to meet the Customer's Annual Quantity demand for the outstanding Contract Period.

9 Meter

- 9.1 Unless otherwise requested by the Customer, the Supplier will make arrangements to provide metering services.
- 9.2 The Customer shall provide at least two months' notice of its intention to alter, add or replace part or all of the Meter Installation and may only do so with the Supplier's prior written consent. The Supplier may reject the Customer's proposed changes to the Meter Installation for safety or any other reasons. The Customer shall give details of any change to the Meter Installation within two days after completion of the relevant work. If a new Meter is connected to a Supply Point, the Customer shall notify the Supplier in writing at least two days before beginning to consume Gas. The Customer shall pay any inspection or other costs reasonably incurred by the Supplier in relation to any proposed changes to the Meter Installation, including the costs of the Supplier inspecting any Meter fitted by a non-registered meter operator.
- 9.3 Any Meter which is not owned by the Transporter or the Supplier must provide data in a form compatible with the Transporter's and Supplier's IT systems. For Meters which are to be read daily, read equipment will be provided by the Transporter and there may be an additional charge for providing daily read information to the Customer.
- 9.4 If in the Supplier's reasonable opinion the level of consumption at the Supply Point indicates that a converter should be fitted to make adjustments for pressure and/or temperature, the Customer shall fit a converter upon written request by the Supplier.
- 9.5 If the Meter is not owned by the Transporter or the Customer, the Supplier reserves the right to continue to bill the Customer for meter charges following the termination of this Agreement until the relevant contract is transferred to the new supplier.
- 9.6 The Customer may only fit a Meter by-pass with the Supplier's prior written consent (and shall notify the Supplier immediately if a Meter by-pass already exists). The Supplier's terms in relation to Meter by-passes are available on request and will apply to any existing Meter by-pass.

10 Meter access

- 10.1 The Customer shall allow the Supplier, the Transporter and their respective agent's safe access to the Supply Point for the purposes of installation, operation, reading, maintenance, testing and removal of the Meter Installation and related equipment or for temporary or permanent suspension or termination of the Supply. The Customer shall provide at the Supply Point free of charge such supplies of power, water, drainage and protection as the Supplier or the Transporter or their respective agents may reasonably require.
- 10.2 The Customer shall on or before disposal of any part of the Supply Point in which any part of the Meter Installation or related equipment is laid or installed, and at any time on request by the Supplier, grant to the Supplier and/or the Transporter and their respective agents an easement (in such form as the Supplier may reasonably require) to

install, operate, maintain, test and remove such equipment or any part thereof and preventing the Customer and its successors and assigns from doing anything which might unreasonably prevent or impede access thereto by the Supplier and/or the Transporter and their respective agents.

11 Change of ownership and Supply Point isolation

- 11.1 The Customer shall give the Supplier at least one month's prior written notice of any proposed change of ownership or occupation of the Supply Point (including the full name and current address of the proposed new owner or occupant) and shall remain liable for all charges in respect of the Supply Point under this Agreement until such change has taken place and the Supplier has received such details. The Customer is responsible for providing a meter reading on the date of transfer.
- 11.2 If during any Contract Period the Customer ceases to use Gas at any Supply Point, the Customer will still be charged for all costs reasonably incurred by the Supplier in relation to such Supply Point for the remainder of the Contract Period (or until isolation, if earlier).
- 11.3 A Supply Point may be isolated:
- at the request of the Customer; or
 - following termination of this Agreement by the Supplier; or
 - in the event of demolition or substantial redevelopment of the Supply Point; or
 - where the Supplier determines necessary for safety reasons.
- 11.4 Where a Meter Installation is removed for reasons of debt, the Supplier retains the exclusive right to supply Gas to that Supply Point until this Agreement has expired and the Customer has paid all outstanding amounts. The Supplier will regard the reconnection of the gas supply without its prior written permission as theft.
- 11.5 If the supply of Gas to the Supply Point needs to be isolated for any reason, the Customer shall pay all costs incurred in isolating the Supply Point.

12 General

- 12.1 Title to and risk in the Gas shall pass to the Customer at the Supply Point.
- 12.2 The Customer consents to personal data about the Customer being stored and processed by the Supplier and its associated companies (details of whom are available on request) for the purposes of credit control and fraud prevention. The Supplier may record or monitor telephone calls to or from the Customer for training and/or security purposes.

- 12.3 The Customer shall not assign this Agreement to another party without the prior written consent of the Supplier. The Supplier may assign or transfer its rights and/or its obligations under this Agreement to any other person authorised to supply Gas on prior notice to, but without further consent from the Customer. The assignee or transferee shall not assume any liability or responsibility in respect of any matters arising prior to the date of such assignment or transfer. For the avoidance of doubt the terms and conditions of this Agreement will not be affected in any way by any such assignment. In the event that the Customer is a natural person and is entering into this Agreement for purposes which are outside his trade, business or profession, the Customer shall have the right to terminate this Agreement within 14 days after receiving notice of any such assignment by giving written notice to the Supplier.
- 12.4 The Supplier reserves the right to modify the terms and conditions of this Agreement to comply with new legislation, statutory instruments, Government regulations or licences or similar events.
- 12.5 This Agreement constitutes the entire agreement between the parties relating to the Supply. The Customer confirms that it has not entered into this Agreement on the basis of any representation whatsoever concerning the Supplier or the Supply and that no such representation has been given by or on behalf of the Supplier except as set out in this Agreement or as otherwise agreed in writing by or on behalf of the Supplier.
- 12.6 The Customer warrants that the Supply is not wholly or mainly for domestic purposes, and that all information supplied regarding the Portfolio is up to date and accurate.
- 12.7 Headings in this Agreement are for convenience only and have no legal meaning or effect.
- 12.8 No waiver, failure, or delay by either party in respect of any breach by the other of this Agreement or acceptance of payment or performance shall preclude any right, relief or remedy of the other party, nor shall the same be relied upon as a consent or waiver in respect of such breach whether of a like or different nature.
- 12.9 This Agreement creates no rights for any person not a party to it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.10 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required to be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provision of this Agreement.
- 12.11 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.