

# Terms and Conditions of Supply of Electricity or Gas between Corona Energy Retail 4 Limited (“we/us”) and the Customer (“you”)

## 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](http://ico.gov.uk).

## Definitions

‘Actual Consumption’ means the aggregated consumption of Energy consumed by all Supply Points over any specified time.

‘Agreement’ means the agreement formed by this contract, comprising these Terms and Conditions, any Schedules that apply and the Particulars of Contract.

‘AMR’ means an Automated Meter Reading device.

‘Contract Period’ means in respect of gas: any period beginning at 05:00hrs hours on the Start Date and ending at 05:00hrs hours on the End Date and in respect of electricity: any period starting on the Start Date and ending on the End Date as set out in the Particulars.

‘Contract Price’ means the price charged to you for the supply of Energy during any Period.

‘Contract Year’ means the period of one year beginning on the Start Date or an anniversary thereof.

‘Customer, you, your’ means the customer identified in the Particulars that has contracted on the terms of this Agreement for the supply of Energy.

‘Deficit Energy’ means the amount by which Actual Consumption falls short of the lower

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Forecast Tolerance over any specified time.

‘Distributor’ means the distribution network operator company responsible for operating the electricity or gas distributions network to which your Supply Points are connected.

‘End Date’ means the date when the Period ends as stated in the Particulars.

‘Energy’ means the electricity and/or the gas supplied by us to you under this Agreement.

‘Fixed Price Period’ means any fixed price period detailed in your Particulars.

‘Forecast Consumption’ means the estimated amount of Energy that you are expected to consume over any specified time as set out in the Particulars.

‘Forecast Tolerance’ means between 80% and 120% of the Forecast Consumption in any given period.

‘Government Authority’ means, in respect of any country, any national, regional, state, or local government, any subdivision, agency, commission or authority thereof (including any quasi-governmental agency) having jurisdiction over a party to this Agreement, as the case may be, and acting within its legal authority.

‘Licences’ means the licences that OFGEM gives us to supply gas and/or electricity details of which can be found at [www.ofgem.gov.uk/LICENSING/WORK/Pages/licence-conditions-consolidated.aspx](http://www.ofgem.gov.uk/LICENSING/WORK/Pages/licence-conditions-consolidated.aspx);

‘Meter’ means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring Energy consumed at the Supply Point, including data transmission equipment.

‘Meter Installation’ means the Meter and all associated installation materials or apparatus as at the date on which we become the registered supplier with the Distributor or Transporter in respect of the Supply Point.

‘Microbusiness’ means a business which:

- a) Has an Actual Consumption or Forecast Consumption of less than 293,000 kWh of gas per year (where this is a gas supply Agreement) or 100,000 kWh of electricity per year (where this is an electricity supply Agreement); or
- b) Has fewer than 10 employees and an

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|                         |   |
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|                         | annual turnover or annual balance sheet not exceeding €2million   |
| ‘OFGEM’                 | means the Office of Gas and Electricity Markets   |
| ‘Out-of-Contract Rates’ | means the rate the Supplier publishes as such from time to time on its website.   |
| ‘Particulars’           | means the particulars of contract that sets out certain information regarding the terms of supply of Energy to you.   |
| ‘Period’                | means the duration of this Agreement as stated in the Particulars and as extended in accordance with clause 1.6.  |
| ‘Person’                | means any individual, sole proprietorship, corporation, trust, company, voluntary association, partnership, joint venture, limited liability company, limited liability partnership, unincorporated organization, institution, Governmental Authority or any other legal entity.  |
| “Renewable Energy”      | means in the case of:<br>(a) electricity – the agreed percentage of electricity deemed to be renewable as delivered by us by purchasing Renewable Energy Guarantee of Origin (REGO) certificates issued by the energy regulator, Ofgem. REGOs are issued to eligible renewable generators in respect of every MWh of eligible renewable electricity output. For each compliance year, we purchase certificates to prove that we supply renewable electricity to you. The purpose of the certificate is to prove that energy was produced from renewable sources. We shall purchase sufficient REGOs to match your electricity usage as per our read data at the time of the relevant annual REGO submission period to Ofgem.<br>(b) gas – green gas delivered by us by purchasing the equivalent number of Renewable Gas Guarantees of Origin (RGGO) (or certificates of another name). The RGGO certificate is evidence that green gas was produced from biogas or biomethane sources and has been injected into the gas system. RGGOs are issued by relevant bodies in the UK and Europe once the green gas has been injected into the gas system and allow the tracking of green gas through the supply chain to ensure that there is no double selling of green gas units. Subject to clause 11.1, we shall purchase sufficient RGGOs to match your green gas requirement as per our forecast of your use of gas, or as advised by you in writing from time to time |

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|                          | (subject to our agreement) ( <b>Renewable Energy Demand</b> ) for the RGGO Period to prove that we supply green gas to you.   |
| ‘RGGO Period’            | means the Contract Period for which RGGO (or certificates of another name) will be purchased by us for you equal to your Renewable Energy Demand for the RGGO Period.   |
| ‘Site’                   | means the location(s) at which you consume Energy as identified in the Particulars.   |
| ‘Start Date’             | the date on which we have agreed to begin the supply of Energy to you under this Agreement or when your new connection meter is installed.  |
| ‘Supplier, we, us’       | means Corona Energy Retail 4 Limited, the company that is supplying your Energy under this Agreement.   |
| ‘Supply Point’           | means the point(s) at which we shall make Energy available to you under this Agreement.   |
| ‘Surplus Energy’         | means the amount by which the Actual Consumption exceeds the upper Consumption Tolerance over any specified time.   |
| ‘System Buy Price’       | means the price paid by the BSC trading parties for Deficit Energy.   |
| ‘System Sell Price’      | means the price paid to BSC trading parties for Surplus Energy.   |
| ‘Terms and Conditions’   | means the terms and conditions set out in this document.  |
| ‘Transporter’            | means for the supply of electricity the operator of a transmission system or for the supply of gas the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected.  |
| ‘VCO’                    | means Voluntary Carbon Offset which is a tradable voluntary carbon offset unit issued by the Verra Registry (or such other comparable registry as we may notify you from time to time) which represents the offset, to the closest tCO <sub>2e</sub> , of greenhouse gas emissions including carbon dioxide (CO <sub>2</sub> ) or CO <sub>2</sub> equivalent (collectively “Carbon Emissions”). |
| ‘VCO Volume’             | means the quantity of VCOs required to offset the expected Carbon Emissions (as calculated by us) in respect of the estimated amount of gas we expect you to consume as at the date of this Agreement and throughout the Contract Period.   |
| ‘Wholesale Energy Price’ | means the future prices for gas or electricity as set out in the ICE Settlement   |

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Price published on or about the relevant dates. In the event the ICE Settlement Price is not available we will substitute an alternative index.

### 1. Duration

- 11 This Agreement comes into effect from the date we accept acceptance. Our obligation to supply Energy to you will begin on the Start Date. You will use all reasonable efforts to ensure that we can supply Energy to you on the Start Date.
- 12 In the case of a new connection contract you will be subject to the daily standing charge from the date of this contract rather than the commencement of supply.
- 13 We will follow industry processes and transfer or install the meters for your Sites to us from your previous supplier within 21 days of this Agreement unless:
  - 13.1 The Start Date in the Particulars is more than 21 days after the date of this Agreement in which case we will transfer or install the meters for the Sites on the Start Date; or
  - 13.2 Your previous supplier blocks the transfer to us; or
  - 13.3 We do not have the correct information to complete the transfer or meter installations (having taken all reasonable steps to obtain the information from you or elsewhere); or
  - 13.4 Works need to be carried out due to the supply being through an exempt distribution system; or
  - 13.5 We cannot complete the transfer or install the meters for reasons outside our control.
- 14 We reserve the right to charge for costs incurred by us in the event that the transfer or a meter install does not occur on time due to your act or omission. For the avoidance of doubt, should the events described in 1.3.2 to 1.3.4 occur, this will constitute a breach of this Agreement by you.
- 15 If any of the information you have provided to us is inaccurate this may lead to us terminating this Agreement before the Start Date. In particular we may terminate the Agreement if:
  - 15.1 There is a Green Deal attached to any Site that is subject to this Agreement
  - 15.2 There is a pre-payment meter or other meter at any Site that is subject to this Agreement that we cannot support (although we reserve the right to continue the supply and change the meter in accordance with clause 5.5).
- 16 This Agreement shall continue in full force and effect until terminated in accordance with its terms. Approximately 60 days before the End Date we will endeavour to contact you as part of our renewal process to discuss renewing this

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Agreement for a further period. Regardless of the above, if you:

- a) are not a Microbusiness and have not served notice to terminate this Agreement at least 30 days prior to the end of the Period or Fixed Period, this Agreement will be automatically renewed or extended for a further Period of 12 months, subject to credit, and your Contract Price shall be different in accordance with clause 2.4; or
- b) are a Microbusiness, you will not be required to serve a notice to terminate this Agreement at the end of the Period or Fixed Period. This Agreement will be automatically renewed or extended for a further Period of 12 months, subject to credit, and your Contract Price shall be different in accordance with clause 2.4; during which you will be able to transfer your supply to another energy provider. For the avoidance of doubt, such transfer of supply must only occur once the Period or Fixed Period comes to an end.

### 2. Price

- 2.1 Where you have opted for the **Fixed Price Product** on your Particulars:
  - 2.1.1 Subject to any other provisions of this Agreement you will be supplied for the Period at the Contract Price shown in the Particulars until the stated End Date for that Period.
  - 2.1.2 We reserve the right to vary the non-commodity elements of the Contract Price where the final costs deviate from any estimates to an extent which we could not reasonably have foreseen. This includes but is not limited to (a) any cost increases or new charges or different charging structures imposed by any third party (including but not limited to the Distributor, the Transporter or metering agency); (b) cost increases arising from changes in law, regulation, levies, duties or tax; or (c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect (for example, meter ownership status).
  - 2.1.3 We reserve the right to vary the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM'S Targeted Charging Review.
  - 2.1.4 Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:
    - 2.1.4.1 An additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

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2.1.4.2 An additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System SellPrice.

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance.

22. Where you have opted for the **Standard Product** on your Particulars we reserve the right to vary the Contract Price to reflect:

221. (a) any cost increases or new charges or different charging structures imposed by any third party (including but not limited to the Distributor, the Transporter or metering agency); (b) cost increases arising from changes in law, regulation, levies, duties or tax; (c) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect (for example, meter ownership status); or (d) the rate charged to us for feed-in tariff charges or the rate charged to us for renewables obligations changes; and

222. We reserve the right to vary the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM'S Targeted Charging Review.

223. Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:

2231. An additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

2232. An additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System SellPrice.

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance.

23. Where you have opted for the **Shift Standard Product** on your Particulars we reserve the right to vary the Contract Price to reflect:

231. (a) any cost increases or new charges or different charging structures imposed by any third party (including but not limited to the Distributor, the Transporter or metering agency); (b) cost increases arising from changes in law, regulation, levies, duties or tax; (c) where information provided to us by you to help us calculate the Contract Price turns out to be

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incorrect (for example, meter ownership status); or (d) the rate charged to us for feed-in tariff charges or the rate charged to us for renewables obligations changes; and

232. We reserve the right to vary the Contract Price due to charges imposed by the Distributor and/or Transporter as a result of OFGEM'S Targeted Charging Review.

233. Where your Actual Consumption in any forecast period falls outside the Forecast Tolerance then we reserve the right to charge you:

2331. An additional amount in respect of Surplus Energy at the difference between the Contract Price and the System Buy Price; or

2332. An additional amount in respect of the Deficit Energy at the difference between the Contract Price and the System SellPrice.

2333. An additional amount in respect of the under recovery of any third party charges (including but not limited to the Distributor and/or the Transporter).

Together with an administration fee of 3% of your Contract Price against the surplus or deficit outside the Forecast Tolerance.

24. After the end of any Period or Fixed Price Period we may vary the Contract Price for subsequent Periods by giving you not less than 30 days prior written notice. Where we continue to supply you and an extended term is not offered, the terms of this Agreement will continue to apply except that our Out-of-Contract Rate shall apply to this Agreement.

25. Energy supplied after the end of the Fixed Period of this Agreement shall be on the same terms as this Agreement except that our Out-of-Contract Rates shall apply to this Agreement. Where we own the Meter, we reserve the right to continue to bill you for Meter charges following termination of this Agreement until the Meter is transferred to a new owner.

26. For the avoidance of doubt, the Contract Price is applicable only to the Sites agreed to be supplied at the Start Date or at the commencement of subsequent Periods. Any sites which you wish to add to this Agreement during a Period will be the subject of a separate price quote from us.

27. We reserve the right to vary the charges where the Transporter, Distributor, government or governmental body issues a gas deficit warning or a gas deficit emergency for the duration of the warning or emergency

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to cover the additional costs of Energy purchases.

28. Your Contract Price assumes that we will be providing meter operator services. If you employ your own meter operator or we are required to change a meter to enable us to supply you we reserve the right to adjust your Contract Price.
29. Where we have agreed with you a Period that has an End Date more than 40 months from the date this Agreement comes into effect, we reserve the right to vary the Contract Price if at any time during the Period the Wholesale Energy Price at the time of purchase exceeds 125% of the Wholesale Energy Price at the effective date of the agreement.
210. In the event that we require a security deposit, the deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-06-24 Ref: Customer’s name.

### 3. Payment

31. We will invoice you by e-billing on a monthly basis for Energy supplied. Should you require a paper invoice, there will be an additional charge. You must pay each invoice in full within 10 days of the date of invoice (unless agreed otherwise in the Particulars).
32. If you fail to pay any invoice or charge by the due date we may charge you and you must pay us:
321. interest at the rate of 8% above the base lending rate of Bank of England, and
322. a late payment fixed charge per invoice in accordance with the levels set out in the Late Payment of Commercial Debts legislation and regulations.

Where any invoice or charges is unpaid by the due date, we may physically or remotely disconnect or de-energise your Energy supply and we may prevent you transferring to another Energy supplier by lodging an objection (irrespective of your termination rights).

33. All prices are exclusive of Value Added Tax, Climate Change Levy, and any other similar taxes which will be added to your invoices where appropriate. You are responsible for providing any applicable exemption or reduced rate certificate. If you do not provide the appropriate certificate the tax will be charged at the full standard rate until such time as you do provide it. Any back-dating of reduction or exemption will be applied only at our absolute discretion and such reduced rate or exemption shall only apply from the date we receive the reduced rate or exemption certificate from you and in any event shall not exceed any back-date time periods provided for by HMRC or regulatory guidance.
34. All payments must be made by direct debit unless stated otherwise in the Particulars. Failure to do so may result in

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termination of the Agreement or an increase in the Contract Price by 1p/kWh. We do not accept payment by cheque.

35. Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes.
36. If you are a Microbusiness and we invoice you incorrectly due to unforeseeable circumstances, you will not be required to pay any charges for the supply that could reasonably relate to Energy used more than 12 months ago. However, we can charge you more than 12 months after you have used the Energy if:
- 3.6.1 we have not been able to send you an invoice for the correct amount of Energy used because of your obstructive or unreasonable behaviour (for example, if we identify a problem, you have acted unlawfully and tampered with your Meter or you have not kept your Meter in working order, we make reasonable requests to access the Meter or try to obtain a Meter reading and you refuse or ignore us or if you have stolen Energy);
- 3.6.2 we have not been able to recover the charges (including the Contract Price) for unpaid Energy, despite sending repeated demands for payment; or
- 3.6.3 we are allowed to do so under any energy legislation and/or any regulation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy).
- 3.7. We may check your credit standing at any time before or during this Agreement. If you repeatedly fail to pay bills on time and if we have concerns about your credit standing, or if we reasonably believe that you may not be able to pay your bills on time and in full, we may:
- 3.7.1 require you to pay us a security deposit or to increase any security deposit that we already hold on your behalf. We do not pay any interest on security deposits held by us; or
- 3.7.2 require you to arrange for a guarantee in the form we request from your parent company or from one or more directors, partners, shareholders, members or some other third party (who we agree to being your guarantor) confirming that they will be responsible for any amounts due under this Agreement; or
- 3.7.3 require you to provide any other form of security.

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IT systems.

**4. Meter Reading**

41. You should read the Meter and provide us with dated photographs of each of its registers the day before the Start Date, and at least once every six months thereafter. A Meter reading is taken as proof of your usage unless the Meter is found to be faulty to a degree exceeding that permitted by law.

42. Where we have asked you to provide a Meter reading and you have not done so we will estimate your usage for invoice purposes. There will be an administrative charge of £50 to cover the work involved in the estimation.

**5. Meter Access, Accuracy and Maintenance**

51. Unless otherwise agreed, we will make arrangements for the provision and maintenance of the Meter Installation, and you will at all times allow us, the Transporter, the Distributor and our respective agents safe access to a Site to install, operate, read, maintain, test, isolate or remove the Meter Installation where necessary and, if requested, you will grant us an easement for this purpose. You will allow us to inspect the Meter after the end of our supply to you to obtain a meter reading.

52. You will not alter, add to or replace any part of the Meter Installation without our prior consent, which may be withheld for safety or other reasons.

53. The Meter shall be deemed to be accurate and fit for purpose unless (a) either party is notified by the other that its accuracy is disputed and (b) a test confirms inaccuracy outside the prescribed margins of error. If we ask to test your meter or smart meter we will arrange for and you will allow testing by a qualified person. We will pay for the test if we request it. If you ask us to test your meter, you must pay for it before we carry out the test. If the meter is:

5.3.1 working properly, we will not refund the amount you paid for the test;

5.3.2 not correctly recording the energy you use, we will refund the amount you paid for the test. If the meter or smart meter has been incorrectly recording your energy usage and you have paid for:

5.3.3 over-recording and you have paid for more energy than you should have, we will pay you back the amount you have overpaid; or

5.3.4 under-recording and you have paid for less energy than you should have, we will send you a bill in relation to such underpayment which you must pay by the due date.

54. Any Meter which is not owned by us, the Transporter or the Distributor must provide data in a form compatible with our IT systems and the Distributor or Transporter's

55. We reserve the right to remove any Meter and replace it. We also reserve the right to operate the meters in a manner that enables us to provide the supply to you including, but not limited to, altering the timing configuration to conform to any new industry standard, operating smart meters in dumb mode or fitting AMR in accordance with clause 5.9.

56. If we arrange an appointment with you and a third party to exchange or read a Meter, you will ensure that you or your agents will attend the appointment with the third party. If you or your agents do not attend the appointment and we are charged a cancellation fee by the third party, you agree to pay this cancellation fee in full when invoiced by us by the due date.

57. You may request that we install an (“AMR”) device or smart meter at your Site(s). All such requests will be subject to Site surveys and agreement between us and you before installation takes place.

58. Installation of AMR devices or smart meters is subject to a Site survey. If we can install our standard AMR device without additional work then there will be no additional charge to you. If additional work is required or we need to install a different device or a smart meter we will discuss the options with you before proceeding.

59. We reserve the right to install either an AMR device or smart meter at your Site(s) and you agree to allow us to do this. For a smart meter to be included in your contract (either for electricity and/or gas or both), you:

5.9.1 agree that (a) for electricity, this will be scheduled by us once we complete the enrolment process to become a DCC user as authorised by the Smart Energy Code (SEC) Panel, and will be subject to the availability of Smart Metering equipment from our appointed Meter Operator (MOP); and (b) for gas, this will be scheduled by us once we complete the enrolment process to become a DCC user as authorised by the Smart Energy Code (SEC) Panel, and will be subject to the availability of Smart Metering equipment from our appointed Meter Asset Provider (MAP) and/or Meter Asset Manager (MAM).

5.9.2 acknowledge that subject to clause 5.9.1, for a Gas Smart meter to be installed by us, a Smart Electricity meter must already be installed and enrolled under the DCC at the Site (either supplied by ourselves, or another supplier). If there is no Electricity Smart Meter installed at the Site in question, we will be unable to install the Gas Smart meter and will defer the installation of the Gas Smart meter until such time as a DCC enrolled Electricity Smart meter is installed at the Site.

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- 5.10. To the extent permitted by law, we shall have no liability to you with respect to clause 5.9 for any technical problems of any kind which may limit or prevent installation of smart meters at your Site; and/or any other events beyond our control that may cause the installation of smart meters to be disrupted or cancelled.
- 5.11. If you have a smart meter or AMR device at any of your Sites you consent to us obtaining consumption data for periods of less than 1 month. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You may ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.
- 5.12. Where you wish to appoint your own metering agent(s) (“**Customer Metering Agent**”), which shall be at your own cost, clauses 5.13 to 5.16 shall apply.
- 5.13. You must ensure that the Customer Metering Agent(s):
  - 5.13.1 are properly qualified;
  - 5.13.2 are able to meet any reasonable requirement specified by us in relation to services provided by the Customer Metering Agent; and
  - 5.13.3 operate in accordance with good industry practice, relevant legislation and industry codes of practice.
- 5.14. We may reject or delay the appointment of the Customer Metering Agent where we have reasonable grounds to do so.
- 5.15. If the Customer Metering Agent fails to perform; ceases to be properly qualified; causes or may cause us to be in breach of our supply licence and/or fails to perform in accordance with good industry practice, relevant legislation or industry codes of practice, we may:
  - 5.15.1 appoint a replacement metering agent of our choice and charge you for the costs of the services provided by such replacement metering agent; and/or
  - 5.15.2 pass through to you any costs or losses we incur, including but not limited to additional operating costs, regulatory/industry fines or penalties, and you agree to indemnify us for any costs, fines or penalties; and/or
  - 5.15.3 charge you our Out of Contract Rate until such time you or your Customer Metering Agent have resolved the issues to our satisfaction.
- 5.16. You shall ensure that any Meter or smart meter provided by you complies with all relevant regulatory requirements.

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**6. Safety and Emergencies**

- 61. You undertake not to use Energy in any way likely to risk any person’s health and safety or to risk any damage to property.
- 62. If there is a problem with your supply you should contact your Transporter or your Distributor which is named in the Particulars. You will find contact details for your Transporter or Distributor on your invoices or on our website.
- 63. You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant wires, connections, pipes and apparatus downstream of the Meter and for paying any call out or repair costs in connection therewith.
- 64. You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of Energy where there is an emergency or where such instruction is given pursuant to obligations imposed onus by law, regulation or under our supplier’s licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act1976.
- 65. We need you to provide us with contact details of at least one person at each Site who will be our primary contact for emergencies and account administration. You agree to update us with any changes to these contactdetails.
- 66. You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 5 and 6 of this Agreement.

**7. Change of ownership, Isolation, Reconnection and De-Energised or Disconnected Sites**

- 7.1. If you intend to leave a Site during a Period including before the commencement of supply you will continue to be liable for our charges under this Agreement in respect of that until each of the following conditions are complied with:
  - 7.1.1 you must give us at least one month’s prior written notice, stating the date you intend to leave, your new address, and the name and current address of the proposed new owner or occupant; and
  - 7.1.2 another party must accept liability and pay our charges for the supply made and taken for the period immediately following your vacation of the Site (if another supplier does not immediately take over the supply); and
  - 7.1.3 you must provide us with a Meter reading and

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dated photographs of each of the Meter registers on the date you leave.

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- 7.5.7 if any invoice remains unpaid for more than seven (7) days; or
- 7.5.8 where you provide false information or you fail to provide information requested by us; or
- 7.5.9 if you become subject to, or we reasonably believe that you are about to become subject to, any of the events listed in clause 9.2.

72. The following special condition set out in clause 7.3 shall take precedence over all other terms where a change of ownership would result in a Site becoming an individual residential site.

73. Should you wish to remove a residential property from your Agreement via a change of ownership, the following process will apply:

- 7.3.1 you must inform us of the site you wish to remove.
- 7.3.2 you must engage with a domestic supplier, to transfer the site over to them.
- 7.3.3 we will release the site when the new supplier applies for the Meter.
- 7.3.4 we will finalise the invoicing for the site to the date the Meter transfers away.
- 7.3.5 the payment of the Energy invoices for the site remains with you until the Meter transfers to the new supplier.

74. If during this Agreement you cease to use Energy at any Supply Point or do not commence supply at any Supply Point, we will still need to charge you for any other costs incurred by us in relation to the Supply Point for the remainder of the Period. This may include any costs or losses for selling on forward purchased Energy in accordance with clause 9.5 and for new connections will include a proportion of the cost of the supply and installation of any meters as this cost has been spread across the initial Period. You can ask us (at your own cost) to de-energise or disconnect the Supply Point which may reduce these costs.

75. A Supply Point may be isolated in the case of a Meter by accessing your Site and in the case of a smart meter by remote access (and you agree that we may do so without obtaining your permission):

- 7.5.1 at your request;
- 7.5.2 following termination of this Agreement by us;
- 7.5.3 in the event of demolition or substantial redevelopment of the Supply Point;
- 7.5.4 where we determine necessary for safety or security reasons; or
- 7.5.5 if required by law, regulation, or industry agreement; or
- 7.5.6 if you are in breach of any material obligations under this Agreement; or

76. Where a Meter or smart meter is isolated for reasons of debt, we retain the exclusive right to supply Energy to that Supply Point until this Agreement has terminated and you have paid all outstanding amounts. We will regard the reconnection of the Energy supply without our prior written permission as theft.

77. If the supply of Energy to the Supply Point needs to be isolated, de-energised or disconnected for any reason, you shall pay all costs incurred by us (including but not limited to any third-party costs) in isolating, de-energising or disconnecting the Supply Point.

78. Where the Meter or smart meter is isolated, de-energised or disconnected, we shall be under no obligation to recommence supply to the Supply Point until you:

- 7.8.1 request for such supply to be reconnected in writing;
- 7.8.2 have paid all outstanding charges, including without limitation any costs associated in isolating the Meter or smart meter and/or re-energising or reconnecting the Supply Point.

79. We shall be entitled to charge you additional costs and charges in accordance with any other terms of this Agreement and/or any reasonable costs incurred by us in recovering any monies owed by you to us, including reasonable administration and third-party costs, reasonable legal costs and/or our reasonable costs where an attempted payment with an agreed payment method fails.

**8. Liability and Force Majeure**

81. Save under clauses providing for indemnities or payments to be made, we shall not be liable (whether in contract or in tort) to you for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Agreement or from any negligent act or omission hereunder.

82. If due to any circumstance beyond the reasonable control of one party to this Agreement it is not practicable for the affected party to perform any of its obligations, such obligations (other than to make payments) shall be suspended to the extent that and for so long as such impracticability continues.



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83. We accept no liability for any loss or damage arising out of any act or omission of the Distributor, Transporter or their agents in the performance of its obligations, whether or not acting as our agent.
84. In any event, our liability under this Agreement shall not exceed the value of the Forecasted Consumption of Energy at the then Contract Price in the Contract Year in which the liability arises.
85. Nothing in this clause 8 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either party in respect of fraud or fraudulent misrepresentation; or death or personal injury caused by that party’s negligence.

### 9. Termination

91. Except as provided for in clause 1.6 where you are a Microbusiness, either party may terminate this Agreement at the end of any Period by giving the other party at least 30 days prior written notice. The notice can be served at any time as long as it is received 30 days before the end of the Period. Any termination notice should be in writing and either sent by post to Corona Energy, Building 2, Level 2, Croxley Park, Watford, WD18 8YA or via email to terminations@coronaenergy.co.uk

You will be able to transfer to another supplier provided this has been done and the Period has come to an end (subject to there being no outstanding amounts on your account). You must provide us with a Meter reading and dated photographs of each of the Meter registers on the date of transfer. You should also refer to clause 13.6 below if taking this option.

92. If you commit a material breach of this Agreement or become insolvent or unable to pay your debts or fail to provide a security deposit or guarantee in accordance with clause 3.7 or there is a deterioration in your financial health or you withdraw your direct debit mandate or we reasonably believe there to be theft or suspected theft of Energy we may terminate this Agreement immediately by written notice to you and disconnect or de-energise your Energy supply.
93. The Agreement will terminate automatically in respect of any Supply Point if we are not permitted to continue to supply Energy to it because to do so would infringe the terms of our supplier’s licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of that Supply Point.
94. Termination for any reason is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination.
95. You acknowledge that we have given you the benefit of a fixed commodity price in expectation that it would be paid in full for the whole of the Period and that the Contract Price has been calculated on this basis. We have hedged the Energy to obtain the best price and

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selling back any of this Energy due to the termination of this Agreement may not achieve the same price and will incur further additional costs of trade. Therefore where supply to any Supply Point ceases before the end of the Period (including under clause 7) we reserve the right to charge you for any losses or costs incurred (whether by reason of the trade of Energy or otherwise) together with an administration fee of 3% of the expected consumption for that Supply Point for the remainder of the Period.

### 10. Voluntary Carbon Offsets

- 10.1 Unless otherwise specified in the Particulars, you are deemed to have opted to purchase VCOs in accordance with this Agreement where such supply of Energy by us to you relates to gas and the following provisions shall apply.
- 10.2 In relation to the supply of Energy relating to gas under this Agreement, we shall source and retire VCOs.
- 10.3 You agree to purchase the quantity of VCOs equal to the VCO Volume.
- 10.4 We shall, or cause our agent to, effect the retirement of the VCO Volume by instruction to the Verra Registry (or such other comparable registry as we may notify you from time to time).
- 10.5 If we, or our agent acting on our behalf, are unable to retire the relevant VCOs, we shall use our reasonable endeavours to remedy such failure (“Retirement Failure”) within forty-five (45) days of us becoming aware of such Retirement Failure. If we fail to remedy the Retirement Failure within such forty-five (45) day period, as your sole and exclusive remedy for such event, we shall pay you an amount equal to the VCOs subject to the Retirement Failure multiplied by the relevant price for such VCOs as included in the Contract Price.
- 10.6 We warrant to you that, at the time of the retirement of any VCOs under this Agreement, we or our agent shall have the right to retire such VCOs and we covenant that we or our agents shall have not retired such VCOs on behalf of any other Person. EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING SENTENCE, WE EXPRESSLY NEGATE ANY WARRANTY WITH RESPECT TO ANY VCOs UNDER THIS AGREEMENT OR OTHER AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO CONFORMITY TO SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 10.7 The payment and invoicing provisions in clauses 3.1, 3.2, 3.3, and 3.4 of the Agreement shall apply in respect of the sale of VCOs to you, and shall be amended such that references to “Energy” include references to the sale of VCOs.
- 10.8 In respect of the VCO Volume, where there is a change to your supply portfolio from the date of this Agreement and

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prior to the End Date, we reserve the right to amend the daily or standing charges for the remaining Supply Points such that the total cost of VCOs is recovered fully in respect of this Agreement.

### 11. Renewable Energy

- 11.1 If you wish to purchase Renewable Energy from us, such supply shall be subject to:
- (a) you paying the price of the Renewable Energy, which shall be reflected in the daily charge and/or unit rate applied to you and payable in accordance with the agreed invoicing and payment terms;
  - (b) availability of the Renewable Energy in the open market at the agreed price;
  - (c) any limit which may be imposed on us by the regulator, competent authority or otherwise (either in the UK or Europe) or any other such bodies from time to time in respect of the number of recognised certification for renewable production (or other such instruments), which we are able to purchase in each compliance year; and
  - (d) any changes to the enactments and/or regulatory rules relating to such recognised certification for renewable production (or other such instruments) whether made at the direction of any government, governmental body, regulator, competent authority or otherwise.
- 11.2 In respect of the supply of gas, if during the RGGO Period there is a change to your business operation thereby affecting the number of sites contracted, we shall be entitled to recover from you any under-recovery, associated costs and losses we incur as a result of such change.
- 11.3 In the event of expiry or termination of the Agreement for whatever reason, in addition to you paying any sums then due and payable or accrued due under the Agreement, you shall indemnify us in full on demand in respect of any costs, losses or expenses incurred by us as a result of such expiry or termination, including (without limitation) any costs, losses or expenses incurred by us in disposing of the Renewable Energy.

### 12. Energy Theft

- 12.1 You must not damage or interfere with the Meter. If you do, we will charge you our and/or our agents' reasonable costs to visit a Site and carry out any repair or remedial work that needs doing. We will also charge you for our, or our agent's costs, if we think you may have interfered with the Meter or smart meter to steal energy and for our estimate of the value of the stolen energy.
- 12.2 You shall notify us as soon as reasonably practicable if you believe there has been damage to or interference with the Meter or communication equipment or

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interruption to a communication signal relating to such metering equipment and you agree to provide us with all information which we may reasonably require. If you wilfully damage or interfere with any metering equipment or communication equipment or interrupt a communication signal or fail to notify us of any damage or interference we may immediately terminate this Agreement, and you shall indemnify us for all losses, damages and costs reasonably incurred by us as a result of such damage, interference and/or termination.

- 12.3 If we suspect that you have committed fraud or stolen Energy by interfering with the Meter or the Energy supply, we will record this on your account and we may share it with people who may have an interest in receiving that information, for example other Energy suppliers, any landlord at the Site or industry bodies. As a result, we may record personal data about you, which may be used by us to make decisions about you in the future. We may share your personal data with other organisations for the purpose of assessing or investigating Energy theft or fraud. Where we suspect that there has been fraud or theft of Energy, we may investigate, pursue and prevent such fraud or theft.
- 12.4 Subject to clause 9.2, where we or an industry body reasonably believe there to be theft or suspected theft of Energy, we may disconnect and/or de-energise the Meter at the Supply Point. You shall grant us, our service provider or any other relevant party, access rights to your Site/Supply Point to enable the investigation of any theft or suspected theft of Energy. Furthermore, where there has been theft, or suspected theft of Energy, this will be charged to and recovered from you based on our forecast of the estimated volume of such theft or suspected theft.

### 13. General

- 13.1 If this is an Agreement for the supply of electricity, by entering this Agreement you are agreeing to enter into an agreement between your Distributor and you the terms of which are set out in the National Terms of Connection. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site.
- 13.2 Title to and risk in the Energy passes to you at the Supply Point.
- 13.3 You may not transfer or assign this Agreement or any of your rights or responsibilities under it without first obtaining our prior written consent. You agree that we may novate, subcontract, transfer or assign our rights and/or obligations under this Agreement. Further, you acknowledge and agree that we may transfer, sell, pledge, encumber, assign, declare a trust over and/or sub-participate any or all revenues and proceeds arising from or in connection with this Agreement and your account in connection with any financing or other financial arrangements (“**Financing**”) without any requirement to notify you of such transaction. You further agree that we and/or our affiliates shall, solely for

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the purposes of, and in connection with, the Financing, be permitted to disclose any information to the providers of the Financing, their agents and advisers. Upon any such transfer, sale, pledge, encumbrance, assignment, trust and/or sub-participation, we shall remain liable for and shall not be relieved of or discharged from any obligations owed to you hereunder.

134. You warrant that you have the right to enter into this Agreement, that the supply of Energy hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Agreement is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
135. Except where specifically stated, this Agreement creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
136. Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under clause 9.1 or provision of a final read under clause 7.1, the party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt please contact us to ensure your notice has been received.
137. We may vary any of the terms of this Agreement to reflect industry changes on giving you not less than 30 days' prior written notice.
138. This Agreement, which is governed by English law, constitutes the entire agreement between us relating to the supply of Energy to the Site(s) and supersedes all prior negotiations and representations, written or verbal. Where we supply you with both electricity and gas, each supply will be a separate agreement and each agreement will be unaffected by the other. The courts of England and Wales have exclusive jurisdiction (except in relation to any application by us for a warrant to enforce our rights under this Agreement).