

MB Energy

TERMS AND CONDITIONS FOR THE SUPPLY OF GAS TO NON-DOMESTIC GAS CUSTOMERS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in these Ts&Cs apply to the Agreement.

“Act” means the Gas Act 1986 as amended by the Gas Act 1995 and as otherwise amended from time to time;

“Agent” means a Meter Operator, Data Collector, Data Aggregator, the operator or agent of the operator of the local gas distribution network and the relevant gas shipper and gas transporter or any of them;

“Agreement” means the agreement for the supply of gas comprising the Gas Contract, the Confirmation Letter (if applicable), these Ts&Cs and any other documents specifically referred to therein as forming part of the Agreement;

“Authority” means the Office of Gas and Electricity Markets (Ofgem) or as sometimes referred to the Gas and Electricity Markets Authority (GEMA) (as applicable);

“Base Rate” means the base lending rate of Lloyds Bank plc from time to time (or such other equivalent rate as the Supplier may reasonably specify), provided that if such rate falls below 4%, the Base Rate shall be 4%;

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“Charges” means the charges and provisions payable by the Customer to the Supplier in connection with the Supply as set out in the Gas Contract or, as applicable, in the Confirmation Letter (subject to variation by the Supplier in accordance with the Ts&Cs) and all other charges, costs and expenses set out or referred to in the Agreement and including value added tax on such charges, provisions, costs and expenses and any other tax, levy, charge or duty related to, or on, the supply of gas or imposed on the Supplier as a gas supplier as the Supplier may reasonably attribute to the Customer, as such charges and provisions may be varied from time to time in accordance with the terms of the Agreement;

“Commencement Date” means either:
the date on which the Customer and the Supplier or an agent, broker or contractor of the Supplier, as applicable, agree the terms of the Supply over the phone; or
in case the Customer has delivered the Supplier or an agent, broker or contractor of the Supplier, as applicable, with a duly completed Gas Contract, the date of the Confirmation Letter;

“Condition” means a condition in these Ts&Cs;

“Confirmation Letter” means the confirmation letter sent by the Supplier or the agent, broker or contractor of the Supplier, as applicable, to the Customer:
(a) confirming the terms agreed between the Supplier or on behalf of the Supplier by an agent, broker or contractor of the Supplier, as applicable, with the Customer over the phone in accordance with the terms in Condition 4.3; or
(b) accepting the terms of the Gas Contract where the Customer has completed a Gas Contract and delivered the Gas Contract to Supplier;

“Customer” means the person identified as the customer in the Gas Contract or, as applicable, in the Confirmation Letter;

“Data Aggregator” has the meaning given to such term in the Industry Agreements;

“Data Collector” has the meaning given to such term in the Industry Agreements;

“Estimated Annual Quantity” means the estimated annual quantity of Supply provided by the Customer to the Supplier as set out in the Gas Contract or, as applicable, in the Confirmation Letter or obtained by the Supplier from National Grid Gas Plc;

“Force Majeure” means any event or circumstance which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, either party, including (but without limitation):
(a) act of public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection civil commotion, public demonstration, sabotage, act of vandalism, strikes, lockouts or other industrial disturbance;
(b) acts of God;
(c) explosion, fault or failure of plant or machinery, which could not have been prevented by Good Industry Practice;
(d) governmental restraint, Act of Parliament, other legislation, by law or Directive or the coming into force of any legal requirement;
(e) any system maintenance carried out under the provisions of the UNC;
(f) extreme weather conditions which make the Supply Point unavailable or make it impossible for the Supplier to make available sufficient quantity of gas to meet the Customer’s demand;
(g) breaking or severing of, accidental or criminal damage to, or interference with the meter installation, meter, any other equipment, pipes or apparatus of the Supplier or data processing and communications equipment or machinery; or
(h) any conditions by reasons of which the Supplier is unable to make available a the Supply Point sufficient quantities of gas to meet the Customer’s demand;

“Gas Contract Form” means the form of gas contract issued by the Supplier or the agent, broker or contractor of the Supplier to the Customer and completed by the Customer and delivered to the Supplier in connection with the Supply;

“Good Industry Practice” means 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;

“Industry Agreements” means all agreements, licences, authorisations, codes and procedures relating to the supply of gas to the Site;

“Minimum Annual Quantity” means the minimum annual quantity of gas accepted by the Customer in respect of a Site which shall not fall below 80 per cent of the number specified in the Gas Contract or, as applicable, in the Confirmation Letter in any Supply Year;

“Minimum Period Quantity” means the minimum quantity of gas accepted by the Customer in respect of a Site which shall not fall below 80 per cent of the number specified in the Gas Contract or, as applicable, in the Confirmation Letter in the Supply Period;

“Maximum Annual Quantity” means the maximum annual quantity of gas consumed by the Customer in respect of a Site as specified in the Gas Contract or, as applicable, in the Confirmation Letter which shall not exceed 120 per cent in any Supply Year;

“Maximum Period Quantity” means the maximum quantity of gas consumed by the Customer in respect of a Site as specified in the Gas Contract or, as applicable,

in the Confirmation Letter which shall not exceed 120 per cent in the Supply Period;
has the meaning given to such term in the Industry Agreements;

“Meter Operator”

“Micro-Business Consumer” means a customer that:
(a) is supplied with or requires to be supplied with no more than 293,000 kWh of gas per year; or
(b) the Supplier deems to be a Micro-Business Consumer;

“Registered” means the Supplier are registered as the gas supplier in respect of a Supply Point in accordance with all Industry Agreements, industry processes and regulations;

“Site” means a property and relevant gas supply point to which the Supplier supplies gas to the Customer under the Agreement and as specified in the Gas Contract or, as applicable, in the Confirmation Letter;

“Statement of Renewal Terms” means the statement of renewal terms to be provided by the Supplier to the Customer pursuant to Condition 2.6 including but not limited to details of current prices and annual consumption;

“Supplier” means I.A.Z.F.S Limited, currently trading as MB Energy, registered in England and Wales with company number 9104913 and having its registered office at 83 Ducie Street, Manchester, M1 2JQ;

“Supply” means the supply of natural gas of the quality required in accordance with the Act at the Supply Point in accordance with the terms of the Agreement;

“Supply Period” means the initial supply period of [x] months as set out in the Gas Contract or, as applicable, in the Confirmation Letter commencing on the Commencement Date which may be extended pursuant to Condition 2.3;

“Supply Point” means in respect of each of the Site, the point at which gas is metered prior to supply to such Site;

“Supply Start Date” means 06.00 hours on the first day on which the Supplier will commence the Supply, subject always to the provisions of the Agreement;

“Supply Year” means any anniversary of the Commencement Date;

“Termination Date” means the earlier of:
(c) the expiry of the Supply Period, or
(d) the date on which the Agreement is terminated to the provisions of this Agreement; or
(e) the date on which no Supply Point is registered to the Supplier under the Agreement;

“Ts&Cs” means these terms and conditions as may be amended from time to time in accordance with the terms hereof;

“UNC” means the uniform network code prepared by National Grid Gas plc and other gas transporters pursuant to their respective gas transporter licences, as such uniform network code may be modified and supplemented from time to time, including any replacement thereof.

1.2 In the Agreement:
(a) references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);
(b) references to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; a reference to a person includes a reference to his executors, administrators, personal representatives, successors and assigns;
(c) words in the singular shall include the plural and vice versa;
(d) a reference to one gender shall include a reference to the other genders;
(e) headings are included for convenience only and shall not affect the construction of the Agreement; and
(f) any reference to a Condition is a reference to the corresponding paragraph in these Ts&Cs.

1.3 References in the Agreement to statutory provisions shall (where the context so admits and unless otherwise expressly provided) be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted (whether before or after the date of the Agreement) and to any orders, regulations, instruments or other subordinate legislation made under the relevant statutes.

1.4 Any agreement, covenant, representation, warranty, undertaking or liability arising under the Agreement on the part of two or more persons shall be deemed to be made, given or assumed by such persons jointly and severally.

1.5 In the event of any inconsistency between the Ts&Cs and any other provision of the Agreement, the Ts&Cs shall prevail unless the Supplier expressly agrees otherwise in writing.

1.6 A reference to writing or written includes faxes and e-mail.

2. PURPOSE, TERM AND DURATION

2.1 The Supply under this Agreement is wholly or mainly for non-domestic purposes.

2.2 Subject to the other provisions of the Agreement, the Agreement shall commence on the Commencement Date and shall continue until the Termination Date.

2.3 Subject to Condition 2.4, the Supplier shall be entitled to extend the current Supply Period by written notice to the Customer no later than 120 days prior to the expiry of the current Supply Period or in case of a Micro-Business Consumer no later than 60 days prior to the expiry of the current Supply Period, setting out the proposed extension of time to the current Supply Period, which shall not exceed 12 months from expiry of the current Supply Period in the case of Micro-Business Customers or in any other case a period which shall not exceed the duration of the Supply Period which applies at that time and giving the Customer notice of the Charges that shall apply during such extended Supply Period and any other changes to the terms of the Agreement that shall apply in relation to such extension.

2.4 The Customer shall be entitled to object to a proposed extension to the current Supply Period under Condition 2.3 by giving notice in writing to the Supplier no later than 90 days prior to expiry of the current Supply Period or where the Customer is a Micro-Business Consumer no later than 30 days prior to the expiry of the current Supply Period in which case the extension of the current Supply Period shall not apply.

2.5 If the Supplier continues to provide the Customer with a Supply after the expiry of the Supply Period the Supplier shall be entitled at any time and from time to time to vary all or any of the Charges that will apply in relation to the Supply by giving the Customer at least 5 Business Days’ written notice, unless:
(a) the Supplier has entered into a new agreement with the Customer for the supply of gas to each of the Supply Point; or
(b) all of the Supply Point have been permanently disconnected.

2.6 If the Supplier continues to provide the Customer with a Supply after the expiry of the Supply Period, where such Customer is a Micro-Business Customer, the Supplier shall provide to the Micro-Business Customer at least 30 days prior to the date of the expiry of the Supply Period with the following:
(a) a Statement of Renewal Terms;
(b) the Charges and other relevant terms that will be applicable after the current Supply Period.

2.7 The Agreement will terminate upon the commencement of a supply of gas to the Supply Point under a new agreement entered into by the Customer and the Supplier.

3. CONDITIONS PRECEDENT

3.1 In respect of each Supply Point the Supply shall commence upon the later of:
(a) the Supply Start Date, or
(b) the date on which such Supply Point is Registered to the Supplier.

3.2	<p>If no Supply Point has been Registered to the Supplier within 30 days of the Supply Start Date, or for reasons beyond the Supplier's control, all of the Sites have not been Registered to the Supplier or any Supply Point has not been connected to the relevant gas distribution network within 30 days from the Supply Start Date then the Supplier may:</p> <p>(a) vary the Charges by giving the Customer written notice of such variation (such variation to take effect from the Commencement Date); and/or</p> <p>(b) terminate the Agreement (without any liability by the Supplier to Customer) on giving the Customer not less than one month's written notice.</p>		<p>invoice for the quantity of gas actually consumed by the Customer. Where a meter reading of any such meter is not available to the Supplier, the Supplier shall be entitled to submit to the Customer an invoice based on the Supplier's reasonable estimate of the gas consumed for the coming month and the Customer agrees to pay any such invoice. Where the Supplier issues an invoice based on a reasonable estimate of gas consumption, the Supplier shall make such adjustment as is appropriate (if any) on the basis of the next actual reading of the relevant meter.</p>
3.3	<p>In the event that the Supplier proposes to vary the Charges in terms of Condition 3.2(a), the Customer shall be entitled to terminate the Agreement by giving to the Supplier one month's written notice, provided that the Customer must give the Supplier such notice no later than 5 Business Days following receipt by the Customer of the Supplier's notice given under Condition 3.2(a).</p>		<p>The Customer shall pay any invoice issued by the Supplier (usually on a monthly basis) in full by variable Direct Debit, or as otherwise may be agreed by the parties in the Gas Contract or, as applicable, in the Confirmation Letter, within 10 days of the date of the invoice. If the Supplier agrees to accept payment from the Customer other than by Direct Debit, then the Customer agrees that the Charges will be increased by 0.25p/kwh and the Customer shall pay any such invoice within 10 days of the date of such invoice. Where the due date for payment of any sum by the Customer under the Agreement is not a Business Day, the due date shall be the next Business Day.</p>
3.4	<p>It is the Customer's responsibility to terminate any agreements with other suppliers in relation to the supply of gas to the Supply Point.</p>		
3.5	<p>The Supplier will use reasonable endeavours to transfer the supply of gas to the Supply Point from the Customer's previous supplier within 21 days from the day after the Commencement Date or, where the Supplier has given the Customer a period of time within which the Customer may decide not to proceed with the Supply, within 21 days from the day after the day on which that period ends, in either case unless:</p> <p>(a) the Customer requests that the transfer of the supply is completed at a later date; and/or</p> <p>(b) the Customer terminates the Agreement prior to the completion of the transfer of the supply in accordance with Condition 3.3; and/or</p> <p>(c) the Customer's supplier raises an objection to the transfer of the supply, where they are entitled to do so in terms of their agreement with the Customer; and/or</p> <p>(d) the Supplier does not have all of the information required in order to complete the transfer of the supply and/or comply with the Industry Agreements, despite the Supplier having taken all reasonable steps to obtain the missing information from the Customer and the Supplier cannot readily obtain that information from another source; and/or</p> <p>(e) the Supplier is prevented from completing the transfer of the supply due to any other circumstance which is outside the Supplier's control and which the Supplier has taken all reasonably practicable steps to resolve; and/or</p> <p>(f) the Sites are not connected to the relevant gas distribution network.</p>	7.3	
3.6	<p>The Supplier shall have no liability to the Customer if the Supplier is unable to transfer the supply of gas to the Customer within the timescales specified in Condition 3.5 for reasons beyond the Supplier's control.</p>		
4.	<p>SUPPLIER'S OBLIGATIONS</p>		
4.1	<p>The Supplier agrees to provide and the Customer agrees to accept the Supply subject to the terms of the Agreement. By accepting the Supply, the Customer is deemed to have agreed to be doing so subject to the terms of the Agreement.</p>		
4.2	<p>Title and risk to gas which forms the Supply shall pass to the Customer at the Supply Point.</p>		
4.3	<p>Where the parties have agreed the terms of the Supply over the phone, the Supplier shall provide the Customer with a Confirmation Letter within three (3) Business Days after the date of the phone call.</p>		
5.	<p>CUSTOMER'S OBLIGATIONS, WARRANTIES AND INFORMATION PROVISIONS</p>		
5.1	<p>The Customer agrees to accept the Supply and will pay the Supplier the Charges calculated in accordance with the terms of the Agreement.</p>		
5.2	<p>Other than in a Force Majeure event, the Customer agrees to pay the Supplier for the Minimum Period Quantity or the Minimum Annual Quantity, as applicable, regardless of the Customer's ability to take delivery of Supply of the Minimum Period Quantity or Minimum Annual Quantity, as applicable.</p>	7.4	<p>If the Customer fails to make payment of any amount due to the Supplier in accordance with this Agreement by the due date for payment and/or in accordance with any payment plan agreed by the parties ("Due Date") and without limiting any of the Supplier's other rights or remedies, the Supplier shall be entitled to charge the Customer:</p> <p>(a) interest on the overdue amount at the rate of 4% per annum above the then current Base Rate, accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount in full, whether before or after judgment, and compounding quarterly; and/or</p> <p>(b) an amount of up to £100 per Site on each occasion where the Supplier is required to contact the Customer in respect of a failure by the Customer to pay an amount due by the Customer by the Due Date; and/or</p> <p>(c) fixed sum charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or</p> <p>(d) to recover from the Customer all costs, charges and expenses incurred by the Supplier and/or any third party appointed by the Supplier in attempting to recover any sums due by the Customer to the Supplier or for any breach by the Customer of the Agreement.</p>
5.3	<p>The Customer will promptly notify the Supplier that it is, becomes or ceases to be a Micro-Business Consumer.</p>		
5.4	<p>The Customer represents and warrants to the Supplier that as of the Commencement Date:</p> <p>(a) it is duly incorporated, validly existing in its jurisdiction of formation and has complied fully with all requirements of the Companies Act 2006 (as amended from time to time);</p> <p>(b) it has full power to carry on its business and to enter into, legally bind itself by, and perform its obligations under, this Agreement;</p> <p>(c) in entering into the Agreement it is not in breach of any agreement it entered into with a third party for the supply of gas.</p>	7.5	<p>The Customer shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to the Supplier by the Customer against any amount payable by the Supplier to the Customer.</p>
5.5	<p>The Customer shall provide the Supplier with 30 days prior written notice if it ceases to occupy or own a Site. The Customer acknowledges that in the absence of such notice the Supplier might, in mistaken belief, supply gas to a third party at that Site and the Customer remains responsible for the payment of the Charges of such supplies. If the Customer does not give 30 days prior written notice to the Supplier, the Customer agrees to indemnify the Supplier against all claims, losses, costs and damages it may suffer as a result of supplying gas to a Site after the Customer has ceased to occupy or own that Site.</p>	7.6	<p>Without prejudice to the Supplier's other rights under the Agreement, the Supplier may vary the Charges or pass through any higher or additional costs:</p> <p>(a) if any of the information supplied by the Customer to the Supplier is untrue, incomplete or inaccurate (in which case such variation or pass through shall be with effect from the Commencement Date);</p> <p>(b) in order to comply with any law, regulation, direction, order, licence or other legal requirement;</p> <p>(c) where the Gas Contract or, as applicable, in the Confirmation Letter provides for the pass-through of third party charges;</p> <p>(d) where there is a change in relation to third party charges as a result of a change in law, industry agreements or the Authority imposes such a charge; or there is a change in the structure or method of calculating such charges; the Customer does not have or cease to have its own Agents.</p>
6.	<p>SUPPLY DISRUPTION AND FORCE MAJEURE</p>		
6.1	<p>The Supply to any Supply Point may be temporarily or permanently disconnected, discontinued or altered:</p> <p>(a) to avoid danger;</p> <p>(b) in accordance with the Act or any other law or Industry Agreements relating to the supply of gas;</p> <p>(c) to avoid failure or interference in the Supplier's supply of gas to any other person caused by the Customer's failure to comply with the terms of the Act or any other law or Industry Agreements relating to the supply of gas;</p> <p>(d) in the case of an accident or emergency;</p> <p>(e) to enable maintenance works to be undertaken;</p> <p>(f) in the event of any breach of the Agreement by the Customer.</p> <p>Where the Supply is temporarily or permanently disconnected, discontinued or altered due to an act or omission by the Customer, the Supplier shall be entitled to charge the Customer a restoration charge before restoring the Supply.</p>	7.7	<p>In addition to the Charges, the Customer will (always subject to no double counting) also pay to the Supplier on demand:</p> <p>(a) the reasonable costs, charges and expenses incurred by the Supplier in attempting to recover any sums due by the Customer to the Supplier or for any breach by the Customer of the Agreement, including, without limitation, third party costs, charges and expenses;</p> <p>(b) any costs, charges and expenses incurred by the Supplier in connection with the disconnection or reconnection a supply of gas to the Customer under the Agreement;</p> <p>(c) the Supplier's costs in relation to the distribution and transportation of gas to the Site;</p> <p>(d) any costs, charges or liabilities incurred by the Supplier relating to an obligation imposed on the Supplier a supplier of gas under any Industry Agreement, law, regulation, direction or order;</p> <p>(e) such reasonable charges as may be levied by the Supplier or upon the Supplier by an Agent or others arising from or in relation to the Agreement;</p> <p>(f) any costs, charges and expenses incurred by the Supplier in connection with the Customer exceeding the total amount of gas that the Customer is permitted to consume at a Supply Point in any given period as agreed with the operator of the local gas distribution network; and</p> <p>(g) any costs and expenses incurred by the Supplier in connection with the Customer making any payments due to the Supplier under the Agreement by way of credit, debit or charge card.</p>
6.2	<p>Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Agreement as a result of Force Majeure (excluding any failure to make payment of any sums due under the Agreement).</p>	7.8	<p>The Supplier shall be entitled at any time to undertake a review of the Customer's credit status. If the Supplier is not satisfied (in its sole discretion) with the Customer's credit status at any time, or if the Customer has failed to pay any sum due to the Supplier by the Due Date in terms of the Agreement, the Supplier may:</p> <p>(a) require that the Customer provides the Supplier with a security deposit (or increase any security deposit held by the Supplier), a monthly prepayment, bank guarantee, parent or personal guarantee or such other form of security or guarantee that the Supplier may request, all on such terms and from such party as may be acceptable to the Supplier; and/or</p> <p>(b) terminate the Agreement immediately upon notice to the Customer in accordance with Condition 14.2; and/or</p> <p>(c) vary the Charges immediately upon notice to the Customer.</p>
6.3	<p>If as a consequence of Force Majeure it is not reasonably practicable for the party affected by Force Majeure to perform any of its obligations in accordance with the Agreement, such obligations (other than any obligations to make any payments under the Agreement) shall be suspended to the extent that and for so long as it is so impracticable.</p>	7.9	<p>The Supplier shall be under no obligation to hold any security deposit on trust for the Customer or in a separate bank account specified for that purpose.</p>
6.4	<p>The party affected by Force Majeure shall give the other party as soon as reasonably practicable prior written of the Force Majeure event.</p>	7.10	<p>If the Supplier requires provision of a deposit, security or guarantee prior to the Supply Start Date, the Supplier shall not commence the Supply until such deposit, security or guarantee has been provided to the Supplier. If at any other time the Customer fails to provide a deposit, security or guarantee within 14 days of the Supplier's request, such failure shall be deemed to constitute a material breach of the Agreement and the Supplier shall be entitled to either:-</p> <p>(a) terminate the Agreement forthwith by writing notice to the Customer in accordance with Condition 14.1.(a); or</p> <p>(b) vary the Charges immediately upon notice to the Customer.</p>
6.5	<p>If and for so long as the Supplier is unable to supply gas under this Agreement for any reason including Force Majeure the Customer will be entitled to purchase gas from an alternative supplier.</p>	8.	<p>MINIMUM AND MAXIMUM CONSUMPTION</p>
6.6	<p>If either party is unable to perform any obligation under the Agreement for reasons of Force Majeure for a continuous period of three months the other party shall have the right terminate the Agreement immediately by giving written notice to the other party.</p>	8.1	<p>The Customer shall ensure that its gas consumption at any Site shall not exceed the Maximum Period Quantity in any Supply Period or the Maximum Annual Quantity in any Supply Year without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.</p>
7.	<p>CHARGES, INVOICING AND PAYMENTS</p>	8.2	<p>The Customer shall ensure that its gas consumption at any Site shall not be less than the Minimum Period Quantity in any Supply Period or the Minimum Annual Quantity in any Supply Year without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.</p>
7.1	<p>The Customer will pay to the Supplier the Charges calculated in accordance with the terms of the Agreement.</p>	8.3	<p>The Customer shall at the request of the Supplier promptly provide the Supplier with reasonable estimates of the quantity of gas it expects to consume in specified periods. The Customer shall promptly notify the Supplier if there is likely to be a change of more than 20% in any estimate of gas consumption previously notified to the Supplier.</p>
7.2	<p>The quantity of gas supplied to the Customer under the Agreement shall be measured by the meter at each Supply Point. The Supplier shall issue to the Customer a monthly</p>		

8.4	Where the Customer's consumption of gas is 20% more or less than the Minimum Annual Quantity or the Maximum Annual Quantity, as applicable, the Charges will be increased by an additional charge reasonably calculated by the Supplier in respect of gas ("Increased Rate"). The Supplier shall be entitled to vary the Increased Rate from time to time on giving the Customer not less than 30 days' written notice.	11.10	The Customer's data may also be used for other purposes for which the Customer gives its specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
9.	METERING	11.11	The Customer is entitled to a copy of the data held about it on the Supplier's systems on payment of a fee. The Customer may also request more information about how the Supplier and CRAs use the Customer's data by writing to: MB Energy 83 Ducie Street Manchester M1 2JQ
9.1	Upon request by the Supplier the Customer shall provide the Supplier at any time and from time to time with true, complete and accurate details of the metering equipment and meter reading arrangements in place in respect of each Site. The Customer shall give notice to the Supplier as soon as possible where any changes are made to a Supply Point or the metering equipment or meter reading arrangements relating to such Supply Point or where there has been any damage to or interference with any metering equipment.	11.12	The Customer can contact the CRAs currently operating in the UK. The information each CRA holds may not be the same. They will charge a small fee. Creditsafe UK, Bryn House, Caerphilly Business Park, Van Road, Caerphilly CF83 3GG Telephone 029 2088 6500 www.creditsafeuk.com
9.2	The Customer shall ensure that no part of the metering equipment and/or meter reading installation is damaged or otherwise mistreated, no person breaks any affixed seal or removes any notice of ownership affixed to such equipment and/or installation.		Call Credit, Consumer Services Team, One Park Plane, Leeds LS3 1EP Telephone 0113 388 4300 www.callcredit.co.uk
9.3	If the Customer willfully damages or interferes with metering equipment the Supplier shall be entitled to terminate the Agreement pursuant to Condition 14.2.		Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US Telephone 0845 603 6772 www.myequifax.co.uk
9.4	If for any reason whatsoever it is necessary to change the metering equipment or the meter reading arrangements during the Supply Period for all or any of the Sites (including, without limitation, where the metering equipment or meter reading arrangements do not comply with the requirements of the Act or Industry Agreements or the Supplier is unable to calculate the Charges payable by the Customer under the Agreement), the Supplier will be entitled to arrange for the installation, maintenance replacement of the metering equipment and/or change the meter reading arrangements for such Sites.		Experian, Consumer Help Service, Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, Telephone 0844 481 0800 www.experian.co.uk
9.5	If the Supplier incurs any costs, charges or expenses in connection with the installation, maintenance or replacement of metering equipment or change to meter reading arrangements in terms of Condition 9.4, the Customer will pay to the Supplier on demand the whole amount of such costs, charges and expenses within 14 days of such demand.		Dunn and Bradstreet UK, Marlow International Parkway, Marlow SL7 1AJ Telephone 0870 243 2344 www.dnb.co.uk
9.6	The Supplier is not responsible for any faults in metering equipment that it does not own or provide to the Customer.	12.	LIMITATION OF LIABILITY
9.7	If the Customer believes that metering equipment is not accurately measuring the amount of gas supplied to any Site and as a result, the Customer or the Supplier are bound or entitled in terms of the Act and the Industry Agreements for the accuracy of the metering equipment to be tested, then where the Suppliers are bound to undertake such test or either or the Supplier requests such test to be undertaken, the metering equipment shall be tested in accordance with the Act and the Industry Agreements as soon as practicable. If the metering equipment is found to be working within the limits of accuracy required by the Act or the Industry Agreements, the cost of such inspection and testing will be borne by whoever disputed the accuracy of the metering equipment. If the metering equipment is not working within the limits of accuracy required by the Act or the Industry Agreements, the Customer shall be responsible for all costs incurred except where the Meter Operator has been appointed by the Supplier.	12.1	Nothing in these Ts&Cs shall be deemed to restrict or exclude the Supplier's liability for death or personal injury caused by the Supplier's negligence.
10.	ACCESS RIGHTS	12.2	Subject to Condition 12.1: (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of actual or anticipated profit, revenue, contract, production or goodwill or any indirect or consequential loss arising under or in connection with the Agreement; and (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000.
10.1	The Customer grants the Supplier, its agents and contractors, the operators of the local gas distribution networks and any of their agents and contractors and the Agents full, free and safe rights of access to the Supply Point and Site at all times and on such notice as may be reasonable or required under the Act (if any): (a) if the Supplier believes it is necessary in order to disconnect the supply of gas to the Site to avoid danger to life and/or property or in any other case of emergency; and/or (b) for any purpose authorised or required in terms of the Act, the Industry Agreements or the Agreement.	12.3	This Condition 12 shall survive termination of the Agreement.
10.2	If the Supplier is unable to gain full, free and safe rights of access to any Supply Point or Site, the Supplier will give written notice to the Consumer and if the Customer does not remedy the situation within 5 Business Days, the Supplier shall pass through to Customer any additional costs, charges and expenses incurred by the Supplier as a result.	13.	SUSPENSION AND DISCONNECTION
10.3	The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier, its agents and contractors, the operator of the local gas distribution networks and any of their agents and contractors and the Agents arising out of or in connection with the Customer's failure to comply with the terms of Conditions 10.1 and 10.2.	13.1	The Supplier shall be entitled to discontinue or restrict the Supply to the Customer: (a) in the case of a pipe-line system emergency, where the circumstances are such that, in the opinion of the gas transporter: (i) the safety of the gas pipeline system or the conveyance of gas through the gas pipeline system is significantly at risk; (ii) gas conveyed by the gas pipeline system is at such a pressure, or of such a quality, as to constitute, when supplied to premises, a danger to life or property, and that opinion is not manifestly unreasonable; (b) the Authority has given a direction prohibiting or restricting the Supply to the Customer; (c) the Customer fails to comply with any of its payment obligations by the Due Date under this Agreement in respect of the Site and the Supplier has given written notice to the Customer requiring the same to be remedied.
11.	PERSONAL INFORMATION	13.2	In case of a discontinuance or restriction of Supply to the Customer in accordance with Condition 13.1 the Supplier shall notify the Customer as soon as reasonably practicable. With respect to Condition 13.1(c) the Supplier shall be entitled to suspend or reduce the Supply to the Site forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that the Supplier may have under this Agreement. The Customer shall indemnify and keep the Supplier indemnified in respect of any costs, charges, expenses, liabilities and any other issues suffered by the Supplier during the period and in connection with the suspension under Condition 13.1(c).
11.1	In this Condition 11 'Customer' is extended to include all or any of the Customer's directors, employees or partners.	13.3	With respect to Condition 13.1, the Customer shall use its best endeavours to refrain from using gas immediately upon being requested by Supplier and the Supplier shall have no liability to the Customer in respect of the discontinuance or restriction of the Supply.
11.2	Any information which the Customer provides to the Supplier or its agents or contractors or the Supplier otherwise hold (whether or not under the Agreement) may be used by the Supplier and/or given to and used by its agents and/or its contractors as follows: (a) to identify the Customer when it contacts the Supplier; (b) to contact the Customer through mail, telephone or other electronic means; (c) to administer any accounts, services and products provided by the Supplier now or in the future; (d) for market research and analysis; (e) for testing computer systems; (f) to help the Supplier, its agents and/or its contractors to detect debt, fraud or loss; (g) to inform the Customer about services and products which may be of interest to the Customer; and (h) for training purposes, and for any other purposes reasonably ancillary to any of the above.	13.4	The Supplier reserves the right to disconnect or cut off the Supply (at the Customer's expense) temporarily or permanently if the Customer fails to make any payment due under this Agreement or if the Customer permanently vacates the Site.
11.3	The Supplier may transfer personal data to countries outside the European Economic Area for the purposes referred to in Condition 11.2.	14.	TERMINATION
11.4	The Supplier may monitor and/or record communications with the Customer (including telephone conversations and e-mails) to confirm the Customer's identity, ensure security, maintain service quality and for training purposes.	14.1	Without limiting any of their other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of the Agreement and, if such a breach is remediable, fails to remedy such breach within 10 Business Days after receiving written notice of the failure from the terminating party requiring the breach to be remedied and notifying its intention to exercise its right of termination under this Condition 14.1(a); (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (e) the other party (being an individual) is the subject of a bankruptcy petition or order; (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;
11.5	When the Customer applies to the Supplier for a supply of gas the Supplier and/or its suppliers may check the following records relating to the Customer for the purpose of assessing applications or verifying identity: (a) its or their own; (b) publicly available records; and (c) personal and business records at credit reference agencies (CRAs).		
11.6	When CRAs receive a search from the Supplier and/or its suppliers, they will place a search footprint on the Customer's business and, where applicable, personal credit file that may be seen by others.		
11.7	The Supplier and/or its suppliers may periodically review the records referred to in Condition 11.5 to help the Supplier manage the arrangements under the Agreement on an ongoing basis. Those checks will be used to assess the ongoing suitability of the payment arrangements the Customer has with the Supplier.		
11.8	If the Customer gives false or inaccurate information to the Supplier and the Supplier suspects or identifies fraud, the Supplier will record this and may also pass this information to other organisations involved in crime and fraud prevention.		
11.9	If the Customer has received products and/or services from the Supplier and does not make payments that the Customer owes the Supplier, the Supplier will trace the Customer's whereabouts and recover debts.		

(g)	an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;	17.2	irrevocably released from all of its obligations under the Agreement assigned and transferred. The Supplier shall be entitled to enter into agreements on the Customer's behalf for the Supply to be undertaken by third party suppliers under the Supplier's brand and subject to the terms of the Agreement. The Customer hereby appoints the Supplier as the Customer's agent with authority to enter into such arrangements on the Customer's behalf with such third party suppliers either in the Customer's name or the Supplier's name on the Customer's behalf as the Supplier may determine from time to time.
(h)	a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;		
(i)	a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;		
(j)	any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 14.1(b) to 14.1(i) (inclusive);	17.3	No failure or delay by the Supplier in enforcing any of its rights under the Agreement shall be construed as a waiver of those rights, unless a waiver is made in writing. Such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.
(k)	the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or	17.4	If any provision of the Agreement or any part thereof is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby.
(l)	the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.	17.5	Except as set out in the Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by the Supplier.
(m)	in accordance with Condition 6.6.	17.6	The Supplier shall be entitled to make any amendments required to the Agreement in order to comply with any Industry Agreements, any change in law, any order made in terms of the Act or as result of any order or direction of the Secretary of State, court of competent authority or the Authority.
14.2	Without limiting its other rights or remedies and subject to Condition 14.2(d), the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer:	17.7	The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.
(a)	fails to pay any amount due under the Agreement on the due date for payment;	17.8	Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in the Agreement.
(b)	breaches any of the terms of the Agreement;	17.9	Except as expressly provided elsewhere in the Agreement, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
(c)	decides not to accept the Supply following the Commencement Date;	18.	NOTICES
(d)	in accordance with Condition 7.8(b), and	18.1	Any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party personally or sent by first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, sent by fax to the other party's main fax number or sent by e-mail to the other party's e-mail address.
14.3	The Supplier and the Customer may terminate the Agreement in accordance with Conditions 3.2(b) and 3.3 respectively.	18.2	Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or by e-mail, on the next Business Day after transmission.
14.4	Where the Customer is a Micro-Business Consumer, the Customer may terminate the Agreement by giving written notice to the Supplier no more than 30 days prior to the expiry of the Supply Period. The Supplier shall acknowledge receipt of the termination notice received under this Condition 14.4 as soon as reasonably practicable after receipt and in any event within 5 Business Days after receipt of the termination notice.	18.3	Any written notice given by the Customer to the Supplier shall be delivered, if delivered:
14.5	The Agreement will terminate automatically:	(a)	by post to: MB Energy, 83 Ducie Street, Manchester M1 2JQ
(a)	in respect of any Supply Point if the Authority issues a notice to another supplier to take over the Supply in relation to that Supply Point; and	(b)	by e-mail to:
(b)	in accordance with the provisions of Condition 2.6.	(i)	contact@mbenergy.co.uk
15.	CONSEQUENCES OF TERMINATION	(c)	by fax to: 0330 6600084
15.1	On termination of the Agreement for any reason:	19.	GOVERNING LAW AND JURISDICTION
(a)	the Customer shall immediately pay to the Supplier all outstanding unpaid invoices and interest. In respect of any Supply for which no invoice has been submitted the Supplier shall submit an invoice which shall be payable by the Customer immediately on receipt;	18.2	The Agreement shall be governed and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales unless all of the Sites are located in Scotland, in which case the Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.
(b)	the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date; and	18.3	
(c)	any provisions of the Agreement which expressly or by implication have effect after termination shall continue in full force and effect.		
15.2	If the Agreement is wrongfully terminated by the Customer or the Supplier terminates the Agreement under Conditions 7.8, 7.10 or 14 or as a result of a material breach of the Agreement by the Customer, then without prejudice to any other rights the Supplier may have, the Customer shall indemnify and keep the Supplier indemnified in respect of any costs, charges, expenses, liabilities and any other issues suffered by the Supplier in connection with such termination.		
15.3	If the Condition 3.5(b) or 14.2(c) applies or the Supplier terminates the Agreement under Conditions 3.2 (b) then without prejudice to any other rights the Supplier may have, the Supplier shall be entitled to charge the Customer a termination fee of a maximum of up to 30 percent of the Estimated Annual Quantity as set out in the Gas Contract or, as applicable, in the Confirmation Letter and the Customer shall indemnify and keep the Supplier indemnified in respect of any costs, charges, expenses, liabilities and any other issues suffered by the Supplier in connection with such termination.		
16.	ASSIGNMENT AND TRANSFER		
16.1	The Customer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of the Customer's rights or obligations under the Agreement or any part of the Agreement to any third party without the Supplier's prior written consent.		
16.2	During any Supply Period, the Customer shall not do anything to transfer the Supply to another supplier except in relation to any Site which the Customer ceases to own or occupy. If another supplier attempts to transfer the Supply, the Supplier shall be entitled to object to such transfer where:		
(a)	the Customer has not paid the Charges that are due to be paid to the Supplier; and/or		
(b)	any Supply Period will not have expired on or before the date of a proposed transfer; and/or		
(c)	the transfer of the Supply to another supplier would otherwise be in breach of the terms of the Agreement.		
16.3	Where the Customer ceases to own or occupy any Site, the Customer shall give as much notice as reasonably practicable and in any event not less than 30 days' notice to the Supplier together with the Customer's new address details and the details of the new owner or occupier of the Site. The Customer will continue to be liable for the Charges in respect of such Site until:		
(a)	the Customer has provided the Supplier with all the information required under this Condition 16.2, the 30 day notice period has expired and the Customer has ceased to own and/or occupy such Site, or		
(b)	such time as another supplier has commenced a supply of gas to such Site the Supplier commences a supply of gas to such Site under another agreement.		
16.4	If the Customer gives the Supplier notice under Condition 16.2, the Supplier shall be entitled, in its sole discretion, to either:		
(a)	accept such notice and agree to terminate the Agreement in relation to that Site; or		
(b)	refuse to accept such notice in which case the Agreement shall not terminate in relation to that Site; or		
(c)	ask the Customer to provide such evidence as the Supplier may require in respect of the Customer ceasing to own or occupy such Site.		
16.5	If the Supplier requests the Customer to provide evidence pursuant to Condition 16.4(c), the Supplier shall be entitled in its sole discretion to either accept or reject such evidence and exercise the Supplier's rights under Conditions 16.4(a) or 16.4(b) accordingly.		
16.6	Subject to Condition 16.1, the Customer shall be entitled to transfer the Supply to another supplier after the expiry of the Supply Period by giving the Supplier not less than 90 days' written notice, provided that the Customer shall not be entitled to serve any such notice more than 120 days prior to the expiry of that Supply Period.		
17.	GENERAL		
17.1	The Supplier may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of the Supplier's rights and obligations under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent. In the event that the Supplier assigns or transfers any or all of the Supplier's rights and obligations under the Agreement, the party that acquires such rights and assumes such obligations will do so as if it had been the original party to the Agreement with the Customer and the Supplier will be unconditionally and		