



Terms and Conditions of Supply

for Industrial and Commercial Gas and/or Electricity customers

www.brookgreensupply.com

Registered office: Brook Green Supply Ltd, 80 Hammersmith Rd, London W14 8UD
Registered in England and Wales; registered number: 09910619; vat number: 279 9709 26
24 August 2022

These terms and conditions govern the basis upon which we, Brook Green Supply Limited, will supply you, our customer, with gas and/or electricity.

Please see clause 16 at the end of these terms and conditions for an explanation of the meaning given to particular words and phrases used in these terms and conditions.

1. The Agreement

- 1.1. Our contract with you - the "Agreement" will commence when you: (i) sign or otherwise confirm your acceptance of one or more "Schedule" or other written proposal document which is provided by us (or our authorised agent, if applicable) for the purposes of the supply of gas and/or electricity (and in which case, for the avoidance of doubt, the Agreed Pricing Details will be as set out in that Schedule or other relevant document); and/or (ii) we take any active steps to register supply in respect of a Site.
- 1.2. These Terms and Conditions of supply shall take precedence over any other terms you may seek to impose or incorporate.
- 1.3. If you have not entered into a contract with us in accordance with clause 1.1, and we already Supply a particular Site or are required under Industry Rules to Supply a particular Site, a contract incorporating these Terms and Conditions (the "Agreement") will be treated as having been entered into between you and us in respect of the relevant Site with effect from the date that:-
 - 1.3.1. you purchase and/or move into the relevant Site;
 - 1.3.2. you are the landlord and your tenant(s) move out of the relevant Site
 - 1.3.3. you otherwise take over responsibility for the relevant Site; or
 - 1.3.4. where applicable, we are required under Industry Rules to become responsible for the Supply to the relevant Site, and (in each case) you start to use gas and/or electricity (as applicable) at the relevant Site.
- 1.4. In these circumstances described in clause 1.3: -
 - 1.4.1. our charges in respect of the Supply will be based on our Deemed Contract Rates unless and until you and we agree specific pricing details through one of the mechanisms described in clause 1.1; and
 - 1.4.2. subject to clause 9.3, you will be entitled to end the Agreement by arranging for another supplier to take over the Supply or by arranging to have the Supply to the relevant Site disconnected by the local Distribution Network Operator. The Agreement will then end on the date on which another supplier takes over the Supply or (as applicable) the Distribution Network Operator confirms the supply has been disconnected.
- 1.5. If a particular Site receives a Supply by way of an Unmetered Supply, you must provide us with a copy of the valid Unmetered Supply Certificate and details of the relevant equipment's location prior to us taking over the Supply. You also agree that all Metering System ID's associated with the Unmetered Supply Certificate will be registered by us for the purposes of applicable Industry Rules and subject to the Agreement.
- 1.6. For the avoidance of doubt, where particular charging terms are agreed in respect of one or more Sites, those terms will apply from the Agreed Start Date until the Agreed Pricing End Date or, if applicable, the Agreement is ended early (either as a whole or as to one or more particular Sites, as the case may be) in accordance with

these Terms and Conditions. If we enter into the Agreement with you under clause 1.1 and for any reason either start to Supply one or more Sites before the Agreed Start Date or continue to Supply one or more Sites after the Agreed Pricing End Date, and without any new charging arrangements having been agreed between us, then our charges in respect of the Supply to the relevant Site(s) outside of the Agreed Pricing Period will be based on our Deemed Contract Rates.

2. Conditions of Supply

- 2.1. By entering into the Agreement, you confirm in respect of each Site that: -
- 2.1.1. you own or otherwise have responsibility for the Site. For these purposes, if you are not yourself the owner or occupying tenant of the Site, you confirm that: -
 - 2.1.1.1. you have the appropriate authority to procure and enter into a contract for the relevant Supply to the Site; and
 - 2.1.1.2. you will obtain our prior written consent to any resale of gas and/or electricity to any occupier of the Site or other third party;
 - 2.1.2. the Site, and any gas and/or electricity supplied to the Site (and any heat derived from such use), is and will be used wholly for business purposes and that there is no domestic use at the Site now or for the duration of the Agreement. For the avoidance of doubt, domestic use includes where any gas/electricity (and any heat derived from such use) is consumed by or recharged to tenants;
 - 2.1.3. the Site is connected to the local distribution network via Metering Equipment that has been installed in accordance with Industry Rules OR if as at the date the Agreement is entered into, the Site is not connected in this way: -
 - 2.1.3.1. you will arrange at your own cost for the Site to become connected, including where necessary by having the relevant Metering Equipment installed by an appropriate Agent, by the Agreed Start Date; or
 - 2.1.3.2. you will ask us, and give us all necessary authority for these purposes, to make the arrangements for the Site to become connected, including where necessary by having the relevant Metering Equipment installed by an appropriate Agent, in which case we will be entitled to recover from you all costs incurred by us in making these arrangements;
 - 2.1.4. it is intended that we will be the exclusive supplier of gas and/or electricity (as applicable) to the Site unless explicitly stated in the Agreed Pricing Details;
 - 2.1.5. you are not the subject of any Insolvency Event, and you have no reason to anticipate that you will become the subject of an Insolvency Event.
 - 2.1.6. you do not have any outstanding debt with a previous supplier of gas and/or electricity to the Site and there is no other reason why any such supplier would be entitled under the terms and conditions of any existing agreement or Industry Rules to object to us becoming registered in respect of the Site for the purposes of making a Supply under the Agreement;

- 2.1.7. the Site is not the subject of any active Green Deal Plan;
- 2.1.8. the metering at Site is not classified as Smart Metering and subject to connection with the Data Communications Company (DCC); and
- 2.1.9. you are not a Micro Business.
- 2.2. In addition to the matters referred to in clause 2.1, our Supply to any Site is conditional on you having passed our standard credit checks and, if we require you to do so, having provided us with and maintaining at all times an acceptable form of credit cover in accordance with clause 7.
- 2.3. If at any time after entering into the Agreement there is any change to any of the matters referred to in clause 2.1 or 2.2, then (without affecting any other right which we may have under the Agreement) you must immediately notify us in writing of that change as soon as you become aware of it.
- 2.4. Where we reasonably consider it is necessary or appropriate as a result of the relevant change detailed in Clause 2.1, 2.2 or 2.3, we may at our sole discretion terminate this Agreement or vary any of the Agreed Pricing Details and/or vary any of these Terms and Conditions. We will be entitled to terminate the Agreement or make the relevant variations on giving you written notice to that effect.
- 2.5. You agree to indemnify us against any damage, loss or liability caused in relation to any breach of clause 2.1

3. Supply Arrangements

- 3.1. Subject always to clause 3.2 below, if we do not already Supply the Site, we will use all reasonable endeavours to meet the start date set out in the Agreement when registering the Supply, however this date should be considered an estimate and any changes to this date will be communicated to you in writing as soon as reasonably practicable.
- 3.2. The start date of the Supply may be delayed or (at our option) we may choose to end the Agreement with immediate effect without any Supply ever starting in any of the following circumstances: -
 - 3.2.1. where prior to the Supply starting, you have requested that we do not proceed with the Supply, and we have specifically agreed to such a request;
 - 3.2.2. where your previous supplier prevents us from taking over the Supply;
 - 3.2.3. where we do not have all the information we need from you to take over the Supply, or the information we have from you is incorrect, and the information we need is not readily available from another source at no cost;
 - 3.2.4. where we are unable to take over the Supply, or delayed in taking it over, for any other reason beyond our reasonable control.
- 3.3. In any event: -
 - 3.3.1. we will not have any liability to you for any loss you may suffer as a result should the start date of the Supply be delayed;
 - 3.3.2. if we choose to end the Agreement, we will be entitled to recover a Termination Fee from you;
 - 3.3.3. if we choose not to end the Agreement following a delay in the start date of the Supply, we will be entitled to adjust the Agreed Pricing Details as we

reasonably consider appropriate to reflect any loss or additional costs that we incur as a result of the delay, including any loss or additional costs arising from our having entered into forward purchases of gas and/or electricity made in anticipation of the Supply starting on the Agreed Start Date.

- 3.4. Once gas or electricity supplied by us has reached the Meter Point, ownership responsibility is passed to you, and you must ensure that all electrical and gas infrastructure connected to the Metering Equipment is kept in good working condition in order to ensure safe consumption, and any losses incurred after delivery, including losses resulting from theft of energy or damage to the meter, will be borne by you.
- 3.5. You must notify us in writing of any changes that may be made at any time to any Metering Equipment, and any connected equipment that may have been provided (including that connected to an Unmetered Supply Point) as soon as the changes have been made. In instances where changes relate to an Unmetered Supply Point, you must provide us with an amended Unmetered Supply Certificate within 10 Working Days of the changes being made.
- 3.6. You must inform us immediately in writing if you have any Meter By-Passes installed at any of your Sites. If you wish to install any new Meter By-Passes, you must obtain our prior written consent, such consent to be given at our sole discretion.
- 3.7. In the case of electricity, by entering into the Agreement with us, you will (unless relevant Industry Rules say otherwise) also be entering into a standard connection agreement with the Network Operator on the basis described in the following clause 3.8 where "your supplier" means us and "this contract" refers to the Agreement.
- 3.8. Your supplier is acting on behalf of your network operator to make an agreement with you. This agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract, and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the connection where your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: -

Energy Networks Association
6th Floor, Dean Bradley House
52 Horseferry Road
London
SW1P 2AF
Phone: 0207 706 5137
Website: www.connectionterms.co.uk
- 3.9. Insofar as any Industry Rules (including any applicable connection agreement with the Network Operator) bind or apply to you, you must ensure that you comply with those Industry Rules at all times in respect of any Site and/or any Supply to a Site.
- 3.10. You must ensure that the amount of gas and/or electricity used at the Site does not exceed the applicable maximum capacity agreed by the Network Operator. If you do not comply with this requirement, we will be entitled to recover from you additional charges (as imposed on us by the Network Operator) and you may also be at risk of having your supply disconnected under clause 3.15 below.
- 3.11. As a supplier we are unable to control the quality of the gas and/or electricity that you receive, nor can we ensure the continuity of any Supply, and it will be the

Network Operator who has responsibility for the operation of the relevant mains gas or electricity network to which each Site is connected. If the Supply to any Site is interrupted at any time as a result of Disconnection, De-energisation, any shut down or other action by the Network Operator or the Network Operator otherwise causes you any loss or damage, we will only be legally responsible to you for the amount (if any) we are entitled and able under Industry Rules to recover from the Network Operator or any other relevant industry party on your behalf.

- 3.12. In the case of gas, this includes any payments we are required under Industry Rules to make in respect of any curtailment of Supply due to a "gas deficit emergency" – being a payment which we will make as soon as reasonably practicable after receiving the relevant amount from the relevant transporter.
- 3.13. We will be entitled, without incurring any liability to you, to arrange to have the Supply to a particular Site disconnected, or require you to stop using gas and/or electricity at a particular Site in any of the following circumstances: -
 - 3.13.1. in the event of any emergency or otherwise to avoid danger;
 - 3.13.2. where we are required to stop supplying you by the Network Operator or any other person under Industry Rules, or we are permitted to stop supplying you under Industry Rules and consider it necessary that the Supply should be stopped;
 - 3.13.3. where the Agreement has been ended in accordance with these Terms and Conditions and another supplier has not taken over the Supply with effect from the relevant end date;
 - 3.13.4. in any other circumstances where the Agreement envisages, expressly or by implication, that the Supply can be cut-off.
- 3.14. If you arrange to have a Supply to a particular Site Disconnected, you must provide details of the disconnection as soon as reasonably practicable, but by no later than 10 working days before the disconnection is scheduled to take place. Where details are not provided before the disconnection has taken place you will be responsible for all charges invoiced under the agreement after the disconnection date until the date, we are made aware of the disconnection. We will also be entitled to charge you a Termination Fee in such circumstances.
- 3.15. If at any time we exercise a right under the Agreement to arrange for the Supply to a particular Site to be Disconnected or (as the case may be) you request that we Disconnect the Supply at a particular Site (including in circumstances where you will be ceasing to occupy at a particular Site), we will be entitled to recover from you on an indemnity basis the costs we incur in arranging to have the Supply disconnected and, if applicable, to have the Supply restored at a later date. We will also be entitled to charge you a Termination Fee in such circumstances.

4. Billing and Payment

- 4.1. For the duration of the Agreement, you must pay for all gas and/or electricity supplied to the Site(s) and all other costs and expenses or industry levies or charges directly or indirectly associated with such supply or charges agreed to in writing, if different. Subject to these Terms and Conditions, including our rights to make adjustments in certain circumstances and/or recover additional charges from you, the applicable charges will be as follows: -

- 4.1.1. for gas and/or electricity supplied during any Agreed Pricing Period, the applicable charges will be calculated by reference to the Agreed Pricing Details;
 - 4.1.2. subject to clause 4.1.3 for gas and/or electricity supplied outside of any Agreed Pricing Period, the applicable charges will be calculated by reference to the Deemed Contract Rates;
 - 4.1.3. for gas/or electricity supplied under any deemed contract arrangements, as described in clause 1.3, the applicable charges will be calculated by reference to the Deemed Contract Rates;
 - 4.1.4. depending on the agreement you have in place with third parties, a brokerage or consultancy fee may also be included in your invoice.
- 4.2. Charges described in clause 4.1 above are exclusive of VAT and any amounts associated with the Climate Change Levy (CCL) or any other tax or levy which may from time to time be applied to any Supply, and you must pay us the applicable VAT, CCL or other tax or levy paid by you in addition to the basic charges.
 - 4.3. We will charge VAT, Climate Change Levy (CCL) or any other tax or levy at the applicable rate unless we are notified in advance of the first invoice being produced and provided with evidence to our satisfaction that you are eligible for an exemption or a reduced rate. For the avoidance of doubt, you are responsible for providing evidence that you are eligible for any exemption or reduced rate. We are not responsible if we have not charged correctly for VAT, Climate Change Levy (CCL) or any other tax or levy, or charges of any nature because you provided us with erroneous data. We will be entitled to recover compensation from you for all losses, costs and charges directly or indirectly caused by or relating to you providing erroneous data, omitting to provide us with data or asking that exemptions not previously notified prior to invoicing are applied to already billed periods.
 - 4.4. Where evidence of an exemption is received retrospectively, we will only apply the exemption for a maximum of 4 years from the date of receipt. A charge of £10 will apply for each invoice credited and re-issued in order to reflect the exemption on your invoices.
 - 4.5. If you are eligible for exemption of Energy Intensive Industries (EIIs), you should provide us with a valid EII Certificate in advance of your first invoice that may qualify you for a reduction or exemption from the cost of Contracts for Difference (CfD), Renewables Obligation (RO), Feed in Tariff (FiT) and other industrial levies at a given Site.
 - 4.6. To apply for EII exemption, we may need you to provide additional information for approval. If we agree to apply for a Site, we will decide on the amount of reduction you will get and the date when the exemption starts to apply.
 - 4.7. You must immediately write to us when there is a change in EII status and provide us with a revised EII certificate (if available). It is solely your responsibility to inform us if you are exempt from EII.
 - 4.8. If we or you become aware that you should not have been receiving any benefit through the EII scheme, we will be entitled to reconcile all amounts already paid out to you and this will extend beyond the term of this Agreement.
 - 4.9. We will be entitled to pass through or charge additional costs, in circumstances beyond our control, including but not limited to: -

- 4.9.1. where we incur additional costs as a result of any failure by you or any Agent appointed by you to provide us with complete and accurate information at the times required by us;
- 4.9.2. where we incur additional costs as a result of any change to the circumstances of the Supply to a particular Site;
- 4.9.3. where we incur additional costs as a result of any change to the arrangements for appointing Agents on your behalf in respect of a particular Meter Point, including where it becomes necessary for us to contract with any Agent;
- 4.9.4. Subject to clause 10, where you choose to terminate the Agreement to one or more Sites under this agreement prior to the Agreed Pricing End Date;
- 4.9.5. where we incur any additional costs as a result of any breach of the Agreement by you;
- 4.9.6. any additional charges or increase in charges or costs arising under Industry Rules (not being the basic energy only price for gas and/or electricity);
- 4.9.7. where the costs of supplying a Site increase due to exceptional or unprecedented market conditions or conditions of supply;
- 4.9.8. where we incur any additional costs as a result of incorrect data held within industry that is required for energy trading and balancing;
- 4.9.9. where we incur any additional costs due to a change in classification, methodology, calculation and/or treatment by any industry body, including but not limited to any DNO charges (including capacity charges) or supply point quantity and/or supply point ratchet charge;
- 4.9.10. where we incur any additional costs due to a Force Majeure Event;
- 4.9.11. in any other circumstances where we are entitled under these Terms and Conditions to vary the charges payable under the Agreement.
- 4.10. We may pass through any Mutualisation Amount and any associated costs directly or indirectly incurred by us in respect of the Renewables Obligation, Contracts for Difference, Feed-in Tariff, Capacity Market, Supplier of Last Resort, Special Administration Regime or any other associated or similar costs.
- 4.11. For each Supply Period, we will be entitled to issue you with an invoice for the Charges applicable to that Supply Period. Unless we have specifically agreed otherwise as part of the Agreed Pricing Details, the total amount set out in each such invoice as payable by you must be paid by Direct Debit within 10 Working Days of the date of the invoice and for these purposes you must ensure that an appropriate Direct Debit instruction has been provided to us and your bank and remains in full force and effect for the duration of the Agreement.
- 4.12. If we become entitled under these Terms and Conditions to recover particular costs, compensation or other exceptional sums from you, we will be entitled at our option to include these within the next invoice we raise for a particular Supply Period or otherwise to issue you with a specific invoice or other written demand for the relevant sum. If we decide to issue you with a specific invoice or other written demand, the total amount set out in that invoice or demand must then be paid by you within 10 Working Days of the date of the invoice or demand.
- 4.13. You are required to maintain an appropriate email address for the purposes of invoicing and must notify us of any changes to such email address in advance of any

change to the recipient of invoices. Should a paper copy of any invoice be required a charge of £5 will be applied for each paper copy invoice issued.

- 4.14. Where available we will use data recorded by your Metering Equipment to provide you with an accurate invoice.
- 4.15. If at the time of issuing an invoice relevant metering data is unavailable or is reasonably considered by us to be inaccurate, we may at our discretion use an estimate or request a new meter reading from you for the purposes of issuing the invoice. Invoices issued to estimates for two consecutive months will be subject to a £10 charge per invoice.
- 4.16. Where the Agreement relates to Unmetered Supplies, we will produce your invoice based on the information contained within the Unmetered Supply Certificate. If we have incorrectly charged you in relation to an Unmetered Supply Point due to an out-of-date Unmetered Supply Certificate, we will recalculate your charges on receipt of your updated certificate.
- 4.17. Where, having previously issued one or more invoices on the basis of our estimate of consumption data and/or the value of relevant charges which are to be passed through to you, we may credit and re-issue the affected invoice or at our discretion apply an appropriate adjustment on receipt of actual data in your next invoice.
- 4.18. If for whatever reason (whether a failure of a Direct Debit arrangement or otherwise) we do not receive full payment of the amount set out in any invoice or other written demand by the Due Date, then in addition to and without affecting any other right we may have, we will be entitled to take any one or more of the following steps:-
 - 4.18.1. charge interest, in line with the Bank of England base rate plus 7% subject to a minimum base rate of 0%, The interest amount shall accrue daily on all outstanding payments from the date the payment was due, through to the date the payment is made. The interest amount shall be compounded monthly, on the amount outstanding from time to time;
 - 4.18.2. recover from you the amount of any costs we incur in seeking to recover an overdue balance from you, including fees as defined in Section 5A of the Late Payment of Commercial Debts (Interest) Act 1998, costs from third party debt recovery agencies and legal costs and expenses;
 - 4.18.3. if, after receiving notice from us warning of the overdue payment you fail to pay us the full amount owing within a further period of 10 Working Days and/or, in the case of any cancellation or other failure of a Direct Debit arrangement, fail to reinstate that arrangement to our reasonable satisfaction, we will be entitled on giving you a further notice to end the Agreement with immediate effect with all invoices issued after the termination date subject to our Deemed Contract Rates.
- 4.19. To the extent that you wish, acting reasonably and in good faith, to dispute an invoice raised by us you must first pay the undisputed amount set out in the invoice and then raise the issue with us no later than 5 Working Days after the Due Date. Where it is subsequently agreed or determined that an amount should be refunded to you or (as the case may be) an additional amount should be payable by you, we will make an appropriate adjustment and reissue the affected invoice and we will pay you (in the case of a refund) or you will pay us (in the case of an additional payment) within 5 Working Days of the date of the relevant agreement being reached or determination made.

- 4.20. Where a disputed amount is subsequently deemed to be accurate, we reserve the right to charge interest and fees on any unpaid balance in accordance with clause 4.18.
- 4.21. If in any rolling period of twelve months you fail on two or more occasions to pay the full amount owing to us by the Due Date, we will be entitled to (at our option) amend your payment terms or payment method, or to put in place an amended payment structure where you are required to pay in a shorter time period or to pay in advance of any Supply being made and/or require you to provide us with particular credit cover (as further described in clause 7). If you fail to comply with the terms of any such amended payment, terms, method structure and/or provide us with the required credit cover (as applicable), in each case as reasonably specified by us, we will be entitled on giving you notice to end the Agreement with immediate effect.
- 4.22. If at any time you do not pay us by the Due Date, we may pass information relating to your payment failure on to third parties including credit rating and reference agencies.
- 4.23. In the event that we supply you in the circumstances in Clause 1.3 above, or after the Agreement has come to an end for any reason, or you are otherwise placed onto our Deemed Contract Rates, we will be entitled to (at our option) to amend your payment terms or payment method, or to put in place an amended payment structure where you are required to pay in a shorter time period or to pay in advance of any Supply being made.

5. Metering & Access

- 5.1. The Metering Equipment (and any associated communications equipment and meter housing) in respect of each Meter Point must at all times remain compliant with relevant Industry Rules and you must comply with any reasonable instructions we may give you in relation to any such Metering Equipment, including where necessary its replacement.
- 5.2. The cost of ensuring the Metering Equipment, communications equipment and meter housing remains compliant now, and in the future, will be borne by you, and where we incur any costs of this kind (including costs of attending a particular Site and replacing any Metering Equipment), we will be entitled to recover them from you in addition to the Charges. For the avoidance of doubt, this includes circumstances in which we reasonably consider that in order to comply with Industry Rules it is necessary to replace existing Metering Equipment.
- 5.3. Prior to us starting to Supply a Site where the Meter Point has a relevant "Profile Class" of 01, 02, 03, 04, 05, 06, 07 or 08, you must notify us if the relevant Metering Equipment is not a functioning AMR Meter, in which case we will arrange to have an appropriate meter installed to support remote meter access to your consumption data, and will be entitled to recover from you, in addition to the Charges, the costs that we incur in doing so.
- 5.4. Where necessary or at our discretion, we will arrange for the relevant Agents to carry out a "Change of Measurement Class" in respect of the relevant Meter Point at the earliest possible opportunity in order to ensure electricity is recorded, invoiced for and settled on a Half Hourly basis. Any such Change of Measurement Class process will ordinarily be undertaken remotely via the existing communications link with the relevant Metering Equipment. If not possible to undertake the process remotely, it may be necessary for the relevant Agents to attend the Site, in accordance with the

access arrangements set out in this clause 5, in order to complete the Change of Measurement Class process.

- 5.5. You must take all reasonable steps to ensure that all Metering Equipment continues to function properly and is not damaged or interfered with. To the extent that you suspect any Metering Equipment has been damaged or tampered with, or is otherwise not functioning properly, you must notify us immediately by calling our Relationship Management team on 020 7870 4940.
- 5.6. Where we become aware that any Metering Equipment is or may not be functioning properly, then subject to clause 5.8, we will arrange for a relevant Agent to inspect that Metering Equipment and will be entitled to recover the cost of this, together with any costs associated with the repair or replacement of the Metering Equipment if necessary, from you in addition to the Charges.
- 5.7. You acknowledge and agree that other than where you have provided and paid for particular Metering Equipment, the Metering Equipment remains the property of us or any third-party asset provider (as applicable).
- 5.8. Where the relevant Metering Equipment on any Site is not owned by us or a third party asset provider, you are responsible for ensuring that the Metering Equipment functions properly and for taking all such steps as may be necessary from time to time, including instructing relevant Agents to carry out repairs or replacements where necessary, to ensure that the Metering Equipment provides timely and accurate data in respect of your consumption of gas and/or electricity at the Site. Notwithstanding this, we reserve the right to take the action described in clause 5.6, and recover our costs in doing so from you, if we are not reasonably satisfied that you are complying with your own obligations under this clause 5.
- 5.9. You must ensure that safe access to any Site is granted to us, any of our Agents, any relevant third-party asset provider and/or any Network Operator in the following circumstances: -
 - 5.9.1. at all reasonable times for any reason that relates to the Supply to that Site, including for the purposes of reading, inspecting, repairing, swapping, testing, installing, isolating or removing any Metering Equipment, or stopping the Supply;
 - 5.9.2. at any time in an emergency or if we, any of our Agents and/or any Network Operator is legally entitled to request the relevant access under Industry Rules.
- 5.10. Without affecting our rights under clause 5.9, we will where possible endeavour to agree with you the date and time on which we or any relevant third parties are to be granted access to the Site.
- 5.11. If there are specific access, security or safety requirements connected with the location of any Metering Equipment, you must tell us about these in advance of any visit to the Site and ensure these do not prevent us from gaining the safe access we or any relevant third parties may require in accordance with clause 5.9.
- 5.12. In any instance where we or any relevant third parties visit the Site for the purposes of obtaining access in the circumstances described in clause 5.9, but are unable to gain access, then without affecting any other right we may have, we will be entitled to recover from you any costs we incur as a result.
- 5.13. In the case of Metering Equipment from which data can be obtained remotely, you must take all reasonable steps to ensure that the necessary communications links

with that Metering Equipment are maintained, such that relevant data is available to us or our Agents whenever it is required.

- 5.14. To the extent that the Metering Equipment is classified as Half Hourly and does not allow for remote access to your consumption data via an active communications link we will be entitled to arrange for an Agent to attend Site and download your consumption data weekly, and to recover from you, in addition to the Charges, any costs we incur in relation to this.
- 5.15. Where the Metering Equipment is not a functioning non-Half Hourly or Gas AMR Meter, you must provide us with an opening meter read within 5 days of the date on which we start to Supply the Site. You must then provide us with ongoing meter reads every month including a final meter read taken on the date we cease Supplying the Site. Where no meter read has been received for a period of 3 months, we will be entitled to arrange for an Agent to attend the Site and obtain a meter read and to recover from you, in addition to the Charges, any costs we incur in relation to this. In any event, we will also be entitled once every 12 months to arrange at our own cost for an Agent to attend the Site for the purpose of verifying the accuracy of meter read information you have provided to us.
- 5.16. For the avoidance of doubt, we will be entitled to store, use and analyse the metering data obtained from Metering Equipment at each Site.
- 5.17. We do not Supply Sites with pre-payment or Smart Meters. To the extent that for any reason a Site has a pre-payment or Smart Meter installed, you must notify us in writing before we start to Supply the Site. On becoming aware that a pre-payment or Smart Meter is installed at the Site in question we will be entitled at our option to take either of the following steps: -
 - 5.17.1. arrange, for a replacement meter to be installed in accordance with our reasonable instructions, in which case we will be entitled to recover from you, in addition to the Charges, any costs we incur in relation to the installation of the relevant new Metering Equipment; or
 - 5.17.2. to end the Agreement with immediate effect in relation to the relevant Site and recover from you a Termination Fee.

6. Agent Appointment

- 6.1. If you have contracted with any Agent in respect of any Meter Point: -
 - 6.1.1. you must provide us with details of the Agent in question, proof of their appointment and authority to act on your behalf and any other information that we may request from time to time in respect of the relevant contract, including any changes that may be made from time to time. For these purposes, details of the Agent who will be in place at the time we start to Supply the Site must be provided at least 28 days in advance of the Agreed Start Date and any subsequent change of Agent taking effect;
 - 6.1.2. you must ensure that the Agent is and remains qualified under applicable Industry Rules to perform its contracted activities, that it performs those activities in accordance with Good Industry Practice and applicable Industry Rules and that it otherwise provides us with such co-operation as we may reasonably require for the purposes of ensuring we comply with those Industry Rules which are applicable to us;
 - 6.1.3. in the case of any Agent appointed to collect metering data, you must ensure that we receive the appropriate data from the relevant Agent at the

frequencies reasonably specified by us, having regard to Industry Rules and the billing arrangements applicable under the Agreement;

- 6.1.4. if for any reason we incur any additional costs in connection with activities which are carried out or should have been carried out by the relevant Agent, we will be entitled to recover these from you.
- 6.2. If we do not receive from you in accordance with clause 6.1.1 above relevant details of a particular Agent at least 28 days prior to the Agreed Start Date, or you fail to comply with any of the other requirements set out in clause 6.1 in respect of a particular Agent and/or you cease to have contracted with any Agent in respect of particular activities, we may appoint our chosen Agent to carry out the relevant activities and will be entitled to recover from you the additional costs we incur as a result.
- 6.3. For the avoidance of doubt: -
 - 6.3.1. whilst we will (subject to clause 6.2) "appoint" your contracted Agent for the purposes of Industry Rules, we will not manage the Agent's performance under the terms of its contract with you on your behalf; and
 - 6.3.2. the requirements set out in clause 5 above in relation to access to Metering Equipment apply to all Sites, whether or not you have contracted with one or more Agents in relation to the Metering Equipment installed at that Site.

7. Credit Cover

- 7.1. As a responsible supplier, it is important that we monitor and account for the counterparty risk of all the customers we are serving. To this end, you agree to provide copies of Management Accounts, financial statements or any other financial reports, accounts or information we may request or any other documentation linked to the overall business health where requested, and authorise us to submit your details and/or any information and/or documentation provided (including, but without limitation as applicable, name, address, details of any shareholders, directors and/or owners and payment details) to third parties in order to assess your credit profile and counterparty quality in relation to your ability to pay us for your gas and/or electricity on an ongoing basis.
- 7.2. We may use rating agencies, credit reference agencies and fraud prevention agencies in relation to you and all of your shareholders, owners, directors and/or officers. In relation to directors and officers, you confirm that all of the information provided is accurate and that all individuals have consented to their details including but not limited to their current and past names, date of birth, address, details of other directorships being provided to us in the context of disclosure to rating agencies, credit reference agencies and fraud prevention agencies.
- 7.3. All information provided to us can be used to assess credit quality, identification of fraudulent trading and money laundering activity.
- 7.4. The commercial terms agreed as part of the Agreed Pricing Details are based on your Credit Profile and Expected Supply Exposure at the time of entering into the Agreement. We have the right to review your Credit Profile and Expected Supply Exposure at any time during the duration of the Agreement. If at any time during the duration of the Agreement, we, at our sole discretion, believe that there is a material change in your Credit Profile or Expected Supply Exposure, then we will be entitled to request that you put credit cover in place. Any request for credit cover will be issued in writing.

- 7.5. If you fail to provide us with the requested credit cover (as applicable), in each case as reasonably specified by us and by the time specified by us, we will be entitled on giving you notice to end the Agreement with immediate effect
- 7.6. For the purposes of clause 7, credit cover can include cash, bank guarantees, letters of credit, parent company guarantees or another form of collateral. All forms of credit cover must be approved by us in advance and confirmed in writing.
- 7.7. To the extent that at some point during the Agreement there is a negative change in your Credit Profile and/or the credit cover that you have provided then we will be entitled to modify the Agreed Pricing Details in such manner as we reasonably think appropriate and/or request that you put alternative credit cover in place.
- 7.8. Where the Agreement covers the supply of more than one Site, we may request credit cover at a Site-by-Site basis or put a centralised form of credit cover in place.
- 7.9. Upon the Agreement ending and provided there are no outstanding sums owing by you at the time, any cash still held as credit cover will be returned to you.
- 7.10. Pursuant to clause 4.21, we may also request additional credit cover in any instances where you have missed the deadline for payment on two (2) consecutive months, or two (2) or more occasions within a twelve (12) month period.
- 7.11. You must immediately notify us in writing of any material change to your circumstances that may affect your creditworthiness and/or your ability to pay your gas and/or electricity invoices on an ongoing basis and/or your ability to perform any other obligations under the Agreement.
- 7.12. If you provide information on behalf of someone else for the purposes of clause 7, you confirm that the person in question authorises you to share the relevant information with us so that we may conduct the relevant credit and fraud checks.

8. Consumption Volumes

- 8.1. Accurate consumption figures are required for us to invoice you correctly and to providing necessary data to the national electricity grid and gas network that must balance supply and demand. Having regard to this, we shall calculate an estimate of your Expected Energy Consumption of gas and/or electricity under the Agreement at one or more Sites for each Relevant Period.
- 8.2. The Expected Energy Consumption must be as accurate as possible. You must immediately notify us in writing of any circumstances which are likely to change your Expected Energy Consumption for any month or any other period. You must immediately notify us in writing of the installation or the change in use of any on-Site generation or storage (e.g. batteries) capabilities. You must immediately notify us in writing of any change in the pattern of consumption for any month or any other period. To the extent that there are any planned or expected outages or maintenance at the Site or any other circumstances occur which are likely to result in an increase or decrease in consumption of gas and/or electricity at a particular Site compared to the Expected Energy Consumption for any month or any other period, you must ensure that we are immediately notified in writing. For the avoidance of doubt, any balancing activities or demand side response measures constitute a change of consumption, and we must be notified immediately.
- 8.3. Whether or not you have notified us of any changes under clause 8.2, which is an independent and separate obligation, if your actual consumption at the relevant Site(s) during any annual period is more than 20% (twenty percent) above or below the Expected Energy Consumption we will be entitled to recover from you a

compensation sum equal to the loss and/or additional costs (if any) that we calculate (acting reasonably) we have incurred as a result of the relevant under or over consumption, taking into account amounts of gas and/or electricity we may have purchased in advance on the basis of the Expected Energy Consumption for any period, and disregarding the above threshold and calculating such loss on the basis of 100% of the Expected Energy Consumption and the prevailing market prices for gas and/or electricity during the Relevant Period. In addition, we may also recover any losses incurred as a result of changes to the transportation, distribution and/or third-party costs as a result of such difference in the actual consumption at the relevant Site(s) during the Relevant Period.

9. Adding and Removing Sites

- 9.1. Where you cease to be the owner or occupier of a particular Site and will not otherwise continue to have any responsibility for it, you will be entitled to end the Agreement with respect to the relevant Site subject to the following conditions: -
- 9.2. You must give us at least 28 days' written notice of the date on which you wish the Agreement to end with respect to the relevant Site and either confirm to us the details of any new owner or occupier and the date on which that new owner will be taking over responsibility for the Site or (as the case may be) the date on which you wish us to cut-off the Supply to the Site;
 - 9.2.1. the Agreement will end on the date on which a new owner or occupier has taken over responsibility for the Site or (as the case may be) on which we have been able to arrange for the Supply to be cut-off; and
 - 9.2.2. where the Agreement ends prior to the Agreed Pricing End Date, we will be entitled to recover from you a Termination Fee, which for the avoidance of doubt will take into account all Expected Energy Consumption after the date on which the Agreement ends disregarding for such purposes the expected consumption of the new owner or occupier of the Site.
- 9.3. The Supplier, at its sole discretion, may also reject the removal of a Supply Point from this Contract if it deems, at its sole discretion, that the legal and/or beneficial ownership and/or the control of the new owner or occupier is similar to yours, or they are otherwise deemed by the Supplier, at its sole discretion, to be an associated company and/or your affiliate.
- 9.4. The Supplier will not be required to remove a Supply Point from this Contract, and may object to its transfer to another Supplier, until:
 - 9.4.1. the transfer of ownership or occupation of the premises occurs; and
 - 9.4.2. you pay any outstanding Charges, including any Termination Fee.

10. Ending the Agreement (Termination)

- 10.1. Except where clauses 1.4 or 9 apply, you will not be entitled to end the Agreement prior to the Agreed Pricing End Date. You will be entitled to end the Agreement with respect to one or more Sites on or at any time after the Agreed Pricing End Date, subject to the following conditions: -
 - 10.1.1. You must give us not less than 28 days' written notice of your wish to end the Agreement with respect to the Site(s) in question;
 - 10.1.2. You must either have arranged for another supplier to take over the Supply at the relevant Site(s) on the end date notified to us, subject always to our

rights under clause 9.3 to object to another supplier taking over the Supply, or (as the case may be) you have arranged to Disconnect the Supply to the relevant Site(s) on that date;

- 10.1.3. the Agreement will end on the date on which a new supplier has taken over the Supply to the Site(s) in question in accordance with applicable Industry Rules or (as the case may be) on which you have been able to arrange for the Supply to the relevant Site(s) to be Disconnected.
- 10.2. For the purposes of Industry Rules relating to transfers to other suppliers, we will be entitled to raise an objection to another supplier taking over the Supply in respect of any Site in the following circumstances:
- 10.2.1. where you attempt to transfer to the relevant Supplier prior to the Agreed Pricing End Date;
 - 10.2.2. where any sum payable to us under the Agreement is overdue for payment;
 - 10.2.3. where you have failed to give us 28 days written notice of your wish to end the Agreement and transfer to the relevant supplier;
 - 10.2.4. where you are in breach of any other provision in the Agreement;
 - 10.2.5. where the relevant transfer request does not include all of the Meter Points at the relevant Site or that appear on the same Unmetered Supply Certificate on the same date;
 - 10.2.6. where completion of the transfer to the relevant supplier (including registration of the relevant Meter Point(s)) would be in breach of any Industry Rules or it would otherwise be reasonable for us, acting in accordance with Industry Rules, to object to the transfer;
 - 10.2.7. where you have provided insufficient information to allow us to allocate the payment;
 - 10.2.8. where, having been notified of the need to provide credit cover, you have not provided adequate credit cover; and/or
 - 10.2.9. where, having been notified of the need to make a prepayment, you have not made such prepayment.
- 10.3. Without affecting any other right or remedy which we may have (including any right or remedy relating to any breach of the Agreement prior to the Agreement end date) we will be entitled to end the Agreement with immediate effect on giving you notice in any of the following circumstances: -
- 10.3.1. you are the subject of an Insolvency Event;
 - 10.3.2. as per Clause 7.5 if you fail to provide us with the required credit cover (as applicable), in each case as reasonably specified by us, we will be entitled terminate the Agreement with immediate effect;
 - 10.3.3. you have committed a material breach of the Agreement and, in the case of a breach that is capable of remedy, have failed to remedy that breach to our reasonable satisfaction within 10 Working Days of us giving you a notice requiring it to be remedied;
 - 10.3.4. we become aware that a Site is the subject of an active Green Deal Plan or DCC connection;

10.3.5. we are entitled to end the Agreement in accordance with any other provision in these Terms and Conditions or any applicable Schedule which specifies that we will have a right to end the Agreement with immediate effect in particular circumstances;

10.3.6. we are required to end the Agreement in accordance with Industry Rules.

10.4. Where the Agreement covers more than one Site, then unless we say otherwise in the relevant notice, any notice given by us under clause 10.3 will operate to end the Agreement with respect to all of the Sites covered by the Agreement.

10.5. Where we end the Agreement under clause 10.3 prior to the Agreed Pricing End Date, then unless any applicable Industry Rules say otherwise, we will be entitled to recover from you a Termination Fee.

10.6. Whenever the Agreement ends with respect to a particular Site, we will be entitled to issue a final invoice, based on the available consumption data, for our Charges in respect of all gas and/or electricity supplied to that Site up to the Agreement end date, and if applicable, any Termination Fee.

11. Liability and Force Majeure

11.1. We will not be liable to you, under or in connection with the Agreement, for any loss of use, loss of profit, loss of revenue, loss of contracts, loss of goodwill or any loss of kind that does not flow directly from any breach of the Agreement, negligence or other default on our part.

11.2. We will not be liable to you for any delay in performing any obligation we may owe you under or in connection with the Agreement where the relevant delay or failure is caused by circumstances beyond our reasonable control, including but not limited to a Force Majeure Event.

11.3. We will not be liable for any payments that we have made to any intermediary or broker in relation to the supply contract. Any questions in relation to these amounts should be passed to the third-party intermediary and/or broker in question.

11.4. Our total liability to you for in respect of physical loss and/or damage to any property (whether arising from a breach of the Agreement, any negligence or otherwise) will in no circumstances exceed one million pounds (£1,000,000). For any other claim our total liability (whether arising from a breach of the Agreement, negligence or otherwise) under or in connection with the Agreement will not exceed an amount equal to one third of the total charges paid by you to us under the Agreement in the twelve (12) months immediately preceding the claim, and for these purposes any claims arising out of the same incident or a series of connected incidents will be treated as a single claim.

11.5. Nothing in the Agreement will operate to limit or exclude our liability for anything in respect of which liability cannot lawfully be limited or excluded.

12. General

12.1. The Agreement is formed in the way described in clause 1, contains the entire agreement and does not include any separate documents that may have been discussed in the lead-up to the Agreement being entered into. You must not rely on any statements made by us, whether in the lead-up to the Agreement being entered into or subsequently.

- 12.2. We may share information and data relating to you with all relevant industry organisations based on agreed industry processes. In addition, we may share information and data relating to you with third parties to assist in providing services to you and in order to help to prevent and detect debt, fraud, or loss, or to a credit-reference or a debt collection agency or to any other third party where we deem it expedient or beneficial to do so.
- 12.3. You are not entitled to transfer any of your rights or responsibilities under the Agreement to another person without our written permission, such permission not to be unreasonably withheld. We are entitled to transfer all or any part of the Agreement to another supplier and, if we ask you to do so, you must promptly enter any further Agreement that we reasonably consider is necessary to give full effect to a transfer of this kind.
- 12.4. Failure of either Party at any time to enforce any provision of these Terms and Conditions shall in no way affect the right to require performance of or enforce such provision thereafter. The waiver of breach of any provision of these Terms and Conditions shall not mean a waiver of any succeeding breach of such provision or waiver of the provision itself.
- 12.5. If any provision of this Agreement, in part or in its entirety, should be deemed by any Competent Authority to be unenforceable or invalid we take all reasonable steps to agree and replace said provision with one that achieves the same effect to the extent that a replacement provision is possible. The remainder of this Agreement will remain in full force and effect.
- 12.6. All notices from you in connection with the Agreement must be in writing, signed by an authorised representative and sent by first class post to: -
- Brook Green Supply Ltd
80 Hammersmith Road
London
W14 8UD
- 12.7. We can contact you in order to give any notices under the Agreement by sending these to the current billing address we have for you, or by using any email address you or your agent has provided us with.
- 12.8. Whether we are contacting you or you are contacting us, a letter will be treated as having reached the recipient two Working Days after it was posted to the correct address. An unreturned email will be treated as having reached the recipient on the Working Day after it was sent.
- 12.9. Where we reasonably consider it is necessary or appropriate as a result of a change to Supply Licence, Industry Rule or other Legal Requirement requires an amendment to this Agreement, including the Agreed Pricing Details to vary the Agreed Pricing Details and/or any of these Terms and Conditions, we will be entitled to make the relevant variations, effective from the date of such change.
- 12.10. We will be entitled to make such changes to the Agreement as we reasonably consider are necessary to reflect any changes to Industry Rules or other laws or regulations or methodology which occur after the date of the Agreement being entered into. Apart from this, any changes to the Agreement must be agreed with in writing between you and us in order to be valid.
- 12.11. No provision of the Agreement is intended to be enforceable by any third party i.e., by any person other than you or us.

- 12.12. You agree that we may from time to time, and without further notice, electronically record telephone conversations between your representatives and ours in relation to matters connected with the Agreement.
- 12.13. The Agreement is to be governed by English law and you and we each agree to disputes relating to the Agreement exclusively being dealt with by the English courts.

13. Emergencies and Safety for Gas and Electricity

- 13.1. You must immediately tell your electricity Network Operator if you are aware that a matter or incident that either:
- 13.1.1. is a potential danger or requires urgent attention in supplying or distribution of electricity; or
 - 13.1.2. affects the security, maintenance and quality of service of the electricity distribution network.
- 13.2. In the case of gas, if you suspect a gas leak, you must:
- 13.2.1. ventilate the Site by opening all doors and windows;
 - 13.2.2. avoid using any electrical equipment within the Site (including light switches/mobile phones) or naked flames;
 - 13.2.3. turn off the gas at the emergency control valve by the meter (it is normally turned off when the handle is at right angles to the pipe);
 - 13.2.4. call National Grid immediately on 0800 111 999: Calls are free, and advice is available 24/7.
- 13.3. Gas Emergency Contact Details will be required by the Network Operator under the following circumstances:
- 13.3.1. If any given Gas supply has an AQ of 732,000 or above and is not manned 24 (twenty-four) hours daily, 3 emergency contact details (first name, last name, telephone and/ or email) will be required; or
 - 13.3.2. If any given Gas supply has an AQ of 732,000 or above and is manned 24 (twenty-four) hours daily, 1 emergency contact detail (first name, last name, telephone and/ or email) will be required.
- 13.4. Failure to provide us with relevant emergency contact detail(s) will result in a network offer rejection and can delay or entirely halt the registration process.
- 13.5. Whether any given Gas supply is manned 24 (twenty-four) hours daily is stipulated by the relevant Network Operator.

14. Renewable Supply

- 14.1. We may at our discretion supply a portion of electricity from renewable generation sources in the UK backed by Renewable Energy Guarantee of Origin (REGO) certificates. For the avoidance of doubt, we are not obligated to supply such electricity.
- 14.2. We may at our discretion carbon offset gas supplied using a range of carbon credits available in the market. These may include carbon credits developed as part of UNFCCC (United Nations Framework Convention on Climate Change) or other

voluntary market projects. For the avoidance of doubt, we are not obligated to provide such carbon offsets in relation to gas supplied.

- 14.3. Unless instructed otherwise by us, we shall continue to include in the charges (and the customer shall continue to pay) an amount in respect to the Climate Change Levy as stated in clause 4.2.

15. Feed-in-Tariff Status

- 15.1. We are not a "FIT Licensee" within the meaning of Industry Rules and so are not able to make any payments under the government's feed-in tariff (FIT) scheme. If you have any renewable electricity generation equipment installed at any Site and wish to claim payments under the FIT scheme in respect of electricity generated by it, you should notify us prior to entering into the Agreement and discuss with us whether there would be any issue taking a Supply at the relevant Site from us.

16. Definitions & Interpretation

- 16.1. In this Agreement, unless the context otherwise requires, the following words and phrases will have the following meaning:

Agreed Pricing Details – means in respect of a particular Site or Sites, the particular charging terms that we have agreed with you and the period within which those terms will apply.

Agreed Pricing End Date – means in respect of a particular Site or Sites, 11.59pm on the last day of the Agreed Pricing Period.

Agreed Pricing Period – means in respect of a particular Site or Sites, the period in relation to which we have agreed that (subject to this Agreement) agreed charging terms will apply.

Agreed Start Date – means in respect of a particular Site or Sites, 00.01 am on the first day of the Agreed Pricing Period.

Agreement – means the contract between you and us formed in one of the ways described in clauses 1.1 or 1.3 (as applicable).

AMR Meter – means a meter that automatically collects meter readings and/or half hourly consumption data which are accessible via remote connection to the meter.

Agent – means the person who is (to be) appointed to carry out particular installation, maintenance, data collection or other activities in relation to Metering Equipment, including those activities which are required to be carried out by particular qualified persons for the purposes of applicable Industry Rules.

Charges – means our charges for gas and/or electricity supplied under the Agreement, being the applicable charges described in clause 4.

Climate Change Levy (CCL) – means a tax as referred in Schedule 6 of the Finance Act 2000.

Code Administrator – means the organisation duly appointed by the Secretary of State and/or Ofgem as the authority for the Balancing & Settlement Code, Uniform Network Code, Independent Gas Transporter Uniform Network Code, Retail Energy Code, Connection Use of Systems Code, Distribution Connection Use of Systems Code, Grid Code, and any other Code governing the UK energy markets as published by Ofgem from time to time.

Competent Authority – means the Secretary of State, Ofgem, Code Administrator, or any other relevant regulator, public body, or authority,

Credit Profile – means our assessment of your strength as a contract counterparty, as represented by a score that is set by our internal team who review your credit information provided by third parties and any other relevant company information that may include financials, directors, third party ratings, any material adverse changes (as determined in our sole discretion) to you, industry and geo-economic conditions.

Deemed Contract Rate – our standard charges for the supply of gas and/or electricity under a contract of the kind described in clause 1.3. The relevant charges, which are subject to change from time to time, will be those published on our website.

De-energisation- removal of the main fuse where electricity cannot flow to or from the supply point but is still connected to the electricity network. Electricity remains disconnected until it is reconnected.

Direct Debit – a pre-authorised payment arrangement, based on standard industry terms which are reasonably satisfactory to us, under which you authorise your bank to pay particular amounts of money to us.

Disconnection – The physical removal of all metering, cabling or pipework from the property by the appointed metering agent and/or Distribution Network Operator.

Due Date – the relevant date by which a particular amount invoiced or demanded by us under the Agreement must have been paid.

Energy Intensive Industries (EII) – A government scheme that allows certain, energy intensive businesses to claim up to 85% exemption on CfD, RO & FiT.

Expected Energy Consumption – an estimate made by us, based on information provided by you, of your annualised expected consumption of gas and/or electricity in each Relevant Period, under the Agreement, and where not explicitly stated, shall be calculated pro rata from the overall estimated consumption over the contract length.

Expected Supply Exposure – an estimate by us at our sole discretion of the credit exposure that Brook Green will have against you. This is typically the sum of 3 months of billable energy value when based on our standard payment terms however will vary depending on the agreed payment terms. Variations from this calculation could also be driven by other factors such as variable market prices.

Force Majeure Event – any cause or event beyond our reasonable control, which includes, without limitation: any breakdown or failure of transmission, communication or computer facilities; industrial disturbance, strikes or similar industrial action; acts of war; acts of terrorism; vandalism; civil commotion; the failure of a major energy supplier or a material number of energy suppliers; the failure of a major generator or a material number of generators; the failure of any third party service provider for any reason to perform its obligations; failure of plant or apparatus which could not have been prevented by good industry practice; suspension, interruption or termination of transmission through any transmission or distribution network; any exercise of demand control pursuant to a Grid Code; any act of Parliament or governmental restraint including a direction of the Secretary of State under sections 34(4) or 96 of the Electricity Act 1989 or any other similar

restrictions; and/or acts of God such as adverse weather conditions, pandemics, epidemics, disease, earthquakes, or the occurrence of other natural events. For the avoidance of doubt, a force majeure is only relevant for our obligations and your inability to consume electricity, perform any obligation or to pay any amount due under the Agreement for any reason shall not be treated as force majeure.

Good Industry Practice - means the exercise of a degree of skill, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider of the relevant activities engaged in the same type of undertaking under the same or similar circumstances.

Green Deal Plan - in respect of a Site, means an agreement entered into the government's "Green Deal" scheme under which efficiency improvements have been or will be made at the Site and charges relating to those improvements recovered through energy bills for the Site;

Industry Rules - means all relevant rules and requirements applicable to any Supply, including but not limited to: -

- i. the Electricity Act 1989;
- ii. the Gas Act 1986;
- iii. the conditions of licences granted in respect of the supply of electricity or gas (as applicable) are required to adhere:
- iv. the industry codes and agreements to which licensed suppliers of electricity or gas (as applicable) are required to adhere:
- v. any legislation, regulations or application of the same which affects the conditions or costs of supply to any Site;
- vi. any applicable connection agreement with a Network Operator.

Insolvency Event - means if you: -

- vii. are dissolved (other than pursuant to a consolidation, amalgamation or merger);
- viii. become insolvent or unable to pay your debts generally as they fall due, fail generally to pay, or admit in writing your inability generally to pay your debts as they become due;
- ix. make a general assignment, arrangement, composition or other arrangement with or for the benefit of your creditors;
- x. institute or have instituted against you a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for your winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against you, that proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for your winding-up or liquidation or (B) is not withdrawn, dismissed, discharged, stayed or restrained in each case within thirty days of the institution or presentation of that proceeding or petition;
- xi. have a resolution passed for your winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- xii. seek or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for you or for all or all or substantially all your assets;
- xiii. have a secured party take possession of all or substantially all your assets or have a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all your assets

and that secured party maintains possession, or that process is not withdrawn, dismissed, discharged, stayed or restrained, in each case within ten (10) days of that event;

- xiv. cause or are subject to any event with respect to you that, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub- paragraphs (i) to (vii) of this definition above; or
- xv. take any action in furtherance of, or indicating your consent to, approval of, or acquiescence in, any of the acts referred to in this definition.

Management Accounts – means your financial reports including profit and loss reports and balance sheets, including for the avoidance of doubt, draft versions of these documents.

Metering Equipment – the metering equipment which is or (as the context requires) is required to be installed at a particular Meter Point.

Meter Point – in respect of a particular Site, the point (or points, as applicable) where the Site is connected to the relevant mains gas or electricity distribution network and is metered for the purposes of recording amounts of gas or electricity supplied to the Site. There may be more than one such meter point per Site.

Metering System Identifier (MSID) – in the case of electricity, a reference number identifying the entry and exit point onto the relevant electricity distribution network.

Micro Business – means a company which either consumes less than or equal to 293,000 kWh of gas a year, or consumes less than or equal to 100,000 kWh of electricity a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding £2,000,000;

Mutualisation Amount - means any cost incurred by the supplier to recover any outstanding payments owed by a defaulting Electricity Supplier.

Network Operator – in respect of a particular Site, means the relevant operator of the electricity distribution network or (as applicable) gas distribution network to which the Site is connected or (as the context requires) to which the Site would need to be connected in order for a Supply to be made.

Relevant Period – any monthly or annual period of supply

Site – means the Site which we have agreed to Supply, as referred to in clause 1.1, or (as applicable and as referred to in clause 1.3) in respect of which we are treated as having entered into a contract for a Supply.

Smart Meter – means Metering Equipment which meets the smart metering technical specification (SMETS) determined under Industry Rules from time to time.

Supply – the supply of mains electricity and/or (as the context requires) the supply of mains gas.

Supply Period – means each calendar month or (if applicable) any other period we have agreed with you as part of the Agreed Pricing Details as being the period in respect of which we will invoice you for gas and/or electricity supplied to one or more Sites.

Termination Fee – means a compensation sum equal to the loss and/or additional costs (if any) that we calculate (acting reasonably) we have incurred as a result of the Agreement ending with respect to one or more Sites (as applicable) prior to the Agreed Pricing End Date. Matters that may be taken into account for these purposes

include: (i) amounts of gas and/or electricity we may have purchased in advance of the Agreed Pricing Period on the basis of the Expected Energy Consumption and movements in the price of gas and/or electricity between the Agreed Start Date and the date on which the Agreement ends; (ii) administrative costs and other charges.

Terms and Conditions - the terms and conditions set out in this document.

Unmetered Supply - has the meaning given to that expression in Industry Rules.

Unmetered Supply Certificate - means the certificate issued by an "Unmetered Supply Operator" (envisaged by Industry Rules) detailing all equipment associated with an Unmetered Supply MSID.

Unmetered Supply Point - means the point at which a Site which is the subject of an Unmetered Supply is connected to the relevant electricity distribution network.

We, us or our - Brook Green Supply Limited (company number 09910619) whose registered office is at 80 Hammersmith Road, London W14 8UD.

Working Day - any day other than Saturday, Sunday and public holidays in England and Wales

You, your - means the individual (sole trader), partnership, company or other organisation with whom we have entered into, or are treated under Industry Rules as having entered into, a contract for the supply of either gas and/or electricity. Where the Agreement refers to "you" using gas and/or electricity at a particular Site, the word "you" will also be treated as referring to anyone else who is in occupation of that Site during a period in which you own or otherwise have responsibility for that Site.

16.2. In the Agreement, unless the context otherwise requires: -

16.2.1. the words "include", "including", "in particular" and other similar expressions are to be read as if they were followed by the words "but without limitation"

16.2.2. any reference to a "person" includes any individual, company or other entity or organisation which has a legal personality;

16.2.3. any reference to any Industry Rule or other law or regulation is a reference to that Industry Rule or other law or regulation as it may have been amended or replaced from time to time.

16.2.4. any reference to a "clause" is a reference to a clause in the Terms and Conditions.

16.2.5. words in the singular are to be interpreted as including the plural, and vice versa.

16.2.6. any headings used in the Terms and Conditions are inserted for ease of reference only and are not intended to affect the interpretation of the Agreement.