

Terms and Conditions of Supply of Electricity or Gas between Corona Energy Retail 4 Limited (“we/us”) and the Customer (“you”)

Contract reference:

Privacy Notice:

For the purpose of this Privacy Notice, “We” means Corona Energy Retail 4 Limited or any of our group companies.

In order for us to perform our functions, including to provide you with a quote or other information or to administer your account with us and for credit control and fraud prevention, we will need to process certain personal data. This will include but may not be limited to your name, contact email address and – in particular for sole traders – personal bank details.

This may also include recording calls that you make to us which may in addition be used for training. In order to set up and administer your account we may have to use a third party, such as a credit reference agency or meter reading agency. Where we use any third party it will be limited to the purposes necessary for the carrying out of these functions. We will retain the information for as long as is necessary which generally is for the life of a contract +6 years, however if you believe we have excess personal data about you, you can request a copy from us and ask us to delete what you believe is excessive. Please mark any request for the attention of the company secretary. If you do not agree with us, you may raise a complaint with the Information Commissioner at ico.gov.uk.

Definitions

‘Actual Consumption’	means the aggregated consumption of Energy consumed by all Supply Points over any specified time.
‘AMR’	means an Automated Meter Reading device.
‘Contract Price’	means the price charged to you for the supply of Energy during any Period.
‘Contract Year’	means the period of one year beginning on the Start Date or an anniversary thereof.
‘Customer, you, your’	means the customer identified in the Particulars that has contracted on the terms of this Agreement for the supply of Energy.
‘Deemed Price’	means the price we charge to customers for Energy who are supplied by us but who do not have a current contract with us.
‘Deficit Energy’	means the amount by which Actual Consumption falls short of the lower

	Forecast Tolerance over any specified time.
‘Distributor’	means the distribution network operator company responsible for operating the electricity or gas distribution network to which your Supply Points are connected.
‘End Date’	means the date when the Period ends as stated in the Particulars.
‘Energy’	means the electricity or the gas supplied by us to you under this Agreement
‘Estimated Annual Consumption’	means the estimated amount of Energy that you are expected to consume in a Contract Year.
‘Fixed Price Period’	means any fixed price period detailed in your Particulars.
‘Forecast Consumption’	means the estimated amount of Energy that you are expected to consume over any specified time as set out in the Particulars.
‘Forecast Tolerance’	means between 80% and 120% of the Forecast Consumption or Estimated Annual Consumption shown on the Particulars
‘Meter’	means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring Energy consumed at the Supply Point.
‘Meter Installation’	means the Meter and all associated installation materials or apparatus as at the date on which we become the registered supplier with the Distributor or Transporter in respect of the Supply Point.
‘Microbusiness’	means a business which: <ul style="list-style-type: none"> a) Has an Actual Consumption or Forecast Consumption of less than 293,000 kWh of gas (where this is a gas supply Agreement) or 100,000 kWh of electricity (where this is a electricity supply Agreement); or b) Has fewer than 10 employees and an annual turnover or annual balance sheet not exceeding €2million
‘Particulars’	means the particulars of contract that sets out certain information regarding the terms of supply of Energy to you.
‘Period’	means the duration of this Agreement as stated in the Particulars and as extended in accordance with clause 1.6.
‘Site’	means the location(s) at which you consume Energy as identified in the Particulars.

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‘Start Date’	the date on which we have agreed to begin the supply of Energy to you under this Agreement or when your new connection meter is installed.
‘Supplier, we, us’	means Corona Energy Retail 4 limited, the company that is supplying your Energy under this Agreement.
‘Supply Point’	means the point(s) at which we shall make Energy available to you under this Agreement.
‘Surplus Energy’	means the amount by which the Actual Consumption exceeds the upper Consumption Tolerance over any specified time.
‘System Buy Price’	means the price paid by the BSC trading parties for Deficit Energy.
‘System Sell Price’	means the price paid to BSC trading parties for Surplus Energy.
‘Transporter’	means for the supply of electricity the operator of a transmission system or for the supply of gas the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected.
‘Wholesale Energy Price’	means the future prices for gas or electricity as set out in the ICE Settlement Price published on or about the relevant dates. In the event the ICE Settlement Price is not available we will substitute an alternative index.

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1. Duration

11. This Agreement comes into effect when signed by both parties. Our obligation to supply Energy to you will begin on the Start Date. You will use all reasonable efforts to ensure that we can supply Energy to you on the Start Date.
12. In the case of a new connection contract you will be subject to the daily standing charge from the date of this contract rather than the commencement of supply.
13. We will follow industry processes and transfer or install the meters for your Sites to us from your previous supplier within 21 days of this Agreement unless:
 - 13.1. The Start Date in the Particulars is more than 21 days after the date of this Agreement in which case we will transfer or install the meters for the Sites on the Start Date; or
 - 13.2. Your previous supplier blocks the transfer to us; or
 - 13.3. We do not have the correct information to complete the transfer or meter installations (having taken all reasonable steps to obtain the information from you or elsewhere); or
 - 13.4. Works need to be carried out due to the supply being through an exempt distribution system; or
 - 13.5. We cannot complete the transfer or install the meters for reasons outside our control.
14. We reserve the right to charge you for additional costs incurred by us in the event that the transfer or a meter install does not occur on time due to your act or omission. For the avoidance of doubt, should the events described in 1.3.2 to 1.3.4 occur, this will constitute a breach of this agreement by you.
15. If any of the information you have provided to us is inaccurate this may lead to us terminating this Agreement before the Start Date. In particular we may terminate the Agreement if:
 - 15.1. There is a Green Deal attached to any Site that is subject to this Agreement
 - 15.2. There is a pre-payment meter or other meter at any Site that is subject to this Agreement that we cannot support (although we reserve the right to continue the supply and change the meter in accordance with clause 5.4).
16. This Agreement shall continue in full force and effect until terminated in accordance with its terms. Approximately 60 days before the End Date we will endeavour to contact you

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as part of our renewal process to discuss renewing this Agreement for a further period. Regardless of the above, if you have not served notice to terminate this Agreement at least 30 days prior to the end of the Period:

- a) if you have been identified as a Microbusiness on the Particulars this Agreement may be terminated at any time after the initial Period stated in the Particulars on 30 days’ notice; or
- b) if you have not been identified on the Particulars as a Microbusiness this Agreement will be automatically renewed for a further Period of 12 months.

On renewal or extension your Contract Price maybe different as long as we have complied with our obligations to notify you of the variation in accordance with clause 2.2.2 below.

2. Price

- 2.1. Where you have opted for the **Fixed Price Product** on your Particulars:

- 2.1.1. Subject to any other provisions of this Agreement you will be supplied for the Period at the Contract Price shown in the Particulars until the stated End Date for that Period.
- 2.1.2. The non-commodity element to the charges are our best estimate of this element of the Price. We reserve the right to vary these elements of the Price where the final costs deviate from these estimates to an extent which we could not reasonably have foreseen. This includes but is not limited to (a) any cost increases or new charges or different charging structures imposed by any third party (including but not limited to the Distributor, the Transporter or metering agency); (b) cost increases arising from changes in law, regulation, levies, duties or tax; or c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect (for example, meter ownership status).
- 2.1.3. Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:

2.1.3.1. An additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

2.1.3.2. An additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System Sell Price.

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance

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22. Where you have opted for the **Standard Product** on your Particulars we reserve the right to vary the Contract Price to reflect:
 - 22.1. (a) any cost increases or new charges or different charging structures imposed by any third party (including but not limited to the Distributor, the Transporter or metering agency); (b) cost increases arising from changes in law, regulation, levies, duties or tax; (c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect (for example, meter ownership status); or(d) the rate charged to us for feed-in tariff charges or the rate charged to us for renewables obligations changes; and
 - 22.2. Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:
 - 22.2.1. An additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or
 - 22.2.2. An additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System Sell Price.
 - 22.3. Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance
23. After the end of any Period or Fixed Price Period we may vary the Contract Price for subsequent Periods by giving you not less than 30 days prior written notice, failing which there will be no change
24. Energy supplied after termination of this Agreement shall beat the Deemed Price and on a deemed contract (terms of which can be supplied on request). Where we own the Meter, we reserve the right to continue to bill you for Meter charges following termination of this Agreement until the Meter is transferred to a new owner.
25. For the avoidance of doubt, the Contract Price is applicable only to the Sites agreed to be supplied at the Start Date or at the commencement of subsequent Periods. Any sites which you wish to add to this Agreement during a Period will be the subject of a separate price quote from us.
26. We reserve the right to vary the charges where the Transporter, Distributor, government or governmental body issues a gas deficit warning or a gas deficit emergency for the duration of the warning or emergency to cover the additional costs of Energy purchases.
27. Your Contract Price assumes that we will be providing meter operator services. If you employ your own meter operator or we are required to change a meter to enable us

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to supply you we reserve the right to adjust your Contract Price.

28. Where we have agreed with you a Period that has an End Date more than 40 months from the date this Agreement comes into effect, we reserve the right to vary the Contract Price if at any time during the Period the Wholesale Energy Price at the time of purchase exceeds 125% of the Wholesale Energy Price at the effective date of the agreement.

29. In the event that we require a security deposit, the deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-06-24 Ref: Customer’s name.

3. Payment

31. We will invoice you by e-billing on a monthly basis for Energy supplied. Should you require a paper invoice, there will be an additional charge. You must pay each invoice in full within 10 days of the date of invoice (unless agreed otherwise in the Particulars). You are not obliged to pay us if you have a genuine bona fide dispute, in which case any amount not in dispute should still be paid.

32. If you fail to pay on time any sum that is due we may charge:

32.1. interest at the rate of 4% above the base lending rate of Barclays Bank plc, and

32.2. a late payment administration charge per invoice in accordance with the levels set out in the Late Payment of Commercial Debts legislation and regulations.

Where any amounts are outstanding, we may prevent you transferring to another Energy supplier by lodging an objection (irrespective of your termination rights).

33. All prices are exclusive of Value Added Tax, Climate Change Levy, and any other similar taxes which will be added to your invoices where appropriate. You are responsible for providing any applicable exemption certificate. If you do not provide the appropriate certificate the tax will be charged until such time as you do provide it.

34. All payments must be made by direct debit unless stated otherwise in the Particulars. Failure to do so may result in termination of the Agreement or an increase in the Contract Price by 1p/kWh. We do not accept payment by cheque.

35. Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes.

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4. Meter Reading

4.1. You should read the Meter the day before the Start Date, and at least once every six months thereafter. A Meter reading is taken as proof of your usage unless the Meter is found to be faulty to a degree exceeding that permitted by law.

4.2. Where we have asked you to provide a Meter reading and you have not done so we will estimate your usage for invoice purposes and reconcile against the consumption when a Meter read is available. There will be an administrative charge of £50 to cover the work involved in the estimation.

5. Meter Access and Maintenance

5.1. Unless otherwise agreed, we will make arrangements for the provision and maintenance of the Meter Installation, and you will allow us, the Transporter, the Distributor and our respective agents safe access to a Site to install, operate, read, maintain, test, isolate or remove the Meter Installation where necessary and, if requested, you will grant us an easement for this purpose.

5.2. You will not alter, add to or replace any part of the Meter Installation without our prior consent, which may be withheld for safety or other reasons.

5.3. Any Meter which is not owned by us, the Transporter or the Distributor must provide data in a form compatible with our IT systems and the Distributor or Transporter’s IT systems.

5.4. We reserve the right to remove any Meter and replace it. We also reserve the right to operate the meters in a manner that enables us to provide the supply to you including, but not limited to, altering the timing configuration to conform to any new industry standard, operating smart meters in dumb mode or fitting AMR in accordance with clause 5.8.

5.5. If we arrange an appointment with you and a third party to exchange or read a Meter, you will ensure that you or your agents will attend the appointment with the third party. If you or your agents do not attend the appointment and we are charged a cancellation fee by the third party, you agree to pay this cancellation fee in full when invoiced by us by the due date.

5.6. You may request that we install an (“AMR”) device or smart meter at your Site(s). All such requests will be subject to Site surveys and agreement between us and you before installation takes place.

5.7. Installation of AMR devices or smart meters is subject to a Site survey. If we can install our standard AMR device without additional work then there will be no additional charge to you. If additional work is required or we need to install a different device or a smart meter we will discuss the options with you before proceeding.

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58. We reserve the right to install either an AMR device or smart meter at your Site(s) and you agree to allow us to do this. For a smart meter to be included in your contract (either for electricity and/or gas or both), you:

5.8.1 agree that (a) for electricity, this will be scheduled by us once we complete the enrolment process to become a DCC user as authorised by the Smart Energy Code (SEC) Panel, and will be subject to the availability of Smart Metering equipment from our appointed Meter Operator (MOP); and (b) for gas, this will be scheduled by us once we complete the enrolment process to become a DCC user as authorised by the Smart Energy Code (SEC) Panel, and will be subject to the availability of Smart Metering equipment from our appointed Meter Asset Provider (MAP) and/or Meter Asset Manager (MAM).

5.8.2 acknowledge that subject to clause 5.8.1, for a Gas Smart meter to be installed by us, a Smart Electricity meter must already be installed and enrolled under the DCC at the Site (either supplied by ourselves, or another supplier). If there is no Electricity Smart Meter installed at the Site in question, we will be unable to install the Gas Smart meter and will defer the installation of the Gas Smart meter until such time as a DCC enrolled Electricity Smart meter is installed at the Site.

59. To the extent permitted by law, we shall have no liability to you with respect to clause 5.8 for any technical problems of any kind which may limit or prevent installation of smart meters at your Site; and/or any other events beyond our control that may cause the installation of smart meters to be disrupted or cancelled.

5.10. If you have a smart meter or AMR device at any of your sites you consent to us obtaining consumption data for periods of less than 1 month. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You may ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.

6. Safety and Emergencies

6.1. You undertake not to use Energy in any way likely to risk any person’s health and safety or to risk any damage to property.

6.2. If there is a problem with your supply you should contact your Transporter or your Distributor which is named in the Particulars. You will find contact details for your Transporter or Distributor on your invoices or on our website.

6.3. You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant wires, connections, pipes and apparatus downstream of the Meter and for paying any call out or repair costs in connection

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therewith.

64. You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of Energy where there is an emergency or where such instruction is given pursuant to obligations imposed on us by law, regulation or under our supplier’s licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act 1976.

65. We need you to provide us with contact details of at least one person at each Site who will be our primary contact for emergencies and account administration. You agree to update us with any changes to these contact details.

66. You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 5 and 6 of this Agreement.

7. Change of ownership and De-Energised or Disconnected Sites

7.1. If you intend to leave a Site during a Period including before the commencement of supply, we will allow you to terminate the Agreement in respect of that site early on the following conditions: (a) you must give us at least one month’s written notice, stating the date you intend to leave, your new address, and the name and current address of the proposed new owner or occupant and (b) you must provide a Meter reading on the date you leave.

7.2. If during this Agreement you cease to use Energy at any Supply Point or do not commence supply at any Supply Point, we will still need to charge you for any other costs incurred by us in relation to the Supply Point for the remainder of the Period. This may include any costs or losses for selling on forward purchased Energy in accordance with clause 9.5 and for new connections will include a proportion of the cost of the supply and installation of any meters as this cost has been spread across the initial Period. You can ask us to de-energise or disconnect the Supply Point which may reduce these costs.

8. Liability and Force Majeure

8.1. Save under clauses providing for indemnities or payments to be made, we shall not be liable (whether in contract or in tort) to you for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Agreement or from any negligent act or omission hereunder.

8.2. If due to any circumstance beyond the reasonable control of one party to this Agreement it is not practicable for the affected party to perform any of its obligations, such obligations (other than to make payments) shall be suspended to the extent that and for so long as such impracticability continues.

8.3. We accept no liability for any loss or damage arising out of

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any act or omission of the Distributor, Transporter or their agents in the performance of its obligations, whether or not acting as our agent.

84. In any event, our liability under this Agreement shall not exceed the value of the Estimated Consumption of Energy at the then Contract Price in the Contract Year in which the liability arises.
85. Nothing in this clause 8(each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either party in respect of fraud or fraudulent misrepresentation; or death or personal injury caused by that party’s negligence.

9. Termination

91. Either party may terminate this Agreement at the end of any Period by giving the other party at least 30 days prior written notice. The notice can be served at any time as long as it is received 30 days before the end of the Period. Any termination notice should be in writing and either sent by post to Corona Energy, Building 2, Level 2, Croxley Park, Watford, WD18 8YA or via email to terminations@coronaenergy.co.uk.

You will be able to transfer to another supplier provided this has been done and the Period has come to an end (subject to there being no outstanding amounts on your account). You should also refer to clause 10.6 below if taking this option.

92. If you commit a material breach of this Agreement or become insolvent or unable to pay your debts or there is a deterioration in your financial health or you withdraw your direct debit mandate we may terminate this Agreement immediately by written notice to you and disconnect or de-energise your Energy supply.
93. The Agreement will terminate automatically in respect of any Supply Point if we are not permitted to continue to supply Energy to it because to do so would infringe the terms of our supplier’s licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of that Supply Point.
94. Termination for any reason is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination.
95. You acknowledge that we have given you the benefit of a fixed commodity price in expectation that it would be paid in full for the whole of the Period and that the Contract Price has been calculated on this basis. We have hedged the Energy to obtain the best price and selling back any of this Energy due to the termination of this Agreement may not achieve the same price and will incur further additional costs of trade. Therefore where supply to any Supply Point ceases before the end of the Period (including under clause 7) we reserve the right to charge you for any losses or costs

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incurred (whether by reason of the trade of Energy or otherwise) together with an administration fee of 3% of the expected consumption for that Supply Point for the remainder of the Period.

10. General

101. If this is an Agreement for the supply of electricity, by entering this Agreement you are agreeing to enter into an agreement between your Distributor and you the terms of which are set out in the National Terms of Connection. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site.
102. Title to and risk in the Energy passes to you at the Supply Point.
103. You may not assign this Agreement without our prior written consent. On prior notice to you, we may assign and transfer our rights and obligations hereunder to any person authorised to supply the relevant Energy.
104. You warrant that you have the right to enter into this Agreement, that the supply of Energy hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Agreement is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
105. Except where specifically stated, this Agreement creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
106. Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under clause 9.1 or provision of a final read under clause 7.1, the party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt please contact us to ensure your notice has been received.
107. We may vary any of the terms of this Agreement to reflect industry changes on giving you not less than 30 days prior written notice.
108. This Agreement, which is governed by English law, constitutes the entire agreement between us relating to the supply of Energy to the Sites(s) and supersedes all prior negotiations and representations, written or verbal. Where we supply you with both electricity and gas, each supply will be a separate agreement and each agreement will be unaffected by the other.