

Glide Utilities Limited
Gas & Electricity Deemed Contract

Paragraph 3 of Schedule 6 to the Electricity Act provides for certain circumstances in which the owner or occupier of premises will be deemed to have contracted with the Electricity Supplier for the supply of electricity to those premises. Paragraph 3 of Schedule 6 to the Electricity Act also provides for the Electricity Supplier to make a scheme for determining the terms and conditions which are to be incorporated into the resulting deemed contracts. This is the Electricity Supplier's scheme, and the terms and conditions are set out below.

Paragraph 8 of Schedule 2B to the Gas Act provides for certain circumstances in which the owner or occupier of premises will be deemed to have contracted with the Gas Supplier for the supply of gas to those premises. Paragraph 8 of Schedule 2B to the Gas Act also provides for the Gas Supplier to make a scheme for determining the terms and conditions which are to be incorporated into the resulting deemed contracts. This is the Gas Supplier's scheme, and the terms and conditions are set out below.

These terms and conditions supersedes all previous such terms and conditions.

1 Definitions and Interpretation:

1.1 In the Contract, unless the context otherwise requires:

Affiliate: means any holding company or subsidiary company of Glide or any company which is a subsidiary company of a holding company of Glide and the expressions "holding company" and "subsidiary" shall have the meanings respectively ascribed to them by section 1159 Companies Act 2006;

Authority: means the Gas and Electricity Markets Authority as established under section 1 of the Utilities Act 2000;

Averaging Period: means the period as defined in section 20 of the Finance Act 2000;

Charges: means the Deemed Contract Rate together with any other amounts payable by the Customer to the Supplier under or in accordance with the Contract;

CHP Electricity: means a supply of electricity as defined in Paragraph 20A of Schedule 6 of the Finance Act 2000;

Climate Change Levy: means a charge levied at the rate from time to time imposed in accordance with the Finance Act 2000;

Connection Point: means, in respect of each Supply Premises, the point(s) at which the Energy flows between the Network and the Customer's installation, equipment, pipes or lines (as the case may be) at the Supply Premises (and any other connection point at that Supply Premises agreed upon from time to time by the parties);

Contract: means the deemed supply contract between the Supplier and the Customer into which these Terms and Conditions are incorporated and form part;

Contract Start Date: means first date the Customer takes a supply of Energy at any Supply Premises pursuant to the Contract;

Customer: means the person (being an owner or occupier of premises) that has been deemed to have contracted with the Supplier for the supply of Energy pursuant to the Gas Act or the Electricity Act (as applicable);

Deemed Contract Rate: means the Supplier's published deemed tariff rates for the Energy, as revised from time to time;

Economic Loss: means loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;

Electricity Act: means the Electricity Act 1989;

Electricity Supplier: means the licensed electricity supplier chosen by Us who We are working on behalf of;

Energy: means either gas or electricity, as the case may be;

Gas Act: means the Gas Act 1986;

Gas Supplier: means the licensed gas supplier chosen by Us who We are working on behalf of;

Industry Agreements: include the Uniform Network Code; the Supply Point Administration Agreement; the Balancing and Settlement Code; the Grid Code; the Distribution Code; the Master Registration Agreement, the Connection and Use of System Code; the Distribution Connection and Use of System Agreement; the meter operator, meter administration, teleswitch operator, data collection, data aggregation and data transfer agreements relating to the Metering and all service lines, agreed procedures and codes of practice made under or pursuant to any of the foregoing, in each case, as amended, varied, supplemented or replaced from time to time;

Half Hourly Metering: means Metering which measures the consumption of electricity for each half hour, as further defined by section L of the Balancing and Settlement Code;

Metering: means the appropriate metering and related equipment used for measuring energy consumption at each Connection Point and for the collection and transmission of such data;

Network: means, as the case may be, either the electricity distribution network or the gas distribution network, through which the Customer receives the supply of Energy;

Network Operator: means, in respect of each Supply Premises, the owner or operator of the Network;

Non Half Hourly Metering: means electricity Metering, other than Half Hourly Metering;

Month: means a calendar month;

Notice of Objection: means the issuing of an objection as defined, in relation to electricity in the Master Registration Agreement, and in relation to gas in the Relevant Licence.

Pass Through Amounts: means charges levied on Us or the Supplier which are outside Our or the Supplier's control and which concern or relate to the supply of Energy, including the charges made for the provision of meter operation services, Climate Change Levy, charges made for the transmission and/or distribution of Energy, charges made in respect of losses on the Network or any relevant transmission system, charges made for exceeding the capacity or volume allocated by the Network Operator, charges connected with the registration and metering of Supply Premises and the settlement, data collection and aggregation of energy consumption at the Supply Premises, charges made in respect of the disconnection or reconnection of the supply of Energy at any Supply Premises and any taxes, levies or duties imposed in relation to the supply of Energy or on Us or the Supplier (or variations of any of the foregoing);

Payment Date: means the day which is 14 days after the date of the relevant invoice or statement;

Reference Rate: means the interest rate for the applicable month as published by the Bank of England or any successor;

Relevant Licence: means either, as the case may be, the electricity supply licence held by the Supplier under section 6 of the Electricity Act or the gas supply licence held by the Supplier under section 7A of the Gas Act;

Renewable Source Electricity: means a supply of electricity as defined in Paragraph 19 of Schedule 6 of the Finance Act 2000, or any source exempt from Climate Change Levy for any other reason (but excluding CHP Electricity);

Supplier: means the Gas Supplier or the Electricity Supplier (as the case may be);

Supply Period: means, in respect of each Supply Premises, the period starting from the Supply Start Date and ending on the date the Supplier no longer supplies those premises under the Contract;

Supply Premises: means each of the premises in respect of which the Customer has been deemed to have contracted with Us for the supply of Energy pursuant to the Electricity Act or the Gas Act;

Supply Rate: means the tariff charge for the supply of Energy, being the Deemed Contract Rate;

Supply Start Date: means, in respect of each Supply Premises, the first date that Energy is supplied to those premises by the Supplier under the Contract;

Uneconomic: means that the cost of supply to the Customer's Connection Point is greater than the Deemed Contract Rate;

Us, We, Our, Glide: means Glide Utilities Limited (Company number 06194523); registered address: The Chamberlain Building, 36 Frederick Street, Birmingham, B1 3HN or any Affiliate;

VAT: means value added tax levied at the rate from time to time imposed in accordance with the Value Added Tax Regulations 1995.

1.2 Any references to:

- (i) Us or the Supplier include, where the reference permits, references to the both Our and Supplier's officers, employees, agents and contractors, as defined by Us or the Supplier, which may vary from time to time;
- (ii) legislation include references to legislation as modified, amended, extended or re-enacted from time to time;
- (iii) clauses are, unless the context admits otherwise, references to clauses of these Terms and Conditions;
- (iv) the singular term include references to plural (and vice versa);
- (v) the terms 'include' and 'including' are without limitation to any other matters being included or covered by the relevant provision; and
- (vi) person or persons are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

2 Duration and Renewal

2.1 The Contract shall take effect from the Contract Start Date and shall, subject to the termination provisions set out in Clause 10, remain in force in respect of each Supply Premises until the earlier of:

- (i) the date on which a contract for the supply of Energy by Us to the Supply Premises (other than the Contract) comes into effect;
- (ii) the date on which a contract for the supply of Energy by a supplier other than Us or the Supplier comes into effect and once that supplier has become registered as the supplier under the Industry Agreements;
- (iii) the date on which the Customer ceases to be the owner or occupier (as the case may be) of the Supply Premises and another person is deemed to have contracted with Us for the supply of Energy to those premises pursuant to the Electricity Act or the Gas Act (as applicable); and
- (iv) the date on which the Supply Premises are permanently disconnected from the Network.

3 Energy Supply

3.1 Subject to these Terms and Conditions, the Supplier shall supply Energy to each Supply Premises during the Supply Period, and the Customer shall pay the Charges in respect of the Supply Period.

3.2 The Customer shall notify Us before it changes its load, capacity or consumption requirements in relation to the Energy supply and, in relation to electricity, before it changes the voltage at which it requires or takes the electricity supply.

3.3 The Energy is delivered to each Connection Point by the Network Operator on behalf of the Supplier and the entitlement to, and the risk in relation to, the Energy supplied shall transfer from the Supplier to the Customer at the Connection Point.

3.4 Any Energy losses incurred on the Customer's side of each Connection Point shall be borne by the Customer.

3.5 We shall, in respect of gas, only be obliged to supply to Supply Premises that are not subject (under the Industry Agreements) to daily meter reading.

3.6 In relation to electricity, We are acting on behalf of the Network Operator to make an agreement with the Customer. The agreement is that the Customer and the Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time the Customer enters into the Contract and it affects the Customer's legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Network Operator delivers electricity to, or accepts electricity from, the Supply Premises. If the Customer wants a copy of the NTC or has any questions about it the Customer should write to: Energy Networks Association, 18 Stanhope Place, London W2 2HH, phone 0207 706 5137 or see the website at www.connectionterms.co.uk

4 Disconnection or Suspension of Supply

4.1 The Customer acknowledges that the supply of Energy to any Supply Premises may be disconnected or suspended (and agrees to give access to the Supply Premises to the Us or the Supplier or its agents for the purposes of disconnecting or suspending the supply) if:

- (i) the Customer fails to make payment when due under the Contract (or under any agreement for the supply of electricity or gas between the Customer and Us or Our Affiliates);
- (ii) We believe that unauthorised use has been made of the Energy supplied under the Contract or the Energy intended to be so supplied has been stolen or redirected or that there has been interference with the Network or with the Metering;
- (iii) We believe that a disconnection or suspension of the Energy supply is required to avoid danger, to avoid a potential illegality or a breach of an Industry Agreement or to undertake essential maintenance or replacement of the Network or of the Metering;
- (iv) We or the Supplier is so obliged under or pursuant to any relevant law, the Relevant Licence or other Industry Agreement;
- (v) the Customer has materially breached the Contract (or any other agreement for the supply of electricity or gas between the Customer and Us or Our Affiliates) and such breach is continuing.

4.2 Where the Energy supply to any Supply Premises is disconnected or suspended due to the action or omission of the Customer, the Customer shall indemnify Us in full for any loss, liability or cost which We have incurred as a consequence of such disconnection or suspension and, if relevant, shall also pay any costs of reconnection and, if requested by Us, shall provide a performance bond in an amount which has a value of not less than three months supply of Energy. In the event the Energy supply is disconnected or suspended due to the action or omission of the Customer, such disconnection or suspension shall be without prejudice to Our other rights or remedies under this Contract.

4.3 Without prejudice to any statutory provisions, We shall, where practicable, give reasonable prior notice of such suspension or disconnection to the Customer.

4.4 The Customer acknowledges that any disconnection, suspension or reconnection of the supply of Energy to the Supply Premises may be carried out by direct access to the Supply Premises or remotely.

4.5 The Network Operator will maintain, and may interrupt and shall be entitled to cut off each Connection Point, in accordance with and subject to the provisions of the Electricity Act or the Gas Act (as the case may be) and any other legal requirements or rights that apply from time to time.

5 Obligations of the Customer

5.1 The Customer agrees to (i) provide to the Us all assistance and information reasonably required by Us to enable Us to comply with its obligations under the Contract, any applicable Industry Agreement, the Relevant Licence, or any other code, authorisation or consent necessary to permit the supply of Energy to the Supply Premises; and (ii) to update, as and when necessary, the information to reflect any relevant changes.

5.2 The Customer acknowledges and accepts that We may be required by any applicable law, regulatory authority or Industry Agreement to pass information provided by the Customer to a third party. The Customer shall indemnify Us against all losses, liabilities or costs suffered or incurred by Us arising from or as a consequence of, any information provided by the Customer being incorrect, incomplete, insufficient or from required information not being provided.

5.3 The Customer agrees to maintain at each Supply Premises the Customer's installations, equipment, pipes and wires (as the case may be) which are on the Customer's side of the Connection Point in good and safe working order and in compliance with law. The Customer shall indemnify Us against all losses, liabilities or costs suffered or incurred by Us arising from or as a consequence of, the Customer failing to maintain such installations, equipment, pipes and wires at all times during the relevant Supply Period.

5.4 The Customer agrees to ensure the maintenance of the connection of each Connection Point at the Supply Premises to the Network and to obtain and maintain all necessary agreements and consents for such connection. The Customer shall indemnify Us against all losses, liabilities and costs suffered or incurred by the Supplier arising from, or as a consequence of, any such connection not being obtained or maintained at all times during the relevant Supply Period.

5.5 The Customer grants the Us authority to obtain any information it reasonably requires, in order to supply or continue to supply the Energy to any Supply Premises, from relevant industry parties.

5.6 In relation to the supply of electricity, the Customer agrees to have Meter Operator agreements, in respect of each Connection Point at a Supply Premises which has or requires Half Hourly Metering, in full force and effect 20 days prior to the relevant Supply Start Date.

5.7 Where the Customer believes that there is, has been or may be an escape of gas, the Customer must immediately call the Network Operator on 0800 111 999 and they will provide any emergency services for which the Customer must allow them access.

6 Metering and Estimates

6.1 We agree to enter into all agreements, subject to Clause 5.6 above, with accredited operators, administrators, data collectors and data aggregators in respect of the Metering as necessary to facilitate the supply of Energy to each Connection Point.

6.2 For the purposes of the Contract, only meter readings taken by the appointed meter operator, Us or Our authorised agents will be considered as valid meter reads.

6.3 The Customer shall allow any representative of Us, any meter operator, Network Operator or any other person authorised by Us in connection with the supply of Energy, reasonable access to read, install, remove, inspect, check, replace, reset, maintain and de-energise Metering and otherwise to carry out its functions under or pursuant to any Industry Agreement.

6.4 The Customer shall not interfere with any Metering. The Customer shall indemnify Us for any loss, liability or cost suffered or incurred by the Us arising from or as a consequence of, damage to the Metering during the relevant Supply Period.

6.5 If either We or the Customer reasonably believes the Metering is registering inaccurately, it may require a test of the Metering by giving the other party at least 14 days' notice. The test shall be carried out by a competent person. If the Customer requests a test and the accuracy of the relevant Metering is found to be within the limits of error prescribed by the Industry Agreements, the Customer shall be responsible for paying for the costs of the test, otherwise the costs shall be borne by Us. If the accuracy of the relevant Metering is found to be outside the limits of error prescribed by the Industry Agreements, the Metering or any defective part shall be replaced or recalibrated as soon as reasonably practicable and the amounts payable by the Customer thereafter shall be varied accordingly and based, so far as can be reasonably ascertained, on the amounts the Customer would have been charged had the Metering not been defective.

6.6 The parties agree in accordance with paragraph 2(2) of Schedule 7 to the Electricity Act that the requirements of paragraph 2(1)(b) of that Schedule may be dispensed with and, accordingly, that the Metering need not be certified under paragraph 5 of that Schedule.

6.7 If a meter reading is not available or is, in the reasonable belief of Us, inaccurate, We have the right to estimate reasonably the amount of Energy used by the Customer and to charge the Customer accordingly and, save in the case of manifest error, such estimate shall be deemed to be effective and agreed between the parties.

6.8 We reserve the right to replace the Metering from time to time, including to replace it with equipment with greater functionality in terms of remote meter reading and/or the ability to be disconnected remotely.

6.9 Where We agree to replace the Metering at the Customer's request, the customer shall indemnify Us for any costs and expenses incurred by Us or the Supplier (including abortive visit charges) in connection with such change other than those arising due to a failure of Us to meet Our obligations.

7 Charges and Payment

7.1 Each month, or at such other regular intervals, We shall send to the Customer, by prepaid post or email, an account (either by way of an invoice or a statement) in respect of all Charges due to Us under the Contract in respect of that month or the applicable billing period.

7.2 The Customer shall pay the Charges shown in each invoice in full to Us on or before the Payment Date.

7.3 Amounts payable by the Customer under the Contract are stated exclusive of VAT and CCL which shall be payable at the applicable rate, as shown on the invoice from time to time.

7.4 The Charges may comprise of (i) actual or estimated charges for the Energy supplied at each Supply Premises at the applicable rate, (ii) actual or estimated Pass Through Amounts attributable to the Customer, (iii) any reconciliation amount(s) due under the Contract; and (iv) any other charges due pursuant to the Contract.

7.5 For the avoidance of doubt where the Customer uses a third party agent to provide services to the Customer, the Customer's liability to meet its obligations under this Clause 7 is unaffected.

7.6 Where reconciliation takes place following the termination of the Contract:

(i) any additional amount due to Us shall be paid by the Customer by bank transfer within 10 days of the date of the reconciliation invoice; and

(ii) any credit amount due to the Customer shall be attributed to an account operated by Us for that purpose (the "Customer's Account"), and shall, subject to Clause 7.8 and 7.13, be paid to the Customer on request.

7.7 We shall send the reconciliation notice or credit note to the Customer's address as held by Us but shall not be obliged to send a credit note where We are aware that the Customer is no longer in occupation of the premises and the Customer has not provided Us with a forwarding address.

7.8 We (i) shall not be obliged to pay any credit amount that remains attributed to the Customer's Account for longer than 12 months; and (ii) may at any time following the end of the 12 months retain the attributed amount for its own benefit.

7.9 In the event that the Customer fails to pay any invoice in accordance with this Clause 7 then, without prejudice to Our other rights or remedies, We may, from the date notified to the Customer, charge for Energy supplied under this Contract at the Supply Rate until such time as the Customer rectifies the non-payment.

7.10 In the event that any amount is returned as unpaid, We shall be entitled to charge an administration fee, which shall be calculated by Us and notified to the Customer, for each month or part month where the supplier is unable to collect the debt. In addition, We shall be entitled to charge for Energy supplied under this Contract at the Supply Rate from the date of the relevant event until such time as the Customer makes a subsequent payment.

7.11 Interest shall be due and accrue on a daily basis on late payments at the rate of eight percent above the Reference Rate, applicable for the month in which the payment became due, from the Payment Date until the date payment is received in full.

7.12 Subject to Clause 7.13, all payments due under the Contract shall be made free from any restriction or condition and without any deduction or withholding (for tax or any other amount), whether by way of set-off or otherwise, unless this is required by law. If any deduction or withholding is so required by law, then the payer shall account for the relevant deduction or withholding in full to the relevant authority and pay such additional amount to the other party as ensures that the other party receives the same net amount that it would have done had the relevant deduction or withholding not been made.

7.13 Where, in accordance with Clause 7.6(i), the Customer's Account is to be attributed with a credit amount, We may set-off, in whole or in part, from the credit amount any payments that are due from the Customer under the Contract (or under any other agreement for the supply of gas or electricity or telecommunications between the Customer and Us or between the Customer and any Affiliate of Us).

7.14 In the event that any debt remains unpaid, contrary to Clause 7.2 of this Contract, all Charges which have not been paid under this Contract shall be deemed to be unpaid and immediately due and payable and the Supplier shall be entitled:

(i) each month to invoice the Customer in advance for (and the Customer shall pay in accordance with Clause 7.2) the Charges in respect of the following month based on the Supplier's estimate of consumption in that month. At least once in every 12 month period thereafter, We shall issue a reconciliation, detailing any additional amount due to Us or any credit amount due to the Customer to reflect the difference between actual and estimated consumption; or

(ii) to require the Customer to post a cash deposit with Us as security against any future defaults in payment in an amount necessary to cover Our exposure under the Contract. The Customer agrees that We shall be entitled to deduct from such deposit any sums due and unpaid under the Contract. The Customer shall be entitled to a refund of the deposit (subject to any deductions that may have been made) on the earlier of: (a) the termination of the Contract and payment in full of all invoices issued under it; or (b) the Customer and Supplier agreeing that the deposit can be refunded.

7.15 The Customer agrees that, in the event that payment due to be paid by the Customer under the Contract remains unpaid contrary to Clause 7.2, We can pass the relevant information relating to the Customer, onto a credit reference agency.

7.16 Where the Customer has entered into any other agreement with Us or Our Affiliates, in the event that the Customer sends a payment to the Our premises and does not specify which agreement such payment relates to, We may chose to allocate such payment to this Contract or to the other agreement at Our sole discretion.

8 Variation

8.1 We reserve the right to vary the Deemed Contract Rate and shall publish details of such variations not less than 60 days prior to the proposed variation taking effect.

8.2 We reserve the right to increase the Charges at any time if, due to circumstances beyond the control of Us, it becomes Uneconomic for Us to make the supply.

8.3 We may vary the terms and conditions, other than as to price, of the Contract at any time by publishing the proposed terms and conditions not less than 30 (thirty) days prior to the new terms taking effect.

8.4 We may vary the Charges at any time on written notice to the Customer in order to reflect any change (howsoever arising) in the Pass Through Amounts.

9 Force Majeure

9.1 If either party suffers delays in performing, or is unable to perform, any or all of its obligations under the Contract (other than payment obligations) because of some event or circumstance beyond its reasonable control, the Contract shall remain in full effect but the affected party shall have no liability for such delay or failure to perform such obligations for so long as such performance remains impracticable.

10 Termination

10.1 The Contract shall terminate automatically and with immediate effect if the Relevant Licence is revoked or if a Last Resort Supply Direction (as defined in the Relevant Licence) is given to a supplier other than the Supplier in respect of the supply of Energy to the Supply Premises.

10.2 In the event that the Customer purports to terminate the Contract in respect of any Supply Premises but continues to take a supply of Energy at the relevant Supply Premises, the Contract shall not terminate in respect of those Supply Premises but shall continue until the Customer ceases to take such a supply at the relevant Supply Premises and the Customer shall pay all costs reasonably incurred by Us from the date on which the Customer purports to terminate this Contract until either the registration of an alternative supplier or the disconnection of the Supply Premises from the Network has occurred.

10.3 We may terminate the Contract at any time for all or any Supply Premises if:

(i) the Customer fails to pay when due any amount payable by it under the Contract and does not pay such amount in full within five days after notice of such failure is given to the Customer;

(ii) without prejudice to clause 10.3(i), the Customer fails to comply in any material respect with, or fails to perform in any respect, any of its material obligations under the Contract and where it is capable of remedy such failure is not remedied to the reasonable satisfaction of Us within 7 days after notice of such failure is given to the Customer;

(iii) the Customer agrees, or takes steps to agree, to take a supply of Energy at any Supply Premises from another supplier without Our prior written consent;

(iv) the Supply Premises are not of a type that We are obliged to supply in accordance with Clause 3.5;

(v) the Customer passes a resolution for its winding up which shall include amalgamation, reconstruction, reorganisation, administration, dissolution, liquidation, merger or consolidation (other than a solvent amalgamation, reorganisation, merger or consolidation approved in advance by Us) or a petition is presented for, or a court of competent jurisdiction makes an order for, its winding up or dissolution, or an administration order is made in relation to it or a receiver is appointed over, or an encumbrancer takes possession of or sells, one or more of its assets or the Customer makes an arrangement or composition with its creditors generally or ceases to carry on business;

(vi) it becomes unlawful for the Customer or Us to comply with or perform any material provision of the Contract;

(vii) where any Supply Premises are subject to lease and the landlord's consent is required for Us or the Supplier becoming a supplier of Energy to those Supply Premises and such consent has not been obtained by the Customer; or

(viii) where We or the Supplier has not, under a relevant industry agreement, been able to register as the registered supplier for the relevant Supply Premises within 30 days of the Supply Premises being subject to the Contract.

10.4 Where We terminate the Contract in respect of any or all of the Supply Premises in accordance with Clause 10.3, it (a) shall give notice to the Customer of the date of termination; and (b) may discontinue the supply of Energy to such Supply Premises or arrange for its discontinuation without further notice (save as may be required by law).

10.5 Where, in relation to any Supply Premises, the Contract is terminated in accordance with Clause 10.3, the Customer shall pay to the Supplier an administration fee of £50.

10.6 The Customer shall, on demand, pay to Us, on an indemnity basis, all costs incurred by Us in the enforcement of this Contract.

10.7 Each Party acknowledges that the payment obligations in clauses 7 and 10 (including any payments arising as a consequence of termination of the Contract) are reasonable in light of the anticipated harm and represent a genuine and reasonable pre-estimate of the losses, costs and expenses We may incur and do not constitute penalty provisions.

10.8 The termination or expiry of the Contract for whatever reason shall be without prejudice to the rights and remedies of either party, which have accrued prior to the date of termination or expiry. Such termination or expiry shall also be without prejudice to the continuing validity of any provision of the Contract which expressly or by implication is intended to come into or remain in force on or after termination or expiry.

11 Limitation of Liability

11.1 We have no obligation in respect of the Energy supply if the supply is shut-down, interrupted, reduced or impaired as a result of the energisation, de-energisation or disconnection of any Connection Point (unless it is the direct result of an act or omission by Us or Our agents) or the exercise of load management or demand control by a Network Operator or the occurrence of an event of force majeure referred to in clause 8. We shall not be liable if the supply is delayed or prevented by reason of failure or delay on the part of a Network Operator in the creation or necessary registration of any new Connection Point.

11.2 We shall be liable to the Customer in respect of physical damage to the Customer's property which results directly from a breach of the Contract by Us and which was at the Contract Start Date reasonably foreseeable as likely to result in the ordinary course of events from such breach (subject always to clause 11.5).

11.3 We shall not be liable to the Customer for any Economic Loss or any indirect or consequential loss arising from or in connection with the Contract or the supply of Energy made pursuant to the Contract.

11.4 We shall not be liable to the Customer in respect of any damage to equipment installed or stored at any of the Supply Premises by third parties.

11.5 The total aggregate liability of Us to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise arising directly or indirectly under or in connection with the Contract and the supply of Energy shall in no circumstances exceed 10 percent of the total Charges payable to the Supplier each year, as calculated from time to time by Us.

11.6 The exclusions from and limitations of liability under this clause 11 shall not apply to death or personal injury caused by the negligence of the Supplier.

12 Notices

12.1 Any notice, or other communication to be given by one party to the other party shall be in writing and addressed and sent to the recipient's address (being Our registered office for Us and the Supply Premises for the Customer) by hand or first class prepaid post or facsimile transmission and will be deemed to have been received, in the case of delivery by hand, when

delivered, in the case of first class prepaid post, on the second day following the day of posting and, in the case of facsimile on acknowledgement by the addressee's facsimile receiving equipment, unless such acknowledgement occurs after 1700 hours on any day, in which case receipt shall be deemed to have occurred at 0900 hours on the next business day following the day of acknowledgement. Either party may, by notice to the other party, change the address or facsimile number at which notices, accounts or other communications under the Contract are to be given to it.

13 Miscellaneous

13.1 No delay or omission by either party in exercising any right, power or remedy under the Contract shall be construed as a waiver of such right, power or remedy and any single or partial exercise shall not prevent any other or further exercise of the same or the exercise of any other right, power or remedy.

13.2 The Contract constitutes the whole and only agreement between the parties relating to its subject matter. Each party acknowledges that in entering into the Contract on the terms and conditions set out in the Contract it is not relying upon any representation, warranty, promise or assurance made or given by the other party or any other person, whether or not in writing, at any time prior to entry into the Contract which is not expressly set out herein. Neither of the parties shall have any right of action against the other party arising out of or in connection with any agreement, undertaking, representation, warranty, promise, assurance or arrangement referred to above (except in the case of fraud).

13.3 The Customer shall not assign or otherwise transfer any of its obligations under the Contract without the prior written consent of Us. We may assign any of its rights or transfer any of Our obligations under the Contract to any person providing that, if it is transferring its obligation to supply Energy, it may only do so to a person authorised to supply such Energy to the Supply Premises.

13.4 The Customer agrees that, from the date it is notified of such an assignee or transferor, it will accept such person in substitution for Us. By taking a supply of Energy at any Supply Premises the Customer will be deemed to be acceptance of such transfer or assignment. We may also sub-contract any of its obligations under the Contract.

13.5 If any of the arrangements in, or provisions of, any Industry Agreement relevant to the supply of Energy are amended or varied or cease to apply during any Supply Period, the parties shall, at Our request from time to time, amend the Contract to accommodate any such amendment, variation or cessation in such manner as We shall reasonably require.

13.6 If a term or provision of this Contract is declared invalid or unenforceable in whole or part that term or provision shall be deemed not to be part of the Contract to that extent and all the other provisions of this Contract shall remain in force and effect.

13.7 Subject to any provision of the Master Registration Agreement for electricity and the provisions of the Gas Act for gas, We or the Supplier reserves the right to raise a Notice of Objection, in respect of any Supply Premises, at any time during the Supply Period or where the Customer has failed to make a payment contrary to Clause 7.2.

13.8 The Contract shall in all respects be governed by and construed in accordance with the laws of England and subject to jurisdiction of England and Wales.

13.9 The Customer and Us agree that the provisions of this contract are not intended to confer any rights on any third party and accordingly the provisions of the Contract (Rights of Third Parties) Act 1999 are excluded.