

TERMS AND CONDITIONS FOR THE SUPPLY OF GAS AND ELECTRICITY TO A MICRO BUSINESS OR LARGE BUSINESS, INCLUDING OUT OF CONTRACT AND DEEMED CONTRACTS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract:

Actual Meter Reading	where we or an appointed agent read the meter at your site, we receive an automated meter reading or where you give us an accurate reading from your meter;
Agent	our formally appointed agents and subcontractors;
Capacity	means the capacity of each Supply Point agreed with the relevant Network Operator;
Charges	the amounts you must pay us under this Contract, including Prices and any other costs or charges payable under the Contract, including any Pass-through or Standing Charges;
CCL (Climate Change Levy)	the tax (charged in the UK) on the commercial and industrial use of energy as set out in Schedule 6 of the Finance Act 2000;
Consumption Data	Energy usage data recorded by your Smart Meter;
Contract	these terms and conditions of supply, which will apply even where we have not agreed Contract Details, any Contract Details which we provide to you, and any side letters or other documents which we agree in writing form part of the Contract between you and us;
Contract Details	a document that we give you as well as these terms and conditions of supply, which gives details about the Supply Period, your Site or Sites and your supply details which may incorporate an annex. Where we have agreed Contract Details, a reference to the Contract also includes those Contract Details;
Contract Start Date	has the meaning given in clause 2.6;
Customer Credit Balances	means the amount by which any payment you make to us exceeds the total amount of Charges due and payable under this Contract, minus any amounts refunded to you;
Customer Metering Agent	has the meaning given in clause 7.5;
Deemed Rates	Prices we charge you for Energy supplied to a Deemed Site. The current deemed rates can be found on our website: www.ugp.co.uk/customer-area/faqs/contracts ;
Deemed Site	the Site or Sites this Contract applies to in the circumstances set out in clause 2.8;
Directed Utility	a directed utility as described in paragraph 151(1) of Schedule 6 of the Finance Act 2000;
Direct Debit	A type of pre-authorized payment under which you as an account holder authorise a bank to pay a fixed or variable amount directly to us at regular (usually monthly or quarterly) intervals;
DSR Payment	a payment made to us in relation to emergency steps to reduce or discontinue the supply of gas by a Network Operator due to a gas deficit emergency;
Electronic Signature	signature compliant with the Electronic Signatures Regulations 2002;
Energy	gas or electricity (or both);

Firm Load Shedding	the reduction or discontinuance of gas to a Meter in order to keep the gas transportation network safely pressurised;
Fixed-Term Contract	a Contract for which we have agreed a fixed term, including any flexible purchase product or fixed price, and any Fixed-term Contract for which the term has been renewed or extended;
Force Majeure Event	means events or circumstances beyond our reasonable control without limitation including act of God, damage, civil commotion, failure of third-party services, war, regulation, direction or government order;
Gas Deficit Emergency	where there is a higher demand for gas from the gas transportation system compared to the actual amount of gas available;
Industry Agreements	all agreements, licences, authorisations and codes or procedures relating to supplying Energy to the Site;
Interruptible Gas Supply	where the Network Operator or we can stop or reduce the supply of gas to your Supply Point;
Large business	refers to any “Non-Domestic Customer” falling outside a Micro Business as defined in the gas and electricity supply licences granted to us by the regulator, Ofgem;
Last Resort Supply Direction	means a direction given to us by Ofgem that requires us to take over the supply of gas and/or electricity at a particular Site;
Managing Agent	a third party which you have told us is responsible for paying the Energy bills relating to your Contract on your behalf, evidenced by a letter of authority;
Meter	the meters and equipment for measuring and providing information on the gas and electricity you use;
Micro Business	you will be classed as a Micro Business if (as applicable): <ul style="list-style-type: none"> (a) you employ fewer than 10 employees and have an annual turnover or balance sheet no greater than €2 million; or (b) you use no more than 100,000 kWh of electricity per year; or (c) you use no more than 293,000 kWh of gas per year; or (d) we deem you to be a Micro Business Consumer in accordance with our licence;
Metering Agent	a provider of a service connected with the Meter, including installation, operation, maintenance, Meter reading, data collection, data processing and/or data aggregators who we, or you, appoint to carry out the metering services required;
Moving Notice	the notice you must give us if you are moving out of a Site (see clause 10);
Network Operator	the company licensed to run the electricity distribution or gas network for your area;
Non-Interruptible Customer	<ul style="list-style-type: none"> (a) you have not agreed with the Network Operator or a previous supplier that your gas supply can be interrupted or stopped in the event of a Gas Deficit Emergency; or (b) where you have entered into an Interruptible Agreement, but you failed to notify us of this prior to agreeing Contract Details with us, in accordance with the terms of this contract;
Ofgem	the Office of Gas and Electricity Markets, which regulates the gas and

	electricity markets in Great Britain. A reference to Ofgem includes a reference to the Gas and Electricity Markets Authority and to any successors to its or their functions;
Out of Contract Rate	variable charges that apply to a Site where a Fixed-term Contract has ended but you have not left our supply and have not agreed a new Contract with us. The current Out of Contract Rates can be found on our website at: www.ugp.co.uk/customer-area/faqs/contracts ;
Pass-through Charges	where Charges are indicated in the Contract as pass-through or excluded from the Prices, the Charges may be subject to change from time to time. We will bill you for the actual charges as published or in some circumstances we bill use on provisional charges and reconcile these charges at a future date which we will notify you of. Details of our Charges can be found at www.ugp.co.uk/customer-area/faqs/contracts ;
Price	the Prices we will charge you for supplying Energy to your Sites;
Principal Terms	means the statement of key contract terms we are required to send you under our gas and electricity supply licences;
Priority Classification	has the meaning given in clause 16.2;
Services	the supply of gas and/or electricity at the Premises/ site and any other services agreed to be provided by UGP to you 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 you and us subject to additional professional services terms);
Site	a property we supply Energy to under this Contract;
Smart Meter	a Meter which, as well as measuring your Energy consumption, can also carry out other roles, for example, allowing us to read the Meter remotely and gather information related to your use of Energy;
Statement of Renewal Terms	means a written statement containing key contract information that we are required to send you under our gas and electricity supply licences;
Supply Period	the period commencing on the Supply Start Date and ending on the date you leave our supply;
Supply Point	the point at which the Meter at your Site is supplied with gas and/or electricity;
Termination Fee	A fee we may charge you if a Site leaves our supply before the end of the applicable Contract;
TPI	a third-party intermediary instructed by you to act on your behalf, including but not limited to, an energy broker, Managing Agent or consultant;
VAT	value added tax as described in the Value Added Tax Act 1994;
We	refers to United Gas & Power Limited (registered number 08358816) and includes any related expressions, whether capitalised or not;
You	refers to the entity named as the customer in the Contract Details and includes any related expressions, whether capitalised or not.

1.2. In this Contract, unless the context otherwise requires:

1.2.1. the clause headings are included for convenience only and shall have no effect on the interpretation of the Contract;

- 1.2.2. words in the singular include the plural and vice versa;
- 1.2.3. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description to which they relate;
- 1.2.4. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form including email;
- 1.2.5. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time; and
- 1.2.6. a reference to legislation includes all subordinate legislation from time to time under that legislation.

2. THIS CONTRACT

- 2.1. We agree to provide Energy at your Sites and you agree to accept it under the terms and conditions of this Contract.
- 2.2. By agreeing to this Contract or agreeing Contract Details for a Site, you agree that:
 - 2.2.1. you own, use, occupy, or have agreed to take on responsibility and liability for the Site and that it is connected to mains gas or mains electricity (or both);
 - 2.2.2. the person entering into this Contract on your behalf has the necessary authority to bind you to it;
 - 2.2.3. we are responsible for delivering the Energy from outside a Site to the Meter and you are responsible for the Energy from the Meter(s) into your Site;
 - 2.2.4. your previous supplier has no reason to object to your transfer of supply to us, and that you will pay us for any charges you owe your previous supplier which may be transferred to us in relation to your Sites, together with any of our and your last supplier's administration charges.
- 2.3. Clause 2.2.4 does not apply to Deemed Sites.
- 2.4. You warrant that by entering into this Contract that the Energy at any Site is not used wholly or mainly for domestic purposes. If this is not correct, you must notify us immediately and if your supply has not yet started, we may terminate this Contract.
- 2.5. If you are a Micro Business, you must let us know immediately if your status changes and you cease to be, a Micro Business:
 - 2.5.1. if your supply has not yet started, we may terminate this Contract;
 - 2.5.2. if your status changes during the term of your Fixed-term Contract, we will continue to honour the terms of your Micro Business Fixed-term Contract until the end of the Fixed-term Contract;
 - 2.5.3. if your status changes during the term of a Deemed Contract, we may transfer you on to what we consider (acting reasonably) to be the most appropriate tariff to reflect your characteristics (and the terms and conditions of that tariff will apply to you instead).
- 2.6. You agree that we may check your credit standing before this Contract starts and at any other time during this Contract. If your credit standing is acceptable to us, your Contract Start Date will be the earlier to occur of:
 - 2.6.1. when you and we agree (either by email, verbally, or by you signing the Contract (in hard copy or electronically, using an Electronic Signature) that we will supply you; or
 - 2.6.2. the date as set out in clause 2.9, if you have not agreed a Contract with us.
- 2.7. If your credit standing is unacceptable to us, we may refuse to enter into a Contract with you or we

may require a security deposit from you.

- 2.8. You and we will agree Contract Details for each Site that we supply. If we do not agree Contract Details for any additional Sites you ask us to supply, these Sites will be supplied under an Out of Contract Rate and you will be charged for your Energy based on this rate.
- 2.9. If you move into a new site for which we supplied energy to the previous tenant/owner, and do not agree Contract Details with us for that Site, it will be a Deemed Site and Deemed Rates shall apply to it. This applies even if you do not use Energy at the Site as you are responsible for paying us for any charges applicable to making the supply available to your site. This Contract will apply to such Deemed Site from the date that:
- 2.9.1. you move into or take responsibility for the Site;
- 2.9.2. your tenants move out of the Site, if you are a landlord;
- 2.9.3. Ofgem has appointed us as your supplier, and you have not agreed Contract Details with us.
- 2.10. If we do not already supply a Site for which we have agreed Contract Details with you, we will use reasonable endeavours to start to supply you on your agreed start date or, in the absence of such agreed start date, within 21 days of the day we agreed your Contract Details (“**Supply Start Date**”).
- 2.11. The transfer of your supply to us may take longer than 21 days if:
- 2.11.1. your existing supplier blocks the transfer;
- 2.11.2. we do not have all the information we need to take over the supply despite taking all reasonable steps to obtain it;
- 2.11.3. you are connected to a private Energy network and:
- (a) work is required to enable you to use the distribution network for Energy; or
- (b) your existing supplier has told you that your metering needs to be changed before you can switch suppliers;
- 2.11.4. we cannot supply you for some other reason which is beyond our reasonable control, and we have taken all reasonably practicable steps to resolve the issue.
- 2.12. If any of the circumstances described in clause 2.11 apply, we may charge you any reasonable additional costs or expenses we incur. We may also increase the Charges, if these have changed as a result of the delay or stopped transfer. We are not liable to you for any delay in registering the switch of your supply if such delay is caused by circumstances outside of our reasonable control.
- 2.13. We can cancel your Contract if we are not able to transfer any or all of your Sites from your existing suppliers for reasons outside of our reasonable control or if you provide us with false, incomplete or inaccurate information. If we cancel the Contract in these circumstances, we will not be liable for any costs which you incur.
- 2.14. If we have agreed to purchase any Energy for you in advance of your Supply Start Date, and you then stop the transfer or if the transfer is stopped due to any of the circumstances listed in clause 2.11, you will be liable for any costs and losses which we incur in selling such Energy back to the market at the market price at that time of the resale.

3. **PRICES AND CHARGES**

- 3.1. If you have a Fixed-term Contract, you will pay the Prices set out in your Contract for the Energy used at each Site, and other Charges which apply under this Contract.
- 3.2. At the end of your Fixed-term Contract, unless we agree a new contract for the Site or you switch suppliers, we will move you onto our Out of Contract Rates (which are subject to change from time to time) for the Energy used at each Site. You will also pay any other Charges which apply under this Contract.
- 3.3. If you have a Deemed Contract, you will pay our Deemed Rates (which are subject to change from time to time) for the Energy which you use at each Deemed Site, until we agree a new contract for that Site, or you switch suppliers. You will also pay any and for all other Charges which apply under

this Contract.

- 3.4. If you change your payment method, or if any information you have provided to us and which we have relied upon to agree a Contract and/or Price with you turns out to be incorrect, we reserve the right to immediately change the Charges to reflect any additional costs and/or risks to us. We may carry out checks on the accuracy of the information we hold and conduct periodic Contract audits throughout the term of your Contract.
- 3.5. We can apply additional costs and Charges to your account including, but not limited to:
- 3.5.1. our reasonable costs that we incur when we try to recover money you owe us, including reasonable administration and third-party costs, reasonable legal costs and/or our reasonable costs where an attempted payment with an agreed payment method fails;
 - 3.5.2. our reasonable costs of stopping, disconnecting or reconnecting your supply;
 - 3.5.3. costs we incur in supplying Energy to the extent that these costs are not already included in your Prices as set out in your Contract. These costs include (where applicable), but are not limited to, excess Capacity charges, excess reactive power charges, and Supply Point ratchet charges;
 - 3.5.4. our reasonable costs if you materially breach any of the terms and conditions of this Contract (including administration costs and costs that we have to pay for coming to your site);
 - 3.5.5. our reasonable costs if you fail to keep an agreed appointment with us or our Agents at a site;
 - 3.5.6. our reasonable costs if you interfere with your Meter or Smart Meter, or if you steal Energy, including any costs incurred if we have to take appropriate action accordingly to remedy the situation;
 - 3.5.7. charges for Meters, Smart Meters or metering equipment and Agent charges relating to Meter reading, data collection and data processing, where these charges are not already included in the Prices set out in your Contract;
 - 3.5.8. our reasonable costs if you prevent us or our Agents from reading or working on your Meter or Smart Meter, and/or costs for reading your Meter when you ask us, if this is more often than the normal Meter reading schedule or industry agreement requirement;
 - 3.5.9. our costs for any extra services which you ask us to provide, including (for example only) our costs of making and sending copies of any documents we have already made available to you in any format or online, or carrying out transactions which you could do online;
 - 3.5.10. our reasonable costs to reflect any change in law or Industry Agreements, or a material change in methodology of how such costs are calculated;
 - 3.5.11. costs under any Industry Agreements that could not have been reasonably expected or foreseen by us;
 - 3.5.12. any costs we incur as a result of you appointing a TPI or a Customer Metering Agent and their resulting actions, omissions or negligence; and
 - 3.5.13. any amounts that, by law, we have to include in your bills (for example, if the Government introduced a scheme for customers to pay for energy-efficiency measures through their energy bills).
- 3.6. We can also change your Prices or charge you extra to reflect all additional costs we incur on your behalf if you make changes to your Meter or supply, including but not limited to increases to Capacity.
- 3.7. If your Meter also supplies other addresses that you do not own or use or if you are one of multiple owners, occupiers or consumers at a Site or a Deemed Site, you will be responsible jointly and severally for paying us for all the Energy that is used at the other addresses.
- 3.8. Our Prices and other Charges are subject to UK tax (including VAT), and any other levy or duty imposed in accordance with legislation, Industry Agreements.

- 3.9. We will charge you VAT at the prevailing rate on supplies of Energy, unless:
- 3.9.1. you send us a completed, valid VAT certificate as evidence of proof that you do not have to pay for Energy at the standard rate of VAT at the Site. If you do this, we will charge you VAT at the appropriate reduced rate on all, or the part, of your supply that is eligible for that reduced rate of VAT from the date we receive your VAT certificate. We may share your VAT certificate with HMRC; or
 - 3.9.2. the supply to your Site is below the limits set by HMRC, in which case we will automatically charge VAT at the reduced rate.
- 3.10. You will be charged CCL on the Energy you use, unless:
- 3.10.1. CCL does not apply;
 - 3.10.2. you or your supply qualify for an exemption or discount from the full CCL rate; or
 - 3.10.3. you are a Directed Utility and you have provided us with notification of your Directed Utility status from HMRC.
- 3.11. If you are eligible for an exemption or discount from the full rate of CCL (you must send us a completed, valid PP11 form (which you can obtain from HMRC) before the start of your Supply Period with us. If you send us a filled-in PP11 after we have started to supply your site, by law there is a maximum period for which we can apply any appropriate exemption or discount to Energy we supply to your site. This means that we can only apply the exemption or discount to Energy we have supplied to you, at the site, from the date which is four years before the date on which we receive the form.
- 3.12. We will not be legally responsible to you or anyone else if we have not charged you enough VAT or CCL because of incorrect information you have given us. If this happens, then you must pay the difference to us if we demand on an invoice, or directly to HMRC if they demand it.
- 3.13. Once you have sent us a VAT certificate or PP11 form, it is your responsibility to tell us immediately if your Energy usage at your changes in such way that your VAT or CCL payments would change.
- 3.14. If we are supplying you at a Deemed Site as a result of a Last Resort Supply Direction, we will honour any Customer Credit Balances to the extent we committed to Ofgem to do so before we received the Last Resort Supply Direction.
- 3.15. If you have a Fixed-term Contract, or have not agreed a Fixed-term contract with us, or you are Out of Contract with us and are not a Micro Business Customer, then:
- 3.15.1. if your Contract Details specify a minimum quantity of Energy to be consumed at your Site (a "Minimum Quantity") and you consume less than the Minimum Quantity stated in your Contract Details, you must pay us Charges as if you had consumed the balance; and
 - 3.15.2. if your Contract Details specify a maximum of quantity of Energy that can be consumed at your Site and you consume more than that maximum (an "Excess Quantity") stated in your Contract Details, you must pay us Charges in respect of that Excess Quantity. The Charges will be the amount (if any) by which the wholesale Energy price we pay for the Excess Quantity exceeds the Price set out in your Contract Details.
- 3.16 Subject to your ongoing compliance with the conditions of this contract, we shall also use commercially reasonable endeavours to supply the Services.

4. PAYMENT

- 4.1. We will send you bills which may be based on Actual Meter Readings or estimated Meter readings. We will use estimated Meter readings when Actual Meter Readings or Smart Meter readings may not be available at the time the bill is generated, as reasonably determined by us.
- 4.2. You must pay the billed amount in full to us by the due date shown on your bill.

- 4.3. If there is undisputed debt on your account we may at any time, without notice to you, set off any liability you owe to us against any liability we owe to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract.
- 4.4. Any exercise by us of our rights under clause 4.3 shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.
- 4.5. All amounts due under this Contract from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.6. If we reasonably believe that any of the bills, we have sent you are not materially accurate, we may (but are not required), at our discretion, send you a new bill, which you must pay by the earlier of the date of the original payment term if it has not expired or within 10 days of receipt of the new bill. This clause will still apply after this Contract ends and after we have sent a final bill to you, should we discover a reason to revise the final bill at a later date.
- 4.7. Subject to clause 4.8, in relation to Deemed Sites, or if you are a Micro Business, we will only issue a bill or otherwise seek to recover ("**Charge Recovery Action**"):
- 4.7.1. units of Energy that could reasonably be considered to have been consumed within the preceding 12 months; and
- 4.7.2. standing charges and any other type of supply charge accrued within the preceding 12 months.
- 4.8. In relation to Deemed Sites, or if you are a Micro Business, we may take Charge Recovery Action for amounts outside of the parameters set in clause 4.7 if:
- 4.8.1. we originally billed you in accordance with clause 4.7 but you haven't paid your bill, and we are continuing to take steps to obtain payment of the same amounts;
- 4.8.2. we have been unable to take Charge Recovery Action for the correct amount of Energy consumed because of your obstructive or manifestly unreasonable behaviour; or
- 4.8.3. we are permitted to do so by Ofgem.
- 4.9. Failure to pay your bills by the payment due date will constitute a material breach of this Contract. In such circumstances, we may terminate the Contract early and apply a Termination Fee to your account, isolate or disconnect your supply, and/or add any outstanding Charges to your account.
- 4.10. If you are having financial difficulties, it is important you let us know so that we can find a solution where possible. For information about our debt management services, please contact us on 0800 669 6697 or email us at cs@ugp.co.uk.
- 4.11. If you pay a fixed amount by Direct Debit, we may change the amount you pay and when you pay it, depending on how much Energy you use, or we think you may use, or if we change our Prices or you owe us money. We will tell you before we make changes.
- 4.12. If your contract requires you to pay by Direct Debit, you must not cancel your Direct Debit. If your Direct Debit is cancelled, please call us immediately on 0800 669 6697 or email us at cs@ugp.co.uk.
- 4.13. If at any time during the Fixed-term Contract, you make a claim under the Direct Debit indemnity guarantee you must make a further immediate payment to us by Direct Debit or in another form to cover the amount that you have claimed back but have still been billed by the payment date stipulated. Failure to make such payment will be treated as non-payment under the Contract.
- 4.14. If you disagree with any amount we have charged, you will tell us immediately and provide us with any information you have which supports your view that there is a genuine and substantial disagreement.
- 4.15. If you do not comply with clause 4.14 above within 5 working days of raising the dispute with us, the matter will be closed and marked as resolved and all amounts outstanding and overdue at that time will be subject to additional Charges including interest in accordance with clause 4.17.
- 4.16. If you disagree with any amount, we have charged you:

- 4.16.1. you must continue to pay any undisputed amounts, and you must pay us any amount we have agreed with you in relation to the disputed part of the bill;
- 4.16.2. if we agree that we have charged you too much and that we owe you money, we will credit that money to your supply account or reimburse you as soon as we can, unless your account has been closed in which case, we will send you a cheque or BACS payment; and
- 4.16.3. if after having fully reviewed your bill and the information you have provided to us, we believe that you owe us money, we will tell you in writing. You must pay us the outstanding debt within 10 days from the date we tell you of our decision, even if we raise a new bill for the outstanding amount which shows a different payment due date. We may charge you any additional Charges in accordance with clause 4.17 for any amount you disputed in the original bill and did not pay by the due date. If you still disagree with our decision that you owe us money, clause 18 sets out the procedure you should follow.
- 4.17. If you do not pay your bill by the payment due date shown on the bill or in the Contract Details, we may:
- 4.17.1. charge you any Charges as set out in clause 3;
- 4.17.2. charge you interest and debt recovery charges (which vary depending on how much you owe us) at 8%; and
- 4.17.3. use any security deposit you have paid to us to pay off overdue bills.
- 4.18. It is your responsibility to pay your bills and any Charges or interest which have been applied to your account, even if you have notified us in writing that you have appointed a Managing Agent to do this on your behalf. We reserve the right to communicate with and take appropriate action against you directly in the event your Managing Agent has failed to pay a bill as expected.
- 4.19. If there is debt on your account, we will stop you from switching suppliers until the debt is paid in full. This clause shall not apply to a Deemed Site.

5. **SECURING YOUR ABILITY TO PAY**

- 5.1. We may check your credit standing at any time before or during this Contract.
- 5.2. If you repeatedly fail to pay bills on time and in full (and, having followed the procedure set out in clause 4.14, there is no genuine dispute about the bill), if we have concerns about your credit standing, or if we reasonably believe that you may not be able to pay your bills on time and in full, we may:
- 5.2.1. charge you different Prices, apply Charges to your account, or change your payment terms to reflect any additional costs and/or risks to us;
- 5.2.2. cancel your Contract (if we do not already supply your Site), in which case the site will stay with its previous supplier. If we stop the registration process in these circumstances, we will not be liable for any costs which you incur;
- 5.2.3. require you to use a specific payment method (by way of example only, by Direct Debit or by requiring you to make advanced payments for your supply);
- 5.2.4. require you to pay us a security deposit or to increase any security deposit that we already hold on your behalf. We do not pay any interest on security deposits held by us;
- 5.2.5. require you to arrange for a guarantee in the form we request from your parent company or from one or more directors, partners, shareholders, members or some other third party (who we agree to being your guarantor) confirming that they will be responsible for any amounts due under this Contract;
- 5.2.6. require you to provide any other form of security.
- 5.3. If you do not comply with changes we make pursuant to clause 5.2.1 and/or comply with a request we make pursuant to clauses 5.2.3 to 5.2.6 by the date we have asked, we have the right to stop your supply and/ or end your Contract. If we end your Contract, we will notify you of the date it has ended, and you will be charged our Out of Contract Rate for Energy which you use.

- 5.4. If at any time during your Contract you stop trading, your business is wound up, or you or your business become insolvent, or your business goes into administration or receivership, or your business enters into an arrangement with people who are owed money (your creditors), or where we reasonably believe there is a risk of these things happening, you must notify us immediately and we will take immediate steps permitted under the Insolvency Act 1986 in relation to securing payment, stopping your supply and mitigating any potential future losses which may also result in termination of the Contract in accordance with clause 12.1.5.

6. METERS & ACCESS

- 6.1. We can ask you for a Meter reading before we start supplying your Energy at any Site.
- 6.2. If we do not have an Actual Meter Reading, or are unable to use the reading provided, we will substitute this with our estimate based on industry profile data for the appropriate period used at the Site. If the Site is new, with no consumption history, we will estimate your usage based on the information you provide us. Please also note that no changes will be made to your opening Meter read after 12 (twelve) months from your Supply Start Date.
- 6.3. You must give us a Meter reading at least once every 12 months or more frequently, if we ask you to.
- 6.4. Your bill will be based on either an Actual Meter Reading or an estimated Meter reading.
- 6.5. We have the right to use a different Meter reading from the one you give us if we or one of our Agents read the Meter and got a different reading, or if the Meter reading falls outside our reasonable estimation of your use. We will let you know if this happens.
- 6.6. Subject to clause 6.2, if you disagree with a Meter reading we have used, you must tell us within 10 (ten) days of receipt of the bill which uses that Meter reading and provide us with any information you have which supports your view that there is a genuine and substantial disagreement and the terms of clauses 4.16 and 4.17 shall apply. If you do not tell us within this time, you will be deemed to agree with the Meter reading.
- 6.7. You agree to let us use any installed Smart Meter to manage your Energy supply from a distance, without visiting your Site. You agree that we can read, repair or update your Smart Meter, or disconnect your supply (in the circumstances set out in clause 7.1) or monitor the Energy you use, in accordance with your data preferences (which you can update by following the procedure set out in clause 6.9).
- 6.8. We will use your Consumption Data to work out your bill. If we can't collect your Consumption Data from your Smart Meter, we will estimate your usage for your bills.
- 6.9. We will collect Consumption Data from your smart meter at least once a month, unless we tell you otherwise in advance. If you are not happy for us to collect Consumption Data more than once a month, you can object by calling us on 0800 669 6697 or email us at cs@ugp.co.uk.
- 6.10. You agree that we may make any arrangements we need to, to provide a suitable Meter or Smart Meter at each Site. If we agree that you will provide the Meter or Smart Meter (or if such are already available at your Site), you will pay us for any reasonable costs, losses or expenses that we incur as a result of delays or problems that may arise from any arrangement and agree that we have no legal responsibility for that arrangement. If the arrangements you make do not provide us with an adequate level of service expected from such a Meter or Smart Meter, we may charge you our reasonable costs, losses or expenses to remedy the situation. You are responsible for ensuring that any Meter or Smart Meter you provide complies with all relevant regulatory requirements.
- 6.11. We are not responsible for any defects in a Meter, Smart Meter or other fitting that we do not own or provide.
- 6.12. You must not damage or interfere with the Meter or Smart Meter. If you do, we will charge you our and/or our Agents' reasonable costs to visit a site and carry out any repair or remedial work that needs doing. We will also charge you for our or our Agents' costs, if we think you may have interfered with the Meter or Smart Meter to steal Energy and for our estimate of the value of the stolen Energy.
- 6.13. You must let us, our Agents and/or the Network Operator visit your Site to access the Meter or Smart Meter. You must make sure it is safe to visit your Site. You must allow these visits to your

Site (we will give you advanced notice wherever possible and where it is appropriate to do so):

- 6.13.1. for any reason that relates to your supply or Meter or Smart Meter, pipes or wires (this includes, but is not limited to, reading, inspecting, repairing, exchanging (including changing your Meter for a Smart Meter), reconfiguring, testing, installing, isolating or removing a Meter or Smart Meter or stopping your supply);
 - 6.13.2. if we need to inspect or test a Meter or Smart Meter or connection we do not own or have not provided, to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
 - 6.13.3. if there is a risk of danger or if there is an emergency;
 - 6.13.4. if we have stopped supplying your Site and we want to collect any Meter or Smart Meter that belongs to us; or
 - 6.13.5. if we need to visit your Site for any other reason and can do this legally.
- 6.14. Subject to clause 6.12 and clause 6.13.2, where we own or provide the Meter or the Smart Meter, if you or we think that the Meter or Smart Meter is not correctly recording the Energy you use, we will arrange for a qualified person to test it. If the test shows that the Meter or Smart Meter is not recording information correctly (because it is outside the 'limits of error' set by relevant legislation), we will replace or repair the Meter or Smart Meter as soon as reasonably practical at our cost.
- 6.15. Where we own the meter:
- 6.15.1. if we ask to test your Meter or Smart Meter, we will pay for it;
 - 6.15.2. if you ask us to test your Meter or Smart Meter, you must pay for it before we carry out the test. If the Meter or Smart Meter is:
 - (a) working properly, we will not refund the amount you paid for the test;
 - (b) not correctly recording the Energy you use; we will refund the amount you paid for the test. If the Meter or Smart Meter has been incorrectly recording your Energy usage and you have paid for:
 - (i) more Energy than you should have, we will pay you back the amount you have overpaid; or
 - (ii) you have paid for less Energy than you should have, we will send you a bill in relation to such underpayment.
- 6.16. Where we do not own the Meter or Smart Meter, you are responsible for making sure it is working properly. If either you or we ask for it to be tested, you must pay for it to be carried out by a qualified person.
- 6.17. If you choose to stop taking supply at a Site, you must ask us to arrange for an appropriately qualified person to remove your Meter or Smart Meter or if the supply is for electricity, de-energise the Meter or Smart Meter (switch off the supply). If you ask us to arrange this work for you, you are responsible for paying all costs and expenses relating to the work (including any administration costs and/or Agent costs). Unless and until such work is carried out, you are responsible for paying us all Charges which relate to your Site having a supply of Energy.

7. **WHEN WE CAN STOP YOUR SUPPLY**

- 7.1. We may stop the supply to your Meter (by accessing your Site) or your Smart Meter (by remote access, and you agree that we may do so without asking your permission) if:
- 7.1.1. you ask us to in writing (provided that you pay us any relevant Charges for stopping the supply);
 - 7.1.2. we are required to due to safety or security reasons;
 - 7.1.3. we are required by law, regulation, or Industry Agreement;
 - 7.1.4. you break any of your material obligations under your Contract (including if you do not pay

your Energy bills by the due date);

- 7.1.5. you provide us with false information, or you fail to provide us with information specified in the Contract; or
 - 7.1.6. you become subject to, or we reasonably believe that you are about to become subject to, any of the events listed in clauses 12.1.1 to 12.1.5.
- 7.2. We do not have to restart the supply of Energy to your Site until you have:
- 7.2.1. asked us to do so in writing; and/or
 - 7.2.2. paid any outstanding Charges due under the Contract; and/or
 - 7.2.3. complied with any requirements which we have stipulated in relation to clause 5; and/or
 - 7.2.4. corrected any issue which may have resulted in your Meter or Smart Meter being de-energised in the first place (including sending us proof of information we have reasonably asked for when agreeing Contract Details for a Site in the first place).
- 7.3. We may charge you for additional costs and Charges in accordance with clause 3.5.
- 7.4. Our Contract with you assumes that we will read your Meter. Clauses 7.5 to 7.9 apply where you wish to appoint your own metering agent.
- 7.5. If you appoint your own metering agent(s) ("**Customer Metering Agent**"), you must ensure that they are properly qualified and are able to meet any reasonable requirement we specify in relation to the service they provide. You shall also ensure that they always operate in accordance with good industry practice, relevant legislation and industry codes of practice.
- 7.6. If, acting reasonably, we have concerns about your Customer Metering Agent, we may reject or delay their appointment.
- 7.7. If the Customer Metering Agent:
- 7.7.1. fails to perform;
 - 7.7.2. ceases to be properly qualified; and/or
 - 7.7.3. causes or may cause us to be in breach of our licence and/or Industry Agreements,
- this shall be deemed to be a "**Customer Metering Agent Failure**".
- 7.8. In the event of a Customer Metering Agent Failure, we may:
- 7.8.1. appoint a replacement Metering Agent and charge you for the costs of the services provided by such replacement; and/or
 - 7.8.2. pass through to you any costs or losses we incur, including but not limited to additional operating costs, regulator/industry fines or penalties and you agree to indemnify us for any such costs, fines or penalties; and/or
 - 7.8.3. charge you our Out of Contract Rate until you have worked with the Customer Metering Agent to resolve the situation to our reasonable satisfaction.
- 7.9. If we or any legally authorised third party asks you to stop or limit the amount of Energy you use at a Site, you must do everything you can to comply straight away. If the matter relates to a safety issue, you must not start using the Energy again until you have been informed by us or the legally authorised third party that the issue has been resolved. Your supply may be stopped or limited (either by accessing your Site or remotely if you have a Smart Meter) if:
- 7.9.1. we believe somebody's safety or property may be in danger;
 - 7.9.2. you repeatedly do not pay your undisputed Energy bills by the due date of bills sent to you;
 - 7.9.3. you materially breach any of the terms of this Contract;
 - 7.9.4. Ofgem or the Network Operator tell us to do so;

- 7.9.5. energy laws or Industry Agreements allow us to do so, and we deem it necessary;
- 7.9.6. circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to keep supplying you);
- 7.9.7. if we believe your Meter or Smart Meter is not set up adequately (including when you have provided your own Meter or Smart Meter or we have not been able to read it, or we believe the metering equipment is being interfered with);
- 7.9.8. you repeatedly deny us or our Metering Agent access to the Meter or Smart Meter;
- 7.9.9. we need to test emergency or safety procedures; or
- 7.9.10. your business is wound up, or goes into administration or receivership, if you or your business becomes insolvent or enter into an arrangement with people you owe money to (your creditors), and we are permitted to do so by law.

8. TERM AND RENEWALS FOR FIXED-TERM CONTRACTS & OUT OF CONTRACT RATES

- 8.1. If you are a Micro Business Customer, you are no longer required to give your notice of termination. We shall use reasonable endeavours before the end of your Fixed-term Contract to discuss the options available to you when it comes to an end. If you do not move to a new supplier at the end of the Fixed-term Contract, then you will move onto our Out of Contract Rate. If you are a non-Micro Business Customer, we will contact you no later than 60 days before the end of the Fixed-term Contract (or any extension of that Fixed-term Contract) with a Statement of Renewal Terms. The Statement of Renewal Terms will confirm the termination process and the latest date we must receive your notice of termination. If no termination notice is received and you have not ended your contract with us, your Fixed-Term Contract will automatically renew as outlined in your Statement of Renewal terms.
- 8.2. If we agree a new Fixed-term Contract with you, this will start on the date set out in the new Contract Details, which we will send to you. If you are a Micro Business customer, you will also receive our Principal Terms and Statement of Renewal terms within 10 days.
- 8.3. Without prejudice to clause 8.1, these terms and conditions of your Contract will continue to apply (as varied by your Statement of Renewal Terms). If you are a Micro Business Customer and you on our Out of Contract Rate you can end your contract with us at any time.
- 8.4. If another supplier attempts to transfer the supply of a Site that would still be in a Fixed-term Contract when the transfer is due to take place, we will stop the transfer in accordance with clause 10.5. If we ask you to, you must help us to object to the other supplier about the transfer, by contacting them and explaining that you still have a Fixed-term Contract in force with us.
- 8.5. Without prejudice to clause 8.4, if you serve a Moving Notice for a Site pursuant to clause 10.1 and/or seek to transfer a Site to another supplier in both cases where that Site remains subject to a Fixed-term Contract, the Contract and the Charges will continue to apply. If we subsequently agree to the transfer, we will charge you the Termination Fee.
- 8.6. If you have been transferred onto the Out of Contract Rate at the end of your Fixed-term Contract, you may leave our supply at any time provided that your new supplier successfully completes the supplier transfer process and you have paid all amounts owing to us. We may however object to you changing supplier if any of the reasons set out in clause 10.5 apply.
- 8.7. This Contract will end automatically in relation to a Site if a Last Resort Supply Direction is given to another supplier in relation to that Site.

9. DEEMED CONTRACTS

- 9.1. A site that is covered under this Contract in the circumstances described in clause 2.8 is a Deemed Site. This Contract will apply to a Deemed Site until:
 - 9.1.1. you enter into a Fixed-term Contract with us to cover the Deemed Site;
 - 9.1.2. if you already have a Fixed-term Contract with us, you agree Contract Details with us for the Deemed Site;

9.1.3. you have changed supplier for that Site.

9.2. We can change the terms and conditions of this Contract (including our Prices, conditions, payment methods and other Charges) for any Deemed Site. We will tell you about these changes by giving you a minimum of 5 days' notice of such changes, and which may include referring you to our website for further details.

9.3. If you have a Deemed Site, you do not have to give us notice but if you want to end this contract, the new supplier must still register your Site successfully. You must pay us for all Energy you use until the new supplier takes over your supply.

10. MOVING OUT OF A SITE AND/OR TRANSFERRING YOUR SUPPLY TO ANOTHER ENERGY SUPPLIER

10.1. If you are going to move out of a Site permanently:

10.1.1. you must give us at least 28 days' prior notice in writing or over the phone ("**Moving Notice**"). Your moving notice must state:

- (a) the date you are moving out of the site;
- (b) your new address and phone number; and
- (c) the name and contact details (including the phone number and email address) of the new owner, or tenant or, if the property will be vacant, the landlord of the site;

You must send your Moving Notice to: cs@ugp.co.uk;

10.1.2. on the date you move out of the Site, you must take final meter readings and provide these in writing or over the phone; and

10.1.3. we reserve the right to ask you to provide proof that there is a new tenant or owner at the Site, or that your right of occupancy and actual occupancy has ended if the Site is to remain vacant (such proof may include but not be limited to a copy of a lease, tenancy agreement, sale contract). We may not accept your Moving Notice or take any further steps to close your account for this Site until you have supplied us with such proof.

10.2. Unless and until you comply with the requirements of clause 10.1, this Contract shall continue to apply to the Site and you will be liable for all Charges for the Site until another owner, occupier or landlord takes responsibility for the Site or until the supply to the Site is isolated or disconnected by us or the Network Operator. You will remain liable for any debts which you owe us in relation to the Site until all such debts are paid.

10.3. If you let or sub-let a Site and you owe us money, this Contract will continue to apply until you have paid what you owe us (including any costs or Charges which we incur as a result of your failure to notify us of the change of ownership), even if we agree to supply the new tenant or sub-tenant under a separate contract.

10.4. Clauses 10.1 to 10.3 do not apply to a Deemed Site.

10.5. We have the right to stop you transferring your supply to another Energy supplier if:

10.5.1. you are still in a Fixed-term Contract, and you would still be in your Fixed-term Contract at the time when you want to transfer your supply;

10.5.2. your payment terms have expired, and you owe us money on your account before the transfer was due to happen;

10.5.3. you try to change suppliers for electricity and the new supplier does not apply for all the related Meter point administration numbers;

10.5.4. you ask us to stop the transfer;

10.5.5. you owe us money under any other agreement you have with us for supplying Energy; or

10.5.6. we and your new supplier agree that the switching request has been made in error.

10.6. Clauses 10.5.1 to 10.5.3 and 10.5.5 do not apply to Deemed Sites.

10.7. Without prejudice to clause 10.5, if we agree to your leaving our supply before the end of your Fixed-term Contract, you will pay us the Termination Fee.

11. TERMINATION FEE

11.1. If this Contract is wrongfully terminated by you, or if we terminate it because of your material breach of its terms, then without prejudice to our right to pursue any additional legal remedy in addition to any Charges owed by you, we may charge you a Termination Fee.

11.2. The Termination Fee will be the Charges we forecast you would have been charged in respect of one or more terminated supplies over the remainder of its Supply Period, calculated from the effective date of termination.

11.3. We will calculate the Termination Fee using the rates that would have applied to relevant part of the Supply.

11.4. This clause 11 does not apply to a Deemed Site or, if you are a Micro Business, to a Site that is on an Out of Contract Rate following the expiry of a Fixed-term Contract.

12. OUR RIGHTS TO END THIS CONTRACT

12.1. We can end our Contract with you immediately without prejudice to any other rights we have, and you will have to pay the Termination Fee, unless we agree otherwise, if:

12.1.1. any of the circumstances in clause 7.1 applies and we are entitled to suspend or stop your supply;

12.1.2. you commit a material breach of Contract, or you repeatedly breach the terms of this Contract;

12.1.3. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business), or where we reasonably believe there is a risk of these things happening;

12.1.4. your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract have been placed in jeopardy;

12.1.5. (to the extent we are permitted to end our Contract with you in such circumstances) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business), or where we reasonably believe there is a risk of these things happening;

12.1.6. Ofgem tell us we must end the Contract and/or they tell another supplier to take over the supply;

12.1.7. the Network Operator (or someone else on their behalf) isolates the Meter or Smart meter, removes the fuse from the Meter or Smart Meter, or disconnects the Meter or Smart Meter at the Site and/or we suspend or stop the supply under clause 7.1 or if the Site is disconnected, in which case we can end the Contract in relation to that Site;

12.1.8. if keeping to any clause in this Contract means you or we would be breaking the law.

12.1.9. If the Contract ends for any reason and another supplier has not taken over supply for that Site (including due to us objecting to the transfer in accordance with clause 10.5), you will automatically be charged and you agree to pay our Out of Contract Rate for your Energy.

13. AFTER THIS CONTRACT ENDS

13.1. The termination of this Contract for any reason will not affect any of the rights and remedies which you or we may have accrued up to the date of termination.

13.2. Any provision of the Contract that expressly or by implication is intended to come into or continue in

force on or after termination shall remain in full force and effect.

- 13.3. After this Contract ends, you must pay us for all Energy used at the Site until it is registered with another supplier (or the supply to the Site is disconnected or de-energised).
- 13.4. If you do not give us an accurate Meter reading at the end of the Contract, we may change your final bill once we receive an Actual Meter Reading. We may visit the Site to check how much Energy you have actually used, and you will continue to grant us access in order to carry out a Meter reading. We may use any security deposit you have paid to us to pay off what you owe under this Contract.
- 13.5. If you have money left on your account after we have told you the final amount that you owe us, taking into account any security deposit which we hold and after having deducted any outstanding debts or Charges which you owe us under or in connection with this Contract ("Credit"), we will take reasonable steps to contact you to obtain a final approved industry meter reading, issue you a final bill and contact you at 3 months and again at 6 months to remind you about a credit return (on your closed account). It is your responsibility to provide us with your new contact details to assist this process. If we do not have your new contact details, we will make reasonable attempts to contact you based on our current records. This includes phoning and writing to you or by email.
- 13.6. We may not have to repay the Credit to you if we have taken reasonable steps to contact you (as set out in clause 13.5 above) and at least 12 months have passed since we first tried to contact you.

14. LIABILITY

- 14.1. Without prejudice to your obligation to pay us the Charges, neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a "**Force Majeure Event**").
- 14.2. The affected party shall notify the other party as soon as is reasonably practicable of the force Majeure Event and shall take all reasonable steps to mitigate its effects as quickly as possible. The affected party shall also notify the other party once the Force Majeure event has ended.
- 14.3. If a Force Majeure Event continues for more than three (3) months, either party may terminate this Contract immediately by providing written notice to the other party. If this Contract is so terminated but the Sites remain on our supply, the conditions of clause 8.3 and clause 8.6 shall apply.
- 14.4. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 14.4.1. death or personal injury caused by negligence; or
- 14.4.2. fraud or fraudulent misrepresentation.
- 14.5. Subject to clause 14.4, and in no way limiting your liability to pay the Charges, neither party shall be liable to the other party for loss or damage arising in connection with this Contract (whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise) except for loss or damage to property arising from a breach of this Contract which was reasonably foreseeable at the time this Contract was entered into, provided that the liability of either party under this clause 14.5 shall not exceed :
- 14.5.1. the amount of Charges paid or payable in relation to the immediately preceding Supply Period under this Contract; or
- 14.5.2. if there was no immediately preceding Supply Period (for example, a Site is a Deemed Site), the amount of Charges estimated to be payable in respect of Energy consumed at the Site over the next 12 months, calculated using the Price and the annual quantity / estimated annual consumption applicable to the Site.
- 14.6. Without prejudice to clause 14.4 and clause 14.5 and also in no way limiting your liability to pay the Charges, neither party will be liable to the other party whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise for any loss of actual or expected profit, savings, income, business, production, information, reputation, goodwill, financial loss, and/or the loss of use or corruption of software, data or information, and/or indirect or consequential loss or damage or for any liability of the other party to any other person.

- 14.7. We shall not be responsible, or liable to you, for any losses, costs, expenses, or additional charges caused by the acts or omission of a third party, including but not limited to Metering Agents.
- 14.8. If the Network Operator is responsible for anything that is lost or damaged, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.
- 14.9. You will be liable to us for any loss, cost or liability of any nature we suffer or incur in relation to any act, omission, negligence or wilful misconduct on the part of any TPI you appoint to carry out any of your obligations under this Contract or for any Customer Metering Agent you appoint (including but not limited to their failure to provide us with any information we have reasonably requested in the timescale we have stipulated and which may result in us being in breach of our licence or industry obligations and incurring a financial penalty or fine).
- 14.10. Each clause in clause 14 applies separately. If a court or authority of competent jurisdiction decides we cannot enforce a certain clause, the other clauses will still apply.

15. EXTRA CONDITIONS FOR ELECTRICITY SUPPLY CONTRACTS

- 15.1. If we ask you to, you agree to tell us in writing about any on-site generation and provide forecasts of any future production.
- 15.2. If any Supply Point is non-half-hourly and, under Industry Agreements, it is required to be half-hourly, you must arrange to have half-hourly metering installed and (subject to clause 2.4) you will be responsible for any related Charges. You will be liable for all Charges incurred by us, should you fail to arrange such an installation.
- 15.3. By agreeing a Contract for electricity, you are also entering into an agreement with your local Network Operator. That agreement relates to the National Terms of Connection. In clause 15.4 below, 'your supplier' refers to us.
- 15.4. Your supplier is acting on behalf of your Network Operator to make an agreement with you. The agreement is that you and your Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Contract, and it affects your legal rights. The NTC is a legal agreement, it sets out rights and duties relating to the connection where your Network Operator delivers electricity to, or accepts electricity from, your property or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the Site. Your Network Operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your Network Operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, Tel 0207 706 5137, or see the website at www.connectionterms.co.uk

16. EXTRA CONDITIONS FOR GAS SUPPLY CONTRACTS

- 16.1. You are responsible for any gas escapes between the Meter and your Site.
- 16.2. You must tell us of your Priority Classification status at the start of your Contract, and if there is any change to your Priority Classification status at any time. Priority Classifications are intended to help in the safeguarding of life and normally only apply to hospitals, residential nursing or retirement homes, and recognised emergency services. Unless agreed otherwise in the Contract Details, you confirm that your Supply Point does not qualify for Priority Classification as determined under Department of Energy and Climate Change (DECC) /HSE requirements for sites consuming over 732,000 kWh (approximately 25,000 therms).
- 16.3. Where your gas usage at any Supply Point exceeds 732,000 kWh or 25,000 therms of gas per year, you must provide us with three named emergency contacts (including their name, job title and telephone number) who are contactable 24/7 prior to your Contract State Date ("Emergency Contacts"). These Emergency Contacts must be able to stop gas consumption immediately in the event of being notified of an emergency. If you fail to provide this information prior to your Contract State Date, this will result in a delay to the Contract Start Date for which we will not be liable. You must give us seven (7) days' notice of any changes to the Emergency Contacts information.
- 16.4. If we or the Network Operator contact you because of a gas emergency pursuant to clause 16.3, you must follow any instructions which we or the Network Operator give you regarding your gas supply.

- 16.5. If you fail to follow any instructions given by us or any of the aforementioned parties during a gas emergency, we or they may:
- 16.5.1. stop or limit the supply to your Supply Points and charge you for any reasonable cost incurred, or fees or Charges imposed under Industry Agreements and for any disconnection/reconnection of the Supply Points; and/or
 - 16.5.2. notify the Health and Safety Executive of your failure to comply with the Gas Safety Management Regulations 1996, which could lead to a criminal prosecution.
- 16.6. You must tell us before we agree Contract Details with you if you have agreed with the Network Operator or a previous supplier that your gas supply can be interrupted or stopped (an “Interruptible Agreement”). We may terminate your Contract and require you to switch any Sites in respect of which you have an Interruptible Agreement to another supplier, and you will do so promptly upon our written request.
- 16.7. If you do not tell us about an Interruptible Agreement for any Site or do not keep to the terms of clause 16.6 in relation to such Site, then you will be responsible for all costs, losses or charges that we may incur or arise as a result.
- 16.8. If your Sites are subject to Firm Load Shedding by a Network Operator due to a Gas Deficit Emergency, we agree to credit your account (as soon as reasonably practicable) with a DSR Payment provided that we receive such a DSR Payment applicable to you from the relevant gas shipper. It is your responsibility to apply for any DSR Payment to which you may be entitled. Except as set out in this clause, we have no responsibility to you for any compensation relating to a Gas Deficit Emergency.
- 16.9. If we are given a direction under section 2(1)(b) of the Energy Act 1976 that prohibits or restricts the supply of gas to you, then:
- 16.9.1. we may discontinue or restrict the supply of gas to you;
 - 16.9.2. you must stop using gas if we tell you to do so;
 - 16.9.3. you must restrict your use of gas if we tell you to do so;
- for as long as the direction is in force and as is necessary or expedient for the purpose of or in connection with the direction.

17. **EXTRA CONDITIONS IF YOU USE A TPI**

- 17.1. We will not discuss anything to do with this Contract with a TPI unless we have received a valid letter of authority, acceptable to us, from you authorising us to do so. You can update your authorisation at any time by providing us with a new letter of authority. Any previous letter of authority will end when the new letter of authority becomes effective. You can cancel your letter of authority at any time by notifying us in writing of your decision. Unless it specifically states otherwise, we will assume that a letter of authority is valid for the duration of your Energy Contract.
- 17.2. If at any time, we wish to discuss a matter directly with you rather than your TPI, you accept that you are the contracting party and therefore we retain the right to contact you directly to discuss any aspect of the Contract with you.
- 17.3. You agree to fully indemnify us against any action, or inaction, or negligence on the part of the TPI which impacts our ability to perform our obligations under this Contract or puts us in potential breach of any applicable law or regulation including (but not limited to) our licence and Industry Agreements.
- 17.4. If you are a micro business customer only, we may pay commission to your approved energy TPI. The commission will be an uplift in pence per kWh and incorporated into the unit charge. The level of uplift included within your supply contract is not determined by us and should be agreed between you and your authorised TPI when you obtain broker services.

18. **COMPLAINTS**

- 18.1. We occasionally make mistakes and when this happens, we want to deal with the problem

straightaway. You can find details of our complaints handling process on our website at <https://www.ugp.co.uk/complaints-procedure/> or please call us on 0800 669 6697.

- 18.2. If you are a Micro Business, you can refer your complaint to the Ombudsman Services: Energy (ombudsman-services.org/energy), if you have followed our complaints procedure and:

18.2.1. your complaint has not been resolved after eight weeks; or

18.2.2. we have sent you our final response to your complaint and you are still unhappy.

19. **CHANGES TO THIS CONTRACT**

- 19.1. We can change the terms and conditions of this Contract at any time. We will tell you about these changes in writing (including by email or through your online account) before they take effect, which may include referring you to our website for details or sending you new terms and conditions by post or by email or by making them available to you online.

- 19.2. If you are on an Out of Contract Rate, we can change your Prices at any time by giving you 30 days' notice. If you are on a Deemed Rate, we can change your Prices at any time.

20. **USING PERSONAL INFORMATION**

Where you provide us with, or allow us access to, personal data relating to any living individual ("**Data Processing Activities**"), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these Data Processing Activities and the terms of our Privacy Notice at www.ugp.co.uk/privacy-policy/

21. **NOTICES**

- 21.1. Any notice which you send to us must be in writing and sent to either cs@ugp.co.uk by email or United Gas & Power, 16 Otley Road, Guiseley, Leeds, LS20 8AH by letter. The notice must provide sufficient information, which must include your name, for us to be able to identify you, your Contract and your Site, otherwise we will not be able to accept it.

- 21.2. We may send notices under this Contract to you by post, courier or guaranteed or special delivery service, or by email address to the last known email address that you have provided to us. Notices may also be delivered by hand.

- 21.3. Notices will be deemed to have been received as follows:

21.3.1. If sent by post, two working days after it was sent;

21.3.2. If sent by courier or guaranteed or special delivery service, on the date when it is recorded by the courier or delivery service as having been delivered and signed for;

21.3.3. If sent by email, on the date it was sent;

21.3.4. If delivered by hand, on the day it was delivered.

22. **NO WAIVER**

No right or remedy under or in connection with this Contract or at law shall be waived except to the extent the waiver is set out in writing, explicitly refers to this clause 22 and is signed by the waiving party.

23. **INVALIDITY**

If any part, or parts, of this Contract is or becomes illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

24. **ENTIRE AGREEMENT**

This Contract and any documents expressly referred to in it constitute the entire agreement between you and us and supersede and extinguish all previous and collateral agreements, promises, assurances, warranties, representations and understandings between us, whether written

or oral, relating to its subject matter.

25. THIRD-PARTY RIGHTS

Only you and we can enforce any of the conditions of your Contract and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to your Contract.

26. ASSIGNMENT

26.1. We can transfer, subcontract, assign, novate and deal with any or all of our rights (including the right to recover the Charges) or obligations under or in connection with this Contract.

26.2. You may not transfer, subcontract, assign, novate or otherwise deal with the Contract or any of your rights or responsibilities under or in connection with it without first obtaining our written permission.

27. COUNTERPARTS

27.1. This Contract may be executed in any number of counterparts and by different parties on separate counterparts, each of which when executed and delivered shall be an original and all of which together shall constitute a single Contract. This Contract shall not be effective until each party has executed and delivered at least one counterpart.

27.2. Transmission of an executed counterpart of this Contract (but, for the avoidance of doubt, not just a signature page) by post or email (in PDF) or through Docusign or similar shall constitute an original and shall be deemed to be binding when delivered.

28. GOVERNING LAW JURISDICTION

The laws of England and Wales apply to this Contract and the relationships created under it, and (except in relation to any application by us for a warrant to enforce our rights under this Contract) the courts of England and Wales have exclusive jurisdiction.