

# SME and Micro Business Terms and Conditions v2

Your *Contract* offer, along with the provision of these Terms and Conditions form a legally binding *Contract* between us. You are advised to keep these details safe along with any documents we send you.

Words or phrases with a specific meaning like '*Notice Date*' and '*Fixed Term Contract*' will be referenced in italics and will be defined in Section U.

These Terms and Conditions are applicable for SME and Micro Business consumers only.

They may also be for property developers who require a supply of *Energy* to prepare for sale or let. They don't apply to *Premises* where *Energy* is supplied wholly or mainly for domestic use. If you are unsure on whether these terms and conditions apply to you, please call us and we'll be happy to help.

It should be noted that the *Contract* you agree or enter into is with Gas and Power Limited, trading as Gulf Gas & Power UK.

Gulf Gas & Power UK acts on behalf of your Network Operator to make agreement with you. The agreement is that you and your network Operations both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time you enter into a *Contract* and it affects your legal rights. The NTC is a legal agreement further details of which can be found at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## A Introduction

1. Gas and Power Limited, trading as Gulf Gas & Power UK (Gulf) is licensed to supply electricity and gas to both domestic and non-domestic *Premises*.
2. References to "we", "us" or "our" means the relevant Gulf entity and "you" or "your" means the person or business being supplied or intending to be supplied by us. Words and phrases highlighted in italics are defined in section U and shall be construed in accordance with the meanings given to them therein.
3. References to clauses and schedules are unless otherwise stated references to clauses of and schedules to this Agreement.
4. The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.
5. Unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular.
6. Should a clause be excluded by law; the materiality of the remaining terms and conditions, outside of the exclusion, shall still be enforceable.
7. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## B. Contracts

1. These Terms and Conditions apply to all *Contract* Types set out below. All *Contracts* with SME or Micro Business Consumers are made with Gulf Gas & Power UK under these Terms and Conditions.
2. You shall be subject to a *Deemed Contract* if the following applies;
  - o You've become responsible for *Premises* where we are the registered supplier of *Energy*, but you haven't agreed a *Contract* with us for that *Energy*; or

- Your supply has been transferred to us by mistake; or
  - Ofgem have appointed us as your supplier and you've not agreed a *Contract* with us.
3. Charges will be calculated and applied from either the date of the last *Meter reading*, as available, or as reasonably estimated by us and shall be as notified to you from time to time or as amended by us.
  4. *Deemed Contract* rates may be higher than *Fixed Term Contracts* due to the increased commercial risk borne by us as a result of the temporary nature of the *Contractual* relationship between the parties. The prices are listed on our website or you can request a copy by contacting us.
  5. These Terms and Conditions apply to you from the moment you become responsible for *Premises* we supply.
  6. You must pay us for the *Energy* you use including where applicable; a *Standing Charge*, *CCL* and *VAT*, which, in addition to our Deemed rates can be found on our website. You can also contact us to confirm your prices. For contact details go to the 'contact us' page on our website.
  7. You can end your *Deemed Contract* at any time by:
    - Agreeing a new *Contract* with us, or;
    - Asking us to permanently disconnect the *Energy* supply to your *Premises*, where you will be liable to cover any and all such cost of disconnection and any other associated costs or;
    - Entering into a *Contract* with another supplier, of which you do not need to provide us notice and we will take all reasonable steps to ensure there are no delays to your switch.
  8. Under a *Deemed Contract*, you will not be liable to pay Terminations Fees.
  9. We can make changes to your *Deemed Contract*, but we will take all reasonable steps to inform you of the changes and will publish our latest prices on our website.
  10. If you agree a *Contract* with us, from that point forward, you'll no longer be on a *Deemed Contract*.
  11. Whilst you are in a *Deemed Contract* you can make decision to switch supplier at any time, but it may take up to 7 days for our records to be updated

### **C. Fixed Term Contracts**

1. You shall be subject to a *Fixed Term Contract* if you have entered into a supply *Contract* with us for a fixed period of time. You will be provided with a *Start Date* and an *End Date* for the *Contract*.
2. You can provide notice to terminate at any time prior to the *Notice Date* should you wish to switch supplier at the end of this period.
3. If you are in a *Fixed Term Contract* and provide notice to cancel or terminate after the *Notice Date*, termination will take place 30 days after the date you provide notice to us to terminate your *Contract*. Until which time you will remain on the *Fixed Term Contract* until its *End Date*.
4. After the end of your *Fixed Term Contract* you will be charged our *Out of Contract Prices* until your switch is completed, or you enter into another Fixed Rate *Contract* with us.

#### **D. Out of Contract**

1. You shall be subject to *Out of Contract* terms if:
  - You have reached the end of your *Fixed Term Contract* and we still supply *Energy* to the *Premises* after the *End Date* of your *Fixed Term Contract* or after the end of the Notice Period, or;
  - Your *Contract* has been cancelled.
2. The latest version of these Terms and Conditions will apply and we will charge you our *Out of Contract Prices*. *Out of Contract Prices* are generally more expensive than *Fixed Term Contract* The prices are listed on our website or you can request a copy by contacting us.
3. You can switch supplier at any time by giving 30 days' notice.
4. Your switch could be delayed or prevented if:
  - the transfer date is less than 30 days from the day you told us you wanted to end your *Contract*.
  - there is an outstanding debt on the account.
  - you ask us to stop the transfer.
  - the new supplier fails to transact the switch of *Energy* supply in a timely manner.

#### **E. Switching to Gulf**

1. This section applies if you're a new customer or you ask us to provide *Energy* to *Premises* that we don't already supply.
2. Your *Contract* starts from the date you accept our offer or, for *Deemed Contracts*, when you first become responsible for the *Premises*. Your *Contract* will continue until no *Meter point(s)* are registered to us under this *Contract*.
3. If you have agreed a new *Contract* with us as you've moved into *Premises* we supply, we may request to see evidence that you are responsible for the *Premises*. If you or your *Authorised Representative* do not provide us with evidence, or we reasonably believe you've acted *Fraudulently* we may terminate your *Contract*.
4. If you are a new customer, or an existing customer adding *Premises* or agreeing a new *Contract*, we may carry out credit checks prior to agreeing to supply you with *Energy*. For this purpose, we may undertake searches with credit reference agencies, and you should note that such agencies may keep records of our search.
5. If you are a partnership, this may involve checking all the partners. If you are another kind of incorporated organisation this may involve checking your officers.
6. The data the credit reference agencies hold includes information, which is public, held by Companies House, from an electoral register and shared for credit and fraud prevention purposes.
7. Please note:
  - These checks will not leave a footprint on our credit records.
  - We will ask your permission prior to running a credit check.
8. As a result of checking your credit status we may do any one or more of the following:
  - Cancel your *Contract* (as long as we not started supplying your *Premises*).

- Increase the prices we offer you.
  - Require you to pay a *Security Deposit* or pay in advance.
  - Change the frequency of billing and/or payments.
  - Specify how you are required to pay for the supply of *Energy* to the *Premises*.
9. We agree to supply to you, and you agree to pay for the *Energy* supplied by us to the Premise(s) in accordance with these terms and conditions together with any rules and/or regulations made from time to time under the Acts as well as any other relevant legislative provisions.
10. You agree and understand that this *Contract* is legally binding and you must carry out your obligations. In advance of this *Contract* you have confirmed that:
- you are the owner or occupier of the site or you have the authority to enter into a *Contract* to purchase *Energy* for the site.
  - the site is connected.
  - you will provide suitable credit references and/or security cover and/or payment in advance, if requested by us.
  - you will provide a best estimate of the *EAC* and/or *AQ* for each site.
  - The supply is not Half Hourly settled for electricity.
  - The supply is not daily metered in respect of the gas supply.
11. In the event that you are a sole trader, you hereby confirm that you are not a minor. In the event that the corporate legal structure of your business is a partnership or other type of organisation (other than a company) you and the other partners or officers in the business shall be jointly and severally liable for payment of the *Energy*
12. We operate a paperless billing system. You agree that you will not receive a paper bill and therefore agree to the following:
- You will access our portal to retrieve your monthly bills.
  - If you cannot access your bill or other information via the portal, then it is your responsibility to inform us.
  - Gulf reserves the right to refuse to use the paperless billing system for any reason and revert to paper bills.
  - You shall remain fully responsible and liable to pay any bills, whether or not you access the portal to view these.
  - We will maintain an active portal service 24 hours a day, 7 days a week, however we cannot guarantee uninterrupted and/or reliable access to the portal service.
13. You will provide us, our network operator and any agents with safe and reasonable access to the *Meter point(s)* and / or metering equipment at all times. You will not obstruct access to a *Meter point(s)* and / or metering equipment at any time and you will ensure that, where access to *Meter point(s)* and / or metering equipment requires a key, accompaniment by you or your *Authorised Representative* or any other form of assistance, access will not be unduly delayed because of non-availability. If we or our agents are unable to gain safe and reasonable access to a *Meter point(s)* and / or metering equipment at any time we may notify you of the situation and, it is not resolved to our satisfaction within 10 working days of the notification, we may pass through to you any additional costs incurred by us as a result of the failure.

## F. Taking over your supply

1. You are responsible for cancelling or terminating any *Contracts* you may have with an existing supplier and pay any outstanding amount you may have with them. If you don't:
  1. They may not permit you to move your *Energy* to Gulf and / or
  2. The transfer may be delayed
2. We will seek to supply *Energy* to you under this *Contract* provided that we can confirm the address of each site Supply Point, MPAN and/or MPRN and that there is nothing to prevent us being registered as your supplier.
3. We will seek to become your registered supplier within 17 days of this *Contract* being agreed, unless:
  1. We agree with you an alternative supply *Start Date* beyond 17 days of this *Contract*
  2. Your current supplier objects to the transfer of the supply.
  3. We do not receive all the required information to complete the transfer of the supply.
  4. There are no meter connection or metering arrangements in place at your property.
4. Where one of the scenarios described above applies and is resolved, we will seek to become your registered supplier within 17 days of the date of resolution.
5. When necessary, you will help us become registered as your supplier including arranging for any transfer objections to be lifted, if we request you to do so.
6. You will 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 a registration fails to complete based on your action or in-action, we reserve the right to charge you a Termination Fee.
7. If we are delayed in registering as your supplier, we will not be liable for any loss you suffer as a result.
8. We shall provide the supply to the supply point at each site with effect from the *Supply Start Date* on and subject to the terms of this *Contract* and in accordance with regulations from time to time made under the Acts.
9. This *Contract* shall continue for the fixed term and shall be subject to these Terms and Conditions.
10. To prevent being subject to *Out of Contract Prices* the *Contract* must be terminated by written notice which can be sent at any time within the *Fixed Term Contract*, on or before the *Notice Date*. Your written notice may be submitted by email to [Terminations@gulfgasandpower.uk](mailto:Terminations@gulfgasandpower.uk) or by post to Gulf Gas & Power UK, 3B Edward VII Quay, Navigation Way, Preston PR2 2YF.
11. On or around 60 days before the end of the *Fixed Term Contract* we will send to you a written renewal reminder which will include the charges you will pay at the end of the *Fixed Term Contract*. This reminder will include your *Statement of Renewal Terms* and will confirm the termination process, the latest date by which we must receive your notice (the *Notice Date*) of termination and the address to which you can send a written termination notice. If no termination notice is received your *Fixed*

*Term Contract* will come to an end and you will move onto an *Out of Contract* rate; this will be confirmed, along with the details, in the *Statement of Renewal Terms*.

12. Where you serve notice of termination, but you do not enter into a new *Contract* with Gulf or a new supplier within 24 hours of the end of the fixed term, we will continue to supply you on these conditions but subject to our *Out of Contract* rates until your transfer has occurred.

## **G. Charges, Bills and Statements**

1. We will send you a bill or statement for each billing period. Your bills or statements will include details of:
  - Your *Energy* usage
  - What we have charged you.
  - Payments you've made to us.
  - Credits we may have applied to your account (where applicable).
  - Any payments you should make to us.
2. We can change how often we send you bills and statements by writing to you in advance.
3. Our prices for supply for each site are set out as follows:
  - for *Fixed Term Contracts* your *Contract* confirmation letter.
  - for *Out of Contract* rates, the *Statement of Renewal Terms* and / or the website.
  - for *Deemed Contracts* the website and / or you can contact us.
4. If you owed us any money before the date your *Contract* started (for any of your addresses we supply, including for a deemed site) you will still be liable for this us under the terms of this *Contract*. We have the right to offset any debit and credit balances.
5. If your meter also supplies other *Premises* and/or meter(s) that you do not own or use, you will be responsible for paying us for all the gas or electricity (or both) that is used, including associated daily charges, at the other *Premises* and/or meter(s).
6. You will be responsible for paying for the gas or electricity (or both) that is used at your *Premises* unless a tenant or occupier, whom we have verified, has taken over responsibility for the supply. You must tell us if a tenant or occupier moves into, or out of, a site and send us details of the tenant or occupier and *Meter readings* that we reasonably request. Where *Meter readings* are not provided, we would be working off reasonable consumption estimates.
7. If your account is in credit you agree that we may use this credit to offset any debt relating to an alternative supply.
8. We have the right to charge you for extra services you ask for. A list of our additional services and associated costs is available on the website.
9. If *Meter reading* or *Consumption Data* is unavailable, or in our reasonable opinion inaccurate, we may need to base your bill on our reasonable estimate. You must pay this bill. For the avoidance of doubt the contract prices agreed are based on current industry data (including profile class of meter) that has been provided to us. If this data is found to be inaccurate, incorrect or changes then we reserve the right to vary the prices either up or down. If this is the case Gulf will notify you in writing.

10. If you do not agree with a bill or statement you should contact us immediately via our website or by calling the number on your bill or statement. Any undisputed portion of the bill must be paid as set out in Section L and you must inform us about the amount you dispute and your reasons for disputing this.
11. If your Direct Debit doesn't meet a payment because you don't have enough funds available, we may:
  - Change your payment method.
  - Move you onto a non-Direct Debit tariff, where the rates are likely to be higher.
  - Require you to pay failed Direct Debit charges, which are available on our website
  - Request a *Security Deposit* or payment in advance.
12. If you cancel the Direct Debit instruction and we receive this notification through our banking provider, we may:
  - Move you onto a non-Direct Debit tariff, where the rates are likely to be higher and / or
  - Request a *Security Deposit*
13. You must make alternative arrangements to pay any outstanding balance on your account.
14. If you pay by fixed monthly Direct Debit (for example if you start to use more *Energy* or we change your prices) we will write and tell you, giving you at least 10 days' notice prior to implementing any changes.
15. We may charge a fee if your payment method fails.

## **H. Back Billing**

1. Where it is brought to our attention that there has been, or continues to be, a part of undercharging for the consumption of *Energy* at the *Premises* (known as back billing) and the undercharging is not your fault, Gulf shall limit the period of billing to the previous 12-month period from which the amended bill or statement was generated. We request your full co-operation at all times to ensure your invoices are accurate, including co-operating with our requests for meter readings as and when required

## **I. Specific situations when we can change your pricing**

1. We can change your pricing if the information we based it on changes. These changes can include, but are not limited to where:
  - You move, add or remove *Premises*.
  - Changes to your supply affect your capacity charges, excess capacity charges and / or re-active power charges.
  - You change your payment method.
  - You make changes to your supply.
  - We find that the information you or your *Authorised Representative* gave us is incorrect, false or incomplete.
  - You asked us to supply more than one *Premises*, but we haven't been able to transfer all of them.

- It is specifically provided for elsewhere in these terms and conditions or any documents referred to within these Terms and Conditions.
- If you are *Out of Contract* or subject to a *Deemed Rate Contract*, and there are significant changes in wholesale market *Energy* and/or new or other costs of gas and electricity respectively or in the event of significant increases in charges for transmission, distribution or metering services.

## **J. Additional Charges**

1. We can apply additional charges if:
  - You change the design features of your connection.
  - Your *Premises* are not ready for a meter to be installed when we make an arranged visit.
  - Your bank fails to honour your Direct Debit.
  - Your bank refuses to honour your cheque payment.
  - We charge *VAT* at the standard rate for *Energy*. Where there are changes to the standard *VAT* rate for *Energy* these will be reflected in your pricing.
2. If your business is entitled to receive the supply at the reduced rate of *VAT*, you must provide us with a valid *VAT* declaration form to evidence your entitlement to the reduced rate of *VAT*. We do not accept *VAT* declaration forms signed by *Third Party Intermediaries* even if there is a valid *Letter of Authority*.
3. *CCL* will be charged at the applicable rate. Gulf will not be responsible should there be an over or undercharging of *CCL* and/or the applicable *VAT* rate; if and where this has been as a result of information you provide to us.
4. We may charge you our reasonable costs:
  - If you damage or tamper with the meter on your *Premises*.
  - If you abort an installation or obstruct a communications signal from a *Smart Meter, Advanced Meter* or half hourly meter.
  - our reasonable costs of stopping, disconnecting or reconnecting your supply
5. We may also:
  - End your plan and charge you at *Out of Contract Prices*; or
  - *De-energise* or disconnect your supply.
6. Additionally, Gulf reserve the right to pass on any direct or indirect costs associated with recovering monies owed under the Terms and Conditions of your agreement. This includes but may not be limited to:
  - Reconnecting supply where a reconnection is conditional to payment of a disconnection and / or reconnection charge
  - Transportation and distribution costs if these aren't included in the supply prices
  - Meter charges i.e. reading the meter on a more frequent basis than required
  - Where you have failed to attend an agreed appointment with us, or one of our appointed agents, and there are costs associated with such an appointment
  - Reasonable costs associated with breaching any terms and conditions of your agreement

- Reasonable costs of transferring a site back to the previous supplier, where you no longer own or use the premise(s) that we have *Contracted* with for the supply of *Energy*
- Resending documents or correspondence, which we have already provided or made available to you
- Associated cost of reclaiming any and all monies owed to us and outstanding as a result of the supply of *Energy* at the premise(s); including administration costs or costs associated with sending people to the *Premises* to reclaim monies owed.

### **K. Security Deposits**

1. If we require you to pay a *Security Deposit*, we will pay it back at the end of your *Contract* with us providing there is no outstanding balance on your account and we haven't had to try and collect outstanding amounts from you within the last 6 months.
2. We are entitled to use all or part of the *Security Deposit* to offset overdue payments from you and if we do so we'll request a further *Security Deposit* to be paid to us by the date we specify. Where the *Security Deposit* has been used and not replaced, we may also terminate your plan and charge you at our *Out of Contract Prices*.
3. If you provide cash as security cover, we will return any balance after deducting any cash due to us once you have transferred to a new supplier and following receipt of a written request from you for the return of the security cover.
4. In the event that we believe you have suffered a material and adverse change in your financial standing we may require you to provide, or increase any existing, security cover. This requirement will be notified to you in writing and shall specify the form acceptable to us. The notice will also specify the timing of the requirement and failure to comply shall be treated by us as a *Material Breach* of this *Contract*.
5. We will not pay you interest on any sums provided as security cover.

### **L. Payment Terms**

1. All payments due to be made by you to us under *Fixed Term Contracts* shall be detailed to you as part of the switching process and be detailed in your welcome pack. Gulf Gas & Power UK offer Direct Debit and Cheque options, dependant on the tariff type.
2. Monthly bills shall be based upon actual monthly (periodic) usage where available. In the absence of actual usage, we will estimate your usage at a rate we reasonably determine. We shall invoice each month those sums to be charged.
  - Direct Debit payments shall be taken 10 calendar days after the issue of an invoice.
  - Payments by BACS or electronic bank transfers should be paid to:

Account name - Gulf Gas & Power UK

Account number – 93426882

Sort code - 20-32-48

- Cheques should be made payable to Gulf Gas & Power UK and sent to 3B Edward VII Quay, Navigation Way, Preston PR2 2YF. Cheques should be received within 10 days of the date of invoice.

3. No other transfer of funds will be permissible unless agreed by us in advance. Charges under this *Contract* are exclusive of VAT, *Climate Change Levy* and any other tax, levy, duty or charge. You shall pay to us on production of the appropriate tax invoice or other certificate the amount of any United Kingdom tax, duty or impost on gas or electricity on the processing, sale or supply of gas or electricity which is payable by us in respect of the gas or electricity.
4. Where you pay by Direct Debit: should the Direct Debit instruction not be in force, be honoured by your bank or cancelled at any time we reserve the right to increase the Contract price to the then default rate. The prevailing default rate will be provided by us with specific Contract details and we reserve the right to charge you at that rate, as amended, until the end of the month during which the direct debit is reinstated (with a successful collection made against it) or, at our discretion, a further calendar month thereafter.
5. Where you pay by Cheque: should the cheque not be in receipt and / or the cheque value is not honoured by your bank we reserve the right to increase the Contract price to the then default rate. The prevailing default rate will be provided by us with specific Contract details and we reserve the right to charge you at that rate, as amended, until the end of the month during which the direct debit is reinstated (with a successful collection made against it) or, at our discretion, a further calendar month thereafter
6. Where an invoice has been subject to an estimate and your actual consumption of gas or electricity for the relevant period at the applicable rate plus any other amounts payable by you for that period either exceed or is less than the amount estimated for that period, a reconciliation amount shall be calculated by us from time to time (but not less than once in every 12 months).
7. If payment is not received by us by the due date, then without prejudice to any other rights or remedies that we may have, we shall from the due date, until payment, be entitled to charge interest at the rate of 8% above the BoE base rate on overdue amounts from the due date until payment or under the late payment of Commercial Debts (Interest) act 1998, as amended.
8. If payment is not received by us in accordance with these terms and conditions and/or in breach of any agreement between us then we may cause supply to be discontinued, isolated, or altered by whatever means available to either temporarily or permanently at our discretion.
9. Should your *Contract* be eligible for a discount it will be advised to you and confirmed through your *Contract* confirmation letter.

#### **M. Security Cover**

1. If your payment history or credit status changes adversely, we shall be entitled to demand security cover of such amount as we deem appropriate over the fixed term which shall be provided to us within ten (10) days of such demand.
2. If you provide cash as security cover, we will return any balance after deducting any cash due to us once you have transferred to a new supplier and following receipt of a written request from you for the return of the security cover.
3. In the event that we believe you have suffered a material and adverse change in your financial standing we may require you to provide, or increase any existing, security cover. This requirement will be notified to you in writing and shall specify the form

acceptable to us. The notice will also specify the timing of the requirement and failure to comply shall be treated by us as a *Material Breach* of this *Contract*.

4. We will not pay you interest on any sums provided as security cover.

#### **N. Changes to your *Premises***

1. If you want to add *Premises* to your *Contract* you need to call us to get a quote.
2. We may offer you a new quote for the *Premises* or add this to your current *Contract* at our discretion.
3. All the Terms and Conditions will apply to this new quote and new *Premises*.
4. You should, wherever possible, give us no less than 30 days' notice of any changes in use of the premise, which would reasonably be expected to affect the consumption of *Energy*. Failure to notify us of changes of use at the *Premises* may lead to additional charges.

#### **O. Moving in or out of *Premises***

1. If you are moving out of the *Premises*, or there is a change in the tenancy arrangements at the premise (for part or the full remaining term of the *Contract* ), you need to:
  - give us a *Meter reading* on the day you move out. If a *Meter reading(s)* is not provided, we will impose suitable *Meter readings* and these will be the basis for our calculations.
  - tell us who will be responsible for the *Premises* in the future.
  - tell us where to send your bill. If you are a sole trader and have given us your home address, we may use that address to contact you about paying your final bill.
2. If we have reasonable grounds to believe that you, your officers or directors still have responsibility for the *Premises* despite telling us that you've moved out, we may request additional evidence from you. If you are unable to provide that evidence within a reasonable amount of time, we will assume that you are still responsible for the *Premises* and this *Contract* will continue.
3. In respect of the above, if we reasonably believe you have acted *Fraudulently*, we may move you to our *Out of Contract Prices* and take any other action we deem necessary including, but not limited to:
  - requiring a *Security Deposit* (see section K).
  - changing your payment terms.
  - changing your meter to a meter we deem appropriate and necessary.
  - de-energising your *Energy* supply – in some cases remotely through your meter.

#### **P. *Contract Termination / Cancellation and Switching to another supplier***

1. Your *Contract* begins from the date we agree it with you and continues until we stop supplying you or until your *Contract* is ended.
2. You may not terminate this *Contract* before the end of the fixed term except when:
  - You are about to stop trading at the site, and you have notified us in writing that you wish to have the site isolated or *De-energised*, whereupon the appropriate isolation or de-energisation fee will be payable by you to us.

- You are to vacate the site and you have provided us with legitimate details of the owner, occupier or person responsible for the supply including, where required, the provision of supporting evidential documentation. Without this information we may continue to invoice you for all gas or electricity supplied to the site until the termination of the *Contract* even if you cease to be the owner, tenant or occupier of the site.
  - You wish to pay the applicable termination fee.
3. You should, whenever possible, give us no less than 14 days' notice of your ceasing to be the owner, tenant or occupier of the site. Failure to notify us of your vacating the site may lead to additional charges.
  4. The *Contract* will end if we are no longer licensed to supply *Energy* or we no longer fulfil those industry agreements that are necessary for us to be able to supply *Energy* or because a supplier of last resort direction in respect of the site or sites supplied under this *Contract* is awarded to another supplier. In the event of a *Material Breach* of the *Contract* by either party the other may end the *Contract* by giving written notice. Such notice comes into effect immediately if the party in breach has failed to remedy the breach within a reasonable period of being asked to do so by the other party, where the reasonable period is not less than 7 days nor greater than 21 days from the date of the notification to the party in breach, depending upon the nature of the breach.
  5. After termination you will be liable for any charges for *Energy* consumed before termination at the charges under the *Contract*. We will be able to recover those sums owed to us for *Energy* or costs incurred while the *Contract* was in place.
  6. Other than as described in the terms of this *Contract*, you may not end your *Contract* with us (or, if we supply several sites with *Energy* under that *Contract*, end the *Contract* for any individual site) before the end of the fixed *Contract* period or the 30-day notice period needed to end the *Contract*.
  7. The value of the termination fee is dependent upon the remaining term of the contract:
    - where the remaining term of the contract is 6 months or more, the termination fee will be the invoice value of 6 months *energy* usage.
    - where the remaining term of the contract is less than 6 months, the termination fee will be the invoice value of the *energy* usage for the remaining number of months of the contract.
  8. The invoice values referenced in P.7 will be based on either:
    - previous consumption data where available; or
    - the *EAC/AQ* data for the *premises*.
  9. *VAT* and *CCL* may be added to the termination fee where applicable and an administration fee of £100 will also be applied.
  10. You agree that the above represents a genuine pre-estimate of the loss that would arise on termination of the Agreement in the circumstances described and does not constitute a penalty.
  11. If you have any credit left on your account after we have issued your final bill, this will be refunded back to your nominated account within 14 working days.

12. If you are on either the *Fixed Term Contract* or *Out of Contract* rates, we may delay you switching to another supplier if:
- The transfer date is before the *End Date* of the *Fixed Term Contract* you've agreed.
  - The transfer date is less than 30 days from the date you told us you wanted to end your *Contract*.
  - You have an outstanding balance on your account.
  - The new supplier has told us that there's been a change of tenancy at the *Premises*, but we have reasonable grounds to believe this is not the case.
  - You ask us to stop the transfer.
  - The new supplier attempts to register an electricity *Meter point(s)* and has not applied to transfer all the related *Meter point(s)* on the same working day for the same supply *Start Date*.
13. We can cancel your transfer to us if:
- We haven't managed to transfer your *Premises* from your existing supplier(s) for reasons outside of our control; or,
  - Any transfer of your *Meter point(s)* is not completed by the fourth time we attempt to register a *Meter point(s)*; or,
  - We have requested a *Security Deposit* and you have not paid it within 21 days, starting from the date you entered into a *Contract* with us or by the date mentioned in any correspondence sent to you in relation to a *Security Deposit*, whichever is earliest; or,
  - You fail a credit check after accepting a *Contract* with us; or,
  - You or a third-party intermediary provide us with false, incomplete and / or inaccurate information; or,
  - You agree a *Contract* through a third-party intermediary and that *Contract* fails our *Validation Checks*.
14. We can cancel your *Contract* and charge you *Out of Contract Prices* if:
- Your actions (or failure to act on reasonable request) cause us (or are likely to cause us) to be in breach of our supply licence(s) or any other applicable legislation.
  - You materially breach the terms of your *Contract* (including, but not limited to, stealing *Energy*, or deliberately damaging out or the network operators' equipment).
  - We reasonably believe that you've acted *Fraudulently* in claiming you are or will no longer be responsible for *Energy* used at the *Premises*.
15. Any insolvency, voluntary arrangement for the benefit of creditors, receiver, administrator, administrative receiver or bankruptcy order will lead to immediate termination of the *Contract*. However, at our discretion and in certain circumstances we may continue to supply the site under the terms of the *Contract*.
16. If your transfer is delayed, or we cancel your *Contract*, for any of the above reasons, we will not be liable for any costs that you incur.

### **Q. Statement of Renewal**

1. Fixed-term *Contract* will end on the last day of *Fixed Term Contract* this date is provided in:
  - The *Contract* offer documents issued to you at sign up.
  - Your My Gulf account.
  - Your Welcome Pack.
2. We will also remind you of this *End Date* in a Renewal Reminder Letter, which we will send to you on or around 60 days before your renewal date.
3. If you do not want to enter a new *Contract* with us, you need to send us a written notice to end your *Fixed Term Contract* at least 30 days before your *Contract* term ends. You can do this at any time during your *Contract* You must send your written notice to: 3B Edward VII Quay, Navigation Way, Preston PR2 2YF or you can email us at [Terminations@gulfgasandpower.uk](mailto:Terminations@gulfgasandpower.uk)
4. If you send a notice in line with the above and don't agree another *Contract* with us or arrange to change supplier, you will be moved onto our *Out of Contract Prices*.

### **R. Tracking your Energy Usage**

1. The gas or electricity supplied by us shall be measured by a meter and the reading shown on the meter shall evidence the volume of gas and/or electricity consumed under this *Contract*, unless the meter is found to be registering erroneously to a degree exceeding that permitted by relevant regulation. We do not guarantee the accuracy of any data provided to you and we will not accept liability for inaccuracy of any data. In addition to *Meter readings* we will use standard industry methods to measure your *Energy usage*.
2. Where you do not have a *Smart Meter*, we may require access to the *Premises* to fit a *Smart Meter*.
3. We would give reasonable notice on this appointment and would require access to be granted in order to complete this installation. We would be intending to fit a *Smart Meter* in order to:
  - enable Smart functionality
  - take accurate *Meter readings* on a regular basis remotely and
  - comply with government led SMART roll-out obligations.
4. Where we are unable to install a *Smart Meters*, we will have no obligation to do so.
5. Where you have a *Smart Meter* or an *Advanced Meter*, in most cases we may be able to read your meter remotely and shall do this once a month. We will also try gain a reading if prices change or you switch to an alternative tariff.
6. If there is no access to remotely read the meter, either through a *Smart Meter* or an *Advanced Meter*, we require the submission of a *Meter reading*. If we cannot obtain a *Meter reading* and you do not provide a reading manually, we will estimate your usage. We will endeavour to gain an actual *Meter reading* from your meter(s) no less than annually.
7. You shall remain responsible for your equipment and shall ensure that it is maintained in good working order. You shall not interfere with the meter and have obligation to notify us immediately if there is any concern over the operation or functioning of the meter or surrounding equipment. Either party, may at their own expense, install and

operate a Check Meter if it does not interfere with the operation of the meter. If you have the intention of fitting a Check Meter to your equipment, we would require reasonable notice in advance.

8. Where the *Meter Operator* is appointed by Gulf, you may at any time, by giving reasonable notice in writing, request us to arrange that the meter be checked for accuracy. A *Check Charge* will be raised to initiate the check and the costs of this charge will be borne by you. If the verification check shows that the meter registers usage to an accuracy which is within the limits permitted under the Act, the cost of the *Check Charge* shall not be refunded to you. If the meter is found to register usage to an accuracy which is outside the limits permitted by the Act, we will bear the cost of such checks and the *Check Charge* will be refunded to you.
9. In respect of a gas supply we may wish, and reserve the right, to install a *Smart Meter* or an *Advanced Meter* at the site and in respect of your electricity supply we may wish to install a *Smart Meter* or an *Advanced Meter* at the site. We will notify you of our intention and provide you with an address to write to if you wish to object. Where a *Smart Meter* or an *Advanced Meter* is to be fitted, we shall make reasonable endeavours to ensure that such *Smart Meter* or *Advanced Meter* is installed at a mutually convenient time.
10. If you object to the installation of a *Smart Meter* or an *Advanced Meter* at the site, you must notify us of your objection not later than 14 days from the date of your receipt of our notification to you of our intention to installation.

## **S. Confidentiality and Data Protection**

1. In order to service your account, we may use personal data to contact you by various methods, including electronic communications such as e-mail, text and where applicable messages through your *Smart Meter* or *Advanced Meter*.
2. Unless required by law or other regulatory requirements; neither party shall disclose to any third party or make use of any confidential information that has come into its possession during this *Contract*, without the prior written consent of the other party nor shall it disclose to any third party anything contained in this *Contract*. For the purpose of this *Contract*, confidential information shall include – without limitation – any details about your individual *Energy Contract* with us but may also include, as applicable, any and all information that relates to the business affairs, strategic, tactical and financial plans, products, developments, trade secrets, know how, clients and personnel of a party which is disclosed (in any form) by one party to the other party whether or not marked “Confidential” or which may reasonably be regarded as being confidential.
3. This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of either party.
4. The confidentiality obligations of this condition continue notwithstanding any termination of this agreement.
5. You are entitled to know what personal information is held by us about you at any time. You may request this by writing to us at the relevant notification address.
6. We shall process information about individual persons in accordance with the General Data Protection Regulations (GDPR) and you can find full details in our privacy policy, which is available on our website <https://gulfgasandpower.uk/>.

7. In summary, we collect and store your data for the purposes of fulfilling the agreement (whether fixed or deemed) between us and maintaining your gas and/or electricity account. We may use such information for the following purposes:
  - for identification, so that we can ascertain that we are speaking to the correct person.
  - in order to supply you with *Energy*.
  - for the creation and management of your account with us.
  - to improve our service to you.
  - for the purpose of debt collection (including Credit Checks for this purpose).
  - in order to prevent or detect fraud, damage or loss.
  - for training and monitoring purposes, including keeping a record of any telephone conversations between us and correspondence with you.
  - in order to carry out risk assessments.
  - for the purpose of computer testing.
  - for the analysis of customer data, market research and marketing (save where you have selected to opt out from us contacting you for marketing purposes).
  - for the purpose of identifying and reporting potential or actual cases of theft of electricity and/or gas.
  - the purpose of seeking to assist you with the repayment of any arrears including via independent debt advice. We may share information concerning the conduct of your account with credit reference agencies, fraud detection agencies and with other financial institutions, in order to ascertain that you are able to continue paying for *Energy* supplied to you by us, to prevent any fraud, to locate debtors and to assess whether to offer you new products and services.

## **T. General**

1. We will take reasonable steps to keep supplying the customer, but we cannot guarantee an uninterrupted supply and we give no warrant or undertaking.
2. In this context, the gas we supply will be in accordance with regulations made under the Gas Act 1986 with regard to pressure, purity and uniformity.
3. The voltage of the electricity we supply may vary as allowed by the Electricity Supply Regulations 1988.
4. Our liability to you in connection with any failure to comply with our obligations under this *Contract* and/or any physical damage caused to your property (or your employees' property) shall be limited to the total charges paid by you to us in respect of the supply of either gas or electricity (depending on which *Energy* supply gives rise to the liability in question) during the lifetime of the *Contract* term in which the liability arose. For the avoidance of any doubt, we do not seek to limit or exclude our liability for (i) death or personal injury caused as a result of our negligence, or (ii) our *Fraudulent Misrepresentation*.
5. To the fullest extent permitted by law we shall not in any event be liable for any loss of profits and/or anticipated profits, any economic loss or any indirect, special or consequential damages, howsoever arising, in connection with this *Contract* and shall not be liable for any other damages in connection with this agreement or its

termination or your agreement with your previous supplier or subsequent supplier, except (in all cases) as provided herein.

6. In the event that a network operator is liable for any loss or damage then our liability to you shall be strictly limited to such amount as we are able to recover from such network provider.
7. We shall have no liability to you in respect of any loss or damage, which arises as a result of your failure to meet your obligations hereunder.
8. We shall have no liability to you in the event that our performance of any of our obligations under this *Contract* is prevented or hindered due to any circumstances outside our control.
9. This *Contract* contains all the terms agreed by the parties relating to the subject matter of this *Contract*. No variation or amendment to the *Contract* shall be effective unless agreed in writing by us, as notified to you. These terms and conditions are subject to any changes made from time to time to the Acts, any other primary legislation, secondary legislation, or any law, regulation and industry agreements, standards, codes or licence conditions. We will notify you of the necessary changes and their effective date.
10. All communication that you send to us under this *Contract* must be delivered in person, by first class mail to the relevant notification address.
11. You will not assign, novate or transfer your rights or obligations under this *Contract* without our prior written consent. We may sub-contract, assign, transfer or novate any (or all) of our rights or obligations under this *Contract* at any time without notice to you. In the event that we transfer our obligations under this *Contract* to another third party, you hereby give us permission to transfer your personal information to such entity.
12. A waiver of any breach will only be valid if it is confirmed in writing by the parties and any waiver is without prejudice to any other or future breach. The remedies available to the parties under this *Contract* shall be without prejudice to any other rights, either at common law or under statute, which either may have against the other.
13. The invalidity or unenforceability of any term of, or any right arising pursuant to the *Contract* shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
14. The construction, validity and performance of the *Contract* shall be governed by the law of England. The *Contract* shall be subject to the sole jurisdiction of the English Courts.
15. In the event that any dispute or difference arises between us (including any dispute concerning the construction, meaning or effect of these terms and conditions) or any other matter arising out of or in connection with the *Contract*, you and we shall in the first instance make reasonable endeavours to resolve such dispute via good faith negotiations, failing which both parties shall attempt to resolve the dispute by an Alternative Dispute Resolution technique recommended by the Centre for Dispute Resolution. In the event that the dispute cannot be resolved in accordance with the foregoing, either party may pursue the resolution of such dispute via the courts. The parties submit to the exclusive jurisdiction of English courts.
16. Emergencies

- If there is concern or notice of a gas leak, it is advised that you should immediately contact National Grid on 0800 111 999 unless otherwise notified.
  - If you have any welfare concerns relating to a power cut, or are worried about the safety of over or underground electricity cables or substations, it is advised that you call 105 or visit [powercut105.com](http://powercut105.com).
17. Microbusiness Consumer *Contract* - for the purposes of sales, renewals, *Contractual* information, supplier transfers and billing, we treat all small and medium enterprises serviced by our business *Energy* team as microbusinesses. If you are not a microbusiness the *Energy* Ombudsman may not handle any dispute between us and you will not be entitled to a payment where we miss an appointment which falls under the standards of performance regulations.
18. Letters of Authority
- Your *Contract* and the details thereof will not be discussed with a third-party intermediary unless we have a valid *Letter of Authority* from you to do so. Where you provide a third-party intermediary with a valid *Letter of Authority*, we shall provide them with the information specified in the *Letter of Authority*.
  - We do not accept VAT declaration forms, Direct Debit mandates and / or CCL exemption forms signed by *Third Party Intermediaries* even if there is a valid *Letter of Authority*.

## U. Definitions

*Advanced Meter*: A specific type of meter that we can communicate with which will record and send us your *Meter readings* remotely.

*AQ*: Annual Quantity. This is the amount of gas you consume in a year, measured in kilowatt hours (kWh).

*Authorised Representative*: A person who has authority to act on your behalf including, but not limited to, a person in a position of authority in your organisation, a third-party intermediary, broker, consultant or managing agent.

*Check Charge*: A fee payable if you wish for us to investigate the accuracy of your meter. For information about the value of the *Check Charge*, please see the Our Additional Charges section of our website.

*Climate Change Levy (CCL)*: A tax on business electricity and gas supplies introduced in the Finance Act 2000.

*Consumption Data*: the data we receive which measures your usage over a period of time.

*Contract*: Except where this a *Deemed Contract*, the *Contract* between you and us is made up of: these terms and conditions, the detail within your *Contract Letter* and statement of renewal.

*Contract Letter*: A letter and / or electronic communication sent to a customer who is being offered a *Contract*. The *Contract Letter* confirms the prices and details of the tariff you are being offered. There will also be a statement of renewal included.

*Deemed Contract*: where we supply *Energy* to *Premises* without there being an agreed *Contract* between you and us, that supply is taken under a *Deemed Contract* in accordance with legislation. Where there is a *Deemed Contract*, the *Contract* between you and us is made up of these terms and conditions and our deemed prices as explained in

section B. *Deemed Contracts* are supported by the following Acts; Schedule 2B Paragraph 8 of the Gas Act 1986 and Schedule 6 Paragraph 3 of the Electricity Act 1989

*De-energise / De-energised*: Where supply to a meter is interrupted so that *Energy* cannot flow from the network to the *Premises*.

*EAC*: Estimated Annual Consumption - This is an estimate of how much electricity you will use each year, measured in kilowatt hours (kWh).

*End Date*: The last date on which the current charges and / or pricing mechanism is applicable. The *End Date* is shown in your *Contract Letter* and for *Fixed Term Contracts* on bills.

*Energy*: Electricity and / or gas as appropriate.

*Fixed Term Contract*: A *Contract* where the prices we charge for the supply of *Energy* are fixed for a period of time.

*Fraudulent / Fraudulently*: Including but not limited to, any deliberate act or omission by you that results in incorrect, false or incomplete information being provided to us is intended to deceive in any way.

*Letter of Authority (LOA)*: A letter signed by a person in a position of authority in your organisation or, where a third-party intermediary has entered into an agreement with us, a verbal recording by you which meets our requirements (available on request) that grants authority for a Third-Party intermediary to act on your behalf in relation to this *Contract* and / or your *Energy* supply and which has been accepted by us.

*Material Breach(es) / Materially Breached*: A breach serious enough to destroy the value of the *Contract* and give basis for an action for breach of *Contract*.

*Meter reading*: A measurement in units of *Energy*, recorded on a meter used to calculate consumption over time.

*Meter point(s)*: The point at which *Energy* is metered prior to supply to your *Premises* and at which ownership and risk in that *Energy* passes to you. There may be more than one *Meter point(s)* at each *Premises*.

*Notice Date*: The date by which you must tell us that you want to switch supplier at the end of your *Fixed Term Contract* and avoid being moved to our *Out of Contract Prices*.

*Out of Contract Prices*: The prices we charge after a Fixed term has ended by you or us and no new *Contract* has been agreed and we continue to supply the *Premises*. These terms and conditions will continue to apply.

*Premises*: The location or locations which you are responsible for where we supply the services.

*Renewal Letter*: we will send you a renewal offer letter and a statement of renewal - to propose pricing and other commercial terms and conditions to you after the *End Date* of your *Fixed Term Contract*.

*Security Deposit*: A sum of money paid to us, which forms part of your commercial terms. *Security Deposits* are paid back when certain conditions have been satisfied or used to offset any debit balances.

*Smart Meter / Smart Metering*: *Smart Metering* is a service using specialist equipment installed onsite, through which we can take reads and *Consumption Data* from your meter remotely without visiting your *Premises* and, in many cases, switch your *Energy* supply on or off remotely.

*Standing Charge*: the daily charge that you must pay us to keep the site connected to the gas or electricity supply, however much gas or electricity you use

*Start Date*: the day on which the supply of *Energy* to your *Premises* is proposed to commence specific to the *Contract* and tariff you agree with us.

*Statement of Renewal*: means a written statement explaining the process for *Contract* renewal and termination. We will send you the statement when you enter into a *Contract*, when your *Contract* is extended and, if you have not indicated your intention to terminate the *Contract*, when we send you a renewal reminder

*Termination Fees*: shall be the charge levied by us, if any, and payable by you in the event of termination of the *Contract* before the renewal date.

*Third Party Intermediary (TPI or Start Date)*: An *Energy* broker or *Energy* consultant who provides price comparison, *Energy Contract* advice and in some instances utility management to businesses. In most instances, the costs of services provided by *Third Party Intermediaries* will be recovered in your *Energy* rates. Your broker will be able to provide you with details of the costs for their services that have been included in your *Energy* rates. Speak to your third-party intermediary for more details where applicable.

*Validation Checks*: these include checking that the third-party intermediary has: 1) provided you and / or us with correct and complete information, 2) followed the procedures we require; and / or 3) ensured that the *Contract* has been completed in a transparent and compliant manner.

VAT – value added tax as described in the Value Added Tax Act 1994.