



## **E.ON UK plc DEEMED CUSTOMER SCHEME MADE PURSUANT TO SCHEDULE 2B OF THE GAS ACT 1986**

This scheme (the "Scheme") is made by E.ON UK plc, Westwood Way, Westwood Business Park, Coventry CV4 8LG in accordance with paragraph 8 of Schedule 2B of the Gas Act 1986 (the "Act")

### **Whereas:**

The Act provides for customers supplied with gas by E.ON UK plc, otherwise than in pursuance of a contract, to be deemed to have contracted with E.ON UK plc at those Premises. A purpose of the Act is to secure the legal continuity of natural gas supply for those customers.

**Now therefore**, E.ON UK plc hereby makes the following scheme for such purposes.

This Scheme comes into effect on 01 December 2018 and supersedes all previous such schemes made by E.ON UK plc. The Terms and Conditions of this scheme are set out below.

### **1. Commencement and duration**

- 1.1 We agree to make a supply of natural gas available to you in accordance with the Act and these terms and conditions, as amended from time to time.
- 1.2 This Deemed Contract starts on the date we commence supply to you at the Premises and continues until:
  - a. the Parties have entered into an agreement for supply to the Premises; or
  - b. all Meter Points at the Premises have been permanently Isolated; or
  - c. all Meter Points at the Premises have been Registered to a new supplier; or
  - d. responsibility for the supply is assumed by a new owner or occupier of the Premises; or
  - e. a Supplier of Last Resort is appointed to the Premises.
- 1.3 A Meter Point ceasing to be a part of the Deemed Contract does not affect the validity of this Deemed Contract in relation to the remaining Meter Points(s).

### **2. Supply**

- 2.1 If, at any time during this Deemed Contract, we have a concern about your ability to pay for the supply or you fail to make any payment in accordance with these Terms and Conditions, we may:
  - a. demand immediate payment of all overdue invoice(s) (where invoices are disputed Clause 4.9 shall apply); and/or
  - b. demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or
  - c. require a security deposit and/or other form of security.

Failure to meet any of the above conditions in this Clause 2.1 may result in Isolation your supply and you shall continue to be responsible for any relevant Charges and also for the cost of the Isolation and any subsequent re-establishment of supply.



- 2.1.1 We may, at any during this Deemed Contract, request and/or obtain Trade Credit Insurance. Where applicable, we shall share your account information with a Trade Credit Insurer in accordance with our Privacy Notice.
- 2.2 We shall appoint Agents of our choice to perform the Agent Services for all Meter Points. You shall be responsible for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment.
- 2.3 Where you have an agreement with a third party for the provision of metering or services you shall ensure that they operate at all times in accordance with Good Industry Practice, relevant legislation and industry Codes of Practice. You shall be responsible for all costs incurred by us in relation to the metering or service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party equipment.
- 2.4 The characteristics of gas supplied to you are managed by your Network Operator and as such we have no control over the quality of such gas. We can provide you with contact details for your Network Operator on request.
- 2.5 Your supply may be temporarily or permanently Isolated or you may be directed to stop using gas for the following reasons:
- to avoid danger or as a result of an emergency or potential emergency; or
  - to enable maintenance or repair work to be carried out; or
  - in accordance with the Act or any industry agreements we have necessarily entered into in order to supply gas and/or any Industry Codes; or
  - where Premises are supplied on an Interruptible basis as determined under industry regulations and/or any Industry Codes o;
  - where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency; or
  - otherwise in accordance with these Terms and Conditions and/or any documents referenced herein.
- 2.6 You shall provide us with Emergency Contact Details as required in accordance with the Uniform Network Code, and you shall Notify us immediately of any changes to the Emergency Contact Details. You agree to cooperate with any exercises carried out by us or the Network Operator to update Emergency Contact Details or test gas emergency procedures.
- 2.7 Except where the meter is owned by the Network Operator or us you shall be the Gas Act Owner and will, at your own expense, keep the meter in proper order for correctly registering the quantity of gas in accordance with the Act. Failure to meet your responsibilities may result in Isolation of the supply by the Network Operator or us.
- 2.8 We shall always appoint a Meter Reader of our choice and unless otherwise agreed with you in Writing, a Meter Asset Manager of our choice. If a Meter Asset Manager of your choice is appointed at a meter you shall be the Gas Act Owner in respect of that meter.

### **3. Your rights and obligations**

- 3.1 You shall not exceed the Capacity agreed with the relevant Network Operator. If you exceed such Capacity we shall pass through to you any additional costs imposed on us by your Network Operator.



- 3.2 You shall give us as much notice as possible if you require a change to your Capacity and we shall use reasonable endeavours to meet your requirements. Any additional costs will be passed through to you.
- 3.3 If Capacity at any of the Premises is currently or will be Interruptible at a future date you shall provide us with any details we require in relation to such Interruptible Capacity. Premises with Interruptible Capacity are subject to our Supplementary Terms and Conditions for an Interruptible Supply of Gas in addition to these Terms and Conditions, a copy of which is available at [eonenergy.com](http://eonenergy.com) or from us at our Notice Address.
- 3.4 We may vary the charges or otherwise pass through additional costs incurred by us where you substitute natural gas with an alternative fuel other than:
- during periods of supply interruption as part of an Interruptible capacity agreement with your Network Operator; or
  - where your supply has been temporarily Isolated in accordance with an instruction by your Network Operator for emergency or safety reasons or for reasons of maintenance or repair to the Network, in accordance with industry regulations; or
  - where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency; or
  - by prior agreement with us.
- 3.5 You shall not remove or replace any meter that is part of a Sub Deduct Arrangement without our Written agreement.
- 3.6 Where relevant you shall send completed Supplier Certificates to us at the Notice Address to be received at least five (5) Working Days prior to their period of application. Supplier Certificates can only be backdated in accordance with government or HMRC guidelines. You acknowledge that we accept no liability in respect of Supplier Certificates received after such date.
- 3.7 Where you cease to be the owner or occupier of a Premises you agree to give us as much Notice as possible and to provide us with your new address and the details of the new owner or occupier of the Premises. You accept that you shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or occupier or the supply is permanently Isolated by us or the Network Operator.
- 3.8 You may request Isolation of any Meter Point at any time. You shall be liable for all costs reasonably associated with such Isolation and, where required, any subsequent re-establishment of supply to the relevant Meter Point. Where such Isolation is by way of permanent disconnection this Deemed Contract shall terminate in respect of that Meter Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place.
- 3.9 Where you are, subject to REMIT you are required to Notify us of this as soon as practicable. If at any point after this Deemed Contract starts you become subject to REMIT you must Notify us of this as soon as possible.
- 3.10 Where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency, we agree to pay you (as soon as reasonably practicable) a DSR payment provided that we receive the payment applicable to you from the relevant Gas Transporter.



3.11 You, or any Agent appointed by you, shall not, by any act or omission, cause us to be in breach of any legal or regulatory obligation.

3.12 Letters of Authority

3.12.1 Where you provide a third party with a valid Letter of Authority ('LOA'), if that letter is in a form and substance acceptable to us, we shall provide the beneficiary of such LOA with the information specified upon their request.

If you wish to terminate the LOA you must notify us immediately. If you have provided a third party with an LOA, in the circumstances where we also have an agreement with such third party and we terminate such an Agreement we may not provide the third party with any further information relating to this Deemed Contract, your energy account or payment history. We may contact you to confirm the validity of a LOA. Where we are unable to confirm this with you, you agree that we may, at our sole discretion, be unable to accept the LOA provided by the third party.

#### **4. Charges and payment**

4.1 For each billing period you are liable to pay for all gas supplied to the Premises and any other amounts due under this Deemed Contract.

4.2 Gas will be charged at the applicable Deemed Contract Rate detailed in the Price Schedule as amended from time to time. Other charges will include any third party charges reasonably incurred by us on your behalf and any tax (including VAT), levy, duty or other impositions in accordance with legislation, industry agreements and/or Industry Codes.

4.2.1 You acknowledge that all Charges are exclusive of VAT, which shall be charged to you at the prevailing rate. VAT is charged at the standard rate on the full value of our supply of energy unless you complete a valid VAT declaration, which has been accepted by us, or your average daily consumption falls below the figures set by HMRC. We do not accept VAT declaration forms signed by a third party intermediary even if these is a valid Letter of Authority. Where we discover an error made on any invoice we may submit a revised invoice when accurate information is available.

4.3 You shall be responsible for the payment of all Charges relating to gas supplied to the Meter Points. Charges may apply even where gas is not being consumed at the Premises.

4.4 Where the Premises are subject to an arrangement under the Green Deal, we will include in your invoice the Green Deal Charges and collect these on behalf of the Green Deal Provider for the duration of your Deemed Contract with us, or until you cease to be responsible for making payments in respect of the relevant arrangements under the Green Deal. For the avoidance of doubt, your Green Deal Charges will not be shown in the Price Schedule.

4.4.1 In the event that this Deemed Contract is terminated for any reason you shall remain liable for all Green Deal Charges from the date the Deemed Contract began until the date this Deemed Contract is terminated. If, after this Deemed Contract has ended, you remain the Green Deal Bill Payer you shall remain liable for the Green Deal Charges.

4.5 You agree to pay our invoices by providing cleared funds within 14 days of the date of the invoices.



Any payments made by you shall be apportioned fairly (pro rata) between the Charges and the Green Deal Charges, where applicable.

- 4.6 Payments by credit card may only be made at our discretion and any such payment shall not affect your agreed payment terms as shown in this Deemed Contract.
- 4.7 During this Deemed Contract an Agent may read your meter. If an Agent's meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading or our reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable and set-off or added to any future invoice (as applicable). In the event that we notice an error made by us on any invoice we may recalculate that invoice or issue a new invoice.
- 4.8 We shall charge you interest in respect of any amount remaining unpaid by you after the due date at the Bank of England Base Rate+ 8%. In addition we shall charge you up to £100 as compensation for costs incurred by us as a result of such late payment.
- 4.9 If you reasonably dispute any amount invoiced by us you shall Notify us at least five (5) days before the amount is due for payment and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute:
- a. you shall pay the undisputed part of the invoice in accordance with Clause 4.5. After an agreement is reached or any proceedings in relation to this dispute are determined, any amount payable shall be paid within seven (7) Working Days together with interest accrued in respect of the amount in accordance with Clause 4.8.
  - b. in the event that you are unable to pay the undisputed part of an invoice in accordance with paragraph a. above you shall pay the full amount of the invoice in accordance with Clause 4.5. After resolution or determination any money owing to you will be credited to your account. We may at our sole discretion credit your account with interest calculated from the date payment was received from you at Barclays Business Premium Bank Rate from time to time.
- 4.10 Where we issue an invoice in accordance with the Terms and Conditions for Charges related to your energy consumption for a period that has either not been billed or billed inaccurately, and we identify you as a Micro Business Consumer, we shall comply with the Back Billing Rules.
- 4.11 You may not deduct or set off any payments to be made under this Deemed Contract against any amounts due from us, except where we have issued a credit to you. We may set off any amounts due from you, or owing to you, against any amounts due under any other agreement between us.

## **5. Metering**

- 5.1 The Metering Equipment must at all times comply with the Act and be appropriate to supply all apparatus connected to it. In the event that we become aware that any part of the Metering Equipment is not suitable, we may arrange for installation, maintenance or replacement of the Metering Equipment and you shall pay the costs incurred by us in doing so.



- 5.2 Where it is a condition of our Supply Licence that Automated Meter Reading Equipment is installed in respect of a Meter Point, you shall cooperate with us and our Agent to enable us to meet our obligations under our Supply Licence. If we or our Agent visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.
- 5.3 You shall Notify us as soon as practicable where changes are made to any Meter Point or Metering Equipment.
- 5.4 You shall provide us and the relevant Agents with safe and reasonable access to the Meter Points and/or Metering Equipment at all times. You shall not obstruct access to a Meter Point and/or Metering Equipment at any time and you shall ensure that, where access to a Meter Point and/or Metering Equipment requires a key, accompaniment by you or your representative or any other form of assistance, access to the Meter Point and/or Metering Equipment shall not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Meter Point and/or Metering Equipment at any time we may Notify you of the situation and, if it is not rectified to our satisfaction within ten (10) Working Days of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.
- 5.5 The Metering Equipment shall be deemed to be accurate and fit for purpose unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, the Metering Equipment shall be examined in accordance with the Act as soon as practicable. Except where the Meter Asset Manager is chosen and appointed by us, you shall be responsible for all costs incurred as a result of such examination if the meter is found to register inaccurately beyond that permitted under the Act. If the meter is found to register accurately then the cost of such examination shall be paid by the Party issuing the Notification under this Clause 5.5.
- 5.6 You shall Notify us as soon as reasonably practicable if you believe there has been damage to or interference with the Metering Equipment 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 Metering Equipment or communication equipment or interrupt a communication signal we may immediately Isolate the relevant Meter Point or, at our option, all Meter Points and you shall indemnify us for all costs reasonably incurred by us as a result of such damage interference and/or Isolation.

## **6. Termination**

- 6.1 If you attempt to change supplier of gas for a Meter Point we may prevent an alternative supplier from Registering a Meter Point:
- a. if an alternative supplier attempts to Register a Meter Point in error; and/or
  - b. where Registration of a Meter Point would be in breach of industry regulations and/or Industry Codes; and/or
  - c. if an alternative supplier attempts to Register a Meter Point and you have requested that we prevent such Registration.
- 6.2 We may immediately terminate this Deemed Contract and, except where prohibited under the terms of our supply licence, Isolate your supply if:
- a. you commence negotiations with all or any class of your creditors with a view to



- rescheduling any of your debts, or makes a proposal for or enters into any compromise or arrangement with your creditors (other than for the sole purpose of a scheme for a solvent amalgamation of you with one (1) or more companies or the solvent reconstruction of you);
- b. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you (other than for the sole purpose of a scheme for a solvent amalgamation of you with one (1) or more companies or the solvent reconstruction of you);
  - c. an application is made to court, or an order is made, for the appointment of an administrator over you, or if a notice of intention to appoint an administrator over you is given or if an administrator is appointed over you;
  - d. the holder of a qualifying floating charge over the assets of you has become entitled to appoint or has appointed an administrative receiver over you;
  - e. a person becomes entitled to appoint a receiver over the assets of you or a receiver is appointed over the assets of you; or
  - f. you are in Material Breach of this Deemed Contract and, if it is capable of remedy, it is not remedied to the reasonable satisfaction of us within ten (10) Working Days of serving Notice;
  - g. you are unable to pay your debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986 but without needing to prove this to the satisfaction of the court) or you cease or threaten to cease to pay your debts as they fall due; or
  - h. you cease to be a party to or are in Material Breach of your obligations under the Network Operator's terms of connection; or
  - i. any of your management have been involved in a business which has vacated or ceased trading at any of the Premises or at your registered address with overdue energy payments outstanding to us under a separate agreement; or
  - j. a Supplier of Last Resort is appointed to the Premises.
- 6.3 If any sum remains unpaid after the due date for payment we may Isolate your supply. You shall continue to be responsible for any relevant Charges and also for any costs reasonably incurred by us in relation to such Isolation and any subsequent re-establishment of supply.
- 6.4 Where you arrange to transfer to an alternative supplier, subject to the provisions of Clause 6.1 we will take all reasonable steps to complete the customer transfer process within twenty-one (21) days from the date the alternative supplier Registers the Meter Point. We shall have no liability where Registration to an alternative supplier is delayed due to circumstances beyond our control.
- 6.5 Subject to Clause 4.2.1, your final invoice shall be based on the closing meter read or, where appropriate, the conditions in Clause 4.7 shall apply. Where a Meter Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by us in the performance of this Deemed Contract.
- 6.6 We may Isolate any Meter Point where no gas is used for a consecutive period of six (6) Months and the Network Operator may remove the means of supply from an Isolated Meter Point which is not re-established within twelve (12) Months of such Isolation. You shall be liable for all costs reasonably associated with such Isolation or removal.
- 6.7 The provisions of Clauses 4.2.1, 4.3, 4.10, 4.11, 6.5, 7, 8 and 9 shall survive termination of this



Agreement.

- 6.8 Termination of this Deemed Contract shall not affect any rights or obligations which may have accrued prior to the date of termination.

## **7. Liabilities and Force Majeure**

- 7.1 Any information provided by us is for the purpose of this Deemed Contract only and is provided on the condition that you warrant you will not use any such information for any other purpose.
- 7.2 Nothing in this Deemed Contract shall exclude liability for death, personal injury or fraud resulting from the negligence of a Party. Each Party shall only be liable = to the other for physical damage to property which was reasonably foreseeable, at the time of entry into this Deemed Contract, as a likely result of a breach.
- 7.3 Except in the respect of your liability to pay the Charges, each Party's total liability to the other shall not exceed, six (6) times the average monthly payment due from you for the affected Premises or £1,000,000, whichever is the lesser.
- 7.4 Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.
- 7.5 Neither Party shall be liable to the other for failure to fulfil their obligations under this Deemed Contract to the extent that the performance of the affected Party is prevented due to Force Majeure. The affected Party shall notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued to the other Party immediately when the circumstances of Force Majeure end.
- 7.6 We shall not be responsible for, nor shall we have any liability to you whatsoever for any losses, costs expenses or additional charges caused by the acts or omissions of any third party, including but not limited to any Agent.

## **8. Miscellaneous**

- 8.1 This Deemed Contract shall be governed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine disputes arising out of or in connection with this Deemed Contract (including any non-contractual obligations).
- 8.2 The Terms and Conditions of this Deemed Contract also apply where we act as agent of any of our group of companies and references to 'we', 'us', or 'our' shall include those other companies where appropriate.
- 8.3 Neither Party shall disclose information relating to this Deemed Contract without prior Written consent from the other Party, except to comply with any relevant law or regulation or any request or direction from any Authority. We may:
- a. disclose any information relating to you to allow us to perform our obligations under this Deemed Contract; and





- b. share information about your account and payment history with credit agencies and other third parties; and
  - c. share information relating to you with third parties or any of our group of companies, who we have identified as being able to provide energy related services to you; and
  - d. disclose information to third parties contracted by us to recover sums due to us and/or perform services on our behalf under this Deemed Contract; and
  - e. share your information with other organisations for the detection and prevention of crime.; and
  - f. share your information with the organisation which communicates securely with smart meters and shares information from smart meters with customers' energy suppliers and other authorised organisations; and
  - g. share your information with third parties carrying out market research and/or performance monitoring services for us.
- 8.4 If you provide any Personal Data to us under this Deemed Contract E.ON UK plc will be the Data Controller Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 0DR. We will process your personal data in accordance with our Privacy Notice, as amended from time to time, which can be found at [www.eonenergy.com/privacy](http://www.eonenergy.com/privacy) or by contacting us to request a paper copy.
- 8.4.1 You have a number of rights relating to the access to, and control of your data. These are also set out in our Privacy Notice.
- 8.5 You shall not transfer or assign any rights or obligations under this Deemed Contract. We may transfer or assign any or all of our rights or obligations under this Deemed Contract without your consent.
- 8.76 No failure to exercise, nor delay in exercising, by us of any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy. Rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law and may be waived only by each Party in Writing and specifically.
- 8.7 If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of this Deemed Contract shall continue in full force and effect.
- 8.8 Any Notice to be given under this Deemed Contract shall be in Writing and delivered by hand or sent by email, recorded delivery or registered letter to the Notice Address.
- 8.9 Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Deemed Contract or at law. The Deemed Contract shall apply during the dispute resolution process.
- 8.10 Any person who is not a Party to this Deemed Contract shall not acquire or have any rights under this Deemed Contract whether by virtue of the Contracts (Rights of Third Parties) Act 1999, a jus quaesitum tertio or otherwise.
- 8.11 Any data or information collected in connection with the performance of this Deemed Contract may be retained by both Parties for at least six (6) years following the End Date for



audit purposes.

8.12 Internet communications are not always secure and we do not accept legal responsibility for any message sent electronically. You are responsible for verifying its authenticity before acting on the contents. Where we send electronic communication to you we cannot guarantee that they are virus-free and we do not take responsibility for virus checking.

## 9. Interpretation and definitions

9.1 Where applicable, references to the singular include references to the plural and vice versa words denoting persons shall include bodies corporate and unincorporated associations of persons and, unless otherwise stated, shall include successors or assigns of such persons. Headings are inserted for convenience only.

9.2 References to any statute, statutory provision, statutory instrument, regulation or code include any amendments, extensions and re-enactments.

9.3 In this Deemed Contract the following terms have these meanings:

<b>"Act"</b>	the Gas Act 1986 as amended;
<b>"Affiliate"</b>	the holding company of or subsidiary company of a Party or any company which is a subsidiary company of any subsidiary of such holding company. For the purpose of this definition the expressions "holding company" and "subsidiary" shall have the meaning given to them in Section 1159 of the Companies Act 2006;
<b>"Agent"</b>	a meter asset provider or maintainer, meter reader, the gas Network Operators' agent or an agent appointed by us to provide Automated Meter Reading Equipment services;
<b>"Agent Service"</b>	a service provided by an Agent;
<b>"Authority"</b>	the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem) or the Competition Markets Authority (CMA);
<b>"Automated Meter Reading Equipment"</b>	metering equipment that provides Agents with the ability to obtain details of your consumption remotely on an hourly basis;
<b>Barclays Business Premium Bank Rate"</b>	as published on the Barclays website from time to time;
<b>"Back Billing Rules"</b>	the process by which we recover charges, for a Micro Business Consumer, for a period not billed



or billed inaccurately and which is governed by either:

1. the "Energy UK Voluntary Standards for back billing of microbusiness energy customers"; or
2. if applicable, the Supply Licence conditions concerning back billing under which we will only invoice or recover charges for energy consumed or Charges accrued within:
  - a. a period not greater than 12 Months prior to the date of the invoice; or
  - b. a period greater than 12 Months prior to the date of the invoice where:
    - i. as a result of any obstructive or unreasonable behaviour by you we are unable to produce an accurate invoice for the energy consumed; or
    - ii. Ofgem issue direction or guidance that does not prevent us from recovering Charges for a period greater than 12 Months.

The restriction in 2a above does not prevent us seeking repayment of an invoice which was produced in accordance with the Supply Licence conditions concerning back billing but remains unpaid after 12 Months.

**"Capacity"**

the total amount of gas you may consume at a Meter Point in any given period as agreed with the relevant Network Operator, known as your Formula Year Daily Quantity (FYSOQ) or Supply Meter Point Daily Quantity (SMPSOQ);

**"Charges"**

the charges calculated in accordance with the Deemed Contract Rates and any other charges and expenses set out in the Terms and Conditions or otherwise applied under this Deemed Contract;

**"Climate Change Levy"**

is a tax referred to in Schedule 6 of the Finance Act 2000, levied on electricity used by businesses;



<b>"Data Controller"</b>	as defined in the GDPR;
<b>"Deemed Contract"</b>	these Terms and Conditions, including the Price Schedule, as amended from time to time, which are deemed to apply where we supply you with natural gas other than in accordance with a valid supply agreement;
<b>"Deemed Contract Rates"</b>	as shown in the Price Schedule;
<b>"Direct Debit"</b>	a preauthorised payment under which you authorise your bank to pay a fixed and/or a variable amount of money directly to us at regular intervals;
<b>"DSR Payment"</b>	a payment made by us to you for the provision of emergency steps to reduce or discontinue the offtake of gas by a Gas Transporter (demand side response) due to a Gas Deficit Emergency in accordance with the Transportation Principal Document Section Q of the Uniform Network Code;
<b>"Emergency Contact Details"</b>	details of Emergency Contacts who, between them, are available twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year to arrange for the site to stop taking gas where so directed by us or your Network Operator in order to avert or diminish the effect of a gas supply emergency;
<b>"Emergency Contacts"</b>	where Premises are not manned twenty-four (24) hours a day, three (3) contact names and/or job titles each with up to three (3) telephone numbers. If a site is manned twenty-four (24) hours a day, only one (1) Emergency Contact need be provided. Sites with an AQ of >1,464,000kWh must also provide one (1) fax number; this need not be manned constantly but must be capable of receiving faxes twenty-four (24) hours a day;
<b>"Firm Load Shedding"</b>	the reduction or discontinuance of gas at a Meter Point as defined in the Uniform Network Code;
<b>"Force Majeure"</b>	an act of God, industrial action (except where solely restricted to employees of the Party claiming a force majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil



commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint and any other cause which is beyond the reasonable control of the affected Party;

**"Formula Year Annual Quantity"; "FYAQ"**

forecast energy consumption for an annual period, calculated by the relevant Network Operator, used for the calculation of distribution and transportation charges for the current charging year;

**"Formula Year Daily Quantity"; "FYSOQ"**

the total amount of gas you may consume at a Meter Point in any given Gas Day, as calculated by or agreed with the relevant Network Operator, used for the calculation of distribution and transportation charges for the current charging year;

**"Gas Act Owner"**

as defined in the Uniform Network Code;

**"Gas Day"**

as defined in the Uniform Network Code;

**"Gas Deficit Emergency"**

a network gas supply emergency as defined in the Uniform Network Code;

**"Gas Shipper"**

as defined in the Uniform Network Code;

**"Gas Transporter"**

as defined in the Uniform Network Code;

**"GDPR"**

the EU General Data Protection Regulation (Regulation (EU) 2016/679), as amended;

**"Good Industry Practice"**

the exercise by an Agent of such skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a prudent Agent, engaged in the same type of business, under the same or similar conditions;

**"Green Deal"**

a government scheme to allow for energy savings improvements paid for through the energy bills for the relevant Premises in accordance with Chapter 1 of Part 1 of the Energy Act (2011);

**"Green Deal Bill Payer"**

the party who is responsible for paying the energy bills for the Premises subject to an arrangement under the Green Deal;

**"Green Deal Charges"**

a payment required by you in respect to an arrangement under the Green Deal;



<b>"Green Deal Provider"</b>	an accredited company to provide the installation and financing of energy efficiency improvements under the Green Deal;
<b>"HMRC"</b>	means HM Revenue and Customs;
<b>"Industry Codes"</b>	any set of licences, industry codes and standards, including but not limited to guidance or advice notes, technical guidance notes, guidelines, regulations, codes of practice, or determinations made, issued or approved by BEIS, the Authority or a government body that govern, regulate or are applicable to the energy industry, Supply Licences or to this Deemed Contract, including those expressly referred to in this Deemed Contract;
<b>"Interruptible"</b>	gas offtake that may be subject to interruption by a Network Operator for purposes in connection with the management of its pipeline system;
<b>"Isolate"; "Isolated"; "Isolation"</b>	where no gas can flow directly or indirectly from a Network;
<b>"Letter of Authority" "LOA"</b>	a letter, issued and signed by you, that authorises a third party to act on your behalf regarding your gas account, this Deemed Contract, or any other agreements you may have in respect of the supply of energy;
<b>"Material Breach"</b>	a breach serious enough to destroy the value of the contract and give basis for an action for breach of contract;
<b>"Meter Asset Manager"</b>	appointed to provide, install, maintain or administer the Metering Equipment;
<b>"Meter Point"</b>	the point at which gas is metered prior to supply to your Premises and at which title and risk in that gas passes to you. There may be more than one (1) Meter Point at each Premises;
<b>"Meter Reader"</b>	a person appointed to provide data retrieval and/or data processing service;
<b>"Metering Equipment"</b>	any equipment, which whether directly or indirectly, has an effect in the recording of consumption at a singular Meter Point (giving the ability to use such information in billing and settlement);



**"Micro Business Consumer"**

an energy consumer who:

- a. has an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or
- b. has fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 million;

**"Month" "Monthly"**

a calendar Month;

**"Network"**

the local gas distribution network,

**"Network Operator"**

in respect of a Meter Point, the operator of the local Network;

**"Notice"; "Notification"; "Notified"; "Notify"**

where information is required by either Party it shall be sent to that Party's Notice Address in accordance with Clause 8.8;

**"Notice Address"**

for notices from us to you, your registered office address or any replacement address designated by you or any email address you or any email address you provide to us; for notices from you to us, the address contained in our most recent correspondence to you;

**"Party"**

either you or us, and Parties means you and us;

**"Personal Data"**

as defined in the GDPR;

**"Premises"**

the site at which a Meter Point supplied by us under this Deemed Contract is located;

**"Price Schedule"**

the price schedule shown below;

**"Privacy Notice"**

Our privacy notice sets out:

- a. where we might get data about you from;
- b. why we need it;
- c. what we might do with the data (including who we might share it with);
- d. the circumstances in which your data might be transferred abroad; and
- e. how long we keep it for;



<b>"Process" "Processed"</b>	as defined in the GDPR;
<b>"Register"; "Registered"; "Registration"</b>	registration of the Meter Points to a particular licenced supplier of gas in accordance with industry regulations;
<b>"REMIT"</b>	means the EU regulation on energy market integrity and transparency (No 1227/2011) as amended from time to time;
<b>"Sub Deduct Arrangement"</b>	an arrangement of pipes and meters which allows for gas to be conveyed to other Premises downstream for purposes of supply and which is recognised as such by the Network Operator;
<b>"Supplier Certificate"</b>	the certificates, available from HMRC or the government representing the percentage of supply eligible for relief from taxes, duties or third party charges including but not limited to the Climate Change Levy Supplier Certificates (PP11) representing the percentage change of supply eligible for relief from Climate Change Levy;
<b>"Supplier of Last Resort"</b>	a licenced supplier appointed by the Authority in the event of an insolvency of another supplier under the Energy Act 2011;
<b>"Supply Licence"</b>	a licence granted to us under the Act to supply natural gas to end users;
<b>"Terms and Conditions"</b>	means these terms and conditions relating to the supply of gas to you, as varied from time to time;
<b>Trade Credit Insurance"</b>	an insurance policy and risk management product that assists in the management and mitigation of risk to us. The insurance policy is an agreement made between us and the Trade Credit Insurer;
<b>"Trade Credit Insurer"</b>	the legal entity that has provided the Trade Credit Insurance;
<b>"Uniform Network Code"</b>	the code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found at <a href="http://gasgovernance.co.uk">gasgovernance.co.uk</a>
<b>"us"; "we"; "our"</b>	E.ON UK plc;





**"VAT"**

means value added tax;

**"Working Day"**

any day other than a Saturday, Sunday, Christmas Day, Good Friday or bank holiday in England and Wales;

**"Writing"; "Written"**

includes writing sent or received by electronic communication;

**"you"; "your"**

the owner or occupier of the Premises to which this Deemed Contract relates.



## Price Schedule

### Gas Deemed Rates

Effective from 01 December 2018

All prices exclude VAT and Climate Change Levy

Volume (kWh)	Standing Charge	Unit Rate (p/kWh)
0 – 73,200	200 pence	5.60
73,201 – 732,000	690 pence	5.55
732,001 – 5,860,000	2,910 pence	5.29
> 5,860,000	18,310 pence	5.15