

Terms and Conditions of Supply between Corona Energy ("we/us") and the customer ("you")



- Definitions**
- 'Annual Quantity'** means the annual quantity of gas that you are expected to consume.
- 'Contract Period'** means any period beginning at 0600 hours on the Start Date (or any anniversary of the Start Date) and ending at 0600 hours on the next anniversary of the Start Date.
- 'Meter'** means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring gas consumed at the Supply Point.
- 'Meter Installation'** means the Meter and all associated installation materials or apparatus the date on which we become the registered supplier with the Transporter in respect of the Supply Point.
- 'Site'** means the location(s) at which you consume Gas as identified in the Agreement.
- 'Out of Contract Price'** means the Supplier's price for out of contract customers as set by the Supplier from time to time.
- 'Start Date'** the date on which we begin to supply gas to you under this Agreement.
- 'Supply Point'** means the point(s) at which we shall make gas available to you under this Agreement.
- 'Transporter'** means the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected.
- 1. Duration**
- 1.1 This Agreement comes into effect when signed by both parties. Our obligation to supply gas to you will begin on the Start Date, the provisional date for which is shown overleaf. It shall continue in full force and effect until terminated in accordance with its terms. You will use all reasonable efforts to ensure that the Start Date is as close as possible to the provisional date shown overleaf.
- 2. Price**
- 2.1 The price for gas supplied to you ("the Contract Price") during the first Contract Period is shown overleaf. We may vary the Contract Price for subsequent Contract Periods by giving you not less than two months' prior written notice, failing which there will be no change, unless you choose to terminate under clause 8.1.
- 2.2 We may vary the Contract Price during the applicable Contract Period itself to reflect: (a) cost increases or new charges or different charging structures imposed by the Transporter or metering agency; (b) cost increases arising from changes in law, regulation or tax; or (c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect – an example would be meter ownership status.
- 2.3 Gas supplied after termination of this Agreement shall be at the Out of Contract Price.
- 2.4 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 Contract Periods. Any sites which you wish to add during a Contract Period will be the subject of a separate price quote from us.
- 3. Meter Reading and Payment**
- 3.1 You should read the Meter the day before the Start Date, and at least once every six months thereafter. For Supply Points consuming more than 293,000kWh (10,000 therms) per year, you should read the meter monthly. Where Meter reads are not available we will estimate your usage for invoice purposes and reconcile against actual consumption when a Meter read is available. 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.
- 3.2 We will invoice you on a monthly basis for gas supplied. You must pay each invoice in full within 10 days of the date of invoice, (except in the case of a genuine bona fide dispute, in which case any amount not in dispute shall still be paid) failing which we may charge interest at the rate of 4% above the base lending rate of Lloyds TSB Bank plc, as well as make a late payment administration charge of 2% of the amount outstanding or (if greater) £50. Where any amounts are outstanding, we may prevent you transferring to another gas supplier by lodging an objection, notwithstanding your termination rights.
- 3.3 All amounts payable by you are exclusive of Value Added Tax, Climate Change Levy, and any other similar taxes. You are responsible for providing any applicable exemption certificate, failing which and until which time the tax will be charged.
- 3.4 All payments must be made by direct debit unless we agree otherwise in writing. Failure to do so may result in termination of the Agreement or an increase in the Contract Price by 0.2p/kWh.
- 4. Meter Access and Maintenance**
- 4.1 Unless otherwise agreed, we will make arrangements for the provision and maintenance of the Meter Installation, and you will allow us, the Transporter and our respective agents safe access to the Site to install, operate, read, maintain, test, isolate or remove the Meter Installation where necessary and, if requested, you will grant us an easement for this purpose.
- 4.2 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.
- 4.3 Any Meter which is not owned by us or the Transporter must provide data in a form compatible with our and the Transporter's IT systems. Where we own the Meter, we reserve the right to continue to bill you for meter charges following termination of this Agreement until transfer to a new supplier.
- 4.4 You must obtain our prior written consent for any Meter by-pass.
- 5. Safety and Emergencies**
- 5.1 You undertake not to use gas in any way likely to risk any person's health and safety or to risk any damage to property.
- 5.2 Where you believe that there is, has been or may be an escape of gas or that any equipment may be damaged which may result in an escape of gas, you must immediately call the Transporter on 0800 111999, and they will provide any emergency services for which you must allow them access.
- 5.3 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 pipes and apparatus downstream of the Meter, and for meeting any call out costs in connection therewith.
- 5.4 You agree to comply with any instruction from us or the Transporter to discontinue or restrict your offtake of gas where there is a pipeline emergency or where such instruction is given pursuant to obligations imposed on us by law or regulation or under our supplier's licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act 1976.
- 5.5 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 4 and 5 of this Agreement.
- 6. Change of ownership and Site isolation**
- 6.1 You acknowledge that we have given you the benefit of a fixed price in expectation that it would be paid in full for the full Contract Period, and that the Contract Price has been calculated on this basis and we have incurred costs accordingly. However, If you intend to leave the Site during a Contract Period, we will allow you to terminate the Agreement early on the following conditions: (a) you must give us at least one month's 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; (b) you must provide a Meter reading on the date you leave; and (c) we reserve the right to add to the final invoice a one-off cancellation fee equivalent to 3% of the value of the Annual Quantity of gas at the Contract Price for each full calendar month remaining from the date of early termination until the end of the Contract Period.
- 6.2 If during a Contract Period you cease to use gas at any Supply Point, we will still need to charge you for costs incurred by us in relation to the Supply Point for the remainder of the Contract Period, unless you request us to isolate the Supply Point.
- 7. Liability and Force Majeure**
- 7.1 Save under clauses providing for indemnities or payments to be made, neither of us shall be liable (whether in contract or in tort) to the other for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Agreement or from any negligent act or omission hereunder.
- 7.2 If due to any circumstance beyond the reasonable control of either of us 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.
- 7.3 We accept no liability for any loss or damage arising out of any act or omission of the Transporter or its agents in the performance of its obligations, whether or not acting as our agent.
- 7.4 In any event, our liability under this Agreement shall not exceed the value of the Annual Quantity of gas at the then Contract Price.
- 7.5 Nothing in this clause 7 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either of us in respect of death or personal injury.
- 8. Termination**
- 8.1 Either of us may terminate this Agreement with effect from the end of any Contract Period by giving the other at least two months' prior written notice. You will be able to transfer to another supplier provided this has been done and the Contract Period has expired. You should also refer to clause 9.6 below if taking this option.
- 8.2 If you commit a material breach of this Agreement or become insolvent or unable to pay your debts or withdraw your direct debit mandate we may terminate it immediately on written notice to you.
- 8.3 The Agreement will terminate automatically in respect of any Supply Point if we are not permitted to continue to supply gas to it because to do so would infringe the terms of our supplier's licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of that Supply Point.
- 8.4 Termination for any reason is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination.
- 8.5 If we terminate the Agreement under Clause 8.2, in addition to any sums payable under Clause 8.4 you agree to indemnify us against any losses and expenses incurred in respect of such termination, including (without limitation) any losses incurred in disposing of the gas bought to meet your Annual Quantity demand for the outstanding Contract Period.
- 9. General**
- 9.1 Title to and risk in the gas passes to you at the Supply Point.
- 9.2 You consent to personal data about you being stored and processed by us and our affiliated companies for the purposes of credit control, fraud prevention and marketing, and for the normal processing of your account. We may record or monitor telephone calls from or to you for training and/or security purposes.
- 9.3 You may not assign this Agreement without our prior written consent. On prior notice to you, we may assign and transfer our rights and obligations hereunder to any person authorised to supply gas.
- 9.4 You warrant that you have the right to enter into this Agreement, that the supply of gas 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 and accurate. We reserve the right to charge you for any costs incurred as a consequence of inaccurate information (we will use reasonable endeavours to minimise any costs).
- 9.5 The Agreement creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 9.6 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 8.1 or provision of a final read under clause 6.1, the party seeking to rely thereon must be able to provide proof of service 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 please contact us to ensure your notice has been received.
- 9.7 You agree that any information requested by us which is needed for the operation and administration of this Agreement will be accurate and promptly supplied.
- 9.8 We may vary any of the terms of this Agreement to reflect industry changes (other than Contract Price and payment terms) on giving you not less than 2 months' prior written notice.
- 9.9 This Agreement, which is governed by English law, constitutes the entire agreement between us relating to the supply of gas to the Site(s) and supersedes all prior negotiations and representations, written or verbal.