

Corona Energy Gas Supply Agreement

Contract reference: 40675043

Customer reference: 20425963

Particulars of Contract

Customer name & address	The Police and Crime Commissioner for South Yorkshire – South Yorkshire Police HQ, Carbrook House, 5 Carbrook Hall Road, Sheffield, S9 2EH
Customer contact details	Tel: _____, Email: _____
Invoice Address	Please refer to Schedule A
Supply Point name and address	Please refer to Schedule A
Meter Point Reference(s)	Please refer to Schedule A
Payment method and terms	Payment will be made by 30 Days BACS from the date of the invoice
Contract Duration	Start Date: 01/04/2021 End Date: 01/04/2025
Annual Quantity	7,719,667 kWh
Contract Price	Please refer to Schedule A
Supplier	Corona Energy Retail 4 Limited
Special Terms and Third Party Information	Mains Gas Supply – Bespoke Terms V1

The customer agrees to accept the Corona Energy Terms and Conditions of Supply, version – Flexible Professional CashOut 17th May 2020 (YPO Framework 000986)

Signed on behalf of the Customer	Name: j bland Position: Director of Resources Date: Mar 31, 2021 Signature:  <small>jbland (Mar 31, 2021 14:48 GMT+1)</small>
Signed on behalf of the Supplier	Name: Laura Dempsey Position: KAM Growth Leader People Date: 05-05-2021 Signature: _____ <div style="text-align: right;"> DocuSigned by:  A73B1ADB58B0456... </div>

Your account manager is Ben Young . Telephone contact number 07964 900 907 .
Please email back the completed form to your Account Manager.



Schedule A (Supply Point details)

Contract Reference: 40675043

MPR (Meter Point Reference)	Supply Point name & address	Invoice address	Annual Quantity (kWh)	Delivery Price (not including commodity) (p/kWh)	Daily Charge (£/day)	Start Date	End Date
5005131003	Chapelton Thornclyffe Lane Sheffield S35 4HT GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	1	0.1247	0.48	01/04/2021	01/04/2025
9305304601	S. Yorkshire Police Redhouse Malton Way Doncaster DN6 7AB GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	12,172	0.1247	0.86	01/04/2021	01/04/2025
8818490505	Doncaster Dome Police Office Doncaster Leisure Park Doncaster DN4 7PD GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	30,615	0.1247	1.11	01/04/2021	01/04/2025
2133095308	Brinsworth House & Office (1) 18 Whitehill Lane Sheffield S60 5JR GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	13,943	0.1247	0.48	01/04/2021	01/04/2025
9159122003	Community Police Station 91 - 97 Cypress Road Barnsley S70 3LX GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	45,115	0.1247	1.62	01/04/2021	01/04/2025

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76117600	Ecclesfield Divisional HQ 321 The Common Sheffield S35 9WL GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	57,915	0.1247	2.23	01/04/2021	01/04/2025
9296188510	Elm Tree Station 723-725 City Road Sheffield S2 1GT GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	47,223	0.1247	1.50	01/04/2021	01/04/2025
8817773108	Cudworth Police Station Manor Road Barnsley S72 8DG GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	45,903	0.1247	1.94	01/04/2021	01/04/2025
92160806	Goldthorpe Police Station Barnsley Road Barnsley S63 9LS GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	55,144	0.1247	1.89	01/04/2021	01/04/2025
92160110	Dodworth Police Statio Barnsley Road Barnsley S75 3RN GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	58,959	0.1247	1.86	01/04/2021	01/04/2025
9139334208	Unit 19 Sheffield Business Par Unit 19 Churchill Way Sheffield S35 2PY GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	43,330	0.1247	2.17	01/04/2021	01/04/2025
76116800	Deepcar Police Statio 70 Manchester Road Sheffield S36 2RE GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	53,217	0.1247	1.61	01/04/2021	01/04/2025
91705402	Hoyland Police Station Hoyland Road Barnsley S74 0AP GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	59,781	0.1247	2.34	01/04/2021	01/04/2025

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5047408302	Unit 2 Kea Park Close Hellaby Industrial Estate Rotherham S66 8LB GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	222,273	0.1247	2.47	01/04/2021	01/04/2025
8814669704	Rotherham Police Station Main Street Rotherham S60 1QY GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	57,559	0.1247	2.46	01/04/2021	01/04/2025
58083304	Penistone Police Station Bridge Street Barnsley S36 6AJ GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	74,025	0.1247	1.70	01/04/2021	01/04/2025
842061203	Royston Police Station Station Road Barnsley S71 4EU GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	71,126	0.1247	2.43	01/04/2021	01/04/2025
8818490404	Stainforth Police Station Church Road Sheffield DN7 5AA GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	67,193	0.1247	2.31	01/04/2021	01/04/2025
58182710	Edlington Police Station Main Avenue Doncaster DN12 1AN GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	79,885	0.1247	1.93	01/04/2021	01/04/2025
9147814600	South Yorkshire Police 60 Attercliffe Common Sheffield S9 2AD GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	98,292	0.1247	1.64	01/04/2021	01/04/2025
13518510	Carbrook Hse 5 Carbrook Hall Rd Carbrook House Sheffield S9 2EH GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	417,260	0.1247	6.30	01/04/2021	01/04/2025

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8906330002	Unit B1 Houndhill Park Houndhill Park Rotherham S63 6EX GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	53,554	0.1247	2.92	01/04/2021	01/04/2025
8930304606	Woodseats Police Station Chesterfield Road Sheffield S8 0SL GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	108,669	0.1247	2.24	01/04/2021	01/04/2025
89063389103	Unit B1 Houndhill Park Houndhill Park Rotherham S63 6EX GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	66,340	0.1247	2.25	01/04/2021	01/04/2025
2161911410	Socca - Ecclesfield High Street Sheffield S35 9UD GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	145,054	0.1247	2.28	01/04/2021	01/04/2025
8923289803	Davies House Davies House Doncaster DN5 8QE GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	156,527	0.1247	2.26	01/04/2021	01/04/2025
76119907	Hackenthorpe Police Statio Occupation Lane Sheffield S12 4PQ GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	75,738	0.1247	1.91	01/04/2021	01/04/2025
9145513710	Ignite Building 1 Rotherham S60 1FD GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	113,011	0.1247	3.29	01/04/2021	01/04/2025
9095119909	17 Churchill Way Unit 17 Churchill Way Sheffield S35 2PY GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	225,400	0.1247	4.04	01/04/2021	01/04/2025

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9095076805	Thorne Police Station Durham Avenue Doncaster DN8 4AN GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	224,714	0.1247	3.44	01/04/2021	01/04/2025
8922707610	New Maltby Police Station Byford Road Rotherham S66 8ER GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	350,051	0.1247	4.87	01/04/2021	01/04/2025
8821627207	Office and Warehouse Devel Europa Way Sheffield S9 1XX GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	408,389	0.1247	7.12	01/04/2021	01/04/2025
45920003	Niagara Sports Ground Niagara Road Sheffield S6 1LU GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	215,550	0.1247	4.51	01/04/2021	01/04/2025
57854605	Kenyon Street Kenyon Street Sheffield S1 4BD GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	1	0.1247	1.04	01/04/2021	01/04/2025
8873386903	Nunnery Square Sheffield Parkway Sheffield S2 5DH GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	376,269	0.1247	4.72	01/04/2021	01/04/2025
8927851407	28 Atlas Way 28 Atlas Way Sheffield S4 7QQ GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	331,034	0.1247	5.42	01/04/2021	01/04/2025
9124171309	Moss Way Police Station Moss Way Sheffield S20 7XX GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	264,408	0.1247	7.39	01/04/2021	01/04/2025

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8866350700	Barnsley Divisional Headqu Churchfields Barnsley S70 2DQ GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	437,489	0.1247	9.65	01/04/2021	01/04/2025
58313104	College Road College Road Doncaster DN1 3HX GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	1,090,237	0.1247	18.63	01/04/2021	01/04/2025
8900914402	South Yorkshire Police Trainin Unit 5 Callflex Business Park Rotherham S63 7ER GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	1,218,399	0.1247	16.50	01/04/2021	01/04/2025
13002800	Snig Hill Police Station Snig Hill SHEFFIELD S3 8LY GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	4,845	0.1247	3.79	01/04/2021	01/04/2025
58167703	Rossington Police Station Station Road Sheffield DN11 0DZ GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	84,949	0.1247	1.68	01/04/2021	01/04/2025
9306019203	ATTERCLIFFE COMMON SHEFFIELD S9 2AD GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	43,073	0.1247	1.60	01/04/2021	01/04/2025
58228203	Adwick Road Doncaster SOUTH YORKSHIRE S64 0DB GB	Exchequer Services, PO Box 1250, Carbrook House, 5 Carbrook Hall Road Po Box 1250 Sheffield S92EH	115,035	0.1247	2.24	01/04/2021	01/04/2025



Schedule B (Emergency Contacts)

Contract Reference: 40675043

Site Address and Reference	Emergency Contact 1	Emergency Contact 2	Emergency Contact 3
Thorncliffe Lane 0 S354HT Sheffield 61021781002			
Malton Way 0 DN67AB Doncaster 61021786002			
Doncaster Leisure Park 0 DN47PD Doncaster 61021787002			
18 Whitehill Lane 0 S605JR Sheffield 61021789002			
91 - 97 Cypress Road 0 S703LX Barnsley			

61021790002				
321 The Common 0 S359WL Sheffield 61021791002				
723-725 City Road 0 S21GT Sheffield 61021792002				
Manor Road 0 S728DG Barnsley 61021794002				
Barnsley Road 0 S639LS Barnsley 61021795002				
Barnsley Road 0 S753RN Barnsley 61021796002				
Unit 19 Churchill Way 0 S352PY Sheffield				

61021797002				
70 Manchester Road 0 S362RE Sheffield 61021798002				
Hoyland Road 0 S740AP Barnsley 61021800002				
Hellaby Industrial Estate 0 S668LB Rotherham 61021801002				
Main Street 0 S601QY Rotherham 61021806002				
Bridge Street 0 S366AJ Barnsley 61021807002				
Station Road 0 S714EU				

Barnsley 61021808002				
Church Road 0 DN75AA Sheffield 61021809002				
Main Avenue 0 DN121AN Doncaster 61021810002				
60 Attercliffe Common 0 S92AD Sheffield 61021811002				
Carbrook House 0 S92EH Sheffield 61021812003				
Houndhill Park 0 S636EX Rotherham 61021814002				
Chesterfield Road 0				

S80SL Sheffield 61021815002				
Houndhill Park 0 S636EX Rotherham 61021816002				
High Street 0 S359UD Sheffield 61021817002				
Davies House 0 DN58QE Doncaster 61021818002				
Occupation Lane 0 S124PQ Sheffield 61021820002				
Building 1 0 S601FD Rotherham 61021821002				

Unit 17 Churchill Way 0 S352PY Sheffield 61021822002				
Durham Avenue 0 DN84AN Doncaster 61021823002				
Byford Road 0 S668ER Rotherham 61021824002				
Europa Way 0 S91XX Sheffield 61021825003				
Niagara Road 0 S61LU Sheffield 61021826002				
Kerion Street 0 S14BD Sheffield 61021827002				

Sheffield Parkway 0 S25DH Sheffield 61021828002				
28 Atlas Way 0 S47QQ Sheffield 61021829002				
Moss Way 0 S207XX Sheffield 61021830002				
Churchfields 0 S702DQ Barnsley 61021831002				
College Road 0 DN13HX Doncaster 61021832002				
Unit 5 Callflex Business Park 0 S637ER				

Rotherham 61021833002				
Snig Hill 0 S38LY SHEFFIELD 61021834002				
Station Road 0 DN110DZ Sheffield 61039117002				
ATTERCLIFFE COMMON 0 S92AD SHEFFIELD 61088903002				
Adwick Road 0 S640DB Doncaster 61088904003				

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



Monthly Estimated Offtake

Contract Reference: 40675043

Contract Delivery Month	Contract Monthly Estimated offtake (kWh)
April 2021	682,613
May 2021	461,427
June 2021	256,658
July 2021	217,463
August 2021	209,527
September 2021	282,316
October 2021	590,153
November 2021	880,062
December 2021	1,046,359
January 2022	1,127,370
February 2022	1,008,805
March 2022	958,151
April 2022	678,578
May 2022	461,784
June 2022	256,579
July 2022	215,597
August 2022	211,506
September 2022	284,724
October 2022	591,768
November 2022	880,718
December 2022	1,038,834
January 2023	1,136,942
February 2023	1,008,763
March 2023	956,386
April 2023	675,702
May 2023	462,053
June 2023	256,076
July 2023	214,573
August 2023	212,985
September 2023	284,866
October 2023	594,617
November 2023	879,794
December 2023	1,045,410

January 2024	1,144,376
February 2024	1,043,010
March 2024	942,516
April 2024	683,553
May 2024	456,064
June 2024	252,349
July 2024	214,499
August 2024	213,704
September 2024	270,925
October 2024	600,045
November 2024	873,739
December 2024	1,046,964
January 2025	1,149,365
February 2025	1,008,746
March 2025	945,911

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Corona Energy Terms & Conditions of Supply – Flexible Professional CashOut 17th May 2020**Definitions**

<p>“Actual Consumption”</p> <p>“Agreement”</p> <p>“Annual Quantity”</p> <p>“APX SAP”</p> <p>“APX SMP”</p> <p>“Authorised Individual”</p> <p>“Balancing Fee”</p> <p>“Benchmark Price”</p> <p>“Buy Request”</p> <p>“CCL”</p> <p>“Consumption Tolerance”</p> <p>“Contract Period”</p> <p>“Commodity Price”</p> <p>“Contracting Authority”</p> <p>“Day”</p> <p>“Data Protection Laws”</p> <p>“Delivery Price”</p> <p>“DM Supply Point”</p> <p>“End Date”</p> <p>“Excess Gas”</p> <p>“Framework Agreement”</p> <p>“Gas”</p> <p>“ICE”</p> <p>“Heren Day Ahead \ Weekend Adjusted”</p> <p>“M-1”</p> <p>“M-2”</p> <p>“Meter”</p> <p>“Meter Asset Manager”</p> <p>“Meter Reading Agency”</p> <p>“Meter Installation”</p> <p>“Month”</p>	<p>means the total amount of Gas consumed by the Portfolio in any given period;</p> <p>means the agreement formed by this contract, comprising these Terms and Conditions, any Schedules that apply and the Particulars of Contract;</p> <p>means the annual quantity of Gas that the Contracting Authority is expected to consume as shown in the Agreement for each contract year;</p> <p>has the meaning given to the system average price expression in the Uniform Network Code;</p> <p>has the meaning given to the system marginal price (buy and sell) expression in the Uniform Network Code;</p> <p>means an employee of the Supplier authorised to receive and act on Buy and Sell Requests, as notified to the Contracting Authority from time to time, and an employee of the Contracting Authority authorised to issue Buy and Sell Requests as notified to the Supplier from time to time;</p> <p>means the charge included in the Commodity Price, as described in Clause 3;</p> <p>means, in respect of any Reconciliation Period, the price at which the Commodity Price is invoiced to the Contracting Authority during such period(s) pursuant to Clause 4;</p> <p>means a request from the Contracting Authority to the Supplier to purchase Gas as further described in Clause 2;</p> <p>means Climate Change Levy;</p> <p>means between 100% and 100% of the Monthly Estimate or of the Contract Quantity, as appropriate;</p> <p>means any period beginning at 05:00hrs hours on the Start Date and ending at 05:00hrs hours on the End Date;</p> <p>means the actual price in pence per kilowatt hour charged for Gas consumed by the Portfolio calculated for each Supply Month in accordance with Clause 3 and adjusted by Clause 6 where appropriate;</p> <p>means the person named as such in the Agreement;</p> <p>means a continuous 24 hour period beginning on one day at 05:00hrs and ending the next day at 05:00hrs.</p> <p>means any applicable law relating to the processing, privacy, and/or use of personal data including:</p> <p>(a) in the United Kingdom:</p> <p>(i) the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 2002/58/EC (ePrivacy Directive); and/or</p> <p>(ii) the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR) and Data Protection Act 2018, and/or any corresponding or equivalent national laws or regulations (Revised UK DP Law);</p> <p>(b) in member states of the European Union (EU) and/or European Economic Area (EEA): the GDPR and the ePrivacy Directive and all relevant EU and EEA member state laws or regulations giving effect to or corresponding with any of them; and</p> <p>(c) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority;</p> <p>means the value that is shown in Schedule A;</p> <p>means a Supply Point which is registered with the Transporter as daily metered;</p> <p>means the time of 05:00hrs on the date specified in the Agreement;</p> <p>means the amount of Gas by which Actual Consumption in the relevant period exceeds the upper Consumption Tolerance limit;</p> <p>means the framework agreement entered into between the Supplier and YPO dated on or around June 2020 for the purposes of allowing the Contracting Authority to contract with the Supplier for the supply of flexible Gas pursuant to this Agreement;</p> <p>means natural gas;</p> <p>means the InterContinental Exchange;</p> <p>means the volume weighted Heren Assessment Day Ahead Bid or Offer and Heren Weekend Ahead Bid or Offer price (as the case may be) as published in the European Spot Gas Market report for delivery during the Day and calculated for a Supply Month;</p> <p>means the Month preceding the Month of Delivery;</p> <p>means the Month preceding M-1;</p> <p>means the measuring equipment installed at or in the location of the Supply Point;</p> <p>means the company responsible for managing the meter asset;</p> <p>means the company responsible for reading the meter asset;</p> <p>means the Meter and all associated installation materials or apparatus for the purpose of measuring Gas consumed at the Supply Point;</p> <p>means a period beginning at 05:00hrs on the first Day of any calendar month and ending at 05:00hrs on the first Day of the next calendar month;</p>
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“Monthly Estimate”	means the amount of Gas which is estimated to be consumed by the Portfolio in a given Supply Month by adding the DM Supply Point consumption estimate as determined in Clause 6.2 to the NDM Supply Point seasonal normal consumption estimate as determined in accordance with the Uniform Network Code (as adjusted by any supply point specific Contracting Authority request if previously agreed);
“NBP”	means the National Balancing Point;
“Ofgem”	means the Office of Gas and Electricity Markets;
“Portfolio”	means all the Supply Points supplied under the Agreement from time to time;
“Procurement Fee”	means the charge included in the Commodity Price, as described in Clause 3;
“Purchased Quantity”	means, in respect of any period, the amount of Gas purchased by the Contracting Authority pursuant to Clauses 2 and 3;
“Reconciliation Period”	means a period lasting months, starting on the Start Date and being repeated until the End Date;
“Schedule A”	means the schedule of Supply Points that form the Portfolio attached hereto;
“Sell Request”	means a request from the Contracting Authority to the Supplier to sell Gas as further described in Clause 2;
“Shortfall Gas”	means the amount of Gas by which Actual Consumption in any relevant period falls short of the lower Consumption Tolerance limit;
“Start Date”	means the time of 05:00hrs on the date specified in the Agreement;
“Supplier”	means the company named as such in the Agreement ;
“Supply”	means the supply of Gas under this Agreement;
“Supply Month”	means the month in which the supply takes place or is due to take place;
“Supply Point”	means a point at which the Supplier shall make gas available to the Contracting Authority under this Agreement;
“Transporter”	means any pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected;
“Uniform Network Code”	means the Uniform Network Code published by the Gas Transporters’ Joint Office pursuant to the Gas Transporters licensing regime, as amended from time to time;
“VAT”	means Value Added Tax;
“Year”	means a period of twelve months from the Start Date and any successive twelve month period.

Privacy Notice:

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

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

1. Commencement and Duration

- 1.1 This Agreement shall be binding between the parties from the date the Supplier confirms acceptance and Supply shall begin on the Start Date and shall cease on the End Date.
- 1.2 The Contracting Authority will make all reasonable endeavours to ensure that all Supply Points are transferred to the Supplier on the Start Date.

2. Buying and Selling of Gas

- 2.1 The Contracting Authority shall purchase Gas for Supply from the Supplier by making a Buy Request pursuant to Clause 3. The Buy Request shall be by telephone between Authorised Individuals and shall become a binding purchase commitment when the price quoted by the Supplier is verbally accepted by the Contracting Authority during the telephone call.
- 2.2 The Contracting Authority may only issue Buy Requests up to Supply Months beyond the date on which the Buy Request is issued or up to the End Date of the Agreement whichever is earlier. The maximum quantity of Gas that the Contracting Authority can buy in aggregate for any Month is no more than 100% of the Monthly Estimate.
- 2.3 If the Contracting Authority decides that any part of a Purchased Quantity is not likely to be consumed, the Contracting Authority may issue a Sell Request in respect of all or part of such Purchased Quantity. Such Sell Request shall be made by telephone between Authorised Individuals.
- 2.4 The Supplier shall be under no obligation to accept a Sell Request. Where it does so, however, it will provide a quotation on the basis of the most competitive real time bid price for NBP Gas displayed on ICE screens for the volume in question at the time of receipt of the Sell Request.
- 2.5 A Sell Request shall become a binding sale commitment where the price quoted by the Supplier is verbally accepted by the Contracting Authority during the telephone call.

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3. Commodity Price

- 3.1 The Contracting Authority may use any of the following methods to purchase Gas from the Supplier, and the Commodity Price shall be the volume weighted average price of all Buy and Sell Requests for the relevant Month, plus the appropriate Balancing Fee and Procurement Fee (if any);
- (a) Heren Day Ahead \ Weekend Adjusted: the volume for each Day is the difference between the Purchased Quantity and the Actual Consumption. If given, a Buy Request must be received by the Supplier no later than 15:00hrs on the third working day prior to the Day of delivery (Procurement Fee: p/kWh).
- (b) OTC Price (minimum daily volume therms): the Commodity Price shall be the most competitive real time Offer price for NBP Gas available at the time of receipt of the Buy Request. If the requested volume set out in the Buy Request exceeds best live offer volume displayed, then the quotation given by the Supplier shall be the volume weighted average price using the most competitive offer prices available to capture the volume requested. A Buy Request must be received by the Supplier no later than 15:00hrs on the third working day prior to the Supply Month (Procurement Fee: p/kWh)
- (c) ICE Settlement Price (minimum daily volume therms); the Commodity Price shall be the price published by the ICE as its settlement price for the day on which the Buy Request is received. A Buy Request must be received by the Supplier no later than 15:00 on the third working day prior to the Supply Month (Procurement Fee: p/kWh)
- (d) ICE Month Ahead (M-1) Last 5 Day Index (minimum daily volume therms); the Commodity Price shall be the arithmetic average of the settlement prices for the Month published by ICE in the 5 final trading days of a Month. A Buy Request must be received by the Supplier no later than 15:00hrs on the eighth working day prior to the Supply Month (Procurement Fee: p/kWh).
- (e) ICE Month Ahead (M-1) Cumulative Index (minimum daily volume therms); the Commodity Price shall be the arithmetic average of the settlement prices for the Supply Month published by ICE in M-1. A Buy Request must be received by the Supplier no later than 15:00hrs on the third working day prior to M-1 (Procurement Fee: p/kWh).
- (f) Balance of Month (minimum daily volume therms); the Commodity Price shall be the most competitive real time Offer price for NBP Gas at the time of receipt of the Buy Request. A Buy Request must be received by the Supplier no later than 15:00hrs (Procurement Fee: p/kWh).
- 3.2 In the event that, in respect of any Supply Month, the time period in which a valid Buy Request can be made has expired and the Purchased Quantity for such Supply Month is less than the Monthly Estimate for that Supply Month the Supplier will purchase the difference on behalf of the Contracting Authority, and the Commodity Price for such difference will be calculated as if the Contracting Authority had selected option (a) for such Supply Month.
- 3.3 In addition to a Procurement Fee, each Buy Request or Sell Request (where accepted) shall also attract a Balancing Fee. The Balancing Fee is included in the Delivery Price stated in Schedule A. For transactions where Gas is to be delivered within the same Month, the Delivery Price shall be discounted by p/kWh and for transactions where Gas is to be delivered in the next month the Delivery Price will be discounted by p/kWh. For reference the standard Balancing Fee is p/kWh. The Balancing Fee to be applied in any Supply Month shall be the volume weighted average of all the fees calculated under this Clause 3.3 for that Supply Month.
- 3.4 We reserve the right to charge you an amount in respect of the unidentified gas charge applicable to the meter which has been charged to us by the transporter.
- 3.5 We reserve the right to vary the Delivery Price where the Transporter, Distributor, government or governmental body issues a gas deficit warning or a gas deficit emergency to cover the additional cost of gas.

4. Benchmark Price

- 4.1 Where a Benchmark Price is to be adopted the following Clause 4 applies.
- 4.2 No less than 3 days prior to each Reconciliation Period, the Supplier will notify the Contracting Authority of the Benchmark Price.
- 4.3 The Benchmark Price is based on the Monthly Estimates for each Reconciliation Period and the prevailing market prices at the time of setting such Benchmark Price. The Contracting Authority will be invoiced for the duration of each Reconciliation Period at the relevant Benchmark Price.
- 4.4 At the end of each Reconciliation Period, the Commodity Price for that period will be reconciled against the Benchmark Price used for that Reconciliation Period, and an amount equal to the difference shall be invoiced to or credited to the Contracting Authority.

5. Addition/deletion of Supply Points

- 5.1 If the Contracting Authority wishes to add a new Supply Point to the Portfolio during a period in respect of which Gas has already been procured for the Portfolio the Commodity Price for Gas for the Portfolio shall be calculated using the new Monthly Estimate.
- 5.2 If the Contracting Authority wishes to remove a Supply Point from the Portfolio, it shall give to the Supplier not less than one month's prior written notice, specifying the date of removal.

6. Volume Reconciliation

- 6.1 In respect of each NDM supply point, if the Actual Consumption in a Day falls outside the Consumption Tolerance, then;
- (a) an additional amount shall be charged (or credited) to the Contracting Authority in respect of Excess Gas at the volume weighted average price of the Buy and Sell Requests minus the Index Price. Where this is a negative number, the Contracting Authority will be charged accordingly, and where this is a positive number the Contracting Authority will be credited accordingly;
- (b) an additional amount shall be charged (or credited) to the Contracting Authority in respect of Shortfall Gas at the volume weighted average price of the Buy and Sell Requests minus the Index Price. Where this is a positive number, the Contracting Authority will be charged accordingly, and where this is a negative number, the Contracting Authority will be credited accordingly.
- 6.2 Any amount payable under this Clause 6 shall be invoiced to or credited to the Contracting Authority following the end of the month in question, and the payment provisions of Clause 8 shall apply.
- 6.3 The Contracting Authority shall provide a Monthly Estimate in respect of each DM Supply Point no later than 15:00hrs on the third working day prior to M, and to notify the Supplier forthwith of any expected change to any Monthly Estimate and the revised estimated quantity.
- 6.4 In respect of each DM Supply Point in any Day, where the Actual Consumption differs from the applicable Purchased Quantity, the following provisions shall apply:
- (a) where the Actual Consumption exceeds the average daily quantity for such Day, the Contracting Authority shall be liable for a charge per kWh in respect of the difference between average daily quantity and Actual Consumption, such charge being the amount by which the Index Price exceeds the volume weighted average price of the Buy and Sell requests for the Day in question;

- b) where the Actual Consumption is less than the average daily quantity for such Day, the Contracting Authority shall be liable for an amount per kWh in respect of the difference between average daily quantity and Actual Consumption, such charge being the amount by which the volume weighted average price of the Buy and Sell requests exceeds the Index Price for the Day in question.
- 6.5 Any amount payable under this Clause 6 shall be taken into account when calculating the Commodity Price for the Supply Month in question.

7. Meter Reading

- 7.1 The quantity of Gas consumed shall be calculated using standard industry methods and corrected for pressure and temperature as appropriate. The reading shown on the Meter shall be accepted as showing the correct quantity of Gas consumed, unless that Meter is found to be operating outside of the accuracy limits permitted bylaw.
- 7.2 In accordance with Section 17 of the Gas Act 1986 the Contracting Authority may require a meter examiner to examine any Meter for the purpose of ascertaining the quantity of Gas supplied under this Agreement and if the Meter is found, when so examined, to register inaccurately to a degree exceeding that permitted by law, a suitable adjustment shall be made to the Contracting Authority's account. An adjustment invoice shall be raised if the meter is found to be inaccurate. The costs of undertaking the accuracy test shall be invoiced to the Contracting Authority prior to any work taking place, and will be refunded should the Meter be found to be inaccurate.
- 7.3 The Supplier will provide HH/AMR data to the Customer at any time during the Agreement term, at the Customer's sole option.
- 7.4 Where the Customer exercises its option to receive HH/AMR data from the Supplier in accordance with Clause 7.4, the Supplier will charge the Customer for this data at a rate of 15p per meter per day. Any charges payable by the Customer under this Clause will be charged to the relevant meter invoice.
- 7.5 The Supplier reserves the right to charge the Customer abort fees of £100 per time in the event of a failed AMR installation or maintenance visit.

8. Billing and Payment

- 8.1 As soon as practicable after the end of each calendar month the Supplier will invoice the Contracting Authority. Where meter reads are not available, invoices will be raised using estimates or in accordance with any payment plan agreed with the Supplier.
- 8.2 The Supplier may revise the Delivery Price or charge a one off fee:
- to reflect cost increases or one off fees or changes in charging methodology imposed by or on behalf of the Transporter, Meter Asset Manager or Meter Reading Agency;
 - to reflect any cost increases due to changes in Government legislation, applicable regulations or tax;
 - to reflect any cost increases due to changes in the ownership of the Meter Installation or costs incurred as a consequence of information provided to us in relation to a Meter Installation being incorrect.
 - to reflect any cost increases occurring as a result of a request by the Contracting Authority for any variation to the terms or operation this Agreement.
- 8.3 The total price for Gas consumed at any Supply Point is the sum of the Delivery Price and the Commodity Price for that Supply Point in that the relevant Supply Month.
- 8.4 The Contracting Authority shall pay each invoice in full by Thirty (30) days following the date of the invoice. If payment is not received by the due date (except in the case of a valid dispute notified in writing), the Supplier shall (in addition to any other remedies) be entitled:
- to charge interest on the amount unpaid at the annual rate of 4% above the base lending rate of Lloyds Bankplc;
 - to charge a late payment administration charge for each invoice which has not been paid in full by its due date;
 - to prevent the Contracting Authority transferring to another supplier by lodging an objection.
- 8.5 The Supplier will reconcile the Contracting Authority's account against Actual Consumption as and when a meter read is received. If the actual read generates a credit on the account, this will be applied against future invoices unless the Contracting Authority requests a refund in writing.
- 8.6 VAT and CCL and any other applicable taxes shall be applied at the standard rate unless the Contracting Authority provides evidence of a discount or exemption.
- 8.7 All payments by the Contracting Authority shall be made by BACS unless the Supplier has agreed in writing to an alternative payment method.
- 8.8 The Contracting Authority must notify any disputed charges in writing to the Supplier within three months of the date of the relevant invoice, failing which such invoice shall be accepted as being final and conclusive.
- 8.9 The Contracting Authority warrants that all details provided to the Supplier regarding the Portfolio are up to date and accurate during the term of the Agreement. The Supplier reserves the right to charge the Contracting Authority for any costs or losses incurred by it (including but not limited to costs or losses incurred for the resale of Gas) as a consequence of inaccurate information. The Supplier will use reasonable endeavours to minimise any costs or losses it incurs as a result of incorrect or inaccurate information regarding the Portfolio.
- 8.10 Any security deposit required by the Supplier shall only be returned to the Contracting Authority after all payments due from the Contracting Authority in relation to this Agreement (including any renewal, extension or new Agreement) have been finalised and paid by the Contracting Authority. In the event that the Supplier requires a security deposit the deposit should be sent to the Supplier's bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-05-74 Ref: Contracting Authority's name

9. Safety and emergencies

- 9.1 Where the Contracting Authority believes that there is, has been or is likely to be an escape of Gas or that any equipment may be damaged which may result in an escape of Gas, the Contracting Authority must immediately notify the Transporter on 0800 111 999.
- 9.2 The Contracting Authority undertakes to use Gas in a safe manner and not in any way which is likely to create any risk to the health and safety of any person or risk of damage to any property, or which could interfere with the supply of Gas to any other consumer of Gas. The Contracting Authority shall not use a gas compressor.
- 9.3 Emergency services will be provided by the Transporter. Any call-out charges incurred by or charged to the Supplier relating to the escape of Gas or other emergency services on the Contracting Authority's installation downstream of the Meter shall be

reimbursed to the Supplier.

- 9.4 The Contracting Authority shall take all reasonable steps to ensure that the Meter Installation and related equipment are not damaged or mistreated. The Contracting Authority shall remain responsible for all pipes and apparatus installed for the supply of Gas that are situated on the Contracting Authority's side of the Meter, and shall ensure that these are maintained in good working order and condition at all times.
- 9.5 For the duration of a pipe-line emergency (as defined in the Supplier's gas supplier's licence) or a national emergency:
- a) the Supplier shall be entitled at the request of the Shipper or the Transporter to discontinue the Supply; and
 - b) the Contracting Authority must refrain from using gas immediately upon being told by the Supplier or the Transporter that it should do so.
- 9.6 The Contracting Authority shall be responsible for all costs and charges associated with any Supply Point that are incurred by the Supplier as a consequence of a failure by the Contracting Authority to comply with Clause 9.5

10. Liability

- 10.1 The Supplier shall not be liable to the Contracting Authority or its agents for any loss arising from any breach of this Agreement other than for losses incurred as a result of damage or destruction of property directly resulting from such breach.
- 10.2 Neither the Supplier or its agents shall in any circumstances whatsoever be liable to the or any other person for:
- a) any loss of profit, loss of revenue, loss of use, loss of contract or business opportunity or loss of goodwill; or
 - b) any special, indirect or consequential loss.
- 10.3 In any event the liability of the Supplier to the Contracting Authority under this Agreement shall not exceed the value of the Gas supplied to the Contracting Authority in the year the liability arose or £5 million pounds, whichever is the lower.
- 10.4 Nothing in this Agreement shall have the effect of excluding or restricting the Supplier's liability for fraudulent misrepresentation, death or personal injury insofar as such exclusion or restriction is prohibited by law.

11. Force Majeure

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

12. Termination

- 12.1 Either party may terminate this Agreement by written notice to the other at any time if:
- a) the other party is in material breach of its obligations hereunder and fails to remedy the same (where remediable) within fourteen (14) days after receiving written notice of the breach from the other party requiring the breach to be remedied;
 - b) the other party ceases to trade or enters into liquidation whether voluntarily or compulsorily or compounds with its creditors or has a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over its assets or undertaking or any part thereof, or if any action, petition, application or proceeding is initiated or resolution passed relating to any of such matters;
- 12.2 The Supplier may terminate this Agreement by written notice to the Contracting Authority at any time if:
- a) any invoice shall remain unpaid for more than fourteen (14) days beyond its due date (except in the case of a valid dispute notified in writing);
 - b) The Supplier ceases to hold a gas supplier's licence;
 - c) in the Supplier's reasonable opinion, the Contracting Authority may be unable to meet its obligations under the Agreement and/or the financial position of the Contracting Authority and/or its ultimate parent company have deteriorated to a level unacceptable to the Supplier, provided in each case that the Supplier shall have given 14 days' notice of such opinion to the Contracting Authority during which time the Contracting Authority shall have failed to provide adequate financial security in respect of its obligations on terms satisfactory to the Supplier;
 - d) there is a change in control of the Contracting Authority such that the ultimate holding company controls less than 50% of (directly or indirectly) the issued share capital of the Contracting Authority.
- 12.3 This Agreement will terminate automatically in respect of a Supply Point in the event of the appointment of a supplier of last resort by Ofgem in respect of that Supply Point.
- 12.4 Any termination of this Agreement shall be without prejudice to any rights or remedies of either party arising before or as a result of termination (including any right of the Supplier to prevent the Contracting Authority transferring to another supplier). All sums due to the Supplier up to the date of cessation of Supply shall be paid by the Contracting Authority in accordance with the agreed payments terms.
- 12.5 In the event of termination by the Supplier pursuant to Clause 12.1 or 12.2, in addition to any sums payable under Clause 12.3, the Contracting Authority agrees to indemnify the Supplier against any losses and expenses incurred in respect of such termination, save that the Supplier shall only be indemnified in relation to the disposal or pre-purchased gas to the extent that it makes neither a profit nor a loss in relation to any such disposal.

13. Meter

- 13.1 Unless otherwise requested by the Contracting Authority, the Supplier will make arrangements to provide metering services.
- 13.2 The Contracting Authority shall provide at least two months' notice of its intention to alter, add or replace part or all of the Meter Installation and may only do so with the Supplier's prior written consent. The Supplier's consent will be required for proposed changes to the Meter Installation (such consent not to be unreasonably withheld) for safety or any other reason. The Contracting Authority shall give details of any change to the Meter Installation within two days after

- completion of the relevant work. If a new Meter is connected to a Supply Point, the Contracting Authority shall notify the Supplier in writing at least two days before beginning to consume Gas. The Contracting Authority shall pay any inspection or other costs reasonably incurred by the Supplier in relation to any proposed changes to the Meter Installation, including the costs of the Supplier inspecting any Meter fitted by a non-registered meter operator.
- 13.3 Data for any Meter which is not owned by us or the Transporter must be provided in a form compatible with the Supplier's and the Transporter's IT systems. For Meters which are to be read daily, read equipment will be provided by the Transporter and there may be an additional charge for providing daily read information to the Contracting Authority.
- 13.4 If in the Supplier's reasonable opinion the level of consumption at the Supply Point indicates that a converter should be fitted to make adjustments for pressure and/or temperature, the Contracting Authority shall fit a converter upon written request by the Supplier.
- 13.5 If the Meter is not owned by the Transporter or the Contracting Authority, the Supplier reserves the right to continue to bill the Contracting Authority for meter charges following the termination of this Agreement until the relevant contract is transferred to the new supplier.
- 13.6 The Contracting Authority may only fit a Meter by-pass with the Supplier's prior written consent (and shall notify the Supplier immediately if a Meter by-pass already exists).
- 14. Meter Access**
- 14.1 The Contracting Authority shall allow the Supplier, the Transporter and their respective agent's safe access to any Supply Point for the purposes of installation, operation, reading, maintenance, testing and removal of the Meter Installation and related equipment or for temporary or permanent suspension or termination of the Supply. The Contracting Authority shall provide at any Supply Point free of charge such supplies of power, water, drainage and protection as the Supplier or the Transporter or their respective agents may reasonably require.
- 14.2 The Contracting Authority shall on or before disposal of any part of the Supply Point in which any part of the Meter Installation or related equipment is laid or installed, and at any time on request by the Supplier, grant to the Supplier and/or the Transporter and their respective agents an easement (in such form as the Supplier may reasonably require) to install, operate, maintain, test and remove such equipment or any part thereof and preventing the Contracting Authority and its successors and assigns from doing anything which might unreasonably prevent or impede access thereto by the Supplier and/or the Transporter and their respective agents.
- 15. Change of Ownership and Supply Point Isolation**
- 15.1 The Contracting Authority shall give the Supplier at least one month's prior written notice of any proposed change of ownership or occupation of the Supply Point (including the full name and current address of the proposed new owner or occupant) and shall remain liable for all charges in respect of the Supply Point under this Agreement until such change has taken place and the Supplier has received such details. The Contracting Authority is responsible for providing a meter reading on the date of transfer.
- 15.2 If during any Contract Period the Contracting Authority ceases to use Gas at any Supply Point, the Contracting Authority may still be charged for all costs reasonably incurred by the Supplier in relation to such Supply Point for the remainder of the Contract Period (or until isolation, if earlier).
- 15.3 A Supply Point may be isolated:
- at the request of the Contracting Authority;
 - following termination of this Agreement by the Supplier;
 - in the event of demolition or substantial redevelopment of the Supply Point;
 - where the Supplier determines necessary for safety reasons
 - if any invoice remains unpaid for more than fourteen (14) days.
- 15.4 Where a Meter Installation is isolated for reasons of debt, the Supplier retains the exclusive right to supply Gas to that Supply Point until this Agreement has terminated and the Contracting Authority has paid all outstanding amounts. The Supplier will regard the reconnection of the gas supply without its prior written permission as theft.
- 15.5 If the supply of Gas to the Supply Point needs to be isolated for any reason, the Contracting Authority shall pay all costs incurred by the Supplier in isolating the Supply Point.
- 16. General**
- 16.1 Risk and title to the Gas shall pass to the Contracting Authority at the Supply Point.
- 16.2 The Contracting Authority consents to data being stored and processed by the Supplier and its associated companies (details of whom are available on request) for any purposes such as credit control and fraud prevention. The Supplier may record or monitor telephone calls to or from the Contracting Authority for training and/or security purposes.
- 16.3 The Contracting Authority may not assign this Agreement without the Supplier's prior written consent. On prior notice to the Contracting Authority, the Supplier may assign and transfer its rights and obligations hereunder to any person authorised to supply gas.
- 16.4 The Supplier reserves the right to modify the terms and conditions of this Agreement to comply with new legislation, statutory instruments, Government regulations or licences or similar events.
- 16.5 This Agreement constitutes the entire agreement between the parties relating to the Supply. The Contracting Authority confirms that it has not entered into this Agreement on the basis of any representation whatsoever concerning the Supplier or the Supply and that no such representation has been given by or on behalf of the Supplier except as set out in this Agreement or as otherwise agreed in writing by or on behalf of the Supplier.
- 16.6 The Contracting Authority warrants that the Supply is not wholly or mainly for domestic purposes, and that all information supplied regarding the Portfolio is up to date and accurate.
- 16.7 Headings in this Agreement are for convenience only and have no legal meaning or effect.
- 16.8 No waiver, failure, or delay by either party in respect of any breach by the other of this Agreement or acceptance of payment or performance shall preclude any right, relief or remedy of the other party, nor shall the same be relied upon as a consent or waiver in respect of such breach whether of a like or different nature.
- 16.9 This Agreement creates no rights for any person not a party to it, whether by virtue of the Contracts (Rights of Third Parties) Act

1999 or otherwise.

- 16.10 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required to be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provision of this Agreement.
- 16.11 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 16.12 The Contracting Authority shall be responsible for all charges in respect of each Supply Point (regardless of the owner or occupant of each Supply Point) unless otherwise agreed in writing by the Supplier.
- 16.13 Should supply continue after this Agreement has terminated, the terms of the Deemed Contract shall apply.

17. Interruption

- 17.1 For the purposes of this clause 17 the phrases below shall have the following meanings:
- "Interruption" means interruption on the Transporter's or Supplier's instruction of the offtake of gas at a Supply Point
 - "Interruption Notice" means a notice instructing the Contracting Authority to interrupt the offtake of gas at one or more Interruptible Supply Points
 - "Interruption Period" means the period of time for which an Interruption Notice is in effect
 - "Interruptible Supply Point" means a Supply Point that is subject to Interruption
 - "Resumption Notice" means a notice instructing the Contracting Authority the time and date when they can resume offtake of gas at one or more Interruptible Supply Point
- 17.2 The Contracting Authority agrees that it will procure throughout the term of this Agreement that each Interruptible Supply Point remains capable of reducing or discontinuing its offtake of gas at all the Supply Meter Points in each such Interruptible Supply Point.
- 17.3 The Supplier or the Transporter may require the Contracting Authority to interrupt the offtake of Gas to any Interruptible Supply Point by issuing an Interruption Notice not less than 4 hours prior to commencement of the Interruption Period.
- 17.4 The Supplier or the Transporter shall serve an Interruption Notice or Resumption Notice on the Contracting Authority in respect of an Interruptible Supply Point by fax, telephone or email to the relevant number specified by the Contracting Authority under Clause 17.6. The Contracting Authority shall acknowledge receipt by way of return fax, telephone or email confirming it will comply with the Interruption Notice.
- 17.5 The Contracting Authority must procure that during any Interruption Period no Gas is offtaken at an Interruptible Supply Point to which an Interruption Notice applies, and will not resume the offtake of Gas at such Interruptible Supply Point until receipt and in accordance with the terms of a Resumption Notice.
- 17.6 The Contracting Authority shall provide a 24 hour telephone and fax service and provide no less than three contact names and details in respect of each Interruption Supply Point for receipt of Interruption Notices from the Supplier or Transporter and ensure that such telephone and fax service is manned at all times. The Contracting Authority agrees that any changes to the telephone or fax numbers or contact details will immediately be notified to the Supplier and the Transporter. The Contracting Authority shall ensure the Supplier and Transporter have current contact details. The Contracting Authority agrees that it will follow any other procedures required during an Interruption Period that are notified to the Contracting Authority from time to time.
- 17.7 If the Contracting Authority fails to suspend offtake of Gas in breach of an Interruption Notice or resumes offtaking Gas prior to the time specified in a Resumption Notice, the Contracting Authority shall be liable to the Supplier on an indemnity basis in respect of (a) the cost of the quantity of Gas offtaken by the Contracting Authority during the Interruption Period; and (b) any charges imposed on the Supplier by the Transporter as a result of the Contracting Authority's failure to comply with the terms of any such Interruption Notice or Resumption Notice.
- 17.8 In any contract year the number of Days in respect of which an Interruptible Supply Point is subject to an Interruption Notice shall not exceed 45.
- 17.9 No Day on which the Contracting Authority fails to comply with an Interruption Notice in respect of any Interruptible Supply Point shall count as a Day which is part of an Interruption Period for the purposes of Clause 17.8.

18. Records and Audit Process

- 18.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the Services provided under it, the contracts entered into with Contracting Authorities and the amounts paid by each Contracting Authority.
- 18.2 The Supplier shall keep the records and accounts referred to in clause 18.1 above in accordance with good accountancy practice.
- 18.3 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the Contracting Authority if requested.
- 18.4 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 18, unless the records reveal a material default by the Supplier in which case the Supplier shall reimburse the Contracting Authority for the Contracting Authority's reasonable costs incurred in relation to requesting and reviewing the records.

19. Confidentiality

- 19.1 Subject to clause 19.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 19.2 Clause 19.1 shall not apply to any disclosure of information:
- required by any applicable law, provided that Clause 21 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
 - that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Agreement;

- c) that is reasonably required by other Contracting Authorities or YPO;
- d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 19.1;
- e) by Contracting Authority of any document to which it is a Party and which the Parties to this Agreement have agreed contains no Confidential Information;
- f) to enable a determination to be made in any dispute;
- g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- h) by the Contracting Authority to any other department, office or agency of the government, provided that Contracting Authority informs the recipient of any duty of confidence owed in respect of the information; and
- i) by Contracting Authority relating to this Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

20. Data Protection

- 20.1 The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the agreement Services shall) comply with any notification requirements under the Data Protection Laws and both Parties shall duly observe all their obligations under the Data Protection Laws, which arise in connection with the agreement.
- 20.2 The Contracting Authority shall allow the Supplier to share information pertinent to the delivery of the Framework Agreement with YPO.
- 20.3 Notwithstanding the general obligation in clause 20.1, where the Supplier is processing Personal Data as a Data Processor for Contracting Authority, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Laws; and
- a) provide Contracting Authority with such information as Contracting Authority may reasonably require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Laws;
 - b) promptly notify Contracting Authority of any breach of the security measures required to be put in place pursuant to clause 20.3; and
 - c) ensure it does not knowingly or negligently do or omit to do anything which places Contracting Authority in breach of Contracting Authority's obligations under the Data Protection Laws.

21. Freedom of Information

- 21.1 The Supplier acknowledges that the Contracting Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIRS). The Supplier shall:
- a) provide all necessary assistance and cooperation as reasonably requested by Contracting Authority to enable Contracting Authority to comply with its obligations under the FOIA and EIRs;
 - b) transfer to Contracting Authority all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - c) provide the Contracting Authority with a copy of all information belonging to the Contracting Authority requested in the request for information which is in its possession or control in the form that the Contracting Authority requires within 5 Working Days (or such other period as Contracting Authority may reasonably specify) of the Contracting Authority's request for such Information; and
 - d) not respond directly to a request for information unless authorised in writing to do so by Contracting Authority.
- 21.2 The Supplier acknowledges that the Contracting Authority may be required under the FOIA and EIRs to disclose information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Contracting Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) Contracting Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 21.3 The Supplier shall be entitled to charge Contracting Authority reasonable expenses for any assistance or cooperation provided pursuant to this Clause 21.

22. Publicity

- 22.1 Unless otherwise directed by Contracting Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Contracting Authority's prior written consent.
- 22.2 Contracting Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on Contracting Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 22.3 The Supplier shall not do anything that may damage the reputation of Contracting Authority or bring Contracting Authority into disrepute.

23. Contracting Authority Rebate

- 23.1 The Contracting Authority may add a rebate ("Rebate") into their Invoicing. In each and every invoice the Supplier shall include the Contracting Authority's quarterly Rebate as part of the Delivery Price, and shall collect the Contracting Authority's Rebate on behalf of the Contracting Authority accordingly.
- 23.2 In order to facilitate the Supplier's payment of the Contracting Authority's rebate to the Contracting Authority hereunder, the Supplier shall produce a spread sheet in Microsoft Excel format detailing:
- a) Contracting Authority's name;
 - b) MPRN;
 - c) account number;
 - d) Premise name (and full address);
 - e) usage that has been billed to the Contracting Authority detailed in therms and kWh; and

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- f) a summary of the Rebate owed to the Contracting Authority.
- 23.4 Such spread sheet shall be delivered in electronic form to the nominated representative for the Contracting Authority by the 1st (first) Business Day of January, April, July and October or at any time as agreed between the Parties.
- 23.2 If the Contracting Authority includes their own Rebate into the final billing rates the Supplier will inform YPO.
- 23.3 The Supplier will only settle the Contracting Authority's Rebate invoice once the corresponding supply invoices have been paid in full.

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24. Prevention of Bribery and Corruption

- 24.1 The Supplier:
- 24.1.1 has not, will not, and will procure that its staff (and any sub-contractors) has not committed and will not commit a Prohibited Act in connection with this Agreement;
- 24.1.2 has not given and will not give any fee or reward to any person which it is an offence under Section 117(2) of the Local Government Act 1972 to receive;
- 24.1.3 warrants represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Contracting Authority or that an agreement has been reached to that effect in connection with the securing or execution of this Agreement, or any other Agreement with the Contracting Authority, excluding any arrangements of which full details have been disclosed in writing to the Contracting Authority prior to the execution of this Agreement.
- 24.2 The Supplier will upon request provide the Contracting Authority with all reasonable assistance to enable them to perform any activity required for the purposes of complying with the Bribery Act, as may be required of the Contracting Authority by any relevant government or agency in any relevant jurisdiction. Should the Contracting Authority request such assistance they shall pay the reasonable expenses of the Supplier arising as a result.
- 24.3 The Supplier will provide to the Contracting Authority certification, if requested to do so, in writing and signed by an officer of the Supplier, of the compliance with this Clause 24 by:
- 24.3.1 the Supplier and
- 24.3.2 all persons associated with the Supplier; and
- 24.3.3 any other persons who are supplying Services in connection with this Agreement.
- 24.4 If requested, certification will be provided to the Contracting Authority within 15 working days of the Commencement Date and annually thereafter for the Term. The Supplier will provide any evidence of compliance as may reasonably be requested.
- 24.5 The Supplier will have in place an anti-bribery policy for the purpose of preventing any of its staff from committing any Prohibited Act. Such policy shall be disclosed to the Contracting Authority (if requested) and enforced by the Supplier where appropriate.
- 24.6 Should the Supplier become aware of or suspect any breach of Clause 24.1 it will notify the Contracting Authority immediately.
- 24.7 Following notification under Clause 24.6 the Supplier will respond promptly and fully to the enquiries of the Contracting Authority, cooperate with any investigation undertaken and allow them to audit any books, records and other relevant documentation. The Supplier's obligations under this Clause 24.7 shall survive the expiry or termination of this Agreement for a further period of 6 years.
- 24.8 The Contracting Authority may recover in full from the Supplier and the Supplier shall indemnify the Contracting Authority in full from and against any other loss sustained by them in consequence of any breach of this Clause 24 (Prevention of Bribery and Corruption), whether or not the Agreement has been terminated.
- 24.9 The Contracting Authority may terminate this Agreement and any Order immediately upon serving written notice if the Supplier, its staff or any sub-contractors whether or not acting with the Supplier's knowledge, breaches Clause 24.1. Before exercising its right of termination under this Clause 24.9 the Contracting Authority will give all due consideration to other action beside termination unless the Prohibited Act is committed by:
- 24.9.1 the Supplier or a senior officer of the Supplier; or
- 24.9.2 a member of Staff, sub-contractor who is not acting independently of the Supplier. The expression 'not acting independently of' (when used in relation to the Supplier or sub-contractor) means and shall be construed as acting;
- (a) with the authority of; or
- (b) with the actual knowledge of any one or more of the Supplier's or sub-contractors (as applicable) directors or Partners; or
- (c) in circumstances where any one or more of the directors (or Partners) of the Supplier or sub-contractor (as applicable) ought reasonably to have had knowledge.
- 24.10 Any notice of termination by the Contracting Authority under Clause 24.9 must specify:
- 24.10.1 the nature of the Prohibited Act;
- 24.10.2 the identity of the person whom the Contracting Authority believes has committed the Prohibited Act; and
- 24.10.3 the date on which this Agreement will terminate.
- 24.11 In the event of any breach of Clause 24.1 the Contracting Authority is entitled to recover from the Supplier the value of any gift, consideration or commission provided in connection with the Prohibited Act.
- 24.12 Termination under Clause 24.9 will:
- 24.12.1 be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Contracting Authority under this Agreement.
- 24.12.2 prohibit the Supplier from claiming any damages for early termination; and
- 24.12.3 allow the Contracting Authority to recover from the Supplier the amount of any loss suffered by them resulting from the termination; or
- 24.12.4 entitle the Contracting Authority to be indemnified by the Supplier for any additional costs losses, damages or expenses incurred in re-procuring and obtaining the services from another party.

Definitions in relation to Prevention of Bribery and Corruption

'Prohibited Act' means any of the following acts, as described in the Bribery Act:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority a financial or other

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advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Contracting Authority; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Contracting Authority.