



# Unmetered Supplies Terms & Conditions for Major Business Customers

EDF Energy 2.0 13/01/12

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# Unmetered Supplies

## Terms & Conditions for Major Business Customers

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## 1 SUPPLY AND PERIOD

- 1.1 We will provide the Supply to you from the Earliest Supply Start Date provided that all the Connection Conditions have been satisfied and continue to be satisfied and none of the conditions in clause 1.3 apply. If all of the Connection Conditions are not satisfied on the Earliest Supply Start Date, we will provide the Supply to you from the date on which we are able to verify that those conditions have been satisfied. Where the Installations are located at more than one premise, the Earliest Supply Start Date may be different for some or each of them.
- 1.2 If, on the day after the date that this Agreement commences (the **"Relevant Date"**), any of the premises is being supplied by another electricity supplier (the **"Previous Supplier"**), your Earliest Supply Start will be within 21 days of the Relevant Date unless:
  - 1.2.1 you request that your Earliest Supply Start Date is a later date;
  - 1.2.2 you notify us that you do not wish the Supplier Transfer to take place (in which case you may be charged a termination fee in accordance with clause 7); or
  - 1.2.3 one or more of the conditions in clause 1.3 applies (in which case you may be charged a termination fee in accordance with clause 7).
- 1.3 The conditions in this clause are that, on or after the Relevant Date:
  - 1.3.1 the Previous Supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer;
  - 1.3.2 we do not have all the information we require in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from you; and we cannot readily obtain that information from another source; or
  - 1.3.3 you are taking a supply of electricity through an Exempt Distribution System and we are unable to start supplying the Sites because:
    - (a) a connection between the premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system has not yet been made; or
    - (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or
  - 1.3.4 we are prevented from completing the Supplier Transfer due to any other circumstance which is outside of our control and which we have taken all reasonable practicable steps to resolve.
- 1.4 Subject to clause 1.2, where a condition in clause 1.3 applies, we will complete the Supplier Transfer as soon as is reasonably practicable and in any event within 21 days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply).

## 2 CONNECTION CONDITIONS

- 2.1 In the case of each of the Installations, our obligation to provide the Supply is conditional at all times upon the following conditions being satisfied:-

- 2.1.1 there being a Connection Agreement, a Meter Operator Agreement, a Data Aggregator Agreement and a Data Collector Agreement, and a UMS certificate has been issued by your Local Network Operator;
- 2.1.2 there being a Use of System Agreement in force in relation to those Installations; and
- 2.1.3 our being Registered as your supplier.
- 2.2 You will use all reasonable efforts to ensure that clause 2.1.1, 2.1.2 and 2.1.3 are satisfied by the Earliest Supply Start Date and remain satisfied until this Agreement ends.
- 2.3 In the case of clause 2.1.3, we reserve the right to determine which Registration system will apply from time to time, and you will co-operate with us in securing any relevant Registration or change of Registration.
- 2.4 We are responsible for ensuring that:
  - 2.4.1 an accredited Meter Administrator; and
  - 2.4.2 appropriate Accredited Party Agents for data collection and data aggregation,
  - 2.4.3 are appointed where an Equivalent Meter is being utilised to calculate consumption.
- 2.5 We are not obliged to Supply electricity to you in excess of the Maximum Capacity.
- 2.6 This Agreement will continue in force until brought to an end under clause 13.

## 3 CLIMATE CHANGE LEVY

### 3.1 Climate Change Levy

In order for us to apply to your bill any reductions or exemptions from the CCL for which you may qualify other than in subclauses 3.2 and 3.4, you must supply us your completed relief or supplier certificate (PP11) available from HM Revenue and Customs. We must receive your CCL exemption certificate at least 10 days before the date that any Supply under this Agreement commences. HM Revenue and Customs will not permit exemption from the CCL to be applied retrospectively.

- 3.2 Renewable Source Electricity
  - 3.2.1 Contracts that provide for exemption from climate change levy (CCL) as sourced from Renewable Source Electricity will be backed by purchases from eligible CCL exempt sources.
  - 3.2.2 We shall supply to you Renewable Source Electricity up to 100% of your Declared Contracted Volume subject to sub-clause 3.3.
  - 3.2.3 Where any statutory provision allows us to, we may disapply sub-clause 3.3 and supply you with electricity which is not Renewable Source Electricity but benefits from a LEC. We shall not supply you with electricity which is neither Renewable Source Electricity nor benefits from a LEC.
- 3.3 Renewable Source Declaration
  - 3.3.1 The amount of Renewable Source Electricity supplied by us in each Averaging Period shall not exceed the difference between:
    - 3.3.1 the total amount of Renewable Source Electricity acquired or generated by us during that period, and
    - 3.3.2 so much of that total amount as is allocated by us otherwise than to Renewable Source Electricity supplies made by us in that period.



- 3.4 Combined Heat and Power (CHP) Electricity
- 3.4.1 Contracts that provide for exemption from climate change levy (CCL) as sourced from Good Quality Confirmed Heat and Power Source Electricity will be backed by purchases from eligible CCL exempt sources.
- 3.4.2 We shall supply to you CHP Electricity up to 100% of your Declared Contracted Volume subject to sub-clause 3.5.
- 3.4.3 Where any statutory provision allows us to, we may disapply sub-clause 3.5 and supply you with electricity which is not CHP Electricity but benefits from a LEC. We shall not supply you with electricity which is neither CHP Electricity nor benefits from a LEC.
- 3.5 CHP Declaration
- 3.5.1 The amount of CHP Electricity supplied by us in each Averaging Period shall not exceed the difference between:
- 3.5.1.1 the total amount of CHP Electricity acquired or generated by us during that period, and
- 3.5.1.2 so much of that total amount as is allocated by us otherwise than to CHP Electricity supplies made by us in that period.
- 3.6 Renewable and CHP Source declarations
- This clause 3.6 is for your information only. The Renewable and CHP Source declarations in sub-clauses 3.3 and 3.5 are declarations we are required to make in each contract for the supply of Renewable and CHP Electricity pursuant to paragraph 19 and 20 of Schedule 6 of the Finance Act 2000 in order that the supply is exempt from the Climate Change Levy. The declaration states that in any averaging period (which is, in broad terms, 2 years) we will not supply Renewable or CHP Energy in an amount that exceeds the amount of Renewable or CHP Electricity we have generated or acquired during that period.

## 4 LIMITATION OF DEMAND

You must not exceed your Maximum Capacity. If your demand does exceed the Maximum Capacity, you must pay us for any additional electricity consumed, the capacity provided and any costs we incur with the Local Network Operator as a result and all other costs we may incur.

## 5 OUR CHARGES

- 5.1 As soon as practicable after the end of each charging period we will send you an account showing the amount due for electricity supplied to the Installations during that charging period and (where applicable) any availability charge and any other costs that we are entitled to pass through to you. The account will be calculated in accordance with the Charges shown in the attached price schedule(s) and the electrical consumption of your installation will be calculated in accordance with the provisions of clause 9. 5.2 You agree to pay the whole account by cleared funds. If you do not pay any sum due under each account within the Payment Period, you will be in material breach of this Agreement and we may take action under clause 12 and / or clause 13. Any overdue amounts under this Agreement shall accrue interest at the Interest Rate as compounded annually from the

- date such sum became due until the date payment is received in cleared funds. You shall also pay us any debt recovery costs we incur as a result of your late payment. All invoices must be paid in full, even if part of an invoice is in dispute. Any disputed amounts must be notified to us within 14 days of the date of the invoice.
- 5.3 You will pay any Value Added Tax applicable to any amount due under this Agreement and to any other sums which you may have to pay under this Agreement.
- 5.4 Your Available Capacity, as agreed between yourself and your Local Network Operator, is required for quoting and billing purposes. Where the supply capacity has not been provided, it will be estimated until such time as an actual capacity is provided.
- 5.5 You agree to pay a reasonable administration charge if you ask us to supply duplicate account where account invoices have already been sent to you.
- 5.6 You shall not deduct or set off any payments due to us under this Agreement unless we have issued a credit note to you.
- 5.7 We may set off any amounts received by you against any other amounts due and owing by you under this Agreement or any other agreement between us.

## 6 VARIATION OF CHARGES

- 6.1 After the Earliest Termination Date, you will be placed on Extended Supply Charges unless you have renewed this Agreement for a further term.
- 6.2 In addition to sub-clause 6.1, we can vary all or any of our Charges at any time by giving notice in writing to you if:
- 6.2.1 Any information you or your Agent has provided to us, or our interpretation of that information, is incorrect;
- 6.2.2 Your Supply Number or Supplementary Data changes;
- 6.2.3 Any direction is given by the Secretary of State under the Act, by such amount(s) as may be necessary to enable us to recover from you a fair proportion of the additional costs suffered by us directly or indirectly as a result of such direction;
- 6.2.4 Any change is made after the date of this Agreement to: settlements charges made under the BSC;
- 6.2.4.1 costs relating to any communications link, meter operator services, data collector services, or data aggregator services associated with the Supply, in each case by each such amounts as may be necessary to enable us to recover from you an appropriate amount of money in respect of such change; and 6.2.4.2 any statutory levy (including the rate of the fossil fuel levy referred to in Section 33 of the Act), charge, tax, tariff or similar or any new statutory levy, charge, tax, tariff or similar is introduced;
- 6.2.5 The Earliest Supply Start Date is delayed due to any act or omission by yourself or as a result of circumstances beyond our control;
- 6.2.6 Your consumption patterns or requirements change significantly during the course of this Agreement and we incur additional costs as a result;
- 6.2.7 If after the date of this Agreement any of our electricity purchase agreements (as defined in our Licence) are suspended in whole or in part as a result of any





circumstances beyond our control by such amount as may be necessary to enable us to recover from you a fair proportion of the additional costs suffered by us directly or indirectly as a result of such total or partial suspension; and 6.2.8 If any information you or your representatives have provided to us and which we have relied upon to set our Charges, (and/or our interpretation of that information) proves to be incorrect.

- 6.3 Except as provided in clause 6.2, we shall not be entitled to vary our Charges before the Earliest Termination Date. However, we may vary our Charges with effect from the Earliest Termination Date and any subsequent date by giving you at least 28 days' notice in writing.
- 6.4 Whenever we give you notice under clause 6.3 amended our charges, the amended charges specified in that notice shall take effect on the date specified in that notice and shall continue in force until we give you further notice under clause 6.3 or this Agreement ends, whichever is the sooner.
- 6.5 We may vary our Charges under clauses 6.2 and 6.3 at any time and from time to time and:-
  - 6.5.1 such variations may include changes in the rates chargeable and /or the charging structure; but
  - 6.5.2 they shall not operate retrospectively.
- 6.6 If your Local Network Operator Charges us for reactive power consumed by your Installations, you will have to reimburse us for those Charges.

## 7 TERMINATION FEE

- 7.1 If this Agreement ends because you break any of its conditions, we reserve the right to charge you a termination fee to recover any reasonable losses, energy costs or expenses that we incur because of this.
- 7.2 Energy costs will be based on the following calculation, which you accept represents a reasonable pre-estimate of costs that we would incur as a result of the early termination of contract.  $\text{Energy Cost} = \text{Average Monthly Bill (£) Pre- VAT} \times \text{Time remaining to the earliest termination date Earliest Termination Date (months)} \times 12\%$

## 8 SECURITY DEPOSIT

- 8.1 In some circumstances, we may require you to pay a security deposit or advance payment. If so, we will explain the specific procedure when we contact you. The security deposit or advance payment may be requested at any time during the Agreement if we have a concern about your ability to pay for the Supply, or you fail to make any payment within the required period. 8.2 We will generally hold a security deposit for a minimum of one year, but may hold it for longer if we consider it reasonable. When we repay it to you, we will pay you:
  - 8.2.1 the entire security deposit plus;
  - 8.2.2 interest worked out at an annual rate of the base lending rate of the Bank of England from time to time in force for the period we hold the security deposit less;
  - 8.2.3 any amounts due and owing to us under the Agreement.
- 8.3 We will generally repay you within a month, if the arrangements to supply you with

electricity under this Agreement have ended and you have paid all our Charges.

- 8.4 If we apply part or all of a security deposit or advance payment against any amounts due and owing, then we may require you to pay a further security deposit or advance payment.

## 9 CALCULATION OF ELECTRICITY CONSUMPTION

- 9.1 Clauses 9.2 to 9.4 apply to any SSC without a PECU Array and clauses 9.5 to 9.7 apply to any MSID covering one or more GSPs for inventory that is controlled with a PECU Array.
- 9.2 The Charges set out in the attached price schedule(s) apply separately to each SSC within your installation. The allocation of each item of your inventory to an SSC will be as determined by your Local Network Operator in accordance with Agreed Procedure 520.
- 9.3 The amount of electricity consumed for each SSC within your installation each month is deemed to be the EAC for that SSC divided by 12.
- 9.4 If:
  - 9.4.1 your Local Network Operator fails to provide us with an EAC for any SSC; or
  - 9.4.2 the EAC or the amount of electricity calculated from it is obviously wrong or disputed; or
  - 9.4.3 for any other reason we are unable to calculate accurately the amount of electricity consumed by your installation from an EAC,
  - 9.4.4 we will make a reasonable estimate of the amount of electricity consumed and you must pay the Charges for the estimated amounts, subject to any adjustment which may be necessary following the next calculation.
- 9.5 The Charges set out in the Schedule apply separately to the consumption recorded for inventory allocated to each MSID controlled by one or more PECU Arrays.
- 9.6 The amount of electricity consumed by each MSID within your installation will be calculated by multiplying the total load for that MSID by the half-hourly operating data provided to your Data Collector by the Meter Administrator from the relevant Equivalent Meter.
- 9.7 If:
  - 9.7.1 Your Data Collector or the Meter Administrator fails to provide us with the Equivalent Meter data for any MSID; or
  - 9.7.2 the PECU Array operating data, the Equivalent Meter data or the amount of electricity calculated from it is obviously wrong or disputed; or
  - 9.7.3 for any other reason we are unable to calculate accurately the amount of electricity consumed by any particular MSID,
  - 9.7.4 we will make a reasonable estimate in accordance with BSC Procedure BSCP520 of the amount of electricity consumed by that MSID and you must pay the Charges for the estimated amounts, subject to any adjustment which may be necessary following the next calculation or the receipt of accurate PECU Array operating data or Equivalent Meter data (as the case requires).
- 9.8 You will notify us promptly of any dispute or query regarding the calculations of your consumption of electricity made by you or by your Local Network Operator under the Connection Agreement.





## 10 RIGHTS OF ACCESS

- 10.1 You will at all reasonable times during working hours allow us and our agents or representatives to enter the Premises and to have access to the Installations for the purpose of exercising any of our rights under this Agreement.
- 10.2 If we exercise our rights of entry under sub-clause 10.1, we and our agents or representatives shall comply with any reasonable requirements you may specify in relation to site security and health and safety. Your obligations under sub-clause 10.1 shall apply to any location which we may have to enter for the purpose of exercising our rights under this Agreement even if we are not supplying electricity to that location under this Agreement.
- 10.3 If our agents or representatives visit the Premises by prior appointment and they are unable to gain access, or if they visit the Premises without prior appointment during working hours and they are unreasonably denied access, we reserve the right to recover from you all reasonable charges associated with that visit.

## 11 INFORMATION ABOUT THE OWNER OF THE PREMISES

- 11.1 When you enter into this Agreement, you will confirm to us in writing the name and address of the owner and occupier of the premises and Installations.
- 11.2 If any details of the owner and / or occupier of the premises on which the Installations are located (including any change of owner or occupier) change while this Agreement continues, you will confirm the changes to us in writing as soon as possible (wherever possible before they occur) and in any event, within 14 days of the change.

## 12 DE-ENERGISATION AND DISCONNECTION

- 12.1 In addition to our rights to terminate this Agreement, we may arrange for the Supply to be de-energised or disconnected if:-
  - 12.1.1 any of the Connection Conditions set out in sub-clause 2.1 cease to be satisfied; or
  - 12.1.2 any amount due and owing is not paid within the relevant payment period; or
  - 12.1.3 you materially breach this Agreement and such breach is not capable of remedy; or
  - 12.1.4 you materially breach this Agreement and if such breach is capable of remedy, you do not remedy the breach within a period of 14 days after receiving notice from us requiring you to do so; or
  - 12.1.5 you cease to occupy the Premises or Premises being supplied under this Agreement; or
  - 12.1.6 an administrator, provisional administrator, receiver, administrative receiver, liquidator, bankruptcy trustee or supervisor (as the case requires) is appointed in respect of all or part of your undertaking or assets; or
  - 12.1.7 you enter into, or propose to enter into, a voluntary arrangement or composition with your creditors or make a proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986; or
  - 12.1.8 a moratorium order comes into force in relation to you; or
  - 12.1.9 you are unable to pay your debts (within the meaning of the Insolvency Act 1986) or you cease or threaten to cease to pay your debts as they fall due.

- 12.2 We may arrange to disconnect the Supply from the Distribution System if we have de-energised under clauses 12.1 or 12.2 and the Supply has remained de-energised for a period of not less than three calendar months.
- 12.3 Before arranging de-energisation or disconnection we will give you written notice.
- 12.4 If the Supply has been de-energised or disconnected under this Agreement, we will not arrange re-energisation or re-connection until:-
  - 12.1.1 the circumstances giving rise to de-energisation or disconnection have been remedied to our reasonable satisfaction; and
  - 12.1.2 you have paid such reasonable amount as we may require to cover the cost to us of the de-energisation and re-energisation and (where applicable) the disconnection and re-connection (including any payment we have to make to the Local Network Operator); and
  - 12.1.3 you have given such security as we may require for the Charges which may become due in future from you under this Agreement.
- 12.5 If you do not satisfy the requirements of clause 12.4 within the time specified in the relevant notice of de-energisation or disconnection we may end this Agreement and you will still have to pay any reasonable costs we incurred in relation to de-energisation and disconnection.

## 13 ENDING THIS AGREEMENT

- 13.1 Either Party may end this Agreement with effect from the Earliest Termination Date unless it has been renewed for a further term by giving not less than 28 days' written notice to the other Party expiring on the Earliest Termination Date or such anniversary (as the case may be).
- 13.2 In addition to the Parties' respective rights to end this Agreement by giving notice under clause 13.1, but subject to clause 13.3:-
  - 13.2.1 we may end this Agreement at any time by giving you written notice when we have the right to do so under clause 12.5;
  - 13.2.2 you may end this Agreement by giving us 28 days written notice within 28 days of receiving any notice of variation of Charges under clause 6.3.
- 13.3 In relation to each of the Installations ("the relevant Installations") any termination notice given by you under clauses 13.1 or 13.2 shall only take effect so as to end this Agreement when:-
  - 13.3.1 someone else has entered into an agreement with us for a supply of electricity at the relevant Installations; or
  - 13.3.2 another supplier has Registered and started supplying electricity to the relevant Installations; or
  - 13.3.3 the relevant Installations are disconnected from the Distribution System because no Supply of electricity is required at the relevant Installations.
- 13.4 Once this Agreement ends, the Supply will end and we may enter the premises to remove any of our equipment and you will pay to us any reasonable costs we may incur in discontinuing the Supply, including any payments which we have to make to the Local Network Operator.





- 13.5 Any rights or obligations which accrue to either Party before this Agreement ends and each Party's rights and obligations under clause 13.4 shall continue after this Agreement ends.
- 13.6 For the purposes of this Agreement, time shall be of the essence. If this Agreement ends because you breach any of its conditions you may be subject to an Early Termination Fee pursuant to sub-clause 7.1.

## 14 LIABILITY

- 14.1 Neither Party will be liable for any breach of this Agreement directly or indirectly caused by circumstances beyond their control.
- 14.2 Each Party shall only be liable to compensate for physical damage to the property of the other Party, its officers, employees or Agents which was reasonably foreseeable at the date of this Agreement, provided that any compensation payable under this clause 14.2 for loss or damage arising in any one calendar year will not exceed £1 million.
- 14.3 If you become entitled to recover compensation under any Connection Agreement, we will deduct a sum equal to the amount of that compensation from any sum we have to pay under clause 14.2 in respect of that incident.
  - 14.4 Subject to clauses 14.5 and 14.6, neither Party, its officers, employees or Agents will be liable to the other Party for:-
    - 14.4.1 any loss of profit, revenue, use, agreement or goodwill; or
    - 14.4.2 any indirect or consequential loss; or
    - 14.4.3 loss resulting from the liability of such other Party to any other person.
- 14.5 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party, its officers, employees or Agents.
- 14.6 Clauses 14.2 and 14.4 shall not apply to any claim brought under any of the following provisions of these terms of Supply namely, clauses 4 and sub clauses 5.2, 9.4, 9.7, 10.1, 12.2, 12.4, 12.5 and 20.
- 14.7 The rights and remedies provided by this Agreement to each Party replace all substantive rights or remedies, express or implied, and provided by common law or statute in respect of the subject matter of this Agreement, including any rights either Party might otherwise have in tort, except for liability for death or personal injury.
- 14.8 So far as it excludes liability, this clause 14 over-rides any other provision in this Agreement except where otherwise expressly provided, and each sub clause of this clause 14 will survive termination of this Agreement.

## 15 NOTICES

- 15.1 Any notice given under this Agreement shall be properly given if sent by first class pre-paid post, recorded delivery post, by hand, or by facsimile transmission to the relevant Party's Notices Address, or such other address as either Party may specify by giving notice under this clause 15.1.
- 15.2 Unless the Party to whom any notice is given under clause 15.1 proves otherwise:-
  - 15.2.1 any notice sent by first class pre-paid post will be deemed to be delivered on the second working day after it was posted; and

- 15.2.2 any notice sent by recorded delivery or delivered during working hours by hand or facsimile will be deemed to have been served upon actual delivery or transmission (as the case may be) but when that occurs outside working hours, the notice will be deemed to be given at the start of the next period of working hours following such delivery or transmission.

## 16 GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of England and Wales and no legal proceedings in respect of this Agreement shall be brought or conducted outside England and Wales.

## 17 WAIVER

No waiver of any right of a Party under this Agreement will prejudice that Party's entitlement to that (or any other) right in future.

## 18 ENTIRE AGREEMENT

This Agreement replaces any previous agreement you may have with us for the Supply of electricity to the premises and Installations (except where such previous agreement is in force at the date of this Agreement and is capable of remaining in force until no later than the day before the Supply Start Date without creating any inconsistency between that agreement and this Agreement, and in the event of such inconsistency, the terms of this Agreement shall prevail) but does not affect any rights or obligations which have accrued to either Party under such agreement before the date of this Agreement.

## 19 ASSIGNMENT / NOVATION

- 19.1 We shall have the right to assign or novate the benefit or burden of this Agreement without your prior consent.
- 19.2 You shall not assign or novate the benefit or burden of this Agreement without our prior written consent, which shall not be unreasonably withheld.

## 20 COSTS INDEMNITY

If we have to take legal action to enforce our rights under this Agreement, you agree to pay our reasonable costs as ordered by the Court which will not be limited to the fixed fees or costs recoverable under the court rules.

## 21 MEDIA

Both Parties may wish to promote this Agreement. Any contact with the media or other organisations to promote this Agreement must be agreed in writing in advance with the respective communications or press office of both Parties.

## 22 RIGHTS OF THIRD PARTIES

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.



## 23 ANTI-CORRUPTION

You may terminate this agreement with immediate effect and recover from us the amount of any loss or damage (subject to clause 14) resulting from such termination if at any time it becomes known to you that we, or any person employed by, or acting as our Agent, has offered or given or agreed to give any inducement or reward to any person, company or other organisation (not including our employees or Agents) in relation to the obtaining or execution of this Agreement or any other contract or agreement with you.

## 24 DEFINITIONS

In this Agreement, the following expressions shall have the meanings set opposite them below:-

**“Act”** means the Electricity Act 1989;

**“Agent”** means an Authorised Data Collector and / or an Authorised Data Aggregator and/ or an Authorised Meter Operator (as the case may be);

**“Agreed Procedure”** means an agreed procedure contained within the Agreed Procedures Index prepared pursuant to the P&SA;

**“Authorised Data Aggregator”** means a person authorised under the terms of the BSC to act as a data aggregator;

**“Authorised Data Collector”** means a person authorised under the terms of the BSC to act as a data collector;

**“Authority”** means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;

**“Averaging Period”** has the meaning given to that term in paragraph 19 of Schedule 6 to the Finance Act 2000;

**“BSC”** means the Balancing and Settlement code designated by the Secretary of State as from time to time amended with the approval of the Authority;

**“CHP Electricity”** has the meaning given to that term in paragraph 20 of Schedule 6 to the Finance Act 2000;

**“CHP LEC”** means the levy exemption certificate issued in accordance with paragraph 51(B) (8) of the Climate Change Levy (General) Regulations 2001 as amended by the Climate Change Levy (General) (Amendment) Regulations 2003;

**“circumstances beyond our control”** means circumstance that are beyond our reasonable control and which results in or causes us to fail to perform any of our obligations under this Agreement, and “circumstances beyond your control” shall be construed accordingly;

**“Climate Change Levy”** means the tax referred to in Schedule 6 of the Finance Act 2000;

**“Connection Agreement”** means an agreement between you and the Local Network Operator allowing you to keep the Site in question connected to the Distribution System. This agreement may be in the form of a non-standard connection agreement (on such terms as you have agreed or will agree with the Local Network Operator). If you choose not to make a non-standard connection agreement then your agreement will be as specified in the National Terms of Connection (NTC);

**“Data Aggregator Agreement”** means in respect of each of the premises, means an

agreement between you and an Authorised Data Aggregator for the provision of data aggregation services;

**“Data Collector Agreement”** means in respect of each of the premises, means an agreement between you and an Authorised Data Collector for the provision of data collection services;

**“Declared Contracted Volume”** means the predicted annual consumption agreed between us which may be based on forecast or indicative date as set out in the price schedule;

**“Distribution Exemption Holder”** means a person who is distributing electricity for the purpose of giving a supply of electricity or enabling a supply to be given, and who is authorised to do so by an exemption from the requirement to hold a distribution licence.

**“Distribution System”** means the Local Network Operator’s system for distributing electricity to each of the premises;

**“EAC”** means the estimated annual consumption of a part of your Installations which comprises all those points of Supply which have the same standard settlement configuration, as determined by your Local Network Operator and stated on the UMS certificate, and as varied from time to time by your Local Network Operator in accordance with any material changes to the inventory;

**“Earliest Supply Start Date”** means the relevant earliest supply start date set out in this Agreement or, if no such date is shown, the date on which we become Registered as supplier to the premises under the relevant Registration system;

**“Earliest Termination Date”** means the Earliest Termination Date set out in this Agreement;

**“Equivalent Meter”** has the meaning given in the BSC;

**“Exempt Distribution System”** means a distribution system operated or controlled by a Distribution Exemption Holder who is covered by an exemption granted to it in relation to that system.

**“GSP”** means the Grid Supply Point;

**“Installations”** means the street lighting, illuminated signs, street furniture, and other apparatus owned or operated by you, specified in the inventory contained in the Connection Agreement and identified by the stage 2 metering system number set out in the UMS certificate assigned to them, used or to be used by you for the purpose of taking a Supply of electricity, and connected or to be connected to the Distribution System as specified in the attached price schedule(s) all as amended from time to time in accordance with the Connection Agreement with your Local Network Operator;

**“Interest Rate”** means the Interest rate that the Supplier is Statutory entitled to charge according to the Late Payment of Commercial Debts (Interest) Act 1998.

**“Licence”** means the Licence which we hold under section 6(1) (c) or 6(2)(a) (as the case may be) of the Act to Supply electricity;

**“Local Network Operator”** means in respect of premises, the holder of a licence under section 6(i)(c) of the Act to distribute electricity in an area where the Premises or Installations are situated;

**“Maximum Capacity”** in respect of each of the premises, means the Maximum Capacity,



where applicable, specified in the Connection Agreement, as the same may be varied from time to time under the terms of the Connection Agreement;

**"Meter Administrator"** has the meaning given in BSC Procedure BSCP520;

**"MSID"** means the Metering System Identifier;

**"National Terms of Connection"** 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 in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website [www.connectionterms.co.uk](http://www.connectionterms.co.uk);

**"Notices Address"** means for (a) you; as shown on the front of this agreement; and (b) us, EDF Energy Major Business, Contract Administration, Gadeon House, Grenadier Road, Exeter Business Park, Exeter EX1 3UT, as the same may be varied from time to time by the relevant Party giving notice under clause 15.1;

**"Charges"** means the Charges shown in the price schedule attached to this Agreement, or the Extended Supply Charges if applicable;

**"Party"** means any Party to this Agreement, and "Parties" shall be construed accordingly;

**"Payment Period"** means the Payment Period shown on the front page of this Agreement or, if no such period is shown, the period will be 14 days from the invoice date;

**"PECU Array"** means the photo electric cell units arrays.

**"the P&SA"** means the Pooling and Settlement Agreement, or any replacement thereof in accordance with the standard conditions of the electricity Supply Licence;

**"the premises"** means the premises shown on the front page of this Agreement or, where appropriate, in a schedule;

**"Registered"** means in respect of any particular electricity supplier (which expression includes us) and in respect of any particular meter point, the date on which that supplier is deemed to be the supplier for that Supply point under the rules of the relevant Registration System and the expression

**"register"** shall mean to become Registered;

**"Registration"** means Registration as the supplier under the relevant Registration System;

**"Registration System"** means the "Electronic Registration System", or the "Public Registration System", or any other

**"Supplier Transfer"** means, in relation to any of the premises at which another electricity supplier is supplying electricity, the transfer of responsibility for that supply from that electricity supplier to us.

**"Supply"** means the Supply of electricity to be provided by us to you at the premises under this Agreement and, if this Agreement covers more than one premises, the expression "Supply" shall be construed separately in relation to each of them;

**"Supply Number"** means the discrete number attributed to a particular meter point (if any) under whichever Registration system applies to the Supply;

**"Supply Start Date"** means the Supply Start Date for each of the premises will be as specified in our registration as your Supplier;

**"UMS certificate"** means a certificate issued to you by your Local Network Operator in accordance with Agreed Procedure 520 containing details of your inventory including EAC for each SSC;

**"Use of System Agreement"** means an agreement or arrangement between us and the Local Network Operator governing our use of the Distribution System to provide the Supply;

## 25 INTERPRETATION

In these terms of Supply:-

25.1 Any reference to:-

25.1.1 a "clause" means a clause of this Agreement;

25.1.2 "Agreement" means the agreement including these terms and the

Schedules;

25.1.3 a "schedule" means a schedule to this Agreement;

25.1.4 "we" and "us" and "our" in each case refers (regardless of any wording to the contrary) to EDF Energy Customer plc trading as EDF Energy and includes any employees, officers, or Agents of EDF Energy Customer plc as EDF Energy acting for the purpose of this Agreement;

25.1.5 "you" means the customer named on the front page of this Agreement and the expressions "you" and "your" will be construed accordingly;

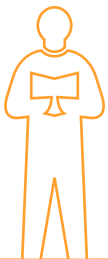
25.1.6 "our Agents" includes any Agent appointed by us or acting on our behalf;

25.1.7 "de-energise" means the movement of any switch or the removal of any fuse or the taking of any other step whereby no electrical current can flow from the distribution system to your electrical installation in The Premises; and the expressions "de-energised", "de-energisation", and "re-energisation" shall be construed accordingly;

25.1.8 "disconnection" means the removal of any cable or other equipment such that The Premises are no longer connected to the distribution system; and the expressions "disconnect(ed)", "re-connection" and "reconnect(ed)" shall be construed accordingly;

25.1.9 "month" means the period of one calendar month starting on the first day and ending on the last day and the expressions "monthly" shall be construed accordingly;

25.1.10 "quarter" means, if this Agreement provides for you to be billed on a "quarterly" basis: the period from the Supply Start Date to the first normal meter reading thereafter; or the period of approximately three calendar months from one such reading to the next; or the period from one such reading to the ending of the Supply, (as the case may be) and the expression "quarterly" shall be construed accordingly.





25.1.11 “working day” means any day other than Saturday or Sunday and which is not Christmas Day, Good Friday or a statutory Bank Holiday;

25.1.12 “working hours” means the hours of 9.00am to 5.00pm on any working day;

25.1.13 the expression “including” is to be construed without limitation.

25.2 All references in this Agreement to a statutory provision shall be construed as including references to any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force; all statutory instruments or orders made pursuant to a statutory provision; and any statutory provision of which a statutory provision is a consolidation, re-enactment or modification.

25.3 Words, phrases or expressions which are not defined herein and which have a generally accepted meaning in the business of the production, distribution and sale of electricity in the United Kingdom shall have that meaning in this Agreement.





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