



Terms and Conditions

For small and medium enterprises (SME's)

(Matrix Product)

Effective from 27 October 2016

Supplier of the Year 2015

Welcome to Gazprom Energy's General Terms and Conditions for Small and Medium Enterprises

Your contract

Your **contract**, consisting of the **contract option** and these **terms and conditions**, is between us, Gazprom Marketing & Trading Retail Limited ('Gazprom Energy') and you, our customer.

These **terms and conditions** apply to all **sites** to which we **supply** you unless replaced with an updated set of **terms and conditions** (see below "Updates to Our Terms and Conditions"). This includes **sites** at which a **deemed contract** has arisen (for further details on **deemed contract(s)** please see section 1 of these **terms and conditions**).

Interpreting this document

If there is a difference between what is stated in your **contract option** and what is stated in these **terms and conditions**, then what is stated in your **contract option** will take priority, unless we have agreed otherwise in writing with you.

Certain words used in these **terms and conditions** have been highlighted in bold. These terms have been given a certain meaning which is stated in the glossary at the back of the document.

These **terms and conditions** form part of your contract. Please read them carefully so that you fully understand your responsibilities to us and our responsibilities to you.

Is your contract right for you?

By entering into this **contract** you confirm that you are using the gas or electricity (or both) for non-domestic purposes, you own or have the right to enter into this **contract** in respect of each **site** you are asking us to **supply** and that the **sites** are not **green deal site(s)**. Should these circumstances change you must tell us immediately as we may need to review the appropriateness of this **contract** for you and our ability to **supply** you.

Are you a micro business customer?

If you are a **micro business customer**, the principal terms and conditions for micro business customers contained in "Appendix 1" will also apply to you. You should read the principal terms in conjunction with these **terms and conditions**. Please refer to section 2.3 of these **terms and conditions** for terms which are specific to **micro business customers**.

Updates to Our Terms and Conditions

We may change these **terms and conditions** at any time. We will notify you of any changes.

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Section 1

Becoming responsible for a site we currently supply, or receiving supply from us where a contract hasn't been agreed

1.1 When would this apply to me?

This section applies if you've become responsible for **site(s)** where we currently supply energy and/or there are standing charges applicable to the **site(s)**, but you haven't agreed a contract with us for that energy and/or standing charges. In these circumstances you have a **deemed contract** with us.

You may also have a **deemed contract** if:

- your **supply** has been transferred to us by mistake; or
- **Ofgem** has appointed us as your supplier, and you've not agreed a **contract** with us.

1.2 What does this mean for me?

Your **deemed contract** starts when you become responsible for a **site(s)** which we **supply** or where there are applicable standing charges. These **terms and conditions** apply to your **deemed contract**.

Until we have agreed a **contract** with you the **charges** that you will pay for energy and/or the applicable standing charges will be our **deemed prices** which are published on our website.

You can end your **deemed contract** at any time by:

- agreeing a **contract** with us,
- transferring to another energy supplier (no notice is required to be given to us); or
- asking us to permanently disconnect the **supply** to your **site(s)**.

We can make changes to your **deemed contract** (including the **deemed prices**) at any time. We'll take reasonable steps to inform you (including directing you to our website for details).

1.3 Getting a better deal

If you haven't spoken to us about your energy charges, then it is advisable to get in touch with us as you may be able to get another deal.

1.4 Starting an agreed contract

If you agree a **contract** with us, once that **contract** starts your **deemed contract** will end. Section 1 of these **terms and conditions** will no longer apply (unless the circumstances described in section 1.1 arise) but the rest of these **terms and conditions** will continue to apply to you.

Section 2

Switching your supply to us

2.1 When would this apply to me?

This section only applies in the event that:

- you're a new customer; or
- you're an existing customer, but you ask us to provide energy to **site(s)** that we don't already **supply** and we provide a quote for those **site(s)** (see section 4.1).

2.2 When your contract starts

Your **fixed contract** starts on the date on which you receive an email from us confirming our acceptance of the **contract** (following which you will receive a countersigned copy of the **contract**). The date on which we will start **supply** is usually a date later than your contract **start date** and is specified in your **contract option**.

When we first agree a **contract** with you we'll also agree an **end date** for your **contract**. In the case of **new connections**, where **supply** does not commence on the date specified in your **contract option**, we may defer the **end date** by a length of time equal to that by which the start of your **supply** by us has been delayed.

2.3 What is different about my contract if I am a micro business customer?

In addition to these **terms and conditions**, the principal terms and conditions for **micro business customers** also apply to your **contract**.

The main difference between the principal terms and conditions and these **terms and conditions** is in relation to what is known as "automatic rollover". All customers can end their **contract** on the **end date** by providing us with written notice of termination. However, non-micro business customers have to give us three (3) months' notice, whereas **micro business customers** only have to give us 30 days' notice.

If non-microbusiness customers do not provide us with the relevant notice, their **contract** will automatically renew for a further twelve months. However, if a **micro business customer** does not provide the relevant notice, the **contract** will not automatically renew. Instead, the **agreement** will continue and the **micro business customer** will be charged at our **out of contract rate**.

Please see sections 4.3 and 4.4 for more information on ending your **contract** and automatic rollover.

Micro business customers also:

- receive copies of the **terms and conditions** from us and a statement of the renewal terms which will apply at the **end date** within ten (10) days of us accepting the **contract**; and
- are contacted at least sixty (60) days before the **end date** with details of the options available to them regarding their **supply**.

Section 2

Switching your supply to us (continued)

2.4 Ending your arrangements with your existing supplier(s)

It's your responsibility to cancel or terminate any relevant contracts and pay any outstanding amounts you have with any existing suppliers.

If you don't, transfer of your **supply** to us may be delayed or prevented altogether.

2.5 Setting up your supply with us

We can only start to **supply** you when we've successfully transferred your **site(s)** to us from your existing supplier.

We'll take all reasonable steps to complete your transfer to us:

- on the date agreed with you; or
- if no date has been agreed, within 21 days starting from the day after you've entered into a **contract** with us.

Your transfer could be delayed:

- if your existing supplier objects to you changing supplier because you haven't cancelled, or terminated your contract with them;
- if your existing supplier objects to you changing supplier because you owe them money;
- if we don't have all the information we need to complete the transfer despite taking reasonable steps to obtain it;
- your **site(s)** is part of an **exempt distribution system**; or
- as a result of any other circumstances beyond our reasonable control which we have taken all reasonably practicable steps to resolve.

We can cancel your **contract** if:

- we haven't been able to transfer your **site(s)** from your existing supplier(s) for reasons outside of our control; or
- you provide us with false, incomplete and/or inaccurate information which we have used in assessment of your suitability for **supply** by us.

If your transfer is delayed, or we cancel your **contract** for any of the reasons set out in this section 2.5, we will not be liable for any costs that you incur. We will also have the right to invoice you for our losses in relation to any energy we have purchased in anticipation of the **supply** to you, or any other costs we have incurred as a result of the delay. You must pay the invoice within ten (10) days of the date of the invoice.

Section 3

Credit checking and monitoring

3.1 When would credit checking and monitoring apply to me?

We may carry out a credit check when agreeing a new **contract** with you so as to assess your ability to pay for the **supply** to the **site(s)**.

In relation to monitoring, the payment terms set out in your **contract** are based on our assessment of your credit worthiness at the date of our acceptance of the **contract**. We may therefore continuously monitor your creditworthiness during the **contract** to ensure those payment terms are still appropriate. We may also check your credit status when adding **site(s)**, or changing your payment method.

If there is a change of **control** of your business this may affect your credit worthiness. You need to notify us within ten (10) **business days** where there is a change of **control**.

3.2 What happens when we do a credit check?

First, we'll check our own records, and then we may ask one or more external credit reference agencies and/or fraud prevention agencies to check their information about you or your partners, officers, directors or joint applicants.

The data that credit reference agencies hold includes information which is publicly available, information held by Companies House and information from the electoral register.

When we ask credit-reference agencies to carry out a search for us, they will record this on your credit file whether your application for a **contract** with us is successful or not.

3.3 A credit check with a credit reference agency – your authorisation to us

You acknowledge and agree that details of your name, address and payment records may be submitted to one or more external credit referencing agencies, and your data will be processed both by us and on our behalf in connection with the **supply** to help us make decisions about your ability to pay for the **supply** to your **site(s)**.

Please note that if you are a joint applicant or you tell us that you have a spouse, civil partner or other financial associate, your credit records may be linked together ("**joint applicants**"). You must obtain authorisation from the **joint applicant** for you to disclose information about them to us before we carry out any credit checks.

3.4 How this information is used and shared

We and other organisations may access and use the information credit reference and fraud prevention agencies give to us to, for example:

- assess your ability to pay for the **supply** to your **site(s)**;
- recover debt;
- prevent and detect fraud and money laundering; and
- check your identity.

Section 3

Credit checking and monitoring (continued)

3.5 Your credit status may affect your contract

If as a result of checking and monitoring your credit status during the term of the **contract** we or our credit insurers have reasonable concerns about your ability to pay for the **supply**, we may do any one or more of the following:

- cancel your contract (as long as we haven't started to **supply** your **site(s)**);
- increase the **charges**;
- change the terms of your **contract**;
- require you to provide a form of credit security;
- require you to pay using a specific method.

If we ask you to provide credit security and/or pay using a specific method and you fail to do so within five (5) **business days** of our request we may end this **contract** immediately. You will then be charged at our **out of contract rate**. We may also invoice you for the costs we incur as a result of ending this **contract** early.

This section 3.5 will not apply where you or your business enters into administration or a **voluntary arrangement** with people you or your business owe money to (your creditors).

Section 4

Adding sites, moving out, stopping your supply and ending your contract

4.1 Adding site(s)

If you want to add **site(s)** to your **contract** you need to inform us first. We may offer you either a new quote for the **site(s)** or add the **site(s)** to your current **contract** at our discretion. If you do ask us to quote, then sections 2 and 3 will apply to your new **site(s)**.

4.2 Moving in or out of site(s)

If you're moving out of or selling a **site(s)**, you need to:

- complete an **end notice** and provide it to us no later than thirty (30) days' before you intend to vacate;
- tell us where to send invoice(s). If you're a sole trader and have given us your home address, we may use that address to contact you about your invoice(s).

Even if you have provided us with an **end notice**, you'll have to continue to pay for the **supply** at the **site(s)** until:

- a new owner or occupier assumes responsibility for the **site(s)**; or
- we or the **transporter** permanently **disconnects** your **site(s)**.

If you let or sublet a **site**, you will be responsible for **supply** to that **site** unless your tenant or subtenant has entered into a contract for **supply** with us. This is also the case where there are multiple tenants or sub-tenants at one **site**.

4.3 How you can end your contract

Unless you are a **micro business customer**, if you have a **fixed contract** you can end your **contract** on the **end date** by giving us at least three (3) months' written notice (a "**termination notice**"). You cannot end your **contract** before the **end date**.

If you are a **micro business customer**, you may end your **contract** on the **end date** by giving us at least thirty (30) days' written notice. You cannot end your **contract** before the **end date**.

Termination notices must be in writing. They can be sent by post marked for the attention of the Customer Services Team Leader to our current business address as notified to you, or to the email address Terminations@gazprom-energy.com.

If you have a **deemed contract**, you can switch supplier at any time.

4.4 What happens if I don't send a termination notice?

Unless you are a **microbusiness** customer, if you don't send us a **termination notice** to end your **contract** as set out in section 4.3, then the **contract** will automatically renew for a period of twelve (12) months. The renewal will be on the basis of your current **charges** unless we have provided you with a **renewal price**, in which case the **renewal price** will apply to the renewal period of your **contract**.

Section 4

Adding sites, moving out, stopping your supply and ending your contract (continued)

If you are a **micro business customer**, your **contract** will not automatically renew. It will continue beyond the **end date** until you enter into a new contract or change supplier, but you will be charged at our **out of contract rate**. If your account with us is up to date you can change supplier at any time. Please note that it can take up to 30 days to change supplier.

4.5 When this contract will automatically end

This **contract** will end automatically:

- if you stop trading;
- if your business is wound up;
- you go into liquidation; or
- if you are a sole trader and you have a bankruptcy order made against you.

4.6 When we can choose to end your contract

If:

- your business goes into administration; or
- your business enters into a company **voluntary arrangement**; or
- you, or any member of your firm or partnership, enter into an individual **voluntary arrangement**,

then we can end this **contract** in the following circumstances:

- if the **insolvency office-holder** consents to the termination; or
- if the court grants permission for the termination, or
- if any **charges** in respect of the **supply** that are incurred after you entered administration or the **voluntary arrangement** took effect are not paid within 28 days, beginning with the day on which payment is due.

In addition, we can end this **contract** wholly or in respect of one or more **sites**:

- if keeping to any clause in this **contract** means we would be breaking the law;
- where we ask you to put in place appropriate credit support and you fail to do so within the timescales we specify (see section 3.5);
- if you materially breach the **contract** and the breach is not capable of remedy;
- if you materially breach the **contract**, the breach is capable of remedy, we notify you of the breach and you do not remedy it to our reasonable satisfaction within ten (10) **business days** of the notice;
- where you transfer a **site** to a third party without our consent or you cease to be the owner of a **site**;
or
- if **Ofgem** nominates another supplier to provide energy to the **site(s)**.

Section 4

Adding sites, moving out, stopping your supply and ending your contract (continued)

4.7 Your contract ends due to an event outside of our or your control

If an **event outside of our or your control** continues for more than three (3) months, either of us may give written notice to terminate or cancel the **contract**. Please see section 13.3 for more information on **events outside of our or your control**.

4.8 What happens when my contract ends?

You need to make arrangements to transfer to another supplier on the **end date**. If we still **supply** you after the **end date**, these **terms and conditions** continue to apply and you will be charged at our **out of contract rate** until you transfer to another supplier, or your **supply** has been permanently **disconnected**.

Ending your **contract** won't affect any outstanding rights or obligations you or we have under it. Any outstanding unpaid invoices and interest have to be paid to us immediately. If we do not receive immediate payment of outstanding invoices and interest, we will have the right to deduct the amounts owed by you from any refund you may be owed by us as a result of the ending of the **contract**. We will also issue an invoice based on the closing **meter** reading, which will be payable on receipt. If the closing meter read is not available, we may use the new supplier's **meter** read.

We also have the right to invoice you for any costs or losses we incur as a result of the **contract** ending early, except where the **contract** has ended as a result of our failure to comply with the terms of this **contract** or where the **contract** has ended in accordance with section 4.7. We may deduct these losses and costs from any refund that we may owe to you.

Our rights under this section 4.8 shall remain in force even after this **contract** has ended.

4.9 When we can delay or prevent you from switching supplier

If on ending your **contract** you are choosing to move your **supply** to another supplier, we may delay or prevent you from switching supplier if:

- the transfer date is before the **end date** of any **fixed contract** you've agreed with us;
- the transfer date is less than 30 days from the date you told us you wanted to end your **contract** with us;
- you have an outstanding balance on your account;
- the new supplier has told us that there's been a change of tenancy at the **site(s)** but we have reasonable grounds to believe this is not the case; and
- you ask us to stop the transfer.

Our rights under this section 4.9 shall remain in force even after this **contract** has ended.

Section 5

What you have to pay

5.1 What are your charges?

If you have a **fixed contract** you will pay the **charges** detailed in the **contract option**. We can change your **charges** in any of the situations set out in section 5.2 below. You may also have to pay additional charges if any of the circumstances set out in section 5.3 occur.

5.2 When we can change your charges

We can change your **charges** if the information we based it on changes.

For example:

- you move, add or remove **site(s)**;
- you change your payment method;
- you make changes to your **supply**;
- we find that the information you gave us is incorrect, false or incomplete.

We may also change the **charges** as a result of changes to, or the introduction of, taxes, levies, legislation, regulations or orders (including but not limited to a change in the rate of **VAT** or **CCL**), or any regulatory changes, that result in increased costs to us.

5.3 Additional charges

We can apply additional **charges** if:

- you fail to keep an appointment with us or our **agent** and we incur costs as a result;
- you pay by credit card (in which case we may add an amount that is equal to 3% of the **price** to cover our additional banking costs);
- your bank fails to honour your Direct Debit when we attempt to collect a payment;
- we attempt to cash a cheque and there are insufficient funds in your account; or
- you fail to comply with any of your obligations under the **contract** and we incur costs as a result.

It is your responsibility to pay taxes (including **VAT**), levies, duties, imposts and other fiscal charges which arise in connection with the supply of gas and/or electricity under this **contract**. You must reimburse us if for any reason we incur any interest, penalties, liabilities and expenses (including reasonable legal expenses) as a result of your delay in paying them.

We charge **VAT** at the standard rate for energy unless your business is entitled to receive the **supply** at the reduced rate of **VAT**. You must provide us with a valid **VAT** declaration form to evidence your entitlement to the reduced rate of **VAT**. **VAT** declaration forms signed by a third party intermediary even when accompanied by a valid letter of authority will not be accepted. If you provide incorrect information to us and are charged an incorrect amount of **VAT**, we will not be legally responsible and you will have to pay any amount of **VAT** owed.

Section 5

What you have to pay (continued)

5.4 Climate change levy (CCL)

You will be charged **CCL** unless:

- you send to us completed **supplier certificates**, to be received no later than five (5) **business days** prior to their application;
- your **supply** is less than the **de minimis limit** per day pro-rated for the period of the invoice; or
- you take **supply** from **renewable energy** sources (see section 9.2 below), in which case you will not be charged **CCL** on the proportion of energy sourced from **renewable energy** sources, but will be charged an amount equivalent to or less than **CCL** to reflect the costs we incur in exempting your **supply** from **CCL**.

Relief from **CCL** cannot be backdated and we will not be liable in any way as a result of late receipt of your **supplier certificates**.

5.5 Authorised supply capacity (ASC) charge(s) (electricity only)

If your ASC increases or is different to the ASC we included in your **price**, we may pass through to you any increase in the difference between the ASC set when you entered into the **contract** and your actual ASC at the published **network operator** rates.

5.6 Excess capacity charge(s) (electricity only)

Where you exceed your ASC we may pass through to you any excess capacity charge(s) charged to us by the **network operator** at the published **network operator** rates.

5.7 Maximum consumption

You must not exceed the **maximum consumption** without our written permission. We are not obliged to **supply** you volumes in excess of the **maximum consumption**. If you consider you may exceed the **maximum consumption** you must give us at least six (6) week's prior written notice of your consumption requirements. If we are able to meet your request we will notify you of the **price** for the **supply**. We will also have the right to charge you for any additional costs we incur in making the **supply**.

Section 6

Invoices

6.1 What we send you

We'll send you an invoice for the **price** and you will pay the **price** in cleared funds within ten (10) days of the date of the invoice by direct debit or as otherwise agreed in the **contract option**.

We can change how often and the method by which we send you invoices by writing to you in advance to inform you.

6.2 Estimated invoices and inaccurate information

If a **meter** reading or consumption data is:

- unavailable; or
- in our reasonable opinion, inaccurate; or
- we do not receive the information we need from third parties;

we may need to base your invoice on our reasonable estimate of consumption. You have to pay this invoice.

If at any time we discover that any invoice has been based on inaccurate or incomplete information, or accurate readings or data becomes available, and you owe us money, we will include any additional amount that you owe us in subsequent invoices. If you have overpaid we will credit any over payment received from you against subsequent invoices. We may also elect to send you a revised invoice following our receipt of the accurate information.

6.3 If you disagree with our invoice

Please contact us in accordance with section 13.12. You must inform us of the amount you dispute and your reasons for disputing this. You must pay any undisputed portion of the invoice as set out in section 7.1.

If you have chosen to benefit from consolidated billing (i.e. you receive invoices containing **charges** for more than one **site**), and any amount is subject to a bona fide dispute then you must pay the entirety of the invoice. We will negotiate in good faith with you in relation to the disputed amount. Should the outcome of these discussions mean that an amount is owed to you, we will include it as a credit in your next invoice.

Section 7

Paying Us

7.1 Paying us on time

You need to ensure that you pay invoices we send to you in full and that your payment reaches our account within 10 days of the date on your invoice or as otherwise agreed in the **contract option**. If you pay by monthly Direct Debit or bank transfer and your bank doesn't meet a payment because you don't have enough funds available, we may change your payment method immediately. You must make alternative arrangements to pay any outstanding balance on your account or section 7.3 will apply.

We may charge you a fee for paying by certain methods or if your payment method fails (see section 5.3).

7.2 Allocation of payments we receive from you

Payments we receive from you will be used to pay off the oldest part of any outstanding balance you have in relation to the **supply** at the **site(s)** first. We may also credit any money we owe to you from any amounts you owe to us.

If we agree a payment arrangement, we may allocate payments to ongoing repayments of the outstanding balance on the account. We will continue to invoice the **charges** for the ongoing **supply**.

If you're in credit for a **site(s)**, we may use this credit to set off a debit balance on another **site(s)** we **supply** you at.

7.3 If you don't pay us

If you don't pay us on time, we can:

- change how often we send you an invoice;
- charge you interest on the outstanding balance on your account. Interest is calculated on the overdue amount from the due date for payment until full payment is made at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly;
- cancel your **contract** and disconnect your **supply**; or
- issue legal proceedings against you to recover any monies owed.

If one of the above situations applies:

- we may charge you our costs, including our credit management costs, and
- you may still incur standing charges even if your **site(s)** are **disconnected** or you're not using any energy.

Section 8

Meters and Access

8.1 Meters, equipment and your responsibilities

Your **supply** will have **equipment**, including a **meter** associated with it.

It is your responsibility to ensure that the **equipment** installed at your **site(s)** is suitable for **supply**, provided where relevant, with appropriate services and utilities, protected against physical damage, complies with all applicable laws and regulations, kept in good order, properly maintained and adequately insured. If this is not the case, or if we have to do anything to ensure the safety of **supply** to the **site(s)** or the **equipment**, we will arrange for the installation, maintenance or replacement of the **equipment** as necessary. You will be invoiced for our costs in carrying out these works.

If your **equipment** needs to be changed e.g. due to the requirements of your business, or needs replacing, or you upgrade your **equipment** this will be at your own cost. You must notify us of these changes for the purposes of our records as soon as reasonably possible.

8.2 What if I suspect damage or interference with the equipment?

You must tell us as soon as possible if you suspect there has been any damage to or interference with the **equipment**. You must pay us for all costs we incur as a result of such damage or interference upon being requested to do so by us.

8.3 What if my meter is a half hourly meter?

If your **meter** is a half hourly **meter** you must enter into a contract with a **meter operator** before the **start date** of your **contract**.

8.4 What if I am a meter owner?

If you fall within the definition of a 'meter owner' under the **act**, you must have a contract with a **meter asset maintainer** or **meter asset provider** that we approve of.

8.5 Meter readings

We will appoint an **agent** to read the **meter** in accordance with normal industry meter reading cycles.

If you wish to provide us with **meter** reads yourself (either taken by you or a third party supplier) you must ensure that they are:

- taken in accordance with applicable industry meter reading cycles;
- within the timescale notified by us; and
- in a format that can be electronically sent and loaded onto our systems.

If the **meter** reads you provide do not comply with the requirements above we may invoice you for the costs we have incurred in appointing an **agent** to read the **meter**.

We also have the right to use a different **meter** reading from the one you give us if we read the **meter** ourselves and get a reading that is different from yours.

Section 8

Meters and Access (continued)

8.6 Consumption data

This section 8.6 provides notice to you that we intend to obtain data that shows us the quantity of gas, electricity or both supplied to the **site(s)** in any one or more periods of less than one month (the “**granular data**”) and that we may use this **granular data** to help us to provide energy services under this **contract**.

You may at any time object to us obtaining the **granular data** by providing written notice to us (which may be given by email). If you object we will only:

- collect or store the **granular data** to the extent required to meet our obligations under the **contract**; and
- to the extent required to comply with our licence conditions.

8.7 Smart metering

If we or our **agent** contact you to arrange to install **smart metering equipment** at your **site(s)**, you'll allow us or our **agent** reasonable access to complete the installation without delay.

Should you wish us to provide you with data from the **smart metering equipment** we may agree to do so. We may charge you for providing such data.

8.8 Meter access

You will allow us and our **agents** safe and reasonable access to the **meter** point(s). Where we or our **agents** are unreasonably denied access and as a result are unable to comply with our obligations, we may ask you to pay any costs we've incurred.

8.9 Faulty meters

If either of us suspects that the **meter** is faulty we will inform the other as soon as reasonably possible. We will arrange for it to be tested if we believe such suspicion to be reasonable. If the **meter** is faulty and is owned by the **transporter**, our **agent** or us we will be responsible for the costs of carrying out the test. If the **meter** is not owned by either us, our **agent** or the **transporter** you will be responsible for the costs. If the **meter** is found to be faulty and any sums are found to be owing to you, we will credit your account or refund you if we choose. If any sums are found to be owing to us, you will pay us any sums owing to us. In the event it is found that there is no fault with the **meter**, the party that notified the other of the suspected fault will cover the costs of carrying out the test.

Until it has been established that a **meter** is faulty you must continue to make payment for the **supply** under this **contract**. Suspected **meter** fault does not entitle you to withhold payment for **supply**.

Section 8

Meters and Access (continued)

8.10 Disconnection, isolation/de-energisation of your supply

If you wish us to **de-energise** or **isolate** your **meter(s)** you can ask us to do this. You will have to pay our costs of doing so. You must give us at least two (2) months written notice. You are responsible for paying the **price** until the end of the two (2) month notice period, or until the **site(s)** is **de-energised/isolated**, whichever is the later.

We may also **de-energise**, **isolate** or **disconnect** your **meter(s)** in the following circumstances:

- if we end the **contract** because you are in breach of the **terms and conditions**;
- where no energy is used for a consecutive period of six (6) months;
- for safety reasons including for maintenance and repair;
- to avoid inference with **supply** to another person;
- if you are in administration or have entered into a **voluntary arrangement** and the **insolvency office-holder** does not give a personal guarantee that they will pay our **charges** if we continue to **supply** you with within 14 days of receiving our request for a guarantee;
- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation; or
- we reasonably believe you've acted fraudulently.

We'll usually charge you our costs for doing this.

You'll continue to be responsible for the **price** until your **site(s)** are permanently **disconnected** from the distribution network.

We'll try to give you advance notice but in some circumstances, for example where there is danger to life or property, we may **de-energise/isolate** or **disconnect** your **supply** without notice.

Section 9

Your supply

9.1 Conditions of supply

We can only supply you if:

- we have a relevant licence to supply the **site(s)** in accordance with the relevant **act**;
- The relevant **transporter** approves **supply to** you;
- we are registered as the sole supplier for each **meter**;
- you provide us with the relevant **meter number** for each **meter**; and
- the **sites** are connected to a **transporter's** network.

9.2 Renewable energy

You agree that we can, from time to time, **supply** you with electricity under a **CCL** exempt product. This means that the electricity we **supply** you with is certified as being from a **renewable energy** source, and therefore you'll be exempt from paying **CCL**.

If you want us to source electricity from **renewable energy** sources, you must inform us of this prior to signing the **contract option** and ensure that it has been included in the **contract option**. We will use reasonable endeavours to meet such a request but if we are unable to **supply** you with such electricity, we will **supply** you with electricity from non-renewable energy sources.

Where we **supply** you with **renewable energy**, we confirm that the amount of electricity we **supply** from **renewable energy** sources in each **averaging period** will not exceed the amount of electricity we acquire from **renewable energy** sources in that same **averaging period**.

9.3 Ownership and risk

Ownership of the gas and/or electricity will pass to you at the **meter**. Once at the **meter** the gas and/or electricity is at your risk.

9.4 Demand side response (DSR) payment(s)

Where **site(s)** at which we **supply** you are subject to **firm load shedding** due to a **gas deficit emergency**, we will pay you a **DSR payment**. We will make the **DSR payment** as soon as reasonably practicable following receipt by us of payment from the relevant gas shipper.

9.5 SOQ changes

If one or more of your **site(s)** is a daily metered **site**, you must tell us as soon as possible if the **SOQ** changes at any time during the term of this **contract**.

Section 10

Emergencies and restricting supply

10.1 Emergency contact details

Where we **supply** you with gas, you must notify us at least 28 **business days** before the **start date** of the name, telephone and facsimile numbers of three representatives who can be contacted in an emergency for each of the **sites**. You must notify us immediately of any changes to these details.

10.2 What do I do in an emergency?

You must contact the **transporter(s)** immediately in the event that a loss of **supply** causes, or you reasonably believe may cause, an emergency or safety critical situation. Emergency contact details for **transporters** can be found on your invoice or on our website at www.gazprom-energy.co.uk/.

10.3 Restrictions on supply

If we are given a direction under section 2(1)(b) of the Energy Act 1976 (or other similar, amendment or supplementary statutory provision or regulation) prohibiting or restricting the supply of gas, electricity or both to specified persons then, for so long as the direction is in force and so far as is necessary or expedient for the purposes of, or in connection with, the direction:

- we will be entitled to discontinue or restrict the supply of gas, electricity of both to the **site(s)**; and
- you will not use, or you will restrict your use, of gas, electricity or both on being notified that you should do so.

Notification under this section 10 may be by email or telephone.

You should also be aware that the **network operator** can discontinue or restrict your **supply** in some circumstances.

Section 11

Confidential information and use of personal information

11.1 Confidential information - what are your and our obligations?

You and we agree to keep the terms of this **contract** and any information relating to it confidential, and any information about each other's business that we may become aware of as a result of entering into and during the term of the **contract** (the "**confidential information**"). You and we agree not to share **confidential information** with anyone else. You and we may disclose **confidential information**:

- if required by law, court order or any governmental or regulatory authority;
- to employees, professional advisers, **agents** and sub-contractors so long as they agree to keep **confidential information** confidential;
- which is already publically available (other than as a breach of this section); or
- with the other party's written consent.

We and you are not to use **confidential information** other than to perform your or our obligations under the **contract**.

Both you and we must continue to comply with this section 11.1 after this **contract** has ended.

11.2 Use of your personal information

In section 3 we explained how we will use your **personal information** and the **personal information** of **joint applicant's** for the purposes of credit checking and monitoring.

We or our **agents** may also use **personal information**:

- to carry out our obligations under this **contract**;
- to contact you (including by post, e-mail, phone, text or other forms of electronic communications) to provide information, products or services which we believe may interest you, or to carry out market research (except where you have asked that the relevant individuals are not contacted for such purposes);
- to carry out quality assurance checks;
- to help to prevent and detect fraud; and
- if we are under a duty to disclose the **personal information** for legal or regulatory reasons.

We may monitor and record any communication we have with you, including phone conversations and e-mails for quality assurance purpose.

The data controller of the **personal information** will be Gazprom Marketing & Trading Retail Limited.

Section 12

Our responsibility for loss or damage (liability)

12.1 When we are legally responsible

We are legally responsible if:

- we or our **agents** kill or injure somebody (or cause somebody to be injured or killed) because we or they have been negligent; or
- we have acted fraudulently.

12.2 Our legal responsibility in other circumstances

In all other cases, our legal responsibility will be as follows:

- We will not be legally responsible if you suffer any loss of actual or expected profit, income, business contracts, production, goodwill, any indirect loss or damage, or any special loss or damage (the “**excluded losses**”). This is the case even if we were aware at the time of entering into this **contract** that loss of a type falling within the **excluded losses** was a likely consequence of us breaching our obligations under the **contract**.
- We will not pay you more than six (6) times the average monthly **charges** that you have paid for your **supply** for each and every claim you have against us while we are or were your supplier.
- We will not be legally responsible for any loss which is caused by you not keeping your responsibilities under the **contract**.

Each section above applies separately. If one of the sections above, or any other sections of these **terms and conditions**, becomes invalid or unenforceable for any reason, the other sections will still apply.

This section 12 shall remain in force, and we will be able to rely on it, even after this **contract** has ended.

Section 13

General terms

13.1 Enforcement of the contract

If at any time we choose not to enforce any part of this **contract**, this will not stop us from doing so in the future.

13.2 Interpretation

Where we use the word “including” in this **contract**, it will be read as “including without limitation”. Section, schedule and paragraph headings shall not affect the interpretation of this **contract**.

13.3 Events outside of our or your control

Neither you or we will be responsible for failing to keep to any term of this **contract** (other than a failure to make any payment), if this is caused by any event or set of circumstances which is outside of our or your reasonable control (as relevant) (an “**event outside of our or your control**”). An **event outside of our or your control** will include (but not be limited to), any event or set of circumstances that qualifies as “Force Majeure” under the **Uniform Network Code**.

If either of us is subject to an **event outside of our or your control** (the “**affected party**”), the **affected party** will not be in breach of this **contract** if:

- the **affected party** promptly notifies the other by telephone and email of the nature and extent of the **event outside of our or your control** causing the failure or delay in performance; and
- the affected party has taken all reasonable steps to minimise the effect of the **event outside of our or your control** and to carry out its obligations under this **contract** in any way that is reasonably practicable. The **affected party** shall resume the performance of its obligations as soon as reasonably possible.

If the **event outside of our or your control** continues for more than three (3) months, either of us may give written notice to the other to end this **contract**. The notice to end the **contract** must specify the **end date**, which must not be less than fifteen (15) calendar days after the date on which the notice is given. Once a notice to end the **contract** has been validly given, the **contract** will terminate on the **end date** set out in the notice.

If an **event outside of our or your control** occurs, we will each bear half of any loss incurred by Gazprom Marketing & Trading Retail Limited from selling the gas, electricity or both (as relevant) that has not been supplied to you but which was secured, in anticipation of your **supply**, on the open market. We will invoice you for such amount and you will pay such amount to us in accordance with section 7.1. If we make a gain as a result of selling the gas, electricity or both, we will share half of the gain with you by applying a credit to your account.

Section 13

General terms (continued)

13.4 Changes to your contract

Except from where we expressly state in these **terms and conditions** that we are able to make changes to the **contract** (to include both changes to the **terms and conditions** themselves or changes to the **charges**), this **contract** may only be changed by an agreement in writing signed by both of us, or expressly approved by both of us by email.

13.5 Entire agreement

These **terms and conditions** and the **contract option** constitute the whole agreement between us (unless you are a **micro business** customer in which case the principal terms will also apply) and supersede any previous arrangement, understanding or contract between us in relation to the **supply**. If there is any inconsistency between any of these documents, they should be interpreted in the following order of priority (the first taking precedence): the **contract option**; the **terms and conditions**.

13.6 Non-reliance

We each acknowledge that, in entering into this **contract**, neither of us has relied on any statement, representation, assurance or warranty other than as expressly included in this **contract**.

13.7 Transferring of rights and responsibilities

You may not transfer any of your rights or responsibilities under this **contract** to another person without getting our written permission first. We may at any time: (i) assign or transfer our rights and obligations under this **contract** to any **group company**; and/or (ii) subcontract all or any of our rights or obligations under this **contract**.

13.8 Third party rights

A person who is not a party to this **contract** will not have any rights under or in connection with it.

13.9 National terms of connection (electricity supply only)

We are acting on behalf of your **network operator** to make an agreement with you. The agreement is that you and your **network operator** both accept the National Terms of Connection ("**NTC**") and agree to keep to its conditions. This will happen from the time that you enter into this **contract** and it affects your legal rights. The **NTC** is a legal agreement. It sets out rights and duties in relation to the connection at which your **network operator** delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your **network operator**, or want a copy of the **NTC** or have any questions about it, please write to: Energy Networks Association, 6th floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

Section 13

General terms (continued)

13.10 Communications and notices

A notice or other communication we or you may give must be addressed to:

- for you – your broker (where a broker was used to negotiate the **contract**) or to your registered or business address;
- for us – to the following address or email (unless we notify you of a replacement address or email):

Customer Services

Gazprom Energy

Bauhaus, 27 Quay Street, Manchester, M3 3GY.

Email: enquiries@gazprom-energy.com

Notices must be in writing and delivered by first class post or by email. Letters sent by first class post will be assumed to have arrived on the second day after they were posted. Notices by email will be assumed to have been received on the day they were sent.

The provisions of this section 13.10 will not apply to the service of any legal proceedings.

13.11 Time

All references to time in this **contract** are to the time in the United Kingdom.

13.12 Dispute resolution

If any dispute arises in connection with this **contract**, you and we will first attempt to resolve the dispute in accordance with our customer complaints procedure which is available on our website. If we are unable to resolve the dispute either party may bring a claim against the other in the courts.

13.13 Governing law and jurisdiction

This contract is governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

These sections 13.1 to 13.13 shall remain in force even after this **contract** has ended.

Section 14

Glossary

In this **contract**, when the following words are shown in bold, they have the meanings described below:

“**act(s)**” means the Gas Act 1986 for the supply of gas and the Electricity Act 1989 for the supply of electricity;

“**advanced meter**” means a gas or electricity meter that either on its own or with an ancillary device, in compliance with any relevant industry requirement, provides measured gas or electricity consumption data for multiple time periods, and is able to provide such data remotely;

“**agent**” means a **data collector, meter reader, meter asset maintainer, data aggregator, meter asset provider**, and/or a **meter operator** (as relevant), together with any other third party appointed to act for or on behalf of one of us;

“**AQ**” means the annual quantity of gas in therms as determined by the relevant **transporter**;

“**authority**” means the Gas and Electricity Markets Authority (GEMA) or **Ofgem** as appropriate;

“**averaging period**” has the meaning given to it in paragraph 20 of Schedule 6 of the Finance Act 2000;

“**business day(s)**” means any day on which the clearing banks in the City of London are open;

“**charges**” means the amount payable by you to us as shown in or calculated in accordance with the **contract option** and these **terms and conditions**;

“**CCL**” means climate change levy, the tax that commercial and industrial customers must pay for using gas or electricity (or both) as set out in Schedule 6 of the Finance Act 2000;

“**control**” means the power to direct or cause the direction of your business, whether as a result of share ownership, voting powers or powers conferred by any document regulating your business;

“**confidential information**” has the meaning given to it in section 11.1;

“**contract**” means the contract between you and us which includes these **terms and conditions** and the **contract option**;

Section 14

Glossary (continued)

“**contract option**” means the document containing your business details and details of the product, which you sign to indicate your acceptance of the **contract**;

“**data aggregator**” means a third party who receives information from the **data collector** and the **meter operator** and aggregates it for the purpose of enabling suppliers to agree the volume of electricity supplied;

“**data collector**” or “**meter reader**” means a third party who collects data from the **meter**;

“**deemed contract**” means the supply contract between us that is subject to **deemed prices**;

“**deemed prices**” prices we charge you for use of gas or electricity (or both) under a **deemed contract**;

“**de-energise**” means to stop the flow of electricity from a **meter**;

“**default system marginal price**” has the meaning set out in the **Uniform Network Code**;

“**de minimis limit**” means the maximum amount, per kWh, of electricity or gas supplied per day that does not benefit from any exemption from **CCL** pursuant to Schedule 6 Article 9.1 of the Finance Act 2000;

“**delivered volume**” means the volume of gas, electricity or both that we deliver to you at your **site(s)**;

“**disconnect**” means removing the **supply** to a **meter** (which may include the removal of a **meter**);

“**DSR payment**” has the meaning given to it in the **Uniform Network Code**;

“**EAC**” means the estimated annual consumption of electricity in kWh as determined by you;

Section 14

Glossary (continued)

“**end date**” means the date on which **supply** will stop: (i) as shown in the **contract option**, being the latest ‘end date’ listed for the **site(s)**; or (ii) where this **contract** is terminated in accordance with its terms;

“**end notice**” has the meaning set out in section 4.2. The **end notice** must contain the following details:

- your customer number;
- name and address;
- the date on which you will leave the **site(s)**;
- the name and address of the person or business taking responsibility for the **site(s)**; and
- any contact details for them you may have.

“**equipment**” means any part of the **meter** installation, including a **meter**, **smart metering equipment**, data loggers, mains, pipes, telecommunications or other equipment provided for the purpose of supplying and ascertaining the quantity of **supply**;

“**exempt distribution system**” has the definition set out in the **act**;

“**fixed contract**” a contract where the **price** we charge for supply of energy is fixed for a period of time. The **price** in a fixed contract can still change in certain situations - see sections 5.2 and 5.3;

“**firm load shedding**” has the meaning given to it in the **Uniform Network Code**;

“**gas deficit emergency**” has the meaning given to it in the **Uniform Network Code**;

“**good quality CHP**” has the meaning given to it in Guidance Note 10 issued by the Department of Energy and Climate Change;

“**green deal charges**” has the meaning given to it in the Energy Act 2011;

“**green deal site(s)**” means a **site(s)** in respect of which **green deal charges** are owed to a **green deal provider**;

“**green deal provider**” has the meaning given to it in the Energy Act 2011;

Section 14

Glossary (continued)

“**group company**” means a subsidiary of ours, any holding company of ours, and any subsidiary of any holding company of ours (and “subsidiary” and “holding company” will have the meanings given to them in the Companies Act 2006);

“**insolvency office holder**” means the administrator or the supervisor of the **voluntary arrangement**, as applicable;

“**isolate(d)**” or “**isolation**” means where no gas can flow directly or indirectly from the **transporter’s** network;

“**maximum consumption**” means: (i) the maximum amount of gas, electricity or both that we will be required to supply to the **site(s)** in any period as specified in the **contract option**; or (ii) where your contract is concluded verbally, 120% of the **EAC** or the **AQ**, as applicable for the relevant **site**;

“**meter**” means the equipment measuring the amount of gas or electricity you use at a **site(s)**;

“**meter asset maintainer**” or “**MAM**” means a third party who manages the performance and safety of a **meter** during its lifecycle;

“**meter asset provider**” means the third party who provides a **meter** to you;

“**meter number**” means the unique meter reference number assigned by the **transporter** to each **meter**, being an MPRN for a gas **meter** and a supply number for an electricity **meter**;

“**meter operator**” means a **meter asset maintainer** and/or **meter asset provider**;

“**micro business customer**” means a customer: (i) where the **contract** is for the supply of gas, consuming less than 293,071 kWh’s of gas a year or where the **contract** is for the supply of electricity, consuming less than 100,000 kWh’s of electricity a year; or (ii) having fewer than ten (10) employees and having an annual turnover or annual balance sheet total of less than two million Euros (€2,000,000). Any customer falling within these parameters will automatically be a **micro business customer**;

Section 14

Glossary (continued)

“**network operator**” has the meaning given in National Grid’s Grid Code, the Code that governs the operation of the electricity transmission system;

“**new connections**” means the provision of infrastructure to connect your **site(s)** to a **transporter’s** network;

“**Ofgem**” means the Office of Gas and Electricity Markets, which regulates electricity and gas markets in Great Britain;

“**out of contract rate**” means the rate which we charge customers for **supply** when they have not transferred supplier even though their **contract** with us has ended;

“**personal information**” means any personal information we hold about you (if you are an individual) or any individuals engaged by you (including directors, employees or other staff) such as names, addresses and e-mail addresses;

“**price**” means the **charges** and any other amounts which we have the right to include in an invoice (without deduction or set off) together with any **VAT** and/or **CCL** payable;

“**renewable energy**” means energy generated from renewable electricity sources that is exempt from **CCL** in accordance with paragraph 19 of Schedule 6 of the Finance Act 2000;

“**renewal price**” means the price that we quote to you for **supply** for a subsequent **supply period**;

“**site(s)**” means the site(s) and/or property we **supply**;

“**smart metering equipment**” means any of the following (as applicable):

- a data logging device for connection to a **meter**; or
- a communications capable smart metering system, which complies with any relevant industry requirements; or
- an **advanced meter**.

“**SOQ**” means the “Supply Offtake Quantity” of the meter, which represents the maximum daily consumption for the **meter**;

Section 14

Glossary (continued)

“**start date**” means: (i) the earliest ‘start date’ shown in the **contract option** as ‘start date’ or the earliest date on which we become registered as the supplier for your **site(s)**, whichever is the later; or (ii) for a **deemed contract**, the date on which we become registered as the supplier;

“**supplier certificate**” means any certificate, document or evidence as required by HM Customs & Excise, which details and substantiates the amount of your **supply** which is eligible for relief from CCL pursuant to Schedule 6 Article 125 of the Finance Act 2000 and HMRC Notice CCL1/3 Reliefs and special treatments for taxable supplies. This includes, but is not limited to, the CCL PP11 exemption certificate;

“**supply**” means the supply to you of gas, electricity or both as identified in the **contract option**;

“**supply period**” means the period from the **start date** to the **end date**;

“**terms and conditions**” means these terms and conditions governing **supply** to you;

“**termination notice**” means a notice given by you to terminate the **contract** in accordance with section 4.3 above;

“**transporter**” means the owner of the relevant transportation system, distribution system or transmission system;

“**Uniform Network Code**” means the code of that name prepared by the Joint Office of Gas Transporters, as amended from time to time;

“**VAT**” means value added tax as described in the Value Added Tax Act 1994; and

“**voluntary arrangement**” means either a company voluntary arrangement or an individual voluntary arrangement, as applicable.

Appendix 1

Principal terms and conditions for micro business customers

How long is my contract for?

Your contract is for a fixed term. This starts on the **start date**, and ends on the **end date**.

Full terms and conditions covering the duration of your **contract** can be found in Sections 1-4 of the **terms and conditions**.

How much will I have to pay for the supply?

We will try not to change your **charges** during your period of **supply**. However, we may change the **charges** as a result of changes to, or the introduction of, taxes, levies, legislation, regulations or orders (including but not limited to a change in the rate of **VAT** or **CCL**), or any regulatory changes, that result in increased costs to us, we have the right to pass these on to you unless we have indicated otherwise in the **contract option**.

For information on your current **charges** please refer to your latest invoice or alternatively contact our customer service team on 0845 230 0652.

Full terms and conditions covering **charges** can be found in Section 5 of the **terms and conditions**.

How do I change supplier?

You cannot change supplier before your **end date**. If you terminate your **contract** with us, you must appoint a new supplier to take over from the **end date**. In order to change suppliers, you must have paid all outstanding invoices. If you have not done this, we have the right to prevent your transfer.

Full terms and conditions covering change of supplier can be found in Section 4.8-4.9 of the **terms and conditions**.

How do I end my contract with you?

You may provide us with notice at any time to terminate your **contract** on the **end date** as long as such notice is provided to us no later than 30 days before the **end date**.

What will happen at the end of my contract with you?

We will contact you in writing at least 60 days prior to your **end date** with details of options available to you regarding your **supply** ("**your options**"). If you do not enter into a new contract with us or move to a new supplier, your **contract** will continue, but you will be charged at our **out of contract rate**. If you are being charged our **out of contract rate**, if your account with us is up to date you can change supplier at any time. Please note that it can take up to 30 days to change supplier.

Full terms and conditions covering **your options** can be found in Sections 2.3 and Sections 4.3-4.4 of the **terms and conditions**. Full terms and conditions covering failure to change supplier can be found in Section 4.8.