

Consolidated deemed Terms & Conditions - gas

EDF Energy August 2020 Version 1





Terms & Conditions for **deemed** gas contracts

EDF Energy - Statutory Scheme determining Terms & Conditions
for Deemed Contracts (the "Scheme" version 1)

CONSOLIDATED DEEMED TERMS AND CONDITIONS For Major Business Customers

Made by EDF Energy Customers Ltd pursuant to Schedule 2B to the Gas Act 1986, for the purpose of determining the terms and conditions which are to be incorporated into contracts which, by virtue of that schedule, are to be deemed to have been made on or after 10 October 2019.

1 SCOPE AND APPLICATION

- 1.1 The Scheme applies in circumstances where gas is supplied to premises in any part of Great Britain otherwise than in pursuance of a contract and EDF Energy is the Appropriate Supplier at those premises (the "Relevant Premises").
- 1.2 This Scheme forms the entire agreement between EDF Energy and the Customer for the supply of gas to the Relevant Premises so:
 - 1.2.1 Any other representations or warranties are excluded from this Scheme; and
 - 1.2.2 No collateral or other agreement will be regarded as modifying this Scheme unless it is expressly referred to in, or is contemplated by, these terms.
- 1.3 Paragraphs 8(8) and 8(9), of the Gas Act Schedule contemplate revisions to this Scheme or particular provisions of this Scheme to the extent that they apply to different cases or classes of cases or to different areas. From time to time EDF Energy may make such revisions by a document expressly referring to this paragraph 1.3 (a "Revision"). Once such a document has been sent to the Authority and the Council under paragraph 8(9) of the Gas Act Schedule then, unless the Revision states differently:
 - 1.3.1 the provisions of any Deemed Contract created after such date will be made on the basis of this Scheme so revised; and
 - 1.3.2 each Revision will have the effect of varying the provisions of any or all of the Deemed Contracts in force at the date upon which the Revision is made.

2 EFFECT OF THE SCHEME

- 2.1 Where this Scheme applies, it determines the terms and conditions of the Deemed Contract which has been made between EDF Energy and the Customer for the supply of gas at the Relevant Premises.
- 2.2 Conclusive evidence of this Scheme and any Revisions thereto and of the Deemed Contract Schedule of Charges as set or changed by EDF Energy may be given in all courts of justice and in all legal proceedings whatsoever by the production of a copy of any document we have sent to the Authority and the Council under paragraph 8(9) of the Gas Act Schedule and which sets out this Scheme, the Deemed Contract Schedule of Charges and any Revision or changes thereto.

3 DETERMINATION

- 3.1 For the purposes of paragraph 1.1 of this Scheme, the deemed terms and conditions are to be determined for
 - 3.1.1 Major Business Customers, in accordance with the terms and conditions set out in Schedule 1; and
 - 3.1.2 Un-metered Customers, in accordance with the terms and conditions set out in Schedule 2.

SCHEDULE 1: MAJOR BUSINESS DEEMED CONTRACT TERMS

1 SUPPLY AND PERIOD

- 1.1 Your Deemed Contract will be regarded as coming into effect at the earliest of the following times (the "Start Date"):
 - 1.1.1 from the time when we began to supply gas to you at the Relevant Premises in the circumstances referred to in paragraph 8(2) of the Gas Act Schedule; or
 - 1.1.2 from the time when you began to take supply of gas in the circumstances referred to in paragraph 8(2) of the Gas Act Schedule. Notwithstanding the foregoing, if you enter into a Contract (other than a Deemed Contract) with us to supply gas to you at the Relevant Premises and such Contract is stated to have taken effect from a date during which the circumstances set out in this clause.
- 1.2 In the event that you enter into a new Contract with us, this Deemed Contract shall be deemed to be superseded and replaced in all respects by such Contract from the commencement of such Contract.
- 1.3 Our obligation to provide the Supply is conditional at all times upon the following conditions being satisfied:
 - 1.3.1 there being a Connection Agreement, a Meter Asset Manager Agreement, and a Data Collector Agreement in force in relation to those premises;
 - 1.3.2 there being a Meter installed at those Premises and such Meter meeting the requirements of sub-clause 5.1;
 - 1.3.3 there being a Use of System Agreement in force in relation to those premises; and
 - 1.3.4 our being registered as your supplier.





- 1.4 If you are an Administrator, in addition to Clause 1.2 our obligation to provide the Supply is conditional upon you giving a personal guarantee to pay all charges due in connection with the supply of gas to the Premises from the Start Date, or, if earlier, the "effective date" (as that term is defined by section 233 of the Insolvency Act 1986). By taking a Supply you confirm a personal guarantee is provided, so if you do not wish to give a personal guarantee then you must not take a Supply at the Premises.
- 1.5 You will use all reasonable efforts to ensure that conditions 1.3.1 and 1.3.2 in sub-clause 1.3 are satisfied before the Start Date and that they remain satisfied until this agreement ends and we will have the same obligation in respect of conditions 1.3.3 and 1.3.4 in subclause 1.3. In the case of condition 1.3.1, you will only be responsible for ensuring that a Meter Asset Manager Agreement and a Data Collector Agreement is in force where we require you to appoint the relevant Agent or where you have the option to appoint such Agents and we agree to you doing so. In the case of condition 1.3.4 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.
- 1.5 We are not obliged to supply gas to you in excess of the Maximum Capacity.
- 1.6 This agreement will continue in force until brought to an end under clause 8.
- 1.7 In the event of a gas escape or in the event that you suspect that there is a gas escape, you must report this to the National Grid immediately on the following number 0800 111 999.

2 LIMITATION OF DEMAND

You must not take gas in excess of the Maximum Capacity. If you do so, you will be in material breach of this agreement and we may take action under clause 7 and / or clause 8. Whether or not we take such action, you will pay us for the additional gas consumed, the capacity provided, and all other costs we may incur (including the cost of providing the additional gas).

3 OUR CHARGES

- 3.1 Gas supplied by us to you will be charged:
- 3.1.1 according to the number of kilowatt hours supplied to you; and
- 3.1.2 on the basis of the relevant Gas Charges applicable to you which can be identified from the relevant Deemed Contract Schedule of Charges in force at the time of supply. Gas Charges either apply generally or to any case or class of cases or to different areas or any combination of these as set out in the Deemed Contract Schedule of Charges.
- As soon as practicable after the end of each Charging Period we will send you an account showing the amount due from you for gas we have supplied to the premises during that charging period and (where applicable) any Availability Charge.
- 3.2 If you do not pay the sum due under each account within the Payment Period, you will be in material breach of this Deemed Contract and we may take action under clause 7 and / or clause 8. Whether or not we take such action, we may also require you to pay interest to us on the sum overdue, such interest to accrue at the Interest Rate, as compounded annually from the date such sum became due until the date payment is received in cleared funds. You should also pay us any debt recovery costs we incur as a result of your late payment.

- 3.3 You will pay any Climate Change Levy and any Value Added Tax applicable to any account and to any other sums which you may have to pay under this Deemed Contract.
- 3.4 We will prepare each of our accounts using the consumption data recorded by the Meter. If:
- 3.4.1 we do not have an up to date meter reading; or
- 3.4.2 the Meter fails to record correctly; or
- 3.4.3 data is lost in transmission; we will prepare an account using our reasonable estimate of the gas supplied.
- 3.5 Wherever we can, we will calculate charges for a Supply Point with Metering using consumption data recorded by the Metering, but where unavailable or we suspect it is wrong, we will use our reasonable estimate of the pattern and amount of gas we think has been consumed. If we prepare an invoice for an amount of consumption that is later revised (because actual consumption data becomes available or consumption data is amended by a Meter Reader), we may recalculate the charges payable, and include any resulting credit or debit in a later invoice.
- 3.6 In addition to our right to vary our charges under sub-clause 3.7, we will be entitled to vary, all or any of our charges by giving notice in writing to you as follows:
- 3.6.1 If your MPRN changes, we may vary our prices to reflect that change.
- 3.6.2 If any change is made after the date of this agreement in any of the following (as the same may be varied or replaced at any time):
- a) settlement charges under the UNC;
- b) costs relating to any communications link, meter asset manager services; data collector services; or data aggregator services associated with the supply in each case by such amount(s) as may be necessary to enable us to recover from you an appropriate amount of money in respect of such change; and
- c) the introduction of any new statutory levy or similar or any new direction is made by the Secretary of State or the Authority.
- 3.6.3 Where our charges are based on your using your own Agent(s) and you cease to have such Agent(s), by such amount as enables us to recover from you the cost to us of having consumption data for the premises metered, collected and processed by our Agent(s) as required by the UNC and to meet the meter reading and billing frequencies as set out in this Deemed Contract;
- 3.6.4 If after the Start Date any of our gas 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
- 3.6.5 If any information you or your representative 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.
- 3.7 The Deemed Contract Schedule of Charges set by us from time to time will remain in force until we change it. Gas Charges which fall to be calculated on or after the date of a change will be calculated in accordance with the Deemed Contract Schedule of Charges so changed.





3.8 We may vary our charges under sub-clauses 3.6 and 3.7 at any time and from time to time and:

3.8.1 such variations may include changes in the rates chargeable and /or the charging structure; but

3.8.2 they shall not operate retrospectively.

3.9 The capacity of your Supply, as agreed between you and your Local Distribution Zone, is required for quoting and billing purposes. Where the supply capacity has not been provided it will be estimated until such time as your actual Available Capacity is provided. Once your actual Available Capacity has been provided then we may adjust our charges retrospectively to reflect any differences between the estimated Available Capacity and the actual Available Capacity and you shall be liable to pay all our charges as adjusted. This estimate does not reflect any agreement in place between yourself and the network operator, nor does it imply this is the supply capacity for the Premises supplied under this Deemed Contract.

3.10 Our charges for your Supply relate to the meter reading and billing frequencies as set out in this Deemed Contract. The appointed Agents may make additional charges if you request optional or additional services, for example if you choose a different type of meter, or if your arrangements with the Agent(s) do not meet the requirements of the indicated meter reading and billing frequencies. If we incur such additional charges we will be entitled to pass them on to you by adding these charges to your normal bill(s) or by sending you a separate bill.

4 SECURITY FOR COSTS

4.1 In some circumstances, we may ask you to pay a security deposit. If we ask you to pay this, we will explain the procedure when we contact you. We may request a security deposit if we are concerned about your ability to pay our bills, or if the bills that we send you are not paid in accordance with sub-clause 3.1.

4.2 However, unless it is reasonable for us to keep a security deposit for a longer period, we will repay it to you after a year, along with interest calculated 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. This repayment will be made:

4.2.1 within 14 days if, during the previous full year, you have paid all our bills within the Payment Period, or

4.2.2 within a month, if the arrangements to supply you with gas under this Deemed Contract are ended and you have paid all our Gas Charges.

4.3 When we repay a security deposit, we will deduct from it any money that you owe us for the Supply.

4.4 If you have agreed to pay any Charges or other sum due to us in connection with the Supply by Direct Debit, but fail to make payment by that method (whether or not you pay the relevant sum by any other method) we may apply an "Incorrect Payment Method Uplift" of up to 2% of the total Charges or other sums due. We may apply the Incorrect Payment Method Uplift even where this Deemed Contract provides for alternative uplifts for payment methods other than Direct Debit (e.g. BACS or CHAPS) and you have used one of these alternatives.

5 METERING AND OTHER EQUIPMENT

5.1 The Supply will be measured by the Meter, which must be:

5.1.1 installed in the Premises (unless we agree for it to be installed elsewhere);

5.1.2 operated and maintained by a Meter Asset Manager;

5.1.3 in proper working order and suitable for measuring the Supply; and

5.1.4 suitable for use in connection with the charging structure applicable to the Supply.

You agree that you or your Agent will provide meter reads daily or at such frequency as we reasonably specify. In the event that you or your Agent fail to do this, you authorize us and our agents to access the Meter to obtain such reading at your expense.

5.2 For the purposes of sub-clause 5.1, you agree that non-certified metering equipment may be installed and used.

5.3 Where either party disputes the accuracy of the Meter, we will arrange for it to be inspected and tested in accordance with any relevant statutory or gas industry requirements (including the requirements of the UNC). If the Meter is found to be operating within the relevant limits of accuracy, the cost of inspection and testing will be borne by the party who disputed its accuracy.

5.4 If the Meter has to be changed or modified (whether before we start the Supply or later) because it cannot provide the consumption data we need to apply our charges, you will pay all reasonable costs or charges which we may incur in respect of the relevant changes or modifications.

5.5 After we are registered:

5.5.1 we may ask you to read the Meter and send us the reading so that we have an up to date reading as close as possible to the Start Date (if you do not send us that reading, or if that reading is disputed by your former supplier or his agent, we reserve the right to use a reasonable estimate of your consumption and / or arrange for the Meter to be read by our representative or agent, in which case we will be entitled to recover from you all reasonable costs we incur in doing so; and

5.5.2 we will arrange for the Meter to be read at appropriate intervals (if we do not have an up to date reading, you may send us your own reading if you wish).

5.6 If we arrange for the Meter to be read outside the normal meter reading cycle applicable to the Premises because you ask us to do so or as a result of some fault or failure on the part of you or any of your Agents under this Deemed Contract, you shall pay us any reasonable costs we incur.

5.7 You may have the right to appoint your own Agents if you wish. If you appoint your own Meter Asset Manager you must ensure that such Meter Asset Manager (i) complies with the requirements of MAMCoP; and is an approved Meter Asset Manager pursuant to the SPAA. In the event that your appointed Meter Asset Manager fails to maintain the requirements set out in this clause 5.7, we reserve the right to de-appoint your appointed Meter Asset Manager and appoint a Meter Asset Manager that does comply with the requirements under this clause 5.7. If you exercise your right under this clause 5.7, you will indemnify us against all costs, claims proceedings or demands we incur as a result of any fault of or failure in the Meter or any act or omission of you, or any of your Agents including any liquidated damages we have to pay under the UNC.

5.8 Subject to clause 6, we and our agents or representatives shall have the right to enter the premises (or where the Meter is installed in any other premises, those premises) for any purpose connected with this agreement, including inspecting, reading, testing, (and, where we agree to do so, maintaining, repairing and replacing) the Meter.

5.9 You must not damage or interfere with the Meter or any other equipment belonging to us,





any Agent or the Local Distribution Zone. You must ensure that an up to date line diagram in permanent form is prominently displayed on or near to the Meter to reflect the Meter configuration. You will indemnify us against any loss or damage we may incur as a result of any breach of this sub-clause 5.9.

6 RIGHTS OF ACCESS

- 6.1 You will at all reasonable times allow us and our agents or representatives to enter the Premises and to have access to the Meter for the purpose of exercising any of our rights under this Deemed Contract, including our rights under sub-clauses 5.8, 7.1 and 8.5. In exercising our rights of entry under this sub-clause 6.1, 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 this sub-clause 6.1 shall apply to any premises which we may have to enter for the purpose of exercising our rights under this Deemed Contract even if we are not supplying gas to those premises under this Deemed Contract.
- 6.2 If our agents or representatives visit the premises specified in subclause 6.1 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.

7 DE-ENERGISATION AND DISCONNECTION

- 7.1 We may arrange for the Supply to be de-energised or disconnected and we shall not be liable for any such de-energisation or disconnection if:
- 7.1.1 you do not pay the amount due under any account for gas we have supplied to you at the Premises (or at any other premises where we supply you with gas) within the Payment Period; or
 - 7.1.2 you fail to pay any other amount which may become due to us under the terms of this Deemed Contract; or
 - 7.1.3 you materially breach this Deemed Contract and do not remedy the breach within a reasonable time after receiving written notice from us requiring you to do so; or
 - 7.1.4 we consider it necessary:
 - a) to avoid danger;
 - b) to avoid a breach of any gas regulations applicable to the gas industry;
 - c) to avoid failure of, or interference with, the supply of gas to someone else to whom we supply gas; or
 - d) so that we or your Local Distribution Zone can inspect, alter, maintain, repair or add to any part of your Local Distribution Zone's Distribution System;
 - 7.1.5 you have in our reasonable belief made unauthorised use of gas or committed theft of gas at the Premises (or at any other premises at which we supply you with gas); or
 - 7.1.6 you are unable to pay your debts (within the meaning of the Insolvency Act 1986) or make a proposal for a voluntary arrangement under Part 1 of that Act.
- 7.2 We may also arrange for the Supply to be de-energised or disconnected if any of the conditions set out in sub-clause 1.2 cease to be satisfied.

- 7.3 We may arrange to disconnect the Supply from the Distribution System if we have de-energised under sub-clauses 7.1 or 7.2 and the Supply has remained de-energised for a period of not less than three calendar months.
- 7.4 Before arranging de-energisation or disconnection under subclauses 7.1, 7.2 or 7.3 we will give you written notice. In addition to disconnection we may not complete the registration of any Meter Point we have not already completed at that time.
- 7.5 If the Supply has been de-energised or disconnected under this clause 7, we will not arrange re-energisation or re-connection until:
- 7.5.1 the circumstances giving rise to de-energisation or disconnection have been remedied to our reasonable satisfaction; and
 - 7.5.2 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
 - 7.5.3 given such security as we may require for the Gas Charges which may become due in future from you under this Deemed Contract.
- 7.6 If you do not satisfy the requirements of sub-clause 7.5 within the time specified in the relevant notice of de-energisation or disconnection we may end this Deemed Contract and you will still have to pay any reasonable costs we incurred in relation to that de-energisation and disconnection.

8 ENDING THIS DEEMED CONTRACT

- 8.1 Except as stated in clauses 8.2 and 8.3 this Deemed Contract will continue to apply in respect of the Supply until the earlier of:
- 8.1.1 the circumstances referred to in paragraphs 3(1) or 3(2) of the Gas Act Schedule cease to apply;
 - 8.1.2 your Deemed Contract is validly ended under these terms or you commit a breach of these terms and we elect to discontinue the Supply and/or your Deemed Contract (subject to our compliance with the Licence and the Act); or
 - 8.1.3 the Licence or any authorisation or consent granted to us under the Act terminates or is withdrawn or is changed in a manner which materially affects our ability to supply gas to the Premises.
- 8.2 Subject to clause 10, where you intend to be supplied with gas at the Premises under a contract with us or under a request made to some other Gas Supplier, this Deemed Contract does not end but continues to have effect until we or such other Gas Supplier begins to supply gas to the Premises as aforesaid, at which time this Deemed Contract ceases to have effect.
- 8.3 Where you cease to own or occupy the Premises (or intend to do so) you may end this Deemed Contract with effect from the time you cease to own and/or occupy the Premises, subject to clause 11 and giving us not less than 2 working days notice. If you do not give such notice, then the Deemed Contract will not end and you will not cease to be liable to pay for the Supply to the Premises until the earlier of:
- 8.3.1 the third working day after you give us notice that you have ceased to own and/or occupy the Premises;



- 8.3.2 the time at which the register of the Meter is next due to be read after you have ceased to own or occupy the Premises; or
- 8.3.3 the time from which gas is supplied to the Premises by us or some other Gas Supplier, in pursuance of a request made by a person other than you. You will not be responsible for paying any charges for gas supplied which are paid by your successor or by another person owning or in occupation of the Premises.
- 8.4 Subject to clause 10 any notice given for the purposes of subclauses 8.1 or 8.2 shall only take effect so as to end this Deemed Contract when:
 - 8.4.1 someone else has entered into an agreement with us for a supply of gas at the Premises; or
 - 8.4.2 another supplier has registered and started supplying gas to the Premises; or
 - 8.4.3 the Premises are disconnected from the Distribution System because no supply of gas is required at the Premises.
- 8.5 Once this Deemed Contract ends the Supply will end and, unless we have agreed otherwise with you, you will allow our representatives or agents to enter the relevant premises to remove any of our equipment (including, where applicable, the Meter) 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 Distribution Zone and, where applicable, removing the Meter.
- 8.6 Any rights or obligations which accrue to either party before this Deemed Contract ends and each party's rights and obligations under clause 8.5 shall continue after this Deemed Contract ends.

9 LIABILITY

- 9.1 We will not be liable for any breach of this Deemed Contract directly or indirectly caused by circumstances beyond our control, and you will not be liable for such a breach when it is caused directly or indirectly by circumstances beyond your control.
- 9.2 Subject to sub-clauses 9.3, 9.4, 9.6, 9.7, 9.8, 9.9, 9.10, 9.12 and 9.13, each party will only be liable to compensate the other party for breach of this Deemed Contract when that breach directly results in physical damage to the property of the other party, its officers, employees or agents; and that loss or damage was reasonably foreseeable (at the date of this agreement) as likely to result, in the ordinary course of events, from such breach, provided that any compensation payable under this sub-clause 9.2 for loss or damage arising in any one calendar year will not exceed £1 million and we will deduct the amount of any compensation you are entitled to receive from the Transporter from the amount of compensation we may have to pay you as a result of the same breach.
- 9.3 If you become entitled to recover compensation under any Connection Agreement for the Premises in respect of a particular incident, we will deduct a sum equal to the amount of that compensation from any sum we have to pay under sub-clause 9.2 in respect of that incident.
- 9.4 Subject to sub-clause 9.9 and 9.10, neither party, its officers, employees or agents will be liable to the other party for:
 - 9.4.1 any loss of profit, revenue, use, agreement or goodwill;
 - 9.4.2 any indirect or consequential loss;
 - 9.4.3 any loss resulting from loss or corruption of, or damage to any data stored electronically and/or computer software; or
 - 9.4.4 loss resulting from the liability of such other party to any other person.

- 9.5 To the extent that our liability to you is not altogether excluded by this clause 9 and subject to clause 9.2, we will be liable to you only up to a maximum of £100,000 in respect of:
 - 9.5.1 each incident giving rise to a breach of this Deemed Contract; or
 - 9.5.2 damage for which we are otherwise liable.
- 9.6 If either:
 - 9.6.1 this Deemed Contract is breached as a result of an action or omission of an Agent Services Provider, Transporter, or other third party; or
 - 9.6.2 it is found you have overpaid an amount in connection with Supply that has been passed on to a third party; or
 - 9.6.3 you have overpaid an amount as a result of a Meter Asset Manager or Meter Examiner confirming a Meter is operating inaccurately, we will only compensate or reimburse you any amount we recover in relation to it under an Industry Agreement or otherwise, minus any reasonable costs and expenses we incur as part of the recovery, and we will not have any liability to you in excess of what is prescribed by the Industry Agreements.
- 9.7 We:
 - 9.7.1 do not give any warranty or guarantee whatsoever as to the adequacy or safety of your gas system and this shall be and shall remain at all times at your sole risk; and
 - 9.7.2 shall have no liability for any interruption or disruption of the Supply to a Meter Point due to a fault on any Distribution System, or any gas network, or installation at any Meter Point. In the event that we receive a compensation payment from your Transporter as a result of a temporary Supply interruption, we will pass such compensation payment to you.
- 9.8 We shall not be liable, nor under any obligation to refund you any amount or alter any charges if:
 - 9.8.1 any incorrect charges are applied because of a failure by, or an error caused or made by you, an Agent Services Provider, a third party or a subcontractor; and/or
 - 9.8.2 any payments we have made to a third party intermediary (TPI) are disputed by you. You must ask your TPI directly if you have any queries in connection with the impact of their fees on your charges.
- 9.9 Nothing in this Deemed Contract 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.
- 9.10 Sub-clauses 9.2 and 9.4 shall not apply to any claim brought under any of the following provisions of this Deemed Contract namely, clauses 2, 3.2, 5.3 to 5.7 (inclusive), 5.10, 6.2, 7.2, 7.5, 7.6 and 17.
- 9.11 The rights and remedies provided by this Deemed Contract 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 Deemed Contract, including any rights either party might otherwise have in tort, except for liability for death or personal injury.
- 9.12 So far as it excludes liability, this clause 9 over-rides any other provision in this Deemed Contract except where otherwise expressly provided.
- 9.13 Each sub-clause of this clause 9:
 - 9.13.1 will survive termination of this Deemed Contract; and
 - 9.13.2 is a separate limitation of liability and shall apply and survive if, for any reason, one or other of these provisions is held inapplicable or unreasonable.



10 OBJECTIONS

- 10.1 Without prejudice to our other rights or remedies, if we receive notification that another supplier ("New Supplier") has applied to supply the Premises we are supplying under this Deemed Contract, and:
- 10.1.1 the New Supplier has contacted us and we have agreed that the New Supplier's application has been made in error; or
 - 10.1.2 the New Supplier's application relates to a Meter Point which is a related Meter Point and the New Supplier's application has not applied to register all the related Meter Points on the same working day for the same start date; or
 - 10.1.3 we have disconnected, or have the right to disconnect, the applicable Meter Point pursuant to clause 7.4, you hereby:
 - 10.1.4 irrevocably authorise us to raise an objection with the relevant Local Metering Point Administration Service to prevent the New Supplier taking over the Supply to the Premises;
 - 10.1.5 undertake not to dispute, challenge or take any steps to prevent any objection properly raised in accordance with this clause 10;
 - 10.1.6 if we request you to do so, provide the New Supplier, within 3 working days of our request, written confirmation (in a format agreed by us) that you;
 - a) do not wish them to proceed with their application to supply the Premises and require them to withdraw all existing or pending registration applications for the Premises; and / or
 - b) require them to confirm to us in writing that they will not make any further applications in respect of the Premises until they have obtained confirmation from us that you have given us proper notice to terminate your Deemed Contract with us; and
 - 10.1.7 agree to take any other necessary action to ensure that we continue to remain registered with the Local Metering Point Administration Service as the gas supplier responsible for supplying the Premises.

11 NOTICES

- 11.1 Any notice given under this Deemed Contract 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 sub-clause 11.1.
- For notices to be given to us:
EDF Energy Customers Ltd , Contract Administration Major Business
Gadeon House ,Grenadier Road , Exeter Business Par , Exeter EX1 3UT
Facsimile: 0845 366 3667
- For notices to be given to you:
The Premises
- 11.2 Unless the party to whom any notice is given under sub-clause 11.1 proves otherwise:
- 11.2.1 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

- 11.2.2 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.
- 11.3 Pursuant to the Uniform Network Code, you must provide us with at least 3 emergency contacts, including names, telephone numbers and job titles. You must also provide us with a FAX number for the purposes of receiving communications 24 hours a day.
- 11.4 Our obligation to provide your Supply is conditional upon you providing us with emergency contact details as required in accordance with clause 11.3. You shall notify us immediately of any changes to the emergency contact details. You agree to cooperate with any exercises carried out by us or the Gas Transporter to update emergency contact details or test gas emergency procedures.
- 11.5 If you are not satisfied with our service or you would like to make a complaint, we ask that you refer to and follow the complaint handling procedure published on our website. If you are a Micro Business and you are not satisfied with the outcome of a complaint you make to us, you can contact Ombudsman Services: Energy, and/or Citizens Advice for advice.

12 GOVERNING LAW

This Deemed Contract 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.

13 VARIATION

The terms and conditions of this Deemed Contract may be revised from time to time in accordance with the Scheme.

14 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.

15 ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between us and you and to the maximum extent permitted by law these terms and conditions shall prevail over any inconsistent statement, representation, rule, regulation or code of conduct.

16 ASSIGNMENT / NOVATION

- 16.1 We shall have the right to assign or novate the benefit or burden of this Deemed Contract without your prior consent.
- 16.2 You shall not assign the benefits of this Deemed Contract without our prior written consent, which shall not be unreasonably withheld.





17 COSTS INDEMNITY

If we have to take legal action to enforce our rights under this Deemed Contract, you agree that, if we are successful, the court may order you to pay our reasonable costs in bringing the case, which will not be limited to the fixed fees or costs recoverable under the court rules.

18 SEVERENCE

If any term or other part of this Deemed Contract is or becomes for any reason invalid or unenforceable at law, the remainder of this Deemed Contract shall continue to be valid and enforceable and such term or other part of this Deemed Contract shall be severed or modified without affecting the remainder of this Deemed Contract.

19 LAST RESORT DIRECTION

- 19.1 If the Authority gives a last resort direction under Standard Condition 8 of the Licence then:
- 19.1.1 the Start Date shall be the date and time that the direction given to us by the Authority takes effect;
- 19.1.2 we shall not terminate the Deemed Contract until the earlier of:
- the expiry of the last resort direction of the Authority; or
 - the provisions of any or all of clauses 8.1.2, 8.1.3, 8.2 or 8.3 of this Deemed Contract apply.

20 GREEN DEAL

- 20.1 We are required to invoice you for Green Deal Charges and collect these through your gas invoice as an agent and trustee on behalf of your Green Deal Provider (or their nominees or assigns).
- 20.2 We will invoice and collect all Green Deal Charges that fall due during the period from the Supply Start Date for the relevant Green Deal Site until the date of the Termination Effective Date for the Green Deal Site. You are and will remain responsible for the payment of these Green Deal Charges. If after the Termination Effective Date you continue to be the responsible bill payer in respect of the Green Deal Site, you will continue to remain liable for the applicable Green Deal Charges.
- 20.3 If there was a pre existing Green Deal in place over a Green Deal Site, prior to it being supplied under this Agreement, we will also begin to collect Green Deal Charges from the relevant Supply Start Date.
- 20.4 You understand that Green Deal Charges will continue to accrue and be payable for a Green Deal Plan at a Green Deal Site even if no gas is being consumed at that Site including but not limited to where the Green Deal Site has been de-energised or disconnected.
- 20.5 You are required to pay your Green Deal Charges by the Payment Method that we have agreed from time to time.
- 20.6 In the event that you make a partial payment of any invoiced sums for a Green Deal Site we are required by law to allocate such payment in equal proportions between any charges for the Supply that are due to us and any outstanding Green Deal Charges, save that we reserve the right to allocate payments against charges (Green Deal Charges or Charges for Supply) in chronological order.

- 20.7 You agree to provide additional Credit Support that we may require from time to time as a consequence of your having taken out a Green Deal Plan.

21 LOAD SHEDDING

- 21.1 In the event of a gas deficit emergency, the National Grid may require that our Customers undergo firm load shedding to relieve the stress on the National Transmission System. Accordingly, unless you are a Priority Customer, we may require that you reduce your gas consumption for a particular period of time. To satisfy our licence requirements, we may require, and you must provide evidence of such reduction in consumption to third parties.
- 21.2 In the event that you are called upon to undergo load shedding, you will be entitled to payments from the National Grid. We shall make these payments to use as soon as reasonably practicable upon receiving such sums from the National Grid.

22 DEFINITIONS

In this Deemed Contract, the following expressions shall have the meanings set out below:

“Act” means the Gas Act 1986;

“Administrator” has the meaning given to that term in paragraph 1 of Schedule B1 of the Insolvency Act 1986;

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

“Agent Service” means any one or more of the services provided by a Meter Asset Manager or an agent appointed by us to provide AMR Equipment, as is relevant to the context it is used;

“Agent Services Provider” means a party qualified under the Industry Agreements to provide an Agent Service;

“Appropriate Supplier” means the supplier determined in accordance with the provisions of the document published and from time to time revised by the Authority pursuant to paragraphs 8(3) of the Gas Act Schedule;

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

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

“Available Capacity” means the total amount of gas you may consume at each Site or Supply Point, as agreed between you and your Transporter. Where your Available Capacity has not been provided, it will be estimated until such time as your actual Available Capacity is provided. Once your actual Available Capacity has been provided then we may adjust our charges retrospectively to reflect any differences between the estimated Available Capacity and the actual Available Capacity and you shall be liable to pay all our charges as adjusted;

“Availability Charge” any availability charge included in our charges, the monthly value of which will be the product of the availability charge per Chargeable Supply Capacity and the Chargeable Supply Capacity;

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



“Chargeable Supply Capacity” means, in respect of the Premises, the higher of:

- (a) the Maximum Capacity;
- (b) the highest value (expressed in kilovolt amperes) over the current and preceding 11 months of the recorded maximum demand in each month divided by either the average lagging power factor or 0.5, whichever is the higher; and
- (c) that charged to us by the Local Distribution Zone;

“Charging Period” means, the period over which we shall bill you for the Supply, which may be monthly, quarterly or some other period as determined in our absolute discretion;

“Connection Agreement” means an agreement between you and the Local Distribution Zone 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 Distribution Zone).

“Customer” means, in relation to a Major Business Customer, the owner or occupier (as the case may be) of the Relevant Premises;

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

“Deemed Contract Schedule of Charges” means the document of that name which sets out the Gas Charges that you will be charged from time to time whilst you are being supplied under this Deemed Contract (subject always to any provisions to the contrary that are expressly set out in this Deemed Contract). The Deemed Schedule of Charges from time to time in force may be accessed via the document library on our website: www.edfenergy.com;

“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;

“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 “re-connect(ed)” shall be construed accordingly;

“Distribution System” means the Local Distribution Zone’s system for distributing gas;

“Gas Charges” means the money due under clauses 3, 6 and/or the Deemed Contract Schedule of Charges;

“Gas Transporter” has the meaning set out in section 7.1 of the Act;

“Green Deal” means the scheme for the installation and financing of energy efficiency improvements, as established under Chapter 1 of Part 1 of the Energy Act 2011

“Green Deal Charge” means the payment that you are required to make to the Green Deal Provider under the Green Deal Plan.

“Green Deal Plan” has the meaning given to “green deal plan” in section 1(3) of the Energy Act 2011.

“Green Deal Provider” means the entity with whom you have contracted for the provision of a Green Deal Plan.

“Green Deal Site” means a Site (MPRN) over which there is a Green Deal.

“Industry Agreements” means all legislation, agreements, licences, authorisations, codes and procedures relating to the supply of gas to the MPRN, including any changes that are made to those documents and that legislation after the Start Date of this Deemed Contract;

“Interest Rate” means the interest rate that the supplier is statutorily entitled to charge according to the Late Payment of Commercial Debts (Interest) Act 1998;

“Licence” means a licence granted to us under section 7A of the Act;

“Local Metering Point Administration Service” means the service that maintains an electronic register of premises connected to your Local Distribution Zone’s Distribution Network and / or the suppliers responsible for supplying such premises;

“Local Distribution Zone” means the holder of a Gas Transporter licence to supply gas in the area where the Premises are situated;

“Major Business Customer” means a customer who is not a residential or domestic customer who has an annual consumption of more than 293,000kwh.

“Meter Asset Manager Code of Practice” or “MAMCoP” means the code of that name setting out the Meter Asset Manager duties, as published by the Authority;

“Maximum Capacity” means, in respect of the Premises, 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” means such meters and associated equipment, (including any telecommunications link) as we may reasonably require you to install at the Premises for the purpose of recording the amount of gas supplied under this Deemed Contract;

“Meter Asset Manager” means an agent appointed to manage the Meter point;

“Meter Asset Manager Agreement” means, in respect of the Premises, an agreement between you (or, if applicable, us) and a Meter Asset Manager;

“Meter Examiner” means an independent person appointed to examine the accuracy of an gas meter in connection with the Act);

“Meter Point” means the meter point identified by a particular MPRN;

“Micro-Business” means a company which either:

- consumes less than or equal to 293,000 kWh of gas a year; or
- consumes less than or equal to 100,000 kWh of electricity a year; or
- has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2,000,000;

“Month” means, if this Deemed Contract provides for you to be billed on a monthly basis, the period from the supply start date to the first normal meter reading thereafter, or the period of approximately one calendar month 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 expressions “monthly” shall be construed accordingly;

“MPRN” means the discrete number attributed to a particular Meter Point under whichever Registration System applies to the Supply;

“MPRN Profile” means the meter point administration number determined from the supplementary data held on the Metering Point Administrator’s database in relation to the metering point of the Relevant Premises;

“National Grid” means National Grid Electricity Transmission Plc a company registered in England with number 2366977 whose registered office is at 1-3 Strand, London, WC2N 5EH;

“National Transmission System” means the network of gas pipelines that supply gas to gas distributors;



“Notices Address” means, in respect of each party, that address set out in clause 11.1 (as the case requires);

“Priority Customer” means a customer not required to participate in load shedding activities, having been confirmed as a priority customer due to having one or more of the following characteristics:

- (a) facilities with an AQ greater than 732,000 kWh providing care services such as hospitals, care homes etc. or providing emergency services where the continuation gas is needed to ensure the safety of human life;
- (b) large supply points with an AQ greater than 732,000 kWh and without an alternative fuel source who use major items of plant (replacement value of exceeding £50m) which would be severely damaged without a safe run down period.

“party” means any party to this Deemed Contract in relation to the Premises, and “parties” shall be construed accordingly;

“Payment Period” means 14 days;

“Premises” means the premises at which you are supplied with gas or at which you take a supply of gas under a Deemed Contract;

“registered” means, in respect of any particular gas 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 Meter 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 gas registration system commonly known at 13 March 2020 as the UK Link, and operated by Xoserve Limited or any other registration system which may replace it;

“Scheme” means the deemed contract scheme made by EDF Energy Customers Ltd pursuant to paragraph 8(8) of Schedule 2B to the Gas Act 1986 of which these terms and conditions are a schedule;

“Supply Point Administration Agreement” or “SPAA” means the multi-party agreement of that name setting out the inter-operational arrangements between gas suppliers and transporters in the UK retail market.

“Start Date” has the meaning set out in clause 1.1;

“Supply” means the supply of gas to be provided by us to you at the Premises under this Deemed Contract;

“UNC” the Uniform Network Code designated by the Secretary of State, and all related documents comprising a set of rules to which gas market participants are required to confirm, as from time to time amended with the approval of the Authority;

“Un-metered Customer” means any customer of EDF Energy taking on a Supply other than through a Meter.

“Use of System Agreement” means an agreement or arrangement between us and the Local Distribution Zone governing our use of the Distribution System to provide the Supply;

22 INTERPRETATION

22.1 In these terms of supply: Any reference to:

22.1.1 a “clause” means a clause of these terms of supply;

22.1.2 this “Deemed Contract” means the contract which includes these terms of supply which arises by virtue of the Scheme set in place by EDF Energy Customers Ltd ;

22.1.3 “we” and “us” and “our” in each case refers (regardless of any wording to the contrary) to EDF Energy Customers Ltd and includes any of its employees, officers, or agents acting for the purpose of this Deemed Contract;

22.1.4 “you” means the customer who is supplied with gas by us subject to the Deemed Contract and the expressions “you” and “your” will be construed accordingly;

22.1.5 “our agents” includes any Agent appointed by us or acting on our behalf;

22.1.6 the supply of gas includes the making of a supply of gas available at the Premises in cases where you do not actually take gas at those premises;

22.1.7 “circumstances beyond our control” shall be construed as meaning circumstances which are beyond our reasonable control and which result in or cause us to fail to perform any of our obligations under this agreement, and “circumstances beyond your control” shall be construed accordingly;

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

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

22.2 The expression “including” is to be construed without limitation; and

22.3 All references in this Deemed Contract to a statutory provision shall be construed as including references to:

22.3.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Deemed Contract) for the time being in force;

22.3.2 all statutory instruments or orders made pursuant to a statutory provision.

SCHEDULE 2: UNMETERED DEEMED CONTRACT TERMS

1 SUPPLY AND PERIOD

1.1 Your Deemed Contract will be regarded as coming into effect at the earliest of the following times (the “Start Date”):

1.1.1 from the time when we began to supply gas to you at the Relevant Premises in the circumstances referred to in paragraph 8(2) of the Gas Act Schedule; or

1.1.2 from the time when you began to take supply of gas in the circumstances referred to in paragraph 8(2) of the Electricity Act Schedule.

Notwithstanding the foregoing, if you enter into a Contract (other than a Deemed Contract) with us to supply gas to you at the Relevant Premises and such Contract is stated to have taken effect from a date during which the circumstances set out in this clause 1.1 applied, this Deemed Contract shall be deemed to be superseded and replaced in all respects by such Contract from such date.





- 1.2 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:-
 - 1.2.1 there being a Connection Agreement;
 - 1.2.2 there being a Use of System Agreement in force in relation to those Installations; and
 - 1.2.3 our being registered as your supplier.
- 1.3 You will use all reasonable efforts to ensure that clause 1.2.1 is satisfied by the Start Date and that it remains satisfied until this Agreement ends and we will have the same obligation in respect of clauses 1.2.2 and 1.2.3. In the case of clause 1.2.3, 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.
- 1.4 We are responsible for ensuring that:
 - 1.4.1 an accredited Meter Administrator; and
 - 1.4.2 appropriate Accredited Party Agents for data collection and data aggregation, are appointed where an Equivalent Meter is being utilised to calculate consumption.
- 1.5 We are not obliged to supply gas to you in excess of the Maximum Capacity.
- 1.6 This Agreement will continue in force until brought to an end under clause 8.
- 1.7 In the event of a gas escape or in the event that you suspect that there is a gas escape, you must report this to National Grid immediately on the following number 0800 111 999 .

2 LIMITATION OF DEMAND

You must not take gas in excess of the Maximum Capacity. If you do so, you will be in material breach of this Deemed Contract and we may take action under clause 7 and / or clause 8. Whether or not we take such action, you will pay us for the additional gas consumed, the capacity provided, and all other costs we may incur (including the cost of providing the additional gas).

3 OUR CHARGES

- 3.1 Gas supplied by us to you will be charged:
 - 3.1.1 according to the number of kilowatt hours supplied to you; and
 - 3.1.2 on the basis of the relevant Gas Charges applicable to you which can be identified from the relevant Deemed Contract Schedule of Charges in force at the time of supply. Gas Charges either apply generally or to any case or class of cases or to different areas or any combination of these as set out in the Deemed Contract Schedule of Charges.
- 3.2 As soon as practicable after the end of each Charging Period we will send you an account showing the amount due from you for gas we have supplied to the premises during that Charging Period and (where applicable) any Availability Charge.
- 3.3 If you do not pay the sum due under each account within the Payment Period, you will be in material breach of this Deemed Contract and we may take action under clause 7 and / or clause 8. Whether or not we take such action, we may also require you to pay interest to us

on the sum overdue, such interest to accrue at the Interest Rate, as compounded annually from the date such sum first 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.

- 3.4 You will pay any Climate Change Levy and any Value Added Tax applicable to any account and to any other sums which you may have to pay under this Deemed Contract.
- 3.5 In addition to our right to vary our charges under clause 3.7, we will be entitled to vary, all or any of our charges on or after the Start Date by giving notice in writing to you as follows:-
 - 3.5.1 If any change is made after the date of this Deemed Contract in any of the following (as the same may be varied or replaced at any time):-
 - a) settlements charges under the UNC; and
 - b) the introduction of any new statutory charge, levy or tax or any new direction is made by the Secretary of State or the Authority.
 - 3.5.2 If after the date of this Agreement any of our gas 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
 - 3.5.3 If any information you or your representative 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.
- 3.6 The Deemed Contract Schedule of Charges set by us from time to time will remain in force until we change it. Gas Charges which fall to be calculated on or after the date of a change will be calculated in accordance with the Deemed Contract Schedule of Charges so changed.
- 3.7 We may vary our charges under clauses 3.5 and 3.6 at any time and from time to time and:-
 - 3.7.1 such variations may include changes in the rates chargeable and /or the charging structure; but
 - 3.7.2 they shall not operate retrospectively.

4 SECURITY FOR COSTS

- 4.1 In some circumstances, we may ask you to pay a security deposit. If we ask you to pay this, we will explain the procedure when we contact you. This may be either at the start of this contract if we are concerned about your ability to pay our bills, or later if the bills that we send you are not paid in accordance with clause 4.1.
- 4.2 However, unless it is reasonable for us to keep a security deposit for a longer period, we will repay it to you after a year, along with interest calculated 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. This repayment will be made:
 - 4.2.1 within 14 days if, during the previous full year, you have paid all our bills within the Payment Period, or
 - 4.2.2 within a month, if the arrangements to supply you with gas under this Deemed Contract are ended and you have paid all our Gas Charges.
- 4.3 When we repay a deposit, we will deduct from it any money that you owe us for the Supply.



5 CALCULATION OF GAS CONSUMPTION

- 5.1 The amount of gas you use is calculated in kilowatt hours (kWh) as follows
- 5.1.1 If your meter measures in cubic feet (where one unit is 100 cubic feet), we convert it to cubic meters by multiplying the units you have used by 2.83.
- 5.1.2 We multiply the cubic meters by the temperature and pressure figure shown on the second page of this bill (also called correction factor), we then multiply the result by the calorific value (on page two).
- 5.1.3 We divide the amount we have worked out by 3.6 to get the number of kWh you have used, and multiply that by the cost of each kWh.
- 5.1.4 We then multiply the kWh by the 'read factor'. This is shown on page two of the bill as the 'constant'.
- 5.7 If for any reason we are unable to calculate accurately the amount of gas consumed, we will make a reasonable estimate in accordance with UNC Section M of the amount of gas consumed 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 Equivalent Meter data.
- 5.8 You will notify us promptly of any dispute or query regarding the calculations of your consumption of gas made by you or by your Local Distribution Zone under the Connection Agreement.

6 RIGHTS OF ACCESS

- 6.1 You will at all reasonable times allow us and our agents or representatives to enter the Premises on which the Installations are located and to have access for the purpose of exercising any of our rights under this Agreement, including our rights under clauses 7.1 and 8.6. In exercising our rights of entry under this clause 6.1, 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 this clause 6.1 shall apply to any premises which we may have to enter for the purpose of exercising our rights under this Agreement even if we are not supplying gas to those Premises under this Agreement.
- 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.

7 DE-ENERGISATION AND DISCONNECTION

- 7.1 We may arrange for the Supply to be de-energised or disconnected if:-
- 7.1.1 you do not pay the amount due under any account for gas we have supplied to you at any of the Premises (or at any other premises) within the Payment Period; or
- 7.1.2 you fail to pay any other amount which may become due to us under the terms of this Deemed Contract; or
- 7.1.3 you materially breach this Deemed Contract and do not remedy the breach within a reasonable time after receiving written notice from us requiring you to do so; or
- 7.1.4 you have in our reasonable belief made unauthorised use of gas or committed theft

- of gas at any of the Premises (or at any other premises at which we supply you with gas); or
- 7.1.5 you are unable to pay your debts (within the meaning of the Insolvency Act 1986) or make a proposal for a voluntary arrangement under Part 1 of that act.
- 7.2 We may also arrange for the Supply to be de-energised or disconnected if any of the conditions set out in clause 1.1 or 1.2 cease to be satisfied.
- 7.3 We may arrange to disconnect the Supply from the Distribution System if we have de-energised under clauses 7.1 or 7.2 and the Supply has remained de-energised for a period of not less than three calendar months.
- 7.4 Before arranging de-energisation or disconnection under clauses 7.1, 7.2 or 7.3 we will give you written notice.
- 7.5 If the Supply has been de-energised or disconnected under this clause 7, we will not arrange re-energisation or re-connection until:-
- 7.5.1 the circumstances giving rise to de-energisation or disconnection have been remedied to our reasonable satisfaction; and
- 7.5.2 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 Distribution Zone); and
- 7.5.3 given such security as we may require for the charges which may become due in future from you under this Deemed Contract.
- 7.6 If you do not satisfy the requirements of clause 7.5 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.

8 ENDING THIS DEEMED CONTRACT

- 8.1 Except as stated in clauses 8.2 and 8.3 this Deemed Contract will continue to apply in respect of the Supply until the earlier of:
- 8.1.1 the circumstances referred to in paragraphs 11(1) or 11(2) of the Gas Act Schedule cease to apply;
- 8.1.2 your Deemed Contract is validly ended under these terms or you commit a breach of these terms and we elect to discontinue the Supply and/or your Deemed Contract (subject to our compliance with the Licence and the Act); or
- 8.1.3 the Licence or any authorisation or consent granted to us under the Act terminates or is withdrawn or is changed in a manner which materially affects our ability to supply gas to the Premises.
- 8.2 If you intend to be supplied with gas at the Premises under a contract with us or under a request made to some other Gas Supplier, this Deemed Contract does not end but continues to have effect until we or such other Gas Supplier begins to supply gas to the Premises as aforesaid, at which time this Deemed Contract ceases to have effect.
- 8.3 Where you cease to own or occupy the Premises (or intend to do so) you may end this Deemed Contract with effect from the time you cease to own and/or occupy the Premises,





subject to clause 10 and giving us not less than 2 working days notice. If you do not give such notice, then the Deemed Contract will not end and you will not cease to be liable to pay for the Supply to the Premises until the earlier of:

- 8.3.1 the third working day after you give us notice that you have ceased to own and/or occupy the Premises;
 - 8.3.2 the time at which the register of the Meter is next due to be read after you have ceased to own or occupy the Premises; or
 - 8.3.3 the time from which gas is supplied to the Premises by us or some other Gas Supplier, in pursuance of a request made by a person other than you.
- 8.4 You will not be responsible for paying any charges for gas supplied which are paid by your successor or by another person owning or in occupation of the Premises.
- 8.5 In relation to each of the Installations (the "Relevant Installations") any notice given under clauses 8.1 or 8.2 shall only take effect so as to end this Deemed Contract when:-
- 8.5.1 someone else has entered into a Deemed Contract with us for a Supply of gas at the relevant Installations; or
 - 8.5.2 another supplier has registered and started supplying gas to the relevant Installations; or
 - 8.5.3 the relevant Installations are disconnected from the Distribution System because no supply of gas is required at the relevant Installations.
- 8.6 Once this Deemed Contract ends the supply will end and, unless we have agreed otherwise with you, you will allow our representatives or agents to enter the Relevant 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 Distribution Zone.
- 8.7 Any rights or obligations which accrue to either Party before this Deemed Contract ends and each Party's rights and obligations under clause 8.6 shall continue after this Deemed Contract ends.
- 8.8 For the purposes of clause 8.1, time shall be of the essence.

9 LIABILITY

- 9.1 We will not be liable for any breach of this Deemed Contract directly or indirectly caused by circumstances beyond our control, and you will not be liable for such a breach when it is caused directly or indirectly by circumstances beyond your control.
- 9.2 Subject to clauses 9.3, 9.4, 9.5, 9.6 and 9.8, each Party (the "party liable") will only be liable to compensate the other Party for breach of this Deemed Contract when that breach directly results in physical damage to the property of the other Party, its officers, employees or agents; and that loss or damage was reasonably foreseeable (at the date of this Deemed Contract) as likely to result, in the ordinary course of events, from such breach, provided that any compensation payable under this clause 9.2 for loss or damage arising in any one calendar year will not exceed £1 million.
- 9.3 If you become entitled to recover compensation under any Connection Agreement for any of the Premises in respect of a particular incident, we will deduct a sum equal to the amount of that compensation from any sum we have to pay under clause 9.2 in respect of that incident.

- 9.4 Subject to clauses 9.5 and 9.6, neither Party, its officers, employees or agents will be liable to the other Party for:-
- 9.4.1 any loss of profit, revenue, use, agreement or goodwill; or
 - 9.4.2 any indirect or consequential loss; or
 - 9.4.3 loss resulting from the liability of such other Party to any other person.
- 9.5 Nothing in this Deemed Contract 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.
- 9.6 Clauses 9.2 and 9.4 shall not apply to any claim brought under any of the following provisions of these terms of supply namely, clauses 2, 3.3, 5.4, 5.7, 7.2, 7.5, 7.6 and 16.
- 9.7 The rights and remedies provided by this Deemed Contract 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 Deemed Contract, including any rights either Party might otherwise have in tort, except for liability for death or personal injury.
- 9.8 So far as it excludes liability, this clause 9 over-rides any other provision in this Deemed Contract except where otherwise expressly provided.
- 9.9 Each clause of this clause 9 will survive termination of this Deemed Contract.

10 NOTICES

- 10.1 Any notice given under this Deemed Contract 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 10.1.
- 10.2 Unless the Party to whom any notice is given under clause 10.1 proves otherwise:-
- 10.2.1 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
 - 10.2.2 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.

11 GOVERNING LAW

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

12 WAIVER

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





13 VARIATION

The terms and conditions of this Deemed Contract may be revised from time to time in accordance with the Scheme.

14 ENTIRE AGREEMENT

This Deemed Contract replaces any previous agreement you may have with us for the Supply of gas to the Premises (except where such previous agreement is in force at the date of this Deemed Contract 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 Deemed Contract, and in the event of such inconsistency, the terms of this Deemed Contract shall prevail) but does not affect any rights or obligations which have accrued to either Party under such agreement before the date of this Deemed Contract.

15 ASSIGNMENT / NOVATION

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

16 COSTS INDEMNITY

If we have to take legal action to enforce our rights under this Deemed Contract, you agree that, if we are successful, the court may order you to pay our reasonable costs in bringing the case, which will not be limited to the fixed fees or costs recoverable under the court rules.

17 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.

18 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.

19 SEVERANCE

If any term or other part of this Agreement is or becomes for any reason invalid or unenforceable at law, the remainder of this Agreement shall continue to be valid and enforceable and such term or other part of this Agreement shall be severed or modified without affecting the remainder of this Agreement.

20 LAST RESORT DIRECTION

- 20.1 If the Authority gives a last resort direction under Standard Condition 8 of the Licence then:
- 20.1.1 the Start Date shall be the date and time that the direction given to us by the Authority takes effect;
- 20.1.2 we shall not terminate the Deemed Contract until the earlier of:
- the expiry of the last resort direction of the Authority; or
 - the provisions of any or all of clauses 8.1.2, 8.1.3, 8.2 or 8.3 of this Deemed Contract apply.

21 GREEN DEAL

- 21.1 We are required to invoice you for Green Deal Charges and collect these through your gas invoice as an agent and trustee on behalf of your Green Deal Provider (or their nominees or assigns).
- 21.2 We will invoice and collect all Green Deal Charges that fall due during the period from the Supply Start Date for the relevant Green Deal Site until the date of the Termination Effective Date for the Green Deal Site. You are and will remain responsible for the payment of these Green Deal Charges. If after the Termination Effective Date you continue to be the responsible bill payer in respect of the Green Deal Site, you will continue to remain liable for the applicable Green Deal Charges.
- 21.3 If there was a pre existing Green Deal in place over a Green Deal Site, prior to it being supplied under this Agreement, we will also begin to collect Green Deal Charges from the relevant Supply Start Date.
- 21.4 You understand that Green Deal Charges will continue to accrue and be payable for a Green Deal Plan at a Green Deal Site even if no gas is being consumed at that Site including but not limited to where the Green Deal Site has been de-energised or disconnected.
- 21.5 You are required to pay your Green Deal Charges by the Payment Method that we have agreed from time to time.
- 21.6 In the event that you make a partial payment of any invoiced sums for a Green Deal Site we are required by law to allocate such payment in equal proportions between any charges for the Supply that are due to us and any outstanding Green Deal Charges, save that we reserve the right to allocate payments against charges (Green Deal Charges or Charges for Supply) in chronological order.
- 21.7 You agree to provide additional Credit Support that we may require from time to time as a consequence of your having taken out a Green Deal Plan.

22 DEFINITIONS

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

“Act” means the Gas Act 1986;

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

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



“Authorised Data Collector” means a person authorised under the terms of the UNC 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;

“Connection Agreement” means an agreement between you and the Local Distribution Zone 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 Distribution Zone).

“Customer” means, in relation to a Major Business Customer, the owner or occupier (as the case may be) of the Relevant Premises;

“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 site consumption agreed between us;

“Deemed Contract Schedule of Charges” means the document of that name which sets out the Gas Charges that you will be charged from time to time whilst you are being supplied under this Deemed Contract (subject always to any provisions to the contrary that are expressly set out in this Deemed Contract). The Deemed Schedule of Charges from time to time in force may be accessed via the document library on our website: www.edfenergy.com;

“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;

“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; “Distribution System” means the Local Distribution Zone’s system for distributing gas;

“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 Distribution Zone, and as varied from time to time by your Local Distribution Zone in accordance with any material changes to the inventory;

“Equivalent Meter” has means equivalent meter information as set out at section 5.2.1 of the UNC;

“Green Deal” means the scheme for the installation and financing of energy efficiency improvements, as established under Chapter 1 of Part 1 of the Energy Act 2011.

“Green Deal Charge” means the payment that you are required to make to the Green Deal Provider under the Green Deal Plan.

“Green Deal Plan” has the meaning given to “green deal plan” in section 1(3) of the Energy Act 2011.

“Green Deal Provider” means the entity with whom you have contracted for the provision of a Green Deal Plan.

“Green Deal Site” means a Site (MPRN) over which there is a Green Deal.

“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, used or to be used by you for the purpose of taking a supply of gas, and connected or to be connected to the Distribution System 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 statutorily entitled to charge according to the Late Payment of Commercial Debts (Interest) Act 1998.

“Licence” means the licence which we hold under section 7A of the Act to supply gas;

“Local Distribution Zone” means the holder of a licence under section 7 of the Act to distribute gas in the area where the Installations are situated;

“Major Business Customer” means a customer who is not a residential or domestic customer who has an annual consumption of more than 293,000 kWh.

“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;

“Micro-Business” means a company which either:

- consumes less than or equal to 293,000 kWh of gas a year; or
- consumes less than or equal to 100,000 kWh of electricity a year; or
- has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2,000,000;

“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;

“MPRN” means the discrete number attributed to a particular supply point (if any under whichever Registration System applies to the supply);

“notices address” means in the case of each Party, shall be as shown on the front page of this Agreement, as the same may be varied from time to time by the relevant Party giving notice under clause 12.1;

“our charges” means the charges shown in the Deemed Contract Schedule of Charges;

“Party” means any party to this Agreement, and “Parties” shall be construed accordingly;

“Payment Period” means 14 days;

“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 gas supplier (which expression includes us) and in respect of any particular supply point, means 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 gas registration system commonly known at 13 March 2020 as the UK Link, and operated by Xoserve Limited or any other registration system which may replace it;





“Supply” means the supply of gas to be provided by us to you at the Premises under this Agreement and, where this Agreement covers more than one Premises, the expression the

“Supply” shall be construed separately in relation to each of them;

“Supply Number” means the discrete number attributed to a particular supply point (if any under whichever Registration System applies to the supply;

“Start Date” has the meaning set out in clause 1.1;

“UNC” the Uniform Network Code designated by the Secretary of State, and all related documents comprising a set of rules to which gas market participants are required to confirm, as from time to time amended with the approval of the Authority;

“Use of System Agreement” means an agreement or arrangement between us and the Local Distribution Zone governing our use of the Distribution System to provide the Supply;

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

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

23 INTERPRETATION

In these terms of supply:-

23.1 Any reference to:-

23.1.1 a “clause” means a clause in these terms of supply;

23.1.2 the “Deemed Contract” means the agreement which includes these terms of supply;

23.1.3 “we” and “us” and “our” in each case refers (regardless of any wording to the contrary) to EDF Energy and includes any employees, officers, or agents of these companies acting for the purpose of this Deemed Contract;

23.1.4 “you” means the customer who is supplied with gas by us subject to the Deemed Contract and the expressions “you” and “your” will be construed accordingly;

23.1.5 “our agents” includes any Agent appointed by us or acting on our behalf;

23.1.6 “circumstances beyond our control” shall be construed as meaning circumstances which are beyond our reasonable control and which result in or cause us to fail to perform any of our obligations under this agreement, and “circumstances beyond your control” shall be construed accordingly; and the expression “including” is to be construed without limitation.

MAKING A COMPLAINT

If you are not satisfied with our service or you would like to make a complaint, we ask that you refer to and follow the complaint handling procedure published on our website. If you are a Micro Business and you are not satisfied with the outcome of a complaint you make to us, you can contact Ombudsman Services: Energy, and/or Citizens Advice for advice.



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