



**EPG ENERGY LIMITED (EnDCo)  
Deemed Contract for the supply of  
electricity to the half hourly market**

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## **1. GENERAL**

- 1.1. EPG Energy Limited (hereby referred to as EnDCo) supplies electricity to half hourly (HH) metered customers on the basis of commercially negotiated bilateral contracts.
- 1.2. EnDCo is obliged through the terms of its Electricity Supply Licence to publish a deemed contract.
- 1.3. This deemed contract will apply to any electricity Supply Point registered to EnDCo until such time as a bilateral contract for Supply is entered into with EnDCo or the Supply Point is registered to another supplier.
- 1.4. Specifically the deemed contract will apply until:
  - 1.4.1. the customer signs a bilateral contract with EnDCo; or
  - 1.4.2. the customer's electricity Supply Point is successfully registered to an alternative electricity supplier; or
  - 1.4.3. the customer is allocated by Ofgem to an alternative supplier; or
  - 1.4.4. the Supply Point is disconnected.

## **2. DEFINITIONS AND INTERPRETATION**

- 2.1. The terms set out in the Schedule to this agreement shall have the meanings given to them in that part for the purposes of this agreement.

## **3. SUPPLY**

- 3.1. EnDCo agree to Supply electricity for the customer's site(s) provided:
  - 3.1.1. the site(s) is currently connected to the local network operator's electricity distribution network or high voltage grid; and
  - 3.1.2. the customer meets, to EnDCo's satisfaction, a reasonable level of credit worthiness throughout the duration of this agreement.
  - 3.1.3. the customer agrees to provide EnDCo with meter readings upon request.

## **4. COMMENCEMENT DATE**

- 4.1. In the event of a change of tenancy, it is the obligation of the customer to advise EnDCo of the date at which they began to take responsibility for Supply at the

site(s), and the meter reading at that time. If this information is not made available EnDCo will consider:

- 4.1.1. the commencement date for an incoming customer is the day after the termination date for the outgoing customer.
- 4.1.2. the opening meter reading for an incoming customer is contiguous with the final meter reading for the outgoing customer.
- 4.2. If a bilateral contract with EnDCo has terminated but the Supply Point(s) has not been registered to another supplier, the commencement date will be the day following the termination date of the bilateral contract.

## **5. PAYMENT AND CHARGES**

- 5.1. In consideration for receiving the Supply of electricity and related services at the site(s) the customer shall pay EnDCo the Charges in accordance with Clause 5.11 together with any costs, expenses, losses or penalties incurred by EnDCo due to the failure or default of any meter operator, data collection and data aggregation agent appointed by the customer.
- 5.2. At the end of each Billing Period, EnDCo will send an invoice showing the Charges payable. Payment is due seven (7) days after the date on the invoice (the "Due Date"). Where EnDCo fail to collect payment on the Due Date (other than as a result of any omission by EnDCo) then EnDCo will charge the customer, and the customer will be liable for, interest on the sum due from the expiry of that Due Date according to the Late Payment of Commercial Debts (Interest) Act 1998 (Bank Base Rate plus 8% per annum).
- 5.3. The method of payment under this Agreement is Electronic Bank Transfer (BACS or CHAPS) or another method to be agreed between the parties.
- 5.4. EnDCo reserves the right to allocate payments against invoices at its sole discretion.
- 5.5. If any charge on an invoice is disputed, then the dispute must be raised at least three (3) days before the Due Date, otherwise the full amount of the invoice is payable on the Due Date. If an amount is validly disputed, the undisputed amount remains payable on the Due Date. Any amounts due cannot be offset.
- 5.6. The Charges are exclusive of VAT, Climate Change Levy (CCL), reactive power charges and any other applicable tax, duty or levy which will be added separately to the customer's account.
- 5.7. In emergency situations a direction may be given under Section 34 or Section 96 of the Electricity Act (1989). In that event EnDCo shall be entitled to add to the Charges such amounts as may be necessary to enable us to recover from the customer an equitable proportion of the additional cost incurred by us as a direct consequence of such a direction.
- 5.8. If the customer asks for any service other than that provided as a standard service by the customer's local network operator or cause the customer's network operator to incur costs beyond those which would normally be incurred in carrying out EnDCo's obligations to the customer, EnDCo reserve the right to charge the customer accordingly.
- 5.9. EnDCo will use reasonable endeavours to offer the customer a bilateral contract for their Supply and related services at commercial rates applicable at that time. If the customer does not have a current bilateral contract for their Supply they will be supplied under the terms of the Deemed Contract.
- 5.10. When taking Supply under Deemed Contract, if the customer subsequently enters into a bilateral contract with EnDCo, then at the sole discretion of EnDCo, the terms of the bilateral contract may be applied retrospectively for the whole or portion of the period for which Deemed Contract was in operation.
- 5.11. Should the customer continue to take Supply under the Deemed Contract, they will be charged from the commencement date as follows:

- 5.11.1. For import/consumption, electricity will be priced at the HH System Buy Price (SBP) for each individual half hourly period as calculated by National Grid, plus 10%.
- 5.11.2. For export/generation, electricity will be priced at the HH System Sell Price (SSP) for each individual half hourly period as calculated by National Grid, less 10%.
- 5.11.3. All other system charges/benefits including but not limited to Imbalance, RCRC, DUoS, BSUoS, CCL, RO, FIT & AAHEDC will be passed through at 100%.
- 5.11.4. Current Third Party Charges (e.g. Data Aggregator, Data Collector) will be passed through at 100%.
- 5.11.5. EnDCo fixed monthly fee plus 20%, where EnDCo fixed monthly fee for the customer is as defined in the immediate previously lapsed contract. This is for the fixed monthly fee only. Any volumetric fee as defined in the immediate previously lapsed contract is replaced by clauses 5.11.1 for consumption and 5.11.2 for generation. In the absence of a prior bi-lateral contract the fee shall be £3000 pcm.
- 5.11.6. Any charges incurred as a result of any meter reading visits, change of measurement class, upgrades or transfer of metering equipment will be chargeable at cost.
- 5.12. The customer is liable for any costs incurred by EnDCo arising from the late or non-payment of any amount due.
- 5.13. An Invoice and/or self bill will be issued on a monthly basis for electricity Supply (consumption and/or generation) and Third Party charges, with a separate invoice for EnDCo fees. Payment shall be made to EnDCo within seven (7) days following the date of that invoice. Where revenue is owed to the customer, EnDCo will pay within seven (7) days following the date of that invoice.

## **6. SUPPLY AND PROVISION OF AGENCY SERVICES**

- 6.1. EnDCo shall from the commencement date until the agreement is terminated and in accordance with the terms of this agreement:
  - 6.1.1. Supply electricity to each Supply Point; and
  - 6.1.2. appoint the Data Collector (DC) and Data Aggregator(DA) for each Supply Point, unless there is in place a bilateral agreement between the customer and the DA and/or DC, whereby EnDCo shall respect that agreement.
- 6.2. For HH metering, provision of and payment for Meter Operator (Mop) services and appropriate permanent communication links for remote meter reading will usually be the responsibility of the customer via a bi-lateral agreement with the Mop. Where this is not the case, EnDCo will include these costs together with other agent charges as a Third Party (pass-through) charge to the customer.

## **7. METERING AND BILLING**

- 7.1. The amount of electricity Supplied shall be measured by the metering equipment installed at the site(s).
- 7.2. If it is discovered that any meter readings have been inaccurate or omitted, or the translation of such readings into Charges has been inaccurate, then the amount of money due from either party shall be paid promptly.
- 7.3. Where for any reason EnDCo has been unable to obtain meter readings, estimated readings shall be used and the resultant charges paid by the customer, but subject to any adjustment which may be necessary following the receipt of actual readings.
- 7.4. If the accuracy of meter reading equipment is disputed and tests are carried out by a meter examiner in accordance with Schedule 7 of the Act, then:

- 7.4.1. If such tests show the metering errors are within industry standards then the cost of the tests shall be paid by the party disputing the accuracy of the reading; or
- 7.4.2. If the metering equipment is proved to be inaccurate, then the customer shall pay the costs of the tests (if any) and the costs of replacing or fully repairing the meters (if any). The customer's bill or statement will then be adjusted accordingly.
- 7.5. The customer shall keep the metering equipment secure and in good working order to correctly measure the Supply of electricity to/from the customer. If the metering equipment is not so maintained, EnDCo may de-energise the customer's Supply.

## **8. ACCESS**

- 8.1. Parties will allow EnDCo, the local network operator or any person authorised by EnDCo, free of charge, safe and unobstructed access to the site(s) and metering equipment covered by this Agreement at all reasonable times for any purpose connected with this Agreement, including without limitation the installation, maintenance, testing, removal or reading, replacement, disconnection or de-energisation of any assets or metering equipment provided that in an emergency access shall be afforded at any time without notice.

## **9. TERMINATION**

- 9.1. EnDCo shall be entitled to de-energise the Supply of electricity to the site(s) and/or end this agreement immediately upon written notice if the customer does not pay monies due to EnDCo or any security deposit EnDCo have asked for.
- 9.2. EnDCo shall be entitled to immediately de-energise the Supply of electricity to the site(s) if:
  - 9.2.1. EnDCo are required to cut off the customer's Supply under any of the electricity industry arrangements under which EnDCo operate; or
  - 9.2.2. there is a risk of danger to the public if EnDCo continue to Supply the customer with electricity; or
  - 9.2.3. the customer, in the reasonable belief of EnDCo, has made unauthorised use of electricity or committed theft of electricity.
- 9.3. The customer's Supply may be de-energised at any time by the customer's network operator in accordance with the customer's connection agreement or by EnDCo if regulations would be breached if EnDCo did not de-energise or for any other circumstances beyond EnDCo's reasonable control.
- 9.4. EnDCo shall be entitled to end this Agreement immediately upon written notice if:
  - 9.4.1. the Gas and Electricity Markets Authority directs another supplier to Supply the premises;
  - 9.4.2. EnDCo are no longer licensed to Supply electricity.

## **10. CONNECTION AGREEMENT**

- 10.1. By taking a Supply of electricity from EnDCo, The customer also agrees with the network operator in whose area the customer's site(s) is situated (for whom EnDCo are for this purpose acting as agent) that the connection at which electricity is delivered to the customer's site(s) will be governed by that network operators standard terms for connection. This forms a separate agreement between the customer and the customer's network operator.

## **11. SECURITY DEPOSITS**

- 11.1. The customer may be required to provide reasonable collateral for the payment of Charges for electricity supplied under this agreement. Such security may be in the form of a deposit which must be paid to EnDCo within seven (7) days of request.

- 11.2. Reasonable collateral is defined as twice the customer's average monthly bill for the previous quarter. This will be reviewed monthly.
- 11.3. Deposits are re-paid with any interest earned if no claim is made against them. Payments for electricity supplied remain due in accordance with this agreement regardless of the provision of collateral. If the collateral is not given this Supply agreement may be ended and the Supply of electricity under it discontinued to the customer's site(s).

## **12. LIABILITY**

- 12.1. EnDCo shall not be liable for failing to Supply electricity where such failure is as a result of circumstances beyond EnDCo's reasonable control.
- 12.2. Neither party shall be liable to the other, under contract or otherwise, under or in connection with any matter the subject of this agreement in respect of loss of Supply, loss of use, loss of revenue, loss of profit, loss of contract or loss of goodwill or for special consequential or indirect loss or damage, of any nature whatsoever, or for any liability of the other to any other person howsoever arising.
- 12.3. The maximum liability of either party to the other under or in relation to this agreement shall not exceed £100,000 per incident or series of related incidents.
- 12.4. The limits of liability referred to in this Clause 12 shall survive termination of this agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.

## **13. OTHER TERMS AND CONDITIONS**

- 13.1. EnDCo may transfer all or part of this agreement to another licensed electricity supplier. Any such transfer would be publicised.
- 13.2. The customer's rights and duties under this agreement are personal to the customer and as such the customer is not entitled to transfer the obligations or burden of it to another party without EnDCo's written consent.
- 13.3. By providing a Supply of electricity EnDCo accepts no responsibility for the adequacy, safety or any other characteristic of the customer's installation.
- 13.4. EnDCo can transfer information EnDCo has about the customer to other companies for the purposes of the customer's electricity Supply and the performance of this agreement only.
- 13.5. This agreement constitutes the entire agreement between both parties.
- 13.6. Any notice given under this Supply agreement shall be in writing and shall be sufficiently given or served if left at or sent by first class mail recorded delivery or facsimile to the customer's address. EnDCo will send notice to the customer's Supply address or the customer's registered office. The customer should address any notice to EnDCo at:

EPG Energy Limited,  
Hurst House,  
131-133 New London Road,  
Chelmsford,  
Essex,  
CM2 0QT.

- 13.7. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not effect the other provisions of this Agreement which shall remain in full force and effect.
- 13.8. EnDCo operates under the statutory framework of the Electricity Act, any other relevant standard electricity supply industry documents or agreements. EnDCo may revise the customer's Terms and Conditions and pass through at cost any

additional charges or expenses incurred as a result of changes to these documents. Any such change and its effective date will be notified in writing.

13.9. These Terms and Conditions are governed by English Law or Scottish Law, according to the location of the premises.

#### 14. SCHEDULE

Definitions:

"**Act**" means the Electricity Act 1989 or any subsequent amendment or re-enactment.

"**Charges**" means the charges set out in Clause 5.11 and any other charges properly due for supplying electricity under these Terms and Conditions.

"**Chargeable Availability**" means the chargeable capacity, measured in kVA, as specified by the local distributor to EnDCo for the purpose of levying its Use of System charge.

"**Customer**" means the person(s) to whom the Supply of electricity is made available through a Supply Point registered to EnDCo. Typically this is the occupier, the owner of the premises or person(s) acting on their behalf.

"**Billing Period**" means a period of one calendar month.

"**De-energise**" means the temporary removal of Supply irrespective of the method used, e.g. removal of fuse at the connection point.

"**Disconnection**" means the permanent separation of the Supply Point from the distribution system.

"**Due Date**" has the meaning given to that term in clause 5.2.

"**Reactive Power Charge**" means the charge levied on EnDCo by the local distributor under its Use of System agreement.

"**Supply**" has the meaning of both provision of electricity to consumers and selling of electricity on behalf of generators.

"**Supply Point**" means the point at the site(s) where the flow of electricity is metered.