



ENGIE TERMS & CONDITIONS

Non-Domestic Gas Supply Contract (SME and Micro Business under two million therms)

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General Terms and Conditions

1 Definitions

1.1 Definitions used in this Contract are set out in the Glossary at the end of this document.

1.2 For the avoidance of doubt, the terms of clauses 5.4, 5.5, 5.6, 5.13A, 5.14.4, 5.15.4, 5.15.5 and 11 shall not apply to you if you are a Micro Business Consumer.

2 Your Supply Contract

2.1 The Contract is for the Supply of gas by us, ENGIE Gas Limited, a company registered in England and Wales (Company Number 3814495) having its registered office at No 1 Leeds, 26 Whitehall Road, Leeds LS12 1BE ("us" or "we") to you, as a non-domestic consumer.

2.2 You agree to enter into the Contract when either you (or your representative) have either accepted this Contract on the phone or completed an online application or otherwise entered into a Contract with us. Where you have formally entered into the Contract with us, Clauses 2.13 to 2.20 will not apply to you.

2.3 The Contract will be accepted by us if you have provided us with the information we need and you have met our credit requirements (as applicable). In accepting the Contract, we agree to Supply you with gas (as applicable) for non-domestic purposes at your Property in accordance with the terms of the Contract.

2.3A For the duration of the Contract, you will provide us with accurate contact details (including but not limited to name, address, email address and telephone number) for at least the primary source of contact in respect of this Contract, and you will update the same with us from time to time as needed.

2.4 Credit Checking and Security Deposit;

2.4.1 You agree that we may carry out a credit and/or identity check on you and that in some circumstances, if we are concerned about your ability to pay us, we may ask you to provide a Security Deposit at any time, including prior to the Start Date.

2.4.2 The Security Deposit will normally be based on how much gas we expect you to consume over a four month period, and may include an amount to account for possible Mark to Market Loss (if the same is applicable). Should we request a security deposit, we will explain why we require this. Please note that if you have provided a Security Deposit and we consider that your ability to pay has improved and you have consistently paid your bills on time, we may return the Security Deposit to you prior to expiry of the Supply Period.

2.4.3 If you fail to provide the Security Deposit after receiving a request under this clause 2.4, we will be entitled to terminate the Contract, and if such failure occurs prior to the Start Date, we may elect not to become the registered provider of Supply to you and to terminate this Contract accordingly by giving you notice.

2.4.4 Where we elect not to provide Supply to you in accordance with clause 2.4.3, we shall be entitled to sell back on the wholesale market any gas forward purchased for the purposes of Supply under this Contract and to bill you in respect of any Mark to Market Loss incurred, such bill to be paid within fourteen days of the date of the bill.

2.5 The Contract is based on the information provided to us by you (or your representative), which you confirm is accurate. If your situation or the information that you have provided changes, you must let us know without delay. If your anticipated consumption may exceed two million therms on an annual basis, you must let us know immediately, in which case clause 6.2 will apply.

2.6 If you have not entered into a contract with us as described in Clause 2.2, we will begin treating you as though you have accepted the Contract when you either: (i) move into a Property Supplied by us; (ii) become responsible for a Property Supplied by us; or (iii) are a landlord of a Property Supplied by us and your tenant moves out. We will Supply you under the Contract as if you had entered into it and the terms set out in Clause 2.13 to 2.20 (Deemed Terms) will apply in addition to all other provisions.

Start of your Supply

2.7 For us to start to Supply you, you must be the owner or occupier of the Property or be responsible for the Supply of gas at the Property and the Property must be connected to mains gas. Furthermore, at least thirty (30) Working Days before the start date and thereafter on an on-going basis you will provide us with an up to date emergency telephone number clearly identifying personnel who can be contacted at any time for the purposes of reporting or

facilitating a response to any emergency at a Meter.

2.8 If you use your Property for domestic purposes or start to do so at any time whilst we are Supplying you, you must let us know immediately.

2.9 If we do not already Supply the Property, we will tell you the date on or around when we will start to Supply you. The Supply commencement date will be set out in the Quotation Document unless we have problems taking over the Supply. For example, if:

- 2.9.1 your previous supplier prevents us from taking over the Supply, which it may be entitled to do in some circumstances;
- 2.9.2 we do not have all of the information that we need from you;
- 2.9.3 any governmental or regulatory body or authority (e.g. OFGEM) prevents us from Supplying your gas;
- 2.9.4 you do something that prevents us from taking over the Supply;
- 2.9.5 we cannot Supply your gas for some other reason outside our reasonable control, including due to third parties; or
- 2.9.6 we are prevented from taking over the supply because our attempt to the register the Meter is blocked following an attempt by any other supplier to register the same Meter .

For the avoidance of doubt, in such circumstances we shall not be liable for any such failure or delays to commence your Supply or register your Meter, or any costs incurred in connection therewith, including out of contract rates charged by your previous supplier.

2.9A Where you agree to enter in a Contract with us but fail to consume gas from any or all Meter Points from the Supply commencement date set out in the Quotation Document, or we terminate the Contract pursuant to clause 2.4.3, then we shall be entitled to recover from you and shall be indemnified by you for all costs and losses incurred by us as a result of such failure for the period up to the date on which the consumption commences, or the Termination Date, whichever is the sooner, and in either case such costs to include any Mark to Market Loss.

2.10 We will request a Meter reading from you on or around the date we start to Supply you. This will be used by your previous supplier to produce your final bill and will help to make sure your new bills are accurate.

2.11 Title and risk in the gas shall pass to you at the Offtake Point. Furthermore, the quantity of gas in kWh supplied under this Supply Contract shall be calculated in accordance with section 12 of the Acts and the volume of gas supplied shall be measured and corrected for pressure and temperature in accordance with the Gas (Calculation of Thermal Energy) Regulations 1996.

2.12 You warrant that the Meter complies with the Industry Agreements and any other relevant agreements or authorisations necessary to permit or continue the Supply.

Meter Capacity and Annual Quantity

2.13 In relation to each Meter:

- 2.13.1 we are entitled to rely upon the Meter Capacity and Annual Quantity to calculate the Charges;
- 2.13.2 you will notify us as soon as possible where you know or believe any Meter Capacity and/or Annual Quantity is incorrect;
- 2.13.3 you will notify us where you wish any Meter Capacity and/or Annual Quantity to be varied and we will use our reasonable endeavours to arrange the variation, which will always be subject to confirmation by the relevant Transporter and/or other relevant third party organisation that such variation to Meter Capacity and/or Annual Quantity is agreed; and
- 2.13.4 you shall provide us with sufficient data as specified in the Industry Agreements to allow us to agree a Meter Capacity and/or Annual Quantity revision with the Transporter or other relevant third party organisation.

For the avoidance of doubt we shall be entitled but not obliged to set, monitor, notify you, or vary the Meter Capacity and/or Annual Quantity.

Deemed Contract Terms

2.14 Clauses 2.14 to 2.20 apply to you if you become a customer in accordance with Clause 2.6, or if your Contract completed in accordance with clause 2.2 has been terminated.

2.15 Where you become a customer in accordance with Clause 2.6, you agree that although you have not entered into an express contract with us, because you are receiving the Supply at the Property you will pay us for the gas Supplied to the Property in accordance with the Deemed Contract Rates, which are detailed in our Website.

2.16 If you become responsible for gas at a Property (or have already done so) you must tell us the date you began to take Supply at the Property and the Meter reading(s) at that time. If you do not tell us this, we may need to assume that:

- 2.16.1 the start date of Supply to you is the day after the termination date for the outgoing customer; and
- 2.16.2 the opening Meter reading(s) for you is the same as the final Meter reading(s) for the outgoing customer.
- 2.17 If you are no longer going to be responsible for gas at a Property as you no longer own or occupy the Property, your Deemed Contract will end on the date that you notify us will be the last day you are responsible for gas at a Property and confirm the identity of the new owner or occupier, provided you notify us at least two (2) Working Days beforehand.
- 2.18 If you stop being responsible for gas at a Property and you do not tell us beforehand, your Deemed Contract will end two days after you notify us that you are no longer responsible.
- 2.19 Subject to the terms of clause 2.20, if you enter into a contract with another Supplier, your Deemed Contract will end on the date that your new supplier takes over your Supply.

2.20 For the avoidance of doubt, you shall remain liable for all Charges, including any Deemed Contract Rates incurred, prior to the date that your new supplier takes over your Supply.

3 Charges, Billing and Payments

- 3.1 The prices applicable to your Supply are set out in the Quotation Document (or, in our sole discretion, such later date as we may notify to you in writing, provided always that such notice shall not be less than thirty (30) days).
- 3.2 A breakdown of the Charges applicable to your Supply are set out in the Quotation Document and these terms and conditions. You can find out more about the Charges on our Website. You will also be charged any taxes that apply to your Supply which may change during the Supply Period, including but not limited to VAT the rate of which may change from time to time.
- 3.3 Please note that:
- 3.3.1 Transportation Costs and Operational Costs are still payable by you for any Meters which remain in operation, even if they are not consuming gas; and,
- 3.3.2 Metering Costs and Operational Costs are still payable by you for any Meters which remain on the Property, even if they are not connected.
- 3.4 If we provide you with Additional Services, we will agree the price with you before we supply the Additional Services and the applicable supplementary charges will be included on your bill.

National Transmission System Exit Capacity Charges

- 3.5
- 3.5.1 Where any of your Meters are connected to the National Transportation System, we will, upon becoming the registered supplier, also become liable for the enduring capacity for that Meter. This status will require us to confirm the exit capacity for that Meter to National Grid on an annual or other basis as legislation and regulation requires. In order to enable us to confirm the exit capacity required you will use your best endeavours to provide us with such information as we reasonably require from you. The information will be provided in good faith and you will notify us as soon as you become aware of changes, errors or omissions in the information given.
- 3.5.2 The Capacity Charges relating to the Meters connected to the National Transmission System will be passed through to you as set out in the Quotation Document during the Supply Period. Where we remain liable for the Capacity Charges arising after or applying in respect of any period beyond the Termination Date of this Contract, we will bill you for these costs on a pass through basis. Please note that you shall be liable for and will pay the Capacity Charges payable by you in accordance with the terms of the Contract both before and after the Termination Date until such time as the enduring capacity obligation has transferred to your new registered supplier.
- 3.5.3 Following termination of the Contract both Parties will use their reasonable endeavours and will work together in good faith, to arrange for the transfer of the enduring capacity obligation to your new registered supplier.

Billing and Payments

3.6 You will receive a bill or statement of account as regularly as specified in the Quotation Document.

3.7 We will try to bill you based on your actual consumption. If we do not have your actual Meter readings or believe, acting reasonably, that the Meter reading is inaccurate we may bill you based on estimates, in which case we will reconcile any over-charge or under-charge when we have received your actual Meter reading. For the avoidance of doubt, where you are a Micro Business Consumer, we will undertake such reconciliation within a period of 12 months from the date of identifying any such over-charge/under-charge.

3.8 Please pay your bill in the way stated in the Quotation Document unless we agree to a different payment method. If you fail to make payment in the way stated in the Quotation Document, we shall be entitled at our sole discretion to change your payment method and if we do this, we will notify you of this in writing. If you pay by a different payment method, or if we change your payment method in accordance with this clause, additional charges may apply. You must make payment of your bill in full without set off, deduction or counterclaim.

3.8A You must submit a remittance to us in respect of each payment made (or credit as the case may be) at the time you make such payment (or credit) (and in any event no longer than fourteen (14) days after such payment (or credit) is made). All remittances shall include (without limitation) the relevant invoice and credit note references and values pertaining to such invoices and credit notes. If you fail to provide a remittance within three (3) months of the date of payment (or credit), we reserve the right to allocate the relevant payment (or credit) to, at our absolute discretion, (1) the earliest liability of you to us; or (2) as we otherwise see fit.

3.8B You must deduct any credit note issued to you from a payment at the time the credit note is issued (and in any event no longer than fourteen (14) days after such credit note is issued). If you fail to deduct a credit note from a payment within three (3) months of the credit note being issued, we reserve the right to allocate the relevant credit to, at our absolute discretion, (1) the earliest liability of you to us; or (2) as we otherwise see fit.

3.9 If you, acting reasonably and in good faith, do not think that your bill is correct please notify us as soon as possible, setting out the reasons for this view. Please note that you must pay any part of your bill that is not in dispute, and thereafter you must pay any outstanding amounts due without delay once the dispute has been resolved.

3.10 If at any time during or after the Supply Period, one or more elements of the Charges are found to have been incorrectly calculated or wrongly omitted or included in any bill (or where Charges are based on Settled Data), then we shall issue a Reconciliation Invoice in respect of the same. For the avoidance of doubt, this Clause 3.10 survives termination of the Contract.

3.11 We shall be entitled to vary any Pass-Through Cost element of the Charges by a reasonable and proportionate amount, at any time during the Supply Period, so as to minimise the amount of any Reconciliation Invoices. We shall provide reasonable notice in such circumstances, together with evidence to demonstrate why the Charges have been varied and to support our substitute Charges.

3.12 If you have, or expect to have, a problem in paying us, please let us know as soon as possible. We may be able to provide guidance to help you reduce your gas costs.

3.13 We have the right to charge you interest if you are late in paying any debt that you owe to us. This will be charged at an annual rate of 8% above the Bank of England's base lending rate applicable at the time.

3.14 If you are entitled to a refund should you leave ENGIE as your account is in credit following receipt of a final meter reading from you, we will issue any such refund due to you, which in the case of Micro Business Consumers will be within 14 days of your end of Contract bill. If you pay by direct debit, the refund will be made to the relevant bank account. If you pay by any other method, a cheque will be issued for the refund amount.

3.15 For the avoidance of doubt, if you request an alteration or correction to a bill (howsoever arising) following issue, the payment date specified in the original version of the bill shall remain applicable notwithstanding the issue of an updated bill, or date thereof.

Backbilling

3.16 If you are a Micro Business Consumer, we will only Invoice you in respect of any Charges for the Supply which arise within the 12 months before the date of our Invoice, unless:

- 3.16.1 we have issued an Invoice and you have failed to make payment, in which case we are entitled to continue to claim for such Charges;
- 3.16.2 we have been unable to issue an Invoice for the correct amount of gas consumed due to your obstructive or unreasonable behaviour;

3.16.3 or
OFGEM permits or instructs us to do otherwise.

4 Meters

Ownership of Meters

4.1 Please note that you will be responsible at all times for the Meter at the Property which should be in good working order and meet the required industry standards, Acts and Industry Agreements to enable us to Supply you. If we require to install, replace, enlarge, extend or renew any mains, pipes, or other plant or equipment to allow you to receive a Supply of gas to the Property, this will at your cost as detailed in our Website.

4.1 A If we intend to install a Smart Meter at your Property and you wish to refuse such installation, you must tell us in writing. You can do this by contacting our Customer Services by e-mail at customer.service@energysupply.engie.co.uk or by writing a letter to our Customer Services team (the contact details for which are set out in our Website).

4.2 The Meter reading will be evidence of how much gas we have Supplied to you. You should provide us with actual meter readings on a regular basis, and no less than the frequency we notify to you from time to time. If you believe, acting reasonably, that the Meter reading is wrong, we will arrange to have the Meter tested. If the Meter is found to be working correctly within acceptable industry limits, the cost of such testing will be met by you. We will advise you how much this will be in advance of arranging the test; for the avoidance of doubt, You will continue to pay invoices hereunder based on our estimate of your consumption during any such period of Meter testing.

Maintenance of Meters

4.3 We shall not be responsible for checking the suitability of Meters. You shall ensure that all Equipment installed is kept in proper order for registering the quantity of gas supplied to each Meter.

4.4 You will pay for any work deemed necessary and undertaken by us to ensure that the Meter(s) is/are appropriate and meet the necessary standards.

4.5 You warrant that Meters installed at the Property are stamped in accordance with Section 17 of the Acts. You shall inform us immediately if you know, or have reason to believe, that any meters are no longer stamped.

4.6 We are entitled to require that a Meter be removed, repaired or replaced where we consider it to be damaged, incorrectly recording data, past its certification date or incorrect for the product structure, and you are required to notify us immediately where you become aware of or suspect any such circumstances.

4.7 You shall ensure that there is a contract between you and an appropriate Agent for each Meter and where no such contract is in place then we shall be entitled to appoint an alternative Agent and recover from you all costs and expenses incurred by us as a result of doing so.

Agent Appointment

4.8 We will appoint all Agents on your behalf except in the below circumstances;

4.8.1 where you have indicated that there is a direct arrangement between you and an accredited Agent to provide Agent services, we will make reasonable endeavours to appoint this Agent on your behalf; and,

4.8.2 you will be responsible for ensuring a direct contract is in place between you and an accredited Agent.

4.9 Where Agents appointed through a direct agreement with you are not performing to published industry standards and procedures, we reserve the right to appoint replacement alternative Agents at your cost and at no liability to us.

4.10 You shall comply with and act in accordance with best industry practice in relation to the appointment of Agents and shall also comply with the RGMA (Review of Gas Meter Arrangements), including but not limited to the requirement to provide file flows and information relating to any changes of Equipment.

4.11 Where you wish to use an Agent other than those which we recommend then you shall notify us of any such preferred Agent(s) which you wish to use and you shall indemnify us in respect of all costs which arise from your choice of Agent.

4.12 You are responsible for maintaining the Equipment and shall ensure

insofar as it is required by law that the Equipment is;

4.12.1 appropriate;

4.12.2 meets all the appropriate standards; and

4.12.3 is kept safe and secure, including from weather damage and third party interference.

4.13 We shall not be responsible for checking the suitability of Equipment. You will pay for any work deemed necessary and undertaken by us to ensure that the Equipment is appropriate and meets the appropriate standards.

4.14 You shall provide protection for the Transporter's Equipment against damage by weather, physical damage and third party interference.

4.15 You shall provide to the Transporter, free of charge, supplies of power, water and drainage as are required for the Transporter's Equipment.

4.16 Where the meter status or classification changes during the Supply Period then we shall be entitled to recover any costs which arise as a result of such changes.

4.17 You shall report any escape or suspected escape of gas to the Transporter's emergency service.

Automated Meter Reading

4.18 In accordance with the standard conditions of our gas supply licence, all Meters consuming above 25,000 therms annually must have an AMR enabled Meter.

4.19 You accept and agree that if your meters are not compliant with this legislation we will be entitled to exercise the access as set out below to your Property in order to install an AMR device to your Meter at your cost.

4.20 We confirm that the AMR device installed will be compliant with the legislation and will be installed by a fully qualified engineer.

4.21 If a meter exchange is required, we will inform you and obtain your approval to carry out the work at your cost in advance.

4.22 Any costs associated with the installation of the AMR device and/or meter exchange will be subject to your prior agreement, such agreement not to be unreasonably withheld or delayed.

4.23 Where available, we may, at our discretion, use consumption data collected via any AMR system installed at any of your Meters for the purposes of calculating the Charges.

Access

4.24 You shall provide our contractors, any Agent and any other relevant party with, safe, full, free and unobstructed access to the Property including the Meter and all associated equipment for the purposes of reading the Meter and for any other reason associated with your Supply, including to install, remove, replace, reprogram or maintain the Meter or any other equipment. If access is obstructed, you must remove this obstruction at your own cost and we may need to charge you for additional costs incurred by us as a result of such obstruction. You shall provide all reasonable assistance to all contractors, Agents or other relevant parties at the Property and conduct site inductions as necessary.

4.25 If we need to relocate a Meter or replace a Meter with another Meter for any reason, we may charge you for the related costs; provided that where a traditional meter is replaced with a Smart Meter, we would not anticipate charging you for the cost of the Smart Meter unit (but you may be responsible for any ancillary costs incurred in such installation, including, but not limited to, signal boosters, high gain aerials and connections).

4.26 If we or our contractors need to visit the Property, you will be provided with a minimum four hour appointment window. If you qualify as a Micro Business Consumer and the person attending fails to make it to the appointment or rearranges less than twenty four (24) hours prior to the appointment without your agreement, you are entitled to £30 (thirty pounds) compensation.

4.27 We may, at our absolute discretion, agree in writing to a written request from you that Meter(s) in addition to those detailed in the Quotation Document are added to the Contract.

Transporter

4.28 The Supply to a Meter is delivered through infrastructure operated by the Transporter;-

4.28.1 the Transporter will only be liable to you in accordance with the limitations in this Clause 4.28 and up to the prevailing maximum per

calendar year contained in the NTS at the relevant time;

- 4.28.2 The Transporter shall be entitled and have the ability to enforce the provisions of this Clause 4.28 by virtue of the Contracts (Rights of Third Parties) Act 1999 and such clauses may not be varied without the prior written consent of the Transporter. No other person shall be entitled to enforce any terms of this Contract under that Act.

Safety and Emergencies

4.29 In certain circumstances, your Supply may be interrupted by third parties. For example:

- 4.29.1 to avoid danger to persons or property; or
- 4.29.2 if it is unlawful to continue your Supply; or
- 4.29.3 if maintenance to the local distribution system(s) is required.

4.30 We are not responsible for any losses incurred should your Supply be suspended in the circumstance set out in clause 4.29 and/or in an emergency or for safety reasons. You shall notify us of the content of any directions received from the Transporter requiring you to reduce or cease gas consumption. In the event that the foregoing circumstances apply, and/or you fail to comply with such directions, you shall be liable in respect of all costs, losses or expenses incurred by us as a consequence.

4.31 Notwithstanding any provision of this Contract, for the duration of a Pipeline System Emergency we shall be entitled, at the request of the Transporter or any person authorised under Section 7A(2) of the Act to make arrangements for the conveyance of gas to the Meters, to discontinue the supply of gas to any Meter.

4.32 Notwithstanding any other provision of this Contract, if we are given a direction under Section 2(b)(i) of the Energy Act 1976 prohibiting or restricting the supply of gas, then, for the purposes of or in connection with the direction, we may discontinue or restrict the supply of gas to the Meters and you shall comply with such directions until further notice from us.

4.33 If you believe that your Meter or any other metering equipment may be damaged, you must let us know immediately.

4.34 If there is a major emergency affecting a network operator and the government gives a direction under the Fuel Security Code, we may recover from you a reasonable proportion of the additional costs suffered by us as a result of such direction.

Data Retrieval

4.35 If you are a Micro Business Consumer and have a Smart Meter at your Property, you agree that we can retrieve data from your Smart Meter on a half-hourly basis.

5 Ending the Contract

Moving Premises

5.1 If you are moving from the Property, please provide accurate readings to us at least two (2) Working Days before the day you move. Please note that you shall continue to be liable for Charges payable under this Contract until responsibility for them is assumed by a new owner or occupier of the Property (whose details you should provide to us), or supply is permanently Disconnected by us or the DNO. Furthermore, if we have reasonable grounds for believing that you are seeking to effect a change of tenancy/occupancy to a Related Entity, we may at our sole discretion not bring the Contract to an end, in which case we will write to advise you.

5.2 Please provide us with a final Meter reading on or around the day that you move out in accordance with clause 5.1. Subject to the terms of clause 3, this will be used to calculate your end of Contract bill, which in the case of Micro Business Consumers will be within 6 weeks.

Leaving us

5.3 If you wish to discontinue consumption of gas at any Meter during the Supply Period whilst you continue to lease or occupy the Property or own such Meter then, until such time as the relevant Meter(s) is/are Disconnected and the Meter is removed you will be liable in respect of:

- 5.3.1 all on-going Transportation Costs, Metering Costs, Supply Costs and other ancillary costs associated with such Meter, including those accruing to the Meter after Disconnection or Isolation;
- 5.3.2 all Disconnection and Isolation costs; and
- 5.3.3 all meter removal costs.

5.4 Where you discontinue the consumption of gas at any Meter during the Supply Period (including where Disconnection or Isolation has occurred),

we shall be entitled to sell any gas forward purchased by us for delivery to that Meter on the wholesale market.

5.5 Where the Contract contains a Product Appendix with a sellback provision, any sellback required under Clause 5.4 will, where your Product Appendix permits, be dealt with and invoiced in accordance with the terms of that Product Appendix.

5.6 Where the Contract does not contain a Product Appendix and the sell back pursuant to Clause 5.4 results in a Mark to Market Loss, we shall provide you with a separate bill for that amount, which bill will be payable fourteen (14) days after the date of bill.

5.7 You shall not be entitled to remove a Meter from this Contract where such Meter is the only remaining Meter under this Contract.

5.8 If gas is not used at any Meter for a period in excess of six (6) consecutive calendar months we may, at our sole discretion, arrange for the Disconnection or Isolation of the Meter and you shall be liable for a reasonable administration fee and all costs incurred as a result of such Disconnection or Isolation.

5.9 Where any Meter is removed pursuant to this Clause 5, the provisions of the Quotation Document shall, to the extent agreed to by us, be amended or be deemed to be amended as appropriate to take account of such sale, disposal or termination of the use of the Meter.

5.10 If, at any time following signature of the Contract, the Contract terminates before the end date as set out in the Quotation Document, we shall be entitled but not obliged to charge you the Termination Sum. Both Parties are commercial entities and acknowledge and agree this is fair compensation for you choosing to leave the Contract prior to the contracted end of your Fixed Term Contract.

5.11 We may object to your transfer to a new supplier;

- 5.11.1 if you owe us money; or,
- 5.11.2 you are in breach of this Contract,

in which cases we will write and tell you that we are doing so. Please note that this may delay your transfer until all debt owed to us by you is paid and/or any breach(es) remedied.

5.12 Where you request that we enter an annulment on your behalf in respect of the transfer of any Meter, we will use reasonable endeavours to enter an annulment under the customer transfer process in accordance with the Industry Agreements to prevent an alternative supplier from registering the Meter Point. We accept no liability in respect of any act or omission we may make in respect of annulments. We are only able to enter an annulment if you notify us at least two (2) Working Days prior to the start date of any supply contract you have entered into with an alternative supplier.

If we are in breach

5.13 You may terminate this Contract upon written notice to us where:

- 5.13.1 we are in material breach of any of our obligations under this Contract, and such breach has a material adverse impact on your business and we have not remedied such breach within fourteen (14) days of receipt of written notification from you; or
- 5.13.2 we become Insolvent (as such term is defined in Section 123 of the Insolvency Act 1986) or a receiver, administrator, administrative receiver or liquidator is, or applies to be, appointed over any of our assets or we enter into any arrangement with our creditors.

5.13A A Following termination under this clause 5.13, we may sell all forward purchased gas on the wholesale market and invoice or credit you respectively for any Mark to Market Loss or Mark to Market Gain arising as a result of such sell back. Such Mark to Market Loss or Mark to Market Gain shall be included in a final bill and paid by the paying party to the other within fourteen (14) days of the trading position being settled in the market.

If we need to end the Contract

5.14 We may need to end the Contract immediately and/or, disconnect your Supply if you:

- 5.14.1 do not comply with the terms of the Contract;
- 5.14.2 act fraudulently;
- 5.14.3 have interfered with your Meter or if we reasonably believe that you have stolen gas;
- 5.14.4 have insolvency or bankruptcy proceedings brought against you (or you have otherwise dissolved your legal entity (whether solvent or insolvent)); or
- 5.14.5 if we are unable to continue to supply your current product due to and Event Outside Our Control, in which case we may need to end

- your contract and will offer you an alternative product.
- 5.14.6 you default in paying amounts due to us by the applicable payment dates three (3) times in any twelve (12) month period;
- 5.14.7 if the credit insurance policy, Security Deposit, or other form of credit support obtained on or before the start of Supply under this Contract, or put in place at any time during the Supply Period is withdrawn, reduced, amended, shortened, is no longer sufficient, the terms are breached, or conditions which are unacceptable to us are applied, or if the credit standing, rating or scoring given to you by our credit insurer or such other credit reference agency we use from time to time to assess your creditworthiness, is withdrawn, reduced, shortened or falls below a level which is acceptable to us; or
- 5.14.8 if we have been unable to register any Meter within forty (40) Working Days for any reason whatsoever.
- 5.15 Where you are in breach of the Contract in accordance with any of the provisions of Clause 5.14, then we shall be entitled to all or any combination of the following remedies:
- 5.15.1 terminate this Contract for any or all of the Meter(s) under the Contract immediately on written notice to you, unless you have dissolved your legal entity (whether solvent or insolvent) in which case this Contract shall terminate immediately without notice on the date of the dissolution;
- 5.15.2 arrange for the Meter(s) to be Disconnected or Isolated immediately (and we shall be entitled to exercise access rights in doing so) and while any breach persists we shall be entitled to Disconnect or Isolate Meter(s) on more than one occasion, together with being entitled to recover from you the costs incurred in such Disconnections or Isolations;
- 5.15.3 sell any gas forward purchased for delivery to any or all of the Meter(s) after the date of the breach on the wholesale market;
- 5.15.4 recover from you all costs and losses incurred as a result of such breach, including any Mark to Market Loss;
- 5.15.5 vary any Product Appendix so as to mitigate our risk, including by restricting your right to purchase forward until such time as any breach is remedied;
- 5.15.6 increase our Charges by a reasonable and proportionate amount (which may include placing you on our Deemed Contract Rates). In determining any such increase, we will give consideration to potential and other increased risks and/or costs to us that may arise as a result of your breach;
- 5.15.7 bill you on a weekly basis and the invoicing date shall automatically become the weekly anniversary of the date on which we issue a first bill to you and the applicable payment date shall be automatically amended to the date seven (7) days after the applicable payment date;
- 5.15.8 bill you in advance of your consumption, such bill to be based on our reasonable estimate of your gas consumption over a full month in advance of the start of the applicable consumption period to which that bill relates. For the avoidance of doubt, we will then have the right to reconcile that bill to your actual consumption of gas following that consumption period; and
- 5.15.9 request a Security Deposit to be provided within ten (10) Working Days of such a request; and
- 5.15.10 where clause 5.14.8 applies and the parties have entered into a contract or contract(s) in respect of the same Meter Point(s) for any subsequent period(s), we shall immediately terminate any such subsequent supply contract and we shall have no liability in respect of such termination.
- 5.16 The termination of the Contract and/or the termination of the Supply to any Meter shall not affect any rights or obligations which may have accrued to either Party, and/or the Transporter prior to the Termination Date.
- 5.17 We will give you at least thirty (30) days' notice before disconnecting your Supply.
- 5.18 We must end this Contract immediately if we no longer have the relevant licence to Supply your Property or if OFGEM or any other governmental or regulatory body or authority issues a direction (including a supplier of last resort direction) to another supplier to take over the Supply of your gas.

Fixed Term Contracts

- 5.19 If you have a Fixed Term Contract:
- 5.19.1 we will not extend that Fixed Term Contract without your agreement; and,
- 5.19.2 if you are a Micro Business Consumer, we will send you a statement of renewal terms between 30 and 60 days before the Fixed Term Contract is due to end.

Resumption of Supply

- 5.20 Where a Meter has been Disconnected, we may agree to resume any Supply (at our absolute discretion), provided you pay us in advance of

such reconnection or re-energisation, any amounts we request, including but not limited to (i) all reconnection or re-energisation charges; (ii) any other costs which we notify you will be reasonably incurred by us; (iii) any Security Deposit; and (iv) all outstanding sums in full. Electricity supplied to you following any reconnection or re-energisation will be charged at our Deemed Contract Rates.

6 Changes to the Contract

6.1 We may issue a revised Contract to you to the extent reasonably required to take into account any changes to the Acts, Industry Agreements or other statutory, regulatory, or common law provisions which are applicable to the gas supply industry as a whole. This may include changes to the Charges to reflect any industry changes, market changes or price volatility. Such changes may come into effect on the day of notification and in such circumstances we will write to advise you of the changes and explain the impact on the Contract. If these changes occur, we may alter these terms, but only to the extent required to reflect any new obligations and/or costs placed upon us.

6.2 If we become aware that your anticipated consumption may exceed two million therms, we shall be entitled (but not obliged) to vary the Terms and Conditions applicable to the Contract. Such changes may come into effect on the day of notification and in such circumstances we will write to advise you of the changes and explain the impact on the Contract.

7 Liability

7.1 Subject to the terms of Clause 7.3, if we are responsible for any loss or damage that you suffer arising out of or in connection with the Contract, our liability to you will be a maximum of £100,000 (one hundred thousand pounds) for each event or series of events that causes you loss.

7.2 Subject to the terms of Clause 7.3, we will not be responsible for:

- 7.2.1 any direct or indirect financial loss or damage, for example loss of profit, income, business, contract or goodwill, or any indirect or consequential losses;
- 7.2.2 any losses that we could not have reasonably foreseen at the time of entering into the Contract;
- 7.2.3 any losses suffered as a result of a third party (however this is caused);
- 7.2.4 any losses that are due to your acts, omissions, negligence or default; or,
- 7.2.5 any loss due to the action, inaction or default by the Transporter or Agent, including the Transporter disconnecting any Meter.

7.3 Nothing in the Contract limits our responsibility for death or personal injury caused by our negligence, or for fraud.

7.4 This Clause 7 shall survive the termination of the Contract.

7.5 Where any of the Industry Agreements requires the Transporter and/or us to do anything which may affect the Supply to the Meter, neither we, nor the Transporter, shall have any liability for any loss or damage suffered by you for complying with that requirement.

8 How we use your personal information

8.1 You acknowledge and agree that we may use the information that you provide to us (or that we receive from any Meter, Smart Meter or any other associated device) and/or may pass it to any third party for the purposes only of:

- 8.1.1 performing our obligations under the Contract;
- 8.1.2 offering you other services;
- 8.1.3 improving the service that we provide to you, including to train our staff;
- 8.1.4 preventing and detecting debt, fraud including energy theft and loss, this includes but is not limited to us, TRAS and other fraud prevention agencies keeping a record of your information which may include information relating to your property type and energy consumption as well as sensitive personal information including that relating to criminal convictions for the purposes of preventing and identifying energy theft;
- 8.1.5 creating statistics and analysing customer information (for example, energy used or other similar information);
- 8.1.6 providing information on our customers if our business is to change ownership;
- 8.1.7 providing information if we are asked to do so, including where we are required to do so by any law, or governmental or regulatory body, including OFGEM; and,
- 8.1.8 providing information to energy industry parties in order to investigate and/or facilitate industry related processes and infrastructure.

8.2 You may be able to opt out of your information being used as set out above in some circumstances. Please contact Customer Services by e-mail at

customer.service@energysupply.engie.co.uk or call us on 0800 130 3600 to do so, or if you have any questions on how we use your personal information.

8.3 You agree and consent to us instructing and undertaking, prior to or at any time during the Supply Period:

8.3.1 searches at any licensed credit reference agency for publicly held information on your business, or in the case of you being a sole trader or a partner in a non-limited liability partnership, also information held on you personally; and

8.3.2 searches at any fraud prevention agency for information on your business, or in the case of you being a sole trader or a partner in a non-limited liability partnership, also information held on you personally; and,

8.3.3 searches by any other third parties for the purpose of facilitating our collection of debt due from you under the terms of this Contract.

8.4 You agree that we may obtain information from your previous energy supplier. Similarly, you agree that we may provide information about you to a new energy supplier should you move from us in the future.

8.5 The Parties acknowledge that ENGIE Gas Limited is the Data Controller in respect of any personal data that you provide to us in accordance with this Contract. Please refer to our Privacy Policy available at <https://www.engie.co.uk/privacy-policy/> for further details, including how to contact us and your rights. We will always handle your personal data in accordance with the Data Protection Act 2018 and any sensitive personal information will be protected using additional security controls.

9 Complaints

9.1 If you wish to make a complaint, please contact Customer Services in the first instance. You can do this in writing, by e-mail or by telephone, the contact details for which are set out in our Website.

9.2 Your complaint will be handled in accordance with our Complaints Process, a copy of which is available at <https://www.engie.co.uk/energy/customer-area/complaints/>. We can send you a copy of this upon your request.

9.3 Customer Services will do their best to resolve your complaint. Please note that, if you are a Micro Business Consumer and remain unhappy with our resolution of your complaint, or if your complaint has not been resolved within 8 weeks of the date you told us about it, you may refer the matter to the Ombudsman Services. The service is free and independent, and we are bound by their decision. For the avoidance of doubt, You will continue to pay invoices hereunder based on your consumption or our estimate of your consumption during any such period of dispute.

10 General Terms

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

10.2.1 we will contact you as soon as reasonably practical to notify you; and

10.2.2 our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.

10.3 This Contract and any document referred to in it are the entire agreement between you and us and supersede all prior agreements between you and us.

10.4 Nothing in the Contract affects your statutory legal rights.

10.5 You must not transfer any of your rights or obligations under the Contract without our prior written consent.

10.6 We can assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of our rights (including the right to recover unpaid Charges) or interests and liabilities under the Contract, and/or sub-contract any of our obligations under the Contract, in each case without your prior consent.

10.7 If we have not enforced a particular clause, this does not mean that we will not or cannot or have waived the ability or right to take action in the future.

10.8 Communications with you may be recorded for training and quality control purposes. This includes telephone calls, web chat and emails.

10.9 Where you provide us with a valid email address, you agree to receive communications by email and also agree that an e-mail constitutes a written communication for the purposes of the Contract, unless you have notified us of a different preferred method of communication. Written notice sent by First Class post, by hand or by email will be considered delivered one (1) day after it was sent. This will not apply to email if the sender has received a message by return saying that the email has not been delivered.

10.10 If due to our insolvency, a supplier of last resort is required pursuant to the Industry Agreements, we may transfer the Contract (or our future rights and obligations under the Contract) to any entity that has the necessary statutory authorisations, and you agree that with effect from such date of notification, you accept such entity as supplier in substitution for us.

10.11 Subject to the terms of clause 10.4, the rights and remedies provided for by this Contract are exhaustive and exclude and replace all substantive (but not procedural) contractual rights or remedies expressed or implied by law.

10.12 If a court or other governmental or regulatory authority decides that one or more of the terms of the Contract is not valid, all other terms will remain in force.

10.13 Except as provided herein, no third party is entitled to enforce any term of the Contract whether pursuant to Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.14 Where you engage a TPI to act on your behalf;

10.14.1 we will only discuss your Contract with a TPI who exhibits a signed Letter of Authority;

10.14.2 we have the right to assume any signed Letter of Authority has been validly executed by a person with requisite authority to provide such a letter;

10.14.3 where we receive a Letter of Authority, we have the right to assume the TPI has the required authority to act on your behalf in respect of all matters detailed in the Letter of Authority, including where applicable entering into the Contract on your behalf; and,

10.14.4 you acknowledge that in such circumstances:

(a) you have engaged the TPI to act on your behalf;

(b) the TPI does not work for us and is not our agent or representative;

(c) the TPI has the authority to act in accordance with the Letter of Authority;

(d) you understand that in consideration of introducing you, the sums payable under the Contract may include commission paid to the TPI. If you have any queries pertaining to such commission, please contact your TPI;

(e) you acknowledge that any subsequent complaint or issue you may have with the TPI should be raised with the TPI directly, and we will not be responsible for reimbursing any sums to you in the event of any such dispute; and,

(f) this Contract is between you and us.

10.15 Following the Termination Date, we shall be entitled to provide data attributable to your Supply to third parties without your consent to enable such third parties for the purpose of providing you with a quotation(s) for supply.

10.16 The laws of England and Wales, or Scotland (as applicable depending on the location of the Property), apply to the Contract.

10.17 We promote a safe and fair working environment for our employees and operate a zero tolerance policy for abusive or threatening behaviour towards our staff and company. Any form of inappropriate, intimidating or explicit behaviour, personal abuse, or language reasonably considered to be abusive (including swearing), will be logged and reported to senior management. In such circumstances, we shall have the right to review such behaviour and shall be entitled to any of the remedies set out in clause 5.15.

11 Terms of Interruptible Supply

11.1 Where your Meter(s) is/are designated as "Interruptible" then the following supplementary terms and conditions shall apply in addition to Clauses 1 to 10 inclusive. The following definitions shall apply to the provisions of this Clause 11:-

"Day of Interruption" shall have the meaning set out in clause 11.9.2;

"Interruptible Period" means the period of time during which a supply of gas to a Meter is designated as an Interruptible Supply of gas by the Transporter;

"Interruptible Supply of Gas" means a supply of gas to a Meter that in respect of an Interruptible Period is designated an Interruptible Supply by the Transporter;

"Interruptible Supply Point" means the outlet of your control valves for Meter deemed by the Transporter to be interruptible;

"Interruption" means the interruption of the offtake of gas from an Interruptible Supply Point as required by the Transporter for operational purposes in accordance with the management of the gas network and reference to **"Interrupt"** or **"Interruptible"** shall be construed accordingly;

"Interruption Notice" means a notice from the Transporter either directly or via us, to you instructing you to stop taking gas or in certain circumstances reducing your taking of gas at the Meter. We will provide notice as soon as practicable following receipt of the notification from the Transporter.

11.2 The Interruptible Supply at the Meter shall be subject to Interruption in accordance with the tender submitted by you and accepted by the Transporter.

11.3 For the avoidance of doubt, where Meter Capacity increases at a Meter following the acceptance of a tender outlined at Clause 11.2 above, such additional capacity shall be classified as firm until a tender is accepted by the Transporter.

11.4 Where Interruptible Supply Point Capacity decreases or that Interruptible Supply Point is subsequently re-classified as firm, we shall be entitled to vary Transportation Costs to reflect the resulting increase to our costs.

11.5 You may request that an Interruptible Supply Point is reclassified as firm at any time after the Transporter has accepted a tender for Interruptible Supply and where such reclassification is granted, the terms of Clause 11.4 shall apply.

11.6 You shall provide us with details of a manned twenty four (24) hour telephone contact and an email address and fax number for receipt of Interruption Notices in respect of the Interruptible Supply Point and you shall immediately notify us of any changes to these details.

11.7 In the event that the AQ at the Interruptible Supply Point is reduced, the Transporter may give you notice that the Interruptible Supply of gas is to be re-designated as firm.

11.8 You may be required to provide the Transporter with your best estimate of your gas consumption during the Interruption Period and, where you fail to do so, the Transporter may suspend payment of any option fees due to you and/or re-designate any Interruptible Supply Point as firm.

11.9 Where a Supply Point is Interruptible, then:-

11.9.1 the Transporter will issue an Interruption Notice in the event of a requirement to Interrupt the Supply;

11.9.2 upon receipt of an Interruption Notice you shall comply with the Interruption Notice and discontinue offtake in accordance with the terms of the Interruption Notice. Any period of Interruption on any Day (as specified in the Interruption Notice) shall cause that Day to be designated as a Day of Interruption;

11.9.3 if your Interruptible Supply Point is covered by a Firm Allowance (as defined in the Industry Agreements) you shall ensure that no gas exceeding the Firm Allowance shall be taken within an Interruption Period;

11.9.4 you may only resume taking a supply or a supply in excess of the Firm Allowance (and in accordance with this Contract) from the time and Day specified in a notice to them from us;

11.9.5 you shall not use any other supply of gas to substitute the Interrupted supply under this Clause 11; and

11.9.6 you will reimburse us for all costs and charges imposed on us by the Transporter as a result of a failure by you to comply with an Interruption Notice.

11.10 If you fail to comply with an Interruption Notice then we shall be entitled to the remedies set out in Clause 5.14.

Interruptible Supply – Emergency

11.11 In the event of a gas supply emergency or potential emergency, including without limitation an event giving rise to a significant risk of reduction in the gas network, Supply Points with Interruptible Supply will be instructed to stop taking gas immediately. You shall turn off all Equipment at each Meter immediately should you receive an emergency Interruption Notice in relation to the Meter.

12. Green Gas

12.1 If you have requested that we supply You with Green Gas, we will supply you with Green Gas evidenced by Renewable Gas Guarantees of Origin,

provided always where there is change to the scheme governing Green Gas and/or Renewable Gas Guarantees of Origin (including abolition or material variation, or material impairment of use, of such guarantees) which prevents us for whatever reason from supplying Green Gas and/or applying Renewable Gas Guarantees of Origin as intended under this clause 12.1, we will provide you with notice of such change and confirm the date on which this Contract shall end (being not less than thirty (30) days from the date of our notification to you). During the notice period, we will act in good faith to agree a new supply contract with you.

13. Energy Bill Relief Scheme

13.1 For the purposes of this clause, Energy Bill Relief Scheme ("EBRS") means the energy bill relief scheme as applicable to non-domestic customers in Great Britain, as set out in The Energy Prices Act 2022 and The Energy Bill Relief Scheme Regulations 2022 (being the "Regulations") (each as may be amended, replaced or supplemented from time to time) and any decision, direction, rules, guidance, order or interpretation of such Legislation issued by the Authority or any governing body in respect of the EBRS.

13.2 The following provisions shall apply in respect of the EBRS:

13.2.1 We are mandated and obliged to comply with the EBRS.

13.2.2 The eligibility criteria and the value of any discount applicable are determined solely by the EBRS, and are outside our control.

13.2.3 Where you are eligible, we will apply the discounts provided for in the EBRS to your Invoices.

13.2.4 Where a discount is incorrectly applied as a result of our act or omission, we will correct the error within a reasonable period after becoming aware. Where a discount is incorrectly applied for any other reason, including but not limited to as a result of an act or omission of you, the administrator of EBRS or any other third party, we will use reasonable endeavours to correct the discount.

13.2.5 Where the discount is subject to a bona fide dispute, you must pay all undisputed portions of the applicable Invoice by the Payment Date.

13.2.6 Except to the extent that such liability arises as a direct result of our act or omission, we shall have no liability to you whatsoever:

13.2.6.1 for any costs, losses, liabilities or expenses you may incur as a consequence of, or in connection with, the EBRS; and/or

13.2.6.2 in respect of discount amounts when we are no longer able to claim sums from the EBRS, regardless of the circumstances.

13.2.7 We shall be entitled but not obliged to reconcile the EBRS discounts at any future date, including but not limited to:

13.2.7.1 where we are entitled to perform a reconciliation in accordance with the terms of the Supply Contract; and

13.2.7.2 where necessary to ensure that the correct discount has been applied.

13.2.8 In the event we are required to pay any amount to the administrators of the EBRS in respect of the discounts applied to your invoices (for whatever reason), we shall be entitled to claim such amount from you and you will indemnify us for such amount on demand.

13.2.9 Subject to clause 13.2.10, you are entitled to opt-out of the EBRS in respect of any billing period, month or for the duration of the EBRS. Should you require to do so, you must notify us in writing specifying the period of the opt-out which may be past, present or future. You are also entitled to withdraw your opt-out notice upon written notice to us. The withdrawal shall take effect from the date specified in the notice (such date to be no earlier than the date of the withdrawal notice). We cannot accept instructions on your behalf from any third-party in respect of opt-out or withdrawal of opt-out.

13.2.10 You shall not be entitled to opt-out of the EBRS where:

13.2.10.1 the Supply Contract relates to a property for which you are the landlord but are not the end user of the energy supplied; or

13.2.10.2 you are the lead party pursuant a joint purchasing agreement of which the Supply Contract forms part but are not the counterparty to the applicable Supply Contract.

13.2.11 Where you reasonably expect to be supplied with energy in excess of 0.5GWh during the twelve months from 1st October 2022 or to be supplied with energy at a maximum rate exceeding 0.5MW at any time during the Supply Period and either:

13.2.11.1 you have any arrangement in place (other than pursuant to this Supply Contract) in respect of any period during the EBRS that results in your overall financial exposure in respect of the wholesale price of energy supplied to you being different to the exposure to the wholesale price of such energy under this Supply Contract; and/or

13.2.11.2 you have made arrangements under which (as applicable): (i) gas supplied to this Supply Contract may be used for the purpose of generating electricity (whether or not in conjunction with the production of heat); or (ii) electricity supplied under this Supply Contract may be stored by or for you,

then you may not be eligible for any or the full discount in respect of the energy supplied to you and you must: (i) declare this to us in writing immediately or in any event no later than the date required by the Regulations; and (ii) make yourself aware of the provisions of Part 4, Chapters 1 and 2 of the Regulations.

13.2.12 You shall indemnify us in respect of all costs, losses, liabilities and/or expenses that we incur as a result of your failure to comply with clause 13.2.11 and/or the applicable provisions of the Regulations.

13.2.13 If we perceive that you are trying to abuse the scheme (an "abusive arrangement"), we may reduce the base discount accordingly.

13.2.14 You acknowledge and agree that we are entitled to provide data to the administrators of the EBRS (and their professional advisors including, but not limited to, auditors) for the purposes of the EBRS and you shall provide all reasonable access to data, staff and information we may require in order to comply with the EBRS and any audit.

14. Energy Bill Discount Scheme

14.1 For the purposes of this clause, Energy Bill Discount Scheme ("EBDS") means the energy bill relief scheme as applicable to non-domestic customers in Great Britain, as set out in The Energy Prices Act 2022 and The Energy Bill Discount Scheme Regulations 2023 (being the "EBDS Regulations") (each as may be amended, replaced or supplemented from time to time) and any decision, direction, rules, guidance, order or interpretation of such Legislation issued by the Authority or any governing body in respect of the EBDS.

14.2 The following provisions shall apply in respect of the EBDS:

14.2.1 We are mandated and obliged to comply with the EBDS.

14.2.2 The eligibility criteria and the value of any discount applicable are determined solely by the EBDS, and are outside our control.

14.2.3 Where you are eligible, and discounts are applicable on the relevant dates, we will apply the discounts provided for in the EBDS to your Invoices. For the avoidance of doubt, where Charges are referred to as "Fixed" in the Quotation Document, the contract acceptance date for the purposes of EBDS is the date on which the Supply Contract is accepted into our system, which may not be the date you sign the Supply Contract or the date we countersign the Supply Contract.

14.2.4 Where a discount is incorrectly applied as a result of our act or omission, we will correct the error within a reasonable period after becoming aware. Where a discount is incorrectly applied for any other reason, including but not limited to as a result of an act or omission of you, the administrator of EBDS or any other third party, we will use reasonable endeavours to correct the discount.

14.2.5 Where the discount is subject to a bona fide dispute, you must pay all undisputed portions of the applicable Invoice by the Payment Date.

14.2.6 Except to the extent that such liability arises as a direct result of our act or omission, we shall have no liability to you whatsoever:

14.2.6.1 for any costs, losses, liabilities or expenses you may incur as a consequence of, or in connection with, the EBDS; and/or

14.2.6.2 in respect of discount amounts when we are no longer able to claim sums from the EBDS, regardless of the circumstances.

14.2.7 We shall be entitled but not obliged to reconcile the EBDS discounts at any future date, including but not limited to:

14.2.7.1 where we are entitled to perform a reconciliation in accordance with the terms of the Supply Contract; and

14.2.7.2 where necessary to ensure that the correct discount has been applied.

14.2.8 In the event we are required to pay any amount to the administrators of the EBDS in respect of the discounts applied to your invoices (for whatever reason), we shall be entitled to claim such amount from you and you will indemnify us for such amount on demand.

14.2.9 Subject to clause 14.2.10, you are entitled to opt-out of the EBDS in respect of any billing period, month or for the duration of the EBDS. Should you require to do so, you must notify us in writing specifying the period of the opt-out which may be past, present or future. You are also entitled to withdraw your opt-out notice upon written notice to us. The withdrawal shall take effect from the date specified in the notice (such date to be no earlier than the date of the withdrawal notice). We cannot accept instructions on your behalf from any third-party in respect of opt-out or withdrawal of opt-out. In accordance with the EBDS Regulations, if you provided an opt-out notice or withdrawal to us in respect of EBRS, the same action shall be treated as applicable to EBDS unless and until you notify us otherwise in accordance with this clause.

14.2.10 You shall not be entitled to opt-out of the EBDS where:

14.2.10.1 the Supply Contract relates to a property for which you are the landlord but are not the end user of the energy supplied; or

14.2.10.2 you are the lead party pursuant a joint purchasing agreement of which the Supply Contract forms part but are not the counterparty to the applicable Supply Contract.

14.2.11 Where you reasonably expect to be supplied with energy in excess of 0.5GWh during the twelve months from 1st April 2023 or to be supplied with energy at a maximum rate exceeding 0.5MW at any time during the Supply Period and either:

14.2.11.1 you have any arrangement in place (other than pursuant to this Supply Contract) in respect of any period during the EBDS that results in your overall financial exposure in respect of the wholesale price of energy supplied to you being different to the exposure to the wholesale price of such energy under this Supply Contract; and/or

14.2.11.2 you have made arrangements under which (as applicable): (i) gas supplied to this Supply Contract may be used for the purpose of generating electricity (whether or not in conjunction with the production of heat); or (ii) electricity supplied under this Supply Contract may be stored by or for you,

then you may not be eligible for any or the full discount in respect of the energy supplied to you and you must: (i) declare this to us in writing immediately or in any event no later than the date required by the EBDS Regulations; and (ii) make yourself aware of the provisions of Part 4, Chapters 1 and 2 of the EBDS Regulations. In accordance with the EBDS Regulations, if you provided a declaration to us in respect of EBRS, the same action shall be treated as applicable to EBDS unless and until you notify us otherwise in accordance with this clause.

14.2.12 You shall indemnify us in respect of all costs, losses, liabilities and/or expenses that we incur as a result of your failure to comply with clause 14.2.11 and/or the applicable provisions of the EBDS Regulations.

14.2.13 If we perceive that you are trying to abuse the scheme (an "abusive arrangement"), we may reduce the base discount, and in the case of any ETII supply contract (as defined in the EBDS Regulations), the increased discount, accordingly.

14.2.14 A ETII supply contract or QHS supply contract (as defined in the EBDS Regulations) may be entitled to additional discounts. If you are eligible, in order to receive such discounts, you are required to register on the Department of Energy Security and Net Zero's portal (the "Portal"). Before we apply any such discounts to your Invoices, we will check the Portal to confirm you have registered. Such registration is your responsibility, and except to the extent that such liability arises as a direct result of our act or omission, we shall have no liability to you whatsoever where you fail to do so. When registered, you will receive a certificate confirming your eligibility (being a ETII certificate or QHS certificate as defined in the EBDS Regulations). In the event any ETII certificate or QHS certificate is revoked at any time, you must notify us of the same immediately, in order for us to correct the discounts applied to your Invoices, although we shall be entitled to do so without your notification if, at any time, the Portal shows you are not entitled to receive such discounts.

14.2.15 You acknowledge and agree that we are entitled to provide data to the administrators of the EBDS (and their professional advisors including, but not limited to, auditors) for the purposes of the EBDS and you shall provide all reasonable access to data, staff and information we may require in order to comply with the EBDS and any audit.

GLOSSARY

In the Contract, when the following words are used they have the meanings shown below:

"Acts" means Gas Act 1986 as amended by Gas Act 1995 and any regulations made thereunder, both as amended or re-enacted from time to time;

“Additional Services” means any energy-related services that we agree to supply to you in addition to your Supply;

“Agent” means any person appointed by you or us to read, provide and/or maintain your Meter or any metering equipment or as a meter asset manager, meter reading agent, AMR service provider and meter asset provider;

“AMR device(s)” means the device used to obtain consumption data remotely from your Equipment;

“Automated Meter Reading” or “AMR” means the system of obtaining consumption data remotely from your Equipment using an AMR device;

“Annual Quantity” or “AQ” means the volume of gas expressed in kWh which reflects the historical consumption at any Meter as recorded and held by Xoserve;

“Capacity Charges” means the charges payable to the Transporter in relation to the exit capacity required by any Meter, including in respect of those Meters connected directly to the National Transmission System;

“Charges” means;

- (a) the Supply Costs;
- (b) the Metering Costs;
- (c) the Transportation Costs;
- (d) Capacity Charges;
- (e) Unidentified Gas Cost;
- (f) the Operational Costs, as applicable;
- (g) the Incidental Costs, as applicable; and,
- (h) any other costs due in accordance with the terms of this Contract, as applicable.

“Contract” means all of the following: the application for Supply that you completed, the Quotation Document, Principal Terms, these gas supply terms and conditions, any Product Appendix and any document referred to in any of those documents;

“Deemed Contract” means a supply contract entered into in accordance with clause 2.6;

“Deemed Contract Rates” means the rates and charges published on the Website, which shall be payable by you where you continue to consume gas after the Termination Date;

“Disconnect” means the permanent disconnection of any structure, switchgear, equipment, line or device used by you at the Meter from the Transportation System (including disconnection by remote measures) and **“Disconnection”** and **“Disconnected”** shall be construed accordingly;

“Gas Distribution Network (GDN)” means the distribution licence holder (or exempt operator) who owns and/or operates the gas distribution system through which gas is conveyed to the Meter;

“End User Category” means the group that each Non-Daily Metered (NDM) Meter is placed in by the Transporter for demand attribution and invoicing purposes;

“Equipment” means any Meters, Smart Meters, data loggers, mains, pipes, telecommunications, AMR device or other equipment provided for the purpose of supplying and ascertaining the quantity of gas supplied hereunder;

“Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks;

“Fixed Term Contract” means the period of time when the prices set out in the Quotation Document apply;

“Fuel Security Code” means the code applied to help minimise an electricity or gas supply emergency;

“Green Gas” means biogas converted to biomethane suitable for use in the Transportation System;

“Incidental Costs” means such costs that are incurred by us in supplying the gas or are levied against us including (without limitation) where such costs arise from;

- (a) the imposition, or variation in the rate, of any energy-related tax, levy

- or duty;
- (b) (i) any imposition, revision, variation, amendment or change in interpretation, of any statute, statutory instrument, regulation, law, directive (“Legislation”) or the Industry Agreements; (ii) any new Legislation or new Industry Agreements; or (iii) any decision, direction, order or interpretation of Legislation or the Industry Agreements by the Gas and Electricity Markets Authority as governing body of OFGEM) or any other relevant regulatory body;
- (c) us fulfilling our or your obligations, or your failure to comply with your obligations, under any of the Industry Agreements in relation to safety issues or investigations in connection with any Meter;
- (d) circumstances where amounts are payable by us to any Agent, whether appointed by you or by us on your behalf;
- (e) any Meter being (or becoming known to be) reclassified or re-designated as daily metered;
- (f) any meter point ratchet charges arising from the Meter Capacity being exceeded or exit capacity overrun charges arising, which shall be payable monthly in arrears by you upon us notifying you of these charges arising;
- (g) circumstances where the demand pattern of an NDM Meter is inconsistent with the End User Category assigned by the Transporter such that the Transporter assigns a different End User Category;
- (h) circumstances where our costs increase due to changes to the method for apportioning the NDM error across different categories of consumer;
- (i) your failure to provide such data referred to in clause 2.13.4 or the Transporter rejecting the data you have provided, in which case we reserve the right to alter the Charges to reflect resulting increased costs;
- (j) inaccurate metering equipment including programming, or default by the Agent;
- (k) Unidentified Gas Cost being passed on to gas suppliers through the Reconciliation by Difference or other mechanism;
- (l) circumstances where we incur charges from an Agent in relation to removal, discontinuance or transfer of the Meter;
- (m) circumstances where we incur costs or loss as a consequence of error or omission by any Transporter and we are not able to recover such costs or loss from the Transporter;
- (n) the terms of our Supply Licence on a proportional basis, including, costs incurred in connection with the scheme to assist areas with high gas distribution costs;
- (o) where any costs arise as a result of incorrect information provided by you at any time (including at the time of quotation prior to the parties entering into the Contract), including but not limited to incorrect Meter information; and
- (p) where any costs arise as a result of tariff re-classification by the DNO.

“Independent Network” means any supply network where the meter is not directly connected to the National Transmission System;

“Industry Agreements” means:

- (a) the Uniform Network Code;
- (b) the Short Form Code;
- (c) the Independent Gas Transporters’(IGT) Code;
- (d) the Smart Energy Code (SEC);
- (e) our Supply Licence under section 6(1)(d) of the Electricity Act 1989;
- (f) the Acts; and
- (g) any other code, agreement or legally binding obligation imposed on us, or into which it is, or becomes necessary, for us to enter in order to supply gas;

“Isolation” means the securing of a Meter so that gas cannot be off-taken from the Transportation System at that point (including Isolation by remote measures), and **“Isolate”** shall be construed accordingly;

“Letter of Authority” means a letter, agreement or e-mail documenting your engagement of a TPI;

“Mark to Market Loss” means the negative difference between the wholesale market price at the date we purchased the gas to service your Contract and the wholesale market price on the date we are entitled to sell it back to the wholesale market hereunder, after adding all transaction fees and other costs directly associated with the sell back;

“Mark to Market Gain” means the positive difference between the wholesale market price at the date we purchased the gas to service your Contract and the wholesale market price on the date we are entitled to sell it back to the wholesale market hereunder, after deducting all transaction fees and other costs directly associated with the sell back;

“Meter” means the meters and equipment for measuring and providing information on the gas you use, including both daily metered (DM) and non-daily metered (NDM) and identified by a specific meter point reference number (MPRN) in the Quotation Document (including a Smart Meter, as applicable);

“Meter Capacity” means the maximum volume, expressed in kWh, that each Meter can accept by way of a volume of gas at any given time and as set out in the Quotation Document;

"Metering Costs" means a component (if any) of the Charges, comprising any charges relating to the installation, provision, rental, reading and maintenance of the Meter or Smart Meter, as applicable, and not paid by you directly to an Agent;

"Micro Business Consumer" means a company, partnership or other trading entity supplied or requiring to be supplied with gas or electricity at non-domestic sites which has any or all of the following; (i) an annual consumption of electricity of not more than 100,000 kWh; or (ii) an annual consumption of gas of not more than 293,000 kWh; or (iii) fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding £2 million;

"National Transmission System" means the high pressure gas network which transports gas from the entry terminals to gas distribution networks, or directly to power stations and other large users, as currently owned by National Grid Gas Plc;

"Offtake Point" means the outlet of any control valve at any Meter;

"OFGEM" means the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain;

"Operational Costs" means costs we incur;

- (a) visiting your Property to disconnect and/or reconnect your Supply;
- (b) recovering money you owe us. This may include administration costs and the costs of visiting your Property or obtaining a warrant of entry and any third party charges incurred by us in collecting any money owed to us such as those of a debt collection agency;
- (c) as a result of any gas being used which has not been charged for, due to interference with a Meter;
- (d) if you fail to respond to our attempts to contact you and we have to visit your Property;
- (e) as administration costs arising from payment failures, such as a returned cheque or cancelled direct debits;
- (f) if we have agreed to fit a Smart Meter and the Property is unsuitable for the necessary equipment, including additional Meter reading charges;
- (g) if you ask us to upgrade your Supply arrangements or if we are required to do so;
- (h) if you fail to give us at least two hours' notice that you need to rearrange a scheduled appointment at the Property or if you fail to attend a scheduled appointment at the Property. If you do not provide the required notice or fail to attend a scheduled appointment, we may charge you a cancellation fee of up to £40. If you need to re-arrange or cancel any scheduled appointment, please contact our customer service team on 0800 130 3600;
- (i) the cost incurred to read the meter manually during periods when communications are faulty; and/or
- (j) to repair, replace or reprogram your Meter, including as a result of damage or interference.

"Pipeline System Emergency" means where circumstances apply which are not deemed to be an Event Outside Our Control and are such that in the opinion of the Transporter;

- (a) the safety of the Transportation System is significantly at risk;
- (b) the safe conveyance of gas by that Transportation System is significantly at risk; or,
- (c) gas conveyed by that Transportation System is at such a pressure, or of such quality, as to constitute, when supplied to premises, a danger to life or property,

and that opinion is not manifestly unreasonable;

"Principal Terms" means the summary of terms provided to you in advance of the start date of this Contract;

"Product Appendix" means the appendix detailing the product type, and purchasing and sell back mechanism, and forming part of the Contract;

"Property" means the address that you have requested we Supply or that we Supply in accordance with Clause 2;

"Quotation Document" means the final signed quotation document detailing the Meter details and Charges and forming part of the Contract;

"Reconciliation Invoice" means an invoice that includes an item or items debiting or crediting your account as a result of a calculation by us of the difference between (i) the Charges which ought to have been levied, and (ii) the actual Charges that were levied in relation to the Supply Period; for the avoidance of doubt, the period applicable for Reconciliation Invoices payable by

Micro Business Consumers shall not exceed the 12 months preceding the date of such reconciliation;

"Related Entity" means (i) a subsidiary of you or a holding company of you or any subsidiary of that holding company, as such terms are defined in the Companies Acts 2006, (ii) where you and a proposed new tenant or occupant of the Property have an individual with authority, director, company secretary or an individual or entity with Control in common, where, "Control " is defined as the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control or election or appointment, or voting rights, (iii) an individual with authority, director, company secretary or entity/individual with Control in relation to a proposed new tenant or occupant is a family member of an individual with authority, director, company secretary or an individual or entity with Control, in you, or (iv) a proposed new tenant or occupant otherwise has an identifiable relationship with you;

"Renewable Gas Guarantees of Origin" or "RGGO" means the certificate(s) issued by the RGGO Provider to guarantee the authenticity and origin of Green Gas;

"RGGO Provider" means the Green Gas Certification Scheme (operated by the Renewable Energy Associations' subsidiary, Renewable Energy Assurance Ltd.) operated in Great Britain to certify that gas is Green Gas, as more particularly described at <http://www.greengas.org.uk/> and/or any replacement or other similar schemes from time to time responsible for issuing RGGO;

"Security Deposit" means either (i) an amount of money that we may ask you to pay to us and that we will hold in relation to your Supply, or (ii) a parent company guarantee or a letter of credit from a financial institution, in both cases in such form acceptable to us;

"Smart Meter" means a Meter we can read remotely to measure how much gas you are using, without having to visit your Property, including the communications hub and ancillary equipment serving same;

"Start Date" means the date supply to the Property starts in accordance with this Contract as set out in the Quotation Document.

"Supply" means providing at the Property a supply of gas that you use completely or mainly for non-domestic purposes (and Supplying/Supplied will be construed accordingly);

"Supply Costs" means the cost, charge, amount or value at any given time, of each of the following items, as appropriate; (1) wholesale gas costs, (2) shape costs, (3) Capacity Charges, (4) imbalance charges, (5) Xoserve charges, (6) management or administration fee, (7) cash flow costs, (8) transmission losses and any other items which impact on, or affect, the cost of the supply of gas to you;

"Supply Period" means for a Meter, the period between the start of Supply under this Contract and the Termination Date;

"Termination Date" means either (a) the end date as set out in the Quotation Document; or (b) such earlier date where the Contract is terminated in accordance with the Contract;

"Termination Sum" means a lump sum amount equal to up to 25% of the Contract value for the remainder of your Fixed Term Contract

"TPI" means a third party intermediary, broker, agent or other party with whom you have engaged to source or manage your energy supply and/or this Contract;

"Transporter" means either National Grid, the GDNs, the Independent Gas Transporters (IGTs), any Service Provider and/or any other person or body licensed to transport gas and which transports gas in connection with the Contract;

"Transportation Costs" means a component of the Charges, comprising those charges payable to the Transporter for (a) capacity, commodity and customer charges, (b) Metering Costs and (c) variable throughput charges as applicable from time to time under the Industry Agreements, and specified as "In Unit Rate", "Fixed" or "Pass Through" in the Quotation Document or as otherwise notified to you as payable during the Contract from time to time;

"Transportation System" means any pipeline and equipment system or network through which gas is transported by the Transporter, including the National Transmission System and any Independent Network;

"TRAS" means the Theft Risk Assessment Service;

“Unidentified Gas Cost” means the costs that are levied on us in respect of gas which is taken off the Transportation System and not directly attributed to or paid for by any specific shipper;

“Unit Rate” means as set out in the Quotation Document;

“Website” means our website at www.engie.co.uk/business/ or such other address as we notify you of in writing, and in each case as updated or amended from time to time;

“Working Day” means any day other than a Saturday, Sunday or a public holiday in England and Wales.