

STANDARD TERMS AND CONDITIONS

For the supply of natural gas to non-domestic sites

Effective from 1st June 2017 – Version 1.0

Your contract

Your **contract**, consisting of the **contract schedule** and these **terms and conditions**, is between us, AvantiGas ON Limited (“**AvantiGas**” or “**we**” or “**us**”) and you, our customer.

These **terms and conditions** apply to all **sites** to which we **supply** you, unless replaced by an updated set of **terms and conditions** as stated in **Section 13, General terms, 13.4**.

Interpreting this document

If there is a difference between what is stated in your **contract schedule** and what is stated in these **terms and conditions**, then what is stated in your **contract schedule** 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** are the terms under which we supply you. Please read them carefully and keep them safe 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 for non-domestic purposes and that you own or have the right to enter into this **contract** in respect of each site you are asking us to **supply**.

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.

CONTENTS

- SECTION 1** Switching your **supply** to us
- SECTION 2** Credit checking and monitoring
- SECTION 3** Adding **sites**, moving out, stopping your **supply** and ending your **contract**
- SECTION 4** Invoices
- SECTION 5** What you must pay
- SECTION 6** Paying us
- SECTION 7** **Meters** and access
- SECTION 8** Your **supply**
- SECTION 9** Emergencies and restricting **supply**
- SECTION 10** Becoming responsible for a **site** we currently **supply**, or receiving **supply** from us where a **contract** hasn't been agreed
- SECTION 11** **Confidential information** and use of **personal information**
- SECTION 12** Our responsibility for loss or damage (liability)
- SECTION 13** General terms
- SECTION 14** Glossary

SECTION 1

Switching your supply to us

1.1 When would this apply to me?

This section only applies in the event that:

- you are a new customer; or
- you are an existing customer, but you ask us to provide gas to **site(s)** that we do not already **supply** and we provide a quote for those **site(s)** (see section 3.1).

1.2 When your contract starts

Your **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 may start **supply** is specified in your **contract schedule**.

When we first agree a **contract** with you we will 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 schedule**, 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.

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

There is no difference to your **contract** if you are a micro business customer as our terms **and conditions** are for all business customers.

1.4 Ending your arrangements with your existing supplier(s)

It is your responsibility to cancel or terminate any relevant **contracts(s)** and pay any outstanding amounts you have incurred with any existing suppliers. If you do not do so, transfer of your **supply** to us may be delayed or prevented altogether.

1.5 Setting up your supply with us

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

We will take all reasonable steps to complete your transfer to us:

- on the date agreed with you; or
- if no date has been agreed, within twenty-one (21) days starting from the day after you have 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 do not 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. (An example of this could be that we don't receive all of the relevant information from the industry to allow us to set up your account correctly on our systems.)

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 1.5, 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 gas 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 2

Credit checking and monitoring

2.1 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.

2.2 What happens when we do a credit check?

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 (if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this).

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

2.3 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)**.

If you are a joint applicant, or you are a sole trader, partnership or other non-limited business entity and 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(s) for you to disclose information about them to us before we carry out any credit checks.

2.4 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

2.5 Your credit status may affect your contract

If as a result of checking and monitoring your credit status 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** (to reflect the risk to us);
- change the terms of your **contract** (for example, we may change your billing frequency from monthly to fortnightly);
- require a security deposit or increase in any security deposit that we already hold for you;
- require a guarantee in the format we request from your parent company or from one or more directors, shareholders or members, confirming that they will be responsible for any amounts due under the **contract**; or
- require you to provide any other form of credit security.

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 have the right to end this **contract** immediately. You will then be charged at our **tariff rate**. We may also invoice you for the costs we incur as a result of ending this **contract** early.

SECTION 3

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

3.1 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 Section one 1 and Section 2 will apply to your new **site(s)**.

3.2 Moving out of site(s)

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

- complete an **end notice** and provide it to us no later than thirty (30) days before you intend to vacate; and

- tell us where to send invoice(s). If you are a sole trader and have given us your home address, we may use that address to contact you about your invoice(s).

On the date you leave the **site**, we require that you take final **meter** readings for your **meter(s)** and tell us what they are.

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

- the expiry of the **end notice period** confirmed by us 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 direct **contract** for **supply** with us. This is also the case where there are multiple tenants or sub-tenants at one **site**.

3.3 How you can end your contract

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 energyterminations@avantigas.com.

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

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

Your **contract period** will not automatically renew. The **contract** will continue beyond the **end date** until you enter into a new **contract** with us or change supplier, but you will be placed on our **tariff rate** from the **end date**. If your account with us is up to date you can change supplier at any time following the **end date** upon providing at least thirty (30) days' notice. Please note that it can take up to thirty (30) days to change supplier.

3.5 When we can choose to end your contract

We can end this **contract** with you if:

- you stop trading; or
- you are a sole trader and you have a bankruptcy order made against you; or
- your business is wound up; or
- you go into liquidation; or
- 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 twenty-eight (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 2.2);

- for any reason and at any time on or after the **end date** on giving you at least thirty (30) days' notice that the **contract** will end;
- 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** (or a successor regulator) tells us to end the **contract** or nominates another supplier to provide gas to the **site(s)**.

3.6 Your contract ends owing 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**.

3.7 What happens when my contract ends?

If we still **supply** you under the **contract** after the **end date**, these **terms and conditions** continue to apply and you will be placed on our **tariff rate** until you agree a new **contract** with us, or you transfer to another supplier after thirty (30) days' notice, 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 must 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. If we believe the **meter** reading you give us at the end of the **contract** is not accurate, we may change your final bill to include any gas used until the first **meter** reading we take at the **site(s)** after the **contract** has ended. We or someone acting on our behalf may visit the **site(s)** to check how much gas you have actually used.

We also have the right to invoice you for the estimated consumption for the remainder of your contract period at a charge of 0.4p/kWh (which represents 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 4.6. We may deduct these losses and costs from any refund that we may owe to you.

Our rights under this section 3.7 shall remain in force even after this **contract** has ended.

3.8 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**;
- the transfer date is less than thirty (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; or
- you ask us to stop the transfer.

Our rights under this section 3.8 shall remain in force even after this **contract** has ended.

SECTION 4

What you must pay

4.1 What are your charges?

You will pay the **charges** detailed in the **contract schedule**. Our **charges** may also include a standing charge. We will tell you the amount of standing charge which applies to your **site(s)** and this will be set out in the **contract schedule** and will apply even if the **site(s)** is/are empty. We can change your **charges** in any of the situations set out in section 4.2 below. You may also have to pay additional **charges** if any of the circumstances set out in section 4.3 occur.

4.2 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.

4.3 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 interfere with your **meter** or steal gas;
- 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;
- we are required by law (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures as part of their energy bills); 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 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 must pay any amount of **VAT** owed.

4.4 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; or
- your **supply** is less than the **minimal limit** per day pro-rated for the period of the invoice.

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**. If you provide incorrect information to us and are charged an incorrect amount of **CCL**, we will not be legally responsible and you must pay any amount of **CCL** owed.

4.5 Minimum consumption

You shall take not less than the **minimum consumption** for each **site(s)** for each **annual period**. In the event your metered consumption is less than the **minimum consumption** we shall apply the **price** to the difference between your metered consumption and the **minimum consumption** and invoice you accordingly. You must pay this amount within fourteen (14) days.

4.6 Maximum consumption

You must not exceed any of the **maximum consumption levels** without our prior written permission. We are not obliged to **supply** you volumes in excess of the relevant **maximum consumption levels**, but if you do exceed any of the **maximum consumption levels** without our prior written permission, we will be entitled to charge you for any such **supply** as follows:

- if you exceed the **daily maximum consumption**, you shall reimburse us in full for any costs or fines levied against us in connection with your **supply**;
- at the **tariff rate** applicable from time to time, together with any additional costs imposed on us or that we incur in supplying gas in excess of the **monthly maximum consumption**; and
- at the **tariff rate** applicable from time to time, together with any additional costs imposed on us or that we incur in supplying gas in excess of the **annual maximum consumption**.

If you consider you may exceed any of the **maximum consumption levels** you must give us at least six (6) weeks' 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**.

4.7 Indemnity

You agree to indemnify us and our **group companies** for any costs we incur where, notwithstanding any other provision of this **contract**, we **supply** gas in accordance with the terms of this **contract** but where we deliver at volumes which are outside the parameters of the **minimum consumption** or **maximum consumption levels**.

SECTION 5

Invoices

5.1 What we send you

We will invoice you for the **price** on a calendar month basis (with the first and last invoices being pro-rated to take into account any part months' **supply**) which may be based on actual **meter** readings or estimated **meter** readings. Invoices will be issued on a consolidated basis (i.e. multiple **sites** per invoice) unless otherwise agreed by us and/or indicated in the **contract schedule**. Unless we have agreed with you otherwise, you must pay each invoice by direct debit within fourteen (14) days of the date of the invoice. You must tell us if:

- you haven't received a bill in line with your expected billing interval;
- your bill is unusually high or low; or
- there is any change in your circumstances that may lead to changes in the amount of energy you use.

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

Our standard method of sending invoices and other communications shall be by email and/or within our online account area in the first instance. You may request this to be by another method, such as paper copy, for which we will charge an administration fee.

5.2 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 base your invoice on our reasonable estimate of consumption.

If at any time we discover that any invoice has been based on inaccurate or incomplete information, or accurate readings or data subsequently become available, and as a result 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 overpayment received from you against subsequent invoices. We may also elect to send you a revised invoice following our receipt of the accurate information.

5.3 If you disagree with our invoice

If you disagree with any amount we have charged you, you must inform us immediately of the amount you dispute and your reasons for disputing this, and the following will apply:

- you must pay at least 75% of any disputed invoice as set out in section 7.1;
- if we agree with you that we have charged you too much and we owe you any money, we will credit that money to your account with us.
- if we don't agree with you and decide that you owe us the rest of the money on your invoice, we will tell you and you must pay us within ten (10) **business days** from the date we tell you about our decision. We may also charge you interest in accordance with section 6.3 from the due date shown on the original invoice you disputed; and
- if you still disagree with our decision, please contact us in accordance with section 13.11.

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 6

Paying us

6.1 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 fourteen (14) days of the date on your invoice or as otherwise agreed in the **contract schedule**. 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 6.3 will apply.

We may charge you a fee for paying by certain methods or if your payment method fails (see section 4.3).

6.2 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 the outstanding balance on the account as we see fit. We will continue to invoice the **charges** for the ongoing **supply**.

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

6.3 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 monthly;
- cancel your **contract** and **disconnect** your **supply**; or
- issue legal proceedings against you to recover any monies owed.

If any of the above situations occur:

- 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 are not using any gas, as the meter(s) still accrue costs to us.

SECTION 7

Meters and access

7.1 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, in compliance with all applicable laws and regulations, kept in good order, properly maintained and adequately insured. If this is not the case, or if we are required 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. You agree that we have no legal responsibility where you provide your own **equipment**, including **meter**.

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.

7.2 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**. If you wilfully damage or interfere with any **equipment**, we may immediately end the **contract**, and you must indemnify us for all costs we incur as a result of such damage or interference.

7.3 Meter readings

We may ask you for a **meter** reading before we start supplying your gas. Where possible, you should provide a photograph of the **meter** reading taken on the **start date** and email this to us using the contact details shown on the **contract schedule** or published on our website at www.avantigas.com from time to time. If we do not receive a **meter** reading

from you for the date we start supplying you with gas, we will estimate a reading based on how much gas was previously being used at the **site(s)** and this estimated reading will be binding.

We will appoint an **agent** to read the **meter** in accordance with normal industry **meter** reading cycles. Where possible, **meter** readings will be taken via **AMR**, with manual readings taking place as a backup and/or in the absence of **AMR** capability. A manual reading will also be taken as and when required (in accordance with the conditions of our licence to **supply**) in order to verify the accuracy of the **AMR**.

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;
- provided to us within any timescale notified by us from time to time; 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 reserve the right to use a different **meter** reading from the one you give us if we or our **agent** read(s) the **meter** and get(s) a reading that is different from yours.

7.4 Consumption data

This section 7.4 provides notice to you that we intend to obtain data that shows us the quantity of gas supplied to the **site(s)** in any one or more periods of less than one month (the “**granular data**”) and that we will use this **granular data** to help us to provide accurate invoices under this **contract**.

7.5 Smart metering

If we or our **agent** contact you to arrange installation of **smart metering equipment** at your **site(s)**, you will allow us or our **agent** reasonable access to complete the installation without delay and you agree to cooperate fully with us or our **agent** in carrying out the installation.

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.

7.6 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 have incurred.

7.7 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 as 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

Your supply

8.1 Conditions of supply

We can only **supply** to you if:

- we have a relevant licence to **supply** the **site(s)** in accordance with the Gas Act 1986;
- 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 **site(s)** are connected to a **transporter's** network.

8.2 Ownership and risk

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

8.3 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**.

8.4 Disconnection or isolation of your supply

If you wish us to **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. Please contact us at energyenquiries@avantigas.com. You are responsible for paying the **price** until the end of the two (2) month notice period, or until the **site(s)** is **isolated**, whichever is the later.

We may also **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 interference 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 gas **supply** licence or any other applicable legislation; or
- we reasonably believe you have acted fraudulently.

We will usually charge you our costs for doing this.

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

We will try to give you advanced notice but in some circumstances, for example where there is danger to life or property, we may **isolate** or **disconnect** your **supply** without notice.

8.5 Theft and preventing fraud

If we suspect that someone has committed fraud or stolen energy by tampering with the **meter** or diverting the energy **supply**, we will record these details on your account and we may share it (for example, with the Gas and Electricity Markets Authority (GEMA), **Ofgem** and other interested people such as your landlord, other energy suppliers, or any industry organisation, including the industry appointed **TRAS (Theft Risk Assessment Service) Fraud Prevention Agency**) in order to meet our obligations under the conditions of our **supply** licence to help reduce fraud and stolen energy. This may include recording sensitive **personal information** such as any criminal offences you have been accused of. We may use this information to make decisions about you, your character, how likely we think you are able to pay for your gas and future energy services.

We may share your **personal information** (including details of your occupancy and your **site(s)**), and information on how much energy you use) with other industry organisations and the industry appointed **TRAS (Theft Risk Assessment Service) Fraud Prevention Agency** (including their subcontractors) to allow them to:

- check public and other databases they hold or have access in order to analyse your information and that of other customers (whether or not we **supply** them):
- assess geographical behavioural and other trends which they will use to assess the likelihood that theft or fraud will take place; and
- generate theft leads.

Any information we give to an industry organisation or other interested organisation about you and your **site(s)** may continue to be used by them, even when you are no longer our customer.

We may use any information we have collected about theft or suspected theft, as well as any theft leads received from third parties (including the **TRAS (Theft Risk Assessment Service) Fraud Prevention Agency**), to detect investigate, prosecute and prevent (as far as possible) theft and fraud.

SECTION 9

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

9.1 When would this apply to me?

This section applies if you've become responsible for **site(s)** where we are currently responsible for supplying energy, including any charges relating to the energy meter, but you haven't agreed a **contract** with us for that gas 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** (or a successor regulator) has appointed us as your supplier, in the event of your current supplier ceasing to operate, and you have not agreed a **contract** with us.

9.2 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 gas and/or the applicable standing **charges** will be our **deemed prices** which are published on our website (www.avantigas.com) and updated from time to time. You can end your **deemed contract** at any time by:

- agreeing a **contract** with us,
- transferring to another gas 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 will take reasonable steps to inform you (including directing you to our website for details).

9.3 Getting a better deal

If you haven't spoken to us about your gas **charges**, then it is advisable to get in touch with us using the contact details provided on your bill or **contract schedule** or published on our website (www.avantigas.com) as you may be able to get another deal.

9.4 Starting an agreed contract

If you agree a **contract** with us, once that **contract** starts your **deemed contract** will end. Section 9 of these **terms and conditions** will no longer apply (unless the circumstances described in section 9.1 arise) but the rest of these **terms and conditions** will continue to apply to you.

SECTION 10

Emergencies and restricting supply

10.1 Emergency contact details

You must notify us as soon as possible, but in any event no later than twenty-eight (28) days before the **start date** of the names, job titles, telephone numbers and email addresses 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.avantigas.com

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 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 to the **site(s)**; and
- you will not use, or you will restrict your use, of gas on being notified by us 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, 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**") confidential. 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 subcontractors who need to know such information for the purposes of carrying out our respective obligations under this **contract** so long as they agree to keep **confidential information** confidential;
- which is already publicly 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 2 we explained how we will use your **personal information** and the **personal information** of joint applicants 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, email, 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.

Where you provide **personal information** to us, you confirm that: (i) you have obtained the permission of the relevant individual(s) to provide such **personal information** to us; and (ii) the relevant individual(s) agree that the **personal information** can be used for the purposes set out in this **contract**. If the relevant individual(s) withdraw this permission at any time, you must inform us immediately.

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

You agree that we can ask your previous supplier for information that will allow us to take over your **supply**, such as information about **meter** readings and **equipment** or **charges** you owe your previous supplier. You agree that we can provide information we hold about you (such as information about **meter** readings, **equipment** or money you owe us) to any new supplier so that they can begin supplying you.

SECTION 12

Our responsibility for loss or damage (liability)

12.1 What this section covers

This Section 12 sets out our entire financial responsibility to you (including any responsibility for the acts or omissions of our employees, **agents**, consultants and subcontractors) in respect of:

- any breach of this **contract**, including any deliberate breach of this **contract** by us, or our employees, **agents** or subcontractors;
- any use made by the of the **supply**;
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with this **contract**.

12.2 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.

12.3 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, anticipated savings, 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 (as relevant, being the “**affected party**”) is subject to an **event outside of our or your control**, 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 date of termination, which must not be less than fifteen (15) 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 date of termination 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 AvantiGas ON Limited from selling the gas 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 6.1. If we make a gain because of selling the gas we will share half of the gain with you by applying a credit to your account.

13.4 Changes to your contract

Except 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.

If there is a change to any law or regulation, decision or advice by a regulatory authority which applies to this **contract** which makes any part of it illegal, unenforceable or affects the **charges**, we may change the terms of this **contract** or the **charges** as we consider reasonably necessary to reflect those changes.

13.5 Entire agreement

These **terms and conditions** and the **contract schedule** constitute the whole agreement between us 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 schedule**; 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, assign, charge, mortgage, subcontract or deal in any other manner with all or 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**; 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 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**) and/or to your registered or business address or email;
- for us – to the following address or email (unless we notify you of a replacement address or email):

Customer Services

AvantiGas ON Limited

UGI House, Gisborne Close, Staveley, Chesterfield, S43 3JT

Email: energyenquiries@avantigas.com

Notices must be in writing and delivered by first class post or by email. Notices 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 13.9 will not apply to the service of any legal proceedings.

13.10 Time

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

13.11 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.

13.12 Governing law and jurisdiction

This **contract** (and any dispute or claim arising out of or in connection with it) 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 13.12 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:

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

- “**annual maximum consumption**” means 110% of the **AQ**, as applicable for the relevant **site**;
- “**annual period**” means the twelve (12) month period commencing from the **start date** or each anniversary of the **start date** thereafter (as the case may be);
- “**AQ**” means the annual quantity of gas in kWh as determined by the relevant **transporter**, referred to in the **contract schedule** as the ‘industry confirmed contract AQ’;
- “**automated meter**” means a gas **meter** that either on its own or with an ancillary device, in compliance with any relevant industry requirement, provides measured gas consumption data for multiple time periods, and is able to provide such data remotely;
- “**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 schedule** and these **terms and conditions**;
- “**CCL**” means climate change levy, the tax that commercial and industrial customers must pay for using gas 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 schedule**;
- “**contract period**” means the period commencing from the date when the **contract schedule** has been signed by both parties for the duration as outlined in the **contract schedule**;
- “**contract schedule**” means the document containing your business details and details of the product, which you sign to indicate your acceptance of the **contract**;
- “**daily maximum consumption**” means 100% of the **SOQ**, as applicable for the relevant **meter**;
- “**data collector**” means a third party who collects data from the **meter**;
- “**deemed contract**” means the implied agreement between us by you taking the supply of energy from us at your site before we agree a formal contract and is subject to **deemed prices**;
- “**deemed prices**” means the rate (published on our website at www.avantigas.com) we charge you for use of gas under a **deemed contract**;
- “**de minimis limit**” means the maximum amount, per kWh, of 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;
- “**disconnect**” means removing the **supply** to a **meter** (which may include the removal of a **meter**);
- “**end date**” means the date on which we agree that the **fixed pricing period** will expire as shown in the **contract schedule**, being the latest ‘**end date**’ listed for the **site(s)**;
- “**end notice**” means the **end notice** completed and delivered in accordance with section 3.2. 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.
- “end notice period” means the date notified to you by us to confirm your **contract** is terminated;
- “end user category” means the monthly usage profile specific for each **meter**, as determined by the relevant **transporter** and published on our website at www.avantigas.com;
- “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 Gas Act 1986;
- “fixed pricing period” means the period of time for which we have agreed a fixed **price** will apply as set out in the **contract schedule**;
- “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 levels” means the **daily maximum consumption**, the **monthly maximum consumption** and the **annual maximum consumption**;
- “meter” means the **equipment** measuring the amount of gas you use at a **site(s)**;
- “meter asset manager” 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 a Meter Point Reference Number (MPRN) for a gas **meter**;
- “minimum consumption” means 70% of the **AQ**, as applicable for the relevant **site**;
- “monthly maximum consumption” means 130% of the monthly quantity of gas in kWh as determined by multiplying the **AQ** by the **end user category** profile, as applicable for the relevant **site**;
- “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 gas markets in Great Britain;
- “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 email addresses;
- “price” means the **charges** and any other amounts which we have the right to include in an invoice (prior to any deduction or set off) together with any **VAT** and/or **CCL** payable;
- “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**, as determined by the relevant **transporter**;

- “**start date**” means: (i) the earliest ‘**start date**’ shown in the **contract schedule** 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 as identified in the **contract schedule** including any meter charges;
- “**tariff rate**” means the rate published on our website at <https://energy.avantigas.com/tariff-rates-0> which we actively offer customers for supply, or which we will place customers on when they have not transferred supplier at the end of their existing contract and not agreed a new fixed price period with us.
- “**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 3.3 above;
- “**transporter**” means the owner of the relevant transportation system, distribution system or transmission system;
- “**TRAS (Theft Risk Assessment Service) Fraud Prevention Agency**” means the organisation appointed on behalf of the energy industry to provide a service to all UK energy suppliers to help them prevent, detect and investigate the theft of energy;
- “**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.