

**GAS SUPPLY CONTRACT**

**Contract Number:** [REDACTED]

**Between**

**LCC Group LIMITED t/a GO Power (“Go Power”)**

**AND**

**His Majesty’s Revenue and Customs (“the  
Customer”)**

**For the Supply Period:**

**1<sup>st</sup> October 2023 to 30<sup>th</sup>**

**September 2026**

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This contract is for the Supply of Gas to Metered Premises (the “ **Energy Supply Contract**”) dated the 8<sup>th</sup> November 2023.

## **Section 1      The Parties**

### **1.1   BETWEEN:**

- (a)      **LCC GROUP LIMITED t/a GO Power**, a private limited company with registered number NI 31142 and having its registered office at 16 Churchtown Road, Cookstown, County Tyrone, BT80 9XD (“**GO Power**”); and
  - (b)      **HM Revenue and Customs**, having its registered office at **100 Parliament Street, London, SW1A 2BQ** (the “**Customer**”),
- each a “Party” and together the “Parties”.

### **1.2   WHEREAS:-**

- (a)      GO Power has received a request from the Customer in relation to supplying natural gas at the Customer’s premises (the details of such premises as are set out in Appendix 1 of this energy supply contract) for the supply of natural gas on a firm basis to Metered Premises together with the schedules attached hereto (as may be amended from time to time in accordance with the provisions contained herein) at Appendix 1 (the “**Terms and Conditions**”).
- (b)      GO Power has agreed to supply and the Customer has agreed to purchase and pay for the supply of natural gas in accordance with the terms and conditions of this Agreement.
- (c)      GO Power has obtained a licence to supply natural gas to customers from the Utility Regulator under Section 8 of the Gas (Northern Ireland) Order 1996, together with requisite consents, authorisations and approvals which are required to supply gas in accordance with this Agreement.

**IT IS AGREED as follows:**

## **Section 2      Terms and Conditions, Definitions and Entire Agreement**

- 2.1      The Agreement between the Customer and GO Power consists of
- i)      this Supply Contract and any Schedules attached thereto,
  - ii)     the Standard Terms and Conditions for Gas Supply attached at Appendix 1

All terms not otherwise defined herein shall have the meaning given to them in the Standard Terms and Conditions.

- 2.2 The headings contained in the Contract are inserted for convenience of reference only and shall not form part of nor affect the construction or interpretation of any provision of the Contract.
- 2.3 The Customer acknowledges that it has read the Contract, understands it, has taken appropriate commercial, technical and legal advice in respect of the Contract and agrees to be bound by and comply with its terms and conditions.
- 2.4 The Customer also acknowledges that GO Power (nor any of its employees, officers, agents or subcontractors) is not acting, and will not act, as an adviser to the Customer in respect of the Agreement or any right of the Customer hereunder. The Customer confirms and agrees that it:
  - 2.5.1 is acting for its own account; and
  - 2.5.2 has made, and will at all times make, its own independent decisions as to whether:
    - (a) to enter into the Agreement and exercise any right or assume any liability hereunder;
    - (b) the Agreement and the exercise of any right hereunder is appropriate or proper for it,  
based on its own judgment and on advice from such independent professional advisers, consultants or agents as they have deemed necessary;
  - 2.5.3 is not relying, and will not at any time seek to rely, on any communication (written or oral) from Go Power as advice or a recommendation in respect, or an assurance or guarantee as to the results, of entry into this Agreement or any exercise of any of the Customer's rights hereunder, it being acknowledged and understood by the Customer that information and explanations given by Go Power in respect of the Agreement do not constitute, and will not be treated by the Customer as constituting, any such recommendation, advice, assurance or guarantee; and
  - 2.5.4 is and will remain capable (based on their own judgment and on advice from such independent professional advisers, consultants or agents as they have deemed necessary) of assessing the merits, and understanding and assuming the risks, of the Agreement and each exercise by them of their rights under this Agreement and they understand and accept, and will continue to understand and accept, the terms, conditions and risks of the Agreement and each such exercise.
- 2.6 GO Power confirms and agrees that the supply of natural gas by them will be carried out:
  - (a) with reasonable skill and care;
  - (b) in accordance with Good Industry Practice; and
  - (c) in a proper, lawful, efficient and business-like manner.

- 2.7 The Customer agrees that the Agreement represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter of this Agreement and supersedes any previous agreement between the Parties hereto. Without prejudice to the generality of the foregoing the Customer agrees that its rights and remedies in this Agreement are exclusive and not cumulative and excludes any warranty, condition or other undertaking expressed or implied by law, statute or by custom.
- 2.8 This Agreement may only be amended by agreement in writing duly signed by persons authorised to sign agreements on behalf of the Customer and the Supplier.

### **Section 3 Customer Agreement Details**

#### **3.1 Term**

The Agreement is entered into on the date hereof and shall continue for the Term as specified in Schedule 2(subject to and in accordance with termination provisions contained within the Standard Terms and Conditions).

#### **3.2 Invoiced Charges**

The Invoiced Charges will be calculated as detailed in Schedule 2 and shall be payable in accordance with the Terms and Conditions. If applicable, the Prices are subject to VAT at the applicable rate (or such other rate as is determined from time to time by the government of Northern Ireland) and to such deductions and/or withholdings as are required to be made by the Supplier pursuant to law or practice of the revenue commissioners.

#### **3.3 Sites /SMPs to be Supplied**

The locations of the Customer's premises / Supply Meter Point number ("**SMP**") to be supplied by the Supplier are set out in Schedule 1 of the Terms and Conditions

3.4 Address for Notices: –

3.4.1 Supplier/GO Power:

Address: GO Power  
16 Churchtown Road,  
Cookstown,  
County Tyrone,  
BT80 9XD

Tel: [REDACTED]

Email: [REDACTED]

For the attention of: [REDACTED]

3.4.2 The Customer: HM Revenue and Customs

Address: 100 Parliament Street  
London  
SW1A 2BQ

Email: [REDACTED]

For the attention of: [REDACTED]

### 3.5 Customer details

Business Name	HM Revenue and Customs
Billing Address	██████████
Contact Name	██████████
Contact Name Position In Business	
Accounts Payable Contact	██████████
Telephone Number	
Email Address	██████████

### 3.6 Declaration

The Customer confirms that the information that it has provided to GO Power is correct and the locations of the Customer's sites / SMPs to be supplied by GO Power (as set out in Schedule 1) are currently supplied with mains gas (or will be so supplied by the date(s) given in Schedule 1) and are commercial premises and GO Power may:

- 3.1.1 use the information to make or obtain enquiries, searches and references about the Customer and / or the Customer's business from any person including any credit reference agency, the Customer's previous Supplier or the Network Operator; and
- 3.1.2 keep and use information about the Customer, and / or the Customer's business, which may also be disclosed to, and used by other persons as necessary, for administering the Customer's account(s) and / or GO Power's business generally, for assessing applications for credit by the Customer and for fraud prevention, tracing debtors and / or debt collection.

### 3.7 Incorporation

The provisions of the Standard Terms and Conditions are deemed to be incorporated into this Energy Supply Contract.

### 3.8 Conflict

In case of conflict between any of the documents accompanying the Energy Supply Contract, the following order of priority shall apply:

- (a) Energy Supply Contract
- (b) Standard Terms and Conditions (together with its Schedules)



**In witness hereof, GO Power and Customer have entered into this Contract the day and year first herein written.**

Signed for and on behalf of

**LCC Group Limited T/A GO POWER**

by its duly authorised representative:-

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Signed for and on behalf of

**HM Revenue & Customs**

by its duly authorised representative:-

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## **List of Schedules to the Supply Agreement**

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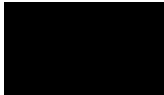
- 1 – Summary of Supply Meter Point Number (SMPs)
- 2 – Pricing Details and Commercial arrangements

## Schedule 1 – Summary of Supply Meter Point Number (SMPs) Details

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### Supply Location

### Meter Details

Erskine House 20 Chichester Street Belfast BT1 4LB	SMP:  Meter Serial Number:  Meter Category:	
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## Schedule 2 – Pricing Details and Commercial arrangements

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### 1. Contract Supply Term

The Contract is for 36 Months supply from 1<sup>st</sup> October 2023 until 30<sup>th</sup> September 2026, inclusive.

The Supply Period Start Date may be delayed where a third party supplier that is registered to the customers meter objects to the transfer of the meter to LCC Group Ltd T/A Go Power on the basis of an outstanding debt owed by the customer to the supplier. Where there is an outstanding debt on a customer's account a debt flag is raised.

### 2. Interruptible Meter Categories

If your meter type is categorised as interruptible, the following contractual conditions apply:

In accordance with network rules, this contract subjects you as the customer to give effect to Interruption as per Network Code requirements and subject to our terms and conditions of energy supply.

### 3. Payment Terms

Payment is to be made by the Customer by BACS on or before the 21st day of the month following supply.

### 4. Price

Gas commodity Pence/kWh	Supplier Management Fee Pence/kwh	Tariff Type

#### 4.1 Shrinkage

Shrinkage factor will be added to the Gas Commodity at the regulated rate. This is subject to change if a new factor is approved by the Regulating Authorities

## **4.2 Pass Through Charges**

Have the meaning given to them in Clause 1 of the Terms and Conditions. Pass through charges are not included in the relevant component of the Gas Commodity price above and are charged in addition.

The pass through elements of this contract are subject to change as the new rates are published by the Network Operators and Regulating Authorities throughout the year.

All approved pass through charges will be itemised separately in the customer invoice and will include the following:

### **Capacity Charges**

Phoenix Natural Gas ("**PNG**") distribution capacity charges and Moffat Exit and Entry Capacity Charges.

### **Transmission Charges**

GMO Transmission Commodity, PNG Postalised Capacity, PNG Distribution Commodity, UK Transportation National Transmission System ("**NTS**") System Operator ("**SO**") & Transportation Owner ("**TO**") Exit Charges as published by National Grid Transco and amended from time to time. (UK Transmission charges are normally fixed for 6 months from 1<sup>st</sup> April and 1<sup>st</sup> October each year)

Northern Ireland Transportation Charges (Transmission and Distribution) are calculated in accordance with charges approved by the Northern Ireland Authority for Utility Regulation. Distribution Charges are usually fixed for 12 months from 1<sup>st</sup> January to the 31<sup>st</sup> December of the same year. Transmission charges are usually fixed for 12 months from 1<sup>st</sup> October one year to 30<sup>th</sup> September of the following year)

VAT and CCL Charges are NOT included in the fixed price and will be itemised separately and charged as pass through elements on the customer invoice. This is a non exhaustive list and may be subject to change from time to time to reflect any governmental, regulatory or other charges imposed or varied.

## **4.3 Overrun Charges**

All overrun charges, if applicable, incurred by any of the SMPs listed in the agreement during the supply period will be charged on to the customer.

## **APPENDIX 1**

### **TERMS AND CONDITIONS OF GAS SUPPLY**