



**Shell**  
**ENERGY**

## TERMS AND CONDITIONS OF SUPPLY FOR BUSINESS CUSTOMERS

**EFFECTIVE FROM 1 AUGUST 2024**

Please take the time to read carefully the terms and conditions of supply for business customers set out below (the "Terms and Conditions") for the products and services you have ordered from Shell Energy UK Limited.

### 1. YOUR SUPPLY CONTRACT

- 1.1. These Terms and Conditions apply where you enter into a Supply Contract with us. They form part of your Supply Contract, alongside the Contract Data Sheet and (where applicable) the Product Schedule (together with any annexes). Each Metering Point at a Site or each Site may, at our discretion, form an individual Supply Contract in its own right.
- 1.2. These documents represent the entire agreement between us in relation to the Supply and in the event of any inconsistency between them, they shall be interpreted in the following order:
  - 1.2.1. the Contract Data Sheet (excluding the 'Principal Terms' which do not form part of this Supply Contract); then
  - 1.2.2. the Product Schedule; then
  - 1.2.3. these Terms and Conditions.
- 1.3. Words or phrases which are capitalised shall have the meaning given to them in **Clause 22** (Definitions).
- 1.4. We use Ofgem's definition of a microbusiness as set out in the Ofgem Supply Licence Conditions to establish whether or not you are a Microbusiness Customer. Certain provisions of these Terms and Conditions will not apply (or may only apply) to you if you are Microbusiness Customer but if you subsequently cease to be a Microbusiness Customer they may become applicable if your Supply Contract is renewed. You must take all reasonable steps to Notify us if you are, or if at any time during the Term you become or cease to be a Microbusiness Customer.
- 1.5. You must not seek to extend your existing contract with your current supplier or enter into a new contract with another supplier whilst you are seeking to have us Registered as your supplier. If we are unable to complete Registration because of this, you will be deemed to have wrongfully terminated this Supply Contract and may be liable for a termination fee of up to £500 for Microbusiness Customers. Non-Microbusiness Customers will be charged pursuant to **Clause 2.8**.
- 1.6. By signing the Contract Data Sheet you are confirming to us that:
  - 1.6.1. no Site is used fully or mainly for domestic use;
  - 1.6.2. you are the owner or occupier of the Site(s) or are responsible for the day-to-day operation of the Site(s);
  - 1.6.3. if you are a sole trader, you are aged 18 or over;

Terms and conditions of supply for business customers. Effective from 1 August 2024

**Write to:** Shell Energy UK Limited, Elder House, 586-592 Elder Gate, Milton Keynes, MK9 1LR.

- 1.6.4. if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under the Supply Contract;
- 1.6.5. each Metering Point is connected to the Network;
- 1.6.6. any money you owe to us under any previous contract with us remains due and owing notwithstanding that we have entered into this Supply Contract with you; and
- 1.6.7. you agree to be responsible for paying the Charges for the Energy supplied to your Meter(s) (including where your Meter supplies other sites (or parts of the Site) that you neither occupy or own. We refer to the need for our consent for any on-supply pursuant to **Clause 3.2.1**.

If any of the conditions contained in this **Clause 1.6** cease to be satisfied during the Supply Contract in respect of one or more Metering Points the Supply Contract may be terminated by us in respect of that Metering Point or, at our option, all Metering Points and **Clauses 12** and **13** will apply.

- 1.7. Unless we expressly agree in writing we are unable to Supply Energy (and these Terms and Conditions shall not apply) to any Site which:
  - 1.7.1. has a prepayment Meter;
  - 1.7.2. is unmetered;
  - 1.7.3. is fully or mainly for domestic use;
  - 1.7.4. has an active 'Green Deal' arrangement; or
  - 1.7.5. has any specific requirements or arrangements meaning that we are unable to fully support the Supply of Energy to and the invoicing of that Site (e.g. it is connected to the transmission network or is a 'non-standard' (formerly 'unique') gas site).

If you are a tenant or occupier of the Site at the time of entering into the Supply Contract, you confirm that you have provided us with the name, address and telephone number of your landlord (and any ultimate landlord), If any of this information changes at any time during the Supply Contract you must Notify us as soon as practicable of you becoming aware of such change.

- 1.8. If you own the Site you must Notify us if a tenant or occupier moves into a Site. You will remain responsible for paying all Charges until and unless we agree, at our discretion, to formally transfer the Supply Contract (or part thereof) to such a tenant or occupier.

### **THIRD-PARTY INTERMEDIARIES (TPIs)**

- 1.9. We will not discuss anything to do with this Supply Contract with a TPI unless we have received a valid letter of authority, reasonably acceptable to us, from you authorising us to do so. You can update your authorisation at any time by providing us (directly or through a TPI) with a new letter of authority. Any previous letter of authority will end when the new letter of authority is received by us or becomes effective whichever is the latter. You can cancel your letter of authority at any time by Notifying us in writing of your decision. Unless it specifically states otherwise, we will assume that a letter of authority is valid for the duration of this Supply Contract.
- 1.10. If at any time, we wish to discuss a matter directly with you rather than your TPI, you accept that you are the contracting party and therefore we retain the right to contact you directly to discuss any aspect of the Supply Contract with you. You agree to fully indemnify us against any action, or inaction, or negligence on the part of any TPI appointed by you which impacts our ability to perform our obligations under this Supply Contract or puts us in potential breach of any of our Licences or Industry Agreements.
- 1.11. The Charges may include commission paid to a TPI acting on your behalf.

- 1.11.1. If you are, or are deemed to be, a Microbusiness Customer and have been switched to us by a TPI, you are entitled to have transparency of any brokerage costs included during the Term. This will be displayed on our Contract Data Sheet.
- 1.11.2. If you are not a Microbusiness Customer, it is your responsibility to ask your TPI and ensure that you fully understand the nature of such commission. If you fail to ensure you fully understand such commission, you hereby waive any rights or claims you may have against us in relation to such commission.
- 1.11.3. If you dispute any commission you should seek to resolve the dispute with your TPI. We are not obliged to reimburse any proportion of our Charges which you have paid (whether or not such portion relates to a TPI's commission) in the event of any such dispute.

## 2. DURATION

- 2.1. Providing your obligations, as set out in this Supply Contract, are satisfied by the relevant deadlines, and all warranties and undertakings given by you under this Supply Contract remain true, then we shall provide you with Energy to the Site(s) in accordance with the terms of this Supply Contract and the Industry Agreements during the Supply Period. You hereby agree to accept the Energy supplied to your Site(s) and accept that title and risk in the Energy at a Site shall pass to you at the Metering Point at a Site.
- 2.2. The Supply Contract will come into force and effect on the Effective Date and will continue until the Expiry Date. We may continue to provide you with Energy after the Expiry Date under the circumstances described in **Clause 11.4**.

### THE INTENDED SUPPLY START DATE

- 2.3. We intend to, but cannot guarantee that we shall, provide the Supply to you from the Intended Supply Date outlined in the Contract Data Sheet, subject to you doing the following by the Intended Supply Date:
  - 2.3.1. returning to us a copy of the Contract Data Sheet signed by you or your duly authorised representative;
  - 2.3.2. having a suitable Metering System installed at the Site;
  - 2.3.3. having provided us with all the information and assistance we request to enable us to become Registered as the supplier responsible for the Metering Point(s) and us having become so Registered;
  - 2.3.4. having met our credit check procedure prior to the Effective Date, or having provided us with the Initial Credit Support, where requested, in accordance with **Clause 9**;
  - 2.3.5. notwithstanding **Clause 2.3.4**, having met any subsequent credit check we may run, or having provided us with Credit Support within the time period requested by us following such subsequent credit check;
  - 2.3.6. having passed the Shell plc counterparty screening process and having provided us with all the information we request in relation to that process;
  - 2.3.7. the Site being connected to the Network and a valid Connection Agreement being in place; and
  - 2.3.8. having arranged and met all costs (including any we incur) of any Site works, including physical alterations, that were required to enable us to provide the Supply to the Site.

### COMMENCEMENT OF SUPPLY

- 2.4. If we do not already supply the Metering Point(s), we shall use reasonable endeavours to complete the transfer of your Metering Point(s) to us and to commence the Supply by the Intended Supply Date and in any event we shall have completed this process for each Metering Point by the date five (5) Business Days from the day immediately following the Effective Date, unless in respect of a Site:

- 2.4.1. you request that the transfer is completed at a later date, for example, if a later date is specified in the Contract Data Sheet (including where the Intended Supply Date for that Metering Point is later than five (5) Business Days after the Effective Date);
- 2.4.2. you fail to update any information you have provided pursuant to **Clause 2.3.3** in accordance with **Clause 4.3.2**;
- 2.4.3. you do anything which prevents us from completing the transfer to you or you Notify us that you do not wish the transfer to take place;
- 2.4.4. your previous supplier for that Site does not consent to or blocks the transfer;
- 2.4.5. you are currently taking Energy at the Metering Point at a Site through an exempt distribution system and we cannot start supplying Energy to the relevant Metering Point because:
  - 2.4.5.1. a physical connection has not yet been made; or
  - 2.4.5.2. the distribution exemption holder has specified a specific metering arrangement that is not yet in place; or
  - 2.4.5.3. we are prevented from completing the transfer of a Site due to circumstances outside our control and which we have taken reasonable steps to resolve (including but not limited to the result of any action taken by the Authority or an other competent authority).
- 2.5. Where you delay in satisfying the conditions in **Clause 2.3** or one or more of the circumstances in **Clause 2.4**, meaning we start to provide you with the Supply at a Metering Point on a date following the Intended Supply Date for that Metering Point, we each agree that the date on which you satisfy all of the conditions in **Clause 2.3** and the Supply commences to the first Metering Point shall be the Start Date for this Supply Contract. You shall indemnify us in respect of any losses, costs or expenses we incur as a result of the following (where not directly due to our act or omission):
  - 2.5.1. The Start Date for a Metering Point being later than the Intended Supply Date; and/or
  - 2.5.2. We are unable to commence the Supply to a Metering Point to you for reasons outside our control.
- 2.6. Where we are already supplying Energy and are Registered as the supplier responsible for all of the Metering Point(s) at a Site, **Clause 2.4** will not apply to such Site.
- 2.7. We reserve the right to cancel your Supply Contract in relation to a Site (or in its entirety) if:
  - 2.7.1. having used reasonable endeavours, we are unable to transfer your Site(s) from your existing supplier(s); or
  - 2.7.2. you enter into a supply contract with another supplier before we have transferred the relevant Metering Points.
- 2.8. (This does not apply to Microbusiness Customers). If we cancel the Supply Contract pursuant to **Clause 2.7** then:
  - 2.8.1. we will not be liable for any costs which you incur, and
  - 2.8.2. you shall pay us for any costs we incur, including:
    - 2.8.2.1. an amount calculated in accordance with **Clause 13.4.1**, and, and/or
    - 2.8.2.2. an amount calculated in accordance with **Clause 13.4.2** (excluding **Clause 13.4.2.1** as there will have been no Supply prior to the termination).

## RELATED METER POINTS

- 2.9. If you enter into a Supply Contract with us for a Metering Point with one or more Related Metering Points to which you have not entered into a Supply Contract with us, then these Related Metering Points may also start

to be supplied by us. This may result in a Deemed Contract between us in relation to those Related Metering Points.

- 2.10. If you enter into a Supply Contract with us in relation to Related Metering Points and your previous supplier raises an objection to the transfer of any of the Related Metering Points then that objection will be deemed to have been made in relation to each of the Related Metering Points for the purposes of the Supply Contract.
- 2.11. If you enter into a Supply Contract with us in relation to Related Metering Points each Related Metering Points at a Site may, at our discretion, form an individual Supply Contract in its own right.
- 2.12. If you enter into a Supply Contract with us in relation to Related Metering Points and if any of the conditions contained in this **Clause 2** cease to be satisfied during the Supply Contract in respect of one or more of the Related Metering Points, the Supply Contract may be terminated by us in respect of that Metering Point or, at our option, all Related Metering Points and **Clauses 12** and **13** will apply.

### **OUR RIGHT TO BLOCK YOUR TRANSFER OF SUPPLY**

- 2.13. We may stop you from switching to another supplier where:
  - 2.13.1. you enter into a supply contract with an alternative supplier which comes into effect prior to the End Date;
  - 2.13.2. **Clause 8.4.5** applies;
  - 2.13.3. an alternative supplier applies to take over the supply to a Site in error;
  - 2.13.4. where there is more than one Metering Point at that Site, and that supplier does not make an application in respect of all Metering Points; and/or
  - 2.13.5. Registration of a Site by an alternative supplier would be in breach of an Industry Agreement.

### **3. YOUR ENERGY SUPPLY**

- 3.1. Providing the obligations in **Clause 2.3** are satisfied by the deadline contained in that clause, and all warranties and undertakings given by you under this Supply Contract remain true, then we shall provide you with the Supply to the Site(s) in accordance with the terms of this Supply Contract and the Industry Agreements during the Supply Period.
- 3.2. You recognise and agree that at all times during the Supply Period:
  - 3.2.1. the Supply shall only be for your consumption and that you shall not be entitled to on-supply the Supply to any third party without our prior written consent (which we may refuse at our sole discretion), and that where you breach this provision we shall be entitled to terminate this Supply Contract in accordance with **Clause 12.2**;
  - 3.2.2. you shall immediately inform us if you have or use or, at any time intend to have or intend to use any onsite generation at any Site during the Supply Period, or have entered into or intend at any time during the Supply Period to enter into ancillary service or demand-side agreements in respect of any Site, including any arrangements where you benefit from commercial reward for reducing demand in respect of any Site and you shall provide us with any related information which we may reasonably require including in respect of equipment type, load, capacity and consumption details, and that where you breach this requirement you recognise that we shall be entitled to terminate this Supply Contract (either in respect of the Site or in its entirety) in accordance with **Clause 12.2**;
  - 3.2.3. you shall ensure that each Metering Point at a Site remains in good working order at all times;
  - 3.2.4. title and risk in the Supply shall pass to you at the Metering Point at a Site and we shall not be responsible for any losses in the Supply incurred once the Energy has passed to you at the Metering Point;

- 3.2.5. we shall have no liability for any outages or other periods of unavailability on the Network; and we may limit or stop the Supply at any or all of your Sites:
  - 3.2.5.1. if you breach any terms of this Supply Contract, including if you fail to pay us any Invoice raised under this Supply Contract by the Payment Due Date;
  - 3.2.5.2. if we are required to do so by the Authority or other competent authority;
  - 3.2.5.3. if other than outages of which we have received prior Notice pursuant to **Clause 4.4**, you cease to take the Supply at a Site for a period of ten (10) Business Days or more; or
  - 3.2.5.4. in the circumstances referred to in **Clauses 12.2.3 or 12.3.3**.
- 3.3. You shall ensure that a Connection Agreement remains valid for all of the Sites throughout the Term and you shall not do anything to breach the terms of any applicable Connection Agreement. Should the Network Operator seek to terminate a Connection Agreement for a Site, you shall Notify us immediately.
- 3.4. You agree that the Network Operator will deliver the Energy to your Site under the terms of the Connection Agreement for such Site and that:
  - 3.4.1. the Supply shall have the characteristics at which the Network supplies Energy and we shall have no control or liability over this; and
  - 3.4.2. any variation to or interruption in the Supply to a Site is the responsibility of the Network Operator and we shall have no control or liability over this.
- 3.5. Your Supply may be temporarily or permanently De-energised, Isolated or Disconnected or you may be instructed to stop using Energy for the following reasons:
  - 3.5.1. where it is reasonably necessary to avoid risk to the health and safety of any person or damage to property; or
  - 3.5.2. circumstances beyond our reasonable control prevent us from supplying you; or
  - 3.5.3. to enable the carrying out of repair or maintenance work; or
  - 3.5.4. Ofgem, the Transporter or the Network Operator instruct us to do so or any laws or regulations relating to the Energy Supply allow or require us to in accordance with the Act or any Industry Agreement we have necessarily entered into in order to Supply Energy; or
  - 3.5.5. you have agreed that your Supply can be interrupted in certain circumstances; or
  - 3.5.6. we believe your Meter or Advanced Meter is not set up properly or is unsafe. This includes the situation where we have not been able to read a Meter or Advanced Meter or if we believe the Meter or Advanced Meter has been interfered with; or
  - 3.5.7. we have reasonable grounds for believing that you have moved out of a Site or you have told us that you are moving out of a Site, and you have not provided us with details of the person who is now responsible for the Site as is required pursuant to **Clause 3.8**; or
  - 3.5.8. otherwise in accordance with the terms of this Supply Contract; or
  - 3.5.9. you have materially breached the Supply Contract and such breach is continuing or otherwise interferes with the Network or the Metering Point.
- 3.6. Where the Supply of Energy to any Metering Point has been De-energised, Isolated or Disconnected or suspended due to any act or omission of you, you agree to indemnify us for any loss, liability or cost which we incur as a consequence. In these circumstances you must also pay the cost of reconnection and, if requested, provide Credit Support.

## **CHANGES TO SITE AND OCCUPIER**

- 3.7. You shall Notify us as soon as possible of any changes to the details we hold in respect of any Site, including where you anticipate a change of use or a change in owner, occupier or managing agent.
- 3.8. Where you anticipate moving from a Site or closing a Site you shall give us at least twenty (20) Business Days' written Notice of the date on which you shall no longer be responsible for a Site, together with:
  - 3.8.1. confirmation of the date you anticipate moving from the Site;
  - 3.8.2. evidence that you will no longer occupy the Site from the date you confirm to us;
  - 3.8.3. details of the new occupier; and
  - 3.8.4. a forwarding address for you and, if applicable, details of your landlord (or its agent) or managing agent.
- 3.9. (This does not apply to Microbusiness Customers). Where you move from a Site during the Supply Period, then whether or not you Notify us, we may at our discretion terminate the Supply Contract in relation to that Site and /or arrange for that Site to be Disconnected, Isolated or De-energised (as applicable), and you shall pay us for any costs we incur in doing so, including:
  - 3.9.1. in relation to such De-energisation, Isolation or Disconnection; and/or
  - 3.9.2. an amount calculated in accordance with **Clause 13.4.1** in relation to that Site, and/or
  - 3.9.3. an amount calculated in accordance with **Clause 13.4.2** in relation to that Site.
- 3.10. In addition to the provisions of **Clause 3.9**, where you leave a Site and do not provide us with the information outlined in **Clause 3.8**, then you shall remain liable for any Charges due in respect of Supply to that Site made under this Supply Contract until the earlier of the date:
  - 3.10.1. on which we terminate your Supply Contract in respect of that Site or in its entirety and confirm to you the date from which you are no longer responsible for Charges due under this Supply Contract, other than any which arise under **Clause 8.7**;
  - 3.10.2. on which we enter into a supply contract with the new customer at that Site; or
  - 3.10.3. five (5) Business Days from the date you provide us with evidence that you no longer occupy and no longer have any responsibility for the Site (e.g. that you have sold the freehold or have assigned, surrendered or exercised a break clause in relation to a leasehold interest).

## DEEMED CUSTOMERS

- 3.11. If, in relation to a site which we already supply:
  - 3.11.1. you move to such a site;
  - 3.11.2. Clause **2.9** applies, or
  - 3.11.3. you otherwise become responsible for the Supply at a site (including if your tenant, who we supply, leaves),our Supply to such a site will be subject to these Terms and Conditions and our Deemed Rates, found at <https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates> shall apply. Being a Deemed Customer is not the same as going on to our Extended Supply Rates which is dealt with under **Clause 11.2**.
- 3.12. We may change Deemed Rates from time to time, if this is relevant to you, we shall provide you with written Notice of such changes and by updating the rates on our website.
- 3.13. Your status as a Deemed Customer shall apply until the date:
  - 3.13.1. you agree a Supply Contract for the supply of Energy to the relevant site with us;
  - 3.13.2. another supplier has been Registered as the supplier of the Metering Point(s) of such site; or
  - 3.13.3. your Metering Point(s) for the relevant Site is/are Disconnected.

3.14. **Clauses 8.4.5** and **13.4** do not apply to Deemed Contract customers.

## **CAPACITY**

3.15. You must not exceed the Capacity agreed with the relevant Network Operator. If you exceed your agreed Capacity, we will pass through to you any additional costs imposed on us by your Network Operator.

3.16. In relation to electricity, the Capacity shown on the Contract Data Sheet as “Supply Capacity” is an estimate only. We will bill you for Capacity based on information provided to us from time to time by your Network Operator. If you need to change your Capacity, you must agree the change in advance with your Network Operator.

3.17. In relation to gas, you must give us as much Notice as possible if you require a change to your Capacity and we will use reasonable endeavours to support your application to your Network Operator. Any additional costs will be passed through to you.

## **4. YOUR WARRANTIES AND OBLIGATIONS**

4.1. In agreeing to the terms of this Supply Contract, you warrant to us as of the Effective Date and each day of the Term that:

4.1.1. we will be the sole supplier at each Metering Point for the duration of the Supply Contract;

4.1.2. your previous supplier has no cause to raise a transfer objection under your contract with them;

4.1.3. all information that you provide to us (or which we receive from another party on your behalf) in relation to this Supply Contract (including the information contained in the Contract Data Sheet) is true and accurate to the best of your knowledge;

4.1.4. you have Notified us if you are a Microbusiness Consumer or will tell us immediately if you become a Microbusiness Consumer at any point during the Supply Period;

4.1.5. you own or have the right and all necessary permissions to enter into this Supply Contract in respect of each Metering Point;

4.1.6. any previous supply contract in relation to the Site which you were party to prior to the Start Date has been properly and effectively terminated, and you have not entered into an alternative supply contract for the Site which will be in force, or which will come into force during the Supply Period;

4.1.7. each Site is not fully or mainly used for domestic use (unless we have consented to this in writing under **Clause 1.7**); and

4.1.8. each Site has and will maintain a connection to the Network.

4.2. If at any point during the Term any of the warranties in **Clause 4.1** cease to be true, then you will Notify us in writing as soon as possible and provide us with as much detail as possible.

4.3. You agree to:

4.3.1. provide us with all assistance and information we reasonably require to enable us to comply with our obligations under this Supply Contract, the Act, any Industry Agreement or a relevant Licence necessary to permit the Supply to each Site; and

4.3.2. update the information you have provided to us, as and when necessary, to reflect any relevant changes from time to time.

4.4. At least five (5) Business Days in advance of the Intended Supply Date and then on each anniversary of the Intended Supply Date, you agree to provide us with written Notice of expected shutdown and holiday periods for each Site together with estimates of Energy that will be consumed during the forthcoming period. You also agree to provide estimates of Energy that would be consumed if such shutdowns or holidays were not to occur. You must promptly Notify us of any updates to these expected shutdown and holiday periods.

- 4.5. You can request De-energisation, Isolation, Disconnection or Metering Point Withdrawal of any Metering Point at any time. You will be liable for payment in advance of all costs reasonably associated with the De-energisation, Isolation, Disconnection or Metering Point Withdrawal and, where required, any subsequent re-establishment of Supply. Where a Disconnection is by way of permanent Disconnection or where Isolation is by way of permanent Isolation the Supply Contract will terminate in respect of that Metering Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place. The provisions of **Clause 13** will apply to any Disconnection or Isolation.

## 5. RENEWABLE ENERGY

- 5.1. Where the Contract Data Sheet states that a portion of the Energy supplied under this Supply Contract is to be from renewable sources (being supplied with renewable certificates), we shall use reasonable endeavours to supply this to you during the Supply Period. However, you acknowledge that Energy from renewable sources is intermittent and is subject to availability and therefore not contractually binding on us. If we do not supply you with the renewable certificates stated in the Contract Data Sheet we may either:
- 5.1.1. supply you with a comparable certificate and vary the Charges to reflect the cost to us of that comparable certificate; or
- 5.1.2. vary the Charges to reflect the fact that we have not supplied you with renewable certificates.
- 5.2. We make no representation as to the efficacy of the relevant renewable technologies in respect of which renewable certificates are provided. You should rely on your own research in this regard.

## 6. METERING AND ACCESS

### METER READINGS

- 6.1. If we ask you, you must provide us with a Meter reading in relation to each Metering Point before we start supplying Energy to you under this Supply Contract.
- 6.2. If for any reason we do not have, or cannot use, an actual reading we will use an estimate based on previous Supply at the relevant Site and / or industry data.
- 6.3. A Meter reading must be provided at least once every twelve (12) Months or more frequently if requested by us.
- 6.4. If you have reasonable grounds to believe a Meter reading we have used is incorrect, you must tell us within ten (10) Business Days of receipt of the disputed invoice and provide us with any supporting information. The terms of **Clause 8.9** shall apply.
- 6.5. For all Meters not read remotely you must take meter readings on the Intended Supply Date and provide the readings to us within three (3) Business Days. If you fail to supply Meter readings or if we or a Meter Agent reasonably believe your readings are incorrect, then you agree to accept estimated Meter readings provided by the Meter Agent. We are not responsible for the accuracy of such meter readings.

### ADVANCED METERS

- 6.6. If you have an Advanced Meter, you agree that we may use it to manage your Supply without visiting a Site.
- 6.7. We will use the consumption data provided by the Advanced Meter to calculate your invoice. If for any reason we do not receive your consumption data, we will estimate your usage (based on previous supply at the Site and / or industry data) for your invoices.
- 6.8. Where our Licence requires that an Advanced Meter is installed in respect of any Metering Point, you hereby agree to fully cooperate with us (and our Meter Agent) to enable us to fully comply with all such Licence obligations. If we or our Meter Agent visit a Site by prior appointment and are unable to gain Access or visit the Site without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.

## METER READING EQUIPMENT

- 6.9. If necessary, we will arrange for a Meter or Advanced Meter to be provided at each Metering Point. You hereby agree to co-operate with us in relation to the provision of such Meter or Advanced Meter. We may, in our sole discretion, permit you to arrange the provision of a Meter or Advanced Meter: if we do so you hereby agree to reimburse us for any costs or expenses we incur as a result.
- 6.10. Subject to **Clause 6.11**, where we provide the Meter or Advanced Meter, if either of us thinks that the Meter or Advanced Meter is not working correctly, we will arrange for the Meter or Advanced Meter to be tested. If the test shows that the Meter or Advanced Meter is not working correctly, we will replace or repair the Meter or Advanced Meter as soon as reasonably practical at our cost. For the avoidance of doubt, when we refer to a Meter working or working 'correctly' in this **Clause 6**, the determination shall be based on the standards set out in Industry Agreements.
- 6.11. Where we provide the Meter or Advanced Meter, you must pay for any Meter or Advanced Meter test you ask us to undertake before we carry out the test. If the Meter or Advanced Meter is:
- 6.11.1. working correctly, we will not refund the amount you paid for the test;
  - 6.11.2. not working correctly, we will refund the amount you paid for the test.
- We will pay for any Meter or Advanced Meter test that we ask to undertake.
- 6.12. We are not responsible for any Metering System or other fitting that we do not own or provide. We are not responsible for any Energy related fixtures and fittings on your side of the Meter. For any Metering System not provided by us it is your responsibility to ensure that it is working correctly, that it complies with the Act and the applicable meter regulations and is appropriate to supply all apparatus connected to it. If either of us asks for it to be tested, you must organise and pay for it to be tested. In the event that we become aware that any part of the Metering System is not suitable, we may arrange for installation, maintenance or replacement of all or any part of the Metering System and you shall pay the reasonable costs incurred by us as a result.
- 6.13. You will Notify us as soon as reasonably practicable if you believe there has been damage to or interference with any Metering System or communication equipment or interruption to a communication signal and you must provide us with all information which we reasonably require. If you damage or interfere with any Metering System or communication equipment or interrupt a communication signal, we may immediately terminate the Supply Contract in relation to the applicable Site and the provisions of **Clause 13.1** will apply and you agree to indemnify us for reasonable costs incurred by us or any Meter Agent to visit a Site and carry out any repairs or replacement.
- 6.14. You must Notify us as soon as practicable where changes are made to any Metering Point or any part of the Metering System.

## APPOINTMENT OF A METER AGENT

- 6.15. You may in respect of a Site, appoint a Meter Agent(s), subject to obtaining our consent. Where you appoint a Meter Agent(s), you shall ensure that the Meter Agent(s):
- 6.15.1. provides us with all information we reasonably require (in the form we specify) to enable us to fulfil our obligations under this Supply Contract and the Industry Agreements;
  - 6.15.2. is suitably skilled, qualified and experienced to perform the role of a Meter Agent;
  - 6.15.3. enters into any additional agreements that we may reasonably require;
  - 6.15.4. indemnifies us against any loss or damage we incur as a result of their acts, omissions or failures; and
  - 6.15.5. obtains our prior written consent to any proposed changes to the Metering System.

If a Meter Agent appointed by you fails to comply with the above requirements, we may appoint another Meter Agent and charge you for any losses and costs we incur as a result of such failure and replacement.

- 6.16. You must comply with the requirements of all relevant health and safety legislation in relation to your appointment of any Meter Agent(s), and any instructions you provide to them when carrying out any services they perform in relation to your Site.
- 6.17. Where you do not appoint a Meter Agent or where your arrangement with the Meter Agent terminates during the Supply Period and you do not appoint a replacement Meter Agent, then we may appoint a Meter Agent for the purposes of ensuring the Metering System is properly installed, operated and maintained (as applicable), however we shall not be obliged to do so.

## **METER ACCESS**

- 6.18. You must provide us (and the relevant agents) with Access to any Metering Point or a Site. If we (or the relevant agents) are unable to gain Access to any Metering Point or a Site at any time you hereby agree to reimburse us for any costs or expenses we incur as a result.

## **7. COSTS AND CHARGES**

### **CHARGES FOR YOUR ENERGY SUPPLY**

- 7.1. You agree to pay the Charges described in the Contract Data Sheet, any additional charges payable in accordance with this Supply Contract and any tax, levy, duty or other impositions in accordance with legislation in force or with an Industry Agreement. You agree that all Energy that passes through a Metering Point during the Term (as amended or renewed from time to time) will be treated as having been supplied under this Supply Contract.
- 7.2. Your Invoice will include standing charges, availability (capacity) charges and other industry charges which will apply even when no Energy is consumed at the Site(s).
- 7.3. All Charges described in the Contract Data Sheet or otherwise stated are exclusive of VAT and CCL, which are payable at the applicable rates, as shown in your invoice from time to time. If you are eligible for a reduction or exemption for VAT or CCL you will need to provide us with evidence of such eligibility (in a form reasonably acceptable to us) and we will charge you at the applicable rate.
- 7.4. If an Agent's Meter reading or actual consumption data is not available (e.g. if we are unable to gain Access to a Metering Point), or if we reasonably believe it to be inaccurate, we may issue an Invoice based on your own meter reading or our reasonable estimate and you must pay this invoice. Any over or under-payment will be adjusted as soon as practicable once your revised consumption has been determined by us, and subject to the provision by you of any reasonably required supporting evidence.
- 7.5. If you are or are deemed to be a Microbusiness Customer and the Charges related to Energy supplied for a period have either not been billed or have been billed inaccurately, we shall comply with the Back Billing Rules.

### **ADDITIONAL COSTS AND CHARGES**

- 7.6. We may invoice you for any Charges incurred as a result of meter reading visits outside the normal Meter reading cycle, change of measurement class, meter upgrades or revisions, transfer of metering equipment or other charges levied by industry participants.

### **VARYING THE CHARGES**

- 7.7. In addition to any other provisions of these Terms and Conditions, we may vary the Charges or pass through any higher or additional costs or expenses:
  - 7.7.1. if information provided by you, your representative or Agent is incorrect or incomplete;
  - 7.7.2. as a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of Energy to suppliers, during an emergency of a civil, Energy Supply or other nature;

- 7.7.3. if any changes made to your Supply after the date of the Supply Contract result in an increase or decrease in third party charges;
  - 7.7.4. where during the Term your top line MPAN (which is shown on your Contract Data Sheet) is amended by your Network Operator such that the relevant Metering Point is assigned a different band for DUOS and TNUOS charges we may pass-through any additional costs that we incur;
  - 7.7.5. where a pass-through of Charges is indicated in the Contract Data Sheet;
  - 7.7.6. where pass-through of third-party charges is not indicated in the Contract Data Sheet but where a change in such Charges occurs as a result of a change in law, Industry Agreements, costs under any Industry Agreements that could not have been reasonably expected or foreseen by us, or a substantial change is introduced by the Authority or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;
  - 7.7.7. if you do not have or cease to use your own Agents; and/or
  - 7.7.8. as expressly provided for elsewhere in these Terms and Conditions.
- 7.8. Where pass-through of Charges are indicated in the Contract Data Sheet, these Charges will be invoiced at the rate published by the Authority or other relevant Government body. Where the published rate is not known when we invoice you, we will estimate such Charge and issue a rebill or reconciliation Invoice to you once such published rate is known.
- 7.9. (This does not apply to Microbusiness Customers) We may vary the price(s) of your Supply Contract if it exceeds 36 Months upon fifty (50) Business Days written Notice which may take effect starting from the 37th Month. From the date of such Notice, you may give us twenty-five (25) Business Days' written Notice to end the Supply Contract on the day prior to that price variation.

## 8. INVOICES AND PAYMENT

- 8.1. We will send you invoices regularly (usually Monthly) for all Energy supplied to the Site(s) and any other amounts due under the Supply Contract. You must pay us all invoices raised under this Supply Contract using the Payment Method by the Payment Due Date; without set off, deduction or counterclaim (unless we have issued a credit note to you).
- 8.2. When you pay any amount to us you must include your contract reference (which is found on your Contract Data Sheet) and invoice number to enable us to allocate such payment to your account. If you fail to provide us with your contract reference, you hereby agree to reimburse us for any costs or expenses we incur as a result.
- 8.3. If we agree that you can pay us by Direct Debit and that Direct Debit is returned twice by your bank in any twelve (12) Month period, or where you cancel a Direct Debit mandate without our consent, you agree to pay us an administration fee of 2% of the total invoice amount in respect of each invoice which you do not pay by Direct Debit.
- 8.4. Where you fail to make payment by the Payment Method and by the Payment Due Date then we shall:
  - 8.4.1. be entitled to draw down on any Credit Support provided by you and require you to refresh that Credit Support in accordance with **Clause 9**;
  - 8.4.2. be entitled to Disconnect or Isolate your Supply via your Meter, we may do this remotely depending upon your Meter;
  - 8.4.3. be entitled to vary the terms of your Supply Contract on written Notice to you, including the Payment Method and the Payment Due Date;
  - 8.4.4. be entitled to terminate this Supply Contract in accordance with the provisions of **Clause 12.2**;

- 8.4.5. stop you from switching suppliers until any debt owed to us (including, for the avoidance of doubt, any sum under **Clause 2.8, 3.9 or 13.4**) is paid in full (not including Deemed Customers);
  - 8.4.6. issue legal proceedings against you to recover any monies owed or at our discretion, refer any unpaid invoices to any debt recovery agency to pursue and that we shall be entitled to charge you any costs we incur in recovering overdue sums from you, including any costs incurred from third party recovery agencies; and/or
  - 8.4.7. recover from you all costs, losses and expenses that we incur.
- 8.5. We may allocate any payment you make against any amount you owe to us. Where at any time we owe you a credit amount under this Supply Contract, we may use that credit amount to set off against any amounts you owe to us under this Supply Contract or any other contract you have with us.
  - 8.6. We will charge you interest in respect of any amount remaining unpaid by you after the Payment Due Date at the Bank of England Base Rate + 8%. This interest will accrue daily on late payments from the Payment Due Date until the date the payment is received. In addition, we may charge you up to £100 as compensation for costs incurred by us as a result of such late payment.
  - 8.7. Where we realise either during or after the expiration of the Term that one or more of the invoices were incorrectly calculated (for example, due to it being based on estimated Meter readings or if the Meter or Advanced Meter was not working correctly) then we shall be entitled to issue you with a further reconciliation Invoice in respect of the Supply (if applicable, in accordance with the Back Billing Rules) and this **Clause 8.7** shall therefore survive the End Date.

#### **DIFFICULTIES PAYING OR DISPUTE OF BILL**

- 8.8. It is important that you let us know if you are having financial difficulties so that we can assist you in finding a solution where possible. For information about our debt management services, email us at [SEUKL-Collections@shell.com](mailto:SEUKL-Collections@shell.com), or call us on 0330 094 9184.
- 8.9. Where any amount payable in accordance with this Supply Contract is the subject of a genuine and reasonable dispute, you agree to pay the undisputed amount in accordance with the payment provisions set out in this Supply Contract and to raise any dispute with us within ten (10) Business Days of receiving such invoice.
- 8.10. If after having fully reviewed your dispute and the information you have provided to us, we are still of the view that you owe us money, we will inform you of this in writing. You must pay us the outstanding amount within ten (10) Business Days from the date you are informed of our decision plus any interest accrued in respect of the outstanding amount in accordance with **Clause 8.6**, even if we raise a new bill for the outstanding amount which shows a different payment due date. If you still disagree with our decision that you owe us money, **Clause 20** (Complaints) sets out the procedure you should follow.

#### **9. CREDIT AND SECURITY COVER**

- 9.1. You agree to us checking your credit status with credit reference agencies and credit insurance providers before we offer any Supply, Product or service to you and during your Supply Contract. You consent to the use of your information by us and the sharing of such information with our credit partners and agencies.
- 9.2. If you are a partnership we may credit check all partners, or officers. If you are a limited company, we may check all of your directors.
- 9.3. We will record how you conduct your account including:
  - 9.3.1. details of what you pay and when;
  - 9.3.2. if you fail to pay a bill in full; and
  - 9.3.3. any outstanding debts due to us.

- 9.4. If, at any time either prior to the Intended Supply Date or during the Supply Period, your credit risk status deteriorates to any degree as deemed by us and/or as reported by one or more credit bureaux, or your account with us becomes overdue due to non-payment of Invoices(s), we may:
- 9.4.1. cancel the Supply Contract and we will not be liable for any costs which you incur;
  - 9.4.2. demand immediate payment of all overdue bill(s) (where Invoices are disputed **Clause 8.9** shall apply);
  - 9.4.3. on sending a written Notification to you, amend your payment terms,
  - 9.4.4. demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or
  - 9.4.5. demand that Credit Support (or increased Credit Support) shall be put in place within ten (10) Business Days of our demand.

Failure to meet any of the above conditions will be deemed a material breach and we may terminate the Supply Contract and **Clause 13** will apply.

- 9.5. If you provide Credit Support in the form of a security deposit, we will return any balance to you in accordance with **Clauses 13.6** to **13.7** after deducting any sums due to us. No interest will be paid on sums provided as security cover.

## 10. VOLUME TOLERANCE (THIS DOES NOT APPLY TO MICROBUSINESS CUSTOMERS)

- 10.1. Before entering into the Supply Contract, you have agreed with us your Annual Volume as shown in the Contract Data Sheet.
- 10.2. If your aggregate consumption in a Relevant Period at your Sites falls above or below the Relevant Volume for those Sites multiplied by the volume tolerance percentage as set out in your Contract Data Sheet ("**Tolerance**") you hereby agree to pay us a charge ("**Tolerance Charge**") which will be calculated as follows:

- a. where your aggregate actual consumption in a Relevant Period at your Sites is less than or equal to the Relevant Volume for the Relevant Period for those Sites minus the Tolerance you must pay to us the Tolerance Charge calculated in accordance with this clause as follows:

$$\text{Tolerance Charge} = \text{VTBx(ER-SSP)}$$

- b. where your aggregate actual consumption in a Relevant Period at your Sites is greater than or equal to the Relevant Volume for the Relevant Period for those Sites plus the Tolerance you must pay to us the Tolerance Charge calculated in accordance with this clause as follows:

$$\text{Tolerance Charge} = \text{VTAx(SBP-ER)}$$

Where:

- "AC" is the aggregate of all your actual Energy consumption for the Relevant Period (in kWh)
- "ER" is the time weighted average of the Energy Rate for such Sites for each half hourly period during the Relevant Period (in p/kWh)
- "RV" is the Relevant Volume of your Sites for the Relevant Period
- "T" is the Tolerance
- "SBP" is:
  - for electricity, the time weighted average of the System Buy Price (as defined in the BSC) for each half hourly period during the Relevant Period (in p/kWh)
  - for gas, the System Marginal Buy Price (as defined in the Transportation Principal Document) for each day during the Relevant Period

- “SSP” is:
  - for electricity, the time weighted average of the System Sell Price (as defined in the BSC) for each half hourly period during the Relevant Period (in p/kWh)
  - for gas, the System Marginal Sell Price (as defined in the Transportation Principal Document) for each day during the Relevant Period
- “VTA” is the actual volume above the tolerance, calculated as follows:  $AC - RVx(1+T)$
- “VTB” is the actual volume below the tolerance, calculated as follows:  $RVx(1-T) - AC$

10.3. If we supply both gas and electricity to you, we will calculate and invoice the Tolerance Charge separately in relation to each commodity.

10.4. We will be entitled to recover any Tolerance Charge by including it in any Invoice issued to you.

10.5. You agree that the Tolerance Charge is a genuine pre-estimate of the losses, costs and expense that we would otherwise suffer.

## 11. RENEWING THIS SUPPLY CONTRACT

11.1. This Supply Contract shall automatically expire on the End Date.

11.2. We may Notify you in writing of the end of your Supply Contract before the End Date and shall provide you with the charges and terms that would apply to your Supply Contract for a period commencing immediately following the End Date, if we were to keep providing the Supply. You may accept these charges and offer to enter into a new supply contract from the End Date as further set out in the Notice by signing the new Contract Data Sheet or you may reject our offer to renew. If you do not sign the new Contract Data Sheet or we do not countersign it, the Supply Contract shall expire on the End Date and the provisions of **Clause 11.4** shall apply.

11.3. Where we enter into another supply contract with you under **Clause 11.2**, we shall continue to Supply Energy to you after the End Date for the period agreed between us, subject to the refreshed pricing and, if applicable, our updated Supply Contract terms.

11.4. Where your Supply Contract expires and you do not enter into another supply contract with us then you may move to another supplier. You agree that after the End Date the terms of this Supply Contract shall continue to apply to any further Supply we provide to you, although we shall be entitled to charge you for that Supply at our Extended Supply Rates until either another supplier has been Registered as the supplier of all of the Metering Points or until you have entered into another supply contract with us.

### ENDING THE CONTRACT

11.5. If we continue to provide the Supply to you following the End Date, but you have not renewed the Supply Contract in accordance with **Clause 11.2**, then we may at our discretion:

11.5.1. continue to Supply you at our Extended Supply Rates in accordance with **Clause 11.311.4**; and/or

11.5.2. apply to have your Site(s) Disconnected or De-energised in the case of electricity or in the case of gas Isolated or arrange for Metering Point Withdrawal in respect of the Site(s).

## 12. TERMINATION OF THE SUPPLY CONTRACT

12.1. The Supply Contract will terminate with immediate effect where we cease to hold a relevant Licence, from the date on which we cease to hold that Licence.

12.2. We may terminate the Supply Contract, at our sole discretion, with immediate effect (at no liability to us) in the following circumstances:

12.2.1. you suffering an Insolvency Event;

- 12.2.2. your financial position deteriorates such that, in our reasonable opinion, you may become incapable of fulfilling your obligations under this Supply Contract;
  - 12.2.3. where there is a change to an Industry Agreement or applicable law which prevents us from providing the Supply to you under this Supply Contract;
  - 12.2.4. you fail to pay any sums due under the Supply Contract by the Payment Due Date;
  - 12.2.5. you are in material breach of the Supply Contract or in breach of any warranty given under the Supply Contract;
  - 12.2.6. we have become entitled to terminate any other contract you have with us;
  - 12.2.7. when a Last Resort Supply Direction is given to any other supplier in relation to your Site; (s);
  - 12.2.8. you fail the Shell plc counterparty screening process which will be repeated throughout the Term; and/or
  - 12.2.9. you fail to provide the Initial Credit Support or any Credit Support subsequently required during the Term in full by the due date specified.
- 12.3. We may give written Notice to you to terminate the Supply Contract in its entirety or, at our sole discretion, in respect to one or more Site(s), where:
- 12.3.1. we are unable to register the Metering Point for the Site(s) within twenty-five (25) Business Days of our first attempt to register the Site(s);
  - 12.3.2. you are in material breach of the Connection Agreement for a Site;
  - 12.3.3. the Network Operator (or their agent) Isolates or Disconnects the Meter or Advanced Meter at the Site; and/or
  - 12.3.4. we De-energise, Isolate, Disconnect or subject to a Metering Point Withdrawal a Metering Point in accordance with these Terms and Conditions.
- 12.4. You will Notify us as soon as is reasonably practicable (and in any event within ten (10) Business Days) if at any time Control of you or a (direct or indirect) holding company is acquired by any person or group of connected persons (as defined in s.1122 and 1123 of the Income and Corporation Taxes Act 2010) that did not have Control of you or such holding company at the Effective Date. Should you or a (direct or indirect) holding company be subject to such a change in control then we may give written notice to you to terminate the Supply Contract in its entirety.

### **13. CONSEQUENCES OF TERMINATION**

- 13.1. Following the termination of this Supply Contract for whatever reason, then we shall be entitled, in respect of all or one or more Sites and at our sole discretion, to arrange for the Metering Points to be De-energised, Isolated, Disconnected or arrange a Metering Point Withdrawal in relation to a Metering Point, it being recognised that you must provide us with Access for this purpose and that we shall be entitled to recover from you the costs we incur in undertaking the De-energisation, Isolation or Disconnection procedure. You further recognise and agree that where following such De-energisation, Isolation, Disconnection or Metering Point Withdrawal you require the Metering Points to be re-established or re-registered, you shall reimburse us in full for any costs we incur in arranging these processes.
- 13.2. You must pay us for all Energy in relation to the period up to the End Date. You must also pay us for any Energy you use) after the End Date until all your Metering Points are Registered with another supplier or are De-energised, Isolated, Disconnected or subject to a Metering Point Withdrawal.
- 13.3. Subject to **Clause 8.9**, on termination of the Supply Contract for any reason you must immediately pay all of our outstanding unpaid bills and interest. We will send you your final Invoice(s) as soon as reasonably practicable. Your final Invoice(s) will be based on the closing Meter read or, where appropriate, the terms of

**Clause 7.4** shall apply. Where a Metering Point has transferred to another supplier the closing Meter read will be provided to us by your new supplier or the Network Operator. The final Invoice(s) will also include any other costs reasonably incurred by us in the performance of the Supply Contract.

- 13.4. If the Supply Contract is terminated for any reason other than a repudiatory breach of the Supply Contract by us, we may charge you a termination fee (as set out below) to recover any reasonable costs that we incur as a result of the early termination of the Supply Contract.

The termination fee will be an administration fee of £150 for Non-Half Hourly (NHH) electricity supplies or Gas Supply Metering Points or £250 for Half Hourly (HH) electricity supplies plus, in our sole discretion:

13.4.1. our Management Charge for the volume of Energy which would have been supplied (based on previous Supply at the Site and / or industry data) for the relevant Site(s) for the period from termination until the End Date; and

13.4.2. an amount equal to:

13.4.2.1. (for the period prior to termination) the amount by which the total price we sold the Energy and / or renewable certificates to you was less than the total cost at which we forward purchased them on the Effective Date; plus

13.4.2.2. (for the period after termination to the End Date) any losses, costs or expenses incurred by us in selling any Energy and / or renewable certificates that was forward purchased for you back to the UK energy markets on the date of termination.

At our discretion, we may calculate our loss by reference to the relevant UK energy market prices published by Argus Media Group for the Effective Date and / or the date of termination (as applicable).

- 13.5. Any termination or expiration of this Supply Contract shall be without prejudice to:

13.5.1. the rights and remedies which have accrued to either party prior to the Expiry Date, or

13.5.2. the validity of any provision of this Supply Contract which expressly or implicitly are intended to be or remain in force after such termination or expiry.

- 13.6. If there is a credit balance on your account after having taken into account and deducting any sums that you owe us under or connection with the Supply Contract and any relevant Credit Support, we will take reasonable steps to contact you to return any such credit balance using the contact details we have. You must ensure we have your up-to-date contact details.

- 13.7. If we have taken reasonable steps to contact you (as set out in **Clause 13.6**) and twenty-four (24) Months have passed since we first tried to contact you to return the credit balance we are under no obligation to continue attempts to contact you in this regard. As such we will no longer be obliged to return any such credit balance (but we may, at our discretion, permit you to claim such credit balance if you provide us with such evidence so that we can verify your identity and that the credit balance belongs to you).

- 13.8. If we believe the Meter reading you give us at the end of the Supply Contract is not accurate, we may change your final Invoice(s) to include any Energy used until the first actual Meter reading we take at the Site(s) after the Supply Contract has ended. We or someone acting on our behalf may visit the Site(s) to check how much Energy you have used.

## **14. LIMITATION OF LIABILITY**

- 14.1. Nothing in this Supply Contract shall or shall be deemed to exclude or limit either party's liability for:

14.1.1. death or personal injury caused by that party's negligence or the negligence of that party's employees or agents; or

14.1.2. fraudulent misrepresentation or fraud.

- 14.2. Subject to **Clause 14.1** we shall not be liable to you, in contract, tort (including negligence), breach of statutory duty or otherwise, for any of the following:
- 14.2.1. indirect or consequential loss; or
  - 14.2.2. actual or expected profit or savings; or
  - 14.2.3. loss of opportunity, income, data, information, reputation, goodwill or business (neither shall we be liable for any business interruption); or
  - 14.2.4. any loss or damage due to circumstances outside of your or our control, including any Force Majeure Event; or
  - 14.2.5. loss caused by your failure to comply with your obligations responsibilities under the Supply Contract; or
  - 14.2.6. any loss caused by your failure to comply with any reasonable instruction issued to you under or in connection with this Supply Contract; or
  - 14.2.7. loss or damage caused by the Network Operator (though we will pass on to you any amount we recover from them on your behalf).
- 14.3. Subject to **Clause 14.1** and **Clause 14.2**, our total aggregate liability to you in respect of all losses or unjust enrichment arising under or in connection with the Supply Contract, whether in contract, tort (including negligence), breach of statutory duty, the law of restitution or otherwise, will under no circumstances exceed £100,000.
- 14.4. We shall not be liable to you if the Supply has been stopped due to a shut down or interruption caused by the Network Operator, in an emergency or on the order of direction of the Authority or the Secretary of State under the Industry Agreements.

## 15. FORCE MAJEURE

- 15.1. Save in respect of your obligation to pay the Charges, neither of us shall be liable for fulfilling our respective obligations under this Supply Contract if that failure is directly due to a Force Majeure Event, provided that the party affected by a Force Majeure Event shall Notify the other of the Force Majeure Event as soon as is reasonably practicable from the date of the event occurring.
- 15.2. On the occurrence of a Force Majeure Event, the Supply Contract will remain in full force and effect, but the obligations of the party affected by the Force Majeure Event will be suspended without liability for the duration of Force Majeure Event.
- 15.3. Whichever of us is claiming relief due to a Force Majeure Event shall use reasonable endeavours to mitigate and/or remedy the effects of the Force Majeure Event as soon as possible.

## 16. EXTRA CONDITIONS FOR ELECTRICITY SUPPLY CONTRACTS

### NATIONAL TERMS OF CONNECTION

- 16.1. Other than when there is a pre-existing agreement between you and the relevant Network Operator, the Supply Contract is subject to the National Terms of Connection (NTC).
- 16.2. Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of

your network operator or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1<sup>st</sup> Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or visit [connectionterms.co.uk](http://connectionterms.co.uk).

## HALF HOURLY METERS

- 16.3. Where Sites have a Maximum Demand of 100 kW or more and require a Half Hourly Meter, you must ensure you install an appropriate Metering System (including communication equipment). With effect from the date of such installation we will terminate any existing Supply Contract and provide you with a new Supply Contract. We may charge you all costs reasonably incurred for failure to ensure such provision. The provisions of **Clauses 6.15 to 6.17** shall apply to such Half Hourly Meter.

## 17. EXTRA CONDITIONS FOR GAS SUPPLY CONTRACTS

- 17.1. In addition to the conditions of **Clauses 1 and 2.4**, our obligation to Supply is conditional upon you providing us with Emergency Contact Details as required in accordance with the Uniform Network Code, and you shall Notify us immediately of any changes to the Emergency Contact Details. You agree to cooperate with any exercises carried out by us or the Network Operator to update Emergency Contact Details or test gas emergency procedures.
- 17.2. We must tell each other as soon as possible if either of us receive notice from a Network Operator of maintenance which may limit the amount of gas you can take at any Metering Point.
- 17.3. The Network Emergency Coordinator (as defined in the Gas Safety (Management) Regulations 1996), a Network Operator or we will tell you, as soon as possible, when an emergency has begun and when it ends.
- 17.4. In an emergency, you must immediately follow any instructions the Network Emergency Coordinator, a Network Operator or we give you to reduce the amount of gas you take at any Metering Point or to stop taking gas completely. Any Network Operator and we will be entitled to take any action considered necessary to stop or limit the Supply of gas to any Metering Point. This will take priority over any of our other responsibilities under this Supply Contract.
- 17.5. If we receive a direction made pursuant to any Gas Industry Agreement which prevents us from supplying gas to you, or limits the amount of gas we can Supply, for as long as the direction is in force:
- 17.5.1. we will be entitled to end or limit the gas Supply at any Metering Point; and
- 17.5.2. if instructed by us you must immediately stop taking gas completely or limit the amount of gas you take.
- 17.6. If you are entitled to compensation from a Network Operator or another organisation under these emergency conditions, we will take all reasonable steps to support you in claiming this compensation. You will pay any reasonable costs that we incur in doing this.
- 17.7. You recognise and agree that at all times during the Supply Period you shall make sure that all gas taken passes through a Meter at each Metering Point and you will be responsible for any gas escapes between a Meter and the relevant Site.
- 17.8. You will before signing the Contract Data Sheet, and at any time thereafter in advance of any change to any of the circumstances set out below:
- 17.8.1. inform us if you have any Meter Bypasses installed at any of your Metering Points, and get our written permission before you install any new Meter Bypasses;
- 17.8.2. inform us if you have or use or, at any time intend to have or intend to use any onsite gas production or gas fired power generation at any Site during the Supply Period, or have entered into or intend at any time during the Supply Period to enter into supply agreements where gas supply is provided subject to commercial reward for reducing gas demand in respect of any Site, and you shall provide us with any related information which we may reasonably require including in respect of equipment type, load,

capacity and consumption details, and that where you breach this requirement you recognise that we shall be entitled to terminate this Supply Contract (either in respect of the Site or in its entirety) in accordance with **Clause 12.2**;

17.8.3. inform us if you already have gas-boosting, compression or mixing equipment installed at any Metering Point, and give us at least twenty-five (25) Business Days' written Notice before you install this type of equipment on any Metering Point. If required you must provide reasonable evidence that you have installed and are using equipment that prevents any engine, compressor or equipment that uses compressed air or Gas on your Site from causing inconvenience to other local Metering Points on the Network;

17.8.4. inform us if capacity at any of the Sites is currently or will be Interruptible at a future date and provide us with any details we need in relation to any such Interruptible capacity. You must Notify us within two (2) Business Days of becoming aware of any changes to the Interruptible status of any Sites and provide us with any details we need; and

17.8.5. provide all information we reasonably request about a Metering Point within a reasonable timescale.

17.9. Other than where the Meter is owned by the Network Operator or us you will, at your own expense, keep the Meter in proper order for correctly registering the quantity of gas in accordance with the Act. Failure to meet your responsibilities may result in Isolation of the Supply by the Network Operator or us.

17.10. We will always appoint a Meter Reading Agent of our choice and unless otherwise agreed with you in writing, a Meter Asset Manager of our choice.

17.11. You must not remove or replace any Meter that is part of a sub deduct arrangement without our prior written agreement.

17.12. We may change the Charges or pass through additional costs when you substitute gas with an alternative fuel other than:

17.12.1. during periods of Supply interruption as part of an Interruptible agreement with your Network Operator; or

17.12.2. when your Supply has been temporarily Isolated in accordance with an instruction by your Network Operator for emergency or safety reasons or for reasons of maintenance or repair to the Network, in accordance with industry regulations; or

17.12.3. by prior agreement with us.

17.13. We will not be failing our duty to supply gas to a Metering Point if you have to reduce the amount of gas you take at your Metering Points, or to stop taking gas completely, because of:

17.13.1. actions taken, or instructions given, by a Network Operator;

17.13.2. the Meter Asset Manager, Meter Reading Agent, we or any associated contractors installing, maintaining, inspecting, testing, repairing, replacing, or upgrading the Meter, while such works are being undertaken;

17.13.3. lawful Isolation of any part of the Metering Point;

17.13.4. any part of the Metering System failing or being faulty;

17.13.5. you exceeding the Supply Offtake Quantity; or

17.13.6. the Network being maintained or an emergency existing.

17.14. We may arrange for the Isolation of the supply of gas at any Metering Point by giving you Notice in any of the following circumstances:

17.14.1. if in our reasonable opinion, Isolation of the Metering Point is necessary to avoid danger or damage to any person or property;

- 17.14.2. to allow the Network Operator to inspect, maintain, repair or alter any part of the Distribution System;
  - 17.14.3. if any of the circumstances in **Clause 12.1 to 12.3** (Termination) apply (whether or not this Supply Contract is terminated);
  - 17.14.4. if this Supply Contract is terminated or the Metering Point is removed from this Supply Contract; or
  - 17.14.5. if you request us to Isolate the Metering Point.
- 17.15. We may arrange for a Metering Point Withdrawal in respect of any Metering Point by giving you Notice in any of the following circumstances:
- 17.15.1. if any of the circumstances in **Clause 12.1 to 12.3** (Termination) apply (whether or not this Supply Contract is terminated);
  - 17.15.2. if this Supply Contract is terminated or the Metering Point is removed from this Supply Contract; or
  - 17.15.3. if you request us to arrange a Metering Point Withdrawal in respect of the Metering Point.
- 17.16. We reserve the right to Isolate any Metering Point or arrange a Metering Point Withdrawal where no gas is used for a consecutive period of six (6) Months and the Network Operator may remove the means of Supply from an isolated Metering Point which has not been re-established after twelve (12) Months. You will be liable for all costs reasonably associated with any Isolation, removal or Metering Point Withdrawal.
- 17.17. We will, where it is reasonably practicable, give you no less than twenty (20) Business Days' prior written Notice of the Isolation of or Metering Point Withdrawal in respect of any Metering Point.

## **18. COMPLIANCE AND ANTI-BRIBERY**

- 18.1. You must observe strictly all instructions as to the carrying out or ceasing of the activities contemplated by this Supply Contract given to you by us for a specific or indefinite period to ensure that we can comply with all applicable legal and regulatory requirements.
- 18.2. You must:
- 18.2.1. have and maintain in place throughout the Term adequate policies and procedures to ensure compliance with the Bribery Act 2010 and enforce them where appropriate;
  - 18.2.2. not do, nor omit to do anything, nor permit anything to be done by any other party, which is an offence, or which may be deemed to be an offence under the Bribery Act 2010; and
  - 18.2.3. Notify us immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with the Supply Contract has contravened or may contravene the Bribery Act 2010.
- 18.3. You acknowledge that we adhere to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.
- 18.4. We will both take such steps as necessary prior to the Effective Date and during the Term to prevent, detect and identify money laundering and terrorist financing in connection with this Supply Contract which shall include, (but need not be limited to), the following:
- 18.4.1. maintaining an effective anti-money laundering and counter terrorist financing regime, including detection, prevention, identification and appropriate responses;
  - 18.4.2. maintaining an effective anti-money laundering and counter terrorist financing regime that complies with the regulatory requirements, and applicable laws, including checking financial sanctions lists;
  - 18.4.3. operating a structure, procedures and mechanism for immediately reporting suspicious activity, to the extent permitted by law, through a secure reporting mechanism to a representative of each party (as nominated by that party in writing to the other party from time to time).
- 18.5. If at any time you:

- 18.5.1. contravene any applicable Sanctions;
- 18.5.2. are or become listed on, or owned or controlled by (whether directly or indirectly) or act on behalf of a person listed on a Sanctions List;
- 18.5.3. are or become resident, domiciled or located in, or incorporated or organised under the laws of, a Sanctioned Territory;
- 18.5.4. are or become otherwise identified by a Sanctions Authority as being subject to Sanctions; or
- 18.5.5. operate or have dealings in a Sanctioned Territory where such operations or dealings contravene applicable Sanctions,

you will be deemed to be in material breach of this Supply Contract that is not capable of being remedied and we shall have a right to terminate this and any other Supply Contract between the parties immediately.

- 18.6. Where either of us fails to comply with this clause, that party will be deemed to be to be in material breach of this Supply Contract that is not capable of being remedied and the other party shall have a right to terminate this and any other Supply Contract between the parties immediately.

## 19. USING PERSONAL INFORMATION

- 19.1. You acknowledge and agree that with regard to the Personal Data processed under **Clause 19.2**, we will be acting as a Controller.
- 19.2. You recognise and agree that during the Term we may:
  - 19.2.1. monitor and record any communications we make with each other in relation to the Supply, including but not limited to, phone conversations and e-mails;
  - 19.2.2. obtain any information we reasonably require in relation to you, your Site(s) or the Supply from relevant industry parties, to enable us to fulfil our obligations to you under this Supply Contract;
  - 19.2.3. undertake searches at licensed credit reference or fraud prevention agencies for information on your business, or where you are a sole trader or a partner in a non-limited liability partnership, on you personally; and
  - 19.2.4. where required by Industry Agreements, legislation in force, the Authority and any other competent authority, pass information you have provided to us to third parties and you agree to indemnify us in respect of all costs, losses or expenses we incur as a result of that information being incorrect, incomplete or insufficient.
- 19.3. Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when Processing Personal data in connection with the Supply Contract. Such Processing shall be in respect of the following:

<b>Categories of Data Subjects</b>	Our employees and your employees.
<b>Types of Personal Data</b>	Names, email addresses, phone numbers and any other contact details as necessary to supply and receive the services described in the Supply Contract.
<b>Purpose and nature of processing</b>	To provide and receive the services described in the Supply Contract.
<b>Duration</b>	For the duration of the Supply Contract, and for such period afterwards as we may each deem reasonably necessary in accordance with Data Protection Laws.

- 19.4. If either party receives any complaint, notice or communication which relates to the Processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if either party's Personal Data processed in connection with the Supply Contract is subject to a Personal Data breach (as

defined in the UK GDPR), it shall immediately Notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or Personal Data breach.

- 19.5. Where you provide us with, or allow us access to Personal Data relating to any living individual (hereafter called 'Data Processing Activities'), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will Notify the individuals of these Data Processing Activities and the existence of our Privacy Notice at <https://uk.shellenergy.com/privacy> each time you provide them with your privacy notice.

## 20. COMPLAINTS

- 20.1. If we do make a mistake, we want to deal with the problem as soon as possible. You can find details of our complaints handling process on our website at <https://uk.shellenergy.com/>, or please call us on 0330 088 2679.
- 20.2. If you are a Microbusiness Customer and are still unhappy after following our complaints procedure you can refer your complaint to the Ombudsman Services: Energy ([ombudsman-services.org/energy](http://ombudsman-services.org/energy)), if:
- 20.2.1. your complaint has not been resolved after eight (8) weeks; or
  - 20.2.2. we have sent you our final response to your complaint (referred to as a 'Deadlock Letter') and you are still unhappy.

There is no charge to you for contacting the Ombudsman and, if you choose to accept it, their decision is legally binding on us.

## 21. OTHER INFORMATION

- 21.1. Entire Agreement: This Supply Contract forms the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 21.2. Law and Jurisdiction: This Supply Contract shall be interpreted in accordance with English law. No legal proceedings in respect of the Supply Contract shall be brought or conducted outside England and Wales.
- 21.3. Agents: These Terms and Conditions also apply where we act as agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate
- 21.4. Transfer of Rights: An assignment, sub-contracting or novation by a party of all or part of this Supply Contract requires the written consent of the other party, except that we may assign or sub-contract all or part of this Supply Contract to a member of the Shell group without your consent by giving written Notice to you. However, we may only transfer the obligation to make the Supply to you to a party who has a Supply Licence.
- 21.5. Waiver: A provision of this Supply Contract is not waived unless made in writing by an authorised representative of the waiving party. The waiver of a right or the partial exercise of a remedy does not limit a party's entitlement to exercise such right or remedy in the future.
- 21.6. Invalidity: If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of this Supply Contract shall continue in full force and effect.
- 21.7. Notices: Any notice which you send to us must be in writing and sent to: Shell Energy UK Limited Elder House, 3rd Floor 586-592 Elder Gate Central Milton Keynes MK9 1LR, or by email to [SEUKL-contactus@shell.com](mailto:SEUKL-contactus@shell.com).
- 21.7.1. Your Notice must include your contract reference, otherwise your Notice will not be deemed to have been received by us.
  - 21.7.2. We may send Notices under this Supply Contract to you by post, courier, or guaranteed or special delivery service, or by email to the last known email address that you have provided to us. Notices may also be delivered by hand.

21.7.3. Notices will be considered to have been received as follows:

- 21.7.3.1. if sent by post, it will be deemed to have been received two (2) Business Days after it was sent;
- 21.7.3.2. if sent by courier or guaranteed or special delivery service, it will be deemed to have been received on the date when it is recorded as having been delivered and signed for;
- 21.7.3.3. if sent by email, it will be deemed to have been received that day (unless received outside our normal business hours in which case it will be deemed to have been received on the next Business Day);
- 21.7.3.4. if delivered by hand, it will be deemed to have been received that day (unless received outside our normal business hours in which case it will be deemed to have been received on the next Business Day).

21.8. No Third-Party Rights: Only the parties to this Supply Contract can enforce it: the Contract (Rights of Third Parties) Act 1999 does not apply to it.

21.9. Amendments: We reserve the right to change these Terms and Conditions, and this Supply Contract at any time by Notice in writing to you (including by email or via our customer portal). We will inform you of any changes by sending you updated Terms and Conditions or by telling you that the updated Terms and Conditions are available to you via our website. If there is a change to any applicable law, regulation or industry agreement we may amend the Supply Contract, including the Charges, as is reasonably necessary to reflect such changes.

21.10. Violence, aggression or abuse: You shall not, and shall ensure that your employees, workers and representatives shall not act in an abusive, demeaning or discriminatory manner towards our employees (whether in speech or in writing).

## 22. DEFINITIONS

22.1. In this Supply Contract the following terms have these meanings:

<b>“Access”</b>	unobstructed, safe, timely and reasonable access to a Metering Point and / or a Site (including providing any form of assistance that we may reasonably require) subject to your reasonable requirements as to Site security and health and safety, which you shall notify us of in writing;
<b>“Act”</b>	the Electricity Act 1989 and the Gas Act 1986 in either case as amended;
<b>“Advanced Meter”</b>	metering equipment, other than a Half Hourly Meter, that provides Agents with the ability to obtain details of your consumption remotely.
<b>“Annual Volume”</b>	for electricity and gas is the value shown on the Contract Data Sheet as kWh per annum for all Sites
<b>“Authority”</b>	the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem);
<b>“Back Billing Rules”</b>	the rules by which we will recover Charges, from a Microbusiness Customer, for a period not billed or billed inaccurately and which is governed by the supply Licence conditions concerning back billing under which we will only bill or recover charges for Energy consumed or Charges accrued within: <ul style="list-style-type: none"><li>a. a period not greater than twelve (12) Months prior to the date of the Bill;</li><li>b. or a period greater than twelve (12) Months prior to the date of the Bill where:</li></ul>

- i. as a result of any obstructive or manifestly unreasonable behaviour by you, we are unable to produce an accurate Bill for the Energy consumed; or
- ii. Ofgem issue direction or guidance that does not prevent us from recovering charges for a period greater than twelve (12) Months;

For the avoidance of doubt, the restriction in (a) above does not prevent us seeking repayment of a Bill which was produced in accordance with the supply Licence conditions concerning back billing but remains unpaid after twelve (12) Months;

<b>“Balancing and Settlement Code”</b>	the code of that name brought into force pursuant to the Utilities Act 2000 as modified from time to time, “BSC” shall be construed accordingly;
<b>“Business Day”</b>	has the meaning given to the term “Business Day” in Section 64 of the Act: “day” means a period of 24 hours (or other such number as may be relevant in the case of changes for daylight saving) ending at 1200 midnight, “year” means calendar year;
<b>“Capacity”</b>	the total amount of energy you may consume at a Metering Point in any given period as agreed with the relevant Network Operator: (a) in the case of electricity this is known as Authorised Supply Capacity (ASC); (b) In the case of gas, this is known as your Standard Off- Take Quantity (SOQ);
<b>“Charges”</b>	the charges referred to in the Contract Data Sheet as varied in accordance with these Terms and Conditions and all costs, charges (including non-commodity charges and standing charges) and expenses set out in the Supply Contract;
<b>“Climate Change Levy” (CCL)</b>	<p>an environmental tax on your company’s electricity and gas use levied at the rate from time to time imposed, pursuant to the Finance Act 2000 and any regulations made thereunder or in connection with such charge. Businesses that pay the standard rate of VAT (20%) are also charged the CCL, although there are exceptions. Businesses that meet the minimal use requirements and are charged the reduced rate of VAT (5%) don’t pay the CCL.</p> <ul style="list-style-type: none"> <li>• For electricity, this means using an average of less than 33 kWh per day (1,000 kWh per Month)</li> <li>• For gas, this means using an average of less than 145 kWh per day (4,397 kWh per Month);</li> </ul>
<b>“Connection Agreement”</b>	the agreement with the applicable Network Operator setting out the terms on which the Site is connected to the relevant Network through one or more Metering Points;
<b>“Contract Data Sheet”</b>	our statement of Charges and other terms and conditions applicable to the Supply of energy to your Metering Points during an Supply Period;
<b>“Credit Support”</b>	the Initial Credit Support and any subsequent credit support (if any) we require from you during the Term to enable us to provide you with the Supply, which shall be provided to us in the form, amount and by the date stated in any request for such credit support;
<b>“Data Collector”</b>	appointed to provide data retrieval and/or data processing services;
<b>“Data Protection Laws”</b>	any applicable laws and regulations relating to the use or processing of personal data including: (i) EU Regulation 2016/679 (“GDPR”); (ii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the UK, the Data Protection Act 2018 (“DPA”) and the applied GDPR as defined in the DPA, being the GDPR as applied by Chapter 3, Part 2, DPA); and (iv) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in

the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); in each case, as updated, amended or replaced from time to time; and the terms Data Subject, Personal Data, Processing, Processor and Controller shall have the meanings set out in the UK GDPR;

<b>“De-energisation”</b>	the taking of steps to stop the flow of electrical current from the Network to the Site, and De-energised and De-energise shall be construed accordingly;
<b>“Deemed Contract”</b>	a contract deemed to exist between us a result of you using the Energy at a site we supply in the circumstances described at <b>Clause 3.11</b> ;
<b>“Deemed Customer”</b>	Customer with whom we have a Deemed Contract;
<b>“Deemed Rates”</b>	the rates and charges of that name published from time to time by us (available at <a href="https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates">https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates</a> ) in accordance with Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable;
<b>“Disconnect”, “Disconnection” or “Disconnected”</b>	the permanent removal of a meter, cabling and service from the Site(s);
<b>“Effective Date”</b>	the date on which we agree to Supply you on the terms of this Supply Contract, being the date on which we sign the Contract Data Sheet where the Contract Data Sheet has previously been signed by you and returned to us;
<b>“Electricity Industry Agreement”</b>	any code or agreement or other legally binding obligation imposed on or which it is necessary for us to enter into and comply with to enable us to provide Supply, including the Act, directives issued under the Act, statutory instruments, Ofgem directions or guidance, our Supply Licence, the Balancing and Settlement Code, the Grid Code, the Distribution Code, the Master Registration Agreement, the Connection and Use of System Code, the Distribution Connection and Use of System Agreement, the Meter Regulations in each case, as amended, varied, supplemented or replaced from time to time;
<b>“Emergency Contact Details”</b>	for gas only, details of Emergency Contacts who, between them, are available 24 hours a day, seven (7) days a week and 365 days a year to arrange for a Site to stop taking gas where so directed by us or your Network Operator in order to avert or diminish the effect of a gas supply emergency;
<b>“Emergency Contacts”</b>	for gas only, where Site(s) are not manned 24 hours a day, three (3) contact names and job titles each with up to three (3) telephone numbers. If a site is manned 24 hours a day, only one emergency contact need be provided. Sites with an AQ of > 1,464,000 kWh must also provide one fax number; this need not be manned constantly but must be capable of receiving faxes 24 hours a day;
<b>“End Date”</b>	the date stated on the Contract Data Sheet or the date on which we stop providing Supply beyond the date outlined in the Contract Data Sheet;
<b>“Energy”</b>	electricity and/or natural gas, as appropriate;
<b>“Energy Rate”</b>	energy only element of the Charges, being the demand weighted rates for Energy. The energy rate can be provided to you upon request;
<b>“Expiry Date”</b>	the earlier of the End Date or the date on which this Supply Contact expires in accordance with <b>Clause 2.2</b> of the Terms and Conditions or terminates in accordance with its terms;

<b>“Extended Supply Rates”</b>	the rates and charges that become applicable once your fixed term contract expires and you do not agree a new contract with us. They are subject to change and published by us from time to time, and available at <a href="https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates">https://uk.shellenergy.com/help/our-products/our-deemed-and-extended-supply-rates</a> ;
<b>“Force Majeure Event”</b>	any event or circumstances which is out of the control of either of us and which causes either of us to fail to perform any of our obligations under this Supply Contract, including without limitation acts of God, fire, earthquake, extreme weather conditions, natural disaster; terrorist attack, civil war, riot, nuclear contamination, chemical contamination, biological contamination, pandemic, armed conflict, impositions of sanction and/or widespread industrial action, it being recognised and agreed that a decline in your financial situation shall not constitute a Force Majeure Event
<b>“Gas Industry Agreement”</b>	any code or agreement or other legally binding obligation imposed on or which it is necessary for us to enter into and comply with to enable us to provide Supply, including the Act, directives issued under the Act, statutory instruments, Ofgem directions or guidance, our Supply Licence, our Shipper Licence, the Uniform Network Code, the Retail Energy Code, and the Meter Regulations in each case, as amended, varied, supplemented or replaced from time to time;
<b>“Half Hourly Meter”</b>	electricity only, metering equipment used to measure the consumption of electricity on a half hourly basis;
<b>"Industry Agreement"</b>	an Electricity Industry Agreement or a Gas Electricity Agreement as the case may be;
<b>"Initial Credit Support"</b>	the credit support (if any) we require from you prior to the Intended Supply Date to enable us to provide you with the Supply, which shall be provided to us in the form, amount and by the date stated on the Contract Data Sheet;
<b>“Insolvency Event”</b>	In respect of either party: <ul style="list-style-type: none"> <li>a suspending, threatening to suspend, ceasing or threatening to cease to carry on all or a substantial part of your business;</li> <li>b being deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or</li> <li>c receiving a winding up order or has an administrator, liquidator or receiver appointed over part or all of its business or takes any steps in connection with proposing a company voluntary arrangement, or a company voluntary arrangement is passed in relation to it.</li> </ul>
<b>"Intended Supply Date"</b>	the date outlined on the Contract Data Sheet as the date on which it is envisaged the Supply will commence in relation to each Site, subject to <b>Clause 2</b> of the Terms and Conditions;
<b>“Interruptible”</b>	gas offtake that may be subject to interruption by a Network Operator for the purposes in connection with the management of its pipeline system;
<b>“Invoice”</b>	an invoice or statement sent to you which may include details of your energy usage, what we’ve charged you, payments you have made to us and what you owe us;
<b>“Isolate”, “Isolated”, “Isolation”</b>	no Energy can flow directly or indirectly from a Network. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection;
<b>“Licence”</b>	a licence granted under the Act for the Supply, shipping or transportation of electricity or gas (as the case may be);

<b>“Management Charge”</b>	an amount equal to 15% of the Charges;;
<b>“Maximum Demand”</b>	electricity only, the product of twice the maximum number of kWh supplied in any half hour in the period(s) specified;
<b>“Meter”</b>	metering equipment installed at the Site to measure the Supply;
<b>“Meter Agent”</b>	a Meter Operator, Data Collector, data aggregator, or an agent appointed by us to provide Advanced Meter services;
<b>“Meter Asset Manager”</b>	any third-party appointed by either you or us in respect of the Meter in relation to its installation, replacement, repair or maintenance;
<b>“Meter Bypass”</b>	any flow of gas which does not pass through a Metering Point
<b>“Meter Operator”</b>	a person accredited and appointed pursuant to a Meter Operator Agreement who acts as meter operator in respect of metering equipment;
<b>“Meter Operator Agreement”</b>	an agreement between you and/or us (as the case may be) and a Meter Operator;
<b>“Metering Point”</b>	the point at which electricity or gas is metered prior to Supply to your Site(s), and at which title and risk in that Energy passes to you (excluding, for the avoidance of doubt, any sub-meters). There may be more than one Metering Point at each Site;
<b>“Metering Point Withdrawal”</b>	where we cease to be Registered at a Metering Point;
<b>“Metering System”</b>	any Meters (including automated meters), Advanced Meters, smart meters, data loggers, mains, pipes, telecommunications or any other related equipment at a Site for the purposes of measuring the quantity of Supply, or the collection, transmission and storage of data;
<b>“Meter Reading Agent”</b>	any third-party appointed by either you or us in respect of the reading or data collection from a Meter;
<b>“Microbusiness Customer”</b>	<p>an Energy consumer who:</p> <ol style="list-style-type: none"> <li>a. has an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or</li> <li>b. has fewer than ten (10) employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros two (2) million.</li> </ol> <p>This is consistent with Ofgem’s definition of a microbusiness as set out in the Ofgem Supply Licence Conditions</p> <p>For the avoidance of doubt a customers microbusiness status will only be applicable on the basis of the specific fuel (gas or electricity) supplied under this Supply Contract.</p>
<b>“Month”</b>	a calendar month;
<b>“National Terms of Connection” or “NTC”</b>	the NTC is a legal agreement that sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or business. If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association (ENA), 6th Floor, Dean Bradley House, 52

Horseferry Road, London SW1P 2AF: hone 0207 706 5100, or see the website at [connectionterms.co.uk](http://connectionterms.co.uk);

<b>“Network”</b>	the local licenced electricity or gas network, as applicable;
<b>“Network Operator”</b>	in respect of a Metering Point, the operator of the Network;
<b>“Notice”, “Notify”, “Notification”, “Notified”</b>	where information is required it must be sent to the Notice Address;
<b>“Notice Address”</b>	for Notices from us to you, your registered office address or any replacement address nominated by you for Notices from us to you, the address indicated in the Contract Data Sheet or any replacement address nominated by us;
<b>“Ofgem”</b>	see definition for Authority;
<b>“Payment Due Date”</b>	unless otherwise stated on the Contract Data Sheet, the date thirty (30) days after the date of our invoice;
<b>“Product”</b>	a product which we offer to you from time to time in accordance with these Terms and Conditions and the Product Schedule;
<b>“Product Schedule”</b>	the terms and conditions which apply to a Product in addition to these Terms and Conditions and which will generally be a schedule to the Contract Data Sheet, including fixed energy plan terms, blend and extend and any other product terms which we offer to you from time to time in accordance with these Terms and Conditions;
<b>“Register”, “Registered”, “Registration”</b>	registration of Metering Points to a supplier in accordance with industry regulations;
<b>“Related Metering Point”</b>	shall have the meaning given to it in the Retail Energy Code (at <a href="https://www.retailenergycode.co.uk/">https://www.retailenergycode.co.uk/</a> );
<b>“Relevant Period”</b>	where the Supply Period is: <ul style="list-style-type: none"><li>• less than twelve (12) Months, the Supply Period</li><li>• is greater than twelve (12) Months, every twelve (12) Months from the Intended Supply Date and any lesser period from the end of the last such twelve (12) Month period to the End Date;</li></ul>
<b>“Relevant Volume”</b>	the estimated consumption of electricity and / or gas for each Relevant Period as determined by us (allocating your Annual Volume across each Relevant Period using your historic consumption and / or industry profiles);
<b>“Sanctions”</b>	any laws or regulations relating to economic or financial sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;
<b>“Sanctions Authority”</b>	the UK and the United Nations (UN) [and any other governmental authority with jurisdiction over you (or any part of your business or operations), and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities, including (without limitation) the UN Security Council, Her Majesty's Treasury and the UK's Office of Financial Sanctions Implementation and Department of International Trade;
<b>“Sanctions List”</b>	any of the lists issued or maintained by a Sanctions Authority designating or identifying individuals or entities that are subject to Sanctions, in each case as amended,

supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List;

<b>“Sanctioned Territory”</b>	a country or territory that is subject to any general financial, trade or investment restrictions or embargos under any Sanctions;
<b>“Site(s)”</b>	each of the site(s) shown in the Contract Data Sheet;
<b>“Supply”</b>	any electricity or gas supplied from time to time by us under the Supply Contract;
<b>“Supply Contract”</b>	the entire content of the Contract Data Sheet, these Terms and Conditions, any annexes, appendices, and any document referred to in these Terms and Conditions;
<b>“Supply Period”</b>	the period from the later of the Intended Supply Date or the date of Registration to the End Date;
<b>“Term”</b>	the period between the Effective Date and the Expiry Date, regardless of when we start to provide the Supply to you;
<b>“Transporter”</b>	any person or body with a Licence to transport gas and which transports gas in connection with this Supply Contract;
<b>“TPI”</b>	a third-party intermediary instructed by you to act on your behalf, including but not limited to, an energy broker, managing agent or consultant;
<b>“Uniform Network Code”</b>	the gas industry’s legal and contractual framework for the transportation and supply of gas; and
<b>“Value Added Tax” (VAT)</b>	has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to.

22.2. In the Supply Contract except where the context otherwise requires:

- 22.2.1. any reference to a statute, regulation or statutory instrument or any provision thereof shall be construed as reference to the same as it may have been or may from time to time be amended, modified or re-enacted;
- 22.2.2. the masculine shall include the feminine and references in the singular shall include references in the plural and vice versa, and words denoting natural persons shall include companies, corporations and any other legal entity and vice versa;
- 22.2.3. unless the context requires otherwise, words used in the singular shall include the plural and words used in the plural shall include the singular;
- 22.2.4. the words “include” and “including” are to be construed without limitation;
- 22.2.5. any reference to the contract or any other agreement, deed, licence, code, authorisation, consent or instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated;
- 22.2.6. where the customer comprises more than one person the obligations and undertakings on the part of the customer shall be joint and several.

## **SHELL ENERGY UK LIMITED**

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The Registered Office of Shell Energy UK Limited is Shell Centre, London, SE1 7NA, United Kingdom.

Registered in England & Wales with company number: 07489042.