

1. DEFINITIONS IN THIS AGREEMENT

'Agreement' means this agreement, including the terms set out overleaf, these terms & conditions (and (if attached) annex 1), as each may be supplemented or as amended by agreement of the parties in writing from time to time.
'Agreement Date' means the date of signature of the Customer as specified overleaf.
'Agreement Type' means the type of agreement entered into between Crown Energy and the Customer as shown overleaf.
'Consequential Loss' means indirect or consequential loss, loss of profit, loss of use, loss of business, loss of production, loss of revenue, business interruption or increased cost of working.
'Contract Month' means a period of the term of this Agreement beginning at 0600 hours on the first day of any calendar month and ending at 0600 hours on the first day of the next succeeding calendar month.
'Contract Price' means the Unit Charge (expressed in pence per kWh) for each Contract Year [and the Standing Charge] both as identified overleaf to be paid by Customer to Crown Energy in respect of Gas supplied. 'Contract Year' means each consecutive period of 12 Contract Months commencing at 0600 on the Supply Date.
'Crown Energy' means a trading division of Crown Oil Limited (registered in England and Wales under number 1315556) whose registered office is at The Oil Centre, Bury New Road, Heap Bridge, Bury, BL9 7HY.
'Customer' means the person specified as the customer overleaf.
'Installer' means Crown Energy, Transporter or an alternative third party appointed by Crown Energy to provide the Meter Installation.
'Maximum Daily Quantity' ("MDQ") means in respect of a Site the maximum Quantity of Gas which such Site can use in one 24-hour period.
'Meter' means in respect of a Site, the primary measuring equipment of the Transporter installed in the supply pipeline from Transporter's transmission system at such Site. There may be more than one meter at a Site.
'Meter Installation' means with respect to each Offtake Point, the meter and associated equipment installed or to be installed at each Site, including associated pipework, regulator filters, valve seals, housing and mounting.
'Meter Reader' means the person appointed to undertake a Meter Reading.
'Meter Reading' means the reading of the index of the Meter.
'Minimum Annual Quantity' ("MAQ") means in respect of each Contract Year that Quantity of Gas equal to 75% multiplied by the total Nominated Consumption which the Customer will be liable to pay for unless otherwise stated overleaf.
'Network Code' means the contract defining the rights of British Gas Transco Plc. and Gas shippers.
'Nominated Consumption' means the Quantity of Gas which the customer estimates (using its reasonable endeavours) that it will require a each Site in each Contract Year as specified overleaf.
'Offtake Point' means the final outlet of a Meter.
'Out of Contract Rate' means the higher of a rate not more than four times the Contract Price or twice the prevailing charge for Gas at the relevant date.
'Registered User' in respect of Site means the person who is registered by Transporter as being responsible to Transporter for Gas taken at the Offtake Points at the Site.
'Site' means any location containing one or more Offtake Points at which the Customer requires Gas and which is identified by Transporter for that location.
'Standing Charge' means the fixed charge per day as set out overleaf.
'Supply Date' means the date on which the supply of Gas commences.
'Supply Period' means the period commencing on the Supply Date and ending after 12 Contract Months or such period as specified overleaf.
'Transporter' means British Gas Transco Plc. and any other person authorised to supply Gas through pipes pursuant to the terms of the Gas Act 1986 with whom Crown Energy has a contract for transportation of Gas sold hereunder.
'Transporter's Equipment' means all equipment deemed necessary by Transporter and installed by or on behalf of Transporter for the delivery of Gas to Customer.
Any term used in this Agreement shall have the meaning ascribed to it in this clause or if not defined in this Agreement as defined in the Network Code.
In this Agreement the singular includes the plural and vice versa and each of the masculine, feminine and neuter genders includes each of the others.

2. DURATION AND TERMINATION

- 2.1 (a) This Agreement shall remain in full force and effect until the end of the Supply Period and thereafter shall subject to any changes in the Contract Price notified to the Customer in accordance with clause 7 of this Agreement continue in full force and effect for a further twelve Contract Month periods unless terminated by either party giving no more than 60 days but not less than 30 days notice to the other party, to take effect on the anniversary of the expiry of the Supply Period; or
(b) This Agreement shall remain in full force and effect for the Supply Period unless terminated by either party giving 28 days' written notice to the other party at any time during the Supply Period.
- 2.2 Without prejudice to its other rights and remedies, Crown Energy may object to the transfer of any Site to a supplier other than Crown Energy should notice terminating this Agreement not be delivered pursuant to this Agreement.
- 2.3 If the Customer fails to comply with any of its obligations under this Agreement and such failure is not remedied within 14 days after Crown Energy has given notice to Customer requiring the failure to be remedied, Crown Energy shall be entitled to immediately suspend its sale of Gas to Customer until such time as the failure is remedied but shall be entitled to charge for Gas during the period of suspension at the Out-of-Contract Rate. Such suspension shall be without prejudice to any other rights or remedies that Crown Energy may have. All costs which Crown Energy incurs in suspending the sale of Gas under this clause and any reinstatement of supply to the Customer shall be borne by the Customer before resumption of supplies commence.
- 2.4 In the event that either party is in breach of any of its material obligations under this Agreement and fails to remedy the breach in accordance with clause 2.2 this Agreement shall terminate forthwith.
- 2.5 Either party may terminate this Agreement forthwith by written notice to the other party if the other party becomes insolvent or goes into liquidation or administrative receivership or being an individual, applies for a voluntary arrangement or enters into some other scheme or arrangement with creditors or is unable to pay his/her debts within the meaning of Section 268 of Insolvency Act 1926 or presents a petition to the court for his/her bankruptcy.
- 2.6 The Customer shall be liable for payment for any Gas taken after termination of this Agreement until such time as Crown Energy ceases to be treated by Transporter as the supplier or Registered User in respect of each Site. If the Customer cannot demonstrate to Crown Energy's reasonable satisfaction that it has entered into an alternative contract for the supply of Gas or if a new supplier fails to arrange for Gas to be transported Crown Energy reserves the right to apply a reasonable surcharge in such circumstances.
- 2.7 The Customer may not terminate this Agreement for any reason if any invoice remains unpaid, and the Customer agrees not to move to a new supplier of Gas until all debts to Crown Energy are paid in full. Without prejudice to its other rights and remedies, Crown Energy may object to the transfer of any Site to a supplier other than Crown Energy until all debts to Crown Energy are paid in full.
- 2.8 Following termination of this Agreement, a final invoice will be sent to the Customer within 14 days of a Meter Reading being registered with Crown Energy after the date upon which termination takes effect and must be paid within 10 days of the date of the invoice. In the event of non-payment, interest shall be charged in accordance with clause 8.3.
- 2.9 Crown Energy will not be held liable for any direct or indirect costs due to any delay in taking over supply by a new supplier following termination of this Agreement.
- 2.10 In the event of Termination by Crown Energy of this Agreement further to clauses 2.2, 2.3 or 2.4 the Customer shall be liable for all reasonable costs and expenses arising out of termination (including but not limited to legal costs and isolation fees) together with any outstanding amounts due under this Agreement.
- 2.11 Any termination of this Agreement shall be without prejudice to any rights or remedies of either party that have arisen prior to termination. Termination of this Agreement shall not affect the operation of any provision in this Agreement that expressly or impliedly is to have effect following termination.

3. WARRANTIES

The Customer represents warrants and agrees:

- 3.1 that it is the owner or occupier of each Site to which this Agreement relates;
3.2 that it has the authority to enter into this Agreement with respect to each Site;
3.3 that it has the continuing ability and authority to fulfil the obligations of the Customer and to administer the rights of Customer, as set out in this Agreement in respect to each Site;
3.4 that Crown Energy may deal solely with Customer and rely solely on such dealings with Customer in all matters relating to the purchase of Gas at each Site, including but not limited to the giving and receiving of all notices and statements, the making and witnessing of all measurements and tests, the paying and receiving of all amounts due hereunder and the settlement of all disputes with respect thereto;
3.5 that all pipelines, appliances, equipment and other facilities other than the Transporter's Equipment, used in any way by Customer in connection with Gas supplied to Customer under this Agreement:
(i) are used only for the purpose for which they were intended;
(ii) are and will be operated so that they at all times remain compatible with Transporter's transportation system; and
(iii) will at all times be properly maintained, serviced and kept in good order and repair; and
3.6 that in using Gas supplied to any Site under this Agreement, Customer shall apply the proper standards of safety.

4. OBLIGATIONS OF CUSTOMER

The Customer shall:

- 4.1 not interfere in any way with the Meter and maintain it in good working condition;
4.2 at all times allow Crown Energy, Transporter, their agents or Installer access to each Site for any purpose whatsoever connected with the supply of Gas under this Agreement;
4.3 keep Crown Energy informed as to the intended use of Gas supplied;
4.4 not install any apparatus, which may cause pressure fluctuations in the Transporter's Equipment;
4.5 not mix Gas with any substance;
4.6 In the event of an escape or leak, comply with Crown Energy's escape procedures and call 0800 111 999;
4.7 be responsible for all pipes and apparatus after the Meter;
4.8 not request a Quantity of Gas which is in excess of the amount which the Transporter's Equipment is capable of delivering to the Site;
4.9 without prejudice to any rights or remedies of Crown Energy under this Agreement, in the event that the Customer wishes to either sell or terminate the use of a Site, give no less than 45 days' notice to Crown Energy of such sale or termination of use and promptly supply Crown Energy with all and any information reasonably requested in respect of such sale or termination (including but not limited to any sale, tenancy agreement or any other relevant formal documentation). Customer shall remain liable for payment up until the date of final Meter Reading agreed between the parties further, where any Site is to be sold, such Site shall only be removed from this Agreement and this Agreement shall only terminate in respect of such Site, with Crown Energy's written consent and on Crown Energy being satisfied, inter alia, that the supply of Gas to such Site is being governed by a valid agreement with a supplier other than Crown Energy or that the new owners of such Site have entered into an agreement for the supply of Gas to that Site with Crown Energy.

4.10 For the avoidance of doubt, in circumstances where Crown Energy have not been notified of the sale or termination of use of a site in accordance with clause 4.9 Crown Energy shall not be under any obligation whatsoever to remove such Site from this Agreement, and this Agreement shall remain in full force and effect in respect of any such Site and the Customer shall be responsible for paying for any Quantity of Gas supplied.

4.11 Without prejudice to its other rights and remedies, Crown Energy may object to the transfer of a Site to a new supplier other than Crown Energy if there is any sum owing to Crown Energy in respect of such Site;

4.12 in the event that the Customer suffers any loss as a result of any legitimate action taken by Transporter and/or Crown Energy, which is in compliance with the Network Code and which is not as a result of Transporter's and/or Crown Energy's negligence, Customer shall not bring any action or proceedings against Crown Energy or Transporter and neither Transporter or Customer shall have any liability to Customer; and

4.13 provide the names and phone numbers of 3 representatives who can be contacted at any time day or night by Crown Energy or Transporter in case of emergency.

5. QUANTITIES

- 5.1 Crown Energy will sell Gas to the levels of maximum consumption as determined by reference to the MDQ. In the case of more than one Meter on Site, Customer shall allocate its receipt of Gas between Meters provided however, that Crown Energy's obligation to supply shall be limited to the capacity of the existing Transporter's Equipment.
5.2 Customer shall not be entitled to receive more than the Maximum Daily Quantity for a Site without the prior written consent of Crown Energy. Customer shall be liable for any and all costs incurred by Crown Energy as a result of the Customer using more than the MDQ.
5.3 If Customer received from Crown Energy in any Contract Year less than the MAQ for each Contract Year, Crown Energy shall be entitled to adjust the Contract Price in accordance with Customer's actual consumption by charging Customer, and Customer shall pay, an amount equal to the difference between the actual quantity received and the MAQ multiplied by the Contract Price.

6. QUALITY AND MEASUREMENT

- 6.1 Gas supplied shall comply with the same standards of pressure and quality as applied to the supply of Gas by Transporter under the Gas Act 1986 and any applicable Statutes and Regulations in force from time to time.
6.2 Crown Energy shall ensure that Transporter or Installer is responsible for the installation, operation and maintenance of each Meter.
6.3 Meter Reading shall be done by Transporter or another person appointed by Crown Energy to take Meter Readings at least once each Contract Year.
6.4 If in any Contract Month the Meter is not read or a Meter Reading is not made available promptly to Crown Energy by the Meter Reader or otherwise, by the Customer when no reading has been taken, the quantity of Gas taken by the Customer for such Contract Month shall be estimated by Crown Energy based on historical trends. If an invoice covers a period of more or less than one calendar month, then Crown Energy reserves the right to adjust the monthly invoice to reflect such period to coincide with the period and the payment method.
6.5 Customer may request that the Meter be verified for accuracy. Where the Meter is found to register inaccurately then appropriate adjustments to payments shall be made. If the Customer requests that the accuracy of a Meter is verified and the Meter is found to be recording properly, then the Customer shall pay for the cost of the Meter verification.
6.6 The reading shown on the Meter shall be evidence of the quantity of Gas consumed.
6.7 The quantity of Gas consumed in energy terms shall be calculated by methods referred to in Crown Energy's licence, available on request.

7. CONTRACT PRICE

- 7.1 The Contract Price is exclusive of VAT or any other tax, duty or imposed levy on the sale, consumption or use of the Gas. Crown Energy shall be entitled to add VAT at the prevailing rate and to adjust any amount invoiced to reflect any other tax duty imposed on the sale of Gas from time to time.
7.2 Dependant upon the Agreement type:-
(a) Crown Energy shall subject to clause 7.3 give not less than 60 days' notice of any change in the Contract Price for the next Contract Year prior to the expiry of the current Contract Year; or
(b) Crown Energy shall give 26 days' notice of any change in the Contract Price; or
(c) the Customer shall be entitled to fix the Contract Price charged for an agreed period or, otherwise, the Contract Price shall apply as overleaf; or
(d) the Contract Price shall be linked to the IPE Index for each Contract Month for the Supply Period.
7.3 Crown Energy shall where there is any change in the new Contract Price notified to the Customer under clause 7.2(a) of this Agreement prior to the commencement of the next Contract Year give not less than 21 days notice of any revision in the Contract Price prior to the expiry of the current Contract Year. On receipt of such a notice the Customer will have a period of 10 working days to respond. No response within such period will be deemed to be acceptance of such increase for the new Contract Year. No increase in the Contract Price shall apply during the period of any notice.
7.4 Crown Energy may at any time on 28 days' notice amend this Agreement and the Contract Price as a result of any change in the arrangements for Transportation in place between Transporter and Crown Energy or any regulations set by the Government including but not limited to any increase in VAT levies or any imposts. Crown Energy shall have the right to pass on to the Customer any penalties incurred as a result of the Customer not providing to Crown Energy the correct information at the correct time.
7.5 Crown Energy will be allowed to charge the Customer for any Site works it arranges on behalf of Transporter or Installer.

8. BILLING AND PAYMENT

- 8.1 Crown Energy will make responsible efforts to render monthly invoice to Customer for each Contract Month detailing the Quantity of Gas received and the Contract Price of the Gas.
8.2 Payment shall be made by the method agreed as set out overleaf. If payment is to be made by direct debit, Customer shall at all times ensure there are sufficient funds available from the Customer's account in such bank to meet such direct debits. All Crown Energy direct debits for the amount due for Gas delivered in a Contract Month must be set up for payment within 15 days of the Contract Month immediately following the month in which such Gas was delivered. If payment is made by any other method Customer shall pay any invoice promptly but in any event not later than 15 days after the last day of the Contract Month for which the invoice was made or 10 days after receipt of invoice, whichever is the later.
8.3 If payment has not been received by the due date Crown Energy shall have the right without prejudice to any other rights under this Agreement to charge interest on the overdue amount from the due date at a rate of 4% per annum above the Clydesdale Bank plc $\frac{1}{2}$ Yorkshire Bank base rate in force at the time.
8.4 If Customer at any time cancels its direct debit arrangement without consent in writing from Crown Energy at any time during the Agreement, Crown Energy will have the right to impose Crown Energy's Out of Contract Rate from the date of cancellation. If at any time the direct debit mandate is not effective Crown Energy will have the right to impose the Out of Contract Rate and/or terminate the agreement.
8.5 In the event the Customer disputes the amount of any invoice raised by Crown Energy the Customer must pay to Crown Energy on the due date for payment no less than 75% of the disputed invoice otherwise Crown Energy reserves the right to suspend the supply of Gas or terminate the Agreement as provided for in this Agreement.

9. FORCE MAJEURE

- 9.1 Either party shall be relieved from the consequences of failing to perform its obligations under this Agreement to the extent that such failure is the result of an Event of Force Majeure.
9.2 An 'Event of Force Majeure' shall mean any event or circumstances beyond the control of either party resulting in the failure by that party to fulfil any of its obligations under this Agreement and which shall include without limitation:
(i) damage to, or failure, breakdown of physical inoperability of Transporter's transmission system and/or the facilities of Customer at any Site;
(ii) non-availability of supplies of Gas from Transporter;
(iii) act of Government, national, municipal or other governmental agency, whether domestic or foreign;
(iv) war declared or undeclared, civil war, riot or civil disturbance;
(v) strike, lock-out or other industrial action, provided however that in no event shall either party be relieved from liability in circumstances in which the Event of Force Majeure could have been prevented or overcome by the exercise by it of reasonable efforts.
9.3 The parties shall not be relieved by reason of Force Majeure from any obligation to indemnify or to make any payments due under the Agreement.

10. RISK AND OWNERSHIP

- 10.1 Crown Energy warrants that Customer will obtain good title to the Gas supplied in accordance with the terms of this Agreement and such Gas will be free of all liens, charges and adverse claims.
10.2 Title to and risk in the Gas received by the Customer shall pass to Customer at the Offtake Point.
10.3 Neither Crown Energy nor Customer shall in any circumstances be liable to the other for any Consequential Loss whether or not foreseeable arising out of the performance or non performance of the Agreement.
10.4 Nothing in this Agreement shall exclude or restrict the liability of either party:
(a) for death or personal injury resulting from negligence; or
(b) under the Consumer Protection Act 1987; or
(c) for breach of the implied conditions as to title and quiet possession implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
10.5 Crown Energy to the fullest extent as permitted by law excludes any liability it may have to the Customer whether arising as a consequence of performance or non-performance of this Agreement other than as provided for in clause 10.4 above.
10.6 In the event of any claims being made by the Customer arising from this Agreement any damages recoverable against Crown Energy shall be limited to the cost of the Gas supplied in the previous 12 Contract Months or the period for which the Gas has been supplied, whichever is the shorter.
10.7 Customer shall indemnify Crown Energy against any loss arising out of any act or omission by the Customer in respect to its obligations under the Agreement.

11. MISCELLANEOUS

- 11.1 Crown Energy may assign this Agreement provided that the assignee is an approved gas supplier by the Director General of Gas supply. The Customer may not assign this Agreement without the prior written consent of Crown Energy.
11.2 Any notice to be given pursuant to this Agreement shall be in writing and may be served by personal delivery or first class post to the parties at their respective addresses as stated overleaf and shall be deemed to be given when received at such addresses on the day when personal service is effected or if by post 2 days after the date of posting.
11.3 This Agreement shall be governed by and construed in accordance with the laws of England. The parties submit to the exclusive jurisdiction of the English Courts as the proper legal forum for the settlement of any controversy or dispute which cannot be settled by agreement between parties within 14 days of the same arising.
11.4 Crown Energy reserves the right to make such changes as deemed necessary by Crown Energy to these terms at any time. Any substantive change shall be notified to the Customer in accordance with clause 11.2 and any other changes notified to the Customer at renewal.