

Corona Energy Gas Supply Agreement



Contract reference: 40701907
Customer reference: 141992_290

Particulars of Contract

Customer name & address	Vector Aerospace International Limited Fleetlands, Fareham Road, Gosport, Hampshire, PO13 0AA (<i>company registration number 6404274</i>)
Customer contact details	Tel: +1-204-318-7315 ,Email: Shannon.Kane@StandardAero.com
Invoice Address	Please refer to Schedule A
Supply Point name and address	Please refer to Schedule A
Meter Point Reference(s)	Please refer to Schedule A
Payment method and terms	Payment will be made by Direct Debit 30 days from the date of the invoice
Contract Duration	Start Date: 01/10/2024 End Date: 01/10/2026
Annual Quantity	13,839,012 kWh
Contract Price	Please refer to Schedule A
Supplier	Corona Energy Retail 4 Limited
Special Terms	<p>The cost of Transportation and Metering is fixed for the duration of the Contract Period and the words 'to reflect cost increases imposed by or on behalf of the Transporter or metering agency in clause 2.1 a)' will not apply during the Contract Period except that and for the avoidance of doubt, the Supplier may during the Contract Period revise the Contract Price to reflect changes in charging methodology imposed by or on behalf of the Transporter or metering agency pursuant to clause 2.1 a).</p> <p>This contract includes a TPI Fee of 0.2045 ppkwh</p>
Third Party Information	<p>The Third Party Intermediary (TPI) is POWER KIOSK.</p> <p>The estimated TPI fee payable by us to the TPI for the duration of your contract with us, based on your total estimated contractual consumption is £56,601.56.</p> <p>The value of that TPI fee is included in your agreed contract price.</p>

The customer agrees to accept the Corona Energy Terms and Conditions of Supply, version Major Fixed

Signed on behalf of the Customer	Name: Shannon Kane Position: VP, Finance
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Date: November 1, 2023

Signature:

A handwritten signature in blue ink, appearing to read 'J. Lane', written over a horizontal line.

Signed on behalf of the
Supplier

Name:

Position:

Date:

Signature:

Your account manager is Jamie Maksimovic. Telephone contact number .
Please email back the completed form to your Account Manager.

Schedule A (Supply Point details)

Contract Reference: 40701907

Supply Point name & address	Invoice address	MPR (Meter Point Reference)	Annual Quantity (kWh)	Contract Price (p/kWh)	Daily Charge (£/day)	Start Date	End Date
- Main Street Almondbank Perth PH1 3NQ GB	Fareham Road 0 Fleetlands PO130AA Gosport	8812889708	29,969	7.1478	31.46	1/10/2024	1/10/2026
- Main Street Almondbank Perth PH1 3NQ GB	Fareham Road 0 Fleetlands PO130AA Gosport	8818613203	947,596	7.1478	31.46	1/10/2024	1/10/2026
- Fareham Road Gosport Hampshire PO13 0AA GB	Fareham Road 0 Fleetlands PO130AA Gosport	89249807	7,401,497	7.1478	31.46	1/10/2024	1/10/2026
- Fareham Road Gosport Hampshire PO13 0AA GB	Fareham Road 0 Fleetlands PO130AA Gosport	8932157809	1,534,224	7.1478	31.46	1/10/2024	1/10/2026
- 2 Fareham Road Gosport PO13 0AA GB	Fareham Road 0 Fleetlands PO130AA Gosport	9298260906	1	7.1478	31.46	1/10/2024	1/10/2026
- Fareham Road Gosport Hampshire PO13 0AA GB	Fareham Road 0 Fleetlands PO130AA Gosport	9311093600	1,226,168	7.1478	31.46	1/10/2024	1/10/2026
- Buildings 52 to 110 1 Fareham Road Gosport PO13 0AA GB	Fareham Road 0 Fleetlands PO130AA Gosport	9327344905	491,188	7.1478	31.46	1/10/2024	1/10/2026
- Fareham Road Gosport Hampshire PO13 0AW GB	Fareham Road 0 Fleetlands PO130AA Gosport	20086509	450,124	7.1478	31.46	1/10/2024	1/10/2026

- Fareham Road Gosport Hampshire PO13 0AW GB	Fareham Road 0 Fleetlands PO130AA Gosport	20086408	1,758,244	7.1478	31.46	1/10/2024	1/10/2026
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Schedule B (Emergency Contacts)

Contract Reference: 40701907

Site Address and Reference	Emergency Contact 1	Emergency Contact 2	Emergency Contact 3
Main Street 0 PH13NQ Almondbank 61443901001			
Main Street 0 PH13NQ Almondbank 61443902001			
Fareham Road 0 PO130AA Gosport 61443903001			
Fareham Road 0 PO130AA Gosport 61443904001			

Fareham Road 2 PO130AA Gosport 61443905001			
Fareham Road 0 PO130AA Gosport 61443906001			
Fareham Road 1 PO130AA Gosport 61443907001			
Fareham Road 0 PO130AW Gosport 61443908001			
Fareham Road 0 PO130AW Gosport 61443909001			

Three emergency contacts or one 24 hour contact are required for supply points with an AQ over 732,680 kWh (use the existing emergency contact column).
Under the terms of your contract, responsibility lies with you to ensure we hold correct contact data.
If incorrect contact information is shown above please correct it and return to Corona Energy via post or email smeteam@coronaenergy.co.uk



Instruction to your Bank or Building Society to Pay by Direct Debit

6 2 5 7 3 6

FOR CORONA ENERGY Retail 4 LIMITED
OFFICIAL USE ONLY
This is not a part of the instruction to your
Bank or Building Society

Customer ID
141992 2

Contract ID
40701907

Instruction to your Bank or Building Society

Please pay Corona Energy Retail 4 Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Corona Energy Retail 4 Limited and, if so,

Signature(s)

Date

To: The Manager

Address

Postcode

Reference Number (for use by Corona Energy Retail 4 Limited only)

Banks and Building Societies may not accept Direct Debits Instructions from some types of accounts

This Guarantee should be detached and retained by Payer

The Direct Debit Guarantee



This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

- If there are any changes to the amount, date or frequency of your Direct Debit Corona Energy Retail 4 Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Corona Energy Retail 4 Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by Corona Energy Retail 4 Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Corona Energy Retail 4 Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Corona Energy Terms & Conditions of Supply

Definitions

"Annual Quantity"	means the annual quantity of gas that the Customer is expected to consume as shown in the Agreement;
"Actual Consumption"	means the aggregate consumption of Gas by the Portfolio in a given period;
"Agreement"	means the agreement formed by this contract, comprising these Terms and Conditions, any Schedules that apply and the Particulars of Contract;
"CCL"	means Climate Charge Levy;
"Consumption Data"	means energy usage data recorded by the Customer's Smart Meter;
"Consumption Tolerance"	means, in respect of a Contract Period, between 85% and 115% of the Annual Quantity, and, in respect of a calendar month, means between 85% and 115% of the Monthly Expected Demand;
"Contract Period"	means any period beginning at 05:00 hours on the Start Date (or any anniversary of the Start Date) and ending at 05:00 hours on the next anniversary of the Start Date;
"Contract Price"	has the meaning given to it in Clause 2.1;
"Customer"	means the person named as such in the Agreement;
"Customer Metering Agent"	has the meaning given in Clause 9.2
"End Date"	means the date as specified in the Agreement;
"Excess Gas"	means the amount of Gas by which Actual Consumption in a month exceeds the upper Consumption Tolerance limit;
"Forecast Consumption"	means the estimated amount of Gas the Customer is expected to consume (as calculated by the Supplier) as at the date of this Agreement and throughout the Contract Period;
"Gas"	means natural gas;
"Government Authority"	means in respect of any country, any national, regional, state, or local government, any subdivision, agency, commission or authority thereof (including any quasi-governmental agency) having jurisdiction over a party to this Agreement, as the case may be, and acting within its legal authority;
"Industry Agreements"	means all agreements, licences, authorisations and codes or procedures relating to the Supply and applicable to this Agreement;
"Market Index Price"	in respect of any month means the arithmetic average of the Heren Day Assessment bid or offer price (as appropriate) in respect of each day of gas supply as published in the European Spot Gas Market report;
"Meter"	means the measuring equipment installed at or in the location of the Supply Point;
"Meter Installation"	means the Meter or a Smart Meter and all associated installation materials or apparatus for the purpose of measuring gas consumed at the Supply Point;
"Monthly Expected Demand"	means the aggregate Annual Quantities for all Supply Points comprising the Portfolio in a particular month profiled and calculated on a monthly basis;
"Monthly Gas Price"	means the gas commodity component of all Contract Prices for the Portfolio aggregated and divided by the Monthly Expected Demand to produce a weighted average price in respect of such month;
"Ofgem"	means the Office of Gas and Electricity Markets;
"Out of Contract Price"	means the Supplier's price for out of contract customers as set by the Supplier from time to time;
"Particulars of Contract"	means the particulars of contract that sets out certain information about the Agreement and which forms part of this Agreement;
"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;
"Portfolio"	means the aggregate total of Supply Points supplied under the Agreement from time to time;
"Renewable Energy"	means green gas delivered by the Supplier by purchasing the equivalent number of Renewable Gas Guarantees of Origin (or certificates from any other qualifying instrument as approved by a UK energy regulator) ('RGGO'). 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 the 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 Clauses 13.1, the Supplier shall purchase sufficient RGGOs to match the Customer's green gas requirement as per the Supplier's forecast of the Customer's use of gas, or as advised by the Customer in writing from time to time (subject to the Supplier's agreement) ('Renewable Energy Demand') for the RGGO Period to prove that the Supplier supplies green gas to the Customer;
"RGGO Period"	means the Contract Period for which RGGO will be purchased by the Supplier for the Customer equal to the Customer's Renewable Energy Demand for the RGGO Period;
"Shortfall Gas"	means the amount of Gas by which Actual Consumption in a month falls short of the lower Consumption Tolerance limit;
"Smart Meter"	means a Meter, which as well as measuring the consumption of Gas, can also carryout other tasks such as allowing the Supplier to read the Meter remotely and gather information relating to the Customer's use of Gas;
"Start Date"	means the date as specified in the Agreement;
"Supplier"	means the company named as such in the Agreement (being part of the Corona group);
"Supply"	means the supply of Gas under this Agreement;
"Supply Point"	means the point(s) at which the Supplier shall make gas available to the Customer under this Agreement;
"Terms and Conditions"	means the terms and conditions set out in this document;
"Transporter"	means the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected;
"VAT"	means Value Added Tax;

"VCO"	means Voluntary Carbon Offset which is a tradable voluntary carbon offset unit issued by the Verra Registry (or such other comparable registry as the Supplier may notify the Customer from time to time) which represents the offset, to the closest tCO ₂ e, of greenhouse gas emissions including carbon dioxide (CO ₂) or CO ₂ equivalent (collectively "Carbon Emissions");
"VCO Volume"	means the quantity of VCOs required to offset the expected Carbon Emissions (as calculated by the Supplier) in respect of the estimated amount of Gas the Supplier expects the Customer to consume as at the date of this Agreement and throughout the Contract Period.

1 Commencement and Duration

- 1.1 This Agreement shall be binding between the parties from the date the Supplier confirms acceptance and Supply shall begin on the Start Date and shall cease on the End Date unless terminated earlier in accordance with the terms of this Agreement.
- 1.2 The Customer will make all reasonable efforts to ensure transfer of all Supply Points takes place on the Start Date.

2 Price and Reconciliation

- 2.1 The price for Gas supplied under this Agreement (the 'Contract Price') during the Contract Period is as shown in the Agreement. During the Contract Period the Supplier may revise the Contract Price or charge a one off fee or additional charges to reflect:
 - a) any actual or forecast cost increases or changes in charging methodology imposed by or on behalf of the Transporter or metering agency;
 - b) any unidentified gas charge applicable to the Supply Point which has been charged to the Supplier by the Transporter;
 - c) any actual or forecast cost increases due to changes in Government legislation, applicable regulations or tax;
 - d) any cost increases occurring as a result of a request by the Customer for any variation to the terms or operation of this Agreement or (by way of example only) the Supplier's cost of making and sending copies of any documents the Supplier has already made available to the Customer in any format or online, or carrying out transactions which the Customer is able to do so online;
 - e) any reasonable costs incurred by the Supplier in recovering any monies owed by the Customer to the Supplier, including reasonable administration and third-party costs, reasonable legal costs and/or the Supplier's reasonable costs where an attempted payment with an agreed payment method fails;
 - f) 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 the Customer's site);
 - g) any reasonable costs if the Customer materially breaches any of the Terms and Conditions of this Agreement (including administration costs and costs which the Supplier incurs in attending the Supply Point);
 - h) any reasonable costs if the Customer fails to keep an agreed appointment with the Supplier or its agents at a Supply Point;
 - i) any reasonable costs if the Customer interferes with the Meter Installation, or if the Customer steals energy, including any costs the Supplier incurs to remedy the situation;
 - j) 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 set out in the Agreement;
 - k) any reasonable costs if the Customer prevents the Supplier or its agents from reading or working on the Meter Installation, and/or costs for reading the Customer's Meter when asked to do so by the Customer, if this is more often than the normal meter reading schedule or Industry Agreement requirement; and/or
 - l) should the ownership status of the Customer's Supply Point(s) change or information provided to the Supplier in relation to a Supply Point is shown to be incorrect.
- 2.2 If this Agreement applies to more than one Supply Point, the Customer shall be responsible for all charges in respect of each

- Supply Point (regardless of the owner or occupant of each Supply Point) unless otherwise agreed in writing by the Supplier.
- 2.3 If the Actual Consumption in the Contract Period falls outside the Consumption Tolerance, then for every month in such Contract Period;
 - a) an additional amount may be charged to the Customer in respect of Excess Gas at the Market Index Price minus the Monthly Gas Price.
 - b) an additional amount may be charged to the Customer in respect of Shortfall Gas at the Monthly Gas Price minus the Market Index Price.
 Any amount payable under this Clause 2.3 shall be invoiced to the Customer and the payment provisions of Clause 4 below shall apply.
- 2.4 The Supplier reserves the right to vary the prices 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.

3 Meter reading

- 3.1 If requested by the Supplier, the Customer shall provide a Meter reading on the day prior to the Start Date. In addition, the Customer must provide the Supplier with a Meter reading at least once every 12 months or more frequently, if requested by the Supplier.
- 3.2 The quantity of Gas consumed in energy terms shall be calculated using standard industry methods and corrected for pressure and temperature as appropriate. The reading shown on the Meter shall be *prima facie* evidence of the quantity of Gas consumed, unless that meter is found to be registering erroneously to a degree exceeding that permitted by law.
- 3.3 If in accordance with Section 17 of the Gas Act 1986, the Customer requires a meter examiner to examine any Meter for the purpose of ascertaining the quantity of Gas supplied under this Agreement and if the Meter is found, when so examined, to register inaccurately to a degree exceeding that permitted by law, a suitable adjustment shall be made to the Customer's account. Any adjustment shall be made with effect from the penultimate date on which the Meter was read otherwise than in connection with the examination (except in the case where it is proved to have begun to register inaccurately as described on some earlier date) and the amount of money due from or to the Supplier shall be paid on demand. If the Meter has been found to be accurate within the said limits, the costs of verification shall be paid by the Customer on demand.
- 3.4 Where a Smart Meter is installed the Customer agrees for the Supplier to:
 - a) manage the Customer's Supply from a distance, without visiting the Customer's site. The Customer further agrees that the Supplier can read, repair or update the Smart Meter, or isolate or reconnect the Supply (in accordance with Clause 11.5) or monitor the consumption of Supply;
 - b) use the Customer's Consumption Data to invoice the Customer. Where the Supplier is unable to collect the Consumption Data from the Smart Meter, invoices will be raised using estimates.

4 Billing and payment

- 4.1 As soon as practicable after the end of each calendar month the Supplier will provide an account to the Customer by e-billing. Where a paper invoice is required 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 the Supplier.

- 4.2 The Customer shall pay each invoice in full by the 20th day of the month or 10 days following the date of the invoice, whichever is earlier. If payment is not received by the due date (except in the case of a *bona fide* dispute notified in writing), the Supplier shall (in addition to any other remedies) be entitled:
 - a) to charge interest on the amount unpaid at the annual rate of 4% above the base lending rate of Bank of England;
 - b) to charge a late payment administration charge for each invoice which has not been paid in full by its due date;
 - c) to increase the Contract Price to the Out of Contract Price for the rest of the Contract Period; and/or
 - d) to prevent the Customer transferring to another supplier by lodging an objection.
- 4.3 For Supply Points that are read at intervals other than monthly, the Supplier will reconcile the Customer's account against Actual Consumption as and when a meter read is received. If the actual read generates a credit note, this will be applied against future invoices unless the Customer requests a refund in writing.
- 4.4 All amounts payable by the Customer are exclusive of VAT, CCL and any other applicable taxes. The Customer is responsible for providing any applicable VAT or CCL exemption certificate, failing which VAT and CCL will be charged and will be payable by the Customer. CCL and VAT exemption is only applicable from the date the Supplier receives the exemption certificate.
- 4.5 All payments by the Customer shall be made by Direct Debit transfer unless the Supplier has agreed in writing to an alternative payment method. Failure to pay by Direct Debit transfer, unless agreed by the Supplier, may result in the Supplier terminating this Agreement and/or charging the Out of Contract Price.
- 4.6 The Customer must notify any disputed charges in writing to the Supplier within three months of the date of the relevant invoice, failing which such invoice shall be deemed to be final and conclusive in favour of the Supplier.
- 4.7 The Customer warrants that all details provided to the Supplier regarding the Portfolio are up to date and accurate during the term of the Agreement. The Supplier reserves the right to charge the Customer for any costs or losses incurred on the resale of Gas required as a consequence of inaccurate information. The Supplier will use reasonable endeavours to minimise any costs or losses it incurs as a result of incorrect or inaccurate information regarding the Portfolio.

5 Safety and emergencies

- 5.1 Where the Customer believes that there is, has been or is likely to be an escape of gas or that any equipment may be damaged which may result in an escape of gas, the Customer must immediately notify the Transporter on 0800 111 999.
- 5.2 The Customer undertakes to use Gas 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 Gas upstream of the Supply Point. The Customer shall not use a gas compressor downstream of the Meter without the Supplier's prior written consent.
- 5.3 Emergency services will be provided by the Transporter. Any call-out charges relating to the escape of gas or other emergency services on the Customer's installation downstream of the Meter shall be reimbursed to the Supplier.
- 5.4 The Customer shall take all reasonable steps to ensure that the Meter Installation and related equipment are not damaged or mistreated. The Customer shall remain responsible for all pipes and apparatus installed for the supply of Gas that are situated on the Customer's side of the Meter or Smart Meter, and shall ensure that these are maintained in good working order and condition at all times.

- 5.5 For the duration of a pipe-line emergency (as defined in the Supplier's gas supplier's licence):

- a) the Supplier shall be entitled at the request of the Transporter to discontinue the Supply; and
- b) the Customer shall use its best endeavours to refrain from using gas immediately upon being told by the Supplier or the Transporter that it should do so.

6 Liability

- 6.1 Neither the Supplier nor its officers, employees or agents shall be liable to the Customer for any loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which comprised or resulted from physical damage to the property of the Customer, its officers, employees or agents.
- 6.2 Neither the Supplier nor its officers, employees or agents shall in any circumstances whatsoever be liable to the Customer or any other person for:
 - a) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
 - b) any indirect or consequential loss (unless the Customer is a natural person and is entering into this Agreement for purposes which are outside his trade, business or profession).
- 6.3 In any event the liability of the Supplier to the Customer under this Agreement shall not exceed the value of the Annual Quantity of Gas at the then Contract Price.
- 6.4 Nothing in this Agreement shall have the effect of excluding or restricting the Supplier's liability for death or personal injury insofar as such exclusion or restriction is prohibited by law.

7 Force Majeure

- 7.1 If due to any circumstance or event which is beyond the reasonable control of either party it is not reasonably practicable for that party to perform any of its obligations in accordance with this Agreement, such obligations (other than any obligation to make payment under this Agreement) shall be suspended to the extent that and for so long as it is so impracticable. Whenever possible each party shall give to the other prior written notice of such suspension.
- 7.2 If the Supplier is given a direction under section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply of gas 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:
 - a) the Supplier may discontinue or restrict the Supply, and
 - b) the Customer shall refrain from using or restrict its use of gas on being told by the Supplier that it should do so.

8 Termination

- 8.1 The Supplier may terminate this Agreement forthwith by written notice to the Customer at any time if:
 - a) the Customer is in material breach of its obligations hereunder and fails to remedy the same (where remediable) within fourteen (14) days after receiving written notice of the breach from the Supplier requiring the breach to be remedied; or
 - b) the Customer ceases to trade or enters into liquidation whether voluntarily or compulsorily or compounds with its creditors or has a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over its 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; or
 - c) any invoice shall remain unpaid for more than seven (7) days beyond its due date (except in the case of a *bona fide* dispute notified in writing), or
 - d) the Supplier ceases to hold a gas supplier's licence; or
 - e) the Supplier reasonably believes there to be theft or suspected theft of energy; or
 - f) in the Supplier's reasonable opinion, the Customer may be unable to meet its obligations under the Agreement and/or the financial position of the Customer and/or its ultimate parent

company have deteriorated to a level unacceptable to the Supplier, provided in each case that the Supplier shall have given fourteen (14) days' notice of such opinion to the Customer during which time the Customer shall have failed to provide adequate financial security in respect of its obligations on terms satisfactory to the Supplier; or

- g) there is a change in control of the Customer such that the ultimate holding company controls less than 50% of (directly or indirectly) the issued share capital of the Customer.
- 8.2 This Agreement will terminate automatically in respect of a Supply Point in the event of the appointment of a supplier of last resort by Ofgem in respect of that Supply Point.
- 8.3 Any termination of this Agreement shall be without prejudice to any rights or remedies of either party arising before or as a result of termination (including any right of the Supplier to prevent the Customer transferring to another supplier). All sums due to the Supplier up to the date of termination shall be paid by the Customer on demand.
- 8.4 In the event of termination for whatever reason, in addition to any sums payable under Clause 8.3, the Customer agrees to indemnify the Supplier 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 the Customer's Annual Quantity demand for the outstanding Contract Period together with an administration fee of 3% of the expected consumption for that Supply Point for the remainder of the Contract Period.

9 Meter

- 9.1 Unless otherwise requested by the Customer, the Supplier will make arrangements to provide metering services.
- 9.2 Where the Customer wishes to appoint its own metering agent(s) ("**Customer Metering Agent**"), which shall be at its own cost, Clauses 9.3 to 9.5 shall apply.
- 9.3 The Customer must ensure that the Customer Metering Agent(s):
 - a) are properly qualified;
 - b) are able to meet any reasonable requirement specified by the Supplier in relation to services provided by the Customer Metering Agent; and
 - c) operate in accordance with good industry practice, relevant legislation and industry codes of practice.
- 9.4 The Supplier may reject or delay the appointment of the Customer Metering Agent where the Supplier has reasonable grounds to do so.
- 9.5 If the Customer Metering Agent fails to perform; ceases to be properly qualified; causes or may cause the Supplier to be in breach of its supply licence and/or fails to perform in accordance with good industry practice, relevant legislation or industry codes of practice, the Supplier may:
 - a) appoint a replacement metering agent of its choice and charge the Customer for the costs of the services provided by such replacement metering agent; and/or
 - b) pass through to the Customer any costs or losses the Supplier incurs, including but not limited to additional operating costs, regulatory/industry fines or penalties, and the Customer agrees to indemnify the Supplier for any costs, fines or penalties; and/or
 - c) charge the Supplier's Out of Contract Rate until such time the Customer or its Customer Metering Agent have resolved the issues to the satisfaction of the Supplier.
- 9.6 The Customer shall ensure that any Meter or Smart Meter provided by the Customer complies with all relevant regulatory requirements.
- 9.7 The Customer shall provide at least two months' notice of its intention to alter, add or replace part or all of the Meter Installation and may only do so with the Supplier's prior written consent. The Supplier may reject the Customer's proposed changes to the Meter Installation for safety or any other reasons. The Customer shall give details of any change to the Meter Installation within two days after completion of the

relevant work. If a new Meter is connected to a Supply Point, the Customer shall notify the Supplier in writing at least two days before beginning to consume Gas. The Customer shall pay any inspection or other costs reasonably incurred by the Supplier in relation to any proposed changes to the Meter Installation, including the costs of the Supplier inspecting any Meter fitted by a non-registered meter operator.

- 9.8 Any Meter or Smart Meter which is not owned by the Transporter or the Supplier must provide data in a form compatible with the Transporter's and Supplier'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 the Customer.
- 9.9 If in the Supplier's reasonable opinion the level of consumption at the Supply Point indicates that a converter should be fitted to make adjustments for pressure and/or temperature, the Customer shall fit a converter upon written request by the Supplier.
- 9.10 If the Meter or Smart Meter is not owned by the Transporter or the Customer, the Supplier reserves the right to continue to bill the Customer for meter charges following the termination of this Agreement until the relevant contract is transferred to the new supplier.
- 9.11 The Customer may only fit a Meter by-pass with the Supplier's prior written consent (and shall notify the Supplier immediately if a Meter by-pass already exists). The Supplier's terms in relation to Meter by-passes are available on request and will apply to any existing Meter by-pass.

10 Meter or Smart Meter Access

- 10.1 The Customer shall allow the Supplier, the Transporter and their respective agent's safe access to the Supply Point for the purposes of installation, operation, reading, maintenance, testing and removal of the Meter Installation and related equipment or for temporary or permanent suspension or termination of the Supply. The Customer shall provide at the Supply Point free of charge such supplies of power, water, drainage and protection as the Supplier or the Transporter or their respective agents may reasonably require.
- 10.2 The Customer shall on or before disposal of any part of the Supply Point in which any part of the Meter Installation or related equipment is laid or installed, and at any time on request by the Supplier, grant to the Supplier and/or the Transporter and their respective agents an easement (in such form as the Supplier may reasonably require) to install, operate, maintain, test and remove such equipment or any part thereof and preventing the Customer and its successors and assigns from doing anything which might unreasonably prevent or impede access thereto by the Supplier and/or the Transporter and their respective agents.

11 Change of ownership, Supply Point isolation and Reconnection

- 11.1 The Customer shall give the Supplier at least one (1) month's prior written notice of any proposed change of ownership or occupation of the Supply Point. Such notice must state:
 - a) the date on which the Customer intends to move out;
 - b) the Customer's new address and phone number;
 - c) the full name, contact details and current address of the proposed new owner or occupant;
- 11.2 The Customer shall in addition to providing the notice pursuant to Clause 11.1 provide the Supplier with valid documents in support of any proposed change of ownership or occupation and such change will only be processed by the Supplier from the date of receipt by the Supplier of the notice and valid documents. The Customer shall remain liable for all charges in respect of the Supply Point under this Agreement until such change has been processed and completed to the satisfaction of the Supplier.
- 11.3 The Customer must provide a meter reading to the Supplier on the date the Customer moves out.

- 11.4 If during any Contract Period the Customer ceases to use Gas at any Supply Point or does not commence supply at any Supply point or the commencement of such supply on the agreed Start Date is hindered and/or delayed, the Supplier will charge the Customer for any costs and/or losses incurred by the Supplier in relation to such Supply Point for the remainder of the Contract Period. This may include any costs or losses for selling on forward purchased Gas in accordance with Clause 8.4, 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 Contract Period. The Customer can request the Supplier to de-energise or disconnect the Supply Point, which may reduce these costs subject to the Customer paying the Supplier all costs associated in de-energising or disconnecting such Supply Point.
- 11.5 A Supply Point may be isolated in the case of a Meter by accessing the Customer's site and in the case of a Smart Meter by remote access (and the Customer agrees that the Supplier may do so without obtaining the Customer's permission):
- at the request of the Customer; or
 - following termination of this Agreement by the Supplier; or
 - in the event of demolition or substantial redevelopment of the Supply Point; or
 - where the Supplier determines necessary for safety or security reasons; or
 - if required by law, regulation, or Industry Agreement; or
 - if the Customer is in breach of any material obligations under this Agreement; or
 - any invoice remains unpaid for more than seven (7) days (except in the case of a *bona fide* dispute notified in writing);
 - where the Customer provides false information or the Customer fails to provide information requested by the Supplier; or
 - if the Customer becomes subject to, or the Supplier reasonably believes that the Customer is about to become subject to, any of the events listed in Clause 8.1 other than Clause 8.1(d).
- 11.6 Where a Meter Installation is removed for reasons of debt, the Supplier retains the exclusive right to supply Gas to that Supply Point until this Agreement has expired and the Customer has paid all outstanding amounts. The Supplier will regard the reconnection of the gas supply without its prior written permission as theft.
- 11.7 If the supply of Gas to the Supply Point needs to be isolated for any reason, the Customer shall pay all costs incurred in isolating the Supply Point.
- 11.8 Where the Meter Installation is isolated, the Supplier shall be under no obligation to recommence Supply to the Supply Point until the Customer:
- requests for such Supply to be reconnected in writing;
 - has paid all outstanding charges, including any costs and charges owed subject to Clause 2.1 and/or any costs associated in isolating the Meter Installation and/or re-energising or reconnecting the supply Point.
- 11.9 The Supplier shall be entitled to charge the Customer additional costs and charges in accordance with Clause 2.1 and/or in accordance with any other terms of this Agreement.
- 12 Voluntary Carbon Offsets**
- 12.1 Unless otherwise specified in the Particulars of Contract, the Customer is deemed to have opted to purchase VCOs in accordance with this Agreement where such supply by the Supplier to the Customer relates to Gas and the following provisions shall apply.
- 12.2 In relation to the supply of Gas under this Agreement, the Supplier shall source and retire VCOs.
- 12.3 The Customer agrees to purchase the quantity of VCOs equal to the VCO Volume.
- 12.4 The Supplier shall, or cause its agent to, effect the retirement of the VCO Volume by instruction to the Verra Registry (or such other comparable registry as the Supplier may notify the Customer from time to time).
- 12.5 If the Supplier, or its agent acting on the Supplier's behalf, is unable to retire the relevant VCOs, the Supplier shall use its reasonable endeavours to remedy such failure ("**Retirement Failure**") within forty-five (45) days of the Supplier becoming aware of such Retirement Failure. If the Supplier fails to remedy the Retirement Failure within such forty-five (45) day period, as the Customer's sole and exclusive remedy for such event, the Supplier shall pay the Customer 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.
- 12.6 The Supplier warrants to the Customer that, at the time of the retirement of any VCOs under this Agreement, the Supplier or its agent shall have the right to retire such VCOs and the Supplier covenants that the Supplier or its agents shall have not retired such VCOs on behalf of any other Person. Except as expressly set forth in the preceding sentence, the Supplier expressly negates 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.
- 12.7 For the avoidance of doubt, whilst each VCO should represent one tCO₂e, the Supplier will not be liable to the Customer for any variance to the actual emission values in respect of each VCO issued by any registry.
- 12.8 The payment and invoicing provisions in Clauses 4.1, 4.2, 4.3, and 4.4 of the Agreement shall apply in respect of the sale of VCOs to the Customer and shall be amended such that references to "Gas" include references to the sale of VCOs.
- 12.9 In respect of the VCO Volume, where there is a change to the Customer's supply portfolio for any reason from the date of this Agreement and prior to the End Date, the Supplier reserves 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.
- 13 Renewable Energy**
- 13.1 If the Customer wishes to purchase Renewable Energy from the Supplier, such supply shall be subject to:
- the Customer paying the price of the Renewable Energy, which shall be reflected in the daily charge and/or unit rate applied to the Customer and payable in accordance with the agreed invoicing and payment terms;
 - availability of the Renewable Energy in the open market at the agreed price;
 - any limit which may be imposed on the Supplier 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 the Supplier is able to purchase in each compliance year; and
 - 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 or otherwise.
- 13.2 In respect of the supply of Gas, if during the RGGO Period there is a change to the Customer's business operation thereby affecting the number of sites contracted, the Supplier shall be entitled to recover from the Customer any under-recovery, associated costs and losses the Supplier incurs as a result of such change.
- 13.3 In the event of expiry or termination of the Agreement for whatever reason, in addition to the Customer paying any sums then due and payable or accrued due under the Agreement, the Customer shall indemnify the Supplier in full

on demand in respect of any costs, losses or expenses incurred by the Supplier as a result of such expiry or termination, including (without limitation) any costs, losses or expenses incurred by the Supplier in disposing of the Renewable Energy.

- 13.4 Without prejudice to Clause 13.3, in the event the Customer fails to pay pursuant to Clause 13.3, the Supplier reserves the right to cover such costs, losses and expenses by selling the Renewable Energy already paid for by the Customer but not yet retired by the Supplier.
- 13.5 Clauses 13.3 and 13.4 shall apply *mutatis mutandis* to Clause 12 and reference to 'Renewable Energy' shall mean reference to 'VCOs'

14 Energy Theft

- 14.1 If the Supplier suspects that the Customer has committed fraud or stolen energy by interfering with the Meter, Smart Meter or the Gas supply, the Supplier will record this on the Customer's account and may share it with people who may have an interest in receiving that information, for example other energy suppliers, any landlord at the Supply Point, the police or industry bodies. As a result, the Supplier may record personal data about the Customer, which may be used by the Supplier to make decisions about the Customer in the future. The Supplier may share the personal data with other organisations for the purpose of assessing or investigating energy theft or fraud. Where the Supplier suspects that there has been fraud or theft of energy, the Supplier may investigate, pursue and prevent such fraud or theft.
- 14.2 Subject to Clause 8.1(e), where the Supplier or an industry body reasonably believes there to be theft or suspected theft of energy, the Supplier may disconnect and/or de-energise the Meter or Smart Meter at the Supply Point. The Customer grants the Supplier, its service provider or any other relevant party, access rights to the Customer's 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 the Customer based on our forecast of the estimated volume of such theft or suspected theft.

15 Complaints

- 15.1 The Supplier's complaints handling process is set out on its website at <https://www.coronaenergy.co.uk/policies/our-complaints-process/>
- 15.2 If the Customer is a microbusiness (as per Ofgem's definition set out in on its website at <https://www.ofgem.gov.uk/information-consumers/energy-advice-businesses/guidance-microbusinesses/>), the Customer can refer the complaint to the Ombudsman Services: Energy (<https://www.ombudsman-services.org/sectors/energy/>), if the Customer has followed the Supplier's complaints procedure and:
- 15.2.1 the Customer's complaint has not been resolved after eight weeks; or
- 15.2.2 the Supplier has sent its final response to the Customer's complaint (referred to as a 'Deadlock Letter') and the Customer is still unhappy.

16 Customer Personal Information

- 16.1 In order for the Supplier to perform its functions and to administer and manage the Customer's account, the Supplier will need to collect and use personal data. This can include personal data about the Customer, its employees, workers, contractors, agents, clients or customers. The Supplier will use the personal data in accordance with its Privacy Policy at <https://www.coronaenergy.co.uk/privacy-policy/>. The Customer should read the Privacy Policy to understand how the Supplier collects and uses the Customer's personal data and to understand its data protection rights.

- 16.2 Where the Customer provides the Supplier with, or allows the Supplier access to personal data relating to any living individual (hereafter called '**Data Processing Activities**'), including personal data of its employees, workers, contractors, agents, clients or customers, the Customer agrees that it will notify the individuals of these Data Processing Activities and the existence of the Supplier's Privacy Notice at <https://www.coronaenergy.co.uk/privacy-policy/> each time the Customer provides its own privacy notice to individuals mentioned herein.
- 16.3 The Customer acknowledges and agrees that the Supplier may record or monitor telephone calls to or from the Customer for training and/or security purposes.

17 General

- 17.1 Title to and risk in the Gas shall pass to the Customer at the Supply Point.
- 17.2 The Customer may not transfer or assign this Agreement or any of its rights or responsibilities under it without first obtaining the Supplier's prior written consent. The Customer agrees that, on prior notice to the Customer, the Supplier may transfer or assign its rights and obligations hereunder to any person authorised to supply Gas. Further, the Customer acknowledges and agrees that the Supplier 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 the Customer's account in connection with any financing or other financial arrangements ("**Financing**") without any requirement to notify the Customer of such transaction. The Customer further agrees that the Supplier and/or its 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, the Supplier shall remain liable for and shall not be relieved of or discharged from any obligations owed to the Customer hereunder.
- 17.3 Should Supply continue on expiry or termination of this Agreement for any reason, the terms of this Agreement will continue to apply except that the Supplier's Out-of-Contract Rate shall apply to the Agreement and also in the case of VCOs and Renewable Energy, the supply will revert back to the Supplier's default fuel mix at the time and Clauses 12 and 13 shall no longer apply to the default fuel mix.
- 17.4 The Supplier reserves the right to modify the terms and conditions of this Agreement to comply with new legislation, statutory instruments, Government regulations or licences or similar events.
- 17.5 This Agreement constitutes the entire agreement between the parties relating to the Supply. The Customer confirms that it has not entered into this Agreement on the basis of any representation whatsoever concerning the Supplier or the Supply and that no such representation has been given by or on behalf of the Supplier except as set out in this Agreement or as otherwise agreed in writing by or on behalf of the Supplier.
- 17.6 The Customer warrants that the Supply is not wholly or mainly for domestic purposes, and that all information supplied regarding the Portfolio is up to date and accurate.
- 17.7 Headings in this Agreement are for convenience only and have no legal meaning or effect.
- 17.8 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.
- 17.9 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.

- 17.10 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.
- 17.11 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.