

Terms for the Supply of Electricity between Corona Energy and the Customer

Definitions

<p>‘Contract Price’ means the price charged to you for the supply of electricity during any Fixed Price Period</p> <p>‘Customer, you, your’ means the customer identified in the Particulars that has contracted on the terms of this Agreement for the supply of electricity.</p> <p>‘Deemed Price’ means the price we charge to customers for electricity who are supplied by us but who do not have a current contract with us.</p> <p>‘Distributor’ means the distribution network operator company responsible for operating the electricity distribution network to which your Supply Points are connected.</p> <p>‘End Date’ means the date when the Fixed Price Period ends as stated in the Particulars.</p> <p>‘Estimated Consumption’ means estimated annual consumption and refers to the estimated amount of electricity that you are expected to consume in a year as set out in the Particulars.</p> <p>‘Fixed Price Period’ means a period during which the price charged to you for electricity is fixed (subject to the terms of this agreement).</p> <p>‘Meter’ means the measuring equipment installed at or in the location of the Supply Point for the</p>	<p>purpose of measuring electricity consumed at the Supply Point.</p> <p>‘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.</p> <p>‘Particulars’ means the particulars of contract that sets out certain information regarding the terms of supply of electricity to you.</p> <p>‘Renewal Process’ means the process we start 3 months before the End Date to renew, extend or terminate your contract.</p> <p>‘Site’ means the location(s) at which you consume electricity as identified in the Agreement.</p> <p>‘Start Date’ the date on which we have agreed to begin the supply of electricity to you under this Agreement.</p> <p>‘Supplier, we, us’ means Corona Energy Retail 5 Limited, the company that is supplying your electricity under this Agreement.</p> <p>‘Supply Point’ means the point(s) at which we shall make electricity available to you under this Agreement.</p> <p>‘Transporter’ means the operator of a transmission system</p>
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1 Duration

- 1.1 This Agreement comes into effect when signed by both parties. Our obligation to supply electricity to you will begin on the Start Date. You will use all reasonable efforts to ensure that we can supply electricity to you on the Start Date.
- 1.2 We will follow industry processes and transfer your Sites to us from your previous supplier within 21 days of this Agreement unless:
- 1.2.1 The Start Date in the Particulars is more than 21 days after the date of this Agreement in which case we will transfer the sites on the Start Date; or
 - 1.2.2 You ask us not to transfer the Sites; or
 - 1.2.3 Your previous supply blocks the transfer to us; or
 - 1.2.4 We do not have the correct information to complete the transfer (having taken all reasonable steps to obtain the information from you or elsewhere); or
 - 1.2.5 Works need to be carried due to the supply being through an exempt distribution system; or
 - 1.2.6 We cannot complete the transfer for reasons outside our control.
- 1.3 We reserve the right to charge you for additional costs incurred by us in the event that the transfer does not occur on time due to your act or omission
- 1.4 If any of the information you have provided to us is inaccurate this may lead to us terminating this Agreement before the Start Date. In particular we may terminate the Agreement if:
- 1.4.1 There is a Green Deal attached to any Site that is subject to this Agreement

1.4.2 There is a pre-payment meter or other meter at any Site that is subject to this Agreement that we cannot support (although we reserve the right to continue the supply and change the meter in accordance with clause 4.4).

- 1.5 This Agreement shall continue in full force and effect until terminated in accordance with its terms. At least three months before the End Date we will contact you as part of our Renewal Process to discuss renewing this Agreement for a further Fixed Price Period. Please note that if you have not served notice to terminate this Agreement and do not contact us during the Renewal Process, this Agreement will be automatically renewed for a period of 12 months. On renewal your Contract Price may be different as long as we have complied with our obligations to notify you of the variation in accordance with clause 2.1 below.

2 Price

- 2.1 Subject to clause 2.2, 2.6 and clause 3.4 below, you will be supplied for the Fixed Price Period at the Contract Price shown in the Particulars until the stated End Date for that Fixed Price Period. We may vary the Contract Price for subsequent Fixed Price Periods by giving you not less than two months’ prior written notice, failing which there will be no change (subject to your rights to terminate under clause 8.1).
- 2.2 If you have chosen the SME Fully Fixed product (as stated in the Particulars) we may only vary the Contract Price during the applicable Fixed Price Period to reflect either (a) cost increases arising from changes in law, regulation or tax (excluding any changes to the rate charged to us for feed-in tariff charges or renewable obligation charges) or (b) where information provided to us by you to help us calculate the Contract Price turns out to be incorrect – an example would be meter ownership status or what you use the Site for.
- 2.3 If you have chosen the SME Fixed product (as stated in the Particulars), in addition to those reasons set out in clause 2.2, we may vary the Contract Price to reflect changes in the charges imposed on us by the Distributor, Transporter, meter reading

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- agency, the rate charged to us for feed-in tariff charges or the rate charged to us for renewable obligations.
- 2.4 Electricity supplied after termination of this Agreement shall be at the Deemed Price and on a deemed contract (terms of which can be supplied on request).
- 2.5 For the avoidance of doubt, the Contract Price is applicable only to the Sites agreed to be supplied at the Start Date or at the commencement of subsequent Fixed Price Periods. Any sites which you wish to add to this Agreement during a Fixed Price Period will be the subject of a separate price quote from us.
- 2.6 Your Contract Price assumes that we will be providing meter operator services. If you employ your own meter operator or we are required to change a meter to enable us to supply you we reserve the right to the adjust your Contract Price.
- 2.7 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 the day before the Start Date, and at least once every six months thereafter. 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 (unless agreed otherwise in the Particulars). 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. 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 of £40. Where any amounts are outstanding, we may prevent you transferring to another electricity supplier by lodging an objection (irrespective of your termination rights).
- 3.3 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.
- 3.4 All payments must be made by direct debit unless stated otherwise in the Particulars. Failure to do so may result in termination of the Agreement or an increase in the Contract Price by 1p/kWh.
- 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.
- 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 Agreement 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 AMR in accordance with clause 10.
- 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 problem with your supply you should contact your Distributor which is named in the Particulars. 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 4 and 5 of this Agreement.
- 6 Change of ownership and De-Energised or Disconnected Sites**
- 6.1 You acknowledge that we have given you the benefit of a fixed price in expectation that it would be paid in full for the whole of the Fixed Price Period, that the Contract Price has been calculated on this basis and that we have incurred costs accordingly. However, if you intend to leave the Site during a Fixed Price Period, we will allow you to terminate the Agreement early on the following conditions: (a) you must give us at least one month's written notice, stating the date you intend to leave, your new address, and the name and current address of the proposed new owner or occupant; (b) you must provide a Meter reading on the date you leave; and (c) we reserve the right to charge a one-off cancellation fee equivalent to 3% of the value of the Estimated Consumption of electricity at the Contract Price for each full calendar month remaining from the date of early termination until the end of the Fixed Price Period.
- 6.2 If during a Fixed Price Period you cease to use electricity at any Supply Point, we will still need to charge you for costs incurred by us (including applying 6.1(c) above) in relation to the Supply Point for the remainder of the Fixed Price Period. 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 Agreement or from any negligent act or omission hereunder.
- 7.2 If due to any circumstance beyond the reasonable control of one party to this Agreement 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.

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- 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 Agreement shall not exceed the value of the Estimated Consumption of electricity at the then Contract Price in the year the liability arises.
- 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.
- 8 Termination**
- 8.1 Either party may terminate this Agreement at the end of any Fixed Price Period by giving the other party at least two months' prior written notice. The notice can be served at any time as long as it is received two months before the end of the Fixed Price Period. Any termination notice should be in writing and either sent by post to Corona Energy, Edward Hyde Building, 38 Clarendon Road, Watford, WD17 1JW or via email to power.terminations@coronaenergy.co.uk. You will be able to transfer to another supplier provided this has been done and the Fixed Price Period has come to an end (subject to there being no outstanding amounts on your account). You should also refer to clause 9.6 below if taking this option.
- 8.2 If you commit a material breach of this Agreement or become insolvent or unable to pay your debts or withdraw your direct debit mandate we may terminate this Agreement immediately by written notice to you.
- 8.3 The Agreement 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.
- 8.5 If we terminate the Agreement under Clause 8.2, in addition to any sums payable under Clause 8.4 you agree to indemnify us against any losses and expenses incurred in respect of such termination, including (without limitation) any losses incurred in disposing of the electricity bought to meet your Estimated Consumption demand for the outstanding Fixed Price Period.
- 9 General**
- 9.1 By entering this Agreement you are agreeing to enter into an agreement between your Distributor and you the terms of which are set out in the National Terms of Connection. The National Terms of Connection set out your rights and obligations in relation to your connection to the distribution network at each Site.
- 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement to reflect industry changes on giving you not less than 2 months' prior written notice.
- 9.9 This Agreement, 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.
- 10 Automated Meter Reading**
- 10.1 We reserve the right to install either an Automated Meter Reading ("AMR") device or smart meter at your Site(s) and you agree to allow us to do this.
- 10.2 Installation of AMR devices or smart Meters is subject to a Site survey. If we can install our standard AMR device without additional work then there will be no additional charge to you. If additional work is required or we need to install a different device or a Smart Meter we will discuss the options with you before proceeding.
- 10.3 You may request that we install an AMR device at your Site(s). All such requests will be subject to Site surveys and agreement between us and you before installation takes place.
- 10.4 If you have a smart meter or AMR device 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 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.