

**Deemed Contract for the Supply of Electricity or Gas between Corona Energy Retail 4 Limited ("we/us") and the Customer ("you") pursuant to Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986**



**Privacy Notice:**

**For the purpose of this Privacy Notice, "We" means Corona Energy Retail 4 Limited or any of our group companies.**

In order for us to perform our functions, including to provide you with a quote or other information or to administer your account with us and for credit control and fraud prevention, we will need to process certain personal data. This will include but may not be limited to your name, contact email address and – in particular for sole traders – personal bank details.

This may also include recording calls that you make to us which may in addition be used for training. In order to set up and administer your account we may have to use a third party, such as a credit reference agency or meter reading agency. Where we use any third party it will be limited to the purposes necessary for the carrying out of these functions. We will retain the information for as long as is necessary which generally is for the life of a contract +6 years, however if you believe we have excess personal data about you, you can request a copy from us and ask us to delete what you believe is excessive. Please mark any request for the attention of the company secretary. If you do not agree with us, you may raise a complaint with the Information Commissioner at [ico.gov.uk](http://ico.gov.uk).

**Definitions**

'AMR'	means an Automated Meter Reading device.
'Customer, You, your'	means the customer that is consuming Energy at the Site(s).
'Contract Year'	means the period of one year beginning on the commencement of supply of Energy to you or an anniversary thereof.
'Deemed Contract'	means these terms and conditions and the Deemed Contract Price for customers who are supplied Energy by us but have not agreed a contract with us for such Energy supply.
'Deemed Contract Price'	means the price we charge you for the supply of Energy (as amended from time to time) pursuant to the Deemed Contract and published on our website: <a href="http://www.coronaenergy.co.uk/policies/deemed-rates/">www.coronaenergy.co.uk/policies/deemed-rates/</a>
'Distributor'	means the distribution network operator company responsible for operating the electricity or gas distribution network to which your Supply Points are connected.
'Energy'	means the electricity and/or the gas supplied by us to you under this Deemed Contract.
'Estimated Annual Consumption'	means the estimated amount of Energy that you are expected to consume in a Contract Year.
'Meter'	means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring Energy consumed at the Supply Point.

'Meter Installation'	means the Meter and all associated installation materials or apparatus as at the date on which we become the registered supplier with the Distributor or Transporter in respect of the Supply Point.
'Licences'	means the licences that Ofgem gives us to supply gas and/or electricity details of which can be found at: <a href="http://www.ofgem.gov.uk/LICENSING/WORK/Pages/licence-conditions-consolidated.aspx">www.ofgem.gov.uk/LICENSING/ WORK/Pages/licence-conditions consolidated.aspx</a> ;
'Microbusiness'	means a business which: <ol style="list-style-type: none"> <li>Has an Actual Consumption or Forecast Consumption of less than 293,000 kWh of gas (where this is a gas supply Agreement) or 100,000 kWh of electricity (where this is a electricity supply Agreement); or</li> <li>Has fewer than 10 employees and an annual turnover or annual balance sheet not exceeding €2million.</li> </ol>
'Site'	means the location(s) at which you consume Energy.
'Supplier, we, us'	means Corona Energy Retail 4 Limited, the company that is supplying your Energy under this Deemed Contract.
'Supply Point'	means the point(s) at which we shall make Energy available to you under this Deemed Contract.
'Transporter'	means for the supply of electricity the operator of a transmission system or for the supply of gas the pipeline company responsible for operating the gas pipeline network to which the Supply Point is connected.

**1. Duration**

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

**2. Price**

- 2.1. The price for Energy supplied to you shall be the Deemed Contract Price prevailing at the time of supply. This price may be varied at any time at our discretion without notice but such increase shall be fair and reasonable in the circumstances. The current price can be found on our website: [www.coronaenergy.co.uk/policies/deemed-rates/](http://www.coronaenergy.co.uk/policies/deemed-rates/)
- 2.2. Where we own the Meter, we reserve the right to continue to bill you for Meter charges following termination of this Deemed Contract until the Meter is transferred to a new owner.
- 2.3. In the event that we require a security deposit, the

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deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-05-74 Ref: Customer's name.

### 3. Payment

3.1. We will invoice you on a monthly basis for electricity supplied by e-billing where we have an email address for you. There will be an additional charge for paper invoices. You must pay each invoice in full within 10 days of the date of invoice. You are not obliged to pay us if you have a genuine bona fide dispute, in which case any amount not in dispute should still be paid.

3.2. If you fail to pay on time any sum that is due, we may charge:

3.2.1. interest at the rate of 4% above the base lending rate of Barclays Bank plc, and

3.2.2. a late payment administration charge per invoice in accordance with the levels set out in Late Payments of Commercial Debts legislation and regulations.

Where any amounts are outstanding, we may prevent you transferring to another electricity supplier by lodging an objection (irrespective of your termination rights).

33 All prices are exclusive of Value Added Tax, Climate Change Levy, and any other similar taxes which will be added to your invoices where appropriate. You are responsible for providing any applicable exemption certificate. If you do not provide the appropriate certificate the tax will be charged until such time as you do provide it.

34 All payments must be made by direct debit. Failure to do so may result in an increase in the Deemed Contract Price by 1p/kWh. We do not accept payment by cheque.

35 Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes. Our ability to reconcile your account pursuant to this clause 3.5 and pursuant to clause 3.1 will survive the termination of this Deemed Contract.

36 If you are a Microbusiness and we invoice you incorrectly due to unforeseeable circumstances, you will not be required to pay any charges for the supply that could reasonably relate to Energy used more than 12 months ago. However, we can charge you more than 12 months after you have used the Energy if:

3.6.1 we have not been able to send you an invoice for the correct amount of Energy used because of your obstructive or unreasonable behaviour (for example, if we identify a problem, you have acted unlawfully and tampered with your Meter or you have not kept your Meter in working order, we make reasonable requests to access the Meter or try to obtain a Meter reading and you refuse or

charge to you. If additional work is required or we need to install a different device or a smart meter we will discuss the options with you before proceeding.

ignore us or if you have stolen Energy);

3.6.2 we have not been able to recover the charges (including the Contract Price) for unpaid Energy, despite sending repeated demands for payment; or

3.6.3 we are allowed to do so under any energy legislation and/or any regulation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy).

### 4. Meter Reading

4.1. You should read the Meter(s) at your Site(s) every month. 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.

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

### 5. Meter Access and Maintenance

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

5.2. 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.

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

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

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

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

5.7. Installation of AMR devices or smart meters is subject to a Site survey. If we can install our standard AMR device without additional work then there will be no additional

5.8. We reserve the right to install either an AMR device or smart meter at your Site(s) and you agree to allow us to do this. For a smart meter to be included in your contract

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(either for electricity and/or gas or both), you:

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

5.8.2 acknowledge that subject to clause 5.8.1, for a Gas Smart meter to be installed by us, a Smart Electricity meter must already be installed and enrolled under the DCC at the Site (either supplied by ourselves, or another supplier). If there is no Electricity Smart Meter installed at the Site in question, we will be unable to install the Gas Smart meter and will defer the installation of the Gas Smart meter until such time as a DCC enrolled Electricity Smart meter is installed at the Site.

5.9. To the extent permitted by law, we shall have no liability to you with respect to clause 5.8 for any technical problems of any kind which may limit or prevent installation of smart meters at your Site; and/or any other events beyond our control that may cause the installation of smart meters to be disrupted or cancelled.

5.10. If you have a smart meter or AMR device at any of your sites you consent to us obtaining consumption data for periods of less than 1 month. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You may ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.

## **6. Safety and Emergencies**

- 6.1. You undertake not to use Energy in any way likely to risk any person's health and safety or to risk any damage to property.
- 6.2. If there is a problem with your supply, you should contact your Transporter or Distributor. You will find contact details for your Transporter or Distributor on your invoices or on our website.
- 6.3. 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 wires, connections, pipes and apparatus downstream of the Meter and for paying any call out or repair costs in connection therewith.
- 6.4. You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of Energy where there is an emergency or where such instruction is given pursuant to obligations imposed on us by law, regulation or under our supplier's licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act

1976.

6.5. We need you to provide us with contact details of at least one person at each Site who will be our primary contact for emergencies and account administration. You agree to update us with any changes to these contact details.

6.6. You agree to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 5 and 6 of this Agreement.

## **7. Change of ownership and De-Energised or Disconnected Sites**

7.1. If you intend to leave a Site we will allow you to terminate the Agreement in respect of that site on the following conditions: (a) you must give us at least one month's written notice, stating the date you intend to leave, your new address and the name and current address of the proposed new owner or occupant and (b) you must provide a Meter reading on the date you leave.

7.2. If you cease to use Energy at any Supply Point, we will still need to charge you for costs incurred by us in relation to the Supply Point for the duration of this Deemed Contract. You can ask us to de-energise or disconnect the Supply Point which may reduce these costs.

## **8. Liability and Force Majeure**

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

8.2. If due to any circumstance beyond the reasonable control of one party to this Deemed Contract 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.

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

8.4. In any event, our liability under this Deemed Contract shall not exceed the value of the Energy supplied at the then Deemed Contract Price in the period prior to when the liability arises (such period shall not exceed 12 months).

8.5. Nothing in this clause 8 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either party in respect of fraud or fraudulent misrepresentation; or death or personal injury caused by that party's negligence or for any other liability that cannot be excluded by law.

## **9. Termination**

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- 9.1. 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.
- 9.2. If you commit a material breach of this Deemed Contract or become insolvent or unable to pay your debts or there is a deterioration in your financial health we may terminate this Deemed Contract immediately and disconnect or de-energise your Energy supply.
- 9.3. The Deemed Contract will terminate automatically in respect of any Supply Point if we are not permitted to continue to supply Energy to it because to do so would infringe the terms of our supplier's licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of that Supply Point.
- 9.4. Termination for any reason is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination.

**10. General**

- 10.1. If this is an Agreement for the supply of electricity, this Deemed Contract is subject to the National Terms of Connection which is an agreement between you and your Distributor. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site. You find a copy of the National Terms of Connection at: [www.connectionterms.co.uk](http://www.connectionterms.co.uk)
- 10.2. Title to and risk in the Energy passes to you at the Supply Point.
- 10.3. You may not transfer the Deemed Contract or any of your rights or responsibilities under it without first obtaining our prior written permission. You agree that, on prior notice to you, we may assign and transfer our rights and obligations hereunder to any person authorised to supply the relevant Energy. Further, you agree that we may transfer, sell, pledge, encumber, assign or sub-participate any or all revenues and proceeds arising from or in connection with this Deemed Contract and account in connection with any financing or other financial arrangements without any requirement to notify you of such transaction. Upon any such transfer, sale, pledge, encumbrance, assignment or sub-participation, we shall remain liable for and shall not be relieved of or discharged from any obligations owed to you hereunder.
- 10.4. You warrant that you have the right to enter into this Deemed Contract, that the supply of Energy hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Deemed Contract is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
- 10.5. Except where specifically stated, this Deemed Contract creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.6. 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 9.1 or provision of a final read under clause 7.1, the party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt, please contact us to ensure your notice has been received.

- 10.7. On giving you adequate notice, we may vary any of the terms of this Deemed Contract to reflect industry changes at any time.
- 10.8. This Deemed Contract, which is governed by English law, constitutes the entire agreement between us relating to the supply of Energy to the Site(s) and supersedes all prior negotiations and representations, written or verbal. Where we supply you with both electricity and gas, each supply will be a separate agreement and each agreement will be unaffected by the other.