



# Electricity Deemed Contract Terms and Conditions of supply

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## 1. Basis of the Contract

- 1.1 This scheme is made under paragraph 3 of schedule 6 to the Electricity Act 1989. The Act provides for customers supplied with electricity by an Electricity Supplier without agreeing a contract to be deemed to have contracted with that Electricity Supplier. This would usually be where a customer moves into new premises without agreeing a contract or when an existing contract comes to an end and the customer continues to consume electricity and does not move to another Electricity Supplier.
- 1.2 This scheme comes into effect in January 2019 on the date it is posted on the Supplier Website. It replaces all previous schemes made by Orsted Power Sales (UK) Limited (the "**Supplier**"). The Terms and Conditions of this scheme are set out in this contract (the "**Deemed Contract**") and may be amended from time to time at the discretion of the Supplier.
- 1.3 This Deemed Contract will apply to each entity (the "**Customer**") which consumes electricity supplied by the Supplier (or has a Supply Point connected at which it is able to consume electricity) without having a contract in place with the Supplier. The scheme and Terms and Conditions which apply to a Customer will be the latest such version as is posted to the Supplier Website.
- 1.4 The Supplier agrees to supply electricity under the terms of this Deemed Contract and the Act and the Customer agrees to pay for the electricity supplied by the Supplier.
- 1.5 The Deemed Contract with a Customer starts on the date that the Supplier starts supply of electricity to the Customer and continues for each Supply Point until:
  - (a) the Customer enters into a formally binding contract for the supply of electricity to that Supply Point with the Supplier and the supply of electricity under that contract begins;
  - (b) the Customer enters into a new contract for that Supply Point with another Electricity Supplier and the Supply Point is registered to that Electricity Supplier;
  - (c) the Supply Point is permanently disconnected; or
  - (d) a new owner or occupier has assumed responsibility for the supply to the premises at which the Supply Point is located.

## 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 or Customer; or
  - (b) where the Meter reading is unavailable, or the Customer's reading is inconsistent with the Supplier's data, 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 the Deemed Rates available on the Supplier Website and on request, as may be updated from time to time at the discretion of the Supplier, and currently consist of:
  - (a) the energy price/rate (in p/kWh);
  - (b) the standing charge (in p/day); and
  - (c) if the Supply Point is metered half-hourly, capacity and excess capacity charges (in p/kVA/day) and reactive power charge (in p/kVAh).

## 4. Energy Price, Standing Charge and Other Charges

- 4.1 The energy price/rate will be charged against each kWh of electricity used by the Customer. It may be made up of separate rates as set out in the Deemed Rates table available on the Supplier Website and on request.
- 4.2 The standing charge will be made for each Day in the term of this Deemed Contract, will vary according to location of the Supply Point, and will be charged whether or not any electricity is consumed.
- 4.3 The capacity charge will be charged in p/kVA for each Day in the term of this Deemed Contract, will vary according to location of the Supply Point, and will be charged whether or not any electricity is consumed.
- 4.4 The excess capacity charge will be charged in p/kVA for each Day in which the Maximum Capacity is exceeded and will vary according to location of the Supply Point.

- 4.5 The reactive power charge will be charged according to reactive power supplied to a Supply Point, will vary according to location of the Supply Point, and will be charged in p/kVArh.
- 4.6 The Supplier may pass through any Mutualisation Amount and associated costs incurred by the Supplier in respect of the Renewables Obligation, Contracts for Difference, Feed-in Tariff or Capacity Market in proportion to the volume consumed by the Customer.
- 4.7 If at any time the Supplier identifies an error in, or receives an update to, the Deemed Rates that have been invoiced or identifies an error in the information on which it based its Deemed Rates at the date of setting them, it may send an invoice or credit note for the adjusted amount. If the Customer is a Microbusiness, the Supplier will only adjust Deemed Rates to apply in the 12 months before such invoice or credit note.

## 5. Payment Terms

- 5.1 Each month, the Supplier will send the Customer an invoice for the Deemed Rates that apply to the electricity supplied in the previous Supply Month (a "Monthly Invoice"). The Supplier may invoice other amounts due under this Deemed Contract from time to time.
- 5.2 In addition to the Deemed Rates, the Customer must pay VAT, the Climate Change Levy and any other tax, duty or charge (together referred to as "Taxes" and each a "Tax") applicable to the Customer's receipt of electricity. This will include any increase in a Tax, or any new Tax, introduced during the term of this Deemed Contract.
- 5.3 The Customer will pay the full undisputed amount of each Monthly Invoice and any other invoice so that the Customer's payment is received by the Supplier not later than 12 days from the invoice or the 20<sup>th</sup> day of the month on which the Monthly Invoice is sent, whichever is sooner.
- 5.4 The Customer must pay each invoice in pounds sterling to the bank account designated by the Supplier.
- 5.5 The Customer must make all payments under this Deemed Contract without taking off any amounts (for tax, set-off, counterclaim 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 Deemed 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.

## 6. Preconditions for Supply

- 6.1 The following conditions must be satisfied before the Supplier will begin to supply to a Supply Point:
- a Meter is installed at the Supply Point which is registered and operating in compliance with all applicable Legal Requirements;
  - a Data Collector and Data Aggregator are appointed and a Use of System Agreement is in effect;
  - a Meter Operator is contracted with and appointed; and
  - a Connection Agreement is in effect.
- 6.2 The Customer will provide the Supplier with the information and assistance it reasonably requires to enable it to resolve conditions in Clauses 6.1(a), 6.1(b) and 6.1(c). Condition 6.1(d) is the responsibility of the Customer.
- 6.3 The Customer guarantees to the Supplier that:
- the electricity supplied to each Supply Point under this Deemed Contract is to be used totally or mainly for non-domestic purposes;
  - 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 Customer must provide all information the Supplier reasonably requests relating to any electricity-generating equipment installed at any Supply Point, including amounts generated, generation capacity, fuel type and planned maintenance periods and shutdowns.
- 7.4 The Customer will notify the Supplier if it is party to any agreement for the provision of Ancillary Services or demand side response or adapts its consumption pattern to avoid energy charges, including Triad, red rates and Capacity Market. The Customer must provide all information the Supplier reasonably requests relating to consumption.

- 7.5 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.
- 7.6 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.
- 7.7 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 The Customer will co-operate with the Supplier by providing any reasonable information and help the Supplier may need so that they can supply and record electricity consumption at each Supply Point.
- 8.2 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 has nominated them.
- 8.3 Any Data Collector, Data Aggregator or Meter Operator nominated by the Customer must:
- in the reasonable opinion of the Supplier, be Qualified to carry out their duties; and
  - have a contract in effect with the Customer.
- 8.4 If the conditions in Clause 8.3 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 reasonable cost incurred by the Supplier as a result of the conditions in Clause 8.3 failing or ceasing to be satisfied.
- 8.5 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.
- 8.6 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 Deemed 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.
- 8.7 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:
- install, maintain, inspect, test, repair, replace, upgrade, disconnect, remove or disable any part of the Meter;
  - take any Meter readings;
  - disconnect or de-energise any Supply Point where the Distribution System Operator or Supplier has the right to do so.
- 8.8 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.
- 8.9 If the Customer does not provide access in accordance with Clause 8.7, the Customer must compensate the Supplier for any reasonable resulting costs that the Supplier incurs from any third party.
- 8.10 The Customer will provide suitable housing for the Meter to protect it and enable it to function. The Customer must regularly check each Meter for damage. If it has been damaged, mistreated or interfered with (by anyone other than the Supplier or its subcontractor), the Customer must:
- tell the Supplier as soon as possible; and
  - obtain a crime number from the police.
- 8.11 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 reasonable costs that it incurs as a result.
- 8.12 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 may install and commission automated meter reading equipment at the Supply Point. The Supplier will pay the installation and commissioning costs of that equipment. The Supplier will not have any liability to the Customer for any delay in installing and commissioning an Advanced Meter.
- 8.13 The Customer will install half-hourly metering at a Supply Point at its own cost if required under the BSC, including if the meters are profile class 5 to 8 or if a maximum demand of 100kW is recorded at

any time at a non half-hourly Supply Point. Where the Supplier is required to install half-hourly metering under the BSC or its Supply Licence, the Customer will provide all reasonable assistance to enable the Supplier to install the Meter(s) within the required timeframe. The Supplier will charge increased Deemed Rates at the rate set out on the Supplier Website to reflect the change to half-hourly metering.

- 8.14 If the Customer asks the Supplier to install, replace or upgrade any elements of a Meter other than under Clauses 8.12 or 8.13, the Supplier may recover the pre-agreed costs of carrying out this work from the Customer. If the work leads to an increase in the costs the Supplier has to pay to deliver electricity to a Supply Point, the Supplier will pass on the extra costs to the Customer.

## 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 reasonable 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. [NOT USED]

## 11. Terms of Connection

- 11.1 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 Deemed 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 Deemed 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](http://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. [NOT USED]

## 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) the Meter Operator, Data Collector, Data Aggregator, Supplier or any associated contractors installing, maintaining, inspecting, testing, repairing, replacing, or upgrading the Meter, while such works are being undertaken;
  - (c) lawful disconnection or disabling of any part of the Supply Point;
  - (d) any part of the Meter failing or being faulty;
  - (e) the Customer exceeding the Maximum Capacity; or
  - (f) 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 19.2 or 19.3 (Ending this Contract) apply (whether or not this Deemed Contract is terminated);
  - (d) if this Deemed Contract is terminated; or
  - (e) if the Customer requests the Supplier to Disconnect the Supply Point.
- 14.2 The Supplier will give the Customer no less than 20 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 reasonable 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 not be required to supply Renewable Source Electricity.
- 15.2 If the Customer requires an exemption or reduction from the Climate Change Levy, the Customer must give the Supplier a completed relief or supplier PPI1 certificate in the format set by HMRC.

## **16. Events Outside a Party's Control**

- 16.1 Neither Party will be liable for failing to keep to any term of this Deemed 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, including an act of God, fire, vandalism, IT breakdown, breakdown or damage to plant, strike, lockout, similar industrial dispute, war, terrorism or force majeure claimed by a party on which the affected Party relies to perform its obligations under this Deemed Contract. Lack of financial resources does not constitute circumstances outside of the Party's reasonable control.
- 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 Deemed Contract, including the rest of this Clause 17, will exclude or limit either Party's liability for: (i) death or personal injury resulting from negligence; or (ii) fraud.
- 17.2 Each Party's liability 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 Deemed Rates.
- 17.3 The Supplier will only be liable to the Customer for a breach by the Supplier of this Deemed 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 liability to the other for loss of profit, loss of revenue, loss of use, loss of production, 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 In the following circumstances, the Supplier will notify the Customer of its concerns and give the Customer opportunity to discuss the situation within 7 days of the notice:
- (a) If the Supplier reasonably believes that the Customer may be unable to meet the Customer's obligations under this Deemed Contract, or
  - (b) if the financial circumstances of the Customer (or the Customer's parent company, ultimate parent company or guarantor) have deteriorated to a level unacceptable to the Supplier.
- 18.2 If after discussions with the Customer (or if the 7 days expire without response from the Customer), the Supplier still believes that reasonable grounds exist then it 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 Deemed Contract, to come into force the date the Supplier gives the Customer the notice.

18.3 If the Customer does not provide the financial security the Supplier asks for within 30 days of receiving the Supplier's notice requiring the financial security, the Supplier may disconnect or de-energise the Supply Points and/or give the Customer notice to end this Deemed Contract immediately.

## 19. Ending this Contract

19.1 This Deemed Contract will terminate in respect of each Supply Point in accordance with Clause 1.5. If all Supply Points are no longer subject to this Deemed Contract in accordance with Clause 1.5 then this Deemed Contract will terminate. No termination fee will apply in respect of such termination, though a charge may apply under Clause 14.4 for any costs incurred in disconnecting a Supply Point.

19.2 A Party ("Party A") can end this Deemed 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 Deemed 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.

19.3 Without affecting any other rights the Supplier may have under this Deemed Contract, at law or otherwise, the Supplier can choose to end this

Deemed Contract immediately if:

- (a) the Supplier notifies the Customer that it has failed to make any payment due to the Supplier in line with this Deemed Contract and the Customer fails to pay such amount within 5 Business Days of the notice;
- (b) the Customer no longer owns, uses or occupies all of 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.

19.4 This Deemed 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.

19.5 The following Clauses will continue to have effect after this Deemed Contract has ended: Clause 1.4 (Basis of the Contract), Clause 2.2 (Calculation of the Amount of Electricity Used), Clause 4 (Energy Price, Standing Charge and Other Charges), 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).

19.6 Ending this Deemed Contract will not affect any rights or obligations that were to be carried out before this Deemed 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 Deemed Contract without the Supplier's consent in writing.

20.2 The Supplier can transfer or sub-contract the Supplier's rights and responsibilities under this Deemed Contract without the Customer's consent.

## 21. Information, Confidentiality and Data Protection

21.1 Each Party agrees to keep the terms of this Deemed Contract, and confidential information it receives from the other Party, confidential and not to share the information with anyone else while this Deemed 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 of the Customer.
- 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 reasonable costs if any information the Customer provides is incorrect, incomplete or not supplied on time.
- 21.5 The manner in which the Supplier or its Affiliates process personal data is set out in the privacy policy on the Supplier Website, which the Customer will tell its employees and contractors.

## 22. Notices

- 22.1 Any notice a Party gives under this Deemed 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: such email as each Party notifies to the other for such purposes.

## 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 Deemed Contract and any non-contractual obligations arising from or connected with it shall be construed and governed in accordance with English Law. The Parties agree that the Courts of England and Wales shall have exclusive jurisdiction.

## 24. Amendments

- 24.1 The Supplier may amend this Deemed Contract in accordance with Clauses 1.2 and 1.3 and the Deemed Rates in accordance with Clause 3.1. The Customer may not amend this Deemed Contract or the Deemed Rates.

## 25. Miscellaneous

- 25.1 This Deemed 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 Deemed Contract.
- 25.2 If any term (or part of any term) of this Deemed Contract becomes illegal, can no longer be enforced, or is no longer valid, this will not affect the rest of this Deemed Contract, which will continue in full force.
- 25.3 A waiver of any right or remedy under this Deemed 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.

## 26. Interpretation

- 26.1 The definitions in the document "Electricity Definitions Version 4.0" made available on the Supplier Website and on request will apply to this Deemed Contract, except that the following definition will apply in place of the definition set out in that document:

**"Supply Point"** means each point of connection which is subject to this Deemed Contract, at which the supply of electricity may flow between a Distribution System or Transmission System and the Customer's premises.

- 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 Deemed Contract are for ease of reference only and shall not be taken into account when interpreting this Deemed 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, licence or any of the documents constituting the Deemed Contract means such document as amended and in force from to time.
- 26.6 The word "including" when used in this Deemed 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 Deemed 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.