



Supply Agreement for
Mains Gas

Registered Number: 993638

Registered Office:
81 Rayns Way, Watermead Business
Park, Syston, Leicester LE7 1PF

Tel: 0800 022 3232

Fax: 0116 264 9001

Email: contactus@flogasenergy.co.uk

flogasenergy.co.uk

a **DCC** company

Cover Sheet

New Business Renew

CUSTOMER DETAILS	
Customer Name:	Account Type: <input type="checkbox"/> SME <input type="checkbox"/> Large
Billing Address:	AQ: kWh
	Customer No:
	Fixed Period: <input type="checkbox"/> 12 Month Fix <input type="checkbox"/> 24 Month Fix <input type="checkbox"/> 36 Month Fix
Postcode:	Requested Start Date:
Tel No:	Office Use:
Contact Name:	Prospect No:
Email:	Account No:

SITE DETAILS AND CHARGES (Note: contract may apply to multiple sites, each with their own charges)		
Site Name:	Charges (p/kWh):	Standing Charge (p/day):
Site Address:		
Postcode:		
MPRN:		
VAT Number:		
VAT and Climate Change Levy are excluded and will be applied at the prevailing rates together with any other applicable Charges. Charges are valid for the initial period only.		

PAYMENT TERMS	
Payment method: Direct Debit	Payment terms: 14 days from invoice date

STATEMENT OF RENEWAL TERMS
<p>The initial fixed period of your contract will commence from the date upon which we become the responsible supplier and will last for either 12, 24 or 36 months, as specified above.</p> <p>You can terminate our contract to prevent it extending beyond the initial fixed period by providing us with written notice at any time up to 2 months before the expiry of the fixed period.</p> <p>Notices of termination can be sent in writing to: Flogas Britain Limited, 81 Rayns Way, Watermead Business Park, Syston, Leicestershire, LE7 1PF Or by email to mains-gas@flogas.co.uk</p> <p>We recommend you keep a record of any termination notice you send us, as well as proof of delivery in case you need to refer to it.</p> <p>If you or we decide to terminate the contract, but you do not transfer to another supplier or agree a new contract with us, we will continue to supply you in accordance with the terms and conditions enclosed but subject to our out of contract charges, of which we will notify you at the appropriate time.</p> <p>If you or we decide not to terminate our contract it will continue for a further fixed period of 12 months, but subject to the applicable contract charges we will notify you of at the appropriate time.</p>

SIGNATORIES	
Signed for and on behalf of Flogas Britain Ltd:	Print Name: Position: Date:
Signed for and on behalf of the Customer:	Print Name: Position: Date:



Please fill in the whole form and send it to:

Flogas Britain Limited
 81 Rayns Way
 Watermead Business Park
 Syston
 Leicestershire
 LE71PF

Instruction to your bank or building society to pay by Direct Debit

Name(s) of Account Holder(s):

Service User Number:

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Reference:

Bank/Building Society Account Number:

Branch Sort Code:

Name and full postal address of your Bank or Building Society:

To: The Manager	Bank/Building Society
Address:	
Postcode:	

Instruction to your bank or building society

Please pay **Flogas Britain Limited** Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with **Flogas Britain Limited** and, if so, details will be passed electronically to my bank/building society.

Signature(s):

Date:

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit **Flogas Britain Limited** will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request **Flogas Britain Limited** to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by **Flogas Britain Limited** or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when **Flogas Britain Limited** asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

TERMS AND CONDITIONS FOR THE SUPPLY OF GAS TO BUSINESS CONSUMERS WITH FIXED TERM RENEWAL

1. Words and Phrases

The words and expressions used in the **contract** and which are in bold have the meanings set out in clause 13 below.

2. Contract Duration

2.1 The **contract** begins on the date stated in the **cover sheet**, which will be the date that we sign the **cover sheet**. The **contract** continues until it is ended in accordance with this clause 2 or clause 7.

2.2 You may end the **contract** at the end of any **fixed period**. To do so, you must inform us by sending a notice stating that you wish to end the **contract**, to the address or email address set out in clause 2.7. The notice must be sent at least 30 days before the end of the **fixed period**.

2.3 If you give us notice under clause 2.2 but we are still the **registered supplier** at any **sites** after the end of the **fixed period** (because you have not arranged for another supplier to become the **registered supplier** or for any other reason), we will continue to supply **gas** to you at those **sites**. In this case, there will be a **deemed contract** between us until either you and we agree a new contract for the supply of **gas** to those **sites** or another supplier is registered as the **registered supplier** at those **sites**. You may end the **deemed contract** in respect of any **site** at any time and the **deemed contract** will come to an end when another supplier becomes the **registered supplier** at the **site**, when you and we enter into another contract for the supply of **gas** to the **site** or when another person enters into a contract with us for the supply of **gas** to the **site**.

2.4 A **deemed contract** will come to an end if the **site** being supplied under the **deemed contract** is disconnected.

2.5 If you wish to end the **contract** you should inform us by writing to us at Flogas Britain Ltd, 81 Rayns Way, Syston, Leicester, Leicestershire, LE7 1PF or sending an email to contactus@flogasenergy.co.uk. In each case, please quote your [customer number and the **site** address(es)].

3. Gas Supply

3.1 We will supply **gas** to each **site** from the date on which we become the **registered supplier** at that **site**, and you will pay us the **charges** and the **pass-through amounts** for all **gas** that we supply.

3.2 Unless we are not required to do so by our **supply licence** or you notify us that you do not wish us to become your supplier at a **site**, we will become the **registered supplier** for each **site** within 21 days of the date of the **contract** (or by any later date you have agreed in the **cover sheet** or elsewhere) provided that you have provided to us all information necessary for us to become the **registered supplier** at the **sites** and subject to your current **supplier** not raising any objection to us being the **registered supplier** at any **site**. Your current supplier could object on various grounds, including if there are unpaid bills or you are still within a fixed term of a contract with that supplier. If we cannot become your **registered supplier** within 21 days of the date of the **contract** we will notify of the date that we will or have become your **registered supplier**.

3.3 The **gas** will be delivered to each **connection point** by the relevant **network operator** on our behalf. The **network operator** is responsible for maintaining the **network** and the connection of each **site** to the **network**, and it may disconnect the supply of **gas** in accordance with its legal rights to do so.

3.4 Ownership of and responsibility for the **gas** will transfer to you at the **connection point**, and you will be responsible for **gas** losses which are incurred on your side of the **connection point**.

3.5 We will only supply properties with **gas** that do not require (under the **industry codes**) daily meter reading but, if any **site** becomes subject to the need for daily meter readings, then we may continue to supply **gas** to you at that **site** if we agree terms with you. If daily meter readings are required at any **site** we may terminate the **contract** immediately in respect of that **site** but the contract will continue in respect of any other **sites**.

4. Your Obligations

4.1 You confirm that none of the **sites** are a property at which a supply of **gas** is taken wholly or mainly for domestic purposes. Please contact us if you are unclear what this means.

4.2 You will notify us before you make changes to any of the **sites** that are likely to materially alter the amount of **gas** you consume in a day.

4.3 You agree:

- to provide us with the assistance and information that we reasonably request to enable us to comply with our obligations under the **contract**, our **supply licence** and the **industry codes**;
- to maintain the equipment and pipes at each **site** which is used to take a supply of **gas** in good and safe working order and in compliance with law;
- to ensure that each **site** remains connected to the **network** at the relevant **connection point**, and to maintain and comply with all necessary agreements and consents for such connection; and
- not to enter into a contract with any third party for the supply of **gas** to any **site** during the **fixed period**, including any renewal of the **fixed period**. If you do so, we may object to the appointment of the third party as the **registered supplier**.

4.4 You agree that we can pass on to third parties information concerning the supply of **gas** and/or information you provide to us, and we will do so in accordance with law, our **supply licence** and the **industry codes**.

4.5 You confirm that all of the information provided by you (or on your behalf) in relation to the **contract** is accurate and complete, and not misleading. This includes information that you have provided prior to the date of the **contract**.

4.6 You agree that we may obtain from your previous **gas** supplier (or other relevant industry parties) any information we reasonably require in order to supply **gas** to the **sites**.

4.7 If you believe that there is (or may have been) an escape of **gas**, you must immediately call the **network operator** on 0800 111 999 and they will provide any emergency services and you must allow them access.

4.8 You agree to us contacting you in relation to the **contract** using any contact details you have provided to us.

4.9 In certain circumstances we may be instructed to restrict or stop supplying **gas** to you. If we receive such an instruction then we may discontinue or cease the supply of **gas** to any **site** and/or, at our request you must stop or restrict your use of **gas** until we notify you otherwise.

4.10 In certain circumstances we may be requested to discontinue the supply of **gas** to a **site**. If we tell you that we have received such a request or you receive such a request directly from the **network operator**, then you must immediately take all steps within your power to avoid using **gas** at the affected **site(s)** until we or the **network operator** notifies you otherwise.

5. Charges

5.1 You will pay us the **charges** and the **pass-through amounts**. Amounts set out in the **contract** are stated exclusive of value added tax and **climate change levy** and any other taxes, duties and levies applicable to the supply of **gas**. These amounts will be shown on our invoices and will be payable by you (where applicable in accordance with law).

5.2 We will, each month or at such other intervals as we agree with you, send you an invoice in respect of the **charges** and the **pass-through amounts** for the relevant period. We will send the invoice by prepaid post or (if agreed) through e-billing facilities. E-billing facilities may (at our discretion) entail us sending the invoice to an e-mail address maintained by you, or uploaded into your My Account section on our website. You will maintain an email address for this purpose, and notify us of the email address. You must keep your My Account password secure and confidential, and we may close your My Account at any time without notice if we have reason to believe that the account is being accessed or used in an unauthorised manner.

5.3 You will pay the amount shown in each invoice to us by Direct Debit (unless otherwise agreed) within 10 days of the date of an invoice or statement.

5.4 If you do not pay the **charges** or the **pass-through amounts** by the **payment date**, we will charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1988 (which is currently 8% above the Bank of England base rate).

5.5 If a Direct Debit request is returned unpaid by your bank twice in any 12-month period, or you fail to pay any invoice by the **payment date**, we can charge you at the **non-DD rate** (rather than the **contract rate**) until you pay all the **charges** and **pass-through amounts** in full. We may also charge you an administration fee. This clause applies in addition to any other rights or remedies we may have.

5.6 Where any credit amount is due to you under the **contract**, we may use the credit amount to set-off against any amounts that you owe us under the **contract** (or that you owe to us or our **affiliated companies** under any other agreement). Set-off will settle both the amount owed to you and the amount you owe.

5.7 Where a credit arises under clause 5.6, we will deduct the amount we take by Direct Debit. However, if we have consented to payment terms other than by Direct Debit or if the credit is greater than the amount owing to us, then we will credit the amount to an account operated by us for that purpose. We will pay any such amount to you on request. We will send the reconciliation notice or credit note to your address as held by us, unless we are aware that you are no longer in occupation of the **site** and you have not provided a forwarding address.

5.8 Save as set out in clause 5.7, you will pay the **charges** and the **pass-through amounts** in full without any deduction, set-off or counterclaim.

5.9 Your obligations under this clause 5 still apply even if you appoint a third party agent to provide bill processing or validation services.

5.10 In addition to our other rights, if you do not pay any of the **charges** and/or the **pass-through amounts** by the **payment date**, and you are more than 10 days late in making payment, all our unpaid invoices under the **contract** will be deemed to be immediately due and payable. In addition, we will be entitled to require you to:

- pay the **charges** and the **pass-through amounts** for each month in advance based on our estimate of likely **gas** consumption in that month (subject to a subsequent reconciliation against actual consumption at least once in every 12-month period); or
- pay us a cash deposit in an amount equal to our reasonable estimate of our likely exposure to you under the **contract** (in which case title in such amount will vest in us, but we will pay you an equal amount (less amounts deducted by us in settlement of outstanding invoices under the **contract**) after the payment of our final invoice following the end of the **contract**).

5.11 If you do not pay any of the **charges** and the **pass-through amounts** by the **payment date**, we may pass information relating to you onto credit reference agencies.

5.12 If you have entered into any other agreement with us or one of our **affiliated companies**, and you send a payment to our address without specifying the agreement to which the payment relates, then we may choose to allocate the payment to the **contract** or to the other agreement.

6. Metering and Estimates

6.1 We will arrange for metering to be (or remain) installed at each **site**.

6.2 The **metering** will either belong to us or to another entity with which we have contracted. You will not own the **metering**, and will not be able to object to any transfer of the ownership of the **metering** that may take place or to its replacement with alternative **metering**.

6.3 You will allow our representatives reasonable access to each **site** at reasonable times to install, read, inspect, maintain, remove or replace the **metering**. You also agree that this right of access extends to the entity that owns the **metering**, and to any of our or their contractors.

6.4 You will not interfere with the **metering**, and will make sure that it is not damaged. You will compensate us for any losses or costs that we incur as a result of damage to the **metering**.

6.5 Where we agree to replace the **metering** at your request, you will reimburse us for any losses and expenses that we incur (including abortive visit charges) in connection with such change other than those arising due to our failure to meet our obligations.

6.6 We will arrange for the **metering** to be read. You may also provide us with readings. We will use the readings you provide to us unless they are inconsistent with the readings taken by us or our contractor, in which case we will use those readings.

6.7 If a meter reading is not available, or is in our reasonable belief inaccurate, we will estimate the amount of **gas** used by you and will charge you accordingly. Any such estimates shall be subject to reconciliations as actual or more accurate information becomes available.

6.8 If you reasonably believe that the **metering** at a **site** is inaccurate, you can ask us to test the **metering**. If you ask us, we will arrange for the **metering** to be tested within a reasonable period. If the accuracy of the **metering** is found to be within the limits prescribed by law or the **industry codes**, you will reimburse us for the cost of the test. If the accuracy of the **metering** is found to be outside the limits prescribed by law or the **industry codes**, we will repair or replace the **metering**. If the accuracy of the **metering** is found to be outside the limits prescribed by law or the **industry codes**, we will also apply a reasonable adjustment (up or down) to the **charges** to reflect the inaccuracy.

6.9 If a **site** has smart metering, you consent to us obtaining, storing and using consumption data from the smart metering relating to periods of less than one month in duration. We will only use this data for the purposes of calculating and sending a bill or statement of account; optimising settlement and forecasting; identifying gas efficient savings and products; and the monitoring and control of potential gas theft. You may restrict us to obtaining, storing and using consumption data only in respect of periods of one month or more by writing to us at Flogas Britain Ltd, 81 Rayns Way, Syston, Leicester, Leicestershire, LE7 1PF or emailing us at contactus@flogasenergy.co.uk.

7. Ending the Contract

7.1 If, during the **fixed period**, you are no longer the owner or occupier of the **site**, you may give us written notice of the date the change in ownership or occupation has or is expected to occur and the **contract** will end in respect of that **site** from the date we enter into a **gas** supply contract for that **site** with another person (which may automatically occur under law).

7.2 If we serve a notice under clause 8.1 telling you that we are increasing the **charges**, you may end the **contract** by informing us within 30 days after you receive our notice. In this case, the **contract** will end 30 days after the date that you so inform us.

7.3 We may end the **contract** at any time for any or all of the **sites** (but only for the affected **sites**) in the circumstances set out in paragraphs e), f) and g) if:

- you fail to pay when due any amount payable by you under the **contract**, and do not pay such amount in full within 10 days after we have informed you of such failure;
- you are in material breach of any of the provisions of the **contract** (other than failures to pay), and such breach is not remedied to our reasonable satisfaction within 2 days after us informing you of such breach;
- you are deemed in accordance with law to be unable to pay your debts, or any legal proceedings or other steps are taken in relation to: your winding-up or liquidation; the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of you or your assets; a composition, assignment or arrangement with your creditors;
- it becomes unlawful for you or us to comply with any material provision of the **contract**;
- a landlord's consent or other third party consent is required for us to become a supplier of **gas** to the **site** (including in order for us to use a network that is not operated by a statutory licensee), and you have not obtained such consent on terms acceptable to us (or that consent ends);
- we have not been able to become the **registered supplier** for the **site** within 30 days after the **site** first becomes subject to the **contract**; or
- the **site** is subject (under the **industry codes**) to daily meter reading.

- 7.4 If we end the **contract** in respect of all of the **sites** in accordance with clause 7.3, we will inform you of the date the **contract** will end. If we end the **contract** in respect of some of the **sites** only we will inform you of the affected **sites** and of the date that it will end in respect of the affected **sites**.
- 7.5 If we end the **contract** in respect of any or all of the **sites** in accordance with clause 7.3, you will compensate us for the losses and costs we incur as a result of the early termination of the **contract** and the enforcement of our rights. We have the right to object to the appointment of any third party as the **registered supplier** at a **site** for so long as you owe any amounts to us under the **contract**.
- 7.6 The **contract** will end automatically and immediately if our **supply licence** is revoked, or if a last resort supply direction (as defined in our **supply licence**) is given to another supplier in respect of the supply of **gas** to the **sites**.
- 7.7 If you take a supply of **gas** at any **site** after we end the **contract** in respect of a **site** and whilst we are the **registered supplier** at that **site**, then the **fixed period** will end for the **site** but the **contract** will not. The **contract** will continue to apply for that **site** until we are no longer the **registered supplier** or the **site** is **disconnected**. However, you will be charged at the **out of contract rate**, and you will have to reimburse us for all the costs that we reasonably incur until the supply to the **site** is **disconnected** or until another supplier becomes the **registered supplier**.
- 7.8 The ending or expiry of the **contract** for whatever reason will be without prejudice to your and our rights and remedies which have accrued prior to the end or expiry of the **contract**. Such ending or expiry will also be without prejudice to the continuing validity of any provision of the **contract** which expressly or by implication is intended to come into or remain in force on or after the end or expiry of the **contract**.
- 8. Changes to our agreement**
- 8.1 We reserve the right to increase the **charges** at any time by giving you prior notice if, due to circumstances beyond our control, the cost of supplying any **connection point** increases. Where we notify you that we intend to increase the **charges**, you may end the **contract** in accordance with clause 7.2.
- 8.2 We may vary the **charges** at any time in order to reflect any change (howsoever arising) in the **pass-through amounts**. We will give you as much advance notice as we can, but we will not be able to do so if we have not been given advance notice of the change in the **pass-through amounts**.
- 8.3 The **charges** have been calculated based on information provided to us about the historic and expected pattern and quantity of **gas** use at each **site**. In the event that such information proves to be inaccurate, we reserve the right to vary the **charges** to take into account such inaccuracy.
- 8.4 In addition to our other rights under this clause 8, we may vary the **contract** (but not the **charges** or the duration of the **fixed period**) at any time by notifying you in writing not less than 30 days in advance of the new terms taking effect.
- 8.5 If any of the provisions of any **industry code** are amended or varied or cease to apply, you will, at our request, agree to amend the **contract** to accommodate any such amendment, variation or cessation in such manner as we reasonably require.
- 9. Disconnecting the Supply of Gas**
- 9.1 You agree that the supply of **gas** to any **site** may be **disconnected** if:
- you do not make a payment in respect of a **site** when due under the **contract**; or
 - we believe that:
 - the **gas** intended to be supplied to you has been stolen or redirected;
 - there has been interference with the **network** or **metering**; or
 - it is necessary to do so in order to avoid danger or a breach of an **industry code**
 - we are obliged to **disconnect** the **site** under law, our **supply licence** or any **industry code**;
 - the **network operator** or the **shipper** asks us to do so, in which case you must take all steps in your power to avoid **gas** being taken at the **site**; or
 - after we end the **contract** in respect of that **site** in accordance with clause 2 or 7, if we remain the **registered supplier**.
- 9.2 You agree that we (and our contractors) may access a **site** for the purposes of **disconnecting** the supply of **gas** to that **site** in accordance with clause 9.1. You also agree that we can **disconnect** the supply remotely if the **metering** provides for this.
- 9.3 If the **gas** supply to any **site** is (or arrangements are made for it to be) **disconnected** because of something you have done or not done (but should have done) under the **contract** or by law you will:
- compensate us for any losses or costs which we have incurred as a consequence of **disconnecting** the supply;
 - compensate us for the costs which we incur in re-establishing the supply; and
 - if we request, provide us with a performance bond in an amount which we reasonably determine to approximate to the value of three months' supply of **gas**. We will be entitled to call on this performance bond for any amounts due to us if you fail to pay by the payment date, and only following this will we reconnect the **gas** supply at the **site**.
- 9.4 If you ask us to do so, we will send you our current charges for **disconnecting** and re-establishing a supply.
- 9.5 We will give you notice of our intention to **disconnect** a supply to a **site** in accordance with our obligations under law, our **supply licence** and the **industry codes**.
- 10. Liability**
- 10.1 If either we or you are unable to perform any or all of the obligations under the **contract** (other than in respect of payments, which must always be made when due) because of some unforeseeable event or circumstance beyond the affected party's reasonable control, then the **contract** will remain in full effect but the affected party will have no liability for such failure to perform (provided it uses its reasonable endeavours to overcome the problem).
- 10.2 We have no liability in respect of any failure to supply **gas** if a **site** is **disconnected** by the **network operator** or the supply is shut-down, interrupted, delayed, reduced or impaired as a result of actions by the **network operator**.
- 10.3 We will be liable to you in respect of physical damage to the **site** which results directly from our breach of the **contract** and which was reasonably foreseeable at the date of the **contract** as likely to result from such breach or which is due to our negligence (but this is capped as set out in clause 10.5).
- 10.4 We will not be liable to you for any loss of profits, revenues, contracts, interest, business, goodwill or opportunity (whether or not foreseeable at the date of the **contract**) arising from or in connection with the **contract** (whether those losses arise in **contract**, negligence or otherwise).
- 10.5 Our total aggregate liability arising from or in connection with the **contract** (whether in **contract**, negligence or otherwise) will in no circumstances exceed the average total **charges** payable to us each year during the **fixed term**.
- 10.6 We will not be liable to you in respect of any loss of or damage to equipment installed or stored at the **site** by third parties. We will not be liable either to you or to any third party for any costs incurred by you as a result of you entering into an agreement with a third party. You will ensure that no third party makes a claim against us for any such loss or damage.
- 10.7 The exclusions and limitations of liability under this clause 10 will not apply to death or personal injury caused by our negligence, or in the case of our fraud or fraudulent misrepresentation. Nothing in the **contract** will exclude or limit any other liability that, by law, cannot be excluded or limited.
- 10.8 You will compensate us in full for any loss or cost we suffer as a result of your breach of the **contract**.
- 11. Notices**
- 11.1 All notices or other communications to be given by us or you to the other in relation to the **contract** must be:
- in writing and addressed and sent to the recipient's address or number as shown in the **cover sheet** (or as otherwise notified by the recipient in accordance with this clause 11);
 - sent by hand or courier or prepaid post or email or fax.
- 11.2 All notices or other communications sent in accordance with clause 11.1 will be deemed to have been received:
- in the case of delivery by hand or courier, when delivered;
 - in the case of prepaid post, on the third day following the day of posting;
 - in the case of fax, on acknowledgement by the addressee's facsimile receiving equipment; and
 - in the case of email, on receipt by the recipient's email server, unless receipt would otherwise occur outside of normal working hours, in which case receipt will be deemed to have occurred at 0900 hours on the next normal working day.
- 12. Miscellaneous**
- 12.1 The **contract** constitutes the whole and only agreement between us and you relating to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given on our behalf which is not set out in the **contract**. All other terms and conditions, express or implied by law or otherwise, are excluded to the fullest extent permitted by law.
- 12.2 No delay or omission by either us or you in exercising any right or remedy under the **contract** will be construed as a waiver of such right or remedy. Any single or partial exercise will not prevent any other or further exercise of the same right or remedy, or the exercise of any other right or remedy.
- 12.3 You will not transfer any of your rights or obligations under the **contract** without our prior written consent.
- 12.4 We may transfer the **contract** (or our future rights and obligations under the **contract**) to any entity that has the necessary statutory authorisations to supply **gas** to the **site**. You agree that, from the date you are notified of such a transfer, you will accept such person in substitution for us. We may also sub-contract any of our obligations under the **contract** (but we will remain liable for performance in this case).
- 12.5 If a provision of the **contract** is declared invalid or illegal or unenforceable, that provision will be deemed omitted from the **contract**, and the other provisions will continue to apply to the extent possible.
- 12.6 Subject to restrictions imposed by law or under the **industry codes**, if you try to appoint another supplier as the **registered supplier** at any **site** during the **fixed period** or whilst any amounts you owe to us have not been paid, we may object and if this happens the **contract** will continue to apply.
- 12.7 No provision of the **contract** shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.8 The **contract** (and all contractual and non-contractual matters arising in relation to it) will be governed by and read in accordance with the laws of England, and subject to the jurisdiction of the courts of England and Wales.
- 13. Glossary**
- 13.1 The words and expressions used in the **contract** have the following meanings:
- affiliated company**: means any holding company or subsidiary of ours or any company which is a subsidiary of a holding company of ours and "holding company" and "subsidiary" have the meanings set out in section 1159 Companies Act 2006;
- charges**: means the amount we charge for supplying **gas** to you and includes the **contract rate** and the **standing charge**, together with any other amounts payable by you to us in accordance with the **contract**;
- climate change levy**: means the tax of that name established pursuant to schedule 6 of the Finance Act 2000;
- connection point**: means, in respect of each **site**, the point(s) at which the **gas** flows between the **network** and your equipment or pipes;
- contract**: means the supply contract between us and you comprising the **cover sheet** and these terms and conditions;
- contract rate**: means the pence per unit charge for the supply of **gas** specified in the **cover sheet**;
- cover sheet**: means the cover sheet to which these terms and conditions are attached (or in which they are referred to) together with any schedule(s) attached to it;
- deemed contract**: means a contract on these terms and conditions (with the **charges** being the **out of contract rates**) which automatically comes into effect if we are the **registered supplier** at a **site** but there is no contract in place at the time **gas** is used at that **site**;
- disconnect**: means to interrupt, cut-off, disconnect or suspend a supply of **gas**, whether temporarily or on a permanent basis;
- gas**: means Natural Gas as defined in Section 48 of the Gas Act 1986 and all subsequent amendments;
- fixed period**: means the fixed period specified in the **cover sheet** (commencing on the date we become **registered supplier** at all of the **sites**);
- industry codes**: means the codes and agreements referred to in our **supply licence**;
- metering**: means, for each **connection point**, the appropriate metering (and related equipment) used for measuring **gas** consumption data at the **connection point** and for the collection and transmission of such data;
- micro-business consumer**: has the meaning given in our **supply licence**;
- network**: means the gas distribution network, through which you receive the supply of **gas**;
- network operator**: means, in respect of each **site**, the owner or operator of the **network**;
- non-DD rate**: means a pence per unit charge for the supply of **gas**, being the **contract rate** plus an additional 7.5% per unit;
- out of contract rate**: means our out of contract rates for the supply of **gas**, as published on our website or otherwise notified to you from time to time;
- pass-through amounts**: means charges levied on us which are outside our control and which concern or relate to the supply of **gas**, including the charges made for the transmission and/or distribution of **gas**; charges made because you exceed the capacity or volume allocated by the **network operator**; and any taxes, levies or duties imposed in relation to the supply of **gas** or on us relating to our business of supplying **gas**;
- registered supplier**: means, for each **site**, the supplier registered under the **industry codes** as responsible for the supply of **gas** to the **connection point(s)** at that **site**;
- shipper**: means, in respect of a **site**, the gas shipper who contracts with the **network operator** to transport the **gas** to the **site**;
- site**: means each of the properties listed in the **cover sheet**, as amended from time to time by agreement in writing between you and us;
- standing charge**: means the fixed amount we charge per day per meter;
- supply licence**: means our gas supply licence held under section 7A of the Gas Act 1986;
- we/us/our**: Flogas Britain Limited; and
- you/your**: the person, people, company or partnership which has entered into the contract with us.
- 13.2 In the **contract** any references to:
- us, includes references to our employees, agents and contractors;
 - legislation, includes references to that legislation as modified, amended, extended or re-enacted from time to time;
 - codes or agreements, includes those codes or agreements as amended from time to time;
 - clauses are references to the clauses of these terms and conditions;
 - the singular include references to the plural (and vice versa);
 - the terms 'include' and 'including' are without limitation to any other matters being included in or covered by the relevant provision; and
 - person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.



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a **DCC** company