

**IN THE FIRST-TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

CASE REFERENCE: BIR/00CN/LDC/2024/0003

BETWEEN:

NEHEMIAH UNITED CHURCHES HOUSING ASSOCIATION

Applicant

and

**THE LESSEES OF VARIOUS PROPERTIES IN THE OWNERSHIP OF NEHEMIAH
UNITED CHURCHES HOUSING ASSOCIATION**

Respondents

**RE: Application for the dispensation of the consultation requirements provided for by
section 20ZA of the Landlord and Tenant Act 1985**

BUNDLE FOR PAPER DETERMINATION

Index

Tribunal Documents

28/03/2024	Application for the dispensation of the consultation requirements provided for by section 20ZA of the Landlord and Tenant Act 1985, including Additional Sheet	1 - 10
15/04/2024	Tribunal Directions including Reply Form for Leaseholders	11 - 19

Witness Evidence

28/03/2024	Witness Statement of Orlen Dale Johnson	20 - 31
28/03/2024	Witness Statement of Kieron Jack Blundell	32 - 48

Correspondence

28/03/2024	Letter from Applicant's Representative to the Tribunal enclosing Application and Witness Statements	49
03/04/2024	Email from the Tribunal to the Applicant's Representative regarding payment of application fee	50
11/04/2024	Letter from Applicant's Representative to the Tribunal confirming payment of application fee	51
15/04/2024	Email from the Tribunal to the Applicant's Representative enclosing Directions	52 - 53
16/05/2024	Letter sent by the Applicants to all Respondents, and frequently asked questions document sent with letter (example shown dated 15 May 2024 but actual letters sent out by first class post on 16 May 2024)	54 - 57
21/05/2024	Letter from Applicant's Representative to the Tribunal confirming that letters were sent to all Respondents	58
24/05/2024	Letter from Applicant's Representative to the Tribunal confirming no objections had been received from the Respondents	59

Miscellaneous

28/02/2022	Agreement for energy brokerage services between Nehemiah Housing Association (1) and The Monarch Partnership (2)	60
12/05/2022	EDF Energy Contract between EDF Energy (1) and Nehemiah Housing Association (2): in respect of electricity supplies at 44 meter point locations	61 - 117
12/05/2022	EDF Energy Contract between EDF Energy (1) and Nehemiah Housing Association (2): in respect of electricity supplies at 4 meter point locations	118 - 132
27/10/2022	SEFE Energy Contract between SEFE Energy (1) and Nehemiah United Churches Housing (2): in respect of gas supplies at 12 meter point locations	133 - 152

Tribunal Documents

Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees).

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

If you want to be sent online banking payment details by email, please tick this box ☒

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

If you are completing this form by hand please use BLOCK CAPITAL LETTERS.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name: Nehemiah United Churches Housing Association Limited

Capacity: Landlord

Address (including postcode):

1-3 Beacon Court, Birmingham Road, Great Barr, Birmingham, B43 6NN

Address for correspondence (if different from above):

As above

Telephone:

Day:

[REDACTED]

Evening:

N/A

Mobile:

N/A

Email address:

[REDACTED]

Fax:

N/A

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name: Anthony Collins Solicitors LLP

Reference no. (if any): JW2.022668.0159

Address (including postcode):

134 Edmund Street, Birmingham, B3 2ES

Telephone:

Day:

0121 214 3523

Mobile:

N/A

Email address:

joanne.wright@anthonycollins.com

Fax:

N/A

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

Various different buildings but mainly flatted accommodation within the West Midlands (Birmingham, Wolverhampton, Sandwell, Dudley, Walsall and Coventry).

3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name: Due to the number of Respondents (522) we have referred to locations only.

Capacity: Tenants

Address (including postcode):

Please refer to the enclosed witness statement of Orlen Dale Johnson.

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

4. BRIEF DESCRIPTION OF BUILDING (e.g.2 bedroom flat in purpose built block of 12 flats)

Various different buildings but mainly flatted accommodation (516 units) and an additional 6 houses. The units are a mixture of housing for older people, supported housing and general needs accommodation. All properties have communal areas for the benefit of residents as a whole.

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of
Secretary

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

☐ Yes ☒ No

If Yes, have the works started/been carried out?

☐ Yes ☐ No

Does the application concern a qualifying long-term agreement?

☒ Yes ☐ No

If Yes, has the agreement already been entered into?

☒ Yes ☐ No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled '**GROUND'S FOR SEEKING DISPENSATION**'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

☐ Yes ☒ No

If Yes, please give details

Given the number of properties this answer is given to the best of our knowledge on the basis of current cases.

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

☒ Yes ☐ No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

☒ Fast Track
☐ Standard Track

Is there any special reason for urgency in this case?

☒ Yes ☐ No

If Yes, please explain how urgent it is and why:

The Applicant seeks a retrospective dispensation in relation to QLTAs already entered into for the purchase of gas and electricity, the costs of which are charged to Respondents through their variable service charge. While the QLTAs have already been entered into, the Applicant seeks an expedited decision to enable it to pass on costs to affected tenants above £100 per annum as soon as possible, assuming the dispensation is granted.

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

28th-29th March 2024
10th-14th, 17th-21st June 2024
29th-31st July 2024
1st-2nd August 2024

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

None.

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:

A copy of the lease(s).

☐

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

☐

EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

☐

OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at

Leasehold 5 Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 (08.20)

www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
---	---	---	---	--	--	--	---	--	--	--

If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:



Dated:

28.03.2024

GROUND FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The QLTA's are 3 agreements with energy suppliers in respect of the bulk purchase of gas and electricity which the Applicant entered into in 2022 on the recommendation of their energy broker. All 3 agreements are for 2-year terms:

1. EDF Energy Contract between EDF Energy (1) and Nehemiah Housing Association (2), in respect of electricity supplies at 44 meter point locations. This QLTA was entered into on 12th May 2022, and commenced on 1st June 2022;
2. EDF Energy Contract between EDF Energy (1) and Nehemiah Housing Association (2), in respect of electricity supplies at a further 4 meter point locations. This QLTA was entered into on 12th May 2022, and commenced on 1st June 2022; and
3. SEFE Energy Contract between SEFE Energy (1) and Nehemiah United Churches Housing (2), in respect of gas supplies at 12 meter point locations. This QLTA was entered into on 27th October 2022, and commenced on 1st December 2022.

The Applicant's broker is The Monarch Partnership Ltd (Company No. 04346309), with whom it entered an agreement dated 28th February 2022 between Nehemiah Housing Association (1) and The Monarch Partnership (2) (the "Master Agreement"). The Applicant's procurement strategy when entering into these contracts was reviewed with their broker, with the aim of reducing price risk volatility and hopefully shielding residents from potential future energy shocks, such as have recently been experienced. This included flexibility to secure energy volumes beyond 12 month windows where deemed beneficial to residents. However, the Applicant now appreciates that such agreements fulfill the requirements of a QLTA for which the Applicant would be required to consult tenants under section 20 of the Landlord and Tenant Act 1985.

Note the Master Agreement is not a QLTA for which the Applicant is required to consult tenants under section 20 of the Landlord and Tenant Act 1985 because throughout the currency of the Master Agreement (and its replacement), the amount payable by any tenant paying a service charge will be less than £100 in any 12 month accounting period.

2. Describe the consultation that has been carried out or is proposed to be carried out.

There was no section 20 consultation or general consultation with tenants before entering these contracts.

There are approximately 522 properties whose tenants are subject to the QTLAs. The Applicant proposes to write to all affected tenants (by second class post where possible) to:

1. Inform them of this application;
2. Advise them that a copy of this application with supporting documents (with personal details redacted) are on the Applicant's website;
3. Inform them that if they would like to receive a hard copy of the application and supporting documents (with personal details redacted) then they can write to the Applicant who will send them a copy; and
4. Advise them that the Applicant will add documents to the website as the application progresses, including the Tribunal's ultimate decision.

We would respectfully request that the Tribunal considers setting Directions taking this approach. Given the numbers of tenants concerned and the cost of mailing the Applicant does not contemplate any further mailings to tenants.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks dispensation from all of the consultation requirements in section 20 because the Respondents have not suffered a prejudice as a result of the Applicant's failure to follow the consultation requirements.

The Applicant is provided by their broker, The Monarch Partnership Ltd, with a bespoke energy procurement service to enable them to manage energy costs by seeking out the most competitive prices. Several brokers act in this capacity for a number of private registered providers. Tenants have benefitted from the lower prices that were available when the Applicant acted to lock in 2 year deals, rather than 1 year deals, in May 2022 in respect of the 2 electricity contracts, and in October 2022 in respect of the gas contract.

The Applicant would not have been able to secure those costs savings for the benefit of their tenants if it had carried out a section 20 consultation, since energy is a commodity and trades on the energy markets. With prices changing minute by minute, competitive quotations for energy are only held for a matter of hours rather than the full 60 days (two 30-day periods) needed to consult with tenants in accordance with section 20. The energy market has been extremely volatile, largely because of the ongoing Russia/Ukraine war and the effect that has had on supply to Europe. Actively monitoring the markets and purchasing energy in line with the Applicant's objective to keep a low and stable cost base and hence service charge for residents, relies on a strategic view of the market and having expert guidance to purchase energy as the market presents opportunity.

In addition, the Applicant was unable to provide estimated costs to tenants which would be required if it was to comply fully with the Service Charges (Consultation Requirements) (England) Regulations 2003. Since the electricity and gas was purchased as and when a competitive price was identified by their broker on the wholesale energy market, the Applicant was not able to advise tenants of the cost in advance of contract placement.

Even if practical (which it was not for those reasons), had a full consultation gone ahead, it would have been impossible for the Respondents to show that a 1 year deal would have benefitted them more than a 2 year deal at the time of contract placement. This is because prices that may become available at a specified point in the future were unknown; hence the Applicant acted on the best information that was available at the time, on the advice of its broker.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **BIR/00CN/LDC/2024/0003**

Properties : **Various Properties in the ownership of Nehemiah United Churches Housing Association as Landlord**

Applicant : **Nehemiah United Churches Housing Association**

Representative : **Anthony Collins Solicitors LLP
(JW2.022668.0159
Joanne Wright)**

Respondents : **The Lessees of Various Properties in the ownership of Nehemiah United Churches Housing Association as Landlord**

Type of Application : **An application under section 20ZA of the Landlord and Tenant Act 1985 for dispensation of the consultation requirements.**

Tribunal Member : **V Ward BSc Hons FRICS – Regional Surveyor**

Date of Directions : **15 April 2024**

DIRECTIONS

IMPORTANT INFORMATION

The parties should note in particular that:

- These Directions are intended to assist the parties and the Tribunal in dealing with the application swiftly and economically. They are formal Orders and **must be complied with**. Failure to comply may result in the Tribunal refusing to hear the defaulting party's case and ordering that party to pay costs.
- Whenever you send a letter or email to the Tribunal you must also send a copy to the other parties and note this on the letter or email.
- If the Applicant fails to comply with these directions the Tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- If a Respondent fails to comply with these directions the Tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9 (7) and (8) of the 2013 Rules.
- If a party wants to alter the directions or propose new ones, they must first seek the agreement of the other party and then apply in writing to the Tribunal.
- The Tribunal's address is:

First-tier Tribunal Property Chamber (Residential Property)
Midlands Region
Centre City Tower
5 – 7 Hill Street
Birmingham
B5 4UU

0121 600 7888

Email: rpmidland@justice.gov.uk.

Background

1. By an application received by the Tribunal on 28 March 2024, the Applicant Landlord sought retrospective dispensation from all or some of the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985 (“the Act”).
2. Section 20 of the Act, as amended by the Commonhold and Leasehold Reform Act 2002, sets out the procedures landlords must follow which are particularised, collectively, in the Service Charges (Consultation Requirements) (England) Regulations 2003. There is a statutory maximum that a lessee has to pay by way of a contribution by way of a “qualifying long term agreement” unless the consultation requirements have been met or dispensation from the same has been granted. A qualifying long term agreement is an agreement for more than 12 months where the amount payable by any one contributing leaseholder under the agreement in any accounting period exceeds £100. In addition, there is a statutory maximum that a lessee has to pay by way of a contribution to “qualifying works” (defined under section 20ZA (2) as works to a building or any other premises) unless the consultation requirements have been met. Under the Regulations, section 20 applies to qualifying works which result in a service charge contribution by an individual tenant in excess of £250.00.
3. The application relates to 522 properties in the West Midlands, of which the Applicant is the Landlord.
4. This application relates to Qualifying Long Term Agreements (QLTAs). The Applicant states the following within the application form:

The Applicant seeks a retrospective dispensation in relation to QLTAs already entered into for the purchase of gas and electricity, the costs of which are charged to Respondents through their variable service charge. While the QLTAs have already been entered into, the Applicant seeks an expedited decision to enable it to pass on costs to affected tenants above £100 per annum as soon as possible, assuming the dispensation is granted.

Further details are given in the application form and accompanying documents.

5. The justification for seeking dispensation is given as follows:

The Applicant seeks dispensation from all of the consultation requirements in section 20 because the Respondents have not suffered a prejudice as a result of the Applicant's failure to follow the consultation requirements.

The Applicant is provided by their broker, The Monarch Partnership Ltd, with a bespoke energy procurement service to enable them to manage energy costs by seeking out the most competitive prices. Several brokers act in this capacity for a number of private registered providers. Tenants have benefitted from the lower prices that were available when the Applicant acted to lock in 2 year deals, rather than 1 year deals, in May 2022 in respect of the 2 electricity contracts, and in October 2022 in respect of the gas contract.

The Applicant would not have been able to secure those costs savings for the benefit of their tenants if it had carried out a section 20 consultation, since energy is a commodity and trades on the energy markets. With prices changing minute by minute, competitive quotations for energy are only held for a matter of hours rather than the full 60 days (two 30-day periods) needed to consult with tenants in accordance with section 20. The energy market has been extremely volatile, largely because of the ongoing Russia/Ukraine war and the effect that has had on supply to Europe. Actively monitoring the markets and purchasing energy in line with the Applicant's objective to keep a low and stable cost base and hence service charge for residents, relies on a strategic view of the market and having expert guidance to purchase energy as the market presents opportunity.

In addition, the Applicant was unable to provide estimated costs to tenants which would be required if it was to comply fully with the Service Charges (Consultation Requirements) (England) Regulations 2003. Since the electricity and gas was purchased as and when a competitive price was identified by their broker on the wholesale energy market, the Applicant was not able to advise tenants of the cost in advance of contract placement.

Even if practical (which it was not for those reasons), had a full consultation gone ahead, it would have been impossible for the Respondents to show that a 1 year deal would have benefitted them more than a 2 year deal at the time of contract placement. This is because prices that may become available at a specified point in the future were unknown; hence the Applicant acted on the best information that was available at the time, on the advice of its broker.

- 6. The only issue for the Tribunal to determine under these applications is whether or not it is reasonable to dispense with the statutory consultation requirements.**

These applications do not concern the issue of whether any service charge costs will be reasonable or payable.

DIRECTIONS

7. **By 24 May 2024, the Applicant** shall write to each of the Respondents concerned by email, hand delivery or first-class post, setting out the following:
- (a) Informing them of the application;
 - (b) Advising them that a copy of the application (with all personal leaseholder details deleted), statement of case, supporting documents and a copy of these directions will be available on the Applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 21 June 2024 using the Reply Form at the end of these Directions;
 - (c) Informing the Respondents that if they wish to receive a printed copy of the application and these Directions they should write to the Applicant (email: joanne.wright@anthonycollins.com) by **7 June 2024**, who will then send printed copies (any personal leaseholder details to be deleted);
 - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal.
 - **Confirm to the Tribunal by email that this has been done and state the date(s) on which this was done.**
 - Inform the Tribunal of the names of the Respondents (if any) who have already informed the Applicant that they object to the application.
8. **By 21 June 2024, the Respondents** who oppose the application must:
- Complete the attached reply form and send it by email to the Tribunal and the Applicant; and
 - Send to the Applicant, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely. A copy of any statement and documents sent to the Applicant must also be sent to the Tribunal (by email to rpmidland@justice.gov.uk)
9. **The Applicant must reply to any objection by 5 July 2024** which must be sent to the Respondent who objected and the Tribunal (by email to rpmidland@justice.gov.uk).

10. The Applicant must by 26 July 2024:

- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the landlords rely, including the application form, these and any subsequent directions, copies of any replies and/or observations from the leaseholders and any relevant correspondence with the Tribunal;
- Upload a copy of the bundle to their website;
- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Provide to the Tribunal a copy of the bundle (by email to rpmidland@justice.gov.uk)
- Provide to the Tribunal **only**, a representative sample of the leases of the properties falling within this application.
- Provide to the Tribunal, stamped addressed envelopes for all Respondents who have objected and or returned reply forms with postage for a document of approximately 20 pages.

HEARING

17. The Applicant has indicated that they would be content with a paper determination to which the Tribunal at this stage agrees. If any Respondent requires an oral hearing, they are to advise the Tribunal and the Applicant when returning the reply form.

DECISION

18. The Tribunal will send a copy of its eventual decision on dispensation to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
19. Furthermore, the Applicant shall place a copy of the Tribunal's eventual decision on dispensation together with an explanation of the leaseholders' appeal rights on their website within 7 days of receipt and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page. In this way, leaseholders who have not returned the reply form

may view the Tribunal's eventual decision on dispensation and their appeal rights on the Applicant's website.

REPLY FORM FOR RESPONDENTS

Case References:

BIR/00CN/LDC/2024/0003

Properties: Various Properties in the ownership of Nehemiah United Churches Housing Association as Landlord

Please return this form to the Tribunal at the latest by 21 June 2024 preferably by email.

Address:

Midland Residential Property First-tier Tribunal HMCTS 13th Floor, Centre City Tower,
5-7 Hill Street, Birmingham, B5 4UU.

Email: rpmidland@justice.gov.uk

and send a copy to the Applicant:

Anthony Collins Solicitors LLP 134 Edmund Street, Birmingham, B3 2ES

Ref: JW2.022668.0159

Email: joanne.wright@anthonycollins.com

Please complete one answer only in each of section 1 and 2.

	Yes
1. I/We support the application for dispensation from full consultation:	<input type="checkbox"/>
OR I/We do not support the application and object to dispensation being granted. Our statement of reasons is attached.	<input type="checkbox"/>

	Yes
2. I/We agree that the Tribunal may decide the matter on the basis of written representations only (no hearing):	<input type="checkbox"/>
OR I/We wish the Tribunal to hold a hearing.	<input type="checkbox"/>

Date:

Print Name:

Signed:

Address.....

Telephone numbers: /

Email address:

Witness Evidence

On behalf of: The Applicant
Name of witness: O D Johnson
Number of witness statement: First
Exhibits: ODJ1 – ODJ2
Date: 28 March 2024

**IN THE FIRST TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

**BETWEEN (1) Nehemiah United Churches Housing
Association Limited**

Applicant

and

(2) Various tenants

Respondents

FIRST WITNESS STATEMENT OF ORLEN DALE JOHNSON

I, ORLEN DALE JOHNSON care of 1-3 Beacon Court, Birmingham Road, Great Barr, Birmingham, B43 6NN, will say as follows:-

1. I am employed as Financial Controller at Nehemiah United Churches Housing Association Limited ("Nehemiah").
2. I am making this Statement to provide the Tribunal with additional information in respect of the Applicant's application for the dispensation of all the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 ("the 1985 Act") and the Service Charges (Consultation Requirements) (England) Regulations 2003 (together, "the Consultation Requirements") in respect of certain energy contracts. I am duly authorised to

make this statement on behalf of the Applicant.

3. The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
4. Attached to this witness statement is a paginated bundle of exhibits marked “ODJ1 – ODJ2”. All references to documents in this statement are to those exhibits.
5. The application concerns 522 tenants of the Applicant (the “Respondents”) where the cost of energy for communal areas and/or through a heat network at their respective properties is recovered by way of a service charge. A list of the general location of the properties (by local council area) is exhibited as ODJ1.
6. On behalf of Nehemiah, I signed contracts to enter into the following 2 year deals for the supply of electricity and gas on the basis of the recommendations of the Applicant’s brokers, The Monarch Partnership Ltd (“Monarch”):
 - a. In respect of Nehemiah’s electricity supply needs:
 - i. An agreement dated 12 May 2022 between Nehemiah Housing Association (1) and EDF Energy Customers Limited (2), for a term of 2 years starting on 1 June 2022 (in respect of 44 Meter Point Administration Number (MPAN) locations); and
 - ii. An agreement dated 12 May 2022 between Nehemiah Housing Association (1) and EDF Energy Customers Limited (2), for a term of 2 years starting on 1 June 2022 (in respect of 4 Meter Point Administration Number (MPAN) locations),

together the “Electricity Contracts”; and

- b. In respect of Nehemiah’s gas supply needs, an agreement dated 27 October 2022 between Nehemiah United Churches Housing (1) and SEFE Energy Limited (2), for a term of 2 years starting on 1 December 2022 (the “Gas Contract”).

together, the “2 Year Contracts”.

- 7. I entered into these 2 Year Contracts on Nehemiah’s behalf in the interests of maintaining a low and stable cost base, and hence service charge for tenants.
- 8. It was necessary to act quickly to secure the pricing that was available during the periods in 2022 when Monarch was tendering for Nehemiah’s electricity and gas supply needs. On the basis of the information available at that time, and in conjunction with the guidance provided by Monarch, the lower prices that could be obtained by agreeing a 2 year deal clearly benefitted tenants.
- 9. Neither I nor the Applicant’s broker could have known for certain whether retendering again in 1 year might have resulted in any better prices being achieved at that time, compared to the fixed prices in place under the 2 Year Contracts.
- 10. Typically, in previous years, the Applicant has only sought deals that covered a 12-month period, not wanting to be tied into an arrangement where it was committed to a price point longer than necessary. In the past, the market has been quite stable and competitive, and the Applicant has been able to secure 12 month deals that were better on renewal or any increases were marginal. There was a marked increase in prices during the renewal cycle in 2021, but the advice from Monarch at that time was that the factors causing the increase were only likely to be temporary, and that prices should reduce as things became more stable.

11. However, by the time the Applicant came to renew in 2022, the Ukraine conflict had started, and the nervousness around energy security appeared to be having a significant impact on global energy prices.
12. I started to track the electricity prices and get indicative offers towards the end of March 2022. I could see a large increase on the previous contract and 12 month deals were typically more expensive than 2 year deals.
13. By the middle of May 2022 the guidance from Monarch was that the Applicant needed to act quickly to lock into a suitable deal in respect of the electricity supply since the existing electricity contract ended on 31 May 2022. Off-contract prices would be significantly higher than the prices that were being offered in relation to new deals. However, each deal offered was only available for that day and sign off was required by 4.00pm. On 13 May 2022, the Applicant's executive team agreed to the Electricity Contracts with EDF Energy Customers Limited on the prices available on that day.
14. I therefore entered into the Electricity Contracts on behalf of the Applicant on the advice of Monarch, on the basis of the factors influencing the energy market at that time, and in the interests of obtaining the best deals available to keep prices low and stable for tenants.
15. The Gas Contract was renewed in October 2022, when again the market position showed steep price rises, and suppliers were reluctant to offer new business due to the security of gas supply on the wholesale market. I was aware that the Nord gas pipeline had recently been damaged and there were concerns about supply across Europe. The Ukraine conflict continued to cause a lot of turbulence in markets.
16. On 26 October 2022, the Applicant's executive team agreed to the Gas Contract with SEFE Energy Limited on the terms that were provided that day, and I therefore entered into the Gas Contract on behalf of the Applicant.

17. After my colleague, Bernadette Kennedy, Reporting Accountant at the Applicant, attended a sector briefing on service charges in June 2023, I became aware of the cap that applied to recovery of service charges in relation to the 2 Year Contracts in the absence of carrying out the Consultation Requirements, or obtaining a dispensation under section 20ZA of the 1985 Act. Although I was aware of the Consultation Requirements in relation to variable service charges, I had not considered this in relation to energy contracts, because it would be impractical to carry out any kind of meaningful consultation exercise in relation to such contracts, given the very small window within which competitive deals are made available. This was also a new consideration given that the Applicant had typically entered into 12-month energy deals previously.

18. After taking the matter to the Executive Committee, the Applicant subsequently obtained legal advice and assistance, and proceeded to make this application for a retrospective dispensation in relation to the 2 Year Contracts, under section 20ZA of the 1985 Act. Costs recovery in relation to the 2 Year Contracts would be severely limited if a cap of £100 per service charge payer per annum was applied, in the absence of applying for and successfully obtaining a dispensation from the Consultation Requirements. This would have a negative effect for the Applicant financially, which is a charitable community benefit society registered with the Financial Conduct Authority, which serves local communities across the West Midlands.

19. Given the number of Respondents, the tenancies and the leases (the "Occupancy Agreements") have not been produced but I can confirm in all cases:

- a. the service charge is variable as defined by section 18(1) of the 1985 Act; and
- b. the Occupancy Agreements give the Applicant the right to recover the service charge.


20. Again given the number of Respondents, in the interest of saving costs and subject to the Tribunal's agreement, the Applicant proposes to send one letter to the Respondents, a copy of which proposed text is exhibited as ODJ2, to:

- a. Inform them of the application;
- b. Advise them that a copy of the application and supporting documents are on our website (with personal details redacted);
- c. Inform them that if they would like to receive a hard copy of the application and supporting documents (with personal details redacted) then they can write to the Applicant's solicitors by post or by email, and they will send them a copy; and
- d. Advise them that the Applicant will add documents to their website as the application progresses, including the Tribunal's ultimate decision.

21. Given the numbers of Respondents concerned and the cost of mailing we do not contemplate any further mailings to tenants.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

Signed 

Orlen Dale Johnson

Date 28.03.2024

On behalf of: The Applicant
Name of witness: O D Johnson
Number of witness statement: First
Exhibits: ODJ1 – ODJ2
Date: 28 March 2024

**IN THE FIRST TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

**BETWEEN (1) Nehemiah United Churches Housing
 Association Limited**

Applicant

and

(2) Various tenants

Respondents

EXHIBIT ODJ1

A list of the general location of the properties (by local authority area) the subject of an application for the dispensation of all the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Local Authority

Birmingham City Council
City of Wolverhampton Council
Coventry City Council
Dudley Metropolitan Borough Council
Sandwell Metropolitan Borough Council
Walsall Council

On behalf of: The Applicant
Name of witness: O D Johnson
Number of witness statement: First
Exhibits: ODJ1 – ODJ2
Date: 28 March 2024

**IN THE FIRST TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

**BETWEEN (1) Nehemiah United Churches Housing
 Association Limited**

Applicant

and

(2) Various tenants

Respondents

EXHIBIT ODJ2

Letter to be sent by the Applicant to all Respondents the subject of the Application

Your communal energy supply

We buy electricity and gas that are supplied to your building's communal areas (and/or the heat network that certain properties may be part of) - "communal energy" - directly from the energy market, so we and you get a better deal.

As we buy the communal energy directly from the energy market, if we enter into a deal that lasts longer than 365 days (a year), we can't comply with a consultation process set out in section 20 of the Landlord and Tenant Act 1985. You are likely to be aware that during 2021 and 2022 energy prices went through a period of highly unusual price fluctuations caused by world events that affected the supply of electricity and gas. In 2022, we entered into 2 year deals for communal energy, because they represented the best value for residents at that time. So, we have made an application to the First-tier Tribunal (Property Chamber) ("the Tribunal") for dispensation from those consultation requirements. You'll find on the back of this letter some frequently asked questions giving you more information.

To minimise costs, all future correspondence and documentation relating to our application (including copies of the application, the directions and decision of the Tribunal) will be displayed on our website (as we receive them and with personal details redacted); to view please go to [insert web address]

If you would like to receive a paper copy of our application with supporting documents and the directions, or have any questions about this letter, please contact our solicitors, Anthony Collins Solicitors LLP:

- by telephone on [insert specified phone number]
- by email at [insert specified email address]
- by post by writing to Anthony Collins Solicitors LLP at [insert specified address].

Frequently asked questions: communal energy

What is communal energy?

Energy (gas and/or electricity) supplied to the areas that we light, heat and/or power outside of your front door is referred to as 'communal energy'. For example, lighting the stairs to your flat, or powering a door entry system.

What is a heat network?

It is likely that you will be aware if your property is part of a heat network, since it should have been explained to you at the start of your tenancy or lease. Heat networks supply heat from a central source to customers, via a network of underground pipes carrying hot water. The energy supplying that heat network may be charged to

individual properties using the service charge. If so, that energy is also part of the current application.

What is dispensation?

We are required to consult with customers when entering any long-term agreement for services under section 20 of the Landlord and Tenant Act 1985 (the 'consultation process'). A dispensation in this instance is special permission, from the Tribunal, to pass on the costs that we have incurred in sourcing the communal energy under the 2 year deals to residents, without being subject to a cap, although the normal consultation process has not been followed.

What do I have to do now?

This is communication to let you know that we're applying for dispensation in relation to the energy deals we have entered into on a long-term arrangement. You can find out more by visiting our website to read the application or contacting our solicitors as shown on the first page.

How can I trust you got the best deal?

We worked with a broker, The Monarch Partnership Ltd ("Monarch"), who searched the whole energy market, locking in the best deal on the market at that time. We used the same arrangements to buy energy for our own head office. We want the best deal for all of us going forward, for years to come.

If it's a good deal has Nehemiah done this for their offices?

We did. We included our head office.

Why didn't Nehemiah consult its customers?

When we're trying to get the best energy deals for you, suppliers are only able to lock in the best available prices for a very short time (usually less than one working day). This short period meant it wasn't possible for us to consult with you using the normal Section 20 consultation process, before entering into the 2 year deals.

What if I don't agree with this dispensation?

You can write to the Tribunal directly to make your own representations, which **must be received by the Tribunal by [insert date]**. Their address is "First-tier Tribunal (Property Chamber), Centre City Tower, 5-7 Hill Street, Birmingham, B5 4UU" and their email address is rpmidland@justice.gov.uk. Quote case reference [insert ref]. Do make sure any representations are received by the Tribunal in accordance with their directions (see our website or contact our solicitors by one of the methods shown on the first page of this letter to obtain a paper copy).

What if I don't want to change my home supplier?

You don't have to. This application relates only to the communal energy supply, and does not change any existing arrangements you already have for the gas and/or electricity supplies in place within your home. If you're part of a heat network, this

application relates to the deals we have already entered into for the current energy supply to your home as well as to the other properties within the network.

On behalf of: The Applicant
Name of witness: K J Blundell
Number of witness statement: First
Exhibits: KJB1
Date: 28 March 2024

**IN THE FIRST TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

**BETWEEN (1) Nehemiah United Churches Housing
Association Limited**

Applicant

and

(2) Various tenants

Respondents

FIRST WITNESS STATEMENT OF KIERON JACK BLUNDELL

I, KIERON JACK BLUNDELL care of 7-9 Stafford Road, Wallington, Surrey, SM6 9AN, will say as follows:-

1. I am employed as Executive Relationship Manager at The Monarch Partnership Ltd ("Monarch"). Monarch's business address is 7-9 Stafford Road, Wallington, Surrey, SM6 9AN.
2. I am making this Statement in support of the Applicant's application for the dispensation of all the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 in respect of certain energy contracts that the Applicant entered into in 2022.

3. The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
4. Attached to this witness statement is a paginated exhibit marked "KJB1". All references to documents in this statement are to that exhibit.
5. Monarch are the retained energy consultants to Nehemiah United Churches Housing Association Limited ("Nehemiah"), the Applicant. Founded in 1987, Monarch Partnership are an experienced team of energy consultants and market analysts. We work with clients in social housing, charity, education and social care.
6. I manage a portfolio of clients on behalf of Monarch and have done so for almost 3 years.
7. I have just over 10 years of experience within utilities, working within brokers as a procurement account manager for several years and prior to this for suppliers and similar companies within the industry.
8. I am familiar with the consultation obligations in the Service Charges (Consultation Requirements) (England) Regulations 2003/1987 (the "Regulations").
9. I have read the statement setting out the Grounds for the application and confirm that the comments made in that statement concerning the workings of the energy markets and the incompatibility of the Applicant's energy procurement arrangements with the Regulations are correct.

10. Nehemiah entered into an agreement with Monarch on 28 February 2022 for Monarch to procure gas and electricity from the wholesale market (“Master Agreement”).

11. Monarch’s role under the Master Agreement was to secure fixed term energy supply contracts that are compliant with or exempt from the Public Contracts Regulations 2015 and procure energy from wholesale markets in line with the instructions given by Nehemiah.

12. Nehemiah instructed Monarch to enter into 3 fixed term, fixed price contracts as follows:

a. In respect of Nehemiah’s electricity supply needs:

i. An agreement dated 12 May 2022 between Nehemiah Housing Association (1) and EDF Energy Customers Limited (2), for a term of 2 years starting on 1 June 2022 (in respect of 44 Meter Point Administration Number (MPAN) locations); and

ii. An agreement dated 12 May 2022 between Nehemiah Housing Association (1) and EDF Energy Customers Limited (2), for a term of 2 years starting on 1 June 2022 (in respect of 4 Meter Point Administration Number (MPAN) locations),

together the “Electricity Contracts”; and

b. In respect of Nehemiah’s gas supply needs, an agreement dated 27 October 2022 between Nehemiah United Churches Housing (1) and SEFE Energy Limited (2), for a term of 2 years starting on 1 December 2022 (in respect of 12 Meter Point Reference Number (MPRN) locations) (the “Gas Contract”).

together, the “2 Year Contracts”.

13. A graph that I have prepared using data from Reuters, compiled in Excel, demonstrating market movements in the wholesale price of electricity and gas over the past 2 and a half years, is exhibited at KJB1. The graph identifies the key factors that have influenced the significant fluctuations, and overall increases, in wholesale electricity and gas prices between March 2021 and October 2023. Whilst this data comes from Reuters it is readily verifiable from the suppliers’ own data, who also publish market reports twice a day. The movement of the market can therefore quite easily be linked back to specific events and drivers.

14. I have annotated the graph exhibited at KJB1 to indicate the point at which Monarch locked in the electricity and gas prices in respect of the 2 Year Contracts, and which were agreed in the 2 Year Contracts. The electricity prices were locked in on 12 May 2022 and the gas prices on 27 October 2022. The horizontal lines therefore indicate the approximate unit prices that Nehemiah continues to pay for the supply of electricity and gas under the 2 Year Contracts, until the expiry of the 2 Year Contracts in May 2024 and November 2024 respectively, and hence the costs of providing energy that Nehemiah seeks to re-charge to its tenants in line with the terms of their occupancy agreements.

15. I have referred to this exhibit KJB1 where appropriate throughout this witness statement.

Background to the Electricity Contracts procurement

16. Monarch started the Electricity Tender Process in respect of the electricity supply in March 2022, ahead of completing it on 12 May 2022 (the “Electricity Tender Process/Period”). While in the past Monarch has looked to start the Electricity Tender Process with customers between 4 and 6 months in advance of contract termination (which was coming up in June 2022), a

tender process lasting 2 to 3 months is generally considered sufficient in the industry now. The reason for that is there has been a time of quite extraordinary market movements.

17. Considering the major events immediately before Monarch started the Electricity Tender Process in March 2022, and by reference to the graph exhibited at KJB1:

- a. The market reacted to post pandemic supply shocks in late 2021 and early 2022, and we also had the first rumblings, rumours and instances of smaller suppliers going under, which was essentially unprecedented in the industry; and
- b. There was also a large spike in the graph where Russia began its invasion of Ukraine in February to March 2022.

18. These events caused the market to move several times more often than it would usually do in a year, within a week. The price increases were far more than a market would ordinarily experience in a year, and were happening on a daily basis.

19. It was the first time the industry had seen these kinds of shocks outside of the pandemic in 2020 to 2021. The pandemic created a huge movement in the energy markets, but this was then eclipsed by the movement seen over the next 2 years.

20. Therefore, during the Electricity Tender Period and in common with many energy brokers, Monarch was not trying to engage with the market overly, but rather waiting for the market to become a little bit more calm. This was partially because the market was moving so quickly, and so it was hard to advise clients, but also partially because many suppliers were not offering pricing, since they were hedging their bets. In some cases, suppliers were

offering extremely high pricing because they did not know what the market was going to do over the next year, week or month.

21. This was therefore a time when Monarch, in common with the rest of the industry, was very much working day-to-day, as opposed to business as usual. Every procurement was carried out with an individual targeted procurement plan. There were many factors to consider that generally as a broker Monarch would not need to consider at all, such as which supplier was likely to still be in existence over the next 12 months.
22. There was therefore a slightly truncated Electricity Tender Period of around 2 to 3 months in relation to the Electricity Contracts that Nehemiah entered into, compared to the normal 4 to 6 months, for those reasons.
23. During the Electricity Tender Period, Monarch completed 8 tender rounds in total, where we went to market 8 times with the intention of potentially locking in. We often test the market a few times before we lock in, which is standard practise. Doing so 8 times is more than we usually would, but in consideration of the amount the market was moving, it was necessary because the industry had never seen that kind of overnight market movement before. There was a lot of due diligence involved in finding out what the price points were, which suppliers were going to be able to price and whether the suppliers who were pricing were offering a fair price.
24. At this time there was a far bigger variation in pricing than I would usually see. Since suppliers have all got the same product, the difference is usually in margin and discounts. Normally, it would not be common to see a variation of, say, 13% to 14% variation in price, which is quite a big variation between suppliers, but this was another oddity that I was seeing frequently during the Electricity Tender Period. Nehemiah was therefore under an increased amount of pressure during the tender time to make a good decision for tenants in quite a hostile market.

25. As the tender progressed, we started to identify the lead supplier, EDF Energy. We then started to move into a conversation of whether the contracts would be for 12 or 24 months, around the start of May 2022.
26. Generally the factors to consider when choosing between 12 and 24 month fixed price contracts are just any advantage in terms of costs, and some soft benefits such as being able to plan ahead, knowing how much your energy will cost for 2 years rather than 12 months.
27. Prior to 2020, longer contracts were generally slightly more expensive because they represented more risk to the energy supplier, which essentially had to guess the price it would be paying to obtain the supply for 2 years, rather than for 1 year. So suppliers tended to build in a little more margin to their 2 year deals. However, recently over around the past 2 to 3 years we have seen what is called backwardation in the markets. This is where buying energy further out is actually cheaper than purchasing it from near markets.
28. Therefore, Nehemiah was able to obtain better prices when entering into 2 year deals for its energy needs with EDF Energy, than 1 year deals with the same supplier. For example, compared to the equivalent 1 year contract on offer, costs under the 2 year Electricity Contracts entered into by Nehemiah were around £6,000 to £7,000 per year cheaper on the half hourly tariff, and up to around £13,000 per year cheaper on the non-half hourly tariff. So there were savings to be made.
29. Bearing in mind the shocks that the energy market was seeing, Monarch was generally recommending that a customer took the savings that it could see rather than gambling. There might have been savings in the future, but all indications were that there might not be. This was in light of how volatile the markets were, how quickly prices were changing and how uncertain things felt at that time. In early 2022, the Russians were posturing about shutting off the Nord Stream pipeline supplying Europe, which we considered a credible threat, and which they did end up doing. The opinion generally was that these

supply issues were not going to blow over in 12 months, but would continue to have fundamental shocks on the energy market for a long time.

30. Towards the end of the Electricity Tender Period, by April to May 2022, we started to see a relative period of stability in the market that had been developing since December 2021, before when there had been a lot of very sharp, short shocks to the market.
31. The price that was locked in for Nehemiah in relation to the Electricity Contracts is low based on the average for the last 24 months, but is still high overall, because it is about 3 times what in the industry we would now call historical pricing, that is, compared to prices available pre-2020.
32. Following the Electricity Tender Period and after the prices were locked in for the Electricity Contracts on 12 May 2022, prices on the wholesale market shot up to almost 4 times higher than those achieved for Nehemiah, reaching historic high levels that had never been seen before. The entire system effectively shut down and we were unable to obtain pricing for an extended period from around August to November 2022.
33. In hindsight, had Monarch been re-tendering for Nehemiah after 12 months, from around December 2022, somewhat lower prices may have been achieved for the next 12-month period. Prices could have been locked in at around the same price point or a little lower, had a re-tender taken place in late 2022 or early 2023.
34. However, we could not have known that in advance. It would have been very hard for Monarch to recommend a 12 month contract during the Electricity Tender Period, simply because of what happened to the market very shortly afterwards, when events that we had been concerned about actually then took place.

35. It made sense during the period of relative stability that occurred in the Electricity Tender Period to lock in a longer term contract, taking what little savings we could obtain. Many organisations entered into longer term contracts at that time, like Nehemiah, to benefit from secure, stable prices.
36. It was also important to secure a contract before the current contract ended. With the current electricity contract due to end in June we had to be mindful of time. Out of contract rates during this period were exceptionally high. As a general rule of thumb, out of contract or “deemed” prices are around 2 times more expensive than contracted rates. Out of contract rates reached record levels in 2022 and so allowing the portfolio to languish on deemed rates while the market potentially fell was not an option.

Background to the Gas Contract procurement

37. Monarch started the tender process in respect of the gas supply around the beginning of October 2022, ahead of completing it on 27th October 2022 (the “Gas Tender Process/Period”). A truncated tender process of 2 to 3 months before the current contract end date (which was coming up in December 2022) was generally considered sufficient at the time within the industry, because of the extraordinary market movements.
38. In view of the major events immediately before Monarch started the Gas Tender Process in October 2022, the graph exhibited at KJB1 shows that the market had hit its peak, hitting highs which were completely unprecedented in September 2022. Following this we saw prices ease off as strong energy conservation schemes were put in place throughout Europe.
39. The Gas Tender Period therefore saw a falling market, with the market trying to find a price to rebalance itself. This resulted in an extremely hostile market with suppliers reluctant to price, due to the cost risk of potentially getting it wrong.

40. It was key that the Applicant engaged at the best possible time to take advantage of the dropping prices, but without getting caught out on one of the price spikes that we saw in late 2022.

Broad factors influencing the procurements relating to the energy markets

41. When advising Nehemiah in relation to their electricity and gas procurement, I considered a number of relevant factors in relation to the operation of the wholesale energy markets, during an unprecedented period of turmoil in those markets.

42. In relation to prices themselves, the price of energy that a customer pays can be broken down into two elements:

- a. Wholesale prices, which currently makes up about 40% of the end unit price. This is the variable aspect of the price that end users negotiate with suppliers (through their brokers), which is changing the market day-to-day. This is the aspect that has been pulling the market to extreme highs and extreme lows in recent years.
- b. Non commodity and pass through costs, which currently makes up about 60% of the end unit price. These are taxes, levies, government costs and other costs such as transmissions costs. As these costs make up around 60% of the costs, they are quite substantial and increase on average by about 15% year on year. The size of that increase is partially because of interest levels and inflation, and partly because the tax burden tends to go up every year.

43. Non commodity and pass through costs increased by more than the previous average of about 15% per year in 2022, and I expect they are likely to continue to do so for the next couple of years. This is because industry costs have gone up, and because a lot of suppliers went out of business in 2022. All of those costs have to be paid and within the global energy market make their

way into non commodity costs as pass through costs, network and transmission costs, taxes and levies.

44. Therefore, when locking in a 2 year contract, the non commodity and pass through costs are determined for 2 years rather than 1 year. In an uncertain market, when the only thing you do know is that the costs making up 60% of your bill will increase (by an indeterminate amount, but by larger increases recently), there is generally a strong argument for locking in a longer term contract and having the benefit of price certainty for a longer period of time.
45. In relation to the 2 Year Contracts entered into by Nehemiah, these advantages, together with a small saving on the unit price as against the 1 year deals being offered, meant that a 2 year deal was likely to be beneficial for Nehemiah and their tenants. By entering into a 2 year deal, neither Nehemiah nor their tenants would need to be concerned about the market increase expected over the coming 12 months, and Nehemiah could inform tenants clearly what their energy was going to cost for the next 2 years.
46. By around May 2022, there was an expectation of government help for winter fuel costs, in the shape of the Energy Bill Relief Scheme, one of the first wave of government discounts that was announced. There was therefore the hope that, in taking the step of fixing the cost for 2 years at the best available price, the Government would ultimately help take the edge off the costs for tenants. The possibility of this support was discussed during the tender processes with Nehemiah and taken into account.
47. Government support did assist during the period from winter 2022 to spring 2023. The support going forward has been reduced, but is not insubstantial. This factor was therefore relevant to the decision-making process that I undertook with Nehemiah during the Electricity Tender Period.
48. The renewal date for Nehemiah's previous contracts was 1 June 2022. Monarch locked in prices for Nehemiah on 12 May 2022, just 19 days before

the contract end date. Within the electricity industry, at least 5 days must be allowed for electricity accounts to transfer, and it is good practice to allow for 14 days due to the possibility of errors or needing to resolve disputes about debts, for example. In addition, the incumbent supplier (that is, the supplier you are currently with) obviously becomes aware that the customer is close to their contract end date. Knowing that it is getting more time sensitive, the incumbent supplier knows that the longer the customer leaves it, the greater the risk of going out of contract.

49. At around the time of the Electricity Tender Period, out of contract prices were very expensive at around 3 times greater than contract rates. Therefore, even spending a couple of days out of contract, especially for a client the size of Nehemiah, would be to incur quite a severe financial penalty. For that reason, Monarch worked with Nehemiah to lock in the prices in good time in May 2022, for Nehemiah to enter into the 2 year Contracts and avoid such a scenario.

50. At the point of locking in the prices for the Electricity Contracts on 12 May 2022, in the context of the market at the time, wholesale prices were rising slowly but steadily, with very little indication of prices dropping. We saw a very small drop during a previous contract round, but essentially ended up locking in very soon afterwards since the view in the industry was that market volatility at that time was not positive.

51. When the market started showing signs of volatility, Nehemiah had to make quite a fast decision as to whether to lock in on the basis of current prices, or risk the market shooting up. I am aware that, when the market starts to wobble, prices can almost immediately increase at a fast rate, without ever falling back down to the same price level. As an industry, we had just seen this happen in December 2021, January 2022 and February 2022.

52. At the point of locking in at the end of the Electricity Tender Period, some of the lowest prices that had been seen in the previous 5 months were available.

When there was some volatility in the market, showing just a little peak in prices, Monarch considered that this could be another shake before a big jump upwards in prices.

53. After Nehemiah entered into the Electricity Contracts, in the following 3 to 4 months the market saw unprecedented high prices cumulating in a peak in September 2022, when prices were going up daily to higher levels than the industry had ever seen. The graph exhibited at KJB1 identifies some of the reasons for those increases, including the ongoing war in Ukraine and European countries endeavouring to fill up their gas storage facilities ahead of the winter in the face of Russia threatening to cut off the Nord stream pipeline and eventually doing so. Of course, no one could have known at the time what was going to happen.

54. Under the circumstances, it was safer to lock in while seeing relatively good prices, rather than risk prices shooting up, which could have doubled or tripled the cost to every tenant. For that reason, we locked in to the Electricity Contracts on the prices offered at 12 May 2022, such that Nehemiah could hopefully build those into tenants' costs, with the expectation of Government help.

55. We locked in the Gas Contract on 27 October 2022, after a few weeks of careful market watching. At the time the general feeling from traders was that the winter had the potential to be extremely tough. If the winter of 2022 was a cold one, then with limited gas supplies available to Europe, the UK could have been facing blackouts. When we began to see the market settle and show indications of potentially rising, the decision to lock in the contract was made.

56. Another factor that affected the decisions was supplier availability. Prior to 2020, we would not conduct a tender exercise for a client with fewer than 5 suppliers. Engagement with 3 suppliers would be the bare minimum, in circumstances where a customer had a poor credit history or were particularly

difficult to manage, for example. This was not the case with Nehemiah, who have a good payment history, number of sites and level of consumption.

57. However, during the pandemic in 2020 and up to 2022, and even now to an extent, suppliers have been quite protectionist, being unwilling to bid for what were considered 'high risk' portfolios. Housing associations are considered high risk because they do not have a static portfolio. The number and types of their properties can change quite a lot, with residents moving out, sites being bought or sold, or demolished, and so on. Energy suppliers generally see low consumption for a high number of residential sites (Nehemiah has around 200 sites), as compared to a corporate client which may be, for example, running a data farm from 1 or 2 sites or even just running a large office block with lifts, heating and air conditioning. This means that there is a relatively high administration cost associated with housing associations as clients.

58. As a result it was extremely difficult to even get 3 suppliers to tender as part of the Electricity Tender Process based on the market in early 2022. Eventually, EDF Energy, TotalEnergies Gas & Power and SSE Energy Services tendered, but SSE Energy Services effectively made it known that they did not really want to win the tender by pricing with a high premium. TotalEnergies Gas & Power were also not very engaged in the Electricity Tender Process, so while they were tendering for the supply contract they were not in reality expending much effort.

59. However, EDF Energy were quite keen. They are quite adept with residential supply contracts and known to be quite good at housing associations. It also helped that they are a French-backed supplier, since they have the reassurance of access to nuclear energy, which allows them greater insight into the nuclear generation. They have tended to be more stable than a lot of the other suppliers within the UK as a result.

60. We saw similar behaviour in relation to the Gas Tender Process, with suppliers very reluctant to procure. We had very recently seen CNG collapse,

who were a large a reputable supplier, making gas suppliers particularly careful about taking on new business. As we saw during the Electricity Tender Process most suppliers were focusing on their core business and avoiding larger multisite clients.

61. Nehemiah therefore had limited options in terms of the number of offers that they were getting from the market, compared to the choice that would generally have been available pre-2020. This also means that practically speaking, even if given the opportunity as part of a consultation process, tenants would not in reality have had very minimal opportunity to nominate alternative suppliers because of the limited tender market.

62. Taken together, these factors affected the decisions Nehemiah made with the benefit of my advice as their broker at Monarch.

63. Overall, by entering into the 2 Year Contracts, I consider that Nehemiah carried out the necessary due diligence to allow it to make informed decisions as to the deals that were likely to benefit their tenants most, including entering into 2 year rather than 1 year deals, on the basis of factors known at the time of contract placement. This is in spite of the unprecedented market turmoil taking place at the point of contract placement for both its electricity and gas supplies.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

Signed 

Kieron Jack Blundell

Date 28.03.2024

On behalf of: The Applicant
Name of witness: K J Blundell
Number of witness statement: First
Exhibits: KJB1
Date: 28 March 2024

**IN THE FIRST TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

**BETWEEN (1) Nehemiah United Churches Housing
 Association Limited**

Applicant

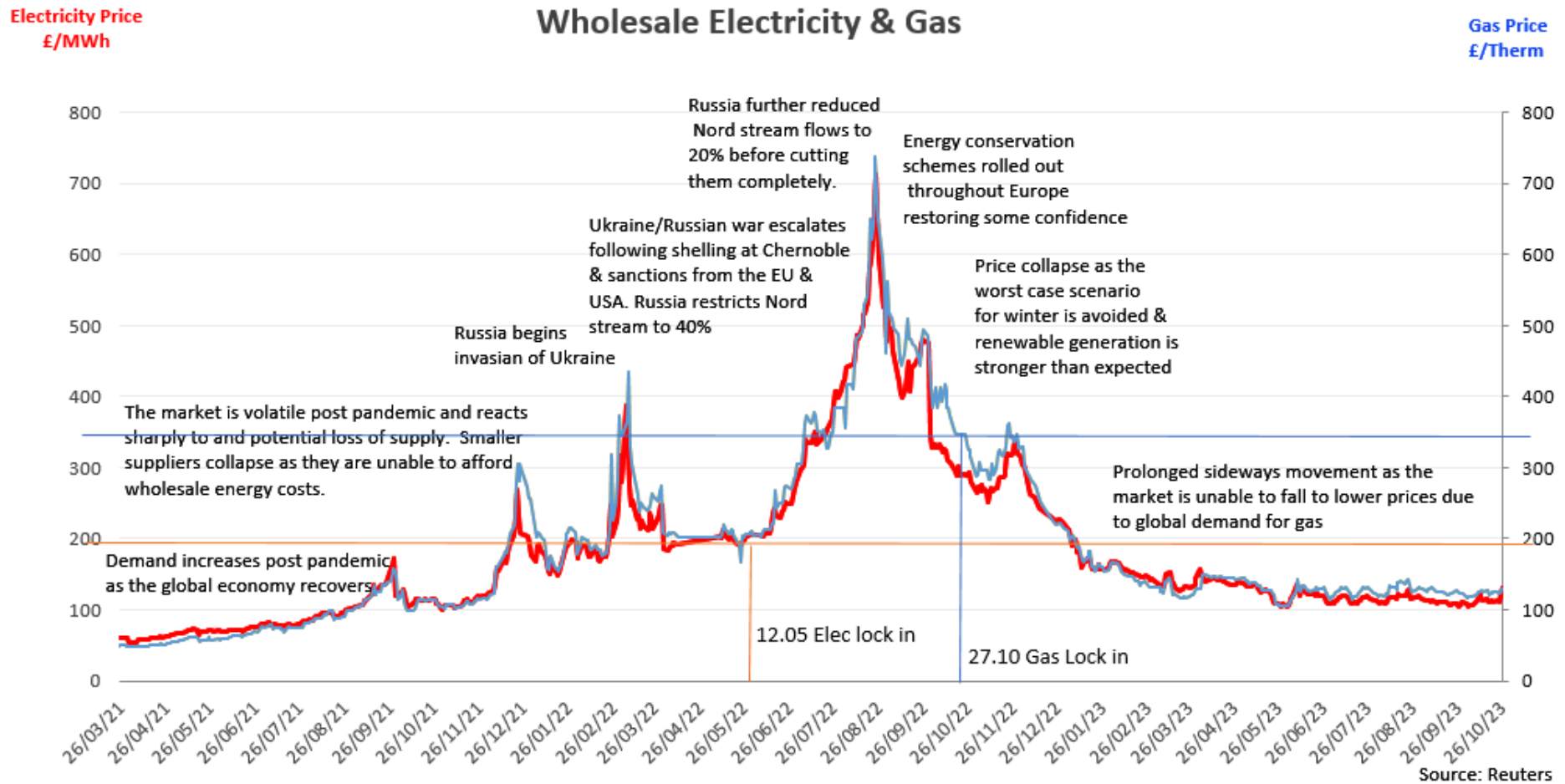
and

(2) Various tenants

Respondents

EXHIBIT KJB1

A graph prepared using data from Reuters showing wholesale electricity and gas prices between March 2021 and October 2023



Correspondence

First-tier Tribunal (Property Chamber)
Residential Property Division
Centre City Tower
5-7 Hill Street
Birmingham
B5 4UU

By email only: rpmidland@justice.gov.uk

Our ref: JW2.022668.0159

Your ref:

28th March 2024

Dear whom it may concern

RE: Landlord & Tenant Act 1985 - Section 20ZA

PREMISES: 522 individual properties, Nehemiah United Churches Housing Association Limited

Please find attached on behalf of our clients an application for dispensation from the consultation requirements contained in section 20 of the Landlord and Tenant Act 1985 with supporting documents as follows:

1. Application Form;
3. First Witness Statement of Orlen Dale Johnson; and
4. First Witness Statement of Kieron Jack Blundell.

Should the Tribunal have any queries, please do not hesitate to contact our Joanne Wright on 0121 214 3523 or by email at Joanne.Wright@anthonicollins.com.

Yours faithfully



Anthony Collins Solicitors LLP

Direct Line: 0121 214 3523
Departmental Fax: 0121 212 7434
Email Address: Joanne.Wright@anthonicollins.com

Encs.

Anthony Collins

134 Edmund Street, Birmingham B3 2ES | DX 13055 Birmingham 1 | 0121 200 3242 | www.anthonycollins.com

Anthony Collins Solicitors LLP is a limited liability partnership, registered in England and Wales (registered number: OC313432) authorised and regulated by the Solicitors Regulation Authority (reference number: 424137). Our registered office is 134 Edmund Street, Birmingham B3 2ES. Reference to 'Anthony Collins' is to Anthony Collins Solicitors LLP. The word 'partner' used in relation to the LLP, refers to a member of the LLP. A list of members of Anthony Collins is available for inspection at our offices or at www.anthonycollins.com

[REDACTED]

From: Midlands RAP <rpmidland@Justice.gov.uk>
Sent: 03 April 2024 16:12
To: Joanne Wright
Subject: Application Fee- 522 individual properties, Nehemiah United Churches Housing Association Limited

Premises: 522 individual properties, Nehemiah United Churches Housing Association Limited

Thank you for the application regarding the above address. In order to proceed a £100 application fee is applicable within the next 14 days.

The bank details to make a payment are:

Bank: [REDACTED]
Sort Code [REDACTED]
Account Number [REDACTED]
Account Name [REDACTED]


When paying you **must** use the following reference number so that your payment can be matched to your application: T238BIRLDC240008A

Best Regards,

Abiola Ajibade

Case Officer

Midland Residential First-tier Tribunal
Centre City Tower | 5-7 Hill Street, Birmingham | B5 4UU
DX: Midlands (West) Employment Tribunal – DX: 360601 – Birmingham 5
Phone: 0121 600 7896
gov.uk/hmcts

 HM Courts & Tribunals Service

[Here is how HMCTS uses personal data about you](#)

This e-mail and any attachments is intended only for the attention of the addressee(s). Its unauthorised use, disclosure, storage or copying is not permitted. If you are not the intended recipient, please destroy all copies and inform the sender by return e-mail. Internet e-mail is not a secure medium. Any reply to this message could be intercepted and read by someone else. Please bear that in mind when deciding whether to send material in response to this message by e-mail. This e-mail (whether you are the sender or the recipient) may be monitored, recorded and retained by the Ministry of Justice. Monitoring / blocking software may be used, and e-mail content may be read at any time. You have a responsibility to ensure laws are not broken when composing or forwarding e-mails and their contents.

First-tier Tribunal (Property Chamber)
Residential Property Division
Centre City Tower
5-7 Hill Street
Birmingham
B5 4UU

By email only: rpmidland@justice.gov.uk

Our ref: JW2/022668.0159

Your ref:

11th April 2024

Dear whom it may concern

RE: Landlord & Tenant Act 1985 - Section 20ZA

PREMISES: 522 individual properties, Nehemiah United Churches Housing Association Limited

Payment Reference Number: T238BIRLDC240008A

Further to the email received from the case officer, Abiola Ajibade, on 3rd April 2024, we write to confirm that our client, Nehemiah United Churches Housing Association Limited, has now made payment in respect of the application fee in the above matter.

Payment was made on 9 April 2024.

We should be grateful if the Tribunal would please confirm that this has been received.

Yours faithfully



Anthony Collins Solicitors LLP

Direct Line: 0121 214 3523
Departmental Fax: 0121 212 7434
Email Address: Joanne.Wright@anthonicollins.com

Anthony Collins

134 Edmund Street, Birmingham B3 2ES | DX 13055 Birmingham 1 | 0121 200 3242 | www.anthonycollins.com

Anthony Collins Solicitors LLP is a limited liability partnership, registered in England and Wales (registered number: OC313432) authorised and regulated by the Solicitors Regulation Authority (reference number: 424137). Our registered office is 134 Edmund Street, Birmingham B3 2ES. Reference to 'Anthony Collins' is to Anthony Collins Solicitors LLP. The word 'partner' used in relation to the LLP, refers to a member of the LLP. A list of members of Anthony Collins is available for inspection at our offices or at www.anthonycollins.com

From: Midlands RAP <rpmidland@Justice.gov.uk>
Sent: 15 April 2024 15:21
To: Joanne Wright
Subject: Premises-Various Properties in the ownership of Nehemiah United Churches Housing Association as Landlord
Attachments: 2024.04.15 522 Individual properties Nehemiah United Court Directions.pdf; order1-eng.doc; Do you need Legal Advice.pdf; Guidance on Digital Statements and Bundles....pdf
Categories: Blue Category

Premises- Various Properties in the ownership of Nehemiah United Churches Housing Association as Landlord

I am writing to acknowledge receipt of the recent application in respect of the above address.

Attached is a copy of our service standards. Our guidance on procedure booklet can be viewed on our website: <https://www.gov.uk/housing-tribunals>. If you would prefer a hard copy, please let me know.

Please see the attached Directions issued by the Tribunal.

Please also find attached the following documents:

- Do you need legal advice? If you have not taken independent legal advice, you should consider doing so without delay
- Guidance on Digital Statements and Bundles. The Tribunal will only consider submissions and evidence served in accordance with Directions. The Tribunal will not accept multiple emails. You must comply with Directions by sending a single email with submissions and evidence as a single attachment in accordance with the attached "Guidance on Digital Statements and Bundles". Evidence and submissions sent piecemeal or in separate emails will not be considered by the Tribunal
- Order 1 – Application and Request for Case Management or Other Interim Order. If you wish to make a case management application (e.g. extension of time, postponement of hearing, joining a party, strike out, barring or further directions) you must complete Order 1 – Application and Request for Case Management or Other Interim Order. Order 1 must be completed and signed. In addition the party making the application must confirm that a copy has been sent to the opposing party. Email requests for case management orders will not be considered by the Tribunal unless accompanied by Order 1.

Please note: As the Applicant you have to distribute this to the Respondents.

Best Regards,

Abiola Ajibade

Case Officer

Midland Residential First-tier Tribunal

Centre City Tower | 5-7 Hill Street, Birmingham | B5 4UU

DX: Midlands (West) Employment Tribunal – DX: 360601 – Birmingham 5

Phone: 0121 600 7896

gov.uk/hmcts



HM Courts & Tribunals Service

[Here is how HMCTS uses personal data about you](#)



PROPERTY CHAMBER SERVICE AND STANDARDS

You are entitled

- to courtesy and helpfulness from tribunal judges and members, and from HMCTS staff;
- to be treated without discrimination;
- to expect your case to be treated impartially and with fairness to both sides;
- to state your case in writing or at a hearing;
- to have the same documents as the other party;
- to a decision and the reasons for the decision, which will be sent to you in writing.

General standards

- We aim to provide clear, straightforward information about our service, including where to go and what to do if you need help.
- If you telephone to request forms we will respond within two days.
- If you wish to inspect the register of members' interests, we will make an appointment for you to look at it at the relevant office.
- If your hearing is delayed we will keep you regularly informed.
- We will tell you about your rights to appeal.

Telephone standards

- We aim to answer the telephone between the hours of 9am and 5pm, Monday to Thursday and 9am and 4.30pm on Friday.
- We will deal with the query if we can; if we cannot, we will pass you on to the appropriate person or section.
- We will tell you whom we are transferring you to.
- If we need to find papers or files, we will offer to ring you back.
- We will offer to take a message if the correct person is unavailable and ask them to call you back.

To help you

- user-friendly guidance is available on our procedures and jurisdictions; these are available on our website: <https://www.gov.uk/housing-tribunals>; please note that HMCTS staff can only offer information, not legal advice, about your case;
- pro bono legal advice schemes are available in some areas, and in some types of case, we offer a mediation service.

Special requirements

15th May 2024

Our Ref: OJ/BK/
BIR/00CN/LDC/2024/0003



Dear

Your communal energy supply

We buy electricity and gas that are supplied to your building's communal areas (and/or the heat network that certain properties may be part of) - "communal energy" - directly from the energy market, so we and you get a better deal.

As we buy the communal energy directly from the energy market, if we enter into a deal that lasts longer than 365 days (a year), we can't comply with a consultation process set out in section 20 of the Landlord and Tenant Act 1985. You are likely to be aware that during 2021 and 2022 energy prices went through a period of highly unusual price fluctuations caused by world events that affected the supply of electricity and gas. In 2022, we entered into 2 year deals for communal energy, because they represented the best value for residents at that time. So, we have made an application to the First-tier Tribunal (Property Chamber) ("the Tribunal") for dispensation from those consultation requirements. You'll find on the back of this letter some frequently asked questions giving you more information.

To minimise costs, all future correspondence and documentation relating to our application (including copies of the application, the directions and final decision of the Tribunal) will be displayed on our website (as we receive them and with personal leaseholder details redacted); to view please go to <https://nehemiah.co.uk/about-us/ftt-dispensation/>

If you would like to receive a paper copy of our application with supporting documents and the directions, or have any questions about this letter, please contact our solicitors, Anthony Collins Solicitors LLP:

- by telephone on 0121 269 3317
- by email at Nehemiah@anthonicollins.com
- by post by writing to Anthony Collins Solicitors LLP at:

Freepost RLYK-JZBZ-HRCZ
Anthony Collins Solicitors (Nehemiah UCHA)
134 Edmund Street
Birmingham
B3 2ES

Nehemiah UCHA 1-3 Beacon Court Birmingham Road Great Barr Birmingham B43 6NN
T: 0121 358 0966 F: 0121 358 0934 E: contact@nehemiah-ucha.co.uk W: www.nehemiah-ucha.co.uk



Chief Executive: Uweelyn Graham Chairman: Bishop Wilton Powell OBE Vice Chair Prof Martin Levermore MBE
Member of the National Housing Federation. Nehemiah UCHA Ltd is a registered society under the Co-operative and Community Benefit Societies Act 2014 25952 The Regulator of Social Housing No: L3B33.
Registered Office: 1-3 Beacon Court Birmingham Road Great Barr Birmingham B43 6NN

Please contact our solicitors using these contact details by 7th June 2024 if you would like to receive a paper copy of our application with supporting documents (with personal leaseholder details redacted) and the directions.

Yours sincerely

Patrick Bryan
Finance Director
Tel: 0121 358 0966 (Gen.)

Frequently asked questions: communal energy

What is communal energy?

Energy (gas and/or electricity) supplied to the areas that we light, heat and/or power outside of your front door is referred to as 'communal energy'. For example, lighting the stairs to your flat, or powering a door entry system.

What is a heat network?

It is likely that you will be aware if your property is part of a heat network, since it should have been explained to you at the start of your tenancy or lease. Heat networks supply heat from a central source to customers, via a network of underground pipes carrying hot water. The energy supplying that heat network may be charged to individual properties using the service charge. If so, that energy is also part of the current application.

What is dispensation?

We are required to consult with customers when entering any long-term agreement for services under section 20 of the Landlord and Tenant Act 1985 (the 'consultation process'). A dispensation in this instance is special permission, from the Tribunal, to pass on the costs that we have incurred in sourcing the communal energy under the 2 year deals to residents, without being subject to a cap, although the normal consultation process has not been followed.

What do I have to do now?

This is communication to let you know that we're applying for dispensation in relation to the energy deals we have entered into on a long-term arrangement. You can find out more by visiting our website to read the application or contacting our solicitors as shown on the first page.

How can I trust you got the best deal?

We worked with a broker, The Monarch Partnership Ltd ("Monarch"), who searched the whole energy market, locking in the best deal on the market at that time. We used the same arrangements to buy energy for our own head office. We wanted the best deal for all of us going forward, for years to come.

If it's a good deal has Nehemiah done this for their offices?

We did. We included our head office.

Why didn't Nehemiah consult its customers?

When we're trying to get the best energy deals for you, suppliers are only able to lock in the best available prices for a very short time (usually less than one working day). This short period meant it wasn't possible for us to consult with you using the normal Section 20 consultation process, before entering into the 2 year deals.

What if I don't agree with this dispensation?

You can write to the Tribunal directly to make your own representations, which **must be received by the Tribunal by 21st June 2024**. Their address is "First-tier Tribunal Property Chamber (Residential Property), Midlands Region, Centre City Tower, 5-7 Hill Street, Birmingham, B5 4UU" and their email address is rpmidland@justice.gov.uk. Quote case reference BIR/00CN/LDC/2024/0003. Do make sure any representations are received by the Tribunal in accordance with their directions (see our website or contact our solicitors by one of the methods shown on the first page of this letter to obtain a paper copy).

What if I don't want to change my home supplier?

You don't have to. This application relates only to the communal energy supply, and does not change any existing arrangements you already have for the gas and/or electricity supplies in place within your home. If you're part of a heat network, this application relates to the deals we have already entered into for the current energy supply to your home as well as to the other properties within the network.

First-tier Tribunal (Property Chamber)
Residential Property Division
Centre City Tower
5-7 Hill Street
Birmingham
B5 4UU

By email only: rpmidland@justice.gov.uk

Our ref: JW2/022668.0159

Your ref: BIR/00CN/LDC/2024/ 21 May 2024
0003

To whom it may concern

RE: Landlord & Tenant Act 1985 - Section 20ZA – Case Ref. BIR/00CN/LDC/2024/0003
PREMISES: 522 individual properties, Nehemiah United Churches Housing Association Limited

We write regarding the above application and on behalf of the Applicant, Nehemiah United Churches Housing Association.

In accordance with the Directions made by the Tribunal on 15 April 2024, we confirm that the Applicant wrote to each of the Respondents concerned by first class post as per paragraph 7 of the Directions.

The letters were sent out to the tenants on 16 May 2024.

Yours faithfully



Anthony Collins Solicitors LLP

Direct Line: 0121 214 3523
Departmental Fax: 0121 212 7434
Email Address: Joanne.Wright@anthonicollins.com

Anthony Collins

134 Edmund Street, Birmingham B3 2ES | DX 13055 Birmingham 1 | 0121 200 3242 | www.anthonycollins.com

Anthony Collins Solicitors LLP is a limited liability partnership, registered in England and Wales (registered number: OC313432) authorised and regulated by the Solicitors Regulation Authority (reference number: 424137). Our registered office is 134 Edmund Street, Birmingham B3 2ES. Reference to 'Anthony Collins' is to Anthony Collins Solicitors LLP. The word 'partner' used in relation to the LLP, refers to a member of the LLP. A list of members of Anthony Collins is available for inspection at our offices or at www.anthonycollins.com

First-tier Tribunal (Property Chamber)
Residential Property Division
Centre City Tower
5-7 Hill Street
Birmingham
B5 4UU

By email only: rpmidland@justice.gov.uk

Our ref: JW2/022668.0159

Your ref: BIR/00CN/LDC/2024/ 24 May 2024
0003

To whom it may concern

RE: Landlord & Tenant Act 1985 - Section 20ZA – Case Ref. BIR/00CN/LDC/2024/0003
PREMISES: 522 individual properties, Nehemiah United Churches Housing Association Limited

We write regarding the above application and on behalf of the Applicant, Nehemiah United Churches Housing Association.

In accordance with paragraph 7 of the Directions made by the Tribunal on 15 April 2024, we confirm that at the time of writing we have not received notification from any of the Respondents that they object to the application.

Yours faithfully



Anthony Collins Solicitors LLP

Direct Line: 0121 214 3523
Departmental Fax: 0121 212 7434
Email Address: Joanne.Wright@anthonycollins.com

Anthony Collins

134 Edmund Street, Birmingham B3 2ES | DX 13055 Birmingham 1 | 0121 200 3242 | www.anthonycollins.com

Anthony Collins Solicitors LLP is a limited liability partnership, registered in England and Wales (registered number: OC313432) authorised and regulated by the Solicitors Regulation Authority (reference number: 424137). Our registered office is 134 Edmund Street, Birmingham B3 2ES. Reference to 'Anthony Collins' is to Anthony Collins Solicitors LLP. The word 'partner' used in relation to the LLP, refers to a member of the LLP. A list of members of Anthony Collins is available for inspection at our offices or at www.anthonycollins.com

Miscellaneous



MONARCH PARTNERSHIP

Utilities simplified

The Monarch Partnership Ltd
Monarch House
7-9 Stafford Road
Wallington
Surrey SM6 9AN

Dear Sirs

1. We hereby give you sole authorisation to procure our Electricity, Gas & Water charges. You will conduct all/any negotiations for this purpose.
2. This agreement covers all our present and future locations where we are responsible for payment of utility charges.
3. For the purpose of your initial examination, you will arrange to copy the most recent 12 months invoices for all our locations together with copies of our utility contracts.
4. Procurement & Analysis - You will undertake an analysis of our utility expenditures to ascertain if cheaper rates and tariffs can result in savings and where such opportunities exist, you will arrange for these changes to be implemented. You will also continually procure, via the OJEU, where warranted, the supply of our Electricity and Gas, negotiating with utility suppliers to obtain competitive terms.
5. Invoice Validation - You will receive bills directly from our utility suppliers and validate each bill. Where a bill passes your validation process, you will provide us with a report showing clearly which bills we should pay.
6. Reporting - We understand that you will provide a variety of reports to include Validation Report, Accrual Report, and Budget Report.
7. Please refer to Appendix A for our standard GDPR compliant data processing agreement. These terms are the minimum required by the GDPR to ensure Monarch Partnership's compliance with its GDPR obligations.
8. Monarch Fees –
 - A) We understand that you will receive commission payments from supplier/s through procurement, for the provision of the above services.
9. This agreement is for a period of 24 months, thereafter it will continue until terminated by either party giving at least 3 months' notice in writing.
10. You agree that the agreement can be terminated early if we experience service failures from you which are not subsequently remedied within 4 weeks of us raising the issue to your head of Supplier Relations.

For and on behalf: **Nehemiah Housing Association**

Signed..........Title...**Financial Controller**

Name: Orlen Johnson .Title...**Mr**.....Date...**28 February 2022**.....

Company Address...1 – 3 Beacon Court, Birmingham Road, Great Barr, Birmingham ...

Accepted by The Monarch Partnership.....Date...**19/12/2023**.....



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Contract information pack for electricity

Contract quotation for Nehemiah

Housing Association

We are pleased to provide you with a quote for your electricity supply.

At EDF Energy we aim to provide a great value service and keep our prices competitive. With this in mind, please find enclosed your contract information pack which includes:

- This covering information sheet
- Price Schedule
- Quote Summary
- Notes and Glossary
- Agreement (Term Sheet & Terms and Conditions)

As you may be aware the wholesale cost of electricity is the main component of your prices and the UK electricity market is highly volatile. This means our quotes are subject to change and can be withdrawn without notice prior to the contract becoming legally binding. Unless otherwise indicated, terms used in this contract information pack bear the same meaning as are attributed to them in the Terms and Conditions, provided that if there is any conflict the provisions of the Terms and Conditions shall prevail.

If you would like to discuss any element of this documentation or have any queries, please feel free to contact us.

We hope to hear from you soon.

Yours sincerely

Nichola Sells
Account Manager, Mid Market

Key quote information

The quote within this pack is for a contract which has been quoted at Fully Inclusive Price Point. Please review the 'Quote Summary' within this pack for a summarised guide to the costs that are included and excluded in this quote.

The following information makes up this quote:

- Quote Date: 12/05/2022
- Earliest Supply Start Date: 01/06/2022
- Earliest Termination Date: 31/05/2024
- Term: 24 Months
- Terms and Conditions: EDFENERGYPOMVOY132021
- Number of Sites: 44
- Number of MPANs: 44
- Volume Tolerance Threshold / Period: N/A
- Payment Terms: Shown on Price Schedule
- Value Added Product(s): Yes

Next steps

Please review the information contained within this contract information pack to make sure that it is correct. Please contact us if any amendments are required.

1. Check the company details have been captured correctly within all pages of this contract information pack
2. Check with EDF Energy to see if this quote is still valid
3. Check that the details on the Price Schedule are as expected and that the consumption allocated to each supply is in line with your forecast for the duration of this contract
4. Make sure that the correct contract information pack is signed where more than one quote has been supplied. The Contract Quote Reference is located in the top left hand corner of each page

If you would like to enter into the Agreement with us on the basis of this quote, please sign and date the Term Sheet and return the signed Term Sheet to EDF Energy by either email or fax. Please also ensure that the signed hard copy is posted to us at the address at the top of this sheet.

Please remember

- By signing and returning the Term Sheet you have confirmed that you have read and agreed to the Terms and Conditions
- The contract will only become legally binding once EDF Energy has confirmed acceptance in writing of your returned signed Term Sheet
- To provide the necessary termination notice to your current electricity supplier if appropriate

Please note acceptance cannot be provided by telephone.



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Quote Summary

Customer name	Supply address	MPAN	Total forecast units	Total forecast standing charge	Total forecast availability charge	Total forecast unit costs	Total combined forecast costs	Price Point
Nehemiah Housing Association	[REDACTED]	[REDACTED]	6,726 kWh	£1,008.03	£0.00	£2,467.33	£3,475.36	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	2,252 kWh	£909.26	£0.00	£836.85	£1,746.11	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	793 kWh	£1,028.29	£0.00	£278.06	£1,306.35	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	503 kWh	£1,028.11	£0.00	£176.98	£1,205.09	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	3,771 kWh	£910.17	£0.00	£1,400.49	£2,310.66	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,542 kWh	£908.83	£0.00	£561.59	£1,470.42	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	10,097 kWh	£1,129.53	£0.00	£3,748.56	£4,878.09	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	4,909 kWh	£910.85	£0.00	£1,822.76	£2,733.61	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,574 kWh	£1,028.76	£0.00	£585.26	£1,614.02	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,779 kWh	£908.97	£0.00	£661.34	£1,570.31	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	5,332 kWh	£1,031.01	£0.00	£1,978.73	£3,009.74	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	103,099 kWh	£1,565.93	£0.00	£38,238.59	£39,804.52	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,788 kWh	£1,028.88	£0.00	£664.61	£1,693.49	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	125,344 kWh	£3,064.39	£0.00	£43,695.07	£46,759.46	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	11,094 kWh	£1,034.47	£0.00	£3,868.27	£4,902.74	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	14,033 kWh	£916.32	£0.00	£5,208.31	£6,124.63	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	5,516 kWh	£1,031.12	£0.00	£2,046.95	£3,078.07	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,938 kWh	£1,028.97	£0.00	£720.23	£1,749.20	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,580 kWh	£908.85	£0.00	£575.43	£1,484.28	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	346,487 kWh	£3,147.19	£0.00	£125,847.74	£128,994.93	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	3,026 kWh	£909.72	£0.00	£1,124.05	£2,033.77	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	38,663 kWh	£1,527.26	£0.00	£14,052.71	£15,579.97	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	661 kWh	£908.30	£0.00	£246.49	£1,154.79	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	249,118 kWh	£3,088.76	£0.00	£90,484.26	£93,573.02	Fully Inclusive



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Quote Summary

Customer name	Supply address	MPAN	Total forecast units	Total forecast standing charge	Total forecast availability charge	Total forecast unit costs	Total combined forecast costs	Price Point
Nehemiah Housing Association	[REDACTED]	[REDACTED]	992 kWh	£908.50	£0.00	£361.73	£1,270.23	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	2,028 kWh	£909.12	£0.00	£753.20	£1,662.32	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	3,775 kWh	£1,125.74	£0.00	£1,402.73	£2,528.47	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,358 kWh	£1,028.63	£0.00	£505.17	£1,533.80	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	499 kWh	£1,028.11	£0.00	£175.61	£1,203.72	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,056 kWh	£908.54	£0.00	£393.06	£1,301.60	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	3,943 kWh	£1,030.18	£0.00	£1,372.45	£2,402.63	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	30,211 kWh	£1,141.60	£0.00	£10,980.09	£12,121.69	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	72,277 kWh	£2,982.66	£0.00	£26,827.42	£29,810.08	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	624 kWh	£1,028.19	£0.00	£233.00	£1,261.19	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	38,478 kWh	£1,146.56	£0.00	£13,984.16	£15,130.72	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	2,340 kWh	£909.31	£0.00	£869.50	£1,778.81	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	138,322 kWh	£3,022.29	£0.00	£51,334.06	£54,356.35	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	2,402 kWh	£1,029.25	£0.00	£892.29	£1,921.54	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	4,038 kWh	£1,030.23	£0.00	£1,498.91	£2,529.14	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	34,242 kWh	£1,144.02	£0.00	£12,561.85	£13,705.87	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	2,312 kWh	£909.29	£0.00	£859.11	£1,768.40	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	1,292 kWh	£908.68	£0.00	£480.63	£1,389.31	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	3,246 kWh	£1,029.76	£0.00	£1,205.24	£2,235.00	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	2,260 kWh	£909.26	£0.00	£839.82	£1,749.08	Fully Inclusive
Totals			1,287,320 kWh	£55,091.89	£0.00	£468,820.69	£523,912.58	

Please note that where applicable, the total combined forecast costs will include all charges levied by parties in the electricity supply chain, excluding Tax and Climate Change Levy.



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: East Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	137.8979 p/day	731 days	£1,008.03
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	36.6835 p/kWh	6,726 kWh	£2,467.33

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£3,475.36



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Standing Charge:	124.3851 p/day	731 days	£909.26
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1603 p/kWh	2,252 kWh	£836.85

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,746.11



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 02
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 02 811 4
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.6684 p/day	731 days	£1,028.29
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.6180 p/kWh	454 kWh	£175.33
Night Unit Rate: 00:30-07:30	30.3045 p/kWh	339 kWh	£102.73

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,306.35



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 02
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 02 811 4
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.6447 p/day	731 days	£1,028.11
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.7562 p/kWh	288 kWh	£111.62
Night Unit Rate: 00:30-07:30	30.4019 p/kWh	215 kWh	£65.36

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,205.09



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	124.5098 p/day	731 days	£910.17
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1384 p/kWh	3,771 kWh	£1,400.49

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,310.66



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 04 811 10
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3268 p/day	731 days	£908.83
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.6954 p/kWh	1,124 kWh	£434.94
Night Unit Rate: 00:30-07:30	30.3000 p/kWh	418 kWh	£126.65

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,470.42



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 N12
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	154.5187 p/day	731 days	£1,129.53
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1255 p/kWh	10,097 kWh	£3,748.56

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£4,878.09



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	124.6032 p/day	731 days	£910.85
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1309 p/kWh	4,909 kWh	£1,822.76

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,733.61



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	140.7326 p/day	731 days	£1,028.76
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1831 p/kWh	1,574 kWh	£585.26

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,614.02



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price	Units	Costs
Standing Charge:	124.3463 p/day	731 days
Availability Charge:	N/A	£908.97
Excess Capacity Charge:	N/A	
Reactive Power Charge:	N/A	
Unit Rate: 00:00-24:00	37.1747 p/kWh	1,779 kWh
		£661.34

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,570.31



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	141.0410 p/day	731 days	£1,031.01
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1104 p/kWh	5,332 kWh	£1,978.73

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£3,009.74



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: Yes
Smart Meter: No
Top Line of Supply Number: 03 801 N13
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	214.2170 p/day	731 days	£1,565.93
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.0892 p/kWh	103,099 kWh	£38,238.59

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£39,804.52



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Standing Charge:	140.7501 p/day	731 days	£1,028.88
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1708 p/kWh	1,788 kWh	£664.61

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,693.49



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 02
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 02 811 4
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	419.2057 p/day	731 days	£3,064.39
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.3861 p/kWh	71,747 kWh	£27,540.88
Night Unit Rate: 00:30-07:30	30.1401 p/kWh	53,597 kWh	£16,154.19

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£46,759.46



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, SM6 9AN, Surrey, Wallington

Meter Information

Profile Class: 02
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 02 811 4
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	141.5140 p/day	731 days	£1,034.47
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.3950 p/kWh	6,350 kWh	£2,438.08
Night Unit Rate: 00:30-07:30	30.1474 p/kWh	4,744 kWh	£1,430.19

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£4,902.74



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	125.3520 p/day	731 days	£916.32
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1147 p/kWh	14,033 kWh	£5,208.31

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£6,124.63



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	141.0561 p/day	731 days	£1,031.12
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1094 p/kWh	5,516 kWh	£2,046.95

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£3,078.07



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.7624 p/day	731 days	£1,028.97
Availability Charge:	N/A		
Excess Capacity Charge:	N/A		
Reactive Power Charge:	N/A		
Unit Rate: 00:00-24:00	37.1637 p/kWh	1,938 kWh	£720.23

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,749.20



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 04 811 10
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3299 p/day	731 days	£908.85
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.6934 p/kWh	1,152 kWh	£445.75
Night Unit Rate: 00:30-07:30	30.2980 p/kWh	428 kWh	£129.68

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,484.28



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: Yes
Smart Meter: No
Top Line of Supply Number: 04 811 N14
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	430.5316 p/day	731 days	£3,147.19
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.5955 p/kWh	252,606 kWh	£97,494.55
Night Unit Rate: 00:30-07:30	30.2012 p/kWh	93,881 kWh	£28,353.19

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£128,994.93



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.4486 p/day	731 days	£909.72
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1464 p/kWh	3,026 kWh	£1,124.05

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,033.77



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 04 811 N13
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	208.9281 p/day	731 days	£1,527.26
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.6224 p/kWh	28,187 kWh	£10,886.50
Night Unit Rate: 00:30-07:30	30.2235 p/kWh	10,476 kWh	£3,166.21

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£15,579.97



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	124.2545 p/day	731 days	£908.30
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.2910 p/kWh	661 kWh	£246.49

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,154.79



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: Yes
Smart Meter: No
Top Line of Supply Number: 04 811 N14
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	422.5396 p/day	731 days	£3,088.76
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.5963 p/kWh	181,619 kWh	£70,098.21
Night Unit Rate: 00:30-07:30	30.2020 p/kWh	67,499 kWh	£20,386.05

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£93,573.02



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 04 811 10
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.2816 p/day	731 days	£908.50
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.7406 p/kWh	723 kWh	£280.09
Night Unit Rate: 00:30-07:30	30.3476 p/kWh	269 kWh	£81.64

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,270.23



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: Yes
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3667 p/day	731 days	£909.12
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1399 p/kWh	2,028 kWh	£753.20

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,662.32



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 N12
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Standing Charge:	153.9998 p/day	731 days	£1,125.74
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1583 p/kWh	3,775 kWh	£1,402.73

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,528.47



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	140.7148 p/day	731 days	£1,028.63
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1995 p/kWh	1,358 kWh	£505.17

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,533.80



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 02
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 02 811 4
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.6443 p/day	731 days	£1,028.11
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.7592 p/kWh	286 kWh	£110.85
Night Unit Rate: 00:30-07:30	30.4040 p/kWh	213 kWh	£64.76

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,203.72



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.2869 p/day	731 days	£908.54
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.2218 p/kWh	1,056 kWh	£393.06

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,301.60



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 02
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 02 809 4
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.9270 p/day	731 days	£1,030.18
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:00-24:00	38.5866 p/kWh	2,265 kWh	£873.99
Night Unit Rate: 00:00-07:00	29.7056 p/kWh	1,678 kWh	£498.46

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,402.63



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 04 812 N12
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	156.1696 p/day	731 days	£1,141.60
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.6205 p/kWh	22,025 kWh	£8,506.17
Night Unit Rate: 00:30-07:30	30.2214 p/kWh	8,186 kWh	£2,473.92

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£12,121.69



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 N14
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Standing Charge:	408.0246 p/day	731 days	£2,982.66
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1175 p/kWh	72,277 kWh	£26,827.42

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£29,810.08



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.6546 p/day	731 days	£1,028.19
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.3401 p/kWh	624 kWh	£233.00

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,261.19



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 04
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 04 811 N12
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	156.8482 p/day	731 days	£1,146.56
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.6191 p/kWh	28,052 kWh	£10,833.43
Night Unit Rate: 00:30-07:30	30.2199 p/kWh	10,426 kWh	£3,150.73

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£15,130.72



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3923 p/day	731 days	£909.31
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1583 p/kWh	2,340 kWh	£869.50

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months **£1,778.81**



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 N14
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	413.4455 p/day	731 days	£3,022.29
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1120 p/kWh	138,322 kWh	£51,334.06

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months £54,356.35



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	140.8005 p/day	731 days	£1,029.25
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1476 p/kWh	2,402 kWh	£892.29

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,921.54



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Standing Charge:	140.9348 p/day	731 days	£1,030.23
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1202 p/kWh	4,038 kWh	£1,498.91

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,529.14



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 811 N12
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	156.5005 p/day	731 days	£1,144.02
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:30-00:30	38.7321 p/kWh	25,852 kWh	£10,013.02
Night Unit Rate: 00:30-07:30	30.3794 p/kWh	8,390 kWh	£2,548.83

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£13,705.87



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3900 p/day	731 days	£909.29
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1589 p/kWh	2,312 kWh	£859.11

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,768.40



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 7
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3063 p/day	731 days	£908.68
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.2006 p/kWh	1,292 kWh	£480.63

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months £1,389.31



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 01
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 01 801 1
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description

Price

Units

Costs

Standing Charge:	140.8698 p/day	731 days	£1,029.76
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1300 p/kWh	3,246 kWh	£1,205.24

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£2,235.00



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CFP300.00

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 03
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Non Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 03 801 E1B
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Quarterly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	124.3857 p/day	731 days	£909.26
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Unit Rate: 00:00-24:00	37.1601 p/kWh	2,260 kWh	£839.82

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£1,749.08



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [Redacted]
Tel: [Redacted]
Email: [Redacted]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness



Additional Services Schedule

Additional Service	Service Charge	Application Level
Consolidated Billing	No Charge	Customer : 2823276129



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Electricity Agreement Term Sheet

Parties to this Agreement

This Agreement (the 'Agreement') is between:
EDF Energy Customers Limited (company number 2228297) a company incorporated in England and Wales with its registered office at 90 Whitfield Street, London, W1T 4EZ ('we' and 'us');

and **Nehemiah Housing Association** ('you') with its office at c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Surrey, SM6 9AN.

Scope of this Agreement

It is agreed that we will supply you with electricity and you will take this electricity at the Supply Point(s) (and their Meter Identifiers) referenced in Q_1247341/8 and in accordance with the Terms and Conditions.

If any Supply Point details within the Price Schedule change during the Term of the Agreement, we reserve the right to apply Charges in accordance with the Terms and Conditions.

Term

Earliest Supply Start Date: **01/06/2022**

We will supply electricity to the Supply Point(s) listed within the Price Schedule from the Earliest Supply Start Date for the Term as outlined above. If, from the date of this Agreement (the Relevant Date), any Supply Point is being supplied by another electricity supplier, your Earliest Supply Start Date will be within twenty one (21) days of the Relevant Date unless the Earliest Supply Start Date is a later date or one of the conditions within the Supply provision of your Terms and Conditions apply.

Principal Terms

The following Principal Terms are the key provisions of your Agreement with EDF Energy. Your Agreement comprises the Terms and Conditions (T&Cs) and this Contract Information Pack, incorporating the Term Sheet, as provided to you by us. By signing and returning the Term Sheet you are confirming that you have read and have agreed to the terms of the Agreement, so please take some time to read this important information.

Charges

The Price Schedule contained within the Contract Information Pack sets out our agreed charges as at the date of the Agreement. The 'Charges, Invoices and Payment' and 'Variation' provisions of our T&Cs set out how we charge you, how we can change what we charge you, as well as other charges that may become due. This includes any charges as a result of changes to your Total Forecasted Consumption.

Alternative charges will apply to a Supply Point from the Earliest Termination Date, please see the 'Extension' provision of the T&Cs.

Duration

Your contract is legally binding from the date EDF Energy confirms acceptance in writing of the signed Term Sheet.

The Earliest Supply Start Date and Earliest Termination Date of your contract are shown on page 1 of this pack, as well as in the header of each page.

Certain provisions of the contract may continue after the Earliest Termination Date. The 'Ending the Agreement' provision of the T&Cs explains this.

Termination

The 'Ending the Agreement' provision of our T&Cs sets out how the Agreement may be terminated. We may charge you an Early Termination Charge if the Agreement is terminated early, or a Supply Point Removal Charge each time a Supply Point is removed from the Agreement in accordance with Schedule A of the T&Cs.

Credit Support and Advance Payments

We have the right to ask you for credit support which may include the payment of a security deposit. Please refer to the 'Credit Support and Advance Payments' provisions of the T&Cs for further details. We will communicate any request for a security deposit to you in writing (including email).

Liability

The 'Liability' section sets out the restrictions on either party's liability under the Agreement.

Additional Agreement Provisions

Acceptance clause: This Agreement is conditional upon all the Connection Conditions being satisfied in relation to the Supply Points identified in Price Schedule quote ref. Q_1247341/8.

If there are any Supply Points within the Price Schedule that you do not wish us to supply, or if any information provided at the time of quotation is found to be incorrect, we reserve the right to terminate this Agreement and/or withdraw the quotation.



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Electricity Agreement Term Sheet

Please remember

- Before signing please ensure that all the information in this contract information pack is correct
- Please make sure you have read through and accepted the terms as laid out in the Term Sheet as well as the full Terms and Conditions enclosed with the contract information pack
- If your payment is by Direct Debit you will also need to return your completed Direct Debit instruction alongside your signed Term Sheet
- If you use a third party intermediary to negotiate our Charges, their fees may be built into the Charges we charge you under this Agreement. It is your responsibility to make enquiries with such third party intermediary to ensure that you fully understand the nature of such third party intermediary's fee

Sign here

If **Nehemiah Housing Association** would like to enter into the Agreement with us on the basis of this quote, please sign and date the Term Sheet and return the signed Term Sheet to EDF Energy by either email or fax.

Please also ensure that the signed hard copy is posted to us at the address at the top of this sheet.

If a third party intermediary is acting on behalf of the Customer and intends to sign the contract, please note that a valid Power of Attorney in a form and substance acceptable to EDF Energy will also need to be submitted alongside the signed Term Sheet.

By signing and returning the Term Sheet you have confirmed that you have read and agreed to the Terms and Conditions.

This Agreement will only become legally binding once EDF Energy has confirmed acceptance in writing of your returned signed Term Sheet.

The 'Customer': Nehemiah Housing Association
Please use **BLACK INK** and **CAPITAL LETTERS**.

Print your name here:

Orlen Johnson

Sign here:

DocuSigned by:

Orlen Johnson

F8E3A56316744EC...

Job title:

Financial Controller

Date signed DD/MM/YYYY

12 May 2022 | 13:25 BST

Telephone number (including std code)

[REDACTED]

EDF Energy counter-signature sign here:

[REDACTED]

Date signed DD/MM/YYYY

[REDACTED]



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

NHH metering charges

The table below displays the indicative annual standard non half hourly (NHH) metering charges. The charges cover all relevant metering agent charges. Please note that these charges may be subject to change in line with the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions. We will notify you in writing should this occur.

Standard NHH metering charges

The prices apply to each NHH MPAN supplied under your Agreement with EDF Energy and may vary dependent on the Profile Class and Distribution Network Area of each MPAN. Please note that AMR metering and Smart metering charges are shown separately in the contract information pack.

GSP	_A	_B	_C	_D	_E	_F	_G	_H	_J	_K	_L	_M	_N	_P
Distribution Network Area	Eastern England	East Midlands	London	North Wales, Merseyside & Cheshire	West Midlands	North East England	North West England	Southern England	South East England	South Wales	South West England	Yorkshire	South Scotland	North Scotland
Profile 01	£14.38	£14.43	£13.58	£14.92	£14.43	£14.45	£14.70	£14.51	£10.70	£14.27	£13.47	£14.45	£14.96	£14.51
Profile 02	£19.18	£18.71	£18.38	£23.55	£18.71	£18.90	£21.35	£19.51	£15.50	£18.12	£17.32	£18.90	£23.92	£19.51
Profile 03	£16.58	£16.35	£15.78	£16.75	£16.35	£15.89	£24.51	£17.44	£12.90	£16.05	£15.25	£15.89	£16.80	£17.44
Profile 04	£21.78	£21.68	£20.98	£25.03	£21.68	£22.92	£25.92	£22.21	£18.10	£20.66	£19.86	£22.92	£25.29	£22.21
Profile 05-08	£78.92	£83.64	£74.82	£82.73	£83.64	£79.80	£84.37	£82.00	£74.81	£76.34	£72.22	£79.80	£82.73	£82.00
Profile UMS	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

AMR metering charges

The table below displays the indicative annual automatic meter reading (AMR) metering charges where your preferred agent charges us. The prices apply to each AMR MPAN supplied under your Agreement with EDF Energy and may vary dependent on the AMR charge band of each MPAN. The charges cover the combined AMR metering Agent charges incurred. Customers will be advised of instances where the charges are to exceed those set out in this table.

AMR agent charge table

Charge Band	NHH Agent charges	EDF Energy will invoice you
A00	£0.00	£0.00
A01	£0.01 to £15.00	£16.50
A02	£15.01 to £30.00	£34.50
A03	£30.01 to £45.00	£52.50
A04	£45.01 to £60.00	£70.50
A05	£60.01 to £75.00	£88.50
A06	£75.01 to £95.00	£112.00
A07	£95.01 to £115.00	£136.00

Charge Band	NHH Agent charges	EDF Energy will invoice you
A08	£115.01 to £135.00	£160.00
A09	£135.01 to £155.00	£184.00
A10	£155.01 to £175.00	£208.00
A11	£175.01 to £200.00	£237.50
A12	£200.01 to £225.00	£267.50
A13	£225.01 to £250.00	£297.50
A14	£250.01 to £275.00	£327.50
A15	£275.01 to £300.00	£357.50

Where we are providing AMR for Profile Class 05 - 08 MPANs through our preferred agent for the contract Term, our charges will be consistent with those set out in the standard NHH metering charges table.

**Contract Quote Reference:**

Q_1247341/8

Terms and Conditions**Reference:**

EDFENERGYPOMVOY132021

Relationship Contact:**Tel:****Email:****Quote Date:** 12/05/2022**Earliest Supply Start Date:** 01/06/2022**Earliest Termination Date:** 31/05/2024**Term:** 24 Months**Product:** Fixed - Peace of Mind with Upfront
Commission**Contact Address:** EDF Energy Medium
Business Sales, Gadeon House, Grenadier
Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Smart metering charges

The table below displays the indicative annual Smart metering charges. The charges cover all relevant Metering Agent Charges. Please note that these charges may be subject to change in line with the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions. We will notify you in writing should this occur.

Smart metering charge table

The prices apply to each Smart Meter MPAN supplied under your Agreement with EDF Energy.

Smart metering charge	£65.00 per annum
-----------------------	------------------



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Point and Cost Component Treatment

Price Point Description

Your Price Point determines whether the below cost components are charged on a Fixed Basis or a Pass Through Basis.

Price Point						
Cost Component		Fully Inclusive	Fully Inclusive Minus DUoS	Fully Inclusive Minus TNUoS	Fully Inclusive Minus DUoS & TNUoS	
					GSP	NBP
	Energy	Fixed	Fixed	Fixed	Fixed	Fixed
	Tloss	Fixed	Fixed	Fixed	Fixed	Pass Through
	TNUoS	Fixed	Fixed	Pass Through	Pass Through	Pass Through
	Dloss	Fixed	Fixed	Fixed	Fixed	Pass Through
	DUoS	Fixed	Pass Through	Fixed	Pass Through	Pass Through

Fixed = Charged on a Fixed Basis

Pass Through = Charged on a Pass Through Basis

Additional Cost Components

Electricity suppliers are the public face of the electricity industry. Part of our role therefore entails invoicing charges on behalf of other service providers in the supply chain, such as metering agents. These charges and how you pay for them are set out below:

Charged on a Fixed Basis and included in your unit rate

Hydro
Elxon
Low Carbon Charges (where applicable, dependent on your Electricity Source)

Charged on a Fixed Basis in addition to your unit rate (where applicable)

Standing Charge
Tax
Climate Change Levy (CCL)
CCL Exemption (CCLE) Charge

Charged in addition to your unit rate (where applicable)

Metering Agent Charges

Charged on a Fixed Basis and included in your unit rate (unless specified otherwise in your Terms and Conditions)

Renewable Obligation (RO)
Feed in Tariff (FIT)
Contracts for Difference (CfD)
Capacity Market (CM)
Balancing Services Use of System + Residual Cashflow Reallocation Cashflow (BSUoS + RCRC)

N.B. You can choose to pay your RO, FIT, CfD, CM and BSUoS + RCRC charges on either a Fixed or a Pass Through Basis. If Fixed, a forecast rate will be included within your unit rate.

Charged in the same manner as DUoS

Availability Charge
Excess Capacity Charge
Reactive Power Charge

Explanations of price points and cost components may be found in the Notes and Glossary sections. Please see the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions for more details regarding your charges.



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Our fuel mix

Every year we must publish details of the fuel sources we use to generate the electricity we supply to our customers. The information in the table below covers our supply licence for EDF Energy Customers Limited for the period from April 2020 to March 2021. Our customers' electricity is sourced from our own UK power stations, the wholesale energy market and other independent power generators. We are a major supporter of independent renewable generators.

	Coal	Gas	Nuclear	Renewable	Other	CO ₂ g/kWh	Radioactive waste g/kWh
EDF Energy's fuel mix	1.3%	7.5%	62.1%	29.0%	0.1%	42	0.0043
Contribution to our carbon emissions	30.8%	66.7%	0.0%	0.0%	2.5%		
UK average fuel mix	2.7%	38.2%	16.1%	40.3%	2.7%	182	0.0011

The figures for UK average fuel mix are provided by the Department for Business, Energy & Industrial Strategy (BEIS).

Depending on the tariff you are on, the fuel source and carbon emissions associated with the generation of your electricity may vary. For more information on our fuel mix, visit edfenergy.com/fuelmix.

EDF Energy's fuel mix per tariff or product	Coal	Gas	Nuclear	Renewable	Other	CO ₂ g/kWh	Radioactive waste g/kWh
Zero Carbon ¹	0.0%	0.0%	100.0%	0.0%	0.0%	0	0.0070
Renewable ²	0.0%	0.0%	0.0%	100.0%	0.0%	0	0.0000
All Other ³	4.0%	22.7%	38.8%	34.1%	0.4%	129	0.0027

(1) Zero carbon tariffs and product include any sold as nuclear backed such as Zero carbon for Business (formerly Blue for Business).

(2) All renewable tariffs and products (includes EV tariff)

(3) All other tariffs and products - tariffs not referred to as Zero Carbon or Renewable

The nuclear backed and renewable electricity we buy for Residential, SME, Zero Carbon for business (formerly Blue for Business) or Renewable tariffs and products is supplied into the National Grid. Customers receive that electricity through the National Grid, not directly from Zero-carbon generators.

Dispute Settlement

Talk to us about our service. We constantly monitor our service but if you do need to complain, it's easy and we'll listen.

To make a complaint, or for a copy of our complaints procedure, visit edfenergy.com/large-business/customers/complaints.

You can also call us on 0845 366 3664 for this or any other feedback.



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Notes

Climate Change Levy (CCL) (Registration No. 523 0412 02 0000)

The levy is part of a range of measures designed to help the UK meet its legally binding commitment to reduce greenhouse gas emissions.

It is chargeable on the industrial and commercial supply of taxable commodities for lighting, heating and power by consumers in the following sectors of business: industry, commerce, agriculture, public administration, and other services.

The levy does not apply to taxable commodities used by domestic consumers, or by charities for non-business use.

Where VAT is charged at the standard rate, CCL (plus VAT on CCL) will usually be added to the invoice.

Where VAT is charged at the reduced rate (for example when an electricity supply is used wholly or partly for domestic or charitable non-business use), or if you are on a renewable or Good Quality Combined Heat and Power (CHP) source contract, this proportion of the supply is automatically excluded from CCL.

If we elect to supply you with a higher proportion of CCL exempt power than the agreed CCL percentage exemption, or you are not on a renewable or Good Quality Combined Heat and Power (CHP) source contract but we elect to supply you with a proportion of power which is from renewable or CHP sources, you will be charged an amount equivalent to the CCL that you would have been charged on that power had it not been CCL exempt.

These rules are applied automatically at the time of invoicing.

Where VAT is charged at the standard rate but sites are entitled to full or partial relief from CCL, you will need to submit a PP11 supplier certificate for each site to advise us what percentage of relief is applicable.

PP11s are only available from HM Revenue & Customs (HMRC) and can be downloaded from their website: www.hmrc.gov.uk

Please note that PP11 supplier certificates are not transferable between electricity suppliers. Find out more on our website:

edfenergy.com/largebusiness

Code of Practice

The Code of Practice relates to meter and metering functionality. Meters have to meet set criteria under Codes of Practice.

These Codes lay down the specification of accuracy, parameters of recording information or data, type of data retrieval and how long the meter can stay on circuit.

The larger the supply the more accurate the meters have to become, and as such the electricity Codes of Practice (CoP) fall into bands of demand, as follows:

- CoP 1 >100MW
- CoP 2 >10MW up to 99.9MW
- CoP 3 >1MW up to 9.99MW
- CoP 5 >100kW up to 999.9kW

Your metering system may be changed to a different Code of Practice in the event of for example a change in capacity following an upgrade or downgrade of supply.

We reserve the right to apply Charges relevant to the new Code of Practice metering.

Rate Simplification

If you have chosen to have your price rates simplified, your invoices will still illustrate the complete rate structure for your site or MPAN, with the same price for each rate, e.g. if your site has two rates which cover day and night, both these rates will show the same price.

Triad Charges and Reconciliation Process

Transmission Network Use of System (TNUoS) is the charge the transmission company makes for transmitting power to the end user over its network.

The Transmission Network Use of System (TNUoS) charge is based on the Triad system for half hourly metered customers.

Where you have chosen to be priced at a price point where TNUoS is charged on a pass through basis, your TNUoS charge will be reconciled against the actual Triad costs published by National Grid. These costs are usually published in March each year.

To avoid a large invoice following the publication of the actual costs, we will include TNUoS within your charges each month, based on one of two methodologies:

1. Percentage of Maximum Demand

You will be charged a variable monthly fee. This will be calculated at the standard or agreed prevailing rate of your monthly maximum demand (kW) for each site. This will be no

less than 85% of the maximum demand.

2. Estimated kW Demand

For each Financial Year, you will be charged a fixed monthly fee, based on one twelfth of your forecasted Triad demand, for each site. Where your Earliest Supply Start Date is after the commencement of a Financial Year, or your Contract Term is less than 12 months, you will be charged a fixed monthly fee for that Financial Year, based on your forecasted Triad demand divided by the number of remaining months in that Financial Year.

Further information on the Triad mechanism is available in the Statement of the Use of System Charging Methodology.

GSP	Distribution Network Area	Distribution Company
_A	Eastern England	UK Power Networks
_B	East Midlands	Western Power Distribution
_C	London	UK Power Networks
_D	North Wales, Merseyside & Cheshire	SP Manweb
_E	West Midlands	Western Power Distribution
_F	North East England	Northern Powergrid
_G	North West England	Electricity North West Ltd
_H	Southern England	SSE Power Distribution
_J	South East England	UK Power Networks
_K	South Wales	Western Power Distribution
_L	South West England	Western Power Distribution
_M	Yorkshire	Northern Powergrid
_N	South Scotland	SP Power Systems
_P	North Scotland	SSE Power Distribution



Contract Quote Reference:
Q_1247341/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Glossary

Availability Charge is a charge the distribution company makes for providing an electricity supply connection to your site, up to an agreed maximum electrical load (kVA)

Balancing Services Use of System (BSUoS) is a charge that allows National Grid to recover the money it spends to balance the electricity system, which it needs to do for every second of the day. This maintains the quality and security of your electricity supply

Billing Cycle indicates the billing frequency for each site

Capacity Market (CM) is a charge for supporting both generators, who invest and agree to generate electricity and large users, who agree to generate electricity, and large users, who agree to reduce electricity consumption, to ensure there is enough capacity at times when demand is high and the network needs it the most

Climate Change Levy (CCL) is an amount equivalent to all climate change levy payable in respect of the supply calculated according to the Finance Act 2000 and all relevant secondary legislation and guidance thereto

Climate Change Levy Exemption Charge (CCLE) is a charge applied by us where you have entered into a contract to be supplied wholly or partly with Renewable Source or Good Quality CHP Source Electricity

Contracts for Difference (CfD) is a charge for the government initiative that encourages new investment in lowcarbon generation by providing investors a guaranteed income for the electricity they generate

Distribution Network Area is a geographical area within which electricity is distributed from the transmission network to the end user

Distribution Loss (Dloss) is energy lost as heat as it travels down the distribution wires. These losses increase with the distance the electricity has to travel

Distribution Use of System (DUoS) is the charge the distribution company makes for distributing power to the end user over its network

Electricity Source represents the energy sourcing mix for this contract

Elexon is a charge that covers Elexon's costs for administering the wholesale electricity balancing and settlement arrangements and the associated documentation to comply with Balancing and Settlement Code (BSC) for Great Britain

Excess Capacity Charge is a charge the distribution company makes when you exceed an agreed maximum electrical load (kVA). This is applicable from 1st April 2018

Feed in Tariff (FIT) is a charge to cover the cost of meeting the supplier's obligations under the Feed in Tariffs (Specified Maximum Capacity and Functions) Order 2010 as amended from time to time

Fully Inclusive is the point where your final electricity consumption is measured. Also known as 'customer meter'

Grid Supply Point (GSP) is a substation point where the transmission network connects to the local distribution network

Group Average Price (GAP) indicates where the total value of a contract for a group of sites has been averaged across those sites so that each site within the group has the same price

Hydro (also known as AAHEDC) is a charge to cover the tariff levied by National Grid from time to time in accordance with its Transmission Licence as part of the scheme for providing assistance with the high costs of distributing electricity in certain areas

LEC Backed % indicates the percentage of the supply normally chargeable for CCL that is eligible for exemption where you have entered into a contract to be supplied wholly or partly with Renewable Source or Good Quality CHP Source Electricity

Line Loss Factor Class (LLFC) is used to calculate the Distribution Use of System (DUoS) charges and Line Loss Factor (LLF) for the relevant MPAN

Low Carbon Charge is a charge applied by us where you have entered into a contract to be supplied wholly or partly by Pure Nuclear

Meter Administrator is a Qualified person appointed by a supplier in accordance with supplier volume allocation rules to calculate estimated energy consumption for equivalent unmetered supplies

Metering Agent Charges are charges associated with the metering for each site, including but not limited to: charges made by your Meter Operator, Data Collector, Data Aggregator, Meter Administrator and Settlement Agency Fees

Meter Timeswitch Class (MTC) is a three-digit code representing the type of metering system serving a customer's premises (indicates how many registers the electricity meter has and what times they will operate during the day)

Network Operator is the company responsible for managing the distribution system and electricity wires which transport electricity to your meter

Notional Balancing Point (NBP) is a virtual point where wholesale electricity is traded within the UK

Payment Terms means your agreed Payment Method and Payment Period for each site

Residual Cashflow Reallocation Cashflow (RCRC) is a debit or credit to all suppliers and generators ensuring that the total imbalance charge, set out by the Balancing and Settlement Code (BSC), is zero across all parties

Reactive Power Charge is a charge the distribution company makes for power which has not been efficiently converted (wasted power within the system) when operating certain types of equipment within the system) when operating certain types of equipment

Renewables Obligation (RO) is a charge to cover the cost of meeting the suppliers' obligations under the Renewables Obligation Order 2009 as amended from time to time

Settlement Agency Fee is a charge levied by Elexon for maintaining half hourly settlements. The charge is applied to each HH MPAN, irrespective of chosen Agent

Standing Charge is a fixed charge applicable to each MPAN

Supply Point means all of the Boundary Point Metering Systems (as defined by the BSC) and the Unmetered Supply Point(s) that are associated with the Site and set out on the Contract Information Pack

Tax is all taxes including the Fossil Fuel Levy, Value Added Tax and any other applicable taxes (other than Climate Change Levy). Taxes will be charged at the full rate unless you have notified us of any exemptions

Top Line of Supply Number contains additional information about your metering. The first two digits represent your Profile Class, the middle three digits represent your Meter Timeswitch Class and the last three digits represent your Line Loss Factor Class

Total Forecasted Consumption means the total sum of the Supply Point Total Forecasted Consumptions for the relevant Supply Points

Transmission Loss (Tloss) is energy lost as heat as it travels down the transmission wires. These losses increase with the distance the electricity has to travel

Transmission Network Use of System (TNUoS) is the charge the transmission company makes for transmitting power to the end user over its network

Triad Charging Method indicates which Triad charging method is applicable for attributing TNUoS charges to each MPAN

Voltage can either be Low Voltage Network, Low Voltage Substation, High Voltage Network, High Voltage Substation, Extra High Voltage

Volume Tolerance Threshold / Period means, periodically, the amount that you may deviate from your agreed consumption without being liable to pay tolerance charges expressed as a percentage / period figure



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Contract information pack for electricity

Contract quotation for Nehemiah

Housing Association

We are pleased to provide you with a quote for your electricity supply.

At EDF Energy we aim to provide a great value service and keep our prices competitive. With this in mind, please find enclosed your contract information pack which includes:

- This covering information sheet
- Price Schedule
- Quote Summary
- Notes and Glossary
- Agreement (Term Sheet & Terms and Conditions)

As you may be aware the wholesale cost of electricity is the main component of your prices and the UK electricity market is highly volatile. This means our quotes are subject to change and can be withdrawn without notice prior to the contract becoming legally binding. Unless otherwise indicated, terms used in this contract information pack bear the same meaning as are attributed to them in the Terms and Conditions, provided that if there is any conflict the provisions of the Terms and Conditions shall prevail.

If you would like to discuss any element of this documentation or have any queries, please feel free to contact us.

We hope to hear from you soon.

Yours sincerely

Nichola Sells
Account Manager, Mid Market

Key quote information

The quote within this pack is for a contract which has been quoted at Fully Inclusive Price Point. Please review the 'Quote Summary' within this pack for a summarised guide to the costs that are included and excluded in this quote.

The following information makes up this quote:

- Quote Date: 12/05/2022
- Earliest Supply Start Date: 01/06/2022
- Earliest Termination Date: 31/05/2024
- Term: 24 Months
- Terms and Conditions: EDFENERGYPOMVOY132021
- Number of Sites: 4
- Number of MPANs: 4
- Volume Tolerance Threshold / Period: N/A
- Payment Terms: Shown on Price Schedule
- Value Added Product(s): Yes

Next steps

Please review the information contained within this contract information pack to make sure that it is correct. Please contact us if any amendments are required.

1. Check the company details have been captured correctly within all pages of this contract information pack
2. Check with EDF Energy to see if this quote is still valid
3. Check that the details on the Price Schedule are as expected and that the consumption allocated to each supply is in line with your forecast for the duration of this contract
4. Make sure that the correct contract information pack is signed where more than one quote has been supplied. The Contract Quote Reference is located in the top left hand corner of each page

If you would like to enter into the Agreement with us on the basis of this quote, please sign and date the Term Sheet and return the signed Term Sheet to EDF Energy by either email or fax. Please also ensure that the signed hard copy is posted to us at the address at the top of this sheet.

Please remember

- By signing and returning the Term Sheet you have confirmed that you have read and agreed to the Terms and Conditions
- The contract will only become legally binding once EDF Energy has confirmed acceptance in writing of your returned signed Term Sheet
- To provide the necessary termination notice to your current electricity supplier if appropriate

Please note acceptance cannot be provided by telephone.



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Quote Summary

Customer name	Supply address	MPAN	Total forecast units	Total forecast standing charge	Total forecast availability charge	Total forecast unit costs	Total combined forecast costs	Price Point
Nehemiah Housing Association	[REDACTED]	[REDACTED]	124,679 kWh	£9,836.30	£6,241.98	£45,665.28	£61,743.56	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	335,373 kWh	£3,617.75	£2,455.86	£122,733.67	£128,807.28	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	25,331 kWh	£454.61	£0.00	£9,358.62	£9,813.23	Fully Inclusive
Nehemiah Housing Association	[REDACTED]	[REDACTED]	121,813 kWh	£2,283.34	£0.00	£44,999.49	£47,282.83	Fully Inclusive
Totals			607,196 kWh	£16,192.00	£8,697.84	£222,757.06	£247,646.90	

Please note that where applicable, the total combined forecast costs will include all charges levied by parties in the electricity supply chain, excluding Tax and Climate Change Levy.



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CUP.700

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 00
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 00 845 L03
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	1,345.5949 p/day	731 days	£9,836.30
Availability Charge:	4.6661 p/kVA/day	183 kVA	£6,241.98
Excess Capacity Charge:	8.2848 p/kVA/day		
Reactive Power Charge:	0.2180 p/kVArh		
Day Unit Rate: 07:00-24:00	38.2661 p/kWh	99,066 kWh	£37,908.69
Night Unit Rate: 00:00-07:00	30.2838 p/kWh	25,613 kWh	£7,756.59

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£61,743.56



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CUP.700

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 00
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 00 845 127
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information	Rate Description	Price	Units	Costs
	Standing Charge:	494.9046 p/day	731 days	£3,617.75
	Availability Charge:	4.6661 p/kVA/day	72 kVA	£2,455.86
	Excess Capacity Charge:	8.2848 p/kVA/day		
	Reactive Power Charge:	0.2180 p/kVArh		
	Day Unit Rate: 07:00-24:00	38.2392 p/kWh	266,478 kWh	£101,899.06
	Night Unit Rate: 00:00-07:00	30.2411 p/kWh	68,895 kWh	£20,834.61

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months £128,807.28



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CUP.700

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 00
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 00 845 N12
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	62.1896 p/day	731 days	£454.61
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:00-24:00	38.6675 p/kWh	20,127 kWh	£7,782.61
Night Unit Rate: 00:00-07:00	30.2845 p/kWh	5,204 kWh	£1,576.01

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£9,813.23



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Schedule

CR: CUP.700

Customer Information

Customer Name: Nehemiah Housing Association
Site Address: [REDACTED]
Billing Address: c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Wallington, Surrey, SM6 9AN

Meter Information

Profile Class: 00
MPAN: [REDACTED]
Energisation Status: Energised
Meter Type: Half Hourly
Voltage: Low Voltage Network
AMR: No
Smart Meter: No
Top Line of Supply Number: 00 845 N14
Distribution Network Area: West Midlands

Contract Information

Price Point: Fully Inclusive
Electricity Source: Standard 100%
LEC Backed %: No
Triad Charging Method: N/A
Billing Cycle / Payment Terms: Monthly / Bank Automated Clearing System, 21 Days
Group Average Price: No
Volume Tolerance Threshold / Period: N/A

Price Information

Rate Description	Price	Units	Costs
Standing Charge:	312.3590 p/day	731 days	£2,283.34
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 07:00-24:00	38.6639 p/kWh	96,789 kWh	£37,422.40
Night Unit Rate: 00:00-07:00	30.2793 p/kWh	25,024 kWh	£7,577.09

Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&Cs) for 24 Months

£47,282.83



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [Redacted]
Tel: [Redacted]
Email: [Redacted]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness



Additional Services Schedule

Additional Service	Service Charge	Application Level
--------------------	----------------	-------------------



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Electricity Agreement Term Sheet

Parties to this Agreement

This Agreement (the 'Agreement') is between:
EDF Energy Customers Limited (company number 2228297) a company incorporated in England and Wales with its registered office at 90 Whitfield Street, London, W1T 4EZ ('we' and 'us');

and **Nehemiah Housing Association** ('you') with its office at c/o Monarch Partnership, Monarch House, 7-9 Stafford Road, Surrey, SM6 9AN.

Scope of this Agreement

It is agreed that we will supply you with electricity and you will take this electricity at the Supply Point(s) (and their Meter Identifiers) referenced in Q_1247331/8 and in accordance with the Terms and Conditions.

If any Supply Point details within the Price Schedule change during the Term of the Agreement, we reserve the right to apply Charges in accordance with the Terms and Conditions.

Term

Earliest Supply Start Date: **01/06/2022**

We will supply electricity to the Supply Point(s) listed within the Price Schedule from the Earliest Supply Start Date for the Term as outlined above. If, from the date of this Agreement (the Relevant Date), any Supply Point is being supplied by another electricity supplier, your Earliest Supply Start Date will be within twenty one (21) days of the Relevant Date unless the Earliest Supply Start Date is a later date or one of the conditions within the Supply provision of your Terms and Conditions apply.

Principal Terms

The following Principal Terms are the key provisions of your Agreement with EDF Energy. Your Agreement comprises the Terms and Conditions (T&Cs) and this Contract Information Pack, incorporating the Term Sheet, as provided to you by us. By signing and returning the Term Sheet you are confirming that you have read and have agreed to the terms of the Agreement, so please take some time to read this important information.

Charges

The Price Schedule contained within the Contract Information Pack sets out our agreed charges as at the date of the Agreement. The 'Charges, Invoices and Payment' and 'Variation' provisions of our T&Cs set out how we charge you, how we can change what we charge you, as well as other charges that may become due. This includes any charges as a result of changes to your Total Forecasted Consumption.

Alternative charges will apply to a Supply Point from the Earliest Termination Date, please see the 'Extension' provision of the T&Cs.

Duration

Your contract is legally binding from the date EDF Energy confirms acceptance in writing of the signed Term Sheet.

The Earliest Supply Start Date and Earliest Termination Date of your contract are shown on page 1 of this pack, as well as in the header of each page.

Certain provisions of the contract may continue after the Earliest Termination Date. The 'Ending the Agreement' provision of the T&Cs explains this.

Termination

The 'Ending the Agreement' provision of our T&Cs sets out how the Agreement may be terminated. We may charge you an Early Termination Charge if the Agreement is terminated early, or a Supply Point Removal Charge each time a Supply Point is removed from the Agreement in accordance with Schedule A of the T&Cs.

Credit Support and Advance Payments

We have the right to ask you for credit support which may include the payment of a security deposit. Please refer to the 'Credit Support and Advance Payments' provisions of the T&Cs for further details. We will communicate any request for a security deposit to you in writing (including email).

Liability

The 'Liability' section sets out the restrictions on either party's liability under the Agreement.

Additional Agreement Provisions

Acceptance clause: This Agreement is conditional upon all the Connection Conditions being satisfied in relation to the Supply Points identified in Price Schedule quote ref. Q_1247331/8.

If there are any Supply Points within the Price Schedule that you do not wish us to supply, or if any information provided at the time of quotation is found to be incorrect, we reserve the right to terminate this Agreement and/or withdraw the quotation.



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Electricity Agreement Term Sheet

Please remember

- Before signing please ensure that all the information in this contract information pack is correct
- Please make sure you have read through and accepted the terms as laid out in the Term Sheet as well as the full Terms and Conditions enclosed with the contract information pack
- If your payment is by Direct Debit you will also need to return your completed Direct Debit instruction alongside your signed Term Sheet
- If you use a third party intermediary to negotiate our Charges, their fees may be built into the Charges we charge you under this Agreement. It is your responsibility to make enquiries with such third party intermediary to ensure that you fully understand the nature of such third party intermediary's fee

Sign here

If **Nehemiah Housing Association** would like to enter into the Agreement with us on the basis of this quote, please sign and date the Term Sheet and return the signed Term Sheet to EDF Energy by either email or fax.

Please also ensure that the signed hard copy is posted to us at the address at the top of this sheet.

If a third party intermediary is acting on behalf of the Customer and intends to sign the contract, please note that a valid Power of Attorney in a form and substance acceptable to EDF Energy will also need to be submitted alongside the signed Term Sheet.

By signing and returning the Term Sheet you have confirmed that you have read and agreed to the Terms and Conditions.

This Agreement will only become legally binding once EDF Energy has confirmed acceptance in writing of your returned signed Term Sheet.

The 'Customer': Nehemiah Housing Association
Please use **BLACK INK** and **CAPITAL LETTERS**.

Print your name here:

Orlen Johnson

Sign here:

DocuSigned by:

Orlen Johnson

F8E3A56316744EC...

Job title:

Financial Controller

Date signed DD/MM/YYYY

12 May 2022 | 13:25 BST

Telephone number (including std code)

[REDACTED]

EDF Energy counter-signature sign here:

[REDACTED]

Date signed DD/MM/YYYY

[REDACTED]



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

HH metering charges

Half hourly meters are normally read electronically by the appointed Data Collector through a telecommunications link.

It is advisable for you to negotiate direct contracts with your own preferred Meter Operator, and your own preferred half hourly Data Collector / Data Aggregator, to take advantage of the competitive market.

Where you do not, we will nominate one on your behalf, in accordance with industry guidelines. In the instance that you do not contract with and pay your metering agents directly, we will include any Metering Agent Charges on your monthly invoice.

An indicative schedule of charges is detailed here. This includes standard half hourly Data Collector / Data Aggregator and settlement agency fees, but excludes other charges (such as Meter Operator charges, Meter Asset Provider charges and charges for manual meter readings). Please note that these charges are indicative and may be subject to change.

Code of Practice

The Code of Practice relates to the meter and associated metering functionality. Please refer to the Notes for more information.

Code of Practice	Indicative charge per MPAN per month
5 - with communication link (remotely read)	£20.75 / month
Settlement Agency Fee	£0.70 / month
Total	£21.45 / month
3 - with communication link (remotely read)	£41.50 / month
Settlement Agency Fee	£0.70 / month
Total	£42.20 / month



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Smart metering charges

The table below displays the indicative annual Smart metering charges. The charges cover all relevant Metering Agent Charges. Please note that these charges may be subject to change in line with the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions. We will notify you in writing should this occur.

Smart metering charge table

The prices apply to each Smart Meter MPAN supplied under your Agreement with EDF Energy.

Smart metering charge	£65.00 per annum
-----------------------	------------------



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Price Point and Cost Component Treatment

Price Point Description

Your Price Point determines whether the below cost components are charged on a Fixed Basis or a Pass Through Basis.

Price Point						
Cost Component		Fully Inclusive	Fully Inclusive Minus DUoS	Fully Inclusive Minus TNUoS	Fully Inclusive Minus DUoS & TNUoS	
	Energy	Fixed	Fixed	Fixed	Fixed	Fixed
	Tloss	Fixed	Fixed	Fixed	Fixed	Fixed
	TNUoS	Fixed	Fixed	Pass Through	Pass Through	Pass Through
	Dloss	Fixed	Fixed	Fixed	Fixed	Pass Through
	DUoS	Fixed	Pass Through	Fixed	Pass Through	Pass Through

Fixed = Charged on a Fixed Basis

Pass Through = Charged on a Pass Through Basis

Additional Cost Components

Electricity suppliers are the public face of the electricity industry. Part of our role therefore entails invoicing charges on behalf of other service providers in the supply chain, such as metering agents. These charges and how you pay for them are set out below:

Charged on a Fixed Basis and included in your unit rate

Hydro
Elxon
Low Carbon Charges (where applicable, dependent on your Electricity Source)

Charged on a Fixed Basis in addition to your unit rate (where applicable)

Standing Charge
Tax
Climate Change Levy (CCL)
CCL Exemption (CCLE) Charge

Charged in addition to your unit rate (where applicable)

Metering Agent Charges

Charged on a Fixed Basis and included in your unit rate (unless specified otherwise in your Terms and Conditions)

Renewable Obligation (RO)
Feed in Tariff (FIT)
Contracts for Difference (CfD)
Capacity Market (CM)
Balancing Services Use of System + Residual Cashflow Reallocation Cashflow (BSUoS + RCRC)

N.B. You can choose to pay your RO, FIT, CfD, CM and BSUoS + RCRC charges on either a Fixed or a Pass Through Basis. If Fixed, a forecast rate will be included within your unit rate.

Charged in the same manner as DUoS

Availability Charge
Excess Capacity Charge
Reactive Power Charge

Explanations of price points and cost components may be found in the Notes and Glossary sections. Please see the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions for more details regarding your charges.



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Our fuel mix

Every year we must publish details of the fuel sources we use to generate the electricity we supply to our customers. The information in the table below covers our supply licence for EDF Energy Customers Limited for the period from April 2020 to March 2021. Our customers' electricity is sourced from our own UK power stations, the wholesale energy market and other independent power generators. We are a major supporter of independent renewable generators.

	Coal	Gas	Nuclear	Renewable	Other	CO ₂ g/kWh	Radioactive waste g/kWh
EDF Energy's fuel mix	1.3%	7.5%	62.1%	29.0%	0.1%	42	0.0043
Contribution to our carbon emissions	30.8%	66.7%	0.0%	0.0%	2.5%		
UK average fuel mix	2.7%	38.2%	16.1%	40.3%	2.7%	182	0.0011

The figures for UK average fuel mix are provided by the Department for Business, Energy & Industrial Strategy (BEIS).

Depending on the tariff you are on, the fuel source and carbon emissions associated with the generation of your electricity may vary. For more information on our fuel mix, visit edfenergy.com/fuelmix.

EDF Energy's fuel mix per tariff or product	Coal	Gas	Nuclear	Renewable	Other	CO ₂ g/kWh	Radioactive waste g/kWh
Zero Carbon ¹	0.0%	0.0%	100.0%	0.0%	0.0%	0	0.0070
Renewable ²	0.0%	0.0%	0.0%	100.0%	0.0%	0	0.0000
All Other ³	4.0%	22.7%	38.8%	34.1%	0.4%	129	0.0027

(1) Zero carbon tariffs and product include any sold as nuclear backed such as Zero carbon for Business (formerly Blue for Business).

(2) All renewable tariffs and products (includes EV tariff)

(3) All other tariffs and products - tariffs not referred to as Zero Carbon or Renewable

The nuclear backed and renewable electricity we buy for Residential, SME, Zero Carbon for business (formerly Blue for Business) or Renewable tariffs and products is supplied into the National Grid. Customers receive that electricity through the National Grid, not directly from Zero-carbon generators.

Dispute Settlement

Talk to us about our service. We constantly monitor our service but if you do need to complain, it's easy and we'll listen.

To make a complaint, or for a copy of our complaints procedure, visit edfenergy.com/large-business/customers/complaints.

You can also call us on 0845 366 3664 for this or any other feedback.



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Notes

Climate Change Levy (CCL) (Registration No. 523 0412 02 0000)

The levy is part of a range of measures designed to help the UK meet its legally binding commitment to reduce greenhouse gas emissions.

It is chargeable on the industrial and commercial supply of taxable commodities for lighting, heating and power by consumers in the following sectors of business: industry, commerce, agriculture, public administration, and other services.

The levy does not apply to taxable commodities used by domestic consumers, or by charities for non-business use.

Where VAT is charged at the standard rate, CCL (plus VAT on CCL) will usually be added to the invoice.

Where VAT is charged at the reduced rate (for example when an electricity supply is used wholly or partly for domestic or charitable non-business use), or if you are on a renewable or Good Quality Combined Heat and Power (CHP) source contract, this proportion of the supply is automatically excluded from CCL.

If we elect to supply you with a higher proportion of CCL exempt power than the agreed CCL percentage exemption, or you are not on a renewable or Good Quality Combined Heat and Power (CHP) source contract but we elect to supply you with a proportion of power which is from renewable or CHP sources, you will be charged an amount equivalent to the CCL that you would have been charged on that power had it not been CCL exempt.

These rules are applied automatically at the time of invoicing.

Where VAT is charged at the standard rate but sites are entitled to full or partial relief from CCL, you will need to submit a PP11 supplier certificate for each site to advise us what percentage of relief is applicable.

PP11s are only available from HM Revenue & Customs (HMRC) and can be downloaded from their website: www.hmrc.gov.uk

Please note that PP11 supplier certificates are not transferable between electricity suppliers. Find out more on our website:

edfenergy.com/largebusiness

Code of Practice

The Code of Practice relates to meter and metering functionality. Meters have to meet set criteria under Codes of Practice.

These Codes lay down the specification of accuracy, parameters of recording information or data, type of data retrieval and how long the meter can stay on circuit.

The larger the supply the more accurate the meters have to become, and as such the electricity Codes of Practice (CoP) fall into bands of demand, as follows:

- CoP 1 >100MW
- CoP 2 >10MW up to 99.9MW
- CoP 3 >1MW up to 9.99MW
- CoP 5 >100kW up to 999.9kW

Your metering system may be changed to a different Code of Practice in the event of for example a change in capacity following an upgrade or downgrade of supply.

We reserve the right to apply Charges relevant to the new Code of Practice metering.

Rate Simplification

If you have chosen to have your price rates simplified, your invoices will still illustrate the complete rate structure for your site or MPAN, with the same price for each rate, e.g. if your site has two rates which cover day and night, both these rates will show the same price.

Triad Charges and Reconciliation Process

Transmission Network Use of System (TNUoS) is the charge the transmission company makes for transmitting power to the end user over its network.

The Transmission Network Use of System (TNUoS) charge is based on the Triad system for half hourly metered customers.

Where you have chosen to be priced at a price point where TNUoS is charged on a pass through basis, your TNUoS charge will be reconciled against the actual Triad costs published by National Grid. These costs are usually published in March each year.

To avoid a large invoice following the publication of the actual costs, we will include TNUoS within your charges each month, based on one of two methodologies:

1. Percentage of Maximum Demand

You will be charged a variable monthly fee. This will be calculated at the standard or agreed prevailing rate of your monthly maximum demand (kW) for each site. This will be no

less than 85% of the maximum demand.

2. Estimated kW Demand

For each Financial Year, you will be charged a fixed monthly fee, based on one twelfth of your forecasted Triad demand, for each site. Where your Earliest Supply Start Date is after the commencement of a Financial Year, or your Contract Term is less than 12 months, you will be charged a fixed monthly fee for that Financial Year, based on your forecasted Triad demand divided by the number of remaining months in that Financial Year.

Further information on the Triad mechanism is available in the Statement of the Use of System Charging Methodology.

GSP	Distribution Network Area	Distribution Company
_A	Eastern England	UK Power Networks
_B	East Midlands	Western Power Distribution
_C	London	UK Power Networks
_D	North Wales, Merseyside & Cheshire	SP Manweb
_E	West Midlands	Western Power Distribution
_F	North East England	Northern Powergrid
_G	North West England	Electricity North West Ltd
_H	Southern England	SSE Power Distribution
_J	South East England	UK Power Networks
_K	South Wales	Western Power Distribution
_L	South West England	Western Power Distribution
_M	Yorkshire	Northern Powergrid
_N	South Scotland	SP Power Systems
_P	North Scotland	SSE Power Distribution



Contract Quote Reference:
Q_1247331/8
Terms and Conditions
Reference:
EDFENERGYPOMVOY132021

Relationship Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

Quote Date: 12/05/2022
Earliest Supply Start Date: 01/06/2022
Earliest Termination Date: 31/05/2024
Term: 24 Months

Product: Fixed - Peace of Mind with Upfront Commission
Contact Address: EDF Energy Medium Business Sales, Gadeon House, Grenadier Road, Exeter Business Park, Exeter, EX1 3UT
edfenergy.com/largebusiness

Glossary

Availability Charge is a charge the distribution company makes for providing an electricity supply connection to your site, up to an agreed maximum electrical load (kVA)

Balancing Services Use of System (BSUoS) is a charge that allows National Grid to recover the money it spends to balance the electricity system, which it needs to do for every second of the day. This maintains the quality and security of your electricity supply

Billing Cycle indicates the billing frequency for each site

Capacity Market (CM) is a charge for supporting both generators, who invest and agree to generate electricity and large users, who agree to generate electricity, and large users, who agree to reduce electricity consumption, to ensure there is enough capacity at times when demand is high and the network needs it the most

Climate Change Levy (CCL) is an amount equivalent to all climate change levy payable in respect of the supply calculated according to the Finance Act 2000 and all relevant secondary legislation and guidance thereto

Climate Change Levy Exemption Charge (CCLE) is a charge applied by us where you have entered into a contract to be supplied wholly or partly with Renewable Source or Good Quality CHP Source Electricity

Contracts for Difference (CfD) is a charge for the government initiative that encourages new investment in lowcarbon generation by providing investors a guaranteed income for the electricity they generate

Distribution Network Area is a geographical area within which electricity is distributed from the transmission network to the end user

Distribution Loss (Dloss) is energy lost as heat as it travels down the distribution wires. These losses increase with the distance the electricity has to travel

Distribution Use of System (DUoS) is the charge the distribution company makes for distributing power to the end user over its network

Electricity Source represents the energy sourcing mix for this contract

Elexon is a charge that covers Elexon's costs for administering the wholesale electricity balancing and settlement arrangements and the associated documentation to comply with Balancing and Settlement Code (BSC) for Great Britain

Excess Capacity Charge is a charge the distribution company makes when you exceed an agreed maximum electrical load (kVA). This is applicable from 1st April 2018

Feed in Tariff (FIT) is a charge to cover the cost of meeting the supplier's obligations under the Feed in Tariffs (Specified Maximum Capacity and Functions) Order 2010 as amended from time to time

Fully Inclusive is the point where your final electricity consumption is measured. Also known as 'customer meter'

Grid Supply Point (GSP) is a substation point where the transmission network connects to the local distribution network

Group Average Price (GAP) indicates where the total value of a contract for a group of sites has been averaged across those sites so that each site within the group has the same price

Hydro (also known as AAHEDC) is a charge to cover the tariff levied by National Grid from time to time in accordance with its Transmission Licence as part of the scheme for providing assistance with the high costs of distributing electricity in certain areas

LEC Backed % indicates the percentage of the supply normally chargeable for CCL that is eligible for exemption where you have entered into a contract to be supplied wholly or partly with Renewable Source or Good Quality CHP Source Electricity

Line Loss Factor Class (LLFC) is used to calculate the Distribution Use of System (DUoS) charges and Line Loss Factor (LLF) for the relevant MPAN

Low Carbon Charge is a charge applied by us where you have entered into a contract to be supplied wholly or partly by Pure Nuclear

Meter Administrator is a Qualified person appointed by a supplier in accordance with supplier volume allocation rules to calculate estimated energy consumption for equivalent unmetered supplies

Metering Agent Charges are charges associated with the metering for each site, including but not limited to: charges made by your Meter Operator, Data Collector, Data Aggregator, Meter Administrator and Settlement Agency Fees

Meter Timeswitch Class (MTC) is a three-digit code representing the type of metering system serving a customer's premises (indicates how many registers the electricity meter has and what times they will operate during the day)

Network Operator is the company responsible for managing the distribution system and electricity wires which transport electricity to your meter

Notional Balancing Point (NBP) is a virtual point where wholesale electricity is traded within the UK

Payment Terms means your agreed Payment Method and Payment Period for each site

Residual Cashflow Reallocation Cashflow (RCRC) is a debit or credit to all suppliers and generators ensuring that the total imbalance charge, set out by the Balancing and Settlement Code (BSC), is zero across all parties

Reactive Power Charge is a charge the distribution company makes for power which has not been efficiently converted (wasted power within the system) when operating certain types of equipment within the system) when operating certain types of equipment

Renewables Obligation (RO) is a charge to cover the cost of meeting the suppliers' obligations under the Renewables Obligation Order 2009 as amended from time to time

Settlement Agency Fee is a charge levied by Elexon for maintaining half hourly settlements. The charge is applied to each HH MPAN, irrespective of chosen Agent

Standing Charge is a fixed charge applicable to each MPAN

Supply Point means all of the Boundary Point Metering Systems (as defined by the BSC) and the Unmetered Supply Point(s) that are associated with the Site and set out on the Contract Information Pack

Tax is all taxes including the Fossil Fuel Levy, Value Added Tax and any other applicable taxes (other than Climate Change Levy). Taxes will be charged at the full rate unless you have notified us of any exemptions

Top Line of Supply Number contains additional information about your metering. The first two digits represent your Profile Class, the middle three digits represent your Meter Timeswitch Class and the last three digits represent your Line Loss Factor Class

Total Forecasted Consumption means the total sum of the Supply Point Total Forecasted Consumptions for the relevant Supply Points

Transmission Loss (Tloss) is energy lost as heat as it travels down the transmission wires. These losses increase with the distance the electricity has to travel

Transmission Network Use of System (TNUoS) is the charge the transmission company makes for transmitting power to the end user over its network

Triad Charging Method indicates which Triad charging method is applicable for attributing TNUoS charges to each MPAN

Voltage can either be Low Voltage Network, Low Voltage Substation, High Voltage Network, High Voltage Substation, Extra High Voltage

Volume Tolerance Threshold / Period means, periodically, the amount that you may deviate from your agreed consumption without being liable to pay tolerance charges expressed as a percentage / period figure

SEFE Energy Contract Option Gas Supply Agreement

Contract Reference Number: AG05100044

Your details

Customer name	NEHEMIAH UNITED CHURCHES HOUSING	
Customer company number	IP25952R	
Customer registered address	1-3 Beacon Court Birmingham Road Great Barr BIRMINGHAM B43 6NN United Kingdom	
Contact details	Name	Kieron Blundell
	Email	
	Telephone	
Micro business customer? ^[1]	No.	

Product details: Supply of Natural Gas

The charges set out in this Contract Option are valid for a limited period only and we may, should the market price for supply increase in the time you take to return this contract option, provide you with an updated proposal which will supersede this proposal. The agreement between us will only become binding when we confirm to you or your broker by email that the charges have been agreed, following which we will provide you or your broker with a countersigned copy of the agreement.

Product Type: SEFE Energy Shield

For the purpose of this product the agreement shall exclude clause 5.2 (e) of the general terms and conditions for supply.

	Volume kWh	Volume %	Period
Annual Consumption	1,964,487	100	Annual
Minimum Consumption	1,669,814	85	Annual
Maximum Consumption	2,062,711	105	Annual

Payment details

Payment type	Receipt of Bill
Payment terms	21 days from date of invoice

[1] Under standard licence condition 7A of our gas supply licence we must take all reasonable steps to identify whether you are classified as a micro business customer. We will class you as a micro business customer if (i) your total gas consumption is less than 293,071 kWh per year; or (ii) you employ less than 10 people and your turnover is less than EUR 2 million. Please advise us if you employ less than 10 people and your turnover is less than EUR 2 million as additional terms will apply to your agreement with us. Our micro business terms can be viewed on our website at www.sefe-energy.co.uk/terms

SEFE Energy Contract Option Gas Supply Agreement

Agreement

The agreement between us comprises this contract option and SEFE Energy's general terms and conditions for supply (together referred to as the '**agreement**'), receipt of which you acknowledge.

By signing this contract option, you:

1. agree to the terms of the **agreement**;
2. agree to SEFE Energy using the **personal information** you provide to us for the marketing and market research purposes described in the **general terms** and privacy policy (unless you indicate otherwise below);
3. where you have chosen to pay by direct debit, consent to execute and be bound by the direct debit mandate we provide to you;
4. confirm that you are duly authorised to enter into this **agreement** for supply and have the ability to make payment for supply in accordance with the terms of the **agreement**.

Customer

Signed 
DocuSigned by:
F8E3A56316744EC...

Name Orlen Johnson
 (please print)

Position Financial Controller

Date 27 October 2022 | 09:33 BST

SEFE Energy

Signed 
 Name S. Duffy
 (please print)

Position Senior Welcome Team Executive

Date 27.10.2022

Use of personal information

We look after your **personal information** carefully, in line with data protection and privacy laws. For more detail on what information we collect about you and how we use that information, please read our privacy policy which is available at www.sefe-energy.co.uk/privacy-policy.

We may update our privacy policy from time to time so it's a good idea to come back and read it again, from time to time.

SEFE Energy Contract Option Gas Supply Agreement

Site supply details

Site name and address	Delivery Agreement	MPRN	Start date (0500 hrs)	End date (0500 hrs)	Charges		AQ	DM SOQ	Interruptible (Yes/No)
					Unit rate p/kWh	Daily standing charge £			
	AG05100046		01/12/2022	30/11/2024	14.1414	0.186949	1	N/A	Yes/No
	AG05100051		01/12/2022	30/11/2024	14.1414	1.309088	36,522	N/A	Yes/No
	AG05100054		01/12/2022	30/11/2024	14.1414	0.193773	281	N/A	Yes/No
	AG05100060		01/12/2022	30/11/2024	14.1414	1.441132	41,208	N/A	Yes/No
	AG05100064		01/12/2022	30/11/2024	14.1414	0.186949	1	N/A	Yes/No

SEFE Energy Contract Option Gas Supply Agreement

Site name and address	Delivery Agreement	MPRN	Start date (0500 hrs)	End date (0500 hrs)	Charges		AQ	DM SOQ	Interruptible (Yes/No)
					Unit rate p/kWh	Daily standing charge £			
	AG05100068		01/12/2022	30/11/2024	14.1414	0.262376	36	N/A	Yes/No
	AG05100072		01/12/2022	30/11/2024	14.1414	10.022756	552,023	N/A	Yes/No
	AG05100078		01/12/2022	30/11/2024	14.1414	0.262376	112	N/A	Yes/No
	AG05100082		01/12/2022	30/11/2024	14.1414	0.186949	1	N/A	Yes/No
	AG05100086		01/12/2022	30/11/2024	14.1414	6.62378	413,763	N/A	Yes/No
	AG05100091		01/12/2022	30/11/2024	14.1414	10.83406	813,848	N/A	Yes/No

SEFE Energy Contract Option
Gas Supply Agreement

Site name and address	Delivery Agreement	MPRN	Start date (0500 hrs)	End date (0500 hrs)	Charges		AQ	DM SOQ	Interruptible (Yes/No)
					Unit rate p/kWh	Daily standing charge £			
	AG05100094		01/12/2022	30/11/2024	14.1414	2.515058	106,691	N/A	Yes/No

General terms for the supply of gas, electricity or both

We (SEFE Energy Limited, t/a SEFE Energy) and you (the “Customer” identified in the contract option) have decided to enter into an agreement for the supply of gas, electricity or both. These **general terms** apply in addition to the **contract option** and, where applicable, the **product schedule**, which together make up the agreement between us.

If you are a **microbusiness customer**, you will be provided with details of the principal terms and conditions for **microbusiness customers**. You should read the principal terms in conjunction with these **general terms**. Please refer to clauses 2.9, 2.10, 2.11, 11.5.1, 11.14(i) and 17.5 of these **general terms** for details which are specific to **microbusiness customers**.

1 MEANINGS OF THE WORDS USED IN THIS AGREEMENT

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

“**act(s)**” means the Gas Act 1986 for the supply of gas and the Electricity Act 1989 for the supply of electricity;

“**advanced meter**” means a gas or electricity meter that either on its own or with an ancillary device, in compliance with any relevant industry requirements, provides measured gas or electricity consumption data for multiple time periods, and is able to provide such data remotely;

“**agent**” means a **data collector**, **meter reader**, **meter asset manager**, **data aggregator**, **meter asset provider**, and/or a **meter operator** (as relevant), together with any other third party appointed to act for or on behalf of one of us;

“**agreement**” means the agreement between you and us which includes these **general terms** the **contract option** and, where applicable, the **product schedule**;

“**AQ**” means the annual quantity of gas in KWh as determined by the relevant **transporter**;

“**authority**” means the Gas and Electricity Markets Authority (GEMA) or **Ofgem** as appropriate;

“**averaging period**” has the meaning given to it in paragraph 20 of Schedule 6 of the Finance Act 2000;

“**balancing transaction**” means any trade by the **transporter** to balance the supply network;

“**BSC**” means the Balancing and Settlement Code prepared by Elexon, as amended from time to time;

“**business day(s)**” means any day on which the clearing banks in the City of London are open;

“**charges**” means the amount payable by you to us as shown in or calculated in accordance with these **general terms**, the **contract option** and/or where applicable the **product schedule**;

“**CCL**” means climate change levy, the tax that commercial and industrial customers must pay for using gas or electricity (or both) as set out in Schedule 6 of the Finance Act 2000;

“**commencement date**” has the meaning given to it in clause 2.1;

“**commercial card**” means a card that is issued to a business (whether to a company, a partner in a partnership or a sole trader) or a public body, is used to pay business expenses, and any payments made are charged directly to the account of the business or public body;

“**confidential information**” has the meaning given to it in clause 8.1;

“**control**” means the power to direct or cause the direction of your business, whether as a result of share ownership, voting powers or powers conferred by any document regulating your business;

“**contract option**” means the document containing your business details and details of the product, which you sign to indicate your acceptance of the **agreement**;

“**data aggregator**” means a third party who receives information from the **data collector** and the **meter operator** and aggregates it for the purpose of enabling suppliers to agree the volume of electricity supplied;

“**data collector**” or “**meter reader**” means a third party who collects data from the **meter**;

“**deemed contract**” means a contract between us that is implied by the **act(s)** and which is subject to our **deemed contract rates**;

“**deemed contract rates**” means the rates and charges published on our website and updated from time to time that are deemed to apply where a **deemed contract** arises in accordance with the **act**;

“**de-energise**” means to stop the flow of electricity from a **meter**;

“**default system marginal price**” has the meaning set out in the **Uniform Network Code**;

“**de minimis limit**” means the maximum amount, per kWh, of electricity or gas supplied per day that does not benefit from any exemption from **CCL** pursuant to Schedule 6 Article 9.1 of the Finance Act 2000;

“**delivered volume**” means the volume of gas, electricity or both that we deliver to you at your **site(s)**;

“**delivery shortfall**” means the difference between the **minimum consumption** less the total **delivered volume** for the **supply period**;

“**disconnect**” means removing the **supply** to a **meter** (which may include the removal of a **meter**);

“**EAC**” means the estimated annual consumption of electricity in kWh as determined by you;

“**end date**” means the date on which **supply** will stop: (i) as shown in the **contract option** or **product schedule** (as applicable), being the latest ‘end date’ listed for the **site(s)**; or (ii) in the case of an extended supply period, on the revised latest **end date** that is shown on a subsequent **contract option product schedule** or variation agreement as applicable; or (iii) where this **agreement** is terminated in accordance with its terms; or (iv) in the case of a **deemed contract**, on the date that you enter into a formal supply agreement with us, or transfer to an alternative supplier, or that the **supply** to the **site(s)** is disconnected;

“**end notice**” has the meaning set out in clause 4.17 below;

“**equipment**” means any part of the **meter** installation, including a **meter**, **smart metering equipment**, data loggers, mains, pipes, telecommunications or other equipment provided for the purpose of supplying and ascertaining the quantity of **supply**;

“**exempt distribution system**” has the meaning set out in the **act**;

“**fixed customer**” means a customer whose **agreement** for **supply** consists of a **contract option** and the **general terms**;

“**flex customer**” means a customer whose **agreement** for **supply** consists of a **contract option**, **product schedule** and the **general terms**;

“**force majeure event**” has the meaning set out in clause 15 below;

“**general terms**” means these general terms and conditions governing **supply** to you;

“**good quality CHP**” has the meaning given to it in Guidance Note 10 issued by the Department of Energy and Climate Change (now Department for Business, Energy & Industrial Strategy);

“**green deal charges**” has the meaning given to it in the Energy Act 2011;

“**green deal premises**” means a premises in respect of which **green deal charges** are owed to a **green deal provider**;

“**green deal provider**” has the meaning given to it in the Energy Act 2011;

“**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);

“**insolvency office-holder**” means the administrator or the supervisor of the voluntary arrangement, as applicable;

“**isolate(d)**” or “**isolation**” means where no gas can flow directly or indirectly from the **transporter’s** network;

“**maximum consumption**” means: (i) the maximum amount of gas, electricity or both that we will be required to supply to the **site(s)** in any period as specified in the **contract option** or **product schedule** or (ii) where your **agreement** is concluded verbally, 120% of the **EAC** or the **AQ**, as applicable for the relevant **site**;

“**meter**” means the equipment (including **advance meters**) measuring the amount of gas or electricity you use at a **site(s)**;

“**meter asset manager**” or “**MAM**” means a third party who manages the performance and safety of a **meter** during its lifecycle;

“**meter asset provider**” means the third party who provides a **meter** to you;

“**meter number**” means the unique meter reference number assigned by the **transporter** to each **meter**, being an MPRN for a gas **meter** and a supply number for an electricity **meter**;

“**meter operator**” means a **meter asset manager** and/or **meter asset provider**;

“**microbusiness customer**” means a customer: (i) where the **agreement** is for the supply of gas, consuming less than 293,071 kWh’s of gas a year or where the **agreement** is for the supply of electricity, consuming less than 100,000 kWh’s of electricity a year; or (ii) having fewer than ten (10) employees and having an annual turnover or annual balance sheet total of less than two million Euros (€2,000,000). Any customer falling within these parameters will automatically be a **microbusiness customer**;

“**minimum consumption**” means: (i) the minimum amount of gas, electricity or both that we will supply to you in any period as specified in the **contract option** or **product schedule** (where applicable); or (ii) where your **agreement** is concluded verbally, 80% of the **EAC** or the **AQ**, as applicable for the relevant **site**;

“**network operator**” has the meaning given to it in National Grid’s Grid Code, as amended from time to time;

“**new connections**” means the provision of infrastructure to connect your **site(s)** to a **transporter’s** network;

“**Ofgem**” means the Office of Gas and Electricity Markets, which regulates electricity and gas markets in Great Britain;

“**out of contract rate**” means the rate (published on our website) which we charge customers for **supply** when they have not transferred supplier even though their **agreement** with us has ended;

“**personal information**” means any personal information we hold about you (if you are an individual) or any individuals engaged by you (including directors, employees or other staff) such as names, addresses and e-mail addresses;

“**price**” means the **charges** and any other amounts which we have the right to include in an invoice (without deduction or set off) together with any **VAT** and/or **CCL** payable;

“**product schedule**” means, if applicable, the schedule to these **general terms** (and including any Annexes to it) describing the **supply** and including specific provisions relating to the way on which the **supply** is made;

“**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;

“**renewable energy**” means energy generated from renewable electricity sources that is exempt from **CCL** in accordance with paragraph 19 of Schedule 6 of the Finance Act 2000;

“**renewal price**” means the price that we quote to you for **supply** for a subsequent **supply period**;

“**settlement period**” has the meaning given to it in the **BSC**, being a period of 30 minutes beginning on the hour or the half-hour;

“**site(s)**” means the premises and/or property we **supply** to as detailed in the **product schedule** or **contract option**;

“**smart metering equipment**” means any of the following (as applicable):

- (a) a data logging device for connection to a **meter**; or
- (b) a communications capable smart metering system, which complies with any relevant industry requirements; or
- (c) an **advanced meter**.

“**SOQ**” means the “Supply Offtake Quantity” of the **meter**, which represents the maximum daily consumption for the **meter**;

“**start date**” means: (i) the earliest ‘start date’ shown in the **product schedule** or **contract option** (as applicable) or the earliest date on which we become registered as the supplier for your **site(s)**, whichever is the later; or (ii) for a **deemed contract**, the date on which we become registered as the supplier;

“**supplier certificate**” means any certificate, document or evidence as required by HM Revenue & Customs, which details and substantiates the amount of your **supply** which is eligible for relief from CCL pursuant to Schedule 6 Article 125 of the Finance Act 2000 and HMRC Notice CCL1/3 Reliefs and special treatments for taxable supplies. This includes, but is not limited to, the CCL PP11 exemption certificate;

“**supplier of last resort**” means a licensed supplier appointed by the **authority** under a last resort direction made under the **act(s)**;

“**supply**” means the supply to you of gas, electricity or both as identified in the **contract option**;

“**supply period**” means the period from the **start date** to the **end date**;

“**system average price**” has the meaning given to it in the **Uniform Network Code**;

“**system buy price**” means:

- (a) for the supply of gas, the higher of: (i) the **system average price** (plus the **default system marginal price**), and; (ii) the highest **balancing transaction** made by the **transporter(s)** in the relevant period; and
- (b) for the supply of electricity, has the meaning given to it in the **BSC**, being the weighted average of accepted offers in a **settlement period**;

“**term**” has the meaning given to it in clause 2.1 below;

“**termination notice**” means a notice given by you to terminate the **agreement** in accordance with clause 11.5 below;

“**transporter**” means the owner of the relevant transportation system, distribution system or transmission system;

“**Uniform Network Code**” means the code of that name prepared by the Joint Office of Gas Transporters, as amended from time to time;

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

“**voluntary arrangement**” means either a company voluntary arrangement or an individual voluntary arrangement, as applicable.

2 THE AGREEMENT

- 2.1 Your **agreement** starts on the date on which you receive an email from us confirming our acceptance of the **agreement** (following which you will receive a countersigned copy of the **agreement**) (the “**commencement date**”). Your **agreement** will continue until the **end date** (the “**term**”) unless it is terminated in accordance with these **general terms**.
- 2.2 During the **term** of the **agreement**, we will **supply** gas, electricity or both to you in accordance with the terms of the **agreement**.
- 2.3 By agreeing to the terms of the **agreement**, you warrant that:

(a) you own or have the right to enter into this **agreement** in respect of each **site** which we are being requested to **supply**;

(b) the gas, electricity or both that we **supply** to you is for your own consumption; and (c) you are not a domestic user.

If any of the warranties given in clause 2.3 ceases to be true at any time, you shall inform us immediately in writing (which may include by email).

- 2.4 We will complete the transfer of your **site(s)** to us within 21 days of the **commencement date**, unless:

- (a) the **start date** shown on the **contract option** is more than 21 days from the **commencement date** (in which case we will complete the transfer by the **start date** on the **contract option**, unless any of 2.4(b) to (e) below applies); or
- (b) you notify us that you no longer wish such transfer to take place; or
- (c) another supplier prevents the transfer from taking place; or
- (d) we do not have all the information we need to complete the transfer (despite having taken all reasonable steps to obtain it); or
- (e) we are prevented from completing the transfer due to a circumstance outside our control which we have taken all reasonably practicable steps to resolve; or
- (f) your **site** is part of an **exempt distribution system**. If any of the circumstances in 2.4 (c) to (e) apply, we will ensure that the relevant **site(s)** transfer to us as soon as reasonably practicable and, in any event, within 21 days of the date on which such circumstance ends.

- 2.5 If **site(s)** do not transfer to us on time for any reason and the failure to transfer is not as a result of: (i) our failure to comply with the terms of this **agreement**; and/or (ii) our failure to comply with our obligations as a supplier of gas and/or electricity; we will have the right to invoice you for our losses in relation to gas or electricity we have purchased in anticipation of the **supply** to you. You must pay the invoice within ten (10) days of the date of the invoice.

Deemed contracts

- 2.6 A **deemed contract** arises if you’ve become responsible for **site(s)** where we currently supply energy and/or there are standing charges applicable to the **site(s)**, but you have not entered into an **agreement** with us for that energy and/or standing charges.

- 2.7 If you have a **deemed contract** with us:

- (a) these **general terms** will apply to the **deemed contract**, with the exception of clauses 2.1, 2.3, 2.4, 2.5 and 2.9; and
- (b) we will charge you for **supply** at our **deemed contract rates**.

- 2.8 You can end your **deemed contract** at any time by:

- (a) entering into an **agreement** with us;
- (b) transferring to another energy supplier; or
- (c) asking us to permanently disconnect the **supply** to your **site(s)**.

For the avoidance of doubt, if you have a **deemed contract** you are not required to provide us with any notice should you wish to transfer to another supplier.

Microbusiness customers

- 2.9 If you are a **microbusiness customer**, you will:

- (a) be provided with details of the principal terms and conditions for **microbusiness customers** which will apply in addition to these **general terms**; and
- (b) within ten (10) days of entering into the **agreement**, receive copies of the **general terms**

- and a statement of the renewal terms which will apply at the **end date**; and
- (c) be contacted at least sixty (60) days before the **end date** with details of the options available to you.

2.10 Specific terms apply to **microbusiness customers** in relation to termination of this **agreement**. These are set out in clauses 11.5.1 and 11.13 (i).

2.11 This clause 2.11 provides notice to you that we intend to obtain data that shows us the quantity of gas, electricity or both supplied to the **site(s)** in any one or more periods of less than one month (the "**granular data**") and that we may use this **granular data** to help us to provide energy services under this **agreement**. You may at any time object to us obtaining the **granular data** by providing written notice to us (which may be given by email). If you object we will only collect or store the **granular data** to the extent required to: (i) meet our obligations under the **agreement**; and/or (ii) comply with our licence conditions.

3 OUR OBLIGATIONS

3.1 Our obligation to **supply** you is conditional upon the following requirements:

- (a) your credit score (and/or any credit support we request) being acceptable to us;
- (b) us having a licence to **supply** the **site(s)** in accordance with the relevant **act**;
- (c) the **transporter** approving **supply** to you;
- (d) where we supply gas to you under this **agreement**, you having notified us, at least 28 **business days** before the **start date** of the name, telephone and facsimile numbers of three representatives who can be contacted in an emergency for each of the **sites**. If these persons or details should change, you must notify us immediately;
- (e) us being registered as the sole supplier for each **meter**;
- (f) you providing us with the **meter number** for each **meter**;
- (g) the **sites** being connected to a **transporter's** network;
- (h) **agents** being appointed for each **meter**; and
- (i) the **site(s)** not being a **green deal premises**.

3.2 If any of the conditions listed in clause 3.1 stops being satisfied or the warranties you give at clause 2.3 cease to be true at any time during the **term** in relation to one or more **sites**: (i) our obligation under this **agreement** to **supply** those **sites** will come to an end; (ii) we may, if we choose, also stop **supply** to the other **sites** covered by this **agreement**; and (iii) we may recover from you any costs we incur relating to your failure to satisfy such conditions or give such warranty.

3.3 If you satisfy the requirements in clause 3.1, we will **supply** you in accordance with the **act**. Title and risk of the gas or electricity will pass to you at the **meter**.

3.4 We will act as a **reasonable and prudent operator** when carrying out our obligations under this **agreement**.

3.5 We will perform those obligations for which we are responsible as set out in clause 4 below.

4 THE OBLIGATIONS

Meters and Access

4.1 You must ensure that **equipment** installed by you at your **sites** is suitable for **supply**. If your **equipment** is not suitable for **supply**, or if we have to do anything to ensure the safety of **supply** to the

site(s) or **meters**, we will arrange for the installation, maintenance or replacement of the **equipment** and, where we reasonably believe that the reason for such installation, maintenance or replacement is as a result of your failure to maintain, properly use or wilfully damage the **equipment**, you will pay our costs for doing this in accordance with clauses 5 and 6 below. If, during the **term**, your **equipment** is replaced because you choose to upgrade it or because you require different **equipment** for your business needs, this shall be at your own cost. You must also notify us of this replacement and ensure that the new **equipment** is suitable for **supply**.

4.2 You agree to:

- (a) protect the **equipment** against physical damage (howsoever caused) and any other interference (whether caused by third parties or not), ensure that the **meter** and its housing complies with all applicable regulations and not dispose of or use the **equipment** other than to comply with your obligations under this **agreement**;
- (b) provide power, water and drainage as required for the **equipment**;
- (c) ensure that all **equipment** installed is kept in proper order for the purpose of accurately registering the quantity of gas or electricity supplied;
- (d) at all times provide safe and reasonable access to all **equipment**; and
- (e) at all times keep the **equipment** properly insured.

4.3 You will notify us, as soon as reasonably practicable, where changes are made to any **equipment** and will, at all times, be responsible for maintaining and ensuring the safety of all **equipment**, unless otherwise notified by us. You will provide proof, on demand, in a form reasonably satisfactory to us, that you are complying with this maintenance requirement.

4.4 If either of us believes that there is a problem with the accuracy of the **meter**, we will notify the other. Where either of us provides such a notification to the other, we will ensure that the **meter** is examined as soon as practicable in accordance with the **act**. The **meter** will continue to be deemed to be accurate until the examination of it has conclusively found it to register inaccurately. Except where the **meter** is owned by us or the **transporter** or **agent** appointed by us, you will be responsible for all costs incurred by us where it is found to register inaccurately in violation of the requirements under the **act**. If, however, the **meter** is found to register accurately then the costs will be paid by the person that provided the original notification.

4.5 You will continue to make payment for **supply** under this **agreement** where a dispute as to the accuracy of a **meter** has been raised in accordance with clause 4.4. If it is found that the **meter** is registering inaccurately, we will have the right to invoice you for any additional costs (and you will be required to make payment for such costs in accordance with this **agreement**) or we may, where money is owed to you, set this off against any future invoices or make a refund of the amount to you, at our discretion.

4.6 Where your **meter** is a half hourly **meter**, you will ensure that you have entered into an agreement with a **meter operator** before the **start date**.

4.7 You will ensure that your **agents** operate at all times as **reasonable and prudent operators** and will be responsible for all

costs that we incur as a result of damage caused to, or removal of, the **equipment**.

- 4.8 You will notify us as soon as reasonably practicable if you believe that there has been damage to or interference with **equipment** and agree to provide us with all information, which we may reasonably require in relation to such damage or interference. If you wilfully damage or interfere with any **equipment**, we may immediately end this **agreement**, and you will indemnify us for all costs we reasonably incur.
- 4.9 You will ensure that all installations, plant and **equipment** for which you are responsible comply with any relevant law or regulation and that you perform your obligations under this **agreement** as a **reasonable and prudent operator**.
- 4.10 We will appoint an **agent** to read the **meter** in accordance with normal industry meter reading cycles, and you may inform us that you wish to provide **meter** reads to us directly (either yourself or via your third party supplier). In the case that you wish to provide **meter** reads, you will ensure that they are provided to us: (i) in accordance with applicable industry meter reading cycles; (ii) within the timescale notified by us; and (iii) in a format that can be electronically sent and loaded onto our systems. If you fail to comply with (i), (ii) or (iii) above we reserve the right to invoice you for the costs we have incurred in appointing an **agent** to read the **meter**.
- 4.11 Where you are the 'meter owner' as defined in the **act**, you will be responsible for your **equipment** on your site(s) and comply with all obligations under this clause 4.
- 4.12 Where we choose, or have an obligation, to install **smart metering equipment** to a **site**, we will install the relevant **smart metering equipment** to comply with our choice or obligation and will have the right to do so at any point throughout the duration of this **agreement**. You agree to provide us or our **agent** with access to install the **smart metering equipment** and you agree to co-operate fully with us or our **agent** in carrying out the installation. Unless otherwise agreed, you will not incur any expense in relation to an installation under this clause 4.12. Where you request that we provide you with data from the **smart metering equipment** we may agree to do so but reserve the right to charge you additional costs for providing such data.

Your supply

- 4.13 Where **supply** to you is curtailed by the **transporter** as a result of **firm load shedding** due to a **gas deficit emergency**, we will pay you a **DSR payment**. The **DSR payment** is made in consideration for the provision by you to us of an involuntary demand side response service. We will make the **DSR payment** as soon as reasonably practicable following receipt by us of payment from the relevant gas shipper. The terms "**firm load shedding**", "**gas deficit emergency**" and "**DSR payment**" have the meanings given to them in the **Uniform Network Code**.
- 4.14 You agree that:
- you will not at any time, without our prior written consent, exceed the **maximum consumption**. We will not have any obligation to **supply** in excess of the specified **maximum consumption**, but we will be entitled to charge you for any such **supply** at the greater of the price in p/kWh as set out

in: (i) the **contract option** or (ii), where your **agreement** is concluded verbally, the price in p/kWh as verbally agreed; or (iii) the **system buy price**, and for any additional costs we incur in supplying gas, electricity or both in excess of the **maximum consumption**, you will pay such charges in accordance with the provisions of clauses 5 and 6 below; and

- if you anticipate that there is a risk that the **maximum consumption** may be exceeded, you will provide us with a request for the additional **supply** by giving us a minimum of six (6) week's prior written notice, detailing your requirements. We will make reasonable efforts to meet such request, but will be under no obligation to satisfy your request. We will have the right to invoice you for any additional costs we incur in relation to such a request and you will be required to pay such invoice in accordance with the provisions of clauses 5 and 6 below; and
- where a **site** is a daily metered **site**, you will inform us if the **SOQ** changes at any time during the **term**.

4.15 You warrant that you are not a domestic user.

4.16 You agree to indemnify us and our **group companies** for any costs we incur where, notwithstanding any other provision of this **agreement**, we supply gas, electricity or both in accordance with the terms of this **agreement** but where we deliver at volumes which are outside the parameters set out in the **product schedule** or **contract option** (the **minimum consumption** and **maximum consumption**).

Moving out or stopping supply

4.17 You will give us at least 30 days' notice in accordance with clause 4.18 below if you will cease to own or occupy any **site** or if gas, electricity or both will no longer be consumed at any **site** (the "**end notice**"). You will be liable for the **price** until the end of the notice period or until a new owner or occupier assumes responsibility for the **price**, whichever is the later.

4.18 The **end notice** must contain the following details:

- your customer number, name and address;
- the date on which you will leave the **site(s)**; and
- the name and address of the person or business taking responsibility for the **site(s)**, together with any contact details for them you may have.

4.19 If you let or sublet a **site**, you will be responsible for **supply** to that **site** unless your tenant or subtenant has entered into an agreement for **supply** with us.

4.20 If you are moving from a **site** to a new address, you must:

- end the **agreement** in accordance with clause 11 below; or
- enter into a new agreement with us for **supply** to your new address on terms relevant to such address.

National terms of connection (electricity supply only)

4.21 We are acting on behalf of your **network operator** to make an agreement with you. The agreement is that you and your **network operator** both accept the National Terms of Connection ("**NTC**") and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The **NTC** is a legal agreement. It sets out rights and duties in relation to the connection at which your **network operator** delivers electricity to, or accepts electricity from, your home or business. **In the case of**

some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

Interrupting supply (gas supply only)

- 4.22 If any of your **site(s)** are **interruptible**, the terms and conditions relating to interrupting supply contained in the Appendix to these **general terms** will also apply to your **agreement**.

Change of control

- 4.23 You agree to notify us within ten (10) **business days** where there is a change in the **control** of your business.

5 PRICE AND CHARGES

- 5.1 You agree to pay the **price** in accordance with the terms of this **agreement**. Time for payment will be of the essence in this **agreement**.
- 5.2 We may invoice you at any time for additional costs not included in the **charges** (and you must pay such amounts in accordance with clause 6), or we may (acting reasonably and at our option) vary the **charges** to take account of these costs, where:
- (a) 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 **supply**;
 - (b) you fail to keep an agreed appointment with us or our **agent** or subcontractor and we incur a charge as a result;
 - (c) you fail to comply with the terms of this **agreement**, to meet deadlines notified by us or to comply with a reasonable instruction we give to you;
 - (d) you pay using a **commercial** credit or debit card, in which case we may add an amount that is equal to our extra banking costs of processing the payment; ;
 - (e) we incur costs levied by any third party in connection with the **meter** and/or **supply** at the relevant **site(s)** (including but not limited to: (i) any unidentified gas costs payable in respect of the **supply**; and (ii) costs in respect of transportation levied due to changes in the cost of transportation, distribution or transmission (as relevant) imposed by the relevant **transporter**);
 - (f) one or more **site(s)** cease to be interruptible (for gas supply);
 - (g) we incur any amounts as a result of any directions or requirements of the Secretary of State under the **act**, the enactment or coming into force of any legislation or regulations which determine the price of gas, electricity or both to suppliers, or we become responsible for increased costs (that are outside of our control) from the **transporter**

or **authority** as a result of us being a supplier of gas, electricity or both to the **site(s)**;

- (h) any information provided to us by you or your representative or **agent** is incorrect;
 - (i) there is a delay in the **start date** or **product start date** due to circumstances beyond our reasonable control;
 - (j) your actual off-take is less than the **minimum consumption** creating a **delivery shortfall**, in which case, the amount payable by you for the **delivery shortfall** will be calculated by multiplying the **delivery shortfall** by the **charges**;
 - (k) you change the way in which you pay for your **supply**, in which case we reserve the right to change your **charges** to reflect any increased cost in processing the payment. For the avoidance of doubt, the cheapest way for you to pay for your **supply** is by direct debit; or
 - (l) specifically provided for in this **agreement**.
- 5.3 You will be charged **CCL** unless: (i) you send to us completed **supplier certificates**, to be received no later than five (5) **business days** prior to their application; (ii) your **supply** is less than the **de minimis limit** per day pro-rated for the period of the invoice; or (iii) you take **supply** pursuant to clause 16 below (from **renewable energy** sources or from **good quality CHP** sources), in which case you will not be charged **CCL** on the proportion of energy sourced from **renewable energy** sources or from **good quality CHP** sources, but will be charged an amount equivalent to or less than **CCL**. It may be possible to backdate relief from **CCL**, in accordance with the law and subject to any statutory limitation periods. We will not however be liable in any way if it is not possible to backdate relief from **CCL** and this has arisen as a result of late receipt of your **supplier certificates**.
- 5.4 You will be responsible for the payment of all taxes (including **VAT**), levies, duties, imposts and other fiscal charges which arise in connection with the supply of gas and/or electricity under this **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.
- 5.5 We will not be legally responsible if we have not charged you enough **VAT** because information you provide to us is incorrect. If there is an increase in the **VAT** actually payable, you will have to pay the difference.
- #### 6 PAYMENT
- 6.1 We will invoice you for the **price** and you will pay the **price** in cleared funds within ten (10) days of the date of the invoice by direct debit or as otherwise agreed in the **contract option**.
- 6.2 We may use any money you pay to us or any money we owe you to pay off what you owe under this **agreement**.
- 6.3 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 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.
- 6.4 If:
- (a) we are not provided with an up to date meter reading or actual consumption data in relation to one or more **site(s)**; and/or

(b) we do not receive the relevant information from third parties (including, without limitation, the **meter operator**, the **data collector** and the previous supplier) in relation to one or more **site(s)**; and/ or

(c) we reasonably believe **meter** readings or data to be inaccurate,

we may: (i) issue an invoice based on your own **meter** reading; or (ii) issue an invoice based on your estimated usage, and you will pay this invoice in accordance with this clause 6. If, having received accurate data or readings, we determine that the amount you have paid to us for the invoice is more than the amount due, we will set off the overpayment against subsequent invoices. If the amount you have paid is less than the amount due, we will include the additional amount in the subsequent invoice and you will pay the invoice in accordance with this clause 6.

6.5 Subject to clause 6.6 below, if any amount payable is the subject of a bona fide dispute, you must pay the undisputed portion of the invoice in accordance with this clause 6. When the disputed portion of the invoice is agreed or the amount determined, you will pay the amount to us within five (5) **business days** following such agreement or determination.

6.6 If you have elected to benefit from consolidated billing (i.e. you will receive an invoice containing **charges** for more than one **site**), and any amount payable is the subject of a bona fide dispute, you will pay the entirety of the invoice and we will negotiate in good faith to agree the disputed amount. If, following the discussions, we agree that an amount is owed to you, we will include such amount as a credit in your next invoice.

6.7 If an invoice has been based on inaccurate information, we will, as soon as reasonably practicable, submit a revised invoice to you following the receipt of accurate information.

6.8 If you are a **microbusiness customer** and we make a mistake that results in us not invoicing you correctly, we will not ask you to pay any **charges** for the **supply** that could reasonably relate to gas and power used more than 12 months ago. We may invoice you for those **charges** if you have behaved unreasonably or prevented us from getting any information that we need to invoice you. The following are examples of where you may have behaved unreasonably. You should note this is not an exhaustive list:

- (i) there is a problem with your **meter**, we have made reasonable requests to access the **meter** and you have not allowed us that access.
- (ii) you have not allowed us access to your **meter** so we can take a **meter** reading.
- (iii) you have acted unlawfully and tampered with your **meter**, or you have not kept your **meter** in working order.
- (iv) you have unreasonably avoided payment.
- (v) you have acted unreasonably in preventing us from accurately billing your account.

7 CHANGES TO THIS AGREEMENT

7.1 Without prejudice to the provisions of clause 5 above and except where specified in this clause 7, this **agreement** may only be varied by an agreement in writing signed by both of us or expressly approved by each of us by email.

7.2 In the case of **new connections**, where **supply** does not commence on the **start date** detailed in the **contract option**, we may at our sole discretion and without your agreement, defer the **end date** by a period equal to that by which the **start date** is delayed.

7.3 If either of us wishes to vary the **agreement**, we will submit details of the requested change to the other in writing (which may be given by email).

7.4 If either of us requests a change to the **agreement**, 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 **supply**; and
- (d) any other impact of the change on this **agreement**.

7.5 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**, and any other relevant terms of this **agreement**.

7.6 Notwithstanding clause 7.1, we may from time to time and without advance notice or agreement by you, change the **agreement** 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 **supply**. We will notify you of such changes.

8 CONFIDENTIAL INFORMATION AND USE OF PERSONAL INFORMATION

8.1 Each of us will keep in strict confidence: (i) all technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to us by the other's employees, **agents**, consultants or subcontractors; and (ii) any other confidential information concerning the other's business or products which we may obtain which is marked as being confidential ("**confidential information**").

8.2 Each of us may disclose such **confidential information**:

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

8.3 Each of us will ensure that our respective employees, officers, representatives, advisers, **agents** or subcontractors to whom we disclose such information comply with clauses 8.1 and 8.2 above.

8.4 Each of us agree not to use any of the other's **confidential information** for any purpose other than to perform our respective obligations under this **agreement**.

8.5 Where you provide **personal information** to us, you confirm that: (i) you have obtained the permission of the relevant individuals to provide such **personal information** to us; and (ii) the relevant individuals agree that the **personal information** can be used for

the purposes set out in this **agreement**. If the relevant individuals withdraw this permission at any time, you will inform us immediately.

8.6 The data controller of the **personal information** will be SEFE Energy Limited.

8.7 We or our **agents** may use **personal information**:

- (a) to carry out our obligations under this **agreement**;
- (b) to carry out credit checking and monitoring, as set out in clause 10.1;
- (c) to contact you (including by post, e-mail, phone, text or other forms of electronic communications) 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);
- (d) to carry out quality assurance checks;
- (e) to help to prevent and detect fraud; and
- (f) if we are under a duty to disclose the **personal information** for legal or regulatory reasons.

8.8 We may monitor and record any communication we have with you, including phone conversations and e-mails for quality assurance purpose.

9 RESPONSIBILITY FOR LOSS AND DAMAGE

9.1 This clause 9 sets out our entire financial responsibility to you (including any responsibility for the acts or omissions of our employees, **agents**, consultants and subcontractors) in respect of:

- (a) any breach of this **agreement**, including any deliberate breach of this **agreement** by us, or our employees, **agents** or subcontractors;
- (b) any use made by you of the **supply**; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this **agreement**.

9.2 We are legally responsible to you without limit if we or our **agents** injure or kill somebody (or cause somebody to be injured or killed) because we or they have been negligent or because we have acted fraudulently.

9.3 Subject to clause 9.2, we will not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (the "excluded losses"). This limitation to our liability shall apply even if we were aware at the time of entering into this agreement that loss of a type falling within the excluded losses was a likely consequence of us breaching our obligations under the agreement.

9.4 Subject to clause 9.2, our total liability to you will be limited to the lower of: (i) six times the average monthly **price** for your **supply**; or (ii) one million pounds sterling (£1,000,000); for each and every claim you may have against us under or in relation to this **agreement**.

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

9.6 Neither of us will be liable to the other for failure to fulfil our obligations under this **agreement** due to a **force majeure event** except to the extent specified in clause 15.5 below.

9.7 The party affected by the **force majeure event** will notify the other as soon as reasonably practicable of the **force majeure event** (providing all relevant information relating to it) and will take all reasonable steps to mitigate the effect on its ability to perform its obligations under this **agreement**. The party affected by the **force majeure event** will immediately notify the other party when the **force majeure event** ends.

9.8 Under no circumstances will we be liable to you for any loss caused by any act or omission of an **agent** appointed by you.

9.9 You agree to indemnify us against 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**.

9.10 This clause 9 shall survive termination of this **agreement**.

10 CREDIT ASSESSMENT

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 **supply** to help us to make decisions about your ability to pay for the **supply** to your **site(s)**.

10.2 We may monitor and record information relating to your trade performance and such records will be made available to credit reference agencies who will share the information with other businesses for business assessment, assessing credit applications and for fraud prevention.

10.3 The payment terms set out in this **agreement** are based on our assessment of your credit worthiness at the **commencement date**. Subject to clause 10.5, if, at any time: (a) we (in our sole discretion) reasonably determine that your credit worthiness or credit risk is materially different than at the time when this **agreement** was entered into; and/or (b) any credit insurance or credit support in place for your **agreement** is withdrawn (either fully or partially; then we may serve notice upon you: (i) setting out amendments to the terms of this **agreement**; and/or (ii) requiring you to put in place a form of credit support determined by us.

10.4 If you fail to comply with any request we make pursuant to clause 10.3 within five (5) **business days** of us providing the notice to you, we may terminate this **agreement** immediately. We shall also be entitled to recover from you all of the costs we incur which result from ending this **agreement** early.

10.5 Clauses 10.3 and 10.4 shall not apply where you or your business enters into administration or a **voluntary arrangement** with people you or your business owe money to (your creditors).

11 ENDING THIS AGREEMENT

Our right to end this agreement

11.1 This **agreement** will terminate automatically if you stop trading, if your business is wound up you go into liquidation or have a bankruptcy order made against you or you or your business goes into receivership.

In addition, we can end this **agreement** wholly or in respect of one or more **sites**:

- (a) if keeping to any clause in this **agreement** means we would be breaking the law;

- (b) pursuant to clause 4.8, where you wilfully damage or interfere with any equipment;
- (c) where you fail to put in place appropriate credit support in accordance with clause 10.3;
- (d) if you materially breach the **agreement** and the breach is not capable of remedy;
- (e) if you materially breach the **agreement** and, if the breach is capable of remedy, we notify you of the breach and you do not remedy it to our reasonable satisfaction within ten (10) **business days** of such notification;
- (f) where you transfer a **site** to a third party without our consent or you cease to be the owner of a **site**;
 - (g) where you cease to take **supply** for a period of more than three (3) consecutive calendar months; or
- (h) where the **authority** appoints a **supplier of last resort** to the **site(s)**.

11.2 If any of clauses 11.1(a) to 11.1(h) applies, unless we tell you otherwise in writing (which may include by email), the **agreement** will end immediately.

11.3 If:

- (a) your business goes into administration; or
- (b) your business enters into a company voluntary arrangement; or
- (c) you, or any member of your firm or partnership, enter into an individual voluntary arrangement,

then we will be entitled to terminate this **agreement** in the following circumstances:

- (i) if the **insolvency office-holder** consents to the termination of the **agreement**; or
- (ii) if the court grants permission for the termination of the **agreement**, or
- (iii) if any **charges** in respect of the **supply** that are incurred after you entered administration or the **voluntary arrangement** took effect are not paid within 28 days, beginning with the day on which payment is due.

11.4 We are entitled to terminate **supply** in the following circumstances:

- (a) we give written notice to the **insolvency office-holder** that **supply** will be terminated unless the **insolvency office-holder** personally guarantees the payment of any **charges** in respect of the continuation of **supply** after you entered administration or the **voluntary arrangement** took effect; and
- (b) the **insolvency office-holder** does not give that guarantee within 14 days of receiving the notice.

Your right to end the agreement

Fixed customers

11.5 If you are a **fixed customer** your agreement will end on the **end date** in accordance with the below:

- 11.5.1 if you are a **microbusiness customer**, you do not need to provide us with prior written notice of termination and your **agreement** will automatically end on the **end date**;
- 11.5.2 if you are a non-**microbusiness customer**, you must provide us with no less than three (3) months' prior written notice of termination; and
- 11.5.3 if you are a **non-microbusiness customer**, you can serve a **termination notice** at any time during the **agreement**, but the date of termination cannot be prior to the **end date**. Any **termination notice** must be served in accordance with clause 11.7.

Flex customers

11.6 If you are a **flex customer** you may end this **agreement** in accordance with the below:

- 11.6.1 prior to the **end date**, as set out in the **product schedule**; or
- 11.6.2 on the **end date**;
 - by providing us with no less than three (3) months written notice;
- or
- 11.6.3 if you are a **microbusiness customer**, you do not need to provide us with prior written notice of termination and so your **agreement** will automatically end on the **end date**.

11.7 Any **termination notice** will only be valid if in writing and sent: (i) by recorded signed for delivery marked for the attention of the Customer Services Team Leader to our current business address as notified to you; or (ii) to the email address Terminations@sefe-energy.com. Your **termination notice** will be acknowledged by us in the following timescales:

- (a) If sent by recorded signed for delivery within five (5) **business days** from the first day following the day on which the **termination notice** was received; or
- (b) If sent by email within five (5) **business days** from the day on which the email was received.

11.8 If we do not acknowledge the termination notice within the timescale referred to in clause 11.7 (a) or 11.7 (b) (as relevant) then the **termination notice** will be deemed to have not been received. If you do not receive an acknowledgement, please contact us so that we may check our records. If we have not received a **termination notice**, we may ask you to resend it.

11.9 Prior to the **end date** and in accordance with the requirements of this clause 11, you must:

- (a) ensure that you have entered into a new agreement with us for the period following the **end date**; or
- (b) have ended this **agreement** in accordance with clause 11.5 or clause 11.6 (as applicable), paid all outstanding invoices and have registered with a new supplier. If you have registered with a new supplier by the **end date** but have not transferred to this supplier by the **end date**, clause 11.12 below will apply; or
- (c) have requested that the **site(s)** be **disconnected** or **isolated/de-energised**. If you have requested that the

site(s) be **disconnected** or **isolated/de-energised**, and you have not reached the **minimum consumption**, clause 5.2(j) will apply.

11.10 If you have not complied with the requirements set out in clauses 11.5 to 11.9 above, the provisions of clause 11.12 below will apply.

11.11 If you want **site(s)** to be **isolated**, you must give us not less than two (2) months' prior written notice. You will be liable for the **price** until the end of the notice period or until the **site(s)** are **isolated**, whichever is later.

Failure to transfer to another supplier at the end date

11.12 Where we continue to be the registered supplier after this **agreement** has ended (including where you have registered with a new supplier by the **end date** but have not transferred to this supplier by the **end date**), the terms and conditions contained in this **agreement** will continue to apply until you transfer to another supplier, except that you will be charged at our **out of contract rate**.

11.13 If you are being charged at our **out of contract rate**, you can change supplier at any time, on the condition that there is not an outstanding balance on your account.

Failure to end the agreement in accordance with its terms

Fixed customers

11.14 Unless you have ended this **agreement** in accordance with clauses 11.5 to 11.12 above, in which case this clause 11.14 will not apply:

- (i) if you are a **microbusiness customer** the provisions of clauses 11.12 and 11.13 will apply.
- (ii) if you are a non-**microbusiness customer**, upon the **end date**, the **agreement** will automatically renew for a further period of twelve (12) months. The **agreement** will automatically renew on the basis of the current **charges**, unless we have provided you with a renewal price, in which case the renewal price will apply to the renewal period of your **agreement**.

Flex customers

11.15 Unless you have ended this **agreement** in accordance with clauses 11.5 to 11.12 above, in which case this clause 11.15 will not apply. Upon the **end date**, the **agreement** will end and you will be charged at our **out of contract rate** in respect of any **supply** made by us after the **agreement** ends until your transfer to another supplier. This clause 11.15 applies to all **flex customers**, both **microbusiness customers** and non-**microbusiness customers**.

Force majeure

11.16 Either of us may end this **agreement** in accordance with clause 15.4 below where a **force majeure event** continues for more than three (3) months.

Consequences of ending this agreement

11.17 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 gas, electricity or both supplied but for which we have not provided you with an invoice, we may submit an invoice based on the closing meter reading, which will be payable immediately on receipt together with any other amounts due under this **agreement**. Where the closing meter reading is not available or the **meter** has transferred to a new supplier, we will use the **meter** reading used by the new supplier;
- (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 you will pay 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**. If you fail to do so, then we may enter your **site(s)** and take possession of it. Until they have been returned or repossessed, you will be solely responsible for their safe keeping.

11.18 If this **agreement** terminates before the **end date** (other than a termination pursuant to clause 11.16) and the termination is not as a result of our failure to comply with the terms of this **agreement**, we have the right to invoice you for any losses we incur as a result of the **agreement** ending early. You will pay such invoice in accordance with the payment terms of this **agreement**.

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

- (a) clause 8 (**confidential information and use of personal information**);
- (b) this clause 11 (ending this **agreement**);
- (c) clauses 9, 12, 13, 14, 15, 17, 18 and 19.

12 DISCONNECTION OR ISOLATING/DE-ENERGISING A METER

12.1 We may **disconnect** or **isolate/de-energise a meter** in the following circumstances:

- (a) if we end this **agreement** because you are in breach of any of your obligations under this **agreement**;
- (b) pursuant to clause 11.4;
- (c) where you request us to **disconnect** or **isolate/de-energise a meter**; or
- (d) where no gas or electricity (as relevant) is used for a consecutive period of six (6) months. In any event, the **transporter** may remove the means of supply from an **isolated/de-energised meter** which is not re-established after twelve (12) months; or
- (e) on notice (or without notice where necessary for safety purposes) to:

- 12.1.1.1 avoid danger or because failure to do so would or might involve us being in breach of industry regulations;
- 12.1.1.2 avoid interference with **supply** to another person which we reasonably believe may result from or be caused by your **meter** installation; or
- 12.1.1.3 enable maintenance or repair work to be carried out.

12.2 Where this **agreement** has been terminated:

- (a) so long as we remain the registered supplier and you remain the owner, occupier or **agent** responsible for the **meter**, you will remain liable for the **price**. For the avoidance of doubt, this will be the case even if the **meter(s)** have been **disconnected** or **isolated/de-energised** or you vacate or cease to consume gas, electricity or both) at the **site(s)**; and
- (b) notwithstanding any such **disconnection** or **isolation/de-energisation**, you will remain liable for all costs reasonably associated with such action and any subsequent re-establishment of **supply**.

12.3 We may require you at any time, by providing prior notice to you, to temporarily refrain from using gas, electricity or both and we may (at our sole discretion) temporarily discontinue supply to you for any reason set out in clause 12.1(e) above.

13 TRANSFER OBJECTION

13.1 We have the right to enter an objection under the customer transfer process and prevent an alternative supplier from registering the **meter(s)** or **site(s)** for any of the following reasons:

- (a) if you attempt to transfer to an alternative supplier before the **end date** in breach of this **agreement**;
- (b) if there are any amounts that are owed by you under this **agreement** which have not been paid in accordance with the **agreement** or are disputed;
- (c) if an alternative supplier attempts to register a **meter** in error or without your consent or knowledge; or
- (d) if we have the right to object to the transfer of a **meter number** and it is related to or associated with another **meter number**, in which case we will also have the right to enter an objection in relation to the related or associated **meter**.

13.2 If we choose to enter an objection in accordance with clause 13.1 above, you will have no right to bring any claim against us in relation to the objection.

14 EMERGENCY

14.1 You must contact the **transporter(s)** immediately in the event that a loss of **supply** causes, or you reasonably believe may cause, an emergency or safety critical situation. Emergency contact details for **transporters** can be found on your invoice or on our website at www.sefe-energy.co.uk.

14.2 If we are given a direction under section 2(1)(b) of the Energy Act 1976 (or other similar, amendment or supplementary statutory provision or regulation), prohibiting or restricting the supply of gas, electricity or both to specified persons then, for so long as the direction is in force and so far as is necessary or expedient for the purposes of, or in connection with, the direction:

- (a) we will be entitled to discontinue or restrict the **supply** of gas, electricity of both to the **site(s)**; and
- (b) you will refrain from using, or restrict your use of gas, electricity or both on being notified by us that you should do so.

For avoidance of doubt, notification under this clause 14.2 may take the form of email communication or oral communication, by telephone or otherwise.

14.3 You should also be aware that the **network operator** can discontinue or restrict your **supply** in some circumstances.

15 FORCE MAJEURE

15.1 Provided that you or we (as relevant, being the "**affected party**") have complied with the provisions of clause 15.3 below, the **affected party** will not be in breach of this **agreement**, nor liable for any failure or delay in performance of any of its obligations under this **agreement** arising from or attributable to acts, events, omissions or accidents beyond its 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;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) pandemic or epidemic;
- (f) compliance with any law;
- (g) exceptionally adverse weather conditions including hurricanes or tornadoes;
- (h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (i) any labour dispute, including but not limited to official strikes, industrial action or lockouts;
- (j) shortage of fuel due to protests, blockades or other action of individuals or organisations, whether acting collectively or otherwise;
- (k) non-performance by suppliers or subcontractors; and
- (l) interruption or failure of utility service, including but not limited to electricity, gas or water.

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

15.3 If subject to a **force majeure event**, the **affected party** will not be in breach of this **agreement** if:

- (a) the **affected party** promptly notifies the other in writing (including by email) of the nature and extent of the **force majeure event** causing its failure or delay in performance;
- (b) the **affected party** 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**, it ought reasonably to have taken, but did not; and
- (c) the **affected party** has used all reasonable endeavours to mitigate the effect of the **force majeure event**, to carry out its obligations under this **agreement** in any way that is

reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

15.4 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) calendar 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.

15.5 If a **force majeure event** occurs, each of us will bear half of any loss incurred by SEFE Energy Limited from selling the gas, electricity or both (as relevant) that has not been supplied to you but which was secured, in anticipation of your supply, on the open market. We will invoice you for such amount and you will pay such amount to us in accordance with clause 6. If we make a gain as a result of selling the gas, electricity or both, we will share half of the gain with you by applying a credit to your account.

16 RENEWABLE OR GOOD QUALITY CHP ENERGY

16.1 If you want us to source electricity from **renewable energy** sources or from **good quality CHP** sources, you must inform us of this prior to signing the **contract option** and ensure that it has been included in the **contract option**.

16.2 If you inform us that you want us to **supply** you with electricity from **renewable energy** sources or from **good quality CHP** sources in accordance with clause 16.1 above, we will use our reasonable endeavours to do so and will comply with all legal obligations in relation to such **supply**. If we are unable to **supply** you with such electricity, we will **supply** you with electricity from non-renewable energy sources.

16.3 We may at any time and at our discretion **supply** you with electricity from **renewable energy** sources. Where we exercise this right, the provisions of clause 5.3 above will apply.

16.4 Where we **supply** you in accordance with clause 16.3 above, we declare that the amount of electricity we **supply** from **renewable energy** sources in each **averaging period** will not exceed the amount of electricity we acquire from **renewable energy** sources in that same **averaging period**.

17 GENERAL

17.1 If at any time either of us chooses not to enforce any part of this **agreement**, this will not stop either of us from doing so in the future.

17.2 Where we use the word "including" in this **agreement**, it will be read as "including without limitation".

17.3 Clause, schedule and paragraph headings shall not affect the interpretation of this **agreement**.

17.4 If a Court or other authority determines that part of this **agreement** is not valid, the rest of the **agreement** will not be affected.

17.5 These **general terms** the **contract option** and the **product schedule** (where applicable) constitute the whole agreement between us (unless you are a **microbusiness customer** in which case the documents identified in clause 2.9 (a) will also apply) and supersede any previous arrangement, understanding or agreement between us in relation to the **supply**. 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 **contract option**; the **product** schedule (if applicable); the **general terms**.

17.6 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**.

17.7 You shall not transfer or subcontract any of your rights or responsibilities under this **agreement** to another party without obtaining our prior written consent. We may at any time: (i) transfer our rights and obligations under this **agreement** to another licensed supplier of gas or power (depending on whether this **agreement** is for the supply of gas, or the supply of power); and (ii) subcontract all of any of our rights or obligations under this **agreement**.

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

17.9 With the exception of a **termination notice**, a notice or other communication we or you may give must be addressed to:

(a) for you – (i) your broker (where a broker was used to negotiate the **agreement**) or to your Company Secretary at your registered business address; and

(b) for us – to the following address or email:

Customer Services

SEFE Energy

5th Floor, 8 First Street, Manchester, M15 4RP.

Email: enquiries@sefe-energy.com

17.10 Notices must be in writing and delivered by first class post or by email. With the exception of **termination notices**, notices sent: (i) by first class post will be assumed to have arrived on the second day after they were posted; and (ii) by email will be assumed to have been received on the day they were sent.

17.11 The provisions of this clause 17 will not apply to the service of any legal proceedings.

17.12 All references to time in this **agreement** are to the time in the United Kingdom.

17.13 We will comply with all applicable laws, statutes and regulations including those relating to anti-bribery, anti-corruption, anti-slavery and human trafficking (including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017 and the Modern Slavery Act 2015). We shall at all times have in place throughout the term of this **agreement** adequate procedures to ensure its compliance with all such applicable laws. We agree not to engage in any bribery, kickbacks, collusive bidding, price fixing, or other unfair trade practices.

18 DISPUTE RESOLUTION

18.1 If any dispute arises in connection with this **agreement**, you and we will first attempt to resolve the dispute in accordance with our customer complaints procedure which is available on our website.

18.2 If the dispute is not resolved in accordance with clause 18.1, clause 19.2 will apply.

19 GOVERNING LAW AND JURISDICTION

19.1 The laws of England apply to this **agreement** and any dispute or claim arising out of or in connection with it.

19.2 The courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this **agreement**.

APPENDIX

In this Appendix, when the following words are shown in bold, they have the meanings shown below:

“interrupt” or **“interruption”** or **“interruptible”** means the complete cessation or restriction of **supply** of gas to a **meter**; and

“interruption notice” means the notice provided (in accordance with the Uniform Network Code) by telephone or facsimile requesting **interruption**.

1. INTERRUPTING SUPPLY (GAS SUPPLY ONLY)

1.1 You are obliged to inform us in writing if **site(s)** are **interruptible** before you sign the **contract option**. If you fail to inform us then you will be liable for any losses we incur as a result of your failure to inform us that **site(s)** are **interruptible**.

1.2 Notwithstanding paragraph 1.1, where **site(s)** are ‘**interruptible**’, you agree to interrupt or permit us and/or a third party (including a **transporter**) to **interrupt supply** to such **site(s)**. We and/or the **transporter** will have the right to request and do this for no more than forty five (45) calendar days.

1.3 If we or the **transporter** wish to request an **interruption**, we will provide you with at least three (3) hours’ notice, or such other period as may be determined by a **transporter** in an **interruption notice**: (i) by telephone; and/or (ii) by email (by sending the **interruption notice to you**). Any **interruption notice** will specify the **site(s)** to be **interrupted**, the day on which the **interruption** will start and the **interruption** start time.

1.4 You will, within thirty (30) minutes of the **interruption notice** being sent, confirm to us by email or telephone that either: (i) the **interruption** will take place prior to, or at the time specified in the **interruption notice** or explained to you by telephone; or (ii) notify of any circumstances known to you which might prevent the **interruption** occurring at the time specified in the **interruption notice**. If you fail to interrupt at the times and in accordance with the conditions of the **interruption notice** received or explained to you, the **transporter** will impose additional charges, which we will invoice to you and which you will pay to us in accordance with clause 6.1 of the **general terms**.

1.5 Ours and the **transporter’s** right to **interrupt** are in addition to any rights to **disconnect** or **isolate supply** under this **agreement** or the **Uniform Network Code**.

1.6 When the **interruption** has ended, we or the relevant **transporter** will, as soon as reasonably practicable, notify you by email or telephone and you may recommence **supply**.

1.7 You agree not to take **supply** in excess of the volume specified for the period specified in the **interruption notice** until the recommencement of **supply**.

1.8 In exercising our right in relation to an **interruption**, we or the relevant **transporter** may take any steps available to **isolate** or **disconnect** the **supply** and you will allow us and/or the **transporter** and/or our representatives or **agents** safe, full, free and uninterrupted access to the **site(s)** and will reimburse us for any costs and expenses reasonably incurred in respect of taking such steps or any subsequent reconnection or restoration of the connection of the **supply**.

1.9 You will ensure that a telephone and designated email address will be manned 24 hours a day by someone authorised to receive and confirm instructions in relation to **interruptions**. You will notify us in writing of the identity of this person and of any changes to this person giving at least five (5) **business days’** notice of any such change. You further agree that you will respond to any communication from the relevant **transporter** when that communication is permissible under the terms of the **Uniform Network Code**.

1.10 If **site(s)** identified as **interruptible** in the **contract option** cease being **interruptible**, the provisions relating to **interruption** in this **agreement** will cease to apply to such **site(s)** and we may adjust the **charges** relating to such **site(s)**.

