



# GAS DEFINITIONS

This is a complete list of definitions that are used across all of our product offerings for gas supply contracts. Please note that some may not apply to your contract.

**Act** means the Gas Act 1986.

**Actual Consumption** means the total quantity (in kWh) of Gas supplied in a period to all of the Supply Points

**Affiliate(s)** means a company which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a Party. For this purpose, control means the direct or indirect ownership of in aggregate fifty per cent or more of voting capital.

**AMR Equipment** means the equipment installed (or to be installed) at the Premises to allow automated meter readings to be collected.

**Business Day** means a day other than a Saturday or a Sunday or a public holiday in England.

**Charges** means each of the prices and charges set out in Clause 3.1

**Climate Change Levy** means the levy introduced by Schedule 6 of the Finance Act 2000 and the Climate Change Levy (General) Regulations 2001.

**Competent Authority** means the Gas and Electricity Markets Authority, Ofgem or any governmental, regulatory or statutory person which has jurisdiction in respect of the Customer, the Supplier, shippers, Gas Transporters or the subject matter of the Contract or any Industry Code.

**Confirmation** means a confirmation of the terms of an Instruction to Fix (or Instruction to Refloat) in the form of a standard email sent either by DONG Energy or the Trading Desk (as applicable).

**Contract** means the Offer and attached Schedules, Terms and Conditions, Hedging Procedure and these Definitions, as made between the Customer and Supplier.

**Contract Duration** means the intended period between the Start Date and the End Date, subject to any delay to the Start Date or early termination in accordance with the Contract.

**Contract Year** means a period of twelve (12) months commencing on the Start Date or any anniversary thereof.

**Cost of Gas** means the cost solely attributable to the Gas supplied by the Supplier, not including the cost of transporting the Gas or other industry charges. For Fixed Price Contracts it is combined into the Delivered Price. For Flexible Price Contracts, it is calculated in accordance with Schedule 4.

**Customer Representative** means a representative of the Customer who is authorised to issue or receive notices and/or instructions on the Customer's behalf, who shall be the person or company listed in the Offer or such other

representative as the Customer confirms to the Supplier in writing.

**Daily Charge** means the daily standing charge applicable on each day from the Start Date to the End Date, as set out in Schedule 1.

**Datalogger** means a device approved by the Supplier for capturing data from a Meter, and/or where installed a converter and a telephone line or radio transmitter and/or such other equipment as shall be required for transmitting such data to the Meter Reading Agency.

**Day** means the period from 05:00 hours on one day until 05:00 hours on the following day and “Daily” shall be construed accordingly.

**Deemed Contract** means the deemed rate gas contract available on the Supplier Website and on request, as may be updated from time to time.

**Deemed Rates** means the rates available on the Supplier Website and on request and paid by the Customer for any supplies of Gas made to the Customer after the termination or expiry of the Contract.

**Default Index** has the meaning given to it in the Offer.

**Delivered Price** means the weighted average of the Cost of Gas and Delivery Charge, as set out in Schedule 1.

**Delivery Charge** means the amount (in p/kWh) charged for the delivery of each kWh of Gas, including transport and metering charges.

**Distribution Network Operator** has the meaning given under the Uniform Network Code.

**DM Supply Point** means each of the Supply Points specified as daily metered or as “Class 1” or “Class 2” in Schedule 1.

**End Date** means the date specified in the Offer (as may be extended in line with Clause 1.3) or, if earlier, the date of termination of the Contract in line with its terms.

**Evergreen** means a Contract that is indicated as Evergreen in the Offer, in which case the Term is determined in accordance with Clause 1.3.

**Fixed Price Contract** means a contract with a fixed Cost of Gas, as identified in the Offer.

**Flexible Price Contract** means a contract with a flexible Cost of Gas, as identified in the Offer.

**Forecast Consumption** means the total quantity (in kWh) of Gas forecast to be supplied in a period to all of the Supply Points, derived from the forecast of supply set out in Schedule 2 and in accordance with Clause 11 (Volume Forecasts).

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

**Gas Supplier** means any person holding a Gas 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 appointed by the Supplier to deliver Gas to the Supply Points.

**Hedges** has the meaning given to it in Clause 21.1.

**Hedging Procedure** means the process for issuing Instructions to Fix or Refloat for Gas available on the Supplier Website as the Hedging Procedure v2.0 and on request.

**Heren** means the ICIS Heren publication “European Spot Gas Markets” ESGM or any successor thereof.

**IGEM Meter Recommendations** means any recommendation or standard from time to time issued or updated by the Institution of Gas Engineers and Managers in respect of the nature, type, design, specification or manufacture of any Meter Installation or part thereof.

**Industry Code** means an industry-recognised code relating to the supply, transport and metering of Gas and any other activity under the Contract, including the Uniform Network Code, the Code of Conduct of the Institute of Gas Engineers and Managers and the Meter Asset Manager Code of Practice.

**Initial Period** means the initial term of a Contract if it is Evergreen, as set out in the Offer and expressed as a number of Supply Months following the Start Date.

**Instruction to Fix** means an instruction issued by the Customer Representative in accordance with the Hedging Procedure to buy a quantity of Gas priced in accordance with the pricing options in Schedule 3.

**Instruction to Refloat** means an instruction issued by the Customer Representative in accordance with the Hedging Procedure to sell a quantity of Gas that was previously the subject of an Instruction to Fix.

**Interruptible** a DM Supply Point is deemed to be Interruptible if the Gas Transporter appoints interruptible capacity status, allowing it to instruct a Customer to reduce or discontinue their offtake of Gas.

**Large Supply Point** means a Supply Point with a consumption of more than 732,000 kWh per annum.

**Legal Requirement** means any Act of Parliament, statutory instrument, regulation, licence or act or decision or direction of any Competent Authority.

**Management Fee** means the fee (in p/kWh) charged by the Supplier for providing the supply of Gas and includes an administration charge, a charge for cost of credit and a swing premium to cover the risk of changes in commodity prices.

**Meter** means the meter at a Supply Point, including any AMR Equipment, Datalogger, converter and ancillary equipment.

**Meter Asset Manager** means the person or company appointed to install and maintain the Meter at a Supply Point.

**Meter Bypass** means an installation by means of which the flow of Gas at a Supply Point may be delivered so as not to pass through the Meter.

**Meter Point Reference Number or MPRN** means a unique number allocated to each Supply Point.

**Meter Reading** means a reading constituted by or derived from data captured by a Meter, AMR Equipment or Datalogger fitted at a Supply Point.

**Meter Reading Agency** means the person or company appointed to undertake Meter Readings.

**Monthly Invoice** has the meaning given to it in Clause 6.1.

**NDM Supply Point** means each of the Supply Points specified as non-daily metered or as “Class 3” or “Class 4” in Schedule 1.

**Network Emergency Coordinator** means the person or company responsible for coordinating and controlling the safe conveyance of Gas through the Pipeline System(s) to a Supply Point.

**Offer** means the part of the Contract summarising the commercial terms and signed by the Customer and the Supplier.

**Parties** means the Customer and the Supplier and “Party” means either one of them.

**Pipeline System** means a Gas pipeline system operated by a Gas Transporter.

**Premises** means the premises at which Gas is offtaken at a Supply Point and consumed by the Customer.

**Priority Criteria** means the criteria designated by the Secretary of State or Gas Transporter to assess which consumers should be given priority as described in Standard Condition 18 of the Gas Transporters Licence.

**Refloat** means the selling back to the market of quantities of Gas previously purchased on the Customer’s behalf as a result of the Supplier acting on an Instruction to Fix.

**Relevant Date** has the meaning given to it in Clause 7.1.

**Schedule** means a schedule to the Offer.

**Service Providers** means the Gas Transporters, Meter Asset Managers and Meter Reading Agency employed by the Supplier in the delivery of Gas to the Supply Point.

**Start Date** means the date specified in the Offer.

**Supplier Website** means the website at <http://www.dongenergy.co.uk/energyforbusiness> or other websites of the Supplier.

**Supply Hourly Quantity or SHQ** means the maximum hourly consumption at a DM Supply Point.

**Supply Licence** means a licence granted by Ofgem in accordance with the Act for the marketing and supply of Gas to domestic or commercial consumers.

**Supply Month** means any month in which the Supplier supplies Gas to any Supply Point under the Contract (or any part of a month if the Supplier does not supply Gas for the entire month).

**Supply Point** means each point of connection listed in Schedule 1, at which the supply of Gas may flow from the Pipeline System to the Premises.

**Supply Point Ratchet Charge** has the meaning given to it in the Uniform Network Code.

**System Marginal Price** means the System Marginal Buy Price if buying Gas or the System Marginal Sell Price if selling Gas, each as defined in the Uniform Network Code, and will include any replacement imbalance price under the Uniform Network Code if the System Marginal Buy Price or System Marginal Sell Price are no longer used.

**Term** means the term of the Contract, from the date of signature to the End Date.

**Terms and Conditions** means the terms and conditions of supply of Gas identified in the Offer.

**Trading Day** means a period during which the wholesale gas markets used by the Trading Desk for the purchase and sale of Gas for the Contract are open.

**Trading Desk** means the trading desk run by DONG Energy Sales & Service A/S, or any other Affiliate of the Supplier.

**Transportation and Metering Charges** has the meaning given to it in Clause 5.1.

**Unidentified Gas** has the meaning given to it in the Uniform Network Code.

**Uniform Network Code or UNC** means the Uniform Network Code prepared by the Gas Transporter pursuant to their public Gas Transporter’s licence.