



**DEEMED NATURAL
GAS SUPPLY SCHEME
WITH DONG ENERGY**

Energy for Business

DONG
energy

Terms and Conditions of a Deemed Contract for Supply of Gas

Deemed Contract Scheme

- A. This **contract** has been issued under the Deemed Contract Scheme of DONG Energy Sales (UK) Limited, made under paragraph 8 of schedule 2B to the Gas Act 1986 (the "**Gas Code**"). A "Deemed Supply Type" contract relationship will normally exist where any customer moves into new **premises** without agreeing a contract with a **gas supplier** and may also arise when an existing **contract** comes to an end and the customer continues to consume **gas** or does not move to another **gas supplier**. There may also be other circumstances where this can apply.
- B. Under the scheme, **you** are deemed (considered) to have a legally binding **contract** with us.
- C. Under the **Gas Code** we are allowed to revise this scheme from time to time. If we do make a revision, we will first send the full text of the revision to our industry regulator, after which time the revision will come into force. Once the revision comes into force, it will apply to all deemed contracts we create from that point on. It will also apply to any deemed contracts that already exist, unless the revision says otherwise.
- D. This **contract** between **you** and **us** shall continue until:
 - a. **You** enter into a formally binding contract for the supply of gas with **us**;
 - b. **You** enter into a new contract with another gas supplier; or
 - c. All supply meter points subject to this contract have been disconnected; or
 - d. A new owner or occupier has assumed responsibility for the supply to the premises.

1. **General terms and conditions of the contract**

- 1.1 The words shown in bold will have the meanings given to them in the Definitions section of this contract.
- 1.2 When **we** refer to clauses, **we** mean the clauses of this **contract**, unless **we** say otherwise.
- 1.3 Clause headings in this **contract** are for ease of reference only and do not form part of this **contract**.
- 1.4 In the **contract**, unless the context means that a different meaning should be used, the following will apply:
 - (a) any reference to an agreement, document or instrument (for example, a licence) includes any later amendments to it or any agreement, document or instrument which may affect it;
 - (b) any reference to **you** or **us** includes anyone who takes over from **you** or **us**.
 - (c) if any information is given in or under this **contract** 'for information purposes only', **we** are providing that information in good faith. **You** should not rely on this as advice and it will have no legal force or effect. **You** agree that **we** are not responsible for making sure that this information is accurate or telling **you** if new information has replaced the information provided under this **contract**; and
 - (d) when **we** refer to a statute or statutory provision, **we** include any changes to it or laws made under it.
- 1.5 This **contract** is the full agreement between **you** and **us**, and takes priority over any spoken or written contract, negotiations and understandings previously made or given in relation to it. Both **you** and **we** confirm that **we** have not entered into this **contract** based on information that is not clearly included in this **contract** (except in the case of fraud). **We** are not giving any other warranties, conditions or other statements apart from those that have been set out clearly in this **contract**.
- 1.6 English law will apply to this **contract**, and any disputes and differences will be settled by the English courts. However, if this **contract** only covers **supply points** in Scotland, Scottish law will apply to this **contract**, and any disputes and differences will be settled by the Scottish courts (if **you** and **we** agree to this). For these sites, both **you** and **we** give permission for this **contract** to be registered for 'preservation and execution' (as defined under Scottish law).
- 1.7 If any term (or part of any term) of this **contract** becomes illegal, can no longer be enforced, or is no longer valid, this will not affect the rest of the **contract**, which will continue in full force.
- 1.8 Unless permitted under clause 1.12, this **contract** may not be released, discharged, added to or changed in any way unless either **you** or **we** give written notice and it is agreed.
- 1.9 If **you** or **we** decide not to enforce any term of this **contract**, this decision will not come into force or be legally

binding until it has been set out in writing and signed by an authorised officer or representative. Also, the decision will apply only to the term it relates to, and not to any other matters.

- 1.10 Unless **we** say otherwise, nothing in this **contract** will create any rights or benefits for another person, and nobody else apart from **you** and **us** will have any rights under this **contract**, including those rights under the Contracts (Rights of Third Parties) Act 1999.
- 1.11 **You** or **we** will not need permission from anyone else to change or end this **contract**, even if doing so would affect any benefit of another person.
- 1.12 **We** can change the terms of this **contract** after giving **you** at least 60 **days'** written notice. This notice must explain what changes **we** have made and the date they come into force.
- 1.13 If you want to end this **contract** after **we** have given **you** notice that **we** plan to make a change in accordance with clause 1.12 above, **you** must give **us** at least 30 **days'** written notice.

2. Requirements in respect of supply points

- 2.1 **We** will supply **gas** to the **supply points** under this **contract** on the basis that, if a **supply point** is made up of more than one **supply meter point**, the **gas** taken at each **supply meter point** is supplied to **premises** that:
 - (a) **you** own or occupy;
 - (b) are close to each other;
 - (c) are within a shared boundary; and
 - (d) are linked to each other in some necessary or reasonably useful way.
- 2.2 **You** will make sure that all **gas** taken at a **supply point** passes through the **meter** at that **supply meter point**. For the purposes of this **contract**, **you** must also accept full responsibility for the **gas** **you** or anyone else (whether or not they have your authority) take at each **supply point**.
- 2.3 **We** will deliver **gas** to **you** at the **delivery point** and the ownership of the **gas** delivered will pass to **you** at the **delivery point**.
- 2.4 If the requirements in clause 2.1 no longer apply (or are expected to no longer apply) in relation to any **supply point**, **you** must tell **us** as soon as possible.
- 2.5 **You** must tell **us** promptly if the address or postcode of any **supply point** changes.
- 2.6 For each **large supply point**, you must give **us** the following details:
 - (a) enough phone numbers and fax numbers to allow **us**, the **network emergency co-ordinator** or the **gas transporter** to contact **your** representatives at any time of the **day** (and on any **day** of the year) for the purposes described in clause 9; and
 - (b) The names or job titles of people working for **your** company who **we** may contact using the numbers mentioned in 2.6 (a).
- 2.7 For each other **supply point**, **you** must give **us** phone numbers **we** can use to contact one of the people working for **your** company (in working and non-working hours), for the purposes described in clause 9.
- 2.8 **You** must keep these contact details up to date, and tell **us** as soon as possible if they are going to change.
- 2.9 **You** must give us a guarantee that the **gas** **we** supply to each **supply point** under this **contract** will only (or mainly) be used for non-domestic purposes. **You** must tell **us** immediately if **you** use, or plan to use, the **gas** only (or mainly) for domestic purposes.
- 2.10 By signing this **contract**, **you** are confirming that **you** have not installed **gas**-boosting, compression or mixing equipment at any **supply point**, and that **you** will not install this type of equipment without first giving **us** at least 30 **days'** written notice.
- 2.11 **We** may ask **you** questions about a **supply point**. If **we** do this, **you** must answer these questions within a reasonable timescale **we** will set. If required **you** must also provide reasonable evidence that **you** are keeping to the requirements of paragraph 17 of the **Gas Code** if they apply. Paragraph 17 says that buyers who use appliances which may affect the pressure of **gas** which is supplied to their neighbours (for example, an engine, compressor or equipment that uses compressed air or **gas**) may have to install and use any equipment that prevents those appliances from causing inconvenience to other local **supply points** or the **pipeline system**.

3. Installing a meter and maintaining it

- 3.1 Unless clause 3.14 says otherwise, the **meter asset manager** (or the person **we** or they approve) will own the **meter** installed at each **supply meter point** and they will maintain it. It will be installed, used, maintained and replaced in line with **our** requirements, taking account of good industry practice.

- 3.2 Unless clause 3.14 says otherwise, **we** or the **meter asset manager** (or any other person **we** or they approve) may, after giving **you** reasonable notice, install, use, remove or replace any **meter, data-logger**, converter and associated equipment installed, or to be installed, at **your premises** in relation to the **supply meter point** (including associated pipework, regulators, filters, valves, seals, housings and mountings). **We** refer to the **meter, data-logger** or converter, and all its associated equipment, as the '**meter installation**'. The **meter installation** will belong to the **meter asset manager**, unless **we** pass the ownership to **you** or someone else **you** have a contract with.
- 3.3 If **we** have to pay costs to carry out any work under clause 3.2, **you** must compensate **us** for those costs. If the work leads to an increase in the costs **we** pay to deliver **gas** to a **supply point**, **we** will be entitled to pass on the extra cost to **you** by adding it to the price.
- 3.4 **You** must provide safe and clear access to each **meter installation** at all reasonable times, and always between 8am and 5pm on any **business day**, so that **we**, the **gas transporter**, the **meter asset manager**, the **meter reading agency** or any associated contractors can:
- (a) install, maintain, inspect, repair, replace, upgrade, disconnect or shut down any part of the **meter installations**, including any **meter**;
 - (b) take any **meter readings** or **data-logger readings** or AMR readings; or
 - (c) disconnect any **supply meter point**, if **we** or the **gas transporter** have the right to do so in line with the Gas Act 1986.
- 3.5 If **you** fail to provide safe and clear access to a **meter installation** in line with clause 3.4, **you** must compensate **us** for any costs which **we** may have to pay to anyone else as a result of them not being given access to the **meter installation**.
- 3.6 **We** will not be failing in **our** duty to supply **gas** to the **supply point** if **you** are forced to reduce the amount of **gas** **you** take at a **supply meter point**, or stop taking **gas** completely, as a result of action **we**, the **gas transporter**, the **meter asset manager**, the **meter reading agency** or any associated contractors have taken in line with clause 3.4.
- 3.7 **We** will not be failing in **our** duty to supply **gas** at a **supply meter point** if **you** are not able to take **gas** from that **supply meter point** as a result of any part of the **meter installation** failing or being faulty.
- 3.8 **You** must make sure that all of **your premises** have a suitable site for each **meter installation**, which provides the following facilities (without charging **us** or the **meter asset manager**):
- (a) supplies of power, water and drainage that are appropriate to the type of equipment installed;
 - (b) protection from the weather and all other natural dangers; and
 - (c) whatever security measures are needed to prevent unauthorised people from getting access to the equipment.
- 3.9 **You** must regularly check the **meter installation** to make sure that it has not been damaged, mistreated or interfered with. If it has been damaged, mistreated or interfered with, **you** must:
- (a) tell **us** as soon as possible; and
 - (b) get a crime number from the police if the **meter installation** was damaged, mistreated or interfered with by anyone other than **you** or **your** authorised contractor.
- 3.10 If the **meter installation** has been damaged, mistreated or interfered with, **you** must refund **us** for any costs that may apply as a result, except if the **meter installation** was damaged, mistreated or interfered with as a result of **our** negligence.
- 3.11 By signing this **contract**, **you** confirm that there are no **meter bypasses** installed at any **supply meter points**, and that **you** will first get **our** written permission before **you** install any.
- 3.12 For each **supply meter point**, **you** must give **us** details of where the **meter** has been installed and what **we** have to do to get access so **we** can take **meter readings**. **You** must let **us** know if **you** move the **meter** elsewhere.
- 3.13 If **you** ask **us** to make changes to an existing **meter installation**, or if **you** want **us** to install a new **meter installation** at a **supply point**, **we** will be entitled to recover from **you** all of **our** costs and expenses to carry out this work. If the work leads to an increase in the costs **we** pay to deliver **gas** to a **supply point**, **we** will be entitled to pass on the extra cost to **you** by adding it to the price.
- 3.14 If, at any time during this **contract**, the **meter** or any part of the **meter installation** at any **supply meter point** is owned by someone other than **us** or the **meter asset manager** **we** have appointed, **you** must tell **us**. **You** must keep the **meter** in good working order and arrange for any repairs or maintenance that are needed. **You** must also make sure that the **meter** always keeps to the relevant **IGEM Meter Recommendations** and any

other relevant laws and regulations. **You** must make sure that the **meter** has been approved and stamped in line with section 17 of the Gas Act 1986.

3.15 If **we** ask **you** to provide access to allow **us** to inspect any **meter** referred to in clause 3.14, **you** must give **us** (and anyone else working with **us**) access as soon as possible. The inspection is to make sure that **you** are meeting **your** responsibilities in relation to that **meter installation**. **We** will have the right to ask **you** to arrange for any **meter** to be removed, examined, checked for accuracy and corrected (if this applies). Clauses 3.9 and 3.10 will (with all necessary changes having been made) apply to any request **we** make for **you** to do this.

4. Metering, meter accuracy and quantities supplied

4.1 **We** will work out the amount of **gas we** supply, and the amount of **gas you** take at each **supply point**, in the way described in this clause.

4.2 **We** will work out the amount of **gas we** supply to a **supply point** during a **meter-reading period** (or an estimate of the amount, in line with clause 4.6) by multiplying the daily amount supplied (as taken from the **metered volume** at each **supply meter point** within that **supply point** and corrected for temperature and pressure in line with the **calorific value**) and converting the result into an amount measured in **kWh**.

4.3 The **calorific value** for the amount of **gas** used in a **day** at a **supply meter point** will mean:

- (a) the relevant **calorific value** for that **day**, as confirmed by the **gas transporter** for the area where the **supply meter point** is placed; or
- (b) any other value **we** decide, in line with the Gas (Calculation of Thermal Energy) Regulations 1996.

4.4 **We** will have the right to change the units of measurement under this **contract** after giving **you** at least 30 **days'** written notice.

4.5 **We** will invoice **you** for the amount of **gas you** have used during a calendar month, according to:

- a **meter reading** or **data-logger reading we** received from the **meter reading agency** within five **business days** of the end of the month; or
- a **meter reading** or **data-logger reading we** received from **you** within five **business days** of the end of the month.

4.6 If **we** do not receive a **meter reading** or **data-logger reading**, or if for any reason (including communication problems) **you** cannot give **us** a **meter reading** in line with clause 4.5, or the reading **you** give does not appear to be consistent with other information **we** have, **we** will invoice **you** for an amount of **gas** which **we** reasonably estimate **you** have used. This may be based on information **we** receive from National Grid UK.

4.7 If **we** estimated the amount of **gas** used in a particular month, when **we** next receive an actual **meter reading** that **we** consider to be accurate, **we** will check **our** estimate against the actual reading. **We** will adjust the amount **you** have used applying the daily **calorific values** to the actual **quantity** to take account of any underestimate or overestimate, as appropriate. **We** will then send **you** an invoice or credit note for the adjusted amount.

4.8 If **we** produce an invoice based on a **meter reading** or **data-logger reading**, and **we** then receive a revised **meter reading** or **data-logger reading**, **we** will take account of the revised reading in the next invoice **we** send **you**. **We** will do that by adding an appropriate amount to the invoice, or taking the appropriate amount off the invoice.

4.9 **You** can ask **us** to remove, examine and check the accuracy of a **meter**, **data-logger** or converter, as long as **you** give **us** reasonable notice in writing and the **meter asset manager** agrees. If **we** find the equipment to be within the levels of accuracy allowed in the Gas (Meters) Regulations 1983, **you** will have to pay the costs for removing, examining and checking the equipment. **We** will pay the costs in all other cases.

4.10 If **we** find that the **meter**, **data-logger**, **AMR equipment** or converter is not working within the levels of accuracy allowed in the Gas (Meters) Regulations 1983, **we** will work out, in the way shown below, how much **gas** was supplied in the same way as if **we** were making an adjustment for the purposes of the **Uniform Network Code** due to a mistake with a **meter**.

- (a) The **meter** will be covered under paragraph 4 of the **Gas Code** if it is part of a **supply point**:
 - (i) with an **estimated buyer's consumption** of below 2.198 million **kWh**; or
 - (ii) through which **gas** is supplied to **secondary premises**.

On 18th February 2005, paragraph 4 stated that the **meter** will be considered to have been registering incorrectly to the same extent as the previous **meter reading** on which the **meter** was found to register readings outside the limits.

- (b) If (a) above does not apply, this will be decided reasonably by a **distribution network operator** or an

expert appointed under the **Uniform Network Code**.

4.11 **Meter readings**, and **converter readings** taken for the purposes of this **contract**, will become **our** property.

5. Maintaining the automated meter reading equipment

5.1 If **AMR equipment** is already fitted the **AMR equipment manager** (or any other person appointed by **us** or the **AMR equipment manager**) will, , maintain the **AMR equipment** in line with good industry practice.

The **AMR equipment manager** will own the **AMR equipment** unless it is transferred to **you** or someone else **you** have appointed.

5.2 If **we** give **you** reasonable notice, **you** must give **us**, the **AMR equipment manager** or any other person **we** have appointed, clear and safe access to **your** premises between 8am and 5pm on a **business day** to:

- (a) maintain, inspect, repair, replace or renew; and
- (b) remove, disconnect or disable any **AMR equipment** (or part of it) for a **supply meter point**.

The notice **we** give **you** will say who will be carrying out the necessary work.

5.3 If **you** do not provide the access explained in clause 5.2 above, **you** will be responsible for any costs which arise as a result.

5.4 **You** must make sure that there is a suitable place for the **AMR equipment**. That place must be secure and protect the equipment from the weather and other possible harm. **You** will need to pay any costs involved in providing this place. Also, **you** must regularly check the **AMR equipment** to make sure it has not been damaged or tampered with. If **you** discover any damage, **you** must report this to **us** as soon as possible. If anyone other than **you** or **your** contractor or agent is responsible for the damage or has been tampering with it, **you** must report this to the police and tell **us** the crime reference number **you** are given.

5.5 **You** must compensate **us** for any costs that may arise as a result of any damage to the **AMR equipment**, except for any damage caused by **our** negligence.

5.6 If the **AMR equipment manager** or a competent registered engineer **you** have hired carries out any activity which results in the **meter** or its **ancillary equipment** being removed or replaced, **you** will not receive any **automated meter readings** until **we** receive details of the change from **you** or the **meter asset manager**. **You** must then pay a charge for reinstalling the **AMR equipment**.

6. Automated meter-reading services

6.1 Where already fitted, your **AMR equipment** will be programmed to collect daily read and half hourly data unless **we** write to **you** to tell **you** otherwise.

6.2 If the **automated meter readings** are programmed to be collected as daily read and half hourly, **you** can see the reading on **our customer portal**. **We** will give **you** a username and a password that **you** will need to use to see the information on the website. The **customer portal** may not be available when planned or emergency maintenance is being carried out. If this happens, **we** will not be legally responsible to **you**. Also, **you** are responsible for making sure that **you** have the equipment and internet access needed to use the website.

6.3 **We** do not guarantee that the information provided through the **AMR equipment** and the **customer portal** is accurate or complete.

6.4 For non-daily metered (**NDM**) meters, if **we** consider it appropriate **we** will use **your automated meter readings** to invoice **you** as shown in clause 4.5.

For daily-metered (**DM**) meters, **we** will continue to invoice **you** using the **data-logger** as shown in clause 4.5.

7. Volume forecasts

7.1 By signing this **contract**, **you** declare that **your** estimated consumption is **your** estimate (made in good faith) of the amount of **gas you** use at the relevant **supply points**.

7.2 If **you** think (or could reasonably have expected) that **your** estimated consumption no longer represents an estimate in good faith of **your** requirement for **gas** at the **supply points**, **you** must tell **us** as soon as possible and give **us your** best available revised estimate. If **we** believe that **your** revised estimate is significantly less than the contracted consumption, or if the contracted consumption is a significant overestimate of the actual amount of **gas you** need at the **supply point**, **we** may increase the price by an amount equal to any extra costs **we** have to pay to any **gas transporter**, **meter asset manager** or **meter-reading agency** for making new or changing existing arrangements to supply **gas** to the **supply point**. **We** will give **you** notice before **we** increase the price.

8. Supply quantities

8.1 **You** must tell **us** if **you** have made, or are planning to make, any change to the size, nature, or the use of the

gas-consuming equipment, or any change in the nature of **your** activities or processes being carried out at the **premises**, which has led to or might lead to **you** changing your requirement for **gas** at the **supply point**.

- 8.2 If at any time **you** expect that the amount of **gas** used at any **supply point** may be more than 125% of the baseline NTS exit (flat) capacity for that **supply point**, **you** should tell **us** as soon as **you** can.
- 8.3 Without affecting **our** rights relating to the amount of **gas you** have taken from **DM components**, and whether or not **you** let **us** know under clause 8.2, **we** may need **you** to reduce the amount **you** take at the relevant **supply point** to 125% of the baseline NTS exit (flat) capacity for that **supply point**.
- 8.4 If **we** need **you** to reduce the amount of **gas you** can take in line with clause 8.3 and **you** fail to do so then, without affecting **our** rights to take any other action, **we** may stop, suspend, reduce or limit the supply of **gas to you** by any quantity and for any period **we** consider appropriate. **We** will have no legal responsibility to **you**, as a result of doing this.
- 8.5 **You** must not take any **gas** at any **supply meter point** within a **DM component** at a rate over the **supply offtake quantity** or the **supply hourly quantity**. **You** must let **us** know as soon as **you** are aware that the rate **you** are taking is more than, or is likely to be more than, either the **supply offtake quantity** or the **supply hourly quantity** (or both).
- 8.6 If:
- (a) **you** let **us** know in line with clause 8.5; or
 - (b) **we** otherwise become aware that the rate **you** are taking is more than the relevant **supply offtake quantity** and the **supply hourly quantity**;

we may tell **you** to stop taking **gas**, or to reduce the rate at which **you** take **gas** at any **supply meter point** within a **DM component** for any period **we** consider necessary to make sure **you** keep to clause 8.5.

- 8.7 **You** agree that **we** will have no liability to **you** if a **distribution network operator** decides to enforce any right they may have to stop or reduce the supply of **gas to the supply meter point** because the security of the **pipeline system** may be affected by **you** taking **gas** at the **supply meter point** at a rate which is more than the **supply hourly quantity**.

9. Supply planning and emergencies

- 9.1 If either **we** or **you** receive notice from a **gas transporter** that maintenance is being, or will be, carried out on any part of the **pipeline system** which may, or will, limit the amount of **gas you** take at any **supply meter point**, the one who has received the notice must tell the other about this as soon as possible.
- 9.2 **We** will not be failing to meet **our** responsibilities if **we** are not able to supply **gas to any supply meter point** because a **pipeline system** is being maintained. In this situation, **we** will be excused from our duty to supply **gas to you**.
- 9.3 In an **emergency**, **you** must follow any instructions **we**, the **network emergency co-ordinator** or the **gas transporter** give **you** to reduce the amount of **gas you** take at any **supply point**. This could mean that, **we** or they may tell **you** to stop taking **gas** completely. **You** must immediately take all steps within **your** power to avoid using **gas** at your **premises**. During an **emergency**, **we** or the **gas transporter** (or both of us) will be entitled to take any action **we** consider necessary to stop or limit the supply of **gas to any supply meter point**. This will take priority over any of **our** other responsibilities under this **contract**.
- 9.4 **We**, the **gas transporter** or the **network emergency co-ordinator** will tell **you**, as soon as possible, when an **emergency** has begun and when it ends.
- 9.5 **We** will not be failing to meet **our** responsibilities to supply **gas to a supply point** if, during an **emergency**, **you** reduce the amount of **gas you** take at the **supply meter point**, or stop taking **gas** completely, as a result of a request or instruction **we**, the **network emergency co-ordinator** or the **gas transporter** have given.
- 9.6 If **we** receive a direction under section 2(1)(b) of the Energy Act 1976 which prevents **us** from supplying **gas to a specific person**, or limits the amount of **gas we** can supply, for as long as the direction is in force:
- (a) **we** will be entitled to end or limit the **gas** supply at any **supply meter point**; and
 - (b) **you** must stop taking **gas** completely, or limit the amount of **gas you** take, if **we** tell **you** to do so.
- 9.7 Without affecting any other requirement that **you** carry out **your** responsibilities under this **contract** within a certain time period, it is important that **you** do anything **we** ask **you** to do under clauses 9.3 and 9.6 immediately, or as soon as possible.
- 9.8 If **you** are entitled to compensation from the **gas transporter** or another legal remedy under these **emergency** conditions, **we** will take all reasonable steps to support **you** in claiming this compensation. If **you** are in dispute with someone else about these remedies, **we** will, as long as there is no conflict with any of **our** contractual responsibilities or any **legal requirement**, contact the other organisation for **you** to allow **you** to claim these

remedies. (**You** will have to pay any costs involved in doing this.)

10. Priority supply points

- 10.1 If **we** are told that one of **your supply points** has **priority criteria**, **we** will tell **you**.
- 10.2 If **you** consider that one of **your supply points** should have priority, **you** must tell **us** in writing as soon as possible. Please give **us** details and answer any reasonable questions **we** may ask to find out whether the **supply point** meets the **priority criteria**.

11. Distribution network operator interruption

- 11.1 Because **your** contracted consumption is below 732,000 kWh **you** are not eligible to enter the bidding process to have any of **your supply points** classified by the **distribution network operator** as being capable of having their supply interrupted if there is an **emergency**.

12. Price and payment

- 12.1 Unless it is stated otherwise in this **contract**, the **delivered price** for **gas** supplied to each **supply meter point** covered under this **contract** will be:
- (a) the **commodity price**; plus
 - (b) a **standing charge** that **we** will collect for each **day** of this **contract** no matter how much **gas you** use.
- 12.2 All amounts which **you** must pay **us** under this **contract** do not include **VAT**, the **climate change levy** or any other tax, duty or charge (together referred to as 'taxes') **we** may make in connection with supplying **gas to you** or add to any payments **you** owe under this **contract**. **You** must pay these taxes and protect **us** against any liability for them.

This clause 12.2 will also apply to any increase in tax or charge, or new tax or charge, made by another person on **us** in connection with supplying **gas to you** which:

- (a) arises as a result of a change in law, regulation or any rules governing industry charges on **us** in **our** capacity as a gas shipper or **gas supplier**; and
 - (b) is introduced during the term of this **contract** and intended as a charge on **you** and not imposed as a tax or charge on **us**.
- 12.3 In each month, **we** will send **you** (or any other person **you** choose) an invoice for **gas** supplied under this **contract** (as decided in line with clause 4.5 and 4.6) and for any other amounts due.
- If **you** ask, **we** can send extra copies of invoices issued during the term of this **contract** to an address, or addresses, **you** give **us** in writing before the start of this **contract**.
- 12.4 If **you** ask **us** for a replacement copy of an invoice **we** have already issued, **we** can charge **you** £50 for each replacement invoice, or any other amount **we** decide.
- 12.5 **You** must pay the full amount of each invoice as soon as possible, but no later than 12 days from the invoice date or 20th of the invoice month, whichever is the later. If **you** have asked **us** to send **our** invoices to any other person, **you** must make sure that that person pays the invoice on time. **You** will still be responsible for the amounts charged in those invoices until they are paid in line with this **contract**.
- 12.6 **You** must pay each invoice using Direct Debit.
- 12.7 If **we** have agreed that **you** will pay the amounts set out in clause 12.6 by direct debit and **you** fail to make the payment for whatever reason, **we** can charge **you** an administration fee of £50 for each invoice (or any other amount **we** decide and give **you** notice of) until **you** have made the direct-debit payment. This will not affect any other rights **we** may have.
- 12.8 If **we** do not receive the full payment by the **business day** after the day on which **we** were due to receive the payment (in line with clause 12.5), **we** can charge **you** the following without affecting any other rights **we** may have:
- (a) Interest (on amounts **you** do not disagree with) at 8% above the Bank of England base rate from the business day after the payment was due; and
 - (b) A fixed-sum charge of up to £50 in line with the Late Payments of Commercial Debts (Interests) Act 1998.
- 12.9 Unless what **we** otherwise say in clause 12.10, **you** must make all payments under this **contract** without taking off any amounts (for tax or any other purpose), unless **you** have to do this by law.
- 12.10 If **you** do not agree with any amount **we** have charged **you** under this **contract**, the following will apply:

- (a) **You** must pay the part of the invoice **you** do agree with, and give **us** the details of **your** dispute within 30 **days** of the date of the invoice.
- (b) **You** and **we** will try to settle the dispute within 30 **days** from the date **we** confirm to **you** that **we** have received all information which **we** consider relevant to the dispute (including information from other people or organisations if necessary).
- (c) If **you** and **we** are not able to settle the dispute within 30 **days**, despite making every reasonable effort to do so, either **you** or **we** can refer the matter to an independent industry expert for them to make a decision as further described in clause 12.11 below.
- (d) If the dispute is resolved, or if the expert decides in **our** favour, **you** must pay **us** the amount **you** and **we** have agreed, or the amount set by the expert. **You** must also pay any interest (plus interest charged on that interest) each month from the date **we** should have received the payment for the original invoice to the date **we** actually receive **your** payment. **We** work out this interest each day and it is equal to the base rate, plus:
 - (i) 1%, if **you** and **we** agree the amount to pay; or
 - (ii) 3%, if the amount is set by an expert.
- (e) If a payment is due under (d) above, **you** must pay it on or before the 20th **day** after the dispute was settled.

12.11 If any dispute arises under clause 12.10 above, **you** and **we** should refer it to a person **you** and **we** agree to. If **you** and **we** cannot agree on that person within 21 days of notice **you** or **we** can refer the dispute to an independent chartered accountant chosen by the President of the Institute of Chartered Accountants in England and Wales. This person will act as an expert and not as an arbitrator and their decision will be final and binding. **We** and **you** will share the cost equally of providing this expert unless the expert decides either **you** or **we** have acted unreasonably. If this is the case, the expert will decide who should pay the costs.

12.12 If **you** have not taken **gas** at a **supply meter point** for three months in a row or more, **we** may charge **you** any of the following amounts (as well as the other amounts due under this **contract**) until the **supply meter point** has been disconnected.

- (a) The costs **we** have to pay for maintaining capacity to transport **gas** through the pipelines under the **Uniform Network Code** for the relevant **supply meter point**.
- (b) The costs of taking **meter readings** for the **supply meter point**.
- (c) The costs of renting and maintaining **meter installations** for the **supply meter point**.
- (d) A monthly administration charge of £50 for each **supply meter point** relating to the relevant **supply point**. This clause will continue to apply even if the **contract** ends for any reason.

We may also charge **you** the **standing charge** that applies to the relevant **supply meter point** during any month when you have not taken **gas**. **We** may backdate the **standing charge** to the first month **you** stopped taking **gas** at the **supply meter point**, or any month after that.

13. Pricing

13.1 Subject to clause 12.2, the **delivered price we** will charge **you** under this **contract** will be calculated as follows:

- (a) For each **kWh** of **gas we** supply to each **supply point**, **we** will charge the price of **gas** for the **supply month** plus the **delivery charge**.
- (b) the **standing charge** that will be collected for each **day** of this **contract** no matter how much **you** actually use; plus
- (c) any other amounts due to us in line with this **contract**.

Our current **delivered price** and **standing charge** are published on **our** website.

www.dongenergy.co.uk/energyforbusiness/our-solutions/gas/deemed-gas-contract-rates

We will write to you to advise **you** of the price and charges that apply to **your contract**.

14. AMR Charges

14.1 If **AMR equipment** has already been fitted at your **premises we** will continue to pay the daily equipment rental and data-delivery charge.

15. No penalties if you use less or more than your contracted volume of gas

15.1 **We** will not charge **you** any penalty charges if **you** use less or more than **your** contracted volume of **gas**.

16. No penalties if you take too much gas on any day

16.1 The **gas transporter** will not charge a penalty if **you go over** the **supply offtake quantity** (take too much **gas**) at any of **your supply points** on any **day**.

17. No transportation and metering amendments

17.1 The unit **delivery charge** for each **supply point** shown in **schedule 1** includes an amount to cover all of the charges **we** have to pay to the **gas transporter**, **meter asset manager** and **meter-reading agency** (the **service providers**) for:

- (a) transporting **gas** to the **supply point**;
- (b) installing and maintaining all metering and associated equipment at the **supply point**; and
- (c) providing **meter reading** and other services at the **supply point**.

We work out this amount at the start of the **contract** using information published by the relevant **service providers** based on **your** contracted consumption and **supply offtake quantity**.

17.2 The transportation and metering charges due under this **contract** are fixed for the **initial period** of the **contract** and will not be amended to take account of any difference between the actual money **we** have paid to the relevant **service providers** for all of **your supply points** and the money **we** have received from **you** through the **monthly gas invoice**.

18. Events beyond our control

18.1 Neither **you** or **we** will be legally responsible for failing to keep to any term of this **contract** (other than a failure to make any payment) if this is caused by any event or set of circumstances which is outside **your** or **our** reasonable control and which could not be prevented. This will include any event or set of circumstances that qualifies as 'force majeure' under the **Uniform Network Code**.

18.2 To claim relief under this clause, **you** and **we** must, as soon as possible (and, in any case, within **30 days** of the first **day** the event happened), give the other written notice of the event or circumstances which have led to the failure to keep to any term of this **contract**. The notice should include all available and relevant detailed information about the event or circumstances.

18.3 To avoid any legal responsibility under this clause, **you** and **we** must, as soon as reasonably possible, take all necessary steps (and which can be taken at a reasonable cost) to put right the cause of the failure.

18.4 Even if **we** have been excused for not keeping to the terms of this **contract** as a result of this clause for a certain period of time, this will not lengthen the term of this **contract**.

19. Our legal responsibility for loss and damage

19.1 Apart from what **we** say in clause 19.3, **our** legal responsibility to **you** (or vice versa) for any loss, costs, expenses or damage relating to this **contract** will not be more than £1 million for any one event or series of connected events. This limit does not apply to **your** responsibility to pay in full the price for the **gas** supplied and is not affected by any other limits mentioned in this **contract**.

19.2 Clause 19.1 does not affect or apply to any part of this **contract** which specifies a protection for another's loss or a specific limit of liability.

19.3 Nothing in this **contract** will exclude or limit **your** or **our** liability for death or personal injury resulting from **your** or **our** negligence or where **you** or **we** have acted fraudulently.

19.4 Without affecting any part of this **contract** which covers protecting another's loss or which states that **you** or **we** will make a payment to the other, neither **you** or **we** will have any legal responsibility to the other for:

- loss of profit;
- loss of revenue;
- loss of use;
- loss of contract;
- loss of goodwill;
- loss of or damage to reputation;
- loss of or damage to any software, data, computer equipment or other equipment, or plant; or
- an increase to the cost of working, or for any resulting or indirect losses or damages;

no matter whether the losses or damages could be expected when this **contract** commenced.

19.5 If **you** or **we** are entitled to any relief from any legal responsibility or other form of benefit or protection under this **contract**, this will apply to **your** and **our** directors, employees and agents, as well as **our** and

your linked companies and their directors, employees and agents.

- 19.6 The Contracts (Rights of Third Parties) Act 1999 will apply to any relief from legal responsibility or other form of benefit or protection created in favour of the people named in clause 19.5 of this **contract**.
- 19.7 Nothing in this **contract** will prevent a **gas transporter** from using their right, under the **Gas Code** (or otherwise) or in line with their operating licence, to disconnect a **gas** supply, refuse to supply **gas** or allow **gas** to be supplied to any **premises**. In these circumstances, **we** will not be breaking the terms of this **contract**.
- 19.8 If, during an **emergency**, **you** fail to reduce the amount of **gas you** take at a **supply meter point** or to end the supply completely (as **we**, the **network emergency co-ordinator** or the **gas transporter** have instructed), **you** must protect **us** against all costs, expenses and penalties **we** have to pay as a result of **you** failing to reduce or stop **your** use of **gas**.
- 19.9 The **gas we** supply under this **contract** must meet the **specification**. **Our** liability for failing to keep to this clause will never be greater than the **gas transporter's** liability to **us** in the same situation. If **you** become aware that the **gas we** are supplying to a **supply meter point** does not meet the **specification**, **you** must tell **us** immediately.
- 19.10 **We** will not be failing to meet **our** responsibility to supply **gas** to any **supply meter point** if, for any reason, the pressure of the **gas** immediately downstream of the **delivery point** is higher than the pressure set out in the **specification**.
- 19.11 **We** will not be legally responsible for failing to supply **gas** to **you** if the **gas transporter** cannot transport **gas** to any **supply point**.
- 19.12 What is set out in this clause 19 excludes any other rights and remedies **you** may have at law. However, **we** acknowledge that any action **you** can take for a failure to supply **gas** will be against the **gas transporter** but **you** or **your** representative can only contact them about this through **us**. If **you** are entitled to compensation or some other remedy from the **gas transporter** or another organisation, **we** will do what **we** reasonably can to support **you** or **your** representative and will return to **you** any money **we** receive in connection with doing so. If **you** are in dispute with anyone else over this action, as long as there is no conflict with any of **our** contractual responsibilities or any **legal requirements**, **we** will contact them for **you** and help **you** to achieve a solution.
- 19.13 In this clause:
- (a) references to 'loss', unless we are specifically referring to 'indirect' losses, it will include both direct and indirect losses;
 - (b) references to 'loss' and 'claims' include all associated costs, liabilities and expenses including legal costs; and
 - (c) any number of acts or failure to act which together result or contribute to substantially the same loss or damage will be treated as one act or failure to act.

20. Changes in your circumstances

- 20.1 If **we** reasonably believe that **you** may not be able to meet **your** responsibilities under the **contract**, or if **your** financial circumstances (or **your** parent company's financial circumstances) are no longer acceptable to **us**, **we** may give **you** notice to provide suitable financial guarantees that **you** will be able to pay what **you** owe under this **contract**. **We** will add these financial guarantees to this **contract**, and they will come into force from the date **we** give **you** the notice.
- 20.2 If **you** do not provide the financial guarantees **we** ask for within 30 **days** of receiving **our** notice, **we** may give **you** notice to end this **contract** immediately.

21. Ending this contract

- 21.1 Either of **us** can end this **contract** immediately by giving written notice to the other at any time, in the following circumstances:
- (a) if the other cannot pay their debts (as defined in section 123(1) of the Insolvency Act 1986), if they are asked to consider entering into a voluntary arrangement under section 1 of that act, or if they enter into any scheme of arrangement (other than for the purpose of merging, restructuring or amalgamating their organisation);
 - (b) if a receiver or administrative receiver (as defined in section 251 of the Insolvency Act 1986) is appointed to handle all or part of their assets or business;
 - (c) if an administration order is passed, under section 8 of the Insolvency Act 1986, in relation to their business;
 - (d) if they pass any resolution for winding up their business (other than for the purpose of merging,

restructuring or amalgamating their organisation); or

(e) If a court passes an order to wind up their business.

21.2 Without affecting any other rights **we** may have under this **contract**, at law or otherwise, **we** can choose to end this **contract** immediately if:

(a) **you** fail to make any payment to **us** in line with this **contract**;

(b) **you** no longer own, use or occupy the **premises** where these **supply points** are based; or

(c) **we** are no longer able to supply **gas** to **you** in line with the terms of **our supplier's licence**.

21.3 If either **you** or **we** break this **contract** or any relevant **legal requirement** in a significant way, either of **us** can end this **contract** immediately (either in full or only in relation to one or more **supply points**, or with the condition that the **contract** will end after a certain period) by serving the other with a notice (a '**termination notice**'). If the **contract** is due to end after the period set out in the **termination notice**, the **termination notice** can be withdrawn before the end of that period (without affecting the right of whoever is giving it to give another **termination notice**) if the side at fault puts right the matter which caused the **termination notice**. This must be to the satisfaction of the other side.

21.4 This **contract** will end immediately in relation to any **supply point** if **we** are no longer able to supply **you** with **gas** and another supplier is appointed by **Ofgem**. This would be in line with Standard Condition 8 (Supplier of Last Resort), to take over the responsibility for supplying **you** with **gas** at **your supply points**.

21.5 Ending this **contract** will not have any effect on **your** or **our** other rights and responsibilities which were to be carried out before this **contract** ended.

21.6 If **we** have the right to disconnect the supply of **gas** to a **supply point**, **we** may disconnect all or any of the **supply meter points** within that **supply point**.

21.7 **You** will be legally responsible for, and must pay **us**, all costs and expenses **we** have to pay (before or after this **contract** has ended) to disconnect any **supply meter point** for any reason. (This includes if **we** are using **our** legal right to do so, if **you** ask **us** to do so after this **contract** has ended, or if **we** are doing so for safety reasons because one or more of the **supply meter points** are no longer in use.) The terms of this **contract** will continue to apply to payments due under this clause after this **contract** has ended.

22. Ending this deemed contract early

22.1 This **contract** may be brought to an end if both of **us** enter into a new **contract** for the supply of **gas** to your **premises**, or **you** enter into a new **contract** with another **gas supplier** for the supply of **gas** to your **premises**. **You** will continue to be legally responsible to **us** for all costs **we** have to pay up and until all of the **supply points** included in **schedule 1** of this **contract** are covered by another **contract** with **us** or another **gas supplier** or are disconnected from the **pipeline system**. This includes:

(a) costs and legal responsibility for all quantities of gas supplied to the **supply point**; or

(b) a monthly charge equivalent to the total of all costs that **we** have to pay for:

(I) the **gas transporter** to maintain the pipeline capacity to the **supply point**;

(II) the **meter-reading agency** to take **meter readings**;

(III) the **meter asset manager** to rent and maintain the relevant **meter installation**.

22.2 **We** may invoice **you** for these costs, and **you** must pay them in line with the terms of clause 12.5.

23. Ending the AMR-reading service

23.1 **We** can stop providing **AMR-reading services**:

(a) by giving **you** at least two months' notice in writing if, for whatever reason, **we** end **our** contract with the **AMR equipment manager** and do not appoint a new one; or

(b) by giving immediate notice if the **meter asset manager** has failed to maintain the **pulse output**.

23.2 Unless **we** agree otherwise, on or shortly after the date the **contract** ends, **we** or the **AMR equipment manager** (or anyone appointed by **us** or the **AMR equipment manager**) will remove the **AMR equipment**. **We** will not refund the annual fees **you** have paid, and **you** will no longer have access to **our customer portal**.

Unless clause 23 says otherwise, what is stated in clauses 21 and 22 will also apply.

24. Transferring rights and responsibilities

24.1 **You** must not transfer **your** rights or responsibilities under this **contract** (including using subcontractors)

without first getting **our** permission in writing. **We** will not unreasonably withhold **our** permission.

- 24.2 **You** must give us at least 30 **days'** written notice if **you** plan to transfer any rights or responsibilities under this **contract**, or if **you** decide to sell, lease, license or otherwise give up or stop occupying any **premises** supplied under this **contract**.
- 24.3 If **we** have given **you** permission in line with clause 24.1, **you** must keep to this **contract** (including after any notice given under clause 24.2 has come to an end) until:
- (a) anyone who later owns, leases, licenses or uses any **premises** that contain a **supply point** enters into an **contract** with **us** or another licensed **gas supplier** to supply **gas** to that **supply point**; or
 - (b) that **supply point** is disconnected from the **pipeline system**. In particular, **you** must pay:
 - (i) for all amounts of **gas** supplied to the **supply point**; or
 - (ii) a monthly charge equal to the total of all costs **we** have to pay, which includes:
 - (aa) the **gas transporters'** costs to maintain the pipeline capacity to the **supply point**;
 - (bb) the **meter-reading agency's** costs to take **meter readings**; and
 - (cc) the **meter asset manager's** costs to rent and maintain the relevant **meter installation**.
- 24.4 In line with **our supplier's licence**, at the date of this **contract** and using the procedures set out in the **Uniform Network Code**, **we** have the right to object to transferring a **supply meter point** to another **gas supplier**, if:
- (a) the transfer would come into force before this **contract** ended; or
 - (b) **you** still owe **us** charges for supplying **gas** to **supply points**, even though **we** have demanded the payment in writing, and **you** have still not paid the charges in the 28 **days** that have passed since **our** demand.

You must agree that **you** will not take any action that prevents **us** from properly taking advantage of these rights.

- 24.5 **We** can transfer **our** rights and responsibilities under this **contract**, as long as **we** give **you** one month's written notice beforehand.
- 24.6 When there is to be a transfer of a **supply meter point** from **us** to another **gas supplier** (a "Supplier Transfer"), **we** will complete the Supplier Transfer within 15 **days** of either:
- (a) the **day** on which **you** enter into a supply **contract** with a new **gas supplier**; or
 - (b) if after entering into such **contract** with a new **gas supplier** there is a period of time within which **you** may decide not to go ahead with that **contract**, the earlier of (i) the **day** on which that period ends; and (ii) 14 **days** after the **day** on which **you** entered into the new supply **contract** (provided that **you** tell **us** of any such time period),

except where any of the events in Clause 24.7 apply.

- 24.7 **We** shall not be required to comply with Clause 24.6 where:
- (a) **you** request that the Supplier Transfer be completed at a later date;
 - (b) **you** tell **us** that **you** do not wish for the Supplier Transfer to take place; or one or more of the conditions in paragraph 14A.2 of **our gas supplier licence** applies.

25. Information, confidentiality and data protection

- 25.1 Both **you** and **we** agree to keep the terms of this **contract** and any information relating to it confidential and not to share the information with anyone else while this **contract** is in force or for one year after it has ended. The duty of confidentiality under this clause will not apply to any information that the person who receives it can prove was:
- (a) made available in line with any **legal requirement** or any other agreement, regulation, licence, authorisation or code needed for **gas** to be supplied under this **contract** or for **you** or **us** to be able to meet **our** responsibilities under the **Uniform Network Code**;
 - (b) made available to any of **your** or **our** directors, employees, officers, agents, consultants or professional advisers (or **your** or **our affiliates** and their directors, officers and employees), after those people were made fully aware of the duty of confidentiality and agreed not to release that information to anyone else;

- (c) gained from someone else who is legally authorised to reveal the information without breaking any confidentiality undertaking;
 - (d) available to the public at the time the person received it, or later became available to the public, other than as a result of this clause 25.1 or any duty of confidence being broken by the person who received the information, or by any of the people listed in 25.1 (b) above;
 - (e) already known; or
 - (f) revealed in line with the written permission of either **us** or **you**.
- 25.2 **You** must give **us** all the help and information **we** (or **our** agents) reasonably need to keep to any **legal requirement**, **our** responsibilities under the **Uniform Network Code** or any other agreement, law, regulation, licence, authorisation or code needed for **gas** to be supplied under this **contract**.
- 25.3 **You** must protect **us** against all of **our** costs, losses or legal responsibilities if any information **you** provide is incorrect, incomplete or not supplied on time.
- 25.4 **We** may share **your** information:
- (a) with a credit-reference agency, where it may be used by other financial institutions to assess any application for credit **you** have made to **us**, and to sometimes trace debts and prevent fraud;
 - (b) with **our** agents or subcontractors;
 - (c) with anyone who we are planning to transfer rights, duties or responsibilities to under this contract;
 - (d) with any **gas transporter** or **meter asset manager**, for purposes related only to selling any part of the **gas pipeline system** or **meter installation** connected to it; and
 - (e) as otherwise allowed by law or any regulatory authority.
- 25.5 The contact details **you** give **us** are considered as 'personal data' under the Data Protection Act 1998 and related laws. **You** must make sure that **you** have the written permission of anyone **you** give **us** personal data about. If **you** fail to get this permission, **you** will have to protect **us** against any costs or losses **we** may suffer arising from **your** failure.
- 25.6 **We** may use **your** information to send **you** details of other goods or services **we** (or **our affiliates**) offer. **We** may also give **your** name, address and other information to **our affiliates** (as part of a mailing list) to allow them to advertise goods or services which **we** think **you** may be interested in. **We** may contact **you** about other goods and services in a range of ways, including by phone and by email. If **you** do not want to receive information about other goods and services, **you** must tell **us** this in writing.
- 25.7 **We** may ask credit-reference agencies for information about **you** for the purposes of assessing whether **you** are entitled to credit and whether **you** will be able to meet your responsibilities under this **contract**.

26. Notices

- 26.1 Any notice **you** or **we** give under this **contract** must be in writing, and can be served by hand, first-class post, registered post or prepaid recorded delivery or sent by email. **You** or **we** will consider the notice to have been received:
- (a) at the time it is delivered, if it is delivered by hand;
 - (b) the second **business day** after it was posted, if it was sent by first-class post, registered post or prepaid recorded delivery; or
 - (c) in the case of an email to **us**, when **we** send **you** an email, confirming receiving **your** email.

If the date the notice is considered to have been received is not a **business day**, the notice is considered to have been received on the next **business day**.

- 26.2 If **you** want to deliver notice to **us** by hand, or send it by first-class post, registered post or prepaid recorded delivery, the address is:

DONG Energy Sales (UK) Limited 1-3 Strand

London

WC2N 5EJ.

Or **you** may send it to a new address that **we** have told **you** about in writing. If **you** want to send **us** a notice by email, the email address is LES-Enquiries@dongenergy.co.uk

- 26.3 If **we** deliver notice to **you** by hand, or send it by first-class post, signed-for post or prepaid recorded delivery, **we** will use the address set out in the **supply details** or a new address that **you** have told **us** about in writing.

26.4 Whenever **you** give **us** notice relating to this **contract**, **you** must quote the **meter point reference number** of at least one **supply meter point** in at least one of your **supply points**.

Definitions

The following words and expressions shall have the following meanings in the contract:

Act means the Gas Act 1986.

Affiliate means a company which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under shared control by either you or us. For this purpose, control means the direct or indirect ownership of 50% or more of the voting capital.

AMR ancillary equipment means equipment such as cables, converters, antennae, optical character readers (OCR), pulse utilisation equipment, batteries and SIM cards installed when installing the AMR or at any time after this.

AMR equipment means the AMR and the AMR ancillary equipment installed or to be installed at your premises.

AMR equipment manager means the person or company we have appointed to install and maintain the AMR equipment at a meter.

Automated meter readings or **AMR** means a system for automatically collecting meter readings or meter readings collected remotely.

Ancillary equipment means the following.

- (a) For a meter with a badged capacity of less than 11 standard cubic metres per hour (scmh), the ancillary equipment is:
 - (i) a meter regulator;
 - (ii) the flexible or rigid pipe (and any metal fittings and washers in or attached to it) connecting the emergency control valve on the gas transporter's system to the meter regulator;
 - (iii) the BS 746 fitting (and any metal fittings and washers attached to it) connecting the meter regulator to the meter;
 - (iv) any meter shelf or bracket that is fitted, unless the bracket forms part of a meter housing; and
 - (v) the flexible pipe connecting a meter installed in a semi-concealed meter housing to the brass outlet fitting in the meter housing, including any washers attached to it.

It does not include any associated fittings, pipework, installations or the meter housing.

- (b) For a meter with a badged capacity of 11 scmh or more, the ancillary equipment is:
 - (i) any meter regulator;
 - (ii) associated pre-heaters connected to the meter, together with any associated valves, filters, flexible connectors, seals, meter bypass, connecting pipework, cables, fittings, brackets and supports;
 - (iii) any meter bypass installed by a meter asset manager; and
 - (iv) any meter housing you do not own.

It does not include any associated fittings, pipework or installations.

Bar means a measurement of pressure as defined in ISO 1000-1981(E).

Business day means any day other than a Saturday or a Sunday or a public holiday in the country where the premises we supply gas to is based.

Calorific value (or **CV**) means the amount of energy produced (measured in joules) when gas is completely burned under specific conditions. In this case, the conditions are as follows.

- One cubic metre of gas is burned at a constant absolute pressure of 1.01325 bar and at a temperature of 15°C.
- Excess air is at the same temperature and pressure as the gas when:
 - the products of the burning process are cooled to 15°C;
 - the water formed is condensed to liquid; and
 - the products of the burning process contain the same total mass of water vapour as the gas and air before they were burned.

Climate change levy means a charge we make at the rate set out in the Finance Act 2000 and any other relevant regulations.

Commodity Price means the gas price.

Contract means this deemed natural gas supply contract issued under the Deemed Contract Scheme of DONG Energy Sales (UK) Limited, made under paragraph 8 of schedule 2B to the Gas Act 1986.

Customer portal means the website that allows you to view your data, and to carry out a number of calculations and assumptions.

Data-logger means a device we have approved for gathering information from a meter, a converter, a phone line or radio transmitter, or any other equipment used to send information to the meter reading agency.

Data-logger reading means a reading taken from the meter using a data-logger.

Day means the period from 6am on one day until 6am on the following day and the term daily is to be interpreted based on this.

Delivery charge means the charge (in p/kWh) that we will charge you as well as the commodity price.

Delivery point means the outlet of the control valve on the supply meter point.

Distribution network operator has the meaning given under the Uniform Network Code.

DM means daily metered.

DM component means all the DM supply meter points contained in a supply point.

DM supply meter point means each of the supply meter points shown as daily metered in schedule 1.

Emergency means circumstances which lead the network emergency co-ordinator or the gas transporter to believe that:

- the safety of the pipeline system is at serious risk;
- the pipeline system cannot carry gas without causing a serious safety risk; or
- the pressure or quality of the gas carried by the pipeline system could put lives or property in danger if supplied to premises and which we or the network emergency co-ordinator tell you about.

Estimated buyer's consumption means the amount of gas that a supply point is expected to need each supply month based on information given to us by Xoserve who manage gas consumption data on behalf of the gas industry.

Gas means any hydrocarbons or mixture of hydrocarbons and other gases consisting mainly of methane which at a temperature of 15°C and an absolute pressure of 1.01325 bar are, or are mainly in the gaseous state (commonly known as natural gas).

Gas code means the Gas Code in Schedule 2B to the Gas Act 1986.

Gas supplier means any person or company which has a supplier licence.

Gas supplier licence means a gas supplier licence as defined at section 5(1) of the Act.

Gas transporter means any person or company we appoint to deliver gas to the supply meter point.

IGEM meter recommendation means any recommendation or standard issued or updated by the Institution of Gas Engineers and Managers (IGEM) in relation to the type, design or specification of any meter installation (or part of a meter installation).

kWh (Kilowatt Hour) means equal to 3.6 million joules.

Large supply point means a supply point which uses more than 732,000 kWh each year.

Legal requirement means any act of Parliament, regulation or licence, or a decision made by any competent authority.

Meter means the meter that makes up part of the meter installation at a supply meter point.

Meter asset manager means the person or company we appoint to install and maintain the meter at a supply meter point.

Meter bypass means where the gas at a supply meter point is delivered so it does not pass through the meter.

Meter installation is described in clause 3.2. and if it applies, includes any AMR equipment fitted at the supply point.

Meter point reference number (MPRN) means a unique number given to each supply meter point, as set out in schedule 1.

Meter reading means either:

- the reading from the index of a meter, together with (where a converter is installed under the Gas (Calculation of Thermal Energy) Regulations 1996) the converted and unconverted readings of the converter;
- a datalogger reading; or;
- an automated meter reading.

Meter-reading agency means the person or company we appoint during the term of this contract to read meters at supply meter points.

Meter read period means the period between one meter reading and the next immediately succeeding meter reading.

Metered volume means the volume (corrected for temperature and pressure in accordance with the Gas (Calculation of Thermal Energy) Regulations 1996) of gas determined as having been offtaken at a supply meter point during the meter read period.

Monthly gas invoice means an invoice of the charges for gas supplied and any other amounts including, if it applies, AMR charges due to us under this contract for the previous month.

NDM means non-daily metered.

Network emergency co-ordinator means the person or company responsible for making sure gas is carried safely through the pipeline system to a supply meter point.

Payment period means the monthly invoice for the amounts of gas taken at a supply point in the previous supply month.

Pipeline system means the gas pipeline system operated by a gas transporter.

Premises means the premises where gas is taken at a supply point and used.

Priority criteria means the criteria (conditions) set by the Secretary of State in line with Standard Condition 18 of the Gas Transporters Licence, and any other criteria the gas transporter may make us aware of for the purposes of assessing which customers should be given priority, as described in that standard condition.

Priority supply point means a supply point used by a priority customer.

Pulse output means volt-free output from an electrical circuit that indicates the volume of gas that the meter has registered. On meters currently installed in the United Kingdom, the pulse output device is a plug in device, which communicates the movement of the meter index by pulses, and some typical pulse values can be 0.1, 0.5, 1.0, 10.0 cubic metres, depending on the size of the meter.

Quantity in respect of gas is a quantity measured in kWh.

Secondary Premises means any premises to which gas is conveyed under an exemption from section 5 (1)(a) of the Act, granted under section 6A of the Act, for supply by us.

Service providers means the gas transporters, meter asset managers and meter reading agency we have employed to deliver gas to the supply point.

Specification means the composition and pressure of gas we supply at a supply meter point, as set out in the relevant regulations in line with section 16(1) of the Gas Act 1986.

Standing charge means a set charge we apply each day of the term of this contract, which is separate from and does not depend on the amount of gas supplied.

Start date means the date on which we will commence supply to your premises under this deemed contract.

Supply details means the supply details in relation to the supply of natural gas we send you once this deemed contract has commenced.

Supplier's licence means a licence granted by Ofgem for marketing and supplying gas to domestic or commercial consumers.

Supply hourly quantity or **SHQ** means the maximum hourly consumption at a supply point with a daily meter.

Supply meter point means an individual point on the pipeline system where gas can be taken through a single pipe.

Supply month means any month in which we supply gas to any delivery point under this contract (or any part of a month if we do not supply gas for the entire calendar month).

Supply offtake quantity or **SOQ** means the maximum daily consumption at a supply point with a daily meter.

Supply point means the combination of supply meter points at a particular location.

Termination notice is defined in clause 21.3.

Uniform Network Code means the operating code prepared by the gas transporter in line with their licence

conditions.

Us, we, our means DONG Energy Sales (UK) Limited in our capacity as a supplier of natural gas to you, the customer.

VAT means value added tax as described in the Value Added Tax Act 1994.

We, us means DONG Energy Sales (UK) Limited.

You, your means the person or company named as the customer in the supply details, or who is otherwise legally responsible for paying for the gas taken at the supply point.