

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following terms have the following meanings:

“Additional Charges” any payments and charges other than Energy Charges payable by The Client(s) including for any additional goods and/or services and any late payments charges;
“Additional Period” the period of 12 months following the expiry of the Initial term (or where this Contract is terminated part way through such a 12 month period, the period until the date of termination);
“Advance Payments” in respect of each month during the Term, the LGP’s estimate of the Energy Charges, Charges and Additional Charges plus any tax thereon that will be payable by The Client(s) for that month;
“Agreed Unit Price” the price per kWh of gas and/or electricity payable by The Client(s) to LGP in respect of the Energy Charges and the provision of the Services as set out in the Order Form or notified by LGP to The Client(s) from time to time;
“Average Actual Daily Charges” Agreed Unit Price multiplied by Energy Usage for the previous 12 months divided by 365;
“Billing Period” in respect of an Energy Bill, the period of time to which the Energy Bill relates;
“Commencement Date” the date that LGP accepts the Order Form
“Charges” the Energy Usage multiplies by the Charges Rate;
“Conditions” these standard terms and conditions;
“Contract” these Conditions and the Order Form;
“Equipment” and equipment whatsoever used to transport, measure and control gas and/or electricity;
“Energy Bill” a bill submitted by an Energy Supplier to The Client(s) for Energy Charges during the Term
“Energy Charges” any and all charges (including any Taxes) paid and/or payable by The Client(s) to an Energy Supplier in respect of The Client’s use of gas and/or electricity at the Premises and the Energy Supplier’s supply of gas and/or electricity to the Premises (including any connection and equipment charges);
“Energy Supplier” a company, entity or person(s) authorised to supply gas and/or electricity to the Premises;
“Energy Usage” the amount of gas and/or electricity that The Client(s) uses over a period of time;
“Information” any and all know how documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods at one party and disclosed to or otherwise obtained by the other party in connection with this Contract;
“Initial Term” the initial term set out in the Order Form;
“Meter Reading” the amount of gas and/or electricity used by The Client(s) according to any Equipment;
“Order Form” an order for the provision of Services by LGP to The Client(s) sent by The Client(s) to LGP and accepted by LGP in accordance with these Conditions;
“Premises” the premises identified in the Order Form;
“Price List” LGP’s published list of charges current at the time the charge is incurred, which may change from time to time.
“Rebate” any and all rebates in respect of the overpayment of Energy Charges by The Client(s) in respect

of the supply of gas and/or electricity to the Premises whether occurring before the Commencement Date or during the Term;
“Services” the services set out in clauses 4.1, 4.2 and 5 and any other services agreed to be provided by LGP to The Client(s) under this Contract;
“Standard Variable Rate” the rate for a standard no fixed rate contract. LGP reserve the right to change this rate with 30 days written notice.
“Standard Variable Plan” where there is no Agreed Unit Price or Contract. The unit rate charged on this plan will be in line with the Standard Variable Rate. LGP reserve the right to change this rate with 30 days written notice. The Client(s) can move supply away from LGP providing 30 days written notice is received.
“Tax” any and all applicable taxes, charges, duties and levies (including United Kingdom Value Added Tax calculated at the rate and in the manner prescribed by law from time to time;
“Term” the period from the Commencement Date until the termination of this Contract in accordance with this Contract;
“The Client” the company, entity or person(s) identified as The Client(s) in the Order Form;
“LGP” Krave Management Limited (a company registered in England and Wales with company registration number 08358816, trading as **Lancashire Gas and Power**, whose registered office is Eaton House, Station Road, Leeds, LS20 8BX.

1.2 Headings are included for convenience only and shall not affect the construction or interpretation of this Contract. The words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.
1.3 The Order Form has the same force and effect as if set out in the body of this Contract. In the event of conflict between the Order Form and these Conditions, the following order of precedence shall apply: (i) any terms set out in the Order Form which are unambiguously and expressly stated to vary the terms of this Contract (but then only to the extent of such variation); (ii) these Conditions; and (iii) the other parts of the Order Form.

2. APPOINTMENT

2.1 LGP may accept or reject any Order Form sent by The Client(s) to LGP at LGP’s discretion.
No Order Form or Contracts shall be legally binding unless and until accepted by LGP.
2.2 If LGP accepts an Order Form:
2.2.1 The Client(s) exclusively appoints LGP to provide the Services during the Term; and
2.2.2 The Client(s) shall not during the Term itself carry out any activity that falls within the scope of the Services or appoint any third party to provide any services to it that are the same as or similar to the Services
2.3 These Conditions apply to all Order Forms. Any different or additional terms and conditions contained on or referred to in any Order Form or any other documents or correspondence from The Client(s) shall not apply to the Order Form unless they are expressly accepted in writing by LGP.

3. THE CLIENT’S OBLIGATIONS

3.1 Promptly following the Commencement Date and from time to time during the Term as LGP requests, The Client(s) shall (and shall procure that any relevant third parties shall):
3.1.1 provide LGP and its representatives with (i) copies of its previous and existing Energy Supply Contract. (ii) details of its previous and current Meter Readings; and (iii) details of any Energy Charges paid by The Client(s) (including copies of any relevant invoices and receipts);
3.1.2 provide LGP and its representatives with access to such of its information, records, systems, facilities, premises and staff as they may reasonably require for the purpose of providing the Services, including access to the Premises to inspect the Equipment and to take or verify the Meter Readings; and
3.1.3 sign and execute such documents and do all acts as LGP and its representatives may reasonably require for the purpose of providing the Services, including to confirm to any Energy Suppliers or any third parties that they are authorised to: (i) request and receive information and documentation regarding The Client(s) and The Client’s previous and existing Energy Supply Contracts; (ii) negotiate, agree and manage the administration of any Energy Supply Contracts on behalf of The Client; and (iii) negotiate, agree and receive payment of Rebates.

4. SERVICES

4.1 Subject to The Client’s compliance with clause 3, from time to time during the Term as LGP deems reasonably appropriate LGP shall use commercially reasonable endeavours to:
4.1.1 Identify Energy Suppliers in respect of the Premises;
4.1.2 Negotiate the Energy Charges and any alternative Energy Supply Contracts with The Client’s existing Energy Supplier and/or any alternative Energy Suppliers on behalf of The Client(s) and in The Client’s name;
4.1.3 Sign and enter into such alternative Energy Supply Contracts on The Client’s behalf.
4.2 Subject to The Client’s compliance with clause 4, during the Term LGP shall use commercially reasonable endeavours to:
4.2.1 notify The Client(s) of any emergencies notified to it by an Energy Supplier in respect of the Premises or notify the relevant Energy Supplier of any emergencies notified to it by The Client(s) in respect of the Premises (but for the avoidance of doubt LGP shall not be responsible for management of any emergency for or on behalf of The Client);
4.2.3 liaise with the Energy Supplier and deal with any administration in respect of any Energy Bills for and on behalf of The Client; and

4.2.4 arrange for payment of any Energy Charges under any Energy Bills for and on behalf of The Client(s) in accordance with clause 5 (but for the avoidance of doubt The Client(s) shall remain primarily liable for and responsible for paying any Energy Charges)

5. PAYMENT OF ENERGY BILLS

5.1 LGP may invoice The Client(s) for the Advance Payments monthly in advance. LGP may increase the Advance Payments at any time upon written notice.
5.2 Following receipt of actual meter reading:
5.2.1 LGP shall calculate the actual Energy Usage, actual Energy Charges, actual Additional Charges and actual Tax on each of those items for the relevant Billing Period;
5.2.2 LGP shall provide The Client(s) with a statement showing the total of the actual Energy Usage, actual Energy Charges, actual Charges, actual Additional Charges and actual Tax on each of those items for the relevant Billing Period.

6. CHARGES AND PAYMENTS

6.1 LGP may charge The Client(s) the Charges for the provision of the Services.
6.2 Unless expressly provided otherwise in this Contract, LGP may invoice The Client(s) for any sums due under this Contract in arrears.
6.3 LGP may adjust the date of invoice for the Advance Payments and/or any other sums due under this Contract to coincide with its billing cycles from time to time.
6.4 The Client(s) shall pay all invoices in full and without any deduction or set off (whether in relation to such invoice or otherwise) within the timescales specified in the relevant invoice or, if not so specified, within 14 days of the date of LGP’s invoice. The Client(s) authorises LGP to alter The Client’s payment amount according to the actual amounts invoiced under this Contract. Time of payment shall be of the essence.
6.5 All sums payable under this Contract are exclusive of Tax, which shall be invoiced in addition at the rate and in the manner prescribed by law from time to time.
6.6 If full payment is not received by LGP by the due date by reason of failure of any payment due to insufficient funds or cancellation for any other reason, then without prejudice to its rights LGP may charge The Client(s) an additional fee of £45, £65 or £115 the schedule of additional charges which is available upon request.
6.7 LGP reserves the right to move The Client(s) onto the Standard Variable Rate should their account fall into 2 months or more arrears or if the Direct Debit instruction is cancelled.
6.8 If full payment is not received by LGP by the due date for any reason then without prejudice to its rights LGP may:
6.7.1 Sue for the outstanding amount; and/or
6.7.2 Suspend the provision of any and/or all Services
6.7.3 Terminate this Contract and issue a 7 days’ notice to move supply.
6.7.4 Refer the debt to Phidex Limited and will be subject to a surcharge of 25% plus VAT to

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	cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.	6.15	Upon reconciliation of a contract a meter multiplier will be levied to multiply the consumption on the reconciliation. The multiplier will be set by LGP and can be amended throughout any contract period.		shall not exceed the greater to the aggregate of the Charges paid by The Client(s) under this Contract in the 12 months prior to the date that such cause of action arose and £5000.		within 30 days of written notice requiring remediation; or
6.7.5	Where a contract is placed under a limited entity, the director(s) of the company will be personally liable for any outstanding debt	7	CONFIDENTIALITY	9.2	LGP shall not be liable for any failure or delay in the performance of any of its obligations under this Contract due to:	10.4.2	the other makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) for a continuous period of more than 30 days or otherwise becomes insolvent or suffers or is the subject of any disarrangement, execution, event of insolvency or even of bankruptcy or any other similar process or event, whether in the United Kingdom or otherwise.
6.8	If payment of an invoice is missed The Client(s) will be notified immediately and will have 7 days to make payment from the payment due date for this invoice to prevent this action.	7.1	Each party shall:	9.2.1	Any failure of The Client, any Energy Supplier or any Equipment;	10.5	LGP may terminate this Contract at any time immediately upon written notice to The Client(s) if The Client(s) disposes of or vacates the Premises, if the Premises is unoccupied for more than 90 days or if there is a change of control of The Client.
6.9	The Client(s) will pay LGP, in addition to any other fees due under this contract, the charges calculated in accordance with the Price List (available upon request).	7.1.1	Keep the other's Information confidential;	9.2.2	Any fire, explosion, flood, lightning, Act of God, act of Terrorism, war, rebellion, riot, sabotage or official strike or similar labour disputes; or	10.7	In the event that LGP is entitled to terminate this Contract under clause 10.3 then without prejudice to its right to terminate this Contract LGP may elect to suspend this Contract.
6	VOLUME TOLERANCE	7.1.2	Not divulge the other's Information to any third party except	9.2.3	Any events or circumstance outside the reasonable control of LGP; and LGP shall be allowed a reasonable extension of time for the performance of its obligations.	10.8	Save as provided below, upon the termination of this Contract, each party's rights, liabilities and obligations under this Contract shall cease. Each party's accrued rights, liabilities and obligations and the rights, liabilities and obligations of each party that are expressly or by implication intended to come into force or, remain in force following, the termination of this agreement (including without limitation under clauses 7 to 11 inclusive) shall survive any termination of this Contract.
6.1	Notwithstanding any other provision in the Agreement if The Client(s) aggregate consumption in an Agreed Supply Period at The Client(s) sites falls above or below the Estimated Annual Consumption for those sites by the Tolerance or more The Client(s) shall pay LGP a charge (the "Tolerance Charge") which shall be calculated as follows: Where The Client(s) aggregate actual consumption in a Relevant Period at such sites is less than or equal to the Estimated Consumption for those sites minus the Tolerance The Client(s) shall pay to LGP the Tolerance Charge calculated in accordance with this clause as follows: Tolerance Charge = ((EC-(ECxT))-AC)x(ER-SSP) Where The Client(s) aggregate actual consumption in a Relevant Period at such sites is greater than or equal to the Estimated Consumption for those sites plus the Tolerance The Client(s) shall pay to LGP the Tolerance Charge calculated in accordance with this clause as follows: Tolerance Charge = ((AC-(EC+(ECxT)))+(SBP-ER) Where: "AC" means the aggregate of all The Client(s) actual electricity consumption for the Relevant Period (in KWh) "EC" means the Estimated Consumption of all such sites "T" means the Tolerance "SBP" the time weighted average of the System Buy Price (as defined in the BSC) for each half hourly period during the Relevant Period (in £/MWh)/1000 "SSP" the time weighted average of the System Sell Price (as defined in the BSC) for each half hourly period during the Relevant Period (in £/MWh)/1000 "ER" means the time weighted average of the electricity Rate for such sites for each half hourly period during the Relevant Period (in £/MWh)/1000	7.2	The provisions of this clause 7.2 shall not apply to any Information that the receiving party can show:	9.3	Save as provided in clause 9.4, LGP shall not be liable for any claim to the extent that the claim relates to the loss of profits, goodwill, anticipated savings, business opportunity, data or use of data, injury to reputation, third party losses or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, strict liability or tort (including negligence) and regardless of whether LGP knew or had reason to know of the possibility of this loss, injury or damage in question.	10.9	On termination of this Contract for any reason except for termination of this Contract by The Client(s) under clause 10.3, LGP may invoice The Client(s) for the Termination Charges and the provisions of clause 5 shall remain in force following the termination of this agreement until full payment of such invoice has been received by LGP.
		7.2.1	is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this Contract or any other obligations of confidentiality;	9.4	Nothing in this Contract shall limit or exclude LGP's liability for:	10.10	On termination of this Contract for any reason:
		7.2.2	is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;	9.4.1	Death or personal injury resulting from negligence	10.10.1	Subject to clause 10.7, all amounts due to LGP under the Contract shall become immediately due and payable;
		7.2.3	is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or	9.4.2	Fraud or fraudulent misrepresentation; or	10.10.2	At its own cost each party shall promptly destroy all of the other's Information and personal data in its possession or control.
		7.2.4	was developed independently of and without reference to confidential information disclosed by the other party.	9.4.3	Any other liability the exclusion or limitation of which is not permitted by English law.		
		7.3	During the term of this Contract, LGP may use The Client's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material without the prior written consent of The Client. The Client(s) may withdraw such consent at any time upon reasonable written notice to LGP.	9.5	The Client(s) will fully indemnify and hold LGP harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against LGP as a result of or in connection with:		
				9.5.1	The condition or use of any Equipment;		
				9.5.2	The negligence of The Client(s) or its servants or agents; or		
				9.5.3	Any breach by The Client(s) of this Contract.		
		8	WARRANTIES	10	TERMINATION	11	GENERAL
		8.1	The Client(s) warrants and represents to LGP (and it is a condition of this Contract) that it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Contract.	10.1	This contract shall commence on the Commencement Date and shall continue for the Initial term thereafter for subsequent Additional Period unless and until it is terminated in accordance with this Contract.	11.1	The Client(s) may not assign, transfer, mortgage, charge, sub-contract, sub-licence or otherwise dispose of the whole or any part of this Contract without LGP's prior written consent. LGP may assign, transfer, mortgage, charge, sub-contract, sub-licence or otherwise dispose of the whole or any part of this Contract without The Client's prior consent.
		8.2	LGP warrants that the Services will be performed with reasonable skill and care. There are no warranties, conditions, guarantees or representations as to quality, fitness for a particular purpose or non-infringement of the Services or other warranties, conditions, guarantees or representations whether express or implies, oral or in writing, given by LGP except as expressly stated in this Contract. Time of performance of LGP's obligations shall not be of the essence.	10.2	Either party may terminate this agreement upon at least 30 days written notice to the other expiring on the expiry of the Initial term or any Additional Period.	11.2	In the event of any terms and conditions of this Contract being determined to be invalid, unlawful or unenforceable to any extent, such terms and conditions shall be severed from this Contract and the remainder of this Contract shall continue to be valid and enforceable to the fullest extent permitted by law.
				10.3	The Client(s) must provide termination notice in writing 30 days prior to their contract end date. If there is no notification to move supply after the contract end date The Client(s) will be moved onto the Standard Variable Plan.	11.3	The remedies available to the parties under this Contract shall not limit or exclude any other rights that either party may have against the other.
		9	LIABILITY	10.4	Either party may terminate this Contract at any time immediately upon written notice to the other if:		
		9.1	Save as provided in clauses 9.2, 9.3 and 9.4, LGP's total aggregate liability in respect of all causes of action arising out of or in connection with this Contract (whether for breach of contract, strict liability, tort (including without limitation negligence), misrepresentation or otherwise)	10.4.1	the other commits a material breach of this Contract and, where the breach is capable of remedy, has failed to remedy such breach		

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11.4	The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.				
11.5	This Contract contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Contract except as set out in this Contract. Each party acknowledges and accepts that, in entering into this Contract, it has not relied upon any representation, undertaking or promise except as set out herein.				
11.6	Save as expressly provided in this Contract, no variation of or amendment to this Contract shall be effective unless made in writing and signed by authorised representatives of the parties.				
11.7	Nothing in this agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.				
11.8	Each Contract between LGP and The Client(s) shall be given and construed in accordance with English law. The Client(s) submits to the jurisdiction of the English courts but LGP may enforce any judgement in any court of competent jurisdiction.				
12	METERING				
12.1	The metering equipment must at all times comply with the Act and be appropriate to supply all apparatus connected to it. In the event that LGP become aware that any part of the metering equipment is not suitable, LGP may arrange for installation, maintenance or replacement of the metering equipment and Client shall pay the costs incurred.				
12.2	Where it is a condition of LGP Supply Licence that Automated Meter Reading Equipment is installed in respect of a Metering Point, The Client(s) shall cooperate with LGP and LGP Agent to enable LGP to meet LGP obligations. If LGP or LGP Agent visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, LGP may recover from The Client(s) all reasonable expenses associated with that visit.				
12.3	The Client(s) shall Notify LGP as soon as practicable where changes are made to any Metering Point.				
12.4	The Client(s) shall provide LGP and the relevant Agents with safe and reasonable access to the Metering Points at all times. Client shall not obstruct access to a Metering Point at any time and Client shall ensure that, where access to a Metering Point requires a key, accompaniment by The Client(s) or The Client(s) representative or any other form of assistance, access to the Metering Point shall not be unduly delayed as a result of non-availability. If LGP or LGP Agents are unable to gain safe and reasonable access to a Metering Point at any time LGP may Notify The Client(s) of the situation and, if it is not rectified to LGP satisfaction within	two Months of the Notification, LGP shall pass through to Client any additional costs incurred by LGP as a result of such failure.			
		12.5	The metering equipment shall be deemed to be accurate unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, the metering equipment shall be examined in accordance with the Act as soon as practicable. Except where the Meter Operator is appointed by LGP, The Client(s) shall be responsible for all costs incurred if the meter is found to register inaccurately beyond that permitted under the Act. If the meter is found to register accurately then the cost shall be paid by the Party issuing the Notification.		
		12.6	The Client(s) shall notify LGP as soon as reasonably practicable if Client believe there has been damage to or interference with the metering or communication equipment or interruption to a communication signal and The Client(s) agree to provide LGP with all information which LGP may reasonably require. If The Client(s) wilfully damage or interfere with any metering or communication equipment or interrupt a communication signal LGP may immediately terminate the Agreed Supply Period, the provisions of Clause 5 shall apply and The Client(s) shall indemnify LGP for all costs reasonably incurred.		
		12.7	Where Premises have a Maximum Demand of 100 kilowatts or more and require a Half-Hourly Meter, The Client(s) shall provide appropriate metering equipment including a permanent, functioning communications facility and LGP will terminate any existing Agreed Supply Period from the date of installation of the new equipment and provide The Client(s) with a new agreement. LGP may charge The Client(s) all costs reasonably incurred for failure to ensure such provision.		
		12.8	Where a Metering Point has been Disconnected by way of de-energisation Client shall pay the charges applicable to de-energised Premises.		
		12.9	LGP does not provide supply to premises where a pre-payment meter is installed. In the event that The Client(s) become the Registrant or LGP are the Registrant of a site where such metering is installed The Client(s) will pay in full, the cost of amending such metering systems prior to LGP supplying Client.		
		13	VARIATIONS		
		13.1	In addition to any other provisions of these Terms and Conditions, LGP may vary the Charges or pass through any higher or additional costs:		
			13.1.1	If information provided by Client, The Client(s) representative or Agent is incorrect or incomplete;	
			13.1.2	As a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of electricity to suppliers, during an emergency of a civil, electricity supply or other nature;	
			13.1.3	If any changes made to The Client(s) supply after the date of this Agreement result in an increase or decrease in third party charges;	
			13.1.4	Where a pass through of third party charges is indicated in the Proposal;	
			13.1.5	where pass through of third party charges is not indicated in the Proposal but where a	
				change in such charges occurs as a result of a change in law, industry agreements or a substantial change introduced by the Authority or as a result of a significant change in the structure of third party charges or the methodology used to calculate them;	
		13.1.6	The Client(s) do not have or cease to use The Client(s) own Agents; and/or		
		13.1.7	As expressly provided for elsewhere in these Terms and Conditions.		
		13.2.	Except as expressly provided for in these Terms and Conditions, this agreement may only be varied by an agreement in writing signed by both parties.		
		14	DEEMED CONTRACTS		
		14.1	A deemed supply contract applies when The Client(s) move into premises where LGP is the incumbent electricity / gas supplier, and The Client(s) have not actively agreed a formal supply contract with us. The Commencement Date will be taken from the date of new occupancy confirmed by The Client(s) through the appropriate proof of tenancy/ownership. If the site remains vacant and no new tenant takes up occupancy, the landlord shall be liable for the supply and all associated charges under deemed contract. In such circumstances The Client(s) will be placed on LGP 'Standard Variable Plan' until such time The Client(s) agrees a formal contract with LGP, or The Client(s) switch electricity to an alternative supplier.		
		14.2	From the Commencement Date The Client(s) will pay LGP the charges for supply used in accordance with the appropriate Tariff and the charges outlined in clause 5. LGP may also request a Security Deposit from Client.		
		14.3	If information for charging purposes under the Deemed Contract is not available for whatever reason or is inaccurate, or where the meter has not been read immediately before the Service Start Date, LGP shall be entitled to make a reasonable estimate of charges and provide The Client(s) with an estimated bill which The Client(s) must pay in full within 14 days of the date of invoice.		
		14.4	LGP may end the Deemed Contract and/or disconnect The Client(s) supply of electricity at any time on giving The Client(s) notice to that effect:		
			14.4.1	If The Client(s) fail to set up a valid Direct Debit Instruction or alternative payment method exceptionally agreed by LGP within 28 days of the Service Start Date;	
			14.4.2	If The Client(s) fail to pay a Security Deposit within 28 days of the Service Start Date;	
			14.4.3	If The Client(s) fail to pay any amount due to LGP by the date upon which such amount was due;	
			14.4.4	If The Client(s) are using electricity for a different purpose than that for which LGP agreed to supply it;	
			14.4.5	If The Client(s) become insolvent, go into liquidation, receivership or administration or compound with The Client(s) creditors;	
15	PRE-SUPPLY AND SUPPLY CONDITIONS				
15.1	LGP obligation to supply electricity to The Client(s) under this Agreement is conditional on:				
	15.1.1		The Client(s) confirming to LGP that (i) The Client(s) have the authority to enter into the Agreement to purchase electricity for consumption at the Site; or (ii) any representative or agent acting on The Client(s) behalf has this authority; or (iii) The Client(s) are the owner or occupier of the Site; or (iv) if The Client(s) are a sole trader, The Client(s) confirm that The Client(s) are aged 18 or over; or (v) if The Client(s) are a partnership or other unincorporated organisation, The Client(s) and the other partners or officers will be jointly and severally liable under The Client(s) Agreement;		
	15.1.2		The Client(s) have duly passed any of LGP credit checks, and if requested, provided LGP with a security deposit, bond or acceptable guarantee;		
	15.1.3		The termination by The Client(s) of The Client(s) agreement with The Client(s) previous supplier; and		
	15.1.4		each Metering Point being connected to the Network.		
15.2	LGP shall have no liability to The Client(s) where Registration of one or more Metering Points is delayed beyond the Start Date due to circumstances beyond LGP reasonable control.				
15.3	In the event that LGP are unable to Register a Metering Point for any reason beyond LGP control including, but not limited to, The Client(s) previous supplier raising a transfer objection, and despite LGP reasonable efforts the issue is not resolved two weeks after the Start Date, it shall be considered a material breach of this Agreement and The Client(s) may be deemed to have wrongfully terminated this Agreement in which case the provisions of Clause 10.9 shall apply.				
15.4	Where The Client(s) have an agreement with a third party for the provision of metering or services The Client(s) shall ensure that they operate at all times in accordance with Good Industry Practice. The Client(s) shall be responsible and indemnify LGP for all costs incurred by LGP in relation to the metering or service provided and any costs incurred by LGP as a result of damage caused to, or removal of, such third party equipment.				