

Terms and Conditions of Supply of Electricity or Gas between Corona Energy Retail 4 Limited (“we/us”) and the Customer (“you”)

Contract reference:

- b) control of at least fifty per cent (50%) of the voting power and/or the issued share capital of the Customer.

Definitions

‘Actual Consumption’ means the aggregated consumption of Energy consumed by all Supply Points over any specified time.

‘Affiliate’ means, in relation to any party, an entity which is a parent undertaking of that party or a subsidiary undertaking of such parent undertaking. For the purposes of this definition, ‘parent undertaking’ and ‘subsidiary undertaking’ shall have the meanings ascribed to them in Section 1162 of the Companies Act 2006 provided always that: for the purposes of determining if an entity is a subsidiary undertaking within Section 1162(2), the existence of any security over any shares in an entity which would otherwise be a subsidiary undertaking shall be ignored;

‘Agreement’ means the agreement formed by this contract, comprising these Terms and Conditions, any Schedules that apply and the Particulars.

‘AMR’ means an Automated Meter Reading device.

‘Applicable Law’ means:

- a) any law (including the common law), statute, statutory instrument, regulation, instruction, direction, rule, or requirement (in each case) of any Competent Authority (but, for the avoidance of doubt, only to the extent having force of law);
- b) any condition or other requirement of any Licence or other required authorisation, licence, consent, permit or approval of any Competent Authority (or of any exemption from the requirement to have the same); and/or
- c) any provision of any Industry Rule.

‘CCL’ means Climate Charge Levy, a tax levy applied to business consumers for the consumption of energy and ‘CCL’ shall be construed accordingly.

‘Change Control’ means where the Customer comes under the Control of a third party who did not Control the Customer at the date this Agreement comes into effect in accordance with Clause 1.1, where ‘Control’ means:

- a) control of the composition of the board of directors of the Customer;

‘Competent Authority’ means any national, federal, regional, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency, or commission or any other governmental, municipal, administrative or regulatory body (in each case to the extent each of the foregoing has jurisdiction over either or both of the parties, this Agreement and/or the subject matter of this Agreement).

‘Conditions Precedents’ has the meaning given to it in Clause 1.3.

‘Confidential Information’ means:

- a) all and any information, documents, data and opinions disclosed by the Disclosing Party to the Receiving Party including commercial, financial, technical, legal or proprietary material, models, pricing information, data, know-how, formulae, processes, business plans, cashflow projections, operating methods and procedures, customer details, databases, results, designs, drawings, specifications, industrial and or intellectual property, computer programmes or other software and any other information whether in written, pictorial, visual or oral form or disclosed pursuant to discussions with any of the officers, employees, agents, advisors or consultants of the Disclosing Party; and
- b) information of whatever nature relating to the technology or business or properties of the Disclosing Party obtained by observation during visits to its premises or those of any third party instructed, engaged, or retained in any way whatsoever by the Disclosing Party.

‘Contract Period’ means in respect of gas: any period beginning at 05:00hrs hours on the Start Date and ending at 05:00hrs hours on the End Date as set out in the Particulars and in respect of electricity: any period starting on the Start Date and ending on the End Date as set out in the Particulars.

‘Contract Price’ means the price charged to you for the supply of Energy during any Period.

‘Contract Year’ means the period of one year beginning on the Start Date or an anniversary thereof.

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<p>‘Consumption Data’ means energy usage data recorded by the Customer’s Smart Meter or AMR device.</p> <p>‘Consumption Change’ means any event or circumstance which will or is likely to impact the Forecast Consumption or Actual Consumption, including</p> <ul style="list-style-type: none"> a) changes to your business operations; b) a merger and/or acquisition of any other businesses by you; c) divestiture of either whole or part of your business; d) change in energy use through improved energy efficiency programmes; e) site additions, site losses and de-energisation; or f) anything else of a similar nature or analogous to the events in paragraphs a) to e). <p>‘Credit’ has the meaning given to it in Clause 3.13.</p> <p>‘Customer, you, your’ means the customer identified in the Particulars that has contracted on the terms of this Agreement for the supply of Energy.</p> <p>‘Customer Metering Agent’ has the meaning given to it in Clause 5.12.</p> <p>‘Deficit Energy’ means the amount by which Actual Consumption falls short of the lower Forecast Tolerance over any specified time.</p> <p>‘Disclosing Party’ has the meaning given to it in Clause 15.1.</p> <p>‘Distributor’ means the distribution network operator company responsible for operating the electricity or gas distributions network to which your Supply Points are connected.</p> <p>‘Due Date’ has the meaning given to it in Clause 3.1.</p> <p>‘End Date’ means the date when the Period ends as stated in the Particulars.</p> <p>‘Energy’ means the electricity and/or the gas supplied by us to you under this Agreement.</p> <p>‘Financing’ has the meaning given to it in Clause 16.5.</p> <p>‘Fixed Price Period’ means any fixed price period detailed in your Particulars.</p> <p>‘Forecast Consumption’ means the estimated amount of Energy that you are expected to consume over any specified time as set out in the Particulars.</p> <p>‘Forecast Tolerance’ means between 80% and 120% of the Forecast Consumption in any given period.</p> <p>‘Good Industry Practice’ means, in respect of any task or circumstance, exercising that degree of skill, diligence, prudence and foresight</p>	<p>Contract reference: that would reasonably and ordinarily be expected from a skilled and experienced individual engaged in the same type of task under the same or similar circumstances;</p> <p>‘Industry Rule’ means all agreements, licences, legislation, authorisations and codes or procedures relating to the supply of Energy and applicable to this Agreement.</p> <p>‘KYC Requirements’ means the Supplier’s internal policies relating to ‘know your customer’, terrorism financing, anti-money laundering and other similar checks which are consistent with Applicable Laws to determine whether the Customer or its directors or officers are the subject of any of the following:</p> <ul style="list-style-type: none"> a) any trade, economic, or financial sanctions laws, regulations, embargoes, or restrictive measures administered, enacted, or enforced by the United Nations, the European Union, the United Kingdom, the United States of America, Australia, and the governments and official institutions or agencies of any of the foregoing (including the Office of Foreign Asset Control, the U.S. Department of State, His Majesty’s Treasury, or the Australian Department of Foreign Affairs and Trade); b) any known money laundering (as defined in the Proceeds of Crime Act 2002) or terrorism financing activities; and c) the presence of any politically exposed person (as defined in the Money Laundering Regulations 2017). <p>‘Licences’ means the licences that OFGEM gives us to supply gas and/or electricity details of which can be found at www.ofgem.gov.uk/LICENSING/WORK/Pages/licence-conditions-consolidated.aspx;</p> <p>‘Meter’ means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring Energy consumed at the Supply Point, including data transmission equipment, AMR devices and Smart Meters.</p> <p>‘Meter Asset Manager’ means the company responsible for managing the meter asset.</p>
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‘Meter Reading Agency’	means the company responsible for reading the meter asset.
‘Meter Installation’	means the Meter and all associated installation materials or apparatus as at the date on which we become the registered supplier with the Distributor or Transporter in respect of the Supply Point.
‘Microbusiness’	means a business which: <ul style="list-style-type: none"> a) Has an Actual Consumption or Forecast Consumption of less than 293,000 kWh of gas per year (where this is a gas supply Agreement) or 100,000 kWh of electricity per year (where this is an electricity supply Agreement); or b) Has fewer than 10 employees and an annual turnover or annual balance sheet not exceeding €2million
‘MPAN’	means Meter Point Administration Number.
‘MPRN’	means Meter Point Reference Number.
‘OFGEM’	means the Office of Gas and Electricity Markets
‘Out-of-Contract Rates’	means the rate the Supplier publishes as such from time to time on its website.
‘Particulars’	means the particulars of contract that sets out certain information regarding the terms of supply of Energy to you.
‘Permitted Purpose’	has the meaning given to it in Clause 15.1.1.
‘Period’	means the duration of this Agreement as stated in the Particulars and as extended in accordance with Clause 1.10.
‘Person’	means any individual, sole proprietorship, corporation, trust, company, voluntary association, partnership, joint venture, limited liability company, limited liability partnership, unincorporated organization, institution, Governmental Authority or any other legal entity.
‘Receiving Party’	has the meaning given to it in Clause 15.1.
“Renewable Energy”	means in the case of: <ul style="list-style-type: none"> (a) electricity – the agreed percentage of electricity deemed to be renewable as delivered by us by purchasing Renewable Energy Guarantee of Origin (REGO) certificates issued by the energy regulator, Ofgem. REGOs are issued to eligible renewable generators in respect of every MWh of eligible renewable electricity output. For each

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compliance year, we purchase certificates to prove that we supply renewable electricity to you. The purpose of the certificate is to prove that energy was produced from renewable sources. We shall purchase sufficient REGOs to match your electricity usage as per our read data at the time of the relevant annual REGO submission period to Ofgem.

(b) gas - green gas delivered by us by purchasing the equivalent number of Renewable Gas Guarantees of Origin (**RGGO**) (or certificates of another name). The RGGO certificate is evidence that green gas was produced from biogas or biomethane sources and has been injected into the gas system. RGGOs are issued by relevant bodies in the UK and Europe once green gas has been injected into the gas system and allow the tracking of green gas through the supply chain to ensure that there is no double selling of green gas units. Subject to Clause 11.1, we shall purchase sufficient RGGOs to match your green gas requirement as per our forecast of your use of gas, or as advised by you in writing from time to time (subject to our agreement) (**Renewable Energy Demand**) for the RGGO Period to prove that we supply green gas to you.

‘Retirement Failure’	has the meaning given to it in Clause 10.5.
‘RGGO Period’	means the Contract Period for which RGGO (or certificates of another name) will be purchased by us for you equal to your Renewable Energy Demand for the RGGO Period.
‘RIIO’	means OFGEM’s price control mechanism for balancing revenue, incentives, innovation, and outputs across gas and electricity transmission and distribution networks. It sets targets and assigns responsibility to regulated parties for compliance costs, including infrastructure, renewables and technology investments. Each RIIO applies for a set period (“ RIIO Period ”) and is published on OFGEM’s website;
‘Schedule’	means any schedule(s) annexed to this Agreement.
‘Site’	means the location(s) at which you consume Energy as identified in the Particulars.
‘Smart Meter’	means a Meter, which as well as measuring the consumption of Energy, can also carry out other tasks such as allowing

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	us to read the Meter remotely and gather information relating to your Energy use.
‘Start Date’	the date on which we have agreed to begin the supply of Energy to you under this Agreement or when your new connection meter is installed.
‘Supplier, we, us’	means the company named as such in the Particulars;
‘Supply Point’	means the point(s) at which we shall make Energy available to you under this Agreement.
‘Surplus Energy’	means the amount by which the Actual Consumption exceeds the upper Consumption Tolerance over any specified time.
‘System Buy Price’	means the price paid by the BSC trading parties for Deficit Energy.
‘System Sell Price’	means the price paid to BSC trading parties for Surplus Energy.
‘Terms and Conditions’	means the terms and conditions set out in this document.
‘Transporter’	means for the supply of electricity the operator of a transmission system or for the supply of gas the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected.
‘Unsuitable Counterparty’	means a Person that: <ol style="list-style-type: none"> a) is a direct competitor of the Supplier; b) fails the Supplier’s credit checks; c) has substantial interests in the sale, distribution or manufacture of arms or pornography (for the purposes of this definition, the holding of less than 50% of the ordinary shares of a company does not amount to a ‘substantial interest’); d) is (and/or has a holding company that is) proven by a Competent Authority to be currently involved in: (i) serious or systematic human rights violations, such as murder, torture, deprivation of liberty, forced labour, child labour and other child exploitation; or (ii) serious violations of individuals’ rights in situations of war or conflict; e) has one or more officers (and/or has a holding company with one or more officers) who are serving a prison sentence or have served a prison sentence during the 2 years preceding the time the test under this definition is applied (where, in either case, the prison sentence exceeds 6 months in duration). For the avoidance of doubt, this definition is only concerned with

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	persons who are officers at the time of the test (not former officers). In assessing whether a prison sentence has been served during the preceding 2 years, or the length of a prison sentence, any period of probation associated with a prison sentence shall be included;
	f) the Supplier cannot contract with in accordance with Applicable Law or where the Customer fails to comply with the Supplier’s KYC Requirements, and in this definition 'officer' and 'holding company' shall have the meanings given to those expressions in the Companies Act 2006.
‘VCO’	means Voluntary Carbon Offset which is a tradable voluntary carbon offset unit issued by the Verra Registry (or such other comparable registry as we may notify you from time to time) which represents the offset, to the closest tCO2e, of greenhouse gas emissions including carbon dioxide (CO2) or CO2 equivalent (collectively “Carbon Emissions”).
‘VCO Volume’	means the quantity of VCOs required to offset the expected Carbon Emissions (as calculated by us) in respect of the estimated amount of gas we expect you to consume as at the date of this Agreement and throughout the Contract Period.
‘Wholesale Energy Price’	means the future prices for gas or electricity as set out in the ICE Settlement Price published on or about the relevant dates. In the event the ICE Settlement Price is not available we will substitute an alternative index.

1. Duration

- 1.1. This Agreement shall be binding between the parties from the date we confirm acceptance. Subject to Clause 1.3, our obligation to supply Energy to you will begin on the Start Date and shall cease on the End Date unless terminated earlier in accordance with the terms of this Agreement. You will use all reasonable efforts to ensure that we can supply Energy to you on the Start Date.
- 1.2. In the case of a new connection contract, you will be subject to the daily standing charge from the date of this Agreement rather than the commencement of supply.
- 1.3. Notwithstanding Clause 1.1, our obligations are subject to the following conditions precedents:
 - 1.3.1. You having properly given notice of termination to your previous supplier where required to do so under your agreement;
 - 1.3.2. You having returned to us a duly completed Direct

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Debit mandate form and agreeing to pay your account by Direct Debit for the duration of this Agreement;

- 1.3.3 You successfully passing our credit checking process and, if requested, providing us with a security deposit, bond or guarantee (or procurement thereof);
- 1.3.4 The Metering Installation at the Supply Point(s) not compromising a pre-payment meter;
- 1.3.5 You already have a Smart Meter or AMR installed at your Supply Point(s) or if you do not have a Smart Meter or AMR installed at your Supply Point(s), you agree to have one fitted within any period we may specify from time to time; and
- 1.3.6 If you have a Smart Meter or AMR at your Site, you must inform us and allow us and/or our agent to obtain information about the specification and functionality of that Smart Meter or AMR (the “**Conditions Precedents**”)

and we shall determine, in our sole discretion, whether any Conditions Precedents set out in this Clause 1.3 has been satisfied and/or may waive or extend any condition which applies to you at any time.

- 14. In the event that we supply you with Energy at any Supply Point prior to satisfaction of each Conditions Precedents for all Supply Points, we shall be entitled to vary all or any elements of the Contract Price or charge you for the consumption of Energy at our Out-of-Contract Rates.
- 15. You shall ensure that for the duration of this Agreement each Conditions Precedents in Clause 1.3 shall be maintained and continue to have full effect.
- 16. If any of the Conditions Precedents has not been satisfied by you within a reasonable period (or such period as we may advise), we may terminate this Agreement, in which case we will continue to supply each Supply Point, for which we remain as the registered Supplier and you will be charged at our Out-of-Contract Rates for the consumption of Energy consumed at the relevant Supply Points from the date of such termination.
- 17. We will follow industry processes and transfer or install the meters for your Sites to us from your previous supplier within 21 days of this Agreement unless:
 - 1.7.1 the Start Date in the Particulars is more than 21 days after the date of this Agreement in which case we will transfer or install the meters for the Sites on the Start Date; or
 - 1.7.2 your previous supplier blocks the transfer to us; or
 - 1.7.3 we do not have the correct information to complete the transfer or meter installations (having taken all

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reasonable steps to obtain the information from you or elsewhere); or

- 1.7.4 works need to be carried out due to the supply being through an exempt distribution system; or
- 1.7.5 we cannot complete the transfer or install the meters for reasons outside our control.
- 18. We reserve the right to charge you for losses, costs and expenses incurred by us in the event that the transfer of supply or a Meter install does not occur on time due to your act or omission including your failure to comply with any of the Conditions Precedents or where the incumbent supplier to a Meter does not allow its transfer to us. For the avoidance of doubt, should the events described in sub-clauses 1.7.2 to 1.7.4 occur or you fail to comply with Clause 1.3, this will constitute a breach of this Agreement by you.
- 19. If any of the information you have provided to us is inaccurate this may lead to us terminating this Agreement before the Start Date or at any time during the Period. In particular we may terminate the Agreement if:
 - 19.1 there is a Green Deal attached to any Site that is subject to this Agreement;
 - 19.2 there is a pre-payment meter or other meter at any Site that is subject to this Agreement that we cannot support (although we reserve the right to continue the supply and change the Meter in accordance with Clause 5.5).
- 1.10. This Agreement shall continue in full force and effect until terminated in accordance with its terms. Approximately 60 days before the End Date we will endeavour to contact you as part of our renewal process to discuss renewing this Agreement for a further period. Regardless of the above, if you:
 - a) are not a Microbusiness and have not served notice to terminate this Agreement at least 30 days prior to the end of the Period or Fixed Period, this Agreement will be automatically renewed or extended for a further Period of 12 months, subject to credit, and your Contract Price shall be different in accordance with Clause 2.4; or
 - b) are a Microbusiness, you will not be required to serve a notice to terminate this Agreement at the end of the Period or Fixed Period. This Agreement will be automatically renewed or extended for a further Period of 12 months, subject to credit, and your Contract Price shall be different in accordance with Clause 2.4; during which you will be able to transfer your supply to another energy provider. For the avoidance of doubt, such transfer of supply must only occur once the Period or Fixed Period comes to an end.

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2. Price

2.1. Where you have opted for the **Fixed Price Product** on your Particulars:

2.1.1. Subject to any other provisions of this Agreement you will be supplied for the Period at the Contract Price shown in the Particulars until the stated End Date for that Period.

2.1.2. The non-commodity element to the charges are our best estimate of this element of the Contract Price. We reserve the right to vary the non-commodity elements of the Contract Price where the final costs deviate from any estimates to an extent which we could not reasonably have foreseen. This includes but is not limited to (a) any actual or forecast cost increases or new charges or different charging structures imposed by any third party, including the Distributor, the Transporter or metering agency); (b) any actual or forecast cost increases arising from changes in law, regulation, levies, duties or tax; or (c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect (for example, Meter ownership status).

2.1.3 We reserve the right to vary the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM’S Targeted Charging Review.

2.1.4 Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:

2.1.4.1 an additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

2.1.4.2 an additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System Sell Price.

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance.

2.2. Where you have opted for the **Standard Product** on your Particulars, we reserve the right to vary the Contract Price to reflect:

2.2.1. (a) any actual or forecast cost increases or new charges or different charging structures imposed by any third party including the Distributor, the Transporter or metering agency); (b) any actual or forecast cost increases arising from changes in law, regulation, levies, duties or tax; (c) where information provided to

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us by you to help us calculate the Contract Price turns out to be incorrect (for example, Meter ownership status); or (d) the rate charged to us for feed-in tariff charges or the rate charged to us for renewables obligations changes; and

2.2.2. we reserve the right to vary the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM’S Targeted Charging Review.

2.2.3. Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:

2.2.3.1. an additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

2.2.3.2. an additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System Sell Price.

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance.

2.3. Where you have opted for the **Shift Standard Product** on your Particulars, we reserve the right to vary the Contract Price to reflect:

2.3.1. (a) any actual or forecast cost increases or new charges or different charging structures imposed by any third party (including the Distributor, the Transporter or metering agency); (b) any actual or forecast cost increases arising from changes in law, regulation, levies, duties or tax; (c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect (for example, Meter ownership status); or (d) the rate charged to us for feed-in tariff charges or the rate charged to us for renewables obligations changes; and

2.3.2. we reserve the right to vary the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM’S Targeted Charging Review.

2.3.3. Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:

2.3.3.1. an additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

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- 2.3.3.2. an additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System Sell Price; and
- 2.3.3.3. an additional amount in respect of the under recovery of any third party charges (including the Distributor and/or the Transporter).

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance.

24. After the end of any Period or Fixed Price Period we may vary the Contract Price for subsequent Periods by giving you not less than 30 days prior written notice. Where we continue to supply you and an extended term is not offered, the terms of this Agreement will continue to apply except that our Out-of-Contract Rates shall apply to this Agreement.

25. Notwithstanding the product chosen by you (as stipulated in the Particulars), we reserve the right to revise the Contract Price or charge a on-off fee or additional charges to reflect:

- 2.5.1 any cost increases occurring as a result of a request by you for any variation to the terms or operation of this Agreement or (by way of example only) our cost of making and sending copies of any documents we have already made available to you in any format or online, or carrying out transactions which you are able to do so online;
- 2.5.2 any reasonable costs incurred by us in recovering any monies owed by you to us, including reasonable administration and third-party costs, reasonable legal costs and/or our reasonable costs where an attempted payment with an agreed payment method fails;
- 2.5.3 any reasonable costs of stopping, disconnecting or reconnecting the supply (including, by way of example only, the costs associated with getting a warrant to enter your Site);
- 2.5.4 any reasonable costs if you materially breach any of the Terms and Conditions of this Agreement (including administration costs and costs which we incur in attending the Supply Point);
- 2.5.5 any reasonable costs if you fail to keep an agreed appointment with us or our agents at a Supply Point;
- 2.5.6 any reasonable costs if you interfere with the Meter Installation, or if you steal energy,

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- including any costs we incur to remedy the situation;
- 2.5.7 charges relating to the Meter Installation and agent charges relating to meter reading, data collection and data processing, where these charges are not already included in the Contract Price;
- 2.5.8 any reasonable costs if you prevent us or our agents from reading or working on the Meter Installation, and/or costs for reading the Meter when asked to do so by you, if this is more often than the normal meter reading schedule or Industry Rule requirement;
- 2.5.9 any cost increases due to changes in the ownership of the Meter Installation or costs incurred as a consequence of information provided to us in relation to a Meter Installation being incorrect.
- 26. We reserve the right to vary the non-commodity elements of the Contract Price for a period of up to two years from the commencement date of the applicable RIIO Period, based on information published by OFGEM or other publicly available sources at the time.
- 27. In certain circumstances we may (but will not be obliged to) vary the Contract Price or add or amend a provision of the Agreement as a result of certain circumstances including, an event, or series of events, which causes the Energy market to be changed, or national demand for Energy or your consumption of Energy to change.
- 28. The charges payable by you are based on the information provided by you and subsequently used by us to create the Forecast Consumption. You warrant that the Forecast Consumption is accurate in all material respect.
- 29. If you become aware of a change which affects your likely Actual Consumption that would lead to a change of more than ten (10) percent when compared to the latest Forecast Consumption due to a Consumption Change, you shall immediately:
 - 2.9.1 notify us of such change to your consumption requirements, along with reasons for any changes in Forecast Consumption or Actual Consumption; and
 - 2.9.2 provide us with a revised Forecast Consumption.
- 2.10. If the revised Forecast Consumption is materially different to the latest Forecast Consumption provided by us, we reserve the right to adjust your Contract Price. For the avoidance of doubt, this Clause 2.10 shall not apply to circumstances whereby the consumption change is as a result of weather variation or business as usual variation such as addition of sites or deletion of sites due to a change

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of ownership process.

- 2.11. We may issue a revised Forecast Consumption if, in our reasonable opinion, there will be a material increase or reduction in expected Actual Consumption at a Supply Point.
- 2.12. If a Forecast Consumption is amended or revised in accordance with Clause 2.10 and/or Clause 2.11, we reserve the right to adjust your Contract Price.
- 2.13. We reserve the right to charge you an amount in respect of the unidentified gas charge applicable to the Meter which has been charged to us.
- 2.14. We reserve the right to vary the Contract Price where the Transporter, Distributor, government or governmental body issues a gas deficit warning or a gas deficit emergency for the duration of the warning or emergency to cover the additional cost of gas.
- 2.15. Energy supplied after the end of the Fixed Price Period or Period (as applicable) of this Agreement shall be on the same terms as this Agreement except that our Out-of-Contract Rates shall apply to this Agreement. Where we own the Meter, we reserve the right to continue to bill you for Meter charges following termination of this Agreement until the Meter is transferred to a new owner.
- 2.16. For the avoidance of doubt, the Contract Price is applicable only to the Sites agreed to be supplied at the Start Date or at the commencement of subsequent Periods. Any sites which you wish to add to this Agreement during a Period will be the subject of a separate price quote from us.
- 2.17. Your Contract Price assumes that we will be providing meter operator services. If you employ your own meter operator or we are required to change a Meter to enable us to supply you, we reserve the right to adjust your Contract Price.
- 2.18. Where we have agreed with you a Period that has an End Date more than 40 months from the date this Agreement comes into effect, we reserve the right to vary the Contract Price if at any time during the Period the Wholesale Energy Price at the time of purchase exceeds 125% of the Wholesale Energy Price at the effective date of the agreement.
- 2.19. In the event that we require a security deposit, the deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-06-24 Ref: Customer’s name. Any security deposit required by us shall only be returned to you after all payments due from you in relation to this Agreement (including any renewal, extension or new Agreement) have been finalised and paid by you.
- Contract reference:
- 3. Payment**
- 3.1. We will invoice you by e-billing on a monthly basis for Energy supplied. Should you require a paper invoice, there will be an additional charge. Where Meter reads are not available, invoices will be raised using estimates or in accordance with any payment plan agreed with us. You must pay each invoice in full without any set-off, counterclaim, deduction or withholding within 10 days of the date of invoice (unless agreed otherwise in the Particulars) (“**Due Date**”).
- 3.2. If you fail to pay any invoice or charge by the Due Date, we shall (in addition to any other remedies available to us) be entitled to:
- 3.21. charge interest from each invoice Due Date on the amount unpaid at the annual rate of 8% above the base lending rate of Bank of England;
- 3.22. charge a late payment administration charge for each invoice which has not been paid in full by its Due Date at the rates prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 and regulations made thereunder;
- 3.23. use any security deposit paid by you to us to pay off any overdue invoices;
- 3.24. prevent you from transferring to another supplier by lodging an objection (irrespective of your termination rights);
- 3.25. increase the Contract Price to our Out of Contract Rates for the rest of the Period; and
- 3.26. physically or remotely disconnect, de-energise or discontinue the supply of Energy to any Supply Point.
- 3.3. All prices are exclusive of Value Added Tax, CCL, and any other similar taxes which will be added to your invoices where appropriate. You are responsible for providing any applicable exemption or reduced rate certificate. If you do not provide the appropriate certificate the tax will be charged at the full standard rate until such time as you do provide it. Any back-dating of reduction or exemption will be applied only at our absolute discretion and such reduced rate or exemption shall only apply from the date we receive the reduced rate or exemption certificate from you and in any event shall not exceed any back-date time periods provided for by HMRC or regulatory guidance. We may share your VAT certificate with HMRC.
- 3.4. All payments must be made by direct debit unless stated otherwise in the Particulars. Failure to do so may result in termination of the Agreement or an increase in the Contract Price by 1p/kWh. We do not accept payment by cheque.

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35. To enable us to allocate payments you must provide an account number, MPRN/MPAN or Site details, a bill number and account being paid in a remittance advice. We reserve the right to allocate any payments to the oldest amounts owed by you to us first. Payments received without sufficient remittance advice information may be placed by us into a suspense account until you provide a full remittance advice.
36. We may at any time, without notice to you set off any liability you owe us against any liability we owe you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by us of our rights under this Agreement shall not limit or affect any other rights or remedies available to us under this Agreement or otherwise.
37. Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data, but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes.
38. If you are a Microbusiness and we invoice you incorrectly due to unforeseeable circumstances, you will not be required to pay any charges for the supply that could reasonably relate to Energy used more than 12 months ago. However, we can charge you more than 12 months after you have used the Energy if:
- 3.8.1 we have not been able to send you an invoice for the correct amount of Energy used because of your obstructive or unreasonable behaviour (for example, if we identify a problem, you have acted unlawfully and tampered with your Meter or you have not kept your Meter in working order, we make reasonable requests to access the Meter or try to obtain a Meter reading and you refuse or ignore us or if you have stolen Energy);
 - 3.8.2 we have not been able to recover the charges (including the Contract Price) for unpaid Energy, despite sending repeated demands for payment; or
 - 3.8.3 we are allowed to do so under any energy legislation and/or any regulation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy).
- 3.9 We may check your credit standing at any time before or during this Agreement. If you repeatedly fail to pay bills on time and if we have concerns about your credit standing, or if we reasonably believe that you may not be able to pay your bills on time and in full, we may:
- 3.9.1 require you to pay us a security deposit or to increase any security deposit that we already hold on your behalf. We do not pay any interest on security deposits held by us; or
 - 3.9.2 require you to arrange for a guarantee in the form we request from your parent company or from one or more directors, partners, shareholders, members or some other third party (who we agree to being your guarantor) confirming that they will be responsible for any amounts due under this Agreement; or
 - 3.9.3 require you to provide any other form of security.
- 3.10 You warrant that all details provided to us regarding the Site(s) are up to date and accurate during the term of the Agreement. We reserve the right to charge you for any costs or losses incurred on the resale of the Energy required as a consequence of inaccurate information.
- 3.11 If we reasonably believe that any invoice is not materially accurate, we may issue a revised invoice which you must pay within 10 days from date of invoice. This Clause will apply after the end of this Agreement including after we have issued a final invoice.
- 3.12 If during the Contract Period you cease to use Energy at any Supply Point or you do not commence supply at any Supply Point, we may charge you for any costs, losses and expenses incurred by us in relation to the Supply Point for the remainder of the Contract Period.
- 3.13 If there are any monies (“Credit”) left on your account after we have informed you of the final amount owed to us, we shall not be required to pay this money back to the you if it’s been more than twelve (12) months since we informed you of the Credit.
- #### 4. Meter Reading
- 4.1. You should read the Meter and provide us with dated photographs of each of its registers the day before the Start Date, and at least once every six months thereafter. A Meter reading is taken as proof of your usage unless the Meter is found to be faulty to a degree exceeding that permitted by law.
 - 4.2. Where we have asked you to provide a Meter reading, and you have not done so we will estimate your usage for invoice purposes. There will be an administrative charge of £50 to cover the work involved in the estimation.
 - 4.3. Where a Smart Meter is installed, you acknowledge that we will:
 - 4.3.1 manage your Energy supply from a distance, without visiting your Site. You further agree that

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we can read, repair or update the Smart Meter, or isolate or reconnect the Energy supply (in accordance with Clause 7) or monitor the consumption of supply;

4.3.2 use your Consumption Data to invoice you. Where we are unable to collect the Consumption Data from the Smart Meter, invoices will be raised using estimates.

4.4 You must let us know immediately if there is any reason why we may not receive information from a Smart Meter or if you think it has been tampered with.

4.5 Where a Smart Meter or AMR is not installed at your Site, until such installation you must:

4.5.1 provide us with an up-to-date and correct reading from your Meter(s) which records the meter reading on the supply Start Date. You should supply us with this reading on the supply Start Date itself. If you fail to take a reading on that date, you must take a reading and send it to us no later than 5 working days following (but not including) the supply Start Date. This meter reading shall constitute your opening meter reading.

4.5.2 on the supply End Date provide us with an up-to-date and correct reading from your Meter(s). We will retain that reading for verification against the meter reading which we subsequently receive from your new supplier. The reading which we receive from your new supplier shall stand as the closing meter reading.

4.5.3 on a monthly basis, starting at no sooner than one month after the supply Start Date and ending at no later than one month before the supply End Date, provide us with up-to-date and correct reading(s) from your Meter(s).

5. Meter, Access, Accuracy and Maintenance

5.1 Unless otherwise agreed, we will make arrangements for the provision and maintenance of the Meter Installation, and you will at all times allow us and our respective agents, the Transporter or the Distributor and their respective agents safe access (including remote access) to a Site to install, operate, read, maintain, test, isolate, remove or reconnect the Meter Installation where necessary and, if requested, you will grant us and/or the Distributor or the Transporter and their respective agents an easement for this purpose (in such form as we may reasonably require). You shall provide at any Supply Point free of charge such supplies of power, water, drainage and protection as we and our respective agents or the Distributor or the Transporter or their respective agents may reasonably require. You will allow us to inspect the

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Meter after the end of our supply to you to obtain a Meter reading.

5.2 You will not alter, add to or replace any part of the Meter Installation without our prior consent, which may be withheld for safety or other reasons.

5.3 The Meter shall be deemed to be accurate and fit for purpose unless (a) either Party is notified by the other that its accuracy is disputed and (b) a test confirms inaccuracy outside the prescribed margins of error. If we ask to test your Meter we will arrange for, and you will allow testing by a qualified person. We will pay for the test if we request it. If you ask us to test your Meter, you must pay for it before we carry out the test. If the meter is:

5.3.1 working properly, we will not refund the amount you paid for the test;

5.3.2 not correctly recording the energy you use, we will refund the amount you paid for the test. If the Meter has been incorrectly recording your energy usage and you have paid for:

5.3.2.1 over-recording and you have paid for more energy than you should have, we will pay you back the amount you have overpaid; or

5.3.2.2 under-recording and you have paid for less energy than you should have, we will send you a bill in relation to such underpayment which you must pay by the due date.

5.4 Data for any Meter which is not the responsibility of the Supplier or that of the Transporter or Distributor must be provided in a form compatible with the Meter Reading Agency, our IT system and the Distributor or Transporter’s IT systems. For Meters which are to be read daily, read equipment will be provided by the Transporter and there may be an additional charge for providing daily read information to you.

5.5 We reserve the right to remove any Meter and replace it. We also reserve the right to operate the Meters in a manner that enables us to provide the supply to you including, altering the timing configuration to conform to any new industry standard, operating Smart Meters in dumb mode or fitting AMR in accordance with clause 5.9.

5.6 If we arrange an appointment with you and a third party to exchange or read a Meter, you will ensure that you or your agents will attend the appointment with the third party. If you or your agents do not attend the appointment and we are charged a cancellation fee by the third party, you agree to pay this cancellation fee in full when invoiced by us by the due date.

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- 5.7. You may request that we install an AMR or Smart Meter at your Site(s). All such requests will be subject to Site surveys and agreement between us and you before installation takes place.
- 5.8. Installation of AMR or Smart Meter is subject to a Site survey. If we can install our standard AMR without additional work, then there will be no additional charge to you. If additional work is required or we need to install a different device or a Smart Meter, we will discuss the options with you before proceeding.
- 5.9. We reserve the right to install either an AMR or Smart Meter at your Site(s) and you agree to allow us to do this. For a Smart Meter to be included in your contract (either for electricity and/or gas), you:
 - 5.9.1 agree that for electricity, this will be subject to the availability of Smart Metering equipment from our appointed Meter Operator (MOP); and for gas, will be subject to the availability of Smart Metering equipment from our appointed Meter Asset Provider (MAP) and/or Meter Asset Manager (MAM).
 - 5.9.2 acknowledge that subject to Clause 5.9.1, for a Gas Smart Meter to be installed by us, an Electricity Smart Meter must already be installed and enrolled under the DCC at the Site (either supplied by ourselves, or another supplier). If there is no Electricity Smart Meter installed at the Site in question, we will be unable to install the Gas Smart Meter and will defer the installation of the Gas Smart Meter until such time as a DCC enrolled Electricity Smart Meter is installed at the Site.
- 5.10. To the extent permitted by law, we shall have no liability to you with respect to Clause 5.9 for any technical problems of any kind which may limit or prevent installation of Smart Meters at your Site; and/or any other events beyond our control that may cause the installation of Smart Meters to be disrupted or cancelled.
- 5.11. If you have a Smart Meter or AMR at any of your Sites you consent to us obtaining Consumption Data for periods up to 4 months. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You may ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.
- 5.12. Where you wish to appoint your own metering agent(s) (“**Customer Metering Agent**”), which shall be at your own cost, Clauses 5.13 to 5.16 shall apply.
- 5.13. You must ensure that the Customer Metering Agent(s):
 - 5.13.1 are properly qualified;

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- 5.13.2 are able to meet any reasonable requirement specified by us in relation to services provided by the Customer Metering Agent; and
- 5.13.3 operate in accordance with Good Industry Practice and Applicable Law.
- 5.14. We may reject or delay the appointment of the Customer Metering Agent where we have reasonable grounds to do so.
- 5.15. If the Customer Metering Agent fails to perform; ceases to be properly qualified; causes or may cause us to be in breach of our supply Licence and/or fails to perform in accordance with Good Industry practice and Applicable Law, we may:
 - 5.15.1 appoint a replacement metering agent of our choice and charge you for the costs of the services provided by such replacement metering agent; and/or
 - 5.15.2 pass through to you any costs or losses we incur, including additional operating costs, regulatory/industry fines or penalties, and you agree to indemnify us for any costs, fines or penalties; and/or
 - 5.15.3 charge you our Out of Contract Rate until such time you or your Customer Metering Agent have resolved the issues to our satisfaction.
- 5.16. You shall ensure that any Meter provided by you complies with all Applicable Laws.
- 5.17. Where we provide you with metering services and you wish to appoint your own Customer Metering Agent pursuant to Clause 5.12, you shall be liable for any costs and expenses we may incur as a result of you appointing your own Customer Metering Agent.
- 5.18. You shall:
 - 5.18.1 ensure the Meter Installations are at all times protected from the risk of damage, and ensure they are accessible for the persons specified in Clause 5.1 to enable them each to carry out the activities specified in such Clause;
 - 5.18.2 provide us with such information about each Meter Installation as we may reasonably request from time to time;
 - 5.18.3 nominate and provide contact details for an authorised person who we and our agents, the Transporter, or the Distributor and their respective agents may contact for arranging access to any Meter Installation for the purposes of carrying out the activities specified in Clause 5.1.

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5.19 Where you have a Smart Meter:

- 5.19.1 Installed by another supplier you should tell us this before you transfer to us. After you transfer to us you may not be able to use all the functions of the Smart Meter;
- 5.19.2 If you subsequently cease to take Energy from us, then you may not be able to use all or any of the Smart Meter functions;
- 5.19.3 The monitoring interface linked to your Smart Meter may not work with another supplier. If you move from your Site, you must leave the Smart Meter equipment at the Site at which it was installed.

5.20 You shall not fit a Meter by-pass without authorisation from us, the Distributor, Transporter and Meter Asset Manager. You must inform us if a Meter by-pass already exists and shall not use the Meter by-pass unless you notify us of the date on which the Meter by-pass is first opened and the date on which the Meter by-pass is closed off by you. During the period the Meter by-pass is in use by you, we will estimate your Energy usage for the purposes of billing.

6. Safety and Emergencies

- 6.1 You undertake to use the Energy in a safe manner and not in any way which is likely to create any risk to the health and safety of any person or risk of damage to any property, or which could interfere with the supply of Energy to any other consumer of Energy. You shall not use a gas compressor.
- 6.2 If there is a problem with your supply, you should contact your Transporter or your Distributor which is named in the Particulars. You will find contact details for your Transporter or Distributor on your invoices or on our website.
- 6.3 You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant wires, connections, pipes and apparatus downstream of the Meter and for paying any call out or repair costs in connection therewith.
- 6.4 You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of Energy where there is an emergency or where such instruction is given pursuant to obligations imposed on us by law, regulation or under our supplier’s Licence, including where we are given a notice under section 2(1) (b) of the Energy Act 1976.
- 6.5 We need you to provide us with contact details of at least one person at each Site who will be our primary contact

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for emergencies and account administration. You agree to update us with any changes to these contact details.

- 6.6. You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under Clauses 5 and 6 of this Agreement.

7. Change of ownership, Isolation, Reconnection and De-Energised or Disconnected Sites

- 7.1 If you intend to leave a Site during a Period including before the commencement of supply, you will continue to be liable for our charges under this Agreement in respect of that until each of the following conditions are complied with:
 - 7.1.1 you must give us at least one month’s prior written notice, stating the date you intend to leave, your new address, and the name and current address of the proposed new owner or occupant; and
 - 7.1.2 another party must accept liability and pay our charges for the supply made and taken for the period immediately following your vacation of the Site (if another supplier does not immediately take over the supply); and
 - 7.1.3 you must provide us with a Meter reading and dated photographs of each of the Meter registers on the date you leave.
- 7.2 The following special condition set out in Clause 7.3 shall take precedence over all other terms where a change of ownership would result in a Site becoming an individual residential site.
- 7.3 Should you wish to remove a residential property from your Agreement via a change of ownership, the following process will apply:
 - 7.3.1 you must inform us of the site you wish to remove;
 - 7.3.2 you must engage with a domestic supplier, to transfer the site over to them;
 - 7.3.3 we will release the site when the new supplier applies for the Meter;
 - 7.3.4 we will finalise the invoicing for the site to the date the Meter transfers away;
 - 7.3.5 the payment of the Energy invoices for the site remains with you until the Meter transfers to the new supplier.
- 7.4 You shall in addition to providing the notice pursuant to Clause 7.1 provide us with valid documents in support of

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any proposed change of ownership or occupation and such change will only be processed by us from the date of receipt by us of the notice and valid documents. Such documents may include but not be limited to a copy of a lease, tenancy agreement and sale contract. We will not accept notice under Clause 7.1 until you have supplied such documents to us and you shall remain liable for all charges in respect of the Supply Point under this Agreement until such change has been processed and completed to our satisfaction.

- 75. If during this Agreement you cease to use Energy at any Supply Point or do not commence supply at any Supply Point or the commencement of such supply on the agreed Start Date is hindered and/or delayed, we will still need to charge you for any other costs incurred by us in relation to the Supply Point for the remainder of the Period. This may include any costs or losses for selling on forward purchased Energy in accordance with clause 9.5 and for new connections will include a proportion of the cost of the supply and installation of any meters as this cost has been spread across the initial Period. You can ask us (at your own cost) to de-energise or disconnect the Supply Point which may reduce these costs.
- 76. A Supply Point may be isolated in the case of a Meter by accessing your Site and in the case of a Smart Meter by remote access (and you agree that we may do so without obtaining your further permission):
 - 7.6.1 at your request;
 - 7.6.2 following termination of this Agreement by us;
 - 7.6.3 in the event of demolition or substantial redevelopment of the Supply Point;
 - 7.6.4 where we determine necessary for safety or security reasons; or
 - 7.6.5 where the Distributor, Transporter, meter operator or Competent Authority determines necessary for safety, security or for any other reasons;
 - 7.6.6 if required by Applicable Law;
 - 7.6.7 if you are in breach of any material obligations under this Agreement including your repeated failure to allow us and/or our agent access to the Meter Installation;
 - 7.6.8 if you fail to pay any amount due in accordance with this Agreement;
 - 7.6.9 where you provide false information or you fail to provide information requested by us;
 - 7.6.10 if you become subject to, or we reasonably believe that you are about to become subject

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to, any of the events listed in Clause 9.2.

- 77. Where a Meter is isolated for reasons of debt, we retain the exclusive right to supply Energy to that Supply Point until this Agreement has terminated, and you have paid all outstanding amounts. We may charge you our reasonable estimate for any Energy taken following reconnection of the supply without our prior written permission.
- 78. If the supply of Energy to the Supply Point needs to be isolated, de-energised or disconnected for any reason, you shall pay all costs incurred by us (including any third-party costs) in isolating, de-energising or disconnecting the Supply Point.
- 79. Where the Meter is isolated, de-energised or disconnected, we shall be under no obligation to recommence supply to the Supply Point until you:
 - 7.9.1 request for such supply to be reconnected in writing;
 - 7.9.2 have paid all outstanding charges, including any costs associated in isolating the Meter and/or re-energising or reconnecting the Supply Point.
- 7.10. We shall be entitled to charge you additional costs and charges in accordance with any other terms of this Agreement and/or any reasonable costs incurred by us in recovering any monies owed by you to us, including reasonable administration and third-party costs, reasonable legal costs and/or our reasonable costs where an attempted payment with an agreed payment method fails.
- 7.11. Should you wish to remove a Supply Point classed as domestic you shall take all steps necessary to procure the prompt transfer of the domestic meter point to an Energy supplier licenced to supply domestic customers. In all circumstances you shall remain liable to us for payment of our charges for the site for so long as we remain the registered owner of the domestic meter point including after the Period.
- 8. Liability and Force Majeure**
 - 8.1. Subject to Clause 8.5, we and our officers, employees or agents shall not be liable to you or your agents for any loss arising from any breach of this Agreement other than for physical damage to your property which results directly from our breach of this Agreement and which was reasonably foreseeable at the date of the Agreement as likely to result from such breach.
 - 8.2. Neither we nor our officers, employees or agents shall in any circumstances whatsoever be liable (whether in contract or tort) to you or any other person for:
 - 8.2.1 any loss of profits (including loss of anticipated savings); or

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8.2.2 loss of revenue, loss of use, loss of agreements or contracts or business opportunity or loss of or damage to goodwill; or

8.2.3 any special, indirect or consequential loss

arising from any breach of this Agreement or from any negligent act or omission by us hereunder.

83. If due to any circumstance beyond the reasonable control of one Party to this Agreement it is not practicable for the affected Party to perform any of its obligations, such obligations (other than to make payments) shall be suspended to the extent that and for so long as such impracticability continues.

84. We accept no liability for any loss or damage arising out of any act or omission of the Distributor, Transporter or their agents in the performance of its obligations, whether or not acting as our agent.

85. In any event, our liability under this Agreement shall not exceed the value of the Forecasted Consumption of Energy at the then Contract Price in the Contract Year in which the liability arises.

86. Nothing in this Agreement shall have the effect of excluding or restricting our liability for fraud, fraudulent misrepresentation, death or personal injury arising from our negligence or any other liability which cannot be excluded at law.

87. You shall be responsible for any Energy escapes between the Meter Installation and your Site.

88. If we are given a direction under section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply to specified persons, then, for so long as the direction is in force and so far as is necessary or expedient for the purposes of, or in connection with, such direction:

8.8.1 we may discontinue or restrict the supply, and

8.8.2 you shall refrain from using or restrict your use of Energy on being told by us that you should do so.

9. Termination

9.1. Except as provided for in Clause 1.10 where you are a Microbusiness, either Party may terminate this Agreement at the end of any Period by giving the other Party at least 30 days prior written notice. The notice can be served at any time as long as it is received 30 days before the end of the Period. Any termination notice should be in writing and either sent by post to Corona Energy, Building 2, Level 2, Croxley Park, Watford, WD18 8YA or via email to terminations@coronaenergy.co.uk

You will be able to transfer to another supplier provided

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this has been done and the Period has come to an end (subject to there being no outstanding amounts on your account). You must provide us with a Meter reading and dated photographs of each of the Meter registers on the date of transfer. You should also refer to clause 16.7 below if taking this option.

92. We may terminate this Agreement immediately by written notice to you and disconnect or de-energise your Energy supply at any time if:

9.2.1 you are in material breach of your obligations hereunder and fail to remedy the same (where remediable) within fourteen (14) days after receiving written notice of the breach from us requiring the breach to be remedied;

9.2.2 you take any step or action in connection with entering administration or a composition or arrangement with your creditors or being wound up (other than in relation to a solvent restructuring) or cease to trade or enter into liquidation whether voluntarily or compulsorily or compound with your creditors or have a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over your assets or undertaking or any part thereof, or if any action, petition, application or proceeding is initiated or resolution passed relating to any of such matters;

9.2.3 any invoice shall remain unpaid for more than seven (7) days beyond its Due Date;

9.2.4 we cease to hold a supplier’s Licence;

9.2.5 we reasonably believe there to be theft or suspected theft of Energy;

9.2.6 you are in breach of any Applicable Law;

9.2.7 keeping to any Clause in this Agreement would mean that we would be breaking Applicable Law;

9.2.8 you fail to provide a security deposit or guarantee in accordance with Clause 3.9;

9.2.9 in our reasonable opinion, you may be unable to meet your obligations under the Agreement and/or your financial position or that of your ultimate parent company has deteriorated to a level unacceptable to us, provided in each case that we shall have given fourteen (14) days’ notice of such opinion to you during which time you fail to provide adequate financial security in respect of your obligations on terms satisfactory to us;

9.2.10 you undergo a Change of Control, and the new

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controlling party is an Unsuitable Counterparty.

93. This Agreement will terminate automatically in respect of any or all Supply Points if we are not permitted to continue to supply to those Supply Points because to do so would infringe the terms of our supply Licence or other regulatory conditions or constraints, or if the relevant Competent Authority appoints a supplier of last resort in respect of those Supply Points
94. Termination for any reason is without prejudice to any rights accrued prior to or resulting from termination (including our right to prevent you from transferring to another supplier). All sums outstanding shall be payable by you on demand.
95. You acknowledge that we have given you the benefit of a fixed commodity price in expectation that it would be paid in full for the whole of the Period and that the Contract Price has been calculated on this basis. We have hedged the Energy to obtain the best price and selling back any of this Energy due to the termination of this Agreement may not achieve the same price and will incur further additional costs of trade. Therefore where supply to any Supply Point ceases before the end of the Period (including under clause 7) or this Agreement is terminated for whatever reason, we reserve the right to charge you for any losses or costs incurred by us (whether by reason of the trade of Energy or otherwise, including, any costs, losses or expenses incurred by us in disposing of the Energy) together with an administration fee of 3% of the expected consumption for that Supply Point for the remainder of the Period.
96. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Agreement shall remain in full force and effect.

10. Voluntary Carbon Offsets

- 10.1 If you elect to purchase VCOs in respect of the supply of Energy by us to you, as set out in the Particulars, the provisions of this Clause 10 shall apply.
- 10.2 In relation to the supply of Energy under this Agreement, we shall source and retire VCOs.
- 10.3 You agree to purchase the quantity of VCOs equal to the VCO Volume.
- 10.4 We shall, or cause our agent to, effect the retirement of the VCO Volume by instruction to the Verra Registry (or such other comparable registry as we may notify you from time to time).
- 10.5 If we, or our agent acting on our behalf, are unable to retire the relevant VCOs, we shall use our reasonable endeavours to remedy such failure (“**Retirement Failure**”) within forty-five (45) days of us becoming aware of such

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Retirement Failure. If we fail to remedy the Retirement Failure within such forty-five (45) day period, as your sole and exclusive remedy for such event, we shall pay you an amount equal to the VCOs subject to the Retirement Failure multiplied by the relevant price for such VCOs as included in the Contract Price.

- 10.6 We warrant to you that, at the time of the retirement of any VCOs under this Agreement, we or our agent shall have the right to retire such VCOs, and we covenant that we or our agents shall have not retired such VCOs on behalf of any other Person. EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING SENTENCE, WE EXPRESSLY NEGATE ANY WARRANTY WITH RESPECT TO ANY VCOs UNDER THIS AGREEMENT OR OTHER AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO CONFORMITY TO SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 10.7 The payment and invoicing provisions in Clauses 3.1, 3.2, 3.3, and 3.4 of the Agreement shall apply in respect of the sale of VCOs to you and shall be amended such that references to “Energy” include references to the sale of VCOs.
- 10.8 In respect of the VCO Volume, where there is a change to your supply portfolio from the date of this Agreement and prior to the End Date, we reserve the right to amend the daily or standing charges for the remaining Supply Points such that the total cost of VCOs is recovered fully in respect of this Agreement.

11. Renewable Energy

- 11.1 If you elect to purchase Renewable Energy from us as set out in the Particulars, the provisions of this Clause 11 shall apply, and such supply shall be subject to:
- (a) you paying the price of the Renewable Energy, which shall be reflected in the daily charge and/or unit rate applied to you and payable in accordance with the agreed invoicing and payment terms;
 - (b) availability of the Renewable Energy in the open market at the agreed price;
 - (c) any limit which may be imposed on us by the regulator, competent authority or otherwise (either in the UK or Europe) or any other such bodies from time to time in respect of the number of recognised certification for renewable production (or other such instruments), which we are able to purchase in each compliance year; and
 - (d) any changes to the enactments and/or regulatory rules relating to such recognised certification for renewable production (or other such instruments) whether made at the direction of any government, governmental body, regulator, competent authority

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- 11.2 In respect of the supply of gas, if during the RGGO Period there is a change to your business operation thereby affecting the number of sites contracted, we shall be entitled to recover from you any under-recovery, associated costs and losses we incur as a result of such change.
- 11.3 In the event of expiry or termination of this Agreement for whatever reason, in addition to you paying any sums then due and payable or accrued due under the Agreement, you shall indemnify us in full on demand in respect of any costs, losses or expenses incurred by us as a result of such expiry or termination, including any costs, losses or expenses incurred by us in disposing of the Renewable Energy.
- 11.4 Without prejudice to Clause 11.3, in the event you fail to pay pursuant to Clause 11.3, we reserve the right to cover such costs, losses and expenses by selling the Renewable Energy already paid for by you but not yet retired by us.
- 11.5 Clauses 11.3 and 11.4 shall apply *mutatis mutandis* to Clause 10 and reference to ‘Renewable Energy’ shall mean reference to ‘VCOs’.

12. Energy Theft

- 12.1 You must not damage or interfere with the Meter. If you do, we will charge you our and/or our agents’ reasonable costs to visit a Site and carry out any repair or remedial work that needs doing. We will also charge you for our, or our agent’s costs, if we think you may have interfered with the Meter to steal Energy and for our estimate of the value of the stolen Energy.
- 12.2 You shall notify us as soon as reasonably practicable if you believe there has been damage to or interference with the Meter or communication equipment or interruption to a communication signal relating to such metering equipment and you agree to provide us with all information which we may reasonably require. If you wilfully damage or interfere with any Meter or communication equipment or interrupt a communication signal or fail to notify us of any damage or interference we may immediately terminate this Agreement, and you shall indemnify us for all losses, damages and costs reasonably incurred by us as a result of such damage, interference and/or termination.
- 12.3 If we suspect that you have committed fraud or stolen Energy by interfering with the Meter or the Energy supply, we will record this on your account and we may share it with people who may have an interest in receiving that information, for example other Energy suppliers, any landlord at the Site, the police or industry bodies. As a result, we may record personal data about you, which may be used by us to make decisions about you in the future. We may share your personal data with other

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organisations for the purpose of assessing or investigating Energy theft or fraud. Where we suspect that there has been fraud or theft of Energy, we may investigate, pursue and prevent such fraud or theft.

- 12.4 Subject to Clause 9.2.5, where we or an industry body reasonably believe there to be theft or suspected theft of Energy, we may disconnect and/or de-energise the Meter at the Supply Point. You shall grant us, our service provider or any other relevant party, access rights to your Site/Supply Point to enable the investigation of any theft or suspected theft of Energy. Furthermore, where there has been theft, or suspected theft of Energy, this will be charged to and recovered from you based on our forecast of the estimated volume of such theft or suspected theft.

13. Complaints

- 13.1 Our complaints handling process is set out in our website at <https://www.coronaenergy.co.uk/policies/our-complaints-process/>
- 13.2 If you are a Microbusiness, you can refer the complaint to the Ombudsman Services: Energy (<https://www.ombudsman-services.org/sectors/energy/>), if you have followed our complaints procedure and:
- 13.2.1 your complaint has not been resolved after eight (8) weeks; or
- 13.2.2 we have sent our final response to your complaint (referred to as a ‘Deadlock Letter’) and you are still unhappy.

14. Customer Personal Data

- 14.1 We will collect and use personal data. This can include personal data about you (where you are not a corporate), your employees, workers, contractors, agents, clients and customers. We may use the personal data in accordance with our Privacy Policy at <https://www.coronaenergy.co.uk/privacy-policy/>
- 14.2 You must read the Privacy Policy, which may be updated by us from time to time.
- 14.3 Where you provide us with, or allow us access to, personal data, including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals who are the subject of the personal data that their personal data is being processed by us, and where applicable shall procure the consent of such individuals and provide us with a record of such consent in the format reasonably required by us. You must also provide a copy of our Privacy Policy to these individuals <https://www.coronaenergy.co.uk/privacy-policy/>

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- 14.4 The provision of this Privacy Policy by you must be done in a way that complies with Article 12.1 of the UK GDPR (as UK GDPR is defined in the Data Protection Act 2018).
- 14.5 You acknowledge and agree that we may record and monitor telephone calls to or from you for quality, training and/or security purposes. Further information on this, including lawful basis, can be found in our Privacy Policy.
- 14.6 You further acknowledge that we share personal data with credit reference agencies. This includes to assess creditworthiness and product suitability, check identity, manage accounts, trace and recover debts and prevent criminal activity. Further information can be found in our Privacy Policy.
- 14.7 You shall comply with all applicable data privacy laws and shall indemnify us against all costs, loss, fines incurred or suffered by us arising from your breach of this Clause 14.
- 14.8 In the event that we receive any data subject access requests or other communications from individuals associated with you, we will, subject to compliance with our obligations under any applicable law or third party obligations, inform you of the same. You shall fully indemnify and reimburse us all costs and, losses arising from our dealing with such requests and communications.

15. Confidentiality

- 15.1 Each Party (a “**Receiving Party**”) shall treat as confidential all Confidential Information supplied to it by or on behalf of the other Party (a “**Disclosing Party**”) or acquired in the course of visits to the Disclosing Party’s sites, whether received before or after the date of this Agreement, and undertakes that all Confidential Information:
- 15.1.1 shall not be used for any purpose other than directly in connection with the negotiation and performance of this Agreement (the “**Permitted Purpose**”); and
- 15.1.2 shall be held strictly confidential and shall not be divulged directly or indirectly or otherwise made available in whole or in part to any third party without the prior written consent of the Disclosing Party except that the Receiving Party may without such approval disclose such Confidential Information to its employees, officers, directors (and to those of its Affiliates) and to its outside professional advisors directly concerned with the Permitted Purpose and whose knowledge of the Confidential Information is essential for the Permitted Purpose; and
- 15.1.3 provided that prior to any disclosure of Confidential Information in accordance with

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- sub-clause 15.1.2, the Receiving Party shall ensure that each recipient thereof is made aware of the confidential nature of the Confidential Information and the Receiving Party’s obligations contained in this Agreement and the Receiving Party shall assume full responsibility for the actions of such recipients.
- 15.2 Clause 15.1 shall not apply in relation to Confidential Information if and to the extent that such information:
- 15.2.1 was, before the date of receipt by the Receiving Party, lawfully in the possession of the Receiving Party other than as a consequence of communication thereof by or on behalf of the Disclosing Party or its Affiliates;
- 15.2.2 was subsequently disclosed to the Receiving Party lawfully by a third party entitled to disclose the same without breach of confidence;
- 15.2.3 that enters the public domain other than through a breach of this Clause 15 or any obligation of confidence owed by the Receiving Party or its Affiliates to the Disclosing Party or its Affiliates;
- 15.2.4 is required to be disclosed by order of a court of competent jurisdiction or to any government department or any governmental or regulatory agency or pursuant to the rules of any recognised stock exchange but only to the extent that such disclosure thereto is compellable by law and provided always that, where possible without breach of law, the Disclosing Party has been given not less than five (5) days prior notice of the disclosure and the Receiving Party consults with the Disclosing Party in respect of the disclosure;
- 15.2.5 is required to be disclosed to such extent necessary for any judicial, arbitral, or determinative procedure provided always that the Disclosing Party is given not less than five (5) days’ notice of the requirement for such disclosure and details of the related procedure, and the Receiving Party shall consult with the Disclosing Party in respect of the disclosure; or
- 15.2.6 is required to be disclosed to a bona fide transferee or assignee of the whole or part of the Disclosing Party’s interest held in accordance with this Agreement, or the whole or a significant part of the issued share capital of the Disclosing Party.
- 15.3 The obligations in this Clause 15 shall continue to apply to the Parties for two (2) years following the expiry or termination of this Agreement.

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entering this Agreement you are agreeing to enter into an agreement between your Distributor and you the terms of which are set out in the National Terms of Connection. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site.

16. General

YOUR ATTENTION IS DRAWN TO CLAUSE 16.1 AND 16.2. PLEASE ENSURE YOU HAVE FULLY READ AND UNDERSTOOD IT.

16.1. You represent and warrant that:

- 16.1.1. you have read the Terms and Conditions;
- 16.1.2. all of the information you have given us, and on which we have relied to enter into an Agreement with you, is accurate and complete;
- 16.1.3. you are the owner or occupier of the Site or have express authority from the owner or occupier of such Site to enter into this Agreement;
- 16.1.4. you are not and will not be in breach of any of the KYC Requirements;
- 16.1.5. you will not do, or omit to do, any act that will cause or lead us to contravene any of the KYC Requirements or our Licences;
- 16.1.6. you have in place adequate policies and procedures to ensure compliance with the KYC Requirements and shall provide us with such supporting evidence of compliance as we reasonably request from time to time;
- 16.1.7. where you are a corporate entity (such as a limited company or limited liability partnership), you are duly organised and validly existing under the laws of your jurisdiction of organisation or incorporation, you have the power to enter into the Agreement and have obtained all necessary internal authorisations and approvals to enter into and perform your obligations under the Agreement;
- 16.1.8. the person signing any Agreement with us is authorised to enter into such Agreement on your behalf and no further approvals, actions or ratifications are needed for the full enforceability of the Agreement against you; and
- 16.1.9. where you are an individual, you are 18 years of age or over and have the mental capacity to enter into the Agreement.

16.2. You agree to indemnify us against all and any resultant costs, damages, losses and expenses of any type which we incur, either directly or indirectly, arising in respect of the foregoing representation and warranty.

16.3. If this is an Agreement for the supply of electricity, by

- 16.4. Title to and risk in the Energy passes to you at the Supply Point.
- 16.5. You may not novate, sub-contract, transfer or assign this Agreement or any of your rights or responsibilities under it without first obtaining our prior written consent. You agree that we may novate, sub-contract, transfer or assign our rights and/or obligations under this Agreement. Further, you acknowledge and agree that we may transfer, sell, pledge, encumber, assign, declare a trust over and/or sub-participate any or all revenues and proceeds arising from or in connection with this Agreement and your account in connection with any financing or other financial arrangements (“**Financing**”) without any requirement to notify you of such transaction. You further agree that we and/or our Affiliates shall, solely for the purposes of, and in connection with, the Financing, be permitted to disclose any information to the providers of the Financing, their agents and advisers. Upon any such transfer, sale, pledge, encumbrance, assignment, trust and/or sub-participation, we shall remain liable for and shall not be relieved of or discharged from any obligations owed to you hereunder.
- 16.6. You warrant that you have the right to enter into this Agreement, that the supply of Energy hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Agreement is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
- 16.7. Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under Clause 9.1 or provision of a final read under Clause 7.1, the Party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt, please contact us to ensure your notice has been received.
- 16.8. We reserve the right to vary any of the terms of this Agreement to reflect and/or comply with industry changes, new legislation, statutory instruments, government regulations, licences or similar events on giving you not less than 30 days’ prior written notice.

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16.9. This Agreement constitutes the entire agreement between us relating to the supply of Energy to the Site(s) and supersedes all prior negotiations and representations, written or verbal. You confirm that you have not entered into this Agreement on the basis of any representation whatsoever concerning us or the supply and that no such representation has been given by or on behalf of us except as set out in this Agreement or as otherwise agreed in writing by us or on our behalf.

or Industry Rules include any amendments, variations, consolidations, or replacements and include any subsidiary regulations, agreements or codes made thereunder;

16.10. Where we supply you with both electricity and gas, each supply will be a separate agreement, and each agreement will be unaffected by the other.

17.1.6 any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

16.11. No waiver, failure, or delay by either Party in respect of any breach by the other of this Agreement or acceptance of payment or performance shall preclude any right, relief or remedy of the other Party, nor shall the same be relied upon as a consent or waiver in respect of such breach whether of a like or different nature.

17.1.7 a reference to writing or written excludes fax but includes email;

16.12. This Agreement creates no rights for any person not a party to it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.1.8 references to an agreement, deed, instrument, licence, or other document (including this Agreement), or to a provision contained in any of these, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned, or novated from time to time;

16.13. If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required to be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provision of this Agreement.

17.1.9 reference to any person, including a Party, includes the person’s successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Agreement); and

16.14. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales (except in relation to any application by us to enforce our rights under this Agreement including by way of an application for a warrant to access a Supply Point).

17.1.10 where this Agreement defines a word or expression, related words and expressions have a consistent meaning.

17.1.11 in the event of any conflict between these Terms and Conditions and the Particulars, the order of precedence shall be: (i) the Particulars and (ii) the Terms and Conditions.

17. Interpretation

17.1 In this Agreement (unless the context otherwise requires):

17.1.1 any reference to a Clause is to the relevant clause in these Terms and Conditions;

17.1.2 any reference to a Schedule is to the relevant schedule to this Agreement;

17.1.3 Headings in this Agreement are for convenience only and have no legal meaning or effect.

17.1.4 references in the singular shall include references in the plural and vice versa, words denoting any gender shall include any other gender and words denoting natural persons shall include any other person;

17.1.5 references to statutory or regulatory provisions