

**Nether Alderley
Parish Council**

Enclosures

1 - 6

Council Meeting

10th December 2024

Parish Hall Renovation

Review of Funds and Costs - January 2025 to End of March 2025

Summary (see detail below)

Contract Outturn £637,277

Renovation Costs left after paying Valuation 8 approved at the December Council Meeting
£142,222.24

Remaining Professional Fees £3,000

NAPC general running cost Jan – March £18,265 (See attached Spreadsheet)

Potential Extras on the above contract outturn (a) (b) (c) and (e) see detail below £22,720.50,

Total Renovation Costs £186,207.74

Total Council Available funds £244,213.78

Surplus £58,006.04 including £20,000 general reserve for emergencies

Detail

Renovation Costs (Not including VAT which will be reclaimed)

1. **Agreed Contract Outturn Cost - £637,277**

At the Progress Meeting on 12th November, which including all timber repair and valley gutter issues, £637,277 was agreed. This included the cost of a contract extension until 24th February, However, the contractor will endeavour to complete by the 24th January. All remaining PC Sums and Contingencies were deleted and would be used to maintain this agreed contract sum.

2. **Value of the work to date: £526,918.61**

Certificate (valuation) 8 dated 30th November.

3. **Remaining contract cost to be paid £142,222.24**

£637,277 less £526,918.61 = £110,358.39 plus the 5% final retention of £31,863.85 = £142,222.24. Note: this retention is to be paid 50% at the end of the contract during this financial year and the remaining 50% twelve months later in 2025/26.

4. **Plus Extra Contract Related Items Costs - £22,720.50**

a) Blinds – the remaining cost of making and fitting 50% of £3,190 = £1,595. An NAPC cost outside the Contract. The first 50% has been paid by NAPC and is included in the attached bank reconciliation.

b) Rear door path balustrade plus steps. The cost is awaited. The balustrade depends on the material used say a £6,000 provision total for both.

c) Extra flags at the Hall entrance £2,125.50

d) *Parish Hall Power cost during the Contract will be funded from within the January – March NAPC General fund. £5,500 is included in that for Parish Hall Energy - see attached spreadsheet.*

e) Hall Furniture circa £13,000 NAPC Cost. This could be increased if necessary using the forecast surplus.

5. **Plus remaining professional fees January to end of Contract £3,000**

KPS – last instalment for December is included in the bank reconciliation as is the QS' December account.

January to the end of the contract for KPS 3 x £543.01 = £1,753.73 plus any reasonable expenses. This is based on the £637,277 project outturn (9.75% of the £17,987 contract increase from the former £619,290 to £637,277)

The QS – this is estimated to be circa £1,200

Total Professional Fees January to contact end is circa £3,000

6. **Total Renovation Costs £167,942.74** (Paras 3+4+5) (plus VAT which we will reclaim)
7. **General Running Costs of the Parish Council January to end of March £18,265** this does not include 2024/25 loan charges (£1983.58 which have been paid and included with the bank reconciliation.
8. **Total Parish Council Costs December to end of March £186,207.74 (Paras 6 +7)**
9. **Available Funds £244,213.78**
Current bank reconciliation 10th December including all receipts and payments up to 31st of December which showing £150,947.40 in our banks. This includes CEC's Greener Spaces Grant of £6,000 for LED Lighting. Funds to be added to this are shown in "a" to "e" below.
 - a) Plus CEC Greener Spaces Grant £6,633 for AV equipment approved and expected.
 - b) Plus JMC transfer £21,000 expected
 - c) Plus the last half of AEI Heating Grant £23,887.50 to be claimed next week now that the heating is active.
 - d) Plus the November VAT Claim £15,717.62 to be claimed and approved by December Council
 - e) Plus the December VAT Claim £26,028.26 to be claimed
10. **Difference between Funds and Costs i.e. Surplus £58,006.04**
£244,213.78 minus £186,207.74 = £58,006.04 (including £20 000 Emergency Reserve).
11. **Notes:** I have included documents to support these calculations:
 - Current Bank reconciliation
 - B & E Boyes & Currie and Brown Valuation 8 for December payment
 - A spreadsheet showing the remaining NAPC's non contract spend January to March
 - Payment for Valuation 8 to be approved at December Council is shown in Appendix A on the Agenda and its method of calculation is: value of work to date (Valuation 8) £526,918.61, less previous certificates up to and including valuation 7 £376,391.97 less 5% retention to date £26,379.43. This leaves a payment due of £124,180.71 plus VAT. Note: we reclaim the VAT.

David Naylor
Parish Clerk & RFO
Nether Alderley Parish Council
4th December 2024

Main Summary

Interim Valuation nr.8

Interim Valuation Date: **30-Nov-24**
 Due Date: **07-Dec-24**

Item	Description	Projected Final Account	This Valuation	
			%	£
1	PRELIMINARIES:	£ 90,698.44	100.0%	£ 90,698.44
2	LOSS & EXPENSE CLAIM 1:	£ 8,296.99	100.0%	£ 8,296.99
3	LOSS & EXPENSE CLAIM 2:	£ 31,890.00	31.4%	£ 10,022.57
4	MEASURED WORKS:	£ 386,134.47	80.2%	£ 309,865.40
5	ADDENDUM 1:	£ 7,531.95	73.4%	£ 5,525.20
6	ADDENDUM 2:	£ 30,077.19	92.3%	£ 27,768.97
7	PROV SUMS:	£ 500.00	100.0%	£ 500.00
8	DAYWORKS:	Omit	100.0%	Omit
9	CHANGES:	£ 76,992.50	82.2%	£ 63,272.45
10	MATERIALS ON / OFF SITE:		0.0%	£ 11,638.65
		£ 632,121.54	Value of Works:	£ 527,588.68
				Less 5% retention: (-£ 26,379.43)
				Prev Cert: (-£ 376,391.97)
				Net Total: £ 124,817.28
				Add VAT @ 20%: £ 24,963.46
				Sum Due: £ 149,780.73

Preliminaries Valuation Calc.						
		Start	Interim Valuation Date	Completion	Weeks	Total
1	Commencement of Main Contract Preliminaries:	03-Jun-24	15-Nov-24	15-Nov-24	23.6	£ 90,698.44
2	Contract Duration (weeks):	23.6				
3	Main Contract Preliminaries per Week:	£ 3,847.81				
To Date:						£ 90,698.44

Loss & Expense Claim 2 Valuation Calc.						
		Start	Interim Valuation Date	Completion	Weeks	Total
1	Commencement of Main Contract Preliminaries:	15-Nov-24	07-Dec-24	24-Jan-25	3.1	£ 10,022.57
2	Contract Duration (weeks):	10.0				
3	Main Contract Preliminaries per Week:	£ 3,189.00				
To Date:						£ 10,022.57

Nether Alderley Parish Council

Prepared by: David Naylor
Name and Role (Clerk/RFO etc)


Date: 10th December 2024

Approved by: _____
Name and Role (RFO/Chair of Finance etc)

Date: _____

	Bank Reconciliation at 10/12/2024		
	Cash in Hand 01/04/2024		209,483.00
	ADD Receipts 01/04/2024 - 10/12/2024		615,797.99
			825,280.99
	SUBTRACT Payments 01/04/2024 - 10/12/2024		674,333.59
A	Cash in Hand 10/12/2024 (per Cash Book)		150,947.40
	Cash in hand per Bank Statements		
	Petty Cash	30/11/2024	0.00
	Current Account Nat West Acc. No.	30/11/2024	307,817.53
	Reserve Account Nat West Acc. No.	30/11/2024	514.87
	Skipton Building Society	30/11/2024	2,852.40
	Unity Trust Bank Savings Acc. No.	30/11/2024	542.00
			311,726.80
	Less unrepresented payments		160,779.40
			150,947.40
	Plus unrepresented receipts		
B	Adjusted Bank Balance		150,947.40
	A = B Checks out OK		

Non Renovation Contract Spending Needed January to End of March 2025

Budget Heading	Budget 2024/25	1st QTR April - June	2nd QTR July to Sept	Cumulative to End of QTR3	Budget Remaining	To Year End Still Needed	Notes
PAYMENTS							
Staff Costs							
Clerks Salary	£12,500.00	£2,915.25	£2,915.25	£8,940.31	£3,559.69	£4,000.00	
Employer Pension	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Employer NI	£500.00	£88.50	£88.50	£316.36	£183.64	£185.00	
Overtime	£500.00	£0.00	£0.00	£0.00	£500.00	£0.00	
Back Pay	£333.30	£0.00	£0.00	£173.39	£159.91	£0.00	
	£13,833.30	£3,003.75	£3,003.75	£9,430.06	£4,403.24	£4,185.00	
Adminstration							
Pension III Health Insurance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Staff Training	£100.00	£0.00	£0.00	£0.00	£100.00	£0.00	
Payroll Services	£350.00	£84.00	£0.00	£203.00	£147.00	£0.00	
Stationery	£450.00	£110.29	£68.43	£281.59	£168.41	£180.00	
Staff Travelling Expenses	£700.00	£104.85	£145.80	£401.40	£298.60	£230.00	
Staff Mobile Phone	£130.00	£27.51	£27.51	£82.53	£47.47	£45.00	
Other Admin costs/Office Equipment	£500.00	£0.00	£0.00	£0.00	£500.00	£0.00	
Insurance	£3,250.00	£0.00	£0.00	£620.00	£2,630.00	£3,850.00	£620 this year was Renovation Insudrance
Audit Fees	£650.00	£374.00	£0.00	£794.00	£-144.00	£0.00	
Annual Subscriptions	£650.00	£626.80	£40.00	£666.80	£-16.80	£0.00	
Honours Board	£150.00	£0.00	£0.00	£0.00	£150.00	£150.00	
Bank Safety Deposit	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Cloud Storage	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Council Meeting Expenses	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Councillor Training	£0.00	£0.00	£55.00	£80.00	£-80.00	£100.00	
	£6,930.00	£1,327.45	£336.74	3,129.32	3,800.68	£4,555.00	
Parish Hall							
Hire of Hall (Public Events)	£300.00	£0.00	£0.00	£0.00	£300.00	£0.00	
Parish Hall Expenses	£6,000.00	£0.00	£0.00	£0.00	£6,000.00	£0.00	Moved to Parish Hall Renovation Costs
Parish Hall Electric Heating	£6,000.00	£750.00	£0.00	£750.00	£5,250.00	£5,500.00	Required to Pay Renovation Heating Cost
Parish Hall Gas Heating	£0.00	£0.00	£0.00	£47.36	£-47.36	£0.00	
Parish Hall Refreshments	£0.00	£15.50	£0.00	£15.50	£-15.50	£25.00	
	£12,300.00	£765.50	£0.00	£812.86	£11,487.14	£5,525.00	

Budget Heading	Budget 2024/25	1st QTR April - June	2nd QTR July to Sept	Cumulative to End of QTR3	Budget Remaining	To Year End Still Needed	Notes
Parish Hall Loan Charges	£9,000.00	£0.00	£0.00	£1,963.58	£7,036.42	£0.00	
Highways	£1,500.00	£0.00	£0.00	£0.00	£1,500.00	£0.00	
Burial Ground	£1,800.00	£787.00	£8.32	£2,295.32	-£495.32	£1,000.00	
Neighbourhood Plan	£650.00	£0.00	£48.00	£48.00	£602.00	£2,000.00	Expert Help with Basic Conditions
Community Fund /assets							
Newsletter	£1,200.00	£0.00	£904.65	£904.65	£295.35	£1,000.00	
Community Fund Other	£3,000.00	£0.00	£0.00	£0.00	£3,000.00	£0.00	Was for more boundary Signs
Bank Fees CHAPS etc	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Total Payments	£47,213.30	£5,883.70	£4,301.46	£18,583.79	£28,629.51	£18,265.00	

KEPCZYK PEARCE SANDERSON

ARCHITECTS, SURVEYORS & HISTORIC BUILDING CONSULTANTS

SITE VISIT NOTES 20

Job Title:	Nether Alderley Parish Hall	File Ref:	1905
Client:	Nether Alderley Parish Council	Date:	03.12.2024
Main Contractor:	B&E Boys Ltd	Weather:	Clear and Dry 0°
Present:	Angela Farrell (NAPC), Lesley Gleave (NAPC), David Naylor (NAPC), Mike Carney (BEB), Eddie Slattery (BEB), Andrew Horsfield (BEB), John Book (JBK), Mark Pearce (KPS) and Lucy Crowther (KPS)		

Progress:

- **Landscaping:** the laying of the external stone paving had continued, which had incorporated new manholes covers (*Figures 4 and 5*) | the levels for the new external ramp had been set out using string lines | the triangular section of land had been cleared (*Figure 6*).
- **Timber Repair Works:** the remedial works by Robinsons Preservation Ltd had continued to progress (*Figures 8 and 9*).
- **Existing Kitchen:** the poultice cleaning film had been removed from all the stone mullions, which had been successful to all but two - it was agreed that a limewash would be applied to the stone mullions (*Figure 10*) | it was agreed to stain the new joinery dark walnut (*Figure 11*).
- **Joinery:** the new internal doors had been fitted | the new manifold cupboards had been constructed | the door frame to DG 02 had been extended downwards rather than the door being extended upwards as drawn (*Figure 12*).
- **Mechanical Works:** heating was being applied from the new boiler.
- **Drainage Works:** the waste from the kitchen was reviewed (*Figure 13*).

Observations and Action Points:

- **Rear Footpath / Fire Exit Platform:** KPS raised further concerns regarding the existing ledger stone being covered - NAPC to discuss with Burial Committee the proposal for relocating it.
- **Timber Repair Works:** the valley gutter was measured at the time of the inspection - KPS to produce drawing for construction purposes.
- **Joinery:** BEB to adjust door DG 02 to extend upwards as drawn.
- **Existing Kitchen:** BEB to provide a stain sample for the new joinery.
- **Mechanical Works:** KPS noted that the exposed copper pipes should be painted out.
- **Electrical Works:** KPS noted that all redundant cables should be removed.

Instructions Issued:

- No instructions issued.



Figure 1: General View of Works.



Figure 2: General View of Existing Hall.



Figure 3: General View of First Floor.



Figure 4: Landscaping - Stone Paving and Manhole Cover.



Figure 5: Landscaping - Stone Paving and Manhole Cover.



Figure 6: Landscaping - Triangular Section of Land Cleared.



Figure 7: Completed Works to Bellcote.



Figure 8: Timber Repair Works - Remedial Works to Main Hall.



Figure 9: Timber Repair Works - Remedial Works to First Floor.



Figure 10: Existing Kitchen - Mullions to be Limewashed.



Figure 11: Existing Kitchen - Joinery to be Stained Dark.



Figure 12: Joinery - Door DG 02.



Figure 13: Drainage Works - Waste from Kitchen Reviewed.



Figure 14: Drainage Works - Waste from Kitchen Reviewed.

Copies:

Nether Alderley Parish Council
B&E Boys Ltd
Currie & Brown Ltd
WML Consulting Ltd
J. R. Book Consulting Engineer
Donn Management Ltd
KPS File

LUCY M. CROWTHER

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Nether Alderley Parish Council
VAT between 01/11/2024 to 30/11/2024

ENCLOSURE 3**PAYMENTS**

Voucher	Code	Date	Bank	Minute	Description	Supplier VAT Number & Name	Vat Type	Net	Vat	Total
106	Clerk's Salary	12/11/2024	Current Accoun	11 - 12/11/24	Clerks Salary	Nether Alderley Parish Council	X	582.95		582.95
107	Staff Travelling Expens	12/11/2024	Current Accoun	11 - 12/11/24	Clerks Mileage	Nether Alderley Parish Council	X	58.05		58.05
108	Staff Mobile Phone (C	12/11/2024	Current Accoun	11 - 12/11/24	Clerks Sim Card O2	Nether Alderley Parish Council	S	9.17	1.83	11.00
113	Clerk's Salary	12/11/2024	Current Accoun	11 - 12/11/24	HMRC Tax	HMRC	X	388.80		388.80
114	Employer NI	12/11/2024	Current Accoun	11 - 12/11/24	HMRC Ni Payment	HMRC	X	29.50		29.50
115	Professional Fees	12/11/2024	Current Accoun	11 - 12/11/24	Site Progress Meeting and Carr	737655010 Currie & Brown UK Ltd	S	294.63	58.93	353.56
120	Parish Hall Gas	05/11/2024	Current Accoun	11 - 12/11/24	Gas Supplier	188886622 Crown Gas & Power	L	47.36	2.37	49.73
121	Parish Hall Refurbishr	13/11/2024	Current Accoun	11 - 12/11/24	Valuation 7 Parish Hall Renovati	765346017 B & E Boys Ltd	S	78,272.46	15,654.49	93,926.95
122	CHAPS Payment	13/11/2024	Current Accoun	11 - 12/11/24	CHAPS Payment Valuation 7	Nat West Bank	X	23.00		23.00
123	PWLB Loan Repaymei	11/11/2024	Current Accoun	11 - 12/11/24	PWLB Interest and Capital Payr	Public Works Loans Board	X	1,983.58		1,983.58
								15,717.62		

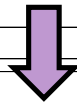
RECEIPTS

Voucher	Code	Date	Bank	Minute	Description	Customer Name	Vat Type	Net	Vat	Total
32	Section 106 Payment	13/11/2024	Current Accoun	11 - 12/11/24	Section 106 Payment for Parish	Cheshire East Council	X	164,539.79		164,539.79
33	Public Works Loan	05/11/2024	Current Accoun	11 - 12/11/24	Public Works Loans Board Final	Public Works Loans Board	X	99,965.00		99,965.00
34	VAT Repaid by HMRC	27/11/2024	Current Accoun	11 -10 -12-24	VAT Reclaim Month of October ;	HMRC	X	17,587.63		17,587.63
35	Green Communities Fu	19/11/2024	Current Accoun	11 10-12-24	Greener Communities Gant for	Cheshire East Council	X	6,000.00		6,000.00
36	Reserve Bank Account	30/11/2024	Reserve Accou	11 10-12-24	Interest Payment	Nat West Bank	X	0.55		0.55

Amount of VAT you can claim for this period is: £15,717.62

ENCLOSURE 4

Quarterly Budget Comparison & Outturn and Draft 2025/26 Draft Budet

Budget Heading	Budget 2024/25	Actual 1st QTR	Actual 2nd QTR	Actual 3rd QTR	Cumulative to end QTR 3	Estimated QRT 4	Estimated Outturn 2024/25	Draft Budget 2025/26	Notes
All Figures are excluding VAT									
PAYMENTS									
Staff Costs									
1 Clerks Salary	£12,500.00	£2,915.25	£2,914.65	£3,110.41	£8,940.31	£4,000.00	£12,940.31	£13,500.00	
Hall Caretaker & Cleaner	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£15,000.00	Estimate
Employer Pension	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£2,500.00	Possible Pension New Clerk
Employer NI	£500.00	£88.50	£88.50	£139.36	£316.36	£185.00	£501.36	£550.00	
Overtime	£500.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Back Pay	£333.30	£0.00	£0.00	£173.39	£173.39	£0.00	£173.39	£330.00	
	£13,833.30	£3,003.75	£3,003.15	£3,423.16	£9,430.06	£4,185.00	£13,615.06	£31,880.00	
Adminstration									
2 Pension Ill Health Insurance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Staff Training	£100.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£200.00	
Payroll Services	£350.00	£84.00	£0.00	£119.00	£203.00	£0.00	£203.00	£250.00	
Stationery	£450.00	£110.29	£68.43	£102.87	£281.59	£180.00	£461.59	£500.00	
Staff Travelling Expenses	£700.00	£104.85	£145.80	£150.75	£401.40	£230.00	£631.40	£650.00	
Staff Mobile Phone	£130.00	£27.51	£27.51	£27.51	£82.53	£45.00	£127.53	£140.00	
Other Admin costs/Office Equipment	£500.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£150.00	
Insurance	£3,250.00	£0.00	£0.00	£620.00	£620.00	£3,850.00	£4,470.00	£3,500.00	
Audit Fees	£650.00	£374.00	£0.00	£420.00	£794.00	£0.00	£794.00	£800.00	
Annual Subscriptions	£650.00	£626.80	£40.00	£0.00	£666.80	£0.00	£666.80	£700.00	
Honours Board	£150.00	£0.00	£0.00	£0.00	£0.00	£150.00	£150.00	£160.00	
Bank Safety Deposit	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Cloud Storage	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Council Meeting Expenses	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Councillor Training	£0.00	£0.00	£55.00	£25.00	£80.00	£100.00	£180.00	£200.00	
	£6,930.00	£1,327.45	336.74	1,465.13	3,129.32	4,555.00	£7,684.32	£7,250.00	
3 Parish Hall									
Hire of Hall (Public Events)	£300.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£300.00	
Parish Hall Expenses	£6,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£5,000.00	Could have pay pay Business Rates
Parish Hall Electricity	£6,000.00	£750.00	£0.00	£0.00	£750.00	£5,500.00	£6,250.00	£1,500.00	
Parish Hall Gas	£0.00	£0.00	£0.00	£47.36	£47.36	£0.00	£47.36	£5,500.00	
Parish Hall Refreshments	£0.00	£15.50	£0.00	£0.00	£15.50	£25.00	£40.50	£100.00	
	£12,300.00	£765.50	£0.00	£47.36	£812.86	£5,525.00	£6,337.86	£12,400.00	

Newsletter	£1,200.00	£0.00	£904.65	£0.00	£904.65	£1,000.00	£1,904.65	£2,700.00	
Community Fund Other	£3,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£3,000.00	
	£4,200.00	£0.00	£904.65	£0.00	£904.65	£1,000.00	£1,904.65	£5,700.00	
14 Earmarked Reserves									
<i>Insurance Excess</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	Decide new set of Earmarked Reserves and carry any unspent 2024/25 revenue and unspent 2024/25 renovation capital into them.
<i>Asset Mangmnt Conting</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>External Audit Conting</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>Hall Contingency</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>Boundary Signage</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>Kings Coronation</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>Bus Shelter Conting</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>Hall Heating Contingency</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>Tree Cutting Conting</i>	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
<i>All Earmarked Reserves in Parish Hall 6a & 6b above</i>	£136,136.36	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
	£136,136.36	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
15 General Reserves	£20,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	Carry over £20,000 from 2024/25
Total	£686,697.86	£37,686.61	£224,166.44	£305,143.42	£566,996.47	£162,817.17	£729,813.64	£77,165.36	
Total without Earmarked and General Reserves	£41,313.30	£5,883.70	£4,320.54	£8,427.55	£18,631.79	£18,265.00	£36,896.79	£77,165.36	
VAT on payments to date		£2,543.16	£10,463.69	£51,011.36	£64,018.21				
							<i>Estimated</i>	<i>Draft</i>	
RECEIPTS	Budget	QTR 1	QTR 2	QTR 3	Cumulative to end QTR3	Estimated QTR 4	Outurn 2024/25	Budget 2025/26	
1 Corr. of under/over payment Pension Contributions	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
2 Ill Health Insurance refund	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
3 P/Hall Electricity refund	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
4 Parish Hall Donations	£0.00	£200.00	£0.00	£400.00	£600.00	£0.00	£600.00	£0.00	
5 Parish Hall Rental Income	£2,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£10,000.00	Could be more?
6 Burial Fees	£3,800.00	£0.00	£2,580.00	£0.00	£2,580.00	£900.00	£3,480.00	£3,800.00	
7 Neighbourhood Plan	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
8 Greener Spaces Grants	£0.00	£0.00	£0.00	£6,000.00	£6,000.00	£0.00	£6,000.00	£0.00	
9 Community Newsletter	£215.00	£0.00	£0.00	£0.00	£0.00	£115.00	£115.00	£300.00	
10 Precept	£59,662.00	£29,831.00	£29,831.00	£0.00	£59,662.00	£0.00	£59,662.00	£60,402.00	Plus any Precept increase
11 CEC /CIL	£26,253.12	£26,253.12	£0.00	£0.00	£26,253.12	£0.00	£26,253.12	£0.00	May be CIL Payment in April
12 Alderley Edge Inst. Grant #	£47,775.00	£23,887.50	£0.00	£0.00	£23,887.50	£23,887.50	£47,775.00	£0.00	
13 Public Works Loan	£250,000.00	£0.00	£149,947.50	£99,965.00	£249,912.50	£0.00	£249,912.50	£0.00	

14	Greener Spaces Grant ~	£18,000.00	£18,000.00	£0.00	£0.00	£18,000.00	£0.00	£18,000.00	£0.00
15	JMC Transfer *	£21,000.00	£0.00	£0.00	£0.00	£0.00	£21,000.00	£21,000.00	£0.00
16	Section 106	£163,727.70	£0.00	£0.00	£164,539.79	£164,539.79	£0.00	£164,539.79	£0.00
17	Bank interest	£1,400.00	£232.47	£111.24	£1.16	£344.87	£100.00	£444.87	£200.00
18	Clean-up Grant	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
19	Refund - Hi-Viz Jackets	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
29	Other: - Advertising Fee	£0.00	0.00	0.00	£0.00	£0.00	£0.00	£0.00	£0.00
		£593,832.82	£98,404.09	£182,469.74	£270,905.95	£551,779.78	£46,002.50	£597,782.28	£74,702.00
	Less Renovation Income	£88,077.00	£30,063.47	£32,522.24	£1.16	£62,586.87	£22,115.00	£84,701.87	£74,702.00
	VAT repaid to date		£2,543.16	£10,463.69	£51,011.36	£64,018.21			
	Half Grant Rcd. #		£100,947.25	£192,933.43	£321,917.31	£615,797.99	£46,002.50	£597,782.28	
	Not Yet Received *								
	Duplicate Grant Paid. 50% refund in Parish Hall Payments~							Budget Shortfall	£2,463.36
	Notes:								
	<i>Each £1 rise in the 2025/26 precept from its current £90.08 will raise £670.54</i>								
	<i>To cover this Budget Shortfall shortfall we can either reduce the cost allocatiins or increase the precept by £3.67</i>								
	There are other unknow cost this year such as Hall staffing support costs which may exceed the £15,000 allocation								
	Also Hall, income from lettings after VAT may not raise the £10,000 income allocation								
	It may be prudent to consider a higher precept rise than £3.67								
	Also we need to make sure that there is an outurn saving from the renovation costs to carry over capital into next years earmarked reserves								
	We can review this report at the Council December Council Meeting and at Budget Meeting to be aranged soon after this meeting with a final decicion ot the								

Electricity Supply Agreement



ENCLOSURE 5

Contract Document

Product Type: New Business - You Fix	Agreement Ref Number: Q00054109	
Customer: Nether Alderley Parish Council	Company Registration Number:	
Supply Address: As set out in Appendix 1	Registered Address: Parish Hall, Congleton Road, Nether Alderley, Macclesfield, SK10 4TD	
Billing address above? – tick if yes: <input type="checkbox"/>	Billing address above? – tick if yes: <input type="checkbox"/>	
Billing Address (Other): Parish Hall, Congleton Road, Nether Alderley, Macclesfield, SK10 4TD	Supply Period: As set out in Appendix 1	
	Contract Start date As set out in Appendix 1	Contract End date As set out in Appendix 1
	MPAN: As set out in Appendix 1	
	Meter Serial No: As set out in Appendix 1	
Payment Method: Direct Debit Payment Term: 10 days	Forecast Annual Consumption (FAC): 12,357	
Micro Business Customer*? Yes <small>*Your company will automatically be classed as a Micro Business Customer if the forecast annual consumption shown is less than 100,000 kWh or you confirm that your company employs fewer than 10 employees and has an annual turnover (or balance sheet) less than €2 million. Our Principal Terms for Micro Business Customers can be found on our website at www.crowngas.co.uk Additional enquiries regarding Micro Businesses can be sent to our dedicated inbox hello@crowngas.co.uk</small>	Forecast Contractual Consumption (FCC): 11,670	
Energy Intensive Industries exemption*? <input type="checkbox"/> tick if no <input type="checkbox"/> tick if yes <small>*if yes, please provide a copy of your latest certificate.</small>		
Unit Charge (p/kWh) As set out in Appendix 1	Standing Charge (£/Day) As set out in Appendix 1	
The charges above exclude CCL and VAT which will be charged at the prevailing market rate.		

This contract document is subject to Crown Gas and Power 2 Limited General Terms & Conditions (the **Conditions**) and the Principal Terms, both of which are attached to this Contract Document and which, altogether, make up your Agreement with us. Smart metering In Home Display services are not currently supported through this commercial Supply Agreement. Data processing activities shall be carried out pursuant to the Conditions of this Agreement.

IF YOU HAVE AGREED YOUR CONTRACT THROUGH A BROKER, CROWN GAS AND POWER WILL PAY COMMISSION TO YOUR BROKER. THE COMMISSION WILL BE ONE OR BOTH OF THE FOLLOWING: (a) AN UPLIFT INCORPORATED INTO THE UNIT CHARGE YOU PAY (USUALLY EXPRESSED IN PENCE OR POUNDS PER KWH UPLIFT); AND (b) A FIXED PRICE UPLIFT INCORPORATED INTO THE STANDING CHARGE YOU PAY. FOR MORE INFORMATION ABOUT THESE CHARGES, PLEASE REFER TO OUR PRINCIPAL TERMS.

Acceptance of this Agreement is Legally Binding.

ACCEPTANCE FOR AND ON BEHALF OF THE CUSTOMER:		EMAIL ADDRESS FOR INVOICING (E-BILL):
AUTHORISED SIGNATURE:		clerk.napc@gmail.com
PRINT NAME: Mr David Naylor		GROUP UTILITIES MANAGER: David Naylor
POSITION: Parish Clerk and Responsible Financial Officer	DATE: 13/11/2024	GROUP UTILITIES MANAGER EMAIL ADDRESS: clerk.napc@gmail.com
COMPANY: (If Not Contracting Party): Nether Alderley Parish Council		GROUP UTILITIES MANAGER CONTACT TELEPHONE NUMBER: 07717244537

CGP Internal Use Only

ACCEPTANCE FOR AND ON BEHALF OF CROWN GAS & POWER 2 LIMITED:	PRINT NAME: Grace Morrow
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Electricity Supply Agreement



Appendix 1

NHH Site Schedule

Site Reference Number	Meter Details	Supply Address	Contract Start Date	Contract End Date	Forecast Contractual Consumption (FCC) (kWh)	Forecast Annual Consumption (FAC) (kWh)	Standing Charge (£/per day)	Unit Charge (pence/kWh)
CQ054109	Top Line: 03 801 004 MPAN: 1650000463114 MSN:	PARISH HALL, CONGLETON ROAD, NETHER ALDERLEY, MACCLESFIELD, SK10 4TD	20/11/2024	31/10/2025	11,670	12,357	1.31	25.387



Principal Terms for Micro Business Customers

These are the Principal Terms for Micro Business Customers only.

Your company will be considered a micro business if it meets one of the following criteria:

- You consume less than 100,000 kWh of electricity per year; or
- You have fewer than 10 employees and your annual turnover or annual balance sheet is no greater than €2 million

1. As a micro business customer:

- You are being provided with details of the Principal Terms for Micro Business Customers (see below)
- Within 10 working days of your Agreement being accepted, you will receive an additional copy of these Principal Terms, our General Terms and Conditions and a statement of the renewal terms which will apply at the end of your supply period
- You and/or an approved third party acting on your behalf will be contacted again at least 60 days before the end of your supply period with details of your renewal offer
- **These Principal Terms, our General Terms and Conditions and the contract document make up your Agreement with us and are legally binding**

2. How long is my Agreement for?

Your Agreement is for a fixed term. This starts on the supply date or 'start date' and ends on the 'end date' as shown on your contract document. More details can be found in our General Terms and Conditions Section 2. . . If there is a delay in your contract commencing, we may adjust your contract end date however if we do this, we will write to you and inform you of this change.

3. How do I end my Agreement with you and prevent out of contract rates from being applied?

Your contract will automatically terminate on your contract 'end date.' If you decide not to accept our renewal offer you will then be charged at our Out of Contract Rates from your contract 'end date' until you switch supplier or agree a new contract with us. See our General Terms and Conditions 2.2 for more details.

4. How do I switch supplier?

If you choose to switch supplier at the end of your Agreement, you should appoint a new supplier to take over from your renewal date and not before this date. In order to switch supplier, you must have paid all outstanding sums due to us under the terms of your Agreement. If you have not done this, we have the right to prevent your transfer. See our General Terms and Conditions 2.4 for more details. If you want to switch supplier before your 'end date' please see our General Terms and Conditions 2.13 for more details.

5. How much will I have to pay for the supply?

With the exception of Pass-Through Charges, our charges to you are calculated using the contracted rates you have agreed with us and the energy you have consumed (or are estimated to have consumed). Your contracted rates are found on the front of your contract but may be subject to change as we explain in this section. Our 'You Fix' product is our fixed price product which limits what changes can be made to your price over the duration of your contract with us. If you have agreed to a contract for any other product, we will try not to change your charges during your 'supply period'. Sections 7.2 and 12.4 of our General Terms and Conditions sets out the circumstances in which we may increase your charges. We will notify you in writing of any changes to your charges.

6. Will I incur any charges if I do not consume any electricity?

If you are on a unit rate only contract and consume (or are forecasted to consume) less than 1,000 kWh by your supply date anniversary, we reserve the right to charge you for any costs we incur in relation to the transportation and metering of electricity to your site. We will notify you in writing of any changes to your charges. See our General Terms and Conditions 5.3 for more details.



7. What will happen at the end of my Agreement with you?

We will contact you in writing at least 60 days prior to your 'end date' with details of your renewal offer. If you do not agree to our renewal offer then your contract will automatically terminate on your 'end date' and you will be charged at our Out of Contract Rates from your contract 'end date' until the date that you switch supplier or agree a new contract with us.

8. What happens if I do not renew my Agreement with you and I fail to switch supplier?

If you do not renew with us and you fail to switch supplier, you will be charged Out of Contract Rates from your contract 'end date'. Our **Out of Contract Rates will likely be higher than the contracted rates for your supply**. In this situation, you have the right to change supplier at any time subject to you paying our charges in full first. See our General Terms and Conditions 2.2 to 2.4 for more details or visit our website.

9. If my micro business status changes, should I let you know?

Yes. We need to make sure that we have all your latest details on record. You can let us know by emailing us on hello@crowngas.co.uk or contacting us via our website www.crowngas.co.uk please have your account number to hand. Copies of both our Principal Terms and our General Terms and Conditions are available on our website: www.crowngas.co.uk

10. Do I have any protection for how long a period you can back bill me?

Yes. Back bills that are issued are limited to a period of no more than 12 months. We do have the ability to bill beyond this, but only if we believe that your actions have prevented us from sending you an invoice (whether they be obstructive or constitute unreasonable behaviour). You should note that we are still allowed to chase you for non-payment of invoices irrespective of the date of issue. See our General Terms and Conditions 8.9 and 8.10 for more details.

11. Where in the Terms and Conditions can I find more information relating to the use and possible additional costs associated with carbon credits or REGOS?

Information relating to carbon credits and REGOS can be found in section 12.6 of our General Terms and Conditions. It should be noted that we have no obligation to purchase additional carbon credits or REGOS (or refund the customer), should your actual consumption exceed the original contract estimates. You will also be liable for any costs or losses associated should we have to either purchase or sell such items.

12. If I used a broker to negotiate my Agreement, are there any fees within my contract payable to them?

If you have used an energy broker (also known as a third-party intermediary) to arrange your contract with us, their fees may be included within your contract as an uplift to our offered rates. We can confirm that within your contracted rates the broker has included an uplift of **1.500 p/kWh** for every kWh of electricity you consume and also a daily standing charge uplift of **£0.00/day**, which equates to an estimated amount of **£175.05** payable to your broker over the full duration of your contract. If you have more than one meter in your contract the level of uplift may differ for each meter however it is usually the same. In circumstances where the level of uplift differs by meter, the highest uplift applied is shown above. For more information or a breakdown by meter you can contact us for more information by emailing us at hello@crowngas.co.uk.

13. How do I calculate the commission payable to my broker?

Where your broker has uplifted our offered rates, we pay your broker commission on one or both of the following bases: (a) an uplift in pence per kWh incorporated into the Unit Charge you pay; and (b) a fixed price uplift incorporated into the Standing Charge you pay. For example, we may offer your broker a single unit rate of 25.0p per kWh to which your broker applies an uplift of 0.5p per kWh so the contracted unit rate you would pay would be 25.5p per kWh. If your estimated annual electricity consumption was 15,000 kWh and your supply contract was for a period of 2 years, the total estimated commission your broker will receive would be £150 (0.5p x 15,000 / 100 x 2). If your electricity contract has multiple unit rates, the uplift will apply to all unit rates. Another example would be where we have offered your broker a Standing Charge of £1.20 per day and your broker uplifts this by £0.20 per day so the contracted daily Standing Charge you would pay would be £1.40 per day. If your supply contract was for a period of 2 years, the total commission your broker will receive would be £146 (0.2 x 730). The level of the uplift varies from contract to contract but generally it will not exceed 1.5p per kWh. **The level of uplift included within your supply contract is not determined by us and should be agreed between you and your broker when you procure their services.** For more help understanding broker fees you can email us at hello@crowngas.co.uk



14. I want to learn more about Security Deposits?

Information relating to Security Deposits, including our process and requirements can be found directly on our website. If you have a security deposit then the specific terms can be found in a separate Security Deposit Agreement. Our customer services team are also here to help if you have any specific questions.

15. What costs would I be liable for if I wanted to cancel (terminate) my Agreement

Once we have accepted an Agreement we are bound to supply the amount of Electricity set out in that Agreement. Like other energy suppliers, we “hedge” our purchases of Electricity, which means we purchase sufficient Electricity (at the prevailing market rates) when we accept the Agreement, to fulfil our contractual supply obligation over the contractual Supply Period. If the Agreement is terminated, we seek to recover these energy costs as part of a “Termination Fee” (as defined). The General Terms and Conditions allow Crown Gas & Power to determine whether the Termination Fee should be calculated with reference to “Formula A” (as defined) or whether it is a value based on all the losses we believe we will suffer as a result of your Agreement ending early.

A Termination Fee would also be payable by you should you move out of your business premises or remove your meter. These items are defined as a “Change of Tenancy” and paragraph 4.15 sets out how Crown Gas & Power would charge a Termination Fee in such an instance. For more information on Termination Fees as well as our rights to charge you, please see 4.15, Section 5 and 10.7 of our General Terms and Conditions.

Electricity Supply General Terms and Conditions

1. DEFINITIONS

IN THESE GENERAL TERMS AND CONDITIONS:-

- ‘**Act**’ means the Electricity Act 1989 (as amended) for the supply of electricity.
- ‘**Authority**’ means the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem).
- ‘**Actual Meter Readings**’ means a meter reading taken at the Site by Crown Gas & Power or an Agent, a meter reading taken remotely, or a meter reading taken by the Customer read from the Customer’s Meter.
- ‘**Affiliate**’ means, in relation to any company, a subsidiary of that company or a holding company of that company or any other subsidiary of that holding company.
- ‘**Agreement**’ means the arrangements under which Crown Gas & Power supplies the Customer with Electricity, the details of which are set out in the Contract Details (or Renewal Details) and these terms and conditions as set out below and as each may be supplemented or as amended by Crown Gas & Power from time to time. Where the context requires, “Agreement” shall include a Deemed Contract and a Renewal Agreement.
- ‘**Agreement Date**’ means the earlier of: (i) the date of signature of Crown Gas & Power (or its authorised agent) as specified in the Contract Details and/or the Renewal Details; or (ii) the date Crown Gas & Power emails the Customer (or its energy broker) agreeing the Contract Details and/or Renewal Details.
- ‘**Agent**’ means the person who is (or to be) appointed by Crown Gas and Power, Network Operator or Customer (as the case may be) to carry out particular installation, maintenance, data collection or other activities in relation to the Meter and/or Smart Metering Equipment, including those activities which are required to be carried out by particular qualified persons for the purposes of applicable Industry Rules.
- ‘**Agreed Capacity Charge**’ means a charge for the amount of Electricity that is reserved for the Customer’s Half-Hourly Meter to be used at any time expressed in pence per kilovolt ampere (kVA) per day, which is agreed between the Customer and the Network Operator and passed through from the Network Operator to the Customer by Crown Gas & Power.
- ‘**Ancillary Agreement**’ means a security deposit agreement and/or an extended payment terms agreement (as the case may be).
- ‘**Available Capacity**’ means the total agreed maximum amount of Electricity that the local Network Operator is required to make available in relation to the Customer’s supply, as set out in any contract between the Customer and the Network Operator.
- ‘**Change of Measurement Class**’ means a change to the Meter or configuration which relates to how consumption is measured as defined in Industry Rules.
- ‘**Change of Tenancy**’ means the Customer has either vacated, sold or otherwise disposed of the Site or the Customer’s use of the Meter has ended for some other reason including removal and/or De-energisation .

- ‘**Climate Change Levy**’ (CCL) means a levy charged to any industrial, commercial, agricultural, public or service sector user only subject to exclusions as more particularly set out in Schedule 6 of the Finance Act 2000 (as may be amended from time to time).
- ‘**Commission**’ means a payment made by Crown Gas & Power to the Customer’s energy broker which is, ordinarily, funded by applying an uplift to Crown Gas & Power’s base unit rate (in p/kWh) and/or an uplift to Crown Gas & Power’s base standing charge rate. Crown Gas & Power collects the commission from the Customer. The level of Commission is determined by the energy broker and represents payment for the services it provides to the Customer. More details are set out in clause 12.12.
- ‘**Compliance Year**’ means 1st April to the 31st March the following year.
- ‘**Confidential Information**’ means information of a confidential nature (including, without limitation, information of a commercial value) concerning Crown Gas & Power’s business and its products.
- ‘**Connection Point**’ means the exit terminal of a Meter or where no meter exists, a notional point where the customer is deemed to have taken responsibility for the electricity.
- ‘**Consumer**’ means the party consuming Electricity and/or receiving services at the Site and/or in connection with the Meter.
- ‘**Consumption Projection**’ means the projection, at the Agreement Date (or as subsequently varied with Crown Gas & Power’s consent) of how the Customer is expected to consume Electricity (with reference to day, time and volume) based on historic half hourly consumption data (where available) or data provided by the Customer or ElectraLink or other recognised industry sources.
- ‘**Contract Details**’ means those principal terms of the Agreement as set out in the document attached headed “Electricity Supply Agreement”, or “Renewable Electricity Supply Agreement” (whichever is applicable) and any schedule attached to that agreement and where the Agreement is arranged under the terms of a framework agreement, the Customer(s) specific details appearing in the relevant schedules to that agreement.
- ‘**Contract End Date**’ means date on which the supply of Electricity is stated, in the Contract Details to end.
- ‘**Contract Month**’ means a period of the term of this Agreement beginning at 00:00 hours on the first day of the Supply Period and ending at 00:00 hours on the first day of the next succeeding calendar month and each month thereafter.
- ‘**Contract Price**’ means the Unit Charge(s) for each Supply Period and the Standing Charge as set out in the Contract Details (or the Renewal Details) together with CCL (if any, chargeable at the rate applicable at the time of consumption), any other applicable third party charge and VAT to be paid by the Customer to Crown Gas & Power in respect of Electricity supplied.
- ‘**Contract Start Date**’ means the date on which the supply of Electricity is stated, in the Contract Details, to start.
- ‘**Contract Term**’ means the period between the Contract Start Date and the Contract End Date.
- ‘**Contract Year**’ means each consecutive period of twelve (12) Contract Months commencing at 00:00 on the first day of the Supply Period.
- ‘**Crown Gas & Power**’ means Crown Gas and Power 2 Limited (company number 11357910) who is licensed and authorised to supply Electricity to the Meter pursuant to an Agreement, Renewal Agreement or otherwise.

- ‘**Customer**’ means the party whose details are set out in the Contract Details (or the Renewal Details) or (where context requires) (i) a Consumer; or (ii) the party being supplied Electricity by Crown Gas & Power pursuant to a Deemed Contract.
- ‘**Data Protection Law**’ means the Data Protection Act 2018, UK GDPR, GDPR, E-Privacy Law, any relevant law implemented as a result of the UK GDPR, GDPR and E-Privacy Law and any successive data protection legislation.
- ‘**Demand Attribution Formula**’ means the methodology used by the relevant code administrator to forecast or allocate customer demand.
- ‘**Demand Side Management Contract**’ means in relation to a Site(s) any solution that may incentivise a Customer to reduce the amount of Electricity consumed.
- ‘**Deemed Contract**’ means a contract for the supply of Electricity where Crown Gas & Power has never entered into a contract with the Consumer and Electricity is still being supplied to the Meter and/or services are still being provided and as more particularly defined in paragraph 3(1) of Schedule 6 of the Act.
- ‘**Deemed Contract Rate**’ means the rates and charges which shall apply at any time to a Deemed Contract which are available at <http://www.crowngas.co.uk/>.
- ‘**De-energisation**’ means in relation to the Meter whereby the main fuse(s) is removed preventing Electricity flowing to or from the Site, which is still connected to the Electricity network. Electricity remains disconnected until it is reconnected and **De-energise** should be construed accordingly.
- ‘**Disconnection**’ means the physical removal of all metering equipment or cabling from the property by the appointed metering agent and/or Network Operator and **Disconnect** should be construed accordingly.
- ‘**EAC**’ means the estimated annual consumption of Electricity in kWh for each Meter as determined by historical consumption information (which may pre-date the Customer’s use of the Site).
- ‘**ECOES**’ means Electricity Central Online Enquiry Service.
- ‘**Electricity**’ means import electricity supplied by Crown Gas & Power.
- ‘**Electricity Charges**’ means the charges (based upon the Unit Charges) for Electricity used (or deemed to have been used) for which the Customer is liable.
- ‘**Energisation Date**’ means the date upon which mains fuses are inserted or any other steps are taken to enable Electricity to flow to a Connection Point.
- ‘**Energy Act**’ means the Energy Act 1976 (as amended).
- ‘**E-Privacy Law**’ means Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC, including without limitation the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law.
- ‘**Excess Capacity Charge**’ means a charge for instances when the Agreed Capacity has been exceeded. Expressed in pence per kilovolt ampere (kVA) per day, which is set by the Network Operator and passed through from the Network Operator to the Customer by Crown Gas & Power.

Excluded Loss’ means indirect or consequential loss.

‘Flex Product’ means the arrangement allowing the Customer to trade Electricity flexibly with Crown Gas & Power in connection with the supply of Electricity to the Customer’s Meter.

‘Flex Termination Fee’ means, in respect of a Customer who has the benefit of a Flex Product, the sum payable by the Customer upon termination of the use of the Flex Product or otherwise becoming due under the terms of the Flex Product.

‘Forecast Annual Consumption’ (FAC) means in respect of a Connection Point, any of the following recorded, notified or calculated at the time of contracting, the EAC, an estimated annual consumption calculated by Crown Gas & Power, an estimated annual consumption based upon historic consumption data, or an annual volume of Electricity agreed with the Customer.

‘Forecast Contractual Consumption’ (FCC) means the quantity of Electricity in kWh it is estimated will be consumed in each Supply Period under the Agreement as calculated by Crown Gas & Power by reference to the FAC and as set out in the Contract Details (or Renewal Details).

‘Formula A’ means ((FCC for the relevant Meter x 80%) less Paid Consumption)) x (Weighted Average Unit Charge less average of any uplift (in p/kWh) applied to Unit Charge by way of Commission).

‘General Data Protection Regulation or GDPR’ means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

‘Green Deal Plan’ means an agreement entered into under the governments “Green Deal” scheme.

‘Greener Sources’ shall mean the purchasing of carbon credits, renewable energy guarantees of origin (REGOs) and/or guarantees of origin (GoOs).

‘Half-Hourly Meter’ means a type of Meter that measures consumption data in multiple periods and is able to record such data in half-hourly periods.

‘Industry Rules’ means all relevant rules and requirements applicable to any Supply, including the Electricity Act (1989); the conditions of license granted by an authority in respect of the supply of electricity; the industry codes and agreements to which licensed suppliers of Electricity are required to adhere; any legislation or regulations which affects the conditions or costs of supply to any Site; any applicable connection agreement with a Network Operator.

‘Losses’ means all direct losses (including loss of profit), claims, proceedings, demands, liabilities, fines, charges, damages, costs and expenses including legal fees and disbursements and costs of investigation.

‘Maximum Agreed Consumption’ (MaxC) means in respect of each consecutive 12 month period from the Supply Date (or the Supply Period itself if shorter) the maximum quantity of Electricity the Customer can import as set out in the Contract Details (or Renewal Details).

‘Meter’ means in respect of a Site, the metering equipment (including SMART Metering Equipment and Half Hourly Meters) measuring the amount of Electricity used by the Customer. There may be more than one Meter at a Site.

‘Meter Installation’ means with respect to each Connection Point, the Meter and associated equipment installed or to be installed at each Site, including associated cabling, housing and mounting.

‘Meter Reader’ means the person appointed to undertake a Meter Reading.

‘Meter Reading’ means, in the following order of precedence: (i) the reading of the index of the Meter; or (ii) the data received from the SMART Metering Equipment.

‘Meter Work’ means all work to the Meter Installation including (without limitation) maintenance, repair and improvement and where the context requires, installation.

‘Micro Business’ means any business which meets the criteria set by Ofgem from time to time, for being treated as a micro-business.

‘Minimum Agreed Consumption’ (MinC) means in respect of each consecutive 12 month period from the Supply Date (or the Supply Period itself if shorter) the minimum quantity of Electricity in kWh the Customer can take as set out in the Contract Details (or Renewal Details).

‘Network Operator’ means the operator of the local distribution network.

‘Network Operator’s Equipment’ means the cables owned by the Network Operator and/or the cables for which the Network Operator is responsible.

‘Out of Contract Rate’ means the rate(s) and charges as published from time to time on Crown Gas & Power’s website <http://www.crowngas.co.uk>

Paid Consumption’ means in respect of the relevant Meter, the volume of Electricity consumed and paid for by the Customer.

‘Pass-Through Charges’ means Agreed Capacity Charges, Excess Capacity Charges and Reactive Power Charges or any other charges contracted on a pass-through basis.

‘Price Cap’ means the cap on the amount certain consumers can be charged for the supply of Electricity as calculated by Ofgem (or any successor organisation).

‘Product Type’ means, in respect of each Customer, the specific product type supplied by Crown Gas & Power as set out in the Contract Details (or Renewal Details).

‘Personal Data’ as defined in the Data Protection Law.

‘Prepayment Meter’ means a meter which enables the Customer to “pay as they go” for Electricity consumption.

‘Reactive Power Charge’ means a charge for the Electricity used to power up certain industrial and commercial equipment before working Electricity is used to operate it, such as equipment that generates a magnetic field before full operation, expressed in pence per kilovolt ampere reactive hours (kVARh). It is calculated by the Network Operator and passed through from the Network Operator to the Customer by Crown Gas & Power.

‘Registered Supplier’ in respect of each Meter means the Electricity supplier as recorded by ECOES.

‘Renewal Agreement’ means a new agreement for the supply of Electricity following expiry of the initial Supply Period, the details of which are set out in the Renewal Details.

‘Renewal Agreement End Date’ means date on which the supply of Electricity is stated, in the Renewal Details to end.

‘Renewal Agreement Start Date’ means the date on which the supply of Electricity is stated, in the Renewal Details, to start.

‘Renewal Agreement Term’ means the period between the Renewal Agreement Start Date and the Renewal Agreement End Date.

‘Renewal Details’ means those principal terms of the Renewal Agreement as set out in the document attached headed “Electricity Supply Agreement” or “Renewable Electricity Supply Agreement” (whichever is applicable) and any schedule attached to that agreement and where the Renewal Agreement is arranged under the terms of a framework agreement, the Customer(s) specific details appearing in the relevant schedules to that agreement.

‘Renewal Rates’ means the pence per kilowatt/hour unit rate, daily standing charge rate and all other applicable charges which Crown Gas & Power quotes the Customer when it contacts the Customer in accordance with clause 2.6 below.

‘Retail Energy Code’ means a set of obligations governing the practices of energy suppliers operating in the energy retail market.

‘Site’ means any location containing one or more valid Connection Points or a location at which the Customer requires and/or generates Electricity.

‘Site Transfer Fee’ means, at Crown Gas & Power’s option, the higher of (i) £100; and (ii) the product of ((the Weighted Average Unit Charge minus the relevant Price Cap unit rate(s)) multiplied by FAC) converted to pounds sterling by dividing by 100.

‘Siteworks’ means installation, alteration, removal/disconnection and replacement of utility infrastructure.

‘SMART Metering Equipment’ means any of the following (as applicable): (i) a data logging device attached to a Meter; (ii) an industry compliant communications capable smart metering system; or (iii) a Meter that (a) provides measured Electricity consumption data; and (b) is able to provide remote access to such data.

‘Standing Charge’ means the daily fixed charge (expressed as £x.xx per day unless stated otherwise) as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be). For the avoidance of doubt, more than one Standing Charge may apply depending upon Product Type.

‘Supplier of Last Resort’ means the procedure used by Ofgem to ensure customers receive continuity of supply of Electricity when the Registered Supplier ceases to trade.

‘Supply Date’ means the date on which: (i) Crown Gas & Power becomes the Registered Supplier; (ii) the Energisation Date; or (iii) the date on which Crown Gas & Power starts supplying the Customer pursuant to a Deemed Contract, whichever is the earlier.

‘Supply Period’ means: (i) the initial period commencing on the Supply Date and ending on the Contract End Date; (ii) any new period as set out in the Renewal Details; or (iii) any adjusted Supply Period under clause 2.8.

‘Termination Fee’ means, at Crown Gas & Power’s sole discretion, either: (i) a sum calculated in accordance with Formula A; or (ii) a sum equal to the Losses suffered and/or incurred by Crown Gas & Power arising from and/or in connection with the early termination of the Agreement either as a whole or in relation to any specific Meter.

‘UK GDPR’ means GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time).

‘**Unit Charge**’ means the charge(s) for Electricity expressed as pence/kWh as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be).

‘**VAT**’ means value added tax (or any other applicable sales tax).

‘**Weighted Average Unit Charge**’ means, as determined by Crown Gas & Power, the average of the Unit Charges payable by the Customer weighted with reference to actual consumption or a Consumption Projection.

‘**You Fix**’ means one of the Product Types.

Any term used in this Agreement shall have the meaning ascribed to it in this clause or if not defined in this Agreement as defined in the Industry Rules.

In this Agreement the singular includes the plural and vice versa and each of the masculine, feminine and neuter genders includes each of the others.

References to clauses are to the clauses in these terms and conditions.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. DURATION AND TERMINATION

- 2.1 This Agreement shall commence on the Agreement Date and shall remain in full force and effect until the end of the Supply Period unless terminated earlier in accordance with these terms and conditions. By entering into this Agreement, the Customer will (unless relevant Industry Rules provide otherwise) be deemed to have also enter into a standard connection agreement with the Network Operator.
- 2.2 At the end of the Supply Period (or termination of this Agreement for whatever reason, if earlier), Crown Gas & Power will continue to supply the Customer with Electricity subject to Crown Gas & Power’s then current terms and conditions, but at the Out of Contract Rate. The Customer shall remain liable to pay for any Electricity used (or deemed to have been used) by the Customer, together with the Standing Charge (both at the Out of Contract Rate) and CCL (if applicable) until the Customer has successfully switched to another Registered Supplier or entered into another Agreement with Crown Gas & Power.
- 2.3 The Customer may switch to another Registered Supplier at any time following the expiry of the Supply Period (or termination of this Agreement, if earlier) unless it has, already entered into another Agreement with Crown Gas & Power.
- 2.4 Notwithstanding any other term to the contrary in the Agreement or these terms and conditions and, without prejudice to its other rights and remedies, Crown Gas & Power may object to the switching of the Meter to another supplier should; (i) the switch date fall within the Supply Period; or (ii) the Customer has not consented to the switch (i.e. it is a potential “erroneous switch”); or (iii) the Customer is indebted to Crown Gas & Power and the charges are overdue.
- 2.5 Crown Gas & Power shall not be liable for Excluded Loss caused by any delay in the Customer switching to another Registered Supplier. Crown Gas & Power will only be liable for direct losses, costs and expenses caused by such delay where: (i) the delay is due to Crown Gas & Power’s breach of the Agreement; and (ii) Crown Gas & Power is solely responsible for that delay.
- 2.6 Where the Customer is a Micro Business, Crown Gas & Power shall use reasonable endeavours to contact the Customer (or its authorised energy broker) not less than sixty (60) days (or such other period as may be required by industry guidelines and/or regulations) prior to the end of the Supply Period to provide relevant renewal terms including the Renewal Rates for the purpose of the Customer entering into a Renewal Agreement.

- 2.7 Where it has provided the Customer with Renewal Rates (whether or not such Customer is a Micro Business), Crown Gas & Power reserves the right to amend the Renewal Rates to take account of any market fluctuations or changes in the wholesale price of Electricity prior to the Customer entering into the Renewal Agreement. All prices are strictly subject to availability at the time the Renewal Agreement is approved by Crown Gas & Power.
- 2.8 Where the Contract Start Date pre-dates the Supply Date Crown Gas & Power shall be entitled to: (i) adjust the Supply Period to the period commencing on the Contract Start Date and ending on the expiry of the Contract Term; and (ii) where applicable, make any consequential amendments to the Renewal Agreement Start Date and Renewal Agreement End Date. Where Crown Gas & Power has exercised its rights under this clause 2.8 it shall notify the Customer (or its authorised energy broker) of the new expiry date of the Supply Period(s) within ninety (90) days of the Supply Date.
- 2.9 Where the Supply Date is delayed (for whatever reason) through no default of Crown Gas & Power, Crown Gas & Power may terminate the Agreement forthwith and/or recover all Losses it suffers and/or incurs as a result of such termination and/or delay from the Customer.
- 2.10 If the Customer fails to comply with any of its obligations under this Agreement and/or breaches any of its warranties under this Agreement and, if capable of remedy, such failure and/or breach is not remedied within fourteen (14) days after Crown Gas & Power has given notice to the Customer requiring the failure and/or breach to be remedied, without prejudice to its other rights and remedies, Crown Gas & Power shall be entitled to: (i) De-energise and/or Disconnect the Meter; or (ii) suspend immediately its sale of Electricity to the Customer until such time as the failure and/or breach is remedied; or (iii) charge for Electricity at the Out-of-Contract Rate for as long as the failure and/or breach remains unremedied; or (iv) terminate this Agreement; or (v) deem the supply as an "erroneous switch" and allow the Meter to switch back to the previous registered supplier. The Customer shall be liable for all and any Losses Crown Gas & Power suffers and/or incurs arising out of or in connection with (i) any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement and/or (ii) Crown Gas & Power exercising its rights under this clause 2.10. All Losses which Crown Gas & Power suffers or incurs (or may suffer or incur) as a result of and/or in connection with the Customer's failure to comply with any of its obligations under this Agreement and/or the Customer's breach of any of its warranties under this Agreement, including Losses it suffers or incurs in De-energising and/or Disconnecting the Meter and/or suspending the sale of Electricity and any reinstatement of supply to the Customer shall be borne and paid by the Customer before resumption of supply commences.
- 2.11 In the event that Crown Gas & Power is in breach of any of its material obligations under this Agreement and, if capable of remedy, fails to remedy the breach within fourteen (14) days of being given notice by the Customer requiring such breach(es) to be remedied, the Customer may terminate this Agreement with immediate effect.
- 2.12 Crown Gas & Power may terminate this Agreement forthwith by written notice if the Customer: (i) ceases, or threatens to cease, to carry on its business; or (ii) Crown Gas & Power reasonably believes the Customer is insolvent; or (iii) the Customer becomes subject to any insolvency procedure (which, for liquidation includes the presentation of a winding up petition against it); or (iv) being an individual, applies for a voluntary arrangement or enters into some other scheme or arrangement with creditors or is unable to pay his/her debts within the meaning of Section 268 of Insolvency Act 1986 or presents a petition to the court for his/her bankruptcy or (v) terminates the appointment of its managing agent (or the appointment of the managing agent ends for some other reason). Crown Gas & Power may only terminate this Agreement under clause 2.12 (v) where the Customer has the benefit of a Flex Product.
- 2.13 Save as provided for under clause 2.11, the Customer may terminate this Agreement or Renewal Agreement (as the case may be) as a whole or in relation to a specific Meter (or Meters) prior to the expiry of the Supply Period only where there is a valid Change of Tenancy and subject to the procedure set out in clause 4.15
- 2.14 Without prejudice to any other provision in these terms and conditions, in the event Crown Gas & Power terminates this Agreement (for whatever reason) the Customer shall be liable for all Losses (including isolation and reinstatement fees) arising out of or in connection with such termination that Crown Gas & Power suffers or incurs.

- 2.15 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 2.16 In the event a Customer does not enter into an Agreement with Crown Gas & Power (including, where the Customer fails to complete and sign off the Contract Details), Crown Gas & Power shall supply Electricity to the Customer under a Deemed Contract to which the terms and conditions as set out in this Agreement shall apply (save where the context otherwise dictates) and Crown Gas & Power shall charge the Customer the Deemed Contract Rate for all Electricity used (or deemed to have been used) and the Standing Charge. The Customer will also be liable for the CCL and any other levies (if applicable).
- 2.17 A Deemed Contract and the application of Deemed Contract Rates shall continue until either; (i) the Customer enters into an Agreement or; (ii) until such point that Crown Gas & Power ceases to be treated by the Network Operator as the Registered Supplier in respect of the relevant Meter.
- 2.18 The Agreement or Deemed Contract (as the case may be) shall terminate should Ofgem (or other relevant authority) appoint another supplier to the Meter under the Supplier of Last Resort procedure.
- 2.19 Should a Deemed Contract arise following Crown Gas & Power's appointment as the new supplier to the Meter under the Supplier of Last Resort procedure, Crown Gas & Power will, to the extent agreed with Ofgem, take reasonable steps to honour any credit balance owed to the Customer.
- 2.20 Where Crown Gas and Power is not yet the Registered Supplier to the Meter and subject to it receiving all necessary, complete and accurate information in good time, Crown Gas & Power will switch the Meter to its supply as soon as reasonably practicable following the Agreement Date (and in any event within 21 days of that date or such other period as may be required by Ofgem from time to time) unless (i) the Contract Start Date determines otherwise; or (ii) the Customer terminates the Agreement in accordance with 2.13; or (iii) another supplier raises an objection to the transfer; or (iv) the Meter is part of a private supply network; or (v) Crown Gas & Power is prevented from completing the switch (or for operational reasons determines not to complete the switch) due to any other circumstances which is outside its direct control. In the situations listed in iii to v, subject to clause 2.21 Crown Gas & Power will switch the Meter as soon as reasonably practicable, and in any event, within 21 days of the date on which the issue is resolved (or within such other period as may be required by Ofgem).
- 2.21 Crown Gas & Power shall only be required to apply once to be appointed the Registered Supplier to the Meter after which Crown Gas & Power may terminate the Agreement forthwith if such application is unsuccessful. In the event the Agreement is terminated, or the appointment of Crown Gas & Power as the Registered Supplier is delayed, the Customer shall be liable for all Losses suffered and/or incurred by Crown Gas & Power as a result of such termination or delay.

3. WARRANTIES

The Customer represents warrants and agrees at the Agreement Date and, where the context requires, for as long as Crown Gas & Power is its Registered Supplier:

- 3.1 that it is the owner or occupier of each Site to which this Agreement relates;
- 3.2 that it has the authority to enter into this Agreement with respect to each Meter;
- 3.3 that it has the continuing ability and authority to fulfil the obligations of the Customer and to administer the rights of the Customer, as set out in this Agreement in respect to each Meter;
- 3.4 that it is appropriate for Crown Gas & Power to supply the Electricity pursuant to a commercial contract and not a domestic contract;
- 3.5 that the metered supply point has a measurement classification of either A, C, E, F or G (as defined in Industry Rules) (unless Crown Gas & Power has agreed otherwise in writing);
- 3.6 that it will not resell the Electricity to be supplied under the Agreement without Crown Gas & Power's prior written consent;

- 3.7 that Crown Gas & Power may deal solely with the Customer (save with consent where the matter is being dealt with through an energy broker) and rely solely on such dealings with the Customer in all matters relating to the purchase of Electricity at each Site, including but not limited to the giving and receiving of all notices and statements, the making and witnessing of all measurements and tests, the paying and receiving of all amounts due hereunder and the settlement of all disputes with respect thereto;
- 3.8 that all cables, wires, appliances, equipment and other facilities other than the Network Operator's Equipment, used in any way by the Customer in connection with Electricity supplied to the Customer under this Agreement:
- i. are used only for the purpose for which they were intended;
 - ii. are and will be operated so that they at all times remain compatible with the Network Operator's distribution system; and
 - iii. will at all times be properly maintained, serviced and kept in good order and repair; and
- 3.9 that in using Electricity supplied to any Meter under this Agreement, Customer shall apply the proper standards of safety;
- 3.10 where the Customer is not the Consumer, that the Consumer is not entitled to the Price Cap in relation to its Unit Charge and/or Standing Charge;
- 3.11 where an energy broker (which term shall, for the purposes of these terms and conditions include a managing agent) is dealing with Crown Gas & Power on behalf of a Customer that: (i) such energy broker has the Customer's authority to do so; and (ii) the energy broker has advised the Customer whether and, if applicable, how it will be paid for providing the services to the Customer; and
- 3.12 that the Meter is not subject to any active Green Deal Plan. Where a Meter becomes part of a Green Deal Plan or where Crown Gas & Power identifies that a Meter is (or will become) part of a Green Deal Plan at any time after the Agreement Date, then without prejudice to any of its other rights and remedies under these terms and conditions, Crown Gas & Power may terminate the Agreement as a whole (or at its option, in relation to the relevant Meter only) in accordance with clause 2.10.
- 3.13 that the Meter is not subject to any active Demand Side Management Contract. Where a Meter becomes part of a Demand Side Management Contract or where Crown Gas & Power identifies that a Meter is (or will become) part of a Demand Side Management Contract at any time after the Agreement Date, then without prejudice to any of its other rights and remedies under these terms and conditions, Crown Gas & Power may terminate the Agreement as a whole (or at its option, in relation to the relevant Meter only) in accordance with clause 2.10. In all cases the Customer shall be liable for all Losses suffered or incurred by Crown Gas & Power (at any time) arising from and/or in connection with the Meter being or becoming subject to any active Demand Side Management Contract.
- 3.14 that only the Customer (and not its Affiliates or a third party) shall make payments to Crown Gas & Power, except with Crown Gas & Power's express consent;
- 3.15 that the Customer, has neither done nor will do anything (whether directly or indirectly) that will prevent or delay Crown Gas & Power becoming the Registered Supplier for the Meter by the Contract Start Date; and
- 3.16 that the Customer has done and will continue to do everything necessary to allow Crown Gas & Power to become the Registered Supplier for the Meter by the Contract Start Date.

4. OBLIGATIONS OF THE CUSTOMER

The Customer shall comply with the terms of this Agreement and, without prejudice to the generality of the foregoing:

- 4.1 not interfere in any way with the Meter and/or SMART Metering Equipment and maintain both in good working condition;
- 4.2 at all times allow Crown Gas & Power, the Network Operator and/or their Agent access to each Meter for any purpose whatsoever connected with the supply of Electricity under this Agreement;
- 4.3 keep Crown Gas & Power informed as to the intended use of Electricity supplied and provide Crown Gas & Power with as much notice as possible of any matter or circumstance which may

affect the quantity of Electricity consumed (or to be consumed) or the pattern or timing of consumption of Electricity by the Customer for as long as Crown Gas & Power remains the Customer's Registered Supplier;

- 4.4 not install any apparatus, which may cause damage to the Network Operator's Equipment;
- 4.5 in the event of an emergency comply with all current applicable emergency procedures;
- 4.6 be responsible for all cables and apparatus after the Meter;
- 4.7 not request a quantity of Electricity which is in excess of the Network Operator's Available Capacity, or which is in excess of, or less than, the amount which the Network Operator's Equipment and/or Meter Installation is capable of delivering to the Site;
- 4.8 inform the Network Operator immediately it becomes aware of a matter or incident that either: (i) is a potential danger or requires urgent attention in connection with the supply or distribution of Electricity; or (ii) affects the security, maintenance and/or quality of service of the Electricity distribution network;
- 4.9 not cancel any appointment for Crown Gas & Power, the Network Operator or their Agent or subcontractors to attend the Site without first giving the relevant party forty-eight (48) hours prior written notice. For the purposes of this clause "relevant party" shall mean the party with whom the Customer had arranged the appointment. Without prejudice to any other provision of this Agreement, the Customer shall be liable for all costs, charges and expenses arising from its failure to comply with this clause;
- 4.10 in accordance with the agreed payment terms (or where no payment terms have been agreed, within ten (10) days of the date of invoice or demand), pay Crown Gas & Power, in full and without deduction or set-off, the Contract Price or (where appropriate) the Deemed Contract Rate or Out of Contract Rate together with, in all circumstances, all other sums due under the Agreement and/or in connection with the supply of Electricity to the Customer (and where there are more than one Customer or Consumer such obligation shall be joint and several);
- 4.11 where Crown Gas & Power is not the existing supplier of Electricity to the Meter promptly; (i) take all necessary steps; and (ii) comply with all requests, to ensure that the Meter is transferred to Crown Gas & Power as soon as reasonably practicable and indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.11;
- 4.12 as soon as reasonably practicable, provide Crown Gas & Power with evidence of any relief and/or exemption it is able to claim in connection with its Electricity consumption (Crown Gas & Power shall be under no obligation to apply such reliefs and/or exemptions to the Customer's charges where the Customer has failed to comply with this clause 4.12);
- 4.13 promptly provide Crown Gas & Power with accurate and complete information (whether or not requested by Crown Gas & Power), ensure that all information held by Crown Gas & Power relating to the Customer, the Site, the Meter and the Agreement is kept up to date and fully indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.13;
- 4.14 advise Crown Gas & Power immediately if any Meter is exchanged for another Meter or removed from the Site;
- 4.15 without prejudice to any other rights or remedies of Crown Gas & Power and/or other obligations of the Customer under this Agreement, in advance of any Change of Tenancy the Customer must give no less than twenty-eight (28) days' prior written notice to Crown Gas & Power of such Change of Tenancy (although Crown Gas & Power may in its discretion accept shorter notice or waive the requirement to give notice altogether) and promptly supply Crown Gas & Power with all and any information reasonably required (including any sale or tenancy agreement or any other relevant formal documentation including any that may be specified by the Retail Energy Code) to allow Crown Gas & Power to verify the Change of Tenancy. Where Crown Gas & Power supplies a number of Meters pursuant to the Agreement, the Agreement will continue in respect of the remaining Meters. The Agreement will only end (whether as a whole or only in relation to any specific Meter) once Crown Gas & Power, acting reasonably, is satisfied, that the Change of Tenancy is valid. Without prejudice to any other provision in these terms and conditions, where the Site and/or Meter is subject to a Change of Tenancy the Customer shall pay Crown Gas & Power (i) the Termination Fee and/or Flex Termination Fee in respect of each relevant Meter; and (ii) where the incoming party is entitled to the Price Cap the Site Transfer Fee. In addition to the

relevant Termination Fee/Flex Termination Fee and Site Transfer Fee (where applicable), the Customer will, also, remain liable to pay for all Electricity consumed in connection with the relevant Meter together with all associated charges up to: (i) the date of the valid Change of Tenancy; or (ii) the date that Crown Gas & Power receives the requisite notice of the Change of Tenancy and acceptable supporting evidence, whichever is the later. Once the Agreement ends either as a whole or only in respect of any specific Meter, Crown Gas & Power will continue to supply Electricity to the Meter, which was subject to the Change of Tenancy, pursuant to a Deemed Contract until Crown Gas & Power ceases to be the Registered Supplier or until the incoming Consumer enters into an Electricity supply agreement with Crown Gas & Power (whichever is the earlier). In addition, pursuant to clause 7.2(iii), Crown Gas & Power may increase the Contract Price and/or amend the Agreement in respect of any remaining Meters.

- 4.16 For the avoidance of doubt, until the Customer has provided Crown Gas & Power with the relevant notice together with all necessary information and documentation as required by clause 4.14 and clause 4.15; (i) Crown Gas & Power shall be under no obligation to consider the Change of Tenancy and/or removal of the relevant Meter from this Agreement, and (ii) unless Crown Gas & Power agrees otherwise, this Agreement shall remain in full force and effect in respect of any such Meter and the Customer shall remain liable to pay for any Electricity consumed (in the case of breach of 4.15), together with all related charges in the interim.
- 4.17 In the event that the Customer suffers any loss as a result of any action taken by the Network Operator and/or Crown Gas & Power (including its Agent), which is in compliance with the Industry Rules and which is not as a result of the Network Operator's and/or Crown Gas & Power's negligence, the Customer shall not bring any action or proceedings against Crown Gas & Power or the Network Operator and neither the Network Operator nor Crown Gas & Power shall have any liability to the Customer.
- 4.18 Where the Customer has appointed its own Agent in relation to a meter point at any time during which Crown Gas & Power is the Registered Supplier to the Meter, or at any time during the Agreement (whichever period is longer), the Customer will:
- i. upon request, promptly provide Crown Gas & Power with all information relating to the Agent that Crown Gas & Power may, from time to time require;
 - ii. provide Crown Gas & Power with details of the Agent on or before the Agreement Date. If the Customer fails to provide such details when required, Crown Gas & Power will appoint an Agent of its choice. Crown Gas & Power will be entitled to recover from the Customer all and any Losses it may suffer and/or incur as a result of and/or in connection with the Customer's breach of this clause and/or any change of Agent;
 - iii. ensure that its Agent is and remains appropriately qualified to provide the relevant services and to comply with the Industry Rules;
 - iv. pay any Losses which Crown Gas & Power may incur or suffer as a result of changes to the Meter Installation and/or services that have been (or ought to have been) carried out by the Customer's Agent (which for the avoidance of any doubt includes Crown Gas & Power consequently having to appoint its preferred Agent); and;
 - v. provide Crown Gas & Power with all relevant meter readings and consumption data at intervals specified by Crown Gas & Power as required to comply with Industry Rules irrespective of whether SMART Metering Equipment is installed.
- 4.19 Inform Crown Gas & Power prior to the Supply Start Date of any SMART Metering Equipment which may not be communicating accurately (or at all).
- 4.20 Notify Crown Gas & Power immediately of the installation (or change in use) of any on-site electricity generating equipment, including solar panels.
- 4.21 Comply fully with the Customer's obligations under any Ancillary Agreement; breach of this obligation shall be a material breach of this Agreement.

5. QUANTITIES

- 5.1 Crown Gas & Power will supply Electricity to the level of the MaxC provided always, however, that Crown Gas & Power's obligation to supply shall be limited to the Available Capacity of the Network Operator's connection and existing Meter Installation.

- 5.2 Without affecting the parties` rights and obligations under clause 5.3, if the Customer`s consumption of Electricity is not in line with the Consumption Projection, the Customer shall indemnify (and keep indemnified) Crown Gas & Power against all Losses and/or penalties Crown Gas & Power suffers or incurs as a result.
- 5.3 In respect of each Meter, where the FAC is more than 100,000 kWh or where a MinC and/or MaxC of more than zero is set out in the Contract Details:
- i. If the Customer received from Crown Gas & Power in any 12 month period (or the Supply Period if shorter) less than the MinC for that period, Crown Gas & Power shall be entitled to charge the Customer, and the Customer shall pay, an amount equal to the difference between the actual quantity received and the MinC multiplied by the Weighted Average Unit Charge; and
 - ii. If the Customer has received from Crown Gas & Power in any 12 month period (or the Supply Period if shorter) more than the MaxC (**MaxC Breach**) Crown Gas & Power shall be entitled to recover from the Customer all and any additional costs, expenses and charges, it suffers and/or incurs in connection with the MaxC Breach. Crown Gas & Power may do this by any one or more of the following methods (i) adjusting the Unit Charge(s) taking into account the prevailing market wholesale cost of Electricity relevant for the remainder of the Supply Period; (ii) increasing the Standing Charge to reflect any additional costs which may be incurred as a result of the MaxC Breach; and (iii) invoice the Customer for such additional costs, expenses and charges (calculated by Crown Gas & Power acting reasonably). Any changes to the Unit Charge(s) and Standing Charge will take effect from the first day of the MaxC Breach or in the absence of any Meter Readings, the date which Crown Gas & Power reasonably believes to be the first day of the MaxC Breach and will continue for the remainder of the Supply Period. For the avoidance of doubt, Crown Gas & Power may invoice the Customer for these additional costs, expenses and charges at any time following the MaxC Breach, including after the expiry of the Supply Period and/or termination of the Agreement and the Customer`s liability to pay these charges shall not be affected by the expiry of the Supply Period and/or termination of the Agreement whether a whole or in relation to any specific Meter.
- 5.3 In respect of each Meter where a Customer has consumed (or is estimated to consume) less than 1,000 kWh by each Supply Date anniversary Crown Gas & Power shall be entitled to recover from the Customer all costs incurred by Crown Gas & Power in connection with the supply and metering of Electricity to the Meter (including any standing charges) whether or not Electricity is consumed.
- 5.4 If the Customer anticipates that it will exceed the MaxC it must provide Crown Gas & Power with a written request, detailing its requirements for the additional supply at least 6 weeks prior to the date it anticipates the MaxC will be exceeded. In such circumstances:
- i. the Customer will be solely responsible for agreeing suitable increased capacity arrangements with the Network Operator; and
 - ii. Crown Gas & Power will use reasonable endeavours to accommodate the Customer`s request but will be under no obligation to do so; Crown Gas & Power reserves the right to charge the Customer for dealing with such request and increase the Unit Charge(s) and/or Standing Charge and any other applicable third party charges.

6. QUALITY AND MEASUREMENT

- 6.1 Crown Gas & Power may arrange for a Meter (or Meters) to be installed, as necessary, for the measurement of Electricity supplied under this Agreement. Where relevant, the Customer confirms that: (i) it is authorised to allow Crown Gas & Power and/or its Agent access to the Site; and (ii) the Customer will give Crown Gas & Power and/or its Agent full access (including remote access) to the Meter whenever access is required.
- 6.2 Where Smart Metering Equipment is installed, Crown Gas & Power and/or its Agent shall be entitled to take remote Meter Readings at any time.
- 6.3 If a Half Hourly Meter and/or SMART Metering Equipment is to be installed at any time during the Supply Period (such installation being at Crown Gas & Power`s or the Network Operator`s discretion) the Customer shall permit Crown Gas & Power and/or the relevant Agent such access

as is required to install the Half Hourly Meter and/or SMART Metering Equipment. Installation shall be at the Installer's cost if performed during normal working hours. If, however, ancillary equipment is deemed necessary for such installation, the Customer shall be responsible for all costs and expenses associated with that ancillary equipment.

- 6.4 If the Customer requires any data from the Half Hourly Meter and/or SMART Metering Equipment which exceeds a 12 month period, Crown Gas & Power reserves the right to charge an additional amount for such information.
- 6.5 If there is no Smart Metering Equipment at the Site or the Smart Metering Equipment that is at the Site is not communicating accurately (or at all), the Customer must provide Crown Gas & Power with Actual Meter Readings on a monthly basis. Crown Gas & Power will use such readings for billing purposes provided they are not inconsistent with the readings previously obtained by Crown Gas & Power or its Agent. Crown Gas & Power may, at its discretion, arrange for its Agent to attend the Site to obtain Actual Meter Readings.
- 6.6 If an Actual Meter Reading is not available or, where provided by the Customer, it is in Crown Gas & Power's reasonable belief inaccurate, Crown Gas & Power will estimate the amount of Electricity used by the Customer in the relevant billing period and will charge the Customer accordingly. Any such estimates shall be subject to reconciliations as actual or more accurate information becomes available to Crown Gas & Power. If an invoice covers a period of more or less than one calendar month, then Crown Gas & Power reserves the right to adjust the monthly invoice to reflect consumption for a calendar month.
- 6.7 Where Crown Gas & Power becomes aware that any Meter is or may not be functioning properly, then subject to clause 6.8, Crown Gas & Power will arrange for its Agent to inspect that Meter.
- 6.8 Where the Customer owns the Meter, the Customer is responsible for ensuring that it functions properly at all times, provides timely and accurate consumption data (as the case may be) and complies with Industry Rules. With the prior consent of Crown Gas & Power, the Customer will be responsible for instructing an Agent to maintain and repair its Meter. If Crown Gas & Power is not satisfied that the Customer is complying with Industry Rules, then Crown Gas & Power reserves the right to take action as described in 6.7, and recover any Losses it suffers and/or incurs directly from the Customer as set out in 4.18(iv).
- 6.9 In order to comply with Industry Rules, Crown Gas & Power may instruct its Agent to carry out a Change of Measurement Class in relation to the Meter in order to record, charge and settle Electricity consumption on a half hourly basis. The Customer will provide Crown Gas & Power and its Agent with all necessary access in accordance with clause 4.2.
- 6.10 The Customer may request that the Meter be verified for accuracy. The Customer shall, initially, be liable for all the costs and charges of and associated with such verification process (**Verification Charges**) which must be paid to Crown Gas & Power in full prior to the examination and/or testing of the Meter. Pending the results of such examination and/or testing, the Customer must pay Crown Gas & Power's invoices in full as and when they fall due. Where the Meter is found to be recording inaccurately Crown Gas & Power shall: (i) at its option, either refund any overpayment or apply a credit to the Customer's account; and (ii) refund the Verification Charges.
- 6.11 The reading shown on the Meter shall be conclusive evidence of the quantity of Electricity consumed in the absence of manifest error or proven fault of the Meter.
- 6.12 Crown Gas & Power does not support any type of Prepayment Meters. To the extent that for any reason that a Site has a Prepayment Meter installed, the Customer must notify Crown Gas & Power before the Supply Start Date. On being notified that a Prepayment Meter is installed at the Site, Crown Gas & Power will be entitled at its option either: (i) to arrange, for a replacement Meter to be installed and to recover from the Customer any costs and expenses it incurs in relation to the removal and installation of the Meter; or (ii) to terminate the Agreement with immediate effect in relation to the relevant Meter and recover all Losses arising from and/or in connection with such termination from the Customer.

7. CONTRACT PRICE

- 7.1 Subject to any other term of the Agreement, Crown Gas & Power will charge the Customer the Contract Price in connection with the supply of Electricity to the Meter. The Contract Price is exclusive of VAT or any other tax, duty or imposed levy on the sale, consumption or use of the

Electricity, Crown Gas & Power shall be entitled to add VAT at the prevailing rate and to adjust any amount invoiced to reflect any other tax duty imposed on the sale of Electricity from time to time.

7.2 Notwithstanding any other term to the contrary in the Agreement Crown Gas & Power shall be entitled at any time and on any number of occasions:

- i. on twenty-eight (28) days' notice to increase the Contract Price and/or amend the Agreement as a result of: (a) any change(s) in Crown Gas & Power's arrangements or costs in relation to and/or in connection with the purchase, supply, metering, transmission and/or distribution of Electricity (where the Product Type is not You Fix); and/or (b) any regulations set, introduced or imposed by the Government or any regulator, including, but not limited to, any increase in VAT, levies or any duties or imposts; and/or (c) any mutualisation charges for which Crown Gas & Power is or becomes liable; and/or (d) any charges for which Crown Gas & Power becomes liable as a result of supplier failure and/or insolvency; and/or (e) any material change in balancing costs; and/or (f) any national shortage of Electricity or any other event that impacts the availability of Electricity in the UK; and/or (g) the imposition of market wide half hourly settlement.
- ii. to increase the Contract Price and/or amend the Agreement and/or pass on to the Customer any penalties, costs and expenses incurred and/or to increase the Contract Price as a result of the Customer failing to provide accurate and complete information: (a) as at the Agreement Date; and (b) promptly, thereafter, for as long as Crown Gas & Power remains the Customer's Registered Supplier;
- iii. to increase the Contract Price and/or amend the Agreement where there is a reduction in the number of Meters receiving Electricity pursuant to this Agreement;
- iv. to increase the Contract Price where the Customer is (or has been) in breach of agreed terms to pay Crown Gas & Power by direct debit;
- v. to increase the Contract Price where the Customer's Electricity consumption is not in line with the Forecast Annual Consumption;
- vi. to increase the Contract Price and/or amend the Agreement where the contracted measurement classification and/or profile class for the Meter is different to the actual measurement classification and/or profile class for the Meter;
- vii. to increase the Contract Price to take account of Losses Crown Gas & Power suffers or incurs (or may suffer or incur) as a result of the Customer failing to comply with its obligations under this Agreement and/or at any time being in breach of any warranties it has given in these terms and conditions.

7.3 Crown Gas & Power will be allowed to charge the Customer for any Siteworks it arranges.

7.4 Crown Gas & Power will be entitled to recover from the Customer any additional charges imposed on it by the Network Operator where the Meter exceeds its Available Capacity as set out in clause 4.7.

7.5 Crown Gas & Power will be entitled to recover from the Customer any Pass-Through Charges imposed by the Network Operator.

8. BILLING AND PAYMENT

8.1 Crown Gas & Power shall, prior to entering into this Agreement, undertake credit checks on the Customer. The Customer agrees to Crown Gas & Power sharing its payment history with credit reference agencies. If, at any time during this Agreement, the Customer's credit risk becomes unacceptable to Crown Gas & Power (or its credit insurer), Crown Gas & Power may request a third party guarantee and/or a security deposit for an amount to be determined by Crown Gas & Power acting reasonably. Unless an acceptable third party guarantee and/or security deposit is put in place within ten (10) days of its request, without prejudice to its other rights and remedies, Crown Gas & Power may terminate the Agreement on giving the Customer not less than fifteen (15) days' notice.

8.2 Ordinarily, Crown Gas & Power will invoice the Customer in arrears for Electricity delivered. Where a Change of Tenancy has occurred and/or where the Customer's credit risk becomes unacceptable to Crown Gas & Power, Crown Gas & Power may, from time to time and with prior notification, charge the Customer in advance for Electricity to be delivered. In the absence of a

valid Meter Reading (for whatever reason), Crown Gas & Power may invoice the Customer based on its estimate of the quantity of Electricity delivered to the Customer during the relevant billing period. Where it decides to invoice the Customer in advance, Crown Gas & Power may invoice the Customer based on its estimate of the quantity of Electricity that will be delivered to the Customer during the relevant billing period. Crown Gas & Power will make all reasonable efforts to post or email monthly invoices (“e-billing”) to the Customer detailing the quantity of Electricity delivered (or estimated to be delivered) and the Contract Price of the Electricity. Crown Gas & Power, however, reserves the right to invoice the Customer for such periods and at such intervals as it sees fit.

- 8.3 Crown Gas & Power’s charges become due on the date of invoice and are payable within 10 days of the date of invoice (unless otherwise agreed) save that a Termination Fee and/or Flex Termination Fee become due and payable on the date of invoice. Payment shall be made by the method as set out in the Contract Details or the Renewal Agreement (as may be varied by Crown Gas & Power from time to time). If payment is to be made by direct debit, the Customer shall at all times ensure there are sufficient available funds in its account to meet such direct debits. All Crown Gas & Power direct debits for the amount due for Electricity delivered (or estimated to be delivered) will be taken from the Customer’s bank account ten (10) days after the date of invoice unless agreed otherwise. All other sums for which the Customer may become liable under this Agreement shall become due on the date of invoice or demand and payable within ten (10) days from the date of invoice or demand (as the case may be). Crown Gas & Power is under no obligation to accept payment from any party other than the Customer named in the Contract Details or Renewal Details (as the case may be) or the party being supplied Gas by Crown Gas & Power pursuant to a Deemed Contract.
- 8.4 Subject to clause 8.9, if the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due: (i) the Customer shall notify Crown Gas & Power in writing as soon as possible and in any event no later than fourteen (14) days from the date of the relevant invoice (if the Customer fails to notify Crown Gas & Power of the dispute within fourteen (14) days as required, the Customer will be deemed to accept the charges in full and waives any claims it may have in respect of the amount of the invoice); (ii) the Customer’s failure to pay charges validly disputed in accordance with this clause 8.4 shall not be a breach of the Agreement or Renewal Agreement (as the case may be); (iii) the Customer shall pay the balance of the invoice which is not in dispute by the due date for the payment of the invoice; and (iv) once the dispute has been resolved, where the Customer is required to make a balancing payment, it shall do so within seven (7) days and such balancing payment will also include a sum representing interest on the outstanding and due amount at the rate set out in clause 8.5 from the date the original invoice became due to the date of payment.
- 8.5 If payment has not been received by the due date Crown Gas & Power may charge interest on the overdue amount from the due date at a rate of 6% per annum above Barclays Bank Plc base rate in force at the time.
- 8.6 If the Customer fails to set up or, at any time cancels, its direct debit arrangement without prior consent in writing from Crown Gas & Power, or the direct debit mandate is not effective, Crown Gas & Power may increase the Unit Charge by 2.0p/kWh and charge the Customer an administration fee of £1.00 per day which shall be added to the standing charge until payment by direct debit is established or resumed.
- 8.7 If Crown Gas & Power is supplying the Customer (or any associated business or Affiliate of the Customer) with Electricity to more than one Meter under this Agreement (or a number of agreements), Crown Gas & Power shall be entitled to transfer or credit monies between the accounts of the Customer (or any associated business or Affiliate of the Customer) where monies are outstanding or where monies paid have been misallocated between such accounts.
- 8.8 The Customer shall have no right of set-off against any monies due to Crown Gas & Power under this Agreement or otherwise. Crown Gas & Power may at any time, without notice to the Customer, set off any liability of the Customer (or any associated business) to Crown Gas & Power against any liability of Crown Gas & Power to the Customer (or any associated business), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement and/or any Deemed Contract. If the liabilities to be set off are expressed in different currencies, Crown Gas & Power may convert either liability at a market rate

of exchange for the purpose of set-off. Any exercise by Crown Gas & Power of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement, any Deemed Contract or otherwise.

8.9 Subject to 8.10, where Crown Gas & Power issues an invoice to a Micro Business Customer or otherwise seeks to recover charges for a quantity of Electricity and/or Standing Charge (or any other type of supply charge) from that Micro Business Customer, then the quantity of Electricity and/or Standing Charge (or any other type of supply charge) which is itemised on the invoice shall be limited to an amount which could have reasonably be considered to have been consumed and/or accrued within the twelve (12) months preceding the invoice date.

8.10 Paragraph 8.9 does not apply in the following circumstances:

- i. where Crown Gas & Power has raised an invoice in a manner which has complied with paragraph 8.9 and, due to non-payment is continuing to take steps to obtain payment for the quantity of Electricity and/or Standing Charge (or other types of supply charge);
- ii. Crown Gas & Power has been unable to issue an invoice for the correct amount of Electricity consumed due to obstructive or manifestly unreasonable behaviour of the Micro Business Customer.

8.11 If Crown Gas & Power agrees to accept payment of its charges by credit card, Crown Gas & Power may charge an additional fee to cover the costs associated with credit card payments.

9. FORCE MAJEURE

9.1 Either party shall be relieved from the consequences of failing to perform its obligations under this Agreement to the extent that such failure is the result of an Event of Force Majeure.

9.2 An 'Event of Force Majeure' shall mean any event or circumstances beyond the reasonable control of either party resulting in the failure by that party to fulfil any of its obligations under this Agreement and which shall include:

- i. damage to, or failure, breakdown of physical inoperability of the Network Operator's transmission system, the Network Operator's Equipment and/or Meter and/or the facilities of the Customer at any Site;
- ii. non-availability of supplies of Electricity from the Network Operator;
- iii. act of Government, national, municipal or other governmental agency, whether domestic or foreign;
- iv. epidemic or pandemic;
- v. war declared or undeclared, military invasion and/or occupation civil war, riot or civil disturbance (whether or not any part of the UK is directly involved); or
- vi. strike, lock-out or other industrial action, provided however that in no event shall either party be relieved from liability in circumstances in which the Event of Force Majeure could have been prevented or overcome by the exercise by it of reasonable efforts.

9.3 The parties shall not be relieved by reason of an Event of Force Majeure from any obligation to indemnify or to make any payments due under the Agreement.

10. RISK AND OWNERSHIP

10.1 Crown Gas & Power warrants that the Customer will obtain good title to the Electricity supplied in accordance with the terms of this Agreement and such Electricity will be free of all liens, charges and adverse claims.

10.2 Title to and risk in the Electricity received by the Customer shall pass to Customer at the Connection Point after the Meter.

10.3 Subject to clause 10.4, neither Crown Gas & Power nor the Customer shall in any circumstances be liable to the other whether in contract, tort (including negligence), equity, breach of statutory duty under any indemnity or otherwise for any Excluded Loss.

10.4 Nothing in this Agreement shall exclude or restrict the liability of either party:

- i. for death or personal injury resulting from negligence; or
- ii. for fraud or fraudulent misrepresentation; or
- iii. under the Consumer Protection Act 1987; or

- iv. for breach of the implied conditions as to title and quiet possession implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 10.5 Subject to clauses 10.3 and 10.4 Crown Gas & Power's total liability in respect of all other losses arising under or in connection with this Agreement whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise shall not exceed the cost of the Electricity supplied in the previous twelve (12) Contract Months or the period for which the Electricity has been supplied, whichever is the shorter.
- 10.6 The Customer shall indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties Crown Gas & Power suffers and/or incurs arising out of or in connection with: (i) any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement; and/or (ii) Crown Gas & Power exercising its rights under clause 2.10 of this Agreement; and/or (iii) termination of this Agreement save where termination is due to Crown Gas & Power's material breach; and/or (iv) De-Energisation or Disconnection due to the Customer's breach of its obligations and/or warranties under this Agreement.
- 10.7 Any provision in this Agreement, allowing Crown Gas & Power to recover its Losses from the Customer is in addition (and without prejudice) to Crown Gas Power's other rights and remedies under this Agreement or otherwise.
- 10.8 The rights and remedies of the Customer provided under this Agreement are exclusive of, and not in addition to, any rights or remedies provided by law.

11. PERSONAL DATA

- 11.1 Where the Customer (or its authorised energy broker) provides Personal Data to Crown Gas & Power, the Customer confirms that: (i) it has obtained the permission of the relevant individual(s) to provide such Personal Data to Crown Gas & Power; and (ii) that the relevant individual(s) agrees that the Personal Data can be used for the purposes set out in this Agreement. The Customer shall notify Crown Gas & Power immediately in writing to hello@crowngas.co.uk should the relevant individual(s) withdraw this permission at any time and will indemnify (and keep indemnified) Crown Gas & Power against all and any Losses and penalties arising as a result of or in connection with the Customer's breach of this clause 11.1.
- 11.2 Crown Gas & Power or its authorised agents may collect and use Personal Data (including data relating specifically to this Agreement):
 - i. to carry out our obligations under this agreement;
 - ii. to contact the Customer (including by post, e-mail, phone, text or other forms of electronic communications) for a legitimate reason to provide information, products or services which Crown Gas & Power believes may interest the Customer, or to carry out market research (except where the Customer has asked that the relevant individuals are not contacted for such purposes);
 - iii. to carry out quality assurance checks;
 - iv. to help to prevent and detect fraud;
 - v. for matters relating to health and safety; and
 - vi. if Crown Gas & Power is under a duty to disclose the Personal Data for legal or regulatory reasons to third parties such as the police, Ofgem or other regulatory body or authority.
- 11.3 Crown Gas & Power is a data controller of such Personal Data for the purposes of the Data Protection Law.
- 11.4 Where Crown Gas & Power processes a Customer's Personal Data, that Customer has the following rights in relation to such data:
 - i. the right to know what data is being processed;
 - ii. the right to access that data;
 - iii. the right to rectify any errors in the data;
 - iv. the right to have such data erased;
 - v. the right to restrict the further processing of the data;
 - vi. the right to receive the data (or have the data transferred to another organisation) in a structured and machine readable format (commonly called the "right to data portability");

- vii. the right to object to further processing of the data; and
- viii. rights in relation to automated individual decision-making and profiling (an example of such automated decision-making and profiling would be credit scoring).

11.5 Further details relating to how Crown Gas & Power processes Personal Data as well as Customer data protection rights can be found within the privacy notice, a copy of which can be viewed on www.crowngas.co.uk.

12. MISCELLANEOUS

- 12.1 Crown Gas & Power may assign, transfer or novate this Agreement provided that the assignee, transferee or incoming party holds a valid licence to supply Electricity approved by the Director General of Electricity Supply (or its successor) and the Customer shall promptly execute and deliver such documents and perform such acts as may be required to give effect to such assignment, transfer or novation. The Customer may not assign, transfer or novate this Agreement without the prior written consent of Crown Gas & Power.
- 12.2 Any notice to be given pursuant to this Agreement shall be in writing and may be served by personal delivery or first class post or by email to the parties at their respective addresses as set out in the Contract Details or the Renewal Details and shall be deemed to be given when received at such addresses on the day when personal service is effected or if by post two (2) days after the date of posting or in the case of email upon acknowledgement from Crown Gas & Power of receipt of the email.
- 12.3 This Agreement shall be governed by and constructed in accordance, with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales as the proper legal forum for the settlement of any dispute which cannot be settled by agreement between parties within fourteen (14) days of the same arising.
- 12.4 Crown Gas & Power reserves the right, at any time, to make such changes to these terms, as it deems necessary, for operational reasons including (without limitation) to ensure continuity of supply of Electricity for the Supply Period and/or to comply with its legal and/or regulatory obligations. The Contract Price shall remain the same for each Supply Period (save as provided for by (i) clauses 2.10, 5.3, 7.2, 7.4, 7.5 and 8.6 (or any other relevant clause(s) of this Agreement); or (ii) to reflect any variation to the Standing Charge).
- 12.5 Crown Gas & Power may vary the Out of Contract Rate and/or the Deemed Contract Rate at any time on notice by publishing the revised rate(s) on its website. The new rates will take effect from the date stated on the website.
- 12.6 If requested, Crown Gas & Power may, at the Customer's expense, assist the Customer to offset, or reduce, its carbon emissions by purchasing carbon credits or renewable energy guarantees of origin (**REGOs**) to satisfy the Customer's contractual requirements. Crown Gas & Power shall determine the number of carbon credits or REGOs to be purchased at any one time and, also the timing of such purchases and reserves the right to purchase sufficient carbon credits or REGOs to satisfy actual consumption rather than FAC or FCC. Crown Gas & Power shall be under no obligation to purchase additional carbon credits or REGOs (or refund the Customer) should actual Electricity consumption be above either the FAC or FCC. At its discretion, Crown Gas & Power may: (i) cease the delivery of renewable Electricity and remove any relevant renewable energy premiums from relevant consumption; or (ii) purchase additional REGOs at the Customer's expense to satisfy the Customer's actual Electricity consumption taking into consideration REGO prices for each Compliance Year. The Customer shall be liable for any Losses suffered or incurred by Crown Gas & Power arising from and/or in connection with purchasing any additional REGOs or in selling any unused REGOs where the Customer has consumed below the MinC. Crown Gas & Power will be entitled to use guarantees of origin (GoOs) in place of REGOs where appropriate. Compliance with all relevant legal and/or regulatory requirements and/or obligations remains the Customer's responsibility.
- 12.7 The Customer or an authorised signatory on the Customer's behalf may use an electronic signature on the Contract Details or Renewal Details, subject to verification of the signature in accordance with Crown Gas & Power's authentication process.

- 12.8 The Customer agrees that it shall at all times (both during the term of the Agreement and after its termination) keep confidential, and shall not use without the prior written consent of Crown Gas & Power, disclose to any third party any Confidential Information unless the information was: (i) public knowledge; or (ii) subsequently becomes public knowledge other than by breach of this clause; or (iii) subsequently comes lawfully into the possession of the Customer from a third party. Nothing in this Agreement shall prevent the Customer from disclosing Confidential Information when required to do so by a mandatory provision of applicable law, any court of competent jurisdiction, the rules of a relevant stock exchange on which the Customer's shares are listed or quoted or an appropriate regulatory body.
- 12.9 The failure of Crown Gas & Power to exercise or enforce any rights under the Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 12.10 Where the Customer has instructed an energy broker with whom Crown Gas & Power does not ordinarily work, Crown Gas & Power may require the Customer to email Crown Gas & Power at hello@crowngas.co.uk with confirmation of those instructions in addition to providing a valid letter of authority.
- 12.11 In accordance with Industry Rules, Crown Gas & Power is not a Feed In Tariff (FIT) licensee and is not able to make payments under the government's FIT scheme. The Customer should contact its FIT provider to discuss the options available prior to entering into this Agreement.
- 12.12 Crown Gas & Power will, ordinarily, pay Commission to the Customer's energy broker. The Commission will be one or both of the following: (a) an uplift in pence per kWh incorporated into the Unit Charge(s) the Customer pays; and (b) a fixed price uplift incorporated into the Standing Charge the Customer pays. For example, Crown Gas & Power may offer the Customer's energy broker a unit rate of 25p per kWh to which the energy broker applies an uplift of 0.5p per kWh. The Customer would, therefore, pay a Unit Charge of 25.5p per kWh. If the estimated annual Electricity consumption was 15,000 kWh and the Customer's supply contract was for a period of 2 years, the total estimated commission the energy broker would receive would be £150 (0.5p x 15,000 / 100 x 2). The uplift would typically apply to all unit rates e.g. day and night rates. Another example would be where Crown Gas & Power has offered the Customer's energy broker a standing charge of £1.20 per day and the energy broker uplifts this by £0.20 per day, the Customer would pay a Standing Charge of £1.40 per day. If the Customer's supply contract was for a period of 2 years, the total Commission the Customer's energy broker would receive would be £146. The level of the uplift varies from contract to contract but generally it will not exceed 1.5p per kWh. The level of uplift included within the Customer's supply contract is not determined by Crown Gas & Power and should be agreed between the Customer and its energy broker when the Customer procures the energy broker's services.
- 12.13 In the case of a Micro Business Customer only, the Customer may request Crown Gas & Power to provide details of any commission paid or payable in respect of the full duration of the Agreement. Crown Gas & Power will provide the Micro Business Customer with such information expressed in £pounds and where possible these figures will be actual, rather than estimated, amounts.
- 12.14 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions. If any provision or part-provision of this agreement is deemed deleted under, this clause 12.14 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.15 The Customer shall promptly provide all information and/or documentation reasonably required by Crown Gas & Power to audit the Customer's compliance with its obligations under this Agreement.

Audit trail

Title	Nether Alderley Parish Council Contract Pack Signed.pdf
File name	Nether_Alderley_Parish_Council Contract Pack Signed.pdf
Document ID	eyJpdil6lkh5ci9JdXcrSjhSMGNtaHVWamFCZmc9PSlslhZhbHVlIjoiYmQ2ZThjNjUwNDM2MmMwYWZlNDc2MTBlOTg5N2M2ODgwYjYxM2JkZDVjM2ViODZkN2VmZSIsInRhZyI6Ij9
Audit trail date format	DD / MM / YYYY
Status	Signed

This document was signed on econtracts-power.crowngas.co.uk

Document history

VIEWED	12 / 11 / 2024 16:07:25	Viewed by User (John.Galvin@simple-light.co.uk) IP: 212.139.153.254
VIEWED	12 / 11 / 2024 16:09:30	Viewed by User (John.Galvin@simple-light.co.uk) IP: 212.139.153.254
REASSIGNED	12 / 11 / 2024 16:09:40	The contract has been reassigned to David Naylor (clerk.napc@gmail.com) IP: 212.139.153.254
VIEWED	13 / 11 / 2024 09:32:23	Viewed by David Naylor (clerk.napc@gmail.com) IP: 31.126.62.8
SIGNED	13 / 11 / 2024 09:39:52	Signed by David Naylor (clerk.napc@gmail.com) IP: 31.126.62.8

Natural Gas Supply Agreement



Contract Document Q00304375-1-12

Product Type: You Fix	Agreement Ref Number: CG1950752	
Customer: NETHER ALDERLEY PARISH COUNCIL	Company Registration No:	
Supply Address: NETHER ALDERLEY PARISH COUNCIL NETHER ALDERLEY PARISH HALL CHURCH LANE NETHER ALDERLEY MACCLESFIELD SK10 4TW	Registered Address: MACCLESFIELD SK10 4TW	
Billing Address (Other): MACCLESFIELD SK10 4TW	Supply Period: 12 Months (see actual Supply Period below).	
	Contract Start date: 17/10/2024	Contract End date: 16/10/2025
	Meter Point Reference Number: 9392310209	
	Meter Serial Number: Not Provided	
Forecast Annual Consumption (FAC): 66,000 kWh	Minimum Contractual Consumption (MCC):	
Forecast Contractual Consumption (FCC): 66,000 kWh	Maximum Contractual Consumption (MACC):	
Micro Business Customer: Yes*	Payment Method: Direct Debit Payment Term: 10 Days	
The Charges applicable to this agreement are:		
Unit Charge 7.046 pence per kWh	Standing Charge £2.96 per day	
The charges above exclude CCL and VAT which will be charged at the prevailing market rate.		

This contract document is subject to Crown Gas and Power Limited's (Co. Reg 07980591) General Terms and Conditions (the **Conditions**) and, for Micro Business Customers only, the Principal Terms for Micro Business Customers (Micro Business Terms), both of which are attached to this Contract Document and which, altogether, make up your Agreement with us. Smart metering In Home Display services are not currently supported through this commercial Supply Agreement. Data processing activities shall be carried out pursuant to the Conditions of this Agreement.

IF YOU HAVE AGREED YOUR CONTRACT THROUGH A BROKER, CROWN GAS AND POWER WILL PAY COMMISSION TO YOUR BROKER. THE COMMISSION WILL BE ONE OR BOTH OF THE FOLLOWING: (a) AN UPLIFT INCORPORATED INTO THE UNIT CHARGE YOU PAY (USUALLY EXPRESSED IN PENCE OR POUNDS PER KWH UPLIFT); AND (b) A FIXED PRICE UPLIFT INCORPORATED INTO THE STANDING CHARGE YOU PAY. FOR MORE INFORMATION ABOUT THESE CHARGES, PLEASE REFER TO OUR PRINCIPAL TERMS.

ACCEPTANCE FOR AND ON BEHALF OF THE CUSTOMER		EMAIL ADDRESS FOR INVOICING (E-BILL):
AUTHORISED SIGNATURE:		clerk.napc@gmail.com
PRINT NAME: Mr David Naylor		SITE CONTACT: David Naylor
POSITION: Parish Clerk and Responsible Finance Officer	DATE: 10/10/2024	SITE EMAIL ADDRESS: clerk.napc@gmail.com
COMPANY NAME OF DULY AUTHORISED SIGNATORY (if not the Customer): Nether Alderley Parish Council		SITE CONTACT TELEPHONE NUMBER: 07717244537

CGP Internal Use Only

ACCEPTANCE FOR AND ON BEHALF OF CROWN GAS & POWER		PRINT NAME: Anna Greenwood
AUTHORISED SIGNATURE:		DATE: 10/10/2024

Acceptance of this Agreement is Legally Binding.

*Crown Gas and Power is required by its Licence to take all reasonable steps to identify Micro Business Customers. Your company will automatically be classed as a Micro Business Customer if the forecast annual consumption shown above is less than 293,000 kWh or you confirm that your company employs fewer than 10 employees and has an annual turnover (or balance sheet) less than €2 million. Our Principal Terms for Micro Business Customers can be found on our website at www.crowngas.co.uk Additional enquiries regarding Micro Businesses can be sent to our dedicated inbox hello@crowngas.co.uk



Principal Terms for Micro Business Customers

These are the Principal Terms for Micro Business Customers only.

These Principal Terms are intended to highlight key terms of your Agreement; you should read and understand your Agreement including our General Terms & Conditions in full. References below to specific terms are illustrative and non-exhaustive.

Your company will be considered a micro business if it meets one of the following criteria:

- You consume less than 293,000 kWh of gas per year; or
- You have fewer than 10 employees and your annual turnover or annual balance sheet is no greater than €2 million

1. As a micro business customer:

- You are being provided with details of the Principal Terms for Micro Business Customers (see below)
- Within 10 working days of your Agreement being accepted, you will receive additional hard copies of these Principal Terms, our General Terms and Conditions and a statement of the renewal terms which will apply at the end of your supply period
- You and/or an approved third party acting on your behalf will be contacted again at least 60 days before the end of your supply period with details of your renewal offer
- **These Principal Terms, our General Terms and Conditions and the contract document make up your Agreement with us and are legally binding**

2. How long is my Agreement for?

Your Agreement is for a fixed term. This starts on the supply date or 'start date' and ends on the 'end date' as shown on your contract document. More details can be found in our General Terms and Conditions at section 2 (Duration and Termination).

3. How do I end my Agreement with you and prevent out of contract rates from being applied?

Your Agreement will automatically terminate on your contract 'end date.' If you decide not to accept our renewal offer you will then be charged at our Out of Contract Rates from your contract 'end date' until you switch supplier or agree a new contract with us. See our General Terms and Conditions 2.2 for more details.

4. How do I switch supplier?

If you choose to switch supplier at the end of your Agreement, you must appoint a new supplier to take over from the 'end date'. In order to switch supplier, you must have paid all outstanding sums due to us under the terms of your Agreement. If you have not done this, we have the right to prevent your transfer. See our General Terms and Conditions 2.4 for more details. If you want to switch supplier before your 'end date' please see our General Terms and Conditions 2.13 and 4.17 for more details.

5. How much will I have to pay for the supply?

Our charges to you are calculated using the contracted rates you have agreed with us and the energy you have consumed (or are estimated to have consumed) and other information you have supplied or agreed with us. Should any information prove to be incorrect, we may pass on to you any additional charges we have incurred or expect to incur.

Your contracted rates are found on the front of your Agreement but may be subject to change as we explain in this section. Our 'You Fix' product is our fixed price product which limits what changes can be made to your price over the duration of your Agreement.

If you have agreed a contract for any other product, we will try not to change your charges during your 'supply period'. Our General Terms and Conditions 4.17, 4.20 (v), 5.2-5.4, 6.5, 7.1-7.4 and 8.6 set out the circumstances in which we may increase your charges. We will notify you in writing of any changes to your charges. Your latest invoice will also itemise your current charges.



6. I'm on a unit rate only contract, will I incur any charges if I do not consume any gas?

If you are on a unit rate only contract and consume (or are forecasted to consume) less than 10,000 kWh by your supply date anniversary, we reserve the right to charge you for any costs we incur in relation to the transportation and metering of gas to your site. We will notify you in writing of any changes to your charges. See our General Terms and Conditions 5.4 for more details.

7. What will happen at the end of my Agreement with you?

We will contact you in writing at least 60 days prior to your 'end date' with details of your renewal offer. If you do not agree to our renewal offer then your contract will automatically terminate on your 'end date' and you will be charged at our Out of Contract Rates from your contract 'end date' until the date that you switch supplier or agree a new contract with us.

8. What happens if I do not renew my Agreement with you and I fail to switch supplier?

If you do not renew with us and you fail to switch supplier you will be charged Out of Contract Rates from your 'end date'. Our **Out of Contract Rates will generally be higher than the contracted rates for your supply**. In this situation, you have the right to change supplier at any time subject to you paying our charges in full first. See our General Terms and Conditions 2.2 to 2.4 for more details.

9. If my micro business status changes, should I let you know?

Yes. We need to make sure that we have all your latest details on record. You can let us know by emailing us on hello@crowngas.co.uk or contacting us via our website www.crowngas.co.uk please have your account number to hand. Copies of both these Principal Terms and our General Terms and Conditions are available on our website: www.crowngas.co.uk

10. Do I have any protection for how long a period you can back bill me?

Yes. Back bills that are issued are limited to a period of no more than 12 months. We do have the ability to bill beyond this, but only if we believe that your actions have prevented us from sending you an invoice (whether they be obstructive or constitute unreasonable behaviour). You should note that we are still allowed to pursue you for non-payment of invoices irrespective of the date of issue. See our General Terms and Conditions 8.9 and 8.10 for more details.

11. If I purchase a Carbon Offset Agreement, Green Gas Supply Agreement or Greener Gas Supply Agreement from Crown Gas & Power, are there any restrictions?

Your Agreement will state within the Product Type what proportion (%) of the gas we deliver to you is from biogas. Please note that we only commit to delivering green gas or carbon offsets up to the Forecast Contractual Consumption (FCC) or the agreed percentage detailed on your Agreement. Any gas consumed in excess of your FCC or stated percentage of your FCC may not be from biogas sources or carbon offset. See our General Terms and Conditions 12.6 for more details.

12. If I used a broker to negotiate my Agreement, are there any fees within my contract payable to them?

If you have used an energy broker (also known as a third-party intermediary) to arrange your Agreement, their fees may be included within your Agreement as an uplift to our offered rates. We can confirm that within your contracted rates the broker has included an uplift of **1.500p/kWh** for every kWh of gas you consume and also a daily standing charge uplift of **£0.00p/day**, which equates to an estimated amount of **£990.00** payable to your broker over the full duration of your Agreement. If you have more than one meter in your contract the level of uplift may differ for each meter however it is usually the same. In circumstances where the level of uplift differs by meter, the highest uplift applied is shown above. For more information or a breakdown by meter you can contact us for more information by emailing us at hello@crowngas.co.uk.

13. How do I calculate the commission payable to my broker?

Where your broker has uplifted our offered rates, we pay your broker commission on one or both of the following bases: (a) an uplift in pence per kWh incorporated into the Unit Charge you pay; and (b) a fixed price uplift incorporated into the



Standing Charge you pay. For example, we may offer your broker a unit rate of 9.0p per kWh to which your broker applies an uplift of 0.5p per kWh so the contracted unit rate you would pay would be 9.5p per kWh. If your estimated annual gas consumption was 15,000 kWh and your supply contract was for a period of 2 years, the total estimated commission your broker will receive would be £150 (0.5p x 15,000 / 100 x 2). Another example would be where we have offered your broker a Standing Charge of £1.20 per day and your broker uplifts this by £0.20 per day so the contracted daily Standing Charge you would pay would be £1.40 per day. If your supply contract was for a period of 2 years, the total commission your broker will receive would be £146.

The level of the uplift varies from contract to contract but generally it will not exceed 1.5p per kWh. The level of uplift included within your supply contract is not determined by us and should be agreed between you and your broker when you procure their services. For more help understanding broker fees you can email us at hello@crowngas.co.uk

14. What information will you share with my broker?

For the duration of your Agreement, you are authorising us to share information with your broker relating to the contract (including the registration status of Sites and consumption data). Your authorisation will continue for the term of your Agreement unless you (or your broker) notifies us by email to hello@crowngas.co.uk

15. I want to learn more about Security Deposits?

Information relating to security deposits, including our process and requirements can be found directly on our website. If you have a security deposit the specific terms can be found in a separate Security Deposit Agreement. Our customer services team are also here to help if you have any specific questions.

16. What costs would I be liable for if I wanted to cancel (terminate) my Supply Agreement (in whole or in part) either before or during my contracted supply period?

At the point that you enter into an Agreement with us, we will purchase the energy volumes to satisfy your supply duration. If you no longer require the energy we have purchased either in whole or in part for any reason (including vacating a property), we will be forced to sell that energy back to the wholesale market. Such action may incur charges which we may pass on to you. For more information, please see terms 2.13 and 4.17 of our General Terms and Conditions.

17. Managing Agents

When a Managing Agent enters into an Agreement on behalf of a customer, the Managing Agent warrants and agrees that it: (i) has express authority to act as agent on behalf of the Customer and to enter into and bind the Customer to the terms of the Agreement; and (ii) it will immediately notify Crown if such authority is revoked or otherwise terminated.

**Crown Gas & Power
Gas Supply
General Terms and Conditions**

1. DEFINITIONS

1.1 IN THESE GENERAL TERMS AND CONDITIONS:-

'Act' means the Gas Act 1986 (as amended).

'Affiliate' means, in relation to any company, a subsidiary of that company or a holding company of that company or any other subsidiary of that holding company.

'Agreement' means the arrangements under which Crown supplies the Customer with Gas, the details of which are set out in the Contract Details (or Renewal Details) and these terms and conditions, as each may be supplemented or as amended by Crown from time to time. Where the context requires, 'Agreement' shall include a Deemed Contract and a Renewal Agreement.

'Agreement Date' means the earlier of: (i) the date of signature of Crown (or its authorised agent) as specified in the Contract Details and/or the Renewal Details and/or framework agreement (where the Agreement is arranged through a framework agreement); or (ii) the date Crown emails the Customer (or its energy broker) agreeing the Contract Details and/or Renewal Details.

'Ancillary Agreement' means a security deposit agreement or any other written agreement the Customer is required to execute in connection with the supply of Gas by Crown under the Agreement.

'CCL' (Climate Change Levy) means a levy charged to any industrial, commercial, agricultural, public or service sector user subject to exclusions as more particularly set out in Schedule 6 of the Finance Act 2000 (as may be amended from time to time).

'Change of Tenancy' means the Customer has either vacated, sold or otherwise disposed of a Site or the Customer's use of the Meter has ended for some other reason including removal and/or isolation (including capping).

'Commission' means a payment made by Crown to the Customer's energy broker which is, ordinarily, funded by applying an uplift to Crown's base unit rate (in p/kWh) and/or an uplift to Crown's base standing charge rate. Crown collects the commission from the Customer. The level of Commission is determined by the energy broker and represents payment for the services it provides to the Customer. More details are set out in clauses 2.20-2.21.

'Confidential Information' means information of a confidential nature (including, without limitation, information of a commercial value) concerning Crown's business and its products.

'Consumer' means the party consuming Gas and/or receiving services at the Site(s) and or in connection with a Meter.

'Contract Details' means those principal terms of the Agreement as set out in the document attached headed '*Natural Gas Supply Agreement*', or '*Green Gas Supply Agreement*' or '*Greener Gas Supply Agreement*' (whichever is applicable) and any schedule attached to that document and, where the Agreement is arranged under the terms of a framework agreement, the Customer(s) specific details appearing in the relevant schedules to that framework agreement (including Flex Terms where applicable).

'Contract End Date' means the date on which the supply of Gas is stated to end (as stated in the Contract Details).

'Contract Month' means a period of the term of the Agreement beginning at 0500 hours on the first day of the Supply Period and ending at 0500 hours on the first day of the next succeeding calendar month and each month thereafter.

'Contract Price' means the Unit Charge for each Supply Period and the Standing Charge as set out in the Contract Details (or the Renewal Details) together with CCL (if any, chargeable at the rate applicable at the time of consumption) and VAT to be paid by the Customer to Crown in respect of Gas supplied.

'Contract Start Date' means the date on which the supply of Gas is stated, in the Contract Details, to start.

'**Contract Term**' means the period between the Contract Start Date and the Contract End Date.

'**Contract Year**' means each consecutive period of twelve (12) Contract Months commencing at 0500 on the first day of the Supply Period.

'**Crown**' means whichever of Crown Oil Limited trading as Crown Gas & Power (company number 01315556 and Crown Gas and Power Limited (company number 07980591) supplies Gas to the Site(s) pursuant to an Agreement.

'**Customer**' means the party whose details are set out in the Contract Details (or the Renewal Details) or (where context requires) (i) a Consumer; or (ii) the party being supplied Gas by Crown pursuant to a Deemed Contract.

'**Data Protection Law**' means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

'**Deemed Contract**' means a contract for the supply of Gas in circumstances where there is no written agreement between Crown and the Consumer and Gas is being supplied to the Site(s) and/or services are still being provided and as more particularly defined in paragraph 8(1) of Schedule 2B of the Act.

'**Deemed Contract Rate**' means the rates and charges which shall apply at any time to a Deemed Contract which are available at www.crowngas.co.uk/customer-support/deemed-and-out-of-contract-rates.

'**Elevated Pressure**' means 75 millibar (mbar) or higher.

'**FAC**' (**Forecast Annual Consumption**) means the forecast annual consumption for each meter as stated within the Agreement. The FAC is usually the Xoserve registered annual quantity of gas for each meter however this can also be an annual volume of gas agreed with the Customer or an estimated annual consumption based on historic consumption data.

'**Excluded Loss**' means indirect or consequential loss.

'**FCC**' (**Forecast Contractual Consumption**) means the quantity of Gas it is estimated will be consumed in each Supply Period under the Agreement as calculated by Crown by reference to the FAC and as set out in the Contract Details (or Renewal Details).

'**Flex Product**' means the arrangement allowing the Customer to trade Gas flexibly with Crown in connection with the supply of Gas to the Customer's Site(s).

'**Flex Termination Fee**' means, in respect of a Customer who has the benefit of a Flex Product, at Crown's sole discretion either: (i) the sum payable by the Customer upon termination of the use of the Flex Product or otherwise becoming due under the terms of the Flex Product as set out in the Contract Details; or (ii) a sum equal to the Losses suffered and/or incurred by Crown arising from and/or in connection with the early termination of the Agreement either as a whole or in relation to any specific Site or Meter.

'**Formula A**' means ((FCC for the relevant Meter x Minimum Volume Tolerance) x (Unit Charge for the relevant Meter less any uplift applied to the Unit Charge by way of Commission)) less Paid Consumption.

'**Gas**' means natural gas and/or biogas as set out in the Contract Details (or Renewal Details).

'**Gas Escape Procedure**' means the procedure for dealing with Gas escapes as included in the Customer's welcome pack and as set out on Crown's website.

'**Installation Date**' means the date on which the Meter is installed.

'**Installer**' means Crown, the Transporter or an alternative third party appointed by Crown to provide the Meter Installation and/or Meter Work.

'**Losses**' means all direct losses (including loss of profit), claims, proceedings, demands, liabilities, fines, charges, damages, costs and expenses including legal fees and disbursements and costs of investigation.

'**Low Pressure**' means less than 75 millibar (mbar).

'**MACC**' (**Maximum Contractual Consumption**) means in respect of each Supply Period the maximum quantity of Gas the Customer can take as set out in the Contract Details (or Renewal Details).

'**Managing Agent**' means a duly authorised third party managing agent appointed by the Customer.

'**MCC**' (**Minimum Contractual Consumption**) means in respect of each Supply Period the minimum quantity of Gas the Customer can take as set out in the Contract Details or Renewal Details (as the case may be).

'Meter' means in respect of a Site, the equipment (including SMART Metering Equipment) measuring the amount of Gas used by the Customer. There may be more than one Meter at a Site.

'Meter Asset Manager' means a party that designs, installs, maintains, removes and disposes of metering equipment and is accredited under a MAM Code of Practice ('MCoP') scheme.

'Meter Installation' means the installation of each Meter and associated equipment at each Site, including associated pipework, regulators, filters, valve seals, housing and mounting.

'Meter Reader' means the person appointed to obtain a Meter Reading.

'Meter Reading' means, in the following order of precedence: (i) the reading of the index of the Meter; or (ii) the data received from the SMART Metering Equipment.

'Meter Work' means all work to a Meter including (without limitation) maintenance, repair and improvement and where the context requires, Meter Installation.

'Micro Business' means any business which, as at the Agreement Date, meets the criteria set by Ofgem, from time to time, for being treated as a micro-business.

'Minimum Volume Tolerance' means 75% unless otherwise stated with reference to the MCC in the Contract Details or Renewal Details (as the case may be).

'Non-Daily Metered Meter' means a Meter with an Offtake Point whose supply classification is either Class 3 or Class 4 (as defined in the UNC).

'Offtake Point' means the final outlet of a Meter.

'Out of Contract Rate' means the rate(s) and charges as published from time to time on Crown's website www.crowngas.co.uk/customer-support/deemed-and-out-of-contract-rates.

'Paid Consumption' means in respect of the relevant Meter, the volume of Gas consumed and paid for by the Customer multiplied by the Unit Charge less any uplift applied to the relevant Unit Charge by way of Commission.

'Prepayment Meter' means a Meter which requires a Consumer to pay in advance prior to gas consumption.

'Price Cap' means the cap on the amount certain consumers can be charged for the supply of Gas as set by Ofgem (or any successor organisation).

'Product Type' means, in respect of each Customer, the specific product type supplied by Crown as set out in the Contract Details (or Renewal Details).

'Personal Data' as defined under Data Protection Law.

'Registered Supplier' in respect of each Meter means the current Gas supplier as recorded by Xoserve, the previous Gas supplier or the future Gas supplier as the context dictates.

'Renewal Agreement' means a new agreement for the supply of Gas following expiry of the initial Supply Period, the details of which are set out in the Renewal Details.

'Renewal Agreement End Date' means the date on which the supply of Gas is stated, in the Renewal Details to end.

'Renewal Agreement Start Date' means the date on which the supply of Gas is stated, in the Renewal Details, to start.

'Renewal Agreement Term' means the period between the Renewal Agreement Start Date and the Renewal Agreement End Date.

'Renewal Details' means those principal terms of the Renewal Agreement as set out in the document attached headed '*Natural Gas Supply Agreement*' or '*Green Gas Supply Agreement*' or '*Greener Gas Supply Agreement*' (whichever is applicable) and any schedule attached to that document and where the Renewal Agreement is arranged under the terms of a framework agreement, the Customer(s) specific details appearing in the relevant schedules to that framework agreement.

'Renewal Rates' means the pence per kilowatt/hour unit rate and daily standing charge rate and all other applicable charges which Crown quotes the Customer when it contacts the Customer in accordance with clause 2.6.

'Retail Energy Code' means a set of obligations governing the practices of energy suppliers operating in the energy retail market.

'Sanctions' means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a governmental authority.

'Sanctions List' means any of the lists issued or maintained by a governmental authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

'Sanctions Target' means a person that is: (i) listed on a Sanctions List; (ii) owned or controlled by a person listed on a Sanctions List; (iii) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or (iv) otherwise identified by a governmental authority as being subject to Sanctions.

'SAP' (System Average Price) means the price in pence/kWh calculated as the sum of all market transaction charges divided by the sum of the trade nomination quantities for all market transactions effected in respect of system balancing activity for each Day as more particularly set out in the UNC.

'Site' means any location containing one or more Meters.

'Site Transfer Fee' means the higher of (i) £100; and (ii) the product of ((the Unit Charge minus the relevant Price Cap unit rate) multiplied by FAC) converted into pounds sterling by dividing by 100.

'Siteworks' means installation, alteration, removal/disconnection and replacement of utility infrastructure.

'Small Business Consumer' means any business which, as at the Agreement Date, meets the criteria set by Ofgem from time to time, for being classified as a Small Business Consumer.

'SMART Metering Equipment' means any of the following (as applicable): (i) a data logging device for connection to a Meter; (ii) an industry compliant communications capable smart metering system; or (iii) a Meter that (a) provides measured Gas consumption data; and (b) is able to provide remote access to such data.

'Standing Charge' means the daily fixed charge (expressed as £x.xx per day unless stated otherwise) as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be).

'Supplier of Last Resort' means the procedure used by Ofgem to ensure customers receive continuity of supply of Gas when the Registered Supplier ceases to trade.

'Supply Date' means the earlier of the date on which: (i) Crown becomes the Registered Supplier; or (ii) the Installation Date; or (iii) the date on which Crown starts supplying the Customer pursuant to a Deemed Contract.

'Supply Period' means: (i) the initial period commencing on the Supply Date and ending on the Contract End Date; (ii) any new period as set out in the Renewal Details; or (iii) any adjusted Supply Period under clause 2.8.

'System Operator' means the owner and/or operator of the relevant transmission system or distribution system for Gas in the UK.

'Termination Fee' means, at Crown`s sole discretion either: (i) a sum calculated in accordance with Formula A; or (ii) a sum equal to the Losses suffered and/or incurred by Crown arising from and/or in connection with the early termination of the Agreement either as a whole or in relation to any specific Meter.

'Transporter' means National Grid and any other party responsible for the transmission, distribution and/or balancing of the Gas pursuant to the terms of the Act.

'Transporter's Equipment' means all equipment deemed necessary by the Transporter and installed by or on behalf of the Transporter for the delivery of Gas to a Customer.

'UK GDPR' has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

'UNC' (Uniform Network Code) means the common set of rules which define the legal and contractual framework to the supply and transportation of Gas.

'Unit Charge' means the charge for Gas expressed as pence/kWh as set out in the Contract Details, Renewal Details, Out of Contract Rate or Deemed Contract Rate (as the case may be).

'VAT' means value added tax (or any other applicable sales tax).

'Working Day' means any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

'Xoserve' means the data administrator on behalf of the gas network operators.

'You Fix' means one of the Product Types.

- 1.2 Any term used in the Agreement shall have the meaning ascribed to it in this clause 1 or, if not defined in the Agreement, as defined in the UNC.
- 1.3 In the Agreement, the singular includes the plural and vice versa and each of the masculine, feminine and neuter genders includes each of the others.
- 1.4 References to clauses are to the clauses in these terms and conditions.
- 1.5 Any words following the terms **including, include(s)**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. DURATION AND TERMINATION

- 2.1 The Agreement shall commence on the Agreement Date and shall remain in full force and effect until the end of the Supply Period unless terminated earlier in accordance with these terms and conditions.
- 2.2 At the end of the Supply Period (or termination of the Agreement for whatever reason, if earlier), Crown will continue to supply the Customer with Gas subject to Crown's then current terms and conditions, but at the Out of Contract Rate. The Customer shall remain liable to pay for any Gas delivered (or deemed to have been delivered) to the Customer, together with the Standing Charge (both at the Out of Contract Rate) and CCL (if applicable) until the Customer has successfully switched to another Registered Supplier or until the date which supply under a new Agreement with Crown commences.
- 2.3 The Customer may switch to another Registered Supplier at any time following the expiry of the Supply Period (or termination of the Agreement, if earlier) unless it has already entered into another Agreement with Crown.
- 2.4 Notwithstanding any other term to the contrary in the Agreement and, without prejudice to its other rights and remedies, Crown may object to the switching of a Meter to another supplier if: (i) the switch date falls within the Supply Period; or (ii) the Customer has not consented to the switch (i.e. it is a potential '*erroneous switch*'); or (iii) the Customer is indebted to Crown and any charges are overdue.
- 2.5 Crown shall not be liable for Excluded Loss caused by any delay in the Customer switching to another Registered Supplier. Crown will only be liable for direct losses, costs and expenses caused by such delay where: (i) the delay is due to Crown's breach of the Agreement; and (ii) Crown is solely responsible for that delay.
- 2.6 Where the Customer is a Micro Business, Crown shall use reasonable endeavours to contact the Customer (or its energy broker) not less than sixty (60) days (or such other period as may be required by industry guidelines and/or regulations) prior to the end of the Supply Period to provide relevant renewal terms including the Renewal Rates for the purpose of the Customer entering into a Renewal Agreement.
- 2.7 Where it has provided the Customer with Renewal Rates (whether or not such Customer is a Micro Business), Crown reserves the right to amend the Renewal Rates prior to the Customer entering into the Renewal Agreement. All prices are strictly subject to availability at the time the Renewal Agreement is approved by Crown.
- 2.8 Where the Contract Start Date pre-dates the Supply Date, Crown shall be entitled to: (i) adjust the Supply Period to the period commencing on the Contract Start Date and ending on the expiry of the Contract Term; and (ii) where applicable, make any consequential amendments to the Renewal Agreement Start Date and Renewal Agreement End Date. Where Crown has exercised its rights under this clause 2.8 it shall notify the Customer (or its energy broker) of the new expiry date of the Supply Period(s) within ninety (90) days of the Supply Date.
- 2.9 Where the Supply Date is delayed (for whatever reason) through no default of Crown, Crown may terminate the Agreement forthwith and the Customer shall pay to Crown the Termination Fee or Flex Termination Fee in respect of each relevant Meter. Crown shall not be required to make more than one application to be appointed as the Registered Supplier and may terminate the Agreement under this clause 2.9 if application is unsuccessful.
- 2.10 If the Customer fails to comply with any of its obligations under the Agreement and/or is in breach of any of its warranties under the Agreement and, if capable of remedy, such failure and/or breach is

not remedied within fourteen (14) days after Crown has given notice to the Customer requiring the failure and/or breach to be remedied, without prejudice to its other rights and remedies, Crown shall be entitled to: (i) remove the Meter; or (ii) suspend immediately its sale of Gas to the Customer until such time as the failure and/or breach is remedied; or (iii) charge for Gas at the Out-of-Contract Rate for as long as the failure and/or breach remains unremedied; or (iv) terminate the Agreement; or (v) deem the supply as an 'erroneous switch' and allow the Meter to switch back to the previous Registered Supplier. The Customer shall be liable for all and any Losses and penalties Crown suffers and/or incurs arising out of or in connection with: (a) any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement; and/or (b) Crown exercising its rights under this clause 2.10. All Losses which Crown suffers or incurs in removing the Meter and/or suspending the sale of Gas and any reinstatement of supply to the Customer shall be borne and paid by the Customer before resumption of supply commences.

- 2.11 In the event that Crown is in breach of any of its material obligations under the Agreement and, if capable of remedy, fails to remedy the breach within fourteen (14) days of being given notice by the Customer requiring such breach(es) to be remedied, the Customer may terminate the Agreement with immediate effect.
- 2.12 Crown may terminate the Agreement forthwith by written notice if: (i) the Customer ceases, or threatens to cease, to carry on its business; or (ii) Crown reasonably believes the Customer is insolvent; or (iii) the Customer becomes subject to any insolvency procedure (which, for liquidation includes the presentation of a winding up petition against it); or (iv) the Customer, being an individual, applies for a voluntary arrangement or enters into some other scheme or arrangement with creditors or is unable to pay his/her debts within the meaning of Section 268 of Insolvency Act 1986 or presents a petition to the court for his/her bankruptcy; or (v) where the customer has the benefit of a Flex Product, the appointment of an appointed Managing Agent ceases for any reason. If the Agreement is terminated under this clause 2.12, the Customer shall pay to Crown the Termination Fee or Flex Termination Fee in respect of each relevant Meter; and where applicable (a) the Site Transfer Fee (where the incoming party is entitled to the Price Cap)(b) for all Gas consumed in connection with the relevant Meter together with all associated charges up until Crown ceases to be the Registered Supplier or until the date that supply to the incoming Consumer under another Agreement with Crown commences (whichever is the earlier).
- 2.13 Save as provided for under clause 2.11, the Customer may only terminate the Agreement (or Renewal Agreement (as the case may be)) as a whole or in relation to a specific Meter (or Meters) prior to the expiry of the Supply Period where there is a valid Change of Tenancy, subject always to the procedure and fees set out in clause 4.17.
- 2.14 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 2.15 In the event that a Customer does not enter into an Agreement with Crown (including where the Customer fails to complete and sign off the Contract Details), Crown shall supply Gas to the Customer under a Deemed Contract to which the terms and conditions as set out in the Agreement shall apply (save where the context otherwise dictates) and Crown shall charge the Customer the Deemed Contract Rate for all Gas delivered (or deemed to have been delivered) and the Standing Charge. The Customer will also be liable for the CCL and any other levies (if applicable) together with all applicable taxes.
- 2.16 For the avoidance of doubt, a Deemed Contract and the application of Deemed Contract Rates shall continue until either; (i) the date which supply under an Agreement with Crown commences or; (ii) until such point that Crown ceases to be treated by the Transporter as the Registered Supplier in respect of each Meter.
- 2.17 The Agreement or Deemed Contract (as the case may be) shall terminate if Ofgem (or other relevant authority) appoints another supplier to a Meter under the Supplier of Last Resort procedure.

- 2.18 Should a Deemed Contract arise following Crown`s appointment as the new supplier to a Meter under the Supplier of Last Resort procedure, Crown will, to the extent agreed with Ofgem, take reasonable steps to honour any credit balance owed to the Customer.
- 2.19 Where Crown Gas and Power is not yet the Registered Supplier to a Meter and subject to it receiving all necessary, complete and accurate information in good time, Crown will switch the Meter to its supply as soon as reasonably practicable following the Agreement Date (and in any event within five (5) Working Days of that date or such other period as may be required by Ofgem from time to time) unless (i) the Contract Start Date determines otherwise; or (ii) the Agreement is terminated; or (iii) another supplier raises an objection to the transfer; or (iv) the Meter is part of a private supply network; or (v) Crown is prevented from completing the switch (or for operational reasons determines not to complete the switch) due to any other circumstances which is outside its direct control.
- 2.20 Crown will, ordinarily, pay Commission to the Customer`s energy broker. The Commission will be one or both of the following: (i) an uplift in pence per kWh incorporated into the Unit Charge the Customer pays; and (ii) a fixed price uplift incorporated into the Standing Charge the Customer pays. For example, Crown may offer the Customer`s energy broker a unit rate of 9.0p per kWh to which the energy broker applies an uplift of 0.5p per kWh. The Customer would, therefore, pay a Unit Charge of 9.5p per kWh. If the estimated annual gas consumption was 15,000 kWh and the Customer`s supply contract was for a period of 2 years, the total estimated Commission the energy broker would receive would be £150 (0.5p x 15,000 / 100 x 2). Another example would be where Crown has offered the Customer`s energy broker a standing charge of £1.20 per day and the energy broker uplifts this by £0.20 per day, the Customer would pay a Standing Charge of £1.40 per day. If the Customer`s supply contract was for a period of 2 years, the total Commission the Customer`s energy broker would receive would be £146. The level of the uplift varies from contract to contract but generally will not exceed 1.5p per kWh. The level of uplift included within the Customer`s supply contract is not determined by Crown and should be agreed between Customer and its energy broker when the Customer procures the energy broker`s services.
- 2.21 Micro Business Customers (and, from 1 October 2024, all Customers) may ask Crown to provide details of any Commission paid or payable in respect of the full duration of the Agreement. Crown will provide (i) Micro Business Customers with such information expressed in £pounds and where possible these figures will be actual, rather than estimated, amounts; (ii) non Micro Business Customers with the cost per unit of energy or a cost per day where it forms part of a Standing Charge.

3. WARRANTIES

The Customer represents warrants and agrees at the Agreement Date and, where the context requires, for as long as Crown is its Registered Supplier:

- 3.1 that it is the owner or occupier of each Site to which the Agreement relates;
- 3.2 that it has the authority to enter into the Agreement with respect to each Meter;
- 3.3 that it has the continuing ability and authority to fulfil the obligations of the Customer and to administer the rights of the Customer, as set out in the Agreement in respect to each Meter;
- 3.4 that it is appropriate for Crown to supply the Gas pursuant to a commercial contract and not a domestic contract;
- 3.5 that all Meters are Non-Daily Metered Meters (unless Crown has agreed otherwise in writing);
- 3.6 that it will not resell the Gas supplied under the Agreement without Crown`s prior written consent;
- 3.7 that Crown may deal solely with the Customer (save with consent where the matter is being dealt with through an energy broker or a Managing Agent) and rely solely on such dealings with the Customer in all matters relating to the purchase of Gas at each Site, including but not limited to the giving and receiving of all notices and statements, the making and witnessing of all measurements and tests, the paying and receiving of all amounts due hereunder and the settlement of all disputes with respect thereto;
- 3.8 that all pipelines, appliances, equipment and other facilities, other than the Transporter`s Equipment, used in any way by the Customer in connection with Gas supplied to the Customer under the Agreement;

- i. are used only for the purpose for which they were intended;
 - ii. are and will be operated so that they at all times remain compatible with the Transporter's transportation system; and
 - iii. will at all times be properly maintained, serviced and kept in good order and repair;
- 3.9 that in using Gas supplied to any Meter under the Agreement, the Customer shall apply the proper standards of safety;
- 3.10 no Meter is a Prepayment Meter;
- 3.11 that the FAC for each Meter matches the Customers requirements;
- 3.12 where the Customer is not the Consumer, that the Consumer is not entitled to the Price Cap in relation to its Unit Charge and/or Standing Charge;
- 3.13 where an energy broker (which term shall, for the purposes of these terms and conditions include a Managing Agent) is dealing with Crown on behalf of the Customer that: (i) such energy broker has the Customer's authority to do so; and (ii) the energy broker has advised the Customer whether and, if applicable, how it will be paid for providing the services to the Customer;
- 3.14 that only the Customer or its duly appointed Managing Agent (and not its Affiliates or any other third party) shall make payments to Crown, except with Crown's express written consent;
- 3.15 that the Customer, has neither done, nor will do anything (whether directly or indirectly) that will prevent or delay Crown becoming the Registered Supplier for the Meter by the Contract Start Date;
- 3.16 that the Customer has done, and will continue to do, everything necessary to allow Crown to become the Registered Supplier for the Meter by the Contract Start Date; and
- 3.17 where the Customer arranges its Agreement through an energy broker (which term shall, for the purposes of these terms and conditions include a Managing Agent), the Customer authorises Crown to share information relating to the Agreement (including but not limited to the registration status of Sites and consumption data) with the energy broker. Such authority will remain in place until either the Contract End Date or until the Customer or the energy broker notifies Crown in writing using the email address hello@crowngas.co.uk.
- 3.18 Where the Agreement is entered into by a Managing Agent on behalf of the Customer, the Managing Agent warrants and agrees at the Agreement Date and, where the context requires, for as long as Crown is its Registered Supplier that: (i) the Managing Agent has express authority to act as agent on behalf of the Customer and to enter into and bind the Customer to the terms of the Agreement; and (ii) the Managing Agent will immediately notify Crown if such authority is revoked or otherwise terminated.
- 3.19 The Customer warrants that at the date of the Agreement it is not: (i) a Sanctions Target and nothing has occurred that could reasonably be expected to result in it becoming a Sanctions Target; (ii) contravening (and has not contravened) any Sanctions.
- 3.20 At all times during the term of the Agreement, the Customer shall: (i) not contravene any Sanctions; and (ii) not do, or omit to do, any act that may cause or lead Crown to contravene any Sanctions or be exposed to a risk of being added to any Sanctions List; and (iii) as soon as reasonably practicable, notify Crown in writing if it becomes aware of any breach or suspected breach of this clause 3.20 providing such information as Crown reasonably requests.
- 3.21 If at any time during the term of the Agreement, the Customer breaches clauses 3.19-3.20, becomes a Sanctions Target, contravenes Sanctions or anything occurs that could reasonably be expected to result in any of these things happening, such event shall be regarded as a material and irremediable breach of the Agreement for the purposes of clause 2.10.

4. OBLIGATIONS OF THE CUSTOMER

The Customer shall comply with the terms of the Agreement and, without prejudice to the generality of the foregoing:

- 4.1 not interfere in any way with the Meter and/or SMART Metering Equipment and maintain both in good working condition;
- 4.2 at all times allow Crown, the Transporter, their agents or Installer access to each Meter for any purpose whatsoever connected with the supply of Gas under the Agreement;

- 4.3 promptly, on reasonable request by Crown, provide Meter Readings, (irrespective of the type of Meter installed) in a format requested by Crown together with photographic evidence of such readings (if requested);
- 4.4 keep Crown informed as to the intended use of Gas supplied, the volume of Gas consumed and likely to be consumed over the Supply Period and provide Crown with as much notice as possible of any matter or circumstance which may affect the quantity of gas consumed (or to be consumed) when compared to the FAC;
- 4.5 not install any apparatus, which may cause pressure fluctuations in the Transporter's Equipment;
- 4.6 not mix Gas with any substance;
- 4.7 in the event of an escape or leak, comply with Crown's Gas Escape Procedure;
- 4.8 be responsible for all pipes and apparatus after the Meter;
- 4.9 not request a quantity of Gas which is in excess of, or less than the amount which the Transporter's Equipment and/or Meter Installation is capable of delivering to the Site;
- 4.10 if the Forecast Annual Consumption at a Site exceeds 650,000 kWh, provide the names and phone numbers of three (3) representatives for that Site (or one (1) representative for Site(s) manned 24/7) who can be contacted at any time day or night by Crown or the Transporter in case of emergency and ensure that Crown is advised immediately of any changes to the contact details by emailing hello@crowngas.co.uk;
- 4.11 shall not cancel any appointment for Crown, the Transporter, Installer their agents or subcontractors to attend the Site(s) without first giving the relevant party forty-eight (48) hours prior written notice. For the purposes of this clause 4.11 '*relevant party*' shall mean the party with whom the Customer had arranged the appointment. Without prejudice to any other provision of the Agreement, the Customer shall be liable for all costs, charges and expenses arising from its failure to comply with this clause 4.11;
- 4.12 in accordance with the agreed payment terms (or where no payment terms have been agreed, within ten (10) days of the date of invoice or demand), pay Crown, in full and without deduction or set-off, the Contract Price or (where appropriate) the Deemed Contract Rate or Out of Contract Rate together with, in all circumstances, all other sums due under the Agreement and/or in connection with the supply of Gas to the Customer (and where there are more than one Customer or Consumer such obligation shall be joint and several);
- 4.13 where Crown is not the existing supplier of Gas to the Site(s), promptly; (i) take all necessary steps; and (ii) comply with all requests, to ensure that the Meter is transferred to Crown as soon as reasonably practicable and indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.13;
- 4.14 as soon as reasonably practicable, provide Crown with evidence of any relief and/or exemption it is able to claim in connection with its Gas consumption. Crown shall be under no obligation to apply such reliefs and/or exemptions to the Customer's charges where the Customer has failed to comply with this clause 4.14;
- 4.15 promptly provide Crown with accurate, and complete information, (whether or not requested by Crown) and ensure that all information held by Crown relating to the Customer, the Site(s), the Meter, FAC and the Agreement is kept up to date and fully indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.15;
- 4.16 not, without the prior written consent of Crown, exchange any Meter for another Meter or remove any Meter from a Site. If a Meter is exchanged for another Meter or removed from the Site(s) without Crown's prior written consent, the Customer shall immediately inform Crown and indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer's breach of this clause 4.16;
- 4.17 without prejudice to any other rights or remedies of Crown and/or other obligations of the Customer under the Agreement, in advance of any Change of Tenancy, the Customer must give no less than twenty-eight (28) days' prior written notice to Crown of such Change of Tenancy (although Crown may at its discretion accept shorter notice or waive the requirement to give notice altogether) and promptly supply Crown with all and any information reasonably required (including any sale or tenancy agreement or, information/documentation specified by the Retail Energy Code from time to time) to

allow Crown to verify the Change of Tenancy. Where Crown supplies more than one Meter pursuant to the Agreement, the Agreement will continue in respect of the remaining Meters. The Agreement will only end (whether as a whole or only in relation to any specific Meter) once Crown, acting reasonably, is satisfied, that the Change of Tenancy is valid. Without prejudice to any other provision in these terms and conditions, where the Meter is subject to a Change of Tenancy, the Customer shall pay Crown (i) the Termination Fee and/or Flex Termination Fee in respect of each relevant Meter; and (ii) where the incoming party is entitled to the Price Cap, the Site Transfer Fee. In addition to the relevant Termination Fee and/or Flex Termination Fee and Site Transfer Fee (where applicable), the Customer will, also, remain liable to pay for all Gas consumed in connection with the relevant Meter together with all associated charges up to: (a) the date of the valid Change of Tenancy; or (b) the date that Crown receives the requisite notice of the Change of Tenancy and acceptable supporting evidence, whichever is the later. Once the Agreement ends, either as a whole or only in respect of any specific Meter, Crown will continue to supply Gas to any Meter subject to the Change of Tenancy under to a Deemed Contract until the earlier of the date which (1) Crown ceases to be the Registered Supplier; or (2) the date which supply under a new agreement between Crown and the incoming Consumer commences. In addition, pursuant to clause 7.2(iii), Crown may increase the Contract Price and/or amend the Agreement in respect of any remaining Meters.

- 4.18 For the avoidance of doubt, until the Customer has provided Crown with the relevant notice together with all necessary information and documentation as required by clauses 4.15 and clause 4.17; (i) Crown shall be under no obligation to consider the Change of Tenancy and/or removal of the relevant Meter from the Agreement; and (ii) unless Crown agrees otherwise, the Agreement shall remain in full force and effect in respect of any such Meter and the Customer shall remain liable to pay for any Gas consumed (in the case of 4.17), together with all related charges in the interim.
- 4.19 In the event that the Customer suffers any loss as a result of any legitimate action taken by the Transporter and/or Crown (including its authorised agent), which is in compliance with the UNC and which is not as a result of the Transporter's and/or Crown's negligence, the Customer shall not bring any action or proceedings against Crown or the Transporter and neither the Transporter nor Crown shall have any liability to the Customer.
- 4.20 Where the Customer appoints its own Meter Asset Manager and/or data service provider at any time, the Customer will:
- i. immediately notify Crown and promptly provide Crown with all information it requires in relation to the Meter Installation and/or Meter Work from time to time;
 - ii. ensure that all Meter Work is carried out by a registered Meter Asset Manager;
 - iii. provide Crown with all relevant Meter Readings required to support current industry regulatory obligations and requirements irrespective of whether SMART Metering Equipment is installed and provide photographic evidence of such readings if requested;
 - iv. provide Crown with details of the Meter Asset Manager. If the Customer fails to provide such details when required, or if the Customer/ its appointed Meter Asser fails to maintain and repair the Meter in accordance with the Agreement, Crown may appoint a Meter Asset Manager of its choice; and
 - v. pay any Losses which Crown may incur as a result of changes to the Meter Installation and/or services that have been (or ought to have been) carried out by the Customer`s Meter Asset Manager, including but not limited to (a) the cost of appointing an Meter Asset Manager under (iv) above; (b) an increased Standing Charge where Crown's costs have increased as a result of a change in Meter Asset Manager. For the avoidance of doubt, Crown shall be under no obligation to reduce the Standing Charge as a result of the change in Meter Asset Manager.
- 4.21 In the event that Ofgem (or other relevant authority) issues a direction as granted under the Energy Act 1976 (as amended) that prohibits or restricts the supply of Gas, then Crown may discontinue or restrict the supply of Gas to the Meter. In such an event the Customer shall take all steps to cease the consumption of Gas in connection with the affected Meter immediately after being instructed by Crown to do so, for as long as Ofgem`s (or relevant authority's) direction is in force.
- 4.22 Comply fully with the Customer`s obligations under any Ancillary Agreement; breach of this obligation shall be a material breach of the Agreement.

5. QUANTITIES

- 5.1 Crown will supply Gas to the level of the MACC provided always, however, that Crown's obligation to supply shall be limited to the capacity of the existing Transporter's Equipment and the Meter.
- 5.2 Where any information provided by or agreed with the Customer (including the FAC and FCC) is inaccurate, Crown may, at any time, acting reasonably, recover any additional costs incurred either by (i) increasing the Contract Price; or (ii) invoicing the Customer for the actual/expected additional costs.
- 5.3 In respect of each Meter, where the FAC is more than 500,000 kWh or where an MCC and/or MACC greater than zero is specified in the Contract Details:
 - i. if the Customer received from Crown in any Supply Period less than the MCC for each Supply Period, Crown shall be entitled to charge the Customer, and the Customer shall pay, an amount equal to the difference between the actual quantity received and the MCC multiplied by the Unit Charge; and
 - ii. if the Customer has received from Crown in any Supply Period more than the MACC (**MACC Breach**), Crown shall be entitled to recover from the Customer all and any additional costs, expenses and charges it suffers and or incurs in connection with the MACC Breach. Crown may do this by any one or more of the following methods (i) adjusting the Unit Charge taking into account the prevailing market wholesale cost of gas relevant for the remainder of the Supply Period; (ii) increasing the Standing Charge to reflect any additional costs which may be incurred as a result of the MACC Breach; and (iii) invoicing the Customer for such additional costs, expenses and charges (calculated by Crown acting reasonably). Any changes to the Unit Charge and Standing Charge will take effect from the first day of the MACC Breach or in the absence of any Meter Readings, the date which Crown reasonably believes to be the first day of the MACC Breach and will continue for the remainder of the Supply Period. For the avoidance of doubt, Crown may invoice the Customer for these additional costs, expenses and charges at any time following the MACC Breach, including after the expiry of the Supply Period and/or termination of the Agreement and the Customer's liability to pay these charges shall not be affected by the expiry of the Supply Period and/or termination of the Agreement whether as a whole or in relation to any specific Meter.
- 5.4 In respect of each Meter where a Customer has consumed (or is estimated to consume) less than 10,000 kwh by each Supply Date anniversary, Crown shall be entitled to recover from the Customer all costs incurred by Crown in connection with the transportation and metering of Gas to the Site (including any standing charges) whether or not Gas is consumed.

6. QUALITY AND MEASUREMENT

- 6.1 Gas supplied shall comply with the same standards of pressure and quality as applied to the supply of Gas by the Transporter under the Act and any other applicable statute(s) and regulations in force from time to time.
- 6.2 Crown shall ensure that the Transporter or Installer is responsible for the installation, operation and maintenance of each Meter.
- 6.3 If SMART Metering Equipment is to be installed (which shall be at the Installer's discretion) at any time during the Supply Period, the Customer shall permit the Installer such access as is required to install the SMART Metering Equipment. Such installation shall be at the Installer's cost unless ancillary equipment is deemed necessary for such installation in which case the Customer shall be responsible for all costs and expenses associated with such ancillary equipment. If the Customer requires any data from the SMART Metering Equipment, the Installer reserves the right to charge the Customer an additional amount for such information.
- 6.4 Meter Readings shall be collected by the Transporter, its authorised agent, or another person appointed by Crown to take Meter Readings except where SMART Metering Equipment is installed, in which circumstances a reading may be taken by the Installer, Crown or their authorised agent(s).
- 6.5 If in any Contract Month, the Meter is not read or a Meter Reading is not made available promptly to Crown by the Meter Reader or otherwise, by the Customer (and there is no SMART Metering Equipment

or the SMART Metering Equipment installed is malfunctioning), the quantity of Gas taken by the Customer for such Contract Month shall be estimated by Crown. If an invoice covers a period of more or less than one calendar month, then Crown reserves the right to adjust the monthly invoice to reflect consumption for a calendar month. Where the Customer has failed to provide any Meter Reading under clause 4.3, Crown may, appoint a third-party Meter Reader and Crown reserves the right to pass the cost of obtaining that Meter Reading through to the Customer.

- 6.6 The Customer may request that the Meter be verified for accuracy. The Customer shall, initially, be liable for all the costs and charges of and associated with such verification process (**Verification Charges**) which must be paid to Crown in full prior to the examination and/or testing of the Meter. Pending the results of such examination and/or testing, the Customer must pay Crown`s invoices in full as and when they fall due. Where the Meter is found to be recording inaccurately Crown shall: (i) either refund any overpayment or apply a credit to the Customer`s account; and (ii) refund the Verification Charges.
- 6.7 The reading shown on the Meter shall be evidence of the quantity of Gas consumed.
- 6.8 The quantity of Gas consumed in energy terms shall be calculated using formulae generally accepted in the Gas industry.

7. CONTRACT PRICE

- 7.1 Subject to any other term of the Agreement, Crown will charge the Customer the Contract Price in connection with the supply of Gas to the Site(s). The Contract Price is exclusive of VAT or any other tax, duty or imposed levy on the sale, consumption or use of the Gas, Crown shall be entitled to add VAT at the prevailing rate and to adjust any amount invoiced to reflect any other tax duty or levy imposed on the sale of Gas from time to time.
- 7.2 Notwithstanding any other term to the contrary in the Agreement, Crown shall be entitled at any time and on any number of occasions:
 - i. on twenty-eight (28) days` notice to increase the Contract Price and/or amend the Agreement as a result of: (a) any change(s) in Crown`s arrangements or costs in relation to and/or in connection with the purchase, supply, metering, transportation and/or distribution of Gas (where the Product Type is not You Fix); and/or (b) any regulations set, introduced or imposed by the Government or any regulator, including, but not limited to, any increase in VAT, levies or any duties or imposts; and/or (c) any increase in the UIG (*unidentified gas*), other charges for which Crown is or becomes liable; and/or (d) any mutualisation charges for which Crown is or becomes liable; and/or (e) any charges for which Crown becomes liable as a result of supplier failure and/or insolvency; (f) any material change in balancing costs; and/or (g) any national shortage of Gas or any other event that impacts the availability of Gas in the UK and/or mainland Europe;
 - ii. to pass on to the Customer any penalties, costs and expenses incurred and/or to increase the Contract Price as a result of the Customer failing to provide accurate and complete information: (a) as at the Agreement Date; and (b) promptly, thereafter, for as long as Crown remains the Customer`s Registered Supplier;
 - iii. to increase the Contract Price and/or amend the Agreement where there is a reduction in the number of Meters receiving Gas pursuant to the Agreement;
 - iv. to increase the Contract Price where the Customer is (or has been) in breach of agreed terms to pay Crown by direct debit;
 - v. to increase the Contract Price where the Customer`s Gas consumption is not in line with the Forecast Annual Consumption; and
 - vi. without prejudice to any other rights and/or remedies Crown may have, to increase the Unit Charge and/or Standing Charge to take account of Losses Crown suffers or incurs (or may suffer or incur) as a result of the Customer failing to comply with its obligations under the Agreement and/or at any time being in breach of any warranties it has given in these terms and conditions.
- 7.3 Crown may charge the Customer for any Siteworks it arranges on behalf of the Transporter or Installer.

7.4 Unless expressly stated otherwise, all quotations issued by Crown are based upon a Low Pressure Meter Installation. Crown reserves the right to pass on to the Customer any additional charges incurred should the Meter Installation be at (or change to) Elevated Pressure.

8. BILLING AND PAYMENT

- 8.1 Crown may undertake credit checks on the Customer. The Customer agrees to Crown sharing its payment history with credit reference agencies. If, at any time during the Agreement, the Customer's credit risk becomes unacceptable to Crown (or its credit insurer), Crown may request a third-party guarantee and/or a security deposit for an amount to be determined by Crown acting reasonably. Unless an acceptable third-party guarantee and/or security deposit is put in place within ten (10) days of its request, without prejudice to its other rights and remedies, Crown may regard the Customer as having failed to comply with its obligations under the Agreement and shall follow the process set out in clause 2.10. (and such event shall be regarded as a material and irremediable breach of the Agreement).
- 8.2 Ordinarily, Crown will invoice the Customer in arrears for Gas delivered. Where a Change of Tenancy has occurred and/or where the Customer's credit risk becomes unacceptable to Crown, Crown may, from time to time with prior notification, charge the Customer in advance for Gas to be delivered. In the absence of a valid Meter Reading (for whatever reason), Crown may invoice the Customer based on its estimate of the quantity of Gas delivered to the Customer during the relevant billing period. Where it decides to invoice the Customer in advance, Crown may invoice the Customer based on its estimate of the quantity of Gas that will be delivered to the Customer during the relevant billing period. Crown will make all reasonable efforts to post or email monthly invoices ('e-billing') to the Customer detailing the quantity of Gas delivered (or estimated to be delivered) and the Contract Price of the Gas. Crown, however, reserves the right to invoice the Customer for such periods and at such intervals as it sees fit.
- 8.3 Crown's charges become due on the date of invoice and are payable within 10 days of the date of invoice (unless agreed otherwise). Payment shall be made by the method set out in the Contract Details or the Renewal Agreement (as may be varied by Crown from time to time). If payment is to be made by direct debit, the Customer shall at all times ensure there are sufficient available funds in its account to meet such direct debits. All Crown direct debits for the amount due for Gas delivered (or estimated to be delivered) will be taken from the Customer's bank account ten (10) days after the date of invoice unless agreed otherwise. All other sums for which the Customer may become liable under the Agreement shall become due on the date of invoice or demand and payable within ten (10) days from the date of invoice or demand (as the case may be) save that a Termination Fee and/or Flex Termination Fee become due and payable on the date of invoice. Crown is under no obligation to accept payment from any party other than the Customer named in the Contract Details or Renewal Details (as the case may be) or the party being supplied Gas by Crown pursuant to a Deemed Contract.
- 8.4 Subject to clause 8.9, if the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due: (i) the Customer shall notify Crown in writing as soon as possible and in any event no later than fourteen (14) days from the date of the relevant invoice (if the Customer fails to notify Crown of the dispute within fourteen (14) days as required, the Customer will be deemed to accept the charges in full and waives any claims it may have in respect of the amount of the invoice); (ii) the Customer's failure to pay charges validly disputed in accordance with this clause 8.4 shall not be a breach of the Agreement or Renewal Agreement (as the case may be); (iii) the Customer shall pay the balance of the invoice which is not in dispute by the due date for the payment of the invoice; and (iv) once the dispute has been resolved, where the Customer is required to make a balancing payment, it shall do so within seven (7) days and such balancing payment will also include a sum representing interest on the outstanding and due amount at the rate set out in clause 8.5 from the date the original invoice became due to the date of payment.
- 8.5 If payment has not been received by the due date, Crown may charge interest on the overdue amount from the due date at a rate of 6% per annum above Barclays Bank Plc base rate in force at the time.

- 8.6 If the Customer fails to set up or, at any time cancels, its direct debit arrangement without prior consent in writing from Crown, or the direct debit mandate is not effective, Crown may increase the Unit Charge by 0.5p/kWh and charge the Customer an administration fee of £1.00 per day which shall be added to the standing charge until payment by direct debit is established or resumed.
- 8.7 If Crown is supplying the Customer (or Affiliate of the Customer) with Gas to more than one Meter under the Agreement (or a number of agreements), Crown shall be entitled to transfer or credit monies between the accounts of the Customer (or any associated or holding company of the Customer) where monies are outstanding or where monies paid have been misallocated between such accounts.
- 8.8 The Customer shall have no right of set-off against any monies due to Crown under the Agreement or otherwise. Crown may at any time, without notice to the Customer, set off any liability of the Customer (or Affiliate of the Customer) to Crown against any liability of Crown to the Customer (or Affiliate of the Customer), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement and/or any Deemed Contract. If the liabilities to be set off are expressed in different currencies, Crown may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Crown of its rights under this clause 8.8 shall not limit or affect any other rights or remedies available to it under the Agreement.
- 8.9 Subject to 8.10, where Crown issues an invoice to a Micro Business Customer or otherwise seeks to recover charges for a quantity of Gas and/or Standing Charge (or any other type of supply charge) from that Micro Business Customer, then the quantity of Gas and/or Standing Charge (or any other type of supply charge) which is itemised on the invoice shall be limited to an amount which could have reasonably be considered to have been consumed and/or accrued within the twelve (12) months preceding the invoice date.
- 8.10 Paragraph 8.9 does not apply in the following circumstances:
- i. where Crown has raised an invoice in a manner which has complied with paragraph 8.9 and, due to non-payment is continuing to take steps to obtain payment for the quantity of Gas and/or Standing Charge (or other types of supply charge); and
 - ii. Crown has been unable to issue an invoice for the correct amount of Gas consumed due to obstructive or manifestly unreasonable behaviour of the Micro Business Customer.
- 8.11 If Crown agrees to accept payment of its charges by credit card, Crown may charge an additional fee to cover the costs associated with credit card payments.

9. FORCE MAJEURE

- 9.1 Either party shall be relieved from the consequences of failing to perform its obligations under the Agreement to the extent that such failure is the result of an Event of Force Majeure.
- 9.2 An 'Event of Force Majeure' shall mean any event or circumstances beyond the reasonable control of either party resulting in the failure by that party to fulfil any of its obligations under the Agreement and which shall include:
- i. damage to, or failure, breakdown of physical inoperability of the System Operator's transmission system, the Transporter's Equipment and/or Meter and/or the facilities of Customer at any Site;
 - ii. non-availability of supplies of Gas from the Transporter;
 - iii. act of national, municipal or other governmental agency, whether domestic or foreign;
 - iv. epidemic or pandemic;
 - v. war declared or undeclared, military invasion and/or occupation civil war, riot or civil disturbance (whether or not any part of the UK is directly involved); or
 - vi. strike, lock-out or other industrial action,
- provided that in no event shall either party be relieved from liability in circumstances in which the Event of Force Majeure could have been prevented or overcome by the exercise by it of reasonable efforts.
- 9.3 The parties shall not be relieved by reason of an Event of Force Majeure from any obligation to indemnify or to make any payments due under the Agreement.

10. RISK AND OWNERSHIP

- 10.1 Crown warrants that the Customer will obtain good title to the Gas supplied in accordance with the terms of the Agreement and such Gas will be free of all liens, charges and adverse claims.
- 10.2 Title to and risk in the Gas received by the Customer shall pass to Customer at the Offtake Point.
- 10.3 Subject to clause 10.4, neither Crown nor the Customer shall, in any circumstances, be liable to the other whether in contract, tort (including negligence), equity, breach of statutory duty, under any indemnity or otherwise for any Excluded Loss.
- 10.4 Nothing in the Agreement shall exclude or restrict the liability of either party:
 - i. for death or personal injury resulting from negligence; or
 - ii. for fraud or fraudulent misrepresentation; or
 - iii. under the Consumer Protection Act 1987; or
 - iv. for breach of the implied conditions as to title and quiet possession implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 10.5 Subject to clauses 10.3 and 10.4, Crown`s total liability in respect of all other losses arising under or in connection with the Agreement whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise shall not exceed the cost of the Gas supplied in the previous twelve (12) Contract Months or the period for which the Gas has been supplied, whichever is the shorter.
- 10.6 The Customer shall indemnify (and keep indemnified) Crown against all and any Losses and penalties Crown suffers and/or incurs (including isolation, legal, third party and reinstatement costs) arising out of or in connection with (i) any breach, default, act or omission by the Customer in respect to its obligations and/or warranties under the Agreement and/or (ii) termination of the Agreement save where termination is due to Crown`s material breach; and/or (iii) removal, isolation or capping of the Meter.
- 10.7 Any provision in the Agreement, allowing Crown to recover its Losses from the Customer is in addition (and without prejudice) to Crown Gas Power`s other rights and remedies under the Agreement or otherwise.
- 10.8 The rights and remedies of the Customer provided under the Agreement are exclusive of, and not in addition to, any rights or remedies provided by law.

11. PERSONAL DATA

- 11.1 Where the Customer (or its energy broker or managing Agent) provides Personal Data to Crown, the Customer warrants that: (i) it has obtained the permission of the relevant individual(s) to provide such Personal Data to Crown; and (ii) that the relevant individual(s) agrees that the Personal Data can be used for the purposes set out in the Agreement. The Customer shall notify Crown immediately in writing should the relevant individual(s) withdraw this permission at any time and will indemnify (and keep indemnified) Crown against all and any Losses and penalties arising as a result of, or in connection with, the Customer`s breach of this clause 11.1.
- 11.2 Crown or its authorised agents may collect and use Personal Data (including data relating specifically to the Agreement):
 - i. to carry out its obligations under the Agreement;
 - ii. to contact the Customer (including by post, e-mail, phone, text or other forms of electronic communications) for a legitimate reason to provide information, products or services which Crown believes may interest the Customer, or to carry out market research (except where the Customer has asked that the relevant individuals are not contacted for such purposes);
 - iii. to carry out quality assurance checks;
 - iv. to help to prevent and detect fraud;
 - v. for matters relating to health and safety; and
 - vi. if Crown is under a duty to disclose the Personal Data for legal or regulatory reasons to third parties such as the police, Ofgem or other regulatory body or authority.
- 11.3 Crown is a data controller of such Personal Data for the purposes of the Data Protection Law.
- 11.4 Where Crown processes a Customer`s Personal Data, that Customer has the following rights in relation to such data:
 - i. the right to know what data is being processed;
 - ii. the right to access that data;

- iii. the right to rectify any errors in the data;
 - iv. the right to have such data erased;
 - v. the right to restrict the further processing of the data;
 - vi. the right to receive the data (or have the data transferred to another organisation) in a structured and machine readable format (commonly called the '*right to data portability*');
 - vii. the right to object to further processing of the data; and
 - viii. rights in relation to automated individual decision-making and profiling (an example of such automated decision-making and profiling would be credit scoring).
- 11.5 Further details relating to how Crown processes personal data as well Customer data protection rights can be found within the privacy notice, a copy of which can be viewed [on www.crowngas.co.uk](http://www.crowngas.co.uk)

12. MISCELLANEOUS

- 12.1 Crown may assign, transfer or novate the Agreement provided that the assignee, transferee or incoming party is an approved gas supplier by the Director General of Gas supply and the Customer shall promptly execute and deliver such documents and perform such acts as may be required to give effect to such assignment, transfer or novation. The Customer may not assign, transfer or novate the Agreement without the prior written consent of Crown.
- 12.2 Any notice to be given pursuant to the Agreement shall be in writing and may be served by personal delivery or first class post or by email to the parties at their respective addresses as set out in the Contract Details or the Renewal Details and shall be deemed to be given when received at such addresses on the day when personal service is effected or if by post two (2) days after the date of posting or in the case of email upon acknowledgement from Crown of receipt of the email.
- 12.3 The Agreement shall be governed by and constructed in accordance, with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales as the proper legal forum for the settlement of any dispute which cannot be settled by agreement between parties within fourteen (14) days of the same arising.
- 12.4 Crown reserves the right, at any time, to make such changes to these terms, as it deems necessary, for operational reasons including (without limitation) to ensure continuity of supply of Gas for the Supply Period and/or to comply with its legal and/or regulatory obligations. The Contract Price shall remain the same for each Supply Period (save as provided for by (i) clauses 4.17, 4.20 (v), 5.2-5.4, 6.5, 7.1-7.4 and 8.6 (or any other relevant clause(s) of the Agreement); or (ii) to reflect any variation to the Standing Charge).
- 12.5 Crown may vary the Out of Contract Rate and/or the Deemed Contract Rate at any time on notice by publishing the revised rate(s) on its website. The new rates will take effect from the date stated on the website.
- 12.6 If requested, Crown may, at the Customer's expense, assist the Customer to offset, or reduce, its carbon emissions as part of a voluntary scheme by purchasing carbon credit(s) or renewable gas guarantees of origin (RGGOs) to satisfy the FCC. Crown shall determine the number of carbon credits and RGGOs to be purchased at any one time and the timing of such purchases and reserves the right to purchase sufficient carbon credits and RGGOs to satisfy actual consumption rather than FCC. Crown shall be under no obligation to purchase additional carbon credits or RGGOs (or refund the Customer) should actual gas consumption vary from the FCC. Compliance with all relevant legal and/or regulatory requirements and/or obligations remain the responsibility of the Customer.
- 12.7 The Customer, or an authorised signatory on the Customer's behalf, may use an electronic signature on the Contract Details or Renewal Details.
- 12.8 The Customer agrees that it shall at all times (both during the term of the Agreement and after its termination) keep confidential, and shall not use without the prior written consent of Crown, disclose any Confidential Information to any third party unless the information was: (i) public knowledge; or (ii) subsequently becomes public knowledge other than by breach of this clause 12.8; or (iii) subsequently comes lawfully into the possession of the Customer from a third party. Nothing in the Agreement shall prevent the Customer from disclosing Confidential Information when required to do so by a mandatory provision of applicable law, any court of competent jurisdiction, the rules of a relevant stock exchange on which the Customer's shares are listed or quoted or an appropriate regulatory body.

- 12.9 The failure of Crown to exercise or enforce any rights under the Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 12.10 Where the Customer has instructed an energy broker or managing Agent with whom Crown does not ordinarily work, Crown may require the Customer to email Crown at hello@crowngas.co.uk with confirmation of those instructions in addition to providing a valid letter of authority.
- 12.11 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions. If any provision or part-provision of the Agreement is deemed deleted under this clause 12.11, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.12 The Customer shall promptly provide all information and/or documentation reasonably required by Crown to audit the Customer`s compliance with its obligations under the Agreement.

Audit trail

Title	Q00304375-1.pdf
File name	Contract-12.pdf
Document ID	eyJpdil6ljRPNGFwUEI6ZVRJOUlhdzZGNXNLZHc9PSIsInZhbHVlIjoibm5VN0M5ajRHakw4UWQyTORWUjZaZz09IiwibWFjIjoieNTE4ODk0Y2VhNTA2NmExOGNmZjhlZDgyMTNmMmM0OGY5MzhmNDBjZjA3OTYzNWM5M2lwNTdkZWNIWzQwOWI3YylsInRhZyl6liJ9
Audit trail date format	DD / MM / YYYY
Status	Signed

This document was signed on econtracts.crowngas.co.uk

Document history

VIEWED **10 / 10 / 2024**
12:25:30 Viewed by User (John.Galvin@simple-light.co.uk)
IP: 212.139.153.254

REASSIGNED **10 / 10 / 2024**
12:25:53 The contract has been reassigned to David Naylor
(clerk.napc@gmail.com)
IP: 212.139.153.254

VIEWED **10 / 10 / 2024**
12:55:16 Viewed by David Naylor (clerk.napc@gmail.com)
IP: 81.141.196.212

SIGNED **10 / 10 / 2024**
13:15:12 Signed by David Naylor (clerk.napc@gmail.com)
IP: 81.141.196.212

ENCLOSURE 6

From: Ben Hales <bhales@axon-it.com>
Sent: Monday, November 25, 2024 2:37 PM
To: David Naylor <clerk.napc@gmail.com>
Subject: Re: Nether Alderley Parish Council IT Assistance

Hi David,

I hope this email finds you well.

As we discussed, we're excited about the opportunity to provide a tailored IT solution for NAPC. We've carefully considered your specific needs and have crafted a proposal that mirrors the successful setup at Bollington Town Council.

By transitioning to Microsoft 365, you'll benefit from a seamless migration of your existing email data and ongoing support to ensure a smooth transition.

Please see the following quote and breakdown of services included:

Microsoft 365 Licenses:

- x9 Microsoft Business Standard: £10.30 per user, per month.

Axon Managed IT Support:

Axon IT Standard Support (same as Bollington TC) - £30 per user, per month for x9 users/devices.

- Unlimited Remote Support & Incident Management / End User Training
- Office 365 User & Group Management
- Azure & Office365 Tenant Management (Security)
- Microsoft & 3rd Party Patch Management (Security)
- Managed Anti-virus/Anti-Malware (Security)
- Executive Reporting
- Technology Business Reviews
- Asset Management & Reporting

Migration into Microsoft 365 & Setup (One-Time):

- x6 Hours Engineering at £135 p/h - Microsoft 365 Setup
- x9 Hours Engineering at £135 p/h - Email Account & Data Migrations from current providers x9
- x3 Hours Engineering at £135 p/h - Setup of Monitoring, Support and Testing
- Total 18 Hours - £2430

On the topic of the setup costs, if need be, we can look to spread this over a 36 month period - if you'd like to explore this option, please let me know. I welcome a call to discuss the above in further detail as I assure there will be questions

Once you're happy, I can raise the contracts and we can get you booked in for setup!