

## **1. DURATION**

- (i) The Contract shall, subject to clause 2, remain in force for the period as defined on page 1 of this Contract commencing on the actual supply commencement date and any renewal periods thereafter. Economy Gas shall provide a renewal offer to the Customer approximately 60 days prior to the cessation of the Contract renewing the Contract automatically for a period of 1 year unless the Customer gives written termination notice no later than 30 days prior to the cessation of the Contract. The Customer must send the written termination to: Economy Gas Limited, Universal House, Longley Lane, Manchester, M22 4SY. Upon receipt of the aforementioned termination notice Economy Gas will end the Contract on the anniversary date provided the Customer has paid all monies owed to Economy Gas otherwise the transfer will be objected to. In the event that this Contract has been terminated and the Customer has not transferred to an alternative supplier then Economy Gas will charge the prevailing out of contract rate for any supply provided by them. Economy Gas will raise an objection to any attempted transfer of supply whilst a Contract remains in force with them.
- (ii) Economy Gas shall have the right to assign or otherwise delegate all or any of its rights and obligations under this Agreement to any company or third party.

## **2. TERMINATION**

- (i) Subject to clause 2(b) and (c), either party may terminate the Contract forthwith by written notice to the other at any time if:
- (a) the other is in material breach of its obligations hereunder and fails to remedy the same within fourteen days after receiving written notice of the failure from the terminating party requiring it to be remedied and notifying its intention to exercise the right of termination under this sub clause; or
- (b) the other ceases to trade or enters into liquidation whether voluntarily or compulsorily, if an interim order or a bankruptcy order shall be made in respect of the Customer under the Insolvency Act 1986 or if it compounds with its creditors or has a receiver, administrative receiver administrator, nominee, supervisor or similar officer appointed over all or any of its assets or its undertaking or any part thereof, or if any action, petition, application or proceeding is initiated or resolution passed related to any of the aforementioned matters.
- (c) the Customer commits a breach of this Contract (including without limitation, the non-payment of the Company's charges) and in the case of a breach capable of remedy fails to remedy the breach within 7 days of written notice to do so.
- (ii) The supply of gas to the site needs to be isolated for whatever reason, the costs incurred will be payable by the customer.
- (iii) Any termination of this Contract shall be without prejudice to any rights or remedies of either party which arise prior to or as a result of termination.

## **3. PRICE**

- (i) The Contract price for Gas supplied under this Contract in the subsequent years shall remain the same unless the Customer is notified prior to the anniversary of the Supply Date of any proposed changes. Natural Gas taken outside of any contract period will be charged at the out of contract price that is in place at that time.
- (ii) The Contract Price for Gas supplied under this Contract during any Contract Year is as shown in the Contract/Renewal Notice subject to clause 1 in the Schedule. This price is subject to change without notice if factors beyond the Company's control affect the cost of gas.
- (iii) The minimum chargeable quantity under this Contract will be 60% of the estimated annual consumption. If a meter point uses less than 10% of the anticipated monthly percentage of Transco's annual consumption (e.g. if a property becomes vacant), a charge of £45 per month, per meter will be made or the meter will be removed at the prevailing rate charged by Transco or other meter agency. Customer shall be responsible for all costs incurred in isolating the site.
- (iv) For contracts that are paid by Direct Debit, if 2 direct debit payments fail in any 12 month period, then any further collection failures will incur a £20 + VAT administration charge.

## **4. MEASUREMENT**

- (i) The Customer shall remain responsible for all pipes and apparatus installed for the supply of gas that are situated on the Customer's side of the meter and shall ensure that these are maintained in good working order and condition at all times.
- (ii) The Customer shall permit BGT (at BGT's expense) to install, operate, renew and maintain any pipes, meters or any other apparatus to transport measure and control gas ("Equipment") all of which shall remain in the ownership of BGT. The Customer is responsible for ensuring that the Equipment is not damaged or mistreated.
- (iii) The reading shown on the meter shall be prima facie evidence of the volume of gas consumed under this Contract, unless that meter is found to be registering falsely to a degree which exceeds that permitted by regulations.
- (iv) Where the meter reading is unavailable, estimates (based on historic consumption as provided by BGT) will be used to raise invoices or in accordance with any budget payment plan agreed with Economy Gas.
- (v) The amount of gas consumed in energy terms shall be calculated using the Standard industry methods referred to in the Gas Suppliers License, as issued by the Office of Gas Supply.
- (vi) The Customer may at any time by giving reasonable notice in writing request Economy Gas to verify the meter readings for accuracy. If a verification shows that the meter is accurate within the limits in accordance with Section 17 of the Gas Act, the costs of such verification shall be borne by the Customer. Where the meter has been found to register inaccurately to a degree exceeding that permitted by the regulations, then a suitable adjustment shall be made in the accounts rendered by Economy Gas since the penultimate date on which the meter was read (otherwise than in connection with the examination) and the amount of money due from or to Economy Gas shall be paid on demand except in the case where it is proved to have begun to register inaccurately as described on some later date.
- (vii) The Customer shall forthwith notify the Company of any material change in the Customer's consumption of Natural Gas during the Supply Period.

## **5 LIABILITY**

- 5.1** Economy Gas shall not be liable to pay any termination fees or other charges payable to the Customer's previous or other supplier(s) of gas services.
- 5.2** Neither the Customer nor Economy Gas excludes or limits its liability for death or personal injury caused by its negligence.
- 5.3** Economy Gas shall not be liable for any loss or damage caused to the Customer except where caused by Economy Gas's negligent acts or negligent omissions or Economy Gas's breach of contract and in such event Economy Gas's total liability to the Customer under this Agreement for any loss or damage shall be limited to £10,000.
- 5.4** Subject to clause 5.2, Economy Gas shall not be liable to the Customer for: any indirect, consequential and/or special loss or damage; loss of profit; loss of revenue, loss of production or loss of business; loss of contracts; loss of goodwill, loss of reputation or loss of opportunity; loss of anticipated savings or loss of margin; wasted management, operational or other time or liability of the Customer to third parties.

5.5 In particular, no warranties, representations, agreements, terms or conditions, either express or implied, are given by Economy Gas as to the quality of gas services provided, which is determined by matters within or outside the control of Economy Gas.

## **6. TITLE AND RISK**

- (i) Title and risk in the Gas shall pass to the Customer at the Supply Point.

## **7. PAYMENT**

- (i) Economy Gas will provide an account to the Customer as soon as practicable after the end of each month showing the amount of Gas consumed or an estimate of the amount of Gas consumed and the total charge.
- (ii) If payment is not received by the due date Economy Gas shall be entitled until such time as payment is received, to charge interest and compensation as per the Late Payment of Commercial Debts Regulation 2002
- (iii) All amounts mentioned herein as payable by the Customer are exclusive of Value Added Tax (or any other applicable taxes) and Economy Gas may add to such amounts and the Customer shall pay, such tax or taxes at the rate or rates applicable from time to time.
- (iv) We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

## **8. SAFETY AND EMERGENCIES**

- (i) Where the Customer believes that there is, has been or is likely to be an escape of gas or that the Equipment may be damaged resulting in an escape of gas, then the Customer must immediately notify BGT on 0800 111 999. The Customer shall undertake not to use gas in any way that is likely to create any risk to the health and safety of any person or risk of damage to any property, or in any way that could interfere with the efficient supply of gas to other consumers.

## **9. EMERGENCY SERVICES**

- (i) Emergency services will be provided by or on behalf of Economy Gas. Any call out charges relating to the ceasing of the escape of gas or other emergency services on the Customer's installation downstream of the gas meter charged by the Transporter shall be reimbursed to Economy Gas.

## **10. SUSPENSION**

- (i) If the Customer fails to comply with any of its obligations and such failure remains unremedied for 7 days after written notice has been given by Economy Gas requiring such remedy or any invoice remains unpaid for more than 7 days after its due date, Economy Gas shall be entitled to suspend the Supply forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that Economy Gas may have.

## **11. SITE ISOLATION, CLOSURE & CHANGE OF OWNERSHIP**

- (i) The supply point may be isolated either:
- At the request of the customer
  - Following termination of this Agreement by the Supplier; or
  - In the event of demolition or substantial redevelopment of the premises, or otherwise where the Supplier determines necessary for safety reasons.
- (ii) The customer authorises the employees, agents or contractors of the Supplier and the Transporter to enter its premises on written notice at all reasonable times for the purpose of isolation. If the supply of gas to the site needs to be isolated for any reason, the Customer shall pay all costs incurred in isolating the site.
- (iii) If the ownership of the site changes, the Customer shall remain liable for all charges in respect of the Site under this Agreement until the Supplier has received written confirmation of any change in ownership and either this Agreement is validly assigned by the Customer or arrangement has been agreed for another supplier to take over the Site or other contractual arrangements have been entered into.
- (iv) The Customer named in this contract shall not assign this contract to any other party without the prior written consent of Economy Gas.

## **12. FORCE MAJEURE**

- (i) If in or as a consequence of any circumstance or event which is beyond the reasonable control of either party it is not reasonably practicable for that party to perform any of its obligations in accordance with this Contract, such obligations (other than the obligation to make payment under this Contract) shall be suspended to the extent that and for so long as it is so impracticable. Whenever possible each party shall give to the other prior written notice of such suspension.

If the supplier is given a direction under section 2(1) (b) of the Energy Act 1976 prohibiting or restricting the supply of gas to specified persons, then, for so long as the direction is in force and so far as is necessary or expedient for the purposes, or in connection with, the direction - the Supplier is entitled to discontinue or restrict the supply of gas to the Customer the Customer shall refrain from using, or restrict his use of gas on being informed by the Supplier that he should do so.

## **13. DEFINITIONS**

- (i) "BGT" means British Gas Transco, the provider of Transportation and metering services to the gas industry.
- (ii) "Site" means the location(s) at which the Customer carries on its business as identified in this Contract.
- (iii) "Supply point" means the point at which Economy Gas shall make gas available to the Customer under this Contract.
- (iv) "Transporter" means the public gas supplier as defined in the Gas Act 1986.