

INTERRUPTIBLE SUPPLY SUPPLEMENTARY TERMS AND CONDITIONS V9.1

These Terms and Conditions shall apply in respect of gas Capacity at a Premises that has or will have an Interruptible Supply on or after 1 October 2011 and are supplementary to the Electricity and Gas General Terms and Conditions for Corporate Customers or the E.ON UK plc Deemed Customer Scheme, as applicable; in the event of conflict these Supplementary Terms and Conditions shall take precedence.

1. Additional Definitions

The definitions in the Agreement or Deemed Contract, as appropriate, shall apply throughout these Supplementary Conditions and the following terms have these meanings:

“Authorised Interrupter”	we or the Network Operator who may require you to interrupt for transportation system management purposes;
“Emergency Interruption Notice”	a notice that Interruption is required at a Premises as soon as practicable without danger to life, given to you by telephone or facsimile by an Authorised Interrupter;
“Exercise Fee”	as defined in Clause 3.1 of these Supplementary Terms and Conditions;
“Failure to Interrupt”	a failure to stop taking gas in accordance with an Interruption Notice or an Emergency Interruption Notice;
“Firm Supply”	a supply of gas to a Premises that, in respect of an Interruptible Period, is not subject to Interruption;
“Gas Day”	the period from 0600 hours UK local time on any day until 0600 hours UK local time on the following day;
“Gas Year”	the period from 0600 hours UK local time 1 October in any year to 0600 hours UK local time 1 October the following year;
“Gas Supply Emergency”	the occurrence of an event or existence of circumstances which have resulted in, or give rise to a significant risk of, a loss of pressure in the gas network or part thereof and which could endanger life;
“Interrupt”, “Interrupted” “Interruption”	the cessation of gas consumption required by the Network Operator for operational purposes in connection with the management of the gas Network;
“Interruptible Period”	a Gas Year or other period of time during which a supply of gas to a Premises is designated an Interruptible Supply by the Network Operator;
“Interruptible Supply”	a supply of gas to a Premises that, in respect of an Interruptible Period and pursuant to acceptance of a tender for interruptible capacity by the Network Operator, may be subject to Interruption;
“Interruption Notice”	a notice that Interruption is required at a Premises at or before the time specified, given to you by telephone or facsimile by an Authorised Interrupter. You will be given at least four hours’ notice of the commencement of an Interruption;
“Option Fee”	as defined in Clause 3.1 of these Supplementary Terms and Conditions..

1. Interruptible Status

- 1.1 Interruptible Supply at a Premises shall be subject to Interruption in accordance with the tender submitted by you and accepted by the Network Operator.

- 1.2 At least six weeks prior to commencement of an Interruptible Period you shall provide us with details of a manned 24 hour telephone contact capability, including one facsimile number, for receipt of Interruption Notices and Emergency Interruption Notices in respect of the relevant Premises. You shall Notify us immediately of any changes to the contact telephone or facsimile numbers.
- 1.3 In the event that the daily Capacity is increased at a Premises pursuant to the Network Operator accepting a tender for Interruptible Supply, such additional capacity shall be a Firm Supply, except where it is subsequently designated an Interruptible Supply subsequent to acceptance of a tender by the Network Operator.
- 1.4 In the event that the daily Capacity is reduced at a Premises subsequent to the Transporter accepting a tender for Interruptible Supply, the terms of Clause 1.6 shall apply.
- 1.5 Subject to the approval of the Network Operator, you may request that all or part of an Interruptible Supply at a Premises be re-designated a Firm Supply at any time. Where such request is in respect of part of your Interruptible Supply at the Premises, the terms of Clause 1.6 shall apply.
- 1.6 Where a reduction in Interruptible Supply is required in accordance with Clauses 1.4 or 1.5, the Network Operator shall determine the overall annual interruption price for each Interruptible tranche at the Premises and reduce the capacity of the most expensive tranche(s) until the total capacity reduction is accounted for. In the event that any tranche amount left is lower than the minimum tranche volume allowed by the Network Operator, that tranche amount shall be designated a Firm Supply.
- 1.7 In the event that the annual Capacity at the Premises is reduced to less than 5,860,000kWh the Network Operator may give two Months' notice that any Interruptible Supply at that Premises be re-designated a Firm Supply.
- 1.8 From time to time, in respect of any Premises with an Interruptible Supply, you may be required to provide the Network Operator with your best estimate of gas consumption:
- a. at different times of day; and
 - b. at weekends; and
 - c. details of any holiday periods or planned shutdowns;
- for the remainder of the current Interruptible Period and/or for the next Interruptible Period. If you fail to provide this information when requested, the Network Operator may suspend payment of any Option Fees due to you as detailed in Clause 3.1 until such information is provided. In addition the Network Operator reserves the right to redesignate any Interruptible Supply at the relevant Premises a Firm Supply.

2. Interruption Requirements

2.1 You shall comply with any Interruption Notice or Emergency Interruption Notice sent by an Authorised Interrupter and shall not resume taking gas until notified to do so by an Authorised Interrupter.

2.2 During a period of Interruption, gas taken from the Network at the Premises must not exceed:

- a. an hourly rate of:

$$HC \times (DC - IC) / DC$$

and;

- b. a daily rate of:

$$(DC - IC) \times H / 24$$

where:

HC = hourly Capacity

DC = daily Capacity

IC = aggregate amount of capacity (in kWh/Gas Day) subject to Interruption

H = the period of time (in hours) on the day of Interruption during which the Premises was subject to Interruption

2.3 During an Interruption you shall not use a Firm Supply as a substitute for an Interruptible Supply.

- 2.4 Any period or periods of Interruption on any Gas Day at a Premises shall be deemed one day of Interruption.
- 2.5 Any Interruption by us or the Network Operator:
- a. pursuant to Clause 3.2 of the Agreement or Clause 2.5 of the Deemed Contract, as appropriate; or
 - b. pursuant to an Emergency Interruption Notice; or
 - c. for the purposes of testing interruptible capability;
- shall not count as a day of Interruption for the purposes of these Supplementary Terms and Conditions.
- 3. Fees**
- 3.1 We shall pass through to you any fees or charges received by us from the Network Operator in relation to Interruption availability (the “**Option Fee**”), Interruption (the “**Exercise Fee**”) or Failure to Interrupt at your Premises. Fees will be offset against any payments due from you. In the event that this results in your supply invoice being in credit we shall hold that amount on your account and offset it against future invoices.
- 3.2 For the avoidance of doubt, where there is more than one period of Interruption in any one Gas Day, only one Exercise Fee shall be payable.
- 4. Failure to Interrupt**
- 4.1 In the event of a Failure to Interrupt;
- a. the Premises may be Isolated and you shall be liable for any costs including re-establishment; and
 - b. no Exercise Fee will be paid; and
 - c. except where the Failure to Interrupt resulted from Force Majeure, substantial charges will be levied on us by the Network Operator and you shall reimburse us for all costs incurred.
- 4.2 For the purposes of these supplementary Terms and Conditions the following shall not constitute Force Majeure:
- a. if your 24-hour contact capability fails for any reason and you cannot be contacted by the Authorised Interrupter;
 - b. if there is no alternative facility for your plant or machinery to operate.
- 5. Gas Supply Emergencies**
- 5.1 In the event of a Gas Supply Emergency or a potential Gas Supply Emergency, Premises with an Interruptible Supply will be instructed to stop taking gas completely and the normal four-hour notice will be waived. If you receive an Emergency Interruption Notice you shall turn off all gas equipment and appliances at the Premises, whether supplied as an Interruptible Supply or as a Firm Supply, as soon as practicable without danger to life.
- 5.2 In the event of a Failure to Interrupt pursuant to issue of an Emergency Interruption Notice:
- a. the Premises may be Isolated and you shall be liable for any costs including re-establishment; and
 - b. you may be liable to prosecution under health and safety legislation.