



FULL TERMS AND CONDITIONS FOR CONNECTION AND SUPPLY
OF ELECTRICITY AND HEAT TO YOUR RESIDENTIAL PREMISES

1. **TERMS AND CONDITIONS FOR YOUR SUPPLY OF ELECTRICITY AND HEAT WITH THAMESWEY**

- 1.1 This document contains the full terms and conditions for the Supply by Thameswey to you.
- 1.2 These terms and conditions only apply to the Supply of Electricity and Heat to Premises where a Supply is taken wholly or mainly for domestic purposes.
- 1.3 It is important that you understand all of the terms and conditions before entering into a domestic Supply Contract with Thameswey. They will form part of a legally binding Supply Contract even if you do not read them.
- 1.4 These terms and conditions together with the Domestic Supply Contract Form and the Schedule of Charges contain all the terms of the Supply Contract between you and Thameswey. Please note that Thameswey has the right to change the terms and conditions of the Supply Contract with you from time to time in the circumstances set out below.

2. **TERM**

- 2.1 This Contract is effective from the earlier of:
- (a) the date on which you first take a Supply of Electricity or Heat at the Premises;
- (b) the day when Thameswey receives a properly completed Domestic Supply Contract Form signed by you; or
- (c) when you expressly agree to enter into the Supply Contract in the course of a telephone conversation with one of Thameswey's representatives. This Contract will continue in effect, unless terminated in accordance with Clause 9.

3. **OUR OBLIGATIONS TO EACH OTHER**

- 3.1 We will ensure that Electricity and Heat are Supplied at the Premises that you have specified. In the case of a Supply of Heat this is on condition that you have an adequate supply of water available at the Premises. We will make the Supply in compliance with all relevant law and regulation.
- 3.2 We will advise you of the date on which your Supply of Electricity and Heat under this Contract will commence.
- 3.3 You agree that you are the owner or an occupier of the Premises,

or will be on the date that you require this Contract to start, and that the Premises are connected to Thameswey's Distribution Network.

- 3.4 You agree that you are responsible for all pipes, fittings, plant, wires and cables, equipment, and apparatus used in connection with the Supply of Electricity and Heat on your side of any energy meter other than any of Thameswey's Equipment and will maintain them in good working order and safe condition at all times.
- 3.5 You agree to pay our charges and costs when due under this Contract.
- 3.6 You agree to obtain all your Electricity and Heat Supply from Thameswey and not to connect to another energy supplier without the prior written consent of Thameswey.
- 3.7 You agree not to re-sell any of the Electricity or Heat Supplied to you under this Contract by Thameswey.
- 3.8 We warrant that the Electricity and Heat we Supply will conform with the characteristics set out in Appendix 1.
- 3.9 We will also comply with the performance standards set out in our Customer Code of Conduct, which complies with industry standards, a copy of which is available on our website or on written request to us.

4. **ACCESS TO PREMISES AND METERS**

- 4.1 All meters and any special metering equipment used to measure the Supply of Electricity and Heat to your Premises are owned and operated by Thameswey.
- 4.2 When this Contract ends we may recover any meter owned or leased to you by us unless some other supplier agrees to purchase or lease the meter for an appropriate payment.
- 4.3 You agree to allow Thameswey and its approved sub-contractors on giving reasonable notice to have safe, full, and free access to your Premises and the metering equipment at all reasonable times
- (a) for the purposes of installing, maintaining, or replacing any pipes, fittings, plant, wires, cables, equipment, or apparatus in connection with the delivery of Electricity and Heat; and
- (b) for the purposes of installing, maintaining, testing, removing, or reading any meter or metering equipment that is used to measure the amount of Electricity and Heat Supplied to your Premises;

- (c) to lawfully disconnect, discontinue or cut-off the Supply of Electricity and Heat to your Premises;
- (d) for any other purpose where necessary to perform this Contract. In the case of emergency you will allow Thameswey and its approved sub-contractors to have safe, full and free access to your Premises and the metering equipment without notice.

- 4.4 You are advised to check the identity and authority of any person wishing to enter your Premises. All of Thameswey's personnel and contractors will carry an appropriate form of identity. You can also check this by contacting Thameswey direct at the relevant telephone number set out on your Electricity and Heat bill.
- 4.5 If the meter does not register any Electricity or Heat used, you agree to pay us the amount that we reasonably estimate you have used. If you do not agree with our estimate, you may notify Thameswey in writing, giving reasons and Thameswey shall consider your concerns in good faith.

5. **MAINTENANCE**

- 5.1 We are responsible for maintenance of Thameswey's Equipment at our own expense except in the circumstances described in Clause 5.2, 5.3 and 6.1.
- 5.2 You must pay all reasonable costs and expenses incurred by Thameswey in undertaking maintenance and repair where the need for maintenance and repair is caused by any of the following :-
- (a) work on Thameswey's Equipment carried out by you or your contractors or any of your third party licensees or invitees without our written consent;
- (b) relocation of Thameswey's Equipment by you or your contractors;
- (c) any failure by you or your contractors having been given reasonable notice, except in the case of emergency, to follow Thameswey's advice or reasonable instructions;
- (a) Thameswey's Equipment being subjected to unusual physical, electrical or other stress or misuse by you or your contractors or any of your third party licensees or invitees.
- 5.3 You must pay Thameswey a maintenance charge which will be set out in our Schedule of Charges. In return Thameswey will:
- (a) maintain, replace and repair Thameswey's Equipment, including district heating pipes, automatic control units, main heat exchangers and meters;

- (b) provide labour and parts for repair and maintenance services for heat interface units and components, pumps, controls and thermostats, heat exchangers and valves;
- (c) replace heat interface units less than 7 years old free of charge if they cannot be repaired. For equipment more than 7 years old labour and parts for repair and maintenance will be provided. If it is not possible to repair the heat interface unit because, for example, parts are no longer available you must pay for a replacement;
- (d) provide an annual service and safety inspection;
- (e) not charge for callouts in normal hours. Pipework and radiators are not covered in the maintenance charge.

6. PRICES AND PRICE CHANGES

- 6.1 The prices we charge (including the maintenance charge) are set out in our Schedule of Charges in Appendix 2. We undertake that when setting our prices for Electricity, Heat, standing charges and discounts we will charge you a price that is 5% below the lower of:-
- (a) Powergen's direct debit dual fuel standard tariff for supply to customers within the same area as published by Powergen for the relevant period ("Powergen Tariff").
 - (b) The average of the equivalent dual fuel standard tariffs for supply to customers within the same local distribution network area offered by the five cheapest suppliers for this area as published by Energywatch or its statutory successors in its price comparison fact sheets. If it is not possible to obtain prices for five competing suppliers, then we will use the prices of the number of competing suppliers that are available.
 - (c) If Powergen ceases to publish the Powergen Tariff or Energywatch or its statutory successors ceases to publish price comparison fact sheets (or their equivalent if superseded) we will try and identify a replacement tariff or a replacement source for quotes which produces as nearly as possible the same result as the Powergen Tariff or the Energywatch quotes. Maintenance charges will be increased annually according to the change in the Retail Price Index, but shall not exceed the highest cost of the equivalent service from the suppliers identified in paragraphs (a) and (b) above. The base value for indexation shall be the value of the Retail Price Index published in [June 2006]. You will pay us for the Electricity and Heat Supplied and maintenance services provided under this Contract on the basis set out in the most recent Schedule of Charges for your payment

method. The prices will be kept under review monthly and updated not less than quarterly.

- 6.2 Subject to Clause 6.1, we will be allowed to change the price we charge you. If we decide to increase our prices, we shall tell you in writing and publicise the change on our website.
 - 6.3 If our price for Electricity no longer complies with our undertaking in Clause 6.1, you may notify us of this in writing and include any relevant supporting information. If we fail to remedy the price discrepancy within 30 days of receiving your notice, you may change your electricity supplier and end the Supply of Electricity under this Contract by giving us notice to terminate in accordance with Clause 9.1(b).
 - 6.4 If you wish to change your electricity supplier then you will need to pay our Use of System Charges for transportation of electricity by your new electricity supplier through our Distribution Network and we will enter into our standard form of Distribution Network agreement with your new electricity supplier. You may at the same time terminate your Supply of Heat. If you do, the maintenance charges shall not apply and Thamesway shall de-energise.
 - 6.5 If you cause Thamesway to incur costs beyond those that we would normally incur in carrying out our obligations under this Contract as a result of your breach of this Contract, Thamesway will charge you any reasonable costs it incurs.
 - 6.6 All charges are subject to any United Kingdom tax, duty, levy or impost on energy and are exclusive of value added tax which will be payable in addition.
- ## 7. BILLING AND PAYMENT
- 7.1 We will send you bills or statements which will show you a breakdown of our charges every month. All invoices are payable within 30 days of the date on the invoice.
 - 7.2 For the purpose of calculating the charges you owe Thamesway we will read our meters electronically. We will also occasionally visit the Premises to read the meters on site.
 - 7.3 If the relevant meter fails to accurately record the amount of Electricity or Heat Supplied to your Premises or the necessary information is not available remotely, we may make a reasonable estimation of the amount based on your actual usage of Electricity or Heat for the last period when accurate information was available. Subject to Clause 4.5, such estimate will be used as the basis for calculating how much you should pay.

- 7.4 We may also need to estimate how much Electricity or Heat you have been Supplied with if your meter is not read immediately before you start taking a Supply or on the date on which your Supply ceases. All our estimates will be made on a reasonable basis and we will explain how we have calculated the estimated amount on request.
- 7.5 If you believe that any meter at your Premises is defective you should contact us immediately.
- 7.6 You agree to pay each bill in full (even if the amount is estimated) by the agreed payment method. Your bill should be paid within the payment period stated on the bill. If you do not pay within that period, your right to continue receiving Electricity or Heat may be affected.
- 7.7 We reserve the right to charge you for late payment. Should it become necessary, interest will be at an annual rate of 3 per cent above the base lending rate of National Westminster Bank Plc from time to time in force.
- 7.8 We reserve the right to recover any reasonable expenses incurred in recovering monies you have failed to pay under this Contract, including costs associated with disconnecting and/or reconnecting the Supply.

8. SECURITY FOR PAYMENT

- 8.1 Payment of our charges shall be made by direct debit or other payment mechanism agreed by both of us.
- 8.2 Subject to Clause 8.5, we may ask you to pay us a cash deposit equal to our reasonable estimate of one month's charges as security for the payment of our charges. This may be at the start of the Contract, or later, if we are concerned about your ability to pay our bills. If you do not pay a deposit we may cut off your Supply until you pay the deposit and our costs of cutting off and reconnecting your Supply. We will not require a deposit which is unreasonable in the circumstances.
- 8.3 We will repay any deposit to you after termination of the Contract. We will also pay interest on the deposit. Repayment of the deposit will be made within one month if the arrangements to Supply you with Electricity and Heat under this Contract are ended and you have paid all our charges.
- 8.4 When we repay a deposit, we are allowed to deduct from it any money that you owe us for the Supply.
- 8.5 We will not ask you to pay us a cash deposit pursuant to Clause

- 8.2 if you are supplied with a prepayment meter on our prepayment terms following credit checks or if you already have a prepayment meter.
9. **YOUR RIGHTS TO END THIS CONTRACT AND OUR RIGHTS TO STOP YOUR SUPPLY**
- 9.1 You can end these arrangements to have Electricity and Heat Supplied by Thamesway at your Premises by giving us notice in any of the following ways:
- (a) by telling us in writing at least 14 days before your Supply of Electricity and Heat under this Contract commences if you will no longer be the owner or occupier of the Premises on the date your Supply would otherwise have commenced;
 - (b) in the case of the Supply of Electricity by telling us in writing within 30 days that you wish to terminate the Supply of Electricity if we have not remedied a price discrepancy you have notified us of within the period set out in Clause 6.3. If you have a new supplier for your electricity you will still be required to pay our Use of System Charges pursuant to Clause 6.4;
 - (c) by telling us in writing at least 2 working days before you want this Contract to end, if you cease to own or occupy the Premises;
 - (d) by telling us in writing if we have an interim order made under the Insolvency Act 1986, pass a resolution for our winding up or a court which has competent jurisdiction makes such an order or we have an administration order made, enter into liquidation, or a receiver or administrative receiver is appointed over the whole or any part of our undertaking or assets or we are unable to pay our debts within the meaning of Section 123 of the Insolvency Act 1986 or we cease or threaten to cease to pay our debts as they fall due or we make or are about to make any composition or arrangement with our creditors;
 - (e) by telling us in writing if we have deliberately breached this Contract except that your right to terminate shall not arise where the deliberate breach is caused by an emergency and is unavoidable;
 - (f) by telling us in writing if we have committed a material breach of this Contract and we have failed to remedy the breach within 30 days of receiving your written request to do so; or
 - (g) by telling us in writing giving 30 days notice if you wish to terminate your Supply of both Electricity and Heat. If you have a new supplier for your Electricity you will still be required to pay our
- Use of System Charges pursuant to Clause 6.4.
- 9.2 Subject to Clause 9.3 if you have given us valid notice of termination your Contract with us will end on the expiry of the relevant notice period. We may, at our discretion, accept a lesser period of notice.
- 9.3 In order to protect the security of your Supply we have agreed with our financiers, English Partnerships, Milton Keynes Council and anyone who succeeds them to grant them a right to step-in and perform our obligations under this Agreement if an enforcement event occurs. You are deemed to have agreed to this step-in right and will, on request, enter into a direct agreement with anyone exercising such step-in right. The direct agreement will be on standard terms used in the financing market. You agree that if you serve a written notice on us under 9.1(d), (e) or (f) your notice of termination may be suspended for the period of time agreed in the direct agreement provided that you receive a step-in notice from Thamesway's financiers, English Partnerships, Milton Keynes Council or anyone who succeeds them and they have exercised and continue to exercise their right to step-in and perform our obligations under this Agreement. If anyone who has stepped-in ceases to provide a Supply your notice of termination will revive.
- 9.4 When we have received notice under Clause 9.1 we shall prepare a final bill or statement for you. We may need to get a final meter reading in which case Clause 4.3 will apply.
- 9.5 If you do not give us proper notice under Clause 9.1, you will continue to be liable under this Contract for all charges arising under the Contract until the Contract does end. This will happen on the first to occur of:
- (a) the second working day after you have given us notice; or
 - (b) the date on which Thamesway or a new supplier starts supplying a subsequent owner or occupier of the Premises.
- 9.6 You should pay our final bill within 14 days of the date on the final bill. We may ask you to pay any reasonable additional administration charges that we incur if you do not do so.
- 9.7 We are entitled to end this Contract and/or discontinue the Supply of Electricity and Heat to your Premises on giving written notice if:
- (a) you do not pay our bills or any security deposit within 30 days of our written reminder for payment.
 - (b) you are in material breach of this Contract within 30 days of our written request to you.
- (c) you attempt dishonestly to abstract or steal Electricity or Heat or deliberately interfere with a meter or with any part of the metering equipment.
 - (d) you are declared bankrupt or any formal steps are taken to have you declared bankrupt.
 - (e) you have an interim order made under the Insolvency Act 1986, pass a resolution for your winding up or a court which has competent jurisdiction makes such an order or you have an administration order made, enter into liquidation, or a receiver or administrative receiver is appointed over the whole or any part of your undertaking or assets or you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or you cease or threaten to cease to pay your debts as they fall due or you make or are about to make any composition or arrangement with your creditors.
 - (f) there is a risk of danger to the public if the Supply is continued and we need to discontinue the Supply for a constant period of 30 days.
 - (g) you are no longer the owner or occupier of the Premises. If we give you notice to end your Contract under this Clause 9.7 we will be entitled to take action to prevent the Supply of Electricity and Heat to your Premises and/or to disconnect your Premises.
- 9.8 When your Contract comes to an end for whatever reason you will be liable to pay us any charges for the Supply to the Premises up to and including the date that the Contract ended. If applicable, you will also be liable to pay us any reasonable costs we incur in disconnecting the Premises or preventing a Supply to the Premises.
- 9.9 The end of this Contract or part of the Supply under this Contract will not affect any of your or our rights and obligations which arose prior to the date that the Contract came to an end or which are stated in this Contract to continue to apply after that date.
10. **INTERRUPTION OF SUPPLY AND DISCONNECTION**
- 10.1 The Supply of Electricity or Heat to your Premises under this Contract may be interrupted or your Premises may be disconnected and we will not be liable for breach of this Contract:-
- (a) if circumstances occur which are beyond our reasonable control and which have the effect of preventing us from performing our obligations; or
 - (b) if we consider it necessary to disconnect the Supply of Electricity

or Heat:-

- (i) to avoid danger;
- (ii) to avoid failure or interference with the Supply of Electricity or Heat to someone else; or
- (iii) so that we or any other local network operator can inspect, alter, maintain, repair or add to our Distribution System.
- (c) if there is an accident or other emergency affecting or likely to affect our Distribution System, or any other system through which (directly or indirectly) we receive a Supply of Electricity or Heat;
- (d) if we cease to be entitled by law to make the Supply under this Contract provided that we have used all reasonable efforts to ensure that we remain so entitled.

11. LIMITATION OF LIABILITY

- 11.1 You will not be liable to us for any breach of this Contract where this is caused by an event that is beyond your reasonable control.
- 11.2 We will not be liable to you for any damage to your Premises or property caused by any events beyond our reasonable control.
- 11.3 If either you or we break any of the arrangements under this Contract, neither of us will be responsible for any loss that the other suffers except loss that is a direct and foreseeable consequence of the breach.
- 11.4 Neither of us will be liable for or required to compensate the other for any indirect, consequential, economic, or financial loss (including loss of revenue, profit, use or opportunity, wasted expenses, or loss of contract or goodwill).
- 11.5 Nothing in this Contract excludes our liability for death or personal injury resulting from our negligent acts or omissions or those of our employees or contractors.
- 11.6 If any of our employees or contractors cause damage to your Premises or property in the course of performing their job under this Contract, then that employee or contractor will not be liable to you for that damage. You agree that we can hold the benefit of this Clause 11.6 on trust for the benefit of such employees and contractors.
- 11.7 In any event our liability to you will be limited to a maximum of £200,000 in respect of each incident for which we are liable.

11.8 Each sub-clause in this Clause 11 is a separate limitation of liability and shall apply and survive if, for any reason, any one or other of these provisions is held to be unreasonable. This Clause 11 shall also survive the end of this Contract.

12. SPECIAL CONDITIONS

12.1 You will not use Electricity or Heat in any way that could create any risk to the well-being of any person or to property or which could interfere with the efficient supply of Electricity or Heat to other people. You will not use Electricity or Heat beyond the available capacity. The available capacity is the maximum capacity of the existing lines and apparatus serving your Premises.

13. STANDARD TERMS OF CONNECTION

You agree that in entering into this Contract with us you are also entering into a standard connection agreement with Thamesway which gives you a legal right to have Electricity and Heat delivered through the Distribution Network. The terms and conditions of this connection agreement are set out in Annex A. If you exercise your right to terminate the Supply of Electricity by Thamesway and you still wish to be connected to the Distribution Network for a supply of electricity from your new electricity supplier you will be required to pay Thamesway's Use of System Charges and we will enter into our standard Distribution Network agreement with your new electricity supplier.

14. OTHER CONDITIONS WHICH APPLY

- 14.1 We may transfer all or part of our rights under this Contract to another operator of the Distribution Network or to any bank or financial institution providing finance to us. We may also subcontract any of our obligations under this Contract.
- 14.2 Your rights and duties under this Contract are personal to you, and you are not entitled to transfer the benefit or burden of it to another person without our written consent.
- 14.3 These standard conditions and the payment method, payment rate, and any other particular conditions set out in this Contract are intended to regulate the rights and obligations between us.
- 14.4 The Supply of Electricity and Heat to your Premises may have to be stopped or restricted as a result of an Act of Parliament or any regulation made under it, and while that law is in force you will refrain from using Electricity or Heat, or will restrict your use of Electricity or Heat, in accordance with our instructions.
- 14.5 Subject to Clause 14.6, this Contract shall not be varied without the written consent of both Parties.

14.6 We may vary the terms of this Contract where we are required to do so by law or by arrangements in the electricity industry. If we make any variation we will bring this to your attention in writing. If any variation is to your significant disadvantage, we will inform you in writing within 10 days of implementing the variation. You may within 14 days of the date of our notice give us 28 days' written notice to end the Contract, and the variation will not apply to the Contract so terminated.

14.7 You agree to provide us on request with any information you have which we reasonably require in order to perform this Contract. We will process your information and may share it with other companies in the Thamesway group in order to supply you with Electricity and Heat, for account administration (including debt collection), risk assessment, marketing and analysing your account history. Your information may also be disclosed to others for these purposes and we may search the files of credit reference agencies and share information about the way in which you conduct your account with them. We may also disclose your information to financial institutions but only if the financial institution has requested this information. We will only disclose your information to third parties after they have agreed in writing to treat your information as confidential.

14.8 If you wish to give us notice under this Contract, you may do so by writing to us at the address shown at the top of your most recent bill. If we wish to send notice to you we will write to you at the Premises or any other address you give us for this purpose in the Domestic Supply Contract Form. You may at any time give us details of a change in the address to which you would like notices to be sent. Any notice sent by post will be deemed to have been received two working days after it was sent and notices delivered by hand will be deemed to have been given immediately they are delivered.

14.9 English law governs this Contract and we and you submit to the jurisdiction of the courts of England and Wales in connection with all disputes arising under this Contract.

15. DEFINITIONS

- "the Act" means the Electricity Act 1989 as amended from time to time.
- "Domestic Supply Contract Form" means the form provided by Thamesway and completed and signed by you or submitted by you via Thamesway's online sign up website or agreed by you during a telephone conversation with one of Thamesway's representatives in which you agree to enter into a Supply Contract.
- "Distribution Network" means the electricity cables and hot water pipes owned by Thamesway, through which electricity and heat is

delivered to the Premises.

"Electricity" means electricity with the characteristics described in Appendix 1.

"Heat" means heat in the form of hot water.

"Premises" means the premises specified by you in the Domestic Supply Contract Form or otherwise as the address at which you require the Supply.

"Schedule of Charges" means the schedule of Thamesway's charges for the Supply of Energy as amended from time to time.

"Supply" and "Supplied" means the supply of Electricity and Heat under this Contract and may include the provision of services required or undertaken in respect of such Supply.

"Thamesway" means Thamesway Central Milton Keynes Limited Gloucester Square, Woking, Surrey GU21 1ZP.

"Thamesway's Equipment" means the electricity and heat meters, controls, heat exchanger, pipelines, cables, switchgear or any other property of Thamesway installed or provided by Thamesway for the purposes of the Supply.

"Use of System Charges" means Thamesway's charges for the provision of use of our distribution network to another supplier to transport electricity where Thamesway is not Supplying you with Electricity.

"We/ us/our" means Thamesway.

APPENDIX 1

CHARACTERISTICS OF ELECTRICITY

The electrical connection to the Customer will be dimensioned according to following conditions:

Main Connection

Electricity:	1 phase
Voltage:	230 V
Frequency:	50 Hz
Current:	80 A

Electrical deviation limits:

The following values are given for parallel operation.

Voltage deviation:	+10% / -6%
Frequency deviation:	+/-1%

CHARACTERISTICS OF HEAT

The LTHW connection to the Customer will be dimensioned according to following conditions:

Heating load:	Max. 30 kW (inclusive HWS)
Flow temperature:	85 oC
Return temperature:	Max. 50 oC

The hot water by means of which Heat is supplied shall at the Point of Supply be at a temperature not exceeding 100oC and not less than 80oC. The water in the LTHW circuit will be softened water treated with chemicals as e.g. Hydro-X to prevent corrosion.

Annex A

TERMS OF STANDARD CONNECTION AGREEMENT

1. This is the Connection Agreement you enter into when you enter into your electricity and heat supply contract with Thamesway and this gives you the right to maintain the connection of your premises to the Thamesway distribution network. If you terminate the supply of electricity from Thamesway you will still require this Connection Agreement to receive electricity from a new supplier and to continue to receive heat.
2. Interpretation: In this agreement the terms "we" and "our" mean Thamesway.
3. Existing terms: No terms will apply to your connection to our network other than these terms or any other terms agreed between us in writing.
4. Duration: This agreement takes effect from the time that your electricity and heat supply contract takes effect and will continue (even if your electricity and heat supply contract ends) until it ends under Clause 12 below.
5. Connection to our network: Your premises will remain connected to our network in accordance with the provisions of the Electricity Act 1989 as amended and any other legal requirements that apply from time to time, as well as the terms of this agreement.
6. Network constraints: Our obligations under this agreement are limited by the maximum capacity and any other design feature of your connection. You will not use electricity or heat beyond the maximum capacity. In accordance with existing legal rules, you must contact us in advance if you propose to make any significant change to your connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect our network or require alterations to your connection.
7. Delivery of electricity: We do not guarantee that we will deliver electricity or heat through our network at all times or that electricity delivered through our network will be free of brief variations in voltage or frequency.
8. Cutting off your supply: We may cut off the supply of electricity or heat to your connection where we are entitled to do so under the general law or under any code of conduct which we are required to comply with. We may also cut off your supply of electricity where we are required to do so by any third party supplier under your electricity supply contract or the electricity industry arrangements under which we operate.

9. If something goes wrong: If we fail to comply with any term of this agreement, or are negligent, you may be entitled under the general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill), other than where you are entitled to recover compensation for such loss under the general law in relation to death or personal injury.
10. Business customers: If the electricity supplied to your premises is used wholly or mainly for business purposes, each of us will only be liable to the other in accordance with the limitations in Clause 9 and up to a maximum of £10,000 per calendar year.
11. Changing this connection agreement: Either of us may ask the other to accept a change to any part of this agreement at any time if either believes the change is needed because of the nature of your connection or because this agreement is no longer appropriate. If a change is proposed under this clause, and cannot be agreed between us within 28 days, we may ask an expert appointed by the President of the Electricity Arbitration Association to decide whether or not the change should be made.
12. Ending this connection agreement: This agreement will end in relation to a connection when one of the following occurs:
 - (a) you permanently stop having electricity and heat delivered through that connection;
 - (b) you no longer own or occupy the premises where that connection is situated; or
 - (c) any circumstances arise which legally entitle us to cut off your electricity and heat supply to that connection and we write to you advising you that this agreement is ended.
13. Ending of this agreement: This will not affect any rights, remedies or obligations which may have come into being under this agreement and Clauses 5 and 6 will continue to apply to those rights, remedies and obligations.
14. Transferring this connection agreement: You are not entitled to transfer this agreement to another person without our consent.
15. Providing information: You must provide us with any information we request from you in relation to the nature, or use by you, of electrical equipment on your premises. We will only ask for information that we need in relation to this agreement.

16. Declaration of supply characteristics: The electricity delivered to your premises through the network will normally be at one of the voltages stated below and will have the frequency, number of phases and margins of variation associated with it:

- (a) connection voltage and permitted variations: 230 volts, plus 10% or minus 6%;
- (b) number of phases of supply: 1 (one);
- (a) frequency of supply and permitted variations: 50hertz, plus or minus 1%.

**APPENDIX 2
SCHEDULE OF CHARGES**

These are the charges as at October 2008 and are subject to adjustment as set out in Clause 6.1.

Maintenance Charge

Dwellings pay a maintenance charge of £9.40 excluding VAT except for social flats which pay £8.00 excluding VAT

Heat Price

The Heat price is calculated using the gas price.
Equivalent cost of gas = Heat x Efficiency of boiler.
The efficiency of a domestic boiler is set at 80%.

				Price Excl of VAT Pence/kWh
Gas pricing				
Unit price	0 -	4,572	kWh	3.429
Unit price	above	4,572	kWh	2.215
Corresponding Heat price using an efficiency of 80%				
Heat price				
Unit price	0 -	3,658	kWh	4.286
Unit price	above	3,658	kWh	2.768
5% discount on Heat price				
Unit price	0 -	3,658	kWh	0.214
Unit price	above	3,658	kWh	0.138
Net Heat price				
Unit price	0 -	3,658	kWh	4.071
Unit price	above	3,658	kWh	2.630

Domestic customers are exempt from Climate Change Levy (CCL). Thamesway's Equipment including the CHP plant will be exempt from CCL and there will consequently be no CCL charge to small retail or showrooms.

				Price Excl of VAT Pence/kWh
Electricity price				
Unit price	0 -	900	kWh	13.362
Unit price	above	900	kWh	7.601
5% discount on Electricity price				
Unit price	0 -	900	kWh	0.668
Unit price	above	900	kWh	0.380
Net Electricity price				
Unit price	0 -	900	kWh	12.694
Unit price	above	900	kWh	7.221

Domestic customers are exempt from Climate Change Levy (CCL). Thamesway's Equipment including the CHP plant will be exempt from CCL and there will consequently be no CCL charge to small retail or showrooms.

Standing Charge

The Heat price is calculated using the gas price.
Equivalent cost of gas = Heat x Efficiency of boiler.

Heat Price

The Heat price is calculated using the gas price.
Equivalent cost of gas = Heat x Efficiency of boiler.

HOW TO CONTACT US:

If you need help or advice regarding this guide, an account query (account number will be required) or would like further information on any of the services provided by Thameswey Energy, please contact us.

0845 601 5515

customers@thamesweyenergy.co.uk

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