

## GENERAL CONDITIONS

These General Conditions set out the general conditions of the Agreement upon which we will supply your entire natural gas requirements for the Supply Period (shown on the front page of this Agreement) to the site shown on the front page of the Agreement and to the other sites shown in the Schedule of Quantities (if any). The Agreement is between Total Gas & Power Ltd and yourself. The Agreement and supply shall start on the Supply Date (being the first day of the Supply Period). The Supply Date will only start following an offer to convey the gas from the company which owns the pipes connected to your site, the withdrawal of any current supplier, and the completion of any necessary siteworks, our assessment of your creditworthiness and the provision by you of any financial security or prepayment that we may require.

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

In respect of each site to be supplied by us under this Agreement, we will complete any supplier transfer from your previous supplier within 21 days of 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 Supply 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 -

(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, 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, calculated from the day the supply would have commenced had neither condition (i) or (ii) applied.

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 gas 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 gas supplied to you according to the Contract Price plus any other charges shown on the front page of the Agreement and according to the applicable Payment Plan together with VAT and any other taxes, levies (including Climate Change levy), duties and imposts at the applicable rate. You must also pay us at the then current uncontracted rate for any of our gas used outside the terms of the Agreement or at any time the Agreement is not in force together with any other costs we incur due to such use.

Payment must be made by Direct Debit. An administration fee of £20 will apply every time payment is collected or received by any other means.

The following two paragraphs shall not apply where the Customer was a Micro Business Consumer when entering into this Agreement or where this Agreement was originally entered into by the Customer verbally as part of a telephone sale conducted by Total Gas & Power Ltd or a third party intermediary. "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 293,000 kWh of gas per year.

If any Industry Charges are introduced or changed in respect of all or part of the Supply Period, then we may vary the Contract Price to reflect such charges by giving you 28 days' prior written notice. "Industry Charges" means such charges as are levied by any gas pipeline operator ("transporter"), meter reading provider or metering services provider in connection with the supply and any other charges imposed on us as a result of supplying gas to the site, including charges for automated meter reading and charges for unidentified gas payable by us under the Uniform Network Code.

Where the ESGM Price Assessment for day ahead in respect of any day in the Supply Period, as published by Heren Energy in European Spot Gas Markets (or in the absence of a day ahead price, the last published price for that day) ("NBP offer price") is greater than 3.48 pence per kWh, then we reserve the right to recover an additional amount from you equal to the Estimated Annual Quantity/365 x (NBP offer price less (Contract Price less Industry Charges)) for each such day, by issuing an invoice or by varying the Contract Price, whichever we deem appropriate.

We also reserve the right to vary the Contract Price for any reason on giving you at least

30 days' prior written notice (but not if you were a Micro Business Consumer when you entered into this Agreement and you have given us not less than 30 days' written notice of termination expiring at or after the end of your initial Supply Period). You may, at any time before the expiry of that notice period, give us written notice terminating this Agreement (but not where we have given notice only of a change in Industry Charges and/or additional charges under the two preceding paragraphs). Such termination will take effect on the date when the varied Contract Price would have applied had you not terminated.

If this Agreement is terminated but you then fail to switch to another supplier, our deemed contract rate (plus a standing charge) shall apply from the date of termination until we or another supplier begin to supply you under a new contract. Details of these rates and charges are available on request.

If you cease consumption of gas (or the consumption is de minimis) at any meter, or if you do not require a supply of gas at any meter then, until the meter is removed, you must pay us (in addition to any other charges under this Agreement) the greater of either:

- (i) a standing charge of £100 plus VAT per month; or
- (ii) the Industry Charges that we incur in relation to the site.

Upon removal of any meter (whether at your request or otherwise), you must pay (in addition to any other charges under this Agreement) our charges for the removal of the meter and for making the site safe which shall include:

- (i) all charges imposed by any transporter and any other party; and
- (ii) an administration charge of 10% limited to £100 plus VAT; and
- (iii) all other expenses in connection with the meter removal (including any termination fee imposed by the meter asset manager).

Upon removal of any equipment installed for the purposes of automated meter reading (whether at your request or otherwise), and upon any non-standard installation of such equipment, 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 provider of the automated meter reading.

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 HSBC Bank Plc base rate. Sums claimed in invoices are preliminary sums and are subject to reconciliation and correction. Failure to pay more than one invoice by the due date shall amount to a significant breach of the Agreement under Clause 5. 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 electricity). We reserve the right to disconnect or cut off the supply (at your expense) if you fail to pay any sum due in respect of our supply or if you permanently vacate the site and no one else needs the supply. The amounts of gas supplied will be calculated according to the requirements of the law.

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. You must ensure that no part of the meter including the seal or an 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 gas 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 and 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 automated meter reading equipment belonging to us, a transporter, a meter asset manager, a provider of automated meter reading 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, revenue or for increased cost of working or business interruption or any indirect or consequential loss whatsoever and however 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 the 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

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## GENERAL CONDITIONS - CONTINUED

breach of the Agreement. Where the failure was due to the company which owns the pipes connected to your site we will pass on to you any sums which it pays us less a 10% charge to cover our administration costs. Where a direction is given to us under section 2(1)(b) of the Energy Act 1976 (emergencies), or for the duration of a pipe-line system emergency, we are entitled to discontinue or restrict the gas supply and you shall refrain from using gas immediately upon being told to do so by us or a transporter. In the event that the supply is curtailed due to a Gas Deficit Emergency under the Uniform Network Code, we will pass on to you any Demand Side Response ("DSR") Payment that we receive in respect of your site, as soon as reasonably practicable after we have received it.

### 5. TERMINATION

The 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 90 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 gas 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. The 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 the Agreement within 14 days of being asked to do so the other may terminate the 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. Any termination will not affect any existing rights or obligations of either party. If you permanently vacate the site during the Supply Period then, subject to the paragraph below entitled "VACATION OF SITE", 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 amounting to the Estimated Annual Quantity for the remainder of the Supply Period at the Contract Price (subject to a maximum of 25% of the Estimated Annual Quantity). 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. If the Agreement has not expired or has not been terminated in accordance with this Clause 5, we may stop you from changing to a different supplier. We may also stop you from doing so if any payment from you is overdue, or if we agree with the other supplier that the transfer was initiated in error, 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 a gas 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 site.

VACATION OF SITE: our agreement to supply gas to the site is based upon, amongst other things, our assessment of your creditworthiness and our commitment under this Agreement to supply gas 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 gas in a safe manner. Anything done or not done by ourselves or the company which owns the pipes or metering equipment connected to your site in dealing with an emergency or a safety issue will not be in breach of the Agreement. In such situations you must stop or restrict the use of gas when you are asked to do so. You must give us 28 days' notice if you intend to use a compressor and we may require you to keep (at your expense) an appliance to stop pressure fluctuations

### 7. VARIATIONS

We may vary the Agreement by giving you written notice, to reflect any obligations and liabilities imposed on us by law or under our gas supply licence or the Uniform Network Code, but 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.

### 8. GENERAL

All notices under the Agreement must be in writing. You must not sign a gas supply agreement with more than one supplier at any one time covering the same Supply Period. The Agreement represents the entire agreement between us and supersedes anything

previously said, done or implied which adds to or conflicts with it. The 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

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

### 10. 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-care@totalgp.com](mailto:customer-care@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.

### 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 [os-enquiries@os-energy.org](mailto:os-enquiries@os-energy.org); or via the website [www.os-energy.org.uk](http://www.os-energy.org.uk)