

1 Definitions

- 1.1 "Agreement" means this agreement entered into between the Customer and Kinex.
- 1.2 "Customer" means the person, sole trader, partnership, legal entity, professional, company, or association, who has agreed to enter into this Agreement with Kinex.
- 1.3 "Customer Equipment" means any equipment, the property of the Customer or rented by the Customer from a third party, connected to the Gas Distribution Network and used by the Customer in order to use the Service.
- 1.4 "Gas Distribution Network" means the distribution network through which Service is provided pursuant to this Agreement.
- 1.5 "National Grid" means the provider of Transportation and metering services to the gas industry.
- 1.6 "Rate Schedule" means the schedule of charges applicable from time to time in respect of the Usage Charges.
- 1.7 "Service" means the supply of gas to the Supply Point.
- 1.8 "Site" means the location at which the Customer carries on its business as identified in this contract.
- 1.9 "Supply Period" means the period during which Service is provided pursuant to this Agreement, which shall commence on the day that Service is first provided.
- 1.10 "Supply Point" means the point at which gas shall be made available to the Customer under this contract.
- 1.11 "Transporter" means the public gas supplier as defined in the Gas Act 1986.
- 1.12 "Kinex" means Verastar Ltd and Economy Gas Ltd.
- 1.13 "Usage Charges" means the charges made by Kinex to the Customer for the provision and use of the Service.

2 Service

- 2.1 Kinex will procure Service to the Customer subject to the terms of this Agreement. Kinex, or its principals, may at any time without notice vary the Service for technical, operational or other reasons within their entire discretion.
- 2.2 Kinex will use reasonable endeavours to procure a continuous high quality Service in accordance with the terms and conditions set out herein.

3 Charges & Payment

- 3.1 Kinex will make Usage Charges for the provision and use of the Service in accordance with its Rate Schedule, appertaining to the relevant tariff agreed between Kinex and the Customer, prevailing from time to time, which may be varied by Kinex, without notice, subject to clause 3.2.
- 3.2 In the event that increases in the Rate Schedule applied under the provisions of clause 3.1 during any one calendar year have the effect of an overall increase in the Rate Schedule for the Customer of more than 10 per cent above the Retail Price Index, Kinex will notify the Customer and the Customer may terminate the Agreement in accordance with clause 10.1.4.
- 3.3 The minimum chargeable quantity under this Contract will be 60% of the estimated annual consumption. If a meter point uses less than 10% of the anticipated monthly percentage of National Grid's annual consumption (e.g. if a property becomes vacant), a charge of £45 per month, per meter will be made or the meter will be removed at the prevailing rate charged by National Grid or other meter agency. The customer shall be responsible for all costs incurred in isolating the site.
- 3.4 Upon reasonable request, the current applicable Rate Schedule will be provided to the Customer at any time during the Supply Period.
- 3.5 The customer agrees to pay invoices by Direct Debit in accordance with the advance notice given on your invoice. If an invoice is not paid by Direct Debit, then the Rate Schedule for the period of Service to which that invoice relates, together with all other periods to be invoiced for during the remainder of the Supply Period shall be charged at a deemed rate, approximately equal to twenty-five per cent above the applicable Rate Schedule at that time.
- 3.6 If invoices are not paid monthly by Direct Debit then any collection costs incurred by Kinex, including administration charges, will be charged to the Customer.
- 3.7 Interest will be charged on unpaid invoices from the due date until payment at a rate of 1.5 per cent per month or part thereof.
- 3.8 Value Added Tax or any other levy or tax, at the rate prevailing, will be added to all sums due to Kinex, which are quoted as exclusive of Value Added Tax or any other levy or tax.
- 3.9 The Customer shall not be entitled to delay or withhold payment or claim any set off against any payment due hereunder in respect of any claim or complaint, which the Customer may have for any reason whatsoever. Any payments made by the Customer to Kinex, including payments made for other services that the Customer may receive from Kinex, may be applied by Kinex as it deems fit.
- 3.10 The Customer agrees that Kinex may make credit status enquiries. Subject to credit status, Kinex may require a non-interest bearing deposit or pre-payment. At its discretion, Kinex may, from time to time, set limits on the amount of specific or all charges that the Customer may incur during a period.
- 3.11 The Customer agrees to reimburse and indemnify Kinex for all expenses, including all legal and professional fees, incurred as a result of the Customer's failure to comply with clause 3.5.
- 3.12 Usage Charges shall be invoiced monthly in accordance with clause 5, Measurement. Usage Charges may be required to be pre-paid by way of deposit. Usage Charges may relate back to months prior to the previous month.

4 Customer Obligations

- 4.1 The Customer agrees and undertakes:
- 4.1.1 To comply with all regulatory conditions and other laws, licences, conditions, directions, codes or regulations relevant to the provision or use of the Service, as amended from time to time.
- 4.1.2 To remain responsible for all pipes and apparatus installed for the supply of gas that are situated on the Customer's side of the meter and shall ensure that these are maintained in good working order and condition at all times;
- 4.1.3 To use only Customer Equipment that is in good working order, is maintained by a competent maintainer, is compatible with the Service, and complies with all relevant technical standards, legislation and regulation relating to its use;
- 4.1.4 To permit National Grid (at National Grid's expense) to install, operate, renew and maintain any pipes, meters or any other apparatus to transport measure and control gas ("Equipment") all of which shall remain in the ownership of National Grid. The Customer is responsible for ensuring that the Equipment is not damaged or mistreated;
- 4.1.5 To only use the Service for their own personal or business use and in accordance with normal anticipated usage patterns and not for any other commercial purposes and not to distribute it commercially;
- 4.1.6 Not to re-sell, re-supply, or otherwise distribute the Service;
- 4.1.7 To pay for all Service provided by Kinex within the time limits and in the manner set out herein and to be responsible for the usage of the Service, whether the use of the Service has been authorised by the Customer or not (and the Customer agrees that Kinex is not obligated to monitor the level of gas usage and/or report unusual usage patterns);

- 4.1.8 To notify Kinex, giving at least 30 days notice, of any changes in personal details of the Customer including change of address;
- 4.1.9 In the case of payment not being made by Direct Debit, to pay the increased Usage Charges in accordance with clause 3.5;
- 4.1.10 At the Customer's expense, to terminate any existing contracts (with alternative suppliers) which provide the Customer with services similar to the Service pursuant to the Supply Point;
- 4.1.11 To provide Kinex with explicit consent to allow the disclosure of relevant information about the Customer between Kinex and other gas service providers;
- 4.1.12 Title and risk in the Gas shall pass to the Customer at the Supply Point.

5 Measurement

- 5.1 The reading shown on the meter shall be prima facie evidence of the volume of gas consumed under this Agreement, unless that meter is found to be registering falsely to a degree which exceeds that permitted by regulations.
- 5.2 Where the meter reading is unavailable, estimates (based on historic consumption as provided by National Grid) will be used to raise invoices or in accordance with any budget payment plan agreed with Kinex.
- 5.3 The amount of gas consumed in energy terms shall be calculated using the Standard industry methods referred to in the Gas Suppliers License, as issued by the Office of Gas Supply.
- 5.4 The Customer may at any time by giving reasonable notice in writing request Kinex to verify the meter readings for accuracy. If a verification shows that the meter is accurate within the limits in accordance with Section 17 of the Gas Act, the costs of such verification shall be borne by the Customer. Where the meter has been found to register inaccurately to a degree exceeding that permitted by the regulations, then a suitable adjustment shall be made in the accounts rendered by Kinex since the penultimate date on which the meter was read (otherwise than in connection with the examination) and the amount of money due from or to Kinex shall be paid on demand except in the case where it is proved to have begun to register inaccurately as described on some later date.
- 5.5 The Customer shall forthwith notify Kinex of any material change in the Customer's consumption of Natural Gas during the Supply Period.

6 Faults and Emergencies

- 6.1 Where the Customer believes that there is, has been or is likely to be an escape of gas or that the Equipment may be damaged resulting in an escape of gas, then the Customer must immediately notify National Grid on **0800 111 999**. The Customer shall undertake not to use gas in any way that is likely to create any risk to the health and safety of any person or risk of damage to any property, or in any way that could interfere with the efficient supply of gas to other consumers.
- 6.2 If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer's negligence, then Kinex may recover all reasonable costs incurred from the Customer.
- 6.3 Emergency services will be provided by or on behalf of Kinex. Any call out charges relating to the ceasing of the escape of gas or other emergency services on the Customer's installation downstream of the gas meter charged by the Transporter shall be reimbursed to Kinex.
- 6.4 Kinex shall not be liable to the Customer for any losses incurred as a result of an interruption to the Service for any reason whatsoever (including a fault on the Gas Distribution Network or the Kinex Equipment), and the Customer shall continue to be liable for any Usage Charges incurred during such interruption.

7 Suspension of Service

- 7.1 Kinex shall be entitled to suspend Service in order to maintain or improve the Gas Distribution Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority or by its principals, or if Kinex reasonably believes that the Service is being misused in any way, or for any other reason whatsoever. For the avoidance of doubt, Kinex shall not be liable to the Customer for any losses that are incurred by the Customer as a result of such suspension.
- 7.2 If the Customer fails to comply with any of its obligations and such failure remains un-remedied for 7 days after written notice has been given by Kinex, or any invoice remains unpaid for more than 7 days after its due date, Kinex shall be entitled to suspend the Supply forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that Kinex may have.
- 7.3 Kinex shall be entitled to suspend any part of or all of the Service without notice in the event that the Customer breaches this Agreement, including any payments not being made within 14 days.
- 7.4 Any suspension of Service for any reason whatsoever will not affect the Customer's obligation to pay for the Service during the period of suspension or thereafter, and will not affect Kinex rights to charge a termination fee.
- 7.5 The Customer agrees to pay an administration fee for each suspension applied in accordance with clause 7.3.

8 Site Isolation, Closure and Change of Ownership

- 8.1 The supply point may be isolated either: a) At the request of the Customer; b) Following termination of this Agreement by Kinex; or c) In the event of demolition or substantial redevelopment of the premises, or otherwise where Kinex determines necessary for safety reasons.
- 8.2 The Customer authorises the employees, agents or contractors of Kinex and the Transporter to enter its premises on written notice at all reasonable times for the purpose of isolation. If the supply of gas to the site needs to be isolated for any reason, the Customer shall pay all costs incurred in isolating the site.
- 8.3 If the ownership of the site changes, the Customer shall remain liable for all charges in respect of the Site under this Agreement until Kinex has received written confirmation of any change in ownership and either this Agreement is validly assigned by the Customer or arrangement has been agreed for another supplier to take over the Site or other contractual arrangements have been entered into.
- 8.4 The Customer named in this agreement shall not assign this agreement to any other party without the prior written consent of Kinex.

9 Liability

- 9.1 Kinex shall not be liable to pay any termination fees or other charges payable to the Customer's previous or other supplier(s) of gas services.
- 9.2 Neither the Customer nor Kinex excludes or limits its liability for death or personal injury caused by its negligence.
- 9.3 Kinex shall not be liable for any loss or damage caused to the Customer except where caused by Kinex's negligent acts or negligent omissions or Kinex's breach of contract and in such event Kinex's total liability to the Customer under this Agreement for any loss or damage shall be limited to £10,000.

- 9.4 Subject to clause 9.2, Kinex shall not be liable to the Customer for: any indirect, consequential and/or special loss or damage; loss of profit; loss of revenue, loss of production or loss of business; loss of contracts; loss of goodwill, loss of reputation or loss of opportunity; loss of anticipated savings or loss of margin; wasted management, operational or other time or liability of the Customer to third parties.

- 9.5 In particular, no warranties, representations, agreements, terms or conditions, either express or implied, are given by Kinex as to the quality of Service provided, which is determined by matters within or outside the control of Kinex.

10 Termination

- 10.1 This Agreement will remain in force:
- 10.1.1 For a minimum supply period of one year and for any renewal periods thereafter. Kinex shall provide renewal terms to the customer approximately 60 days prior to the cessation of the minimum Supply Period and Subsequent Supply Periods renewing the Agreement automatically for a period of twelve months unless the customer gives written termination notice no later than 30 days prior to the cessation of the Agreement or Subsequent Supply Periods.
- 10.1.2 Until the Customer has committed a material breach of this Agreement (including but not limited to non-payment of any invoices by Direct Debit, or non-compliance with this Agreement due to ceasing to be responsible for the Supply Point);
- 10.1.3 Until the Customer has a Receiver, Administrative Receiver, Liquidator or Supervisor of a Voluntary Arrangement appointed over it, or over any part of its undertaking or assets or a resolution is passed for its Winding Up, or if an Administration Order is made, or if it enters into a Voluntary Arrangement with its Creditors, or ceases or threatens to cease to carry on business, proof of which must be provided mandatorily in all cases in form of a letter from a solicitor firm or licensed insolvency practice or an accountancy firm currently registered with and regulated by the respective regulatory authority; or
- 10.1.4 Until in the event that increases in the Rate Schedule applied under the provisions of clause 3.1 during any one calendar year have the effect of an overall increase in the Rate Schedule of more than 10 per cent above the Retail Price Index, and the Customer has given notice to terminate within 14 days of the date of the notification provided for at clause 3.1.
- 10.1.5 Until the supply of gas to the Site needs to be isolated for whatever reason. The costs incurred will be payable by the Customer.
- 10.1.6 Until the Customer, trading as a sole trader, has ceased trading in all capacity, including in all businesses it is involved in, proof of which must be provided mandatorily in form of a letter from a solicitor firm that is currently registered with and regulated by the relevant regulatory authority.
- 10.2 Kinex may suspend Service in circumstances where it could terminate this Agreement, including when the Customer has failed to pay any amount due or it reasonably believes that the Customer will fail to pay any amount due or to become due, and any such suspension will be without prejudice to the right to terminate.
- 10.3 In the event of the Agreement being terminated pursuant to clauses 10.1.2, 10.1.3 or 10.1.6 where the Customer fails to provide proof as stipulated in 10.1.6 then the Customer shall pay to Kinex a termination fee in the sum of £150 per meter, which the Customer agrees represents a fair and reasonable estimate of the losses, costs, and expenses, which Kinex would suffer in the event of the Agreement being terminated pursuant to clauses 10.1.2, 10.1.3 or 10.1.6.

11 General

- 11.1 The Customer may not assign or transfer this Agreement or any rights hereunder to any third party, without the prior written consent of Kinex. Kinex may assign or transfer this Agreement or any rights hereunder.
- 11.2 Neither party shall be liable for breach of its obligations under this Agreement to the extent that such breach is caused by flood, fire, accident, explosion, strike, war, embargo, Government restriction, Act of God, inability to secure materials, industrial dispute or any other cause beyond the parties' reasonable control including in particular acts or omissions of other providers of gas services, with the exception of the Customer's obligations to pay for Service.
- 11.3 The remaining parts of this Agreement shall remain in full force in the event that any part of this Agreement shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original Agreement.
- 11.4 All the terms of this Agreement are set out herein. Neither party has relied upon any representations, assurances or other agreements, whether verbal or otherwise, unless set out herein.
- 11.5 In the unlikely event that you have a complaint about the service received, please refer to our website www.kinex.co.uk/complaintscodeofpractice.pdf for details about our complaints procedure.
- 11.6 Kinex may change the terms and conditions of this Agreement upon giving 14 days notice.
- 11.7 No waiver by either party shall constitute any variation to this Agreement.
- 11.8 Singular words shall be construed as including words of the plural and vice versa.
- 11.9 Any notices given by the Customer under this Agreement shall be made in writing and sent by registered post. Any notices given by Kinex under this Agreement shall be published on its website www.kinex.co.uk (or any other website that the Customer is informed in writing by Kinex has replaced this website for this purpose), or sent by post, email or fax. In either event, the address for service shall be the address provided for each party, unless changed, in which case notice of such change shall be given in accordance with the terms of this clause.
- 11.10 This Agreement shall be governed by and interpreted in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the courts of England.

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