

## GENERAL CONDITIONS

### ATTACHMENT 2

These General Conditions set out the general conditions of this Agreement upon which we will supply your entire electricity requirements for the Supply Period (shown on the first page of this Agreement) to the site shown on the first page of this Agreement and to the other sites shown in the Schedule of Premises (if any). Where no definition is given in the General Conditions in this Agreement, the definitions used in the General Conditions in our electricity supply contract for Half-Hourly sites shall apply, a copy of which is available upon request.

This Agreement is between Total Gas & Power Ltd and yourself. This Agreement and supply shall start on the Contract Start Date (shown on the first page of this Agreement) which we will confirm to you in writing. In respect of each connection point at each premises the supply will only start, and we will only supply electricity, provided (1) there is a Connection Agreement in force between you and the Distributor as referred to in Clause 10(a), (2) we are validly registered at the connection point under the Master Registration Agreement, (3) you have terminated any contract with any other supplier, (4) any necessary siteworks have been completed, (5) we have assessed your creditworthiness and you have provided any financial security or prepayment that we may require, and (6) a Meter Operator, Data Collector and Data Aggregator are appointed in respect of each meter. For these purposes: "Distributor" means, in respect of each premises, any company licensed and authorised to distribute electricity and which owns or operates the distribution system through which electricity is delivered to the premises; "Meter Operator" is the person accredited and certified by the Performance Assurance Board (as defined in the Balancing and Settlement Code – "BSC") and appointed to install, commission, test and repair the meter; "Data Collector" means the person appointed to retrieve, validate and process metering data; and "Data Aggregator" means the person appointed to carry out the aggregation of metering data received from Data Collectors.

### OUR OBLIGATION TO COMPLETE A SUPPLIER TRANSFER WITHIN THREE WEEKS

In respect of each Connection Point to be supplied by us under this Agreement, we will complete any supplier transfer from your previous supplier within 21 days of the day after the date of this Agreement unless: (a) you request that the supplier transfer be completed at a later date (and you shall be treated as having so requested where the Contract Start Date is later than 21 days following the date on which this Agreement is made); (b) you notify us that you do not wish the supplier transfer to take place (in which case you will be treated as having terminated this Agreement, and an Early Termination Payment will be charged as set out in Clause 5); or (c) one or more of the conditions in the following subclauses (i) to (iv) apply, namely where -

(i) the supplier transfer is prevented by your previous supplier; (ii) we do not have all the necessary information that we require despite having taken all reasonable steps to obtain the missing information; (iii) we are prevented from completing the supplier transfer due to any circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve; or (iv) we are permitted under the terms of our licence not to complete the supplier transfer.

Where any of the conditions (i) to (iv) above applies then we will complete the supplier transfer as soon as reasonably practicable and in any event within 21 days of the conditions ceasing to apply. If either condition (i) or (ii) applies an Early Termination Payment will be charged as set out in Clause 5.

We shall not charge you for any costs associated with carrying out a supplier transfer, but this does not affect our

ability to charge you an Early Termination Payment as set out in Clause 5.

### 1. PAYMENT

Your electricity bill will be based on an estimate which will then be reconciled whenever a meter reading is taken. You must provide good faith estimates of likely consumption if asked. You must pay for any electricity supplied to you according to the Contract Price shown on the first page of this Agreement and according to any applicable Payment Plan together with VAT, Climate Change Levy ("CCL"), Fossil Fuel Levy (if applicable), Feed-in Tariff Levelisation Payments, and any other tax duty or levy on all charges at the applicable rate. We reserve the right to vary the Contract Price on giving you at least 30 days prior written notice. You may, at any time before the expiry of that notice period, give us notice terminating this Agreement. Such termination will take effect on the date when the varied Contract Price would have applied had you not terminated. Unless otherwise stated in the Payment Plan, the method of payment under this Agreement is direct debit. An administration fee of £20 will apply every time payment is collected or received by any other means. You must also pay us at the then current Uncontracted Rate (being a rate which we determine from time to time, which includes an amount to take account of Use of System Charges and other charges incurred by us in supplying you) plus standing charges, for any electricity used outside the terms of this Agreement or at any time this Agreement is not in force together with any other costs we incur due to such use. Details of these rates and charges are available on request. You must pay the amount due in respect of each invoice within 10 days of date of invoice. If payment is not received by us by the due date then without prejudice to our other rights and remedies we shall be entitled (i) to levy a late payment charge of £20 for each overdue invoice, and (ii) to charge interest on overdue amounts (but not on the late payment charge) from the due date until payment at the rate of 4% per annum above the HSBC Bank Plc base rate. Failure to pay more than one invoice by the due date shall amount to a significant breach of this Agreement under Clause 5. If an invoice is disputed, you must not delay in making payment of any part thereof which is not the subject of a genuine dispute. Where a group invoice erroneously includes amounts for some sites but not others then such error alone will not entitle you to dispute payment. Sums claimed in invoices are preliminary sums and are subject to reconciliation and correction. We reserve the right to recover from you any charges incurred as a result of a breach by you of any Industry Agreement. "Industry Agreement" means agreed procedures and codes of practice and any and all agreements regulating the generation, transmission, distribution and supply of electricity in England and Wales, and includes, but is not limited to, the BSC, the Distribution Code, the Grid Code, any revenue protection code of practice, and the Connection and Use of System Code in each case, as amended, varied, supplemented or replaced from time to time. We may set off any amount due from us to you under this Agreement against any amount due from you to us under this or any other agreement between us (including any agreement for the supply of gas). We reserve the right to de-energise the premises (at your expense) if you fail to pay any sums due in respect of our supply. We reserve the right to de-energise the premises or remove (at your expense) any electricity meter provided by us, and to recover from you (a) an administration charge of £50 per calendar month and (b) any charges incurred by us under any Industry Agreement in respect of the site until the meter is removed, if you cease consumption of electricity (or the consumption of electricity is de minimis) or if you do not require a connection or if you permanently vacate the site and no one else requires a supply. Upon removal of any meter and any associated equipment or devices (whether at your request or otherwise), and upon any non-standard

installation of any meter or any associated equipment or devices, you must pay (in addition to any other charges under this Agreement) our charges for the same which shall include (in the case of removal) any termination fee imposed by the Meter Operator.

We guarantee that any commission or other payment made by us to any third party, for the placing of this Agreement with us, is included within the Contract Price.

### 2. THE METER

You must tell us immediately if the meter is replaced or modified or you contract directly with a Meter Operator or Data Collector. If you do so directly contract, you agree to enforce the terms of such agreements (including terms as to the level of service to be provided by the Meter Operator or Data Collector) and to indemnify us against all expenses, loss or damage suffered by us as a result of any breach of such contracts or the BSC by you or them, including but not limited to costs arising from the delay in receipt of valid data from such persons or failure by such persons to fulfil any obligations under the BSC and any Supplier Liquidated Damages incurred by Total Gas & Power Ltd under the terms of the BSC and procedures made there under. If at any premises your average monthly demand exceeds or is likely to exceed 100kW in respect of any Connection Point you must inform us of the same and you must enter into a Half Hourly Meter Operation Agreement direct with a Meter Operator and install appropriate Half Hourly Metering Equipment, accept any associated charges, and indemnify us against any liabilities, charges or costs arising from your failure to comply with these requirements including but not restricted to the cost of installation and maintenance of such Metering Equipment and any liquidated damages payable by us under the BSC. You must ensure that no part of the meter including the seal or any attached notice is mistreated or removed. An estimate may be used if the meter is faulty. Unless we have been negligent we will charge you for any costs which may arise should you take electricity except through the meter or which may arise because the meter has become damaged. You agree to allow reasonable access (on suitable notice) to ourselves or anyone else who can identify themselves and who reasonably needs access to read the meter or in connection with the supply generally. You agree not to assert ownership of any meter or associated equipment or devices belonging to us, the transporter, a Meter Operator or any other third party.

**3. LIABILITY** We (including anyone who works for us) will not be liable to you for any loss of use, profits, interest, contracts, goodwill, market or economic opportunity, production, data or revenue or for increased cost of working or business interruption or any indirect or consequential loss whatsoever and howsoever caused whether foreseeable or not. Nothing in this Agreement shall exclude or limit liability for any claim on account of death or personal injury resulting from a party's negligence.

**4. NON-SUPPLY** If we cannot comply with this Agreement for any reason beyond our control or we cannot supply you owing to siteworks, repair, maintenance or safety reasons, then we will not be in breach of this Agreement. We do not guarantee and shall not be liable for the delivery of electricity at all times or that electricity will be free of brief variations in voltage or frequency attributable to the operation or failure of each relevant Distributor's System, any other relevant system or the NGC Transmission System. Where a direction is given to us under section 34(3) or 96 of the Electricity Act 1989 (as amended) or under section 2(1)(b) of the Energy Act 1976 (emergencies) we are permitted to discontinue or restrict the electricity supply and you shall refrain from using electricity immediately upon being told to do so by us or the Distributor.

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## GENERAL CONDITIONS - CONTINUED

### 5. TERMINATION

This Agreement will initially continue for the Supply Period. The Supply Period will be extended after that date: (a) for successive one year periods unless either party gives the other at least 30 days' written notice of termination before the beginning of any such period (if you were not a Micro Business Consumer when you entered into this Agreement); or (b) until either party gives to the other not less than 30 days' written notice of termination expiring at or after the end of such period (if you were a Micro Business Consumer when you entered into this Agreement). If such notice is given and you do not enter into another electricity supply contract with us or with another supplier, then you may change to another supplier at any time after the end of the Supply Period (as extended) without the need for further termination notice or payment of any termination fee. This Agreement will terminate automatically at any time another supplier is required by law to supply your site. If either party fails to remedy a significant breach of this Agreement within 14 days of being asked to do so the other may terminate this Agreement forthwith by written notice. If either party ceases to trade or enters into any kind of liquidation (except for amalgamation or reconstruction) or has a receiver, administrative receiver, nominee or similar officer appointed over its assets the other party may terminate immediately by written notice. We may terminate this Agreement forthwith if you cease to be a party to the Connection Agreement or any Meter Operator Agreement or Data Collector Agreement under which you have (or ought to have) contracted directly, or if you fail or the party with whom you so contract fails to comply therewith. If you permanently vacate the premises during the Supply Period you will be liable only for those charges due up to the date you leave, provided you have notified us 28 days in advance of that date so that we can arrange for the new occupier to take on the supply. If you do not give us the required notice, or if you terminate during the Supply Period otherwise than set out above in this Clause 5, you must pay us an Early Termination Payment calculated by reference to your profile class [1, 2 etc] as follows: £300 [1 & 2]; £750 [3 & 4]; £1,875 [5 & 6]; £3,000 [7 & 8]. Such Early Termination Payment will not apply if you were a Micro Business Consumer when you entered into this Agreement and the termination comes into effect at or after the end of the initial Supply Period. Any termination will not affect any existing rights or obligations of either party. We may stop you from changing to another supplier if any payment from you is overdue, or if we agree with the other supplier that the transfer was initiated in error, or if the other supplier has not submitted a registration under the MRA for all related metering points for the same supply start date, or if you have informed us that you have not entered into a contract with the other supplier, or if you have asked us to stop you from changing suppliers. This Agreement shall terminate upon a last resort direction given to an electricity supplier other than us, in pursuance of standard condition 8 (Supplier of Last Resort) of that supplier's licence coming into effect in relation to the premises.

### VACATION OF SITE

Our agreement to supply electricity to the site is based upon, amongst other things, our assessment of your creditworthiness and our commitment under this Agreement to supply electricity to the site ceases where you have ceased to occupy the site. For the avoidance of doubt, your obligations under this Agreement are not terminated or discharged as a consequence of you ceasing to occupy the site. You agree to give us 28 days' prior written notice if you cease to occupy a site.

### 6. SAFETY

You must use the electricity in a safe manner. Anything done or not done by ourselves or the Distributor or the Transmission System Operator in dealing with an emergency or a safety issue will not be in breach of this

Agreement. In such situations you must stop or restrict the use of electricity when we ask you to.

### 7. VARIATIONS

We may vary this Agreement (including making variations in the Contract Price), upon giving you written notice. Variations may be made, without limitation, to reflect: any obligations and liabilities imposed on us by law or under our gas supply licence or any Industry Agreement; any variation in any charges imposed on us as a result of any change in the law, any change in the rate of VAT, the Fossil Fuel Levy, the Climate Change Levy and any tax duty or levy, or in the Feed-in Tariff Levelisation Payments, a change of any Industry Agreement or as a result of any action or direction of the Secretary of State or the Gas and Electricity Markets Authority ("the Authority") which determines a change to any charges imposed on us; and any variation in charges for metering. Notwithstanding the foregoing we shall not be entitled to vary this Agreement without your consent solely on the ground that you are no longer a "Micro Business Consumer". "Micro Business Consumer" means a business that employs fewer than ten people (or their full time equivalent) and which has an annual turnover or annual balance sheet total of less than 2 million euros, or which uses less than 55,000 kWh of electricity per year.

### 8. GENERAL

All notices under this Agreement must be in writing. You must not sign an electricity supply agreement with more than one supplier at any time covering the same Supply Period. This Agreement represents the entire agreement between us and supersedes anything previously said, done or implied which adds to or conflicts with it. This Agreement shall be construed and governed in all respects in accordance with the laws of England and any disputes or differences shall be subject to the exclusive jurisdiction of the English Courts.

### 9. DATA PROTECTION

TOTAL's Privacy Policy may be viewed at [www.totalgp.com](http://www.totalgp.com).

### 10. CONNECTION PROVISIONS

- a) By your agreement to take the supply from us on the terms and conditions of this Agreement, you also agree to accept and adhere to the National Terms of Connection (NTC). The NTC can be viewed on the internet at [www.connectionterms.org.uk](http://www.connectionterms.org.uk) and if you want a copy or have any questions about the NTC please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF (phone: 0207 706 5137).
- b) The Distributor's obligations under the NTC and our obligations under this Agreement are subject to the Maximum Capacity (meaning the maximum amount of electricity permitted to flow at the premises in accordance with the NTC or any other relevant Connection Agreement) and any other design feature of your connection. In accordance with existing legal rules, you must contact the Distributor in advance if you propose to make any significant change to your connection, electric lines or electrical equipment or to do anything else that could affect the Distribution System or require alterations to your connection.
- c) The Distributor will maintain, and may interrupt, and shall be entitled to cut-off any Connection Point in accordance with and subject to the provisions of the Electricity Act 1989 (as amended) and any other legal requirements or rights (including those arising under any code or agreement with which the Distributor is obliged by its Distribution Licence to

comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the connection at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.

- d) Subject to any contrary existing agreement between you and the Distributor (and/or us) the Distributor shall not be liable to you under this Agreement or otherwise for any loss or damage which:
  - i) is beyond the reasonable control of the Distributor;
  - ii) is consequential or indirect or arises from or amounts to Economic Loss (meaning any wasted expenses or any loss of profits, revenues, interest, business, contract, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable).
- e) If the supply to the premises is wholly or mainly used for business purposes the Distributor will only be liable to you in accordance with the limitations in Clause 10(d) and up to a maximum of £100,000 per calendar year.
- f) Clauses 10(d) and (e) will continue to apply regardless of the termination of this Agreement. The ending of this Agreement will not affect any rights, remedies or obligations which may have come into being under this Agreement prior to that time.
- g) The terms of this Clause 10 will be changed automatically to incorporate any changes in the NTC that are approved by the Authority. Any change which is approved will be announced in the national press and the new terms will be published on the internet at [www.connectionterms.org.uk](http://www.connectionterms.org.uk) and will take effect from the date stated in those announcements.
- h) The Distributor may cut off the supply to your Connection Point where the Distributor is entitled to do so under general law, this Agreement, the NTC or the electricity industry arrangement under which the Distributor operates.
- i) The Distributor shall be entitled and have the ability to enforce the provisions of this Clause 10 and by virtue of the Contracts (Rights of Third Parties) Act 1999 and this Clause may not be varied without the prior written consent of the Distributor.

### 11. COMPLAINTS

You can make a complaint: in writing, to Customer Services, Total Gas & Power Ltd, PO Box 336, Redhill RH1 1FW; by telephoning 0333 003 7874 (calls are monitored for training purposes and to ensure that we meet our company standards, as well as identifying areas where we can make improvements for the benefit of all our customers); by fax to 01737 784900; or by email to [customer@totalgp.com](mailto:customer@totalgp.com) (please include 'Complaint' in the title of your email).

We will provide a substantive response to your complaint, outlining what we have done in response, and any outstanding actions and related timescales, within 10 working days of receiving the complaint. We aim to ensure you are kept fully updated as we work to resolve your complaint. Where a complaint involves a third party such as a broker or consultant, it may be necessary for us to contact them to help with the investigation and resolution.

If you are not satisfied with our response to your complaint, you can contact us again asking for an internal review of the complaint by a senior manager. When sending such a request, please state the reason for your dissatisfaction and include your customer reference in your correspondence.

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## GENERAL CONDITIONS - CONTINUED

### **CITIZENS ADVICE CONSUMER SERVICE**

If matters cannot be resolved you can contact the Citizens Advice consumer service which provides free and independent help and advice to small businesses on energy issues such as contract issues, making a complaint, or advice if you're struggling to afford your bills. You can consult the Citizens Advice consumer service at any stage in the complaints process by telephoning 03454 04 05 06 or searching "energy" on their website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

You may also download their leaflet "Know Your Rights in a Changing Energy Market" from <https://www.citizensadvice.org.uk/about-us/how-citizens-advice-works/citizens-advice-consumer-work/know-your-rights-in-the-energy-market/>

### **OMBUDSMAN SERVICES: ENERGY**

If you remain unsatisfied with the response to your complaint, and we have informed you that we can take no further action, or 8 weeks have passed since you originally told us about your complaint, you have the right to contact the Energy Ombudsman. The Ombudsman is there to help resolve disputes between energy suppliers and their customers. Use of the Ombudsman's services is free for consumers. The Ombudsman is independent and will make a decision based only on the information available. The Ombudsman's decision is binding on the energy supplier, not the customer.

The Energy Ombudsman may be contacted: in writing, to PO Box 966, Warrington WA4 9DF; by telephoning 0330 440 1624; by fax to 0330 440 1625; by email to [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org); or via the website [www.os-energy.org.uk](http://www.os-energy.org.uk)