

# Schedule

## General Terms for the Provision of Site-works

We, Crown Gas & Power (Siteworks) Limited (CRN 09727143), and you have decided to enter into an agreement for the provision of certain site-works services, as described in the service schedule. These general terms apply in addition to the quotation document and the service schedule, which together make up the Agreement between us.

The General Terms

### 1. DEFINITIONS

1.1 In this Agreement, when the following words are shown in bold, they have the meanings described below: -

**"Agreement"** means the agreement between you and us and includes these general terms, the quotation document and the service schedule as applicable;

**"Business day(s)"** means between the hours of 8.00am and 6.00pm on any day on which the clearing banks in the City of London are open;

**"Charges"** means the amount payable for the site-works as shown in the quotation document;

**"Confidential information"** has the meaning given to it in clause 8.1;

**"Construction industry scheme"** means the HMRC scheme which sets out the rules for how payments to subcontractors for construction work must be handled by contractors in the construction industry;

**"Data Protection Law"** means the Data Protection Act 2018 (DPA) and the General Data Protection Regulation (GDPR) (EU 2016/679) together with any secondary legislation, order, regulation made under the DPA and/or GDPR and any legislation (whether enacted in the UK or by the EU) which replaces, amends, or complements them (in whole or in part) and all other laws applicable to the processing of personal data.

**"General Terms"** means these general terms and conditions governing the provision of the site-works to you;

**"Group Company"** means a subsidiary of ours, any holding company of ours, and any subsidiary of any holding company of ours (and "subsidiary" and "holding company" will have the meanings given to them in the Companies Act 2006);

**"Highway"** means a 'street' (in England and Wales) or 'road' (in Scotland) as defined in the New Roads and Street Works Act 1991 as amended;

**"Installations"** means any equipment, materials or product we install or fit when providing the site-works;

**"Our materials"** means all documents, information and materials provided by us relating to the site-works which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications;

**"Our equipment"** means any equipment, including tools, systems, cabling or facilities, provided by us or our subcontractors which we or our subcontractors use to provide the site-works to you;

**"Our manager"** means the person we appoint to manage the provision of site-works who will be the person who provides the quotation document to you;

**"Price"** means the charges together with any other amounts which we have a right to invoice for in accordance with these general terms;

**"Quotation document"** means the document provided to you with these general conditions headed **"Quote"** which forms part of the Agreement;

**"Reasonable and Prudent Operator"** means a person seeking in good faith to perform its contractual obligations, and in doing so and in the general conduct of its obligations, using the skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of business in the same or similar conditions;

**"Retail Prices Index"** means the measure of inflation published each month by the Office for National Statistics, which measures the change in the cost of a basket of retail goods and services in the United Kingdom;

**"Site-works"** means the site-works services to be provided by us to you in accordance with the Agreement as described in the service schedule;

**"Service Schedule"** means the schedule to these general conditions describing the site-works;

**"Site"** means the premises, property, lands, water and other places on, under, in or through which the site-works are to be provided, including areas for temporary storage, accommodation and welfare activities as more particularly described in the quotation document;

**"VAT"** means value added tax as described in the Value Added Tax Act 1994;

**"You"** means the company or partnership entering into this Agreement identified as the "Site-works Customer" in the quotation document;

**"Your Equipment"** means any equipment, systems, cabling or facilities provided by you and used directly or indirectly in the supply of the site-works;

**"Your manager"** means the person you appoint in accordance with clause 4.1(b);

**"Your materials"** means all documents, information and materials provided by you which are required to provide the site-works, including computer programs, data, reports and specifications (where relevant).

## 2. COMMENCEMENT AND DURATION

2.1 Your Agreement will start on the date on which we receive the signed quotation document indicating your acceptance of the Agreement, together with payment of the charges (plus VAT) and will continue until the site-works have been completed unless this Agreement is terminated in accordance with these general terms.

2.2 During the term of the Agreement, we will provide the site-works to you in accordance with the terms of the Agreement.

2.3 By agreeing to the terms of the Agreement, you confirm that you own or have the right to enter into this Agreement in respect of each site at which we are being requested to provide the siteworks.

2.4 We will not have any obligation to: (i) commence or continue the site-works; (ii) procure or continue to procure any plant or materials or other goods required in connection with the site-works; or (iii) engage any subcontractors until you have:

- (a) made payment in full for the charges (and VAT in respect of the charges);
- (b) obtained any licence or consent required in connection with the site-works; and
- (c) obtained any planning permission required in connection with the site-works.

### 3. OUR OBLIGATIONS

3.1 We will provide the site works to you as a reasonable and prudent operator in accordance with our obligations under this Agreement.

3.2 We will use our reasonable endeavours to meet any performance dates specified, but any such dates will be estimates only and are dependent upon you fulfilling your obligations under this Agreement and our sub-contractors ability to meet targeted dates. Time for performance by us will not be of the essence of this Agreement.

3.3 We will use our reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at your premises that have been communicated in writing to us prior to the provision of the site-works, provided that we will not be responsible under this Agreement if, by observing these rules, regulations and/or requirements, we are put in breach of any of our obligations under this Agreement.

3.4 We will not be responsible for the following unless we specifically agree otherwise in the service schedule or quotation document:

- (a) obtaining any permissions, consents, licences (including street works licences), easements or other rights that may be necessary for or in connection with provision of any of the site-works and we give no warranty that any such permissions, consents, licences easements or other rights are or would be obtainable;
- (b) inspection, installation or alteration of a pipe installed or to be installed downstream of any meter;
- (c) provision, erection or dismantling of any scaffolding, raised platform or other access system required in connection with the site-works;
- (d) making good cosmetic surfaces, plasterwork and decoration;
- (e) relocation, protection, replacement or any avoidance of damage to plants or trees, provided that we will take reasonable care to avoid damage to such plants and trees;
- (f) the diversion of any existing apparatus, cable, duct, pipework, drain or infrastructure;
- (g) excavation, backfilling, or temporary or permanent reinstatement of any trench excavated on the site in the course of providing the site-works or otherwise required in connection with the site-works, other than excavation, backfilling or reinstatement required on a highway;

- (h) provision and placing of any bedding and/or surrounding materials within any trench or excavation or otherwise required in connection with any part of the site-works;
- (i) provision and installation of any ducting;
- (j) construction or formation of any point of entry and/or associated supporting structure for any pipework or other apparatus into any building;
- (k) reinstating any original surface other than within a highway. Where the site-works expressly include reinstatement beyond any highway, we will reinstate metalled surfaces with tarmac only or (at our discretion and without imposing any responsibility upon us to prevent any damage) relay any undamaged modules removed upon excavation and left adjacent to the excavation;
- (l) the conduct of the site-works or the design so as to avoid interruption to the conveyance of gas to the supply point during the provision of the site-works or in the course of any future maintenance of the site-works following completion;
- (m) carrying out the site-works other than during normal business days; or
- (n) any work or additional services excluded in the quotation document, provided always that site-works involving the installation or relocation of a meter cannot lawfully be provided prior to you putting in place an energy supply agreement.

#### **4. YOUR OBLIGATIONS**

##### **4.1 You will:**

- (a) where we are providing services involving the installation or relocation of a meter, undertake that you have or will have put in place a gas and/or electricity supply agreement (as relevant) from the start date of the supply agreement and that the supply of gas and/or electricity to the site(s) is/are or will be live in sufficient time to enable us to provide the site-works in line with the estimated timescales identified in the quotation document;
- (b) co-operate with us in all matters relating to the site-works and appoint your manager (and promptly notify their identity to our manager). You further agree that your manager will be the only person from whom we will accept instructions and will have the authority contractually to bind you on matters relating to the site-works;
- (c) provide for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, clear, unobstructed and safe access to site(s) including (where relevant) access to meters and service routes on business days or as reasonably required by us, together with the name of the person who will give us access;
- (d) ensure that there are no obstructions (including scaffolding) which might hinder or delay our ability to perform the site-works;
- (e) provide, in a timely manner, your materials and all other information and data we reasonably require, and ensure that it is complete and accurate. You further acknowledge and agree that we will rely on your materials and all other information or data provided to us to provide the site-works;
- (f) be responsible (at your own cost) for preparing and maintaining your premises for the supply of the site-works including: (i) identifying, monitoring, removing and disposing of any hazardous materials from your sites in accordance with all applicable laws; (ii) ensuring that all works that

need to be completed to enable us to provide the site-works have been completed; and (iii) ensuring that any necessary permissions, consents, easements, way leaves, leases, interests and rights are in place in sufficient time to enable us to provide the site-works within the proposed timescales and continue to be maintained until the site-works have been completed;

(g) inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your sites;

(h) ensure that your equipment is in good working order and suitable for the purposes for which it is used in relation to the site-works and conforms to all relevant United Kingdom standards or requirements;

(i) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the site-works, the installation of your equipment, the use of your materials and the use of our equipment;

(j) insure, keep and maintain our equipment in good condition and not dispose of or use our equipment other than in accordance with our written instructions or authorisation; and

(k) where requested by us, promptly provide us with copies of all planning permissions, consents, licences, easements, leases, interests, rights and conveyances granted or procured by you.

4.2.2 If the performance of our obligations under this Agreement is prevented or delayed by any act or omission by you, your agents, subcontractors, consultants or employees, we will not be liable for any costs, charges or losses incurred by you that arise directly or indirectly from such prevention or delay and you will indemnify us for any costs, charges or losses which we incur as a result of such act or omission.

4.3 You will pay to us, on demand, all reasonable costs, charges or losses incurred by us (including any direct, indirect or consequential losses, loss of profit and loss or damage to reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under this Agreement, subject to us confirming such costs, charges and losses to you in writing.

## 5. COMPLETION OF THE SITE-WORKS

5.1 We will notify you by email when the site-works have been completed. Where we relocate or fit a meter, please note that ownership of the meter will not pass to you.

## 6. CHARGES

6.1 As payment for the site-works provided by us, you will pay the price in accordance with this clause 6. Time for payment will be of the essence of this Agreement.

6.2 By entering into this agreement, you acknowledge that Crown Gas and Power (Siteworks) will pay commission to your broker. The amount of commission is not set by us and should be agreed between you and your broker. The amount is usually a fixed sum added to the quotation we provide you. For example, if you require a new gas service and our quotation is £1,000 plus VAT, if the broker adds £100 commission, then our total quotation to you would be £1,100.

Depending upon the contractors we choose to undertake these works, we will receive promotional discounts or rebates from the appointed contractors.

6.3 You agree to pay the charges and any other amounts which we have the right to include in an invoice (without deduction or set-off except where you are a member of the construction industry scheme and are making a deduction pursuant to it which you will notify us about in advance) together with VAT (which is not included) (altogether being the “price”). We will invoice you for the price and you will pay the invoice within the following periods:

(a) in respect of amounts relating to the charges (and any VAT payable), we will provide a pro forma invoice to you (including the VAT element) and you will pay us at the same time as the Agreement is entered into by you. Following your payment of the charges plus the VAT, we will provide a separate VAT invoice to you; and

(b) in respect of any other amount that we have the right to require you to pay, immediately following receipt of our invoice. Please note that we will suspend provision of the site-works until we have received payment in full for any amounts due.

6.4 We will not be under any obligation to engage any subcontractors or progress any work in relation to the site-works until we have received full payment for the charges (including any VAT payable in relation to the charges).

6.4 You will be responsible for the payment of all taxes, levies, duties, imposts and other fiscal charges which become due on the price for which we become responsible under the Agreement and

will reimburse us for any interest, penalties, liabilities and expenses (including reasonable legal expenses) incurred by us as a result of your delay in paying them.

6.6 We may use any money you pay to us or any money we owe you to pay off what you owe under this Agreement.

6.7 We may invoice you for extra items that are not included in the charges and you must pay for such amounts in accordance with clause 6.3(b). These are:

(a) our reasonable costs if you breach any terms of the Agreement, including our reasonable costs when we try to get back money you owe to us (when you do not have a genuine reason to disagree when you owe us money) and any administration costs for dealing with the site-works;

(b) any amounts that we are required to pay to our subcontractors in relation to the provision of site-works;

(c) our reasonable costs if you fail to keep an agreed appointment with us or our agent or subcontractor;

(d) any amounts we incur as a result of your failure to meet deadlines notified by us (including any abortive costs relating to your failure to give at least 48 hours prior notice of cancellation of a previously agreed installation) or failure to comply with a reasonable instruction we give to you;

(e) if you decide to make payment for site-works by credit card, an amount that is equal to 3% of the price to cover the banking costs we incur; and

(f) our reasonable costs if you prevent or delay our ability to provide the site-works.

6.8 We will not be legally responsible if we have not charged you enough VAT because information in your materials is incorrect. If there is an increase in the VAT actually payable, you will have to pay the difference.

6.9 Without affecting any other right or remedy that we may have, if you fail to make any payments to us in accordance with this clause 6, we may:

- (a) charge interest on the outstanding amount from the due date for payment until full payment is made at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly; and
- (b) suspend all services under this Agreement or any other agreement with you until payment has been made in full.

## **7. CHANGES TO THIS AGREEMENT**

7.1 1 If either of us wishes to change the scope or execution of the site-works, we will submit details of the requested change to the other in writing (which may be given by email).

7.2 2 If either of us requests a change to the scope or execution of the site-works, we will, within a reasonable time, provide a written estimate to you of:

- (a) the likely time required to implement the change;
- (b) any necessary variation to our charges arising from the change;
- (c) the likely effect of the change on the site-works; and
- (d) any other impact of the change on this Agreement.

7.3 3 If you wish us to proceed with the change, we have no obligation to do so unless and until we have agreed in writing (which may include by email) the necessary changes to our charges, the site-works and any other relevant terms of this Agreement. In the event that we are unable to agree the said changes we shall be under no obligation to provide the site-works and you will be liable to pay us for the work we have carried out to date (such sum to be determined by us acting reasonably) together with all other sums payable under the terms of this Agreement.

7.4 Notwithstanding clauses 7.1 to 7.3, we may from time to time and without notice, change the site-works in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or charges for the site-works.

7.5 We will have the right to adjust the charges where there is a delay to the performance of the site-works caused by delays in mobilisation, or the date for completion of the site-works being delayed, as a result of your failure to comply with your obligations under this Agreement.

7.6 If the site-works continue beyond twelve (12) months from the date of the quotation document, on each date that is the twelve-month anniversary of the date of the quotation document, we may increase the charges in line with any increase to the retail prices index.

## **8. CONFIDENTIAL INFORMATION AND OUR PROPERTY**

8.1 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature which have been disclosed to you by our employees, agents, consultants or subcontractors and any other confidential information concerning our business or its products which you may obtain ("confidential information").

8.2 You may disclose such confidential information:-

- (a) to your employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out your obligations under this Agreement; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

8.3 You will ensure that your employees, officers, representatives, advisers, agents or subcontractors to whom you disclose such information comply with this clause 8.

8.4 You will not use any confidential information for any purpose other than to perform your obligations under this Agreement.

8.5 All materials, equipment and tools, drawings, specifications and data supplied by us to you (including our materials and our equipment) will, at all times, be and remain the exclusive property of us or our subcontractors, but will be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us, and will not be disposed of or used other than in accordance with our written instructions or authorisation.

## **9. RESPONSIBILITY FOR LOSS AND DAMAGE**

### **OUR RESPONSIBILITY**

9.1 Nothing in this Agreement shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any other any other liability which cannot be limited or excluded by law.

9.2 Subject to clause 9.1:

(a) we shall under no circumstances whatever be liable to you whether in contract or tort (including negligence) breach of statutory duty or otherwise for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; losses flowing from corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.3 Subject to clauses 9.1 and 9.2 our total liability in respect of all other losses arising under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed £100,000 or a sum equal to the Charges whichever is the lower.

9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are to the fullest extent permitted by law excluded from this Agreement.

9.5 We shall maintain at all times public liability insurance of up to £15million.

### **YOUR RESPONSIBILITY**

9.6 You agree to indemnify us for:



(a) any claims from owners or occupiers of other sites or premises for losses, damages, costs and expenses which arise as a necessary and unavoidable (using reasonable skill and care) consequence of us providing the site-works;

(b) any claim from any third party or other liability incurred by us as a result of your failure to comply with your obligations under this Agreement.

9.7 Each clause in this clause 9 applies separately. If a court or authority tells us that we cannot enforce a certain clause, the other clauses will still apply.

## **10. CREDIT SCORING**

10.1 You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and data in relation to you will be processed by and on behalf of us in connection with the site-works to help us to make decisions about your ability to pay for the site-works and supply of gas and/or electricity to your site(s). If you want to see what information the credit reference agencies hold about you, please contact them directly.

## **11. ENDING THIS AGREEMENT**

11.1 Subject to clause 11.2 to clause 11.5, this Agreement will terminate automatically on completion of the site-works.

11.2 We can end this Agreement:

(a) for any reason and at any time by giving you at least 30 days' prior written notice;

(b) immediately when we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors); or

(c) if keeping to any clause in this Agreement means we would be breaking the law. If any of clauses 11.2(a) to 11.2(c) applies, unless we tell you otherwise in writing (which may include by email), the Agreement will end immediately and you will have to pay the amounts set out in clause 11.4.

11.3 You can end this Agreement:

(a) for any reason and at any time by giving us at least 30 days' prior written notice;

(b) immediately when you give us written notice because we stop trading, if our business is wound up, if we or our business becomes insolvent or our business goes into administration or receivership or we or our business enter into an arrangement with people we owe money to (our creditors); or

(c) if keeping to any clause in this Agreement means you would be breaking the law. If any of clauses 11.3(a) to 11.3(c) applies, unless we tell you otherwise in writing (which may include by email), the Agreement will end immediately and you will have to pay the amounts set out in clause 11.4.

11.4 On ending this Agreement for any reason:-

(a) you agree to immediately pay to us (or we will have the right to set off against any amounts we have received from you which may become refundable as a result of the ending of the Agreement) all of the outstanding unpaid invoices and interest;

(b) in respect of site-works supplied but for which we have not provided you with an invoice, and where further work is required to leave the site in a safe condition, we may submit an invoice, which will be payable immediately on receipt or which we will have the right to set off against any amounts we have received from you which may become refundable as a result of ending the Agreement;

(c) in respect of any amounts that we have to pay to third parties as a result of entering into this Agreement which we are unable to mitigate, we may submit an invoice, which will be payable immediately on receipt or which we will have the right to set off against any amounts we have received from you which may become refundable as a result of ending the Agreement; and

(d) you will, within a reasonable time, return all of our equipment and our materials. If you fail to do so, then we may enter your site(s) and take possession of them. Until they have been returned or repossessed, you will be solely responsible for their safe keeping.

11.5 On termination of this Agreement (however arising) the following clauses will survive and continue in full force and effect:

(a) clause 8 (confidential information);

(b) clause 9 (responsibility for loss and damage);

(c) clause 11 (ending this Agreement);

(d) clauses 13, 14, 15 and 16.

## 12. FORCE MAJEURE

12.1 Provided that you or we (as relevant) have complied with the provisions of clause 12.3 below, we will not be in breach of this Agreement, nor liable for any failure or delay in performance of any of our obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond our reasonable control (a "force majeure event"), including but not limited to any of the following:

(a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster;

(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions arising in the United Kingdom or Northern Ireland;

(c) terrorist attack, civil war, civil commotion or riots;

(d) substantial damage to the site where the site-works are to be provided arising from the effect of pressure waves caused by an aircraft or aerial devices travelling at sonic or supersonic speed, which materially affects either of our ability to carry out our obligations under this Agreement;

(e) nuclear, chemical or biological contamination or sonic boom;

(f) pandemic or epidemic;

(g) compliance with any law;

(h) fire, explosion or accidental damage;

(i) exceptionally adverse weather conditions including hurricanes or tornadoes;

(j) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

- (k) any labour dispute, including but not limited to official strikes, industrial action or lockouts;
- (l) shortage of fuel due to protests, blockades or other action of individuals or organisations, whether acting collectively or otherwise;
- (m) non-performance by suppliers or subcontractors; and
- (n) interruption or failure of utility service, including but not limited to electricity, gas or water.

12.2 Where there is a force majeure event, the corresponding obligations of the other party will be suspended to the same extent.

12.3 If either of us is subject to a force majeure event, we will not be in breach of this Agreement if:

- (a) we promptly notify the other in writing of the nature and extent of the force majeure event causing our failure or delay in performance;
- (b) we could not have avoided the effect of the force majeure event by taking precautions which, having regard to all the matters known to us before the force majeure event, we ought reasonably to have taken, but did not; and
- (c) we have used all reasonable endeavours to mitigate the effect of the force majeure event, to carry out our obligations under this Agreement in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible.

12.4 If the force majeure event continues for more than three (3) months, either of us may give written notice to the other to end this Agreement. The notice to end the Agreement must specify the end date, which must not be less than fifteen (15) days after the date on which the notice is given. Once a notice to end the Agreement has been validly given, the Agreement will terminate on the end date set out in the notice.

## 13. GENERAL

13.1 Subject to clause 7, any changes to this Agreement or of any of the documents referred to in it will not be valid unless it they are in writing (including by email) and signed (or approved by email) by or on behalf of each of us.

13.2 If at any time we choose not to enforce any part of this Agreement, this will not stop us from doing so in the future.

13.3 Where we use the word “including” in this Agreement, it will be read as “including without limitation”.

13.4 If a Court determines that part of this Agreement is not valid, the rest of the Agreement will not be affected.

13.5 These general terms, the quotation document and the service schedule(s) constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us in relation to the site-works. If there is any inconsistency between any of these documents, they should be interpreted in the following order of priority (the first taking precedence): the service schedule; the quotation document; the general terms.

13.6 We each acknowledge that, in entering into this Agreement, neither of us has relied on any statement, representation, assurance or warranty other than as expressly included in this Agreement.

13.7 Neither of us may, without the prior written agreement of the other (such agreement not to be unreasonably withheld or delayed), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement, BUT we may at any time: (i) assign or transfer our rights and obligations under this Agreement to any group company; and/or (ii) subcontract all or any of our rights or obligations under this Agreement.

13.8 A person who is not a party to this Agreement will not have any rights under or in connection with it.

13.9 A notice or other communication we or you may give must be addressed to your manager or our manager (as relevant), must be in writing and delivered by hand, first class post or by email, and:

(a) you and we will consider notices delivered by hand to have been received when they are delivered;

(b) if you and we send letters by first class post, you and we assume that the letters have arrived within two days of posting them;

(c) you and we will consider notices by email to have been received on the day they were sent.

13.10 The provisions of this clause 13 will not apply to the service of any process in any legal action or proceedings.

## **14. DISPUTE RESOLUTION**

14.1 If any dispute arises in connection with this Agreement, our manager and your manager will, within five (5) business days of a written request from the other (which may be made by email),

converse in a good faith effort to resolve the dispute. If our manager and your manager are unable to resolve the dispute during this conversation, we will both nominate a sufficiently senior person within our businesses within two (2) days of the conversation, who will attempt to resolve the dispute. If they are unable to do so within five (5) business days following their nomination, then clause 14.2 below will apply.

14.2 If the dispute is not resolved at that meeting, we will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between us, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (the "ADR notice") to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.

14.3 Neither of us may commence any court proceedings in relation to any dispute arising out of this Agreement until we have attempted to settle the dispute by mediation and either the mediation has terminated or one of us has failed to participate in the mediation.

## **15. GOVERNING LAW AND JURISDICTION**

15.1 The laws of England and Wales apply to this Agreement and any dispute or claim arising out of or in connection with it.

15.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

## 16. PERSONAL DATA

16.1 Where you (or your authorised agent) provide us with personal data, then you confirm that: (i) you have obtained the permission of the relevant individual(s) to provide such personal data to us; and (ii) that the relevant individual(s) agrees that the personal data can be used for the purposes set out in this Agreement. You shall notify us immediately in writing should the relevant individual(s) withdraws this permission at any time.

16.2 We, or our authorised agents may collect and use personal data (including data relating specifically to this Agreement):

- (a) to carry out our obligations under this Agreement;
- (b) to contact you (including by post, e-mail, phone, text or other forms of electronic communications) for a legitimate reason to provide information, products or services which we believe may interest you, or to carry out market research (except where you have asked that the relevant individuals are not contacted for such purposes);
- (c) to carry out quality assurance checks;
- (d) to help to prevent and detect fraud;
- (e) for matters relating to health and safety; and
- (f) if we are under a duty to disclose the personal data for legal or regulatory reasons to third parties such as the police, Ofgem or other regulatory body or authority.

16.3 We are a data controller of such personal data for the purposes of the Data Protection Law.

16.4 Where we process a Customer`s personal data, that Customer has the following rights in relation to such data:

- (a) the right to know what data is being processed;
- (b) the right to access that data;
- (c) the right to rectify any errors in the data;
- (d) the right to have such data erased;
- (e) the right to restrict the further processing of the data;
- (f) the right to receive the data (or have the data transferred to another organisation) in a structured and machine readable format (commonly called the “right to data portability”);
- (g) the right to object to further processing of the data; and
- (h) rights in relation to automated individual decision-making and profiling (an example of such automated decision-making and profiling would be credit scoring).

16.5 Further details relating to how we process personal data as well Customer data protection rights can be found within the privacy notice, a copy of which can be viewed on [www.crowngasandpower.co.uk](http://www.crowngasandpower.co.uk)