stadia group

Terms & conditions

Energy

1. THE CONTRACT

1.1. This Agreement starts on the date we counter-sign the Proposal and shall continue until the later of the End Date (except where terminated earlier in accordance with these Terms and Conditions) or until no Metering Points are Registered to us under this Agreement.

1.2. The Charges and additional Terms and Conditions shown on the Proposal shall apply for the duration of the Agreed Supply Period, except where varied in accordance with these Terms and Conditions. If the appointed Registered supplier remain for any of the Metering Points after the End Date, either:

- The Parties shall have entered into a new Agreement for supply to the Premises; or
- All Metering Points at the Premises shall have been permanently isolated.

If none of the above conditions are met this Agreement shall continue except that you shall be charged at our Extended Supply Rates.

1.3. You agree that you shall pay all of the Charges and that all electricity and/or gas that passes through a Metering Point during the term of this Agreement (as amended or renewed from time to time) shall be treated as having been supplied under this Agreement.

1.4. Each Metering Point at a Premises may, at our discretion, form an individual Agreement in its own right.

1.5 Overall savings are based off The Customer's previous 12 months of consumption and are subject to change.

2. PRE-SUPPLY AND SUPPLY CONDITIONS

2.1. Our obligation to supply electricity and/or gas to you under this Agreement is conditional on:

•you confirming to us that (i) you have the authority to enter into the Agreement to purchase electricity and/or gas for consumption at the Site; or (ii) any representative or agent acting on your behalf has this authority; or (iii) you are the owner or occupier of the Site; or (iv) if you are a sole trader, you confirm that you are aged 18 or over; or (v) if you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under your Agreement;

•you have duly passed any of our credit checks, and if requested, provided us with a security deposit, bond or acceptable guarantee;

•the termination by you of your agreement with your previous supplier; and

•each Metering Point being connected to the Network.

2.2. The appointed Registered supplier obligation for the supply of electricity and/or gas to Metering Points under this Agreement shall commence on the Start Date or on Registration of the Metering Points to us, whichever is the later, subject to the conditions of Clause 2.5.

2.3. We shall have no liability to you where Registration of one or more Metering Points is delayed beyond the Start Date due to circumstances beyond our reasonable control.

2.4 In the event that we are unable to Register a Metering Point for any reason beyond our control including, but not limited to, your previous supplier raising a transfer objection, and despite our reasonable efforts the issue is

not resolved two weeks after the Start Date, it shall be considered a material breach of this Agreement and you may be deemed to have wrongfully terminated this Agreement in which case the provisions of Clause 11.6 shall apply.

2.5. At the time of entering into this Agreement we warrant that to the best of our ability will ensure that the appointed Registered supplier have a valid Licence to Supply under the relevant Act and you warrant that:

•we shall be the sole supplier at each Metering Point for the duration of this Agreement;

•your previous supplier has no cause to raise a transfer objection under your contract with them; and

•all information provided by you or your agent is true and correct and shall remain so throughout the term of the Agreement unless varied by agreement between the parties.

If either of these warranties or any of the conditions in Clause 2.1 cease to be satisfied during the period of this Agreement in respect of one or more Metering Points this Agreement may be terminated by us in respect of that Metering Point or, at our option, all Metering Points and the conditions of Clauses 11.5 and 11.6 shall apply.

2.6. At the time of entering into this Agreement, you confirm that:

•you have notified us of the details concerning any on-site generation or Automated Meter Reading Equipment at the Premises; and

•you have provided us with the name, address and telephone number of your landlord, if applicable. If any of this information changes at any time during the Agreement you shall notify us at least one calendar month in advance or as soon as practicable thereafter.

2.7. Other agreements:

•in respect of all Half-Hourly electricity and/or gas Metering Points, you shall have an agreement in place with a Meter Operator for metering equipment provision and maintenance.

•in respect of all other Metering Points you may request that we appoint a Meter Operator of your choice.

•you may request that we appoint a Data Collector or Data Aggregator of your choice.

In all cases, you shall give us at least one calendar month's Notice before the appointment is due to take effect and you shall be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment. We may reject or delay appointment of a Meter Operator or Data Collector of your choice where we have reasonable grounds to do so. You shall not have more than one Meter Operator, Data Collector or Data Aggregator at any one time to perform the relevant Agent Service for each Metering Point. All Meter Operators, Data Collectors and Data Aggregators must be Qualified and if your Meter Operator or Data Collector ceases to be Qualified we will appoint a replacement and recover from you all costs reasonably incurred. You shall indemnify us for all costs and expenses we may incur in relation to the appointment of a Meter Operator or Data Collector hereunder.

2.8. Where you have an agreement with a third party for the provision of metering or services you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall be responsible and indemnify us for all costs incurred by us in relation to the metering or service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party equipment.

3. SUPPLY

3.1. The characteristics of electricity and/or gas supplied to you are managed by your Network Operator and as such we have no control over the quality of such electricity and/or gas. We can provide you with contact details for your Network Operator on request.

3.2. Your supply may be temporarily or permanently Isolated or you may be directed to stop using electricity and/or gas for the following reasons:

•to avoid danger or as a result of an emergency or potential emergency; or

•to enable maintenance or repair work to be carried out; or

•in accordance with the Act or any industry agreements we have necessarily entered into in order to supply electricity and/or gas; or

•for electricity and/or gas only, by or on behalf of your Network Operator under your connection agreement with them; or

•otherwise in accordance with these Terms and Conditions; or

•you have materially breached this Agreement and such breach is continuing or otherwise interferes with the Network or the Metering.

Where the supply of electricity and/or gas to any Metering Point has been disconnected or suspended due to the action or omission of the customer, the customer shall indemnify us for any loss, liability or cost which incurs as a consequence. The customer shall pay the costof reconnection and, if requested, provide a performance bond or security deposit.

3.3. Except where there is a pre-existing agreement between you and the relevant Network Operator, this Agreement is subject to the National Terms of Connection (NTC). The NTC is a legal Agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity and/or gas to, or accepts electricity and/or gas from, your home or business. We are acting as an agent of that Network Operator to make an agreement with you that the conditions of the NTC will apply. This will happen from the time that you enter into this Agreement and it affects your legal rights. If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

4. YOUR RIGHTS AND OBLIGATIONS

4.1. In respect of all meters not read remotely you shall take meter readings on the Start Date and provide the readings to us within three Working Days. If you fail to supply such meter readings or if we or an Agent reasonably believe such readings are incorrect, then you agree to accept estimated meter readings provided by the Agent. We shall not be responsible for the accuracy of such meter readings. 4.2. You agree to provide a list of expected shutdown and holiday periods for each Premises together with estimates of electricity and/or gas that will be consumed during these periods. You also agree to provide estimates of electricity and/or gas that would be consumed if such shutdowns or holidays were not to occur. These estimates shall be provided at least one week in advance.

4.3. You shall not exceed the Capacity agreed with the relevant Network Operator. If you exceed such Capacity we shall pass through to you any additional costs imposed on us by your Network Operator.

4.4 Where relevant you shall send completed Supplier Certificates to us at the Notice Address to be received at least five Working Days prior to their application. Relief from Climate Change Levy or VAT cannot be backdated and we accept no liability for late receipt of Supplier Certificates.

4.5. Where you cease to be the owner or occupier of a Premises you agree to give us as much notice as possible and to provide us with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or occupier or the supply is permanently Isolated by us or the Network Operator.

4.6. You may request Disconnection of any Metering Point at any time. You shall be liable for payment in advance of all costs reasonably associated with such Disconnection and, where required, any subsequent reestablishment of supply. Where such Disconnection is by way of permanent Disconnection this Agreement shall terminate in respect of that Metering Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place. The provisions of Section 11.6 will apply to any such Disconnection.

5. VOLUME TOLERANCE

5.1. Notwithstanding any other provision in the Agreement if your aggregate consumption in an Agreed Supply Period at your sites falls above 120% or below 80% the Contracted Annual Consumption for those sites by the Tolerance or more you shall pay us a charge (the "Tolerance Charge") which shall be calculated as follows:

Where your 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 you shall pay to us the Tolerance Charge calculated in accordance with this clause as follows:

Tolerance Charge = ((EC-(ECxT))-AC)x(ER-SSP)

Where your 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 you shall pay to us the Tolerance Charge calculated in accordance with this clause as follows:

Tolerance Charge = ((AC-(EC+(ECxT)))x(SBP-ER)

Where:

"AC" - the aggregate of all your actual electricity and/or gas consumption for the Relevant Period (in KWh)

"EC" - the Estimated Consumption of all such sites "T" - 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 and/or gas Rate for such sites for each half hourly period during the Relevant Period (in £/MWh)/1000

5.2. We shall be entitled to recover any Tolerance Charge by including it in any invoice issued to you.

5.3. You agree that the Tolerance Charge is a genuine preestimate of the losses, costs and expense that we would otherwise suffer.

6. CREDIT AND SECURITY COVER

6.1. You agree that we may check your credit status with credit reference agencies prior to offering any product or service to you and you consent to the use of your information (including the information described in Clause 6.3) by us and the sharing of such information with our credit partners and agencies.

6.2. If you are a partnership we may credit check all partners, or officers. If you are a limited company we may check all your directors.

6.3. We will record how you conduct your account including:

•details of what you pay and when;

•if you fail to pay a bill or in full; and

•any outstanding debts due to us.

6.4. If, at any time during this Agreement, your credit risk status deteriorates to any degree as deemed by us and/or as reported by one or more Credit Bureaux, or your account with us becomes overdue due to nonpayment of invoice(s) in accordance with Clause 7.7, we may:

•demand immediate payment of all overdue invoice(s)(where invoices are disputed Clause 7.5 shall apply); and/or

•amend your payment terms, and/or

•demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or

•demand a security deposit or other form of security and/or guarantee which shall be put in place within ten (10) days of such demand.

Failure to meet any of the above conditions shall be deemed a material breach and we may terminate the Agreed Supply Period and Clauses 11.5 and 11.6 shall apply.

6.5. If you provide cash as security cover we will return any balance after deducting any sums due to us once you have transferred to a new supplier. No interest will be paid on sums provided as security cover.

7. CHARGES AND PAYMENT

7.1. For each Billing Period we shall invoice you for all electricity and/or gas supplied to the Premises and any other amounts due under this Agreement.

7.2. You shall be responsible for payment for all charges relating to electricity and/or gas supplied to the Metering Points. Charges may apply even where electricity and/or gas is not being consumed at a Premises. If you fail to pay us we may:

•instruct the supplier to remotely disconnect your supply via your meter;

•issue legal proceedings against you to recover any monies owed;

•charge you additional costs, including our credit management costs.

7.3. The Charges may include commission paid to a broker or consultant acting on your behalf. It is your responsibility to ensure that you fully understand the nature of such third party intermediary fees. If you dispute any such fee you should seek to resolve the dispute with that third party intermediary.

We shall not be obliged to reimburse any proportion of our Charges which you have paid (whether or not such portion relates to a third party intermediary's fees) in the event of any such dispute.

7.4. The Capacity shown on the Proposal as "Chargeable Capacity" is indicative only; we shall invoice you for Capacity based on information provided to us from time to time by your Network Operator. If you require a change to your Capacity you must agree it in advance with your Network Operator. We shall also pass through to you any reactive charges levied on us by the Network Operator.

7.5. You agree to pay the Charges, any additional charges payable in accordance with these Terms and Conditions and any tax, levy, duty or other impositions in accordance with legislation in force or with industry agreements.

7.6. You agree to pay our invoices by cleared funds within 14 days of the date of the invoice by bank transfer or as agreed in the Proposal. If the Customer fails to pay any amount due for a period of three (3) consecutive months, Stadia Group Limited may, on giving reasonable written notice, amend the Customer's payment terms in accordance with applicable Ofgem guidance and industry requirements. Such changes may include requiring payment in advance, payment by Direct Debit, reduced credit terms, or other reasonable payment arrangements.

7.7. If an Agents meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading or our reasonable estimate and you shall pay this invoice. Any over- or underpayment shall be adjusted as soon as practicable.

7.8. Any charges incurred as a result of meter reading visits outside the normal meter reading cycle, change of measurement class, upgrades, transfer of metering equipment or other charges levied by industry participants will be chargeable.

•During the term of the Agreement, whether or not gas is consumed at the site in addition to the contract price the Customer shall pay to Stadia Group Ltd all costs incurred by Stadia Group Ltd

in connection with the supply transportation and metering of gas - this includes but is not limited to any standing charges, UIG and UGR charges, VAT and CCL.

7.9. Any Network Operator Pass-Through Charges ("NOPTC"), including but not limited to charges relating to Unidentified Gas (UIG), Regulatory Asset Base (RAB), or other costs levied by the Distribution Network Operator (DNO) or relevant industry participants, may be passed through to the Customer at cost as incurred.

7.10. We shall charge you interest in respect of any amount remaining unpaid by you after the due date at the Bank of England Base Rate + 8%. This interest shall accrue daily on late payments until the date the payment is received from the date on which the payment was due. Further, we shall charge you a fixed administration fee of £250 exclusive of VAT for every four weeks the invoice is overdue in addition to a disconnection process fee of £780 exclusive of VAT costs incurred by us as a result of such late payment.

7.11. If you reasonably believe you have a dispute about any amount invoiced by us you shall Notify us at least five days before the amount is due for payment and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute:

•you shall pay the undisputed part of the invoice in accordance with Clause 7.5.

After an agreement is reached or any proceedings determined, any amount payable shall be paid within seven Working Days together with interest accrued in respect of the amount in accordance with Clause 7.10.

•in the event that you are unable to pay the undisputed part of an invoice you shall pay the full amount of the invoice in accordance with Clause 7.5 except where there is a manifest error. After resolution or determination any money owing to you will be credited to your account.

7.12. If, at any time, we discover that any invoice we have sent you was inaccurate we shall submit a revised invoice when accurate information becomes available.

7.13. You may not deduct or set off any payments to be made under this Agreement against any amounts due from us, except where we have issued a credit to you. We may set off any amounts received from you, or owing to you, against any other agreement between us. If during the course of the agreement this were to take place then Stadia Group Ltd are entitles to terminate the agreement with immediate effect and any remaining term of the agreement at the agreed rates be forfeited.

7.14. You will not seek to extend your existing contract with your current supplier or enter into a new contract with another supplier whilst you are seeking to have us registered as your supplier. If we are unable to complete registration because of this you may be liable for a termination fee.

7.15. If no Meter Operator or Data Aggregator Contracts are in place then we will appoint our Deemed provider and pass through the charges shown within our deemed rates.

7.16. CCL Exempt Product •this Clause only applies to you if you are liable to pay CCL.

•you agree that we can, from time to time, supply you with electricity and/or gas under a CCL Exempt Product.

This means that the electricity and/or gas we supply you with is certified as being from a Good Quality CHP electricity and/or gas source or a Renewable Source, therefore you will be exempt from paying CCL.

•there is an additional charge for electricity and/or gas supplied under a CCL Exempt Product, known as the CCL Equivalent Charge which will be shown on a separate line on your bill.

i) the total amount of Good Quality CHP electricity and/or gas that, during that period, is either acquired or generated by us; and ii) so much of the total amount as is allocated by us otherwise than to Good Quality CHP electricity and/or gas supplied by us in the period.

b. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20, the amount of electricity and/or gas supplied by Renewable electricity and/or gas will not exceed the difference between:

i) the total amount of Renewable electricity and/or gas that, during that period, is either acquired or generated by us; and ii) so much of the total amount as is allocated by us otherwise than to Renewable electricity and/or gas supplied by us in the period.

7.17. To the extent that any amendments are made to the CCL or the Carbon Price Floor, Supplier shall have the right to amend this Agreement to take such an amendment into account and, to the extent necessary, the customer hereby agrees to any such amendment.

7.18. All Charges described in the Proposal or otherwise stated are exclusive of UIG, VAT and CCL, which are payable at the applicable rates, as shown in the invoice from time to time.

7.19. Stadia Utilities reserves the right to amend your contract prices in accordance with clause 8.

7.20. Regulated Asset Base (RAB) Charges - If government or regulatory bodies (e.g., Ofgem) introduce or amend charges during the Agreement term, Stadia Utilities will pass these costs on to the Customer. This government-set charge is designed to help fund Sizewell C and future nuclear projects and is regulated by Ofgem and administered by the Low Carbon Contracts Company (LCCC). Stadia Utilities will notify the Customer once we have been informed by our suppliers, giving reasonable notice where practicable. Charges will be applied on a fair and proportionate basis. These charges are outside Stadia Utilities' control and are mandatory.

8. VARIATIONS

8.1. In addition to any other provisions of these Terms and Conditions, we may vary the Charges, including the agreed Supply Rates or pass through any higher or additional costs:

•if information provided by you, your representative or Agent is incorrect or incomplete;

•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 and/or gas to suppliers, during an emergency of a civil, electricity and/or gas supply or other nature;

•if any changes made to your supply after the date of this Agreement result in an increase or decrease in third party charges;

•where a pass through of third party charges is indicated in the Proposal;

•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;

•you do not have or cease to use your own Agents;

• we withhold the right to amend contract prices at any time

•as expressly provided for elsewhere in these Terms and Conditions.

•If you move into a property where the utilities are currently managed by Stadia Group Ltd we shall pass on end supply dates until a Change of Tenancy has been completed or until a new agreement with Stadia Group Ltd is in place.

8.2. 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.

9. METERING

9.1. 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 we become aware that any part of the metering equipment is not suitable, we may arrange for installation, maintenance or replacement of the metering equipment and you shall pay the costs incurred.

9.2. Where it is a condition of the appointed Registered suppliers' Supply Licence that Automated Meter Reading Equipment is installed in respect of a Metering Point, you shall cooperate with us and our Agent to enable us to meets our obligations.

If we or our 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, we may recover from you all reasonable expenses associated with that visit.

9.3. You shall Notify us as soon as practicable where changes are made to any Metering Point.

9.4. You shall provide us and the relevant Agents with safe and reasonable access to the Metering Points at all times. You shall not obstruct access to a Metering Point at any time and you shall ensure that, where access to a Metering Point requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Point shall not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Metering Point at any time we may Notify you of the situation and, if it is not rectified to our satisfaction within two Months of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.

9.5. 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 us, you 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.

9.6. You shall notify us as soon as reasonably practicable if you believe there has been damage to or interference with the metering or communication equipment or interruption to a communication signal and you agree to provide us with all information which we may reasonably require.

If you wilfully damage or interfere with any metering or communication equipment or interrupt a communication signal we may immediately terminate the Agreed Supply Period, the provisions of Clauses 11.5 and 11.6 shall apply and you shall indemnify us for all costs reasonably incurred.

9.7. Where Premises have a Maximum Demand of 100 kilowatts or more and require a Half-Hourly Meter, you shall provide appropriate metering equipment including a permanent, functioning communications facility and we will terminate any existing Agreed Supply Period from the date of installation of the new equipment and provide you with a new agreement. We may charge you all costs reasonably incurred for failure to ensure such provision.

9.8. Where a Metering Point has been Disconnected by way of de-energisation you shall pay the charges applicable to deenergised Premises.

9.9 We do not provide supply to premises where a pre-payment meter is installed. In the event that you become the Registrant or We are the Registrant of a site where such metering is installed you will pay in full, the cost of amending such metering systems prior to us supplying you.

10. NOVATION

10.1. The Customer agrees to procure the performance of this Agreement by any Affiliate for whom the Customer takes the Supply or which is or becomes the owner oroccupier of any of the customer's Premises to transfer to a third party all the rights and liabilities of the Customer under this Agreement

insofar as they apply to any Meter Point at any of the Customer's Premises which are or become owned or occupied by such third party; and to indemnify the Supplier for any loss, damage, liability or cost suffered or incurred by the Supplier as a result of any failure by the Customer to comply with the provisions of this Sub-Condition, including, for the avoidance of doubt, any failure of such Affiliate or third party to procure Standard Connection Agreements with the relevant Licence Holder in respect of the Exit Point(s).

11. TERMINATION

11.1. We may enter an objection under the customer transfer process and prevent an alternative supplier from Registering the Premises:

•if you arrange to transfer to an alternative supplier before the End Date in breach of this Agreement; or

•if you have outstanding, overdue, undisputed invoices; or

•if an alternative supplier attempts to Register a metering Point in error; or

•where registration of a Metering Point would be in breach of industry regulations.

11.2. Either Party may by notice immediately terminate the Agreed Supply Period if: •the other Party convenes a creditors' meeting or an order is made or effective resolution passed for their winding up; •a receiver, liquidator, administrator or trustee for creditors is appointed for a major part of the assets of the other Party; or

•the other Party is in material breach of this Agreement and,if it is capable of remedy, it is not remedied to the reasonable satisfaction of the injured Party within 10 Working Days of serving Notice.

11.3. We may by Notice to you immediately terminate the Agreed Supply Period in respect of any one or more Premises if:

•you are unable to pay your debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986) or you cease or threaten to cease to pay your debts as they fall due; or

•you cease to be a party to or are in material breach of your obligations under the Network Operator's terms of connection; or

•any of your management have been involved in a business which has vacated or ceased trading at any of the Premises or at your registered address with overdue electricity and/or gas payments outstanding to us under a separate agreement; or

•a Supplier of Last Resort is appointed to the Premises; or •you propose to enter into a voluntary arrangement with creditors; or

•an event under Clause 6.4 occurs.

11.4. In respect of Metering Points that remain Registered to us after the termination of the Agreed Supply Period these Terms and Conditions shall remain in force except that you may arrange to transfer your supply to another supplier subject to the conditions of Clause 11.1 (1&4) and you shall be charged at our Extended Supply Rates. also referred to as Out of contract rates and include Half-Hourly high and low, Non half-hourly, TUoS and DUoS. Except where termination is due to our material breach we may arrange for Disconnection of the Metering Points and you shall be liable for any costs reasonably associated with such Isolation and any subsequent re-establishment of supply.

11.5. Your final invoice shall be based on the closing meter read or, where appropriate, the terms of Clause 7.8 shall apply. Where a Metering Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by us in the performance of this Agreement.

11.6. If the Agreed Supply Period is wrongfully terminated by you, or terminated by us as a result of a material breach of these Terms and Conditions by you, without prejudice to our right to pursue any additional legal remedy, we may charge you a termination fee to recover any reasonable losses, electricity and/or gas costs or expenses that we incur as a result of your early termination. The termination fee shall be calculated as the number of Months of the Agreed Supply Period left unexpired (rounded up to whole Months), multiplied by 50% of the average monthly amount due from you. For the avoidance of doubt, the "average monthly amount" will be the aggregate of all payments (less any taxes, levies or duties) that would have been due from you during the Agreed Supply Period, based on our reasonable estimate of your expected consumption for the Agreed Supply Period, divided by the number of Months of supply. You agree these liquidated damages represent a genuine estimate of the loss we would suffer and are not a penalty.

11.7. Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to the date of termination.

12. LIABILITIES AND FORCE MAJEURE

12.1. Nothing in this Agreement shall exclude liability for death or personal injury resulting from the negligence of a Party.

Apart from this, each Party shall only be liable to the other for physical damage to property which was reasonably foreseeable, at the time of entry into this Agreement, as likely result of a breach, and a Party's total liability to the other Party for such liability shall not exceed six times the average monthly payment due from you for the affected Premises or £100,000 whichever is the lesser.

12.2. Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.

12.3. Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement to the extent that the performance of the affected party is prevented due to Force Majeure. The affected Party shall Notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued immediately upon the ending of the circumstances of Force Majeure.

12.4. Supplier shall not be liable to you if the electricity and/or gas supply has been stopped due to a shut down or interruption caused by the Network Operator.

13. MISCELLANEOUS

13.1. This Agreement forms the entire agreement between the Parties and contains all agreed representations, warranties and undertakings.

13.2. This Agreement shall be interpreted in accordance with English law. No legal proceedings in respect of this Agreement shall be brought or conducted outside England and Wales.

13.3. You acknowledge that these terms were agreed with the opportunity for you to obtain independent legal advice and the levels of warranties and limitations of liability are reflected in the Charges.

13.4. The Terms and Conditions of this Agreement also apply where we act as agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate.

13.5. All information in this Agreement is confidential and, other than as provided for herein, no Party shall disclose information relating to this Agreement without prior written consent of the other Party, except to comply with the relevant law or regulation. We may:

•disclose any information relating to you to allow us to perform our obligations under this Agreement;

•share information about your account and payment history with credit agencies; and

•disclose information to third parties contracted by us to recover sums due to us under this Agreement; and •disclose information relating to you or this agreement to our Affiliates and business partners for the purpose of providing you with other offers and products.

13.6. You shall not transfer, assign or subcontract any rights or obligations under this Agreement without our prior written consent. We may transfer, assign or subcontract any or all of our rights or obligations under this Agreement without your consent.

13.7. Any waiver shall be agreed by each Party in writing. A waiver of a specific breach shall not entitle any further breach.

13.8. If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of this Agreement shall continue in full force and effect.

13.9. Any Notice to be given under this Agreement shall be in writing and delivered by hand or sent by facsimile, email, recorded delivery or registered letter to the Notice Address. Any notice given by post shall be deemed to have been delivered three days after it was sent and a notice delivered by hand, email or facsimile transmission shall be deemed to have been served on the day of delivery or transmission.

13.10. Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Agreement or at law. The Agreement shall apply during the dispute resolution process.

13.11. Apart from the provisions of Clause 3.3, any person who is not a Party to this Agreement shall not acquire or have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.12. We reserve the right to change these Terms and Conditions, and as a result, this Agreement between us by notice in writing to you.

14. DEFINITIONS AND INTERPRETATIONS

14.1. In this Agreement the following terms have these meanings:

"Act" – the Electricity Act 1989 as amended by the Utilities Act and regulations made thereunder.

"Affiliate" – any holding company or subsidiary, or any subsidiary of a holding company, of a Party (or other person) or any related undertaking in which a Party (or other person) has a participating interest, in each case within the meaning of the Companies Act, 2006.

"Agent" – a Meter Operator, Data Collector, Data Aggregator, or an agent appointed by us to provide Automate Meter Reading Equipment services.

"Agent Service" – a service provided by an Agent.

"Agreed Supply Period" – the period from the later of the Start Date or the date of Registration to the End Date.

"Agreement" – the proposal, these Terms and Conditions and any annexes specified in the Proposal.

"Authority" – the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (OFGEM).

"Automated Meter Reading Equipment" - metering equipment, other than a Half Hourly Meter, that provides Agents with the ability to obtain details of your consumption remotely on a Half Hourly basis.

"Balancing and Settlement Code" – the code of that name brought into force pursuant to the Utilities Act 2000 as modified from time to time, "BSC" shall be construed accordingly.

"Billing Period" – means one month, or as determined by the Supplier from time to time.

"Business Day" – bears the meaning given to the term "working day" in section 64 of the Act: "day" means a period of 24 hours (or other such number as may be relevant in the case of changes for daylight saving) ending at 1200 midnight," month" and "year" mean calendar month and calendar year respectively.

"Capacity" – the total amount of electricity and/or gas you may consume at a Metering Point in any given period as agreed with the relevant Network Operator, also known as authorised supply capacity (ASC).

"Charges" – the charges referred to in the Proposal as varied in accordance with these Terms and Conditions and all costs, charges and expenses set out in the Terms and Conditions.

"Climate Change Levy" – (CCL) a charge levied at the rate from time to time imposed, pursuant to the Finance Act 2000 and any regulations made thereunder or in connection with such charge.

"Credit Bureau(x)" – a collector and compiler of data on individuals or businesses who makes such information available to subscribers allowing them to evaluate the financial stability of such individuals or businesses.

"Data Aggregator" – an Agent appointed to carry out the aggregation of metering data received from the Data Collector.

"Data Collector" – appointed to provide data retrieval and/or data processing services.

"Disconnection" – the permanent removal of a meter, cabling and service from the Premises.

"Distribution Use of System Charges" – charges and fees made by a Network Operator for the use of its System to transport the Supply and , other charges made under the Use of System Agreement including meter equipment and operation services, data collection services, data aggregation services and settlement and registration services provided pursuant to the Settlement Agreement, MRA or otherwise.

"Effective Date" – the date of commencement of the Supply pursuant to this agreement.

"End Date" – the last date on which the current Charges and/or Pricing Mechanism shall be applicable. The End Date is shown on the Proposal.

"Equivalent Charge" – a charge equivalent in value to Climate Change Levy but not applied pursuant to the Finance Act 2000.

"Estimated Annual Consumption (EAC)" – the estimated annual consumption of electricity at each site per year.

"Extended Supply Rates" – the rates and charges published by us from time to time, and available at www.stadiautilities.com

"Force Majeure" – an act of God, industrial action (except where solely restricted to employees of the Party claiming a Force Majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and act of Parliament or directive of a competent authority and any other cause which is beyond the reasonable control of the affected party. For clarity, a lack of funds shall not constitute Force Majeure.

"Good Industry Practice" – the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

"Good Quality CHP or GQCHP" – means electricity generated from a Combined Heat & Power station which is exempt from Climate Change Levy.

"Half Hourly Meter" – Metering Equipment used to measure the consumption of electricity and/or gas on a half hourly basis.

"Licence" – means a licence granted under the Act for the supply, distribution or transmission of electricity and/or gas.

"Maximum Demand" – the product of twice the maximum number of KWh supplied in any half hour in the period(s) specified.

"Meter Operator" – a person Accredited and appointed pursuant to a Meter Operators Agreement who acts as Meter Operator in respect of Metering Equipment.

"Meter Operator Agreement" – an agreement between the Customer and/or the Supplier (as the case may be) and a Meter Operator.

"Metering Point" – the point at which electricity and/or gas is metered prior to supply to your Premises, and at which title and risk in that electricity passes to you. There may be more than one Metering Point at each premises.

"Network" – the electricity distribution network through which you receive the supply of electricity.

"Network Operator" – in respect of a Metering Point, the operator of the local network.

"Notice", "Notify", "Notification", "Notified" – where information is required by either Party it shall be sent to that Party's Notice Address.

"Notice Address" – for Notices from us to you, your registered office address or any replacement address nominated by you for notices from you to us, the address indicated in the proposal or any replacement address nominated by us.

"Out of contract or OOC" – where the customer is no longer covered by the contracted agreement and the customer is subject to a OOC charges.

"Party" – either you or us, and Parties means you and us.

"Premises" – each of the premises shown in the Proposal.

"Proposal" – our statement of Charge and other Terms and Conditions applicable to the supply of electricity to your Metering Points during an Agreed Supply Period.

"Qualified" – as defined in the BSC, and, in respect of Meter Operators, being a signatory to the Meter Operation Code of Practice Agreement.

"Register", "Registered", "Registration" – registration of Metering Points to a supplier in accordance with industry regulations.

"Start Date" – the date on which supply to the Premises under this Agreement is proposed to commence. The start date is shown in the Proposal.

"Supplier Certificates" – the certificate, available from HM Revenue & Customs, Reference PP11, representing the percentage of supply eligible for relief from Climate Change Levy.

"Supplier of Last Resort" – a licenced supplier appointed by the Authority in accordance with Condition 8 of the Suppliers Licence.

"Supply" – any electricity and/or gas supplied from time to time by us under this Agreement. "Transmission Company" – NGT and/or any other holder of a Transmission Licence.

"Transmission Use of System Charges" – charges made by the Transmission Company in respect of use of the Transmission System to transport the Supply excluding balancing use of system charges.

"Value Added Tax" or "VAT" – has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it.

"Volume Tolerance" – a percentage threshold of calculated annual energy consumption

"Working Day" – any day other than a Saturday, Sunday or public holiday in England & Wales.

14.2. In this Agreement except where the context otherwise requires:

•any reference to a statute, regulation or statutory instrument or any provision thereof shall be construed as reference to the same as it may have been or may from time to time be amended, modified or re-enacted;

•the masculine shall include the feminine and references in the singular shall include references in the plural and vice versa, and words denoting natural persons shall include companies, corporations and any other legal entity and vice versa;

•the words "include" and "including" are to be construed without limitation; •any reference to this Agreement or any other agreement, deed, licence, code, authorisation, consent or instrument shall be construed as a reference

to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated;

•where the Customer comprises more than one person the obligations and undertakings on the part of the Customer shall be joint and several.

Stadia Group Limited (06970144)

The Old Coach House,

Vine Street,

Grantham,

Lincolnshire,

NG31 6RQ