

**NON-DOMESTIC ELECTRICITY SUPPLY
DEEMED CONTRACT SCHEME**

This Scheme is made under Paragraph 3 of Schedule 6 of the Electricity Act 1989 (as amended) by **Total Gas & Power Limited** of Bridge Gate, 55-57 High Street, Redhill, Surrey RH1 1RX, and shall come into force with effect from 1st August 2003.

Approved as the Scheme so made

By: *J. S. Sheard* (Signature)
..... *JOHN SHEARD* (Print name)
DIRECTOR, TOTAL GAS & POWER LTD (Position)

Electricity sales contracts with Total Gas & Power Ltd may be available on terms other than this Deemed Contract. Information as to those terms can be obtained from the Sales Dept, Total Gas & Power Ltd, Bridge Gate, 55-57 High Street, Redhill, Surrey RH1 1RX. This notice does not apply to customers supplied with electricity in accordance with standard condition 29 (Supplier of Last Resort) of the Standard Conditions for Electricity Supply Licences.

In accordance with Paragraph 3 of Schedule 6 of the Electricity Act 1989 (as amended) a contract shall be deemed to arise when the owner or occupier of premises (“the Deemed Customer”) takes a supply of electricity from **Total Gas & Power Limited** (“Total”) otherwise than in pursuance of a contract. This Scheme (“this Deemed Contract”) provides the express terms and conditions to be applied in such circumstances.

1. **Definitions**

“Act” means the Electricity Act 1989 or any amendment or re-enactment of it.

“Agreed Accuracy Limits” means the accuracy limits specified pursuant to the BSC and, where no accuracy limits are specified in relation to an element of any Metering Equipment under the BSC, the accuracy of that element shall be no less than that specified in Tables 1-4 (inclusive) of Code of Practice Four (‘Calibration Testing and Commissioning’) approved pursuant to the BSC.

“Authority” means the Gas and Electricity Markets Authority.

“Balancing and Settlement Code” or “BSC” means the document setting out the electricity balancing and settlement arrangements established by the Transmission System Operator pursuant to NGC’s Transmission Licence.

“Billing Period” means the period covered by an invoice.

“BSC Agent” has the meaning specified in the BSC.

“Certified” has the meaning specified in the Meter Operator Agreement.

“Communication Charges” means charges made for the communication links for metering purposes for the Supply to each Connection Point hereunder.

“Confidential Information” means any information relating to the affairs of either party obtained by the other party pursuant to or in the course of performance of this Deemed Contract, which shall include, for the purpose of the Deemed Customer’s duty of confidentiality, any Supply Number or meter point reference number assigned by Total to the Meter, and information relating to the affairs of the Distributor that Total may, from time to time, disclose to the Deemed Customer on terms that such information is to be kept confidential.

“Connection Agreement” means an agreement for the provision and maintenance of the connection(s) through which the Supply is to be delivered to the Connection Point.

“Connection Point” means, in respect of each Premises, the connection point(s) at which the Supply flows between a System and the Deemed Customer’s installation, equipment or lines at the Deemed Customer’s Premises and any other connection point at that Deemed Customer’s Premises agreed upon from time to time by the parties.

“Consumption Reconciliation” means a reconciliation and adjustment in relation to electricity consumed by the Deemed Customer in respect of differences between:

- (i) the quantities of electricity assumed to be consumed by the Deemed Customer during the relevant period; and
- (ii) the quantities subsequently determined to have been consumed pursuant to a Meter Reading.

“CUSC” means the Connection and Use of System Code which replaces the Master Connection and Use of System Agreement and related supplemental agreements with effect from such time as the Connection and Use of System Code is required to be put in place pursuant to NGC’s Transmission Licence.

“Data Aggregator” means the person appointed to carry out the aggregation of metering data received from Data Collectors in relation to the Metering Point and to forward such data to the SVAA, and “Data Aggregation Agreement” shall be the agreement by which such Data Aggregator is appointed.

“Data Collector” means the person appointed to retrieve, validate and process metering data in relation to the Metering Point and “Data Collection Agreement” shall be the agreement by which such Data Collector is appointed.

“Data Transfer Network” has the meaning specified in the Master Registration Agreement.

“Day” means a period of twenty four hours beginning at 00:00 hours on any day and ending at 00:00 hours on the next day.

“Deemed Contract Prices” means the prices for electricity supplied by Total under this Deemed Contract, referred to in Clause 5 and shown in Annex 1 to this Deemed Contract, subject to any amending paragraphs.

“De-energise” means, in relation to any Metering Point, deliberately to prevent the flow of electricity from the Distribution System through the relevant Connection Point (or, in the case of an Unmetered Supply, any one or more of the relevant Connection Points) to the relevant Meter Installation for any purpose other than a System Outage, and “De-energisation Works” means the movement of any switch or the removal of any fuse or meter, or the taking of any other step to De-energise a Metering Point.

“Disconnection Notice” means such a notice sent by Total to the Distributor pursuant to the Use of System Agreement.

“Distribution Code” means, in relation to any Distributor, the Distribution Code required to be drawn up by such Distributor and approved by the Authority as from time to time revised with the approval of the Authority.

“Distribution Licence” means the licence to be granted or deemed to be granted to the Distributor under Section 6(1)(c) of the Act authorising it to distribute electricity for the purpose of giving a supply of electricity to premises or enabling a supply to be so given.

“Distribution System” means the network or system which consists (wholly or mainly) of low voltage lines and electrical plant owned and operated by the Distributor.

“Distributor” means, in respect of each of the Deemed Customers’ Premises, any company licensed and authorised to distribute electricity and which owns or operates the Distribution System through which the electricity is delivered to the Premises.

“Domestic Customer” means a customer supplied or requiring to be supplied with electricity at domestic premises (being premises at which a supply is taken wholly or mainly for domestic purposes).

“Economic Loss” means loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable.

“Electricity Code” means the code set out at Schedule 6 to the Act.

“Energise” means, in relation to any Metering Point, deliberately to allow the flow of electricity from the Distribution System through the relevant Connection Point (or, in the case of an Unmetered Supply, any one or more of the relevant Connection Points) to the relevant Meter Installation where such a flow of electricity has never previously existed, and “Energisation Works” means the movement of any switch or the addition of any fuse or meter to Energise a Metering Point.

“Equivalent Meter” means an equivalent Half Hourly Meter as defined by the Unmetered Supply procedure contained in Section S of the BSC (or in any procedure thereunder).

“Functionality” has the meaning specified in the Meter Operator Agreement.

“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.

“Grid Code” means the Code so entitled issued by the Transmission System Operator or any substitute Code which the Transmission System Operator may issue for the development, maintenance and operation of the NGC Transmission System.

“Half Hourly Meter” means a Meter which is configured to record the quantity of electricity (calculated in kWh) supplied to Premises during each half-hour period of supply.

“Industry Agreements” means agreed procedures and codes of practice and any and all agreements regulating the generation, transmission, distribution and supply of electricity in England and Wales and includes, but is not limited to, the BSC, the Distribution Code, the Grid Code, any revenue protection code of practice, the CUSC, and the MCUSA in each case, as amended, varied, supplemented or replaced from time to time.

“kVA” means kilovoltamperes.

“kW” means kilowatt.

“kWh” means kilowatt-hour.

“Master Registration Agreement” or “MRA” means the agreement of that title referred to and comprising such matters as are set out in standard condition 37 (The Metering Point Administration Service and the Master Registration Agreement) of the Distribution Licence.

“Maximum Capacity” means the maximum amount of electricity permitted to flow at the Premises in accordance with the Connection Agreement or any other relevant Connection Agreement.

“Maximum Power Requirement” means the maximum power at which electricity may be conveyed through the Connection Point at the Deemed Customer’s Premises from the Distribution System.

“MCUSA” means the Master Connection and Use of System Agreement dated 30 March 1990 and entered into by the Transmission System Operator and users of the Transmission System governing the connection to and use of the NGC Transmission System and the accession, interface and supplemental agreements made thereunder.

“Meter” means the equipment for measuring the amount of electricity consumed installed at or near each Connection Point.

“Meter Examiner” means a meter examiner appointed by the Authority under Section 31 of the Act.

“Meter Installation” means the Meter and structures, lines, appliances, devices and associated equipment and installations installed or to be installed at the Deemed Customer's Premises and connected or to be connected directly or indirectly to the Distribution System including any electrical cables, wires and plant, electrical lines, seals, housings, mountings and earthing equipment and data processing and communications equipment.

“Meter Operator” means the person, accredited and certified by the Performance Assurance Board (as defined in the BSC) and appointed by Total to install, commission, test, and repair the Meter Installation, and “Meter Operator Agreement” shall be the agreement by which such Meter Operator is appointed.

“Meter Operator Charges” means charges made for the provision of meter operation services to permit the Supply to each Connection Point hereunder.

“Meter Reading” means a reading of the index of the Meter.

“Metering Equipment” means appropriate metering and related equipment for energy measuring and the transmission and collection of data.

“Metering Point” has the meaning given to that term in the Master Registration Agreement.

“Month” means a period beginning at 00:00 hours on the first day of any calendar month and ending at 00:00 hours on the first day of the next calendar month.

“NGC” means National Grid Transco plc, or any successor thereof.

“NGC Transmission System” has the meaning specified in the Grid Code.

“Non Certified” has the meaning specified in the Meter Operator Agreement.

“Non-Half Hourly Meter” means any electricity meter other than one which is configured to record the quantity of electricity (calculated in kWh) supplied to Premises during each half-hour period of supply.

“Operational Metering Equipment” means metering equipment suitable to provide the Distributor with such data as it requires for use of the Distribution System or operational purposes.

“Premises” means the location at which the Deemed Customer takes Supply.

“Reconciliation Quantity” means the amount by which the quantity determined pursuant to a Meter Reading to have been consumed by the Deemed Customer in the relevant period differs from the quantity previously assumed or determined to have been consumed since the preceding Meter Reading.

“Re-energise” means, in relation to any Metering Point, deliberately to allow the flow of electricity from the Distribution System through the relevant Connection Point (or, in the case of an Unmetered Supply, any one or more of the relevant Connection Points) to the relevant Meter Installation where such a flow of electricity was previously prevented by De-energisation Works, and “Re-energisation Works” means the movement of any switch, the replacement of any fuse or meter or the taking of any other step to Re-energise a Metering Point.

“Regulations” means the Electricity Supply Regulations 1988 and includes any amendment or re-enactment of such Regulations.

“Residual Cashflow Reallocation Cashflow” has the meaning given in the BSC.

“Settlement” means the determination and settlement of amounts payable in respect of Trading Charges (including Residual Cashflow Reallocation Cashflow) in accordance with the Trading and Residual Cashflow Reallocation Cashflow as defined in the BSC.

“Settlement Charges” means all and any charges connected with the registration and metering of electricity flowing to the Deemed Customer’s Premises and the settlement, collection and aggregation of energy consumption data at the Deemed Customer’s Premises, including charges for communication and data transfer and the costs of provision of the same in any electronic registration system pursuant to any Industry Agreement and/or Settlement system applicable to the Deemed Customer’s Premises from time to time.

“Supply” means the supply of electricity by Total to the Connection Point, pursuant to this Deemed Contract.

“Supply Licence” means the licence to be granted or deemed to be granted to Total pursuant to Section 6(1)(d) of the Act.

“Supply Number” has the meaning given to that term in the Master Registration Agreement.

“SVAA” means the Supplier Volume Allocation Agent or BSC Agent in accordance with Section E of the BSC.

“System” means a system of electrical transmission and distribution lines through which the Deemed Customer receives the Supply directly or indirectly.

“System Outage” means in relation to the Distribution System a planned or unplanned interruption to the flow of electricity through the whole or part of the Distribution System implemented by or on behalf of the Distributor for safety or system security reasons or to enable the Distributor to inspect or effect alterations, maintenance, repairs or additions to any part of the Distribution System.

“Trading Charges” has the meaning given in the BSC.

“Transmission Licence” means the licence granted to NGC under Section 6(1)(b) of the Act authorising it to transmit electricity.

“Transmission System Operator” means National Grid Transco plc or any successor or other party who carries out the system operation role of National Grid Transco plc.

“Unmetered Supplies Procedure” means the Unmetered Supplies procedure contained in Section S of the BSC.

“Unmetered Supply” means a supply of electricity the quantity of which the Distributor has under the Unmetered Supplies procedure contained in Section S of the BSC (or in any procedure thereunder) authorised not to be measured by physical metering equipment.

“Unmetered Supply Certificate” has the meaning given to it in the BSC.

“Use of System Agreement” means the agreement entered into between Total and the Distributor for the purposes of providing use of the Distribution System, offered by the Distributor in accordance with the requirements of its Distribution Licence, any Industry Agreements and any agreement made thereunder, and any other such agreements as are necessary for Total to enter into with the Transmission System Operator, the Distributor and any other owner or operator of any Distribution System or Transmission System through which the Supply is delivered to the Connection Point.

“Use of System Charges” means charges made in respect of use of a relevant System to transport and/or distribute the Supply.

“Working Day” has the meaning given to that term in Section 64 of the Act.

2. **Duration**

- (a) This Deemed Contract shall apply at any time when the Deemed Customer takes electricity from Total otherwise than in pursuance of a contract, and shall continue to apply until such time as the Deemed Customer signs a contract with Total in respect of the supply in question, or 28 days after the

Deemed Customer has given notice to Total that the Deemed Customer wishes to sign a contract with another electricity supplier (and such contract comes into force), or until such time as the electricity supply is disconnected at the premises concerned.

- (b) Notwithstanding 2(a) above, where the Deemed Customer ceases to own or occupy the premises concerned, the Deemed Customer shall give at least 48 hours written notice thereof to Total. In the event that the Deemed Customer does not give such notice, the Deemed Customer shall remain liable to Total for payment for any electricity consumed at the premises until the earlier of:
- (i) the 28th Day after the Deemed Customer gives such notice to Total that the Deemed Customer has ceased to own or occupy the premises;
 - (ii) the time of the next Meter Reading at the Premises which takes place after the Deemed Customer has ceased to either own or occupy the premises and which is taken by Total or by another electricity supplier which is, or is about to become, supplier to the premises;
 - (iii) the time from which electricity is supplied to the premises by Total or another electricity supplier, pursuant to a request made by a person other than the Deemed Customer.

3. **Provision of the Supply**

- (a) In respect of any particular Connection Point, if at any time
- (i) Total is not authorised by its Supply Licence to supply electricity to each of the Premises to be supplied with electricity at such Connection Point;
 - (ii) there is no Connection Agreement in full force and effect relating to the connection of the relevant Deemed Customer's Installation;
 - (iii) Total is not validly registered under the Master Registration Agreement in respect of each Supply Number relating to the Deemed Customer to be supplied by Total at such Connection Point;
 - (iv) a Meter Operator, Data Collector and Data Aggregator are not appointed for each Metering Point relating to the Deemed Customer to be supplied through the relevant Connection Point (for the avoidance of doubt, no Meter Operator is required to be appointed in relation to an Unmetered Supply);
 - (v) Metering Equipment has not been installed in accordance with the Use of System Agreement and the Act;
 - (vi) in the case of Unmetered Supply, there is not in full force and effect in relation to each relevant Connection Point an Unmetered Supply Certificate and a relevant Connection Agreement;
 - (vii) the Deemed Customer has not terminated any contract with any other supplier for the supply of electricity at the Premises;

- (viii) in the case of Supply which is to be submitted to Settlement on the basis of half-hourly data generated by an Equivalent Meter, the Deemed Customer has not entered into an Unmetered Supply Connection Agreement, or all requirements of the BSC or any other Industry Agreement have not been met; and
- (ix) the Distributor is entitled under Schedule 6 of the Act to refuse to furnish a supply of electricity, or to cut-off a supply of electricity that is already furnished, through its Distribution System to the relevant Connection Point,

then Total shall have no liability to the Deemed Customer under this Deemed Contract and the Deemed Customer shall indemnify Total in respect of any liabilities to the Distributor (including, but not limited to, any charges imposed by the Distributor in respect of disconnecting, De-Energising or Re-energising the relevant Meter Point and in respect of the electricity consumed) arising from the Deemed Customer's taking electricity from the Distribution System, and the Deemed Customer shall indemnify Total in respect of any liabilities to the Transmission System Operator arising from the Supply to the Deemed Customer.

- (b) Total does not guarantee and shall not be liable for the delivery of electricity at all times or that electricity will be free of brief variations in voltage or frequency attributable to the operation or failure of each relevant Distributor's System, any other relevant system or the NGC Transmission System.

4. Quantity

- (a) The Deemed Customer shall ensure that its consumption of electricity at any Premises shall not exceed the Maximum Capacity applicable to those Premises under the relevant Connection Agreement, and shall comply with any design features of the connection and any other network constraints. If the Deemed Customer fails to comply with this Clause, Total shall not be liable to the Deemed Customer for the consequences of the Distributor taking any steps available to it to secure reduction or discontinuance of the flow of electricity from the Distribution System at the Connection Point.
- (b) If under the terms of the BSC the Deemed Customer's average monthly Supply demand exceeds or is implied to exceed 100kW requiring under the BSC the installation of Half-Hourly Metering Equipment, the Deemed Customer accepts responsibility for entering into a Half Hourly Meter Operation Agreement and for installing appropriate Half Hourly Metering Equipment. The Deemed Customer shall indemnify Total against any liabilities, charges or costs arising from the Deemed Customer's failure to comply with this Clause including, but not restricted to, the cost of installation and maintenance of such Metering Equipment and for liquidated damages arising under the BSC and payable by Total.
- (c) The Deemed Customer shall, at the request of Total (made prior to or during the period of Supply under this Deemed Contract), promptly provide Total with such good faith estimates of its demand of electricity in respect of

specified periods, and with such other information relating to the Deemed Customer's consumption of electricity as Total considers necessary or reasonable, including any information requested by the Distributor in relation to the nature or use by the Deemed Customer of electrical equipment at the Premises, and any information needed by Total or the Distributor for the purposes of demand forecasting and control, for customer demand management or for any other purposes under the Grid Code or any other Industry Agreement.

- (d) The Deemed Customer shall comply with the terms of the Connection Agreement in relation to the connection of the relevant Connection Point through which electricity will leave the Distribution System and shall indemnify Total in full against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising from, or incurred by Total as a consequence of, the Deemed Customer failing to comply with the same.
- (e) The Deemed Customer shall not act or fail to act so as to place or seriously threaten to place the Transmission System Operator, any Distributor or Total in breach of any licence granted to such under the Act.

5. **Price of Electricity**

- (a) The Deemed Customer shall be liable to pay Total for electricity consumed under this Deemed Contract at the rates ("the Deemed Contract Prices") determined by Total from time to time (which shall include amounts to take account of the Distributor's, Transmission System Operator's and other charges imposed by the Distributor), which shall be subject to variation in accordance with the provisions of this Deemed Contract.

The current rates so determined are shown in Annex 1 to this Deemed Contract.

Any revision to the Deemed Contract Prices shall be published in accordance with the Electricity Code.

- (b) In addition the Deemed Customer shall pay to Total on production of the appropriate tax invoice or other certificate the amount of any United Kingdom tax, levy (including Climate Change Levy), duty or impost on electricity or on the processing, sale or supply of electricity which is either payable or to be collected by Total in respect of the electricity or payable by any previous supplier thereof and reimbursable by Total.
- (c) Where the Deemed Customer breaches any of the provisions of Clause 4 Total reserves the right to recover from the Deemed Customer any additional charges imposed on Total by the Distributor resulting from such breach by issuing an invoice to the Deemed Customer.
- (d) Where Total incurs any charges as a result of steps taken by the Distributor, the Transmission System Operator, or Total under an Industry Agreement, Total reserves the right to recover from the Deemed Customer any such additional charges incurred.

6. **Payment**

For each Premises, the following provisions shall apply:

- (a) Total shall, for each Billing Period, issue an invoice to the Deemed Customer in respect of:
 - (i) the quantity of electricity actually consumed by the Deemed Customer in that Billing Period (as determined by the Data Collector), provided that, if no Meter Reading has been obtained for the entire Billing Period, Total may substitute for the quantity actually consumed its best estimate of such quantity; and
 - (ii) if any Consumption Reconciliation has been carried out in the Billing Period the Reconciliation Quantity charged for at the Deemed Contract Prices.
- (b) If on the first day of the period of Supply under this Deemed Contract no Meter Reading is obtained, Total shall be entitled, upon the next Consumption Reconciliation, to invoice the Deemed Customer for the entire Reconciliation Quantity, notwithstanding that a part thereof relates to a period before the period of Supply under this Deemed Contract.
- (c) In addition to charges made under Clause 6(a) above, the Deemed Customer shall, in respect of any Premises, pay:
 - (i) any charges by reference to electricity discovered or reasonably and properly assessed under the Use of System Agreement to have been consumed by the Deemed Customer but not recorded at the time of consumption (for whatever reason) by the Metering Equipment installed in accordance with the Use of System Agreement, such charges to be calculated under Clause 5;
 - (ii) for any Energisation, De-Energisation and Re-energisation Works requested or carried out (or to be requested or to be carried out) by Total or the Distributor (or its or their agents or subcontractors), for any relevant transaction charges ancillary to the Use of the System Agreement, for any steps taken by the Distributor under its revenue protection code of practice from time to time, and for the provision of metering point administration services under the MRA, at such rate as Total may determine from time to time, taking into account the charges payable by Total for such works under the Use of System Agreement or the applicable revenue protection code of practice or otherwise, plus a reasonable amount for Total's management and profit;
 - (iii) for all Use of System Charges, data, metering and connection charges (if any) imposed on Total by the Distributor pursuant to its statement in relation to such charges for the time being in force under its Distribution Licence; and

- (iv) any Meter Operator Charges, Communication Charges, Use of System Charges, Settlement Charges and any other charges or amounts which are required or incurred in respect of the Supply.
- (d) The Deemed Customer shall be charged for any sum payable pursuant to Clause 5(b) and (if applicable) Clauses 5(c) and (d).
- (e) The Deemed Customer shall pay the amount due in respect of each invoice by the fourteenth day of the Month following the Billing Period in which the Supply was made or within ten days of date of invoice if later.
- (f) If payment is not received by Total by the due date then, without prejudice to any other rights or remedies that Total may have, Total shall be entitled to charge interest on overdue amounts from the due date until payment at the rate of four per cent per annum above National Westminster Bank Plc base rate from time to time in force.

7. **Measurement**

For each Premises, the following provisions shall apply:

- (a) In the case of Half Hourly Meters, the Deemed Customer shall ensure that there is installed, operated and maintained in proper working order a Meter Installation containing such equipment as may be required which installation shall comply in every respect with the requirements of the BSC, any statute as amended from time to time, and any other relevant Industry Agreement.
- (b) In respect of Half Hourly Meters only, the Deemed Customer shall inform Total if and as soon as the Meter Operator is replaced.*
- (c) The Deemed Customer may at any time by giving reasonable notice in writing request Total to arrange that the Meter be verified for accuracy.
- (d) In respect of Non-Half Hourly Meters, where there is a dispute as to the accuracy of the Meter, the Metering Equipment shall be examined and tested by a Meter Examiner in accordance with Schedule 7 to the Act. If on such a test:
 - (i) it shall be found that the inaccuracy of the registration of the Metering Equipment at normal loads exceeds the Agreed Accuracy Limits, suitable adjustment shall be made to the Deemed Customer's subsequent invoices rendered by Total and the Metering Equipment or any part thereof found to be inaccurate shall be recalibrated or replaced and the cost of such test and recalibration or replacement shall be paid by Total;
 - (ii) the Metering Equipment shall be found to be accurate within the said limits, the Metering Equipment shall be deemed to be accurate and the cost of removing, testing and replacing the Metering Equipment or any part thereof shall be paid by the Deemed Customer.
- (e) In the case of Half Hourly Meters, the Deemed Customer shall ensure that the accuracy of the Meter is maintained at all times, and where there is a dispute

as to the accuracy of the Meter, the Metering Equipment shall be examined and tested by a Meter Examiner in accordance with Schedule 7 to the Act. If on such a test:

- (i) it shall be found that the inaccuracy of the registration of the Metering Equipment at normal loads exceeds the Agreed Accuracy Limits, suitable adjustment shall be made to the Deemed Customer's subsequent invoices rendered by Total and the Deemed Customer shall ensure that the Metering Equipment or any part thereof found to be inaccurate shall be recalibrated and Total shall have no liability for the cost of such test and recalibration or replacement;
 - (ii) the Metering Equipment shall be found to be accurate within the said limits, the Metering Equipment shall be deemed to be accurate and the Deemed Customer shall indemnify Total against any cost of removing, testing and replacing the Metering Equipment or any part thereof.
- (f) In the case of Half Hourly Meters at the Premises, where the Deemed Customer has entered into a Meter Operation Agreement directly with a Meter Operator and/or Data Collection Agreement directly with the Data Collector, the Deemed Customer shall inform Total of the identity of such Meter Operator or Data Collector before or immediately after such agreement comes into force. The Deemed Customer agrees to enforce the terms of such agreements (including terms as to the levels of service to be provided by the Meter Operator or Data Collector) and to indemnify Total against all expenses, loss or damage suffered by Total as a result of any act or omission of that Meter Operator or Data Collector or as a result of that Meter Operator or Data Collector's breach of that agreement or the BSC, including any Supplier Liquidated Damages or liquidated damages incurred by Total under the terms of the BSC and procedures made thereunder.
- (g) Any costs, charges or other liability incurred by Total as a result of the actions or omissions of any Meter Operator or Data Collector contracted by the Deemed Customer (including but not limited to costs arising from the delay in receipt of valid data from such persons or failure by such persons to fulfil any obligations under the BSC) will be payable to Total by the Deemed Customer and the Deemed Customer shall indemnify Total in respect thereof.
- (h) The Deemed Customer agrees not to enter into a Meter Operation Agreement directly with a Meter Operator which is in force at the same time as any other Meter Operation Agreement to which Total is a party, and shall ensure that no more than one Meter Operator is appointed at any one time.
- (i) The Deemed Customer shall procure that the Meter Operator complies with the relevant Performance Assurance Reporting Monitoring System requirements as defined in procedures made under the BSC.
- (j) The Deemed Customer shall procure that the Meter Operator complies with requirements under the Master Registration Agreement as to communication of data including any contractual obligation to use the Data Transfer Network and standard data flows, unless otherwise agreed with the Data Collector and Total.

- (k) The Distributor shall be entitled to install Operational Metering Equipment at or close to any Connection Point in addition to Metering Equipment installed to collect data for the operation and planning of the Distribution System at no charge to the Deemed Customer. The Deemed Customer shall not interfere with such equipment or connections and shall allow the Distributor, its employees, agents, subcontractors and invitees at all reasonable times safe and unobstructed access to any Operational Metering Equipment and shall not interfere with the same.

8. **Premises Equipment and Safe Use of Electricity**

- (a) The Deemed Customer shall:
 - (i) at all times use the electricity in a safe manner and so as not to interfere with the efficient distribution of electricity by the Distributor;
 - (ii) comply with any request reasonably made by Total or the Distributor in the interests of the security of the System to discontinue or reduce flow of electricity from the System;
 - (iii) be responsible for all structures, equipment, cables, wires, appliances and devices on the Deemed Customer's side of the Connection Point;
 - (iv) not change or modify (or procure any change or modification to) the type of Metering Equipment installed so that it does not comply with the requirements as to metering functionality set out in the Use of System Agreement;
 - (v) permit the Distributor to install Operational Metering Equipment at or as close as reasonably practicable to any Connection Point in addition to any other Metering Equipment for the purpose of collecting data for the operation and planning of the Distribution System in respect of such Operational Metering Equipment;
 - (vi) allow the Distributor, its employees, agents, subcontractors and invitees at all reasonable times safe and unobstructed access to any Operational Metering Equipment;
 - (vii) permit the provision, without charge to Total, the Meter Operator, the Data Collector or the Data Aggregator as appropriate, of such data from Metering Equipment and from any Equivalent Meter operated under the Unmetered Supplies Procedure as is required for the purpose of and in accordance with the Use of System Agreement, the Meter Operation Agreement, the Data Collection Agreement, the Data Aggregation Agreement and the operation and planning of the Distribution System;
 - (viii) without charge allow any or all personnel of Total, any person selected by Total, the Distributor, or the Distributor's officers, employees, agents, subcontractors and invitees, auditors and any BSC Agent and any Meter Examiner, on the production of some duly

authenticated document showing their authority, safe, full, free, unobstructed and uninterrupted access to each Premises for the purposes of exercising any rights or powers (including without limitation those in respect of emergencies) conferred on them or carrying out any obligations they may have under the BSC, the Electricity Code, the Regulations and any statute or Industry Agreements as amended from time to time including Energisation, De-Energisation, Re-energisation and for the purposes of reading the Meter or inspecting, testing and correcting Metering Equipment or any Equivalent Meter operated under the Unmetered Supplies Procedure. Total shall not be in breach of any duty or obligation under this Deemed Contract to the extent that it or any of the aforesaid persons are unable to perform any duty or obligation by reason of their being denied necessary access to the Metering Equipment or the Premises. The Deemed Customer agrees to pay abortive visit charges where the Meter Operator or Total (or their respective officers, employees or agents) have visited the Premises and have not obtained access thereto;

- (ix) permit the Meter Operator for an agreed period (which may be extended with the Deemed Customer's agreement) to install, operate and maintain trial Meters and ancillary equipment measuring the flow of electricity in relation to a Metering Point at its Premises provided that the Deemed Customer will not be required to make any additional payment as a result thereof and that such installation, operation or maintenance shall not result in a reduction in the Functionality of the relevant Meter at those Premises. If, subsequent to such a trial, the trial Meter becomes part of the Meter Installation, then it will form part of the services provided by the Meter Operator under the Meter Operator Agreement and the Deemed Customer shall pay Total's charges in relation thereto;
 - (x) ensure that adequate insurance provisions are in place with respect to the Metering Equipment; and
 - (xi) notify Total as soon as possible if the Deemed Customer perceives that any matter or incident does, or is likely to, cause danger or require urgent attention in relation to the Supply or to the distribution of electricity or affect the maintenance of the security, availability and quality of services in the Distribution System.
- (b) Such rights of access provided for in Clause 8(a) in this Deemed Contract shall include, but not be limited to, the right to bring on to the relevant Premises such vehicles, plant, machinery and maintenance or other materials and such persons as shall be reasonably necessary for such purposes. The Deemed Customer must disclose any known hazards on the Premises to Total, any person described in Clause 8(a) and any other affected person.
- (c) The Deemed Customer shall indemnify Total against any loss of or damage to the property of a third party comprised in the Meter Installation except to the extent that such loss or damage is caused by the negligence of Total or that third party.

- (d) Total shall wherever possible provide the Deemed Customer with reasonable prior notice of any necessary maintenance, repair replacement or extension of any facilities and shall use reasonable endeavours to carry out or procure the carrying out of such works at minimal inconvenience to the Deemed Customer.
- (e) The Deemed Customer agrees that in certain circumstances it may be necessary for the Data Collector, the Meter Operator or Total (or their agents) to contact the Deemed Customer to change or cancel an appointment at the Premises and in these circumstances the Deemed Customer shall accommodate such change or cancellation and Total shall have no liability nor be in breach of its obligations under this Deemed Contract in respect of such change or cancellation.
- (f) If the Deemed Customer makes an arrangement directly with the Distributor or other third party for the carrying out of works to the electrical lines or apparatus (whether before or after the Connection Point) to augment, decrease, or Energise, De-energise or Re-energise the Connection Point, or for some other purpose, Total shall have no liability to the Deemed Customer for any loss or damage howsoever caused by the Distributor or other third party as a result of the carrying out of such works.
- (g) The Deemed Customer shall, as may be required, provide to Total the following details in respect of any Connection Point through which the relevant supply is to be delivered:
 - (i) the relevant Supply Number core data (as defined in the Master Registration Agreement);
 - (ii) the relevant Deemed Customer name;
 - (iii) the Metering Point address relating to each Supply Number;
 - (iv) the Deemed Customer's Maximum Power Requirement if:
 - (aa) the Deemed Customer is not a Domestic Customer;
 - (bb) the Deemed Customer has a Maximum Power Requirement not less than 20 kVA; and
 - (cc) the Deemed Customer is a new owner or occupier of the Premises;
 - (v) the contact name for the Deemed Customer if different from the Deemed Customer's name;
 - (vi) the Deemed Customer's postal address if different from the Metering Point address;

and the Deemed Customer shall notify to Total in writing, by reference to the Supply Number, any change in such details as soon as reasonably practical and where possible in advance of such change. Provided that any such notice

may be given by facsimile in accordance with Clause 19 at such facsimile number as shall be notified to the Deemed Customer by Total.

- (h) Where the Connection Point is isolated by the Distributor by reason of the Deemed Customer's failure to comply with a request by the Distributor, in dealing with an emergency, that the Deemed Customer reduce or discontinue its flow of electricity, Total shall have no liability in respect of the Supply.
- (i) No step taken or other thing done or not done (which may include a reduction in the Supply), by the Distributor or Total:
 - (i) in dealing with emergencies; or
 - (ii) maintaining the security and operational safety of the System,shall be a breach of this Deemed Contract by Total; in particular Total will not be in breach of its obligations in respect of the Supply.
- (j) To the extent that at any time it is not feasible for the Distributor or the Transmission System Operator or the Distributor or the Transmission System Operator have refused to make electricity available for any reason whatsoever or their ability to do so is restricted by reason of:
 - (i) the carrying out of works in connection with the System (whether maintenance, repair, replacement, extension or other works); or
 - (ii) the exercise of a right or discharge of a duty by them under the Act (including the Electricity Code and the Regulations) or their respective licences and other Industry Agreements,Total shall be relieved of its obligations in respect of the Supply.
- (k) In cases of Half Hourly Meters, where the Deemed Customer is in direct contract with the Meter Operator, Total shall not be liable for the failure of the Supply resulting from any failure or defect or requirement for maintenance of any Meter Installation at the Premises which it does not own.
- (l) If the Deemed Customer fails to comply with the terms of any relevant Connection Agreement, Total shall be relieved of its obligations in respect of the Supply.
- (m) The Deemed Customer acknowledges and agrees that the Distributor may De-Energise any Metering Point if the Distributor is entitled to do so pursuant to the Connection Agreement relating to such Metering Point.
- (n) Total shall have no liability for any acts, omissions or neglects of the Distributor, the Data Aggregator, the Data Collector, the Meter Examiner, the Meter Operator or the Transmission System Operator.
- (o) The Distributor may, at any time with no prior notice, De-Energise any Metering Point if:

- (i) the Distributor is instructed, pursuant to the terms of any of the Industry Agreements (as amended from time to time), to do so;
 - (ii) the Distributor considers it necessary to do so for safety of security reasons;
 - (iii) the Distributor considers it necessary to do so to avoid interference with the regularity or efficiency of its Distribution System;
 - (iv) an accident or emergency occurs or threatens to occur which requires the Distributor to do so to avoid the risk of personal injury to any person or physical damage to the property of the Distributor, its officers, employees or agents or the property of any other person;
 - (v) it is entitled to do so for reasons of demand control under the Use of System Agreement; or
 - (vi) subject to the terms of a replacement agreement, the Use of System Agreement is terminated in accordance with its terms.
- (p) In respect of any De-Energisation carried out by the Distributor in any of the circumstances set out in Clause 8(o) of this Deemed Contract:
- (i) no such De-Energisation shall be a breach of this Deemed Contract by Total, in particular Total will not be in breach of its obligations in respect of the Supply of electricity; and
 - (ii) Total shall be relieved of its obligations in respect of the Supply of electricity under this Deemed Contract; *

save in circumstances where the Use of System Agreement was terminated as a result of a breach thereof by Total.

- (q) If any Metering Point is De-Energised by the Distributor or Total, whether at the request of the Deemed Customer or the insistence of the Distributor or Total, the Deemed Customer shall indemnify Total in respect of any charges in respect of such De-Energisation imposed on Total by the Distributor together with any other charges incurred by Total in effecting such De-Energisation and shall be liable for the costs of any subsequent Re-energisation carried out at the Deemed Customer's request.
- (r) The Deemed Customer shall take all reasonable steps to enable the Meter Operator and Total to comply with their obligations under any relevant Meter Operator Agreement. The Deemed Customer agrees not to have Certified metering installed at the Premises where there is installed or used at those Premises a Meter specified as "Non Certified".
- (s) If there is no reasonably foreseeable future use for a Metering Point and Total sends or is to send to the Distributor a Disconnection Notice in respect thereof, the Deemed Customer will give to Total a true and accurate explanation for why there is no reasonably foreseeable future use for the Metering Point, and shall indemnify Total against all costs, demands, claims, expenses, liability, loss or damage which Total incurs (including as a result

of any indemnity given to the Distributor) in consequence of acting in reliance on such details which in any way prove to be inaccurate or misleading.

9. **Ownership**

The following provisions shall apply:

- (a) Title to and risk in the electricity supplied to the Deemed Customer under this Deemed Contract shall pass to the Deemed Customer at the Connection Point.
- (b) The Meter, Meter Installation and any other equipment, electrical lines or apparatus of Total, the Meter Operator, the Distributor or the Transmission System Operator are not and shall not become the property of the Deemed Customer.

10. **Care of Meter and Metering**

The Deemed Customer shall ensure that:

- (a) no part of the Meter Installation is damaged or otherwise mistreated;
- (b) no person improperly breaks any seal affixed to any part of the Meter Installation;
- (c) no notice relating to ownership affixed to the Meter by the Distributor or Total is removed or defaced;
- (d) no electricity is taken from the System on the Deemed Customer's Premises at a point before the Connection Point; and
- (e) in the case of a Meter for which a by-pass has been lawfully installed by the Distributor or Meter Operator, the flow of electricity is not diverted from passing through the Meter otherwise than through such by-pass;

and shall indemnify Total against any liabilities, charges or costs arising from the Deemed Customer's failure to comply with this Clause. If it appears that any interference of the kind envisaged in this Clause has occurred, Total may invoice the Deemed Customer for the monetary value (assessed at the Deemed Contract Prices) of any electricity which it reasonably calculates to have been consumed since the interference together with the costs of rectifying the damage and any associated legal and administrative costs.

11. **Liability**

- (a) Total shall indemnify the Deemed Customer against personal injury to or the death of any person or loss of or damage to any property real or personal to the extent that such injury, death, loss or damage arises in the course of or by reason of the Supply and provided always and only to the extent that the same is due to negligence on the part of Total, subject to Clauses 11(b) and 11(d).

- (b) The obligation of Total to indemnify the Deemed Customer under Clause 11(a) shall be subject to an aggregate limit of £1,000,000 in any period of one year save in the case of death or personal injury where this limit shall not apply.
- (c) Notwithstanding anything expressed or implied in this Deemed Contract, neither Total or any of its associates, affiliates, servants, agents or contractors (of any tier) or its or their directors, officers or employees shall be liable (whether through contract, negligence or otherwise) to the Deemed Customer or the Deemed Customer's associates, affiliates, servants, agents, or contractors (other than Total) or its or their directors, officers or employees for any damages (other than to the extent arising pursuant to Clause 11(a)), expenses (including legal expenses), loss of use, profits, contracts, goodwill, production, data, revenue, or for increased cost of working or business interruption, any Economic Loss or any indirect or consequential loss whatsoever and howsoever caused whether foreseeable or not.
- (d) Provided always that none of the foregoing provisions of this Clause shall operate to exclude or restrict Total's liability for death or personal injury resulting from negligence.

12. **Force Majeure**

- (a) If in or as a consequence of Force Majeure (as defined in Clause 12(b)) it is not reasonably practicable for the party affected by Force Majeure (the "Affected Party") to perform any of its obligations in accordance with this Deemed Contract, such obligations (other than any obligations to make any payments under this Deemed Contract) shall be suspended to the extent that and for so long as it is so impracticable, provided that:
 - (i) the Affected Party gives the other party prior prompt written notice describing the circumstances of Force Majeure, including the nature of the occurrence and its expected duration and, where reasonably practicable, continues to furnish regular reports with respect thereto during the period of Force Majeure;
 - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the circumstances of Force Majeure;
 - (iii) no obligations of either party that arose before the circumstances of Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
 - (iv) the Affected Party uses all reasonable efforts to mitigate the impact of the circumstances of Force Majeure and to remedy its inability to perform as quickly as possible; and
 - (v) immediately after the end of the circumstances of Force Majeure the affected party notifies the other party in writing of the same and each party resumes performance of its obligations under this Deemed Contract.

- (b) "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):
- (i) act of public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
 - (ii) act of God;
 - (iii) strikes, lockouts or other industrial disturbance;
 - (iv) explosion, fault or failure of plant or machinery, other than the Deemed Customer's plant or machinery, which could not have been prevented by Good Industry Practice;
 - (v) the failure of any generator or the Transmission System Operator to deliver or transmit electricity to the Distributor or any deficiency in such delivery or transmission;
 - (vi) any System Outage;
 - (vii) governmental restraint, Act of Parliament, other legislation, bye law or Directive, or the coming into force of any other legal requirement;
 - (viii) breaking or severing of, accidental or criminal damage to, or interference with any electrical cables, wires and plant, electrical lines, seals, housings, mountings and earthing equipment and data processing and communications equipment, machinery or other equipment;
 - (ix) lightning, storm, accumulation of snow or ice, earthquake, fire or flood or extreme weather conditions by reason of which the Distributor is unable to make available at the Connection Point sufficient flow of electricity to meet the Deemed Customer's demand;
 - (x) any event which constitutes an event of Supplier Force Majeure under Section 3.3 of Section S of the BSC.

Provided that, inability to pay (however caused) shall not amount to Force Majeure.

13. **Suspension**

- (a) If the Deemed Customer shall fail to comply with any of its obligations in respect of any Premises and such failure shall remain unremedied for seven days after Total shall have given written notice to the Deemed Customer requiring the same to be remedied, Total shall be entitled to suspend or reduce the Supply to such Premises forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that Total may have and provided always that any such suspension shall not be treated as being outside the control of the Deemed Customer.

- (b) If Total is given a direction under Section 34(4) or 96 of the Act or Section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply of electricity to specified persons, then, for so long as and to the extent required by the direction:
- (i) the Deemed Customer shall refrain from using, or restrict its use, of electricity on being required by Total to do so; and
 - (ii) Total shall be entitled to discontinue or restrict the supply of electricity to the Deemed Customer,

and Total shall have no liability to the Deemed Customer in respect of the discontinuance or restriction of the Supply.

14. **Termination**

- (a) Subject to Clause 14 (d) and (e), Elf Business Energy will be under no obligation to continue the Supply to a particular Connection Point, and may terminate this Deemed Contract in respect of one or more Premises forthwith by written notice to the Customer, if at any time:
- (i) the Customer ceases to be a party to, or fails to comply with its obligations under, the Connection Agreement with the Distributor;
 - (ii) the Customer ceases to be a party to, or fails to comply with its obligations under, the Meter Operator Agreement with the Meter Operator;
 - (iii) the Connection Agreement terminates;
 - (iv) the Meter Operator ceases to be a party to, or fails to comply with its obligations under, the Meter Operator Agreement entered into with Elf Business Energy.
- (b) Any resumption of Supply following termination pursuant to this Clause 14 or suspension under Clause 13 will be at the discretion of Elf Business Energy and Elf Business Energy may require a reconnection charge and security or other form of debit payment.
- (c) Where the Deemed Customer intends to be supplied with electricity at the Premises under a contract with Elf Business Energy or another electricity supplier, this Deemed Contract shall not terminate but shall continue to have effect until the time when Elf Business Energy or, as the case may be, the other electricity supplier begins to supply under a contract, at which time this Deemed Contract shall cease to have effect.
- (d) Notwithstanding the provisions of Clauses 14 (a) to (c) (inclusive), this Deemed Contract shall terminate upon a last resort direction given to an electricity supplier other than Elf Business Energy, in pursuance of standard condition 29 (Supplier of Last Resort) of that supplier's licence coming into effect in relation to the Premises.

- (e) Any termination or cessation of this Deemed Contract shall be without prejudice to any rights or remedies of either party which arise prior to or as a result of such termination or cessation.

15. **Confidentiality and Copyright**

- (b) Neither party shall without the prior written consent of the other:
 - (i) disclose Confidential Information to any person other than its officers or employees, professional advisers, consultants, affiliates or shareholders; or
 - (ii) make use of any Confidential Information otherwise than in the performance of this Deemed Contract;

provided that this restriction shall not apply to information which has come properly into the public domain through no fault of either party.

- (b) Where Confidential Information is disclosed as permitted under Clause 15(a) the party disclosing such Confidential Information shall take all reasonable steps to ensure that the person to whom the information is disclosed is aware of the obligations under Clause 15(a) and does not use or disclose the information otherwise than as permitted.
- (c) Notwithstanding Clause 15(a), Total shall own the copyright in this Deemed Contract and own any data Total records relating to the Deemed Customer's consumption of and price paid for electricity under this Deemed Contract and may use such data in the compilation of statistics or for any use which Total thinks fit or any use permitted under the BSC. The Deemed Customer shall be entitled to access, obtain and use metering data relating to the Metering Installation without charge.
- (d) The obligations contained in this Clause shall continue notwithstanding any termination of this Deemed Contract.

16. **Waiver**

No indulgence shown by either party to the other shall prevent that party subsequently insisting upon its rights and remedies under this Deemed Contract.

17. **Notices**

Any notice given pursuant to this Deemed Contract shall be in writing and may be served by ordinary prepaid first class post, by personal delivery, by prepaid recorded delivery or by registered post to the addressee at its registered office or business address for the time being, or by facsimile to the recipient's facsimile number or such other address or facsimile number as may be notified in accordance with this Clause and shall be deemed to have been received:

- (a) in the case of personal delivery, at the time of delivery;
- (b) in the case of first class post, the second day after it was posted;

- (c) in the case of prepaid recorded or registered delivery, as recorded or registered by the delivery service effecting delivery;
- (d) in the case of facsimile, on transmission.

18. **Variations**

Total may without affecting its binding nature vary this Deemed Contract, and without limiting the circumstances in which they may be made, variations may be made:

- (a) to reflect any obligations and liabilities imposed on Total under the BSC or any other Industry Agreement including any agreement between Total and the Distributor or the Transmission System Operator;
- (b) to reflect any change in the terms of the Connection Agreement;
- (c) if any direction is given to Total pursuant to Section 34(4) or 96 of the Act or Section 2(1)(b) of the Energy Act 1976;
- (d) to reflect any variation in any element of the cost to Total in providing the electricity to the Deemed Customer including but not limited to charges for metering and data services;
- (e) to reflect any variation or adjustment in Use of System Charges;
- (f) to correct any errors in the Connection Point details given to Total;
- (g) to reflect any variation in any charges imposed on Total as a result of a change in any Industry Agreement or as a result of any action or direction of the Secretary of State or the Authority which determines a change to any charges imposed on Total;
- (h) if any generation of electricity is carried out by the Deemed Customer for the Premises concerned ("own generation" or "on site generation") after the commencement of Supply under this Deemed Contract; and
- (i) as a result of the Deemed Customer having supplied any incorrect information to Total.

19. **Balancing and Settlement Code and Industry Agreements**

Where:

- (a) the BSC or any other Industry Agreement provides for the Distributor and/or Total to do anything at or affecting any Premises or the supply of electricity; and
- (b) in doing that thing the Distributor and/or Total comply with the requirements of the BSC and any other Industry Agreement in relation thereto, do not act unlawfully and are not negligent; and

- (c) by reason of the Distributor and/or Total doing that thing the Deemed Customer suffers loss or damage,

neither Total nor the Distributor shall have any liability in respect of such loss or damage.

20. **Distribution Code**

The Deemed Customer must comply at all times with the provisions of the Distribution Code in so far as they are applicable to the Deemed Customer.

21. **Severability of provisions**

If any provision of this Deemed Contract should be held to be illegal, invalid or unenforceable in whole or in part, this Deemed Contract shall continue to be valid as to its remaining provisions and the remainder of the affected provision.

22. **Interpretation**

(a) References in this Deemed Contract to “Total” shall include where applicable its agents appointed for the purposes of carrying out functions or performing obligations which under the BSC or any other relevant agreement are required to be or may only be carried out or performed by such an agent.

(b) The headings in this Deemed Contract are inserted for convenience only and shall not affect the interpretation of any of its provisions.

(c) This Deemed Contract shall be construed and governed in all respects in accordance with the laws of England and any disputes or differences shall be subject to the exclusive jurisdiction of the English Courts.

23. **Electricity Supply Regulations 1988**

The Deemed Customer must ensure compliance at all times with the Regulations and any statutes, statutory instruments, regulations or orders which are binding on the Deemed Customer and/or Total.

24. **Connection Provisions**

(a) The Deemed Customer by its taking Supply from Total on the terms and conditions of this Deemed Contract, also is obliged to enter into a Connection Agreement with each relevant Distributor in respect of the relevant System to permit the Supply to the Connection Point.

(b) The Distributor’s obligations under this Deemed Contract are subject to the Maximum Capacity and any other design feature of the Deemed Customer’s connection. In accordance with existing legal rules, the Deemed Customer must contact the Distributor in advance if the Deemed Customer proposes to make any significant change to the Deemed Customer’s connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect the Distribution system or require alterations to the Deemed Customer’s connection.

- (c) The Distributor will maintain, and may interrupt, and shall be entitled to cut-off any Connection Point in accordance with and subject to the provisions of the Act and any other legal requirements or rights (including those arising under any code or agreement with which the Distributor is obliged by its Distribution Licence to comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the connection at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.
- (d) Subject to any contrary existing contract between the Deemed Customer and the Distributor (and/or Total) the Distributor shall not be liable to the Deemed Customer under this Deemed Contract or otherwise for any loss of damage which:
 - (i) is beyond the reasonable control of the Distributor; or
 - (ii) is consequential or indirect or arises from or amounts to Economic Loss.
- (e) If the Supply to the Premises is wholly or mainly used for business purposes the Distributor will only be liable to the Deemed Customer in accordance with the limitations in Clause 24(d) and up to a maximum of £100,000 per calendar year.
- (f) Clauses 24(d) and (e) will continue to apply regardless of the termination of this Deemed Contract. The ending of this Deemed Contract will not affect any rights, remedies or obligations which may have come into being under this Deemed Contract prior to that time.
- (g) The terms of this Clause 24 will be changed automatically to incorporate any changes that are approved by the Authority. Any change which is approved will be announced in at least three daily newspapers and will take effect from the date stated in those announcements.
- (h) The Distributor may cut off the Supply to the Deemed Customer's Connection Point where the Distributor is entitled to do so under general law, this Deemed Contract or the electricity industry arrangement under which the Distributor operates.
- (i) The Distributor shall be entitled and have the ability to enforce the provisions of this Clause 24 and by virtue of the Contracts (Rights of Third Parties) Act 1999 and this Clause may not be varied without the prior written consent of the Distributor.

**NOTICE OF REVISION
OF
NON-DOMESTIC ELECTRICITY SUPPLY
DEEMED CONTRACT SCHEME**

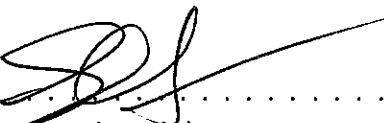
made under Paragraph 3 of Schedule 6 of the Electricity Act 1989 (as amended)
by **Total Gas & Power Limited** of Bridge Gate, 55-57 High Street, Redhill, Surrey RH1
1RX

WE HEREBY GIVE NOTICE that the prices for electricity consumed under the above
Deemed Contract (the "Deemed Contract Prices"), with effect from 1st October 2008, shall be
as shown in the attachment to this Notice entitled "Annex 1"

and the Deemed Contract Prices set out in Annex 1 to the above Scheme are hereby varied
accordingly.

The Deemed Contract Prices are stated exclusive of VAT and Climate Change Levy, which
shall be added at the applicable rate.

Signed,

By:  (Signature)
..... **DAVID CRANFIELD** (Print name)
..... **DIRECTOR - INCOME & OPERATIONS** (Position)

Annex 1

Total Gas & Power Ltd

**NON-DOMESTIC ELECTRICITY SUPPLY
DEEMED CONTRACT PRICE**

The Deemed Contract Prices determined by Total for electricity supply shall be as follows with effect from 1st October 2008:

		Day p/KWh	Night p/KWh	
HH Rates	All	19.15	11.01	

NHH Rates				
Area		Day p/KWh	Night p/KWh	Single p/KWh
Eastern	EELC	19.14	10.64	17.95
East Midlands	EMEB	18.62	10.35	17.94
East Midlands	EMID	19.78	11.52	17.30
Scottish Hydro	HYDE	22.55	11.53	21.40
London	LOND	18.96	10.10	17.56
Merseyside and North West	MANW	19.62	10.25	18.21
Midlands	MIDE	19.00	10.25	17.54
Northern	NEEB	18.86	11.31	16.98
North Western	NORW	19.00	10.46	17.31
South East	SEEB	19.82	10.73	17.22
Southern	SOUT	19.96	12.45	18.71
Scottish Power	SPOW	21.55	11.29	19.90
South Wales	SWAE	21.13	10.76	19.03
South Western	SWEB	21.27	10.85	19.64
Yorkshire	YELG	19.33	10.42	18.10
NHH Average		19.91	10.86	18.32
HH & NHH Average		19.53	10.93	

Standing and Capacity charges will be as per local DUOS rates and will vary from PES area to PES area.

**NOTICE OF REVISION
OF
NON-DOMESTIC ELECTRICITY SUPPLY
DEEMED CONTRACT SCHEME**


made under Paragraph 3 of Schedule 6 of the Electricity Act 1989 (as amended)
by **Total Gas & Power Limited** of Bridge Gate, 55-57 High Street, Redhill, Surrey RH1
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and the Deemed Contract Prices set out in Annex 1 to the above Scheme are hereby varied
accordingly.

The Deemed Contract Prices are stated exclusive of VAT and Climate Change Levy, which
shall be added at the applicable rate.

Signed,

By:  (Signature)
..... DAVID CRANFIELD (Print name)
..... DIRECTOR, INCOME & OPERATIONS (Position)

Annex 1

Total Gas & Power Ltd

**NON-DOMESTIC ELECTRICITY SUPPLY
DEEMED CONTRACT PRICE**

The Deemed Contract Prices determined by Total for electricity supply shall be as follows with effect from 1st September 2010:

		Day p/KWh	Night p/KWh
HH Rates	All	17.65	9.60

NHH Rates					
Area		Day p/KWh	Night p/KWh		Single p/KWh
Eastern	EELC	19.14	10.64		17.95
East Midlands	EMID	19.78	11.52		17.30
Scottish Hydro	HYDE	22.55	11.53		21.40
London	LOND	18.96	10.10		17.56
Merseyside and North West	MANW	19.62	10.25		18.21
Midlands	MIDE	19.00	10.25		17.54
Northern	NEEB	18.86	11.31		16.98
North Western	NORW	19.00	10.46		17.31
South East	SEEB	19.82	10.73		17.22
Southern	SOUT	19.96	12.45		18.71
Scottish Power	SPOW	21.55	11.29		19.90
South Wales	SWAE	21.13	10.76		19.03
South Western	SWEB	21.27	10.85		19.64
Yorkshire	YELG	19.33	10.42		18.10

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Standing and Capacity charges will be as per local DUOS rates and will vary from PES area to PES area.