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First-tier Tribunal Property Chamber
(Residential Property)

Ref no. (for office use only)

Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees).

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

If you want to be sent online banking payment details by email, please tick this box

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name: Freebridge Community Housing Limited

Capacity: Freehold Owner

Address (including postcode):

[REDACTED]

Address for correspondence (if different from above):

N/A

Telephone:

Day:

[REDACTED]

Evening:

Mobile:

Email address:

N/A

Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

[REDACTED]

Reference no. (if any)

[REDACTED]

Address (including postcode):

[REDACTED]

Telephone:

Day:

[REDACTED]

Mobile:

Email address:

[REDACTED]

Fax:

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

See Schedule 1

4. BRIEF DESCRIPTION OF BUILDING (e.g.2 bedroom flat in purpose built block of 12 flats)

Various retirement schemes containing either purpose built flats or individual bungalows, as more particularly described at Schedule 2.

3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day: Evening: Mobile:

Email address: Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

N/A

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

 Yes No

If Yes, have the works started/been carried out?

 Yes No

Does the application concern a qualifying long-term agreement?

 Yes No

If Yes, has the agreement already been entered into?

 Yes No

For each set of qualifying works and/or qualifying long-term agreements please

complete one of the sheets of paper entitled '**GROUNDS FOR SEEKING DISPENSATION**'**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

 Yes No

If Yes, please give details

The Applicant is making, alongside this Application, an Application under s.27A for a determination of reasonableness and payability of service charges relating to the costs incurred and to be incurred in respect of gas and electric.

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

Yes No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

Fast Track
 Standard Track

Is there any special reason for urgency in this case?

Yes No

If Yes, please explain how urgent it is and why:

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

N/A

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed: _____

Dated: 26.10.2023

GROUND FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant has seventeen Sheltered schemes where tenants are service charged for personal and/or communal gas and electric. In addition, personal utility charges are in respect of heating and hot water provided to individual flats by a communal heating system.

The Sheltered schemes were originally built by the Borough Council of Kings Lynn and West Norfolk, however was transferred to the Applicant as part of a Large Scale Voluntary Transfer (LSVT) which occurred on 3 April 2006.

In 2018 the Applicant entered into three year contract for the supply of gas and electricity, with Total Gas and Power for gas and Opus Energy for electric, which expired in September 2021. At that time energy prices had started to rise rapidly.

Due to the volatility of energy prices at that time, the Applicant decided not to renew their contract on a fixed rate, but instead chose to engage suppliers on 'out of contract' variable rates until such a time as energy prices stabilised.

In early February 2022, the Applicant entered into a six month contract which secured lower prices for both gas and electric. It was hoped that energy prices would stabilise over the life of this contract and a new longer term contract could then be entered into. Unfortunately, on 24 February 2022, Russia invaded Ukraine and prices for gas and electric increased very sharply.

Prior to the expiry of the 6 month contract, the Applicant started to look at the option of securing a longer term contract for its gas and electric.

The Applicant entered into a traditional fixed term contract for its gas and electric supply. The Applicant believes that this type of contract offers good value for money, as the market conditions at the point of contract were particularly volatile as a result of global pressures caused by the war in Ukraine with prices changing on an hourly basis. Entering into a contract offers the residents some stability in prices over the contract term and enables the residents to take advantage of "economies of scale" through the Applicant's purchasing power.

The problem for the Applicant following the Section 20 consultation procedure is that it would be obliged to comply with EU Procurement Regulations which require a "standstill" period of ten days between the decision to award the contract and the signing of the contract. The energy market does not operate in this way. Quotes provided by energy suppliers are only valid for the day they are provided due to the fact that the market changes daily and suppliers can technically pull the prices at any time if the market sees a jump. Accordingly, a quick decision is needed and very often only that decision has to be made in a matter of hours otherwise the price can change. Energy market open around 9am, quotes are obtained around midday and typically contracts have to be signed by 4.00pm

on the day of the quote to secure the price quoted.

It is impossible for the time periods for consultation laid down in section 20 LTA 1985 to be followed, since the quote price cannot be held for the period necessary to carry out the consultation. Hence the necessity for this application. The purpose of entering into this long term agreement at a fixed price for the supply for energy was to ensure, as far as reasonably possible, that the best price was achieved for that supply.

As the cost per leaseholder is likely to exceed £100.00 per annum in most cases, this contract will be a qualifying long term agreement and dispensation under s.20ZA Landlord and Tenant Act 1985 will be necessary.

2. Describe the consultation that has been carried out or is proposed to be carried out.

Due to the nature of energy procurement, the Applicant is unable to comply with the consultation requirements in s.20 Landlord and Tenant Act 1985. The nature of the market is such that, where energy prices fluctuate dramatically, as has been the case recently due to varied political and economic factors, failure to act promptly in securing a fixed contract can lead to engaging suppliers on less favourable terms at a later date. Given that the consultation timescales provide a mandatory delay of 30 days at each stage to allow lessees to respond, it would have been impossible for the Applicant to have complied with the consultation requirements under s.20 Landlord and Tenant Act 1985.

3. Explain why you seek dispensation of all or any of the consultation requirements.

Schedule 2 of the Service Charges (Consultation Requirements) regulations 2003 sets out the consultation requirements for qualifying long term agreements for which public notice is required. These regulations require a notice of intention to be sent to each tenant and recognised residents association, facilities for inspection of documents and impose a duty to have regard to residents' observations, followed by a detailed preparation of a landlord's proposal. This proposal should include the observations of the tenants and amount of estimated expenditure; and also allow a period of 30 days for tenants to make observations, to which the Landlord must have regard prior to entering into the contract.

The most pressing matter concerning the procurement of energy is the timescales involved in purchasing a commodity which operates differently to a typical procurement exercise for works. In procuring energy contracts, the procuring party only has a small time frame within which to accept the tendered price for the commodity being procured, typically this is a matter of a few hours. Because of considerable fluctuations in prices, suppliers were unwilling to hold open prices for any longer than normally 4pm of the day of the quote.

As a result of this it was not possible to offer a 30 day consultation period between obtaining estimated costs and entering into the contract. The Applicant therefore seeks dispensation from all of the requirements of Schedule 2 Service Charge (Consultation Requirements) (England) Regulations 2003.

It is perhaps worth remembering the statutory provisions by which the Tribunal are empowered to grant dispensation. That power derives from section 20ZA(1) and provides that the Tribunal may make a determination "if satisfied that it is reasonable to dispense with the requirements".

In *Daejan Investments Limited v Benson and others* [2013] UKSC 14 the majority of the Supreme Court held that the existence or absence of prejudice to lessees due to non-compliance with the Regulations is the fundamental (and normally sole) consideration for a Tribunal when considering whether to grant dispensation.

Daejan concerned qualifying works; however the principals apply equally to Qualifying Long Term Agreements. The majority confirmed that the obligation to consult has two purposes, being the means to the end of protecting lessees from (a) paying for inappropriate works, or (b) paying more than would be appropriate. As Lord Neuberger stated, the first of these purposes is encapsulated in section 19(1)(b), and the second in section

19(1)(a). The obligation to consult, in sections 20 and 20ZA, is “intended to reinforce, and to give practical effect to, those two purposes.” . As he then said:

“Thus, the obligation to consult the tenants in advance about proposed works goes to the issue of the appropriateness of those works, and the obligations to obtain more than one estimate and to consult about them go to both the quality and the cost of the proposed works.”

Consistent with this approach, in considering dispensation requests, the Tribunal should focus on whether the failure, or inability, to comply with the Regulations has caused, or will cause, lessees prejudice, either by having to pay for inappropriate works/services, or by having to pay more than would be appropriate. As Lord Neuberger said, it follows that in a case where the extent, quality and cost of the works/services is not affected by the failures, or inability, to comply with the Regulations, it is hard to see why dispensation should not be granted.

The Applicant submits that there can be no complaint from the proposed Respondents that the supply of electricity to communal areas or gas to communal boilers is an inappropriate service and the inability for the Applicant to consult under the Regulations cannot have caused the Respondents to suffer any relevant prejudice.

In fact, by acting promptly to secure a fixed contract energy price, the Applicant has managed to secure for lessees an average saving of £12.58 per kilowatt hour on gas bills, and £15.11 per kilowatt hour on electricity bills over the period from February 2022 to present. In addition, the Applicant's securing of the Long Term Agreement has qualified lessees for the Governmental Energy Bill Relief Scheme, which has provided further discounts of £9.1 per kilowatt hour and £34.50 per kilowatt hour for gas and electricity respectively for the period October 2022-March 2023. A breakdown of the periodic savings passed down to lessees is recorded at Schedule 3.

ANNEX: Addresses of Tribunal Regional Offices**NORTHERN REGION**

HM Courts & Tribunals Service
 First-tier Tribunal (Property Chamber) Residential
 Property, 1st Floor, Piccadilly Exchange, Piccadilly
 Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
 First-tier Tribunal (Property Chamber) Residential
 Property, Centre City Tower, 5-7 Hill Street,
 Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
 First-tier Tribunal (Property Chamber) Residential
 Property, Cambridge County Court, 197 East Road
 Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire,

Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

Reference	Customer 1	Customer 2	Address	Postcode
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Schemes

The Paddock



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 32 flats. Built in 1983 and renovated in 2008. Sizes studio, 1 bedroom, 2 bedroom.
- Non-resident management staff and careline alarm service
- Lift, lounge, laundry, guest facilities, garden.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Freebridge Haven



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 35 bungalows. Built in 1964 and renovated in 2009. Sizes 1 bedroom, 2 bedrooms.
- Resident management staff, Visiting management staff (on call team) and careline alarm service.
- Lounge, laundry, guest facilities.
- Both cats & dogs generally excepted.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Prince Henry Place



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 27 bungalows. Built in 1985 and renovated in 2008. Sizes 2 bedroom. Includes mobility standard properties.
- Non-resident management staff and careline alarm service
- Lounge, laundry, garden, community centre.
- Both cats & dogs generally excepted.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Southfields



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 26 bungalows. Built in 1990 and renovated in 2008. Sizes 1 bedroom, 2 bedrooms. Includes mobility standard properties.
- Non-resident management staff and careline alarm service
- Lounge, laundry, garden, conservatory.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Beaupre Hall



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 25 flats, bungalows. Built in 1973. Size studio, 1 bedroom, 2 bedrooms.
- Non-resident management staff and careline alarm service
- Lounge, laundry, guest facilities, garden, activities room.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Clement Court



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 18 flats. Built in 1971. Size studios, 1 bedroom.
- Non-resident management staff and careline alarm service
- Lounge, laundry, guest facilities, garden, community centre. 3 shared bath & shower rooms for people with limited mobility.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Waterside



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 69 flats, bungalows. Built in 1987. Size studio, 1 bedroom, 2 bedrooms, 3 bedrooms.
- Non-resident management staff and careline alarm service
- Lift, lounge, dining room, laundry, guest facilities, garden, community centre.
- Both cats & dogs generally accepted (in bungalows only).
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Orchard close



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 28 bungalows. Built in 1974 and renovated in 2009. Sizes 1 bedroom.
- Non-resident management staff and careline alarm service
- Lounge, guest facilities, garden.
- Both cats & dogs generally accepted.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Neville Court



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 32 flats. Built in 1987 and renovated in 2008. Size studio, 1 bedroom, 2 bedroom. Includes mobility standard properties.
- Visiting management staff (emergency on call/relief), Non-resident management staff and careline alarm service.
- Lift, lounge laundry, guest facilities, garden, community centre.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Sutton Lea



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 30 bungalows. Built in 1980 and renovated in 2009. Sizes studio, 1 bedroom.
- Resident management staff and careline alarm service.
- Lounge, guest facilities, garden.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Sunnyside close



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 30 bungalows. Built in 1963 and renovated in 2009. Sizes 1 bedroom, 2 bedrooms.
- Non-resident management staff and careline alarm service
- Lounge, guest facilities, garden, activities room
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Columbia Way



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 27 bungalows. Built in 1964 and renovated in 2009. Sizes 1 bedroom, 2 bedrooms.
- Non-resident management staff and careline alarm service
- Lounge, guest facilities, garden.
- Both cats & dogs generally accepted.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Emmerich Court



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 31 flats, bungalows. Built in 1983 and renovated in 2009. Sizes 1 bedroom, 2 bedrooms. Includes mobility standard properties.
- Non-resident management staff and careline alarm service
- Lift, lounge, laundry, guest facilities, garden, community centre
- Both cats & dogs generally accepted (in bungalows only).
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Grove Gardens



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 28 flats, bungalows. Built in 1973. Size studios, 1 bedroom.
- Non-resident management staff and careline alarm service
- Lift, lounge, laundry, guest facilities, garden
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Henry Bell Close



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 37 Bungalows. Built in 1957 and renovated in 2009. Sizes 1 bedroom, 2 bedrooms.
- Non-resident management staff and careline alarm service
- Lounge, garden
- Both cats and dogs generally accepted, but not to be replaced.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Horsley's Court



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 36 flats, bungalows. Built in 1976. Size studio, 1 bedroom, 3 bedrooms.
- Non-resident management staff and careline alarm service
- Lounge, laundry, guest facilities, garden.
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Windsor Park



- Retirement Housing
- Tenure(s): Rent (social landlord)
- 39 flats, bungalows, houses. Built in 1972 and renovated in 2009. Sizes 1 bedroom, 2 bedrooms.
- Visiting management staff, Non-resident management staff (part time) and careline alarm service.
- Lift, lounge, laundry, garden
- Housing Authority: Kings Lynn and West Norfolk
- Social Care Authority: Norfolk

Gas

Date	Contract rate pKWh	Out of contract rate pKWh	Supplier
October 2018 - September 2021	2.48	11.84	Total Gas & Power
October 2021 - January 2022	11.84	11.84	Total Gas & Power
February 2022 - October 2022	8.38	11.84	Total Gas & Power
October 2022 Onwards	17.73	26.85	Total Gas & Power
EBRS Discount. Applied to bills from October 2022 - March 2023	-9.1		

Electric

Date	Contract rate pKWh	Out of contract rate pKWh	Supplier
October 2018 - September 2021	16.77	45.67	Total Gas & Power
October 2021 - January 2022	45.67	45.67	Total Gas & Power
February 2022 - October 2022	34.01	45.67	Total Gas & Power
October 2022 Onwards	68.30	71.75	Total Gas & Power
EBRS Discount. Applied to bills from October 2022 - March 2023	-34.50		



**Property Chamber
Eastern Residential Property
First-tier Tribunal**

HMCTS Cambridge County Court, 197 East Road, Cambridge, Cambridgeshire, CB1 1BA
Telephone: 01223 841 524
Facsimile:
E-mail: rpeastern@justice.gov.uk
DX: 97650 Cambridge 3

██████████
One London Wall
Barbican
London
EC2Y 5EA

Your ref: ██████████
Our ref: ██████████

Date: 27 November 2023

Dear Adams

RE: Landlord & Tenant Act 1985 - Section 20ZA)

**PREMISES: Various Properties of Freebridge Community Housing, 2
Emmerich Court, Kings Lynn, PE30 1RF**

I am writing to acknowledge receipt of your recent application in respect of the above address. The application was received on 13 November 2023. This will in due course be copied to all other parties to the proceedings and possibly to others likely to be affected by the application.

I also acknowledge receipt of your BACS payment in the sum of £100.

Attached is a copy of our service standards. Our guidance on procedure booklet can be viewed on our website: <https://www.gov.uk/housing-tribunals>. If you would prefer a hard copy, please let me know.

I will write to you again shortly.

Yours sincerely

**Mrs Lovinah Ebenezer-Ogbodo
Case Officer**



PROPERTY CHAMBER SERVICE AND STANDARDS

You are entitled

- to courtesy and helpfulness from tribunal judges and members, and from HMCTS staff;
- to be treated without discrimination;
- to expect your case to be treated impartially and with fairness to both sides;
- to state your case in writing or at a hearing;
- to have the same documents as the other party;
- to a decision and the reasons for the decision, which will be sent to you in writing.

General standards

- We aim to provide clear, straightforward information about our service, including where to go and what to do if you need help.
- If you telephone to request forms we will respond within two days.
- If you wish to inspect the register of members' interests, we will make an appointment for you to look at it at the relevant office.
- If your hearing is delayed we will keep you regularly informed.
- We will tell you about your rights to appeal.

Telephone standards

- We aim to answer the telephone between the hours of 9am and 5pm, Monday to Thursday and 9am and 4.30pm on Friday.
- We will deal with the query if we can; if we cannot, we will pass you on to the appropriate person or section.
- We will tell you whom we are transferring you to.
- If we need to find papers or files, we will offer to ring you back.
- We will offer to take a message if the correct person is unavailable and ask them to call you back.

To help you

- user-friendly guidance is available on our procedures and jurisdictions; these are available on our website: <https://www.gov.uk/housing-tribunals>; please note that HMCTS staff can only offer information, not legal advice, about your case;
- pro bono legal advice schemes are available in some areas, and in some types of case, we offer a mediation service.

Special requirements

If you, or anyone coming to a tribunal with you, have a disability or a particular need, we can make reasonable adjustments to help you use our service. You should contact the office dealing with your case as soon as possible to discuss your requirements with them.

We can provide the following:

- Foreign language and sign language interpreters at the tribunal hearing;
- Accessible offices for people with disabilities. If necessary, we will move the location of a case in order to provide these.

If written material is required in a language other than English, or in a more accessible format (eg large print, or Braille) then a request should be made to the HMCTS office administering your case.

In return, we ask you

- to give us accurate information;
- to be courteous to our staff, judges and members; please note that we do not tolerate offensive or discriminatory behaviour or language;
- to quote your case reference number on all correspondence, once your application has been made;
- if you change your address or representative, to inform us in writing immediately;
- to attend the tribunal on the day fixed for your hearing.

Complaints

The leaflet [Unhappy with our service – what can you do?](#) sets out how you can complain about any aspect of our administration, and is available from the HMCTS office that is administering your case.

Any complaint concerning a judge or tribunal member will be dealt with under The Judicial Conduct (Tribunals) Rules 2014 and should be sent to the Regional Judge for the region in which your case is being dealt with, within three months of the latest event or matter complained of.

Please note that we cannot consider any complaint about a decision made by the Tribunal, since this can only be dealt with by way of a formal appeal to the Upper Tribunal.



HM Courts
& Tribunals
Service

**Property Chamber
Eastern Residential Property
First-tier Tribunal**

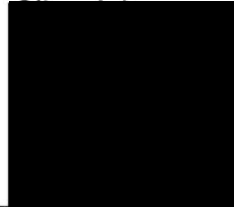
HMCTS Cambridge County Court, 197 East Road, Cambridge, Cambridgeshire, CB1 1BA

Telephone: 01223 841 524

Facsimile:

E-mail: rpeastern@justice.gov.uk

DX: 97650 Cambridge 3



||



Dear Adams

RE: Landlord & Tenant Act 1985 - Section 20ZA)

**PREMISES: Various Properties of Freebridge Community Housing, 2
Emmerich Court, Kings Lynn, PE30 1RF**

The Tribunal has completed its preliminary consideration of the case papers and has made the enclosed directions order. Please read the document carefully and make a note of the relevant dates. **It is important that you comply with the orders that apply to you.** Failure to do so may result in your case being struck out or you being prevented from taking further part in the proceedings. You may also be at risk of a costs order being made against you.

If you write to the Tribunal, you must send a copy to the other parties and ensure it is clear from your letter or email that this has been done. If you fail to do so, no action will be taken on your letter until it is clear the other parties have been sent a copy.

Further, all correspondence to the Tribunal regarding the above application should be in writing and marked for the attention of the case officer. Any application for variation of the directions order (such as a request for an extension of time) must be made in writing, asking that it be referred to the Judge for consideration. You should normally seek to agree any proposed variation with the other parties before you apply to the Tribunal.

If the Tribunal has decided to hold a hearing, the first step is to confirm whether you have any dates to avoid for the hearing window given in the directions. Once the date for providing that information has passed, the tribunal will list the hearing and adjournments will only be permitted in exceptional circumstances outside your reasonable control.

Yours sincerely

**Ms Samantha Cottrell
Case Officer**



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference	:	CAM/33UE/LDC/2023/0056
Applicant	:	Freebridge Community Housing Limited
Representative	:	Birketts (Clive Adams)
Respondents	:	All leaseholders and tenants of dwellings at the Properties who may be liable to pay a service charge towards costs incurred under the proposed energy agreement
Properties	:	All properties which may directly or indirectly be charged for gas and/or electricity under the proposed energy agreement
Tribunal member	:	Mary Hardman FRICS IRRV(Hons)
Date of directions	:	3 January 2024

**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF
THE LANDLORD AND TENANT ACT 1985**

- Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.
- These directions are formal orders and must be complied with. The parties are referred to the Tribunal Procedure (First-tier Tribunal) Rules 2013.
- If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the 2013 Rules.
- If a respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against them pursuant to rules 9(7) and (8) of the 2013 Rules.

- **Non-compliance could also result in the tribunal making a determination on costs pursuant to Rule 13 of the 2013 Rules.**

Application

- (1) In this application, the applicant landlord seeks dispensation with the statutory consultation requirements in respect of a qualifying long-term agreement (“QLTA”). The applicant has entered into the QLTA for the supply of energy from about October 2022. This includes supply of personal and communal gas and electricity and personal utility charges in respect of heating and hot water provided to individual flats as part of a communal heating system, as explained in the application documents.
- (2) The applicant says significantly better prices were available if the applicant was able to accept a quotation (enter into an agreement) for supply of energy for a minimum term of more than one year. They say it was not possible to comply with the consultation requirements because such quotations have very short time limits for acceptance.
- (3) No details of the agreement have been provided with the documentation beyond that the supplier is Total Gas and Power and a short summary of the difference between the contract rate and out of contract rate said to have been achieved under the agreement.
- (4) The applicant indicates that energy is supplied under the proposed agreement to properties (flats or other dwellings) in some 17 sheltered housing developments. The applicant appears to have identified in the application (pages 13-35), the leaseholders and tenants of such properties who may through the service charge under their lease or tenancy agreement be asked to pay under the proposed energy agreement. However it is not clear whether the lists include all leaseholders and tenants, or only those who may be required to pay more than £100pa under the proposed agreement.
- (5) To seek to avoid any potential issue about this (because the consultation requirements appear to provide for notices to be sent to all tenants) or delay as a result, they will under the following directions need to notify all leaseholders and tenants who may be liable to pay a service charge (irrespective of amount) towards costs incurred under the proposed energy agreement. However, if they say this is impractical and they wish to take any risk in this respect by notifying only those whose contributions might otherwise be capped at £100 per service charge year, they can apply to the tribunal by **24 January 2024** for further or revised directions.
- (6) These directions are given on the assumption that the applicant wishes to make the requisite documents (see 2. below) available on its website, so that it only needs initially to send explanatory letters to the relevant leaseholders and tenants. Again, if the applicant seeks any variation of these directions, they must apply to the tribunal by **24 January 2024**.

- (7) The only issue for the tribunal in this application is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (8) Any communication to the tribunal should if possible be by email to rpeastern@justice.gov.uk, quoting the case reference and property address and copied to the other active parties, but unless otherwise directed hard copy bundles will be required as set out below.

DIRECTIONS

1. The tribunal will determine this application on or after **13 March 2024** based on written representations, unless by **21 February 2024** any party makes a request for an oral hearing, or the tribunal decides on review of the bundle directed below that a hearing is necessary. If any party requests or the tribunal directs an oral hearing it shall take place on a date to be advised.

Service of documents

2. By **31 January 2024**, the **applicant landlord** must take the following steps:
- a) write to each of the respondents by email, hand delivery or first-class post, setting out the following:
 - i. informing them of the application;
 - ii. providing a copy of these directions;
 - iii. advising them that a copy of the application and all supporting documents (with personal details deleted) and a copy of these directions together with a copy of the QLTA or the key parts of it (including the parties, its precise dates/duration, and the scope of services or a summary) are available online, advising them of the URL address and any details needed to view and download copies, and notifying them that any response to the application needs to be made by **21 February 2024**;
 - iv. informing the respondents that if they wish to receive a printed copy of the application documents and these directions and a copy of the QLTA or the key parts of it as set out in 2.a) (iii) above they should write to the applicant, who will then send printed copies (again, with any personal details deleted);
 - v. advising the respondents that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after **20 March 2024**; and

- b) Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

Any opposition to the application

3. Those respondents (leaseholders or tenants) who **oppose** the application shall by **14 February 2024** send to the **applicant landlord**:
 - a) The reply form attached to these directions, completed by the relevant respondent; and
 - b) A statement in response to the application, with copies of any evidence and other documents upon which they wish to rely.

Notification of any request for a hearing

4. If any respondent requests a hearing, or the applicant wishes to request a hearing, the applicant must as soon as possible apply to the tribunal for further directions, with their dates to avoid and all dates to avoid provided for **April and May 2024**.

Bundle for the determination

5. The applicant landlord shall prepare a bundle of documents in accordance with the annexed guidance. The bundle must contain all the documents on which the applicant landlord relies, including copies of:
 - a) the documents sent and made available to the respondents in accordance with paragraph 2(a) of these directions;
 - b) the confirmation sent in accordance with paragraph 2(b) of these directions;
 - c) any further directions; and
 - d) copies of any replies, statements and other documents from the respondents (there is no need to include any communication which only requests paper copies of the application documents without opposing or making any comment in relation to the application, if there is a large number of such requests, but it may be useful to have confirmation of how many such requests were made).
6. By **28 February 2024** the applicant must:
 - a) upload a copy of the bundle to their (or the relevant) website;
 - b) write to each of the respondents who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle and, if they request one, a paper copy of the bundle;

- c) send to the tribunal a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]"; and
- d) deliver **two** hard copies of the bundle to the tribunal. If any respondent opposes the application, the tribunal will require an **additional** hard copy of the bundle.

General

7. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented respondent, and to any unrepresented or other respondent, who have completed and returned the reply form attached to these directions. The applicant may wish to send copies of the decision directly to all respondents, but unless otherwise directed that will be a matter for them.
8. In any event, the applicant landlord shall place a copy of the tribunal's eventual decision on dispensation together with an explanation of the appeal rights on their (or the relevant) website **within seven days of receipt** and shall maintain it there for at least three months, with a sufficiently prominent link to both on their home page.

GUIDANCE FOR PREPARING BUNDLES

Format

- *hole punched in an A4 lever arch file (or fastened with treasury tags)*
- with an index on the first page
- **numbered page by page**, preferably at the bottom right of each page (remember you and the tribunal will need to refer to these page numbers to quickly direct everyone to each item to be discussed)
- in **date order**, earliest to latest, where practicable (especially correspondence and other relevant documents e.g. accounts, invoices, bank statements)
- *use a sensible number of section dividers/tabs (usually between 5 and 30) between key sections/documents (e.g. between statements of case)*
- do **not** use plastic wallets
- all contents should be A4 (unless you need to include A3 documents to make them legible; if so, punch one side only and fold them so they can be opened and read easily)

Contents

- as set out in the case management directions (including the application form, directions/orders, each party's statement of their case, witness statements, the lease or tenancy agreement where relevant, relevant reports/documents and all other documents which you or the other parties rely on)
- use good quality copies of all documents and **colour** copy plans/photographs
- you may wish to include a chronology
- try to present e-mails as individual items, not long chains, and leave out irrelevant automatic disclaimers/notices at the end of e-mails
- avoid duplicates or irrelevant correspondence

Agreeing the bundle

- the party responsible for preparing the bundle should send a draft index to the other party in good time in advance; the parties must co-operate in seeking to agree what the bundle should contain

General

- Remember that only those documents sent in properly prepared bundles are likely to be before the tribunal at the full hearing
- It can be appropriate to have separate bundles (e.g. one for the application, orders, witness statements and so on, and one for the documentary evidence such as accounts, invoices, bank statements, if this is bulky)
- If the tribunal has given permission for electronic bundles, they should be prepared as above (apart from the items in italics). They should be in PDF format. A large PDF bundle may be split into two for e-mail transmission.
- If you wish to produce video evidence, you will need to liaise with the tribunal in advance to ask to arrange this.

Reply Form for leaseholders/tenants

Case Reference:	CAM/33UE/LDC/2023/0056
Property:	Freebridge Community Housing - properties in Kings Lynn and West Norfolk (QLTA and works)
Individual property address :	

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form by e-mail to the **applicant**.

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to have an oral hearing? If so, please provide your dates to avoid below.	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

If you have requested a hearing, please provide below your dates to avoid for the period from April to May 2024.

Dates to avoid:	
------------------------	--

Statement of: [REDACTED]
Statement on behalf of: Applicant
Statement dated: 1 March 2024
Statement No: 1
Exhibits: SB01 – SB09

IN THE FIRST-TIER TRIBUNAL

PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

**IN THE MATTER OF VARIOUS PROPERTIES WHICH MAY BE DIRECTLY OR
INDIRECTLY CHARGED FOR GAS AND/OR ELECTRICITY UNDER THE
PROPOSED ENERGY AGREEMENT**

Case Number: CAM/33UE/LDC/2023/0056

B E T W E E N:

FREEBRIDGE COMMUNITY HOUSING

Applicant

and

VARIOUS TENANTS

Respondents

=====

WITNESS STATEMENT OF SOPHIE BATES

=====

I, [REDACTED] Director of Operations employed by the Applicant of Freebridge Community Housing, Juniper House, Austin Street, King’s Lynn, Norfolk, PE30 1DZ, will say as follows:

1. I manage our Housing team which prepares and issues the service charges for tenanted properties, including personal and communal gas and electric charges.
2. I am the Director of Operations employed by the Applicant by whom I am duly authorised to make this witness statement in support of the application herein. The facts and matters referred to within this statement are within my own knowledge unless otherwise stated, and I believe the same to be true. Throughout this statement I shall be referring to various documents, individually exhibited, and the

reference to exhibit numbers corresponds with the exhibited page numbers of the documents produced.

3. This witness statement was prepared by the Applicant's solicitors, Birketts LLP, using documents and information provided by myself. I confirm that I have read and agree with the contents of this statement.
4. I make this statement in support of the Applicant's application to dispense with the consultation requirements in respect of a three year energy contract entered into on 1 October 2022.

Introduction and background

5. Freebridge has seventeen Sheltered schemes where tenants are service charged for personal and/or communal gas and electricity. Personal utility charges are for heating and hot water provided to individual flats by a communal heating system.
6. The schemes were originally built by the Borough Council of Kings Lynn and West Norfolk, ownership then being transferred to Freebridge Community Housing on 3 April 2006.
7. Under clause 5.1 of the Applicant's model Tenancy Agreement **Exhibit SB01** the tenant consents to pay Rent (and all other charges under the agreement. 5.11 explains that the estimated service charge will be payable in each year. 5.12 explains that the balancing charge from the prior year will also be payable.
8. The total service charge a tenant will be required to pay are listed under the heading 'Payments For Your Home' on page two of the Agreement and each tenant is provided with a breakdown of the total service charge showing the cost of all services received. **Exhibit SB02** and which provides for payment of either communal or personal gas and/or electricity consumption.

Grounds of Application

9. This Tribunal will be aware of the volatile nature of energy markets and how an already volatile market was thrown into complete disarray in February 2022 when Russia invaded Ukraine. The energy market went into meltdown with out of contract prices changing by the minute. Accordingly, the Applicant started the process of procuring a longer term energy contract in an attempt to cushion our residents from the volatility in the energy markets.

10. Under section 20 Landlord and Tenant Act 1985, tenants paying a variable service charge must be consulted before a Landlord enters into a contract which lasts for more than 12 months and will result in costs of more than £100.00 for a tenant in an account year ('Qualifying Long-Term Agreement').
11. Section 20ZA Landlord and Tenant Act 1985 provides the statutory framework by which a Tribunal can dispense with all or any of the consultation requirements in relation to Qualifying Long Term Agreement ("QLTA"), if the Tribunal is satisfied that it is reasonable to dispense with the requirements. In this application, the Applicant seeks to dispense with all of the s.20 consultation requirements relating to the procurement of two QLTA in respect of the supply of gas and electricity to communal boilers and communal parts of the Applicant's Estates. This Application does not force individual residents to change who supplies power to their individual flats.
12. The difficulty for the Applicant in following the Section 20 consultation procedure is that it would be obliged to comply with EU Procurement Regulations which requires a "standstill" period of ten days between the decision to award the contract and the signing of the contract itself. The energy market does not operate in this way as bids are requested and contracts signed by 4pm on the working day the contract costs are provided by bidding energy companies. The method of reconciling these conflicting situations is to use a third-party intermediary ("a TPI") to obtain bids from energy suppliers. The Applicant used a company called 'Inenco' for this purpose, a leading consultancy with over 50 years of energy management and sustainability experience. Inenco have extensive knowledge of the energy market and have tendered framework agreements with the major energy suppliers across Europe. Inenco went to the market to investigate which supplier would be able to provide the most competitive rates over a 4 year period. From their research, Inenco recommended Total Gas and Power as providing the best available rates and terms from all available energy suppliers. I produce as **Exhibit SB03** a true copy of the information provided by Ineco recommending Total Gas and Power as the cheapest rates in the market.
13. The Applicant provided Inenco with two Letters of Authority, true copies of which are produced at **Exhibit SB04** and **SB05**, one covering the supply of Gas and the other the supply of Electricity.
14. Inenco procured two contracts with Total Gas and Power, one for Gas and the other for the supply of electricity covering the sites as listed in the Application and these contracts were entered into from 1 October 2022. I produced at **Exhibit SB06** and **Exhibit SB07** true copies of the contractual documents comprising the pricing for the initial year of the contract and the terms and conditions. .

15. As can be seen from the contracts produced, the Applicant entered into a 4-year contract for our Gas and Non-Half Hourly (NHH) electricity supply through a capped portfolio contract following the expiry of the previous fixed price contract, Half Hourly (HH) electricity sites also moved into a portfolio contract from October 2023 at expiry of their fixed price contract.
16. As mentioned previously in this statement, when contracts were agreed the utility market was in a volatile state with prices at record highs, with no obvious signs of a downturn in prices. The Applicant needed budget certainty and to avoid the risk of being impacted by further predicted price rises in the market and also to protect our tenants as far as we possibly could in terms of negotiating the best deal available to us at the time. The figures below are the commodity only prices as the non-commodities are variable and subject to change by the supplier each year.
17. For the period 1st October 2022 – 30th September 2023 Freebridge's cost for NHH & Gas based on our average consumption was calculated at £1,057,321.61 (commodities only). If we hadn't entered the contract when we did we would have been at risk of paying market highs that would have totalled £1,594,710.16 (commodities only). By entering into the contract with Total Gas and Power Freebridge avoided the potential of having to pay an additional £537,388.55 (commodities only) for NHH & gas during this period.
18. For the period 1st October 2023 – 30th September 2024 Freebridge's expected cost for NHH, HH & Gas based on our average consumption is calculated at £683,741.02 (commodities only) if we hadn't entered the contract when we did we would have been at the risk of paying market highs of £1,308,926.04 (commodities only). By entering into contract the Applicant avoided the potential of having to pay an additional £625,185.02 (commodities only) for NHH, HH & gas during this period.
19. For the period 1st October 2025 – 30th September 2026 Freebridge's expected cost for NHH, HH & Gas based on our average consumption is calculated at £382,659.69 (commodities only) if we hadn't entered the contract when we did we would have been at the risk of paying market highs of £572,797.80 (commodities only). By entering into contract Freebridge avoided the potential of having to pay an additional £190,138.11 (commodities only) for NHH, HH & gas during this period.
20. Accordingly, over the period of the contract Freebridge will have had a cost saving of £1,699,877.34. I produce as **Exhibit SB08** a table showing how these savings have been calculated.
21. I have made reference to 'Non-Half Hourly' and 'Half Hourly' contracts for electric and should explain the difference. The difference essentially boils down to the type

of meter in the scheme. The Non-Half Hourly requires meter readings to be provided to the supplier. The readings are taken by the Applicant and uploaded on the supplier's website from which bills are produced. The 'Half Hourly' meter uploads data automatically, analogous to a 'smart meter', and information is automatically fed to the supplier every 30 minutes. There are two schemes that have the 'Half Hourly' meters, these are:-

Clements Court (located in Caves Close)
Grove Gardens

22. For these two schemes their electricity supply contract expired at a different time to the other schemes. The supply contract for these schemes did not expire until February 2023. At that time the markets were still exceptionally volatile and so the Applicant initially entered into a 6 month contract and instructed Inenco to procure a 3 year contract, ie one that would expire at the same time as the contract entered into with Total Gas and Power. Inenco again went to the market and their research revealed that for a three year contract the best pricing was being offered by Smartest Energy. We received a recommendation from Inenco to procure a three contract with Smartest Energy and provided a further Letter of Authority to enable them to do so.

23. The Contract with Smartest Energy was entered into from 1 October 2023 for a three year term and expires 30 September 2026. I produce as **Exhibit SB09** a true copy of the contract with Smartest Energy. For the reasons already explained, the contract with Smartest Energy provides the best possible pricing that could be obtained.

24. The contracts are each 'capped' contracts meaning that the contract price of energy supplied cannot exceed the capped rate but, on the anniversary of the contracts, Inenco renegotiate the rates with the energy suppliers and if the market rate has fallen the price which we pay for energy to drop as well. This ensures that our customers receive the best possible price at all times and should the energy markets stabilize, the price charged will reduce accordingly.

Submissions

25. The power for the Tribunal to grant dispensation derives from section 20ZA(1) Landlord and Tenant Act 1985 and provides that the Tribunal may make a determination "if satisfied that it is reasonable to dispense with the requirements".

26. In *Daejan Investments Limited v Benson and others* [2013] UKSC 14 the majority of the Supreme Court held that the existence or absence of prejudice to lessees due to non-compliance with the Regulations is the fundamental (and normally sole) consideration for a Tribunal when considering whether to grant dispensation.

27. *Daejan* concerned qualifying works and the majority confirmed that the obligation to consult has two purposes, being the means to the end of protecting lessees from (a) paying for inappropriate works, or (b) paying more than would be appropriate. As Lord Neuberger stated, the first of these purposes is encapsulated in section 19(1)(b), and the second in section 19(1)(a). The obligation to consult, in sections 20 and 20ZA, is “intended to reinforce, and to give practical effect to, those two purposes.” As he then said:

- a. *“Thus, the obligation to consult the tenants in advance about proposed works goes to the issue of the appropriateness of those works, and the obligations to obtain more than one estimate and to consult about them go to both the quality and the cost of the proposed works.”*

28. Consistent with this approach, in considering dispensation requests, the Tribunal should focus on whether the failure, or inability, to comply with the Regulations has caused, or will cause, lessees prejudice, either by having to pay for inappropriate works/services, or by having to pay more than would be appropriate. As Lord Neuberger said, it follows that in a case where the extent, quality and cost of the works/services is not affected by the failures, or inability, to comply with the Regulations, it is hard to see why dispensation should not be granted.

Prejudice to Respondents

29. The Applicant avers that there is no prejudice to the Tenants in granting dispensation for the following reasons:

30. The Applicant has entered into a 4 year and 3 year agreement. The former relates to gas and electric, the latter just to electric. The cost of supply is to be recovered from the tenants of those properties as part of their service charge however it would not be practical for the residents to have put forward a nomination of possible suppliers. The manner in which the best price was procured was highly specialist and involved the use of market leading broker to do so. The Respondents would not have had access to this type of information and expertise.

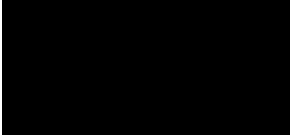
31. The use of a TPI to buy gas and electricity through the wholesale energy market, is considered to be best practice and is also recommended to all public sector organisations by the Pan-Government Energy Project . The Pan-Government Energy Project was initiated in 2007 as part of the HM Treasury Transforming Government Procurement (TGP) initiative to introduce contracting strategies for electricity and gas that adopt best practice in energy purchasing. Energy hedging strategies were selected to apply risk management principles to the procurement of energy, thus spreading the financial and risk exposure for participating organisations.
32. The Respondents will receive a stable pricing structure for the supply of energy to the communal parts of the Applicant's Estates, saving the Respondents money and protecting the Respondents from price increases that can occur through the volatility of the energy market.
33. Dispensation from the consultation requirements would not prevent the Leaseholders from challenging the reasonableness of the costs under s.19 Landlord and Tenant Act 1985, should they consider that appropriate.
34. The Applicant submits that it would not be appropriate for the Tribunal to grant dispensation on terms for the reasons given above
35. In my submission, had the Applicant not taken steps to secure this capped price for the energy to be used on these schemes, the residents would have seen their bills jump even more than the current level. Accordingly, there is no reason for the Tribunal not to grant this application and to dispense with the consultation requirements for the contract entered into with Total Gas and Power on 1 October 2022 and for the contract entered into with Smartest Energy on 1 October 2023..

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a Statement of Truth without an honest belief in its truth I believe that the facts contained within this witness statement are true.

I am duly authorised by the Applicant to sign this Statement of Truth.

Dated this 1st day of March 2024

Signed... 

Name... 

Position: Director of Operations

ASSURED TENANCY AGREEMENT

This is an assured (non-shorthold) tenancy.

This is a legal contract. It describes the rights and responsibilities of Freebridge Community Housing Limited and of you the tenant.

This contract is between

Freebridge Community Housing Limited (“we”, “our” or “us”) which is registered with the Housing Corporation under Section 3 of the Housing Act 1996

OUR ADDRESS

Freebridge Community Housing Limited
Juniper House, Austin Street, King's Lynn,
Norfolk, PE30 1DZ

which is also the address for service of notices in England and Wales (including notices of legal proceedings) on us. This Clause gives notice to you of our address as required by law (Section 48(1) Landlord and Tenant Act 1987)

AND

YOUR NAME

.....

(“You”). In the case of joint tenants, “you” means each joint tenant named above. Each of you individually has the full responsibilities and rights set out in this agreement

in respect of:

ADDRESS (“YOUR HOME”)

.....
.....
.....

DESCRIPTION OF YOUR HOME

.....
.....
.....

In the agreement “your home” means the home at the address shown above and includes any garden (but not communal garden), balcony, outbuilding, shed, fence or wall or other facility or amenity provided by us for your exclusive use and (where applicable) also includes any furniture and effects which are specified in an inventory signed by you and us.

TENANCY START DATE

The tenancy begins on DAY: DATE:

and is for an initial term of one week continuing weekly thereafter until brought to an end. It is an assured weekly tenancy (not a shorthold tenancy) within the meaning of the Housing Act 1988. The terms of the tenancy are as set out in this agreement.

If your tenancy does not start on a Monday we will ask you to pay an initial payment of: £ and then the rent set out below on Monday each week.

PAYMENTS FOR YOUR HOME	
Weekly rent	£
Service Charge (if applicable)	£
Water Charge (if applicable)	£
Sewerage Charge (if applicable)	£
Heating Charge (if applicable)	£
Supporting People Charge (if applicable)	£
Other Charges (if applicable)	£
TOTAL WEEKLY PAYMENT	£

The rent at the start of the tenancy includes the charges for the services shown to the left.

MAXIMUM PERMITTED NUMBER OF OCCUPANTS

The maximum number of people allowed to live in your home is

If there is anything you do not understand please ask our Lettings Officer. You can also get help from a Citizen's Advice Bureau or Law Centre.

It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to us or to King's Lynn and West Norfolk Council (called the "Council" in this agreement).

DECLARATION

I received sets of keys to the property, which I will return at the end of the tenancy. I will pay my rent and all other charges for the property when they are due.

FORMER TENANCY ARREARS

I will also pay £ for rent and service charges I owe Freebridge Community Housing from when I lived at:

I will pay what I owe straight away or I will pay £ each week until I have repaid the money I owe. I understand that if I do not pay this money it will affect this tenancy. Clause 5.3 of this Agreement relates to these arrears.

[Cross out this section if it does not apply]

RIGHTS OF THIRD PARTIES

You and we agree that except in relation to Condition 13 (succession), the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. This means that apart from the succession provisions set out in Condition 13, none of the terms of this agreement can be enforced by any other person.

AMENDMENTS TO LEGISLATION

Any reference in this agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

DATA PROTECTION PRIVACY STATEMENT

Freebridge Data Protection Privacy Statement: We take your privacy seriously and you can find out more about your privacy rights and how we collect, use, share and secure your personal identifiable information ("personal information") by referring to our Privacy Notice which can be found on our website (<http://www.freebridge.org.uk/documents/Privacy-Notice-Tenants.pdf>) or by requesting a hard copy from us.

How we use your personal information will depend on the services we provide to you. However, we obtain your personal information so we may conduct our normal business operations as a registered social housing provider.

The Privacy Notice provides information about how we use your personal information with effect from 25th May 2018 and updates any previous information we have provided about using your personal information.

If we make any significant changes affecting how we use your personal information, we will make changes to the Privacy Notice, and we will contact you to inform you of these changes.

Our Data Protection Officer (DPO) provides help and guidance to make sure we apply the law to the processing and protection of your personal identifiable information. Should you have any questions about how we use your personal identifiable information, our DPO can be reached by writing to us and addressing your letter to:

Data Protection Officer, Freebridge Community Housing, Juniper House, Austin Street, Kings Lynn, Norfolk PE30 1DZ; or
Email us at DataProtectionOfficer@freebridge.org.uk

CHARITY

The dwelling that is subject of this tenancy is held by a charity that is an exempt charity.

AGREEMENT AND SIGNATURE

I/We have read and accept the terms and conditions contained within this agreement

I/We have read and accept the terms and conditions on the attached sheet(s) (if any)

[CROSS OUT THIS SECTION IF IT DOES NO APPLY]

(If there is more than one tenant then each of you must sign.)

Where there is more than one named tenant, each named tenant has the full responsibilities and rights set out in this Agreement. For example, you are equally responsible for paying the full amount of the rent and other charges for your home and for any arrears. If you become a sole tenant, you will still be responsible for all the arrears, even after the other tenant(s) have left your home.

YOUR SIGNATURE(S):

- 1. _____ Date: _____
- 2. _____ Date: _____
- 3. _____ Date: _____
- 4. _____ Date: _____

LETTINGS ADVISOR'S SIGNATURE:

_____ Date: _____

(on behalf of Freebridge Community Housing Limited)

HOW TO COMPLAIN

We operate a formal complaints procedure, details of which are available from us. If you feel that we have broken the terms of this agreement or not performed any obligation in it, you should first complain to us formally, giving details of the breach or non-performance. You can also obtain advice and information about your legal remedies from a local Citizens Advice Bureau, law centre or solicitor. You can also complain to the Independent Housing Ombudsman, although you must first try to resolve your complaint through our complaints procedure.



1. GLOSSARY

The list below explains some of the words and phrases we use in this agreement:

FLAT

A home which forms part of a larger building.

HOUSEHOLD

Everybody living in your home including lodgers.

LODGER

Any person who pays you money to let them live in your home with you but who does not have private use of any part of your home.

MAISONETTE

A flat with more than one floor.

PARTNER

A husband, wife, or someone who lives with you as husband and wife (including single sex relationships).

RELATIVE

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children.

SERVICES

Means any services provided from time to time by us in connection with this tenancy agreement.

SERVICE CHARGE

The sum payable by you for any of the services that you receive from time to time and the service charge items are those listed in the table on page 2.

SHARED AREAS

The parts of a building or estate which any tenant can use, usually within a block of flats or maisonettes, for example halls, stairways, entrances, landings, shared

gardens, lawns and drying areas.

TENANT'S HANDBOOK

The handbook we provide you with is to help you understand your tenancy. The general advice in this handbook does not form part of or change the terms of this tenancy agreement.

Words in bold and/or italics are for explanation only and do not form part of these tenancy conditions for legal purposes.

IT IS AGREED AS FOLLOWS:**2. YOUR TENANCY**

- 2.1 This agreement makes you our tenant.
- 2.2 Except for changes in rent or service charges this tenancy agreement may only be altered with the written consent of both you and us.
- 2.3 For so long as you remain an assured tenant, we can only end this agreement by obtaining a court order for possession of your property. Possession may only be sought on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).
A copy of the grounds for possession are available from us.
- 2.4 We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti Social Behaviour Act 2003). If we intend to seek a demotion order we will give you two weeks notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 2.5 As long as this tenancy has not been demoted we will give at least four weeks' notice of our intention to seek a possession order (except where proceedings involve nuisance or domestic violence (Grounds 14 and 14A when the notice may be less than four weeks or where a Court have allowed us to go ahead without serving notice on you)).
- 2.6 As long as this tenancy has not been demoted, we will only serve a notice (or ask the court to dispense with service of the notice) and apply for a Court Order against you on one or more of the grounds for possession.
- 2.7 We agree that we will not serve a notice (or ask the court to dispense with service of a notice) to obtain possession of your property on Grounds 1, 2, 3, 4, 5, 6, 7, 8 and 11 of Schedule 2 Housing Act 1988.
- 2.8 If this tenancy has been demoted, we may ask the Court to raise a possession order under the provisions of the Housing Act 1988. These give the court very limited rights to refuse a possession order.

INJUNCTIONS

- 2.9 We reserve the right to seek court injunctions to require you to comply with, or to stop you breaching, your obligations under this agreement. This may be in addition or as an alternative to any possession proceedings and/or a demotion order.

3. SERVING NOTICES

- 3.1 If we need to serve a legal notice on you we may do so by:
- (a) Handing it to you;
 - (b) Leaving it at the property;
 - (c) Leaving it at your last known address;
 - (d) Fixing it to your front door or other prominent part of the property; or
 - (e) Sending it by post or recorded delivery to the property or your last known address.

We will treat any notice served on you in one of these ways as having been properly served (whether or not you are aware of it) within 72 hours if we posted it, or within 24 hours if we delivered it by hand.

- 3.2 If you want to serve a legal notice on us, our address is the one shown on the front page of this agreement.

4. YOUR HOME - YOUR OBLIGATIONS

- 4.1 You must live in your home as your only or main home.
- 4.2 You must move into your home at the start of the tenancy. If you cannot move in within seven days you must tell us immediately.
- 4.3 You must not sublet any part of your home without getting our written permission.
- 4.4. You may take in a lodger as long as you do not allow more people to live in your home than the number shown at the front of this agreement. You do not have to get our permission for a lodger, but you must write and tell us straight away when you do.

4.5 You must not pass on (assign) your tenancy to someone else unless:

- (a) A court has ordered you to do so;
- (b) You exchange your home with another tenant (see Condition 11.10) of a local authority, registered social landlord or other housing organisation tenant and you have written permission from us and the other tenant's landlord;
- (c) You pass on the tenancy to someone who would be legally entitled to succeed to the tenancy if you had died (see Condition 12).

4.6 You must write and tell us if you are going to be away from your home for more than eight weeks as we may think that you are no longer using your home as your only or main home. If you do not, we may take action to end your tenancy.

4.7 You must not use your home (or allow it to be used) to run a business or trade, or display any sign or advertisement connected with that trade or business, on or around your home unless you have our written permission to do so.

5. YOUR RENT AND CHARGES FOR SERVICES

5.1 You must pay your rent (and all other charges under this agreement) on time. Your rent is due every Monday in advance.

5.2 If you are joint tenants you are each legally responsible for all the rent and for any rent arrears (and all the other charges for your home). We can recover the whole of the rent and all rent arrears (and other charges owed) for your home from any individual joint tenant. If one joint tenant leaves, the remaining joint tenants are responsible for any rent (or other charges) that may still be owed. The tenant who leaves will also continue to be responsible for any rent owed for as long as they remain a joint tenant.

5.3

- (a) If you have rent arrears when this tenancy is granted (as shown in the Former Tenancy Arrears box on page [2], you agree to pay off those arrears by the weekly instalments shown on page [2]. If you do not make the payments we may start court proceedings to end this tenancy;
- (b) If you have made any advance rent payments (known as credits) or have rent (or service charge) arrears on your rent account for your home when this tenancy starts we will:
 - Add the amount of any credit to your account; or
 - Add any arrears you have to your rent account.

So it is entirely clear, under this agreement you agree that we will treat any rent or service charge arrears in the Former Tenancy Arrears box on page [2] as additional rent for this tenancy, and recoverable by us as such under this tenancy.

5.4 If you claim Housing Benefit or other State assistance towards the charges under this agreement, you must promptly supply any information that is needed so your claim can be assessed.

5.5 You will be asked to give consent to the relevant authority for the payment direct to us of any Housing Benefit (or equivalent State assistance) which you may claim as part or whole payment of the charges under this Agreement. We will credit your rent account with the amount of benefit when we receive it.

5.6 If you receive any help to pay your rent, you must tell us and the relevant agency immediately of any change in your household or circumstances. This may affect any help you receive.

5.7 When your tenancy ends you must pay us any rent and other charges you owe us straight away.

CHANGES IN RENT

5.8 On the first Monday in the April following the tenancy start date (including any Monday which is within 52 weeks of the tenancy start date) and on each first Monday in April after that date we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the Rent by giving you not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. Subsection 13(2) (b) (ii) of the Housing Act 1988 shall not apply. The revised Rent shall be the amount specified in the notice of increase unless you refer the notice to a "First-tier Tribunal" to have a market Rent determined. In that case the maximum Rent payable for the following year shall be the Rent determined.

SERVICES PROVIDED UNDER THIS TENANCY (WHERE APPLICABLE)

- 5.9 We shall provide certain services for which you shall pay a service charge. These charges only apply if an amount has been entered against a service on the inside of the front page. We may after consulting the tenants affected, increase, add to, remove or vary these services, introduce new services or make a charge for an existing service and this would be reflected in the service charge you pay.
- 5.10 With effect from the first Monday in April 2006 we may increase your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 5.11 Each year, at the end of March, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
- 5.12 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.
- 5.13 We will give you a certificate showing what is included in your service charge. When you receive your certificate, you have the right, within six months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies of extracts from them. We will make a small charge to cover the cost of any copying.
- 5.14 We can only make reasonable service charges and the services or work we do must be of a reasonable standard.

SUPPORTING PEOPLE CHARGE (WHERE APPLICABLE)

- 5.15 A Supporting People charge may apply if you are a tenant of sheltered housing, are connected to an alarm service or receive other support services that help you stay in your home. If we provide you with support services (indicated by a charge for 'Supporting People' services on this inside front cover of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:
- Maintaining the security of your home;
 - Maintaining the safety of your home;
 - Standard of conduct required;
 - Paying the rent;
 - Maintaining your home in an appropriate condition;
 - Giving up the tenancy at the appropriate time;
 - Contact with others to ensure your welfare;
 - Other support services (excluding personal care);

We may vary the support and counselling fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

- 5.16 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- 5.17 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in Condition 5.16, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

WHAT IS NOT INCLUDED IN THE RENT OR SERVICE CHARGE

- 5.18 The rent does not include water charges, electricity, gas or other fuel charges or anything you have to pay to the local council such as council tax. You are responsible for any such charges.

6. MAINTENANCE AND REPAIRS

OUR RESPONSIBILITIES

6.1 We will keep in repair the structure and exterior of your home including roof, walls, floors, ceilings, window frames, outside doors, drains, gutters and external pipes. We will keep in repair and proper working order:

- (a) the installations in your home for supplying water, gas, electricity and sanitation. This includes basins, sinks, baths and toilets. It does not include other fixtures and fittings and appliances that use the water, gas or electricity supplies;
- (b) the installations in your home for supplying heat and hot water; we will take reasonable care to keep any shared areas i.e. stairways, landings, lifts, shared lighting, shared gardens, rubbish chutes in good repair and fit for use by you and other occupiers of and visitors to your home.

This does not include:

- carrying out works or repairs for which you are responsible;
- keeping in repair or maintaining anything which you have the right to remove from your home.

6.2 We will keep in good repair any fittings, appliances and furniture we rent to you with your home. Furniture and appliances we rent to you with your home are listed in a separate schedule to this agreement. You may be recharged the cost of any repair or replacement needed to any furniture or any part of your home which is needed because of damage or neglect of your home caused by you, anyone living with you or other visitors.

6.3 We will carry out all reported repairs for which we are responsible within a reasonable time. Information about the timescales for different types of repair, and who is responsible for which repairs is set out in the Tenant's Handbook.

YOUR RESPONSIBILITIES

6.4 You must let us know immediately if we need to carry out repairs. You can do this by writing to us, phoning us or visiting your local area housing office.

6.5 You are responsible for small repairs like unblocking sinks or replacing sink plugs and chains. Information about who is responsible for which repairs is set out in the Tenant's Handbook.

6.6 You are responsible for decorating the inside of your home. You must keep the inside of your home reasonably decorated at all times.

6.7 You are responsible for repairing and maintaining your own fixtures and fittings such as cookers or washing machines and any improvements you have put in yourself (unless we have agreed to repair and maintain it).

6.8 You must take all reasonable precautions to prevent pipes bursting as a result of frost, and prevent damage to your home and shared areas from fire.

6.9 You must check regularly that the smoke alarm if installed in your home is in good working order.

YOUR RIGHTS:

RIGHT TO REPAIR

6.10 You have the right to have repairs carried out to your property as if Section 96 Housing Act 1985 (as amended) and the Regulations made under it applied to this agreement. Further information about the Right to Repair is contained in the Tenant's Handbook.

YOUR RESPONSIBILITIES

6.11 You must not cause any damage or allow your home to be damaged or neglected. Any damage will be your responsibility. If you do not repair any damage, or you do so but it falls short of our standards, we will charge you the full cost of putting it right.

- 6.12 You must not install any polystyrene tiles or any polystyrene coving in your home.
- 6.13 You must keep fittings, appliances and any furniture we rent to you with your home in a good condition (not including normal wear and tear).

GARDENS AND REFUSE

- 6.14 You must keep the garden and any land associated with your home tidy and free of rubbish, including cutting lawns, removing weeds, trimming trees and hedges. You must not store rubbish, scrap, furniture or appliances (other than that awaiting collection) in your garden area, or against the outside walls of the property or in any yard or parking area. You must dispose of all rubbish securely and hygienically in accordance with the household waste collection arrangements that apply to the property (details of which will be provided by the Council and/or us). You must put bins and/or bags out for collection on the relevant collection day.
- 6.15 You must not remove, alter, replace or plant any hedge, fence or tree at your home unless you have our written permission. You must not erect any wall or fence on open plan gardens.
- 6.16 You must not allow any hedge to grow more than 2 metres high and you must not cut down or remove any hedge or tree unless you have our written permission.
- 6.17 You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land.
- 6.18 You must not take down, replace, build or renew any fence or wall unless you have our written permission.
- 6.19 You must not build or put up any structures such as garage, parking area, shed, greenhouse or outbuilding on your home without our written permission. Any structure you put up will stay your responsibility and we will not be obliged to maintain or repair it.

SHARED AREAS

- 6.20 You must not allow any shared areas to become hazardous, unclean, untidy or in an unsafe condition.

HAZARDOUS MATERIALS

- 6.21 You must not use any liquid petroleum gas (LPG) heater, or keep or use any bottled gas, paraffin, petrol or any other hazardous substances, in your property or in any shed, outbuilding or garage, apart from small quantities for domestic use stored in safe, suitable containers. If your home is a flat, you must not keep these items in any shared areas anywhere in the block.

7. IMPROVEMENTS

YOUR RIGHTS

- 7.1 You may make improvements, alterations and additions to your home. However, you must first get our written permission and all other necessary approvals (for example, planning permissions or building regulations approval).
- 7.2 We may pay you compensation for some improvements you make when you leave your home. We agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) and regulations made under those Sections applied to this agreement. Information about compensation for tenant improvements is contained in the Tenant's Handbook.

YOUR RESPONSIBILITIES

- 7.3 If you make an improvement or alteration to your property without our written agreement we may tell you to return your home to how it was before. If you do not we will do the work and charge you for it. If we refuse to give you permission for any alterations and you have started the work, you must stop the work at once. You must also restore your home to its original condition if we ask you to do this.
- 7.4 You must do the work to a reasonable standard. If you do not we will treat it as breaking the terms of this agreement.
- 7.5 If we have to reinstate your home to its original state following any alterations or additions carried out, where you did not ask for approval or were refused approval, we will charge you the full cost of the reinstatement. This will include any professional and administration fees.

8. BEHAVIOUR

- 8.1 You or any member of your household including any visitor to your home must not cause a nuisance or annoyance or disturbance to our other tenants or your neighbours or their visitors or any other person resident in or visiting the neighbourhood or locality. You are responsible for the behaviour of every person (including children) living in or visiting your home, in your home or in any shared areas or in the neighbourhood or locality.
- 8.2 You must not cause, or allow any other person living in or visiting your home to cause nuisance, or annoy or disturb any neighbours, other people living in the neighbourhood, anyone visiting the area, or any employee, contractor or representative of ours.
- 8.3 You must not harass, or allow any other person living in or visiting your home to harass any person for any reason.
- 8.4 You must not cause, or allow any other person living in or visiting your home to cause, noise nuisance of any kind that may disturb your neighbours or others in the area near your home.
- 8.5 You must not cause damage to or interfere with, or allow any other person living in or visiting your home to cause damage to or interfere with, security and safety equipment in our property.
- 8.6 You must not cause criminal damage, or allow any other person living in or visiting your home to cause criminal damage, including graffiti or acts of vandalism, in your home or the general area near your home.
- 8.7 You must not commit or allow any other person living in or visiting your home to commit any offence in your home or the general area near your home. If you or any person living in or visiting your home is convicted of an arrestable offence committed in your home or the locality of your home we can apply to the Court for an order which could lead to your eviction.
- 8.8 You, or any other person living in or visiting your home, must not injure, threaten to injure, or verbally or physically abuse any employee of ours, or any agent employed by us, or any person living in or visiting your home or the locality of your home.
- 8.9 You or any other person living in or visiting your home must not supply any controlled drug in or from your home, or in any shared area or in the neighbourhood or locality to any other person which would be in contravention of the Misuse of Drugs Act 1971 (and as defined in that Act).
- 8.10 You must not injure, or threaten to injure, any person living in your home or force your partner to leave your home through fear of violence or threats of violence.

PARKING AND VEHICLES

- 8.11 You must not park, or allow any other person living in or visiting your property to park, any vehicle, caravan, boat or trailer on the premises unless there is a properly made hardstanding or garage, together with a dropped kerb crossing. Any vehicle parked on a hardstanding must not be in an illegal or unroadworthy condition. We will arrange for any illegal, unroadworthy or untaxed vehicle parked on the highway, our land or any other public area, to be towed away after placing a notice on the vehicle.
- 8.12 You must not station any car, trailer, caravan, motor home or any other vehicle in the garden without our written permission.
- 8.13 You must not park, or allow any other person living in or visiting your home to park, any vehicle, caravan, boat or trailer in a way that obstructs neighbouring properties, or obstructs access for emergency services. You must not park, or allow any other person living in or visiting your home to park, any vehicle, caravan, boat or trailer on paths, grass verges or grass amenity areas, or on any area not designated as a parking area. Any vehicle you park on a designated parking area must not be in an unroadworthy condition.
- 8.14 You must not carry out, or allow any other person living in or visiting your home to carry out, major repairs to any car, motorcycle or other vehicle;
- At your home;
 - In shared parking areas and access ways
 - On forecourts
 - In landscaped areas, or
 - On the road.
- 8.15 On a frequent basis you must not obstruct, or allow any other person living in or visiting your home to obstruct, shared areas, passageways, entrances and neighbouring garages. We will remove and get rid of any items that we consider to be causing an obstruction. We may do this without giving any warning.
- 8.16 You must not store, or allow any other person living in or visiting your home to store any possessions or substances that are likely to cause an obstruction or danger to other people or property.

9. PETS

- 9.1 You do not require our permission to keep a pet in your home, except where your home is a flat or has a shared hallway. We consider a pet to include a dog, cat, small caged bird, rodent, rabbit, non-venomous insect and small non-venomous reptiles or fish.
- 9.2 You should not keep dogs and cats as pets if your home is a flat or has a shared hallway, unless you have our permission in writing. We will act reasonably in considering any application, and will take into account any potential nuisance or danger to other people living in your area.
- 9.3 Our permission in writing will be required to keep any other animals or livestock in or at your home. We will act reasonably in considering any application and will take into account any potential nuisance or danger to other people living in your area.
- 9.4 You, your household and your visitors must:
- keep all animals under control at all times;
 - not allow any animals to annoy or be a nuisance or danger to neighbours or to any visitors to your home;
 - not allow animals to damage your home;
 - ensure that your dog is kept on a lead and is accompanied by you or a responsible member of your household when away from your home;
 - not allow your dog to foul any garden or any shared area such as gardens, areas where children may play, balconies, passageways, walkways, access ways, footpaths or staircases;
 - make proper arrangements to care for your animals if you are going away;
 - not dig a fishpond in your garden without our permission. If we grant permission, you must agree to fill in the pond properly if you move out of the property or we will charge you the full cost of the work; and
 - not build an aviary or pigeon loft in your garden without our written permission.
- 9.5 If we think that the number of animals kept at your home is unreasonable or that the manner in which animals are kept at your home is unreasonable we may tell you to remove some or all of them immediately or permanently
- 9.6 You do not need to obtain our consent for the purpose of this Clause 9 if you already had a pet or pets when you transferred from the Council. You must still abide by these rules if you do have a pet or pets, and we will take action against you if you breach these rules.

10. ACCESS TO YOUR HOME

- 10.1 By law we have to regularly carry out certain checks on our properties. You must allow our employees or agents reasonable access to your home to:
- (a) carry out safety checks each year on gas installations;
 - (b) regularly service hard wired smoke alarms;
 - (c) carry out repairs or maintenance to your home or to a neighbouring property;
 - (d) carry out improvements to your home;
 - (e) inspect the condition of your home, for introductory welfare visits, tenancy checks, stock condition surveys, or to make sure you have used any decoration voucher for its purpose; and
 - (f) rid your property, or immediate area, of vermin, unhealthy material or any material, which is likely to cause a nuisance or danger to you or your neighbours.
- 10.2 If you do not respond to a reasonable request for access to your home, we may ask the Court for an injunction to allow us to force entry into your home. You will be responsible for our costs in gaining access and we may ask the Court to make you pay our legal costs.

11. MOVING OUT

YOUR RESPONSIBILITIES

- 11.1 You must tell us / your local housing office in writing at least four weeks before you want to leave your home. The four-week notice period must end on a Sunday.
- 11.2 If you fail to give the correct notice, and you leave your home, we will end the tenancy four weeks after the date we became aware that you left. You will be responsible for the rent until the tenancy has ended.
- 11.3 During the notice period you must allow us to inspect your home and allow us to show new tenants around it.
- 11.4 When you leave you must return your keys to your nearest housing office. If you do not, we will change all locks and charge you the costs involved.
- 11.5 You must leave your home, our fixtures and fittings (and any furnishings we have provided) clean and tidy when you go. If you do not leave the property clean and tidy we will clean it and charge you for it.
- 11.6 You must pay for repair or Replacement if damage to your property has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.
- 11.7 You must take all your belongings with you when you leave your home. We will store any items of furniture or personal belongings you leave on the property for 28 days. If you fail to collect them, we will dispose of the items. We will also charge you the cost of removing, storing and of disposing of the items as well as any administration costs. We do not accept any responsibility for any items left in your home after you have left or been evicted.
- 11.8 If you leave any animal in your home after you leave or are evicted, we will contact an appropriate agency to remove the animal. You will have to pay all costs involved.

YOUR RIGHTS:

- 11.9 You have the right to apply to move to another of our properties. Details are available from us.

RIGHT TO EXCHANGE

- 11.10 You have the right to swap your home ("exchange") with another tenant of Freebridge Community Housing Limited, or a registered social landlord or another local authority subject to first getting our written consent. We agree that this right applies as if Section 92 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

12. SUCCESSION

12.1 If you are a sole Tenant who is not a Successor, the tenancy will pass to your partner (whether or not married to the Tenant, and including a same-sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies your home as his or her only or principal home at the time of your death.

A SUCCESSOR IS:

- 12.1.1 a partner who became the Tenant under this condition; or
- 12.1.2 a person who inherited this tenancy (see condition 12.2 below); or
- 12.1.3 a person who was granted this tenancy under a condition similar to condition 12.3 (below) in another tenancy agreement; or
- 12.1.4 a person who would have been entitled to succeed if the previous Tenant had died and who became the tenant under condition 4.5; or
- 12.1.5 a tenant by survivorship when one of two or more joint tenants has died; or
- 12.1.6 a person who became the tenant under the Right to Exchange (see condition 11.10) and you were a successor under your previous tenancy; or
- 12.1.7 a person who became the tenant under a court order under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was a successor. If you were granted this tenancy on the transfer of your home from the Council to us, we will not take account of any successions before the date of the transfer.

12.2 SUCCESSION (OTHER THAN TO SPOUSE)

If you are a sole Tenant who is not a Successor as defined in condition 12.1 (above) we will not seek possession under ground 7 of Schedule 2 of the Housing Act 1988 if the person who inherits this tenancy:

- 12.2.1 is a member of your household; and
- 12.2.2 lived with you for the twelve months before the Tenant's death; and
- 12.2.3 lived in your home as his or her only or principal home at the time of the Tenant's death; and
- 12.2.4 agrees in writing to abide by the terms of this tenancy.
We may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

12.3 SPECIAL SUCCESSION RIGHTS

If inheritance rules do not allow someone who qualifies under condition 12.3 to take over this tenancy, we may use Ground 7 of Schedule 2 of the Housing Act 1988 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy.

12.4 COMPETING SUCCESSION CLAIMS

If more than one person would be allowed to claim the tenancy under condition 12.2 or 12.3 they must decide between them who should get the tenancy. If they cannot agree, we will decide.

13. FURTHER RIGHTS/OBLIGATIONS

RIGHT TO CONSULTATION

13.1 You have a right to be consulted on matters which affect the way your home is managed or maintained or which is likely to affect you substantially. We will consult you before we take certain action including:

- Changing the way we manage your estate;
- Changing our policy on repairs and maintenance;
- Improving or demolishing any properties;
- Changing any one of the services we provide to your home.

We agree to consult you as if the right to be consulted under Section 105 Housing Act 1985 applied to this agreement.

PRESERVED RIGHT TO BUY

13.2 As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.

13.3 If you die, the person who takes over the tenancy under the succession rights in Section 12 above will also take over your preserved right to buy (if you had that right).

13.4 You will not have the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.

13.5 To avoid doubt, if you became the tenant under this Tenancy Agreement following an exchange (under condition 11.10 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

RIGHT TO ACQUIRE

13.6 You have a right to acquire your home under Section 16 Housing Act 1996 unless you live in sheltered housing or other housing excluded from this legislation.

OUR OBLIGATIONS:

13.7 We are subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State.

13.8 We will insure your home (the buildings only, excluding any fixtures and fittings) for such an amount and against such risks as we (acting reasonably) believe appropriate. We strongly recommend that you arrange your own home contents insurance.

FCH 0062.1 | AUG22

IF YOU NEED ANY HELP TO UNDERSTAND THIS LEAFLET PLEASE GET IN TOUCH

Freebridge Community Housing
Juniper House
Austin Street
King's Lynn
Norfolk PE30 1DZ

Email: enquiries@freebridge.org.uk

Main Switchboard Telephone: 03332 404 444

Office Opening Hours:

8:45am - 5.15pm (Mon-Thurs)

8:45am - 4.45pm (Fri)

Bank Holidays, Saturday and Sunday Closed

Out of Office Hours:

The main telephone number (03332 404 444) will divert to 24 hour emergency service.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

20th February 2024

Tenancy Ref: [REDACTED]

Dear [REDACTED]

CHANGES TO YOUR RENT AND SERVICE CHARGES FOR APRIL 2024 TO MARCH 2025

Your weekly rent, and any service charges, will change from Monday 1 April 2024. From this date they will be a total of **£ 173.43** per week.

This year we will be applying a rent increase of 7.7% (this is made up of CPI as at September 2023 6.7% + 1%).

What if I claim Housing Benefit?

If you claim Housing Benefit, Freebridge will contact your local council to tell them your new rent. Following this letter, you will get another letter from the council telling you how much benefit you will get. It will tell you how much of the rent you must pay yourself.

What if I claim Universal Credit?

If you claim Universal Credit you will get a 'to do' prompt on your online Universal Credit account to update your new housing costs. On 1st April 2024, you must complete this 'to do' by updating your new rent and service charges, as detailed on page 3 of this letter. If you fail to do so, then your Universal Credit claim will be calculated incorrectly. As a result, you may not be paid what you are entitled to. If you report the change late, your payments will not be backdated.

If you have migrated onto Universal Credit as part of the DWP's Managed Migration process, you may receive the Transitional Element within your Universal Credit claim.

The Transitional Element will reduce when you have any changes to your Universal Credit claim that result in an increase to your Universal Credit. Over time, the Transitional Element will erode or could be cancelled out altogether.

The rent increase from April will create an increase in your Housing Cost Element. This means that your Transitional Element will reduce by the same amount that your Housing Cost Element will increase.

Registered Office: Juniper House, Austin Street, King's Lynn, Norfolk PE30 1DZ

Main Telephone: 03332 404 444

Freebridge Community Housing is a Registered Society under the Co-operative and Community Benefit Societies Act 2014. Registration No. 29744R, Registered with the Regulator of Social Housing No. L4463

How are my service charges calculated?

Service charges are calculated by reviewing the actual costs incurred for services during late 2022/2023 and early 2023/24, we then apply any over or under charges from previous years in order to calculate the weekly figure that you will pay from April 2024. If one of your charges is zero in 2024/25 it is likely to be because our estimate last year was too high.

What is the 'Landlord's Notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England'?

This is the legal notice that we are required to send to you to confirm the detail of the rent increase. It also contains details of any other fixed service charges that you are liable for.

Paying will be a struggle, where can I get help?

If you are struggling to pay your rent please contact our Income team on 03332 404444. After discussing your concerns we may be able to refer you to our Tenancy Support team, they may be able to support you by helping you to claim any benefits you are entitled to, work with creditors to reduce debt payments and help with weekly budgeting.

What should I do now?

- If you pay by **Direct Debit** you will be contacted to inform you of your new payment amount. You do not need to contact your bank/building society.
- If you pay by **Standing Order** please amend to the new amount from 15 April 2024.
- If you pay by other means then please pay the new amount from 15 April 2024.

What can I do if I do not understand this letter?

If you have any questions about the content of this letter or are not sure about what you need to do then you can contact us on 03332 404444.

Yours sincerely



Sophie Bates
Director of Operations

Charge Type	Current Amount (2023/24)	New Amount (2024/25)	Benefit Eligible
Weekly Rent	£ 88.77	£ 95.46	Y
Administration Cost	£ 5.91	£ 1.41	Y
Alarm Service	£ 0.49	£ 0.61	N
Cleaning Communal Areas	£ 4.60	£ 1.64	Y
Communal Heating	£ 27.33	£ 13.35	Y
Communal Laundry Facilities	£ 1.23	£ 1.21	Y
Communal Lighting/Electricity	£ 15.81	£ 19.32	Y
Communal Maintenance	£	£ 0.56	Y
Communal Water	£ 0.58	£ 0.71	Y
Communal Window Cleaning	£ 0.50	£ 0.44	Y
Door Entry System	£	£ 1.80	Y
Fire Alarms and other Fire Equipment	£ 0.73	£ 1.58	Y
Grounds Maintenance	£ 2.91	£ 2.82	Y
Heating	£ 53.58	£ 26.17	N
Legionella Testing	£ 0.23	£ 0.76	Y
Lift Maintenance	£ 0.50	£ 0.57	Y
Pest and Vermin Control	£ 0.21	£ 0.20	Y
Staff	£ 2.31	£ 2.41	Y
Support	£ 2.31	£ 2.41	N
Total Weekly Payment	£ 208.00	£ 173.43	

IMPORTANT. PRESCRIBED INFORMATION UNDER SECTION 153, COMMONHOLD AND LEASEHOLD REFORM ACT 2002.

Service Charges – Summary of tenants' rights and obligations

(1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

(3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine:

- who should pay the service charge and who it should be paid to
- the amount
- the date it should be paid by
- how it should be paid.

However, you do not have these rights where:

- a matter has been agreed or admitted by you
- a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose
- a matter has been decided by a court.

(4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

(5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

(6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(7) If your landlord:

- proposes works on a building or any other premises that will cost you or any other tenant more than £250
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period
- your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

(8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

(9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must:

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

(10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

(11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

(12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

IMPORTANT. PRESCRIBED INFORMATION UNDER SECTION 158, COMMONHOLD AND LEASEHOLD REFORM ACT 2002.

Administration Charges - Summary of tenants' rights and obligations

(1) This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly:

- for or in connection with the grant of an approval under your lease, or an application for such approval
- for or in connection with the provision of information or documents
- in respect of your failure to make any payment due under your lease
- in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

(3) Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

(4) You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine:

- who should pay the administration charge and who it should be paid to

- the amount
- the date it should be paid by
- how it should be paid.

However, you do not have this right where:

- a matter has been agreed to or admitted by you
- a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose
- a matter has been decided by a court.

(5) You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.

(6) Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

(7) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(8) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

FORM 4

Landlord's Notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England.

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

The notes over the page give guidance to both landlords and tenants about this notice.

To: [REDACTED] [Tenant(s)]

of: [REDACTED] [Address of the premises subject to the tenancy]

From: Freebridge Community Housing [Landlord]
 Juniper House [Address for correspondence]
 Austin Street
 King's Lynn
 Norfolk
 PE30 1DZ

03332 404444 [Contact telephone number]

- 1 **This notice affects the amount of rent you pay.** Please read it carefully.
- 2 The landlord is proposing a new rent of **£95.46 per week** in place of the existing one of £88.77 per week.
- 3 The first rent increase date after 11 February 2003 is 2 April 2007.
 (see note 11 over the page)
- 4 The starting date for the new rent will be 1 April 2024.
 (see notes 14 to 18 over the page)
- 5 Certain charges may be included and separately identified in your rent. (See note 12 over the page.) The amounts of the charges (if any) are:

Charges	Amount included and separately identified (enter "nil" if appropriate)	
	In the existing rent	In the proposed new rent
Council tax	£ NIL	£ NIL
Water charges	£ NIL	£ NIL
Fixed service charges	£ NIL	£ NIL

6 If you accept the proposed new rent, you should make arrangements to pay it. If you do not accept it, there are steps you should take before the starting date in paragraph 4 above. **Please see the notes over the page for what to do next.**

Signed:

[REDACTED Signature]

Sophie Bates, Director of Operations, Freebridge Community Housing

Date: 20th February 2024

Please read these notes carefully.

Guidance notes for tenants

What you must do now

- 1 This notice proposes that you should pay a new rent from the date in paragraph 4 of the notice. **If you are in any doubt or need advice about any aspect of this notice, you should immediately either discuss it with your landlord or take it to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.**
- 2 If you accept the proposed new rent, please make arrangements to pay it. If you pay by standing order through your bank, you should inform them that the amount has changed. You should also notify your Housing Benefit office in your local authority if you are claiming a Benefit or the Department for Work and Pensions if you are claiming Universal Credit. The Gov.UK website provides further advice: <http://www.gov.uk>. If you are worried that you might not be able to pay your rent, you should seek advice from a citizens' advice bureau or housing advice centre.
- 3 If you do **not** accept the proposed new rent, and do not wish to discuss it with your landlord, you can refer this notice to the tribunal. **You must do this before the starting date of the proposed new rent in paragraph 4 of the notice.** You should notify your landlord that you are doing so, otherwise he or she may assume that you have agreed to pay the proposed new rent.
- 4 To refer the notice to the tribunal, you must use the form *Application referring a notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to a Tribunal (form 6)*. You can obtain this from the tribunal or a legal stationer.
- 5 The tribunal will consider your application and decide what the maximum rent for your home should be. In setting a rent, the tribunal must decide what rent the landlord could reasonably expect for the property if it were let on the open market under a new tenancy on the same terms. The tribunal may therefore set a rent that is higher, lower or the same as the proposed new rent.
- 6 In these Guidance notes for agricultural occupants, the "tribunal" means the First-tier Tribunal or the Upper Tribunal.

Guidance notes for landlords on how to complete the notice

- 7 You can complete this notice in ink or arrange for it to be printed.
- 8 This notice should be used when proposing a new rent under an **assured periodic tenancy (including an assured shorthold periodic tenancy) of premises situated in England**. There is a different notice (Form No 5--*Landlord's or Licensor's Notice proposing a new rent or licence fee under an Assured Agricultural Occupancy of premises situated in England*) for proposing a new rent or licence fee for an assured agricultural occupancy of premises situated in England.
- 9 Do not use this notice if the tenancy agreement contains a term allowing rent increases, or there is some other basis such as a separate agreement with the tenant for raising the rent. Any provision you rely on needs to be binding on the tenant. Legal advice should be sought if there is any doubt on this score.
- 10 You need to use a different form to propose a rent increase for a statutory periodic tenancy (the first exception mentioned in note 17) if you are seeking to adjust rent solely because of a proposed change of terms under section 6(2) of the Housing Act 1988. Seek legal advice if you think this may apply to you. You can obtain the form headed *Notice proposing different terms for a Statutory Periodic Tenancy* from the First-tier Tribunal or a legal stationer.
- 11 Unless the tenancy is a new one, or one of the exceptions mentioned in note 17 applies, you must insert in paragraph 3 of the notice the first date after 11th February 2003, on which rent is proposed to be, or was, increased under this statutory notice procedure. That date determines the date that you can specify in paragraph 4 of the notice. See also note 16.
- 12 You should enter in each of the boxes in the second and third columns of the table in paragraph 5 either "nil" or the amount of the existing or proposed charge. You should only enter amounts for council tax and water charges where the tenant does not pay these charges directly. You should only enter fixed service charges which are payable by the tenant in accordance with a term or condition which specifies that these charges will be included in the rent for the tenancy. Only enter an amount for service charges where the tenant has agreed to pay a **fixed** sum. Do **not** include in the table any **variable** service charge, ie a service charge within the

meaning of section 18 of the Landlord and Tenant Act 1985, where the whole or part of the sum payable by the tenant varies or may vary according to **costs**.

- 13 You or your agent (someone acting on your behalf) must sign and date this notice. If there are joint landlords, each landlord must sign unless one signs on behalf of the rest with their agreement. The signature does not have to be hand-written if, for instance, the form is being printed or if you wish to use a laser or autosignature.

When the proposed new rent can start

- 14 The date in paragraph 4 of the notice must comply with the three requirements of section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.
- 15 The **first requirement**, which applies in **all** cases, is that a minimum period of notice must be given before the proposed new rent can take effect. That period is:
- one month for a tenancy which is monthly or for a lesser period, for instance weekly or fortnightly;
 - six months for a yearly tenancy;
 - in all other cases, a period equal to the length of the period of the tenancy - for example, three months in the case of a quarterly tenancy.
- 16 The **second requirement** applies in **most** cases (but see note 17 for two exceptions):
- (a) the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, **unless**
- (b) that would result in an increase date falling one week or more before the anniversary of the date in paragraph 3 of the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased.
- This allows rent increases to take effect on a fixed day each year where the period of a tenancy is less than one month. For example, the rent for a weekly tenancy could be increased on, say, the first Monday in April. Where the period of a tenancy is monthly, quarterly, six monthly or yearly, rent increases can take effect on a fixed date, for example, 1st April.
- 17 The two exceptions to the second requirement, which apply where a statutory tenancy has followed on from an earlier tenancy, are:
- where the tenancy was originally for a fixed term (for instance, 6 months), but continues on a periodic basis (for instance, monthly) after the term ends; and
 - where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977.

In these cases the landlord may propose a new rent at once. However, the first and third requirements referred to in notes 15 and 18 must still be observed.

The **third requirement**, which applies in **all** cases, is that the proposed new rent must start at the beginning of a period of the tenancy. For instance, if the tenancy is monthly, and started on the 20th of the month, rent will be payable on that day of the month, and a new rent must begin then, not on any other day of the month. If the tenancy is weekly, and started, for instance, on a Monday, the new rent must begin on a Monday

Service Charge Statement 2022_ 0150004046__

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Tenancy Reference: 0 [REDACTED]

23rd September 2022

Dear [REDACTED]

Your Annual Service Charge Statement for the period 1 April 2021 to 31 March 2022 is on the reverse of this letter. Please read this letter carefully as it explains a number of important things about your statement.

What does my statement show?

Your statement compares two values for each item included in your service charge:

- the estimated charge for each item. These were used to calculate what you should pay during 2021/22; and
- the actual cost incurred for each item for the year.

What happens if my statement shows that I have been charged more/less than the actual costs? Any difference (specified in your statement) will be taken into account when we set your service charges next year (April 2023-24). This will either be added to or deducted from the estimated costs that we calculate for 2023-24. This will also then reflect if there have been any changes to services during the course of the year. If services have been operating, but at a reduced rate than would have been expected, then this will be adjusted in the 2023-24 charges.

What about my payments?

Although the statement shows the estimated charges versus the actual costs, it does not reflect what you actually paid against those charges. Any payments you have made will go directly to your rent account and you will receive a separate statement for this after the end of the financial year in April 2023.

For information only: This is not an invoice nor a request for payment.

Charge Area	Your Portion (Weekly)	
	Estimated costs 2021-22	Actual costs 2021-22
	(£)	(£)
Alarm Service	0.69	0.39
Cleaning Communal Areas	2.20	3.06
Communal Maintenance	0.17	0.03
Door Entry System	0.85	0.33
Communal Heating	3.75	9.75
Communal Water	0.20	0.39
Fire Alarms & Equipment	0.18	0.18
Grounds Maintenance	2.02	2.02
Communal Laundry Facilities	0.26	0.60
Lift Maintenance	0.62	0.56
Communal Lighting & Electricity	3.89	0.49
Pest & Vermin Control	0.10	0.00
Staffing	2.39	2.34
Support	2.39	2.34
Communal Window Cleaning	0.39	0.40
Legionella Testing	0.25	0.24
Administration Charge	1.97	2.27
Heating	7.35	19.11
Water	0.00	0.00
Total	29.67	44.50

This amount will be added to your total service charges for 2023-24: £711.84

You will likely see a difference in gas and electric costs due to the current national issues. We are currently working with agencies to keep these at a minimum for all our residents as we understand this will be a concern to many of our tenants.

Is there any help available?

If you are struggling with the increased costs of living and require further support, please contact us on 03332 404 444, We will be happy to support you with an initial assessment to ensure you are receiving the correct welfare benefits or offer advice on any further financial assistance that you might be able to access.

What do I do if I have any questions?

If you have any questions regarding your statement, then please contact our Income Team on 03332 404 444.

Yours sincerely

Sophie Bates
Director of Customer and Communities

	2022-23 Budget	Inenco April 2023 Projection (Current Budget Projection)	GT Option 1. Inenco Recommended - Capped (Based on Options Portfolio)	JC Option 1. Inenco Recommended - Capped (Based on Options Portfolio)	Option 2. Fixed Rate for 6-12 months
Electricity	699,324	517,819	602,096	596,405	868,674
Gas	498,683	378,818	306,476	450,901	498,683
Total	1,198,007	896,637	908,572	1,047,306	1,367,357

No price provided for Gas, assumed 2022-23 Budget as worst case

Freebridge Community Housing

Utilities

	June Full Year Budget £'000	June YTD Budget £'000	June YTD Actual £'000	June YTD Variance to Budget £'000	June Budget £'000	June Actual £'000	June Variance to Budget Jun £'000	June Remaining Budget £'000
Heating (Gas)	(499)	(125)	(60)	64	(42)	(16)	25	(438)
Heating (Pellets)	(40)	(10)	(14)	(4)	(3)	(5)	(1)	(26)
Heating (Oil)	(11)	(3)	0	3	(1)	0	1	(11)
Electricity	(699)	(175)	(116)	59	(58)	(71)	(13)	(584)
Water	(48)	(12)	(9)	3	(4)	(0)	4	(39)
TOTAL	(1,297)	(324)	(199)	125	(108)	(92)	16	(1,098)

17:09

NH1 -

Month	04/09/2022
Current Market Price	444.95
Market High Price	448.57
Market Low Price	437.13
Current Market Cost	448.54
Market High Cost	452.17
Market Low Cost	444.95
Current Market Price	444.95
Market High Price	448.57
Market Low Price	437.13
Current Market Cost	448.54
Market High Cost	452.17
Market Low Cost	444.95

NH -

Month	04/09/2022
Current Market Price	444.95
Market High Price	448.57
Market Low Price	437.13
Current Market Cost	448.54
Market High Cost	452.17
Market Low Cost	444.95
Current Market Price	444.95
Market High Price	448.57
Market Low Price	437.13
Current Market Cost	448.54
Market High Cost	452.17
Market Low Cost	444.95

GH -

Month	04/09/2022
Current Market Price	444.95
Market High Price	448.57
Market Low Price	437.13
Current Market Cost	448.54
Market High Cost	452.17
Market Low Cost	444.95
Current Market Price	444.95
Market High Price	448.57
Market Low Price	437.13
Current Market Cost	448.54
Market High Cost	452.17
Market Low Cost	444.95

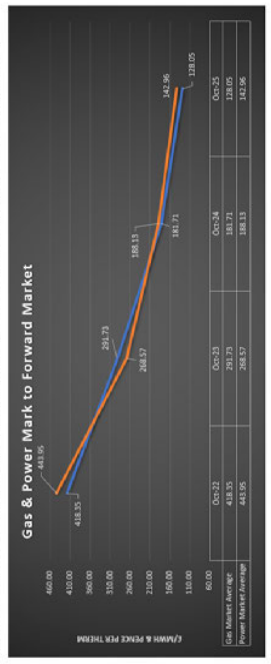
Consumption in kWh	1,019,918	50.00%
Winter Peak kWh	518,464	50.00%
Winter Peak kWh	518,464	50.00%
Winter Peak kWh	-	0.00%
Winter Peak kWh	-	0.00%

Consumption in kWh	1,019,918	50.00%
Winter Peak kWh	518,464	50.00%
Winter Peak kWh	518,464	50.00%
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Consumption in kWh	1,019,918	50.00%
Winter Peak kWh	518,464	50.00%
Winter Peak kWh	518,464	50.00%
Winter Peak kWh	-	0.00%
Winter Peak kWh	-	0.00%

Gas & Power Mark to Forward Market

I know we have a call booked in for tomorrow afternoon, but I thought I would try and get some figures over to you today (still happy to speak tomorrow). So yes currently, we would place the virtual cap at 5% above the market price on whatever day you enter the market and this would be your worst case scenario. I have included the below graph to show you the prices we are currently looking at for the next 4 years if the supply contract would be signed today.



Assumptions (Electricity Only)

Inenco Predicted Unit Cost	£520 per MWh
Predicted Annual Consumption HH Sites	400 MWh
NHH Sites	1,270 MWh
Total	1,671 MWh
Total Cost	£868,674 per MWh

400,482 KWh converted to MWh
1,270,045 KWh converted to MWh

Predicted consumption rates taken from 'Option 1 Inenco Proposal' Tab

Thu 28/07

Freebridge Community Housing Budget April 23 - March 24 [ref:00D1r1oJf_5004jgHC0nef] Outlook item

Freebridge Housing Proposal to 309320283 3.pdf 2 MB

Suggested Meetings

Hi Clare,

No problem at all, it is an option. You could get a 6 month contract up until April and enter the portfolio from then. However there are 3 major factors to take into account when doing this.

- If we were to get a 6 month contract fixed now, we would be looking at getting a winter only contract and the prices for winter only are around **£520/MWh for 6 months**. Whereas if you were to fix out from October, you would take a blend of winter 22 and summer 23 which would bring that price down to what the graph shows below but for 17 months and although we are giving ourselves that little bit more time to trade, it's still not a significant amount.
- Also suppliers are being very picky over what contracts they are sending out at the minute, so yes we could request the 6 month contract, but it's not guaranteed at the moment that the supplier would want to offer this (I am not saying they won't do it, but it is a possibility and if that does happen then we will be another 2 weeks down the line and in the same scenario whilst in continuing rising market).
- And lastly, the downward trajectory you see in the graph is what is known as backwardation, although them prices are low now, once we reach that point in time, we believe the prices to be up to what we are seeing in the October 22 position, so if it is an option you would like to pursue, I would say, if we get the 6 month fixed contract in place it is imperative that we then proceed to get the portfolio contract for April 22 signed straight away too so we can 1. Secure the position and get a cap in place and 2. Do before we get into the winter season where prices will naturally rise.

Ultimately, its your decision, we can advise as best we can and try doing what is right for you as a business. The main thing to look at here is getting a longer term contract in place, I think unfortunately, as we are so close to the go live date for October, either way we are going to see high prices. I suppose it depends whether you want to see extremely high prices for 6 months and then try getting something in place for April or you would want them prices to be lower for a 12 month period and then have 12 months to trade for the following year.

I hope this helps, please do ask questions, that is what I am here for.

Thanks,

Jonathon Caldwell | Procurement Specialist
Tel: 01253 785031 | Web: www.inenco.com | Twitter: @inenco

All folders are up to date. Commented by: Mirmosfi Firchane 100%



To:

Inenco, Ribble House
Ballam Road
Lytham
Lancashire
FY8 4TS

TotalEnergies Gas & Power Ltd
Bridge Gate
55 – 57 High Street
Redhill
Surrey
RH1 1RX

Attn: Sian Day

Dear Sirs,

Inenco are hereby authorised to deal on our behalf directly with TotalEnergies Gas & Power Ltd ("TotalEnergies") in connection with the supply of gas to all our Sites and to fix or determine the Contract Price on our behalf each Contract Year.

Inenco are also hereby authorised to request and obtain data from TotalEnergies relevant to the supply of gas to our Sites.

This letter of authority shall continue in force until further notice.

In signing this letter of authority we also undertake to buy gas and agree to be bound as the Customer under the terms of the attached General Conditions of TotalEnergies (as amended by this letter). This letter shall form the first page of such Agreement.

We acknowledge and agree that Inenco will, so long as this authority remains in force, provide to us the Schedule of Quantities containing details applicable to each Site including the Annual Quantities and the Contract Price, and will provide subsequent Schedules of Quantities each year revising such details as applicable. Should any such Schedule of Quantities contain a variation in respect of the Contract Price then the requirement for the Customer's countersignature and the other requirements of Clause 20(b) of the General Conditions shall not apply in respect of that variation.

The Maximum Annual Quantity shall be 120% of the Estimated Annual Quantity, and the Minimum Annual Quantity shall be 60% of the Estimated Annual Quantity (or 60% of the Estimated Annual Quantities of Sites in our group as specified in the Schedule of Quantities).

The gas supply Agreement shall, subject to Clause 14, initially remain in force for the Supply Period commencing on 1st October 2022 until 30th September 2026. Thereafter it shall continue for successive periods of one year (and the Supply Period shall be extended accordingly) unless either we or TotalEnergies gives to the other not less than twelve months' written notice of termination before the beginning of any such period. Termination pursuant to any such notice of termination under this Clause shall be subject to the provisions of Clauses 14(b) and 14(c) of the General Conditions. Clause 2 of such Conditions is hereby amended accordingly.

Payment Terms

Payment for gas will be in accordance with the General Conditions unless Option 1 or Option 2 is selected below: *[please tick box as appropriate]*

1	Payment by Direct Debit with 30 Days. (Only available if a DD mandate form is attached)	<input checked="" type="checkbox"/>
2	Payment by BACS within 28 days of date of invoice.	<input type="checkbox"/>

Registered Office: Juniper House, Austin Street, King's Lynn, Norfolk PE30 1DZ
Email: enquiries@freebridge.org.uk • Main Telephone: 03332 404 444

Freebridge Community Housing is a Registered Society under the Co-operative and Community Benefit Societies Act 2014. Registration No. 29744R, Registered with the Regulator of Social Housing No. L4463

Our preferred billing option is: *[please tick box as appropriate]*

1	Group – Consolidated invoice with site summary	✓
2	Customer/Head Office – Site level bills sent to head office and settled centrally	
3	Site – one bill per site settled site	

In the event the preferred billing option is not selected, Option 3 (as above) will apply.

Gas AMR (Automatic Meter Reading)

We understand that TotalEnergies will aim to install AMR equipment for the purpose of obtaining accurate, monthly meter readings on all gas meters where AMR equipment is not already installed.

Customer Details

The registered company details for TotalEnergies Gas & Power's contractual counter-party will be as follows:

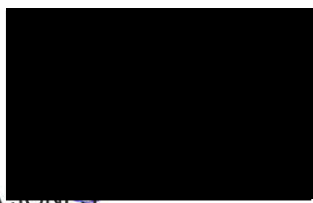
Company Name:	Freebridge Community Housing
Company Registration No:	IP29744R Charity
Registered Address:	Freebridge Community Housing

We will advise Inenco of any CCL exemptions or VAT reductions which apply.

I understand that I am seeking to enter into a legally binding agreement.

For the purposes of your statutory Redress Scheme, we agree to inform you in writing if at any time we have less than 10 employees, and an annual turnover of less than the sterling equivalent of 2 million Euros (and we agree to provide you with a copy of our accounts showing this). We will also tell you if this subsequently changes.

Signed,
for and on behalf of the Customer



Name (in capitals): ANITA JONES
 Position: CHIEF EXECUTIVE
 Date: 06.09.22

TOTALENERGIES GAS & POWER LIMITED

REQUEST FOR GAS EMERGENCY SAFETY CONTACTS

For each site with an AQ over 732,000kWh, would you please enter and return the following information by email to Sian.Day@totalenergies.com

- 1. Group Name:
- 2. Street Name
- 3. Address
- 4. Site Contact:
- 5. Account Contact:

Name:	Name:
Title:	Title:
Tel:	Tel:
Fax:	Fax:

- 6. Twenty-four hour contact names (IN BLOCKS PLEASE) and numbers required in case of an emergency*

A	Name Freebridge Community Housing (08.00 to 17.15) Job Title Tel: 03332 404 444 Fax:
B	Name: MEDIQUIP (Out of Hours 17.15 to 08.00) Job Title Tel: 03330 150 326 Fax:
C	Name Job Title Tel: Fax:

*If the site is 24 hour manned, only one contact name need be entered; in all other cases three contacts are required.

If interruptible contract an interruptible contact telephone and fax number (24 hour) also needs to be provided.



To:

Inenco, Ribble House
Ballam Road
Lytham
Lancashire
FY8 4TS

TotalEnergies Gas & Power Ltd
Bridge Gate
55 – 57 High Street
Redhill
Surrey
RH1 1RX

Attn: Sian Day

Dear Sirs,

Inenco are hereby authorised to deal on our behalf directly with TotalEnergies Gas & Power Ltd ("TotalEnergies") in connection with the supply of electricity to all our Sites and to fix or determine the Contract Price on our behalf each Contract Year.

Inenco are also hereby authorised to request and obtain data from TotalEnergies relevant to the supply of electricity to our Sites.

This letter of authority shall continue in force until further notice.

In signing this letter of authority we also undertake to buy electricity and agree to be bound as the Customer under the terms of the attached General Conditions of TotalEnergies (as amended by this letter). This letter shall form the first page of such Agreement.

We acknowledge and agree that Inenco will, so long as this authority remains in force, provide to us the Schedule of Rates and Premises containing details applicable to each Site including the Supply Voltage, Capacity, and Contract Price, and will provide subsequent Schedules of Rates and Premises each year revising such details as applicable. Should any such Rates and Premises contain a variation in respect of the Contract Price then the requirement for the Customer's countersignature and the other requirements of Clause 20 of the General Conditions shall not apply in respect of that variation.

The electricity supply Agreement shall, subject to Clause 14, initially remain in force for the Supply Period commencing on 1st October 2022 until 30th September 2026. Thereafter it shall continue for successive periods of one year (and the Supply Period shall be extended accordingly) unless either we or TotalEnergies give to the other not less than twelve months' written notice of termination before the beginning of any such period. Termination pursuant to any such notice of termination under this Clause shall be subject to the provisions of Clauses 14(c) and 14(d) of the General Conditions. Clause 2 of such Conditions is hereby amended accordingly.

Payment Terms

Payment for electricity will be in accordance with the General Conditions unless Option 1 or Option 2 is selected below: *[please tick box as appropriate]*

1	Payment by Direct Debit within 30 Days	<input checked="" type="checkbox"/>
2	Payment by Cheque/BACS within 10 days of date of invoice.	<input type="checkbox"/>

In the event that payment is not made by the selected option, payment terms will be those in the General Conditions.



Registered Office: Juniper House, Austin Street, King's Lynn, Norfolk PE30 1DZ
Email: enquiries@freebridge.org.uk • Main Telephone: 03332 404 444

Freebridge Community Housing is a Registered Society under the Co-operative and Community Benefit Societies Act 2014. Registration No. 29744R, Registered with the Regulator of Social Housing No. L4463

Billing Options

Our preferred billing option is: *[please tick box as appropriate]*

1	Group – Electronic consolidated invoice with site summary	<input checked="" type="checkbox"/>
2	Customer/Head Office – Site level bills sent to head office and settled centrally	<input type="checkbox"/>
3	Site – one bill per site settled site	<input type="checkbox"/>

In the event the preferred billing option is not selected, Option 3 (as above) will apply.

NHH AMR (Automatic Meter Reading)

We understand that subject to our further acceptance of TotalEnergies's NHH AMR Installation and Data Services Agreement, TotalEnergies will aim to install AMR equipment for the purpose of obtaining accurate, monthly meter readings to all NHH meters where AMR equipment is not already installed.

Customer Details

Please provide below the registered company details for TotalEnergies Gas & Power's contractual counterparty.

Company Name:	Freebridge Community Housing
Company Registration No:	IP29744R Charity
Registered Address:	Freebridge Community Housing

We (the Customer) will advise Inenco of any CCL exemptions or VAT reductions which apply.

I understand that I am seeking to enter into a legally binding agreement.

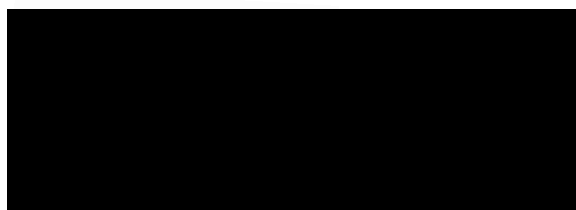
For the purposes of your statutory Redress Scheme, we agree to inform you in writing if at any time we have less than 10 employees, and an annual turnover of less than the sterling equivalent of 2 million Euros (and we agree to provide you with a copy of our accounts showing this). We will also tell you if this subsequently changes.

Signed,
for and on behalf of the Customer

Name (in capitals):

Position:

Date:



DIRECTOR/DEPUTY CHIEF EXECUTIVE (RESOURCES)

14.09.2022

NHH -

Date	04/08/2022
------	------------

	Current Market £/Mwh	Market High £/Mwh	Market High Cost	Current Market Cost
October 22-23	£443.95	£443.95	£458,563.22	£458,563.22
October 23-24	£268.57	£268.57	£277,413.47	£277,413.47
October 24-25	£188.13	£188.13	£194,324.74	£194,324.74
October 25-26	£142.96	£147.21	£152,052.17	£147,662.22

Consumption in KWH	1,032,928	Percentage
Summer Baseload KWH	516,464	50.00%
Winter BaseloadKWH	516,464	50.00%
Winter Peak KWH	-	0.00%
Summer Peak KWh	-	0.00%

HH -

Date	04/08/2022
------	------------

	Current Market £/Mwh	Market High £/Mwh	Market High Cost	Current Market Cost
October 22-23	£443.95	£443.95	£137,841.37	£137,841.37
October 23-24	£268.57	£268.57	£83,388.84	£83,388.84
October 24-25	£188.13	£188.13	£58,412.86	£58,412.86
October 25-26	£142.96	£147.21	£45,705.97	£44,386.38

Consumption in KWH	310,492	Percentage
Summer Baseload KWH	155,246	50.00%
Winter BaseloadKWH	155,246	50.00%
Winter Peak KWH	-	0.00%
Summer Peak KWh	-	0.00%

Gas -

Date	04/08/2022
------	------------

	Current Market p/therm	Market High p/therm	Market High Cost	Current Market Cost
October 22-23	418.35	427.71	£450,901.09	£441,038.76
October 23-24	291.73	291.73	£307,551.98	£307,551.98
October 24-25	181.71	182.74	£192,648.66	£191,563.86
October 25-26	128.05	129.37	£136,387.50	£134,990.11

Consumption in KWH	3,088,898	Percentage
Consumption in Therms	105,423	
Summer Baseload KWH	1,544,449	50.00%
Winter BaseloadKWH	1,544,449	50.00%
Summer Baseload therms	52,712	
Winter Baseload therms	52,712	

GENERAL CONDITIONS**1. Definitions**

- (a) "Act" means the Gas Act 1986 as amended by the Gas Act 1995 and as otherwise amended.
- (b) "Agreement Date" means the date of the Agreement shown on the first page.
- (c) "Billing Period" means the period covered by an invoice.
- (d) "Confidential Information" means any information relating to the affairs of either party obtained by the other party pursuant to or in the course of negotiation or performance of the Agreement, which shall include for the purpose of the Customer's duty of confidentiality, information relating to the affairs of the Transporter that TotalEnergies may from time to time disclose to the Customer on terms that such information is to be kept confidential.
- (e) "Consumption Reconciliation" means a reconciliation and adjustment in relation to gas consumed by the Customer in respect of differences between:
- the quantities of gas assumed to be consumed by the Customer during the relevant period,
 - the quantities subsequently determined to have been consumed pursuant to a Meter Reading.
- (f) "Contract Price" means the price of gas shown or referred to on the first page of this Agreement, subject to any amending paragraphs.
- (g) "Contract Year" means any period beginning at 0500 hours on the Supply Date or any anniversary of the Supply Date and ending at 0500 hours on the next anniversary of the Supply Date.
- (h) "Credit Vetting Procedure" means the internal credit checks of TotalEnergies or those of any external party including any checks carried out by the credit insurers of TotalEnergies referred to in Clause 6A(a).
- (i) "Customer" means the person or company named as such on the first page of the Agreement. References herein to "the Customer" shall include the masculine or feminine as applicable.
- (j) "Day" means a period of twenty four hours beginning at 0500 hours on any day and ending at 0500 hours on the next day.
- (k) "Estimated Annual Quantity" means that Quantity of gas specified as such in the Schedule of Quantities in respect of each Site.
- (l) "Gas Code" means the code set out at Schedule 2B to the Act.
- (m) "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking.
- (n) "Industry Charges" means any charges (excluding Transportation Charges) imposed on TotalEnergies as a result of TotalEnergies supplying gas to the Supply Point, including but not limited to Unidentified Gas Charges as defined by the Uniform Network Code.
- (o) "Large Site" means any Site the consumption of gas at which during the 12 months prior to the first delivery in accordance with the Agreement, is greater than 732,000 kWh (25,000 Therms), or where there is installed at the Site equipment which enables the Transporter to take Meter Readings remotely at set intervals.
- (p) "Maximum Annual Quantity" means that quantity of gas specified as such in the Schedule of Quantities in respect of each Site which shall not be exceeded in any Contract Year.
- (q) "Maximum Daily Quantity" means that quantity of gas specified as such in the Schedule of Quantities which shall not be exceeded on any Day.
- (r) "Maximum Period Quantity" means that quantity of gas specified as such in the Schedule of Quantities in respect of each Site which shall not be exceeded in the Supply Period.
- (s) "Meter" means the equipment for measuring the quantity of gas consumed, installed at or near each Supply Meter Point.
- (t) "Meter Installation" means the Meter and associated equipment and installations installed or to be installed at the Customer's premises including any associated pipework, regulator, filters, valves, seals, housings and mountings, any equipment for automated meter reading, and any smart or advanced meters and associated equipment and devices.
- (u) "Meter Reading" means a reading of the index of the Meter.
- (v) "Micro Business Consumer" means a business that employs fewer than ten people (or their full time equivalent) and which has an annual turnover or annual balance sheet total of less than 2 million euros; or which uses less than 293,000 kWh of gas per year.
- (w) "Minimum Annual Quantity" means a quantity of gas specified as such in relation to each Site or group of Sites in the Schedule of Quantities.
- (x) "Minimum Period Quantity" means the quantity of gas specified as such in respect of each Site or group of Sites in the Schedule of Quantities.
- (y) "Month" means a period beginning at 0500 hours on the first day of any calendar month and ending at 0500 hours on the first day of the next calendar month.
- (z) "Monthly Reference Consumption" means a quantity of gas calculated by applying monthly factors (available on request, if any) to the Estimated Annual Consumption (if any).
- (aa) "Network Code" means
- the agreement (as modified or augmented by additional or ancillary agreements from time to time) between shippers of gas (including TotalEnergies) and Transco and other pipeline system operators which governs (amongst other matters) the delivery by the shippers of natural gas to the System, the transportation of natural gas through the System by Transco and the offtake of gas from the System by shippers (the "Uniform Network Code"); and
 - where appropriate, any other similar transportation agreement relating to a part of the System to which the Supply Point is connected which is owned and operated by a Transporter other than Transco.
- (aa) "Non Annual" means, in the case of the Supply Period, the Supply Period being neither a period of one year nor multiple periods of one year.
- (ab) "Offtake Point" means, in respect of each Supply Meter Point comprised in a Supply Point, the outlet of the customer control valve on the service pipe.
- (ac) "Reconciliation Quantity" means the amount by which the quantity determined pursuant to a Meter Reading to have been consumed by the Customer in the relevant period differs from the quantity previously assumed or determined to have been consumed since the preceding Meter Reading.
- (ad) "Relevant Date" means the day on which the Customer:
- entered into this Agreement (or where the Customer entered into this Agreement after 5pm on a Working Day, or on a day that is not a Working Day, the next following Working Day); and
 - provided TotalEnergies or its authorised representative with sufficient information to conduct the switch; and
 - would reasonably expect the switch to take place without further action on its part.
- (ae) "Site" means a location at which the Customer carries on its business and which is identified in the Schedule of Quantities. The Site(s) identified in the Schedule of Quantities may be amended from time to time by agreement in writing between the parties.
- (af) "Small Site" means any Site which is not likely to consume more than 732,000 kWh (25,000 Therms) per annum.
- (ag) "SONIA" means the one month Sterling Overnight Index Average rate published by the Bank of England from time to time.
- (ah) "Standard Variable Rate" means such rate as published by TotalEnergies from time to time.
- (ai) "Stranded Gas Charge" means the charge calculated according to the provisions of Clauses 5(j), (k), (l) or (m).
- (aj) "Supplier Transfer" in relation to any premises at which a gas supplier is supplying gas, means the transfer of responsibility for

that supply under the Network Code from that gas supplier to another gas supplier.

- (ak) "Supply" means the provision of gas pursuant to the Agreement.
- (al) "Supply Date" means the first day of the Supply Period.
- (am) "Supply Licence" means the licence granted or deemed to be granted to TotalEnergies pursuant to Section 7A(1)(a) of the Act.
- (an) "Supply Meter Point" means a point on the System at which gas may be offtaken for the purposes of supply directly to a Site.
- (ao) "Supply Period" means the period shown on the first page of the Agreement as such period may be extended pursuant to Clause 2.
- (ap) "Supply Point" means in respect of each Site the Supply Meter Point or Supply Meter Points at the Site.
- (aq) "Supply Point Offtake Rate" means the maximum instantaneous rate in kWh/hour at which the Transporter permits offtake of gas at the Supply Point.
- (ar) "System" means either collectively or individually as appropriate:
 - (i) the main national pipeline system operated by Transco through which gas is conveyed;
 - (ii) the pipeline systems operated by any other Transporters through which gas is conveyed.
- (as) "System Marginal Buy Price" shall have the meaning given thereto in Transco's Uniform Network Code.
- (at) "TotalEnergies" means TotalEnergies Gas & Power Ltd.
- (au) "Transportation Charges" means such charges in relation to Capacity Charge, Commodity Charge and Site Charge as are levied by the Transporter, such charges in relation to Metering (for meter provision, installation and maintenance) as are published by National Grid Metering Ltd, and such charges in relation to Meter Reading as are published on the website of TotalEnergies, in connection with the Supply, and the terms "Capacity Charge", "Commodity Charge", "Site Charge", and "Metering Charge" shall be as defined in the agreements between the Transporter or pipeline system owner or National Grid Metering Ltd or provider of metering services (as applicable) and TotalEnergies, and shall include any amendment thereto, so that the charges herein referred to are charges for the same service whatever name may be applied to them; and "Transportation and Industry Charges" means Transportation Charges and Industry Charges.
- (av) "Transporter" means either collectively or individually as appropriate:
 - (i) National Grid Gas plc ("Transco") as licensee under the Gas Transporter's Licence treated as granted to Transco under the Act;
 - (ii) any other pipeline operator who transports gas supplied to the Customer

by TotalEnergies in connection with the Agreement.

- (aw) "Working Day" means Mondays to Fridays inclusive but excludes Bank and public holidays.

2. Duration

The Agreement shall, subject to Clause 14, initially remain in force for the Supply Period commencing on the Supply Date. It shall continue thereafter (and the Supply Period shall be extended accordingly) unless and until either party has given to the other not less than 30 days' written notice of termination expiring after the end of such initial period.

Termination pursuant to any such notice of termination under this Clause shall be subject to the provisions of Clauses 14(b) and (c).

3. Provision of the Supply

- (a) Subject to Clauses 3(b) and 3(c), TotalEnergies shall supply natural gas to the Supply Point at each Site set out in the Schedule of Quantities commencing on the Supply Date on and subject to the terms of the Agreement, such Supply being in accordance with regulations from time to time made pursuant to Section 16(1) of the Act with regard to pressure and purity.
 - (b) Commencement of the Supply and the terms of Supply are subject to the following conditions:
 - (i) the Supplier Transfer to TotalEnergies, in respect of the Customer's premises concerned, being completed;
 - (ii) in the case of contracts which permit interruption of the supply of gas, confirmation by the Transporter that it has or will in time for the Supply to begin designate the Supply Point as being one at which the Transporter may instruct the offtake of gas to be discontinued;
 - (iii) where works are required to connect, or modify existing connections to the Site or the System, completion of such works and registration of the new Supply Point by the Transporter;
 - (iv) the satisfactory provision to TotalEnergies of any information requested pursuant to Clause 4(b) and 8(f) or any other requirement in the Agreement;
 - (v) the Customer having met any Credit Vetting Procedure,
- and the provisions of Clause 3(c) shall apply in relation to these conditions.

- (c) At any time the conditions in 3(b) are not met:
 - i) TotalEnergies shall have no liability to the Customer under the Agreement; and
 - ii) the Customer shall indemnify TotalEnergies in respect of any liabilities to the Transporter (including, but not limited to, charges imposed by the Transporter in respect of the gas consumed) arising from the Customer's offtaking gas from the System.
- (d) Subject to Clauses 12(c) and 4(d)(ii), the Customer shall purchase its entire requirements for gas at the Supply Point from

TotalEnergies whilst the Agreement is in force.

4. Quantity

The Customer shall ensure that its consumption of gas at any Site shall not without prior written consent of TotalEnergies, which consent shall not unreasonably be withheld, in any Contract Year exceed the Maximum Annual Quantity applicable to that Site.

Where the Supply Period is Non Annual, the Customer shall ensure that its consumption of gas at any Site shall not without prior written consent of TotalEnergies, which consent shall not unreasonably be withheld, in the Supply Period exceed the Maximum Period Quantity applicable to that Site. Where the Supply Period continues for a period or successive periods of one year pursuant to Clause 2, the foregoing paragraph shall apply and the Maximum Annual Quantity shall be 120% of the Estimated Annual Quantity.

Subject to the above the following provisions shall apply in relation to each Large Site:

- (a) The Customer shall ensure that its consumption of gas at any Site shall not without the prior written consent of TotalEnergies in any Day exceed the Maximum Daily Quantity or that its rate of consumption shall not without the prior written consent of TotalEnergies exceed the Supply Point Offtake Rate (where such rate is notified to the Customer). In the event that the Customer fails to comply with this provision TotalEnergies shall not be liable to the Customer for the consequences of the Transporter taking any steps available to it to secure reduction or discontinuance of the offtake of gas from the System at the Supply Point.
 - (b) The Customer shall at the request of TotalEnergies (made prior to or during the Supply Period) promptly provide TotalEnergies with such good faith estimates of the quantity of gas it expects to consume in specified periods and with such other information relating to the Customer's consumption of gas as TotalEnergies considers necessary or reasonable.
- And in relation to all Sites:
- (c) The Customer shall notify TotalEnergies promptly if there is likely to be a change of more than 10% to any estimated gas requirements previously notified to TotalEnergies.
 - (d) (i) TotalEnergies shall use all reasonable endeavours to make arrangements which permit the consumption of gas by the Customer in excess of any maximum quantities specified in the Agreement if so requested in writing by the Customer, but TotalEnergies shall be under no obligation to do so. Any consent to such increased levels of consumption shall be in writing and shall stipulate any terms upon which such consent is granted. If the Customer's consumption of gas does exceed any of the above maximum quantities without the prior written consent of TotalEnergies then TotalEnergies shall be entitled to stop or limit the Customer's supply of gas, and may charge the Customer for such excess at a rate determined by

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TotalEnergies by issuing an invoice or by varying the Contract Price.

- (ii) In the event that the Customer intends to install additional Supply Meter Point(s) at the Site it shall, not less than 40 (forty) Days prior to such proposed installation, give TotalEnergies proper written notice of the proposed addition and the quantity of gas proposed to be purchased in respect thereof. In the event that TotalEnergies agrees to the proposal, after giving written notice to that effect, such Supply Meter Point(s) shall be added to the Schedule of Quantities. In the event that TotalEnergies does not agree, the Customer shall be entitled to contract with another supplier in respect of the supply of gas to such additional Supply Meter Point(s).
- (e) (i) In the event that the Customer's consumption of gas at the Site (or, in relation to Sites in a group for which a single Minimum Annual Quantity is specified in the Schedule of Quantities, the aggregate consumption of gas at those Sites) is less than the Minimum Annual Quantity in any Contract Year the Customer shall be charged for the Minimum Annual Quantity in respect of the Site (or Sites) (less any Stranded Gas Charge payable by the Customer) in accordance with Clause 6, provided that this Clause 4(e)(i) shall not apply where TotalEnergies has terminated this Agreement otherwise than in accordance with Clause 14(a). It is agreed that this charge is a reasonable and proportionate method of protecting the legitimate interest of TotalEnergies in recovering the cost of gas which is not consumed by the Customer.
- (ii) Where the Supply Period is Non Annual, in the event that the Customer's consumption of gas at the Site (or, in relation to Sites in a group for which a single Minimum Period Quantity is specified in the Schedule of Quantities, the aggregate consumption of gas at those Sites) is less than the Minimum Period Quantity in the Supply Period the Customer shall be charged for the Minimum Period Quantity in respect of the Site (or Sites) (less any Stranded Gas Charge payable by the Customer) in accordance with Clause 6, provided that this Clause 4(e)(ii) shall not apply where TotalEnergies has terminated this Agreement otherwise than in accordance with Clause 14(a). It is agreed that this charge is a reasonable and proportionate method of protecting the legitimate interest of TotalEnergies in recovering the cost of gas which is not consumed by the Customer. Where the Supply Period continues for a period or successive periods of one year pursuant to Clause 2, the provisions of Clause 4(e)(i) shall apply for the extension of the Supply Period and the Minimum Annual Quantity shall be 85% of the Estimated Annual Quantity.
- (f) In the event that:
 - (i) TotalEnergies is liable under the Agreement for failure of the Supply

arising from a breach by the Transporter of its obligations under the Network Code; or

- (ii) gas is below minimum quality requirements and the Customer either continues or refuses to take such gas;

TotalEnergies shall pay to the Customer such sums as are received from the Transporter by way of compensation less an administration charge of 10% on the basis that such payment shall be the limit of liability of TotalEnergies to the Customer in such circumstances.

5. Price of Gas

- (a) The price for gas supplied under the Agreement during the initial Supply Period shall be the Contract Price shown on the first page of the Agreement (subject to variation in accordance with the provisions of the Agreement). Where the Agreement continues thereafter pursuant to Clause 2, the price for gas supplied during the extended Supply Period shall be the Standard Variable Rate. Where the Agreement continues after the expiry of the Supply Period pursuant to Clause 14(c), the price for gas supplied shall be the rate specified pursuant to that Clause.
- (b) In addition the Customer shall pay to TotalEnergies on production of the appropriate tax invoice or other certificate the amount of any United Kingdom tax, levy (including Climate Change Levy), duty or impost on gas or on the processing, sale or supply of gas which is either payable or to be collected by TotalEnergies in respect of the gas or which is payable by any previous supplier thereof and reimbursable by TotalEnergies.
- (c) Where the Customer breaches any of the provisions of Clause 4 TotalEnergies reserves the right to recover from the Customer any additional charges imposed on TotalEnergies by the Transporter resulting from such breach by issuing an invoice or by varying the Contract Price, whichever TotalEnergies deems appropriate.
- (d) If Transportation Charges change or if any Industry Charges are introduced or changed in respect of all or part of the Supply Period, TotalEnergies reserves the right to recover from the Customer additional charges reflecting those imposed on TotalEnergies by issuing an invoice or by varying the Contract Price, whichever TotalEnergies deems appropriate.
- (e) Where the ESGM Price Assessment for day ahead in respect of any Day in the Supply Period, as published by Heren Energy in European Spot Gas Markets (or, in the absence of a day ahead price, the last published price for that Day) ("NBP offer price") is 1 pence per kWh (or more) higher than the Cost of Gas within the agreed Contract Price, then TotalEnergies reserves the right to recover an additional amount from the Customer equal to the Estimated Annual Quantity/365 x (NBP offer price less the Cost of Gas within the agreed Contract Price) for each such Day, by issuing an invoice or by varying the Contract Price, whichever TotalEnergies deems appropriate.

- (f) Where Clause 12(b)(ix) applies the Contract Price shall be the System Marginal Buy Price for each Day in which gas is consumed plus 0.025 pence per kWh plus Transportation and Industry Charges levied for that Day.
- (g) If the Customer ceases consumption of gas (or the consumption is de minimis) at any Meter, or if the Customer does not require a supply of gas at any Meter, then until the Meter is removed the Customer shall pay, in respect of such Meter and in addition to any other charges under this Agreement, the greater of either:
 - (i) a standing charge of £100 plus VAT per month; or
 - (ii) the Transportation and Industry Charges incurred by TotalEnergies in relation to the Site.
- (h) Upon removal of any Meter (whether at the Customer's request or otherwise), the Customer shall pay TotalEnergies, in respect of such Meter and in addition to any other charges under this Agreement, charges for the removal of the Meter and for making the Site safe including:
 - (i) all charges imposed by the Transporter; and
 - (ii) an administration charge of 10% limited to £100 plus VAT; and
 - (iii) all other expenses in connection with the Meter removal, including any termination fee imposed by the meter asset manager.
- (i) TotalEnergies shall account to the Customer for any consideration payable by the Transporter in respect of the Customer having accepted that the supply of gas may be interrupted (save to the extent that such consideration has already been taken into account in the Transportation Charges payable to TotalEnergies by the Customer) by issuing a credit note or by varying the Contract Price, whichever TotalEnergies deems appropriate.
- (j) If the Supplier Transfer to TotalEnergies is not completed within 5 Working Days following the Supply Date (and provided TotalEnergies is not in breach of its obligations under Clause 14B), or if the Customer terminates this Agreement before the end of the initial Supply Period referred to in Clause 2 otherwise than in accordance with Clause 14(a), or if TotalEnergies terminates this Agreement in accordance with its terms, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Gas Charge calculated as the difference between the Contract Price and the market price for any volumes of gas for which the Contract Price has been fixed for the period from and including the Supply Date (or the Day upon which the notice of termination was given), less the Transportation and Industry Charges that TotalEnergies would have incurred in respect of such volumes, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell such volumes into the wholesale traded market for gas on the 5th Working Day following the Supply Date or

(as applicable) on the date such termination comes into effect.

- (k) If, during or at any time before the initial Supply Period, the Customer ceases to occupy the Site or this Agreement is treated as terminated by the Customer under Clause 14B(b), the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Gas Charge calculated as the difference between the Contract Price and the market price for any volumes of gas for which the Contract Price has been fixed for the period from and including the Day upon which the Customer ceases to occupy the Site or (as applicable) notifies TotalEnergies that it does not wish the Supplier Transfer to take place, less the Transportation and Industry Charges that TotalEnergies would have incurred in respect of such volumes, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell such volumes into the wholesale traded market for gas on the Day when the Customer ceases to occupy the Site or (as applicable) on the Day of such notice.
- (l) If either of the conditions in subclauses (i) or (iii) of Clause 14B(c) applies, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Gas Charge calculated as the difference between the Contract Price and the market price for any volumes of gas for which the Contract Price has been fixed for the period from and including the Day upon which the Supply would have commenced had such condition not applied, less the Transportation and Industry Charges that TotalEnergies would have incurred in respect of such volumes, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell such volumes into the wholesale traded market for gas on the Day the Supply would have commenced had such condition not applied.
- (m) If the Customer ceases consumption of gas (or the consumption is de minimis) at all Sites, or upon the removal of all Meters at all Sites, TotalEnergies may give 7 days' notice to the Customer of its intention to apply a Stranded Gas Charge calculated in accordance with this Clause 5(m). Should consumption not resume by the Customer within such 7 day period at all Sites, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Gas Charge calculated as the difference between the Contract Price and the market price for any volumes of gas for which the Contract Price has been fixed for the period from and including the Day upon which the notice was given, provided that the market price is less than the Contract Price. Such market price shall be the price that would have been obtained if TotalEnergies had sold such volumes into the wholesale traded market for gas on the first Working Day following the expiry of the 7 day period.
- (n) Without prejudice to Clause 4(d)(ii), new Supply Points connected at any Site, and new Supply Points connected at any

additional site where a request for such connection is made to TotalEnergies by the Customer or on its behalf, shall be treated as supplied under this Agreement with effect from the date of installation of the new meter at such Supply Point. Unless otherwise agreed with TotalEnergies, the initial Supply Period in respect of such Supply Points shall be 12 Months and the price for gas supplied to such Supply Points shall be payable by the Customer at the rate referred to in Clause 14(c) plus standing charges.

- (o) Upon removal (whether at the Customer's request or otherwise) of any equipment installed for the purposes of automated meter reading or smart or advanced metering, and upon any non-standard installation of such equipment, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, charges for the same including (in the case of removal) any termination fee imposed by the provider of the automated meter reading or smart or advanced metering services.
- (p) If
 - (i) on any Day in the Supply Period SONIA is 1% (or more) higher than it was on the Agreement Date and the Customer's credit terms under Clause 6(e) are greater than 10 days, or
 - (ii) any monthly invoice issued by TotalEnergies for gas supplied under this Agreement is for an amount, excluding VAT, that is 25% (or more) higher than the highest invoice for gas supplied that has been previously issued by TotalEnergies under this Agreement,
 then TotalEnergies reserves the right to increase the Contract Price to reflect its increased costs of credit.

6. Payment

For each Site the following provisions shall apply:

- (a) TotalEnergies shall for each Billing Period issue an invoice to the Customer in respect of:
 - i) the following quantity of gas charged for at the Contract Price:
 - (aa) for Large Sites, the quantity of gas actually consumed by the Customer in that Billing Period (as determined by the Transporter); and
 - (bb) for Small Sites:
 - (A) for any Meter which is read monthly the total of the quantities of gas actually consumed by the Customer in each Month in the Billing Period; and
 - (B) for any Meter which is not read monthly the quantity of gas equal to the Monthly Reference Consumption for each Month (or part thereof) in the Billing Period;

provided that, in respect of a Meter that is read monthly, if no Meter reading has been obtained at the end of any Month TotalEnergies may substitute for the

quantity actually consumed its best estimate of such quantity;

- (ii) if any Consumption Reconciliation has been carried out in the Billing Period the Reconciliation Quantity charged at the Contract Price.
- (b) If on the first day of the Supply Period no Meter Reading is obtained, TotalEnergies shall be entitled, upon the next Consumption Reconciliation, to invoice the Customer for the entire Reconciliation Quantity, notwithstanding that a part thereof relates to a period before the Supply Period.
- (c) (i) If the quantity of gas consumed by the Customer in any Contract Year is less than the Minimum Annual Quantity then the following shall apply:
 - (aa) if any part of the shortfall arose due to the fault of TotalEnergies or the Transporter, no charge shall be made for such shortfall or part shortfall;
 - (bb) otherwise the shortfall shall be charged for at the Contract Price at the end of the last Month of the Contract Year.
- (ii) Where the Supply Period is Non Annual, if the quantity of gas consumed by the Customer in the Supply Period is less than the Minimum Period Quantity then the following shall apply:
 - (aa) if any part of the shortfall arose due to the fault of TotalEnergies or the Transporter, no charge shall be made for such shortfall or part shortfall;
 - (bb) otherwise the shortfall shall be charged for at the Contract Price at the end of the last Month of the Supply Period. Where the Supply Period continues for a period or successive periods of one year pursuant to Clause 2, the provisions of Clause 6(c)(i) shall apply for the extension of the Supply Period and the Minimum Annual Quantity shall be 85% of the Estimated Annual Quality.
- (d) The Customer shall be charged for any sum payable pursuant to Clauses 2, 4, 5 and 6.
- (e) The Customer shall pay the amount due in respect of each invoice within 10 days of date of invoice.
- (f) All payments due to be made by the Customer to TotalEnergies under the Agreement shall be made by direct bank transfer or an equivalent instantaneous transfer of funds if agreed by TotalEnergies in writing to such place as TotalEnergies may from time to time direct and, at the request of TotalEnergies, shall be initiated by Direct Debit (in which case an administration charge, details of which are available from TotalEnergies upon request, will apply every time payment is collected or received by any other means). Any credit or debit card charges incurred by TotalEnergies in respect of Customer transactions shall be payable in addition by the Customer.

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- (g) If payment is not received by TotalEnergies by the due date then without prejudice to any other rights or remedies that TotalEnergies may have TotalEnergies shall be entitled (i) to levy a late payment charge of £20 per Site in respect of which payment is overdue, and (ii) to charge interest on overdue amounts (but not on the late payment charge) from the due date until payment at the rate of four per cent per annum above HSBC Bank PLC base rate from time to time in force.
- (h) Sums claimed in invoices are preliminary sums and are subject to reconciliation and correction.
- (i) Failure to pay more than one invoice by the due date shall amount to a material breach of the Agreement for the purposes of Clause 14(a)(i).
- (j) TotalEnergies may set off any amount payable by TotalEnergies to the Customer under this Agreement against any amount payable by the Customer to TotalEnergies under this or any other agreement between the Customer and TotalEnergies (including any agreement for the supply of electricity), including in respect of any accrued charges, irrespective of whether or not such amount has been invoiced and/or is due to be invoiced and/or (where invoiced) has become due for payment.
- (k) If the Customer has used a third party intermediary or broker ("TPI"), the TPI will earn commission for helping arrange this Agreement and other related services, which shall be included in the Contract Price and paid direct by TotalEnergies to the TPI.
- (l) (i) Subject to Clause 6(l)(ii), where TotalEnergies issues an invoice to the Customer (or otherwise seeks to recover) for its charges for gas consumed by the Customer after the Offtake Point (a "charge recovery action"), TotalEnergies will only do so in respect of:
- (aa) units of gas which could reasonably be considered to have been consumed within the 12 months preceding the date the charge recovery action was taken; and
- (bb) where applicable, amounts in respect of standing charges or any other type of supply charge accrued within the 12 months preceding the date the charge recovery action was taken.
- (ii) Clause 6(l)(i) does not apply where the Customer is not a Micro Business Consumer or in any of the following circumstances:
- (aa) where any charge recovery action was taken prior to 1st November 2018;
- (bb) TotalEnergies has taken a charge recovery action following 1st November 2018 in a manner which complied with Clause 6(l)(i) and, due to non-payment is continuing to take steps to obtain payment for the same units of gas and, where applicable, the same amounts in respect of standing charges or other type of supply charge;
- (cc) TotalEnergies has been unable to take a charge recovery action for the correct amount of gas consumed due to obstructive or manifestly unreasonable behaviour of the Customer;
- (dd) any other circumstances, which following consultation, the Gas and Electricity Markets Authority may specify by publishing a statement in writing.

6A. Change In Financial Circumstances

- (a) If, before the Supply Date or at any time during the term of this Agreement, TotalEnergies has reasonable grounds for believing
- (i) that the Customer may be unable to meet its obligations under this Agreement, or
- (ii) that the financial circumstances of the Customer have deteriorated to a level unacceptable to TotalEnergies, or
- (iii) that any credit insurance policy applied for or obtained by TotalEnergies in respect of payments due from the Customer under this Agreement is denied, expires, is cancelled or withdrawn,
- then TotalEnergies may either:
- (iv) terminate the Agreement forthwith by written notice to the Customer; or
- (v) give notice to the Customer stating its reasonable grounds (in the case of (i) or (ii) above or the existence of the circumstances in the case of (iii) above) and requesting adequate financial assurances of due performance.
- (b) In the event the Customer is unable or unwilling to provide the adequate financial assurance requested by TotalEnergies within seven (7) days of receipt of a notice given by TotalEnergies pursuant to Clause 6A(a)(v), TotalEnergies may:
- (i) terminate the Agreement forthwith by written notice to the Customer;
- (ii) refuse any instruction of the Customer to fix the price of gas for any period that follows the giving of the notice under Clause 6A(a)(v) (notwithstanding any other provision of this Agreement that would otherwise require TotalEnergies to carry out such instruction).
- (c) In the event that TotalEnergies gives a notice pursuant to Clause 6A(a), TotalEnergies shall have the right (in addition to the rights provided for under Clause 6A(b)) to render invoices to the Customer as frequently as TotalEnergies requires from time to time and the due date for payment of such invoices shall be five days from receipt of invoice. Clause 6 shall apply to such invoices *mutatis mutandis*, for the purposes of this Clause 6A(c).

- (d) If at any time during the term of this Agreement, TotalEnergies has reasonable grounds for believing that any deposit or other security provided by the Customer is insufficient, in the opinion of TotalEnergies, to meet the Customer's potential liabilities to TotalEnergies under the Agreement, then TotalEnergies may give notice to the Customer stating its reasonable grounds and requesting adequate further deposits or other security. In the event the Customer is unable or unwilling to provide the same (or alternative financial assurances to the satisfaction of TotalEnergies) within fourteen (14) days of receipt of a notice given by TotalEnergies pursuant to this Clause 6A(d), TotalEnergies shall have the right to terminate the Agreement forthwith by written notice to the Customer, and to refuse any instruction of the Customer to fix the price of gas for any period that follows the giving of the notice under this Clause 6A(d) (notwithstanding any other provision of this Agreement that would otherwise require TotalEnergies to do so).

7. Measurement

For each Site the following provisions shall apply:

- (a) (i) The number of kWh or Therms supplied shall be ascertained in accordance with the provisions of the Gas (Calculation of Thermal Energy) Amendment Regulations 1997 (the "CV Regulations")
- (ii) TotalEnergies may at any time for the purposes of Clause 7(a)(i)
- (aa) use such calorific values as are ascertained in accordance with the CV Regulations or such other units of measure (at the discretion of TotalEnergies) as are or become either those used by the Transporter of standard units of measure; and
- (bb) subject to any method prescribed by the Gas and Electricity Markets Authority use the volume of gas registered by the Meter, as may be corrected as TotalEnergies deems appropriate, using such methods prescribed either by law or as may be used by the Transporter.
- (b) Save where the Meter is removed by TotalEnergies after commencement of this Agreement by reason only of the Customer ceasing to consume gas at that Meter, the Customer shall ensure that there is installed, operated and maintained in proper working order a Meter Installation containing such equipment as may be required which installation shall comply in every respect with the requirements of the Network Code and any statute as amended from time to time.
- (c) The Customer shall inform TotalEnergies if and as soon as the Meter is replaced or modified.
- (d) TotalEnergies or the Customer may, each at their own option and expense, install and operate measuring devices to check the Meter provided that such devices do not interfere with the operation of the Meter.

- (e) The Customer may at any time by giving reasonable notice in writing request TotalEnergies to arrange that the Meter be verified for accuracy. If a verification shows that the Meter is within plus or minus two per cent of accuracy the costs of such verification shall be borne by the Customer. If the Meter is outside these limits TotalEnergies will bear the cost of verification.
- (f) If the Meter fails to register the gas within the limits set out in Clause 7(e), the quantity of gas supplied since the previous Meter Reading shall be calculated in the following order of precedence:-
 - (i) by using the readings of any measuring device installed pursuant to Clause 7(d);
 - (ii) by making adjustments on the assumption that the Meter has had the same degree of error since the previous Meter Reading; or
 - (iii) by reference to the quantity of gas supplied based on consumption during a preceding period under similar conditions when the Meter was registering accurately.

8. Site Equipment and Safe Use of Gas

- (a) The Customer shall:
 - (i) at all times use the gas in a safe manner and so as not to interfere with the efficient conveyance of gas by the Transporter;
 - (ii) comply with any request reasonably made by TotalEnergies or the Transporter in the interests of the security of the System to discontinue or reduce offtake of gas from the System;
 - (iii) provide at the Site free of charge such sites, supplies of power, water and drainage, installation sites and such protection for the Meter as may be required and any other requisite equipment, pipes or apparatus;
 - (iv) be responsible for all pipes and apparatus on the Customer's side of the Supply Point;
 - (v) without charge allow any or all of TotalEnergies, a Transporter and any person selected by TotalEnergies, on the production of some duly authenticated document showing his authority, safe, full, free and uninterrupted access to each Site for the purposes of exercising any rights or powers (including without limitation those in respect of emergencies) conferred on them or carrying out any obligations they may have under the Network Code, the Gas Code and any statute or Industry accepted Code of Practice as amended from time to time;
 - (vi) permit (where the Customer is not a Micro Business Consumer) the installation of automated meter reading at its premises unless it has requested a smart metering solution instead.
- (b) The Customer shall indemnify TotalEnergies against any loss of or damage to the property of a third party comprised in the Meter Installation except to the extent that such loss

or damage is caused by the negligence of TotalEnergies or that third party.

- (c) TotalEnergies shall wherever possible provide the Customer with reasonable prior notice of any necessary maintenance, repair, replacement or extension of any facilities and shall use reasonable endeavours to carry out or procure the carrying out of such works at minimal inconvenience to the Customer.
- (d) If the Customer makes an arrangement directly with the Transporter or other third party for the carrying out of works to the pipes or apparatus (whether before or after the Supply Point) or to the Meter Installation TotalEnergies shall have no liability to the Customer for any loss or damage howsoever caused by the Transporter or other third party as a result of the carrying out of such works.
- (e) TotalEnergies warrants that it has arranged for the Transporter to provide an emergency call-out service, and the Customer shall report any escapes of gas to the Transporter using the continuously attended telephone service provided by the Transporter for this purpose. The Customer shall reimburse TotalEnergies the amounts that the Transporter charges TotalEnergies for the call-out, less the Transporter's call-out charges attributable to the first half hour spent on the call-out.
- (f) In relation to Large Sites the Customer shall upon entering into the Agreement provide to TotalEnergies the following details:
 - (i) the names and/or job titles of representatives of the Customer ("emergency contacts") each of which has the power and authority to comply with any direction not to consume gas given by the Transporter pursuant to Regulation (6)4 of the Gas Safety (Management) Regulations 1996, as may be amended from time to time;
 - (ii) at least one (but not more than four) telephone numbers for each emergency contact by means of which TotalEnergies or the Transporter may contact, 24 hours a day, at least one emergency contact
- (g) In relation to Large Sites, where the Supply Point (whether or not interruptible) is isolated by the Transporter by reason of the Customer's failure to comply with a request by the Transporter in dealing with an emergency that the Customer reduce or discontinue its offtake of gas, TotalEnergies shall have no liability in respect of the Supply.
- (h) No step taken or other thing done or not done (which may include a reduction in the Supply), by the Transporter, TotalEnergies or any other party
 - (i) in dealing with emergencies; or
 - (ii) maintaining the security and operational safety of the System

shall be a breach of the Agreement by TotalEnergies; in particular TotalEnergies will

not be in breach of its obligations in respect of the Supply.

- (i) To the extent that at any time it is not feasible for the Transporter or the Transporter has refused to make gas available for offtake at the Supply Point or its ability to do so is restricted by reason of:
 - (i) the carrying out of works in connection with the System (whether maintenance, repair, replacement, extension or other works); or
 - (ii) the exercise of a right or discharge of a duty by the Transporter under the Act (including the Gas Code) or relevant Gas Transporter's Licence; or
 - (iii) difficulties encountered in balancing the quantities of gas entering and leaving the System;
- TotalEnergies shall be relieved of its obligations in respect of the Supply.
- (j) (i) TotalEnergies shall not be liable for the failure of the Supply resulting from any failure or defect or requirement for maintenance of any Meter Installation at the Site which it does not own.
 - (ii) The Customer shall give written notice to TotalEnergies (in any event within 7 days) of a failure in the Supply resulting from the failure of any Meter Installation at the Site.

- (k) Where the Customer intends to use the gas for supply to a compressor or with compressed air or extraneous gas the Customer shall give TotalEnergies not less than 28 days' written notice thereof and shall, if so required by TotalEnergies, install and keep in use at the Customer's cost an appliance approved by the Transporter to prevent pressure fluctuations in the Transporter's mains and any other inconvenience or danger to other consumers of gas.
- (l) If the Supply Point is isolated by the Transporter or TotalEnergies, whether at the request of the Customer or the insistence of the Transporter, the Customer shall indemnify TotalEnergies in respect of any charges imposed on TotalEnergies by the Transporter or the meter asset manager together with any other charges incurred by TotalEnergies in effecting such isolation and shall be liable for the costs of any subsequent reconnection carried out at the Customer's request.

9. Ownership

The following provisions shall apply:-

- (a) Title to and risk in the gas shall pass to the Customer at the Offtake Point.
- (b) The Meter Installation and any other equipment, pipes or apparatus of TotalEnergies, the Transporter, any meter asset manager or provider of automated meter reading equipment or smart or advanced metering equipment are not and shall not become the property of the Customer.

10. Care of Meter and Metering

The Customer shall ensure that:

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- (a) no part of the Meter Installation is damaged or otherwise mistreated;
- (b) no person improperly breaks any seal affixed to any part of the Meter Installation;
- (c) no notice relating to ownership affixed to the Meter by the Transporter or TotalEnergies is removed or defaced;
- (d) no gas is offtaken from the System on the Customer' premises at a point before the Offtake Point; and
- (e) in the case of a Meter for which a by-pass has been installed at the Supply Point, the flow of gas is not diverted from passing through the Meter otherwise than in accordance with the applicable Meter By-Pass Policy published by the Transporter from time to time;

and shall indemnify TotalEnergies against any liabilities, charges or costs arising from the Customer's failure to comply with this Clause. If it appears that any interference of the kind envisaged in this Clause has occurred, TotalEnergies may invoice the Customer for the monetary value (assessed at the Contract Price) of any gas which it reasonably calculates to have been consumed since the interference together with the costs of rectifying the damage and any associated legal and administrative costs.

11. Liability

- (a) TotalEnergies shall indemnify the Customer against personal injury to or the death of any person or loss of or damage to any property real or personal to the extent that such injury, death, loss or damage arises in the course of or by reason of the Supply and provided always and only to the extent that the same is due to negligence on the part of TotalEnergies, subject to Clauses 11(b) and 11(d).
- (b) The obligation of TotalEnergies to indemnify the Customer under Clause 11(a) shall be subject to an aggregate limit of £10,000,000 in any calendar year save in the case of death or personal injury where this limit shall not apply.
- (c) Notwithstanding anything expressed or implied in the Agreement, neither TotalEnergies or any of its associates, affiliates, servants, agents, or contractors (of any tier) or its or their directors, officers or employees shall be liable (whether through contract, negligence or otherwise) to the Customer or the Customer's associates, affiliates, servants, agents, or contractors (other than TotalEnergies) or its or their directors, officers or employees for any damages (other than to the extent arising pursuant to Clause 11(a)), expenses (including legal expenses), loss of use, profits, interest, contracts, goodwill, market or economic opportunity, production, data, revenue, wasted expenditure, or for increased cost of working or business interruption, or any indirect or consequential loss whatsoever and howsoever caused whether foreseeable or not.
- (d) Provided always that none of the foregoing provisions of this Clause shall operate to exclude or restrict the liability of TotalEnergies for death or personal injury resulting from negligence.

- (e) The provisions of Clauses 11(a) to (d) inclusive shall also apply to the supply by TotalEnergies to the Customer of any metering, meter data or installation services including in relation to automated meter reading, smart or advanced metering and accordingly for the purposes of Clause 11(a) "Supply" shall include any supply by TotalEnergies of such services.

12. Force Majeure

- (a) If in or as a consequence of Force Majeure (as defined in Clause 12(b)) it is not reasonably practicable for the party affected by Force Majeure to perform any of its obligations in accordance with the Agreement, such obligations (other than any obligations to make any payments under the 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.
- (b) "Force Majeure" means any event or circumstance which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, either party, including (but without limitation):
 - (i) act of public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection civil commotion, public demonstration, sabotage or act of vandalism;
 - (ii) act of God;
 - (iii) strikes, lockouts or other industrial disturbance;
 - (iv) explosion, fault or failure of plant or machinery, other than the Customer's plant or machinery, which could not have been prevented by Good Industry Practice;
 - (v) governmental restraint, Act of Parliament, other legislation, bye law or Directive, export controls, economic sanctions, or the coming into force of any other legal requirement;
 - (vi) any system maintenance carried out under the provisions of the Network Code;
 - (vii) extreme weather conditions by reason of which the Transporter is unable to make available at the Supply Point, or is unable to make available economically, sufficient quantity of gas to meet the Customer's demand;
 - (viii) breaking or severing of, accidental or criminal damage to, or interference with the Meter Installation, Meter, any other equipment, pipes or apparatus of TotalEnergies or the Transporter, or data processing and communications equipment or machinery;
 - (ix) any conditions by reason of which TotalEnergies is unable to make available economically at the Supply Point sufficient quantities of gas to meet the Customer's demand.

Inability to pay (however caused) shall not amount to Force Majeure.

- (c) If and for so long as TotalEnergies is unable to supply gas under this Agreement for any reason including Force Majeure the Customer will be entitled to purchase gas from an alternative supplier without prejudice to any claim, right or remedy which the Customer may have against TotalEnergies.
- (d) If either party is unable to perform any obligation under the Agreement for reasons of Force Majeure for a continuous period of three months the other party shall have the right
 - (i) to terminate the Agreement forthwith upon notice to the other party (provided that Clauses 14 (b) and (c) shall apply); or
 - (ii) to withdraw any affected Site from the Agreement and in such case the Minimum Annual Quantity (or, where the Supply Period is Non Annual, the Minimum Period Quantity) shall be reduced pro rata by the quantity of the estimated gas requirement for that year (or for that Supply Period) for such Site which has not been delivered to the Site owing to Force Majeure.

13. Suspension

- (a) If the Customer shall fail to comply with any of its obligations in respect of any Site and such failure shall remain unremedied for seven days after TotalEnergies shall have given written notice to the Customer requiring the same to be remedied TotalEnergies shall be entitled to suspend or reduce the Supply to such Site forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that TotalEnergies may have and provided always that any such suspension shall not be treated as being outside the control of the Customer and shall not relieve the Customer of any obligation to make payment in respect of the Minimum Annual Quantity or Minimum Period Quantity pursuant to Clauses 4(e) and 6(c).
- (b) In the case of a pipe-line system emergency, that is to say, where the circumstances are such that, in the opinion of the Transporter –
 - (i) the safety of the System is significantly at risk;
 - (ii) the safe conveyance of gas by the System is significantly at risk; or
 - (iii) gas conveyed by the System is at such a pressure, or of such a quality, as to constitute, when supplied to premises, a danger to life or property,
 and that opinion is not manifestly unreasonable, then –
 - (iv) TotalEnergies shall be entitled at the request of the Transporter or a relevant shipper to discontinue the supply of gas to the premises; and
 - (v) The Customer shall use its best endeavours to refrain from using gas immediately upon being requested by TotalEnergies or the Transporter to do so;

and TotalEnergies shall have no liability to the Customer in respect of the discontinuance or restriction of the Supply.

- (c) If TotalEnergies 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, the direction –
- (i) TotalEnergies shall be entitled to discontinue or restrict the supply of gas to the Customer; and
- (ii) the Customer shall refrain from using, or restrict its use, of gas on being required by TotalEnergies to do so;

and TotalEnergies shall have no liability to the Customer in respect of the discontinuance or restriction of the Supply.

14. Termination

- (a) Subject to Clauses 14(b), (c) and (d), either party may terminate the Agreement forthwith by written notice to the other at any time if:
- (i) the other is in material breach of its obligations hereunder and fails to remedy the same within fourteen days after receiving written notice of the failure from the terminating party requiring it to be remedied and notifying its intention to exercise the right of termination under this Clause 14(a)(i); or
- (ii) the other ceases to trade or enters into liquidation whether voluntarily or compulsorily (other than for the purposes of amalgamation or reconstruction) or compounds with its creditors or has a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over all or any of its assets or its undertaking or any part thereof (or in Scotland, becomes notour bankrupt) or if any action, petition, application or proceeding is initiated or resolution passed relating to any of the aforementioned matters.
- (b) Any termination of the Agreement shall be without prejudice to any rights or remedies of either party which arise prior to or as a result of termination.
- (c) The Agreement shall remain in full force and effect, and the Customer shall remain liable to pay TotalEnergies for gas consumed at the rate determined by TotalEnergies from time to time (which shall include an amount to take account of the transportation and other charges imposed by the Transporter) plus a standing charge, after the expiry of the Supply Period for such further period of time as TotalEnergies continues to be treated by the Transporter as the supplier in respect of the Supply Point. Details of these rates and charges are available from TotalEnergies on request.
- (d) Notwithstanding the provisions of Clauses 14(a), (b) and (c), this Agreement shall terminate upon a last resort direction given to a gas supplier other than TotalEnergies, in pursuance of standard condition 8 (Supplier of Last Resort) of that supplier's licence

coming into effect in relation to the premises the subject of this Agreement.

- (e) The agreement by TotalEnergies to supply natural gas to the Site(s) is based upon, amongst other things, its assessment of the creditworthiness of the Customer and the commitment of TotalEnergies under this Agreement to supply gas to a Site ceases where the Customer has ceased to occupy that Site. For the avoidance of doubt, the Customer's obligations under this Agreement are not terminated or discharged as a consequence of the Customer ceasing to occupy any Site.

The Customer agrees to give TotalEnergies 28 days' prior written notice if it ceases to occupy a Site. The Customer acknowledges that in the absence of such notice TotalEnergies is at risk of supplying gas to a third party at the Site in the mistaken belief that the Customer remains in occupation of the Site.

If the Customer does not give 28 days' written notice as required then the Customer agrees to indemnify TotalEnergies against all losses, costs and damage it may suffer as a result of supplying gas to the Site after the Customer has ceased to occupy the Site, including (without limitation) losses resulting from the failure of the third party occupying the Site to pay TotalEnergies the deemed contract price of the gas consumed by the third party.

- (f) TotalEnergies shall have the right to terminate the Agreement forthwith by written notice to the Customer if the Customer ceases to occupy the Site (or if there is more than one Site, the Customer ceases to occupy a sufficient number of Sites so that the sum of the Estimated Annual Quantities of all Sites at which the Customer remains in occupation is less than 50% of the sum of the Estimated Annual Quantities of all Sites as at the commencement of this Agreement).

14A. Supplier Transfer Objections

TotalEnergies may prevent any proposed Supplier Transfer, in respect of any Site, to another gas supplier for so long as –

- (a) the Customer fails to pay charges for the supply of gas to those premises or any premises of the Customer which are due to TotalEnergies and have been demanded in writing; or
- (b) this Agreement will not expire nor, to the knowledge of TotalEnergies, be terminated in accordance with its terms on or before the date of the proposed transfer; or
- (c) the Customer has informed TotalEnergies that the Customer has not entered into a contract for gas supply with that other gas supplier, or the Customer otherwise requests TotalEnergies to prevent the Supplier Transfer

provided always that TotalEnergies shall have no liability to the Customer for any loss or damage resulting from any prevention of (or failure to prevent) any Supplier Transfer to another gas supplier.

14B. Obligation to complete a Supplier Transfer within five working days

Without prejudice to Clause 5(j), TotalEnergies will take all reasonable steps to complete a Supplier Transfer of the gas supply from any other gas supplier to TotalEnergies as soon as reasonably practicable and, in any event, within 5 Working Days following the Relevant Date unless:

(a) the Customer requests that the Supplier Transfer be completed at a later date (and the Customer shall be treated as having so requested where the Supply Date is later than 5 Working Days following the date on which the Customer entered into this Agreement); or

(b) the Customer notifies TotalEnergies that it does not wish the Supplier Transfer to take place (in which case this Agreement shall be treated as terminated by the Customer on the date of such notification); or

(c) one or more of the conditions in subclauses (i) to (iii) of this Clause 14B(c) apply, namely -

(i) the gas supplier that is supplying gas to the Site has prevented a proposed Supplier Transfer to TotalEnergies in accordance with paragraph 14.2 or 14.4 of standard condition 14 (Customer transfer blocking) of that supplier's licence; or

(ii) any of the conditions in standard condition 14A.3(b) (objection by a Supply Exemption Holder) or (d) (no connection or metering to an Exempt Distribution System) of the Supply Licence of TotalEnergies applies; or

(iii) TotalEnergies is prevented from completing the Supplier Transfer due to any other circumstance which is outside its control and which it has taken all reasonably practicable steps to resolve.(d) Without prejudice to Clauses 4(e), 5(j), (k), (l) and (m) and 6(b), TotalEnergies shall not charge the Customer for any costs associated with carrying out a Supplier Transfer.

15. Assignment

The Customer may not assign the Agreement or part of the Agreement without the prior written consent of TotalEnergies.

16. Confidentiality, copyright and Data Protection

(a) Neither party shall without the prior written consent of the other:

- (i) disclose Confidential Information to any person other than its officers or employees, professional advisers, consultants, affiliates, shareholders, or
- (ii) make use of any Confidential Information otherwise than in the performance of the Agreement

provided that these restrictions shall not apply to information which has come properly into the public domain through no fault of either party.

(b) Where Confidential Information is disclosed as permitted under Clause 16(a) the party disclosing such Confidential Information shall take all reasonable steps to ensure that the person to whom the information is disclosed is aware of the obligations under Clause 16(a) and does not use or disclose the information otherwise than as permitted.

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- (c) Notwithstanding Clause 16(a), TotalEnergies shall own the copyright in the Agreement and own any data which TotalEnergies records relating to the Customer's consumption of and price paid for gas under the Agreement and may use such data in the compilation of statistics or for any use which TotalEnergies thinks fit.
- (d) The obligations contained in this Clause shall continue notwithstanding any termination of the Agreement.
- (e) The Privacy Policy of TotalEnergies may be viewed at <https://business.totalenergies.uk/privacy-policy>

17. Warranty

The Customer warrants that in entering into the Agreement it is not in breach of any contract it has with a third party for the supply of gas.

18. Waiver

No indulgence shown by either party to the other shall prevent that party subsequently insisting upon its rights and remedies under the Agreement.

19. Notices

Any notice given pursuant to the Agreement shall be in writing and may be served by personal delivery, prepaid recorded delivery or registered post to the addressee at its registered office for the time being, and shall be deemed to have been received:

- (a) in the case of personal delivery, at the time of delivery;
- (b) in the case of recorded delivery or registered post, forty eight hours from the time of posting.

20. Variations

- (a) TotalEnergies may without affecting its binding nature and without further formality (save for notice to the Customer) vary the Agreement (provided that this Clause 20(a) shall not apply to variations in the Contract Price pursuant to Clause 20(b)), and without limiting the circumstances in which they may be made, variations may be made to reflect any obligations and liabilities (other than those made in respect of charges to be made for the supply) imposed on TotalEnergies under the Network Code or any other agreement between and including TotalEnergies and the Transporter or any Meter Reading or Meter Services Provider.
- (b) Any variation in respect of the Contract Price (provided that this Clause 20(b) shall not apply to variations in the Contract Price pursuant to Clauses 4(d)(i), 5(c), 5(d), 5(e), 14(c) and 26(f)) shall only be effective if contained in a written document which is dated and refers to the Agreement and its date, identifies the Clause or Clauses which are to be varied and has been signed by an authorised representative of TotalEnergies and countersigned by an authorised representative of the Customer.
- (c) Notwithstanding the foregoing provisions of this Clause 20, TotalEnergies shall not be entitled to vary this Agreement without the

Customer's consent solely on the ground that the Customer is no longer a Micro Business Consumer.

21. Network Code

Where

- (a) the Network Code provides for the Transporter and/or TotalEnergies to do anything at or affecting any Site or the supply of gas; and
- (b) in doing that thing the Transporter and/or TotalEnergies comply with the requirements of the Network Code and any other relevant agreement in relation thereto, do not act unlawfully and are not negligent; and
- (c) by reason of the Transporter and/or TotalEnergies doing that thing the Customer suffers loss or damage,

neither TotalEnergies nor the Transporter shall have any liability in respect of such loss or damage and the Customer warrants that it will bring no action or proceeding against the Transporter or any Meter Reading or Meter Services Provider.

22. Information to be provided by the Customer

- (a) The Customer shall notify TotalEnergies
- (i) upon entering into the Agreement, whether or not the Supply Point has been designated by the Transporter as one in respect of which priority of supply shall be given and the criteria that justify it being so designated; and
- (ii) as soon as the Customer ceases to satisfy any of the criteria justifying priority of supply, that the Customer has ceased to satisfy such criteria.
- (b) Where a Site includes a Supply Point which comprises more than one Supply Meter Point, the Customer shall advise TotalEnergies in advance of either of the following events (such events being likely to affect the entitlement of the relevant Supply Meter Points to be comprised in a single Supply Point):
- (i) any division of ownership of the Site;
- (ii) any splitting of the functions at the Site such that the premises at the Site might no longer be considered to serve each other in a necessary or reasonably useful way.

23. Severability of provisions

If any provision of the Agreement should be held to be illegal, invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its remaining provisions and the remainder of the affected provision.

24. Interpretation

- (a) The Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes and extinguishes any representations and understandings previously given or made other than those contained herein.
- (b) The headings in the Agreement are inserted for convenience only and shall not affect the interpretation of any of its provisions.

- (c) The Agreement shall be construed and governed in all respects in accordance with the laws of England and any disputes or differences shall be subject to the exclusive jurisdiction of the English Courts.

25. Voluntary Interruption, Gas Deficit Emergencies and Involuntary Demand Side Response Payments

- (a) In the event of
- (i) a Potential Network Gas Supply Emergency pursuant to which a reduction or discontinuance of offtake of gas has not yet been required at any Site, or
- (ii) the issuance of a Margins Notice or Gas Deficit Warning, or
- (iii) a Network Gas Supply Emergency Gas Deficit Emergency pursuant to which a reduction or discontinuance of offtake of gas has not yet been required at any Site

or where the Customer reasonably considers that market prices are sufficiently high that it wishes to discontinue consuming gas at any Daily Read System Exit Point, then TotalEnergies shall upon request by the Customer offer to pay the Customer for any offtake of gas which is discontinued after such offer is made, at such rate and for such period and on such other terms as may be agreed, and upon acceptance of such offer the Customer shall discontinue its offtake of gas accordingly for that period.

- (b) The Customer may give TotalEnergies 5 Working Days' prior written notice of a price ("the Trigger Price") to which this Clause 25(b) shall apply for any Daily Read System Exit Point. In the event of
- (i) a Potential Network Gas Supply Emergency, or
- (ii) the issuance of a Margins Notice or Gas Deficit Warning, or
- (iii) a Network Gas Supply Emergency Gas Deficiency Emergency pursuant to which a reduction or discontinuance of offtake of gas has not yet been required at any Site,

and where market prices exceed the Trigger Price, then

- (iv) the Customer shall, upon being required to do so by TotalEnergies, discontinue its offtake of gas from the time requested, and
- (v) TotalEnergies shall pay the Customer for such volume that would otherwise have been taken at a rate equal to the Trigger Price less the Contract Price applicable during the period of such discontinuance.
- (c) Where the Customer wishes to discontinue consuming gas at any Daily Read System Exit Point by reason of
- (i) a Potential Network Gas Supply Emergency pursuant to which a reduction or discontinuance of offtake of gas has not yet been required at any Site, or

(ii) the issuance of a Margins Notice or Gas Deficit Warning, or

(iii) a Network Gas Supply Emergency Gas Deficit Emergency pursuant to which a reduction or discontinuance of offtake of gas has not yet been required at any Site,

and where

(iv) no agreement has been made under Clause 25(a), and

(v) Clause 25(b) does not apply

the Customer shall as soon as reasonably practicable, and in any event before the commencement of the Customer's intended discontinuance, give notice to TotalEnergies by email to customer.solutions@totalenergies.com of the time with effect from which the Customer intends to discontinue, and resume, its consumption.

(d) In the event the Customer fails to discontinue its offtake of gas having either

(i) accepted an offer by TotalEnergies for payment for such discontinuance under Clause 25(a), or

(ii) received notification requiring the Customer to discontinue under Clause 25(b), or

(iii) notified TotalEnergies of the Customer's intention to discontinue under Clause 25(c),

the Customer shall pay an amount equal to the System Marginal Buy Price plus any other charges imposed by the Transporter in respect of any gas consumed in breach of such agreement, requirement or notification.

(e) In the event of a Potential Network Gas Supply Emergency or Network Gas Supply Emergency Gas Deficit Emergency, the Customer shall comply with any requirement by the Transporter to reduce or discontinue the offtake of gas at any Commercially Firm System Exit Point and, upon request by TotalEnergies, shall pay for the Emergency Curtailment Quantity applicable to that Commercially Firm System Exit Point at the Contract Price. As soon as reasonably practicable, after receiving from the relevant Gas Shipper a payment of the same amount, TotalEnergies shall refund to the Customer the Commercially Firm System Exit Point Involuntary Demand Side Response payment plus the Transportation Charges applicable to the Emergency Curtailment Quantity, except in instances of Network Isolation as defined by the Uniform Network Code.

(f) In the event of a Potential Network Gas Supply Emergency or Network Gas Supply Emergency Gas Deficit Emergency where the Customer fails to comply with any requirement by the Transporter to reduce or discontinue the offtake of gas at any Site, the Customer shall pay an amount equal to the System Marginal Buy Price plus any other charges imposed by the Transporter in respect of any gas consumed in breach of that requirement.

For the purposes of this Clause 25, "Network Gas Supply Emergency Gas Deficit Emergency", "Emergency Curtailment Quantity", "Potential Network Gas Supply Emergency" and "Daily Read System Exit Point" shall have the meaning given in Transco's Uniform Network Code and the "issuance of a Margins Notice" or "Gas Deficit Warning" shall mean a Margins Notice or Gas Deficit Warning given on the website www.nationalgrid.com.

A Daily Read System Exit Point is a Commercially Firm System Exit Point unless it meets the definition of Commercially Interruptible System Exit Point as defined in Transco's Uniform Network Code.

26. Interruptible Sites (General)

The provisions of this Clause 26 shall apply in relation to any Supply Point that is or becomes Interruptible as defined by the Uniform Network Code. In relation to such Supply Points the Customer and TotalEnergies agree that the provision of the supply in accordance with Clause 3 may be interrupted by TotalEnergies or the Transporter by stopping or limiting or requiring the Customer to stop or limit its demand on the following conditions:

(a) TotalEnergies (either itself or by its agent) or the Transporter shall give the Customer at least four (4) hours notice of any interruption which shall be notified to the emergency telephone number provided to TotalEnergies in accordance with Clause 26(c). Subject to the provisions of this Clause 26, interruption may be required at any time during a Day.

(b) The Customer agrees not to take gas from the time notified in accordance with Clause 26(a) until permitted by TotalEnergies. If the Customer takes gas in breach of this Clause 26(b):

(i) TotalEnergies or the Transporter may take any steps available to isolate or disconnect the Supply Point (to facilitate which the Customer shall allow TotalEnergies and the Transporter and their authorised agents safe, full, free and uninterrupted access to the Site and the Customer shall reimburse TotalEnergies for any costs and expenses incurred by TotalEnergies or charges imposed by the Transporter in respect of the taking of such steps or any subsequent reconnection or restoration of the connection of the Supply Point);

(ii) save where the Customer's failure to interrupt is due to Force Majeure acting as a Reasonable and Prudent Operator:

(aa) TotalEnergies may invoice the Customer for any additional charges imposed by the Transporter as a consequence of the Customer's failure to interrupt together with interest at four percent per annum above HSBC Bank Plc base rate from time to time in force (or, if higher, any rate imposed by the Transporter); and

(bb) either TotalEnergies may terminate the Agreement forthwith, or, with effect from the Supply Date, TotalEnergies may alter the Contract Price to the price at which TotalEnergies

determines it would supply gas to the Customer at such date in accordance with the Agreement, but as if this Clause 26 did not apply or, in the case of a second failure to interrupt, the price at which TotalEnergies determines it would supply gas to the Customer based upon the Maximum Quantities determined by the Transporter to apply in respect of the Supply Point as a consequence of the failure to interrupt.

(c) The Customer will keep at least one telephone manned 24 hours each Day while gas is being delivered in accordance with the Agreement for the purpose of receiving the notice referred to in Clause 26(a) and will provide to TotalEnergies forthwith on signing the Agreement details of such numbers (but not more than 4 such numbers). The Customer will notify any changes in the emergency numbers to TotalEnergies before they occur, and will ensure that the persons who man the telephone (whose names shall be notified to TotalEnergies and who shall not number more than 3) are at all times qualified safely to comply with any interruption notice.

(d) In respect of any period of interruption, the Minimum Annual Quantity shall be reduced by the number of Days of interruption multiplied by the Maximum Daily Quantity.

(e) The Customer warrants that its consumption of gas in the 12 months prior to the start of the Agreement exceeded 5,856,000 kWh or 16,044 kWh per Day.

(f) If the Transporter determines after the date of the Agreement that the Supply Point is no longer eligible to be designated as one where supply of gas may be interrupted

(i) because the Customer's consumption of gas over a relevant period has failed to reach the minimum level set by the Transporter (in which case the Customer shall forthwith notify TotalEnergies as soon as it receives any notification to that effect from the Transporter); or

(ii) for some other reason (whether due to the fault of the Customer or otherwise)

with effect from the date that the Supply Point becomes one where interruption cannot be required the conditions in this Clause 26 shall cease to apply and TotalEnergies shall be entitled to modify the Contract Price at its sole discretion.

(g) TotalEnergies shall not be liable for any consequence arising from the stopping or limiting of the supply of gas during any period of interruption.

(h) If the Customer fails to interrupt or limit its Supply when requested to do so then such failure shall not count towards the number of days (or capacity) in respect of which a demand to interrupt or limit the Supply may be made.

(i) The Customer shall not be deemed to have acted as a Reasonable and Prudent Operator for the purposes of Clause 26(b)(ii) where (without limitation) no representative referred to in Clause 26(c) is available to be contacted, or there is no facility for the Customer's plant or machinery to operate

with a supply of fuel or energy alternative to or in substitution for gas.

- (j) The Customer shall, forthwith upon any request by TotalEnergies (which may be made pursuant to a similar request made by the Transporter) provide to TotalEnergies its best estimate of the following details:

(i) whether or not gas is likely in normal circumstances to be offtaken at or between particular times of Day specified by TotalEnergies in the request;

(ii) the maximum quantity of gas to be offtaken on any Saturday and any Sunday;

(iii) holiday periods in each year during which the Customer will not offtake gas from the System;

and shall indemnify TotalEnergies against any liabilities incurred by TotalEnergies to the Transporter arising from the Customer's failure to provide such information.

- (k) Except where expressly varied by this Clause 26 all other terms of the Agreement shall continue in full force and effect.

NHH -

Date	04/08/2022
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	Current Market €/Mwh	Market High €/Mwh	Market High Cost	Current Market Cost
October 22-23	£443.95	£443.95	£458,563.22	£458,563.22
October 23-24	£268.57	£268.57	£277,413.47	£277,413.47
October 24-25	£188.13	£188.13	£194,324.74	£194,324.74
October 25-26	£142.96	£147.21	£152,052.17	£147,662.22

Consumption in KWH	1,032,928	Percentage
Summer Baseload KWH	516,464	50.00%
Winter BaseloadKWH	516,464	50.00%
Winter Peak KWH	-	0.00%
Summer Peak KWh	-	0.00%

HH -

Date	04/08/2022
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	Current Market €/Mwh	Market High €/Mwh	Market High Cost	Current Market Cost
October 22-23	£443.95	£443.95	£137,841.37	£137,841.37
October 23-24	£268.57	£268.57	£83,388.84	£83,388.84
October 24-25	£188.13	£188.13	£58,412.86	£58,412.86
October 25-26	£142.96	£147.21	£45,705.97	£44,386.38

Consumption in KWH	310,492	Percentage
Summer Baseload KWH	155,246	50.00%
Winter BaseloadKWH	155,246	50.00%
Winter Peak KWH	-	0.00%
Summer Peak KWh	-	0.00%

Gas -

Date	04/08/2022
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	Current Market p/therm	Market High p/therm	Market High Cost	Current Market Cost
October 22-23	418.35	427.71	£450,901.09	£441,038.76
October 23-24	291.73	291.73	£307,551.98	£307,551.98
October 24-25	181.71	182.74	£192,648.66	£191,563.86
October 25-26	128.05	129.37	£136,387.50	£134,990.11

Consumption in KWH	3,088,898	Percentage
Consumption in Therms	105,423	
Summer Baseload KWH	1,544,449	50.00%
Winter BaseloadKWH	1,544,449	50.00%
Summer Baseload therms	52,712	
Winter Baseload therms	52,712	

G E N E R A L C O N D I T I O N S

1. Definitions

"Act" means the Electricity Act 1989 or any amendment or re-enactment of it.

"Agreed Accuracy Limits" means the accuracy limits specified pursuant to the BSC and, where no accuracy limits are specified in relation to any element of any Metering Equipment under the BSC, the accuracy of that element shall be no less than that specified in Tables 1 – 4 (inclusive) of Code of Practice Four ('Calibration Testing and Commissioning') approved pursuant to the BSC.

"Agreement Date" means the date of the Agreement shown on the first page.

"Authority" means the Gas and Electricity Markets Authority.

"Balancing and Settlement Code" or "BSC" means the document setting out the electricity balancing and settlement arrangements established by the Transmission System Operator pursuant to NGC's Transmission Licence.

"Billing Period" means the period covered by an invoice.

"BSC Agent" has the meaning specified in the BSC.

"Certified" has the meaning specified in the Meter Operator Agreement.

"Communication Charges" means charges made for the communication links for metering purposes for the Supply to each Connection Point hereunder.

"Confidential Information" means any information relating to the affairs of either party obtained by the other party pursuant to or in the course of negotiation or performance of the Agreement, which shall include, for the purpose of the Customer's duty of confidentiality, information relating to the affairs of the Distributor that TotalEnergies may, from time to time, disclose to the Customer on terms that such information is to be kept confidential.

"Connection Agreement" means an agreement for the provision and maintenance of the connection(s) through which the Supply is to be delivered to the Connection Point, as referred to in Clause 27.

"Connection and Use of System Code" means the Connection and Use of System Code and related supplemental agreements required to be put in place pursuant to NGC's Transmission Licence.

"Connection Point" means, in respect of each Premises, the connection point(s) at which the Supply flows between a System and the Customer's Installation at the Premises and any other connection point at those Premises agreed upon from time to time by the parties.

"Consumption Reconciliation" means a reconciliation and adjustment in relation to electricity consumed by the Customer in respect of differences between:

- i) the quantities of electricity assumed to be consumed by the Customer during the relevant period; and
- ii) the quantities subsequently determined to have been consumed pursuant to a Meter Reading.

"Contract Price" means the price of electricity shown or referred to on the first page of this Agreement, subject to any amending paragraphs.

"Contract Year" means the 12 month period

beginning on the first day of the Supply Period or any anniversary thereof, or (where the Supply Period is Non Annual) any 12 month period beginning on the first day of the Supply Period or any anniversary thereafter.

"Credit Vetting Procedure" means the internal credit checks of TotalEnergies or those of any external party including any checks carried out by the credit insurers of TotalEnergies referred to in Clause 6A(a).

"Customer" means the person or company named as such on the first page of the Agreement. References herein to "the Customer" shall include the masculine or feminine as applicable.

"Customer's Installation" means any structures, equipment, lines, appliances or devices (not being the Distributor's equipment) used, or to be used, at the Premises (whether or not owned or used by the Customer).

"Data Aggregator" means the person appointed to carry out the aggregation of metering data received from Data Collectors in relation to the Metering Point and to forward such data to the SVAA, and "Data Aggregation Agreement" shall be the agreement by which such Data Aggregator is appointed.

"Data Collector" means the person appointed to retrieve, validate and process metering data in relation to the Metering Point and "Data Collection Agreement" shall be the agreement by which such Data Collector is appointed.

"Data Transfer Network" has the meaning specified in the Master Registration Agreement.

"Day" means, in respect of any day in a Month, the period of twenty-four hours ending at 23:00 hours that day and beginning at 23:00 hours on the day preceding that day.

"De-energise" means, in relation to any Metering Point, deliberately to prevent the flow of electricity from the Distribution System through the relevant Connection Point (or, in the case of an Unmetered Supply, any one or more of the relevant Connection Points) to the relevant Meter Installation for any purpose other than a System Outage, and 'De-energisation Works' means the movement of any switch or the removal of any fuse or meter, or the taking of any other step to De-energise a Metering Point.

"Disconnection Notice" means such a notice sent by TotalEnergies to the Distributor pursuant to the Use of the System Agreement.

"Distribution Code" means in relation to any Distributor the Distribution Code required to be drawn up by such Distributor and approved by the Authority as from time to time revised with the approval of the Authority.

"Distribution Licence" means the licence granted or deemed to be granted to the Distributor under Section 6(1)(c) of the Act authorising it to distribute electricity for the purpose of giving a supply of electricity to premises or enabling a supply to be so given.

"Distribution System" means the network or system which consists (wholly or mainly) of low voltage lines and electrical plant owned and operated by the Distributor.

"Distributor" means, in respect of each of the

Premises, any company licensed and authorised to distribute electricity and which owns or operates the Distribution System through which the electricity is delivered to the Premises.

"Economic Loss" means any wasted expenses or any loss of profits, revenues, interest, business, contract, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable.

"Electricity Code" means the code set out at Schedule 6 to the Act.

"Energise" means, in relation to any Metering Point, deliberately to allow the flow of electricity from the Distribution System through the relevant Connection Point (or, in the case of an Unmetered Supply, any one or more of the relevant Connection Points) to the relevant Meter Installation where such a flow of electricity has never previously existed, and "Energisation Works" means the movement of any switch or the addition of any fuse or meter to Energise a Metering Point.

"Equivalent Meter" means an equivalent Half Hourly Meter as defined by the Unmetered Supply procedure contained in Section S of the BSC (or in any procedure thereunder).

"Estimated Consumption" means such estimate of consumption of electricity used by TotalEnergies to provide a quotation for electricity supply to the Customer under this Agreement.

"Functionality" has the meaning specified in the Meter Operator Agreement.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking.

"Grid Code" means the Code so entitled issued by the Transmission System Operator or any substitute Code which the Transmission System Operator may issue for the development, maintenance and operation of the NGC Transmission System.

"Half Hourly Meter" means a Meter which is configured to record the quantity of electricity (calculated in kWh) supplied to Premises during each half-hour period of supply.

"Industry Agreements" means agreed procedure and codes of practice and any and all agreements regulating the generation, transmission, distribution and supply of electricity in England and Wales and includes, but is not limited to, the BSC, the Distribution Code, the Grid Code, any revenue protection code of practice, and the Connection and Use of System Code in each case, as amended, varied, supplemented or replaced from time to time.

"kVA" means kilovoltamperes.

"kW" means kilowatt.

"kWh" means kilowatt-hour.

"Master Registration Agreement" or "MRA" (now the Retail Energy Code) means the agreement of that title referred to and comprising such matters as are set out in standard conditions 34 to 37 inclusive (Legacy Metering Equipment and Data Transfer Services) of a Distribution Licence.

"Maximum Capacity" means the maximum amount of electricity permitted to flow at the Premises in accordance with the Connection Agreement or any

other relevant Connection Agreement.

"Maximum Power Requirement" means the maximum power at which electricity may be conveyed through the Connection Point at the Premises from the Distribution System.

"Meter" means the equipment for measuring the amount of electricity consumed installed at or near each Connection Point.

"Meter Examiner" means a meter examiner appointed by the Authority under Section 31 of the Act.

"Meter Installation" means the Meter and structures, lines, appliances, devices and associated equipment and installations installed or to be installed at the Premises and connected or to be connected directly or indirectly to the Distribution System including any electrical cables, wires and plant, electrical lines, seals, housings, mountings and earthing equipment and data processing and communications equipment, smart and advanced meters and associated equipment and devices.

"Meter Operator" means the person, accredited and certified by the Performance Assurance Board (as defined in the BSC) and appointed to install, commission, test and repair the Meter Installation, and "Meter Operator Agreement" shall be the agreement by which such Meter Operator is appointed.

"Meter Operator Charges" means charges made for the provision of meter operation services to permit the Supply to each Connection Point hereunder.

"Meter Reading" means a reading of the index of the Meter.

"Metering Equipment" means appropriate metering and related equipment for energy measuring and the transmission and collection of data.

"Metering Point" has the meaning given to that term in the Master Registration Agreement.

"Micro Business Consumer" means a business that employs fewer than ten people (or their full time equivalent) and which has an annual turnover or annual balance sheet total of less than 2 million euros; or which uses less than 100,000 kWh of electricity per year.

"Month" means a period beginning at 23:00 hours on the day preceding the first day of any calendar month and ending at 23:00 hours on the last day of that calendar month.

"NGC" means National Grid Electricity Transmission plc, or any successor thereof.

"NGC Transmission System" has the meaning given to "Transmission System" in the Grid Code.

"Non Annual" means, in the case of the Supply Period, the Supply Period being neither a period of one year nor multiple periods of one year.

"Non Certified" has the meaning specified in the Meter Operator Agreement.

"Non-Half Hourly Meter" means any electricity meter other than one which is configured to record the quantity of electricity (calculated in kWh) supplied to Premises during each half-hour period of supply.

"Operational Metering Equipment" means metering equipment suitable to provide the Distributor with such data as it requires for use of the Distribution System or operational purposes.

"Premises" (or "Site") means a location which is identified in the Schedule of Rates and Premises.

The Premise(s) identified in the Schedule of Premises may be amended from time to time by agreement in writing between the parties.

"Qualified" has the meaning given to that term in the BSC.

"Reconciliation Quantity" means the amount by which the quantity determined pursuant to a Meter Reading to have been consumed by the Customer in the relevant period differs from the quantity previously assumed or determined to have been consumed since the preceding Meter Reading.

"Re-energise" means, in relation to any Metering Point, deliberately to allow the flow of electricity from the Distribution System through the relevant Connection Point (or, in the case of an Unmetered Supply, any one or more of the relevant Connection Points) to the relevant Meter Installation where such a flow of electricity was previously prevented by De-energisation Works, and "Re-energisation Works" means the movement of any switch, the replacement of any fuse or meter or the taking of any other step to Re-energise a Metering Point.

"Regulations" means the Electricity Safety, Quality and Continuity Regulations 2002 and includes any amendment or re-enactment of such Regulations.

"Relevant Date" means the day on which the Customer:

- (i) entered into this Agreement (or where the Customer entered into this Agreement after 5pm on a Working Day, or on a day that is not a Working Day, the next following Working Day); and
- (ii) provided TotalEnergies or its authorised representative with sufficient information to conduct the switch; and
- (iii) would reasonably expect the switch to take place without further action on its part.

"Remaining Volume" means the Estimated Consumption for the initial Supply Period (or if the initial Supply Period has already started, for the remainder of the initial Supply Period), in respect of which the Contract Price has been fixed.

"Residual Cashflow Reallocation Cashflow" has the meaning given in the BSC.

"Security" means prepayment, a deposit, bond or bank guarantee.

"Settlement" means the determination and settlement of amounts payable in respect of Trading Charges (including Residual Cashflow Reallocation Cashflow) in accordance with the Trading and Residual Cashflow Reallocation Cashflow as defined in the BSC.

"Settlement Charges" means all and any charges connected with the registration and metering of electricity flowing to the Premises and the settlement, collection and aggregation of energy consumption data at the Premises, including charges for communication and data transfer and the costs of provision of the same in any electronic registration system pursuant to any Industry Agreement and/or Settlement system applicable to the Premises from time to time.

"Site" – see definition of "Premises"

"SONIA" means the one month Sterling Overnight Index Average rate published by the Bank of England from time to time.

"Standard Variable Rate" means such rate as published by TotalEnergies from time to time.

"Supplier Transfer" in relation to any premises at which an electricity supplier is supplying electricity, means the transfer of responsibility for that supply under the Master Registration Agreement from that electricity supplier to another electricity supplier.

"Supply" means the supply of electricity by TotalEnergies to the Connection Point, pursuant to the Agreement.

"Supply Date" (or "Start Date") means the date shown on the first page of the Agreement.

"Supply Licence" means the licence granted or deemed to be granted to TotalEnergies pursuant to Section 6(1)(d) of the Act on the coming into force of that Section under Section 30 of the Utilities Act 2000.

"Supply Number" has the meaning given to that term in the Master Registration Agreement.

"Supply Period" means the period shown on the first page of the Agreement (as such period may be extended by agreement).

"SVAA" means the Supplier Volume Allocation Agent or BSC Agent in accordance with Section E of the BSC.

"System" means a system of electrical transmission and distribution lines through which the Customer receives the Supply directly or indirectly.

"System Outage" means in relation to the Distribution System a planned or unplanned interruption to the flow of electricity through the whole or part of the Distribution System implemented by or on behalf of the Distributor for safety or system security reasons or to enable the Distributor to inspect or effect alterations, maintenance, repairs or additions to any part of the Distribution System.

"Take or Pay Charge" means the charge calculated according to the provisions of Clause 4(e).

"TotalEnergies" means TotalEnergies Gas & Power Ltd.

"Trading Charges" has the meaning given in the BSC.

"Transmission Licence" means the licence granted to NGC under Section 6(1)(b) of the Act authorising it to transmit electricity.

"Transmission System Operator" means National Grid Electricity Transmission plc or any successor or other party who carries out the system operation role of National Grid Electricity Transmission plc.

"Unmetered Supplies Procedure" means the Unmetered Supplies procedure contained in Section S of the BSC.

"Unmetered Supply" means a supply of electricity the quantity of which the Distributor has under the Unmetered Supplies procedure contained in Section S of the BSC (or in any procedure thereunder) authorised not to be measured by physical metering equipment.

"Unmetered Supply Certificate" has the meaning given to it in the BSC.

"Use of System Agreement" means the agreement entered into between TotalEnergies and the Distributor for the purposes of providing use of the Distribution System, offered by the Distributor in accordance with the requirements of its Distribution Licence, any Industry Agreements and any agreement made thereunder, and any other such agreements as are necessary for TotalEnergies to enter into with the Transmission System Operator,

the Distributor and any other owner or operator of any Distribution System or Transmission System through which the Supply is delivered to the Connection Point.

"Use of System Charges" means charges made in respect of use of a relevant System to transport and/or distribute the Supply.

"Working Day" has the meaning given to that term in Section 64 of the Act.

2. Duration

The Agreement shall, subject to Clause 14, initially remain in force for the Supply Period commencing on the Supply Date (both shown on the first page of the Agreement). It shall continue thereafter (and the Supply Period shall be extended accordingly) unless and until either party has given to the other not less than 30 days' written notice of termination expiring after the end of such initial period. Termination pursuant to any such notice of termination under this Clause shall be subject to the provisions of Clauses 14(c) and (d).

3. Provision of the Supply

- (a) Subject to Clauses 3(b) and 3(c) and the terms of any applicable Connection Agreement, TotalEnergies shall supply electricity to the Connection Point up to the Maximum Capacity at each Premises set out in the Schedule of Rates and Premises commencing on the Supply Date and subject to the terms of the Agreement.
- (b) The obligation of TotalEnergies to supply electricity at a particular Connection Point is in each case subject to:
 - (i) TotalEnergies being authorised by its Supply Licence to supply electricity to each of the Premises to be supplied with electricity at such Connection Point;
 - (ii) there being a Connection Agreement in full force and effect relating to the connection of the relevant Customer's Installation;
 - (iii) the Supplier Transfer to TotalEnergies, in respect of the Premises concerned, being completed;
 - (iv) a Qualified Meter Operator, Data Collector and Data Aggregator being appointed for each Metering Point relating to the Customer to be supplied through the relevant Connection Point (for the avoidance of doubt, no Meter Operator is required to be appointed in relation to an Unmetered Supply);
 - (v) Metering Equipment having been installed in accordance with the Use of System Agreement and the Act;
 - (vi) where TotalEnergies intends to supply any Unmetered Supply, there being in full force and effect in relation to each relevant Connection Point an Unmetered Supply Certificate and a relevant Connection Agreement;
 - (vii) the Customer having met any Credit Vetting Procedure;
 - (viii) the Customer having terminated any contract with any other supplier for the supply of electricity at the Premises;
 - (ix) where TotalEnergies intends to supply any Supply which is to be submitted to

Settlement on the basis of half-hourly data generated by an Equivalent Meter, the Customer entering into an Unmetered Supply Connection Agreement, and all requirements of the BSC and any other Industry Agreement having been met; and

- (x) the Distributor not being entitled under Schedule 6 of the Act to refuse to furnish a supply of electricity, or to cut-off a supply of electricity that is already furnished, through its Distribution System to the relevant Connection Point,
- and the provisions of Clause 3(c) shall apply in relation to these conditions.
- (c) If at any time the conditions in Clause 3(b) are not met:
 - (i) TotalEnergies shall have no liability to the Customer under the Agreement;
 - (ii) the Customer shall indemnify TotalEnergies in respect of any liabilities to the Distributor (including, but not limited to, any charges imposed by the Distributor in respect of disconnecting, De-Energising or Re-energising the relevant Meter Point and in respect of the electricity consumed) arising from the Customer's taking electricity from the Distribution System; and
 - (iii) the Customer shall indemnify TotalEnergies in respect of any liabilities to the Transmission System Operator arising from the Supply to the Customer.
 - (d) TotalEnergies does not guarantee and shall not be liable for the delivery of electricity at all times or that electricity will be free of brief variations in voltage or frequency attributable to the operation or failure of each relevant Distributor's System, any other relevant system or the NGC Transmission System.
 - (e) Subject to any generation of electricity carried out by the Customer for the Premises concerned ("own generation" or "on site generation"), the Customer shall purchase its entire requirements for electricity at the Connection Point from TotalEnergies whilst the Agreement is in force.
- ## 4. Quantity
- (a) The Customer shall ensure that its consumption of electricity at any Premises shall not exceed the Maximum Capacity applicable to those Premises under the relevant Connection Agreement, and shall comply with any design features of the connection and any other network constraints. If the Customer fails to comply with this Clause, TotalEnergies shall not be liable to the Customer for the consequences of the Distributor taking any steps available to it to secure reduction or discontinuance of the flow of electricity from the Distribution System at the Connection Point.
 - (b) If under the terms of the BSC the Customer's average monthly Supply demand exceeds or is implied to exceed 100kW requiring under the BSC the installation of Half Hourly Metering Equipment, the Customer accepts responsibility for entering into a Half Hourly Meter Operation Agreement and for installing appropriate Half Hourly Metering Equipment. The Customer shall indemnify TotalEnergies against any liabilities, charges or costs arising from the Customer's failure to comply with this

Clause including, but not restricted to, the cost of installation and maintenance of such Metering Equipment and for liquidated damages arising under the BSC and payable by TotalEnergies.

- (c) The Customer shall, at the request of TotalEnergies (made prior to or during the Supply Period), provide TotalEnergies with such good faith estimates of its demand for electricity in respect of specified periods within 5 Days of any such request. The Customer shall also promptly provide TotalEnergies with such other information relating to the Customer's consumption of electricity as TotalEnergies considers necessary or reasonable, including any information requested by the Distributor in relation to the nature or use by the Customer of electrical equipment at the Premises, and any information needed by TotalEnergies or the Distributor for the purposes of demand forecasting and control, for customer demand management or for any other purposes under the Grid Code or any other Industry Agreement.
- (d) The Customer shall comply with the terms of the Connection Agreement in relation to the connection of the relevant Connection Point through which electricity will leave the Distribution System and shall indemnify TotalEnergies in full against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising from, or incurred by TotalEnergies as a consequence of, the Customer failing to comply with the same.
- (e) In the event that the Customer's consumption of electricity in any Contract Year is less than 85% of the Estimated Consumption for that period, the Customer shall be charged, at the end of the last Month of that period, a Take or Pay Charge calculated as the Estimated Consumption for that period x 85% x the Contract Price, less any Stranded Power Charge payable by the Customer for that period, provided that this Clause 4(e) shall not apply where TotalEnergies has terminated this Agreement otherwise than in accordance with its terms. It is agreed that such Take or Pay charge is a reasonable and proportionate method of protecting the legitimate interest of TotalEnergies in recovering the cost of electricity which is not consumed by the Customer.
- (f) The Customer shall not act or fail to act so as to place or seriously threaten to place the Transmission System Operator, any Distributor or TotalEnergies in breach of any licence granted to such under the Act.

5. Price of Electricity

- (a) The price for electricity supplied under the Agreement during the initial Supply Period shall be the Contract Price (subject to variation in accordance with the provisions of the Agreement). Where the Agreement continues thereafter pursuant to Clause 2, the price for electricity supplied during the extended Supply Period shall be the Standard Variable Rate. Where the Agreement continues after the expiry of the Supply Period pursuant to Clause 14(d), the price for electricity supplied shall be the rate specified pursuant to that Clause.
- (b) In addition, the Customer shall pay to TotalEnergies, on production of the

- appropriate tax invoice or other certificate, the amount of any United Kingdom tax, duty or impost on electricity including Value Added Tax, Climate Change Levy ("CCL"), Fossil Fuel Levy (if applicable), and Feed-in Tariff Levelisation Payments, or on the processing, sale or supply of electricity which is either payable by and/or to be collected by TotalEnergies in respect of the electricity, or payable by and/or to be collected by any previous supplier thereof and reimbursable by TotalEnergies.
- (c) Where the Customer breaches any of the provisions of Clause 4, TotalEnergies reserves the right to recover from the Customer any additional charges imposed on TotalEnergies by the Distributor and any other costs incurred by TotalEnergies as a result of such breach by issuing an invoice or by varying the Contract Price, whichever TotalEnergies deems appropriate.
- (d) Where TotalEnergies incurs any charges as a result of steps taken by the Distributor, the Transmission System Operator, or TotalEnergies under an Industry Agreement, TotalEnergies reserves the right to recover from the Customer any such additional charges incurred.
- (e) The Contract Price will include amounts in respect of the charges imposed on TotalEnergies for the supply, distribution and metering of electricity to the Customer including but not limited to Capacity Charges, BSUOS Charge, BSC Charges, Settlement Charges, Standing Charge, Transmission Losses, Supply Distribution Charges, Supply Distribution Losses, Supply Transmission Charges, Renewable Obligation, Hydro Benefit, Reactive Power Charges, Capacity Market Obligation charges, Contracts for Difference (CfD) supplier charges, Metering charges, and Feed-in Tariff Levelisation Payments (such charges referred to herein as "Industry Charges"). TotalEnergies may vary the Contract Price at any time to reflect changes in Industry Charges and also reserves the right to reconcile the amounts collected by TotalEnergies from the Customer in respect of Industry Charges for part or all of the Supply Period against the Industry Charges actually incurred by TotalEnergies for such period, and to invoice or credit (as appropriate) the Customer the difference.
- (f) Where Clause 12(b)(xi) applies the Contract Price for each Day shall be the arithmetic average of the System Buy Price for each half hour on that Day as published by Elexon plus Industry Charges plus 0.1 pence per kWh.
- (g) If the Customer ceases consumption of electricity (or the consumption is de minimis) at any Metering Point, or if the Customer does not require a supply of electricity at any Metering Point, then the Customer shall pay, in respect of such Metering Point and in addition to any other charges under this agreement, an amount in respect of standing and capacity charges, that will vary according to PES area, until the Meter is removed.
- (h) If the Customer terminates this Agreement before the end of the initial Supply Period referred to in Clause 2 otherwise than in accordance with Clause 14(a) or 14B(b), the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Power Charge calculated as the difference between the Contract Price and the market price for the Remaining Volume, less the Industry Charges that TotalEnergies would have incurred in respect of the Remaining Volume, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell the Remaining Volume into the wholesale traded market for electricity on the Day on which the Agreement was terminated.
- (i) If the Supplier Transfer to TotalEnergies is not completed within 5 Working Days following the Supply Date (and provided TotalEnergies is not in breach of its obligations under Clause 14B), or if TotalEnergies terminates this Agreement in accordance with its terms, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Power Charge calculated as the difference between the Contract Price and the market price for the Remaining Volume, less the Industry Charges that TotalEnergies would have incurred in respect of the Remaining Volume, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell the Remaining Volume into the wholesale traded market for electricity on the 5th Working Day following the Supply Date or (as applicable) on the Day on which the notice of termination was given.
- (j) If, during or at any time before the initial Supply Period, the Customer ceases to occupy the Site or this Agreement is treated as terminated by the Customer under Clause 14B(b), the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Power Charge calculated as the difference between the Contract Price and the market price for the Remaining Volume, less the Industry Charges that TotalEnergies would have incurred in respect of the Remaining Volume, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell the Remaining Volume into the wholesale traded market for electricity on the Day on which the Customer ceases to occupy the Site or (as applicable) notifies TotalEnergies that it does not wish the Supplier Transfer to TotalEnergies to take place.
- (k) If either of the conditions in subclauses (i) or (iii) of Clause 14B(c) applies, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, a Stranded Power Charge calculated as the difference between the Contract Price and the market price for the Remaining Volume, less the Industry Charges that TotalEnergies would have incurred in respect of the Remaining Volume had such condition not applied, provided always that the market price is less than the Contract Price. Such market price shall be the price that would be obtained if TotalEnergies were to sell the Remaining Volume into the wholesale traded market for electricity on the Day on which the Supply would have commenced had such condition not applied.
- (l) If the Customer ceases consumption of electricity (or the consumption is de minimis) at all Sites, or upon de-energisation of all Meters at all Sites, TotalEnergies may terminate this Agreement upon giving to the Customer not less than 14 days' prior notice in writing.
- (m) Upon removal (whether at the Customer's request or otherwise) of any part of the Meter Installation, the Customer shall pay TotalEnergies, in addition to any other charges under this Agreement, the charges for such removal including any termination fee imposed by the Meter Operator.
- (n) If
- (i) on any Day in the Supply Period SONIA is 1% (or more) higher than it was on the Agreement Date and the Customer's credit terms under Clause 6(e) are greater than 10 days, or
- (ii) any monthly invoice issued by TotalEnergies for electricity supplied under this Agreement is for an amount, excluding VAT, that is 25% (or more) higher than the highest invoice for electricity supplied that has been previously issued by TotalEnergies under this Agreement,
- then TotalEnergies reserves the right to increase the Contract Price to reflect its increased costs of credit.
- (o) Where the NordPool average N2EX Day Ahead auction price for electricity in the UK in respect of any Day in the Supply Period is £50/MWh (or more) higher than the Cost of Electricity within the agreed Contract Price, then TotalEnergies reserves the right to recover an additional amount from the Customer equal to the Estimated Consumption for a Contract Year / 365 x (average N2EX Day Ahead price less the Cost of Electricity within the agreed Contract Price) for each such Day, by issuing an invoice or by varying the Contract Price, whichever TotalEnergies deems appropriate.

6. Payment

For each Premises, the following provisions shall apply:

- (a) TotalEnergies shall, for each Billing Period, issue an invoice to the Customer in respect of:
- (i) the quantity of electricity actually consumed by the Customer in that Billing Period (as determined by the Data Collector), provided that, if no Meter Reading has been obtained for the entire Billing Period, TotalEnergies may substitute for the quantity actually consumed its best estimate of such quantity; and
- (ii) if any Consumption Reconciliation has been carried out in the Billing Period the Reconciliation Quantity charged at the Contract Price.
- (b) If on the first day of the Supply Period no Meter Reading is obtained, TotalEnergies shall be entitled, upon the next Consumption Reconciliation, to invoice the Customer for the entire Reconciliation Quantity, notwithstanding that a part thereof relates to a period before the Supply Period.
- (c) In addition to charges made under Clause 6(a) above, the Customer shall, in respect of any Premises, pay:
- (i) any charges by reference to electricity discovered or reasonably and properly

- assessed under the Use of System Agreement to have been consumed by the Customer but not recorded at the time of consumption (for whatever reason) by the Metering Equipment installed in accordance with the Use of System Agreement, such charges to be calculated at the Contract Price rate or under Clause 14(d) as applicable;
- (ii) for any Energisation, De-Energisation and Re-energisation Works requested or carried out (or to be requested or to be carried out) by TotalEnergies or the Distributor (or its or their agents or subcontractors), for any relevant transaction charges ancillary to the Use of the System Agreement, for any steps taken by the Distributor under its revenue protection code of practice from time to time, and for the provision of data transfer services under the MRA, at such rate as TotalEnergies may determine from time to time, taking into account the charges payable by TotalEnergies for such works under the Use of System Agreement or the applicable revenue protection code of practice or otherwise, and any termination fee imposed by the Meter Operator, plus a reasonable amount for management and profit of TotalEnergies;
- (iii) for all Use of System Charges, data, metering and connection charges (if any) imposed on TotalEnergies by the Distributor pursuant to its statement in relation to such charges for the time being in force under its Distribution Licence; and
- (iv) any Meter Operator Charges, Data Collector charges, Communication Charges, Use of System Charges, Settlement Charges and any other charges or amounts which are required or incurred in respect of the Supply.
- (d) The Customer shall be charged for any sum payable pursuant to Clauses 4, 5 and 6.
- (e) The Customer shall pay the amount due in respect of each invoice within 10 days of the date of the invoice.
- (f) Unless otherwise agreed in writing, the method of payment under this Agreement is direct debit. An administration charge (details of which are available from TotalEnergies upon request) will apply every time payment is collected or received by any other means. Any credit or debit card charges incurred by TotalEnergies in respect of Customer transactions shall be payable in addition by the Customer.
- (g) If payment is not received by TotalEnergies by the due date then, without prejudice to any other rights or remedies that TotalEnergies may have, TotalEnergies shall be entitled (i) to levy a late payment charge of £20 per Site in respect of which payment is overdue, and (ii) to charge interest on overdue amounts (but not on the late payment charge) from the due date until payment at the rate of four per cent per annum above HSBC Bank Plc base rate from time to time in force.
- (h) Sums claimed in invoices are preliminary sums and are subject to reconciliation and correction.
- (i) Failure to pay more than one invoice by the due date shall amount to a material breach of the

Agreement for the purposes of Clause 14(a)(ii).

- (j) TotalEnergies may set off any amount payable by TotalEnergies to the Customer under this Agreement against any amount payable by the Customer to TotalEnergies under this or any other agreement between the Customer and TotalEnergies (including any agreement for the supply of gas), including in respect of any accrued charges, irrespective of whether or not such amount has been invoiced and/or is due to be invoiced and/or (where invoiced) has become due for payment.
- (k) If the Customer has used a third party intermediary or broker ("TPI"), the TPI will earn commission for helping arrange this Agreement and other related services, which shall be included in the Contract Price and paid direct by TotalEnergies to the TPI.

6A. Change in Financial Circumstances

- (a) If, before commencement of the Supply Period or at any time during the term of this Agreement, TotalEnergies has reasonable grounds for believing:
- (i) that the Customer may be unable to meet its obligations under this Agreement, or
- (ii) that the financial circumstances of the Customer have deteriorated to a level unacceptable to TotalEnergies, or
- (iii) that any credit insurance policy applied for or obtained by TotalEnergies in respect of payments due from the Customer under this Agreement is denied, expires, is cancelled or withdrawn,
- then TotalEnergies may either:
- (iv) terminate the Agreement forthwith by written notice to the Customer; or
- (v) give notice to the Customer stating its reasonable grounds (in the case of (i) or (ii) above or the existence of the circumstances in the case of (iii) above) and requesting adequate financial assurances of due performance.
- (b) In the event the Customer is unable to or unwilling to provide the adequate financial assurance requested by TotalEnergies within 7 (seven) days of receipt of a notice given by TotalEnergies pursuant to Clause 6A(a)(v), TotalEnergies may:
- (i) terminate the Agreement forthwith by written notice to the Customer;
- (ii) refuse any instruction of the Customer to procure electricity for any period that follows the giving of the notice under Clause 6A(a)(v) (notwithstanding any other provision of this Agreement that would otherwise require TotalEnergies to carry out such instruction).
- (c) In the event that TotalEnergies gives a notice pursuant to Clause 6A(a), TotalEnergies shall have the right (in addition to the right provided for in Clause 6A(b)) to render invoices to the Customer as frequently as TotalEnergies requires from time to time. Clause 6 shall apply to such invoices mutatis mutandis for the purposes of this Clause 6A(c) save that all such invoices shall fall due for payment immediately and must be paid by BACS transfer.

- (d) If at any time during the term of this Agreement, TotalEnergies has reasonable grounds for believing that any deposit or other security provided by the Customer is insufficient, in the opinion of TotalEnergies, to meet the Customer's potential liabilities to TotalEnergies under the Agreement, then TotalEnergies may give notice to the Customer stating its reasonable grounds and requesting adequate further deposits or other security. In the event the Customer is unable or unwilling to provide the same (or alternative financial assurances to the satisfaction of TotalEnergies) within fourteen (14) days of receipt of a notice given by TotalEnergies pursuant to this Clause 6A(d), TotalEnergies shall have the right to terminate the agreement forthwith by written notice to the Customer, and to refuse any instruction of the Customer to fix the price of electricity for any period that follows the giving of the notice under this Clause 6A(d) (notwithstanding any other provision of this Agreement that would otherwise require TotalEnergies to do so).

7. Measurement

For each Premises, the following provisions shall apply:

- (a) In the case of Half Hourly Meters, the Customer shall ensure that there is installed, operated and maintained in proper working order a Meter Installation containing such equipment as may be required which installation shall comply in every respect with the requirements of the BSC, any statute as amended from time to time, and any other relevant Industry Agreement.
- (b) In respect of Half Hourly Meters only, the Customer shall notify TotalEnergies of any change of Meter Operator at any Premises covered by this Agreement by giving TotalEnergies written notice thereof within 14 days of such change.
- (c) The Customer may at any time by giving reasonable notice in writing request TotalEnergies to arrange that the Meter be verified for accuracy.
- (d) In respect of Non-Half Hourly Meters, where there is a dispute as to the accuracy of the Meter, the Metering Equipment shall be examined and tested by a Meter Examiner in accordance with Schedule 7 to the Act. If on such a test:
- (i) it shall be found that the inaccuracy of the registration of the Metering Equipment at normal loads exceeds the Agreed Accuracy Limits, suitable adjustment shall be made to the Customer's subsequent invoices rendered by TotalEnergies and the Metering Equipment or any part thereof found to be inaccurate shall be recalibrated or replaced and the cost of such test and recalibration or replacement shall be paid by TotalEnergies;
- (ii) the Metering Equipment shall be found to be accurate within the said limits, the Metering Equipment shall be deemed to be accurate and the cost of removing, testing and replacing the Metering Equipment or any part thereof shall be paid by the Customer.
- (e) In the case of Half Hourly Meters, the Customer shall ensure that the accuracy of the Meter is maintained at all times, and where

there is a dispute as to the accuracy of the Meter, the Metering Equipment shall be examined and tested by a Meter Examiner in accordance with Schedule 7 to the Act. If on such a test:

- (i) it shall be found that the inaccuracy of the registration of the Metering Equipment at normal loads exceeds the Agreed Accuracy Limits, suitable adjustment shall be made to the Customer's subsequent invoices rendered by TotalEnergies and the Customer shall ensure that the Metering Equipment or any part thereof found to be inaccurate shall be recalibrated and TotalEnergies shall have no liability for the cost of such test and recalibration or replacement;
- (ii) the Metering Equipment shall be found to be accurate within the said limits, the Metering Equipment shall be deemed to be accurate and the Customer shall indemnify TotalEnergies against any cost of removing, testing and replacing the Metering Equipment or any part thereof.
- (f) In the case of Half Hourly Meters at the Premises, where the Customer has entered into a Meter Operation Agreement directly with a Meter Operator and/or Data Collection Agreement directly with the Data Collector/Aggregator, the Customer shall inform TotalEnergies of the identity of such Meter Operator or Data Collector/Aggregator before or immediately after such agreement comes into force. The Customer agrees to enforce the terms of such agreements (including terms as to the levels of service to be provided by the Meter Operator or Data Collector/Aggregator) and to indemnify TotalEnergies against all expenses, loss or damage suffered by TotalEnergies as a result of any act or omission of that Meter Operator or Data Collector/Aggregator or as a result of that Meter Operator or Data Collector's/Aggregator's breach of that agreement or the BSC, including any Supplier Liquidated Damages or liquidated damages incurred by TotalEnergies under the terms of the BSC and procedures made thereunder.
- (g) Any costs, charges or other liability incurred by TotalEnergies as a result of the actions or omissions of any Meter Operator or Data Collector contracted by the Customer or TotalEnergies (including but not limited to costs arising from the delay in receipt of valid data from such persons or failure by such persons to fulfil any obligations under the BSC) will be payable to TotalEnergies by the Customer and the Customer shall indemnify TotalEnergies in respect thereof.
- (h) In respect of Half Hourly Meters only, if the Customer is not in a contract with a Meter Operator or if the Customer fails to inform TotalEnergies of the identity of the Customer's Meter Operator in accordance with Clause 7(f) then TotalEnergies may appoint its own Meter operator and the Customer shall indemnify TotalEnergies against the cost of such appointment and all expenses, loss or damage suffered by TotalEnergies as a result of any act or omission of that Meter Operator or as a result of that Meter Operator's breach of that agreement or the BSC, including any Supplier Liquidated Damages or liquidated damages incurred by TotalEnergies under the terms of the BSC and procedures made thereunder.

- (i) The Customer agrees not to enter into a Meter Operation Agreement directly with a Meter Operator which is in force at the same time as any other Meter Operation Agreement to which TotalEnergies is a party, and shall ensure that no more than one Meter Operator is appointed at any one time.
- (j) The Customer shall procure that the Meter Operator complies with requirements under the Master Registration Agreement as to communication of data including any contractual obligation to use the Data Transfer Network and standard data flows, unless otherwise agreed with the Data Collector and TotalEnergies.

8. "Premises" etc., Equipment and Safe Use of Electricity

- (a) The Customer shall:
 - (i) at all times use the electricity in a safe manner and so as not to interfere with the efficient distribution of electricity by the Distributor;
 - (ii) comply with any request reasonably made by TotalEnergies or the Distributor in the interests of the security of the System to discontinue or reduce flow of electricity from the System;
 - (iii) be responsible for all structures, equipment, cables, wires, appliances and devices on the Customer's side of the Connection Point;
 - (iv) not change or modify (or procure any change or modification to) the type of Metering Equipment installed so that it does not comply with the requirements as to metering functionality set out in the Use of System Agreement;
 - (v) permit the Distributor to install Operational Metering Equipment at or as close as reasonably practicable to any Connection Point in addition to any other Metering Equipment for the purpose of collecting data for the operation and planning of the Distribution System in respect of such Operational Metering Equipment; the Customer shall not interfere with such equipment or connections and shall allow the Distributor, its employees, agents, subcontractors and invitees at all reasonable times safe and unobstructed access to any Operational Metering Equipment and shall not interfere with the same; the Customer shall
 - (vi) allow the Distributor, its employees, agents, subcontractors and invitees at all reasonable times safe and unobstructed access to any Operational Metering Equipment;
 - (vii) permit the provision, without charge to TotalEnergies, the Meter Operator, the Data Collector or the Data Aggregator as appropriate, of such data from Metering Equipment and from any equivalent Meter operated under the Unmetered Supplies Procedure as is required for the purpose of and in accordance with the Use of System Agreement, the Meter Operation Agreement, the Data Collection Agreement, the Data Aggregation Agreement and the operation and planning of the Distribution System;
 - (viii) allow TotalEnergies or any person

authorised by TotalEnergies free of charge, safe and unobstructed access to each Supply Point covered by this Agreement provided that, in an emergency, access shall be afforded at any time without notice; without prejudice to any other remedy available to TotalEnergies, the Customer agrees to pay abortive visit charges where the Meter Operator of TotalEnergies (or their respective officers, employees or agents) have visited the Premises and have not obtained access thereto;

- (ix) permit (where the Customer is not a Micro Business Consumer) the installation of automated meter reading at its premises unless it has requested a smart metering solution instead.
 - (b) Such rights of access provided for in Clause 8(a) in this Agreement shall include, but not be limited to, the right to bring on to the relevant Premises such vehicles, plant, machinery and maintenance or other materials and such persons as shall be reasonably necessary for such purposes.
 - (c) The Customer shall indemnify TotalEnergies against any loss of or damage to the property of a third party comprised in the Meter Installation except to the extent that such loss or damage is caused by the negligence of TotalEnergies or that third party.
 - (d) If the Customer makes an arrangement directly with the Distributor or other third party for the carrying out of works to the electrical lines or apparatus (whether before or after the Connection Point) to augment, decrease, or Energise, De-energise or Re-energise the Connection Point, or for some other purpose, TotalEnergies shall have no liability to the Customer for any loss or damage howsoever caused by the Distributor or other third party as a result of the carrying out of such works.
 - (e) The Customer shall, upon entering into the Agreement and thereafter as required, provide to TotalEnergies the following details in respect of any Connection Point through which the relevant supply is to be delivered:
 - (i) the relevant Supply Number core data (as defined in the Master Registration Agreement);
 - (ii) the relevant Customer name;
 - (iii) the Metering Point address relating to each Supply Number;
 - (iv) the Customer's Maximum Power Requirement if:
 - (aa) the Customer is not a Domestic Customer (as defined in the Supply Licence);
 - (bb) the Customer has a Maximum Power Requirement not less than 20 kVA; and
 - (cc) the Customer is a new owner or occupier of the Premises;
 - (v) the contact name for the Customer if different from the Customer's name;
 - (vi) the Customer's postal address if different from the Metering Point address;
- and the Customer shall notify to TotalEnergies in writing, by reference to the Supply Number,

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any change in such details as soon as reasonably practical and where possible in advance of such change.

- (f) Where the Connection Point is isolated by the Distributor by reason of the Customer's failure to comply with a request by the Distributor, in dealing with an emergency, that the Customer reduce or discontinue its flow of electricity, TotalEnergies shall have no liability in respect of the Supply.
- (g) No step taken or other thing done or not done (which may include a reduction in the Supply), by the Distributor or TotalEnergies;
- (i) in dealing with emergencies; or
- (ii) maintaining the security and operational safety of the System,

shall be a breach of the Agreement by TotalEnergies; in particular TotalEnergies will not be in breach of its obligations in respect of the Supply.

- (h) To the extent that at any time it is not feasible for the Distributor or the Transmission System Operator or the Distributor or the Transmission System Operator have refused to make electricity available for any reason whatsoever or their ability to do so is restricted by reason of:
- (i) the carrying out of works in connection with the System (whether maintenance repair, replacement, or other works); or
- (ii) the exercise of a right or discharge of a duty by them under the Act (including the Electricity Code and the Regulations) or their respective licences and other Industry Agreements,

TotalEnergies shall be relieved of its obligations in respect of the Supply.

- (i) In cases of Half Hourly Meters, where the Customer is in direct contract with the Meter Operator, TotalEnergies shall not be liable for the failure of the Supply resulting from any failure or defect or requirement for maintenance of any Meter Installation at the Premises which it does not own.
- (j) If the Customer fails to comply with the terms of any relevant Connection Agreement, TotalEnergies shall be relieved of its obligations in respect of the Supply.
- (k) The Customer acknowledges and agrees that the Distributor may De-Energise any Metering Point if the Distributor is entitled to do so pursuant to the Connection Agreement relating to such Metering Point.
- (l) TotalEnergies shall have no liability for any acts, omissions or neglects of the Distributor, the Data Aggregator, the Data Collector, the Meter Examiner, the Meter Operator or the Transmission System Operator.
- (m) The Customer acknowledges and agrees that the Distributor may, at any time with no prior notice, De-Energise any Metering Point if:
- (i) the Distributor is instructed, pursuant to the terms of any of the Industry Agreements (as amended from time to time), to do so;
- (ii) the Distributor considers it necessary to do so for safety of security reasons;
- (iii) the Distributor considers it necessary to

do so to avoid interference with the regularity or efficiency of its Distribution System;

- (iv) an accident or emergency occurs or threatens to occur which requires the Distributor to do so to avoid the risk of personal injury to any person or physical damage to the property of the Distributor, its officers, employees or agents or the property of any other person;
- (v) it is entitled to do so for reasons of demand control under the Use of System Agreement; or
- (vi) subject to the terms of a replacement agreement, the Use of System Agreement is terminated in accordance with its terms.
- (n) In respect of any De-Energisation carried out by the Distributor in any of the circumstances set out in Clause 8(k) of this Agreement, the Customer agrees:
- (i) no such De-Energisation shall be a breach of this Agreement by TotalEnergies, in particular TotalEnergies will not be in breach of its obligations in respect of the Supply of electricity; and
- (ii) TotalEnergies shall be relieved of its obligations in respect of the Supply of electricity under this Agreement;

save in circumstances where the Use of System Agreement was terminated as a result of a breach thereof by TotalEnergies.

- (o) If any Metering Point is De-Energised by the Distributor or TotalEnergies, whether at the request of the Customer or the insistence of the Distributor or TotalEnergies, the Customer shall indemnify TotalEnergies in respect of any charges in respect of such De-Energisation imposed on TotalEnergies by the Distributor together with any other charges incurred by TotalEnergies in effecting such De-Energisation and shall be liable for the costs of any subsequent Re-energisation carried out at the Customer's request.
- (p) The Customer shall take all reasonable steps to enable the Meter Operator and TotalEnergies to comply with their obligations under any relevant Meter Operator Agreement. The Customer agrees not to have Certified metering installed at the Premises where there is installed or used at those Premises a Meter specified as 'Non-Certified'.
- (q) If there is no reasonably foreseeable future use for a Metering Point and TotalEnergies sends or is to send to the Distributor a Disconnection Notice in respect thereof, the Customer will give to TotalEnergies a true and accurate explanation for why there is no reasonably foreseeable future use for the Metering Point, and shall indemnify TotalEnergies against all costs, demands, claims, expenses, liability, loss or damage which TotalEnergies incurs (including as a result of any indemnity given to the Distributor) in consequence of acting in reliance on such details which in any way prove to be inaccurate or misleading.

9. Ownership

The following provisions shall apply:

- (a) Title to and risk in the electricity supplied to the Customer under this Agreement shall pass to the Customer at the Connection Point.

- (b) The Meter Installation and any other equipment, electrical lines or apparatus of TotalEnergies, the Meter Operator, the Distributor or the Transmission System Operator are not and shall not become the property of the Customer.

10. Care of Meter and Metering

The Customer shall ensure that:

- (a) no part of the Meter Installation is damaged or otherwise mistreated;
- (b) no person improperly breaks any seal affixed to any part of the Meter Installation;
- (c) no notice relating to ownership affixed to the Meter by the Distributor or TotalEnergies is removed or defaced;
- (d) no electricity is taken from the System on the Premises at a point before the Connection Point; and
- (e) in the case of a Meter for which a by-pass has been lawfully installed by the Distributor or Meter operator, the flow of electricity is not diverted from passing through the Meter otherwise than through such by-pass;

and shall indemnify TotalEnergies against any liabilities, charges or costs arising from the Customer's failure to comply with this Clause. If it appears that any interference of the kind envisaged in this Clause has occurred, TotalEnergies may invoice the Customer for the monetary value (assessed at the Contract Price) of any electricity which it reasonably calculates to have been consumed since the interference together with the costs of rectifying the damage and any associated legal and administrative costs.

11. Liability

- (a) TotalEnergies shall indemnify the Customer against personal injury to or the death of any person or loss of or damage to any property real or personal to the extent that such injury, death, loss or damage arises in the course of or by reason of the Supply and provided always and only to the extent that the same is due to negligence on the part of TotalEnergies, subject to Clauses 11(b) and 11(d).
- (b) The obligation of TotalEnergies to indemnify the Customer under Clause 11(a) shall be subject to an aggregate limit of £10,000,000 in any calendar year save in the case of death or personal injury where this limit shall not apply.
- (c) Notwithstanding anything expressed or implied in the Agreement, neither TotalEnergies or any of its associates, affiliates, servants, agents or contractors (of any tier) or its or their directors, officers or employees shall be liable (whether through contract, negligence or otherwise) to the Customer or the Customer's associates, affiliates, servants, agents or contractors (other than TotalEnergies) or its or their directors, officers or employees for any damages (other than to the extent arising pursuant to Clause 11(a)), expenses (including legal expenses), loss of use, profits, contracts, goodwill, production, data, revenue, or for increased costs of working or business interruption, any Economic Loss or any indirect or consequential loss whatsoever and howsoever caused whether foreseeable or not.
- (d) Provided always that none of the foregoing provisions of this Clause shall operate to exclude or restrict the liability of TotalEnergies

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for death or personal injury resulting from negligence.

- (e) The provisions of Clauses 11(a) to (d) inclusive shall also apply to the supply by TotalEnergies to the Customer of any metering, meter data or installation services including in relation to automated meter reading, smart or advanced metering and accordingly for the purposes of Clause 11(a) "Supply" shall include the supply by TotalEnergies of such services.

12. Force Majeure

- (a) If in or as a consequence of Force Majeure (as defined in Clause 12(b)) it is not reasonably practicable for the party affected by Force Majeure (the 'Affected Party') to perform any of its obligations in accordance with the Agreement such obligations (other than any obligations to make payments under the 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.
- (b) "Force Majeure" means any event or circumstance which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, either party, including (but without limitation):
- (i) act of public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
 - (ii) act of God;
 - (iii) strikes, lock-outs or other industrial disturbance;
 - (iv) explosion, fault or failure of plant or machinery, other than the Customer's plant or machinery, which could not have been prevented by Good Industry Practice;
 - (v) the failure of any generator or the Transmission System Operator or other person to deliver or transmit electricity to the Distributor or any deficiency in such delivery or transmission;
 - (vi) any System Outage;
 - (vii) governmental restraint, Act of Parliament, other legislation, bye-law or Directive, export controls, economic sanctions, or the coming into force of any other legal requirement;
 - (viii) breaking or severing of, accidental or criminal damage to, or interference with any electrical cables, wires and plant, electrical lines, seals, housings, mountings and earthing equipment and data processing and communications equipment, machinery or other equipment;
 - (ix) lightning, storm, accumulation of snow or ice, earthquake, fire or flood or extreme weather conditions by reason of which the Distributor is unable to make available at the Connection Point sufficient flow of electricity to meet the Customer's demand;
 - (x) any event which constitutes an event of Supplier Force Majeure under Section 3.3 of Section S of the BSC;

- (xi) any conditions by reason of which TotalEnergies is unable to make available economically at the Metering Point sufficient amounts of electricity to meet the Customer's demand.

Provided that, inability to pay (however caused) shall not amount to Force Majeure.

- (c) If either party is unable to perform any obligation under the Agreement for reasons of Force Majeure for a continuous period of 180 Days the other party shall have the right:
- (i) to terminate the Agreement forthwith upon notice to the other party (provided that Clauses 14(c) and (d) shall apply); or
 - (ii) to withdraw any affected Premises from the Agreement.

13. Suspension

- (a) If the Customer shall fail to comply with any of its obligations in respect of any Premises and such failure shall remain unremedied for seven days after TotalEnergies shall have given written notice to the Customer requiring the same to be remedied, TotalEnergies shall be entitled to suspend or reduce the Supply to such Premises forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that TotalEnergies may have and provided always that any such suspension shall not be treated as being outside the control of the Customer.
- (b) If TotalEnergies is given a direction under Section 34(4) or 96 of the Act or Section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply of electricity to specified persons, then, for so long as and to the extent required by the direction:
- (i) the Customer shall refrain from using, or restrict its use, of electricity on being required by TotalEnergies to do so; and
 - (ii) TotalEnergies shall be entitled to discontinue or restrict the supply of electricity to the Customer,
- and TotalEnergies shall have no liability to the Customer in respect of the discontinuance or restriction of the Supply.

14. Termination

- (a) Subject to Clauses 14(c), (d) and (f), either party may terminate the Agreement in respect of one or more Premises forthwith by written notice to the other at any time if:
- (i) any condition referred to in Clause 3(b) fails to be satisfied (but not where such failure is due to an act or omission of the party seeking to terminate); or
 - (ii) the other is in material breach of its obligations hereunder and the breaching party fails to remedy the same within 14 (fourteen) Days after receiving written notice of the failure from the terminating party requiring it to be remedied and notifying its intention to exercise the right of termination under this Clause 14(a); or
 - (iii) the other party ceases to trade or enters into liquidation whether voluntarily or compulsorily (other than for the purposes of amalgamation or reconstruction) or compounds with its creditors or has a receiver, administrative receiver, administrator, nominee, supervisor or

similar officer appointed over all or any of its assets or its undertaking or any part thereof (or, in Scotland, becomes notour bankrupt) or if any action, petition, application or proceeding is initiated or resolution passed relating to any of the afore-mentioned matters.

- (b) Subject to Clauses 14(c), (d) and (f), TotalEnergies will be under no obligation to continue the Supply to a particular Connection Point, and may terminate the Agreement in respect of one or more Premises forthwith by written notice to the Customer, if at any time:
- (i) the Customer ceases to be a party to, or fails to comply with its obligations under, the Connection Agreement with the Distributor;
 - (ii) the Customer ceases to be a party to, or fails to comply with its obligations under the Meter Operator Agreement with the Meter Operator;
 - (iii) the Connection Agreement terminates;
 - (iv) the Meter Operator ceases to be a party to, or fails to comply with its obligations under the Meter Operator Agreement entered into with TotalEnergies,

and the circumstances described in Clause 14(b)(i) to (iii) shall constitute (but not exclusively) a material breach of the Agreement by the Customer.

- (c) Any termination of the Agreement shall be without prejudice to any rights or remedies of either party which arise prior to or as a result of termination.
- (d) The Agreement shall remain in full force and effect, and the Customer shall remain liable to pay TotalEnergies for electricity consumed at the rate determined by TotalEnergies from time to time (which shall include an amount to take account of the Use of System Charges and other charges) plus standing charges, after the expiry of the Supply Period for such further period of time as TotalEnergies continues to be treated by the Distributor as the supplier in respect of the Connection Point. Details of these rates and charges are available from TotalEnergies on request.
- (e) Any resumption of Supply following termination pursuant to this Clause 14 or suspension under Clause 13 will be at the discretion of TotalEnergies and TotalEnergies may require a reconnection charge and security or other form of debit payment.
- (f) Notwithstanding Clauses 14 (a), (b), (c) and (d), this Agreement shall terminate upon a last resort direction given to an electricity supplier other than TotalEnergies, in pursuance of standard condition 8 (Supplier of Last Resort) of that supplier's licence coming into effect in relation to the Premises.
- (g) The agreement of TotalEnergies to supply electricity to the Site(s) is based upon, amongst other things, its assessment of the creditworthiness of the Customer and the commitment of TotalEnergies under this contract to supply electricity to a Site ceases where the Customer has ceased to occupy that Site. For the avoidance of doubt, the Customer's obligations under this contract are not terminated or discharged as a consequence of the Customer ceasing to occupy any Site.

The Customer agrees to give TotalEnergies 28 days' prior written notice if it ceases to occupy a Site. The Customer acknowledges that in the absence of such notice TotalEnergies is at risk of supplying electricity to a third party at the Site in the mistaken belief that the Customer remains in occupation of the Site. If the Customer does not give 28 days' written notice as required then the Customer agrees to indemnify TotalEnergies against all losses, costs and damage it may suffer as a result of supplying electricity to the Site after the Customer has ceased to occupy the Site, including (without limitation) losses resulting from the failure of the third party occupying the Site to pay TotalEnergies the deemed contract price of the electricity consumed by the third party.

- (h) TotalEnergies shall have the right to terminate the Agreement forthwith by written notice to the Customer if the Customer ceases to occupy the Site.

14A. Supplier Transfer Objections

TotalEnergies may prevent any proposed Supplier Transfer, in respect of any Site, to another electricity supplier for so long as:

- (a) the Customer fails to pay charges for the supply of electricity to those Premises or any premises of the Customer which are due to TotalEnergies and have been demanded in writing; or
- (b) this Agreement will not expire nor, to the knowledge of TotalEnergies, be terminated in accordance with its terms on or before the date of the proposed transfer; or
- (c) the Customer has informed TotalEnergies that the Customer has not entered into a contract for electricity supply with that other electricity supplier, or the Customer otherwise requests TotalEnergies to prevent the Supplier Transfer

provided always that TotalEnergies shall have no liability to the Customer for any loss or damage resulting from any prevention of (or failure to prevent) any Supplier Transfer to another electricity supplier.

14B. Obligation to complete a Supplier Transfer within five working days

Without prejudice to Clause 5(i), TotalEnergies will take all reasonable steps to complete a Supplier Transfer from any other electricity supplier to TotalEnergies as soon as reasonably practicable and, in any event, within 5 Working Days following the Relevant Date unless:

- (a) the Customer requests that the Supplier Transfer be completed at a later date (and the Customer shall be treated as having so requested where the Supply Date is later than 5 Working Days following the date on which the Customer entered into this Agreement); or
- (b) the Customer notifies TotalEnergies that it does not wish the Supplier Transfer to take place (in which case this Agreement shall be treated as terminated by the Customer on the date of such notification); or
- (c) one or more of the conditions in subclauses (i) to (iii) of this Clause 14B(c) apply, namely -

- (i) the electricity supplier that is supplying electricity to the Premises has prevented a proposed Supplier Transfer to TotalEnergies in accordance with paragraph 14.2 or 14.4 of standard

condition 14 (Customer transfer blocking) of that supplier's licence; or

- (ii) any of the conditions in standard condition 14A.3(b) (objection by a Supply Exemption Holder) or (d) (no connection or metering to an Exempt Distribution System) of the Supply Licence of TotalEnergies applies; or

(iii) TotalEnergies is prevented from completing the Supplier Transfer due to any other circumstance which is outside its control and which it has taken all reasonably practicable steps to resolve.

- (d) Without prejudice to Clauses 4(e), 5(h), 5(i), 5(j), 5(k) and 6(b), TotalEnergies shall not charge the Customer for any costs associated with carrying out a Supplier Transfer.

15. Assignment

The Customer may not assign the Agreement or part of the Agreement without the prior written consent of TotalEnergies.

16. Confidentiality, Copyright and Data Protection

- (a) Neither party shall without the prior written consent of the other:
- (i) disclose Confidential Information to any person other than its officers or employees, professional advisers, consultants, affiliates or shareholders; or
- (ii) make use of any Confidential Information otherwise than in the performance of the Agreement;

provided that these restrictions shall not apply to information which has come properly into the public domain through no fault of either party.

- (b) Where Confidential Information is disclosed as permitted under Clause 16(a) the party disclosing such Confidential Information shall take all reasonable steps to ensure that the person to whom the information is disclosed is aware of the obligations under Clause 16(a) and does not use or disclose the information otherwise than as permitted.
- (c) Notwithstanding Clause 16(a), TotalEnergies shall own the copyright in the Agreement and own any data TotalEnergies records relating to the Customer's consumption of and price paid for electricity under the Agreement and may use such data in the compilation of statistics or for any use which TotalEnergies thinks fit or any use permitted under the BSC.
- (d) The obligations contained in this Clause shall continue notwithstanding any termination of the Agreement.
- (e) The Privacy Policy of TotalEnergies may be viewed at <https://business.totalenergies.uk/privacy-policy>

17. Warranty

The Customer warrants that in entering into the Agreement it is not in breach of any contract it has with a third party for the supply of electricity.

18. Waiver

No indulgence shown by either party to the other shall prevent that party subsequently insisting upon its rights and remedies under the Agreement.

19. Notices

Any notice given pursuant to the Agreement shall

be in writing and may be served by ordinary prepaid first class post, by personal delivery, by prepaid recorded delivery or by registered post to the addresses at its registered office for the time being, and shall be deemed to have been received:

- (a) in the case of personal delivery, at the time of delivery;
- (b) in the case of first class post, the second day after it was posted;
- (c) in the case of prepaid recorded or registered delivery, as recorded or registered by the delivery service effecting delivery.

20. Variations

TotalEnergies may without affecting its binding nature and without further formality (save for notice to the Customer) vary the Agreement, and without limiting the circumstances in which they may be made, variations may be made:

- (a) to reflect any obligations and liabilities imposed on TotalEnergies under the BSC or any other Industry Agreement including any agreement between TotalEnergies and the Distributor or the Transmission System Operator;
- (b) to reflect any change in the terms of the Connection Agreement;
- (c) if any direction is given to TotalEnergies pursuant to Section 34(4) or 96 of the Act or Section 2(1)(b) of the Energy Act 1976;
- (d) to reflect any variation in charges for metering;
- (e) to correct any errors in the Connection Point details given to TotalEnergies;
- (f) to reflect any variation in any charges imposed on TotalEnergies as a result of a change in any Industry Agreement or as a result of any action or direction of the Secretary of State or the Authority which determines a change to any charges imposed on TotalEnergies;
- (g) if any generation of electricity is carried out by the Customer for the Premises concerned ("own generation" or "on site generation") after the commencement of Supply under this Agreement; and
- (h) as a result of the Customer having supplied any incorrect information to TotalEnergies.

Notwithstanding the foregoing provisions of this Clause 20, TotalEnergies shall not be entitled to vary this Agreement without the Customer's consent solely on the ground that the Customer is no longer a Micro Business Consumer.

21. Balancing and Settlement Code and Industry Agreements

Where:

- (a) the BSC or any other Industry Agreement provides for the Distributor and/or TotalEnergies to do anything at or affecting any Premises or the supply of electricity; and
- (b) in doing that thing the Distributor and/or TotalEnergies comply with the requirements of the BSC any other Industry Agreement in relation thereto, do not act unlawfully and are not negligent; and
- (c) by reason of the Distributor and/or TotalEnergies doing that thing the Customer suffers loss or damage,

neither TotalEnergies nor the Distributor shall have any liability in respect of such loss or damage and

the Customer warrants that it will bring no action or proceeding against the Distributor or TotalEnergies.

22. Distribution Code

The Customer must comply at all times with the provisions of the Distribution Code in so far as they are applicable to the Customer.

23. Severability of provisions

If any provision of the Agreement should be held to be illegal, invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its remaining provisions and the remainder of the affected provision.

24. Interpretation

- (a) References in this Agreement to "TotalEnergies" shall include where applicable its agents appointed for the purposes of carrying out functions or performing obligations which under the BSC or any other relevant agreement are required to be or may only be carried out or performed by such an agent.
- (b) The Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes and extinguishes any representations and understandings previously given or made other than those contained herein, without prejudice to any liability for fraudulent misrepresentation.
- (c) The headings in the Agreement are inserted for convenience only and shall not affect the interpretation of any of its provisions.
- (d) The Agreement shall be construed and governed in all respects in accordance with the laws of England and any disputes or differences shall be subject to the exclusive jurisdiction of the English Courts.

25. Disconnections or Cessation of Supply

The Customer acknowledges that the Supply hereunder may be disconnected or may cease and, if the Customer requires emergency or stand-by capability, such requirements shall not be supplied by TotalEnergies and must be contracted for separately.

26. Electricity Safety, Quality and Continuity Regulations 2002

The Customer must ensure compliance at all times with the Regulations and any statutes, statutory instruments, regulations or orders which are binding on the Customer and/or TotalEnergies.

27. Connection Provisions

- (a) The Customer by its agreement to take the Supply from TotalEnergies on the terms and conditions of this Agreement, also agrees to accept and adhere to the National Terms of Connection (NTC). The NTC can be viewed on the internet at www.connectionterms.org.uk and if the Customer wants a copy or has any questions about the NTC the Customer is requested to write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF (phone: 0207 706 5137).
- (b) The Distributor's obligations under the NTC and the obligations of TotalEnergies under this Agreement are subject to the Maximum Capacity and any other design feature of the Customer's connection. In accordance with

existing legal rules, the Customer must contact the Distributor in advance if the Customer proposes to make any significant change to the Customer's connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect the Distribution System or require alterations to the Customer's connection.

- (c) The Distributor will maintain, and may interrupt, and shall be entitled to cut-off any Connection Point in accordance with and subject to the provisions of the Act and any other legal requirements or rights (including those arising under any code or agreement with which the Distributor is obliged by its Distribution Licence to comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the connection at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.
- (d) Subject to any contrary existing agreement between the Customer and the Distributor (and/or TotalEnergies) the Distributor shall not be liable to the Customer under the Agreement or otherwise for any loss of damage which:
 - (i) is beyond the reasonable control of the Distributor; or
 - (ii) is consequential or indirect or arises from or amounts to Economic Loss.
- (e) If the Supply to the Premises is wholly or mainly used for business purposes the Distributor will only be liable to the Customer in accordance with the limitations in Clause 27(d) and up to a maximum of £100,000 per calendar year (or such other maximum as may be agreed between the Distributor and the Customer).
- (f) Clauses 27(d) and (e) will continue to apply regardless of the termination of the Agreement. The ending of the Agreement will not affect any rights, remedies or obligations which may have come into being under the Agreement prior to that time.
- (g) The terms of this Clause 27 will be changed automatically to incorporate any changes in the NTC that are approved by the Authority. Any change which is approved will be announced in the national press and the new terms will be published on the internet at www.connectionterms.org.uk and will take effect from the date stated in those announcements.
- (h) The Distributor may cut off the Supply to the Customer's Connection Point where the Distributor is entitled to do so under the general law, the Agreement, the NTC or the electricity industry arrangement under which the Distributor operates.
- (i) The Distributor shall be entitled and have the ability to enforce the provisions of this Clause 27 and by virtue of the Contracts (Rights of Third Parties) Act 1999 and this Clause may not be varied without the prior written consent of the Distributor.

Projected energy costs - Freebridge



Costs based on consumption figures taken from 21-22

NHH	Client Mark £/Mwh	Client Mark p/kwh	Market High £/mwh	Market High p/kwh	Market High Cost	Client Current Cost	Saving
October 22-23	489,040	48,904	717,500	71,750	£ 83,831.62	£ 557,752.08	£260,559.54
October 23-24	288,220	28,822	488,605	48,861	£ 557,255.96	£ 328,716.06	£228,539.89
October 24-25	222,150	22,215	332,440	33,244	£ 379,149.15	£ 253,362.96	£125,786.19
October 25-26	173,220	17,322	222,705	22,271	£ 253,995.94	£ 197,558.10	£ 56,437.84
October 26-27			204,010	20,401	£ 232,674.22		
October 27-28			174,920	17,492	£ 199,496.96		

Consumption in KWH	1,140,504	Percentage
Summer Baseload KWH	570,252	50%
Winter Baseload KWH	570,252	50%

HH	Client Mark £/Mwh	Client Mark p/kwh	Market High £/mwh	Market High p/kwh	Market High Cost	Client Current Cost	Saving
October 22-23			717,500	71,750	£ 211,225.54		
October 23-24	142,930	14,293	488,605	48,861	£ 143,840.91	£ 42,077.31	£ 101,763.61
October 24-25	129,240	12,924	332,440	33,244	£ 97,867.34	£ 38,047.09	£ 59,820.25
October 25-26	116,720	11,672	222,705	22,271	£ 65,562.35	£ 34,361.32	£ 31,201.03
October 26-27			204,010	20,401	£ 60,058.71		
October 27-28			174,920	17,492	£ 51,494.87		

Consumption in KWH	294,391	Percentage
Summer Baseload KWH	147,196	50%
Winter Baseload KWH	147,196	50%

Gas	Client Mark p/therm	Client Mark p/kwh	Market High p/therm	Market High p/kwh	Market High Cost	Client Current Cost	Saving
October 22-23	506,230	17,277	786,750	26,851	£ 776,398.54	£ 499,569.53	£276,829.00
October 23-24	317,120	10,823	615,933	21,022	£ 607,829.17	£ 312,947.65	£294,881.52
October 24-25	227,950	7,780	391,663	13,367	£ 386,510.09	£ 224,950.86	£161,559.23
October 25-26	152,750	5,213	256,616	8,758	£ 253,239.51	£ 150,740.27	£102,499.24
October 26-27			189,022	6,451	£ 186,534.64		
October 27-28			166,012	5,666	£ 163,827.39		

Consumption in KWH	2,891,450	Percentage
Consumption in Therms	98,684	40%
Summer Baseload KWH	1,156,580	60%
Winter Baseload KWH	1,734,870	
Summer Baseload therms	39,474	
Winter Baseload therms	59,211	

The figures above have been calculated using the consumption figures between 1st October 2021 - 30th September 2022. These figures are based on the future market rates and are commodity costs only. Against the market high figures between October 22 - September 26 Freebridge have achieved a cost avoidance (saving) of £1,699,877.34.



Electricity Supply Proposal

Part One

Freebridge Community Housing Limited Registered Office	SmartestEnergy Limited Registered Office
Norfolk PE30 1DZ	The Columbus Building 7 Westferry Circus London E14 4HD
Freebridge Community Housing Limited Registration Number	SmartestEnergy Limited Registration Number
IP29744R	Registered in England & Wales: 03994598
Contract ID	Customer Account Reference
AAAB061695	R000053646
Commencement Date	End Date
01/10/2023	30/09/2026
Product	Number of Sites
Inenco Framework	4 as detailed in Part 2
Quote Reference	Payment Terms & Method
106146	30 days from date of invoice DirectDebit

Until a binding contract has been formed between the Customer and Smartest in accordance with the protocol set out below, Smartest reserves the right at any time to refresh or withdraw any prices set out in this Proposal Document. The Customer acknowledges that it has received a copy of the Terms and Conditions.

The receipt by Smartest of this Proposal Document duly signed below on behalf of the Customer shall constitute the Customer's binding offer to contract with Smartest for the Supply on the terms as set out in this Proposal Document (including the Product Appendix associated with the product stated above) and the Terms and Conditions (the "Offer"). The Supply Contract shall become binding when acceptance of the Offer has been confirmed by Smartest in writing (by email). There is no requirement for Smartest to sign the Proposal Document before a legally binding contract is formed.

In addition to the confirming email, Smartest shall also supply the Customer with an original signed copy of the Proposal Document for the Customer's information and records. Any delay or failure in the Customer receiving such signed copy shall not invalidate the legally binding Supply Contract formed between Smartest and the Customer in accordance with the process set out above.

By signing this Proposal Document the Customer acknowledges and confirms that it has read and agrees to this Proposal Document (including, for the avoidance of doubt, the Product Appendix associated with the product stated above) and the Terms and Conditions. The capitalised terms not defined in this Proposal Document have the meaning ascribed to them in the Terms and Conditions (which are attached hereto).

IN WITNESS HEREOF subject to the protocol set out above, the parties' respective duly authorised representatives have signed this Proposal Document.

Freebridge Community Housing Limited	SmartestEnergy Limited	SmartestEnergy Limited
Signature:	Signature:	Signature:
Print Name:	Print Name:	Print Name:
Position:	Position:	Position:
Date:	Date:	Date:

Part Two - Supply Point Details

Site Name	Site Reference	MPAN	Energy Content	Connection Type	Voltage	Estimated Supply Period Consumption (kWh)	Estimated Maximum Demand (kW)	Load Factor (%)	Maximum Supply Capacity (kVA)	Distributor	Transmission Zone	Meter Operator	Data Collector	Data Aggregator
Bcklwn Council Depot	B1TKRX	1014569815750	100% Conventional	Network	Low Voltage	45515.2	4.8	36	50	UK Power Networks	Eastern	SWEB	SSIL	SSIL
Grove Gardens	B1TKRY	1014571585377	100% Conventional	Network	Low Voltage	225660.4	20.6	41.6	90	UK Power Networks	Eastern	SWEB	SSIL	SSIL
Caves Close	B1TKRW	1014571664035	100% Conventional	Network	Low Voltage	135564.5	12.8	40.3	10	UK Power Networks	Eastern	SWEB	SSIL	SSIL
Juniper House	B1TKRV	1023509093270	100% Conventional	Network	Low Voltage	794755.3	63	47.9	75	UK Power Networks	Eastern	SWEB	SSIL	SSIL

Part Three – Initial Charges

	Notes	Rate	Billing Level
Energy Rate	Energy Rate during the Supply Period shall be established in accordance with the Product Appendix associated with the product stated in Part 1, and thereafter shall be established in accordance with the Terms and Conditions. Energy Rate consists of:		
Energy Price	As determined by the paragraph titled "Energy Price" of the Product Appendix associated with the product stated in Part 1		Metering Point
Non-Energy Charges	The initial prices for Non-Energy Charges are to be confirmed at a later date.		Metering Point
(Including Third Party Intermediary Charges / Commission)	For the purposes of the Product Appendix associated with the product stated in Part 1, the following shall apply:	9.4 £/MWh 0 £ per supply point per day	Metering Point
Additional Charges	For the purposes of the Terms and Conditions the following are the Additional Charges:		
Value Added Tax	Pass Through Charge		
Climate Change Levy	Pass Through Charge		
Reactive Power Charge	Pass Through Charge		
Exceeded Capacity	Pass Through Charge		
New Connection Charges	To be agreed on a case-by-case basis		

Part Four – Initial Reference Volumes

The times detailed in the table below are all in UK Clock time.

Trading Period	Period Start	Period End	Reference Volume (MW)
Oct23	01/10/2023	31/10/2023	0.05
Nov23	01/11/2023	30/11/2023	0.05
Dec23	01/12/2023	31/12/2023	0.05
Jan24	01/01/2024	31/01/2024	0.05
Feb24	01/02/2024	29/02/2024	0.05
Mar24	01/03/2024	31/03/2024	0.05
Apr24	01/04/2024	30/04/2024	0.05
May24	01/05/2024	31/05/2024	0.05
Jun24	01/06/2024	30/06/2024	0.05
Jul24	01/07/2024	31/07/2024	0.05
Aug24	01/08/2024	31/08/2024	0.05
Sep24	01/09/2024	30/09/2024	0.05
Oct24	01/10/2024	31/10/2024	0.05
Nov24	01/11/2024	30/11/2024	0.05
Dec24	01/12/2024	31/12/2024	0.05
Jan25	01/01/2025	31/01/2025	0.05
Feb25	01/02/2025	28/02/2025	0.05
Mar25	01/03/2025	31/03/2025	0.05
Apr25	01/04/2025	30/04/2025	0.05
May25	01/05/2025	31/05/2025	0.05
Jun25	01/06/2025	30/06/2025	0.05
Jul25	01/07/2025	31/07/2025	0.05
Aug25	01/08/2025	31/08/2025	0.05
Sep25	01/09/2025	30/09/2025	0.05
Oct25	01/10/2025	31/10/2025	0.05
Nov25	01/11/2025	30/11/2025	0.05
Dec25	01/12/2025	31/12/2025	0.05
Jan26	01/01/2026	31/01/2026	0.05
Feb26	01/02/2026	28/02/2026	0.05
Mar26	01/03/2026	31/03/2026	0.05
Apr26	01/04/2026	30/04/2026	0.05
May26	01/05/2026	31/05/2026	0.05
Jun26	01/06/2026	30/06/2026	0.05
Jul26	01/07/2026	31/07/2026	0.05
Aug26	01/08/2026	31/08/2026	0.05
Sep26	01/09/2026	30/09/2026	0.05

Part Five – Portfolio Volume Allocation

Opening Volume Allocation across Portfolio Strategies

Customer		Customer Account Reference		
Freebridge Community Housing Limited		R000053646		
Strategy 1	Strategy 2	Strategy 3	Strategy 4	Total
**%	%	%	%	100%

ANNEX

Bridging Price Proposal Document

Part One

Freebridge Community Housing Limited's Registered Office	SmartestEnergy Limited Registered Office
[REGISTERED ADDRESS]	SmartestEnergy Limited ("Smartest") The Columbus Building 7 Westferry Circus London E14 4HD
Freebridge Community Housing Limited's Registration Number	SmartestEnergy Limited Registration Number
[REGISTRATION NUMBER]	Registered in England & Wales: 03994598
Product	Number of Sites
[PRODUCT]	<input checked="" type="checkbox"/> As detailed in Part 2
Contract Start Date	Contract End Date
[DD/MM/YYYY]	[DD/MM/YYYY]
Contract Reference	Customer Account Reference
106146	[ACCOUNT REFERENCE]
Payment Terms	Payment Method
<input checked="" type="checkbox"/> days from date of invoice	[PAYMENT METHOD]

Terms used herein and not defined shall have the meaning ascribed to them in the Terms and Conditions (as defined below).

The Customer acknowledges that it has received a copy of the Terms and Conditions (the "Terms and Conditions").

Until a binding contract has been formed between the Customer and Smartest in accordance with the protocol set out below, Smartest reserves the right at any time to refresh or withdraw any prices set out in this Bridging Price Proposal Document.

The receipt by Smartest of this Bridging Price Proposal Document and the Proposal Document duly signed below on behalf of the Customer shall constitute the Customer's binding offer to contract with Smartest for the Supply on the terms as set out in this Bridging Price Proposal Document, the Proposal Document and the Terms and Conditions.

The Supply Contract shall become binding when acceptance of this Bridging Price Proposal Document and the Proposal Document has been confirmed by Smartest in writing (either by email or fax). By signing this Bridging Price Proposal Document the Customer acknowledges and confirms that it has read and agrees to the Terms and Conditions (including for the avoidance of doubt, the Annexes).

In addition to the confirming email or fax, Smartest shall also supply the Customer with an original signed copy of the Bridging Price Proposal Document for the Customer's information and records. Any delay or failure in the Customer receiving such signed copy shall not invalidate the legally binding Supply Contract formed between Smartest and the Customer in accordance with the process set out above.

IN WITNESS HEREOF the parties have caused this agreement to be executed by their respective duly authorised representatives as of the date below or, if two or more dates are specified, the later date.

Freebridge Community Housing Limited	SmartestEnergy Limited	SmartestEnergy Limited
Signature:	Signature:	Signature:
_____	_____	_____
Print Name:	Print Name:	Print Name:
_____	_____	_____
Position:	Position:	Position:
_____	_____	_____
Date:	Date:	Date:
_____	_____	_____

Part Two

Supply Point Details

Site Name	Site Reference	MPAN
[SITE NAME]	[SITE REFERENCE]	[MPAN]

Charge Description	Rate	Notes
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Please note all times are in GMT

Energy Rates:

Day Units (07:00-24:00) p/kWh

Night Units (00:00-07:00) p/kWh

Additional Charges:

Standing Charge £/month

Availability Charge £/month

Value Added Tax

Climate Change Levy

Energy Content	Connection Type	Voltage
	[CONNECTION TYPE]	[VOLTAGE]

Estimated Supply Period Consumption (kWh)	Estimated Maximum Demand (kW)	Load Factor (%)
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Maximum Supply Capacity (kVA)	Distributor	Transmission Zone
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Meter Operator	Data Collector	Data Aggregator
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General Terms and Conditions

Flex Electricity Supply

Version 2022 1.1



NOW IT IS HEREBY AGREED AS FOLLOWS:

1	Conditions Precedent to The Supply	3
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1 Conditions Precedent to The Supply

- 1.1 It shall be a condition precedent to Smartest's Supply to the Customer that:
- (a) Service Providers have been appointed for each Supply Point in accordance with Industry Rules;
 - (b) Smartest becomes validly appointed as, or is, the Registrant in respect of each Supply Point;
 - (c) where the Proposal Document indicates direct debit as the payment method, the Customer provides Smartest with a validly completed and effective direct debit mandate form in respect of the Charges;
 - (d) where the payment method is a form other than direct debit, the Customer has provided Smartest with such information as it may reasonably require;
 - (e) a Meter that supports the charging structure of the Supply Contract is validly installed at the Site;
 - (f) the Site is connected to the distribution system of a Licensed Distributor (or another distributor with which Smartest has agreed third party access arrangements), and the connection is energised);
 - (g) Smartest either:
 - (i) has benefit of credit insurance cover held in respect of the Customer on terms that are reasonably satisfactory to Smartest; or
 - (ii) the Customer has provided Credit Support in accordance with the terms of clause 11.2.
- 1.2 Smartest shall be entitled in its sole discretion by notice in writing to the Customer to waive in whole or in part satisfaction of all or any of the Conditions Precedent.
- 1.3 Smartest's obligation to Supply shall cease in relation to a Site or Supply Point, or at Smartest's option, all Sites and Supply Points, if any of the Conditions Precedent are not satisfied or cease to be satisfied in any respect.

2 The Supply Contract

- 2.1 These Terms and Conditions shall, together with the duly executed Proposal Document, apply to and be incorporated into the Supply Contract. The Supply Contract shall take precedence over any inconsistent or conflicting specification or other document supplied by the Customer, or implied by law, trade, custom, practice or course of dealing. As between the documents that comprise the Supply Contract, the following order of precedence shall apply: the main body of the Proposal Document, then any appendices forming part of the Proposal Document, then these Terms and Conditions.
- 2.2 The Proposal Document constitutes a binding offer by the Customer to purchase the Supply. No offer made by the Customer shall be deemed to have been accepted by Smartest other than by a written acknowledgement issued by Smartest in accordance with the Protocol.
- 2.3 Smartest agrees to provide the Supply to the Customer, and the Customer agrees to pay for such Supply, on the terms of the Supply Contract.

3 National Terms of Connection

- 3.1 Your supplier (Smartest) is acting on behalf of your (the Customer's) network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract (the Supply Contract) and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.uk

4 Forecast Consumption Data, Information and Onsite Generation

- 4.1 The Customer shall prepare any Forecast Consumption Data provided under this clause 4 in accordance with Good Industry Practice.
- 4.2 The Customer shall provide Forecast Consumption Data to Smartest for the Supply Period prior to the Commencement Date.
- 4.3 The Customer shall promptly notify Smartest on the Customer becoming aware of any circumstance or event which has caused, or is likely to cause, the estimated future consumption of electricity at the Site to differ from that set out in the most recent Forecast Consumption Data sent to Smartest.
- 4.4 The Customer shall provide to Smartest such Information and such Forecast Consumption Data as Smartest may reasonably request from time to time, including so as to enable Smartest to calculate and if necessary, update the Annual Estimate of Costs. On request Smartest shall provide the Customer with a written copy of the Annual Estimate of Costs. For the avoidance of doubt, any Information that Smartest requests in order to comply with any legislation and/or regulatory requirement and/or any request made by the Authority or any other authority or regulatory body shall be deemed to be reasonably requested by Smartest under this clause 4.1.
- 4.5 The Customer appoints Smartest as its agent for the purpose of obtaining such Information as Smartest may require in order to commence, maintain or continue the Supply, including, for the avoidance of doubt, any historical Supply Point consumption data.
- 4.6 The Customer shall provide to Smartest no less than twenty Business Days written notice of any proposed or likely Change of Control. Subject to any confidentiality restrictions, the Customer shall promptly provide all further information and documentation that Smartest may reasonably request in relation to such Change of Control.
- 4.7 The Customer shall notify Smartest of any electricity generating unit that is installed at the Site from time to time (each a "**Generating Unit**"). The Customer shall notify Smartest in advance of the Generating Unit becoming operational and the notice shall contain the technology type (for example wind, solar, hydro, CHP, Energy from waste); the Generating Unit Capacity; and the expected date that the Generating Unit will become operational. On receipt of the notice, Smartest may require and the Customer shall provide such information as Smartest may reasonably require in relation to the Generating Unit and how it is operated.
- 4.8 Where the Customer notifies Smartest that a Generating Unit will become operational during the Supply Period, Smartest reserves the right to assess the impact on costs and/or risks to Smartest and amend the relevant Charges accordingly.
- 4.9 Where the Customer has one or more Generating Units at the Site:
- (a) the Customer shall not optimise the Generating Units by determining when to generate electricity based on fuel and/or market electricity prices rather than on site demand;

- (b) the Customer shall notify Smartest within 12 hours of the Customer becoming aware of any circumstance or event which has caused, or is likely to cause, the Generation Capacity to be reduced by 20% or more. In the event the Customer fails to notify Smartest of such event or circumstance then the Customer will pay to Smartest an amount equal to any costs, losses or expenses incurred by Smartest as a result of such failure to notify. Such amount shall be calculated by Smartest acting reasonably.

5 Customer Warranties and Covenants

- 5.1 By entering into the Supply Contract, the Customer represents, undertakes and warrants that:
- (a) all Information provided to Smartest or its Agent by or on behalf of the Customer and any Information that Smartest has (to the Customer's knowledge) otherwise obtained is true and accurate;
 - (b) it has complied with the Industry Rules (insofar as applicable to it);
 - (c) it is party to a Connection Agreement in respect of the Site;
 - (d) the Site does not constitute domestic premises;
 - (e) the Site has an Appropriate Meter, which meter is compliant with the Industry Rules;
 - (f) any supply contract with another electricity supplier it may be party to in respect of the Site will by the Intended Commencement Date have either expired or be validly or properly terminated (as the case may be);
 - (g) it has not entered into a supply contract with another electricity supplier in respect of the Site, which will be in force at any time during the Supply Period; and
 - (h) it understands that where the Customer has appointed an Intermediary, part of the Charges may comprise commission payable to that Intermediary. In such event, the Customer is aware of the amount of commission (including the rate of such commission and how the commission is calculated) and represents that such commission has been expressly agreed in advance with the Intermediary.
- 5.2 The Warranties shall be deemed to be repeated by the Customer on each day of the Relevant Period and the Customer shall monitor the continued accuracy of the Warranties and inform Smartest as soon as is reasonably practicable should any Warranty become (or be likely to become) untrue, inaccurate or misleading.
- 5.3 The Customer agrees with Smartest that it shall not at any time take electricity at any Supply Point exceeding the Maximum Supply Capacity. Should the Customer wish to agree a change to the Maximum Supply Capacity with the Distributor, the Customer shall provide at least twenty Business Days prior notice of such change to Smartest. The Customer agrees that it shall (in accordance with clause 10.2) be responsible for any increase in the charges levied on Smartest by the Distributor that occurs as a result of such change.
- 5.4 Subject only to clause 16 (Force Majeure) and any Generating Units at the Site of which Smartest is given notice, the Customer agrees to take its total requirement for electricity at the Site during the Registrant Period from Smartest.
- 5.5 The Customer shall immediately notify Smartest if they are, or subsequently become, a Micro-Business Customer as defined under the terms of this Supply Contract.
- 5.6 Subject to clause 5.7, where the Customer is a Micro-Business Customer Smartest may only send the Customer an Invoice in relation to:
- (a) units of electricity which could reasonably be considered to have been consumed by the Customer within the 12 months preceding the date of the Invoice; and

(b) Charges accrued within the 12 months preceding the date of the Invoice.

5.7 Clause 5.6 shall not apply in the following circumstances:

- (a) where Smartest has previously sent an Invoice in relation to the same units of electricity or Charges and such invoice has not been paid by the Customer; or
- (b) Smartest has been unable to issue an Invoice for the correct amount of electricity consumed due to (in Smartest's reasonable opinion) the obstructive or manifestly unreasonable behaviour of the Customer; or
- (c) any other circumstances, which following consultation, the Authority may specify by publishing a statement in writing.

5.8 The Customer shall comply with all relevant local laws and regulations.

5.9 The Customer shall immediately notify Smartest if it appoints and/or dismisses any Intermediary.

6 Registration

6.1 Subject to clause 6.2 and provided that the Customer complies with its obligations under the Supply Contract, Smartest shall use its reasonable endeavours to Register each Supply Point in Smartest's name by the later of:

- (a) the Intended Commencement Date; or
- (b) two days after the Effective Date (or, if later, the date the Supply Point became subject to the Supply Contract); and
- (c) the Customer shall provide such assistance as is reasonably required by Smartest to enable Smartest to so Register each Supply Point.

6.2 Smartest shall not be obliged to Register a Supply Point in accordance with clause 6.1 where any of the relevant circumstances outlined in condition 14A.1 of Smartest's Licence apply.

6.3 If Smartest has not been able to Register any Supply Point in Smartest's name within forty Business Days after the Intended Commencement Date for that Supply Point, Smartest reserves the right to terminate the Supply Contract in respect of the Supply Points in question in accordance with clause 18.4.

7 Appointment of Service Providers

7.1 Subject to having given Smartest twenty-five Business Days prior notice of its intention, the Customer may directly contract with Service Providers in relation to the Supply Points subject always to Smartest providing its prior consent.

7.2 Smartest shall be entitled to appoint Service Providers of its choice, unless and until the Customer exercises its rights under clause 7.1 and Smartest provides its consent pursuant to clause 7.1.

7.3 If the Customer contracts with Service Providers in accordance with clause 7.1, the Customer will:

- (a) where such Service Provider is the Meter Operator, ensure that Metering is always installed at the Site, and operated and maintained in accordance with the Industry Rules and all applicable laws;
- (b) ensure that such Service Providers act at all times in accordance with Good Industry Practice, in accordance with all Industry Rules and in accordance with all applicable laws; and

- (c) indemnify Smartest against all costs, claims, proceedings or demands Smartest incurs as a result of any fault or failure in the Meter or any act or omission of the Customer or any of the appointed Service Providers.

8 Contract Term

- 8.1 The Supply Contract shall commence on the Effective Date and, unless terminated in accordance with clause 18 or clause 22.1, shall expire on the date that Smartest ceases to be the Registrant for the last remaining Supply Point.

9 Sites and Supply

- 9.1 The Customer may not:
 - (a) add a Site or Supply Point to the Supply Contract without having first given Smartest at least twenty-five Business Days prior written notice and without first having obtained the prior written consent of Smartest (which consent shall not be unreasonably withheld or delayed);
 - (b) remove a Supply Point from the Supply Contract (whether as a result of transferring the supply to an electricity supplier other than Smartest, requiring the permanent Isolation of the Supply Point, selling or vacating the Site, or otherwise) without having first given Smartest at least twenty-five Business Days prior written notice and without:
 - (i) in the case of transferring the supply to an electricity supplier other than Smartest, first having obtained the prior written consent of Smartest (which consent shall not be unreasonably withheld or delayed); or
 - (ii) in the case of sale or vacation, including in such notice details of the new owner or occupier for the Site; or
 - (c) supply electricity supplied to the Customer by Smartest under the Supply Contract to a third party without Smartest's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (d) the Customer acknowledges and agrees that its rights in this clause 9.1, and any notice provided, or consent obtained pursuant to it, are without prejudice to clause 10.2 and any other rights or remedies that Smartest may have.
- 9.2 Where Smartest consents to the addition or removal of a Site or Supply Point pursuant to clause 9.1(a) or 9.1(b), Smartest and the Customer shall each execute such document as Smartest may reasonably stipulate in order to document such addition or removal (including, in the case of an addition, the Intended Commencement Date for that Site or Supply Point). Where Smartest consents to the addition of a Site or Supply Point pursuant to clause 9.1(a), such Site or Supply Point shall be subject to clauses 1 and 6.
- 9.3 Where the Customer fails to give twenty-five Business Days prior written notice in accordance with clause 9.1(b) (and/or fails to comply with the requirements of clause 9.1(b)(i) or (ii)), the Customer shall continue to be liable for the Charges in respect of the electricity supplied to the Supply Points in question until such notice has been given (in compliance with clause 9.1(b)(i) or (ii) as applicable).
- 9.4 The Supply shall be deemed to be delivered at each Supply Point and rights and risks in the Supply shall pass to the Customer on delivery, and (without limiting the generality of the foregoing) any losses suffered at or beyond any Supply Point shall be at the risk of and for the account of the Customer.

- 9.5 The Supply to the Site is delivered through infrastructure operated by third parties (such as the Distributor) and the Customer acknowledges that Smartest has no control and no obligation in relation to that infrastructure and Smartest does not guarantee that the third parties will deliver electricity to the Supply Points at all times nor that the electricity delivered will be free of brief variations in voltage or frequency. If the Customer needs a continuous supply of electricity the Customer should consider providing the Customer's own emergency back-up supply.

10 Charges

- 10.1 The Customer shall pay the Charges for each Billing Period in relation to the electricity supplied during that Billing Period; save that, in respect of any period for which Smartest remains the Registrant in respect of any Supply Point either after the End Date or following the termination of the Supply Contract for that Supply Point, the Charges shall be replaced by the Out of Contract Rate.
- 10.2 Smartest shall be entitled to recover additional costs or losses (not expressly included within the Charges) incurred or suffered by Smartest in relation (or incidental to) the Supply. In any event (and without prejudice to the foregoing), Smartest shall be entitled to recover any costs or losses incurred (including any Economic Loss) in respect of any of the following:
- (a) the Customer's actual consumption of electricity for any Site exceeding the Maximum Supply Capacity for such Site;
 - (b) after the giving of a notice to terminate the Supply Contract or the Supply to the Site or any Supply Point, the period commencing on the date on which the notice takes effect and ending at the end of the Registrant Period for the relevant Site or Supply Point(s);
 - (c) should Smartest (acting reasonably) consider that the Information provided to it, or obtained by it, is misleading or no longer true or accurate;
 - (d) the imposition, or variation in the rate, of any tax, levy, duty, tariff or impost, or of any cost including those related to statutory or licence obligations to which Smartest is subject (including any variation to the Environmental Schemes or any mutualisation or supplier/offtaker of last resort schemes associated with the foregoing);
 - (e) any amounts payable by Smartest, or costs arising, as a result of any change in law (including changes in the interpretation of laws), or of any change in Industry Rules or of any directions or requirements of the Secretary of State, or of any fundamental change in the structure of (or manner of calculating) third party charges (including those of the Distributor), or of any charge introduced by the Authority or pursuant to the Industry Rules;
 - (f) any amounts payable by Smartest to any Service Provider in relation to or incidental to the Supply (whether selected by Smartest or by the Customer) or to the Distributor;
 - (g) the Customer not paying any invoices by cleared funds within the payment period set out in the relevant invoice;
 - (h) where the Customer has agreed to pay by direct debit, the Customer failing to pay by direct debit;
 - (i) in addition to Smartest's rights as set out in clause 6 (and provided that Smartest has complied with its obligations in clause 6), the costs and losses incurred or suffered by Smartest in respect of any period between the Intended Commencement Date and Smartest becoming the Registrant for the Supply Point in question (the Registration Delay Period), including the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply during the Registration Delay Period and/or the loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply during the Registration Delay Period;

- (j) as a result of:
 - (i) the actual Supply in any period of 12 months deviating by more than 20% (twenty percent) from the Forecast Consumption Data; and/or
 - (ii) any Warranty proving to have been false, inaccurate or misleading at the time it was made or repeated;
 - (k) the Supply Contract (whether in respect of some or all of the Supply Points) being terminated in accordance with clause 18 or 22 prior to the End Date, including (regardless of the reason for termination) the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply prior to the End Date and/or (save where the Supply Contract is terminated by the Customer under clause 18) the loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply prior to the End Date;
 - (l) a Supply Point being removed from the Supply Contract prior to the End Date (for any reason whatsoever, and notwithstanding any notice or consent given under clause 9.1), including the cost of cancelling any related energy trade for electricity that Smartest was unable to Supply prior to the End Date and/or the loss of income in respect of the Charges that would otherwise have become due for the electricity that Smartest was unable to Supply prior to the End Date;
 - (m) the Meter at the Site being damaged or interfered with or having to be changed or modified because it cannot provide the information necessary to record the consumption of electricity in accordance with the Industry Rules (including if a half-hourly meter is required (when previously a non-half-hourly meter was sufficient) in accordance with the Industry Rules);
 - (n) any act or omission of any third party (including any Service Provider or Intermediary) acting on behalf of, or otherwise engaged by, the Customer in relation to the Supply Contract; and
 - (o) associated with pre-payment of any amounts to an Intermediary, in accordance with clause 10.4, as a result of termination or amendment of this Supply Contract.
- 10.3 The Customer shall indemnify Smartest in respect of the Charges and any of the additional costs or losses specified or otherwise referred to in clause 10.2. Should Smartest seek to recover any additional costs or losses in accordance with clause 10.2, Smartest shall (where requested, and to the extent practical) provide the Customer with reasonable evidence of Smartest's workings.
- 10.4 Without prejudice to clause 10.2(n) and 10.2(o), Smartest reserves the right to include within the Charges any amounts payable by Smartest to any Intermediary. The Customer acknowledges that Smartest may, on request of an Intermediary, pay such amounts in advance of the period of supply to which they relate. The Customer further acknowledges that it shall remain solely liable for any and all such amounts. The Customer confirms that it has agreed the payment of any and all such amounts, and that the payment of such amounts does not in any way breach the requirements of clause 31.

11 Credit Support

- 11.1 Smartest may from time to time make an appraisal of the Customer's Credit Rating and may, from time to time, update that appraisal and monitor and record information relating to the Customer's trade credit performance. As part of any such appraisal Smartest may make a search with a credit reference agency. The credit reference agency may keep a record of that search and may share information with other businesses. Such records may also be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

- 11.2 If, during the Relevant Period:
- (a) Smartest receives notice that it will cease; or Smartest actually ceases to have the benefit of any credit insurance cover held in respect of the Customer; or
 - (b) there is in Smartest's reasonable opinion any material change in the terms of any credit insurance policy held in respect of the Customer; or
 - (c) there is any change to the amount of any credit insurance held in respect of the Customer,
- then Smartest may require the Customer to provide Credit Support in a form, of an amount and by the date specified by Smartest from time to time.
- 11.3 The Customer shall ensure that such Credit Support (or any substitute thereof) is in place and effective for the duration of the Relevant Period and a further period of six months immediately following the end of the Relevant Period, and shall (where necessary) ensure that replacement Credit Support is in place not less than thirty Business Days prior to the termination or expiry of any then current Credit Support (such replacement Credit Support to have effect on or before such termination or expiry). Smartest shall not be obliged to account to the Customer for any interest earned on any Credit Support held by Smartest, other than as may be agreed in respect of cash.

12 Terms of Payment

- 12.1 Subject to any adjustment pursuant to clause 15, Smartest shall issue an Invoice to the Customer in respect of each Billing Period. Invoices shall be issued by email or such alternative method as Smartest may elect.
- 12.2 Each Invoice shall be calculated by reference to Actual Data and Estimated Data. Smartest shall use its reasonable endeavours to ensure that each Invoice is calculated by reference to Actual Data for as much of the relevant Billing Period as is reasonably possible. If Actual Data has not been provided in respect of the whole of the Billing Period, Smartest shall use Estimated Data in respect of the periods not supported by Actual Data. In calculating the Estimated Data Smartest shall, without limitation, take account of any Consumption Data provided to Smartest to the extent that Smartest, in its reasonable opinion, believes it to be accurate. Smartest shall also use Estimated Data where it considers (acting reasonably) that the Actual Data is inaccurate or incomplete. Any information or calculation in any Invoice that is not prepared wholly by reference to Actual Data shall be updated and amended in subsequent Invoices after the relevant Actual Data becomes available (including on reconciliation of any Actual Data pursuant to the Industry Rules). If any element of the Charges is either wrongly omitted from, included or calculated in an Invoice then in accordance with Industry Rules Smartest will issue a credit note or a debit note (as appropriate) as soon as practicable followed by a revised Invoice. For the avoidance of doubt, where the Actual Data is either incorrect or incomplete, Smartest shall not be obliged to pay to the Customer any amount it cannot recover relating to any period prior to the relevant Final Reconciliation Settlement Run (as defined in the BSC).
- 12.3 The Customer shall pay each Invoice (without set off, deduction or counter claim) in full within the payment period set out in the Proposal Document (calculated from receipt of the Invoice unless otherwise specified). All payments to be made by the Customer shall be in sterling and paid to Smartest by the payment method set out in the Proposal Document. In the event that the Parties agree to amend the payment method, Smartest reserves the right to amend the Charges to reflect any increased costs to it in accepting the agreed alternative payment method.
- 12.4 All amounts stated to be payable under the Supply Contract are exclusive of any VAT, Climate Change Levy or any other tax chargeable on them. Subject to clause 12.5, the Customer shall pay to Smartest any VAT, Climate Change Levy or any other tax properly chargeable to it in respect of any supply made to it under the Supply Contract provided that it shall first have received from Smartest an Invoice for that supply.

- 12.5 Where relevant, the Customer shall send completed Supplier Certificates to Smartest's registered office (or such other address as Smartest notifies the Customer from time to time), to be received at least five Business Days prior to their stated start date. The Customer shall notify Smartest of any changes to their entitlement to relief from Climate Change Levy and/or VAT and provide a further Supplier Certificate or such other documentation required by Smartest updating the original Supplier Certificate to reflect such entitlement. Where an updated Supplier Certificate is provided by the Customer in accordance with this clause 12.5, the Customer accepts that relief from Climate Change Levy or VAT will not be backdated by Smartest and Smartest accepts no liability for late receipt of a Supplier Certificates.
- 12.6 If any item or part of any item on any Invoice is disputed by the Customer at all times acting in good faith (a "**Disputed Amount**"), the Customer shall pay the undisputed items and/or parts of items in accordance with clause 12.3, and clause 12.7 shall apply in respect of the Disputed Amount.
- 12.7 If the Customer raises a dispute in accordance with clause 12.6, it shall give Smartest notice of the Disputed Amount and its reasons for raising the dispute. The Parties shall act in good faith to try to resolve the dispute within five Business Days of the date of receipt of such notice. If the Parties fail to agree a figure for the Disputed Amount, then the Customer shall send Smartest a Dispute Notice and the matter shall be determined in accordance with the process set out in clause 23.
- 12.8 Any Disputed Amount shall be paid by the Customer in accordance with clause 12.3 within five Business Days of the dispute being resolved pursuant to clause 12.7 or the determination of the dispute pursuant to clause 23 or otherwise, and interest shall accrue on the amount resolved to be payable in accordance with clause 12.9.
- 12.9 If the Customer fails to pay to Smartest any amount due under the Supply Contract, Smartest shall be entitled to charge:
- (a) interest on such outstanding amount at the rate equal to SONIA plus 4.5%; and
 - (b) an administrative charge of 2% of the overdue balance or £50 per MPAN; whichever is greater.
- Such interest shall accrue on a daily basis from the due date to the date payment is made and shall be compounded monthly.
- 12.10 If the reference interest rate specified in clause 12.9 ceases temporarily or permanently to be published, then the Party owed the money may substitute a rate which it considers in good faith to be equivalent to that rate published by a London clearing bank.
- 12.11 Smartest shall be entitled (by notice to the Customer) to set-off any amount due from Smartest to the Customer under the Supply Contract or any other agreement between Smartest and the Customer against any sum owing by the Customer to Smartest under the Supply Contract or any other such agreement.
- 12.12 The Pass Through Charges shall be reconciled where provided for under (and in accordance with) clause 37.2. Smartest may additionally reconcile the Energy Rate charges and (notwithstanding any contrary statement in clause 37.2) the Pass Through Charges where there have been material changes to data as a result of Elexon Settlement Runs.
- 12.13 Subject to clause 12.14, Smartest may by notice to the Customer amend the Pass Through Charges (and more particularly the Renewables Obligations Charge) to reflect any changes as a result of the issue of an EII Exempt Certificate.
- 12.14 The Customer shall send completed EII Exempt Certificates to Smartest's registered office (or such other address as Smartest notifies to the Customer from time to time), to be received within five Business Days of receipt of the EII Exempt Certificates. The Customer accepts that any adjustment or relief from the Renewables Obligations Charges cannot be backdated and Smartest accepts no liability for late receipt of EII Exempt Certificates.

13 Metering Equipment

- 13.1 In the event that either Party disputes the accuracy of any Meter, the Customer shall promptly arrange for such Meter to be inspected and tested in accordance with the Industry Rules and any other relevant law. If the Meter is found to be operating within the relevant limits of accuracy, the cost of the inspection shall be borne by the Party who disputed its accuracy. If not, Smartest (or, where the Customer has appointed or nominated the Meter Operator pursuant to clause 7.1 or 14.5, the Customer) shall bear the costs of the inspection and repair.
- 13.2 The Customer shall grant (or procure the grant of) Access Rights to Smartest, the Distributor or any Agent for inspecting, maintaining, repairing, replacing and reading the Meter, or Isolating the Site, or for any other purpose connected with the Supply Contract (and such access shall be safe and reasonable).
- 13.3 If either Smartest or its Agent attempts to exercise the Access Rights but is prevented from doing so, the Customer shall be liable for (and shall on demand pay) all costs associated with the attempt to exercise the Access Rights and/or resulting from the inability to exercise the Access Rights.
- 13.4 The Customer shall give Smartest no less than twenty-five Business Days prior written notice of any changes to any Meter or of any Service Provider contracted by the Customer.
- 13.5 The Customer shall not damage or interfere with the Meter. Without prejudice to the foregoing, the Customer shall notify Smartest and the Distributor as soon as possible if there has been damage to or interference with any Meter and/or if the Customer is aware (or should reasonably be aware) that the Meter is not accurately recording the Supply. The Customer shall provide Smartest with all information that Smartest reasonably requires (either in its own capacity or on behalf of the Distributor) to assess the cause, nature and effect of any such damage or interference.
- 13.6 The Customer shall notify the Distributor as soon as possible if a loss of supply causes, or is likely to cause, an emergency or a situation in which people or property are likely to suffer damage.
- 13.7 The Parties agree that the Meter need not be certified in accordance with schedule 7 to the Act.
- 13.8 Smartest is entitled to read and configure the Meter and (in accordance with either clause 18.4 or 18.6) to Isolate the Site by means of remote communication if the Meter has the functionality that allows Smartest to do so.

14 Non-Half-Hourly Meter Requirements

- 14.1 This clause 14 shall only apply in respect of Supply Points for which the Appropriate Meter is a non-half-hourly meter.
- 14.2 Subject to clause 14.4, Smartest shall arrange for the installation of Advanced Meters or Smart Meters procured by Smartest in respect of the Supply Points. Smartest shall use its reasonable endeavours to arrange for such installation in accordance with the programme for installation agreed between the Parties from time to time.
- 14.3 Clause 7.1 shall not apply in respect of the Supply Points, and Smartest shall contract with the Meter Operator in respect of the Supply Points (except where clause 14.5 applies).
- 14.4 Where there is a Smart Meter, or an Advanced Meter procured by the Customer or a third party, installed in respect of a Supply Point, and where Smartest consents (such consent not to be unreasonably withheld or delayed), then the provisions of clause 14.5 shall apply. Without limitation, Smartest shall be entitled to withhold such consent if it cannot agree reasonable arrangements for communication with the meter.
- 14.5 Where this clause 14.5 applies in respect of a Supply Point in accordance with clause 14.3:

- (a) Smartest shall not install an Advanced Meter or Smart Meter procured by Smartest in respect of that Supply Point;
- (b) the Customer shall be responsible for ensuring that an Advanced Meter or a Smart Meter is always installed in respect of that Supply Point, and for contracting with the Meter Operator in respect of that Supply Point (and clause 7.3 shall apply); and
- (c) the Customer shall indemnify Smartest against all additional costs and expenses incurred by Smartest as compared to the costs and expenses that Smartest would have incurred had it procured an Advanced Meter and contracted with the Meter Operator in respect of that Supply Point (including any additional costs and expenses in relation to arrangements for communication with the meter).

14.6 Until an Advanced Meter or a Smart Meter is installed in respect of a Supply Point in accordance with clause 14.2 or 14.4, the Customer shall provide Smartest with such meter readings as Smartest may reasonably request (including at the start and at the end of the Registrant Period).

14.7 The Customer consents to Smart Meter data to be collected at monthly, daily and half-hourly granularity and shared with third parties for the purposes of billing and settlement.

15 Flexibility

15.1 The Customer shall promptly notify Smartest if they enter into any Flexibility arrangements with a third-party (whether a non-BSC party or not) and the Customer shall promptly provide Smartest with any associated data which may affect the Charges.

16 Force Majeure

16.1 Neither Party shall be liable to the other for any delay or failure to fulfil its obligations under the Supply Contract due to the occurrence of an event of Force Majeure; provided that:

- (a) the Parties shall not be relieved by reason of Force Majeure from any obligation to indemnify or make any payment under the Supply Contract, provided that the Customer will be under no obligation to make payments of any element of the Charges that directly relate to consumption of electricity in respect of any period of time during which no electricity is actually supplied as a result of Force Majeure;
- (b) the Party claiming to be affected by Force Majeure shall take all reasonable measures to mitigate and/or remedy the effects of the Force Majeure as soon as possible; and
- (c) where an event of Force Majeure prevents Smartest importing electricity to Great Britain for any period, the Parties agree that Smartest shall (acting reasonably and proportionally) be entitled to increase the Charges to reflect the discounts and/or benefits that are inherent in the Charges and which are predicated upon Smartest being able to import electricity from outside Great Britain and thereby incur less costs in respect of the Environmental Schemes than are provided for in the calculation of the Pass Through Charges applicable to the Environmental Schemes.

16.2 The Party claiming to be affected by Force Majeure shall promptly notify the other Party:

- (a) of the nature of the Force Majeure, the expected duration of the Force Majeure, and the measures it is taking to remedy and/or mitigate the effects of the Force Majeure; and
- (b) when the Force Majeure ceases to have effect.

16.3 If Smartest claims to be affected by an event of Force Majeure, and for the period during which Force Majeure prevents Smartest from providing the Supply to the Site, the Customer may, as a temporary relaxation of clause 5.4, obtain supplies of electricity to the Site from other sources.

17 Liability

- 17.1 Subject to clause 17.3, the maximum liability of either Party to the other Party (whether for breach of contract, in tort or otherwise) under or in connection with the Supply Contract shall not exceed, per incident or series of related incidents, the lower of:
- (a) an amount equal to six months of the Annual Estimate of Costs; or
 - (b) £1million.
- 17.2 Subject to clause 17.3 and save where otherwise expressly set out in the Supply Contract, neither Party will be liable to the other Party (whether for breach of contract, in tort or otherwise) under or in connection with the Supply Contract for:
- (a) Economic Loss;
 - (b) indirect or consequential loss or damage of any nature; or
 - (c) any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty, calculated by reference to profits, income, production or accruals or reduction of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.
- 17.3 Nothing in the Supply Contract shall exclude or limit the liability of either Party to the other Party:
- (a) for death or personal injury resulting from negligence or for fraudulent misrepresentation;
 - (b) as regards any obligation owed by either Party under the Industry Rules or any law (but only to the extent that any such obligation is owed by one Party to the other Party and the Industry Rules or law expressly prevents the relevant Party from limiting its liability for failure to perform such obligation);
 - (c) as regards any obligation to pay the Charges (including any interest payable pursuant to clause 12.9); or
 - (d) in relation to any indemnity given under the Supply Contract.
- 17.4 The Customer shall indemnify Smartest and keep Smartest indemnified from and against all costs, claims, demands or expenses incurred by Smartest as a consequence of the failure by the Customer to comply with the Supply Contract or the Industry Rules or as a result of any act, omission or default of the Customer relating to any agreement from time to time in place with any third party (including any agreement with a Service Provider).
- 17.5 Each Party hereby acknowledges and agrees that the provisions of this clause 17 are fair and reasonable having regard to the circumstances as at the Effective Date.
- 17.6 The Parties agree that the provisions relating to the determination of any payments set out in clauses 10.2(i), 10.2(j), 10.2(k) and 10.2(m) of the Agreement are reasonable in light of the anticipated harm and the difficulty of estimating or calculating actual damages. The Parties accordingly waive the right to contest those provisions as an unreasonable penalty or otherwise.

18 Suspension or Termination

- 18.1 If either Party (the "**Defaulting Party**") is in material breach of the Supply Contract and such material breach is not capable of being remedied then without prejudice to any other rights or remedies that either Party may have, the Party that is not in default (the "**Non-Defaulting Party**") may terminate the Supply Contract by giving the Defaulting Party notice to that effect and specifying the termination date, such termination date to be not less than two Business Days after the date of such notice.

- 18.2 If either Party (the "**Defaulting Party**") is in material breach of the Supply Contract and such material breach is capable of being remedied then without prejudice to any other rights or remedies that either Party may have, the Party that is not in default (the "**Non-Defaulting Party**") may give the Defaulting Party notice requiring that such breach be remedied (the "**Remedy Notice**").
- 18.3 The Customer may terminate the Supply Contract on written notice with immediate effect if:
- (a) Smartest, as the Defaulting Party, has failed to remedy, within ten Business Days of receipt of the Remedy Notice and to the Customer's reasonable satisfaction, the breach specified in the Remedy Notice;
 - (b) any sum payable by Smartest under the Supply Contract is not paid within ten Business Days of its due date for payment;
 - (c) Smartest is subject to an Insolvency Event; or
 - (d) an event of Force Majeure subsists for a continuous period of thirty days or more.
- 18.4 Smartest may arrange for the Site or for any or all of the Supply Points to be Isolated, and/or may terminate the Supply Contract (in respect of only the affected Supply Points or all of the Supply Points) on written notice with immediate effect, if:
- (a) the Customer, as the Defaulting Party, has failed to remedy, within ten Business Days of receipt of the Remedy Notice and to Smartest's reasonable satisfaction, the breach specified in the Remedy Notice;
 - (b) any sum payable by the Customer under the Supply Contract is not paid within ten Business Days of its due date for payment;
 - (c) any Warranty proves to have been false, inaccurate or misleading at the time it was made or repeated;
 - (d) the Customer is subject to an Insolvency Event;
 - (e) if any of the Conditions Precedent that were previously satisfied in respect of one or more Supply Points cease to be satisfied in respect of such Supply Point(s);
 - (f) the Customer wilfully damages, or unlawfully interferes with, any Meter;
 - (g) an event of Force Majeure subsists for a continuous period of thirty days or more;
 - (h) any Licence or consent relevant to the Supply expires, is terminated or is revoked and is not replaced;
 - (i) where so required in accordance with clause 11.2, the Customer fails to either:
 - (i) provide or maintain any Credit Support; and/or
 - (ii) enter into an agreement to vary the Supply Contract to incorporate terms and conditions regarding Credit Support on or before providing the Credit Support to Smartest;
 - (j) the Customer transfers a Site or Supply Point to an electricity supplier other than in accordance with clause 9;
 - (k) the Customer requires the permanent Isolation of the Supply Points;
 - (l) the Customer sells or otherwise vacates the Site without providing Smartest with details of the new owner or occupier for the Site in accordance with clause 9;
 - (m) Smartest is entitled to do so pursuant to clause 6.3;
 - (n) where applicable, an Advanced Meter or Smart Meter has not been installed in respect of the Supply Point in accordance with clause 14.2 or 14.4 (except where due to breach of the Supply Contract by Smartest);

- (o) the Customer undergoes a Change of Control such that the Customer is controlled by a person who:
 - (i) is a person with whom Smartest cannot lawfully contract or whose Control of the Customer makes the Customer a person with whom Smartest cannot lawfully contract; and/or
 - (ii) does not adequately meet the other Smartest's KYC Requirements; and/or
 - (iii) is itself the subject of any Insolvency Event;
 - (p) the Customer has undergone a Change of Control and in Smartest's reasonable opinion the Customer's financial standing or creditworthiness has deteriorated;
 - (q) if the Customer:
 - (i) is convicted of any criminal offence; or
 - (ii) is in breach of any government sanction; or
 - (iii) has any government sanction(s) imposed on it for any reason;
 - (r) if in Smartest's reasonable opinion, the Customer's Intermediary may have misrepresented the suitability of this Supply Contract to the Customer; or
 - (s) if the Customer commits any breach of clause 31, 33 and/or 34 irrespective of whether such breach is continuing or not.
- 18.5 The Supply Contract shall be automatically terminated in respect of any Site if a Last Resort Supply Direction (as defined in Smartest's Licence) is given to an electricity supplier other than Smartest in respect of such Site, the date of termination being the date on which the Last Resort Supply Direction was given.
- 18.6 Smartest or its Agent may arrange (and give notice except in the case of emergency) for the Site or for any or all of the Supply Points to be Isolated if Smartest considers that it is necessary in order to:
- (a) avoid danger or because a failure to Isolate would or might involve Smartest being in breach of any Industry Rules;
 - (b) avoid interference with supply to another person which Smartest reasonably believes may result from or be caused by the operation of the plant or apparatus at the Site; or
 - (c) enable maintenance work to be carried out.
- 18.7 For the purposes of clause 18.6, circumstances where, in the opinion of Smartest, Isolation is required to prevent damage or personal injury, shall be an emergency.
- 18.8 If Smartest Isolates any Supply Point pursuant to clause 18.4 or clause 18.6, the Customer shall be liable to reimburse Smartest the related costs, fees and expenses incurred by Smartest including, if applicable, reconnection of the Supply Point. Smartest will not reconnect the Supply Point until all monies (including interest charges) owed by the Customer to Smartest have been paid and/or the Customer has remedied any breach of the Supply Contract to Smartest's satisfaction.
- 18.9 Without prejudice to clause 18.10, after any termination of Supply to the Site or any Supply Point pursuant to this clause 18, Smartest shall not be obliged to provide the Supply to the Site or the relevant Supply Point (as the case may be) but all obligations and warranties of the Customer and rights of Smartest hereunder shall continue to apply until the expiry of the Registrant Period.

- 18.10 The expiry or termination of the Supply Contract or any termination of Supply to the Site or any Supply Point, each in accordance with the terms of the Supply Contract, shall not affect any rights or obligations of either Party which may have accrued prior to such date. In addition, the rights and obligations of each Party under clauses 10, 12, 17, 21, 23 and 32 shall survive such expiry or termination. In the case of clause 21 such rights and obligations shall survive for a period of three years following expiry or termination.

19 Renewable Supply

- 19.1 Where the Proposal Document provides for the Energy Content to be "100% Renewable Standard", "100% Renewable Natural" or "100% Renewable Specific", then the supply will be made using Renewable Source Electricity, which is either Renewable Standard, Renewable Natural or Renewable Specific Save as set out in this clause 19.1, Smartest shall not be obliged to supply Renewable Source Electricity save to the extent otherwise agreed in writing with the Customer.
- 19.2 Where the Proposal Document provides that the Energy Content is "100% Brown", the fuel mix of the supply shall be from one or more sources, which may include Renewable Source Electricity, chosen at Smartest's discretion. The fuel mix will be published at <https://smartestenergy.com/about-us/fuel-mix/>. The Customer may make no representation or claim based upon any Renewable Source Electricity content that is contained within the Energy Content of the 100% Brown.

20 Customer Transfer Process

- 20.1 Subject to clause 20.2, Smartest shall, at no cost to the Customer, comply with a Customer's request to enable an alternative supplier to Register a Site within two days of the Relevant Date unless:
- (a) the Customer requests that the transfer be completed at a later date; or
 - (b) the Customer notifies Smartest that the Customer does not wish the transfer to take place.
- 20.2 Smartest may enter an objection under the customer transfer process and prevent an alternative supplier from Registering a Site:
- (a) if the Customer is in breach of any of the Customer's obligations under the Supply Contract, or the Customer arranges to transfer to an alternative supplier before the scheduled End Date;
 - (b) if the Customer has not made a payment due under the Supply Contract;
 - (c) if an alternative supplier attempts to Register the Site in error;
 - (d) if an alternative supplier attempts to Register one or more MPANs relating to the Site, but does not (where relevant) attempt to Register the other related MPANs relating to the same Site;
 - (e) Smartest does not have all of the information it requires in order to complete the transfer to another electricity supplier, despite having taken all reasonable steps to obtain the missing information from the Customer, and cannot readily obtain that information from another source; or
 - (f) Smartest is prevented from completing the transfer to another electricity supplier due to any other circumstance which is outside the control of Smartest and which it has taken all reasonably practicable steps to resolve.

21 Confidentiality and Data

- 21.1 Subject to clause 21.2, each Party undertakes to treat as confidential and not to, at any time, divulge to any person (other than any of its respective officers or employees or the respective officers or employees of any company in the recipient Party's Group who require the same to enable them to properly carry out their duties) any of the contents of the Supply Contract or any information relating to the other Party or its business or its affairs which came into its possession or any of its employees, agents or contractors as a result of or in connection with the Supply Contract ("**Confidential Information**").
- 21.2 The restrictions imposed by clause 21.1 shall not apply to the disclosure of any Confidential Information:
- (a) which is now or subsequently comes into the public domain otherwise than as a result of a breach of clause 21.1;
 - (b) which is required by the laws or regulations of any country with jurisdiction over the affairs of any company within the recipient Party's Group; any order of a court of competent jurisdiction or by any competent judicial, governmental or regulatory body or any applicable regulatory organisation; or in accordance with the rules of any listing authority or recognised stock exchange on which the shares of any company in the recipient Party's Group are listed or traded;
 - (c) to any insurers, consultants, banks, financiers or advisers to the disclosing Party (or the disclosing Party's Group) provided always that the disclosing Party has first obtained enforceable undertakings binding the receiving persons to confidentiality in terms no less strict than the obligations imposed under the Supply Contract;
 - (d) to the Authority or to the Secretary of State and their respective agents to enable the Authority and/or the Secretary of State to monitor developments in the energy market;
 - (e) insofar as it relates to the name and address of either Party or the location of any Site or Supply Point;
 - (f) that is authorised for release by the written consent of the Party to whom the information relates;
 - (g) disclosed to or by credit reference agencies in the manner described in clause 11.1; or
 - (h) which is necessary or desirable under any Industry Rule,
- provided that in respect of paragraphs (b), (d) and (h) above, the disclosing Party shall use all reasonable endeavours to first inform the other Party in writing before any such disclosure is made.
- 21.3 Where relevant, each Party shall be permitted to publicise the fact that the Supply Contract is for Renewable Source Electricity so long as the other Party is kept fully informed of any such disclosure.
- 21.4 Neither Party shall make (and shall procure that no person connected with it nor any of its directors, officers or employees shall make) any public announcement concerning the subject matter of the Supply Contract without the prior approval of the other Party, such approval not to be unreasonably withheld or delayed.
- 21.5 The Parties agree and acknowledge that:
- (a) during the term of the Supply Contract Personal Data (as defined in the Data Protection Laws) may be disclosed by a Party (the "Data Disclosing Party") to the other Party (the "Data Receiving Party") in connection with the Data Receiving Party exercising its rights and/or performing its obligations under the Supply Contract (in particular in order to ensure a communication). The Data Receiving Party undertakes that it will process such Personal Data in accordance with the Data Protection Laws.

- (b) the Personal Data disclosed under the Supply Contract may include but is not limited to a particular name and surname, name of an employer, employment position, work contact details, meter point details, meter point data and consumption and/or billing data.
 - (c) the Data Receiving Party shall apply adequate technical and organisational measures to ensure protection of the Personal Data, appropriate to the risks to the rights and freedoms of natural persons and the nature of the Personal Data and preventing unnecessary collection of the Personal Data according to the Data Protection Laws.
 - (d) the Data Disclosing Party will notify the data subjects whose Personal Data has been transmitted to the Data Receiving Party of processing of their Personal Data by the Data Receiving Party and of the Data Receiving Party's rights determined in clause 21.5(a).
- 21.6 Smartest is the Data Controller (as defined in the Data Protection Laws) of Personal Data collected from the Customer.
- 21.7 The Customer agrees and acknowledges that Smartest may:
- (a) give details of the Customer's account to fraud prevention agencies (including but not limited to Stay Energy Safe /ETOS /RECCo and AUGÉ (Allocation of Unidentified Gas Expert)), who carry out checks to help prevent, identify and/or detect fraud and/or energy theft; and
 - (b) in the event that Smartest suspects or confirms that the Customer may have been victim of or committed fraud and/or energy theft, provide fraud prevention agencies with a record, which may:
 - (i) include sensitive information about alleged criminal offences; and
 - (ii) be shared with other energy companies.

22 Change in Law

- 22.1 Subject to clauses 22.2 and 22.3 and without prejudice to clauses 10.2(d) and 10.2(e), if there is a change in law (including changes in the interpretation of laws) or change to the Industry Rules, which makes it unlawful for a Party to perform its obligations under the Supply Contract (or unlawful to do so without an authorisation which that Party does not hold), the Party so affected may notify the other Party that it wishes to review the Supply Contract and the Parties shall meet and seek to agree any consequential amendments. If the Parties are unable to agree on such consequential amendments within thirty days of the date of notice served under this clause, the Party that requested to review may terminate the Supply Contract by giving thirty days' notice in writing to the other Party.
- 22.2 Without prejudice to clause 22.1 above, if any change is made to the Industry Rules, which in Smartest's reasonable opinion requires non-material changes to be made to the Supply Contract, then Smartest shall give the Customer written notice of the changes Smartest proposes to make. Any changes proposed in this matter shall be deemed to be accepted by the Customer twenty-one days after the date of the notice unless the Customer notifies Smartest that it wishes to dispute any proposed change (in which case clause 23 shall apply). Such change cannot give rise to a right to terminate under clause 22.1.
- 22.3 Smartest may issue a revised Supply Contract to the Customer to the extent reasonably required to take account of changes to the Industry Rules that affect Smartest's relationship with Distributors (whether such change is material or non-material) and the Customer will be deemed to accept such revision on receipt of the same. Such revision cannot give rise to a right to terminate under clause 22.1.

- 22.4 Without prejudice to clause 10.2(d) and 10.2(e), where there is a change in law (including a change in the interpretation of law) or a change to the Industry Rules which removes or substantially changes any of the following:
- (a) one or more of the Environmental Schemes;
 - (b) Smartest's ability to purchase and/or redeem any Renewable Obligation Certificates associated with the Renewable Obligation incurred upon the Supply;
 - (c) Smartest's ability to purchase and/or redeem any renewable electricity guarantees of origin associated with the supply of Renewable Source Electricity under the Supply Contract;

then Smartest may remove the discounts and/or benefits inherent in the Charges which are predicated upon those schemes (as they exist at the Effective Date). For this purpose, it is agreed that the Charges (including any administration fee or margin) are predicated on Smartest being able to incur less costs in respect of the Environmental Schemes than are provided for in the calculation of the Pass Through Charges applicable to the Environmental Schemes. Where this clause 22.4 applies, Smartest may issue revised Charges to the Customer to reflect the removal of the discounts and/or benefits, and the Customer will be deemed to accept the same. Such revision cannot give rise to a right to terminate under clause 22.1.

- 22.5 The changes in law and/or Industry Rules referred to in this clause 22 are changes that have effect after the Effective Date. For the avoidance of doubt, changes to Industry Rules do not have effect until confirmed by the Authority or (as the case may be) any alternative entity which has final decision-making power in respect of that change.

23 Dispute Resolution

- 23.1 Subject to clauses 12, 13 and 22.2, if any dispute arising out of or in connection with this Agreement remains unresolved between the Parties, either Party may refer the dispute for consideration by a senior manager or a director of each Party such referral to be a written notice to the other Party containing a statement setting out the facts relevant to the dispute (a "**Dispute Notice**").
- 23.2 If a Dispute Notice is served the Parties shall meet to resolve the dispute in good faith within fifteen days of the date of the Dispute Notice.
- 23.3 Except for either Party's right to seek interlocutory relief in the courts, no Party may commence other legal proceedings until at least fifteen days after the Party has served a Dispute Notice.
- 23.4 In the event the Customer has a Complaint, then the Parties shall follow Smartest's Complaint and Dispute procedure found at https://www.smartestenergy.com/en_gb/customer-service/complaints-and-disputes-resolution/.

24 Waiver

- 24.1 The rights and remedies of either Party in respect of the Agreement shall not be diminished, waived or extinguished by any indulgence, forbearance or extension of time granted by such Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies.
- 24.2 In the event that the Customer fails to make payment in accordance with the provisions of clause 12.3 on one or more occasion and Smartest does not invoke the provisions of:
- (a) clause 12.9 and charge late payment fees and/or interest; and/or
 - (b) clause 18.4(b) and terminate the Supply Contract

then, irrespective of whether or not Smartest acknowledges or notifies such breach to the Customer, such failure by Smartest to exercise its rights will not in any way affirm the customer's breach(s) nor waive any of Smartest's rights under either clause 12.9 or 18.4(b).

25 Severability

25.1 If any provision or any part of any provision of the Supply Contract shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such invalidity, enforceability or illegality shall not prejudice or affect the remaining provisions of the Supply Contract which shall continue in full force and effect.

26 Notices

26.1 Notices given under the Supply Contract shall be in writing and shall be given or sent by hand, email (if such an email address for notices is set out in the Proposal Document and as the same may be revised from time to time by the relevant Party), courier or recorded postal delivery to the registered office (or, in the case of notices to the Customer, at Smartest's discretion, the Site). Such notice shall be effective as follows:

- (a) by hand at the time of delivery;
- (b) by email upon delivery to the recipient's server;
- (c) by courier at the time of delivery; or
- (d) by recorded postal delivery at the expiration of two Business Days after despatch.

26.2 Any notice received (or deemed to be received) on a day that is not a Business Day, or after 17.30 hours on a Business Day, shall be deemed to have been received at 09.00 hours on the next following Business Day.

27 Entire Agreement

27.1 These Terms and Conditions and the duly executed Proposal Document constitute the entire agreement between the Parties in relation to its subject matter. Smartest and the Customer each hereby acknowledge and confirm that the Supply Contract has not been entered into in reliance on any other representation, warranty or other undertaking of any person (whether or not a Party) other than as expressly set out in the Supply Contract. Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Supply Contract which it might otherwise have had in relation to them. Nothing in this clause (or elsewhere in the Supply Contract) will apply so as to exclude the liability of either Party for any fraudulent misrepresentation.

28 Assignment

28.1 Subject to clauses 28.2 and 28.3, neither Party may assign or otherwise transfer any of its rights and/or obligations under the Supply Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

28.2 Smartest may assign or otherwise transfer any of its rights under the Supply Contract for the purposes of debt factoring or the assignment of receivables without the prior written consent of the Customer.

28.3 Either Party may subcontract its obligations under the Supply Contract. Where a Party subcontracts any of its obligations under the Supply Contract, that Party shall remain responsible for the performance of such obligations (and the acts or omissions of the subcontractor in relation to such performance shall be treated as that Party's acts or omissions).

29 Third Parties

29.1 No person who is not a party to the Supply Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

30 Call Recording

30.1 Each Party shall be entitled to record telephone conversations held in connection with the Supply Contract and to use the same as evidence and warrants that it has established the necessary lawful basis for such recording, as specified in the Party's Privacy Notice (Smartest's Privacy Notice is set out at <https://smartestenergy.com/privacy/>).

31 Anti-Corruption and Anti-Bribery

31.1 Each Party shall:

- (a) comply with all applicable laws, statutes, regulations, and codes from time to time in force, relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 ("Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of the Supply Contract its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements and this clause 31, and will enforce them where appropriate.

31.2 Each Party shall:

- (a) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Supply Contract;
- (b) immediately notify the other party (in writing) if a public official or Politically Exposed Person becomes one of its officers or employees or acquires a direct or indirect interest in it and each Party warrants that it has no public officials or Politically Exposed Persons as direct or indirect owners, officers or employees at the date of the Supply Contract);
- (c) if so requested, annually certify to the other Party in writing signed by one of its officers its due compliance with this clause 31 and the due compliance of all persons associated with it under this clause 31.

31.3 Each Party represents and warrants to the other that, save as otherwise disclosed in writing prior to the execution of the Supply Contract, within the ten years preceding the date of the Supply Contract neither it nor any of its directors, officers, employees, representatives or agents have:

- (a) breached any anti-corruption law or been subject to criminal investigation in relation to corruption; or

- (b) been suspended from participating in any government organised or controlled bid process due to corruption.

31.4 For the purpose of this clause 31, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 31 a "person associated" includes but is not limited to any agent, delegate or subcontractor of a Party.

32 Governing Law and Jurisdiction

32.1 The Supply Contract and any non-contractual obligations arising out of or in connection with the Supply Contract shall be construed in accordance with and governed by the laws of England. Any dispute arising out of or in connection with the Supply Contract shall be subject to the exclusive jurisdiction of the English courts to whose jurisdiction the Parties irrevocably

33 Modern Slavery

33.1 Each Party represents and warrants to the other that, save as otherwise disclosed in writing prior to the execution of the Supply Contract:

- (a) it shall comply with the Modern Slavery Act 2015;
- (b) neither it nor any of its directors, officers, employees, shareholders, representatives or agents:
 - (i) has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
 - (ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

33.2 Each Party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, representatives or agents have, breached or potentially breached any of the obligations under this clause 33. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the obligations.

33.3 If so requested by the other Party, each Party shall respond to periodic requests to confirm compliance with the Modern Slavery Act 2015 and will provide any further information requested by the other Party in relation to its compliance.

34 Tax Evasion Prevention

34.1 For the purposes of this clause 34, "CFA 2017" means the Criminal Finances Act 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion. The expressions 'Prevention Procedures', and 'Associated' will be construed in accordance with the CFA 2017.

34.2 'Party Associated Persons' means all or any of:

- (a) persons Associated with a Party ("Party's Associates"); and
- (b) persons Associated with any of the Party's Associates in each case,

involved in the performing obligations in connection with the Supply Contract.

- 34.3 Neither Party will and will procure that no Party Associated Persons will by any act or omission commit, or cause, facilitate or contribute to the commission of an offence under the CFA 2017, in connection with the Supply Contract.
- 34.4 Each Party will and will procure that all the Party Associated Persons have in place such prevention procedures to prevent any breach of this clause 34 and each Party will provide the other Party on request with copies of these policies (and prompt notice of any material changes to the same from time to time).
- 34.5 Each Party warrants and represents that it has not, and that no Party Associated Person has:
- (a) been investigated in connection with, or charged with having committed or facilitated the commission of any offence under the CFA 2017;
 - (b) received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of the CFA 2017.
- 34.6 Each Party will immediately notify the other Party as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 34.

35 Feed-in Tariff Licence

- 35.1 Smartest is neither a voluntary nor mandatory Feed-in Tariff Licensee.

36 Service Development and Supply Contract Variation

- 36.1 Smartest shall keep the Customer informed of any new products, services and/or methods it develops, that Smartest, in its reasonable opinion believes may be of interest to the Customer. Smartest will use reasonable endeavours to offer these new products, services and/or methods to the Customer, however, the Customer acknowledges that any such offer is subject to further negotiation and either variation of this Supply Contract or entry into separate terms and conditions.
- 36.2 Smartest may from time to time provide a platform to provide existing or additional services that may be used by the Customer as part of this Supply Contract. Such platform may include the engagement of third-party software providers. The Customer's use of such platform may be subject to separate terms of use (including with third-party software providers). Subject to any separate terms and conditions, Smartest may withdraw, cancel or amend any such platform provided at any time on reasonable notice to the Customer.
- 36.3 Without prejudice to the provisions of clause 22 and clause 36.4 no purported alteration or variation of the Agreement shall be effective unless it is in writing, refers specifically to the Supply Contract and is executed by both of the Parties.
- 36.4 If there is any change to the Smartest's operational processes (or relevant third party operational processes including energy market operations), which in Smartest's reasonable opinion requires non-material changes to be made to the Supply Contract, then Smartest shall give the Customer written notice of the changes Smartest proposes to make. Any changes proposed in this manner shall be deemed to be accepted by the Customer twenty-one days after the date of the notice unless the Customer notifies Smartest that it wishes to dispute any proposed change (in which case clause 23 shall apply).

37 Definitions

37.1 In the Supply Contract:

Access Rights means the right for Smartest and its Agents to enter the Site (subject to the Customer's reasonable requirements as to health and safety except in case of emergency) in order to perform or exercise rights under the Supply Contract.

ACER means the European Union Agency for the Cooperation of Energy Regulators.

Act means the Electricity Act 1989 and any legislation made under the Act.

Actual Data means data recognised in accordance with Industry Agreements as the actual amount of the Supply.

Additional Charges means those additional charges as specified in the duly executed Proposal Document (which shall be charged at a pass-through of cost, or charged on an estimate and reconciled against cost, unless otherwise described in clause 37.2).

Advanced Meter means a meter that records electricity consumption data over multiple time periods (including half-hours) and that can be configured and read by Smartest remotely (but excluding Smart Meters).

Agent means any agent, representative, Service Provider or contractor appointed by Smartest in order for Smartest to perform obligations or exercise rights under, or in relation to, the Supply Contract.

Annual Estimate of Costs means the estimate of annual Charges prepared by Smartest prior to the Effective Date, as updated by Smartest from time to time to reflect changes or inaccuracies in the Information or any Forecast Consumption Data.

Appropriate Meter means a non-half-hourly meter or a half-hourly meter as required in accordance with Industry Rules.

Authority means the Office of Gas and Electricity Markets Authority as defined in section 1(1) of the Utilities Act 2000.

Bank Guarantee means a letter of guarantee addressed to Smartest in a form acceptable to Smartest and issued by a major commercial bank whose identity and financial standing is acceptable to Smartest in its sole discretion.

Billing Period means a period of one Month provided that during the life of the Supply Contract the first Billing Period shall be the period from the Commencement Date to the last day of the Month in which the Commencement Date falls and the final Billing Period shall be the period from the first day of the Month in which termination or expiry is effective to the date on which termination or expiry is effective (for whatever reason).

BSC means the Balancing and Settlement Code or any other relevant agreement or code in replacement thereof or addition thereto governing the balancing and settlement of electricity in Great Britain.

Business Days means the days on which banks are open for business in England (excluding Saturdays, Sundays and Bank holidays).

Capacity Market or CM means the scheme of the same name introduced pursuant to Chapter 3 of the Energy Act 2013 and all subordinate legislation and rules thereunder.

CCL Exempt Certificates means Climate Change Levy Supplier Certificate (PP11 or such other document as required by HMRC) representing the percentage of Supply eligible for relief from Climate Change Levy and which states Smartest is the supplier.

CFD Counterparty means as defined in the Energy Act 2013.

Change of Control means a change in the "Control" of the Customer within the meaning of section 1124 of the Corporation Tax Act 2010, or the sale or other disposal of any legal beneficial or equitable interest in

all (or a substantial part of) the business or assets of the Customer other than to any member of the Customer's Group.

Charges means the Energy Rate, the Additional Charges, the Pass Through Charges, the Uplift for Renewable Power, any and all amounts payable under clause 10.2 and any and all interest payable by the Customer to Smartest.

Climate Change Levy means the levy of that name imposed under the Finance Act 2000.

CM Charge Hours means the hours, as updated and amended from time to time, during which the supplier obligation (under the Electricity Capacity (Supplier Payment etc) Regulations 2014) is determined to apply.

Commencement Date means the earliest date from which Smartest provides electricity to a Supply Point under the Supply Contract.

Companies Act means the Companies Act 2006.

Complaint has the meaning set out in the Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008.

Conditions Precedent means those conditions set out in clause 1.1.

Confidential Information has the meaning given to that phrase in clause 21.

Connection Agreement means the agreement made pursuant to clause 3, or any other connection agreement between the Customer and the Distributor.

Consumption Data means data received by Smartest from the Customer based on historic Actual Data or data other than Actual Data.

Contract for Difference or CfD means the scheme of that name introduced pursuant to Chapter 2 of the Energy Act 2013 and all subordinate legislation and rules thereunder.

Credit Rating means Smartest's and/or Smartest's Agent's assessment of the Customer's creditworthiness, calculated by reference to the latest available financial and corporate information relating to the Customer and/or its Group and any other information it or they think relevant.

Credit Support means:

- (a) transferring cash to such account as Smartest may specify from time to time;
- (b) the delivery of a Letter of Credit to Smartest;
- (c) the delivery of a Bank Guarantee to Smartest;
- (d) transferring other forms of security or collateral to Smartest in a form acceptable to Smartest;
- (e) issuing a guarantee to Smartest in a form and from a company satisfactory to Smartest; or
- (f) any combination of the above in a combination satisfactory to Smartest.

Customer means the person, firm or company placing an order with Smartest for electricity pursuant to the Supply Contract as identified in the duly executed Proposal Document.

Data Aggregator means the party appointed to aggregate data under the BSC and who is qualified under the BSC.

Data Collector means the party appointed to collect data under the BSC and who is qualified under the BSC.

Data Protection Laws means the Data Protection Act 2018; the UK General Data Protection Regulation (UK GDPR) and any other equivalent Law regarding the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Dispute Notice means a written notice from one Party to the other Party formally notifying that Party of a dispute, such notice containing a statement setting out the facts relevant to the dispute.

Distributor means the owner or operator of the transmission or distribution system of a Licence holder to which the Site is connected (directly or indirectly).

Economic Loss means loss of profits, loss of bargain, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable.

Effective Date means the date on which the Proposal Document has been accepted by Smartest in accordance with clauses 2.1 and 2.2 and the Protocol.

EI Exempt Certificates means the certificate from the government department of Business, Enterprise and Industrial Strategy (BEIS) representing the percentage of Supply eligible for relief from Renewables Obligation Charges and stating Smartest as the supplier.

Exelon Settlement Runs means Settlement Final Run (SF), Final Reconciliation Settlement Run (RF) and Post-Final Settlement Run (DF) as each such expression is defined in the BSC.

End Date means the date specified as such in Part 1 of the duly executed Proposal Document.

Energy Rate means the price to be charged per unit for the supply of electricity as specified in Part 3 of the duly executed Proposal Document.

Environmental Schemes means the Renewables Obligation, Climate Change Levy, the Feed in Tariff and the Contract for Difference.

Estimated Data means Smartest's own estimate of the electricity consumed at the Site, based (where provided) on readings provided by the Customer (to the extent such readings are within Smartest's reasonable bounds of estimation, and where they are not Smartest will inform the Customer that this is the case).

Feed-in Tariff means the small-scale low carbon feed in-tariff under the Energy Act 2008.

Flexibility means modifying generation and/or consumption patterns in reaction to an external signal (such as a change in price) to provide a service within the relevant energy system.

Force Majeure means, in respect of a Party, any circumstance or event beyond the reasonable control of that Party (but not including strikes, lockouts and labour disputes in relation to that Party).

Forecast Consumption Data means data projecting the future consumption of electricity at the Site.

Generating Unit has the meaning given to that phrase in clause 4.7.

Generating Unit Capacity means the maximum capacity of a Generating Unit to generate electricity from time to time.

Good Industry Practice means, in respect of any task and circumstance, exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced individual engaged in the same type of task under the same or similar circumstances.

Group means, in respect of a company, any company which is from time to time a Subsidiary or a Holding Company of the company and any other Subsidiary of any such Holding Company.

GSP means Supply adjusted for Distribution Losses.

Holding Company has the meaning given to that expression in the Companies Act.

Industry Agreements means the Use of System Agreements, the BSC, the Grid Code (as defined in Smartest's Licence), the Distribution Codes (as defined in Smartest's Licence) and the Retail Energy Code (as defined in Smartest's Licence).

Industry Rules means the Act, the Licences, the Industry Agreements and any other legislation, agreement, licence or code to which Smartest or the Customer is or should be a party or is subject to which affects its ability to perform its obligations under the Supply Contract.

Information means information including historical consumption data but excluding any Forecast Consumption Data.

Insolvency Event includes the following events in respect of the relevant Party:

- (a) passing a resolution for the Party's wind-up (other than for the purpose of and followed by a solvent reconstruction or amalgamation) or summoning a meeting to pass any such resolution;
- (b) the Party having a petition for a winding-up order presented against it;
- (c) any step is taken to appoint an administrative receiver in relation to the Party;
- (d) a receiver, administrative receiver, manager or similar officer being appointed by any person in respect of all or any part of the Party's property, assets or undertaking;
- (e) the Party making a proposal for a voluntary arrangement as defined in section 1 of the Insolvency Act 1986;
- (f) the Party being unable to pay its debts for the purposes of section 123 of the Insolvency Act 1986 in sub section 123(1)(a) thereof or any distress, execution or other process being levied upon the whole or a substantial part of the Party's assets; or
- (g) any event analogous to any of the above in any jurisdiction

Intended Commencement Date means the date specified as being the "Commencement Date" in Part 1 of the duly executed Proposal Document (or, in the case of Sites added in accordance with clause 9, the date established in accordance with that clause).

Intermediary means any broker or other intermediary, introducer, consultant or agent acting on behalf of, or otherwise engaged by the Customer in relation to the Supply Contract.

Invoice means an HM Revenue & Customs compliant invoice showing the Charges in relation to the supply of electricity during the Billing Period and detailing any additional costs or amounts that Smartest may be entitled to pursuant to the Supply Contract.

Isolate means taking steps such that electrical current is prevented from flowing from the transmission or distribution system of the Distributor through to any structure switchgear equipment line or device at the Site.

KYC Requirements means Smartest's reasonable due diligence activities, including those performed on a business to ascertain relevant information to assess and confirm the business's identity and employee identity, ensure the business, including its agents, consultants, distributors and any relevant related parties, are compliant with relevant corruption, anti-bribery, sanctions, modern slavery legislation and compliance with any relevant regulations and procedures, and any other due diligence necessarily performed with the aim of preventing identity theft, financial fraud (including tax evasion), money laundering, terrorist financing and in Smartest's reasonable opinion will not bring Smartest's reputation into disrepute.

Letter of Credit means one or more irrevocable standby letters of credit denominated in sterling and in a form acceptable to Smartest and issued by a major commercial bank with a rating of at least A by Standard & Poor's Ratings Group or A2 by Moody's Investors Services, Inc.

Licence means a licence under section 6 of the Act (and Licensed shall be construed accordingly).

Terms and Conditions means this document.

Maximum Supply Capacity means the maximum capacity in kVA for each Site as notified by the Customer to Smartest prior to the Supply to such Site or as subsequently notified to Smartest as having been agreed by the Customer and the Distributor.

Meter means such meters and associated equipment as Smartest may reasonably require to be installed at the Site for the purpose of measuring the Supply and Metering shall be construed accordingly.

Meter Operator means a party who procures, installs, calibrates and maintains the metering system at the Site pursuant to the BSC and who is qualified under the BSC.

Micro-Business Customer means as defined by Ofgem as "a non-domestic consumer who meets one or more of the following criteria:

- (a) employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet no greater than €2 million; or
- (b) uses no more than 100,000 kWh of electricity per year; or
- (c) uses no more than 293,000 kWh of gas per year."

and as the same may be updated from time to time by Ofgem.

Month means a calendar month.

NBP means Supply adjusted for distribution and transmission losses.

National Grid means the electricity transmission system operator for Great Britain.

Out of Contract Rate means the per unit rates and any relevant additional charges for the supply of electricity applicable to Smartest's existing customers where they have either not renewed their contract or moved supplier at either the end of their contracted period or where their contract has terminated early, as such rates published from time to time by Smartest (including as may be published at https://www.smartestenergy.com/en_gb/customer-service/industrial-and-commercial/out-of-contract-and-deemed-rates/).

Party means one of Smartest or the Customer.

Pass Through Charges means any charges (or any parts of the charges) that are identified as such in the Proposal Document, which will be charged as further described in clause 37.2 (or, if not so described, which shall be charged at a pass-through of cost, or charged on an estimate and reconciled against cost).

Politically Exposed Person means a "politically exposed person" as defined by the Financial Action Task Force (FATF) from time to time.

Proposal Document means the document containing the information required by these Terms and Conditions, which may include pricing and/or other appendices attached thereto. The Proposal Document will, when signed by the Customer and received by Smartest constitutes a binding offer by the Customer to purchase the Supply and when accepted by Smartest, each in accordance with the Protocol, shall (together with these Terms and Conditions) form the Supply Contract.

Protocol shall mean the procedure as set out in Part 1 of the Proposal Document being the procedure that is to be followed by the Parties for the Supply Contract to become binding.

Reduced Rate VAT Certificate means a certificate from the Customer that declares what percentage of the electricity supplied is or will be put to a VAT qualifying use for each separate premises and which contains the information prescribed by HMRC.

Registrant means, in respect of a Supply Point or Supply Points at the Site, the person registered as responsible for the import of electricity at such Supply Point or Supply Points under section K of the BSC (and Register and Registering shall be construed accordingly).

Registrant Period means the period starting on the Commencement Date and expiring on the date on which Smartest ceases to be the Registrant for any Supply Point.

Relevant Date means the day after the day on which the Customer enters into a supply contract with a new electricity supplier.

Relevant Period means the period from the Effective Date until the date on which Smartest ceases to be the Registrant.

Remedy Notice has the meaning set out in clause 18.2.

Renewable Standard means Renewable Source Electricity for which the renewable generation source will be supplied at Smartest's discretion.

Renewable Natural means Renewable Source Electricity for which the renewable generation sources have been agreed as Wind, Hydro and Solar PV and Smartest will solely supply electricity from those generation sources.

Renewable Specific means Renewable Source Electricity for which one or more of the renewable generation sources has been agreed and Smartest will solely supply electricity from those generation sources.

Renewable Source Electricity means guarantee of origin certificated electricity generated by the renewable sources required by the Authority for Smartest to report such supply as renewable for the purposes of annual fuel mix disclosure reporting, in accordance with the Electricity (Fuel Mix Disclosure) Regulations 2005.

Renewables Obligation means the obligation of that name established pursuant to section 32 (and subsequent related sections) of the Act.

Secretary of State means the Secretary of State referred to in the Act.

Service Provider means a person or persons appointed as one or more of the following: Data Aggregator, Data Collector and Meter Operator.

Site means the premises to which a Supply is made or is to be made (as set out in the duly executed Proposal Document and as may be amended in accordance with clause 9) and any reference to Site shall be to any or all (as appropriate) of the Sites to which the provisions of the Supply Contract relate from time to time.

Smartest means SmartestEnergy Limited (No. 3994598) whose registered office is at The Columbus Building, 7 Westferry Circus, London, E14 4HD.

Smart Meter means a meter that meets (or is intended to meet) the requirements of the 'Smart Metering Technical Specification' (as defined in Smartest's Licence).

SONIA means the effective overnight interest rate of the Sterling Overnight Index Average, which is paid by banks for unsecured transactions in the British sterling market.

Standard Energy means electricity that is not Renewable Source Electricity or Good Quality CHP Energy.

Subsidiary means a subsidiary within the meaning of the Companies Act.

Supplier Certificate means Climate Change Supplier Certificate or Reduced Rate VAT Certificate.

Supply means the supply of electricity by Smartest to the Customer under the Supply Contract.

Supply Contract means these Terms and Conditions and the duly executed Proposal Document.

Supply Period means the period from the Intended Commencement Date to the End Date.

Supply Point means the point or points at the Site at which the Supply is delivered to the Customer.

Uplift for Renewable Power means the charge specified in the Proposal Document related to the supply of Renewable Source Electricity, which may include the cost of any related guarantees of origin, the balancing between Supply and guarantees of origin, transaction fees, administration and reporting services.

Use of System Agreement means each agreement between Smartest and any Licence holder in respect of the use of the electrical transmission and/or distribution lines from time to time owned or operated by the Licence holder and through which the Customer receives the Supply directly or indirectly.

VAT means value added tax or any replacement or other tax levied by reference to value added.

Warranty means each of the representations, undertakings and warranties set out in clause 5.1.

- 37.2 The following shall apply in respect of the calculation, charging and reconciliation of those Charges stated as Pass Through Charges or Additional Charges in the Proposal Document (save where the Proposal Document specifically deals with such Pass Through Charge(s) or Additional Charge(s)). For the avoidance of doubt, each of the following shall be a Charge under the Supply Contract only if included in the Proposal Document (whether bundled or itemised, and whether referred to:
- (a) by a term listed below; or
 - (b) by another term but which can be used interchangeably for a term listed in (a));

Industry Charge	Methodology	Chargeable Supply Quantity
AAHEDC (Assistance for Areas of High Electricity Distribution Costs)	charged at the effective tariff published by National Grid (or, where not available at the time of invoicing, in accordance with Smartest's reasonable estimate of that tariff, in which case there shall be no reconciliation against actual).	GSP
BSUoS (Balancing Services Use of System)	initially charged on the basis of Smartest's reasonable estimate and subsequently reconciled once data is published by National Grid.	NBP
CFD Supplier Obligation Levy	<p>means a charge per unit supply for the 'supplier obligation' under the Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, initially calculated by Smartest and unless agreed otherwise by the Parties shall be on the basis of the interim estimate rate determined by the CFD Counterparty, and subsequently reconciled to the underlying obligation rate. Such reconciliation charge shall be calculated in respect of each day as:</p> <p>$((A / B) \times Sv) - C$, where</p> <p>A is the total amount payable by all suppliers in respect of the supplier obligation on that day</p> <p>B is the total electricity supplied by all suppliers to all customers at NBP on that day (MWh)</p> <p>Sv is the total Supply at NBP, during that day (MWh)</p> <p>C is the total amount already charged in respect of that day as an interim estimate.</p>	NBP
CFD Operational Levy	means a charge per unit supply calculated on the basis of a reasonable estimate of the operational costs levy under the Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, as determined by Smartest.	NBP
Capacity Market (CM) Settlement Levy	means a charge per unit supply calculated on the basis of a reasonable estimate of the 'settlement costs levy' under the Electricity Capacity (Supplier Payment etc) Regulations 2014, as determined by Smartest.	NBP
Capacity Market (CM) Supplier Levy	<p>means a charge per unit supply or per month, initially calculated on the basis of an estimate cost determined by Smartest, subsequently reconciled to the underlying obligation rate. Such reconciliation charge shall be calculated in respect of each year as:</p> <p>$((A / B) \times Sv) - C$, where</p>	NBP

	<p>A is the total amount payable by all suppliers in respect of the charges under the Electricity Capacity (Supplier Payment etc) Regulations 2014 in that year</p> <p>B is the total relevant electricity supplied by all suppliers to all customers during the CM Charge Hours at NBP, in that year (MWh)</p> <p>Sv is the total Supply at NBP, during the CM Charge Hours (MWh)</p> <p>C is the total amount already charged in respect of that year as an estimate</p>	
Distribution Losses (and Dist Losses)	means the adjustment to Supply calculated by the distribution loss multipliers applicable to the Supply Point as determined by the distribution system Distributor.	Supply Point
DUoS (Distribution Use of System Charges)	means, where the Site is connected to the distribution system, charges calculated by the methodology in the effective Use of System Charging Statement published by the distribution system Distributor.	Supply Point
EMR Levy	means a charge calculated on the basis of a reasonable estimate of: the CfD Supplier Obligation Levy, CfD Operational Levy, Reserve Fund, Capacity Market (CM) Settlement Levy and the Capacity Market (CM) Supplier Levy. Such costs will be grouped collectively into a single charge.	Supply Point
Environmental Charges	means collectively the Renewables Obligation Charge, Feed-in Tariff Charge and Climate Change Levy.	Supply Point
Exceeded Capacity	means a charge for exceeding the supply capacity as agreed with the Distributor of the supply point to be charge in as per DUoS.	Supply Point
Feed-in Tariff Charge	<p>means a charge per unit supply initially calculated on the basis of a reasonable estimate of the likely cost of the Feed-in Tariff in each feed-in tariff year. In November following each feed-in tariff year, or earlier if the required information is made available by the Authority, Smartest will reconcile the difference between the initial estimate charge and the cost in respect of that year, calculated as:</p> <p>(((A + B + D + F) / C) x Sv) – E, where</p> <p>A is the total generation payments by all licensed suppliers (£)</p> <p>B is the total deemed export payments by all licensed suppliers (£)</p> <p>D is the total qualifying costs by all licensed suppliers (£)</p> <p>C is the total relevant electricity supplied by all licensed suppliers (MWh)</p> <p>E is the total initial estimate charges charged</p> <p>F is the total metered export payment net of metered exported electricity at system sell price (£)</p> <p>Sv is the total Supply</p>	Supply Point

RCRC	means a charge, initially charged on the basis of Smartest's reasonable estimate or where available, on data published by Elexon.	NBP
Reserve Fund	<p>means a charge to be levied each quarter to recover the costs associated with Smartest placing funds held in reserve by the CFD Counterparty under the Contract for Difference scheme. Such charge shall be calculated as:</p> <p>$(((A \times B) / C) \times Sv),$ where</p> <p>A is the total sum of deposit held in the reserve fund in the relevant quarter</p> <p>B is the simple average of SONIA plus up to three per cent</p> <p>C is the total electricity supplied by Smartest to all customers during the quarter (MWh)</p> <p>Sv is the total Supply</p>	Supply Point
Reactive Power	means a charge for reactive power as per DUoS.	Supply Point
Renewables Obligation Charge	<p>means a per MWh charge in respect of the Renewables Obligation calculated as follows:</p> <p>$(A \times B + C),$ where</p> <p>A is the Renewables Obligation buy-out price applicable to the obligation period in which the Supply occurs (£)</p> <p>B is the Renewables Obligation percentage calculated by the Secretary of State for the obligation period in which the Supply occurs.</p> <p>C is any additional payments required as a result of mutualisation being triggered.</p>	Supply Point
TNUoS (Transmission Network Use of System Charges) TRIAD	means, where the Site is connected to the distribution system, charges calculated by the methodology in the effective Statement of Use of System Charges published by National Grid, to cover forward looking costs (future investment).	GSP
TNUoS (Transmission Network Use of System Charges) Residual	means, where the Site is connected to the distribution system, charges calculated by the methodology in the effective Statement of Use of System Charges published by National Grid, to the residual element (the cost of maintaining the existing network).	Supply Point
Transmission Losses (and Tran Losses)	means the adjustment to Supply calculated by Smartest's reasonable estimate of transmission losses, or, where reasonable data is available by the invoice date, using the relevant off-taking or delivering transmission loss multipliers 'TLMs', published by Elexon.	GSP

37.3 In the Supply Contract:

- (a) references to a "person" includes reference to an individual, body corporate, or partnership (and vice versa), references to the singular include the plural (and vice versa), and references to a gender includes every gender;
- (b) references to statutory or regulatory provisions or Industry Rules include any amendments, variations, consolidations or replacements and include any subsidiary regulations, agreements or codes made thereunder;
- (c) the expressions "including" and "in particular" shall be construed without limitation;
- (d) unless otherwise stated, references to any clause are to those clauses of the Terms and Conditions;
- (e) the word "costs" shall include financing charges, and a reasonable rate of return on the capital represented by those costs;
- (f) words and expressions used shall where appropriate be construed:
 - (i) as if they were contained in an Act of Parliament to which the Interpretation Act 1978 applies;
 - (ii) as they are defined in the Act or any other Industry Rules; or
 - (iii) in accordance with their wider usage in the electricity industry generally;
- (g) the headings are inserted for convenience only and are to be ignored for the purposes of construction or interpretation; and
- (h) a reference to **writing** or **written** excludes fax but includes email.

37.4 In relation to the Proposal Document the expression "duly executed" shall mean the Proposal Document having been submitted by the Customer to Smartest and accepted by Smartest, in each case in accordance with the Protocol.

- (a) In respect of the Supply Contract, where the last day of any stated period is not a Business Day then the period shall be deemed to end on the next Business Day thereafter.



Terms and Conditions

FlexiPortfolio Customer Appendix
(Public Sector Version)



Part 1

1 Status & Interpretation

- 1.1 This Appendix forms part of the Proposal Document, which in turn forms part of the Supply Contract.
- 1.2 The words used in this Appendix shall have the meanings given to them in Paragraph 8, and shall otherwise be interpreted in accordance with the definitions and rules of interpretation set out in the documents and/or agreements that comprise the Supply Contract.
- 1.3 Unless the context otherwise requires, references in this Appendix to Paragraphs and Parts are to the paragraphs and parts of this Appendix.
- 1.4 As between the documents that compromise the Supply Contract, the following order of precedence shall apply: the main body of the Proposal Document, then any appendices forming part of the Proposal Document (including this Appendix), then the Master Terms and Conditions.

2 Portfolio Agreement

- 2.1 The Customer confirms that it has appointed the Energy Agent as the Customer's agent to exercise rights under the Framework Agreement on behalf of the Customer.
- 2.2 The Customer confirms that it has contracted with the Energy Agent authorising the Energy Agent to aggregate into Strategies the Customer's demand with the demand of other persons from time to time who are customers of Smartest and who have similarly appointed the Energy Agent.
- 2.3 The Customer confirms that it has seen the Portfolio Appendix, that it understands the scope for the Energy Agent to agree matters under the Framework Agreement on the Customer's behalf, and that it has arrangements with the Energy Agent where by the Customer can monitor and/or control the exercise by the Energy Agent of its rights in relation to the Framework Agreement to the extent they are to be exercised on behalf of the Customer. Such rights include the right to agree with Smartest whether the electricity supplied to the Sites shall be Renewable Source Electricity or Standard Electricity, the right to agree with Smartest the price payable by the Customer for the electricity supplied to the Sites, to agree with Smartest how the Non-Energy Charges are to be charged, to agree amendments to the Supply

Contract, to agree the type of electricity to Supply the Sites (being Standard Electricity or Renewable Source Electricity) and/or the Framework Agreement, and to add or remove Sites from the Supply Contract.

- 2.4 The Customer acknowledges, represents and agrees (which representation is repeated on each occasion that the Energy Agent agrees a price pursuant to the Portfolio Appendix) that:
 - (a) the Charges payable by the Customer under the Supply Contract are to be determined by reference to the prices agreed between Smartest and the Energy Agent under the Framework Agreement in respect of the applicable Strategies (as determined in accordance with the Customer's Volume Allocation);
 - (b) it has appointed the Energy Agent with a view to managing the cost of purchasing the electricity it consumes, and that it is not the Customer's intention that the Energy Agent seeks to use the Portfolio Appendix for any speculative or investment purposes;
 - (c) it is not relying upon any representations made by Smartest (other than to the extent expressly set out in the Supply Contract), and has chosen to contract with the Energy Agent at the Customer's own volition;
 - (d) wholesale electricity prices in Great Britain are highly volatile, and it has appointed the Energy Agent and accepted this Appendix with a full understanding of the material terms and risks contained therein (and is capable of assuming and managing those risks);
 - (e) the Charges payable are dependent upon the actions of Inenco, and other customers within the Inenco Portfolio.

3 Energy Rate

- 3.1 Subject to Paragraphs 3.2, during the Portfolio Supply Period, the Energy Rate shall be determined in accordance with the Portfolio Appendix. As such the Energy Rate shall generally comprise:
 - (a) the Energy Price; plus
 - (b) the Non-Energy Charges.
- 3.2 During any Bridging Period for a Site, the Energy Rate for that Site shall be the Bridging Price for that Site.
- 3.3 The Customer acknowledges that Smartest shall provide details of the Energy Price and the Non-Energy Charges for each Site from time to time to the Energy Agent pursuant to the Portfolio Appendix. The Customer shall (at its discretion) obtain confirmation of

the Energy Price and the Non-Energy Charges in respect of any period from the Energy Agent (and Smartest is not obliged to provide the same to the Customer).

- 3.4 The Customer acknowledges that all Charges are subject to change in accordance with Clause 10.2 of the Master Terms and Conditions. In addition, Pass-Through Charges and Set Charges are subject to reconciliation in accordance with Paragraph 3.5.
- 3.5 In the case of Pass-through Charges and Set Charges, Smartest shall include within the Charges its estimate of the amount of the costs, losses and expenses that Smartest will incur in respect of the matters covered by those charges. Where the costs, losses and expenses incurred by Smartest in respect of a Contract Period and the matters covered by a Pass-through Charge or Set Charge exceed the amount of the Charges apportioned by Smartest in respect of that Pass-through Charge or Set Charge and that Contract Period, then Smartest shall be entitled to recover an amount equal to such excess in any subsequent Contract Period; provided that, in the case of a Set Charge, Smartest shall only exercise this right if Smartest reasonably considers the difference to be material in the context of the charge.
- 3.6 Where an excess arises under Paragraph 3.5 in respect of the last Contract Period of the Supply Period, then Smartest shall be entitled to recover the amount of such excess from the Customer at any time (including following the end of the Supply Period).

4 Reference Volume and the Portfolio Effect

- 4.1 Notwithstanding clause 10.2(j) of the Master Terms and Conditions, Smartest shall only be entitled to compensation under that clause where:
- (a) the aggregate supply to the Portfolio (excluding any Bridging Volume, or bridging volume of other customers) deviates (plus or minus) from the Portfolio Reference Volume in respect of any Month by more than the Portfolio Tolerance Percentage; and
- (b) the aggregate supply to the Sites (excluding any Bridging Volume) deviates from the Reference Volume in respect of the Portfolio Tolerance Period comprising that Month (or of which that Month forms part) by more than the Tolerance Percentage.
- 4.2 The Customer acknowledges that Smartest shall provide details of the Reference Volume from time to time to the Energy Agent pursuant to the Portfolio

Appendix. The Customer shall (at its discretion) obtain confirmation of the Forecast Consumption Data and the Reference Volume in respect of any period from the Energy Agent (and Smartest is not obliged to provide the same to the Customer, but may do so at its discretion).

5 Evergreen Term

- 5.1 Subject to Paragraph 5.3, Smartest may extend the Supply Period by 12 calendar months at a time by issuing a contract extension document to the Customer (in the form as set out in Part 2) at any time (but not earlier than 12 calendar months prior to the End Date).
- 5.2 Where the Supply Period is so extended, all rights and obligations of both Smartest and the Customer under the Supply Contract shall apply in respect of the extended period.
- 5.3 Smartest may not extend the Supply Period pursuant to Paragraph 5.1 if:
- (a) Smartest has been notified by the Customer or Inenco that the Customer is a Micro-Business Consumer;
- (b) the Customer or Inenco provide notice to Smartest at any time prior to 12 calendar months before the End Date that the Supply Contract is to be terminated on the End Date; or
- (c) the Supply Period as specified in the Proposal Document is less than 12 calendar months in total.
- 5.4 In the event that Smartest extends the Supply Period pursuant to Paragraph 5.1 and at any time the Customer subsequently notifies Smartest that the Customer was a Micro-Business Consumer at the time that such Supply Period was extended, then the Customer may terminate the Supply Contract at any time during such extended period by providing at least 28 days written notice to Smartest.

6 Energy Agent Termination

- 6.1 Where an Energy Agent Termination occurs during the Supply Period, then one of the following shall apply:
- (a) where Smartest notifies the Customer that this Paragraph 6.1(a) is to apply, the Supply Contract will terminate on the date notified by Smartest (and the Supply Contract will be deemed to have been terminated in accordance with clause 18.4 of the

Master Terms and Conditions on such date); or

- (b) unless and until Smartest notifies the Customer that Paragraph 6.1(a) is to apply (and without prejudice to the continued application of Bridging Prices to Bridging Periods), the Energy Prices and Non-Energy Charges most recently determined under the Portfolio Appendix will continue to apply as the Energy Rate (or, in respect of periods in respect of which no Energy Prices had been determined prior to Energy Agent Termination, Smartest shall (acting reasonably) determine the Energy Prices to apply).

6.2 A date notified by Smartest under Paragraph 6.1(a) may be any date on or after the date on which the Energy Agent Termination occurs (whether before or after the date of its notification) but always during the Supply Period.

6.3 In the event that an Energy Agent Termination occurs, Paragraph 4 shall cease to apply (and Smartest's entitlement to compensation shall be determined under clause 10.2(j) of the Master Terms and Conditions).

7 Portfolio Exit

7.1 In the event the Customer or the Energy Agent notifies Smartest that it wishes the Customer's Sites to be removed from the Portfolio (otherwise then due to Energy Agent Termination), then the following shall apply (effective from the start of the next Billing Period):

- (a) the Customer's Sites shall no longer form part of any of the Strategies;
- (b) Smartest shall provide the Customer with an Energy Rate to apply for the remainder of the Supply Period (which shall include any costs or losses to Smartest as a result of removing the Customer from the Inenco Portfolio to be calculated by Smartest acting reasonably); and
- (c) Paragraph 4 shall cease to apply (and Smartest's entitlement to compensation shall be determined under clause 10.2(j) of the Master Terms and Conditions).

8 Use of the Appendix

8.1 Notwithstanding Clause 10.2 of the Master Terms and Conditions, the Customer shall indemnify and hold harmless Smartest against any loss, damage, costs, expenses or liability (including any fine imposed by a regulator) suffered or incurred by Smartest as a result

of the Customer's representation and undertaking contained in Paragraph 2.3(b) proving to be incorrect or misleading in any material respect when made, repeated or deemed to be repeated.

8.2 For the avoidance of doubt, any regulation, statute, order or decision of a public body or court having jurisdiction in the UK that Smartest reasonably considers to render its performance of this Appendix or the Portfolio Appendix unlawful (or unlawful without an authorisation that Smartest does not hold) shall be a change in law and shall be subject to the relevant provisions of the Master Terms and Conditions.

9 Definitions

9.1 The words and expressions used in this Appendix shall have the respective meanings set out below:

"**Appendix**" means this document.

"**Bridging Period**" means, in respect of a Site and only where the Intended Commencement Date for that Site is not the same as the start date of a Contract Year, the period between the Intended Commencement Date for that Site and the start of the next Contract Year to commence thereafter.

"**Bridging Price**" means, in respect of each Site for which a Bridging Period applies, the price set out as such in the Proposal Document or the document by which that Site was added to the Supply Contract (pursuant to clause 9 of the Master Terms and Conditions).

"**Contract Period**" means each successive period of two consecutive Strategy Periods (which will approximate to an April-to-March or an October-to-September period); provided that the first Contract Period for each Site shall commence on or after the Intended Commencement Date for that Site, and the last Contract Period shall end at the end of the Contract Period that most closely approximates to the end of the Supply Period for that Site.

"**Energy Agent**" means the Inenco Group Limited, a company registered in England & Wales (registered number 02435678) who address is at Ribble House, Ballam Road, Lytham St. Annes, Lancashire, FY8 4TS.

"**Energy Agent Termination**" means the earlier of:

- (a) the agreement for services between the Energy Agent and the Customer which relates to the Supply Contract terminating or expiring (as notified to Smartest by or on behalf of either or both of the

Energy Agent and/or the Customer, which notification Smartest shall be entitled to rely upon as conclusive); and

(b) the Framework Agreement terminating or expiring.

"Energy Price" means, in respect of each Site and any Month, the price determined as such in respect of the Site for that Month in accordance with the Portfolio Appendix.

"Framework Agreement" means the third party intermediary agreement between Smartest and the Energy Agent dated 7th February 2013.

"Non-Energy Charges" means, from time to time, the charges determined as such for the Sites in accordance with the Portfolio Appendix. For the avoidance of doubt, any rates stated for the Non-Energy Charges in the Proposal Document are intended only as a guide.

"Pass-through Charge" means each of the Non-Energy Charges that the Customer opts from time to time (in accordance with the Framework Agreement) to be charged as a 'Pass-through Charge'.

"Portfolio" means the Strategies collectively.

"Portfolio Appendix" means appendix 2 to the Framework Agreement that contains amongst other things, a mechanism for determining the price payable for electricity by Smartest's customers (including the Customer).

"Portfolio Reference Volume" means the aggregate of all the Strategy Reference Volumes.

"Portfolio Supply Period" means the Supply Period, but excluding any period in respect of which the Framework Agreement is not in full force and effect (including following an Energy Agent Termination).

"Portfolio Tolerance Percentage" means the percentage agreed as such from time to time under the Framework Agreement.

"Portfolio Tolerance Period" means the period agreed as such from time to time under the Framework Agreement.

"Reference Volume" means the part of the Portfolio Reference Volume that relates to the Sites and the Forecast Consumption Data (as established and modified in accordance with the Portfolio Appendix). For the avoidance of doubt, the Reference Volume excludes any volume that is subject to a Bridging Price, and any volume

stated in the Proposal Document as being the Reference Volume is intended only as a guide.

"Set Charge" means each of the Non-Energy Charges that the Customer opts from time to time (in accordance with the Framework Agreement) to be charged as a 'Set Charge'.

"Strategy" means each of the strategies under the Portfolio Appendix to which sites (including the Sites) are allocated from time to time.

"Strategy Reference Volume" means the volume determined as such pursuant to the Portfolio Appendix.

"Tolerance Percentage" means 20%.

"Volume Allocation" means the percentage of the Customer's Reference Volume that is allocated to each Portfolio Strategy, as set out in the Proposal Document (and subject to change in accordance with the Portfolio Appendix).

PART TWO

CONTRACT EXTENSION

[Customer Name]'s Registered Office	SmartestEnergy Limited Registered Office
[ADDRESS]	Dashwood House
[ADDRESS]	69 Old Broad Street
[TOWN]	London
[COUNTY]	EC2M 1QS
[POST CODE]	
[Customer Name]'s Registration Number	SmartestEnergy Limited Registration Number
Registered in United Kingdom: [XXXXXXXX]	Registered in England & Wales: 03994598
Contract Reference	Customer Account Reference
Previous End Date	Updated End Date
[DAY] [MONTH] [YEAR]	[DAY] [MONTH] [YEAR]
Product	Number of Sites
FlexiPortfolio	[X] As detailed in Part 2
MPANs	Site Names

The receipt by the Customer of this Contract Extension Form shall constitute the binding extension of the Supply Period under the Supply Contract terms pursuant to Paragraph 5.1 of the FlexiPortfolio Appendix (an appendix to the Proposal Document).

The capitalised terms not defined in this Contract Extension Document have the meaning ascribed to them in the Master Terms and Conditions.

Updated Reference Volumes

Supply Period CAL Start	Supply Period CAL End	Reference Volume (MW)

SmartestEnergy Limited **SmartestEnergy Limited**

Signature:

Signature:

Print Name:

Print Name:

Position:

Position:

Date:

Date: