



Site Manager
H+S Aviation Limited
Airport Service Road
Portsmouth
Hampshire
PO3 5PJ

Telephone: 0800 804 8589
Email: powercs@coronaenergy.co.uk

Corona Energy Electricity Supply Contract

PARTICULARS OF CONTRACT

Customer Name:	H+S Aviation Limited
Customer Address:	Airport Service Road Portsmouth Hampshire PO3 5PJ
Company/Charity Registration Number:	Registered in England Number: 422128
Contract Reference:	234889-7/1
Customer Reference:	60074388
Start Date:	01/02/2023
End Date:	01/08/2023
Product:	KAM Fixed 1
Number of Sites:	2 (as detailed in Proposal Details Section)
Payment Terms:	21
Payment Method:	BACS Transfer

TERMS AND CONDITIONS

The Corona Energy Electricity Supply Contract is subject to the acceptance of Corona Energy's Terms and Conditions relating to the Product stated on Page 1 of this document.


Please be aware any Products that relate to an SME Product agreement; if termination has not been served by either party 30 days before the End Date, we will automatically renew your supply for a further twelve month period.

Corona Energy has the right to withdraw this offer at any time prior to issuing written confirmation that the agreement has been accepted on these terms. If the contract is terminated early, additional charges may apply, please ensure you are familiar with all clauses relating to Termination, Change of Ownership/Isolation, Liability and Force Majeure; all of which are highlighted in bold within the terms and conditions.

Our prices are subject to VAT & Climate Change Levy, signed acceptance, credit approval and successful transfer of the supply point on the agreed start date in the event of a new business supply

The supply contract is a legal document, and as such is binding on both parties once entered into.

Signed on behalf of the Customer

Signature:	
Print Name:	Brent Fawkes
Position:	VP Finance
Date:	Nov 11/22

Signed on behalf of the Supplier

Signature:	<small>DocuSigned by:</small>  <small>97C16BD1D30D437...</small>
Print Name:	Jack Goodson
Position:	Head of Corporate Sales
Date:	14-11-2022

PROPOSAL DETAILS

Supply and Anticipated Usage Information

Half Hourly Metered Supplies											
Site Ref	MPAN	Distributor	Transmission Zone	Meter Operator	Data Collector	Data Aggregator	Voltage	Contract Period Cons (kWh)	Est Max Demand (kW)	Load Factor (%)	ASC (kVA)
B38ET0	2000027400493	SOUT	Southern	UKDC	UKDC	UKDC	LV	708976.4	502.8	27.0	750
B38ET1	2000027400703	SOUT	Southern	UKDC	UKDC	UKDC	LV	677398.3	616.0	25.5	850

OFFER DETAILS

MPAN Group Price Template		Fixed Inclusive (HH)	
Energy Content		100% Brown	
MPAN	2000027400703, 2000027400493		
Type	Description (all times are in UK Clock)		Rate
Offered Rates:	Consumption - Day		49.3130 p/kWh
	Consumption - Night		38.0224 p/kWh
	Standing Charge		774.18 £/mth
	Availability		1.73 £/kVA/mth
Passed Through Charges:	Reactive Power, Climate Change Levy, Excess Capacity		Prevailing Rate
Est Reconciled PT Charges:			

TERMINOLOGY

Acronym/Term	Meaning
MPAN	Meter Point Administration Number – a 13 digit unique reference for your supply point.
SSC	Standard Settlement Configuration – for meters that do not take half hourly measurements of consumption this is a 4 digit code that represents the periods of use that your meter is capable of measuring. This will not be displayed for half hourly meters.
Site	A geographic location in the United Kingdom.
Price Group	A grouping of the supplies for which you are being provided a quotation based on their sharing the same pricing template, rate structure and energy content.
Offered Rates	These are the rates that are being offered to you.
Passed Through Charges	These are rates that we are either directly charged for your supply (e.g. Distribution costs) or are charged on billed values (e.g. CCL and VAT). These charges will be passed onto you and charged in addition to the "Offered Rates".
Est Reconciled PT Charges	Estimated Reconciled Passed-Through Charges – these are Pass-Through charges for which the amount is not known until after the event e.g. TNUoS TRIAD rates. We will charge an estimated amount, based on your forecast usage, up until the actual amount is known and at this point a reconciliation will be performed. The difference between the estimated charges that have been charged up until this point and the actual amount due is calculated by the reconciliation and is then included on your next bill.
Estimated Annual Cons (kWh)	An estimate of the amount of electricity that will be used over the next annual period. The value is expressed in kWh and it is based on this prediction of your use that this quote has been provided. If you believe the value displayed is not an accurate estimation of your predicted use please let us know.
Contract Period Cons (kWh)	The estimated total consumption over the contract term for an individual supply point on the basis of which the offered rates have been calculated.
Est Max Demand (kW)	An estimation of the maximum demand that will be applicable for a supply.
Load Factor (%)	A ratio of the average load on the supply point divided by the peak load.
ASC (kVA)	Available Supply Capacity. The amount of electricity that the Distribution Network Operator (DNO) makes available for use through your supply.
Metering Point	The term Metering Point relates to the electricity usage at your meter point. Due to losses over the transmission and distribution networks the energy actually used at a meter point is less than the total energy that needs to be generated in order to supply it to you.
Grid Supply Point	The term Grid Supply Point relates to the volume of electricity that needs to be delivered to the grid supply point in order to then be distributed to your supply to provide the metering point consumption. The Grid Supply Point consumption is the sum of the Metering Point consumption and distribution losses.
Notional Balancing Point	The term Notional Balancing Point relates to the volume of electricity that needs to be generated in order to transmit and distribute the electricity to supply and provide the Metering Point consumption. The Notional Balancing Point consumption is the sum of the Metering Point consumption, distribution losses and transmission losses.

MARKET PARTICIPANTS

Participant Code	Role	Trading As
SOUT	Distributor	SSE Power Distribution
UKDC	Meter Operator	IMServ Europe Ltd
UKDC	Data Collector	IMServ Europe Ltd
UKDC	Data Aggregator	IMServ Europe Ltd

Corona Energy, PO BOX 4934, Slough, SL1 0JQ.

t 0800 804 8589 **e** powercs@coronaenergy.co.uk **w** www.coronaenergy.co.uk

Corona Energy Retail 4 Limited. Registered Office: Building 2, Croxley Park, Watford, .
Registered in England and Wales. Company registration number: 02798334.



Terms for the Supply of Electricity between Corona Energy and the Customer

Privacy Notice:

For the purpose of this Privacy Notice, “We” means Corona Energy Retail 4 Limited or any of our group companies.

In order for us to perform our functions, including to provide you with a quote or other information or to administer your account with us and for credit control and fraud prevention, we will need to process certain personal data. This will include but may not be limited to your name, contact email address and – in particular for sole traders – personal bank details.

This may also include recording calls that you make to us which may in addition be used for training. In order to set up and administer your account we may have to use a third party, such as a credit reference agency or meter reading agency. Where we use any third party it will be limited to the purposes necessary for the carrying out of these functions. We will retain the information for as long as is necessary which generally is for the life of a contract +6 years, however if you believe we have excess personal data about you, you can request a copy from us and ask us to delete what you believe is excessive. Please mark any request for the attention of the company secretary. If you do not agree with us, you may raise a complaint with the Information Commissioner at ico.gov.uk.

Definitions

‘Actual Consumption’	means aggregated consumption of electricity consumed by all Supply Points in any given period.
‘BSC’	means the Balancing and Settlement Code
‘Climate Change Levy’	means a tax levy applied to business consumers for the consumption of energy and ‘CCL’ shall be construed accordingly.
‘Commodity Price’	means the cost to you for electricity that is included within the Contract Price
‘Consumption Tolerance’	means between 80% and 120% of the Estimated Consumption
‘Contract Price’	means the price charged to you for the supply of electricity during any Fixed Price Period which includes the Commodity Price and other costs relating to your supply
‘Customer, you, your’	means the customer identified in the Particulars that has contracted on the terms of this Agreement for the supply of electricity.
‘Deficit Electricity’	means the amount by which Actual Consumption falls short of the lower Consumption Tolerance in a month
‘Distributor’	means the distribution network operator company responsible for operating the electricity distribution network to which you Supply Points are connected.
‘End Date’	means the date when the Fixed Price Period ends as stated in the Particulars.
‘Forecast Consumption’	means estimated annual consumption and refers to the estimated amount of electricity that you are expected to consume in a year as set out in the Particulars.
‘Forecast Tolerance’	means between 80% and 120% of the Forecast shown on the Particulars
‘Excess Electricity’	means the amount by which Actual Consumption exceeds the upper Consumption Tolerance in a month.
‘Fixed Price Period’	means a period during which the price charged to you for electricity is fixed (subject to the terms of this agreement).
‘Meter’	means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring electricity consumed at the Supply Point.
‘Meter Installation’	means the Meter and all associated installation materials or apparatus the date on which we become the registered supplier with the Distributor in respect of the Supply Point.
‘OFGEM’	means the Office of Gas and Electricity Markets
‘Out-of-Contract Rates’	means the rate the Supplier publishes as such from time to time on its website
‘Particulars’	means the particulars of contract that sets out certain information regarding the terms of supply of electricity to you
‘Renewal Process’	means the process we start before the End Date to renew, extend or terminate your contract



Terms for the Supply of Electricity between Corona Energy and the Customer

'Site'	means the location(s) at which you consume electricity as identified in the Agreement
'Start Date'	the date on which we have agreed to begin the supply of electricity to you under this Agreement or when your new connection meter is installed
'Supplier, we, us'	means Corona Energy Retail 4 Limited, the company that is supplying your electricity under this Agreement
'Supply Point'	means the point(s) at which we shall make electricity available to you under this Agreement
'Surplus Electricity'	Means the amount by which the Actual Consumption exceeds the upper Consumption Tolerance in a month
'System Buy Price'	means the price paid by BSC trading parties for deficit electricity
'System Sell Price'	means the price paid to BSC trading parties for surplus electricity
'Transporter'	means the operator of a transmission system

1 Duration

- 1.1 This Agreement comes into effect when signed by both parties. Our obligation to supply electricity to you will begin on the Start Date. You will use all reasonable efforts to ensure that we can supply electricity to you at the Supply Points on the Start Date.
- 1.2 In the case of a new connection contract you will be subject to the daily standing charge from the date of this contract even where supply has not commenced.
- 1.3 We will follow industry processes and transfer or install the meters for your Sites to us from your previous supplier within 21 days of this Agreement unless:
 - 1.3.1 The Start Date in the Particulars is more than 21 days after the date of this Agreement in which case we will transfer or install the meters at the sites on the Start Date; or
 - 1.3.2 You ask us not to transfer the Sites or install the meters; or
 - 1.3.3 Your previous supplier blocks the transfer to us; or
 - 1.3.4 We do not have the correct information to complete the transfer or install the meters (having taken all reasonable steps to obtain the information from you or elsewhere); or
 - 1.3.5 Works need to be carried out due to the supply being through an exempt distribution system; or
 - 1.3.6 We cannot complete the transfer or install the meters for reasons outside our control.
- 1.4 We reserve the right to charge you for additional costs incurred by us in the event that the transfer or installation does not occur on time due to your act or omission.
- 1.5 If any of the information you have provided to us is inaccurate this may lead to us terminating this Agreement before the Start Date. In particular, we may terminate the Agreement if:
 - 1.5.1 There is a Green Deal attached to any Site that is subject to this Agreement
 - 1.5.2 There is a pre-payment meter or other meter at any Site that is subject to this Agreement that we cannot support (although we reserve the right to continue the supply and change the meter in accordance with clause 4.6).
- 1.6 This Agreement shall continue in full force and effect until terminated in accordance with its terms. Before the End Date we will contact you as part of our Renewal Process to discuss renewing or extending this Agreement for a further Fixed Price Period. On renewal your Contract Price may be different for subsequent Fixed Price Periods, as agreed between us and you during the Renewal Process. Please note that if you have not served notice to terminate this Agreement and do not contact us during the Renewal Process to extend or renew this Agreement, this Agreement will automatically expire. If we continue to supply you after expiry or termination of this Agreement such supply shall be on the same terms as this Agreement except that our Out-of-Contract Rates shall apply to this Agreement.

2 Price

- 2.1 Subject to clauses 2.1, 2.6, 2.9, 2.10 and clause 3.3 below, you will be supplied for the Fixed Price Period at the Contract Price shown in the Particulars until the stated End Date for that Fixed Price Period.
- 2.2 If you have chosen the Fully Fixed product (as stated in the Particulars) we may only vary the Contract Price during the applicable Fixed Price Period to reflect either (a) cost increases arising from changes in law, regulation or tax (excluding any changes to the rate charged to us for feed-in tariff charges or renewable obligation charges); (b) where information provided to us by you to help us calculate the Contract Price turns out



Terms for the Supply of Electricity between Corona Energy and the Customer

to be incorrect – an example would be meter ownership status or what you use the Site for; (c) in accordance with clause 2.9, or (d) in accordance with clause 2.10.

- 2.3 If you have chosen the Fixed product (as stated in the Particulars), in addition to those reasons set out in clause 2.1, we may vary the Contract Price to reflect changes in the charges imposed on us by any third party (including but not limited to those in the generation and distribution network), the rate charged to us for feed-in tariff charges or the rate charged to us for renewable obligations.
- 2.4 If you have chosen the FairView product (as stated in the Particulars) we may only vary the Contract Price during the applicable Fixed Price Period to reflect either (a) cost increases arising from changes in law, regulation or tax (excluding any changes to the rate charged to us for feed-in tariff charges or renewable obligation charges); (b) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect – an example would be meter ownership status or what you use the Site for; (c) in accordance with clause 2.9, or (d) to reflect changes in the charges imposed on us by the Distributor and/or Transporter.
- 2.5 For the avoidance of doubt, the Contract Price is applicable only to the Sites agreed to be supplied at the Start Date or at the commencement of subsequent Fixed Price Periods. Any sites which you wish to add to this Agreement during a Fixed Price Period will be the subject of a separate price quote from us.
- 2.6 Your Contract Price assumes that we will be providing meter operator services. If you employ your own meter operator or we are required to change a meter to enable us to supply you we reserve the right to adjust your Contract Price.
- 2.7 If the Actual Consumption in any half-hour period falls outside the Forecast Tolerance, then:
 - 2.7.1 an additional amount may be charged to you in respect of Excess Electricity at the System Buy Price minus the Commodity Price.
 - 2.7.2 an additional amount may be charged to you in respect of Deficit Electricity at the Commodity Price minus the System Sell Price.
- 2.8 In the event that we require a security deposit, the deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-05-74 Ref: Customer's name.
- 2.9 We reserve the right to pass through any element of EMR-related charges in the event at any time where:
 - 2.9.1 The actual charges to Corona increase by more than 5 times the lowest rate of the Consumer Price Index (CPI) in the four quarters immediately preceding the Contract Date; or
 - 2.9.2 Forecast or published charges for any period increases from that at the Contract Date
- 2.10 We reserve the right to vary the non-commodity elements of the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM's Targeted Charging Review and/or where the final costs deviate from any estimates to an extent which we could not reasonably have foreseen.

3 Payment

- 3.1 We will invoice you on a monthly basis for electricity supplied by e-billing. Should you require a paper invoice, there will be an additional charge. You must pay each invoice in full within 10 days of the date of invoice (unless agreed otherwise in the Particulars). You are not obliged to pay us if you have a genuine bona fide dispute, in which case any amount not in dispute should still be paid. If you fail to pay any sum that is due on time we may charge interest at the rate of 4% above the base lending rate of Lloyds TSB Bank plc, as well as make a late payment administration charge per invoice in accordance with the levels set out in the Late Payment of Commercial Debts legislation and regulations. Where any amounts are outstanding, we may prevent you transferring to another electricity supplier by lodging an objection (irrespective of your termination rights).
- 3.2 All prices are exclusive of VAT, CCL, and any other similar taxes which will be added to your invoices where appropriate and at the appropriate level. You are responsible for providing any applicable exemption certificate. If you do not provide the appropriate certificate the tax will be charged at its full rate until such time as you do provide a certificate.
- 3.3 All payments must be made by direct debit unless stated otherwise in the Particulars. Failure to do so may result in termination of the Agreement or an increase in the Contract Price by 1p/kWh.
- 3.4 Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes.

4 Meter Reading, Access and Maintenance

- 4.1 Unless otherwise requested by the Customer, the Supplier will make arrangements to provide metering services appropriate for each Site. Any Meter which is not the responsibility of the Supplier must provide data in a form compatible with the metering reading agency and Supplier's IT systems.
- 4.2 The Customer shall allow the Supplier, the Distributor 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 electricity, water, drainage and protection as the Supplier or the Distributor or their respective agents may reasonably require.
- 4.3 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



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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 Electricity. 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.

- 4.4 If the Meter is not owned by the Transporter/Distributor or the Customer (or by a meter operator appointed by 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.
- 4.5 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 Distributor 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 Distributor and their respective agents.
- 4.6 We reserve the right to remove any meter and replace it. We also reserve the right to operate the meters in a manner that enables us to provide the supply to you including, but not limited to, operating smart meters in dumb mode or fitting AMR in accordance with clause 5.

5 Automatic Meter Reading

- 5.1 You may request that we install an AMR device at your Site(s). All such requests will be subject to Site surveys and agreement between us and you before installation takes place.
- 5.2 Installation of AMR devices or smart Meters is subject to a Site survey. If we can install our standard AMR device without additional work then there will be no additional charge to you. If additional work is required or we need to install a different device or a smart meter we will discuss the options with you before proceeding.
- 5.3 We reserve the right to install either an Automated Meter Reading ("AMR") device or smart meter at your Site(s) and you agree to allow us to do this.
- 5.4 If you have a smart meter or AMR device at any of your Sites you consent to us obtaining consumption data for periods of less than 1 month. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You can ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.

6 Safety and Emergencies

- 6.1 You undertake not to use electricity in any way likely to risk any person's health and safety or to risk any damage to property.
- 6.2 If there is a problem with your supply, you should contact your Distributor which is named in the Particulars. You will find contact details for your Distributor on your invoices or on our website.
- 6.3 You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant wires, connections and apparatus downstream of the Meter and for paying any call out or repair costs in connection therewith.
- 6.4 You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of electricity where there is an emergency or where such instruction is given pursuant to obligations imposed on us by law, regulation or under our supplier's licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act 1976.
- 6.5 You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 4 and 6 of this Agreement.

7 Change of ownership and De-Energised or Disconnected Sites

- 7.1 You acknowledge that we have given you the benefit of a fixed price in expectation that it would be paid in full for the whole of the Fixed Price Period, that the Contract Price has been calculated on this basis and that we have incurred costs accordingly. However, if you intend to leave the Site during a Fixed Price Period, we will allow you to terminate the Agreement early on the following conditions: (a) you must give us at least one month's written notice, stating the date you intend to leave, your new address, and the name and current address of the proposed new owner or occupant; and (b) you must provide a Meter reading on the date you leave.
- 7.2 If during a Fixed Price Period you cease to use electricity at any Supply Point, we will still need to charge you for costs incurred by us in relation to the Supply Point for the remainder of the Fixed Price Period which for new connections will include a proportion of the cost of the supply and installation of any meters as this has been spread across the initial term of the contract. You can ask us to de-energise or disconnect the Supply Point which may reduce these costs.

8 Liability and Force Majeure

- 8.1 Save under clauses providing for indemnities or payments to be made, neither of us shall be liable (whether in contract or in tort) to the other for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Agreement or from any negligent act or omission hereunder.
- 8.2 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



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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.

- 8.3 We accept no liability for any loss or damage arising out of any act or omission of the Distributor, Transporter or their agents in the performance of its obligations, whether or not acting as our agent.
- 8.4 In any event, our liability under this Agreement shall not exceed the value of the Estimated Annual Consumption of electricity at the then Contract Price in the year the liability arises.
- 8.5 Nothing in this clause 8 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either party in respect of death or personal injury caused by that party's negligence.
- 8.6 If due to any circumstance beyond the reasonable control of one party to this Agreement it is not practicable for the affected party to perform any of its obligations, such obligations (other than to make payments) shall be suspended to the extent that and for so long as such impracticability continues.

9 Termination

- 9.1 Either party may terminate this Agreement at the end of any Fixed Price Period by giving the other party at least two months' prior written notice. The notice can be served at any time as long as it is received two months before the end of the Fixed Price Period.
- 9.2 Any termination notice should be in writing and either sent by post to Corona Energy, Building 2, Level 2, Croxley Park, Watford, WD18 8YA or via email to power.terminations@coronaenergy.co.uk You will be able to transfer to another supplier provided this has been done and the Fixed Price Period has come to an end (subject to there being no outstanding amounts on your account). You should also refer to clause 10.7 below if taking this option. We are entitled to prevent you transferring to another supplier unless such notice has been duly given and the relevant Contract Period will have expired at the time of the proposed transfer.
- 9.3 We may terminate this Agreement forthwith by written notice to you at any time if:
 - 9.3.1 you are in material breach of your obligations hereunder and fail to remedy the same (where remediable) within 14 days after receiving written notice of the breach from us requiring the breach to be remedied; or
 - 9.3.2 you cease to trade or enter into liquidation whether voluntarily or compulsorily or compound with your creditors or have a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over your assets or undertaking or any part thereof, or if any action, petition, application or proceeding is initiated or resolution passed relating to any of such matters; or
 - 9.3.3 any invoice shall remain unpaid for more than seven days beyond its due date (except in the case of a bona fide dispute notified in writing), or
 - 9.3.4 in respect of any or all Supply Points if we are not permitted to continue to supply electricity to those Supply Points because to do so would infringe the terms of our supplier's licence or other regulatory conditions or constraints, or if OFGEM appoints a supplier of last resort in respect of those Supply Points.
 - 9.3.5 in our reasonable opinion, you may be unable to meet your obligations under the Agreement and/or the financial position of you and/or your ultimate parent company have deteriorated to a level unacceptable to us, provided in each case that we shall have given 14 days' notice of such opinion to you during which time you shall have failed to provide adequate financial security in respect of your obligations on terms satisfactory to us.
 - 9.3.6 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.
- 9.4 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.
- 9.5 If we terminate the Agreement under Clause 9.3, in addition to any sums payable under Clause 9.4 you agree to indemnify us against any losses and expenses incurred in respect of such termination, including (without limitation) any losses incurred in disposing of the electricity bought to meet your Estimated Consumption demand for the outstanding Fixed Price Period.

10 General

- 10.1 By entering this Agreement, you are agreeing to enter into an agreement between your Distributor and you the terms of which are set out in the National Terms of Connection. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site.
- 10.2 Title to and risk in the electricity passes to you at the Supply Point.
- 10.3 You consent to personal data about you being stored and processed by us and our affiliated companies for the purposes of credit control, fraud prevention and marketing, and for the normal processing of your account. We may record or monitor telephone calls from or to you for training and/or security purposes.



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- 10.4 You may not transfer or assign this Agreement or any of your rights or responsibilities under it without first obtaining our prior written consent. You agree that, on prior notice to you, we may transfer or assign our rights and obligations hereunder to any person authorised to supply electricity. Further, you acknowledge and agree that we may transfer, sell, pledge, encumber, assign, declare a trust over and/or sub-participate any or all revenues and proceeds arising from or in connection with this Agreement and your account in connection with any financing or other financial arrangements ("**Financing**") without any requirement to notify you of such transaction. You further agree that we and/or our affiliates shall, solely for the purposes of, and in connection with, the Financing, be permitted to disclose any information to the providers of the Financing, their agents and advisers. Upon any such transfer, sale, pledge encumbrance, assignment, trust and/or sub-participation, we shall remain liable for and shall not be relieved of or discharged from any obligations owed to you hereunder.
- 10.5 You warrant that you have the right to enter into this Agreement, that the supply of electricity hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Agreement is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
- 10.6 Except where specifically stated, this Agreement creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.7 Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under clause 9.2 or provision of a final read under clause 7.1, the party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt, please contact us to ensure your notice has been received.
- 10.8 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.
- 10.9 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.
- 10.10 We may vary any of the terms of this Agreement to reflect industry changes on giving you not less than 2 months' prior written notice.
- 10.11 Headings in this Agreement are for convenience only and have no legal meaning or effect.
- 10.12 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.
- 10.13 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.
- 10.14 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.
- 10.15 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.