

Electricity Deemed Contract



Deemed Terms and Conditions for supply of electricity by Corona Energy pursuant to Schedule 6 of the Electricity Act 1989

The deemed contract rate for electricity consumed from 1st April 2015 is 22.50ppkwh and 0.90p per day

Definitions

'AMR'	means an automatic meter reading device
'Customer You, your'	means the customer that is consuming electricity at the Site(s).
'Deemed Contract'	means these terms and conditions for customers who are supplied electricity by us but have not agreed a contract with us.
'Deemed Price'	means the price we charge for electricity for customers who are supplied electricity by us but have not agreed a contract with us.
'Distributor'	means the distribution network operator company responsible for operating the electricity distribution network to which your Supply Points are connected.
'Meter'	means the measuring equipment installed at or in the location of the Supply Point for the purpose of measuring electricity consumed at the Supply Point.
'Meter Installation'	means the Meter and all associated installation materials or apparatus the date on which we become the registered supplier with the Distributor in respect of the Supply Point.
'Site'	means the location(s) at which you consume electricity.
'Supplier, we, us'	means Corona Energy Retail 5 Limited the company that is supplying your electricity under this Deemed Contract
'Supply Point'	means the point(s) at which we shall make electricity available to you under this Deemed Contract.
'Transporter'	means the operator of a transmission system

1. Duration

1.1. This Deemed Contract shall remain in force until you enter into a negotiated electricity supply agreement with us, a successful transfer of the Supply Points(s) to another supplier takes place or your Supply Points are disconnected.

2. Price

2.1. The price for electricity supplied to you shall be the Deemed Price prevailing at the time of supply. This price may be varied at any time at our discretion without notice. The current price can be found on our website: www.coronaenergy.co.uk

2.2. In the event that we require a security deposit, the deposit should be sent to our bank account for deposits the details of which are Account Number: 03025071, Sort Code: 20-05-74 Ref: Customer's name.

3. Meter Reading and Payment

3.1. You should read the Meter(s) at your Site(s) every month. Where Meter reads are not available we will estimate your usage for invoice purposes and reconcile against actual consumption when a Meter read is available. A Meter reading is taken as proof of your usage unless the Meter is found to be faulty to a degree exceeding that permitted by law.

3.2. We will invoice you on a monthly basis for electricity supplied. You must pay each invoice in full within 10 days of the date of invoice. You are not obliged to pay us if you have a genuine bona fide dispute, in which case any amount not in dispute should still be paid.

3.3. If you fail to pay any sum that is due on time we may charge interest at the rate of 4% above the base lending rate of Lloyds TSB Bank plc, as well as make a late payment administration charge per invoice in accordance with the levels set out in Late Payments of Commercial Debts (Interest) Act 1998. Where any amounts are outstanding, we may prevent you transferring to another electricity supplier by lodging an objection (irrespective of your termination rights).

3.4. All prices are exclusive of Value Added Tax, Climate Change Levy, and any other similar taxes which will be added to your invoices where appropriate. You are responsible for providing any applicable exemption certificate. If you do not provide the appropriate certificate the tax will be charged until such time as you do provide it.

3.5. Our invoices are calculated using industry data. We will be responsible for any errors we make in using this data but we are not liable for any errors that may occur in the industry data provided to us. In the event that industry data has to be corrected we reserve the right to reconcile your account and reissue corrected invoices or credit notes. Our ability to reconcile your account pursuant to this clause 3.5 and pursuant to clause 3.1 will survive the termination of this Deemed Contract.

4. Meter Access and Maintenance

4.1. Unless otherwise agreed, we will make arrangements for the provision and maintenance of the Meter Installation, and you will allow us, the Distributor and our respective agents safe access to a Site to install, operate, read, maintain, test, isolate or remove the Meter Installation where necessary and, if requested, you will grant us an easement for this purpose.

4.2. You will not alter, add to or replace any part of the Meter Installation without our prior consent, which may be withheld for safety or other reasons.

4.3. Any Meter which is not owned by us or the Distributor must provide data in a form compatible with our IT systems and the Distributor's IT systems. Where we own the Meter, we reserve the right to continue to bill you for meter charges following termination of this Deemed Contract until the meter is transferred to a new owner.

4.4. We reserve the right to remove any meter and replace it. We also reserve the right to operate the meters in a manner that enables us to provide the supply to you including, but not limited to, operating smart meters in dumb mode or fitting an AMR unit.

4.5. If you have a smart meter or AMR unit at any of your Sites you consent to us obtaining consumption data for periods of less than 1 month. We will use this data to calculate your invoices and will also use it to provide you with other services such as energy services. You ask us not to do this by notifying us in writing at any time although this may restrict the scope of services that you can obtain from us.

5 Safety and Emergencies

- 5.1 You undertake not to use electricity in any way likely to risk any person's health and safety or to risk any damage to property.
- 5.2 If there is a problem with your supply you should contact your Distributor. You will find contact details for your Distributor on your invoices or on our website.
- 5.3 You will take all reasonable steps to ensure the Meter Installation is not damaged. You are responsible for the condition and functionality of all relevant wires, connections and apparatus downstream of the Meter and for paying any call out or repair costs in connection therewith.
- 5.4 You agree to comply with any instruction from us or the Distributor or Transporter to discontinue or restrict your consumption of electricity where there is an emergency or where such instruction is given pursuant to obligations imposed on us by law, regulation or under our supplier's licence, including (without limitation) where we are given a notice under section 2(1) (b) of the Energy Act 1976.
- 5.5 You agree fully to indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under clauses 0 – Meter Access and Maintenance and 0 – Safety and Emergencies of this Deemed Contract.

6 Change of ownership and De-Energised or Disconnected Sites

- 6.1 If you cease to use electricity at any Supply Point, we will still need to charge you for costs incurred by us in relation to the Supply Point for the duration of this Deemed Contract. You can ask us to de-energise or disconnect the Supply Point which may reduce these costs.

7 Liability and Force Majeure

- 7.1 Save under clauses providing for indemnities or payments to be made, neither of us shall be liable (whether in contract or in tort) to the other for loss of profit, loss of revenue or goodwill, or for any indirect or consequential loss arising from any breach of this Deemed Contract or from any negligent act or omission hereunder.
- 7.2 If due to any circumstance beyond the reasonable control of one party to this Deemed Contract it is not practicable for the affected party to perform any of its obligations, such obligations (other than to make payments) shall be suspended to the extent that and for so long as such impracticability continues.
- 7.3 We accept no liability for any loss or damage arising out of any act or omission of the Distributor, Transporter or their agents in the performance of its obligations, whether or not acting as our agent.
- 7.4 In any event, our liability under this Deemed Contract shall not exceed the value of the electricity supplied at the then Deemed Price in the period prior to when the liability arises (such period shall not exceed 12 months).
- 7.5 Nothing in this clause 7 (each sub-clause of which shall be construed as a separate and several contract term) shall affect any liability on the part of either party in respect of death or personal injury caused by that party's negligence or for any other liability that cannot be excluded by law.

8 Termination

- 8.1 You will be able to transfer to another supplier and end this Deemed Contract at any time provided all outstanding amounts owing to us have been paid in full. If they have not, we reserve the right to object to the transfer of your supply.
- 8.2 If you commit a material breach of this Deemed Contract or become insolvent or unable to pay your debts we may

terminate this Deemed Contract immediately and disconnect or de-energise your electricity supply.

8.3 The Deemed Contract will terminate automatically in respect of any Supply Point if we are not permitted to continue to supply electricity to it because to do so would infringe the terms of our supplier's licence or other regulatory conditions or constraints, or if Ofgem appoints a supplier of last resort in respect of that Supply Point.

8.4 Termination for any reason is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination.

9 General

- 9.1 This Deemed Contract is subject to the National Terms of Connection which is an agreement between you and your Distributor. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site. You find a copy of the National Terms of Connection at www.connectionterms.co.uk.
- 9.2 Title to and risk in the electricity passes to you at the Supply Point.
- 9.3 You consent to personal data about you being stored and processed by us and our affiliated companies for the purposes of credit control, fraud prevention and marketing, and for the normal processing of your account. We may record or monitor telephone calls from or to you for training and/or security purposes.
- 9.4 You may not assign this Deemed Contract without our prior written consent. On prior notice to you, we may assign and transfer our rights and obligations hereunder to any person authorised to supply electricity.
- 9.5 You warrant that you have the right to enter into this Deemed Contract, that the supply of electricity hereunder to you is not wholly or mainly for domestic purposes and that all information supplied to us by you in connection with the Deemed Contract is complete, accurate and will be supplied promptly. We reserve the right to charge you for any costs incurred as a consequence of inaccurate or late information (we will use reasonable endeavours to minimise any costs).
- 9.6 Except where specifically stated, this Deemed Contract creates no rights by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 9.7 Any postal communication shall be deemed to be received two days after remittance by first class post, save that in the event of a dispute regarding receipt of a notice under clause 8.1 or provision of a final read under clause 6.1, the party seeking to rely thereon must be able to provide proof of delivery of the notice or provision of the read as appropriate, failing which it will be deemed not to have been received. We will always endeavour to acknowledge notices within 5 working days. If you do not receive an acknowledgement of receipt please contact us to ensure your notice has been received.
- 9.8 We may vary any of the terms of this Deemed Contract to reflect industry changes at any time.
- 9.9 This Deemed Contract, which is governed by English law, constitutes the entire agreement between us relating to the supply of electricity to the Site(s) and supersedes all prior negotiations and representations, written or verbal.