



Agreement for the Supply of Gas to Business Customers

General Terms and Conditions

I. THESE CONDITIONS

1.1 What these Conditions cover. These are the terms and conditions which apply to the supply of Services to you. They only apply to the supply of Services for non-domestic purposes, including circumstances where the Customer is receiving Services for non-domestic use, but the end user is using Services for domestic purposes. If you are using Services for domestic purposes, other than those listed in this Clause 1.1 you must let us know.

1.2 Why you should read them. Please read these Conditions carefully before you submit your order to us. These Conditions tell you who we are, how we will provide the Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Contract Natural Gas Limited (“CNG” or “we” or “us”) a company registered in England and Wales. Our company registration number is 2897253 and our registered office is at 2 Victoria Avenue, Harrogate, North Yorkshire, United Kingdom, HG1 1EL.

2.2 How to contact us. You can contact us by telephoning our customer service team on 01423 502 554 or you can write to us by e-mail at info@cngltd.co.uk or by post to 2 Victoria Avenue, Harrogate, North Yorkshire, United Kingdom, HG1 1EL.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you on the telephone number, email address or postal address you provided to us.

2.4 Definitions

In these Conditions, the following words will be given the meaning detailed below:

“Annual Consumption” means the annual quantity of Services specified in the Commercial Schedule in respect of each Meter.

“Agreement Date” means the date the Contract is entered into by the Customer as detailed in the Commercial Schedule.

“Business Day” a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“CCL” is climate change levy, a tax charged in the UK on the commercial and industrial use of gas set out in Schedule 6 of the Finance Act 2000, and any similar tax, including exemptions and discounts you may be eligible for under the Act.

“Charges” are the fees paid for the Services, whether you are on a Deemed Contract, Fixed Price Plan or on a Variable Price Plan and includes

any other charges which may become payable under these Conditions.

“Commencement Date” has the meaning set out in clause 3.2.

“Commercial Schedule” is Part A of this Contract detailing the specific commercial Conditions of the Contract.

“Conditions” means these terms and conditions as amended from time to time in accordance with these Conditions.

“Contract” means the contract between CNG and the Customer for the supply of Services in accordance with these Conditions.

“Contract End Date” means the date the Initial Period comes to an end, as detailed in the Commercial Schedule or notified to you once the Commencement Date has been confirmed.

“Customer” the company or firm who purchases Services from CNG.

“Deemed Premises” any Premises which we supply Services to in accordance with the circumstances described in Clause 3.3.

“Deemed Rate” is the price charged for the Services when a Customer moves into Premises to which CNG already supplies Services, and no formal contract has been entered into between the Customer and CNG. The rate applies until the Customer either (i) moves to another supplier or (ii) signs a contract with CNG. The Deemed Rate is published on the CNG website at www.cngltd.co.uk.

“Fixed Price” the price at which we have agreed to supply you the Services which is a fixed amount each month and is not variable.

“Fixed Price Plan” the agreed period of time we have agreed to supply you the Services at a Fixed Price.

“Housing Association Contract” is an agreement to supply Services in which a relevant Housing Association pays for the Services.

“Initial Period” shall be the period stated in the Commercial Schedule.

“Meter” means the measuring equipment in respect of the supply of Services at or near the Meter Point at the Premises.

“Meter Point” means the point at which the Customer’s infrastructure is connected to the Services supply pipeline at each Meter.

“Micro Business” shall be a business customer who uses less than 2,500 therms of gas per annum and 50,000kws of electricity per annum.

“Ofgem” the office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain, or any regulatory organisation which replaces it.

“Out of Contract Rate” is the price charged for the Services where the Customer terminates their Contract with CNG and no new arrangement has been agreed with a new supplier or CNG. The Out of Contract Rate applies from the date the Contract comes to and end (not when the termination notice is given) until the Customer either (i) leaves the Premises (ii) renews their contract with CNG or (iii) moves to a new supplier. The Out of Contract Rate is published on the CNG website at www.cngltd.co.uk.

“Premises” any property or site we supply Services to under this Contract as may be listed in the Commercial Schedule or at a Deemed Premises.

“Renewal Periods” means subsequent 12 month periods from the end of the Initial Period.

“Security Deposit” a deposit taken at the start of the Contract by CNG, with the Customer’s permission, where a deposit is deemed necessary and which is kept in a secure security deposit account by CNG.

“Services” means the services supplied by CNG to the Customer as set out in the Commercial Schedule.

“Standing Charge” means the daily or monthly charge for making the Services available at the Premises. The daily standing charge will be as set out in the Commercial Schedule; the monthly Standing Charge will be communicated to you once you give notice to us in accordance with Clause 8.4

“Transporter” is the company licensed to deliver gas through the pipes to your Premises.

“Variable Price Plan” the agreed period of time we have agreed to supply the Services at a Variable Rate.

“Variable Rate” a rate which is not fixed and may increase or decrease in accordance with the wholesale price of the Services.

“VAT” value added tax as described in the Value Added Tax Act 1994 at the current rate in the UK at the time of invoicing the Charges, unless you provide a completed valid VAT certificate that shows you do not have to pay VAT at the Premises, in which case we will charge the reduced VAT from the date we receive the certificate.

“Writing” When we use the words “writing” or “written” in these Conditions, it includes letter and emails.

3. OUR CONTRACT WITH YOU

3.1 Quote. Any quotation given by CNG shall not constitute an offer, and is only valid on the date of issue.

3.2 How we will accept your order. Our

acceptance of your order will take place when we email or write to you or start to provide you with the Services, at which point the Contract will come into existence between you and us (“Commencement Date”).

3.3 Deemed Contract. A Contract will be deemed to have started if;

3.3.1 you move into Premises in which the Services are already available;

3.3.2 your tenants move out of the Premises;

3.3.3 you take on responsibility for the Premises;

3.3.4 your supply has been accidentally transferred to us by mistake;

3.3.5 Ofgem has appointed us as your supplier for any reason

in which case your supply will be charged at the Deemed Rate until we can agree a Fixed Price Plan or Variable Price Plan with you.

3.4 Credit Reference. You agree that we may check your credit score before the Contract starts and at any time during this Contract. If we are not happy with your credit score we may ask you to pay a Security Deposit as a form of security; we may choose not to supply you with the Services, or end any supply which has already occurred.

3.5 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, or because we are unable to meet a deadline you have specified.

3.6 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us your customer number whenever you contact us about the Services.

3.7 Marketing material. Any drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual effect.

3.8 We only provide our Services in the UK. Unfortunately, we do not accept orders from or provide Services to addresses outside the UK.

3.9 Exclusion of all other Conditions. These Conditions apply to the Contract to the exclusion of any other conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. OUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, you may want to end the Contract (see 'Your Rights to End the Contract').

5. CONTRACT DURATION

5.1 This Contract shall begin on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 13 or Clause 15;

5.1.1 In respect of a Micro Business, for the Initial Period when it shall automatically continue, unless you give 30 days written notice to terminate the Contract at the end of the Initial Period or at any time thereafter.

5.1.2 In respect of a business which is not a Micro Business, for the Initial Period when it shall automatically renew for subsequent Renewal Periods, unless you give us 30 days prior written notice to terminate the Contract at the end of the Initial Period or 30 days prior written notice before the end of a Renewal Period.

6. PROVIDING THE SERVICES

6.1 When will we provide the Services. During the order process we will let you know when we will provide the Services to you.

6.2 Transfer of supply from another supplier. If we do not already supply the Premises when we agree this Contract and where you want the Services to start as soon as possible we will aim to complete the transfer of the supply within 21 days of the day we agree the Contract details with you, unless you would like the supply to start later than this.

6.3 In certain circumstances, we may not be able to complete the transfer from another supplier where;

6.3.1 your old supplier objects to the transfer;

6.3.2 we do not have the information we need from you to start the Services;

6.3.3 you were previously connected to a private supply network and a physical connection needs to be made, or you Meter needs to be changed;

6.3.4 you do something which prevents us from taking over the supply; and

6.3.5 Ofgem prevents us from supplying the Services to you.

6.4 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract.

6.5 If you do not allow us access to provide Services. If you do not allow us access to the Premises to perform the Services, as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Premises we may end the Contract and Clause 15 will apply.

6.6 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Services to you, for example, company name, site address, registered office address and reference numbers concerning the supply of Services to you. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and Clause 14.1.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.7 Reasons we may suspend the supply of Services to you. We may have to suspend the supply of the Services to:

6.7.1 deal with technical problems or make minor technical changes; or

6.7.2 reflect changes in relevant laws and regulatory requirements.

6.8 Your rights if we suspend the supply of Services. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency.

6.9 We may also suspend supply of Services if you do not pay. If you do not pay us for Services supplied when you are supposed to (see Clause 8.4) and you still do not make payment within 3 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice. As well as

suspending the Services we can also charge you interest on your overdue payments (see Clause 9.6).

6.10 Gas pressure. We are not responsible for supplying gas at a greater pressure than the pressure shown in S.16(l) of the Gas Act 1986 (as amended).

7. YOUR OBLIGATIONS

7.1 By taking on supply of the Services at the Premises you;

7.1.1 confirm that you own or use the Premises and that it is connected to mains services;

7.1.2 agree that if you owed us any money prior to the start of the Contract (for these Premises or any other premises under another contract) you owe us that money under this Contract and will pay what is owed;

7.1.3 agree that we are responsible for delivering the Services from outside the Premises from a Meter and that you are responsible for the Meters on your Premises;

7.1.4 agree that if you are a partnership we may claim any money owed to us from you or any of your partners under this Contract;

7.1.5 confirm that the Services are used for non-domestic purposes;

7.1.6 confirm that your previous supplier has no reason to object to you transferring your supply to us and you agree that any money owed to your previous supplier will be paid in full, together with any other charges payable;

7.1.7 agree you will need to give us evidence of your authority to enter into this legally binding contract on behalf of your organisation.

7.1.8 tell us if you expect your usage to increase substantially. We have agreed an Annual Consumption with you as set out in the Commercial Schedule or the maximum amount the Transporter has agreed to supply to your Meter Points. You may have to pay extra Charges if your use exceeds the Annual Consumption. If you want to use more than 732,000kWh of gas per year at any supply point you must agree this with us or the Transporter before doing so.

7.1.9 tell us if immediately if you become aware of any breach or potential breach of clauses 18.7 and 18.8 and provide reasonable assistance in helping us investigate the breach or potential breach.

7.1.10 tell us if you are moving out of the Premises or if the Premises are going to be empty for any period of time and you won't be using the Services.

8. PRICE

8.1 Where to find the price. The price of the Services will be the price detailed in the

Commercial Schedule. We take all reasonable care to ensure that the price of the Services is correct. However please see Clause 8.3 for what happens if there is an error in the price of the Services you order. The Charges will depend on how much of the Services you use.

8.2 VAT and CCL. VAT is added to the Charges and shall be paid by you in addition to the Charges. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay. If you do not pay enough VAT due to incorrect information you have provided us with, we are not legally responsible to pay the additional VAT and you must pay us or HMRC if requested. If CCL becomes payable you will also be charged CCL in line with existing legislation.

8.3 What happens if we got the price wrong. If we accept and process your order where there is a pricing error, you should inform us straight away. We will contact you to agree the correct pricing with you and if we cannot come to a reasonable and fair agreement, we may end the Contract immediately.

8.4 Standing Charge. Our charges for supplying the Services may include a Standing Charge. The Standing Charge that applies to you depends on whether you have agreed to pay a daily Standing Charge as part of your Contract or, if your Premises are empty and you are not using the Services at the Premises, you may be charged a Standing Charge to cover the rental of the Meter. If applicable, the daily Standing Charge will be set out in the Commercial Schedule. If a monthly Standing Charge applies, we will notify you of the price you need to pay once you tell us that you won't be using Services at the Premises for any period of time e.g. the Premises are going to be empty. You must tell us when you start using the Services again. If you do not wish to pay a monthly Standing Charge, you may have the meter removed at your cost or you may move to an alternative supplier who may not charge you a monthly Standing Charge.

8.5 Deemed Prices. Where you receive the Services under a Deemed Contract as referred to in Clause 3.3, the price is that shown on our website at www.cngltd.co.uk. This is usually higher than any fixed price we might agree with you.

8.6 Fixed Prices. Where we have entered into a Fixed Price Plan with you, you will pay the Fixed Price for the duration of the Fixed Price Plan.

8.7 Variable Prices. Where the Variable Price Plan applies, we can change our prices at any time by giving you 30 days' notice in writing.

8.8 End of Fixed Price Plan. If we have agreed a Fixed Price Plan with you and the Initial Period comes to an end, the price payable for the

Services will be the market rate calculated at the time the Initial Period expires which will be sent to you in your renewal letter. The rate will apply unless you agree a further Fixed Price Plan or Variable Price Plan with us or terminate the Contract in accordance with Clause 5.

8.9 Additional Charges. Occasionally we may ask you to pay additional Charges not set out in the Commercial Schedule. These include:

8.9.1 our reasonable costs of trying to get back money you owe to us or costs due to your breach of other Conditions of the Contract including administrative charges or third party costs, for example sending an agent to the Premises;

8.9.2 our reasonable costs of stopping, disconnecting or reconnecting your supply;

8.9.3 our reasonable costs if you fail to keep an agreed appointment with our agents at the Premises or prevent our agent reading your Meter;

8.9.4 our reasonable costs if you interfere with your Meter or steal Services;

8.9.5 our reasonable costs of reading your Meter if you ask us to do this;

8.9.6 making or sending any documents we have already given to you; or

8.9.7 costs imposed by the Government.

8.10 Charges for other properties. If your Meter also supplies other addresses which you are not responsible for, you must tell us about these. You will be responsible for paying for Services supplied at those addresses, unless we have otherwise agreed with you in writing.

8.11 Tenants. If you let your Premises to a tenant, you must tell us immediately and give details of your tenant and provide us with Meter readings. You will be responsible for paying for the Services unless we have authorised the tenant to take over responsibility for the Services.

9. PAYMENT

9.1 When you must pay and how you must pay. You must pay for the Services each month on the date specified on your monthly invoice until the Services are terminated.

9.2 Information and allocation of payment. You should include with your payments enough information for us to allocate payment to your account such as account number, invoice number or Premises details. We can allocate your payment to any outstanding money owed by you as we see fit.

9.3 Direct Debit. If you pay your Charges by Direct Debit, we may change the amount you pay and when you pay it by giving you 10 days' notice of any change.

9.4 Invoices. We will invoice you monthly. You

must pay each invoice within 10 calendar days after the date of the invoice. You must tell us if:

9.4.1 you haven't received a bill in line with your expected billing interval;

9.4.2 your bill is unusually high or low; or

9.4.3 there is any change in your circumstances that may lead to changes in the amount of the Services you use.

9.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. However you must pay 75% of the Charges invoiced or the undisputed amount, whichever is the higher, by the date you are due to pay us and you should continue to pay future invoices we send to you. Once the dispute is resolved, we may charge you interest on correctly invoiced sums from the original due date, where these haven't been paid.

9.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.7 Financial difficulties. You must contact us if you cannot pay us in full by the due date. If you are in financial difficulties, please contact us as soon as possible so we can help you.

10. METERS AND ACCESS

10.1 We will make arrangements to provide a Meter at the Premises and you agree to co-operate with these arrangements unless we agree to provide the Meter by a different method. For example, we may agree that you can provide your own Meter, at your own cost, provided you agree that we do not have responsibility for your Meter and are not responsible for faults with your Meter.

10.2 We will ask you for a Meter reading before we start supplying the Services. If we cannot get this before or on the Commencement Date, we will estimate the reading based on the Supply previously used at the Premises.

10.3 You must give us a Meter reading at least once every year during the term of the Contract.

10.4 We will take all reasonable steps to reflect an actual Meter reading in your invoice unless:

10.4.1 you give us a Meter reading that falls outside reasonable estimation of your use, in which case we will contact you to obtain a new Meter reading;

10.4.2 we make our own Meter reading which is different to the one given by you; or

10.4.3 you tell us you are unhappy with the last Meter reading following receipt of the invoice.

10.5 If we think you have interfered with the Meter we will ask our agent to attend the Premises and we can charge you for this. You must ensure the Premises are safe to visit.

10.6 We may also send an agent:

10.6.1 where your supply or Meter, pipes and wires need reading, inspecting, repairing, exchanging, reconfiguring, testing, installing, isolating or removing or needs stopping;

10.6.2 there is a danger and we need to arrange for the supply to be turned off;

10.6.3 there is an emergency, in which case we might not be able to warn you beforehand;

10.6.4 if we need to change something connected with your supply i.e. Meters; or

10.6.5 we have stopped supplying the Services and we need to collect a Meter from the Premises.

11. MOVING OUT OR CHANGING PREMISES

11.1 If you are leaving your Premises during the term of the Contract, you should give us at least 28 days' notice and provide us with the following information:

11.1.1 the date you are leaving the Premises;

11.1.2 your new address and phone number;

11.1.3 the name and contact details of the new owner or tenant or the landlord if the site is going to be empty. We may ask for proof of this owner / occupier.

11.2 On the day you leave you should take a Meter reading and contact us to tell us what the reading is.

11.3 Unless you inform us you are moving you will remain responsible for paying the Charges until we have the information in Clause 11.1 and your notice period has expired; or another owner or occupier has taken over the supply.

11.4 If you move to another Premises we may agree that you can transfer your Fixed Price Plan or your Variable Price Plan to your new address. Your existing Contract will then apply to your new address until it expires or is terminated in accordance with these Conditions.

11.5 Where there is a change of tenancy under a Housing Association Contract, you must inform us. If the new tenant who takes over responsibility for the Contract is a domestic user rather than a non-domestic user, you will remain responsible for payment of the Services until a new domestic supplier can take over supply of Services.

12. YOUR RIGHTS TO END THE CONTRACT

When you can end your contract with us. Your rights when you end the Contract will depend on whether there is anything wrong with the Services, how we are performing and when you decide to end the Contract.

12.1 If the Services were faulty or misdescribed or if you want to end the contract because of something we have done or have told you we are going to do; you may have a legal right to end the Contract (or to get some or all of your money back). If you think we are in breach of the Contract you must give us 30 days written notice of the breach and allow us 30 days to remedy this breach. If we do not remedy the breach in that time, you can notify us in writing that you consider the Contract to have ended.

12.2 No right to change your mind. You do not have a right to change your mind in respect of Services during the Initial Period unless we have done something in breach the Contract in which case Clause 12.1 will apply.

12.3 End of Fixed Price Plan. When your Fixed Price Plan is due to end we will write to you 60 days before the end of that period, setting out the rate which will apply after the end of the Fixed Price Plan. If you wish to enter into a new Fixed Price Plan or a Variable Price Plan, you will need to contact us as soon as possible, otherwise you will revert to the new rate set out in the renewal letter after the end of the Initial Period.

12.4 Where you wish to end the Contract. If you are a Micro Business, you can end the Contract after the Initial Period by giving us 30 days written notice. The Contract will not end until 30 days after the day on which you contact us. For example, if you tell us you want to end the Contract on 4 February we will continue to supply the Services until 3 March. We will only charge you for supplying the Services up to 3 March. If you are not a Micro Business, you can only end the Contract 30 days before the expiry of the Initial Period or 30 days before the expiry of any subsequent Renewal Period(s), unless we have done something in breach of the Contract in which case Clause 12.1 will apply.

12.5 Objections. We will only object to you moving to an alternative supplier if you try to end the Contract early i.e. within the Initial Period or during any subsequent Renewal Period(s) (where applicable) and/or where you have debt on your account.

12.6 What rate will I pay after I end the Contract? If you have told us you want to end your Contract with us, you will pay the Out of Contract Rate from the date the Contract ends until you make alternative arrangements for the supply of the Services.

12.7 How we will refund you. We will refund you

any credit balance for the Services by the method you used for payment. We will also refund any Security Deposit once all invoices are paid (if applicable). We will make any refunds due to you as soon as possible.

13. HOW TO END THE CONTRACT WITH US

13.1 Tell us you want to end the Contract. To end the Contract with us, please let us know by doing one of the following:

13.1.1 E-mail. E-mail us at terminations@cngltd.co.uk

13.1.2 By post. Write to us at 2 Victoria Avenue, Harrogate, North Yorkshire, United Kingdom, HG1 IEL .

Please provide your name, site address and site reference number and tell us that you wish to terminate your Contract.

14. OUR RIGHTS TO END THE CONTRACT

14.1 We may end the Contract in the following circumstances. We may end the Contract at any time by writing to you if:

14.1.1 you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;

14.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, or provide us with false information;

14.1.3 you do not, within a reasonable time, allow us access to your Premises to supply the Services;

14.1.4 you breach any of your material responsibilities under the Contract;

14.1.5 keeping the Contract would mean we or you are breaking the Law;

14.1.6 we give you at least 30 days written notice that we wish to end the Contract (unless the Premises are covered by a Fixed Price Plan in which case we can only end the Contract at the end of the Fixed Price Plan by giving you 30 days' notice.)

14.1.1 the Transporter (or someone on their behalf) isolates the Meter, removes the fuse from the Meter or disconnects the Meter from the Premises;

14.1.2 Ofgem tells us we have to end the Contract; or if there is a problem with the Services, we may stop the supply if Ofgem or the Transporter tells us to do so.

14.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in Clause 14.1 we may deduct or charge you reasonable compensation for the net costs we incur as a result of you breaking the Contract.

15. IF THERE IS A PROBLEM WITH THE SERVICES

15.1 How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team on 01423 502 554 or write to us by e-mail to info@cngltd.co.uk or by post to 2 Victoria Avenue, Harrogate, North Yorkshire, United Kingdom, HG1 IEL.

15.2 Other circumstances where the supply may stop. If we or any other legally authorised third party asks you to stop or limit the amount of Services you use at the Premises, you must do everything you have been told to do straight away. We may stop the supply if:

15.2.1 you or we believe anyone's life is in danger; or the Premises are at danger;

15.2.2 you do not pay your invoices when required by these Conditions to do so;

15.2.3 we believe it is necessary under energy laws or industry agreements;

15.2.4 circumstances over which we have no control prevent us from supplying you, providing we have taken reasonable steps to carry on supplying you;

15.2.5 we believe your Meter is not set up or working properly, including where we believe it has been interfered with;

15.2.6 we need to test emergency or safety procedures;

15.2.7 in certain circumstances where you have agreed your supply can be interrupted.

15.3 Summary of your legal rights. We are under a legal duty to supply Services that are in conformity with this Contract. Nothing in these Conditions will affect your legal rights.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Conditions we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for

fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services supplied with reasonable skill and care.

16.3 When we are liable for damage to your Premises. When we are providing Services to your Premises, we will make good any structural damage to your Premises caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Premises that we discover while providing the Services or for cosmetic damage or repairs.

16.4 We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. This includes:

16.4.1 any or all indirect or consequential loss or damage;

16.4.2 any loss of actual or expected profit or savings, loss of income, loss of business contracts, loss of data, loss of production, loss of goodwill or other pure economic loss, or any damage if you have special circumstances.

16.5 If the Transporter is responsible for any loss or damage. We will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.

16.6 Limited Liability. We will not pay you more than £100,000 in total for any claims you have against us while we are or were your supplier.

16.7 Your responsibilities. We will not be legally responsible for any loss which is caused by you not keeping your responsibilities under the Contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 How we will use your personal information. We will use the personal information you provide to us:

17.1.1 to supply the Services to you;

17.1.2 to process your payment for the Services, prevent and detect debt, fraud or loss;

17.1.3 to create statistics, analyse customer information such as the amount of Services you use and create profiles and marketing opportunities;

17.1.4 to help train our staff; and

17.1.5 if you agreed to this during the order process, to give you information about similar products or services that we provide, but you may stop receiving this at any time by contacting us.

17.2 We comply with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003. This applies to personal information and not information we hold about companies and other organisations.

17.3 You give your express permission for CNG to perform a credit check in addition to passing your personal information to credit reference agencies. Where we extend credit to you for the Services we may conduct both a credit check and pass your personal information to credit reference agencies and they may keep a record of any search that they do. How we collect, store and use your personal data will be governed by the obligations placed on us by legislation, as amended and in accordance with our Privacy Policy.

17.4 Third parties. We use certain third party intermediaries to collect debts, and provide CNG with other services. This may involve allowing the third parties to access your personal information. If you would like a list of these third parties please write to us by e-mail at info@cngltd.co.uk. We will only give your personal information to other third parties where the law either requires or allows us to do so.

18. OTHER IMPORTANT CONDITIONS

18.1 We may transfer this Contract to someone else. We may transfer our rights and obligations under these Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the Contract within 7 days of us telling you about it.

18.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Conditions to a third party if we agree to this in writing.

18.3 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its Conditions.

18.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 Change to the law. If there is a change to any law or regulation, decision or advice by a regulatory authority which applies to this Contract, we may change the Conditions of the Contract, including the Charges, as we consider necessary to reflect those changes.

18.6 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a

later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

18.7 Anti-Slavery and Human Trafficking. We conduct our business in a manner that is consistent with anti-slavery legislation. We confirm that neither us, nor any of our officers, employees or other persons associated with us:

- (a) have been convicted of any offence involving slavery or human trafficking; or
- (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

Where we subcontract any of our obligations under these Conditions, we will implement an appropriate system of due diligence, audit and training, designed to ensure compliance with anti-slavery legislation and to ensure there is no slavery or human trafficking in our supply chains.

18.8 Anti-Bribery and Corruption. We comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

Where we subcontract any of our obligations under these Conditions, we will ensure that any subcontractors comply with the provisions set out in this clause 18.8 in connection with anti-bribery and corruption.

18.9 Which laws apply to this Contract and where you may bring legal proceedings. These Conditions are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

18.10 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the Ombudsman who can help to resolve disputes between energy suppliers and customers. It is free to use their services and they are totally independent and make their decision on the information available. You can contact them once eight weeks have passed since you first told us about your complaint. You now have to refer your complaint to the Ombudsman Services: Energy. You can contact them in the following ways: Telephone 0330 440 1624 open Monday to Friday 9.00am to 5.00pm. Phone lines are closed

at the weekends, all bank holidays and between Christmas and New Year. Online via their website www.ombudsman-services.org/energy. E-mail enquiries@os-energy.org. By post to Ombudsman Services: Energy, PO Box 966, Warrington, WA4 9DF.

18.11 Citizens Advice Consumer Service. The Citizens Advice consumer service provides free and independent help and advice to small businesses on energy issues from contract issues to making a complaint or advice if you're struggling to afford your bills. You can contact them in the following ways. Telephone 03454 04 05 06. Visit www.citizensadvice.org.uk/energy. Post at Citizens Advice Consumer Service, PO Box 833, Moulton Park, Northampton, NN3 0AN or alternatively contact your local Citizens Advice consumer service. You can view the "Know Your Rights" in the energy market document on the Citizens Advice Website www.citizensadvice.org.uk/energy.