

TERMS AND CONDITIONS

For the supply of Gas and Electricity to a Business

Terms and Conditions for the supply of Gas and Electricity to a Business

1. DEFINITIONS AND INTERPRETATION

1.1 In these standard terms and conditions the following terms have the following meanings:

“Additional Charges” any payments and charges other than Energy Charges payable by The Client(s) including for any additional goods and/or services and any late payments charges;

“Additional Period” the period of 12 months following the expiry of the Initial Term (or where this Contract is terminated part way through such a 12-month period, the period until the date of termination);

“Advance Payments” in respect of each month during the Term, the UGP’s estimate of the Energy Charges, Charges and Additional Charges plus any tax thereon that will be payable by The Client(s) for that month;

“Agreed Unit Price” the price per kWh of gas and/or electricity payable by The Client(s) to UGP from time to time in respect of the Energy Usage as set out in the Order Form or notified by UGP to The Client(s) from time to time (whether calculated as a Fixed Tariff or as a Variable Tariff);

“Average Actual Daily Charges” Agreed Unit Price multiplied by Energy Usage for the previous 12 months divided by 365;

“Billing Period” in respect of an Energy Bill, the period of time to which the Energy Bill relates;

“Commencement Date” the date that UGP accepts the Order Form or commencement of a deemed supply contract;

“Charges” the Energy Usage multiplied by the Agreed Unit Price applicable over the relevant period of time;

“The Client” means the company, entity, organisation or person(s) identified as The Client(s) in the Order Form;

“Climate Change Levy” means the UK tax on commercial or industrial use of energy pursuant to the Finance Act 2000;

“Conditions” these standard terms and conditions;

“Contract” these Conditions and the Order Form;

“Contract Period” means the Initial Term together with all Renewal Periods thereafter;

“Equipment” any equipment whatsoever used to transport, measure, remotely communicate, control and secure gas and/or electricity;

“Energy Bill” a bill submitted by UGP to The Client(s) for Energy Charges during the Term;

“Energy Charges” any and all charges (including any Taxes) paid and/or payable by The Client(s) to UGP in respect of The Client’s use of gas and/or electricity at the Premises and UGP’s supply of gas and/or electricity to the Premises (including any connection and Equipment charges);

“Energy Supplier” a company, entity or person(s) authorised to supply gas and/or electricity to the Premises;

“Energy Usage” the amount of gas and/or electricity that The Client(s) uses over a period;

“Fixed Tariff” where set out in the Order Form, a fixed price per kWh of gas and/or electricity which The Client has agreed to pay, calculated in accordance with the Order Form.

“Flexible Tariff “ where set out in the Order Form, a flexible price per kWh of gas and/or electricity which The Client has agreed to pay, calculated in accordance with the Order Form.

“Good Industry Practice” means the standards, procedures, practices and methods conforming to applicable law and the degree of skill, care, diligence, foresight and prudence which would reasonably and ordinarily be expected from a skilled and experienced person or organisation engaged in a similar type of undertaking under similar circumstances;

“Initial Expiry Date” means the date shown as such in The Order Form;

“Initial Period” subject to earlier termination in accordance with clause 12, the period beginning at 0600 hours on the Supply Start Date and ending on 0600 hours on the Initial Expiry Date;

“Information” any and all know how, documentation, data, intellectual property and information, whether commercial, financial, technical,

operational or otherwise relating to the business, affairs, customers, suppliers or methods at one party and disclosed to or otherwise obtained by the other party in connection with this Contract;

“Initial Term” the initial term set out in the Order Form;

“Maximum Annual Quantity” means the maximum annual quantity of gas and electricity to be consumed by The Client, as specified in an Order Form.

“Meter Point” means the point at which electricity or gas is metered prior to supply to the Premises;

“Meter Reading” the amount of gas and/or electricity used by The Client(s) according to any Equipment;

“Micro-Business Consumer” means a Client that: 2

(a) is supplied with or requires to be supplied with no more than 100,000 kWh of electricity per year; or

(b) is supplied with or requires to be supplied with no more than 293,000 kWh of gas per year; or

(c) has fewer than 10 employees (or their full time equivalent) and has an annual turnover or annual balance sheet total not exceeding €2million;

“Minimum Annual Quantity” means the minimum annual quantity of gas and electricity to be consumed by The Client, as specified in an Order Form.

“OFGEM” means Office of Gas and Electricity Markets Authority;

“Order Form” an order for the provision of Services by UGP to The Client(s) sent by The Client(s) to UGP and accepted by UGP in accordance with these Conditions;

“Premises” the premises in receipt of gas and/or electricity as identified in an Order Form;

“Price List” UGP’s published list of charges current at the time the charge is incurred, which may change from time to time.

“Rebate” any and all rebates in respect of the overpayment of Energy Charges by The Client(s) in respect of the supply of gas and/or electricity to the Premises whether occurring before the Commencement Date or during the Term;

“Renewal Date” means in respect of the Initial Period, the date immediately following the Initial Expiry Date; and in respect of any Renewal Period, the date immediately following the last day of the Renewal Period;

“Renewal Period” means the period starting at 00:01 on the Renewal Date and ending at midnight on the date immediately preceding the first anniversary of the Renewal Date;

“Services” the supply of gas and/or electricity at the Premises and accompanying services set out in clauses 4.1, 4.2, 5 and 14 and any other services agreed to be provided by UGP to The Client(s) under this Contract (but not including any additional specialist professional services that do not fall within the normal scope of gas and/or electricity supply (e.g. energy consultancy services) and which may be agreed between the Client and UGP subject to additional professional services terms);

“Supply Start Date” means the date shown in The Order Form;

“Tax” any and all applicable taxes, charges, duties and levies (including United Kingdom Value Added Tax and Climate Change Levy calculated at the rate and in the manner prescribed by law from time to time;

“Term” the period from the Commencement Date until the termination of this Contract in accordance with this Contract;

“UGP” (a company registered in England and Wales with company registration number 08358816), a business Energy Supplier trading as United Gas & Power LTD, whose registered office is 16 Otley Road, Guiseley, Leeds, England, LS20 8AH;

“Variable Tariff” where set out in the Order Form, a variable price per kWh of gas and/or electricity which The Client has agreed to pay, calculated in accordance with the Order Form.

1.2 Headings are included for convenience only and shall not affect the construction or interpretation of this Contract. The words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.

1.3 The Order Form has the same force and effect as if set out in the body of this Contract. In the event of conflict between the Order Form and these Conditions, the following order of precedence shall apply: (i) any terms set out in the Order Form which are unambiguously and expressly stated to vary the terms of these Conditions (but then only to the extent of such variation); (ii) these Conditions; and (iii) the other parts of the Order Form.

1.4 References in the Contract to statutory provisions shall (where the context so admits and unless otherwise expressly provided) be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted (whether before or after the date of the Contract) and to any orders, regulations, instruments or other subordinate legislation made under the relevant statutes.

2. APPOINTMENT

2.1 UGP may accept or reject any Order Form sent by The Client(s) to UGP at UGP's discretion. No Order Form or Contracts shall be legally binding unless and until accepted by UGP.

2.2 If UGP accepts an Order Form:

2.2.1 The Client(s) exclusively appoints UGP to provide the Services during the Term; and

2.2.2 Unless otherwise agreed in writing with UGP The Client(s) shall not during the Term itself carry out any activity that falls within the scope of the Services or appoint any third party to provide any services to it that are the same as or substantially similar to the Services in respect of the Premises being served by UGP.

2.3 These Conditions apply to all Order Forms (including any varied Order Forms). Any different or additional terms and conditions attached to, contained on or referred to in any Order Form or any other order, documents or correspondence from The Client(s) shall not apply to the Order Form unless they are expressly accepted in writing by UGP.

2.4 Any new Premises to be supplied pursuant to this Contract shall be agreed via new Order Form.

3. THE CLIENT'S OBLIGATIONS

3.1 Promptly following the Commencement Date and from time to time during the Term as UGP requests, The Client(s) shall (and shall procure that any relevant third parties shall): 3

3.1.1 provide UGP and its representatives with (i) copies of its previous and existing energy supply contract. (ii) details of its previous and any current metering operation and maintenance arrangements, including Meter

Readings: and (iii) details of any Energy Charges paid by The Client(s) (including copies of any relevant invoices and receipts);

3.1.2 provide UGP and its representatives with access to such of its information, past and forecast gas and electricity data, records, systems, facilities, premises and staff as they may reasonably require for the purpose of providing the Services, including access to the Premises to inspect the Equipment and to take or verify the Meter Readings; and

3.1.3 sign and execute such documents and do all acts as UGP and its representatives may reasonably require for the purpose of providing the Services, including to confirm to any third-party Energy Suppliers or any third parties that they are authorised to: (i) request and receive information and documentation regarding The Client(s) and The Client's previous and existing energy supply contracts;

3.2 The Client must notify UGP of any (or intent to install) electricity generating Equipment, electricity storage Equipment or demand-side management Equipment installed or removed at any premises immediately

3.3 When UGP supply the Client with electricity under this Contract, unless there is a pre-existing connection agreement, the Client is also entering into a standard connection agreement for its electricity with its local electricity network operator. UGP is acting on behalf of the network operator and The Client agrees to accept the National Terms of Connection (NTC). The NTC sets out certain rights / duties relating to the connection at which The Client's network operator delivers electricity to or accepts electricity from the Premises. The Client can request a copy of the NTC from the Energy Networks Association via their web-site at: www.energynetworks.org. The Client will indemnify UGP in full for any loss, liability, damages, expenses or cost (including legal costs) which UGP suffers or incurs as a consequence of or in connection with, The Client's failure to comply with the NTC or any connection agreement it enters into with third-party providers.

3.4 The Client will notify UGP promptly if it is, or if it becomes or ceases to be, a Micro-Business Consumer.

3.5 The Client shall immediately notify UGP if it suspects there is a gas leak and / or serious electrical hazard or any form of emergency arising from the supply of gas and / or electricity at the Premises.

4. SERVICES

4.1 Subject to The Client's ongoing compliance with the Conditions of this Contract UGP shall use commercially reasonable endeavours to supply the Services to The Client.

4.2 Subject to The Client's ongoing compliance with clause 3, during the Term UGP shall use commercially reasonable endeavours to:

4.2.1 notify The Client(s) of any emergencies notified to it by a third party in respect of the Premises or notify the relevant third party of any emergencies notified to it by The Client(s) in respect of the Premises (but for the avoidance of doubt UGP shall not be responsible for management of any emergency for or on behalf of The Client);

4.2.3 liaise as necessary with any third-party Energy Supplier and deal with any hand-over administration to facilitate Client switching.

4.3 UGP shall always strive to provide our Services in a fair, honest, transparent, appropriate, and professional manner, providing information that is complete, accurate, and not misleading. Should The Client have any questions or want additional information please contact us at the following contact points:

Understanding your bill and the applicable rates:

Phone: [0800 6696697](tel:08006696697)

Email: cs@ugp.co.uk

Complaints: complaints@ugp.co.uk <https://www.ugp.co.uk/complaints-procedure/>

Emergencies: 24-hour Gas Emergency 0800 111 999: <https://www.ugp.co.uk/support/emergencies/>

4.4 For the purposes of applicable data protection legislation UGP is the 'data controller' with respect to any of The Client's personal data that UGP process. The Client can find more information about the personal data UGP collects and how we use this by requesting a copy of or accessing directly our Privacy Policy

4.5 Ownership of and risk of gas and / or electricity supplied by UGP under this Contract passes to The Client at the point of delivery of the supply to each Premises from the distribution system (e.g. the Meter Point). Any electrical or gas losses incurred subsequent from each such point of delivery at the Premises shall be borne by The Client.

4.6 UGP operates its business under the obligations placed on it by the Utilities Act 2000 and pursuant to other Acts such as the Electricity Act 1989 and Gas Act 1986; plus, industry and government regulations and OFGEM regulated supply licences. If these changes, we may alter these Conditions to reflect any new obligations and/or costs placed upon us. If this happens, we will notify The Client in writing.

5. PAYMENT OF ENERGY BILLS

5.1 UGP may invoice The Client(s) for the Advance Payments monthly in advance. UGP may increase the Advance Payments at any time upon written notice.

5.2 Following receipt of actual Meter Reading: 4

5.2.1 UGP shall calculate the actual Energy Usage, actual Energy Charges, actual Charges, actual Additional Charges and actual Tax on each of those items for the relevant Billing Period;

5.2.2 UGP shall provide The Client(s) with a statement showing the total of the actual Energy Usage, actual Energy Charges, actual Charges, actual Additional Charges and actual Tax on each of those items for the relevant Billing Period.

5.2.3 UGP shall be entitled to invoice The Client in respect of the actual Energy Usage, actual Energy Charges, actual Charges, actual Additional Charges and actual Tax on each of those items for the relevant Billing Period, to the extent that those actual charges exceed the amount of the Advance Payment (if any) which has previously been invoiced to The Client in respect of that Billing Period.

6. DURATION

6.1 Unless the Contract is terminated early under Clause 12, the Contract shall continue in force for the Contract Period.

6.2 Provided that:

6.2.1 UGP issues written notice to the Client on or around 60 days, including statement of information on The Client's options on pricing and future renewal terms and dates; and

6.2.2 the Client has not given written notice to terminate to UGP at least 30 days immediately preceding the Renewal Date in accordance with clause 12.2;

then the Contract shall be deemed to automatically renew for a further period of 12 months starting on the Renewal Date.

6.3 Any notices issued under clause 6.2 shall be made in accordance with the notice procedure described in clause 13. 12..

6.4 In the event of termination of the Contract under clause 6.2, the provisions of clause 12.2.1 shall apply.

6.5 For the avoidance of doubt, the Client shall remain liable for all Gas and/or Electricity supplied to the Meter Point and all costs associated with such supply during the continuation of this Contract notwithstanding that the Client ceases to be the owner, tenant or occupier of any Premises within which the Meter Point is situated.

7. CHARGES AND PAYMENTS

7.1 In consideration of the supply of Gas and/or Electricity to the Client the Client shall pay to UGP the Agreed Unit Price in respect of all Energy Usage, and all applicable Energy Charges subject to clause 8

7.2 The price for Gas and/or Electricity supplied under this Contract shall be the Agreed Unit Price set out in the Order Form (being, for the avoidance of doubt, either a Fixed Tariff, a Flex Tariff or a Variable Tariff), provided that for each Renewal Period UGP may amend the Agreed Unit Price by giving the Client not less than 60 days' notice of such amendment prior to the beginning of such Renewal Period. Where the Agreed Unit Price is a Variable Tariff which is calculated as UGP's 'standard variable tariff', UGP shall be entitled to change the Agreed Unit Price under that Variable Tariff on giving not less than 30 days' notice to The Client.

7.3 The Agreed Unit Price is exclusive of any applicable value added tax or other taxes, energy efficiency scheme charges, levy (e.g. Climate Change Levy) or duties relating to the supply of Gas and/or Electricity to the Client. Any such taxes, charges, levy and duties shall be paid by the Client in addition to the Agreed Unit Price.

7.4 During the Term of the Contract, whether or not Gas and/or Electricity is consumed at the Premises, in addition to the Agreed Unit Price the Client

shall pay to UGP all costs incurred by UGP in connection with the supply transportation and metering of Gas and/or Electricity to the Meter Point (including any standing charges relating to the Contract).

7.5 UGP may charge The Client(s) the Charges for the provision of the Services.

7.6 UGP may adjust the date of invoice for the Advance Payments and/or any other sums due under this Contract to coincide with its billing cycles from time to time. UGP will invoice The Client in accordance with the provisions of clause 5.

7.7 The Client(s) shall pay all invoices in full and without any deduction or set off (whether in relation to such invoice or otherwise) within the timescales specified in the relevant invoice or, if not so specified, within 10 days of the date of UGP's invoice. The Client(s) authorises UGP to alter The Client's payment amount according to the actual amounts invoiced under this Contract. Time of payment shall be of the essence.

7.8 All sums payable under this Contract are exclusive of Tax, which shall be invoiced in addition at the rate and in the manner prescribed by law from time to time.

7.10 If full payment is not received by UGP by the due date for any reason then without prejudice to its rights UGP may:

7.10.1 Sue for the outstanding amount; and/or

7.10.2 Suspend the provision of any and/or all Services

7.10.3 Terminate this Contract and issue a 7 days' notice to move supply.

7.10.4 Refer the debt to a 3rd party debt collection agency, and The Client will indemnify UGP in respect of all costs, liabilities and expenses suffered or incurred by UGP in connection with the collection of that debt.

7.11 If payment of an invoice is missed The Client(s) will be notified immediately and will have 7 days to make payment from the payment due date for this invoice to prevent further action. 5

7.12 The Client(s) will pay UGP, in addition to any other fees due under this Contract

7.13 UGP may also charge The Client for extra items that are not set out in this Contract. We will advise you in writing about these charges in advance. These may include: UGP's reasonable costs of trying to recover overdue

payments The Client owes us; reasonable costs where an attempted payment fails or legal charges incurred as a result of The Client breaching the Conditions of this Contract; interest charges accrued as a result of overdue payments owed to UGP; UGP's reasonable costs of stopping, disconnecting or reconnecting The Client's supply due to a failure of The Client to comply with its obligations under this Contract; or changes in any regulated levy or tax to which the Services are subject.

7.14 VAT will be charged to The Client at the standard rate unless The Client is eligible for a reduced rate, or the supply is below certain limits. UGP will not be legally responsible to The Client or anyone else if UGP have not charged The Client enough VAT or Climate Change Levy because of incorrect information The Client has given us or a fact in any documents The Client sends us is incorrect. If this happens, The Client will have to pay the difference to UGP if we demand on an invoice, or directly to HM Revenue & Customs if they demand.

7.15 Any security deposit required will be held by UGP on terms that it may be used to offset overdue payments due from The Client. UGP may deduct from any such security deposit any amounts which are due under this Contract, but which have not been paid. If any deduction is made to any security deposit, UGP may request a further security deposit to be paid within 5 working days of the date upon which The Client is notified of the deduction. On termination of the Contract UGP shall repay to The Client the unused balance of the security deposit (after having deducted any amounts which are due under this Contract, but which have not been paid).

8. VOLUME TOLERANCE

8.1 Notwithstanding that The Client has not consumed the Minimum Annual Quantity by the end of the Contract Year to which such quantity relates, UGP will be entitled to invoice The Client at the Agreed Unit Price for the balance of the Minimum Annual Quantity not consumed by The Client at the end of the relevant Contract Year. Should The Client's consumption of gas or electricity in any Contract Year exceed the Maximum Annual Quantity, UGP will be entitled to invoice The Client an additional amount equal to the amount by which the Agreed Unit Price is less than the wholesale gas and/or electricity price paid by UGP in respect of that excess.

8.2 If a meter that is contracted to consume gas and/or electricity fails to do so (other than due to UGP's failure to perform its contractual obligations or negligence), UGP reserve the right to implement a standing charge to

cover any metering costs. This charge will be billed monthly to The Client. This does not affect the obligations under clause 8.1.

8.3 UGP will take all reasonable steps to ensure that the local network operators limit any supply variations to the tolerances permitted by law but UGP does not guarantee that the supply of gas and/or electricity will be free from variations, including but not limited to variations in voltage or frequency. The Client must notify UGP if an uninterrupted, unreduced, unimpaired or continuous supply or emergency or stand-by capability is required in respect of any Premises. In such circumstances, UGP reserves the right not to supply any such Premises under this Contract and may require a separate agreement or additional terms to apply for the provision of such services.

9. CONFIDENTIALITY

9.1 Each party shall:

9.1.1 Keep the other's Information confidential;

9.1.2 Not divulge the other's Information to any third party except for the purposes of this Contract (and shall procure that any such third party is aware of and complies with these obligation of confidentiality); and

9.1.3 use the other's Information only for the purposes of this Contract.

9.2 The provisions of clause 9.1 shall not apply to any Information that the receiving party can show:

9.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this Contract or any other obligations of confidentiality;

9.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;

9.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);

9.2.4 was developed independently of and without reference to confidential information disclosed by the other party;

9.2.5 for the purpose of debt collection and assessment by credit reference agencies;

9.2.6 for the purpose of providing aggregated data to OFGEM and its agents to enable it to monitor developments in the energy market;

9.3 During the term of this Contract, UGP may use The Client's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material without the prior written consent of The Client. The Client(s) may withdraw such consent at any time upon reasonable written notice to UGP. 6

9.4 The parties acknowledge and agree that from time to time UGP may assess The Client's credit status and monitor and record information relating to The Client's trade credit performance. This may include (but not be limited to) a search with a credit reference agency. Credit reference agencies may keep a record of any searches; and/or share information with other businesses (including other credit reference agencies).

10. WARRANTIES

10.1 The Client(s) warrants and represents to UGP (and it is a condition of this Contract) that:

10.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Contract;

10.1.2 no Premises is used wholly or predominantly for domestic purposes;

10.1.3 all information The Client supplies to UGP is accurate, complete and true so far as The Client is aware;

10.1.4 the Client's previous Energy Supplier has no reason to object to The Client transferring its supply to UGP, and The Client agrees it shall pay any charges The Client owes to a previous Energy Supplier that may be transferred to UGP (e.g. certain energy transportation or administration charges).

10.2 UGP warrants that the Services will be performed with reasonable skill and care. There are no warranties, conditions, guarantees or representations as to quality, fitness for a particular purpose or non-infringement of the Services or other warranties, conditions, guarantees or representations whether express or implied, oral or in writing, given by

UGP except as expressly stated in this Contract. Time of performance of UGP's obligations shall not be of the essence.

10.3 The warranties set out in clause 10 shall be deemed to be repeated by the parties on each day of the Contract. The Client must inform UGP as soon as is reasonably practicable should any of the Client's warranties become (or be likely to become) untrue, inaccurate or misleading.

11. LIABILITY

11.1 Save as provided in clauses 11.2, 11.3 and 11.4, UGP's total aggregate liability in respect of all causes of action arising out of or in connection with this Contract (whether for breach of contract, strict liability, tort (including without limitation negligence), misrepresentation or otherwise) shall not exceed the greater of the 200% of the aggregate of the Charges paid by The Client(s) under this Contract in the 12 months prior to the date that such cause of action arose and £5,000.

11.2 UGP shall not be liable for any failure, loss or delay in the performance of any of its obligations under this Contract to the extent caused by:

11.2.1 Any failure or delay of The Client, any third-party Energy Supplier or any Equipment that is not provided by or under the responsibility or control of UGP;

11.2.2 Any fire, explosion, flood, lightening, act of God, act of terrorism, war, rebellion, riot, sabotage or official strike or similar labour disputes; or

11.2.3 Any events or circumstance outside the reasonable control of UGP; and UGP shall be allowed a reasonable extension of time for the performance of its obligations in such circumstances.

11.3 Save as provided in clause 11.4, UGP shall not be liable for any claim to the extent that the claim relates to the loss of revenue or profits, goodwill, contract(s), anticipated savings, business opportunity, business production or interruption, data or use of data, injury to reputation, third party losses or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, strict liability or tort (including negligence) and regardless of whether UGP knew or had reason to know of the possibility of this loss, injury or damage in question.

11.4 Nothing in this Contract shall limit or exclude UGP's liability for:

11.4.1 Death or personal injury resulting from negligence

11.4.2 Fraud or fraudulent misrepresentation; or

11.4.3 Any other liability the exclusion or limitation of which is not permitted by English law.

11.5 The Client(s) will fully indemnify and hold UGP harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against UGP as a result of or in connection with:

11.5.1 The condition or use of any Equipment that is not provided by or under the responsibility or control of UGP;

11.5.2 The negligence of The Client(s) or its servants or agents; or

11.5.3 Any breach by The Client(s) of this Contract.

11.6 UGP are not responsible for costs or any losses incurred by The Client should UGP need to suspend a Premises supply in an emergency or for safety or core maintenance reasons.

11.7 UGP shall only be liable to The Client for physical damage to property, which was reasonably foreseeable, at the time of entry into this Contract, as a likely result of a breach, and in line with the Conditions of this Contract.

12. TERMINATION

12.1 This contract shall commence on the Commencement Date and shall continue for the Initial Term and thereafter for the subsequent Additional Period unless and until it is terminated in accordance with this Contract. Either party may terminate this Contract upon at least 30 days' written notice to the other expiring on the expiry of the Initial term or any Additional Period.

12.2 If the Contract is terminated either by the Client giving notice under clause 6 or by UGP under clause 12.3.1: –

12.2.1 UGP shall continue to supply Gas and/or Electricity to the Meter Point under this Contract until such time as UGP accepts notification from a replacement Energy Supplier that they will assume supply of Gas and/or Electricity to the Premises;

12.2.2 any Gas and/or Electricity supplied to the Client under clause 12.2.1 shall be supplied at UGP's prevailing rates for the supply of supplementary Gas and/or Electricity from time to time in effect and notwithstanding termination of the Contract the provisions of clauses 7.4 and 7.5 shall apply to all volumes of Gas and/or Electricity supplied to the Client;

12.3 Either party may terminate this Contract at any time immediately upon written notice to the other if:

12.3.1 the other commits a material breach of this Contract and, where the breach is capable of remedy, has failed to remedy such breach within 30 days of written notice requiring remediation; or

12.3.2 the other makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) for a continuous period of more than 30 days or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or even of bankruptcy or any other similar process or event, whether in the United Kingdom or otherwise.

12.4 UGP may terminate this Contract at any time immediately upon written notice to The Client(s) if The Client(s) disposes of or vacates the Premises other than in accordance with the requirements of this Contract; if the Premises is unoccupied for more than 90 days or if there is a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) of The Client.

12.5 In the event that UGP is entitled to terminate this Contract under clause 12.3 then without prejudice to its right to terminate this Contract UGP may elect to suspend this Contract.

12.6 Save as provided below (and subject to the provisions of clause 12.2) upon the termination of this Contract, each party's rights, liabilities and obligations under this Contract shall cease. Each party's accrued rights, liabilities and obligations and the rights, liabilities and obligations of each party that are expressly or by implication intended to come into force or, remain in force following, the termination of this Contract (including without limitation under clauses 7 to 12 inclusive) shall survive any termination of this Contract.

12.7 On termination of this Contract for any reason except for termination of this Contract by The Client(s) under clause 12.3, UGP may invoice The Client(s) for the Termination Charges and the provisions of clauses 5 and 7

shall remain in force following the termination of this Contract until full payment of such invoice has been received by UGP.

12.8 On termination of this Contract for any reason, subject to clause 12.7, all amounts due to UGP under the Contract shall become immediately due and payable.

12.9 UGP may terminate this Contract (including in respect of any or all relevant Premises) immediately on written notice to The Client if any Premises ceases to be a premises to which UGP is authorised or able to supply gas and / or electricity. 12.11 In certain limited circumstances, including but not limited to The Client having outstanding bills overdue beyond 28 days, The Client's wrongful early termination of the Contract, reasonable concerns about health and safety or if we become aware of administrative or technical errors, UGP may make an objection to a transfer of supply to another Energy Supplier. In such circumstances UGP shall notify The Client of this, providing UGP's reasons and how The Client can address or resolve UGP's objection.

13. GENERAL

13.1 The Client(s) may not assign, transfer, mortgage, charge, sub-contract, sub-licence or otherwise dispose of the whole or any part of this Contract without UGP's prior written consent. UGP may assign, transfer, mortgage, charge, sub-contract, sub-licence or otherwise dispose of the whole or any part of this Contract without The Client's prior consent.

13.2 In the event of any terms and conditions of this Contract being determined to be invalid, unlawful or unenforceable to any extent, such terms and conditions shall be severed from this Contract and the remainder of this Contract shall continue to be valid and enforceable to the fullest extent permitted by law.

13.3 The remedies available to the parties under this Contract shall not limit or exclude any other rights that either party may have against the other.

13.4 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further

exercise of the same or the exercise of any other remedy, right, power or privilege.

13.5 This Contract contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation, undertaking or promise shall be

taken to have been given or implied from anything said or written in negotiations between the parties prior to this Contract except as set out in this Contract. Each party acknowledges and accepts that, in entering into this Contract, it has not relied upon any representation, undertaking or promise except as set out herein.

13.6 Save as expressly provided in this Contract, no variation of or amendment to this Contract shall be effective unless made in writing and signed by authorised representatives of the parties.

13.7 Nothing in this Contract shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.8 Each Contract between UGP and The Client(s) shall be given and construed in accordance with English law. The Client(s) submits to the jurisdiction of the English courts but UGP may enforce any judgement in any court of competent jurisdiction.

13.9 The Client shall provide UGP with not less than 28 days prior written notice of any proposed change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) of The Client, or any change of occupation of the Premises.

13.10 Any action UGP is required to take in accordance with its gas and or electricity supply licences (or other relevant laws and regulations) shall not be treated as a breach by us of this Contract and nothing in this Contract shall limit or affect our rights or powers under our supply licences.

13.11 If The Client fails to make payment by the relevant due dates for payment, UGP may charge interest on all overdue sums at a rate of 6% above the Bank of England's base rate from the date upon which the relevant sum was due.

13.12 All notices in relation to this Contract shall be made in writing and will be sent to the address of the respective party specified in the Order Form, or as may be notified by a party from time to time in writing, or to UGP by e-

mail at cs@ugp.co.uk. All notices by The Client shall include reference to the relevant Order, Premises and Metering Point.

13.13 The Client acknowledges and agrees that it has entered into the Contract having had the opportunity to have obtained independent legal advice in relation to the Contract.

14. METERING

14.1 Where The Client retains in place or relies on its own / third-party metering Equipment that is not provided or owned by UGP, such Equipment must at all times be kept by The Client fully functional and in compliance with all applicable law (including but not limited to the Electricity Act 1989 and Gas Act 1986) and be appropriate to supply all apparatus connected to it. In such a circumstance UGP does not expressly or by implication confirm that the Client's metering Equipment is functional, adequate or compliant and UGP does not accept any responsibility for ensuring its adequacy, compliance, safety and suitability and, unless otherwise agreed in writing, UGP shall not be responsible or liable for any faults or failures arising in relation to that metering Equipment. In the event that UGP becomes aware that any part of such metering Equipment is not suitable or functional, UGP may arrange for installation or replacement of the relevant metering Equipment and The Client shall pay the costs incurred. UGP shall be entitled to install metering or monitoring Equipment in addition to / along-side any metering Equipment already at the Premises. The Client shall not damage or interfere with any metering Equipment used by UGP to provide the Services and shall take all reasonable steps to safeguard it. The Client shall promptly notify UGP of any damage or interference with any such metering Equipment. If UGP suspects that The Client or someone else has interfered or tampered with any gas or electricity meter used by UGP at a Premises, then UGP may share this information with the relevant fraud prevention authorities.

14.2 Where it is a condition of UGP's gas and/or electricity supply licences that automated/smart-meter reading Equipment is installed in respect of a Meter Point, The Client(s) shall cooperate with UGP and UGP's agent or representative to enable UGP to meet UGP's obligations. If UGP or UGP's agent or representative visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, UGP may recover from The Client(s) all reasonable expenses associated with any such visits.

14.3 The Client(s) shall notify UGP as soon as practicable where changes are made to any Meter Point.

14.4 The Client(s) shall provide UGP and the relevant Agents with safe and reasonable access to the Meter Points at all times. Client shall not obstruct access to a Meter Point at any time and Client shall ensure that, where access to a Meter Point requires a key, accompaniment by The Client(s) or The Client(s) representative or any other form of assistance, access to the Meter Point shall not be unduly delayed as a result of non-availability. If UGP or UGP Agents are unable to gain safe and reasonable access to a Meter Point at any time UGP may notify The Client(s) of the situation and, if it is not rectified to UGP satisfaction within two months of the Notification, UGP shall pass through to Client any additional costs incurred by UGP as a result of such failure.

14.5 The metering Equipment shall be deemed to be accurate unless either party is notified by the other that its accuracy is disputed. Where such dispute notification is given, the metering Equipment shall be examined by a specialist technician appointed by UGP as soon as practicable. Except where the meter operator is appointed by UGP, The Client(s) shall be responsible for all costs incurred if the meter is found to register inaccurately beyond permitted parameters as defined by law. If the meter is found to register accurately then the cost shall be paid by the party issuing the notification.

14.6 The Client(s) shall notify UGP as soon as reasonably practicable if Client believe there has been damage to or interference with the metering or communication Equipment or interruption to a communication signal and The Client(s) agree to provide UGP with all information which UGP may reasonably require. If The Client(s) wilfully damage or interfere with any metering or communication Equipment or interrupt a communication signal in breach of this Contract UGP may immediately terminate the 9

Contract on written notice , and the provisions of Clause 12.7 shall apply and The Client(s) shall indemnify UGP for all costs reasonably incurred.

14.7 Where Premises have a Maximum Demand of 100 kilowatts or more and require a half-hourly meter, The Client(s) shall provide appropriate metering equipment including a permanent, functioning communications facility and UGP will terminate any existing Contract from the date of installation of the new Equipment and provide The Client(s) with a new Contract. UGP may charge The Client(s) all costs reasonably incurred for failure to ensure such provision.

14.8 Where a Meter Point has been disconnected by way of de-energisation Client shall pay the charges applicable to de-energised Premises.

14.9 UGP does not provide supply to Premises where a pre-payment meter is installed. In the event that The Client(s) become the registrant or UGP are the registrant of a Premises where such pre-payment metering is installed The Client(s) will pay in full, the cost of amending such pre-payment metering systems prior to UGP supplying The Client.

14.10 If any of The Client's Meter Points also supply other parts of a Premises that The Client does not own or use, The Client must tell UGP about it. The Client acknowledges and agrees it will be responsible for paying UGP for all the gas and electricity that is supplied through its Meter Points, even if it is used at other addresses or other parts of the Premises / by third parties, unless we have agreed otherwise with you in writing.

14.11 Where it is agreed that UGP shall provide a meter to a Premises UGP will make all arrangements it needs to provide a meter at the Premises and The Client agrees to co-operate with those arrangements, unless other arrangements are agreed with The Client (for example if we agree that The Client shall provide or replace its own meter).

14.12 For any metering system that does not provide remote meter readings (i.e. traditional meters), and smart and advanced meters where technical issues prevent UGP from obtaining a remote reading UGP may at any time ask The Client, and The Client shall promptly provide, a meter reading at the Premises in respect of the gas and / or electricity readings.

14.13 If UGP do not or are unable to get an actual meter reading for the date UGP starts supplying The Client with gas or electricity, UGP will estimate a reading as per the information given to us or then available to us from other sources and based on industry standards.

14.14 Where it is agreed UGP shall install a smart meter at a Premises UGP shall operate such a meter in smart mode, and UGP will seek to remotely collect meter readings at least once per month and will use these readings in processing of UGP's billing.

14.15 Following termination of the Contract for any reason, UGP shall be entitled to remove any meter we own on providing reasonable written notice of our intention to do so.

14.16 The Client shall permit UGP and its agents, subcontractors or appointees to access any metering Equipment in relation to any Premises

on reasonable notice at any time for the purposes of reading, testing, inspecting, maintaining, repairing, replacing or removing any metering Equipment (as appropriate).

15. VARIATIONS

15.1 In addition to any other provisions of this Contract, UGP may vary the Charges or pass through any higher or additional costs:

15.1.1 If information provided by Client, The Client(s) representative or agent is incorrect or incomplete;

15.1.2 As a result of any directions or requirements of the Secretary of State under any legislation or regulations which determine the price of electricity to suppliers, during an emergency of a civil, electricity supply or other nature;

15.1.3 If any changes made to The Client(s) supply after the date of this Contract result in an increase or decrease in third party charges;

15.1.4 Where a pass through of third-party charges is indicated in the Order Form;

15.1.5 Where pass through of third party charges is not indicated in the Order Form but where a change in such charges occurs as a result of a change in law, industry agreements or a substantial change introduced by the authorities or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;

15.1.6 As expressly provided for elsewhere in this Contract.

15.2. Except as expressly provided for in this Contract, this Contract may only be varied by an agreement in writing signed by both parties.

16. DEEMED CONTRACTS

16.1 The Client may be or become subject to a deemed supply contract and where we believe this is the case, we shall notify you.

16.1.1. A deemed supply contract applies when The Client(s) move into premises where UGP is the incumbent electricity and / or gas Energy Supplier, and The Client(s) have not actively agreed a formal supply

Contract with UGP, or in other circumstances where no formal Contract is in place or ceases to be in place.

16.1.2 The Commencement Date of a deemed contract in relation to The Client's move to a Premises will be taken from the date of new occupancy confirmed by The Client(s) through the appropriate proof of tenancy/ownership.

16.1.3 If a Premises remains vacant and no new tenant takes up occupancy, the landlord shall be liable for the supply of all gas and / or electricity and all associated charges under deemed contract. In such circumstances The Client(s) will be placed on UGP 10

'Standard Variable Plan' until such time The Client(s) agrees a formal contract with UGP, or The Client(s) switch electricity / gas to an alternative Energy Supplier.

16.2 From the Commencement Date of the deemed contract The Client(s) will pay UGP the charges for supply used in accordance with the appropriate tariff and the charges outlined in clause 5. UGP may also request a security deposit from Client.

16.3 If information for charging purposes under the deemed contract is not available for whatever reason or is inaccurate, or where the meter has not been read immediately before the Commencement Date, UGP shall be entitled to make a reasonable estimate of charges and provide The Client(s) with an estimated bill which The Client(s) must pay in full within 14 days of the date of invoice.

16.4 UGP may end the deemed contract and/or disconnect The Client(s) supply of electricity at any time on giving The Client(s) notice to that effect:

16.4.1 If The Client(s) fail to set up a valid direct debit instruction or alternative payment method exceptionally agreed by UGP within 28 days of the Commencement Date;

16.4.2 If The Client(s) fail to pay a security deposit within 28 days of the Commencement Date;

16.4.3 If The Client(s) fail to pay any amount due to UGP by the date upon which such amount was due;

16.4.4 If The Client(s) are using electricity for a different purpose than that for which UGP agreed to supply it;

16.4.5 If The Client(s) become insolvent, go into liquidation, receivership or administration or compound with The Client(s) creditors.

16.5 The Client should be aware that rates and charges based on a deemed contract arrangement may be higher than the rates and charges available under a formal Contract agreed with UGP.

16.6 UGP may change its deemed prices from time to time. You can see our current deemed prices and get further information about our deemed contracts arrangements at on our [FAQs page](#).

17. PRE-SUPPLY AND SUPPLY CONDITIONS

17.1 UGP obligation to supply electricity and / or gas to The Client(s) under this Contract is conditional on:

17.1.1 The Client(s) confirming to UGP that (i) The Client(s) have the authority to enter into the Contract to purchase electricity and / or gas for consumption at the Premises; or (ii) any representative or agent acting on The Client(s) behalf has this authority; or (iii) The Client(s) are the owner or occupier of the Premises; or (iv) if The Client(s) are a sole trader, The Client(s) confirm that The Client(s) are aged 18 or over; or (v) if The Client(s) are a partnership or other unincorporated organisation, The Client(s) and the other partners or officers will be jointly and severally liable under The Client(s) Contract;

17.1.2 The Client(s) have duly passed any of UGP credit checks, and if requested, provided UGP with a security deposit, bond or acceptable guarantee, and The Client's acceptance that if The Client suffers any subsequent adverse credit standing or capacity UGP shall be entitled to amend the Contract to take into account any additional costs or risks UGP may incur in the continuing provision of the Services;

17.1.3 The termination by The Client(s) of The Client(s) agreement with The Client(s) previous Energy Supplier; and

17.1.4 each Meter Point being connected to the network.

17.2 UGP shall have no liability to The Client(s) where registration of one or more Meter Points is delayed beyond the Supply Start Date due to circumstances beyond UGP's reasonable control.

17.3 In the event that UGP are unable to register a Meter Point for any reason beyond UGP's control including, but not limited to, The Client(s)

previous Energy Supplier raising a transfer objection, and despite UGP's reasonable efforts the issue is not resolved two weeks after the Supply Start Date, it shall be considered a material breach of this Contract and The Client(s) may be deemed to have wrongfully terminated this Contract in which case the provisions of Clause 12.7 shall apply.

17.4 Where The Client(s) have an agreement with a third party for the provision of metering or other services in relation to a Premises The Client(s) shall ensure that they operate at all times in accordance with Good Industry Practice. The Client(s) shall be responsible and indemnify UGP for all costs incurred by UGP in relation to such metering or other services provided and in relation to any costs incurred by UGP as a result of damage caused to, or removal of, such third party Equipment unless damage is due to the negligence of UGP.

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