



**Enterprise Gas Limited**  
**Berkhamsted House**  
**121 High Street**  
**Berkhamsted**  
**Hertfordshire**  
**HP4 2DJ**

## **ENTERPRISE GAS LIMITED – STANDARD TERMS AND CONDITIONS (Part B)**

### **For the supply of Natural Gas on a firm basis on a fixed price.**

#### **1 DEFINITIONS**

In these Terms and Conditions:

"Act" means the Gas Act 1986;

"Affiliate" means any holding company or subsidiary company of the Customer or any company which is a subsidiary of such holding company and "Holding Company" and "Subsidiary" shall have the meanings specified in Section 1159 of The Companies Act 1985, as amended from time to time;

"Agreement" means the agreement for the sale of Gas incorporating these Terms and Conditions;

"Agreement Date" means the date of this Agreement as shown in Part A;

"Contract Period" means the period beginning at 0600 hours on the Supply Start Date and ending on 0600 hours on the date this Agreement expires or is terminated in accordance with its provisions;

"Contract Price" means the price of Gas as shown in Part A of these Terms and Conditions;

"Contract Year" means any period beginning at 0600 hours on the Supply Start Date or any anniversary of the Supply Start Date and ending at 0600 hours on the next anniversary of the Supply Start Date;

"Control" has the meaning given by section 840 of the Income and Corporation Taxes Act 1988 and "Controlled" shall be construed accordingly;

"EG" means Enterprise Gas Limited (08085567) whose registered office is at Berkhamsted House, 121 High Street, Berkhamsted, Hertfordshire, HP4 2DJ.

"Customer" means the person or company named as such in Part A;

"Day" means a period of twenty-four hours beginning at 0600 hours on any day and ending at 0600 hours on the next day, and "daily" shall be construed accordingly;

"Force Majeure Event" means any event or circumstance preventing or delaying either party from performing any or all of its obligations under this Agreement, which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented or delayed and any event or circumstance that qualifies as force majeure under the Network Code shall be deemed to be an event of force majeure for the purposes of this Agreement;

"Gas" means all natural gas supplied to the Customer by EG in accordance with the Agreement;

"Maximum Annual Quantity" means that quantity of Gas specified in Part A in respect of each Site, which shall not be exceeded in any Contract Year;

"Maximum Daily Quantity" means that quantity of Gas specified in Part A in respect of each Site, which shall not be exceeded in any Day;

"Meter" means the measuring equipment of the Transporter installed at or near the Supply Point at each Site;

"Minimum Annual Quantity" means that quantity of Gas specified in Part A in respect of each Site, which the Customer has committed to purchase in the Contract Year;

"Month" means a period beginning at 0600 hours on the first day of any calendar month and ending at 0600 hours on the first day of the next calendar month;

"Monthly Reference Consumption" means that quantity of Gas calculated by applying the following factors to the Nominated Annual Consumption in respect of the relevant month:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
% Used	13.8	13.6	12.2	9.8	7.1	4.2	2.4	2.4	4.2	7.3	10.3	12.7

the Customer acknowledges that EG may from time to time amend the factors set out in the table above. "Nominated Annual Consumption" means that Quantity of Gas, as nominated by the Customer and specified as such in Part A in respect of each Site;

"Site" means the location at which the Customer carries on its business and which is identified in Part A as amended from time to time pursuant to Clause 3.2 or by agreement in writing between the parties;

"Statutory Rate" means the rate of interest payable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998;

"Supply" means the provision of Gas pursuant to this Agreement and "Supplied" shall be construed accordingly;

"Supply Start Date" means the date shown in Part A;

"Supply Point" means the point at which the Customer's pipework is connected to the Transporter's gas supply pipeline at each Site;

"Transporter" means the public gas supplier as defined in the Act or any other pipeline operator which transports natural gas in connection with this Agreement; and

"Uniform Network Code" means the operating code in force from time to time prepared by the Joint Office of Gas Transporters;

#### **2 DURATION**

2.1 Unless the Agreement is terminated early under Clause 13, the Agreement shall continue in force for the Contract Period, comprising the initial period set out in Part A of this Agreement and each renewal period thereafter.

2.2 Unless either EG or the customer give to the other at least 30 days' written notice of its intention not to renew the Agreement, at the end of the Contract Period (and each renewal period after that), the Agreement shall be automatically renewed for a further period of 12 months.

2.3 The customer may at any time give at least 30 days written notice to prevent the rollover of the Agreement for a further fixed period and such notice will be treated as a termination notice.

2.4 Termination notices are to be in writing and sent to EG at the address set out in Clause 1 or to such other address as EG may advise.

2.5 In the event of termination pursuant to any such notice of termination under this Clause, EG shall continue to supply gas under this Agreement until such time as EG accepts notification from a replacement supplier that they will assume supply of Gas to the Site and the provisions of Clause 13.4 shall apply.

2.6 For the avoidance of doubt, the Customer shall remain liable for all Gas supplied to the Site and all costs associated with such supply during the continuation of this Agreement notwithstanding that the Customer ceases to be the owner, tenant or occupier of the Site.

#### **3 SUPPLY OF GAS**

3.1 Subject to:-

3.1.1 confirmation by EG of the acceptable credit status the Customer in accordance with EG's policies relating to the same in effect from time to time;

3.1.2 payment to EG of any security deposit required by EG from time to time in connection with the supply of Gas to the Customer;

3.1.3 acceptance by the Transporter of the transfer of the Supply Point to EG; and

3.1.4 acceptance by any previous transporter and supplier of the transfer of the Supply Point to EG

EG shall supply the Gas to the Supply Point at each Site set out in Part A with effect from the Supply Start Date (or such date as any previous supplier transfers the supply to EG under clause 3.1.4) on and subject to the terms of this Agreement, such Supply being in accordance with the requirements of the Act provided always that the Customer acknowledges that any delays to the supply of Gas arising other than as a result of EG's acts or omissions may result in an increase in the Contract Price.

3.2 EG may discontinue or restrict the supply of Gas to a Customer for the purposes of

3.2.1 preventing or reducing danger to life or property, or

3.2.2 securing the safety of the pipeline system, or

3.2.3 complying with a direction under section 2(1)(b) of the Energy Act 1976 and the Customer shall take all steps within its power to avoid using Gas at the Site

immediately following notification of the same by EG or the Transporter until advised by EG or the Transporter to the contrary.

#### **4 QUANTITIES**

4.1 The Customer shall not consume Gas at any Site in excess of the maximum annual, daily and hourly quantities set out in Part A without the prior written consent of EG. Such consent shall specify any terms subject to which such additional quantities of Gas will be supplied and may be subject to additional charges.

4.2 In relation to each Site:

4.2.1 the Customer shall notify EG as soon as practicable, and in any event not less than 90 days before any proposed change, of any likely change to the maximum annual, daily and hourly quantities set out in Part A; and

4.2.2 EG shall use reasonable endeavours to supply Gas in line with the amended maximum quantities notified in accordance with clause 4.2.1 but shall have no liability to the Customer if it is unable to do so. Any consent shall be in writing and shall stipulate any terms upon which such consent is granted.

4.3 If the Customer's consumption of Gas exceeds the maximum annual, daily or hourly quantities without the prior written consent of EG in accordance with clause 4.1, EG shall be entitled to charge for any additional costs incurred and charge the Customer [at the thirty day system average price, plus management charge or the contract price, whichever is the greater] for any Gas consumed in excess of such maximum quantities.

4.4 Notwithstanding that the Customer has not consumed the Minimum Annual Quantity by the end of the Contract Year to which such quantity relates, EG will be entitled to invoice the Customer at the contract price for the balance of the Minimum Annual Quantity not consumed by the Customer at the end of the relevant Contract Year.

#### **5 PRICE OF GAS**

5.1 In consideration of the supply of Gas to the Customer the Customer shall pay to EG the Contract Price.

5.2 The price for Gas supplied under this Agreement shall be the Contract Price set out in Part A, provided that EG may amend the Contract Price for the second and each subsequent Contract Year on giving the Customer 120 days notice prior to the beginning of such Contract Year of such amendment.

5.3 The Contract Price is exclusive of any applicable Value Added Tax or other tax or duty, including Climate Change Levy. Such taxes and duties shall be paid by the Customer in addition to the Contract Price.

5.4 During the term of the Agreement, in addition to the Contract Price the Customer shall be responsible for payment of all costs incurred by EG in connection with the transportation and metering of Gas (including any standing charges relating to the Agreement) to the Site, whether or not Gas is consumed at the Site.

#### **6 PAYMENT**

6.1 EG shall for each Month and in respect of each Site, render an invoice for sums to be charged to the Customer as follows:- 6.1.1 for any Meter which is read monthly, the quantity of Gas actually consumed by the Customer in that Month shall be charged for at the Contract Price. If the Transporter has not provided a Meter reading at the end of any Month, EG may substitute for the quantity actually consumed its best estimate of such quantity; and

6.1.2 for any Meter which is not read monthly, EG shall invoice the Customer for the Monthly Reference Consumption at the Contract Price.

6.2 In the month following the expiry of each Contract Year, EG shall, provided the Meter has been read, issue the Customer with an invoice or credit note as appropriate in respect of any difference in any amounts invoiced based on estimated readings of the meter or the Monthly Reference Consumption and the Customer's actual consumption of Gas based on readings of the Meter.

6.3 Subject to clause 6.7 where payments shall be due in advance, the Customer shall pay the amount due in respect of each invoice by the tenth Day (unless this falls on a weekend or Bank Holiday in which case payment shall be made on the next available day thereafter) of the Month following the Month in which the Supply was made;

6.4 All payments due from the Customer to EG under this Agreement shall be made by direct debit unless otherwise expressly agreed in writing by EG. The contract price shown is subject to payment being made by the tenth of the month (unless this falls on a weekend or Bank Holiday in which case payment shall be made on the next available day thereafter) and may be subject to change if payment is not received by the due date. The Customer shall indemnify EG in respect of all losses incurred by EG (whether direct or indirect) as a result of the Customer's failure to comply with the provisions of this clause 5.4.

6.5 If payment is not received by EG by the due date, then without prejudice to any other rights or remedies that EG may have, from the due date until payment EG shall be entitled to:-

6.5.1 object to the Customer transferring to another supplier; and/or

6.5.2 charge interest on overdue amounts at the Statutory Rate; and/or

6.5.3 demand a security deposit of such amount on such terms as EG deems appropriate; and/or

6.5.4 suspend the Supply of Gas to the Site; and/or

6.5.5 charge an administration fee to cover any costs incurred either directly by EG or by third parties as a result of such late payment.

6.6 EG may at its discretion, on the request of the Customer, issue a copy of any invoice rendered. EG shall be entitled to charge the Customer an administration fee to cover the costs of providing such copy invoices.

6.7 In addition to payment of a security deposit as referred to in clause 3.1.2 above, EG may require the Customer to pay EG in advance in respect of deliveries of Gas forecast to be made in the month immediately following the date of such payment. The Customer acknowledges that advance payments will be made based upon estimates of the volume of Gas to be used by the Customer in the relevant period, and that any credit or debit balances in relation to actual volumes of Gas taken by the Customer will be detailed on the Customer's account. EG shall be entitled to issue credit notes or invoices in respect of such balances at such time as EG considers reasonable and, in the case of an invoice, the Customer shall be required to pay such sums as are invoiced by the tenth day (unless this falls on a weekend or Bank Holiday in which case payment shall be made on the next available day thereafter) of the Month following the date of the Month of invoice.

#### **7 MEASUREMENT**

7.1 Subject to the provisions of this Clause 7, the reading on the Meter shall be evidence of the quantity of Gas Supplied under this Agreement.

7.2 For each Site the following provisions shall apply:-

7.2.1 the number of therms Supplied shall be ascertained by multiplying the number of cubic feet of Gas registered by the Meter and corrected in accordance with clause 7.2.2(d), by the number of British thermal units in the calorific value of the Gas determined in accordance with clause 7.2.2(c) and dividing the product by 100,000;

7.2.2 EG may at any time and for all or part of the Gas supplied use either:-

(a) the relevant declared calorific value in megajoules per cubic metre converted to British thermal units per cubic foot;

(b) the average of actual calorific values ascertained in accordance with the official testing standards of the Department of Energy, at any point or points through which any Gas Supplied passes, in megajoules per cubic metre converted to British thermal units per cubic foot; or

(c) such other units of measure (at the discretion of EG) as are or become either those used by the Transporter or standard units of measure for the delivery of Gas;

(d) the number of cubic feet of Gas registered shall be corrected as EG deems appropriate as if it had been measured at a temperature of 60oF and either at a pressure of 30 inches of mercury (at 60o F and latitude 53oN) or 0 inches water gauge or such lower temperature or greater pressure as EG may determine; and

(e) corrections for the purpose of clause 7.2.2 (d) shall at the option of EG be effected by:-

(i) automatic correctors;

(ii) reference to the British Gas Standard Factors for Temperature and Pressure Correction, as applicable from time to time; and/or

(iii) such other method as is used by the Transporter.

7.3 The Meter shall be operated and maintained by the meter asset manager appointed in respect of such Meter.

7.4 Meter readings shall be taken at intervals determined by the Transporter.

7.5 The Customer shall allow the Transporter, EG or the Transporter's agent safe access to the Site and the Meter at all times

7.5.1 for any purpose relating to the Meter, pipes or wires (including removal of meters owned by EG or the Transporter) where the Customer

(a) is not consuming Gas at the Site; or

(b) is unwilling to pay all EG's charges in connection with the location or relocation of the Meter at the Site.

7.5.2 to inspect or test the Meter or connection;

7.5.3 if EG reasonably considers that any danger exists at the Site due to the Supply;

7.5.4 for such purpose as is required by EG in order to meet its regulatory requirements.

7.6 The Customer shall make records of such readings available for inspection by EG. If the Customer fails to give access to enable a meter to be inspected, as appropriate, the Transporter will obtain a reading of the meter via the Must Read Warrant process. The Customer shall indemnify EG against any costs and expenses it incurs to obtain a reading.

7.7 EG or the Customer may, each at their own option and expense, install and operate measuring devices to check the Meter for accuracy provided that such devices do not interfere with the operation of the Meter.

7.8 The Customer may at any time, by giving reasonable notice in writing, request that EG arranges for the Meter to be verified for accuracy. If verification shows that the Meter is within plus or minus two per cent of accuracy, the costs of the verification shall be borne by the Customer. If the Meter is outside these limits, EG will bear the cost of verification.

7.9 If the Meter fails to register the Gas within the limits set out in clause 7.6, the quantity of Gas Supplied since the previous Meter reading referred to in clause

7.4 shall be calculated at the discretion of EG:-

7.9.1 by using the readings of any measuring device installed pursuant to clause 7.7;

7.9.2 by making adjustments on the assumption that the Meter has had the same degree of error since the previous Meter reading; or

7.9.3 by reference to the quantity of Gas Supplied based on consumption or the annual consumption during a preceding period under similar conditions when the Meter was registering accurately.

7.10 EG warrants that it has made all the necessary arrangements for the performance of any obligations of the Transporter under this Agreement.

7.11 The Customer shall notify EG if it becomes aware of any change to the postal address of any Supply Point.

7.12 The Customer shall provide an accurate Meter reading immediately to EG on vacating the Site. If readings are not provided EG will impose suitable readings and these will be the basis for its calculations of the amount of Gas consumed by the Customer.

7.13 The Customer shall indemnify EG against any costs and expenses EG incurs in connection with

7.13.1 disconnection of the Meter; or

7.13.2 replacement or repair of the Meter or associated pipework and equipment.

## **8 SITE EQUIPMENT AND SAFE USE OF GAS**

8.1 The Customer undertakes at all times to use the Gas in a safe manner and so as not to interfere with the supply of Gas upstream of the Supply Point.

8.2 The Customer agrees that the Gas supplied under this agreement shall be wholly or mainly for commercial use only. If the Customer intends to use Gas at any Supply Point wholly or mainly for domestic use it shall immediately notify EG in writing. 8.3 The Customer shall:

8.3.1 be responsible for all equipment pipes and apparatus downstream of the Supply Point;

8.3.2 allow EG and its authorised agents, employees and sub- contractors and the Transporter safe, full, free and uninterrupted access to the Site for all purposes connected with the discharge of its obligations and for the purpose of:-

a) inspecting installing, repairing, replacing, upgrading, disconnecting or disabling any Gas fittings, equipment, apparatus and pipes on the Site;

(b) where in EG's opinion it is necessary to do so and where it is so entitled under the Act, including in order to prevent or reduce danger to life or property, cutting off or discontinuing the Supply of Gas to the Site; and

(c) where any escapes occur, preventing such escapes (whether by cutting off the Supply or otherwise);

8.3.3 provide EG with all assistance, data and other information reasonably required by EG or its agents to comply with any legal requirement, its or their obligations under the Network Code or any other agreement, law, regulation, licence, authorisation or code necessary to permit or required in connection with the Supply of Gas under this Agreement;

8.3.4 allow the Transporter safe, full, free and uninterrupted access to the Site for the purpose of installation, operation, maintenance, testing and renewal of the Meter and any other equipment, pipes or apparatus of the Transporter;

8.3.5 indemnify EG in full against any and all loss of or damage to the property of the Transporter except to the extent that such loss or damage is caused by the negligence of EG or the Transporter;

8.3.6 provide free of charge at the Site, supplies of power, water and drainage and protection for the Meter and any other requisite equipment, pipes or apparatus;

8.3.7 where the Customer intends to use the Gas for supply to gas boosting equipment, a compressor or with compressed air or extraneous gas, give EG not less than 28 days written notice of such use and, if so required by EG, install and keep in use, at the Customer's cost, an appliance approved by the Transporter to prevent pressure fluctuations in the Transporter's mains and any other inconvenience or danger to other consumers of Gas;

8.3.8 on disposal of the Site in which any part of the Meter, and any other equipment, pipes or apparatus of the Transporter and/or EG is installed, and at any time on reasonable request by EG, grant an easement to EG to lay, install, maintain or operate the Meter or any part of it or any other equipment, pipes or apparatus of the Transporter or EG. Such easement shall be sufficient to avoid any circumstances which might permit the Customer, its successors or assigns from doing anything which might prevent or impede the performance of any such activities by the Transporter and/or EG;

8.3.9 report any escapes of Gas to the Transporter using the continuously attended telephone service provided by the Transporter for this purpose. EG has arranged for the Transporter to provide an emergency call-out service. The Customer shall comply with any instructions given by the Transporter or EG in the event of an emergency. The Customer shall reimburse EG the amounts that the Transporter charges EG for the call-out charges attributable to the first half hour spent on any such emergency call-out; and

8.3.10 inform EG immediately if it becomes aware of any damage to or interference with a Meter.

8.4 EG shall wherever possible, provide the Customer with reasonable prior notice of any necessary maintenance, repair or replacement of any facilities and shall use reasonable endeavours to carry out or procure the carrying out of such works at minimal inconvenience to the Customer.

## **9 OWNERSHIP**

9.1 Title to and risk in the Gas shall pass to the Customer at the Supply Point.

9.2 The Meter and any other equipment, pipes or apparatus of EG or the Transporter are not and shall not become the property of the Customer.

## **10 LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

10.1 The following sets out the entire liability of the EG (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Customer in respect of any breach of this Agreement, any representation or statement made or act or omission relating to or done in connection with and in respect of any contemplated performance or lack of performance including negligence and other tortious liability.

10.2 All warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law but this exclusion does not apply to any implied condition that EG has or will have the right to sell the Gas when the property is to pass.

10.3 Nothing in these Terms & Conditions excludes or limits EG's liability for death or personal injury caused by the EG's negligence or for fraudulent misrepresentation or excludes or limits any other liability to the extent such liability may not be excluded or limited as a matter of law.

10.4 Subject to clauses 10.2 and 10.3:-

10.4.1 EG shall not be liable to the Customer for:-

(a) any loss of profit of production, financial loss, depletion of goodwill; and

(b) any indirect loss, damage, costs or expenses whatsoever in each case which arise out of or in connection with this Agreement or its contemplated performance or lack of performance; and

10.4.2 subject to clause 10.4.1, the EG's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of this Agreement shall be limited to £20,000.

## **11 FORCE MAJEURE**

EG shall not be liable for any delay in performance or failure to perform its obligations under this Agreement where such delay or failure results from circumstances beyond EG's reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for its performance shall be extended by such period as is equal to the delay or by which performance is prevented

## **12 SUSPENSION**

If the Customer fails to comply with any of its obligations in respect of any Site and such failure remains unremedied for seven days after EG has given written notice to the Customer requiring the failure to be remedied, EG shall be entitled to suspend the Supply to the relevant Site immediately and until such time as the failure is remedied, without prejudice to any other rights or remedies that EG may have and provided always that any such suspension shall not be treated as being outside the control of the Customer.

## **13 TERMINATION**

13.1 EG shall be entitled to terminate the Agreement if:-

13.1.1 the Customer commits a material breach of any of its obligations under the Agreement; or

13.1.2 EG reasonably believes that the Customer is unable to pay its debts; or

13.1.3 the Customer ceases or in the opinion of EG threatens to cease to trade; or

13.1.4 the Customer fails to pay a security deposit in accordance with clause 6.5 or clause 14.2; or

13.1.5 EG is no longer able to supply Gas in accordance with the terms of its licence.

13.2 Termination of this Agreement shall not affect rights and duties accrued before termination.

13.3 EG may on the occurrence of a termination event set out in clause 13.1 terminate the Agreement with respect to any particular Supply Point or the Agreement as a whole.

13.4 If the Agreement is terminated either by the Customer giving notice under clause 2 or by EG under clause 13.1:- 13.4.1 EG shall continue to supply Gas to the Site under this Agreement until such time as EG accepts notification from a replacement supplier that they will assume supply of Gas to the Site;

13.4.2 any Gas supplied to the Customer under clause 13.4.1 shall be supplied at EG's prevailing rates for the supply of supplementary Gas from time to time in effect and notwithstanding termination of the Agreement the provisions of clauses 6.3 and 6.4 shall apply to all volumes of Gas supplied to the Customer; and

(a) the Customer shall pay EG the sums due (if any) under clause 4.4; and

(b) any payments due under this clause shall be made by the Customer within 10 days of the date of EG's invoice.

13.5 The provisions of clause 13.4 shall continue notwithstanding termination or expiry of the Agreement.

#### **14 ASSIGNMENT AND CHANGES TO THE CUSTOMER**

14.1 The Customer shall:

14.1.1 not assign its rights under this Agreement and shall remain liable for all gas supplied to any Supply Point until any subsequent owner, lessee or occupier of the site enters into an account for the supply of gas or until such Supply Point is physically disconnected from the network; and

14.1.2 inform EG immediately on any changes in the management or Control of the Customer and of any change in its organization or method of doing business which might affect its consumption of Gas or the performance of its duties under this Agreement.

14.2 For the avoidance of doubt at any time EG may require the Customer to pay a security deposit of such amount and on such terms as EG deems appropriate.

14.3 EG shall have the right to object to the Customer transferring to another supplier if:

14.3.1 the date of the proposed transfer precedes the expiry of any notice of termination given under the Agreement; or

14.3.2 any sums due from the Customer to EG are outstanding or beyond EG's payment terms, or

14.3.3 the Customer requests EG to do so; or

14.3.4 if an alternative supplier attempts to register the supply point in error; or

14.3.5 EG suspects that the transfer has been arranged without the Customer's permission; or

14.3.6 the supplier does not have bone fide proof that the Customer ownership or tenancy has changed

#### **15 COPYRIGHT , CONFIDENTIALITY AND DATA PROTECTION**

15.1 Copyright in this Agreement and in all documents produced by or on behalf of EG in connection with this Agreement shall remain with EG.

15.2 Neither party shall, without the prior written consent of the other, disclose to any third party or otherwise make use of any confidential information which has come into its possession or which may in the course of this Agreement come into its possession relating to the other party, this Agreement or otherwise, nor shall it disclose to any third party anything contained in this Agreement. This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of either party.

15.3 The obligations contained in this Clause 15 shall continue notwithstanding any termination of this Agreement.

15.4 EG or its agents may use information provided by the Customer for the purposes of managing the Customer's accounts, delivery of Gas and other services to the Customer, detection of fraud and loss, creation of statistics and market analysis and to contact the Customer in connection with the services offered by EG.

15.5 EG may pass personal information relating to individuals at the Customer to third parties for the purpose of processing data under clause 15.4 and for the purpose of meeting EG's regulatory obligations from time to time.

#### **16 CUSTOMER'S WARRANTIES AND INDEMNITY**

16.1 The Customer warrants that in entering into this Agreement it is not in breach of any contract with a third party for the supply of Gas.

16.2 The Customer warrants that it is the owner or occupier of the Site or Sites.

16.3 The Customer shall indemnify EG in full against any and all costs, fees, charges and other expenses incurred by it in connection with the recovery of monies due to EG by the Customer or the suspension of any supply of Gas to the Customer.

#### **17 WAIVER**

Failure or delay by either party in enforcing or partially enforcing any provision of this Agreement is not a waiver of any of that party's rights under this Agreement.

#### **18 NOTICES**

18.1 Any notice given pursuant to this Agreement shall be in writing and may be served by personal delivery, facsimile transmission, prepaid recorded delivery, registered post, or first class post to the addressee at its registered office for the time being and shall be deemed to have been received:-

18.1.1 in the case of personal delivery, at the time of delivery; and

18.1.2 in the case of recorded delivery, registered post or first class post, forty eight hours from the time of posting.

18.2 Termination notices may be served by electronic mail.

#### **19 RIGHTS OF THIRD PARTIES**

This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties Act 1999).

#### **20 INTERPRETATION**

20.1 This Agreement constitutes the entire agreement between EG and the Customer for the supply of Gas. EG's employees or agents are not authorised to make any representation concerning the supply of Gas unless confirmed by EG in writing and the Customer acknowledges that it does not rely on and waives any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).

20.2 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of any of its provisions.

20.3 This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, provide that nothing in this Agreement shall limit the right of EG to bring proceedings in any other jurisdiction, whether concurrently or not.