



CONSULTANCY AGREEMENT

between

CROWN GAS AND POWER LIMITED

and

CROWN GAS & POWER (SITEWORKS) LIMITED

and

THE ENERGY COMPANY (UK) LTD

CONTENTS

CLAUSE

1.	Definitions and interpretation.....	1
2.	Appointment.....	3
3.	Consultant's obligations.....	3
4.	Sale of products and site-works.....	4
5.	Suppliers' obligations.....	5
6.	Commission and payments.....	6
7.	Duration and termination.....	7
8.	Effects of termination.....	8
9.	Confidentiality.....	9
10.	Force majeure.....	10
11.	Entire agreement.....	10
12.	Amendments.....	10
13.	No partnership or agency.....	10
14.	Non-solicitation of employees.....	11
15.	Data protection.....	11
16.	Audit rights.....	12
17.	Freedom to contract.....	12
18.	Waiver.....	12
19.	Severability.....	12
20.	Rights of third parties.....	13
21.	Notices.....	13
22.	Set-off.....	13
23.	Governing law and jurisdiction.....	13

SCHEDULE

SCHEDULE 1	COMMISSION	14
------------	------------------	----

THIS AGREEMENT is dated the [] day of [] 20[] **Crown to complete**

PARTIES

- (1) **CROWN GAS AND POWER LIMITED** a company incorporated and registered in England and Wales with company number 07980591 whose registered office is at The Oil Centre, Prettywood, Bury New Road, Heap Bridge, Bury, Lancashire BL9 7HY (**Supplier 1**)
- (2) **CROWN GAS & POWER (SITEWORKS) LIMITED** a company incorporated and registered in England and Wales with company number 09727143 whose registered office is at The Oil Centre, Prettywood, Bury New Road, Heap Bridge, Bury, Lancashire BL9 7HY (**Supplier 2**)
- (3) **THE ENERGY COMPANY (UK) LTD** a company incorporated and registered in England and Wales with company number 05009309 whose registered office is at The Energy Company (uk) Ltd, 7 Lon Parcwr Industrial Estate, Ruthin, Denbighshire, LL15 1NJ (**Consultant**)

BACKGROUND

Supplier 1 operates in connection with the distribution of mains gas, Supplier 2 in the business of the provision of site-works and the Suppliers now wish to appoint the Consultant as their non-exclusive consultant for the promotion and sale of those products and services within the Territory, as defined below subject to the terms of this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control or ownership with that party from time to time.

Commencement Date: 4th October 2024

Commission: in relation to a Contract for the supply of gas, the charge ordinarily an uplift expressed in pence per kilowatt hour (**p/kwh**) and/or pence per day (**p/d**); or in relation to a Contract for the supply of Site-works, a fixed amount, in each case, applied to the Relevant Supplier's base price, payable to the Consultant in respect of services provided by the Consultant to the Customer, collected from the Customer by the Relevant Supplier, and repaid to the Consultant in accordance with clause 6 and as more specifically set out in Schedule 1.

Confidential Information: information of a confidential nature (including trade secrets and information of commercial value) known to the Suppliers and concerning the Suppliers and the Products and Site-works (in particular, lists and databases of customers and suppliers and rates and pricing matrices) and communicated to the Consultant by the Suppliers.

Contract: contract in standard form (provided by the Suppliers and as amended from time to time) for the supply of Products or Site-works to the Customer

Control: the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

Customer: means a third party introduced by the Consultant to the Relevant Supplier who enters into a Contract (or Contracts) as a direct result of such introduction.

Data Protection Laws: means the Data Protection Act 2018, the UK GDPR, GDPR, any relevant law implemented as a result of the UK GDPR, GDPR, E Privacy Law and any successive data protection legislation.

Data Controller, Data Subject and Personal Data: as defined in the Data Protection Laws.

E Privacy Law: means Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC, including without limitation the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding laws.

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

Intellectual Property: any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by the Suppliers subsisting in the Territory together with any current applications for any registrable items of the foregoing.

Products: mains gas and associated products.

Relevant Supplier: Supplier 1 in connection with the supply of Products and Supplier 2 in connection with the supply of Site-works.

Site-works: installation, alteration and removal/disconnection of utility infrastructure.

Suppliers: Supplier 1 and/or Supplier 2 (as the case may be).

Territory: Mainland UK, Isle of Wight and Scottish Islands but excluding Northern Ireland.

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

- 1.2 References to clauses and schedules are to the clauses of and schedules to this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

1.4 Headings are for convenience only and shall be ignored in interpreting this agreement.

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

2. APPOINTMENT

2.1 The Suppliers hereby appoints the Consultant as their non-exclusive Consultant to promote the sale of Contracts in the Territory on the terms of this agreement and the Consultant hereby accepts the appointment on those terms.

2.2 The Consultant shall not, outside the Territory, actively market the Contracts nor solicit any customer for the Contracts.

3. CONSULTANT'S OBLIGATIONS

The Consultant undertakes and agrees with the Suppliers at all times during the term of this agreement to comply with the terms of this agreement including:

3.1 To act towards the Suppliers in good faith.

3.2 Except as authorised by the Suppliers in writing, not to act in a way which will incur any liabilities on behalf of the Suppliers nor to pledge the credit of the Suppliers.

3.3 Ensure that every Customer is made aware that any Contract will not become executed and binding until accepted by the Relevant Supplier.

3.4 Promptly submit to Supplier 1 or Supplier 2 (as the case may be) each Contract signed by a prospective Customer together with a report containing any information which the Consultant may have obtained or which the Relevant Supplier may reasonably require in relation to the prospective Customer.

3.5 To comply with all reasonable and lawful instructions of the Suppliers from time to time concerning the marketing and sale of the Products and Site-works in the Territory, and generally to provide its services in accordance with accepted industry standards and in such manner as it thinks best to promote the interest of the Suppliers.

3.6 To keep the Suppliers fully informed of its activities concerning the introduction and sale of the Contracts.

3.7 To inform the Relevant Supplier promptly of any complaint or after-sales enquiry concerning the Contracts received by the Consultant.

3.8 To operate within the guidelines and requirements as issued and set out by relevant energy industry regulators, such as (and not limited to) Ofgem.

- 3.9 In writing
- (a) to advise each Customer that the Consultant shall receive Commission for introducing the Customer's Contract to the Relevant Supplier;
 - (b) to agree with each Customer the Commission the Consultant will apply in respect of services provided to the Customer;
 - (c) to advise the Customer that any unit rates (ie pence pkWh and/or daily standing charges) or other prices provided by the Relevant Supplier shall be inclusive of the Consultant's Commission; and
 - (d) to advise the Customer that the Relevant Supplier shall pay Commission payments to the Consultant.
- 3.10 To satisfy itself that the Commission is fair and reasonable in view of the services provided by the Consultant to the Customer(s).
- 3.11 Not to exceed the upper commission cap as set out in Schedule 1 of this agreement without the Relevant Supplier's prior written agreement.
- 3.12 Where the Consultant instructs, retains or otherwise engages any third party to identify and/or introduce prospective Customers to the Suppliers or promote the goods and/or services of the Suppliers the Consultant warrants that such third party will comply with the terms of this agreement and shall procure such compliance by that third party.
- 3.13 The Consultant shall indemnify each Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by each Supplier arising out of or in connection with:
- (a) the Consultant's breach or negligent performance or non-performance of this agreement; and
 - (b) any claim made against the Suppliers by a third party arising out of or in connection with the introduction of Customers to the Suppliers or the promotion of the Suppliers' goods and/or services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Consultant, its employees, agents or subcontractors, or sub-brokers.

4. SALE OF PRODUCTS AND SITE-WORKS

- 4.1 The introduction of the Contracts for the Products and/or Site-works handled by the Consultant on behalf of the Suppliers shall be at the price referred to on the quotation documentation and notified by the Relevant Supplier to the Consultant for this purpose, subject to any discounts or deductions (if any) as the Relevant Supplier may

allow. All prices are subject to availability at the time the Contract is concluded and exclude VAT, climate change levy and any other applicable taxes, levies, duties or imposts which may be imposed from time to time and for which the Customer will be liable.

- 4.2 All Contracts handled by the Consultant on behalf of the Suppliers shall be under the standard terms and conditions for the sale and supply of the Products in the Territory or the supply of Site-works (as the case may be) as varied by the Suppliers from time to time or on such other terms and conditions the Suppliers may agree in writing.
- 4.3 The Consultant shall, in the course of dealing with Customers and prospective Customers for the Contracts, bring to their notice the standard terms and conditions referred to in clause 4.2. The Suppliers may, at any time and in their discretion, vary the terms and conditions referred to in clause 4.2.
- 4.4 The Consultant shall not, without the prior written consent of a director of the Relevant Supplier, make or give any representations, warranties or other promises concerning the Contracts beyond those contained in the terms and conditions referred to in clause 4.2.
- 4.5 Title to the Products sold or to be sold to the Customers shall at no time pass to the Consultant.
- 4.6 The Suppliers reserve the right to refuse to accept any sale or prospective Customer introduced by the Consultant for whatever reason.
- 4.7 During the term of this agreement, the Relevant Supplier shall be entitled to contact any Customer to renew a Contract for the supply of gas or have the Customer enter into any such new Contract at any time within 70 days of the expiry of the current Contract (or such other period it may reasonably require to comply with its statutory and/or regulatory obligations).

5. SUPPLIERS' OBLIGATIONS

Each Supplier agrees during the term of this agreement:

- 5.1 To act at all times in its relations with the Consultant in accordance with the terms of this agreement.
- 5.2 To supply to the Consultant at the Suppliers' own expense pricing information and any associated documentation for the Customer for the purposes of promoting and selling the Contracts and to enable it properly and efficiently to discharge its duties under this agreement.
- 5.3 To perform or procure the performance of the Contracts introduced to it by the Consultant under this agreement in accordance with the terms of those Contracts.

- 5.4 Promptly and efficiently to deal with any complaint, dispute or after-sales enquiry relating to the Contracts introduced to it raised by a Customer in the Territory.

6. COMMISSION AND PAYMENTS

- 6.1 The Relevant Supplier shall pay the Consultant a fee for each Contract provided such Contract has been agreed and accepted by the Relevant Supplier and the Customer.
- 6.2 The fee payable under clause 6.1 shall be calculated with reference to the Commission and, in relation to Supplier 1, unless agreed otherwise, the registered rolling AQ at the time of contracting. Supplier 1 reserves the right to adjust the AQ for the purposes of calculating the fee, to reflect actual consumption or correct erroneous or invalid industry data.
- 6.3 All sums payable under this agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question. A VAT invoice shall be provided against any payment. The Relevant Supplier shall pay all valid invoices within 28 (twenty-eight) days of receipt (or production in the case of self-billing invoices).
- 6.4 The Relevant Supplier shall determine the basis upon which Commission is paid to the Consultant. Commission payable by Supplier 1 shall be calculated and paid in accordance with Schedule 1 of this agreement. The Relevant Supplier may change the basis upon which Commission is paid at any time and at its absolute discretion, such changes taking effect immediately and applying retrospectively to all Contracts introduced by or on behalf of the Consultant.
- 6.5 In the event a Customer cancels a Contract; or the Contract is not fulfilled (or otherwise ends) for any reason prior to the expiry of its term including a change of tenancy at the Site (as defined in the Contract); or the Customer fails to pay for the Product or Site-works for any reason the Relevant Supplier shall be entitled to repayment of the Commission paid to the Consultant. At the Relevant Supplier's discretion, such repayment may be by way of set-off against future Commission due to the Consultant or, where repayment is not made by way of set-off, all sums due to the Relevant Supplier shall become payable on demand.
- 6.6 At its discretion, Supplier 1 may, at any time, reconcile the amount of Commission payable in accordance with Schedule 1 based on the Customer's actual consumption and the amount already paid under this clause 6 and Schedule 1. Where the amount of Commission due in respect of a relevant period differs from the amount paid in respect of that period Supplier 1 shall notify the Consultant of the difference and:
- (a) where the total amount of Commission is greater than the amount paid, then the Consultant will invoice Supplier 1 for the shortfall, which Supplier 1 shall pay within 30 (thirty) days of receipt; or

- (b) where the total amount of Commission is less than the amount paid, then repayment of the overpaid amount by the Consultant shall be made either by way of set-off against future Commission or on demand .
- 6.7 Unless agreed otherwise, the Consultant shall not be entitled to receive Commission in respect of any Contract(s) which:
 - (a) the Relevant Supplier agrees directly with the Customer; or
 - (b) has renewed automatically under the relevant standard terms and conditions for the sale and supply of the Products in the Territory.
- 6.8 The Consultant shall not be entitled to receive Commission in respect of any Customer's Contract(s) in respect of which the Consultant has failed to comply with its obligations under clauses 3.9, 3.10 and 3.11 or upon request by the Relevant Supplier, has failed to provide satisfactory evidence of its compliance with clauses 3.9, 3.10 and 3.11. In such cases the Relevant Supplier shall be entitled to withhold payment of any future Commission in respect of the relevant Customer's Contract(s) and recover from the Consultant all Commission it has paid to date in respect of such Customer's Contract(s).
- 6.9 Upon 28 (twenty-eight) days' written notice, the Suppliers reserve the right to vary the level of Commission payable or being paid to the Consultant to reflect any changes in the laws, regulations or licence conditions relating to the sale and supply of the Products and Site-works.
- 6.10 The Suppliers shall be entitled to provide each Customer with details of the Commission paid and payable in respect of each Contract (including how such Commission has been calculated).
- 6.11 Unless agreed otherwise, all sums payable under or in connection with this agreement shall become due and payable within 28 (twenty-eight) days of invoice or demand (as the case may be).

7. DURATION AND TERMINATION

- 7.1 This agreement shall come into effect on the Commencement Date and, subject to clause 7.2, shall continue in force until terminated by any one of the parties giving 28 (twenty-eight) days' prior written notice.
- 7.2 The Suppliers (together or individually) may give notice in writing to the Consultant terminating this agreement with immediate effect if:
 - (a) the Consultant commits any material breach of any of the terms of this agreement and that breach (if capable of remedy) is not remedied within 15 (fifteen) working days of notice being given by the Supplier(s) requiring it to be remedied; or

- (b) the Consultant suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Consultant becomes subject to any insolvency procedure;
- (d) the Consultant ceases, or threatens to cease, to carry on its business; or
- (e) the Consultant purports to assign its rights or obligations under this agreement; or
- (f) the Suppliers cease to promote the Contracts; or
- (g) the Consultant, being an individual, dies; or
- (h) the Consultant sells the business to a third party or there is a change of Control of the Consultant.

8. EFFECTS OF TERMINATION

- 8.1 Termination of this agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 8.2 On termination of this agreement for any reason:
 - (a) if at all and to the extent that the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended) apply, and provided that the Consultant gives notice of its intention as required thereunder, the Consultant shall, unless any of the circumstances mentioned in Regulation 18 of those Regulations applies, have the right to be indemnified as provided in Regulation 17 of those Regulations. For the avoidance of doubt, the Consultant shall have no right to any compensation under those Regulations on termination of this agreement;
 - (b) the Consultant shall cease to promote, market, advertise or sell the Contracts;
 - (c) the Consultant shall immediately cease to describe itself as a Consultant of the Suppliers and cease to use all trade marks, trade names and brand names of the Suppliers (including on stationery and websites); and
 - (d) the Consultant shall at its own expense within 30 (thirty) days return to the Suppliers all advertising, promotional or sales material relating to the Products then in the possession of the Consultant, or otherwise dispose of the same as the Suppliers may instruct.

- 8.3 The provisions of clause 6 shall, notwithstanding termination other than for material breach, continue in force in relation to any Contract which has both been entered into with a Customer during the term of this agreement and under which the supply of Products or Site-works (as the case may be) has commenced prior to termination of this agreement.
- 8.4 Where this agreement is terminated for the Consultant's material breach, which term includes, breach of any of its obligations, undertakings and/or warranties under clauses 3,4.1, 4.4, 9, 14, 15 and 16 the Consultant's entitlement to receive any further Commission will cease immediately upon termination; the Relevant Supplier will have no obligation to make any further Commission payments to the Consultant and the Relevant Supplier(s) can demand repayment of all and any Commission already paid to the Consultant, such Commission becoming due within 7 (seven) days of demand.
- 8.5 Termination shall not affect the operation of clauses 3.13, 6, 8, 9, 14, 15, 16, 18, 19, 20, 22 and 23 which shall remain in full force and effect.
- 8.6 Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under this agreement.

9. CONFIDENTIALITY

- 9.1 The Consultant agrees that it shall at all times (both during the term of this agreement and after its termination) keep confidential, and shall not use (other than strictly for the purposes of this agreement) and shall not, without the prior written consent of the Suppliers, disclose to any third party any Confidential Information, unless the information:
- (a) was public knowledge or already known to the Consultant at the time of disclosure; or
 - (b) subsequently becomes public knowledge other than by breach of this agreement; or
 - (c) subsequently comes lawfully into the possession of the Consultant from a third party.
- 9.2 To the extent necessary to implement the provisions of this agreement (but not further or otherwise), the Consultant may disclose the Confidential Information to any Customers or prospective Customers, to any relevant governmental or other authority or regulatory body, and (where the Consultant is a body corporate) to any member of the same group of companies, and to any employees of the Consultant or of any of the above, provided that before any such disclosure the Consultant shall make those persons aware of its obligations of confidentiality under this agreement and shall use

its best endeavours to obtain a binding undertaking as to confidentiality from all such persons.

- 9.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Consultant from the Suppliers shall be returned promptly to the Suppliers on termination of this agreement, and no copies shall be kept.

10. FORCE MAJEURE

- 10.1 The obligations of each one of the parties under this agreement shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, act of God, epidemic, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement.
- 10.2 In the event of a party being so hindered or prevented, the party concerned shall give notice of suspension to the other parties as soon as reasonably possible, stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other parties. In the event that the cause continues for more than six months, any one of the parties may terminate this agreement by giving the other parties 30 days' notice.

11. ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

12. AMENDMENTS

Each of the Suppliers shall be entitled to amend (in whole or in part) the terms of this agreement by giving the Consultant 28 days' written notice of such amendments (**Change Notice**). If it objects to the amended terms, the Consultant must serve written notice (**Objection Notice**) on the Relevant Supplier within 14 (fourteen) days of service of the Change Notice in which case this agreement will terminate automatically upon expiry of the Change Notice. Where no valid Objection Notice is served, the amended terms will take effect from the expiry of the Change Notice and,

for the avoidance of doubt will only apply to business introduced to the Suppliers after that date.

13. NO PARTNERSHIP OR AGENCY

- 13.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.2 The Consultant confirms it is acting on its own behalf and not for the benefit of any other person.

14. NON-SOLICITATION OF EMPLOYEES

Neither party shall directly or indirectly solicit the employment of any of the other's staff at any time during the term of this agreement or within a period of 6 (six) months after expiration or termination of this agreement for whatever reason. For the avoidance of doubt, any general recruitment advertisement placed by or on behalf of a party shall not constitute solicitation or inducement under this clause 14.

15. DATA PROTECTION

- 15.1 The parties acknowledge and agree that they will each be a Data Controller of the Personal Data which they process pursuant to this Agreement.
- 15.2 The Consultant shall:
 - (a) at all times comply with the Data Protection Laws;
 - (b) ensure that any Personal Data provided to the Supplier by the Intermediary (or on its behalf) has been collected and will be provided to the Supplier in accordance with Data Protection Laws; and
 - (c) ensure that the Supplier's use of any Personal Data in accordance with this Agreement shall not breach the Data Protection Laws.
- 15.3 The Consultant shall:
 - (a) provide all privacy notices to, and obtain any necessary consents from, data subjects, which are required to be provided and obtained under Data Protection Laws to allow the parties to lawfully process the Personal Data as required and permitted under this agreement; and
 - (b) ensure that there is a lawful justification under Data Protection Laws for both parties to process the Personal Data in accordance with this agreement.

- 15.4 The Consultant shall incorporate in the privacy notices described in Clause 15.3(a) above, all content required by Data Protection Laws in relation to both its and the Relevant Supplier's processing of the Personal Data, including, but not limited to, a description of the essence of this arrangement between the parties.
- 15.5 The Consultant shall:
- (a) only process Personal Data for the purposes of this agreement;
 - (b) maintain complete and accurate records of its processing of the Personal Data;
 - (c) take all appropriate technical and organisational measures to ensure a level security for the Personal Data which is appropriate to the risks to individuals and to the Personal Data that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data;
 - (d) notify the Relevant Supplier in writing with full details as soon as possible and in any event within one Business Day of becoming aware of any actual or suspected security breach involving or which affects any Personal Data.
- 15.6 The parties consent to the recording of all telephone conversations between the parties relating in whole or in part to this agreement. Each Party agrees to notify its employees and other agents of that consent and obtain their consent to that recording if required by law.

16. AUDIT RIGHTS

- 16.1 The Consultant shall keep or cause to be kept full and accurate records relating to the promotion of Contracts and the introduction of Customers to the Suppliers (the **Records**).
- 16.2 The Consultant shall grant to the Relevant Supplier and its agents the right of access upon reasonable notice, at all reasonable times, to inspect and take copies of the Records and shall provide all reasonable assistance at all times for the purpose of allowing the Relevant Supplier to obtain such information as is necessary to carry out an audit of the Consultant's obligations under this agreement.

17. FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this agreement.

18. WAIVER

The failure of a party to exercise or enforce any right under this 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.

19. SEVERABILITY

If any part of this agreement becomes invalid, illegal or unenforceable, the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termination of this agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a negotiation.

20. RIGHTS OF THIRD PARTIES

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

21. NOTICES

Any notice to be given by a party under this agreement shall be in writing and may be served by personal delivery or first class pre-paid post to the receiving party at the receiving party's registered office or by email and shall be deemed to have been given on the day when personal service is effected or if by post 2 (two) Business Days after the date of posting or in the case of email the date of transmission. Any notice sent by email to the Relevant Supplier must be sent to dale.marriott@crowngas.co.uk and terry.day@crowngas.co.uk or such other email address as specified, from time to time, by the Relevant Supplier.

22. SET-OFF

Each of the Suppliers may, at any time, without notice to the Consultant, set off any liability of the Consultant and/or the Consultant's Affiliates to the Suppliers against any liability of the Suppliers to the Consultant, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Suppliers may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Suppliers of their rights under this clause shall not limit or affect any other rights or remedies available to the Suppliers under this agreement or otherwise.

23. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the jurisdiction of the courts of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

CONSULTANCY AGREEMENT - SCHEDULE 1

CONSULTANT NAME:	The Energy Company (UK) Limited
ISSUE DATE:	04/10/2024
EFFECTIVE DATE:	04/10/2024

Preferential payment terms - qualification criteria		
Applicable for:	Pricebook & bespoke pricing	
Minimum Experian credit score	60+	Restricted Industries* must be pre-approved for credit payment terms.
AQ cap per customer (kWh)	500,000	Higher AQ and/or alternative AQ may be accepted if agreed in writing in advance
Commission payment due from the supply start date**	80% of total commission value	
Commission reconciliation schedule	End of contract (subject to status)	Or whenever appropriate
Maximum contract length	3 years	
Latest contract start date*** (new business to Crown)	12 months	Later contract start date requires pre-approval by Crown
Latest contract start date (where Crown is the current supplier)	24 months	Later contract start date requires pre-approval by Crown
Supply type exclusions	New connections & shipperless	Please seek approval in advance of sale to qualify for preferential payment terms
Commission cap (p/kWh)	1.5	Or the equivalent standing charge commission. Higher commission rates may be permitted if agreed in advance

Standard (default) payment terms		
Applicable for:	Pricebook & bespoke pricing	
Minimum Experian credit score	30+	Scores lower than 30 or Restricted Industries must be pre-approved for credit payment terms.
AQ cap (kWh)	No cap	
Commission payment frequency	Monthly in arrears	Commission due on a p/kWh basis will be based upon the actual or estimated consumption invoiced to the customer
Commission reconciliation schedule	Monthly	Or whenever appropriate
Maximum contract length	5 years	The maximum contract length is always 60 months ahead (rolling) excluding the current month
Latest contract start date (new business to Crown)	12 months	Later contract start date requires pre-approval by Crown
Latetst contract start date (where Crown is the current supplier)	24 months	Later contract start date requires pre-approval by Crown
Commission cap (p/kWh)	1.5	Or the equivalent standing charge commission. Higher commission rates may be permitted where agreed in advance

**Restricted industries include (without limitation) pubs, clubs, take-aways, restaurants and linen companies.*

***Supply start date is either (1) the date Crown becomes the registered supplier; or (2) the date the renewal contract commences.*

****Contract start date is the date on which the supply of gas is stated, in the contract, to start.*

Where the conditions for preferential payment terms are not met, the standard (default) payment terms will apply.

Crown reserves the right to reject any customer on preferential payment terms at its absolute discretion (prior to contract acceptance by Crown).

Crown reserves the right to calculate commission for renewal contracts based upon the customer’s actual gas usage where the AQ is materially different to actual consumption.

Signed for and on behalf of CROWN GAS
AND POWER LIMITED

.....
Authorised Signature

.....
PRINT NAME

Signed for and on behalf of CROWN GAS
& POWER (SITWORKS) LIMITED

.....
Authorised Signature

.....
PRINT NAME

Signed for and on behalf of THE ENERGY
COMPANY (UK) LTD

.....
Authorised Signature

.....
PRINT NAME