

**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 Assert 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.