



# Gas Supply Agreement

between

**WINGAS UK LIMITED**

and

**CUSTOMER**

Contract Reference: **WGXXXXX**

**WINGAS UK LIMITED SPECIAL TERMS AND CONDITIONS****WINGAS UK Limited Reference:** **WGXXXXX****Supply Start Date:** **01<sup>st</sup> Month Year at 0600 hours****Supply End Date:** **01<sup>st</sup> Month Year at 0600 hours**

This Agreement consists of:

(A) These Special Terms and Conditions which comprise:

- |                       |                                      |
|-----------------------|--------------------------------------|
| (i) Part A: Parties;  | (iv) Part D: Form of Credit Support; |
| (ii) Part B: Price;   | (v) Part E: Variations;              |
| (iii) Part C: Supply; |                                      |

(B) The General Terms and Conditions;

as such Special Terms and Conditions and General Terms and Conditions Version 4.3 are amended or supplemented in accordance with their terms.

Executed on behalf of WINGAS UK LIMITED	Executed on behalf of <b>CUSTOMER</b>
Signature:	Signature:
Print Name:	Print Name:
Position:	Position:
Date:	Date:

**Price Schedule:**

<b>Commodity</b>	<b>0.0000 p/kWh</b>
<b>Standing Charge</b> (aggregated if more than one site)	<b>0.00 £/Day</b>
<b>Payment Days</b>	<b>14</b>

**Part A: Parties**

<b>WINGAS UK Registered Address</b>	<b>Customer Registered Address</b>
WINGAS UK LIMITED (referred to as "WINGAS UK")	<b>CUSTOMER</b> (referred to as "Customer")
Burleigh House, 73-75 Sheen Road, RICHMOND Surrey TW9 1YJ	<b>CUSTOMER ADDRESS</b>
<b>Registered Company Number</b> 05042905	<b>Registered Company Number</b> <b>XXXXXXXXX</b>

**Part B: Price**

<b>Price:</b> The Price shall be the sum of the relevant charges below:		
<b>Commodity</b>	See Price Schedule	
<b>Standing Charge</b>	See Price Schedule	
<b>Commodity for contracted quantities not taken</b>	If the Customer takes less than the Minimum Quantity in the Supply Period the Customer will pay WINGAS UK the Price for the difference between the actual Quantity taken and the Minimum Quantity. The commodity element of such Gas will be calculated on the basis that the Quantity of Gas not taken was deemed to have been sold to the Customer on the terms of this Agreement and then sold back to WINGAS UK at the value calculated in accordance with this Agreement minus the Out of Contract Margin for DM Sites (excluding £100 per meter per month charge).	
<b>Commodity for quantities in excess of contracted quantities</b>	If the Customer takes more than Maximum Quantity in the Supply Period the commodity element of the Price for all such Gas in excess of the Maximum Quantity will be the value calculated in accordance with this Agreement plus the Out of Contract Margin for DM Sites (excluding £100 per meter per month charge).	
<b>Out of Contract Margin (if applicable)</b>	DM Sites	0.3412 pence per kWh of Gas PLUS £100 per meter per month management charge
	NDM Site	0.6824 pence per kWh of Gas PLUS £100 per meter per month management charge

**Part C: Supply: Contract Quantities, Nominations and Revisions****CONTRACT QUANTITY**

The Quantities set out below are the contracted Quantities at the Start Date and may be amended during the Supply Period by agreement using the following procedure

- Customer requests reforecast offtake Quantities for any given period of its contract.
- WINGAS UK informs Customer of Quantities (if any), and any amendment to the elements of the Price in writing (PDF by email).
- On receipt of Customer's signed response, WINGAS UK records changes to the table headed Contract Quantities and issues a new table.

Supply Period Start	Supply Period End	Contract Quantity kWh	Minimum Quantity (80%)	Maximum Quantity (120%)
01/10/13	01/10/14	9,999,999	9,999,999	9,999,999
01/10/13	01/10/14	9,999,999	9,999,999	9,999,999

The Customer shall not be in breach of General Terms and Conditions Clause 3.1 unless its offtake is greater than the Maximum Quantity shown in the table above.

The Customer shall not be in breach of General Terms and Conditions Clause 3.5 unless its offtake is less than the Minimum Quantity shown in the table above.



WINGAS UK Limited Terms & Conditions

Part C: Supply: Transportation

For information: the transportation charges for this contract will be calculated against the values in the table below. These are subject to review and amendment by the Transporter based on actual capacity usage

Transportation Schedule: <b>CUSTOMER</b>	Contract Reference: <b>WGXXXXXX</b>
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Site Address	Meter Point Reference Number	Meter Serial Number	Annual Transporter Quantity (kWh)	Transporter Max Daily Consumption (kWh)
<b>ADDRESS</b>	<b>MPRN</b>	<b>MSN</b>	<b>9,999,999</b>	<b>9,999,999</b>



## WINGAS UK Limited Terms & Conditions

### Part D: Form of Credit Support

CUSTOMER is initially not required to provide Credit Support.

In addition to Clause 8 of the General Terms & Conditions, WINGAS UK is entitled to demand Credit Support and/or adjust the payment terms referred to in Clause 7. (*Billing and Payment*) in the event that WINGAS UK (in its sole discretion) reasonably determines that anyone or more of the following cases (but without limitation) has occurred:

The Customer's Tangible Net Worth (defined as shareholders capital minus intangible assets) shall not fall below GBP 999,999,999, the Tangible Net Worth-ratio (defined as (Tangible Net Worth / balance sheet total minus intangible assets) times 100) shall not fall below 999% (NINETY-NINE), or the Tangible Net Worth shall not be reduced by 99% (NINETY-NINE) or more compared to the Customer's previous financial year.

XXXX ceases to own directly or indirectly a majority of the share capital or voting rights of CUSTOMER at any time.

One or more of the Credit Rating Agencies downgrade the Credit Rating of XXXX below, in the case of S & P, BBB- or, in the case of Moody's, Baa3 (if rated by both Credit Rating Agencies, the lower Credit rating shall apply); or if the rating is withdrawn.

(or)

CUSTOMER is required to provide Credit Support as defined in clause 8 of the General Terms & Conditions as at two weeks prior to the Supply Start Date.

The initial Credit Support is: 999,999 GBP

### Part E: Variations to the General Terms and Conditions

NO VARIATIONS



## WINGAS UK Limited Terms & Conditions

### Emergency Contacts Form

**Contacts must be available 24 hours a day / 7 days a week in case of any gas emergency or interruption. This form must be completed at the point of signature and initialled below.**

Site Address	Meter Point Reference Number	Emergency Contact Full Name (s)	Job Title (s)	Main Contact Telephone Number (s)	Mobile Contact Telephone Number (s)	Fax Number (s)	24 Hour contact? (Please Tick)
ADDRESS	MPRN	1.	1.	1.	1.	1.	
		2.	2.	2.	2.	2.	
		3.	3.	3.	3.	3.	

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End of Special Terms