

# Deemed Contract



“Deemed Contract Scheme made under Schedule 2B of the Gas Act 1986 (“Deemed Contract”) between Corona Energy (“we/us”) and the Customer (“you”).

## Definitions

<b>‘Annual Quantity’</b>	means the annual quantity of gas that you are expected to consume.
<b>‘Meter’</b>	means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring gas consumed at the Supply Point.
<b>‘Meter Installation’</b>	means the Meter and all associated installation materials or apparatus.
<b>‘Site’</b>	means the location(s) at which you consume Gas.
<b>‘Supply Point’</b>	means the point(s) at which we shall make gas available to you under this Deemed Contract.
<b>‘Transporter’</b>	means the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected.

## 1. Duration

1.1 This Deemed Contract shall remain in force until you enter into a negotiated gas supply agreement with us, or a successful transfer of the Supply Point(s) to another supplier takes place.

## 2. Price

2.1 The price for gas supplied to you (“the Contract Price”) at the commencement of this Deemed Contract shall be as notified to you in writing. This price may be varied at any time in our discretion without notice.

## 3. Meter Reading and Payment

3.1 You should read the Meter regularly. For Supply Points consuming more than 293,000kWh (10,000 therms) per year, you should read the meter monthly. Where Meter reads are not available we will estimate your usage for invoice purposes and reconcile against actual consumption when a Meter read is available. A Meter reading is taken as proof of your usage unless the Meter is found to be faulty to a degree exceeding that permitted by law.

3.2 We will invoice you on a monthly basis for gas supplied. You must pay each invoice in full within 10 days of the date of invoice, (except in the case of a genuine bona fide dispute, in which case any amount not in dispute shall still be paid) failing which we may charge interest at the rate of 4% above the base lending rate of Lloyds TSB Bank plc, as well as make a late payment administration charge of 2% of the amount outstanding or (if greater) £50. Where any amounts are outstanding, we may prevent you transferring to another gas supplier by lodging an objection, notwithstanding your termination rights.

3.3 All amounts payable by you are exclusive of Value Added Tax, Climate Change Levy, and any other similar taxes. You are responsible for providing any applicable exemption certificate, failing which and until which time the tax will be charged.

## 4. Meter Access and Maintenance

4.1 Unless otherwise agreed, we will make arrangements for the provision and maintenance of the Meter Installation, and you will allow us, the Transporter and our respective agents safe access to the Site to install, operate, read, maintain, test, isolate or remove the Meter Installation where necessary and, if requested, you will grant us an easement for this purpose.

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

4.3 Any Meter which is not owned by us or the Transporter must provide data in a form compatible with our and the Transporter’s IT systems. Where we own the Meter, we reserve the right to continue to bill you for meter charges following termination of this Deemed Contract until transfer to a new supplier.

4.4 You must obtain our prior written consent for any Meter by-pass.

## 5. Safety and Emergencies

5.1 You undertake not to use gas in any way likely to risk any person’s health and safety or to risk any damage to property.

5.2 Where you believe that there is, has been or may be an escape of gas or that any equipment may be damaged which may result in an escape of gas, you must immediately call the Transporter on 0800 111999, and they will provide any emergency services for which you must allow them access.

5.3 You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant pipes and apparatus downstream of the Meter, and for meeting any call out costs in connection therewith.

5.4 You agree to comply with any instruction from us or the Transporter to discontinue or restrict your offtake of gas where there is a pipeline emergency or where such instruction is given pursuant to obligations imposed on us by law or regulation or under our supplier’s licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act 1976.

5.5 You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 4 and 5 of this Deemed Contract.

## 6. Fixed Costs and Site Isolation

6.1 If you cease to use gas at any Supply Point, we will still need to charge you for costs incurred by us in relation to the Supply Point, unless you request us to isolate the Supply Point.

## 7. Liability and Force Majeure

7.1 Save under clauses providing for indemnities or payments to be made, neither of us shall be liable (whether in contract or in tort) to the other for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Deemed Contract or from any negligent act or omission hereunder.

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

7.3 We accept no liability for any loss or damage arising out of any act or omission of the Transporter or its agents in the performance of its obligations, whether or not acting as our agent.

7.4 In any event, our liability under this Deemed Contract shall not exceed the value of the Annual Quantity of gas at the then market price.

7.5 Nothing in this clause 7 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either of us in respect of death or personal injury.

## 8. Termination

8.1 You will be able to transfer to another supplier and end this Deemed Contract at any time provided all outstanding amounts owing to us have been paid in full. If they have not, we reserve the right to object to the transfer of your supply.

8.2 If you commit a material breach of this Deemed Contract or become insolvent or unable to pay your debts we may terminate it immediately and disconnect your gas supply.

8.3 The Deemed Contract will terminate automatically in respect of any Supply Point if we are not permitted to continue to supply gas to it because to do so would infringe the terms of our supplier’s licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of that Supply Point.

8.4 Termination for any reason is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination.

## 9. General

9.1 Title to and risk in the gas passes to you at the Supply Point.

9.2 You consent to personal data about you being stored and processed by us and our affiliated companies for the purposes of credit control and fraud prevention, and for the normal processing of your account. We may record or monitor telephone calls from or to you for training and/or security purposes.

9.3 You may not assign this Deemed Contract without our prior written consent. On prior notice to you, we may assign and transfer our rights and obligations hereunder to any person authorised to supply gas.

9.4 You warrant that the supply of gas hereunder to you is not wholly or mainly for domestic purposes.

9.5 The Deemed Contract creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.

9.6 Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under clause 8.1 or provision of a final read under clause 6.1, the party seeking to rely thereon must be able to provide proof of service of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received.

9.7 You agree that any information requested by us which is needed for the operation and administration of this Deemed Contract will be accurate and promptly supplied.

9.8 This Deemed Contract is governed by English law.