



**Gazprom Marketing & Trading Retail Ltd**

**General Terms and Conditions for the Supply of Gas**

**Gazprom Marketing & Trading Retail Ltd** a company registered in England and Wales with registered number 3904624, whose registered office is at Gazprom House, 60 Marina Place, Hampton Wick, Kingston upon Thames, KT1 4BH ("GM&TR") and

[Customer] a company registered in England and Wales with registered number [xxxxxx], whose registered office is at [xxxxxxx] (the "Customer")

each a "Party", together "Parties".

The Parties wish to enter into an agreement for the supply of gas by GM&TR to the Customer at the Premises. Their agreement is evidenced in these general terms and conditions which, together with the Contract and (where applicable) the Schedule to these general terms and conditions and all Appendices to the Schedule or these general terms and conditions form one agreement (the "Agreement").

It is hereby agreed as follows:

## 1. Definitions

In this Agreement the following terms have these meanings:

"The Act" means the Gas Act 1986;

"Affiliate" means any holding company or subsidiary company of a party or any company which is a subsidiary company of the holding company of a party and the expressions "holding company" and "subsidiary" shall have the same meanings respectively ascribed to them by section 736 Companies Act 1985;

"Agent" means either a meter reader or meter asset maintainer;

"Authority" means the Gas and Electricity Markets Authority or Ofgem as appropriate;

"Automatic Meter Reading Device" means a data logging device for connection to a gas meter capable of functioning as a data hub for wireless communication of gas usage to a remote recipient.

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for business in London;

"Charges" means the prices referred to in the Schedule or Contract (as applicable), as varied in accordance with Clause 6;

"Contract" means the form of Agreement for the Supply of Mains Natural Gas signed by both Parties as part of his Agreement;

"Contract Year" means each period of 12 months commencing from the Start Date detailed in the Schedule or Contract (as applicable);

"Deemed Contract Rates" means the rates and charges published from time to time by the supplier that are deemed to apply to any Metering Point where rates and Charges contained in this Agreement have expired;

"Delivery Schedule" means the schedule of deliveries of gas to be made under this Agreement, as agreed in writing by the Parties prior to the Start Date, as amended from time to time by agreement between the Parties, and substantially in the form set out in Appendix to the Schedule;

"Delivered Volume" means, for any given period of time, the volume of gas delivered by GM&TR to the Customer at the Premises during that period;

"Delivery Shortfall" means, in respect of the Supply Period the difference between the Minimum Consumption for the Supply Period less the total Delivered Volume for the Supply Period;

"End Date" means the date indicating the end of the Agreement referred to in the Schedule or Contract (as applicable), or in the case of an extended Supply Period, any subsequent Schedule;

"Equipment" means any part of the meter installation, including meters, data loggers, mains, pipes, telecommunications or other equipment provided for the purpose of supplying and ascertaining the quantity of gas supplied;

"Force Majeure" means any event(s) or circumstance(s) (or combination of events or circumstances) beyond the control of a party acting reasonably and in good faith which causes or results in a failure by such party to fulfill any obligation under this Agreement, other than the obligation to make money payments, and

(a) which include, but shall not be limited to: forces of nature, strikes, lock-outs, acts of Government or any governmental authority or representative thereof (whether or not legally valid), wars, insurrections, riots, landslides, fires, floods, earthquakes, explosions, breakage or accidents to any transportation facilities or other transporter's plant or equipment necessary for the performance of obligations under this Agreement;

(b) but for the avoidance of doubt any

(i) labour dispute between a party and its staff,

(ii) loss, in relation to the Agreement, of the buyer's markets or the seller's sources of supply or the buyer's inability to use or resell,

shall not be Force Majeure for the purpose of this Agreement;

"Isolate(d)", "Isolation" means a situation where no gas can flow directly or indirectly from the Transporter's network;

"LIBOR" means in respect of a month, the one month London Interbank Offered Rate (expressed as a percentage per annum) in sterling as notified by The Royal Bank of Scotland plc at which a deposit of a principal sum equal to the relevant sum in question under this Agreement as would have been offered by such bank to prime banks in the London Interbank Market at such banks' request at or about 1100 hours on the first Business Day in such month for a period commencing on such Business Day and ending on the first Business Day in the next succeeding month

"M Number" means the unique meter point reference number assigned by the Transporter to each meter point;

"Maximum Consumption" means the maximum quantities of gas to be supplied to any Premises in any Gas Day, Month or Contract Year as specified in the Delivery Schedule ;

"Maximum Contract Volume" means the quantity of gas set out under "Maximum Contract Volume" in the Delivery Schedule and is the maximum amount of gas to be supplied to the Customer during the Supply Period;

"Maximum Daily Quantity" ("MDQ") means the quantity of gas set out under "Maximum Daily Quantity" in the Delivery Schedule and is the maximum quantity of gas to be supplied on any Gas Day under the terms of this Agreement;

"Maximum Yearly Quantity" means MDQ x 365 kWh and is the maximum quantity of gas to be supplied in any Contract Year under the terms of this Agreement.

"Minimum Consumption" means the minimum quantities of gas to be supplied to any Premises in any Gas Day, Month or Contract Year as specified in the Delivery Schedule;

"Minimum Daily Quantity" ("MinDQ") means the quantity of gas set out under "Minimum Daily Quantity" in the Delivery Schedule and is the minimum quantity of gas to be supplied on any Gas Day under the terms of this Agreement;

"Minimum Yearly Quantity" means MinDQ x 365 kWh and is the minimum quantity of gas to be supplied in any Contract Year under the terms of this Agreement.

"Metering Point" means the outlet of the Customers control valve for the Premises;

"New connections" means the provision of infrastructure to connect Premises to a Transporters network;

"Nominated Consumption" means the quantity of gas which the Transporter estimates the Customer will require in any Contract Year under this Agreement, as detailed in the Schedule or Contract (as applicable);

"Notice Address" means the address specified by each Party in Clause 11.3 (i);

"Notify", "Notified", "Notification" means the sending of information that is required by either Party to that Party's Notice Address in accordance with Clause 11.3;

"Premises" means each of the premises detailed in the Schedule or Contract (as applicable);

"Reasonable and Prudent Operator" means a person, firm, company or other body corporate seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable laws and standards, engaged in the same type of undertaking, under the same or similar circumstances and conditions.

"Schedule" means a schedule to these general terms & conditions which will contain (1) the list of Premises supplied under this Agreement, (2) the details of applicable GM&TR rates and Charges, and (3) any other details, including special terms and conditions which apply to this Agreement. Where a Schedule exists, it will take precedence over these general terms & conditions;

**"Schedule Volume"** means, for any given period of time, the volume of gas due to be delivered by GM&TR to the Customer during that period, as set out in the Delivery Schedule;

**"Start Date"** means the start date set out in the Schedule or Contract (as applicable), or the effective date of GM&TR being registered as supplier, whichever is the later;

**"Supplier Certificate"** means the certificate, available from HM Customs & Excise, Reference PPII, representing the percentage of supply eligible for relief from Climate Change Levy;

**"Supplier of Last Resort"** means a licensed supplier appointed by the Authority under a last resort direction made under the Act;

**"Supply Period"** means the period from the Start Date to the End Date;

**"Transporters"** means the owner of the relevant transportation system;

## 1.1 Interpretations

Where applicable, references to the singular include references to the plural and vice versa and headings are inserted for convenience only. Each Metering Point at the Premises forms an individual Agreement in its own right, and shall be referenced in a Schedule.

## 2. Pre-Supply Conditions

2.1 GM&TR's obligation to supply is conditional upon (and shall only remain in effect for so long as)

- (i) GM&TR has a licence to supply the Premises in accordance with the Act, and
- (ii) fulfilment of the following conditions:
  - (a). the Customer having Notified GM&TR, at least 28 Business Days before the Start Date, and in respect of each of the Premises of the name, telephone and facsimile numbers of 3 representatives who can be contacted in an emergency. The Customer shall Notify GM&TR immediately of any changes to the contact telephone or facsimile numbers. If the Premises are manned 24 hours a day, only one set of contact details is required for each representative;
  - (b). GM&TR is registered as the sole supplier for each Metering Point;
  - (c). the Customer has informed GM&TR of each of the M Numbers for each Metering Point;
  - (d). the Premises are connected to a Transporter's network;
  - (e). Agents are appointed for each Metering Point.

During the period of this Agreement upon any of these conditions ceasing to be satisfied in respect of any of the Premises, GM&TR's obligation under this Agreement to supply gas shall cease in relation to those Premises, or at GM&TR's option (exercisable in its sole discretion) at all Premises.

## 3. Supply of Gas

3.1 GM&TR will supply and the Customer will use gas in accordance with the Act. Title and risk in the gas shall pass to the Customer at the Metering Point.

3.2 The Customer agrees that:

- a. it will not, at any time, and in respect of any period of time, exceed the Maximum Consumption level for any Premises. GM&TR shall have no obligation to supply gas to any Premises in excess of the specified Maximum Consumption; GM&TR shall, however, be entitled to charge the Customer (at the Deemed Contract Rate) for any additional costs incurred by GM&TR in supplying gas to the Customer in excess of the Maximum Consumption and the Customer will pay such charges in accordance with clause 5 ;
- b. if it anticipates that the specified level of Maximum Consumption may be exceeded at any Premises, the Customer shall make a request for excess supply by giving GM&TR a minimum of 1 month's notice, detailing its requirements. GM&TR shall make reasonable efforts to meet such request, but shall be under no obligation to satisfy the request. Any additional costs incurred by GM&TR in meeting such request shall be passed through to the Customer.

c. the Customer shall pay the charges due in respect of any Delivery Shortfall in accordance with the Schedule or Contract (as applicable)

3.3 The Customer shall Notify GM&TR, as soon as reasonably practicable, where changes are made to any Metering Point and shall give GM&TR notice in accordance with Clause 9.5 if the Customer ceases to own or occupy any Premises or if gas is no longer consumed at any Metering Point.

3.4 The Customers shall, at all times, be responsible for maintaining and ensuring the safety of all pipes and apparatus downstream of the meter, unless otherwise notified by GM&TR. The Customer shall provide on demand, proof, in form reasonably satisfactory to GM&TR, that the maintenance requirement hereunder has been met.

3.5 The Customer warrants that the Customer shall not use gas for domestic purposes.

3.6 The Customer agrees to indemnify GM&TR or its Affiliates for any costs incurred by GM&TR or its Affiliates where notwithstanding any other provision in this Agreement GM&TR makes delivery of gas in accordance with the terms of this Agreement but where such terms with regard to delivery rates and volumes are outside the parameters set out in the Delivery Schedule .

## 4. Charges

4.1 The Customer will pay the Charges stipulated in the Schedule or Contract (as applicable), (as may be amended in accordance with Clause 5 below), in respect of gas supplied under this agreement, together with any other third party charges reasonably incurred by GM&TR on the Customers behalf and any tax, levy, duty or other impositions payable in accordance with any applicable legislation in force.

4.2 Where applicable, the Customer shall send completed Supplier Certificates to GM&TR at the Notice Address, to be received no later than 5 Business Days prior to their application. Relief from Climate Change Levy cannot be backdated and GM&TR shall not be liable in any way as a result of late receipt of Supplier Certificates.

4.3 Prior to the End Date, for a subsequent Supply Period, the Customer shall ensure that:

- a. a valid Schedule has been agreed and is in place; or
- b. it has confirmed to GM&TR in writing that the Customer will be registered with a new supplier; or
- c. it has requested that the Premises be Isolated.

If none of the above alternatives is satisfied by the End Date, GM&TR will continue to be the registered supplier to the Premises, and the terms and conditions of this Agreement shall continue to apply until the satisfaction of one of the conditions specified under this paragraph 4.3, save that the Customer will be charged at GM&TR Deemed Contract Rates from the End Date.

4.4 All Charges levied by the Transporter and/or Meter Asset Manager (MAM) in connection with the meter at the Premises shall be passed on to the Customer, and shall be paid to GM&TR under the terms of Clause 5 of these Terms and Conditions. For avoidance of doubt, Charges in respect of transportation, levied due to changes in the cost of transportation imposed by the relevant gas transporter shall be for the account of the Customer.

## 5. Terms of Payment

### 5.1 Billing

5.1.1 For each billing period, GM&TR will invoice the Customer for Charges and any other amounts due under this Agreement in accordance with the Schedule or Contract (as applicable). The Customer agrees to pay the amount shown in the invoice by cleared funds within 10 days of the date of the invoice by Direct Debit in accordance with Clause 11.3 (ii), or as otherwise agreed in the Schedule or Contract (as applicable).

5.1.2 If an Agent's meter reading or actual consumption data is not available, or if GM&TR reasonably believe it to be inaccurate, GM&TR may issue an invoice based on the Customers own meter reading or a GM&TR reasonable estimate and the Customer shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable.

5.1.3 If any amount payable is the subject of a bona fide dispute, the undisputed portion of the invoice shall be paid in accordance with Clause 5.1.1. After an agreement is reached or any proceedings determined, the amount payable shall be paid within five (5) Business Days.

5.1.4 If an invoice has been based on inaccurate information, GM&TR shall, as soon as reasonably practicable, submit a revised invoice following the receipt of accurate information.

5.1.5 Any undisputed amount remaining unpaid by the Customer after the due date will be subject to interest payment at a rate equal to LIBOR plus five (5) percent compounded annually from the date when the payment is due until and including the date the payment is made.

### 5.2 Other Provisions

5.2.1 The payment terms set out in this Agreement are based on GM&TR's assessment of the Customer's credit worthiness at the date of the Schedule or Contract (as applicable). If GM&TR (in its sole discretion) reasonably determines that the Customer's credit worthiness or credit risk is materially different than at the time when this Agreement was entered into, then GM&TR may serve notice upon the Customer requiring amendment to the terms of this Agreement or a form of credit support to be put in place as determined by GM&TR and if the Parties fail to agree within fourteen (14) days of such notice, GM&TR may terminate this Agreement immediately and the provisions of Clause 9 shall apply.

5.2.2 The Customer may not deduct or set off any payments to be made under this Agreement against any amounts due from GM&TR.

## 6. Variations

6.1 If as a result of any directions or requirements of the Secretary of State under the Act or the enactment or coming into force of any legislation or regulations which determine the price of gas to suppliers, during an emergency of a civil, gas supply, or other nature, GM&TR incurs any higher or additional costs, GM&TR may pass such higher costs through to the Customer.

6.2 GM&TR may vary the Charges where:

- a. any information provided by the Customer or the Customer's representative is incorrect; or
- b. there is a delay in the Start Date due to circumstances beyond GM&TR's reasonable control; or
- c. the off-take is less than 60% of the Nominated Consumption, resulting in GM&TR under-recovery of charges.
- d. there is a Delivery Shortfall, in which case, the charge payable by the Customer for the Delivery Shortfall shall be calculated by GM&TR by multiplying the Delivery Shortfall by the Charges, unless otherwise agreed in the Schedule or Contract (as applicable).

GM&TR will use reasonable endeavours to Notify the Customer in advance if a variation applies.

6.3 In the case of New Connections, where supply does not commence on the Start Date detailed in the Schedule or Contract (as applicable), GM&TR may at its sole discretion, defer the End Date by a period equal to that by which the Start Date shown in the Schedule or Contract (as applicable) is delayed.

6.4 Without prejudice to the provisions of Clause 5 above, this Agreement may only be varied by an agreement in writing signed by both Parties.

## 7. Metering Services

7.1 The Equipment installed at the Premises must be appropriate to supply all apparatus connected to it. GM&TR is responsible for checking the suitability of Equipment. Where determined by GM&TR to be applicable, GM&TR shall arrange for installation, maintenance or replacement of Equipment and the Customer shall pay the costs incurred.

7.2 The Customer agrees to:

- a. Protect the Equipment against physical damage (howsoever caused) and any other interference (whether caused by third parties or not), and to ensure that the meter and housing complies with all applicable regulations;
- b. provide power, water and drainage as required for the Equipment;
- c. ensure that every meter installed at the Premises is kept in proper order for the purpose of accurately registering the quantity of gas supplied;
- d. at all times provide safe and reasonable access to all Metering Points;
- e. pay all charges incurred by GM&TR in fulfilling its obligations with regard to safety.

7.3 Either Party may Notify the other that it wishes to dispute the accuracy of the metering equipment. Where such Notification is given, the metering equipment shall be examined in accordance with the Act as soon as practicable. The metering equipment shall continue to be deemed to be accurate until the examination of the equipment has conclusively found the meter to register inaccurately. Except where the meter is owned by GM&TR or the Transporter, the Customer shall be responsible for all costs incurred if the meter is found to register inaccurately in violation of the requirements under the Act. If, however, the meter is found to register accurately then the costs shall be paid by the Party issuing the Notification. The Customer shall continue to fulfil all its payment obligations under this Agreement irrespective of a

dispute Notification under this clause 7.3. Upon the resolution of a dispute, any payment refunds due to the Customer shall be made as appropriate.

7.4 The Customer shall ensure that its Agent or Agents operate at all times as a Reasonable and Prudent Operator. The Customer shall be responsible for all costs incurred by GM&TR in relation to the equipment or service provided by the Customer's Agent and any costs incurred by GM&TR as a result of damage caused to, or removal of, such equipment.

7.5 The Customer shall Notify GM&TR as soon as reasonably practicable if the Customer believes that there has been damage to or interference with the metering equipment and the Customer agree to provide GM&TR with all information, which GM&TR may reasonably require. If the Customer wilfully damages or interferes with any metering equipment, GM&TR may immediately terminate this Agreement, the provisions of Clause 9 shall apply and the Customer shall indemnify GM&TR for all costs reasonably incurred in terminating this Agreement.

7.6 The Customer will ensure that all gas installations, plant and equipment comply with any relevant law or regulation.

7.7 GM&TR will appoint an Agent to read the meter in accordance with normal meter reading cycles.

7.8 Where the Customer is the meter owner as defined in the Act, the Customer shall, throughout the duration of this Agreement, have a contract in force with a meter asset maintainer approved by GM&TR.

7.9 For the duration of the Contract GM&TR may choose to install an Automatic Meter Reading Device onto any meter in relation to which GM&TR is the appointed Gas Supplier. GM&TR reserve the right to exchange an in situ meter for a communications capable model to permit the installation of an Automatic Meter Reading Device. Unless otherwise agreed the Customer will not incur any expense in relation to the fulfilment of this clause.

## 8. Liabilities and Force Majeure

8.1 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, provided always that a Party's total liability to the other shall not exceed 6 times the average monthly payment due from the Customer for the affected Premises or £1,000,000, whichever is the lesser.

8.2 Except 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.

8.3 Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement due to Force Majeure. The affected Party shall Notify the other as soon as reasonably practicable of the Force Majeure event (providing all relevant information relating thereto) and shall take all reasonable steps to mitigate the effect on its ability to perform its obligations under this Agreement. A further Notification shall be issued immediately the circumstances of Force Majeure end.

8.4 Under no circumstances will GM&TR be liable for any loss to the Customer caused by any act or omission of an Agent appointed by the Customer.

## 9. Duration and Termination

9.1 Either Party may by notice immediately terminate this Agreement if the other Party:

- (a) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger on terms approved by the other Party);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition (aa) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (bb) is not withdrawn, dismissed, discharged, stayed or restrained in each case within fifteen (15) Business Days of the institution or presentation of that proceeding or petition;
- (e) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, administrative receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(f) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and that secured party maintains possession, or that process is not withdrawn, dismissed, discharged, stayed or restrained, in each case within fifteen (15) Business Days of that event;

(g) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts referred to in Clauses 9.1(a) to 9.1(f) inclusive;

(h) has a Supplier of Last Resort appointed to the Premises by the Authority; or

(i) materially breaches this Agreement and, if it is capable of remedy, it is not remedied to the reasonable satisfaction of the injured Party within ten (10) Business Days of serving notice.

9.2 GM&TR may by notice to the Customer immediately terminate this Agreement in respect of any one or more Premises if:

a. the Customer is unable to pay its debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986) or the Customer ceases or threatens to cease to pay its debts as they fall due;

b. an objection to GM&TR registration of a Metering Point is made by the Customer's previous supplier and is not resolved within five (5) Business Days of the previous supplier registering the objection.

9.3 Where GM&TR continue to be the registered supplier after termination of this Agreement, the terms and conditions contained in this Agreement shall continue to apply, save that the Customer will be charged at GM&TR Deemed Contract Rates for its gas supply.

9.4 If any sum remains unpaid after the due date for payment:

9.4.1 GM&TR may give the Customer 14 days notice of termination of this agreement (the "Grace Period");

9.4.2 If the outstanding sum remains unpaid after expiry of the Grace Period given under 9.4.1 above, then GM&TR may terminate this agreement immediately, and the provisions of this Clause 9 shall apply.

9.5 Termination by the Customer.

9.5.1 If the Customer wishes to terminate this Agreement, the Customer shall provide GM&TR with no less than 2 months and not more than 3 months' notice of such termination, which termination shall not occur prior to the end of the Supply Period.

9.5.2 If the Customer will be vacating the Premises, or wishes the Premises to be Isolated, it may on 2 months' notice terminate this Agreement in respect of such Premises. The Customer shall be liable for all Charges until the end of the notice period or until a new owner or occupier assumes responsibility for the Charges, whichever is the later.

9.6 Before the Customer vacates any Premises the Customer shall Notify GM&TR of the identity of any new owner, occupier or agent responsible as well as the meter reading as of the date of vacation. GM&TR may terminate the Agreement immediately where the Customer vacates without notice.

9.7 If the Customer wrongfully terminates this Agreement, without prejudice to GM&TR's right to pursue any additional remedy under this Agreement or at law, the Customer agrees to pay GM&TR liquidated damages as set out in this Clause 9.7. The amount of the liquidated damages shall be calculated as the number of months of Supply Period left unexpired, multiplied by one half (fifty percent) of the average monthly amount due from the Customer. For the avoidance of doubt, the "average monthly amount" will be the aggregate of all payments due from the commencement of the Supply Period, divided by the number of months of supply elapsed since the commencement of the Supply Period. The Customer agrees that these liquidated damages represent a genuine estimate of the loss GM&TR would suffer.

9.8 Upon Termination of this Agreement:

9.8.1 GM&TR will issue an invoice based on the closing meter reading or, where appropriate, the terms of Clause 5.1.2 shall apply. Where the Metering Point has transferred, the reading used will be provided to GM&TR by the new supplier. Where the reading by the new supplier is disputed by GM&TR, then the terms of Clause 5.1.2 shall apply.

9.8.2 The invoice shall also include any other costs reasonably incurred by GM&TR in the performance of this Agreement. The Customer shall remain liable for all Charges in respect of the Premises.

9.9 In the event that the Agreement is not terminated by the Customer:

9.9.1 Upon the expiry of the Contract Year, the Agreement will automatically renew for a further 12 months. Subject to 9.9.2 below, the Agreement will automatically renew on the basis of the current price.

9.9.2 GM&TR may at its discretion issue the Customer with a written notification prior to the end of the Supply Period stipulating a new price (the "Renewal Price") at which the Agreement will be renewed. Such notification will be sent to the Customer by normal royal first class post. The Customer may reject by written confirmation the Renewal Price within 7 days of notification hereunder, in which case this Agreement shall immediately terminate.

## 10. Isolation

10.1 If this Agreement has been terminated by GM&TR or where the Customer so requested, GM&TR may Isolate any Metering Point. Notwithstanding any such Isolation, the Customer shall remain liable for all costs reasonably associated with such Isolation and any subsequent re-establishment of supply.

10.2 GM&TR may Isolate any Metering Point where no gas is used for a consecutive period of 6 months. In any event, the Transporter may remove the means of supply from an Isolated Metering Point which is not re-established after 12 months.

10.3 Even if this Agreement has been terminated, so long as GM&TR remains the registered supplier and the Customer remains the owner, occupier or agent responsible for the Metering Point, the Customer shall remain liable for all Charges reasonably incurred by GM&TR, this shall apply even though the Premises may be Isolated or the Customer vacates or ceases to consume gas at such Premises.

10.4 The Customer supply may be Isolated on notice (or without notice where necessary for safety purposes) to:

a. avoid danger or because failure to Isolate would or might involve GM&TR being in breach of industry regulations; or

b. avoid interference with supply to another person which GM&TR reasonably believe may result from or be caused by the Customer's installation; or

c. enable maintenance or repair work to be carried out.

In addition, the Customer may be required, on notice, temporarily to refrain from using gas or GM&TR may (at its sole discretion) temporarily discontinue supply to the Customer for the above reasons.

## 10.5 Clauses Surviving Termination

Clauses 6, 8, 9, 10 and 11, shall survive termination of this Agreement.

## 11. Miscellaneous Provisions

### 11.1 Entire Agreement

The general terms and conditions together with the Contract, the Schedule and all Annexes and Appendices thereto or special agreement expressly incorporating these general terms and conditions constitute the entire agreement between the Parties in relation to the supply of gas to the Customer at the Premises. This Agreement supersedes all prior written and oral understandings, agreements and representations in relation to the supply of gas to the Customer at the Premises (including business proposals), provided that nothing in this clause shall exclude or limit any liability for fraud or gross negligence.

### 11.2 Notices

Every notice, request, demand or other communication under this Agreement will be Notified if it is given in any manner described below to the applicable address or number in Clause 11.2 (i) and will be deemed effective: (a) if in writing and delivered in person or by courier, on the date it is delivered; (b) if sent by facsimile transmission and a valid transmission report confirming good receipt is generated; or (c) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;

unless the date of delivery (or attempted delivery) or that receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day (5.00 p.m. London time), in which case that communication will be deemed to be effective on the first following day that is a Business Day at the start of business (9.00 a.m. London time).

11.2 (i) Notices under this Agreement shall be sent in accordance with the terms of this Agreement to the address or facsimile number detailed in the Schedule or Contract (as applicable), or such other address and/or facsimile number as the Parties may from time to time notify to the other in accordance with the terms of this Clause 11.2.

11.2 (ii) All payments under this Agreement shall be made in full cleared funds by electronic transfer to the bank accounts specified in the Schedule or Contract (as applicable), or such other bank account as the Parties may from time to time notify to the other in accordance with this Clause 11.2.

### 11.3 Dispute Resolution

Each Party, acting in good faith, shall use reasonable endeavours, to resolve any dispute arising between the Parties. Where such dispute

remains unresolved within 1 month, at the agreement of both Parties it may be referred to arbitration in accordance with Clause 12.2 below. 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 continue in full force during the dispute resolution process.

#### 11.4 Assignment

(a) Neither Party shall transfer or assign any rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably delayed or withheld.

(b) Notwithstanding paragraph 11.4(a) above, GM&TR may transfer or assign any or all of GM&TR rights or obligations to any of its Affiliates without requiring the Customers consent.

#### 11.5 Waivers

No failure or delay on the part of any party to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

#### 11.6 Severability

If any provision or part of a provision of this Agreement is found by a court or authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part of a provision shall be deemed to be deleted from this Agreement and the remaining provisions shall continue in full force and effect. The parties shall in this event seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be invalid, illegal or unenforceable.

#### 11.7 Confidentiality

(a) Neither Party shall disclose information relating to this Agreement without prior written consent, except to comply with the relevant law or regulation, in which case information regarding such disclosure shall be given to the other Party prior to such disclosure. Such disclosure shall be kept to the absolute minimum necessary to satisfy the disclosure requirement.

(b) Notwithstanding 11.7(a) above, GM&TR may disclose any information relating to the Customer to allow GM&TR to perform its obligations. For the avoidance of doubt, GM&TR may also disclose information about the Agreement to third parties contracted by GM&TR to recover sums due to GM&TR under the Agreement.

#### 11.8 Transfer Objection

GM&TR may enter an objection under the customer transfer process and prevent an alternative supplier from registering the Premises:

- a. if the Customer arranges to transfer to an alternative supplier before the End Date in breach of this Agreement; or
- b. if the Customer has outstanding, overdue and undisputed invoices; or
- c. if an alternative supplier attempts to register a Metering Point in error or without the Customer's consent or knowledge.

#### 11.9 Exclusion of Third Party Rights

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.

#### 11.10 Amendment and Modification

Without prejudice to any additional requirements set out elsewhere in this Agreement, no amendment, modification, or waiver in respect of this Agreement shall be effective unless: (a) in writing (including facsimile transmissions), and (b) signed by each of the Parties.

#### 11.11 Emergency

(a) The Customer shall contact the Transporter(s) immediately in the event that a loss of supply causes, or the Customer reasonably believes may cause an emergency or safety critical situation. Emergency contact details can be found on the reverse of the Customer invoice or on the GM&TR website: [www.gazprom-mt.com](http://www.gazprom-mt.com).

(b) If GM&TR are given a direction under section 2(1)(b) of the Energy Act 1976 (or other similar, amendment or supplementary statutory provision or regulation), 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, the direction -

(i) GM&TR shall be entitled to discontinue or restrict the supply of gas to the Premises;

And

(ii) the Customer will refrain from using, or restrict its use of gas, on being notified by GM&TR that they should do so.

For avoidance of doubt, notification under this Clause 11.11(b) may take the form of oral communication, by telephone or otherwise.

11.12 The Customer acknowledges that it had the opportunity to obtain independent legal advice in connection with its entering into this Agreement. It also acknowledges that the levels of any warranties and limitations on liability are reflected in the Charges.

## 12. Governing Law & Jurisdiction.

12.1 This Agreement shall be governed by and construed in accordance with English law and, subject to Clause 12.2, the Parties submit to the jurisdiction of the courts of England and Wales.

12.2 Subject to Clause 11.3 above, any claim, dispute or difference of any kind whatsoever arising out of or in connection with this Agreement (including, without limitation, any question regarding its existence, validity or termination) between the Parties shall with the agreement of the Parties be referred to and finally resolved by arbitration in London before a single arbitrator. Such arbitration shall be decided pursuant to the Rules of Arbitration of the Rules of the London Court of International Arbitration from time to time in force. Those Rules are deemed to be incorporated by reference into this clause insofar as they do not conflict with its express provisions.