

YÜ ENERGY DEEMED TERMS AND CONDITIONS

Version 1.13



ENERGY

YÜ ENERGY DEEMED TERMS AND CONDITIONS

Yü Energy Schedule of terms and conditions for a 'deemed contract' arising under or by reason of either paragraph 8 of schedule 2B to the Gas Act 1986 or paragraph 3 of schedule 6 to the Electricity Act 1989. For water, this relationship is regulated by either (a) for transferred or eligible exit area customers, Regulation 29 of the Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016 ("Exit Regulations") and/or the Retail Exit Code published by the Water Services Regulation Authority pursuant to Regulation 30 of the Exit Regulations; and (b) for interim supply customers, sections 63AE and 110N of the Water Industry Act 1991 and the Interim Supply Code published by the Water Services Regulation Authority pursuant to sections 63AF and 110O of the Water Industry Act 1991.

For the avoidance of doubt, it is envisaged that this will only occur where a customer moves into premises already supplied by Yu Energy but without entering into an express agreement with Yu Energy, or (if it has entered into an agreement with another supplier), there is a period of supply before any other appointed supplier commences such supply.

CONTENTS

1.	Interpretation	2
2.	Duration	4
3.	Supply of Utilities	4
4.	Disconnection of Utility Supply	5
5.	Your Obligations	6
6.	Metering	7
7.	Credit Checking and Security	8
8.	Charges and Payment	9
9.	Limitation of Liability	10
10.	Rights of Termination	11
11.	Confidentiality	11
12.	Notices	12
13.	General	12
	Appendix 1: Deemed Rates for Utilities	14

YÜ ENERGY DEEMED TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

“Act” means the Electricity Act 1989 and the Gas Act 1986 and Water Act 1945, in all cases as amended and supplemented;

“Authority” means the Gas, Electricity and Water Markets Authority or the Office of Gas, Electricity and Water Markets;

“Billing Period” means one month or as otherwise determined by Yü Energy from time to time;

“Business Day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971. **“day”** means a period of 24 hours (or other such number as may be relevant in the case of changes for daylight saving) ending at 12:00 midnight. **“month”** and **“year”** mean calendar month and calendar year respectively;

“Climate Change Levy (CCL)” means a charge levied at the rate from time to time imposed pursuant to the Finance Act 2000 as amended and supplemented;

“Conditions” means these terms and conditions as amended from time to time in accordance with the terms set out herein;

“Credit Bureau” means a collector and compiler of data on individuals or businesses who makes such information available to subscribers allowing them to evaluate the financial stability of such individuals or businesses;

“Deemed Contract” means this contract arising by virtue of the provision of the Act;

“Disconnection”, “Disconnect”, “Disconnecting” means the temporary or permanent interruption, cut-off, de-energisation, disconnection or suspension of supply of Utilities from the Premises;

“Force Majeure” means an event outside a Party’s reasonable control, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; adverse economic impacts; terrorist act, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaching of diplomatic relations; nuclear, biological or chemical contamination or sonic boom; any law or action taken by a government or public authority, including, without limitation, imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade disputes, strikes, industrial action or lookouts; and interruption or failure of utility service;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

“Half-Hourly Meter” means Metering Equipment used to measure the consumption of electricity on a half hourly basis;

YÜ ENERGY DEEMED TERMS AND CONDITIONS

1. Interpretation

- “Metering Equipment”** means equipment which records the consumption of Utilities at a Metering Point;
- “Metering Point”** means the point at which a Utility is metered prior to supply to your Premises, and at which title and risk in Energy passes to you. There may be more than one Metering Point at each Premises;
- “Network”** means the electricity, gas or water distribution network through which you receive the supply of Energy;
- “Network Operator”** means in respect of a Metering Point, the operator of the local Network. For Water this is also called the Wholesaler or Undertaker;
- “Party”** means either you or Yü Energy, and **“Parties”** means you and Yü Energy;
- “Premises”** means each of the premises specified in the Proposal;
- “Register”, “Registered”, “Registration”** means registration of Metering Points to a supplier in accordance with industry codes, agreements and regulations;
- “Supply Period”** means the period from the later of the Start Date or the date Yü Energy becomes the Registered supplier ending with date on which a contract is agreed with Yü Energy or supply is commenced by another supplier;
- “Supply Rates”** means the charges set out in this Deemed Contract applicable during the Supply Period;
- “Supplier Certificates”** means the certificate, available from HM Revenue & Customs (Reference PP11), representing the percentage of Utility supply eligible for relief from Climate Change Levy;
- “Supplier of Last Resort”** means a licensed supplier appointed by the Authority in accordance with the Supply Licence;
- “Supply Licence”** means a licence granted to Yü Energy under the Act for the supply of Energy;
- “Utility”, “Utilities”** means gas and/or electricity and/or water supply, as specified in the Proposal;
- “VAT”** means value added tax chargeable under the Value Added Tax Act 1994;
- “Wholesale Charges”** means charges which a water wholesaler applies in accordance with its Wholesaler Tariff Document;
- “Wholesaler”** also known as an undertaker. A company appointed under section 6 of the Water Industry Act 1991.
- “Yü Energy”** means Yü Energy Retail Limited trading as Yü Energy registered in England and Wales with company number 08246810 and whose registered office is at CPK House, 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham NG8 6PY;
- “Yü Water”** means Yü Energy Retail Limited trading as Yü Energy registered in England and Wales with company number 08246810 and whose registered office is at CPK House, 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham NG8 6PY;

YÜ ENERGY DEEMED TERMS AND CONDITIONS

1.2 Interpretation

- a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- c) Clause headings shall not affect the interpretation of these Conditions;
- d) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. DURATION

2.1 This Deemed Contract shall commence on the date Yü Energy commences supply in circumstances giving rise to a “deemed contract” in accordance with the Act.

2.2 This Deemed Contract has no end date, but shall come to an end when:

- a) An express contract is entered into with Yü Energy, from the date that agreement commences;
- b) If another supplier is appointed, from the time that supplier commences supply to the relevant premises;
- c) If a “supplier of last resort” direction is made to appoint another supplier to the premises under the Act, from the date such direction takes effect;
- d) If the premises are disconnected or de-energised for any reason;
- e) immediately and without notice if Yü Energy’s Supply Licence is revoked.

3. SUPPLY OF UTILITIES

3.1 In consideration of the payment by you to Yü Energy of the Supply Rates and any other sums due to Yü Energy under this Deemed Contract, Yü Energy will supply the Utilities to the relevant Metering Points for which it is the Registered supplier.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

3.2 The characteristics of the Utilities supplied to you are managed by your Network Operator. Your Network Operator is also responsible for maintaining the Network and the connection of the Premises to the Network. Yü Energy has no control over the quality of your Utilities or those connections. Upon request Yü Energy will provide your Network Operator's contact details.

3.3 Yü Energy are acting as an agent of your electricity supply Network Operator to make an agreement with you (there is no similar agreement for gas). That agreement is the National Terms of Connection (NTC) which apply between you and your Network Operator. The NTC agreement sets out rights and obligations in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or address. If you would like a copy of the NTC agreement 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 7065 137, or see the website at "<http://www.connectionterms.org.uk>"

4. DISCONNECTION OF UTILITY SUPPLY

4.1 You acknowledge your Utility supply may be Disconnected or you may be directed to stop using your Utility supply:

- a) to avoid danger or as a result of an emergency or potential emergency; or
- b) if the Utility which should have been supplied is stolen or otherwise redirected away from Metering Points;
- c) to enable maintenance or repair work to be carried out on the Network and/or Metering Points;
- d) if Yü Energy is obliged to do so pursuant to the terms of its Supply Licence, the Act or any other applicable laws, rules, regulations or industry codes or agreements;
- e) by or on behalf of your Network Operator under your connection agreement with them;
- f) if you fail to make any payment due under this Deemed Contract on the due date for payment;
- g) after Yü Energy terminate this Deemed Contract in respect of the Premises in accordance with the terms of this Deemed Contract, if Yü Energy remain the Registered supplier.

4.2 You acknowledge and agree that Yü Energy or its third party representatives may:

- a) access the Premises in order to Disconnect the supply of the relevant Utility to the property pursuant to clause 4.1 and you hereby grant Yü Energy and its third party representatives a licence to enter the Premises for such purpose; and/or
- b) remotely Disconnect the supply of the relevant Utility if Yü Energy are able to do so.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

- 4.3** If the supply of the Utility to any Metering Point has been Disconnected due to your act or omission or your breach of this Deemed Contract you shall:
- a) if requested by Yü Energy, provide it with a payment bond in an amount Yü Energy determine in its reasonable discretion equates to the value of three months' supply of Utilities to you; and/or
 - b) indemnify Yü Energy for any and all liabilities, losses, costs, expenses, damages and losses suffered or incurred by Yü Energy arising out of or in connection with Disconnecting the supply of the relevant Utilities and, where applicable, re-establishing the supply of the relevant Utilities.
- 4.4** Yü Energy shall provide you with notice of its intention to Disconnect the supply of Utility to the Premises in accordance with its Supply Licence, the Act or any other applicable laws, rules regulations or industry codes or agreements.

5. YOUR OBLIGATIONS

- 5.1** Your obligations under this Deemed Contract include the following:
- a) to co-operate with Yü Energy in all matters relating to this Deemed Contract and provide in a timely manner such information and assistance as Yü Energy may require in order to comply with its obligations under this Deemed Contract, its Supply Licence, the Act and any other applicable laws, rules regulations or industry codes or agreements;
 - b) where relevant, to send Yü Energy completed Supplier Certificates at least five Business Days prior to their application. Relief from Climate Change Levy or VAT cannot be backdated and Yü Energy accepts no liability for late receipt by it of Supplier Certificates; and
 - c) where you cease to be the owner or occupier of a Premises to give Yü Energy as much notice as possible and to provide Yü Energy with your new address and the details of the new owner or occupier of the Premises. You shall continue to be liable for all sums payable to Yü Energy in connection with your supply of Utilities under this Deemed Contract.
- 5.2** If Yü Energy's performance of any of its obligations under the Deemed Contract is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation ("Your Default") you shall reimburse Yü Energy on written demand for any costs or losses sustained or incurred by Yü Energy arising directly or indirectly from Your Default.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

6. METERING

- 6.1** The Metering Equipment must at all times comply with the Act and any other applicable laws, rules regulations or industry codes or agreements and be appropriate to supply all apparatus connected to it. In the event that Yü Energy becomes aware that any part of the Metering Equipment is not suitable, Yü Energy may arrange for installation, maintenance or replacement of the Metering Equipment.
- 6.2** You shall provide Yü Energy, its representatives and suitably qualified subcontractors with safe and reasonable access to your Premises at all times to inspect, read, install, maintain, remove and replace the Metering Points and Metering Equipment and hereby grant Yü Energy, its representatives and suitably qualified subcontractors a licence to enter the Premises and access the Metering Equipment and Metering Points for such purposes.
- 6.3** You shall not obstruct access to the Metering Equipment or Metering Points at any time and you shall ensure that, where access to Metering Equipment and/or the Metering Points requires a key, accompaniment by you or your representative or any other form of assistance, access to the Metering Equipment and/or Metering Points shall not be unduly delayed as a result of non-availability.
- 6.4** If Yü Energy, its representatives or suitably qualified subcontractors are unable to gain safe and reasonable access to the Metering Equipment and/or the Metering Points at any time Yü Energy may notify you of the situation and, if it is not rectified to Yü Energy's satisfaction within two months of receipt of notice from Yü Energy, Yü Energy shall pass through to you any additional costs incurred by Yü Energy as a result of such failure.
- 6.5** You will not tamper or interfere with the Metering Equipment or Metering Points and shall procure that they are not damaged. You will indemnify Yü Energy against any and all liabilities, losses, costs, expenses, damages and losses suffered or incurred by Yü Energy arising out of or in connection with any breach of this clause.
- 6.6** If you have a smart meter, and Yü Energy are able to read remotely, Yü Energy will collect meter readings for each half hour in that month unless you have opted out and informed us that you only want Yü Energy to collect daily or monthly readings. Yü Energy will also read your meter remotely when your prices change or if you switch to another tariff. If you switch to another supplier, we may also read your meter remotely in order to obtain a final meter reading.
- 6.7** The Metering Equipment shall be deemed to be accurate unless either Party is notified by the other that its accuracy is disputed.
- 6.8** Yü Energy will appoint suitably qualified subcontractors of its choosing to provide metering services, except where the Premises have half-hourly electricity Metering Points and you provide to Yü Energy a valid metering services agreement for meter provision and maintenance at those Metering Points and/or respective data services.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

- 6.9** Where you have an agreement with a suitably qualified subcontractor you shall ensure that they operate at all times in accordance with Good Industry Practice. You shall indemnify Yü Energy against any and all liabilities, losses, costs, expenses and damages suffered or incurred by Yü Energy arising out of or in connection with any failure by any suitably qualified subcontractors appointed by you to operate in accordance with Good Industry Practice.
- 6.10** You shall notify Yü Energy as soon as reasonably practicable if you believe there has been damage to or interference with the Metering Equipment or communication equipment or interruption to a communication signal and you agree to provide Yü Energy with all information which Yü Energy may reasonably require in connection with the same. If you wilfully damage or interfere with any Metering Equipment or communication equipment or interrupt a communication signal Yü Energy may disconnect or de-energise the relevant premises.
- 6.11** Where a Metering Point has been permanently Disconnected by way of de-energisation you shall pay the charges applicable to the de-energised Premises.

7. CREDIT CHECKING AND SECURITY

- 7.1** You agree that Yü Energy may check your credit status with Credit Bureaus and you consent to the use of your information by Yü Energy and the sharing of such information with such Credit Bureaus.
- 7.2** If you are a partnership Yü Energy may credit check all partners, or officers. If you are a limited company Yü Energy may check all your directors.
- 7.3** Yü Energy will record how you conduct your account including:
- a) details of what you pay and when;
 - b) if you fail to pay a bill (whether in full or in part); and
 - c) any outstanding debts due to Yü Energy.
- 7.4** If, at any time during this Deemed Contract your account with Yü Energy becomes overdue due to non- payment of invoice(s) on the due date for payment Yü Energy may:
- a) demand immediate payment of all overdue invoice(s);
 - b) amend your payment terms on providing you with written notice;
 - c) demand completion and return of a Direct Debit mandate form and require payment strictly by Direct Debit; and/or

YÜ ENERGY DEEMED TERMS AND CONDITIONS

d) demand a security deposit or other form of security and/or guarantee which shall be put in place within ten (10) days of such demand.

Failure to meet any of the above conditions shall be deemed an irremediable material breach and Yü Energy may terminate its supply to the relevant premises.

7.5 If you provide cash as security cover Yü Energy will return any balance after deducting any sums due to Yü Energy once you have transferred your Utility supply to a new supplier. No interest will be paid on sums provided as security cover.

8. CHARGES AND PAYMENT

8.1 For each Billing Period Yü Energy shall invoice you for all Utilities supplied to the Premises and any other amounts due. You shall be responsible for payment for all sums relating to the relevant Utility supplied to the Metering Points. A standing charge may apply even where the relevant Utility is not being consumed at any Premises.

8.2 If the Supply Rates and standing charges listed in Appendix 1 are varied then you will be notified in writing at least 30 days ahead of these changes taking effect. The revised Supply Rates and standing charges will be amended in Appendix 1.

8.3 The invoice you receive will be branded Yü Energy for your Gas and Power supply or Yü Water for your water supply.

8.4 If a suitably qualified subcontractor's meter reading or actual consumption data is not available, or if Yü Energy reasonably believe it to be inaccurate, Yü Energy may issue an invoice based on your own meter reading or Yü Energy's reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable (typically on your next bill) once actual or more accurate information becomes available.

8.5 Any costs incurred by Yü Energy caused by you, including as a result of meter reading visits outside the normal meter reading cycle or other charges levied by industry participants will be chargeable to and payable by you.

8.6 All sums payable under this Deemed Contract are stated exclusive of VAT and CCL, which are payable at the applicable rates, as in force and shown in the invoice from time to time.

8.7 You agree to pay Yü Energy's invoices in cleared funds within 7 days of the date of the invoice.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

8.8 If you fail to make any payment due to Yü Energy under this Deemed Contract by the due date for payment, then, without limiting Yü Energy's remedies under this Deemed Contract:

- a) Yü Energy may remotely or manually disconnect your Energy supply;
- b) you shall pay Yü Energy interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount;
- c) you shall pay Yü Energy a late payment fee in respect of Yü Energy's extra administration costs in the sum of £25 in respect of each overdue amount.

You acknowledge and agree the above charges represent a genuine estimate of Yü Energy's additional costs upon your failure to make any payment due to Yü Energy by the due date for payment and do not represent a penalty.

8.9 Yü Energy may set off any amounts received from you, or owing to you, against any other agreement between you and Yü Energy.

8.10 If, at any time, Yü Energy discover that any invoice Yü Energy have sent to you was inaccurate Yü Energy shall credit the inaccurate invoice and submit a revised invoice when accurate information becomes available.

8.11 To the extent that any amendments are made to the CCL and/or any governmental or industry imposed levies, Yü Energy shall have the right to amend this Deemed Contract to take such an amendment into account.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude Yü Energy's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) any liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1:a) Yü Energy may remotely or manually disconnect your Energy supply;

- a) Yü Energy's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Deemed Contract shall not exceed the average monthly payment due from you for the affected Premises or £100,000 whichever is the lesser; and

YÜ ENERGY DEEMED TERMS AND CONDITIONS

b) Yü Energy shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Deemed Contract for: loss of profit; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of contract; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.3 Yü Energy shall not be liable to you if the Utility supply has been stopped, interrupted, delayed or reduced due to the acts or omission of the Network Operator.

9.4 Except as expressly and specifically provided in this Deemed Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Deemed Contract.

10. RIGHTS ON TERMINATION

10.1 We may enter an objection under your transfer process and prevent an alternative supplier from Registering as the supplier at the Premises:

- (a) if you have any outstanding or overdue invoices;
- (b) if an alternative supplier attempts to Register a Metering Point in error; or
- (c) where Registration of Metering Point(s) would be in breach of industry regulations.

10.2 Your final invoice shall be based on the closing meter reading. Where a Metering Point has transferred to another supplier the closing meter read will be provided to Yü Energy by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by Yü Energy in the performance of this Deemed Contract.

10.3 On termination of this Deemed Contract for reasons outlined in clause 2.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the terms which existed at or before the date of termination or expiry.

11. CONFIDENTIALITY

11.1 Neither Party shall disclose confidential information relating to this Deemed Contract provided by one Party to the other without prior written consent of the other Party, except to comply with relevant law or regulation.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

12. NOTICES

- 12.1** Any notice or other communication given to a party under or in connection with this Deemed Contract shall be in writing, addressed to that party at its address and shall be delivered personally, or sent by pre-paid first class post or commercial courier, or sent by email to customercare@yuenergy.co.uk.
- 12.2** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the business address of Yü Energy; if sent by pre-paid first class post, at 9.00 am on the third Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed ; or if sent by email at 9.00 am on the next Business Day after transmission.
- 12.3** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. GENERAL

- 13.1** Yü Energy shall not be liable to you for its failure to fulfil its obligations under this Deemed Contract to the extent that the performance is prevented due to Force Majeure. Yü Energy shall notify you in writing as soon as reasonably practicable of the Force Majeure event and take reasonable steps to mitigate its effects.
- 13.2** Yü Energy may at any time assign, transfer, mortgage, charge or deal in any other manner with some or all of its rights and/or obligations under this Agreement, and may subcontract or delegate in any manner some or all of its obligations under this Agreement to any third party or agent. Without limitation, Yü Energy may assign this Agreement by way of security without notice, or may transfer this Agreement (and all its outstanding rights and obligations under this Agreement) to another energy supplier. You hereby irrevocably and unconditionally agree and consent to any such future transfer, and agree to accept such entity in substitution for Yü Energy from the effective date of such transfer. If Yü Energy has assigned this Agreement by way of security, the rights of the assignee shall (without limitation) include the right to require transfer of Yü Energy's rights and obligations under this Agreement to such assignee or a holder of a Supply Licence (to which you hereby irrevocably and unconditionally agree and consent). The assignee shall be entitled to enforce this Agreement under the Contract (Rights of Third Parties) Act 1999.
- 13.3** You shall not, without the prior written consent of Yü Energy, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Deemed Contract.

YÜ ENERGY DEEMED TERMS AND CONDITIONS

13. General

- 13.4** This Deemed Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deemed Contract.
- 13.5** Except as set out in this document, no variation of this Deemed Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.6** In addition to any other provisions of this Deemed Contract, Yü Energy may vary the Supply Rates or pass through any higher or additional costs:
- (a) as a result of any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of the relevant Utility to suppliers, during an emergency of a civil, energy supply or other nature; or
 - (b) if any changes made to your supply after the commencement of this Deemed Contract result in an increase or decrease in third party charges.
- 13.7** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.
- 13.8** If any provision or part-provision of this Deemed Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deemed Contract.

APPENDIX 1: DEEMED RATES FOR UTILITIES

ELECTRICITY

Correct as of 10th November 2018

HH	Fixed Daily Charge Price (pence/day)	Day Price (pence/kWh)	Night Price (pence/kWh)	kVA
	159.00	27.05	16.20	Charged at Distribution Network Operator's (DNO's) rate
NHH	Fixed Daily Charge Price (pence/day)	Day And Other Non Night Price (pence/kWh)	Night Price (pence/kWh)	kVA
Single Rate	159.00	22.05	22.05	N/A
Multi Rate	159.00	23.49	16.26	

GAS

Correct as of 10th November 2018

Annual Quantity (AQ) kWh	Fixed Daily Charge Price (pence/day)	Unit Price (pence/kWh)
<730,000 kWh	349.00	5.53
>730,000 kWh	2285.00	4.88

WATER

The deemed water rates payable by you shall consist of 2 elements:

1. All wholesale water costs. This includes all costs levied by the Wholesaler / Undertaker to Yü Energy that relate to the provision of your water, sewerage and trade effluent services to your Supply Point ID (SPID).

2. A fixed amount per SPID as calculated in the table below:

Correct as of 10th November 2018

	Estimated Annual Consumption (EAC) (cubic meters)*								
	<= 999	1,000 - 4,999	5,000 - 9,999	10,000 - 19,999	20,000 - 49,999	50,000 - 99,999	100,000 - 174,999	175,000 - 249,999	>= 250,000
Water and Sewerage Cost per SPID per day - £	0.41	0.66	3.23	3.62	4.47	17.75	18.58	18.58	25.84
Water, Sewerage and Trade Effluent Cost per SPID per day - £	0.62	1.03	4.93	5.30	6.70	26.10	27.21	27.21	36.41

* As reported in the Central Market Operating System (CMOS) as provided by the Water Market Operator Services Limited (MOSL)

For the avoidance of doubt, the deemed rate for water is calculated as the amount in part 1 (wholesale water costs) plus the amount in part 2.