

**Standard Terms and Conditions for the Supply of Mains Gas to Business Customers  
SEG GLS TC8 (version 1.2)**

**Standard terms and conditions for the supply of gas to non daily metered premises by Southern Electric Gas Limited trading as either Southern Electric Gas, Scottish Hydro Electric Gas or SWALEC as specified on the Contract or Supply Application Form.**

**1 Conditions Precedent The Parties' obligations are conditional upon:**

- 1.1 You having properly given notice of termination to Your previous Supplier where required to do so under your agreement;
- 1.2 You having returned to Us a completed direct debit mandate form (if applicable);
- 1.3 You successfully passing Our credit checking process and if requested having provided Us with a security deposit, bond or guarantee;
- 1.4 Us being a licensed gas supplier and licensed gas shipper under Section 7A of the Act;
- 1.5 For each Supply Point, Us being a party to the Relevant Gas Transporter's Network Code;
- 1.6 For each Supply Point each appropriate Agency Service having a confirmed Registration;
- 1.7 Us having a confirmed Registration as Shipper for each Supply Point;
- 1.8 You confirming to Us that We are the sole Supplier of Gas to each Supply Point;
- 1.9 The Metering Equipment at the Supply Point(s) not comprising a pre-payment meter;
- 1.10 Us having received confirmation from the Relevant Gas Transporter of your Nominated Annual Consumption; and
- 1.11 You providing Us with the emergency contact details required under clause 23.
- 1.12 In the event that gas is supplied prior to satisfaction of each condition precedent for all Supply Points We shall be entitled to charge for Gas consumed at the prevailing Deemed Contract terms until the Commencement Date.

**2 Continuing Obligations**

- 2.1 The Parties shall ensure that for the duration of this Agreement each condition precedent of clause 1.2 to 1.11 shall be maintained and continue to have full effect.

**3 Supply and Term**

- 3.1 We shall supply Gas to each Supply Point up to the relevant Nominated Annual Consumption or if applicable Maximum Consumption(s) provided that the Relevant Gas Transporter's network is capable of transporting the required volumes from the Commencement Date until the First Termination Date and shall continue thereafter on a yearly basis unless and until terminated by either Party in accordance with this Agreement or this Agreement is superseded by a new Agreement, or:
- 3.2 All Gas passing through the Supply Point with effect from the Commencement Date shall be deemed to be supplied under this Agreement unless and until the same is terminated or terminates in accordance with the terms of this Agreement.
- 3.3 The title and the risk in the Gas supplied under this Agreement shall pass to You at the Supply Point.
- 3.4 In the event that You exceed the Nominated Annual Consumption or if applicable the Maximum

Consumption and/or the capacity of the Relevant Gas Transporter's Gas Supply Network or Installation Pipe work or both at any Supply Point then You shall pay to Us any costs, losses or expenses incurred by Us for the provision of and as a result of the provision of the excess.

- 3.5 In respect of any Supply Point where We are taking over the supply of Gas from another Supplier We may ask You to provide Us with meter readings obtained on the Commencement Date as confirmed by Us to You, or You must allow Us safe access for the purpose of obtaining such meter readings for which We may make a charge in respect of Our reasonable costs.
- 3.6 The characteristics of the supply will be in accordance with the relevant Network Code and this Agreement.

**4.0 Price and Payment**

- 4.1 As soon as practicable after the end of each Billing Period We shall deliver to You an account or invoice showing the amount payable under this Agreement, which shall be paid by You by direct bank transfer to such account as We may from time to time in writing notify to You.
- 4.2 (A) You shall pay each account or invoice within 14 days of posting, provided that if any amount remains unpaid after 14 days We shall (in addition to any other remedies We may have) be entitled to charge interest on a daily basis at the rate of 4% per annum above the base rate of the Bank of England from time to time; and if any amount remains unpaid after 30 days of posting We may also invoke clause 7.3 and / or clause 7.7.
- 4.2 (B) If any amount payable is the subject of a bona fide dispute, the amount payable shall be paid in full in accordance with clause 4.2 (A) After an agreement is reached the adjustment (debit or credit) shall be included in the next or earliest account or invoice delivered.
- 4.2 (C) Payments received from You shall be applied to accounts and interest charges in the order in which they were issued or made.
- 4.2 (D) You shall make all payments without deduction or set off.
- 4.2 (E) Any amounts payable under this Agreement are exclusive of any applicable United Kingdom tax, duty, levy, tariff or any government imposed charge on Gas supplied to Your premises prevailing at the time of supply and which shall fall due on such amount, for which You shall be additionally liable.
- 4.2 (F) Notwithstanding the foregoing if Your direct bank transfer arrangement is cancelled by You without Our prior agreement We shall be entitled to increase the Prices by 2% until such time as Your direct bank transfer is re-instated.
- 4.3 We shall be entitled by notice in writing to You to vary all or any of the Prices:
- 4.3 (A) if any direction is given pursuant to the relevant Section of the Act, by such amount as may be necessary to enable Us to recover from You an

- equitable proportion of the additional costs suffered by Us as a result of such direction.
- 4.3 (B) to reflect any variation in any element of the costs to Us of providing the supply of Gas which are not within Our reasonable control, including but not limited to:
- (i) any variation in or introduction of charges made by the Relevant Gas Transporter or as a result of a new tax, levy, duty or tariff of the United Kingdom;
  - (ii) any changes to the method of recovering Agency Services or associated costs;
  - (iii) the cost of installing at any Supply Point, Metering Equipment that at relevant consumption levels is capable of meeting the requirements for daily metering of the Gas supplied and or an Advanced Meter where the measured annual consumption of Gas is more than 732,000kWh;
  - (iv) where there are abnormal or excessive costs incurred in meter reading;
  - (v) where the information provided by You or Your representative or agent is incorrect;
  - (vi) where there is a delay in the Commencement Date due to circumstances beyond our reasonable control;
  - (vii) where you substitute Gas with another fuel other than by prior agreement with Us during periods of supply interruption or the normal course of business; and/ or
  - (viii) a Supply Point having been disconnected.
- 4.3 (C) If it is found that any of the Registration details of any Supply Point differs from that specified in the Schedule.
- 4.3 (D) to reflect any adjustment in the amounts payable by Us for Gas under any of the specified agreements as may be defined in Our supply or shipper licence.
- 4.4 subject to clauses 4.5, 4.6 and 7.1 upon giving You not less than 14 days notice in writing We shall be entitled to vary the Prices with effect from the First Termination Date or anniversary thereof, or;
- 4.5 if the Agreement has been terminated in accordance with these terms and conditions and Your new Supplier has not confirmed Registration for each Supply Point on the date of termination We shall be entitled by notice in writing to You to vary all or any of the Prices.
- 4.6. With effect from the First Termination Date or anniversary thereof and only in the absence of any effective notice in accordance with clause 4.4 or 4.5 We shall be entitled to increase all the Prices in the Schedule to Prices that reflect the prevailing gas market at the First Termination Date or the relevant anniversary thereof.
- 4.7 When you initially apply to Us to enter into an agreement for supply and periodically throughout this Agreement, we will carry out credit checks to help Us manage Your Agreement checking a number of records relating to You including, but not limited to:
- (i) Our own;
  - (ii) publicly available records; and
  - (iii) personal and business records at credit reference agencies.
- 4.7 (A) At Our sole discretion based on such checks We reserve the right to reject Your application and not enter into a contract with You or, request You to provide a security deposit, guarantee or bond.
- 4.7 (B) Such checks will be used to assess suitability of the payment arrangements We have with You, (when credit reference agencies receive a search request from Us they will place a search footprint on your business credit file that may be seen by other lenders), and for credit checking, assessing applications and verifying identity. We may monitor and record information relating to Your trade performance and as such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.
- 4.7 (C) We may also consult, at Our discretion, credit insurers, underwriters and others to assess financial risks and at Our sole discretion take out insurance against such risks. Where We do take out such insurance that is subsequently withdrawn by the credit insurer, You shall with immediate effect provide a security deposit, guarantee or bond as We may at Our sole discretion reasonably require.
- 4.8 If the information for charging purposes under this Agreement is not available at any time for whatever reason (including the inability to obtain a meter reading) then We shall be entitled to make such estimates of amounts due and such amounts shall be paid by You, subject to any subsequent adjustments which may be necessary.
- 4.9 If it is discovered that any meter reading has been inaccurate or omitted or the translation of readings into amounts payable has been incorrect then the amount due from or to Us shall be paid forthwith.
- 4.10 If You ask Us to reprogram or change Metering Equipment or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.
- 4.11 If the Relevant Gas Transporter imposes any additional charges in connection with the supply of Gas to any Supply Point, We shall be entitled to invoice the amount to You and You will reimburse Us for any such charge.
- 4.12 If some or all of the charges set out in this Agreement are from time to time to be provisionally assessed or estimated by Us or by others providing an Agency Service or by other relevant third parties and such provisional amounts are used for the purposes of providing You with an account or invoice then upon reconciliation by Us of such account or invoice against actual charges incurred during the Billing Period You shall pay Us any additional sums in accordance with the agreed payment terms. The additional sums will be notified to You by way of inclusion in a future account or invoice. Where the reconciliation results in a credit to You, the sum to be credited will be included in the account or invoice raised in the following Billing Period.
- 5 Agency Services, Access and Metering Equipment**
- 5.1 In the event that You wish to appoint all or any of Your own Agency Services providers including AMR Service Provider You shall procure that:
- (i) any such Agency Service provider appointed is suitably qualified and accredited under Ofgem's MAMCOP;

- (ii) any AMR Service Provider appointed is suitably qualified, performs its obligations in accordance with good industry practices, is accredited, and complies fully with the relevant industry code of practice.
- You must notify Us in writing of the identity of the Party whom You wish to engage to provide all or any Agency Service for Our approval prior to appointment.
- We reserve the right to inspect and audit any work carried out at a relevant Supply Point by Your chosen Meter Operator or AMR Service Provider to ensure that such work has been carried out safely. Should the work carried out be deemed at Our sole discretion to be unsafe We reserve the right to temporarily suspend or disconnect the supply of gas until the work has been rectified and deemed by Us as safe.
- Where approval has been declined by Us then You will be notified in writing. In the event that We become responsible for the appointment of any Agency Service provider We shall be entitled, at Our sole discretion, to either increase the Prices or impose a charge for the engagement of such service provider for which You shall be liable to pay in accordance with the provisions at clause 4.
- 5.2 You shall indemnify and keep Us indemnified from and against any amounts, losses or damages which We incur as a result or arising from Your breach of clause 5.1 or the negligent acts or omissions of such Agency Service.
- 5.3 In the event that You appoint Your own Meter Operator in accordance with clause 5.1 We reserve the right to appoint a meter examiner to examine the Metering Equipment for the purposes set out in clause 5.7.
- 5.4 You will allow Us free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for any purpose connected with this Agreement provided that in an emergency access shall be afforded at any time without notice.
- 5.5 You shall not damage or interfere with or permit any interference with any plant, mains pipes, Metering Equipment or other apparatus used in connection with the supply of Gas to any Supply Point and You shall notify Us immediately where You have reason to believe there has been any such damage or interference.
- 5.6 The supply shall be measured by Metering Equipment, installed and maintained in accordance with Your Network Code which conforms to the requirements of Section 17 (1) of the Act and is of an appropriate type for registering the quantity of gas supplied.
- 5.7 If, in accordance with Section 17 of the Act You require a meter examiner to examine the Metering Equipment provided for the purposes of ascertaining the quantity of Gas supplied under this Agreement and then when so examined, the meter is found to register inaccurately to a degree exceeding that permitted by the regulations under such Section then:
- 5.7 (A) the meter shall be assumed to have registered inaccurately to the degree so found since the penultimate date on which (otherwise than in connection with the examination), the meter was read or such other date other than where it is proved to have begun to register inaccurately as We shall reasonably determine; and
- 5.7(B) the amount of the allowance to be made to, or the surcharge to be made on, You in consequence of the inaccurate registration shall be paid to or by You as the case may be within fourteen (14) days of such determination.
- 5.8 Where a meter is removed for the purpose of being examined in accordance with clause 5.7 above, the expenses incurred in removing, examining and re-installing the meter and fixing a substituted meter shall, if the meter is found to register accurately or inaccurately to a degree not exceeding that permitted by the regulations under section 17 of the Act, be paid by You but otherwise by Us.
- 5.9 If it is discovered that any meter reading has been inaccurate or the meters had omitted to register Gas supplied or the translation of reading into charges has been incorrect then the amount of money due from or to Us shall be paid within fourteen (14) days of such determination.
- 5.10 If it is found that the Metering Equipment is operating within the Margins of Error, the cost of such test shall be paid by the Party which disputed its accuracy.
- 5.11 We and/or the Relevant Gas Transporter may install, operate, maintain and renew such main and subsidiary meters and other apparatus, mains and pipes up to the Supply Point ("Equipment") together with further or subsidiary meters ("Further Equipment") beyond that point on Your Installation Pipe work as We and/or the Relevant Gas Transporter may reasonably require for the supply of Gas, the ascertainment of kWhs supplied, the control of Gas and the protection of the Relevant Gas Transporter's Pipeline System according to statutory requirements and the Network Code all of which, with the exception of Your Installation Pipe work, shall remain in the ownership of either the Relevant Gas Transporter and/or Us as appropriate.
- 5.12 You shall pay such contribution as may be agreed towards installation, maintenance and renewal of all or part of the Equipment and such contribution shall not give You any rights of ownership therein
- 5.13 In the event that works have to be carried out in respect of the Equipment and/or Further Equipment then You shall provide Us and/or the Relevant Gas Transporter at any time upon request with the appropriate authority to carry out such works; power, water, drainage and associated facilities free of charge; safe, unimpeded and unlimited access in respect of the part of the Site Address in which the Equipment and/or Further Equipment is laid or to be installed.
- 5.14 You shall be responsible for all pipes and apparatus installed for the purposes of supply hereunder beyond the Supply Point unless We or the Relevant Gas Transporter shall notify You otherwise.
- 6 Variation in Supply Points**
- 6.1 Notwithstanding clause 12 the Parties may agree to add or remove a Supply Point to this Agreement provided any Supply Point added will be charged at rates consistent with the Commencement Date and contract term of the additional Supply Point.

- 6.2 (A) You shall remain liable for all charges associated with the supply of Gas to a Supply Point until You notify Us in writing that You will no longer be the occupier of the premises or are no longer the occupier of the premises and another occupier confirms this and enters into an agreement with Us or another Supplier for the supply of Gas to the Supply Point.
- 6.2 (B) Where a new occupier is moving into a premise detailed in the Schedule, continuance of supply to the relevant Supply Points will be subject to clauses 1.1 to 1.8 conditions precedent and clauses 4.1 to 4.12 price and payment.
- 6.3 In the event that any information, including but not limited to, Supply Point Meter Point Reference Number data, Supply Point address, contract Start Date, Nominated Annual Consumption, Maximum Consumption and anticipated consumption volume, provided by You is incorrect then:
- 6.3 (A) We shall be entitled to vary the Prices and You shall be liable to pay the revised price; and/or;
- 6.3 (B) You shall be liable to pay the supply charges associated to the incorrect information; and/or;
- 6.3 (C) You shall pay Our administrative charges associated with the incorrect information; and/or
- 6.3 (D) We may terminate this Agreement in accordance with clause 7.3 (G).
- 6.4 In the event that during the term of this Agreement an administrator or receiver is appointed for you and that administrator or receiver does not provide reasonable performance assurance in favour of Us within 2 business days then the Agreement will be terminated forthwith.  
As soon as reasonably practicable after such termination We shall provide You with an account or invoice which shall be due for immediate payment in respect of fees, costs, losses, and expenses incurred or that would be incurred by Us in selling back into the GB wholesale market any volume of gas purchased or deemed purchased by either Party in meeting their obligations under this Agreement that will not be consumed by You at any or all Supply Points. For the avoidance of doubt fees, costs, losses and expenses shall be amounts We determine in good faith to be the total loss to Us in connection with but not limited to, the disposal of the volume of Gas purchased or deemed purchased in the GB wholesale market by either Party and remaining undelivered to You as a direct result of this termination. Furthermore We shall not be required to enter into any agreements to sell Gas in order to determine Our loss.
- 6.5 You may on giving previous notice to Us in writing and with Our agreement change the pricing structure charged at a relevant Supply Point as detailed in the Schedule to an alternative pricing structure at the same relevant Supply Point provided You have been charged under the former pricing structure for a period of twelve consecutive months immediately preceding the proposed date of change.
- 6.6 We reserve the right to allow such variations:
- (i) where the change in pricing structure at the relevant Supply Point is as the result of Us carrying out Our statutory duties; or
- (ii) where the change in pricing structure at any relevant Supply Point is part of a programme of change previously agreed by Us and incorporated in this Agreement.
- 6.7 Where we have permitted such changes of the pricing structure at any relevant Supply Point any future variations of the pricing structure at the relevant Supply Point will not be permitted for a minimum period of twelve consecutive months from the date of change.
- 7 Termination, Disconnection, De-energisation and Suspension**
- 7.1 You can terminate this Agreement by giving Us not less than one calendar month's written notice to expire on the First Termination Date or any anniversary thereof; or
- 7.2 If on the date You want to terminate this Agreement Your new Supplier does not have confirmed Registration for each Supply Point, the provisions of this Agreement will, subject to clause 4.5, remain in force for any Supply Point for which We are still the registered Supplier.
- 7.3 We shall be entitled to terminate this Agreement and/or de-energise any Supply Point immediately upon given written notice to You if:
- 7.3 (A) You fail to pay any amount properly due and payable to Us under this Agreement; or
- 7.3 (B) without prejudice to (A) above, You are in breach of any term of this Agreement and/or a Connection Agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or
- 7.3 (C) You, in Our reasonable belief, have made unauthorised use of gas or committed theft of gas; or
- 7.3 (D) an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of You under the Insolvency Act 1986 or an interim trustee or trustee in bankruptcy is appointed over Your estate or You are apparently insolvent or a voluntary arrangement is proposed or a resolution is passed or an order is made for Your winding up; or a receiver or administrative receiver is appointed over the whole or any part of Your assets or You are unable to pay Your debts within the meaning of the Insolvency Act 1986 or You cease or threaten not to pay Your debts as they fall due or seek to make any composition or arrangement with Your creditors; or;
- 7.3 (E) We would be breaching regulations made under the Gas Act 1989; or
- 7.3 (F) You do not provide any security deposit guarantee or bond to Us in terms of clauses 1.3 and 4.7 within 14 days of being so requested; or;
- 7.3 (G) any information that You provided Us is incorrect, or;
- 7.3 (H) You are in any other breach and fail to remedy such breach in accordance with this Agreement.
- 7.4 Upon termination of this Agreement; disconnection or de-energisation for whatever reason You shall pay to Us all sums then due and payable or accrued due under this Agreement and any costs incurred by Us as a result of such termination or de-energisation.
- 7.5 In the absence of any valid termination notice by either Party this Agreement shall be extended for a further 12 months from the end of the First Termination Date or any anniversary thereof or; for Microbusiness customer this is provided for in the Statement of Renewal Terms or;

- 7.6 If during this Agreement a Supply Point is being registered or has been registered by another Supplier for any reason other than as a result of any default by Us or proper termination of this Agreement, then You authorise Us and shall provide us with all reasonable assistance required to either, at Our discretion,
- (i) raise an objection to such registration
  - (ii) re-register the Supply Point, or
  - (iii) pay Us a sum calculated as the average monthly amount (which amount shall be determined by Us) times the number of months left in the Agreement (subject to a maximum of twelve(12) months).
- 7.7 In the event that any amount due remains unpaid 14 days after posting then We shall be entitled to object to the registration by another supplier of any supply point We supply under this Agreement.
- 7.8 We shall be entitled to terminate this Agreement immediately if Ofgem directs another supplier to take over your gas supply.
- 7.9 We shall be entitled to (without prejudice to any rights or remedies that We may have under this Agreement) suspend or interrupt the supply of Gas to the Site Address(es): if,
- (i) We are unable to supply Gas due to an event of Force Majeure; or
  - (ii) You are in breach of any of the terms of this Agreement and fail to remedy such breach within the period stated in the written notice; or
  - (iii) to avoid danger or for safety reasons; or
  - (iv) as a result of legal or regulatory requirements.
- 7.10 the Relevant Gas Transporter may instruct You to stop using or restrict Your use of Gas and You shall comply with any instruction.
- 7.11 Upon termination You shall allow us the right to enter the Site Address(es)) to remove any of Our equipment and/or to disconnect the Supply Point or some other point to affect the discontinuance of supply. In particular You shall immediately pay Us all sums due and any payable or accrued under the Agreement and any costs, charges, losses and expenses incurred by Us in relation to the discontinuance of the supply of Gas.

## **8 Failure or Temporary Discontinuance of Supply**

- 8.1 The supply of Gas at any Supply Point may be discontinued:-
- 8.1 (A) in the event of Force Majeure; or
  - 8.1 (B) In respect of any particular Supply Point, at any time and for so long as the Relevant Gas Transporter disconnects that Supply Point pursuant to its Network Code or otherwise; or
  - 8.1 (C) if at any time and for so long as the conditions precedent set out in clauses 1.2 to 1.11 cease to be satisfied.
- 8.2 If the supply of Gas to any Supply Point or any part thereof is temporarily discontinued at Your request, You shall pay Us on demand any costs incurred by Us as a result of such discontinuance and the subsequent resumption of the supply of Gas (including any payments which We are required to make to the Relevant Gas Transporter).

## **9 Limitation of Liability**

- 9.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.
- 9.2 Subject to clause 9.3 neither Party shall be liable to the other Party for loss or damage arising in connection with this Agreement (whether resulting from breach of this Agreement, negligence or otherwise) except for loss or damage arising from a breach of this Agreement which was reasonably foreseeable as likely to result from such breach and which resulted from physical damage to the property of the other Party or to the property of any third party for which the other Party is adjudged liable PROVIDED that:
- 9.2 (A) the liability of either Party under this clause 9.2 shall be limited to £100,000 for each incident or series of related incidents; and
  - 9.2 (B) neither Party shall in any circumstances be liable to the other Party for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss.
- For the purposes of this clause 9.2, property shall include work in progress valued at cost.
- 9.3 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or Your liability for any sums properly due to Us under this Agreement.
- 9.4 We shall not be liable to You, Your officers, employees or agents in any circumstances whatsoever for:
- 9.4 (A) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
  - 9.4 (B) any indirect or consequential loss; or
  - 9.4 (C) loss resulting from the liability of either Party howsoever and whensoever arising save as provided in clause 9.2
- 9.5 Neither We nor any of Our officers, employees or agents shall be liable to You for:
- 9.5 (A) loss or damage arising out of any act or omission of the Relevant Gas Transporter in the performance of its duties; and
  - 9.5 (B) any modifications to the Pipeline System or metering system. In the event that You modify the Equipment and/or Further Equipment then You warrant that You shall indemnify Us against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which We may suffer or incur as a result of such modification.
- 9.6 The Parties agree that each sub-clause in this clause 9 shall be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other of such sub-clauses shall remain in full force and effect and shall continue to bind the Parties and shall survive termination of this Agreement.
- 9.7 You agree that We shall hold the benefit of the foregoing clauses for ourselves and as trustee and agent for Our officers, employees, agents and contractors.
- 9.8 Where We provide You with data electronically or on compact disc or by any other means, We shall use reasonable endeavours to ensure that such data shall be free from any errors, defects or viruses but no representations or warranties are

- made or given as to such matters or as to the compatibility of the data or disc with any of Your equipment and, subject to clause 9.3, We shall have no liability to You in respect of any such matters.
- 9.9 Except as provided in this Agreement, the Parties agree that all rights and remedies provided by statute (save the Act) or common law are excluded from application under this Agreement to the fullest extent possible.
- 9.10 You agree that We shall hold the benefit of the foregoing clauses for ourselves and as trustee and agent for Our officers, employees, agents and contractors.
- 10 Disclosure**
- 10.1 By signing this Agreement, You consent:-
- 10.1(A) to the disclosure to Us by Your previous Supplier or Shipper of any information it has in relation to the Metering Equipment installed at any Supply Point or otherwise to enable Us to take over the supply of Gas to the Supply Point; and
- 10.1(B) to the disclosure to any person of information relating to the supply of Gas to enable them or Us to properly perform our respective obligations under or in relation to this Agreement or the supply of Gas to any Supply Point.
- 10.2 Subject to clause 10.1 both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other Party's business which that Party may (by written notice) reasonably designate as confidential.
- 11 Waiver**
- 11.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 12 Variation**
- 12.1 Subject to clause 6.1 this Agreement may not be varied except by an instrument in writing signed by the authorised representatives of the Parties to this Agreement.
- 13 Notice**
- 13.1 Written notice under this Agreement shall be given or sent by hand, a recorded delivery, facsimile transmission, e-mail, or post, to Your address or to Our registered address. Any notice given by post shall be deemed to have been given 3 days after it was sent and a notice delivered by hand, by e-mail or by facsimile transmission shall be deemed to be served upon actual day of delivery or transmission provided that in the latter case and e-mail it was sent to the correct number or address and that confirmation shall have been kept.
- 14 Assignment and Sub-Contracting**
- 14.1 This Agreement is personal to You and may not be assigned by You without Our prior written consent. We may assign or novate all or part of Our rights under this Agreement and sub-contract any of Our obligations hereunder without Your consent.
- 15 Entire Agreement**
- 15.1 This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.
- 16 Law and Jurisdiction**
- 16.1 This Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of, the country in which the majority of the Supply Points are situated.
- 17 Nominated Annual Consumption(s)**
- 17.1 You undertake to provide Us with Your Nominated Annual Consumption(s):
- (i) prior to and effective from the Start Date;
- (ii) at least one calendar month prior to and effective from the anniversary of the Commencement Date and every anniversary thereafter until the First Termination Date or Termination Date;
- (iii) by the First Termination Date or Termination Date for each successive Contract Term.
- 17.2 Unless We have agreed to supply You Gas up to the Maximum Consumption(s)) You warrant that You shall not consume Gas in excess of the Nominated Annual Consumption(s)) and, if in breach, You shall pay Us all reasonable costs we incur as a result (without prejudice to our right to terminate this Agreement).
- 18 Maximum Consumption(s) (applicable where the Nominated Annual Consumption exceeds 732,000 kWhs (25,000 therms))**
- 18.1 You warrant that You shall not in any Hour, Day or Contract Term consume Gas in excess of any of the nominated levels of Maximum Consumption(s)) and that You shall provide Us with Your nominated levels of Maximum Consumption:
- (i) prior to and effective from the Commencement Date;
- (ii) at least one calendar month prior to and effective from the anniversary of the Commencement Date and every anniversary thereafter until the First Termination Date or Termination date.
- (iii) by the First Termination Date or Termination Date for each successive Contract Term.
- 18.2 In the event that You anticipate requiring Gas in excess of any of the nominated levels of Maximum Consumption(s)) then You shall give Us not less than forty nine (49) days written notice of Your requirements and We shall endeavour to supply the excess Gas subject to terms being agreed by the Parties provided that We shall not be under any obligation to do so.
- 18.3 If You consume Gas in excess of any of the nominated levels of Maximum Consumption(s)) without Our consent, then:
- (i) We shall be entitled to vary the charges in order to recover any costs, charges and expenses which We reasonably determine to have been incurred as a result thereof; and/or;

- (ii) We may cut off or limit Your supply or terminate this Agreement.
- 18.4 Any amounts payable by You under this clause 18 shall be made by You within fourteen (14) days of the date of an invoice from Us.

**19 Minimum Annual Consumption(s)**  
**(applicable where the Nominated Annual Consumption(s) is or exceeds 732,000 kWhs (25,000 therms))**

- 19.1 You warrant that You shall not take less than eighty per cent (80%) of Your Nominated Annual Consumption(s) ("Minimum Annual Consumption") in respect of each Site Address.
- 19.2 In the event that Your actual consumption for any Site Address falls short of the Minimum Annual Consumption(s) then;
  - (i) We shall be entitled to charge You for the difference between Your actual consumption(s) and Your Minimum Annual Consumption(s) at the minimum price of the Price detailed in the Schedule(s) subject to You indemnifying Us in respect of any fees, costs, losses, or expenses incurred by Us in selling back into the GB wholesale market any Gas purchased by Us to meet Our obligations to You under this agreement that will not be consumed by You at any or all Supply and/or;
  - (ii) We may cut off or limit Your supply or terminate this Agreement.
- 19.3 Any amounts payable by You under this clause shall be made by You within fourteen (14) days of the date of an invoice from Us.

**20 Quality and Pressure**

- 20.1 The Gas supplied to You under this Agreement shall conform to the quality standards provided for under Section 16 of the Act and shall be at the pressure laid down in Relevant Gas Transporter's Network Code.

**21 Calculation of Kilowatt Hours Supplied**

- 21.1 The volume of Gas registered by the meter at each Supply Point corrected for temperature and pressure as appropriate shall be prima facie evidence of the quantity of Gas supplied under the Agreement subject to clause 5.1.
- 21.2 You shall be charged by reference to the number of kWhs calculated in accordance with the prescribed methods under Section 12 of the Act.

**22 Force Majeure**

- 22.1 If either Party is by reason of an event or circumstance of Force Majeure is unable wholly or in part to carry out its obligations under this Agreement (to include in Our case failure to make available for supply at the Supply Point which failure results from a failure of any of its suppliers of Gas to deliver the quantity of Gas nominated by ourselves for delivery on that Day, or of the failure of the Relevant Gas Transporter to transport such Gas to the Supply Point and excluding in Your case Your payment obligations), then upon serving written notice of the nature and the extent of the circumstances being relied upon from the affected party ('Affected Party') to the other Party within forty eight (48) hours of the occurrence of the cause being relied upon, then the Parties shall be released from its obligations and suspended

from the exercise of its rights hereunder to the extent which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, provided that the Affected Party shall have used reasonable endeavours to terminate or circumvent the circumstances of force majeure as soon as reasonably practicable and the Affected Party shall not be released by reason of force majeure from any obligations to indemnify or to make any payment hereunder .

**23 Emergency Contacts**

- 23.1 In the event that You suspect or are aware of a Gas leak then You must immediately notify the Relevant Gas Transporter on 0800 111 999 or such other number as may vary from time to time that shall be printed on the reverse of all invoices.
- 23.2 You shall provide Us a list with the details of three (3) of Your representatives familiar with the location of all the Supply Points on each Site Address to include their job titles and their telephone numbers at which they can be contacted at all times in the case of an emergency or the details of a twenty four (24) hour contact point. If a Site Address consumes more than 50,000 therms (1,464,000 kWh) then You must also provide a fax number capable of 24 hour receipt.
- 23.3 In the event of escape of Gas at a Site Address then either the Relevant Gas Transporter and/or ourselves shall have the right of access at all times to the affected Site Address and make safe such Site Address by performing such repairs or cutting off or restricting the supply of Gas to the Site Address at either Our and/or the Transporters sole discretion.
- 23.4 You shall reimburse Us in respect of any repairs to the Site Address' Installation downstream of the supply point and/or other remedial work reasonably and necessarily performed provided that You shall not be liable for the cost of such repairs or remedial work if the source of any escape of Gas is located on or upstream of the Supply Point or is any way attributable to Ourselves and/or the Transporter.
- 23.5 Pursuant with section Q 1.6, (Priority Consumers), of the Network Code, You will complete and return to us a questionnaire titled 'priority gas details' to enable Us to ascertain the priority category of Your supply in an emergency situation. Information supplied will be passed to Transco who may in turn pass it to the relevant Government department. Information provided will be treated as confidential and complies with the Data Protection Act 1998.

**24 Verbal Agreements**

- 24.1 Any verbal agreement incorporates some or all of these terms and conditions between Us for the supply of electricity at the relevant Supply Point as recorded and detailed in a confirmation contract form.

**25 Safety**

- 25.1 You must not misuse your supply of Gas so it becomes a health and safety risk or is likely to damage people or property.
- 25.2 We or the Gas Transporter may contact you in the event of an emergency.
- 25.3 If requested by any person under clause 7.9; 7.10; 7.11 and/or 25.2 to restrict use of or stop using Gas you shall use best endeavours to refrain from using or restrict your Gas use as instructed.

## 26 Use of On-Line Services

- This agreement includes the provision for You to make use of Our on-line business services via the Business Energy Centre (BEC):
- 26.1 To use the BEC You, Your authorised representatives or agents, must at Your own expense provide a suitable personal computer and modem and any other hardware and software necessary to enable You, Your authorised representatives or agents to access the online BEC service at any time or from time to time;
- 26.2 You, Your authorised representatives or agents will be required to enter a username and password to gain access to BEC services on line and You and Your authorised representatives are solely responsible for maintaining the security of the usernames and passwords;
- 26.3 You, Your authorised representatives or agents must provide Us with an up to date e-mail address at all times; You, Your authorised representatives or agents must follow the rules for the use of BEC services detailed on the site or in additional information provided by Us from time to time at all times;
- 26.4 Should You, Your authorised representatives or agents not do so We shall be entitled to restrict or remove You, Your authorised representatives or agents access to the BEC service and to make a reasonable charge for each instance of not following a specified rule at that time;
- 26.5 You, Your authorised representatives or agents or Us may withdraw from any agreement in relation to the BEC services by giving notice to that effect to the other and this Agreement will continue in full force and effect in relation to an Agreement not including the provision of on-line services by use of BEC; and
- 26.6 We reserve the right to suspend any or all services accessed via BEC at any time and from time to time for such period as We in our sole discretion consider necessary to enable Us to undertake inspections, maintenance, renewal, repair, revisions, and upgrading of the on line service: in performing the BEC services Our obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in similar circumstances.

## 27 Definitions and Interpretations

- 27.1 In this Agreement:

<b>Act</b>	means the Gas Act 1986;
<b>Advanced Meter (AMR)</b>	a Gas meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant industry code

	measures Your Gas consumption data for multiple time periods at least half hourly and provides Us with remote access to such data;
<b>Agency Services</b>	means the services of the following accredited service providers: Meter Operator(s), AMR service provider, Data Retriever(s), Data Collector(s), Data Aggregator, and prepayment infrastructure provider(s) to include any of their successors and permitted assigns provided that each Agency Service shall have received prior approval from Us and the term "Agency Service" shall refer to any of the service providers;
<b>Agreement</b>	means the Supply Application Form and/or Contract, together with these standard terms and conditions including any Schedules and special conditions;
<b>AMR Service Provider</b>	Means Agency Service for the provision and maintenance of AMR metering services;
<b>Billing Period</b>	means either quarterly or monthly or any other period that may be agreed whichever is the payment method for each relevant Supply Point specified in the Contract;
<b>Business Day</b>	Means any other day than a Saturday, Sunday, Bank or Public Holiday in the United Kingdom.
<b>Commencement Date</b>	is the Day specified when all the conditions precedents set out in clause 1 are satisfied and or when notified by the appropriate Gas Transporter, whichever is the later and We commence supplying Gas at the relevant Supply Point;
<b>Contract</b>	means the document so titled and annexed to this Agreement;
<b>Data Aggregator</b>	means the accredited person appointed to summate meter readings received from Data Collector(s) to include any of their successors and permitted assigns;
<b>Data Collector</b>	means the accredited person(s) appointed to retrieve, validate, and process meter readings to be forwarded to the Data Aggregator and to include any of their successors and permitted assigns;
<b>Data Retriever</b>	means the accredited person(s) appointed to retrieve, and process meter readings to be forwarded to the Data Collector and to include any of their successors and permitted assigns;
<b>Day</b>	means a period of twenty four (24) hours beginning at 0600 hours in a day and ending at 05.59 on the following day;
<b>Deemed Contract</b>	Means where We supply Gas to a Supply Point or a consumer otherwise than in pursuance of a contract, We shall be deemed to have contracted with the consumer

	for the supply of Gas from the time when We began to supply that Gas.
<b>First Termination Date</b>	is the date specified on the Supply Application Form or Contract;
<b>Force Majeure</b>	Means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute Force Majeure;
<b>Gas</b>	means any substance in a gaseous state which satisfies the definition within the Gas Act;
<b>Gas Supply Network</b>	means the pipeline system operated by the Gas Transporter for the conveyance of Gas;
<b>Gas Transporter</b>	means the licensed operator of the Gas Supply Network through which the gas is transported to you;
<b>Hour</b>	means a period of sixty (60) minutes;
<b>Installation Pipework</b>	means all pipe work, fittings, recording devices, appliances and other apparatus installed downstream of the Metering Equipment at the Site Address;
<b>kWh(s)</b>	means kilowatt hour(s);
<b>MAMCOP</b>	Ofgem Meter Asset Manager's Code of Practice
<b>MAM or Meter Asset Maintenance</b>	means all site activities including but not limited to the installation, commissioning, testing, repair, maintenance, removal and replacement of Metering Equipment.
<b>MAP or Meter Asset provision</b>	means the supply of Metering Equipment
<b>Maximum Consumption(s)</b>	where the Nominated Annual Consumption exceeds 732,000 kWhs (25,000 therms) then You shall nominate Your genuine and accurate levels of maximum consumption of Gas You require per Day and per Hour for each Site Address and relevant Supply Point specified in the Schedule pursuant to clause 6;
<b>Margins of Error</b>	means the permitted margins of error specified in the regulations made under the Act or the relevant code of practice
<b>Meter Operator</b>	means the person(s) appointed to provide MAP and/or MAM services as appropriate at each relevant Supply Point;
<b>Meter Operator Services</b>	means the provision of MAP and/or MAM services which may be provided by separate entities and Meter Operator Services shall be construed accordingly;
<b>Metering Equipment</b>	means such mains and subsidiary meters, apparatus, data logs, pipes and other apparatus required for the measurement and recording of the volume of Gas taken by You at the

	Supply Point and to provide information about consumption for, but not limited to, billing at any relevant Supply Point;
<b>Nominated Annual Consumption(s)</b>	is Your genuine and accurate estimate of the annual consumption of Gas You nominate You require from Us for each Site Address specified in the Schedule pursuant to clause 5;
<b>"Network Code"</b>	in relation to a relevant transporter's pipe-line system, means the code prepared by the transporter for the purposes of its licence;
<b>Our/Us/We</b>	means the Party named as Southern Electric Gas Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns;
<b>Party</b>	means either You or Us, and Parties means You and Us;
<b>Prices</b>	means the unit rates and other charges as specified in the Schedule(s);
<b>Registration</b>	means the recording on the Metering Registration System of a person as being responsible for the provision of a supply of Gas or an Agency Service with effect from a particular date;
<b>Renewal Date</b>	is the First Termination Date or the Termination Date as defined;
<b>Schedule(s)</b>	means a schedule annexed to this Agreement and the term "Schedules" shall be construed accordingly;
<b>Site Address</b>	means the premises specified in the Contract and Schedule to be supplied with Gas under this Agreement;
<b>Start Date</b>	is the Day specified when the Agreement starts;
<b>Statement of Renewal Terms</b>	A statement advising of the terms of your Contract should you renew, cancel without appointing a new supplier or do nothing.
<b>Supplier</b>	means in relation to a Supply Point a person You have appointed to supply You with Gas;
<b>Supply Application Form</b>	means the document so titled and annexed to this Agreement;
<b>Supply Point(s)</b>	means the final outlet of a control valve on the service pipe of the primary metering installation of a Transporter at the Site Address at which point We will procure that Gas is available for off take by You in accordance with this Agreement;
<b>Termination Date</b>	means in the context of a Micro Business the date specified on the Contract;
<b>You/Your</b>	means the Party named as the customer in the Contract or Supply Application Form;

- 27.2 Reference to any statute or statutory provision includes a reference to:
- 27.2 (A) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and
- 27.2 (B) all statutory instruments made pursuant to it.

**Scottish Hydro Electric Gas, SWALEC and Southern Electric Gas are trading names of Southern Electric Gas Limited which is a member of the Scottish and Southern Energy Group.**

**Registered Office: 55 Vastern Road, Reading,  
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**SEG GLS TC8 (version 1.2)**