

| TERMS AND CONDITIONS OF SUPPLY

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1. Basis of the Contract

- 1.1 The Supplier agrees to supply electricity under the terms of this Contract and the Customer agrees to take exclusively from the Supplier and to pay for the electricity taken at the Supply Point(s) set out in Schedule 1.
- 1.2 This Contract will come into effect on the date it is signed by the Parties and supply of electricity will commence on the Start Date, subject to Clause 6. This Contract will end on the End Date shown in the Offer.
- 1.3 About 60 days before the End Date, the Supplier will write to offer the Customer an Electricity Price and Daily Charge for the coming Contract Year. If the Customer wishes to accept the offer it does not have to do anything as the Contract will automatically extend for 12 months at the offered price. If the Customer does not want to accept the offered price or to extend their Contract, it must write to the Supplier no later than 30 days before the current End Date. The Customer may end the Contract at any time during the extended period by giving the Supplier 30 days' written notice.
- 1.4 If this Contract has ended and the Customer has not entered into a new contract with the Supplier, moved to another Electricity Supplier or Disconnected all of the Supply Points, a Deemed Contract will come into effect between the Parties on the first day after the date the contract ended at the Deemed Rates.
- 1.5 This Contract is conditional on the Customer meeting the Supplier's credit checks. If the Supplier notifies the Customer before the Start Date that the Customer has failed the checks, this Contract shall be deemed not to have come into force or effect and the Supplier shall not be obliged to supply electricity to the Customer. The Supplier may decide that the Contract will not extend under Clause 1.3 by notifying the Customer before the extension that the Customer has failed the Supplier's credit checks.

2. Calculation of the Amount of Electricity Used

- 2.1 The Supplier will base its calculation of the amount of electricity the Customer has used during a Supply Month on:
 - (a) the Meter reading that the Supplier receives from the Data Collector within 5 Business Days of the end of the month; or
 - (b) if an Advanced Meter is not fitted at a Supply Point or readings are not available for any reason, the Supplier will estimate the amount of electricity used.
- 2.2 If at any time the Supplier identifies an error in, or receives an update to, a Meter reading or estimate of electricity consumption, it may send an invoice or credit note for the adjusted amount.
- 2.3 Ownership of the electricity will pass from the Supplier to the Customer at each of the Supply Points.
- 2.4 The Customer will pay for all electricity taken at each Supply Point irrespective of whether it is used by the Customer or anyone else.

3. Calculation of the Invoice Price

- 3.1 Electricity supplied to each Supply Point shall be

charged at:

- (a) the Electricity Price;
 - (b) the Daily Charge; and
 - (c) the Third Party Charges,
- as shown in Schedules 3 and 4.

4. Electricity Price, Daily Charge and Third Party Charges

- 4.1 The Electricity Price will be charged against each kWh of electricity used by the Customer. It may be made up of separate rates as set out in Schedule 4.
- 4.2 The Daily Charge will be made for each Day in the Term and will be charged whether or not any electricity is consumed.
- 4.3 The Third Party Charges will be fixed for the Term.
- 4.4 The Charges may include commission paid to a broker or consultant acting on the Customer's behalf.
- 4.5 If at any time the Supplier identifies an error in, or receives an update to, the Charges that have been invoiced or identifies an error in the information on which it based its Charges at the date of this Contract, it may send an invoice or credit note for the adjusted amount.

5. Payment Terms

- 5.1 Each month, the Supplier will send the Customer an invoice for the Charges that apply to the electricity supplied in the previous Supply Month (a "Monthly Invoice"). The Supplier may invoice other amounts due under this Contract from time to time.
- 5.2 All amounts payable under this Contract are stated net of VAT, the Climate Change Levy or any other tax, duty or charge (together referred to as "Taxes" and each a "Tax") applicable to supplying electricity to the Customer. The Customer must pay these Taxes and the Supplier will pass through any that the body imposing the Tax intends the Customer to pay rather than the Supplier. This Clause 5.2 will also apply to any increase in a Tax, or any new Tax, introduced during the Term.
- 5.3 The Customer will pay the full amount of each Monthly Invoice and any other invoice so that the Customer's payment is received by the Supplier not later than the payment date shown in the Offer.
- 5.4 The Customer must pay each invoice in pounds sterling by the method shown in the Offer to the bank account designated by the Supplier.
- 5.5 The Customer must make all payments under this Contract without taking off any amounts (for tax or any other purpose), unless the Customer has to do this by law.
- 5.6 If the Customer does not agree with any amount the Supplier has charged the Customer under this Contract, the Customer must pay the part of the invoice the Customer agrees with, and notify the Supplier of the details of the Customer's dispute within 30 days of the date of the invoice.
- 5.7 If the Customer and the Supplier are not able to settle the dispute within 30 days of the Customer's notice, either the Customer or the Supplier may refer the matter to an independent expert that the Customer and the Supplier jointly agree on. If the Customer and the Supplier cannot agree on that person within 21

days of referral the Customer or the Supplier can refer the dispute to an expert appointed 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. The Supplier and the Customer will share the cost equally of providing this expert unless the expert decides either the Customer or the Supplier have acted unreasonably. If this is the case, the expert will decide who should pay the costs.

6. Preconditions for Supply

6.1 The Supplier will ensure that it is registered and begin supplying each Supply Point by the later of:

- (a) 15 days from the date of this Contract;
- (b) the Start Date; or
- (c) another date as may be agreed by the Supplier and the Customer

(the "Relevant Date").

The Customer may request a later date for registration or notify that it does not want registration to take place.

6.2 The Supplier is not obliged to be registered by the Relevant Date if:

- (a) the previous Electricity Supplier has prevented the registration by objecting to the transfer in line with its Supply Licence;
- (b) a supply exemption holder is currently supplying electricity to the relevant Supply Point and has objected to the proposed registration;
- (c) the Supplier does not have all of the information it needs to complete the registration, despite having taken all reasonable steps to obtain the missing information;
- (d) the Customer is currently taking electricity at the Supply Point through an exempt distribution system and the Supplier cannot start supplying electricity to the relevant Supply Point because:
 - (i) a physical connection has not yet been made; or
 - (ii) the distribution exemption holder has specified a specific metering arrangement that is not yet in place; or
- (e) the Supplier cannot complete the registration due to any other circumstance which is outside of its control and which it has taken all reasonable steps to resolve.

6.3 If any of the conditions referred to in Clause 6.2 applies, the Supplier will complete the registration within 15 days of the date on which all relevant conditions no longer apply.

6.4 The following conditions must be satisfied before the Supplier will begin to supply to a Supply Point:

- (a) a Meter is installed at the Supply Point which is registered and operating in compliance with all applicable Legal Requirements;
- (b) a Data Collector and Data Aggregator are appointed and a Use of System Agreement is in effect;
- (c) a Meter Operator is contracted with and appointed; and

(d) a Connection Agreement is in effect.

6.5 The Customer will ensure that condition 7.4(d) is satisfied by the Relevant Date. The Supplier will ensure that condition 7.4(c) is satisfied by the Relevant Date unless it agrees to the Customer appointing the Meter Operator in accordance with Clause 9, in which case the Customer will ensure the satisfaction of condition 7.4(c) by the Relevant Date. The Customer will provide the Supplier with the information and assistance it reasonably requires to enable it to resolve conditions in Clauses 7.2, 7.4(a), 7.4(b) and 7.4(c) by the Relevant Date.

6.6 The Customer guarantees to the Supplier that at the Start Date and for the Term:

- (a) the electricity supplied to each Supply Point under this Contract is to be used totally or mainly for non-domestic purposes;
- (b) there are no pre-payment meters installed at any Supply Point.

7. Requirements relating to Supply Points

7.1 The Customer will make sure that all electricity taken passes through a Meter at each Supply Point.

7.2 The Customer will give the Supplier written notice of any changes to any details of a Supply Point (including any change to the address or MPAN of a Supply Point) and the date from which the changes will apply.

7.3 The Supplier guarantees that their Supply Licence entitles the Supplier to supply electricity to the Supply Points and that the Supplier is party to the Industry Codes required to enable it to supply electricity to the Supply Points.

7.4 The Customer will comply with the Connection Agreement for each Supply Point, the Regulations, Distribution Code, Grid Code and CUSC, each to the extent applicable to it.

7.5 The Supplier does not give any guarantee about the reliability or quality of the supply of electricity to the Supply Points.

8. Meter Installation and Maintenance

8.1 If, on the Start Date, the Customer has a non half-hourly Supply Point where there is no Advanced Meter that meets the Supplier's requirements, the Supplier will use reasonable endeavours to install and commission automated meter reading equipment at the Supply Point. The Supplier will pay the installation and commissioning costs of that equipment. If the Customer asks the Supplier to replace or upgrade any elements of a Meter other than automated reading equipment, the Supplier may recover the costs of carrying out this work from the Customer. The Supplier will not have any liability to the Customer for any delay in installing and commissioning an Advanced Meter.

8.2 The Customer must give the Supplier any reasonable information and help the Supplier may need so that they can supply and record electricity consumption at each Supply Point.

8.3 The Supplier will appoint and enter into contracts with a Meter Operator, Data Collector and Data Aggregator in respect of each Supply Point unless the Customer requests to nominate them.

8.4 Any Data Collector, Data Aggregator or Meter Operator

nominated by the Customer must:

- (a) in the reasonable opinion of the Supplier, be Qualified to carry out their duties; and
 - (b) have a contract in effect with the Customer within 10 days of the Start Date.
- 8.5 If the conditions in Clause 8.4 are satisfied, the Supplier shall appoint the Data Collector, Data Aggregator or Meter Operator nominated by the Customer. If not, or at any time the conditions cease to be satisfied, the Supplier may appoint and contract with a Data Collector, Data Aggregator or Meter Operator. The Customer will be liable for any cost incurred by the Supplier as a result of the conditions in Clause 8.4 failing or ceasing to be satisfied.
- 8.6 Each Party will ensure that its Meter Operator operates, maintain and renews its Meters in accordance with good industry practice and applicable Legal Requirements and Industry Codes.
- 8.7 The Customer shall be liable for the acts and omissions of its Meter Operator and the Supplier shall not be liable to the Customer in respect of any breach of any of the Supplier's obligations in this Contract, including its obligation to supply electricity to the Supply Points, if and to the extent that such breach was caused by any act or omission of a Meter Operator contracted by the Customer.
- 8.8 The Customer must provide safe and clear access to each Meter at all reasonable times, and always between 8am and 5pm on any Business Day, so that the Distribution System Operator, Meter Operator, Data Collector, Supplier or any associated contractors can:
- (a) install, maintain, inspect, test, repair, replace, upgrade, disconnect or disable any part of the Meter;
 - (b) take any Meter readings;
 - (c) disconnect or de-energise any Supply Point where the Distribution System Operator or Supplier has the right to do so.
- 8.9 The Supplier will comply with, and will make sure that its employees, agents and subcontractors comply with, any of the Customer's reasonable health, safety and security requirements relating to their Supply Points provided the Customer has given the Supplier advanced written notice of such requirements.
- 8.10 If the Customer does not provide access in accordance with Clause 9.8, the Customer must compensate the Supplier for any resulting costs that the Supplier incurs from any third party.
- 8.11 The Customer must regularly check the Meter to make sure that it has not been damaged, mistreated or interfered with. If it has been damaged, mistreated or interfered with, the Customer must:
- (a) tell the Supplier as soon as possible; and
 - (b) obtain a crime number from the police if the Meter was damaged, mistreated or interfered with by anyone other than the Supplier or its authorised contractor.
- 8.12 Other than as a result of the Supplier's negligence, if the Meter has been damaged, mistreated or interfered with, the Customer must compensate the Supplier for any costs that it incurs as a result.

9. Meter Accuracy

- 9.1 If either Party believes that a Meter is inaccurate they can request that it be removed, examined and checked for accuracy by a Meter Examiner. If the request was made by the Customer and the equipment proves to be working within the levels of accuracy set by Legal Requirement or Industry Codes, or if the Meter Operator is contracted to the Customer, the Customer will have to pay the costs for removing, examining and checking the equipment. The Supplier will pay these costs in all other cases.
- 9.2 If a Meter is found to be inaccurate by the Meter Examiner, the Supplier will send an invoice or credit note for the volume of electricity that was inaccurately metered. For the purposes of this calculation, unless the Meter Examiner specifies otherwise, the Supplier will assume that the Meter became inaccurate from the date on which the Meter was tested by the Meter Examiner.

10. Volume Forecasts

- 10.1 The Forecast Consumption set out in Schedule 2 is the total quantity of electricity forecast to be supplied in a Supply Month to all of the Supply Points. Each Forecast Consumption figure is derived by the Supplier from historic data relating to the Customer's consumption of electricity and information provided by the Customer in advance of this Contract as to its anticipated consumption of electricity. The Customer agrees with the Forecast Consumption.
- 10.2 If the Supplier determines that the Forecast Consumption is materially wrong and incurs costs from a Distribution System Operator, Transmission System Operator, Meter Operator, Data Collector or Data Aggregator, the Supplier may increase the Electricity Price by an amount equal to the extra costs. The Supplier will notify the Customer of any price increase.

11. Capacity and Terms of Connection

- 11.1 The Customer must make sure that its consumption of electricity at any Supply Point is never more than the Maximum Capacity of that Supply Point. The Customer must compensate the Supplier for any charges or costs the Supplier incurs as a result of the Customer's failure to comply with this Clause, including any charges imposed by the relevant Distribution System Operator or Transmission System Operator.
- 11.2 Except where a Supply Point is directly connected to a Transmission System or where the Customer has entered into a non-standard Connection Agreement with the Distribution System Operator, this Contract is subject to the National Terms of Connection ("NTC"). The NTC is a legal agreement. The Supplier is acting as an agent of the Distribution System Operator to make an agreement that the NTC will apply. This will happen from the time that the Customer enters into this Contract and affects the Customer's legal rights. It sets out rights and duties in relation to the connection at which the Distribution System Operator delivers electricity to, or accepts electricity from, the Customer's business. If the Customer wants a copy of the NTC or has any questions about it, the Customer should write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.uk. The Customer agrees

that, if this Clause 11.2 applies, the Distribution System Operator has the benefit of, and is entitled to enforce, the conditions of the NTC under the Contracts (Rights of Third Parties) Act 1999.

12. Removing Supply Points

12.1 The Customer must notify the Supplier in writing if it decides to sell, lease, license or otherwise dispose of any interest in, or no longer occupy or own, any premises supplied under this Contract. The Customer will be deemed to have given such notice if any of the conditions in Clause 6.4 ceases to apply after the commencement of supply.

12.2 The Customer will continue to be liable for and will pay for all electricity supplied to a Supply Point (including the Charges) until:

- (a) the new owner, lessee, licensee or occupier of the premises where the Supply Point is located signs a contract to supply electricity to that Supply Point with the Supplier or another Electricity Supplier; or
- (b) that Supply Point is disconnected.

12.3 The Supplier may object to any proposed transfer of a Supply Point to another Electricity Supplier if:

- (a) the transfer would happen before the End Date or the Initial Period; or
- (b) the Customer has failed to pay the Supplier any Charges or other payments for the supply of electricity to that Supply Point.

13. Emergencies, Supply Reduction and Failure to Supply

13.1 A Distribution System Operator or Transmission System Operator has the right to De-energise or reduce supply of electricity to a Supply Point. If the Supplier recovers compensation from the Distribution System Operator or Transmission System Operator on the Customer's behalf, the Supplier will pay this compensation to the Customer, less the Supplier's reasonable costs.

13.2 The Supplier will not be failing its duty to supply electricity to a Supply Point if the Customer has to reduce the amount of electricity it takes at its Supply Points, or to stop taking electricity completely, because of:

- (a) actions taken, or instructions given, by the Distribution System Operator or Transmission System Operator;
- (b) action the Meter Operator, Data Collector, Data Aggregator, Supplier or any associated contractors have taken in line with Clause 9.8;
- (c) any part of the Meter failing or being faulty;
- (d) the Customer exceeding the Maximum Capacity; or
- (e) the Distribution System being maintained or an emergency existing.

14. Disconnection and De-energisation

14.1 The Supplier may arrange for the De-energisation or Disconnection of the supply of electricity to any Supply Point by giving the Customer notice in any of the following circumstances:

- (a) if in the Supplier's reasonable opinion, a De-

energisation or Disconnection of the Supply Point is necessary to avoid danger or damage to any person or property;

- (b) to allow the Distribution System Operator to inspect, maintain, repair or alter any part of the Distribution System;
- (c) if any of the circumstances in Clause 19.1 or 19.2 (Ending this Contract) apply (whether or not this Contract is terminated);
- (d) if this Contract is terminated or the Supply Point is removed from this Contract; or
- (e) if the Customer requests us to Disconnect the Supply Point.

14.2 The Supplier will give the Customer no less than 28 Business Days' prior written notice of the Disconnection of any Supply Point.

14.3 If asked by the Customer the Supplier may arrange the re-connection or re-energisation of the supply of electricity to a Supply Point provided that the reasons that the Supply Point was De-energised or Disconnected no longer apply.

14.4 The Customer will be liable for and will pay the Supplier on demand for any and all losses and expenses incurred by the Supplier due to the Disconnection, De-energisation or re-connection or re-energisation of any Supply Point.

15. Supply of Renewable Source Electricity

15.1 The Supplier will supply the percentage of Renewable Source Electricity set out in the Offer. It may include Renewable Source Electricity generated outside the UK, unless specifically excluded in the Offer.

15.2 The Supplier agrees that in each averaging period, the amount of Renewable Source Electricity that they supply will not exceed the difference between:

- (a) the total amount of Renewable Source Electricity that during that averaging period is either acquired or generated by the Supplier; and
- (b) so much of that total amount as is allocated by the Supplier otherwise than to Renewable Source Electricity supplies made by the Supplier in that averaging period.

15.3 If the Customer requires an exemption or reduction from the Climate Change Levy, the Customer must give the Supplier a completed relief or supplier PP11 certificate in the format set by HMRC.

15.4 The Supplier will not be required to supply Renewable Source Electricity during any period when a Deemed Contract applies.

16. Events Outside a Party's Control

16.1 Neither Party will be liable 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 the Party's reasonable control and which could not be prevented. This will include any event or set of circumstances that qualifies as "Force Majeure" under the CUSC, where "CUSC Party" shall read as a Party to this Contract.

16.2 The affected Party must notify the other promptly and no later than 30 days from the first day the event

happened and take all reasonable steps to mitigate its effect.

17. Legal Responsibility

- 17.1 Nothing in this Contract, including the rest of this Clause 17, will exclude or limit either Party's legal responsibility for death or personal injury resulting from negligence or fraud.
- 17.2 Each Party's legal responsibility to the other under this contract for any loss, costs, expenses or damage, whether in contract, tort (including negligence and breach of statutory duty), statute or otherwise will not be more than £1 million for one event or series of connected events. This limit does not apply to the Customer's responsibility to pay the Charges.
- 17.3 The Supplier will only be legally responsible to the Customer for a breach by the Supplier of this Contract to the extent the breach directly results in physical damage to the Customer's property and the damage was reasonably foreseeable.
- 17.4 Unless expressly stated otherwise, neither the Customer nor the Supplier will have any legal responsibility to the other for loss of profit, loss of revenue, loss of use, loss of contract, loss of a bargain, loss of savings, loss of goodwill, loss of or damage to reputation, loss of or damage to any software, data, or computer equipment, an increase to the cost of working, or for any consequential or indirect losses or damages.

18. Changes in the Customer's Circumstances

- 18.1 If the Supplier reasonably believes that the Customer may not be able to meet the Customer's obligations under this Contract, or if the financial circumstances of the Customer (or the Customer's parent company, ultimate parent company or guarantor) have deteriorated to a level no longer acceptable to the Supplier, the Supplier may: (i) give the Customer notice to provide suitable financial security for the Customer's payment obligations on the terms the Supplier requires; and (ii) apply such financial security to this Contract, to come into force from the date the Supplier gives the Customer the notice.
- 18.2 If the Customer does not provide the financial security the Supplier asks for within 30 days of receiving the Supplier's notice, the Supplier may give the Customer notice to end this Contract immediately.

19. Ending this Contract

- 19.1 A Party ("Party A") can end this Contract immediately by giving written notice to the other Party ("Party B") at any time, in the following circumstances:
- (a) if Party B materially breaches Party B's obligations under this Contract and, if it is capable of remedy, it is not remedied to the reasonable satisfaction of Party A within 30 Business Days of the written notice.
- (b) if Party B 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);

- (c) if a receiver or administrative receiver (as defined in section 251 of the Insolvency Act 1986) is appointed to handle all or part of Party B's assets or business;
- (d) if an administration order is passed, under section 8 of the Insolvency Act 1986, in relation to Party B's business;
- (e) if Party B passes any resolution for winding up their business (other than for the purpose of merging, restructuring or amalgamating their organisation);
- (f) if a court passes an order to wind up Party B's business; or
- (g) if the equivalent to an event in (b) to (f) occurs under the laws of another jurisdiction.

19.2 Without affecting any other rights the Supplier may have under this Contract, at law or otherwise, the Supplier can choose to end this Contract immediately if:

- (a) the Customer fails to make any payment to the Supplier in line with this Contract;
- (b) the Customer no longer owns, uses or occupies the premises where the Supply Points are based; or
- (c) the Supplier is no longer able to supply electricity to the Customer in line with the terms of the Supplier's Supply Licence.

19.3 This Contract will end immediately if another supplier is appointed by Ofgem as a supplier of last resort to take over responsibility for the Supply Points.

19.4 The following Clauses will continue to have effect after this Contract has ended: Clause 1.4 (Basis of the Contract), Clause 2.2 (Calculation of the Amount of Electricity Used), Clause 4 (Electricity Price and Daily Charge), Clause 14 (Disconnection and De-energisation), Clause 17 (Legal Responsibility), Clause 21 (Information, Confidentiality and Data Protection), Clause 22 (Notices), Clause 23 (Disputes, Governing Law and Jurisdiction), Clause 25 (Miscellaneous), Clause 26 (Interpretation).

19.5 Ending this Contract will not affect any rights or obligations that were to be carried out before this Contract ended.

20. Transfer of Rights and Obligations

- 20.1 The Customer must not transfer or sub-contract the Customer's rights or responsibilities under this Contract without first getting the Supplier's consent in writing. The Supplier will not unreasonably withhold its consent.
- 20.2 The Supplier can transfer or sub-contract the Supplier's rights and responsibilities under this Contract without the Customer's consent.

21. Information, Confidentiality and Data Protection

- 21.1 Each Party agrees 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 three years after it has ended. Either Party may disclose information:
- (a) if required by a Legal Requirement or Industry Code;

- (b) to Affiliates, professional advisers, agents, equity investors or debt funders so long as they are bound by equivalent obligations of confidentiality;
- (c) which is already generally available and in the public domain otherwise than as a breach of this Clause; or
- (d) with previous written consent of the other.

21.2 The Supplier may disclose the Customer's information:

- (a) to a credit-reference agency, debt collection agency, credit insurer or to a third party detecting theft of electricity; or
- (b) to any new Electricity Supplier.

21.3 The Customer must give the Supplier all the help and information the Supplier (or the Supplier's agents) reasonably need to keep to any Legal Requirement or any other agreement, authorisation or Industry Code required in connection with the supply of electricity.

21.4 The Customer is liable for the Supplier's costs if any information the Customer provides is incorrect, incomplete or not supplied on time.

21.5 The Supplier or its Affiliates may use the Customer's information to send it details of other goods or services the Supplier or its Affiliates offer. If the Customer does not want to receive information about other goods and services, the Customer must tell the Supplier this in writing.

22. Notices

22.1 Any notice a Party gives under this Contract must be in writing and delivered by hand, first-class post, registered post, recorded delivery or email. The addresses for delivery, unless the Supplier or the Customer notify a replacement address, are:

Post: the Supplier and the Customer's registered addresses

Email: notices@dongenergy.co.uk and such email as the Customer may notify to the Supplier.

23. Disputes, Governing Law and Jurisdiction

23.1 If the Customer is not satisfied with the service the Customer has received, the Customer may use the complaints process on the Supplier Website.

23.2 This Contract and any non-contractual obligations arising from or connected with it shall be construed and governed in accordance with English Law unless at the Start Date the majority of the Forecast Consumption in the first Contract Year (or until the End Date, if sooner) is in Scotland, in which case Scottish law shall apply. Subject to Clause 5.7, the Parties agree that the Courts of England and Wales shall have exclusive jurisdiction if this Contract is governed by English law and the Courts of Scotland shall have exclusive jurisdiction if this Contract is governed by Scottish law.

24. Amendments

24.1 Except as permitted under Clause 24.2 and the Offer, neither Party may amend this Contract unless the Parties' duly authorised representatives sign a written contract of amendment.

24.2 If a change in a Legal Requirement, Industry Code or Supply Licence requires the Supplier to amend this Contract or directly affects the Supplier's cost of

complying with this Contract, the Supplier may notify the Customer in writing of the reasonable amendments it requires to the Contract and the amendments will take effect from the date notified by the Supplier.

25. Miscellaneous

25.1 This Contract is the entire agreement between the Parties and replaces all previous spoken or written contracts, negotiations, representations and understandings between the Parties, relating to its subject matter. The Parties agree that they shall have no remedies in respect of any statement, representation, or promise (whether made innocently or negligently) that is not set out in this Contract.

25.2 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 this Contract, which will continue in full force.

25.3 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default.

25.4 No delay or failure by either Party to exercise any right or remedy, or single or partial exercise by either Party of the right or remedy, will prevent the Party exercising the right or remedy in full in future.

25.5 The operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

25.6 This Contract may be executed in any number of counterparts by the Customer and the Supplier on separate counterparts, each of which is an original but all of which together constitute one and the same instrument. The Contract will be legally binding when signed by both Parties.

26. Interpretation

26.1 The definitions in the following document "Electricity Definitions" will apply to this Contract.

26.2 References within these Terms and Conditions to a "Clause" are, unless stated otherwise, to a clause of these Terms and Conditions.

26.3 Clause headings in this Contract are for ease of reference only and shall not be taken into account when interpreting this Contract.

26.4 Reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time and includes all subordinate legislation.

26.5 Reference to an Industry Code or licence means such Industry Code or licence as amended and in force from time to time.

26.6 The word "including" when used in this Contract will be construed without limitation.

26.7 References to "costs" includes costs, charges, expenses, losses, damage and liabilities, including professional and legal costs.

26.8 Unless specified otherwise, any reference in this Contract to (i) a "day" shall mean a calendar day (ii) a "month" shall mean a calendar month; and (iii) a time of day shall mean London time.

26.9 If there is a conflict between the provisions contained within the Offer, these Terms and Conditions and any of the Schedules, then the following order of preference shall apply:

- (a) the Offer;

- (b) these Terms and Conditions; and
- (c) the Schedules.