



Electricity and gas

General Terms and Conditions

For corporate customers
Effective from January 2010

e-on

Electricity and gas General Terms and Conditions

1. Commencement and duration

- 1.1 This Agreement starts on the date we counter-sign the Proposal and shall continue until the later of the End Date (except where terminated earlier in accordance with these Terms and Conditions) or until no Metering Points are Registered to us under this Agreement.
- 1.2 The Charges and additional Terms and Conditions shown on the Proposal shall apply for the duration of the Agreed Supply Period, except where varied in accordance with these Terms and Conditions. If we remain the Registered supplier for any of the Metering Points after the End Date, either:
 - a. the Parties shall have entered into a new agreement for supply to the Premises; or
 - b. all Metering Points at the Premises shall have been permanently Isolated.If none of the above conditions is met this Agreement shall continue except that you shall be charged at our Extended Contract Rates.
- 1.3 Each Metering Point at a Premises may, at our discretion, form an individual Agreement in its own right.

2. Pre-supply and supply conditions

- 2.1 Our obligation to supply Energy to Metering Points under this Agreement shall commence on the Start Date or on Registration of the Metering Points to us, whichever is the later, subject to the conditions of Clause 2.5.
- 2.2 You shall be responsible for terminating your agreement with your previous supplier and ensuring they have no cause to raise a transfer objection under your contract with them.
- 2.3 We shall have no liability to you where Registration of one or more Metering Points is delayed beyond the Start Date due to circumstances beyond our reasonable control.
- 2.4 In the event that we are unable to Register a Metering Point for any reason beyond our control including, but not limited to, your previous supplier raising a transfer objection, and despite our reasonable efforts the issue is not resolved two weeks after the Start Date, you may be deemed to have wrongfully terminated this Agreement in which case the provisions of Clause 8.7 shall apply.
- 2.5 At the time of entering into this Agreement we warrant that we have a valid licence to supply under the relevant Act and you warrant that:
 - a. each Metering Point is connected to the Network; and
 - b. it is your intention that we shall be the sole supplier at each Metering Point for the duration of this Agreement;If either of these conditions cease to be satisfied during the period of this Agreement in respect of one or more Metering Points this Agreement may be terminated by us in respect of that Metering Point or, at our option, all Metering Points and the conditions of Clauses 8.5 and 8.7 shall apply.
- 2.6 If, at any time during this Agreement, your credit risk status deteriorates to any degree as deemed by us and/or as reported by one or more Credit Bureaux, or your account with us becomes overdue due to non-payment of invoice(s) in accordance with Clause 5.5, we may:
 - a. demand immediate payment of all overdue invoice(s) (where invoices are disputed Clause 5.9 shall apply); and/or
 - b. amend your payment terms; and/or
 - c. demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or

- d. demand a security deposit or other form of security and/or guarantee.

Failure to meet any of the above conditions shall be deemed a Material Breach and we may terminate the Agreed Supply Period and Clauses 8.5 and 8.7 shall apply.

- 2.7 At the time of entering into this Agreement, you confirm that:
 - a. you have notified us of the details concerning any on-site generation or Automated Meter Reading Equipment at the Premises; and
 - b. you have provided us with the name, address and telephone number of your landlord, if applicable.If any of this information changes at any time during the Agreement you shall notify us at least one Month in advance or as soon as practicable thereafter.
- 2.8 a. In respect of all half-hourly electricity Metering Points, you shall have an agreement in place with a Meter Operator for metering equipment provision and maintenance.
b. In respect of all other Metering Points you may request that we appoint a Meter Operator of your choice.
c. You may request that we appoint a Data Collector of your choice.

In all cases, you shall give us at least one Month's Notice before the appointment is due to take effect and you shall be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment. We may reject or delay appointment of a Meter Operator or Data Collector of your choice where we have reasonable grounds to do so. You shall not have more than one Meter Operator, Data Collector or Data Aggregator at any one time to perform the relevant Agent Service for each Metering Point. All Meter Operators, Data Collectors and Data Aggregators must be Qualified and if your Meter Operator or Data Collector ceases to be Qualified we will appoint a replacement and recover from you all costs reasonably incurred.

- 2.9 Where you have an agreement with a third party for the provision of metering or services you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall be responsible for all costs incurred by us in relation to the metering or service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party equipment.

3. Supply

- 3.1 The characteristics of Energy supplied to you are managed by your Network Operator and as such we have no control over the quality of such Energy. We can provide you with contact details for your Network Operator on request.
- 3.2 Your supply may be temporarily or permanently Isolated or you may be directed to stop using Energy for the following reasons:
 - a. to avoid danger or as a result of an emergency or potential emergency; or
 - b. to enable maintenance or repair work to be carried out; or
 - c. in accordance with the Act or any industry agreements we have necessarily entered into in order to supply Energy; or
 - d. for electricity only, by or on behalf of your Network Operator under your connection agreement with them; or
 - e. for gas only, where Premises are supplied on an Interruptible basis as determined under industry regulations; or
 - f. otherwise in accordance with these Terms and Conditions.

4. Your rights and obligations

- 4.1 In respect of all meters not read remotely you shall take meter readings on the Start Date and provide the readings to us within three Working Days. If you fail to supply such meter readings or if we or an Agent reasonably believe such readings are incorrect, then you agree to accept estimated meter readings provided by the Agent. We shall not be responsible for the accuracy of such meter readings.
- 4.2 You agree to provide a list of expected shutdown and holiday periods for each Premises together with estimates of Energy that will be consumed during these periods. You also agree to provide estimates of Energy that would be consumed if such shutdowns or holidays were not to occur. These estimates shall be provided at least one week in advance.
- 4.3 You shall not exceed the Capacity agreed with the relevant Network Operator. If you exceed such Capacity we shall pass through to you any additional costs imposed on us by your Network Operator.
- 4.4 Where relevant you shall send completed Supplier Certificates to us at the Notice Address to be received at least five Working Days prior to their application. Relief from Climate Change Levy cannot be backdated and we accept no liability for late receipt of Supplier Certificates.
- 4.5 Where you cease to be the owner or occupier of a Premises you agree to give us as much notice as possible and to provide us with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or occupier or the supply is permanently Isolated by us or the Network Operator.
- 4.6 You may request Isolation of any Metering Point at any time. You shall be liable for all costs reasonably associated with such Isolation and, where required, any subsequent re-establishment of supply. Where such Isolation is by way of permanent disconnection this Agreement shall terminate in respect of that Metering Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place.
- 4.7 Where your actual consumption is +/-20% of your Nominated Consumption we may vary the Charges or pass through to you any higher or additional costs.

5. Charges and payment

- 5.1 For each billing period we shall invoice you for all Energy supplied to the Premises and any other amounts due under this Agreement.
- 5.2 You shall be responsible for payment for all charges relating to Energy supplied to the Metering Points. Charges may apply even where Energy is not being consumed at a Premises.
- 5.3 The Charges may include commission paid to a broker or consultant acting on your behalf.
- 5.4 You agree to pay the Charges, any additional charges payable in accordance with these Terms and Conditions and any tax, levy, duty or other impositions in accordance with legislation in force or with industry agreements.
- 5.5 You agree to pay our invoices by cleared funds within 14 days of the date of the invoice by Direct Debit or as agreed in the Proposal. For the purposes of this Clause time is of the essence.
- 5.6 If our Proposal is based on payment by Direct Debit and you fail to provide or cancel a Direct Debit Mandate or your bank fails to honour a transfer:

- a. we may vary the Charges and/or pass-through any additional costs; or
 - b. you may be deemed to be in Material Breach and we may give notice that the Agreed Supply Period may be terminated if the Direct Debit is not re-instated and full payment is not received within five Working Days. After termination the terms of Clause 8.5 and 8.7 shall apply.
- 5.7 If an Agent's meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading or our reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable.
 - 5.8 We shall charge you interest in respect of any amount remaining unpaid by you after the due date at the Sterling 3-month London Interbank Offered Rate (LIBOR) + 8%. In addition we shall charge you £100 as compensation for costs incurred by us as a result of such late payment.
 - 5.9 If you reasonably believe you have a dispute about any amount invoiced by us you shall Notify us at least five days before the amount is due for payment and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute:
 - a. You shall pay the undisputed part of the invoice in accordance with Clause 5.5. After an agreement is reached or any proceedings determined, any amount payable shall be paid within seven Working Days together with interest accrued in respect of the amount in accordance with Clause 5.8.
 - b. In the event that you are unable to pay the undisputed part of an invoice you shall pay the full amount of the invoice in accordance with Clause 5.5 except where there is a manifest error. After resolution or determination any money owing to you will be credited to your account together with interest calculated from the date payment was received from you at Barclays Business Premium Bank Rate from time to time.
 - 5.10 If, at any time, we discover that any invoice we have sent you was inaccurate we shall submit a revised invoice when accurate information becomes available.
 - 5.11 You may not deduct or set off any payments to be made under this Agreement against any amounts due from us, except where we have issued a credit to you. We may set off any amounts received from you, or owing to you, against any other agreement between us.

6. Variations

- 6.1 In addition to any other provisions of these Terms and Conditions, we may vary the Charges or pass through any higher or additional costs:
 - a. if information provided by you, your representative or Agent is incorrect or incomplete;
 - b. as a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of Energy to suppliers, during an emergency of a civil, Energy supply or other nature;
 - c. if any changes made to your supply after the date of this Agreement result in an increase or decrease in third party charges;
 - d. where a pass through of third party charges is indicated in the Proposal;
 - e. where pass through of third party charges is not indicated in the Proposal but where a change in such charges occurs as a result of a change in law, industry agreements or a

substantial change introduced by the Authority or as a result of a significant change in the structure or third party charges or the methodology used to calculate them;

- f. you do not have or cease to use your own Agents; and/or
- g. as expressly provided for elsewhere in these Terms and Conditions.

6.2 Except as expressly provided for in these Terms and Conditions, this Agreement may only be varied by an agreement in writing signed by both Parties.

7. Metering

7.1 The metering equipment must at all times comply with the Act and be appropriate to supply all apparatus connected to it. In the event that we become aware that any part of the metering equipment is not suitable, we may arrange for installation, maintenance or replacement of the metering equipment and you shall pay the costs incurred.

7.2 Where it is a condition of our Supply Licence that Automated Meter Reading Equipment is installed in respect of a Metering Point, you shall cooperate with us and our Agent to enable us to meet our obligations. If we or our Agent visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.

7.3 You shall Notify us as soon as practicable where changes are made to any Metering Point.

7.4 You shall provide us and the relevant Agents with safe and reasonable access to the Metering Points at all times. You shall not obstruct access to a Metering Point at any time and you shall ensure that, where access to a Metering Point requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Point shall not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Metering Point at any time we may Notify you of the situation and, if it is not rectified to our satisfaction within two Months of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.

7.5 The metering equipment shall be deemed to be accurate unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, the metering equipment shall be examined in accordance with the Act as soon as practicable. Except where the Meter Operator is appointed by us, you shall be responsible for all costs incurred if the meter is found to register inaccurately beyond that permitted under the Act. If the meter is found to register accurately then the cost shall be paid by the Party issuing the Notification.

7.6 You shall Notify us as soon as reasonably practicable if you believe there has been damage to or interference with the metering or communication equipment or interruption to a communication signal and you agree to provide us with all information which we may reasonably require. If you wilfully damage or interfere with any metering or communication equipment or interrupt a communication signal we may immediately terminate the Agreed Supply Period, the provisions of Clauses 8.5 and 8.7 shall apply and you shall indemnify us for all costs reasonably incurred.

8. Termination

8.1 We may enter an objection under the customer transfer process and prevent an alternative supplier from Registering the Premises:

- a. if you arrange to transfer to an alternative supplier before the End Date in breach of this Agreement; or
- b. if you have outstanding, overdue, undisputed invoices; or
- c. if an alternative supplier attempts to Register a Metering Point in error; or
- d. where Registration of a Metering Point would be in breach of industry regulations.

8.2 Either Party may by notice immediately terminate the Agreed Supply Period if:

- a. the other Party convenes a creditors' meeting or an order is made or effective resolution passed for their winding up;
- b. a receiver, liquidator, administrator or trustee for creditors is appointed for a major part of the assets of the other Party; or
- c. the other Party is in Material Breach of this Agreement and, if it is capable of remedy, it is not remedied to the reasonable satisfaction of the injured Party within 10 Working Days of serving Notice.

8.3 We may by Notice to you immediately terminate the Agreed Supply Period in respect of any one or more Premises if:

- a. you are unable to pay your debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986) or you cease or threaten to cease to pay your debts as they fall due; or
- b. you cease to be a party to or are in Material Breach of your obligations under the Network Operator's terms of connection; or
- c. any of your management have been involved in a business which has vacated or ceased trading at any of the Premises or at your registered address with overdue Energy payments outstanding to us under a separate agreement; or
- d. a Supplier of Last Resort is appointed to the Premises.

8.4 In respect of Metering Points that remain Registered to us after the termination of the Agreed Supply Period these Terms and Conditions shall remain in force except that you may arrange to transfer your supply to another supplier subject to the conditions of Clause 8.1b and d and you shall be charged at our Extended Contract Rates. Except where termination is due to our Material Breach we may arrange for Isolation of the Metering Points and you shall be liable for any costs reasonably associated with such Isolation and any subsequent re-establishment of supply.

8.5 Your final invoice shall be based on the closing meter read or, where appropriate, the terms of Clause 5.7 shall apply. Where a Metering Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by us in the performance of this Agreement.

8.6 If the Agreed Supply Period is wrongfully terminated by you, or terminated by us as a result of a Material Breach of these Terms and Conditions by you, without prejudice to our right to pursue any additional legal remedy, we may charge you a termination fee to recover any reasonable losses, Energy costs or expenses that we incur as a result of your early termination. The termination fee shall be calculated as the number of Months of the Agreed Supply Period left unexpired (rounded up to whole Months), multiplied by 50% of the average monthly amount due from you. For the avoidance of doubt, the "average monthly amount" will be the aggregate of all payments (less any taxes, levies or duties) that would have been due from you during the Agreed Supply Period, based on our reasonable estimate of your expected consumption for

the Agreed Supply Period, divided by the number of Months of supply. You agree these liquidated damages represent a genuine estimate of the loss we would suffer.

- 8.7 Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to the date of termination.

9. Liabilities and Force Majeure

- 9.1 Nothing in this Agreement shall exclude liability for death or personal injury resulting from the negligence of a Party. Apart from this, each Party shall only be liable to the other for physical damage to property which was reasonably foreseeable, at the time of entry into this Agreement, as likely result of a breach, and a Party's total liability to the other shall not exceed six times the average monthly payment due from you for the affected Premises or £1,000,000 whichever is the lesser.
- 9.2 Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.
- 9.3 Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement to the extent that the performance of the affected party is prevented due to Force Majeure. The affected Party shall Notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued immediately the circumstances of Force Majeure end.

10. Electricity only

- 10.1 Except where there is a pre-existing agreement between you and the relevant Network Operator, this Agreement is subject to the National Terms of Connection (NTC). The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or business. We are acting as an agent of that Network Operator to make an agreement with you that the conditions of the NTC will apply. This will happen from the time that you enter into this Agreement and it affects your legal rights. If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at connectionterms.co.uk.
- 10.2 The Capacity shown on the Proposal as "Chargeable Capacity" is indicative only; we shall invoice you for Capacity based on information provided to us from time to time by your Network Operator. If you require a change to your Capacity you must agree it in advance with your Network Operator. We shall also pass through to you any reactive charges levied on us by the Network Operator.
- 10.3 Where Premises have a Maximum Demand of 100 kilowatts or more and require a Half-Hourly Meter, you shall provide appropriate metering equipment including a permanent, functioning communications facility and we will terminate any existing Agreed Supply Period from the date of installation of the new equipment and provide you with a new agreement. We may charge you all costs reasonably incurred for failure to ensure such provision.
- 10.4 Where a Metering Point has been Isolated by way of de-energisation you shall pay the charges applicable to de-energised Premises.

11. Gas only

- 11.1 In addition to the conditions of Clause 2.5, our obligation to supply is conditional upon you providing us with Emergency Contact Details as required in accordance with industry regulations, and you shall Notify us immediately of any changes to the Emergency Contact Details. You agree to cooperate with any exercises carried out by us or the Network Operator to update Emergency Contact Details or test gas emergency procedures.
- 11.2 You shall give us as much notice as possible if you require a change to your Capacity and we shall use reasonable endeavours to meet your requirements. Any additional costs will be passed through to you.
- 11.3 You shall Notify us prior to the Start Date if capacity at any of the Premises is currently or will be Interruptible at a future date and provide us with any details we require in relation to such Interruptible capacity. Premises with Interruptible capacity are subject to our Supplementary Terms and Conditions for an Interruptible Supply of Gas in addition to these terms and conditions, a copy of which is available at eonenergy.com or from your Account Manager.
- 11.4 We may vary the Charges or pass through additional costs where you substitute gas with an alternative fuel other than:
- during periods of supply interruption as part of an Interruptible agreement with your Network Operator; or
 - where your supply has been temporarily Isolated in accordance with an instruction by your Network Operator for emergency or safety reasons or for reasons of maintenance or repair to the Network, in accordance with industry regulations; or
 - by prior agreement with us.
- 11.5 You shall not remove or replace any meter that is part of a Sub Deduct Arrangement without our agreement.
- 11.6 We may Isolate any Metering Point where no gas is used for a consecutive period of six Months and the Network Operator may remove the means of supply from an Isolated Metering Point which is not re-established after 12 Months. You shall be liable for all costs reasonably associated with such Isolation or removal.

12. Miscellaneous

- 12.1 This Agreement forms the entire agreement between the Parties and contains all agreed representations, warranties and undertakings.
- 12.2 This Agreement shall be interpreted in accordance with English law and references to any statute, statutory provision, statutory instrument, regulation or code include any amendments, extensions or re-enactments. No legal proceedings in respect of this Agreement shall be brought or conducted outside England and Wales.
- 12.3 You acknowledge that these terms were agreed with the opportunity for you to obtain independent legal advice and the levels of warranties and limitations of liability are reflected in the Charges.
- 12.4 The terms and conditions of this Agreement also apply where we act as agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate.
- 12.5 Neither Party shall disclose information relating to this Agreement without prior written consent, except to comply with the relevant law or regulation. We may:
- disclose any information relating to you to allow us to perform our obligations under this Agreement; and

- b. share information about your account and payment history with credit agencies; and
 - c. disclose information to third parties contracted by us to recover sums due to us under this Agreement.
- 12.6 You shall not transfer or assign any rights or obligations under this Agreement without our prior written consent, such consent not to be unreasonably delayed or withheld. We may transfer or assign any or all of our rights or obligations under this Agreement without your consent.
- 12.7 Any waiver shall be agreed by each Party in writing. A waiver of a specific breach shall not entitle any further breach.
- 12.8 If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of this Agreement shall continue in full force and effect.
- 12.9 Any Notice to be given under this Agreement shall be in writing and delivered by hand or sent by facsimile, email, recorded delivery or registered letter to the Notice Address.
- 12.10 Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Agreement or at law. The Agreement shall apply during the dispute resolution process.
- 12.11 Apart from the provisions of Clause 10.1, any person who is not a Party to this Agreement shall not acquire or have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13. Interpretation and definitions

- 13.1 Where applicable, references to the singular include references to the plural and vice versa and headings are inserted for convenience only.
- 13.2 In this Agreement the following terms have these meanings:

"Act"

the Electricity Act 1989 as amended and the Gas Act 1986 as amended, as applicable;

"Agent"

a Meter Operator, Data Collector, Data Aggregator, the gas Network Operators' agent or an agent appointed by us to provide Automated Meter Reading Equipment services;

"Agent Service"

a service provided by an Agent;

"Agreed Supply Period"

the period from the later of the Start Date or the date of Registration to the End Date;

"Agreement"

the Proposal, these Terms and Conditions and any annexes specified on the Proposal;

"Authority"

the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem);

"Automated Meter Reading Equipment"

metering equipment, other than a Half-Hourly Meter or Daily Read Meter, that provides Agents with the ability to obtain details of your consumption remotely on a half-hourly (electricity) or hourly (gas) basis;

"Balancing and Settlement Code"

the code of that title and all related documents comprising a set of rules to which electricity market participants are required to

conform, which can be found at elexon.co.uk;

"Capacity"

the total amount of Energy you may consume at a Metering Point in any given period as agreed with the relevant Network Operator. In electricity, this is known as the authorised supply capacity(ASC). In gas, this is your annual quantity (AQ), supply point capacity (SOQ) and supply point offtake rate (SHQ);

"Charges"

the prices referred to in the Proposal as varied in accordance with these Terms and Conditions and all costs, charges and expenses set out in the Terms and Conditions;

"Credit Bureau(x)"

an establishment which collects and compiles data on individuals or businesses and makes such information available to subscribers to allow them to evaluate the financial stability of such individuals or businesses;

"Daily Read Meter"

in gas only, a Metering Point with a Daily Read Requirement as defined in the Uniform Network Code;

"Data Aggregator"

for electricity only, appointed to carry out the aggregation of metering data received from the Data Collector;

"Data Collector"

appointed to provide data retrieval and/or data processing services;

"Emergency Contact Details"

for gas only, details of Emergency Contacts who, between them, are available 24 hours a day, 7 days a week and 365 days a year to arrange for the site to stop taking gas where so directed by us or your Network Operator in order to avert or diminish the effect of a gas supply emergency;

"Emergency Contacts"

for gas only, where Premises are not manned 24 hours a day, three contact names and/or job titles each with up to three telephone numbers. If a site is manned 24 hours a day, only one Emergency Contact need be provided;

"Energy"

electricity and/or natural gas, as appropriate;

"End Date"

the last date on which the current Charges and/or Pricing Mechanism shall be applicable. The End Date is shown on the Proposal;

"Extended Contract Rates"

the rates and charges of that name published from time to time by us (available at eonenergy.com);

"Force Majeure"

an act of God, industrial action (except where solely restricted to employees of the Party claiming a force majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, any Act of Parliament or directive of a competent authority and any other cause which is beyond the reasonable control of the affected Party;

"Good Industry Practice"

the exercise by an Agent of such skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a prudent Agent, engaged in the same type of business, under the same or similar conditions;

"Half-Hourly Meter"

in electricity only, as defined in the Balancing and Settlement Code;

"Interruptible"

gas offtake that may be subject to interruption by a Network Operator for purposes in connection with the management of its pipeline system;

"Isolate"; "Isolated"; "Isolation"

where no Energy can flow directly or indirectly from a Network. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection;

"Material Breach"

a breach serious enough to destroy the value of the contract and give basis for an action for breach of contract;

"Maximum Demand"

for electricity only, in kW, calculated as twice the largest number of kilowatt-hours (kWh) supplied to a Metering Point during any half-hour in the preceding 12 Months;

"Meter Operation Code of Practice Agreement"

an agreement which authorises meter operators to install and connect meters to the electricity network by clarifying that the equipment being provided, installed and maintained meets appropriate technical requirements and that work is carried out to adequate safety standards;

"Meter Operator"

appointed to provide, install, maintain or administer the metering equipment;

"Metering Point"

the point at which electricity or gas is metered prior to supply to your Premises and at which title and risk in that Energy passes to you. There may be more than one Metering Point at each Premises;

"Micro Business Consumer"

an Energy consumer who:

- a. has or expects to have an annual electricity consumption of not more than 55,000 kWh or an annual gas consumption of not more than 200,000 kWh; or
- b. has fewer than 10 employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 million;

"Month"

a calendar Month;

"Network"

the local electricity or gas distribution network, as applicable;

"Network Operator"

in respect of a Metering Point, the operator of the local Network;

"Nominated Consumption"

for electricity, the value shown on the Proposal as 'Total Forecast kWh Consumption'. For gas, shown on the Proposal as 'Total Annual Volume: (kWh) Nominated';

"Notice"; "Notification"; "Notified"; "Notify"

where information is required by either Party it shall be sent to that Party's Notice Address in accordance with Clause 12.9;

"Notice Address"

for notices from us to you, your registered office address or any replacement address designated by you; for notices from you to us, the address indicated in the Proposal or any replacement address designated by us;

"Party"

either you or us, and Parties means you and us;

"Premises"

each of the premises shown in the Proposal;

"Pricing Mechanism"

a mechanism by which some or all of the Charges shall be determined during the Agreed Supply Period in accordance with supplementary Terms and Conditions provided in an Annex hereto;

"Proposal"

our statement of Charges and other Terms and Conditions applicable to the supply of Energy to your Metering Points during an Agreed Supply Period;

"Qualified"

for electricity, as defined in the Balancing and Settlement Code, and in respect of Meter Operators, being a signatory to the Meter Operation Code of Practice Agreement. For gas, registered and approved under the Ofgem Meter Asset Manager's Registration Scheme details of which can be found at www.ofgem.gov.uk;

"Register"; "Registered"; "Registration"

registration of Metering Points to a particular supplier in accordance with industry regulations;

"Start Date"

the date on which supply to the Premises under this Agreement is proposed to commence. The Start Date is shown in the Proposal;

"Sub Deduct Arrangement"

an arrangement of pipes and meters which allows for gas to be conveyed to other Premises downstream for purposes of supply and which is recognised as such by the Network Operator;

"Supplier Certificate"

the certificate from HM Revenue & Customs, Reference PP11, representing the percentage of supply eligible for relief from Climate Change Levy;

"Supplier of Last Resort"

a licensed supplier appointed by the Authority;

"Supply Licence"

a licence granted to us under the Act to supply gas or electricity to end users;

"Uniform Network Code"

the code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found at gasgovernance.com;

"us"; "we"; "our"

E.ON UK plc or E.ON Energy Limited;

"Working Day"

any day other than a Saturday, Sunday, Christmas Day, Good Friday or bank holiday in England and Wales;

"you"; "your"

the party named as the customer in the Proposal.

