

LCC GROUP LIMITED T/A GO POWER GENERAL TERMS AND CONDITIONS OF ENERGY SUPPLY

These terms and conditions, as amended from time to time (the "**General Terms and Conditions**") are applicable to and deemed incorporated into the Energy Supply Contract ("Contract") between LCC Group Limited T/A Go Power, as applicable, and a company, entity or party requesting a supply of Energy (the "**Customer**"), (together the "**Parties**").

1. DEFINITIONS

"**Accrued Charges**" means any costs, expenses or liabilities of any kind incurred by LCC Group Limited T/A Go Power as a result of LCC Group Limited T/A Go Power forward purchasing tradable commodities on behalf of the Customer for any period within the Supply Period.

"**Agreement**" means the Contract and all its schedules, including these General Terms and Conditions and any Special Conditions.

"**Business Day**" means any day (other than a Saturday or Sunday) on which banks are open for business in the Republic of Ireland and Northern Ireland.

"**Change in Occupancy Date**" has the meaning given to it in Clause 13.1.

"**Charges**" in respect of any billing period the "Rates" set out in the Contract multiplied by (subject to Clause 4.4) the metered quantity of Energy supplied to the Supply Point in respect of such billing period, in each case as may be varied in accordance with the Special Conditions or this Agreement.

"**Conditions Precedent**" mean the conditions precedent to this Agreement, if any, set out in any Special Conditions.

"**Customer's Premises**" means the premises at the Supply Address(es) specified in the Energy Supply Contract.

"**Energy**" means gas.

"**Expiry Date**" means, where a fixed term specified in the Contract, the last day of such fixed term starting on the Supply Period Start Date.

"**Force Majeure**" means any event or circumstance which would constitute force majeure under any applicable connection agreement or network code.

"**Insolvency Event**" means, in respect of the Customer:

- a) the stopping or suspension of making payments (whether of principal or interest) with respect to all or any of its debts or the announcement of an intention to do so;
- b) the suspension or cessation or the threatening to suspend or cease to carry on its business;
- c) the appointment of, or presentation of a petition for the appointment of, a liquidator, provisional liquidator, examiner, administrative receiver or receiver to or over the whole or any part of its assets;
- d) the entering into of any reorganisation, moratorium, scheme of arrangement or composition with or for the benefit of creditors generally or any class of its creditors;
- e) suffering any distress, sequestration, attachment or execution;
- f) the proposal or passing of a resolution to wind it up (other than in the circumstances of a solvent voluntary winding-up as part of a reorganisation or restructuring);
- g) becoming unable to pay its debts or being deemed to be unable to pay its debts pursuant to the Companies Act 2006
- h) taking or suffering any similar or analogous action to items above in any jurisdiction in consequence of debt.

"**Laws**" means all applicable laws, legislation, statutory instrument, directive, regulation, requirement, instruction, order, direction or rule or otherwise of any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions, and "Law" shall mean any one of them.

"**Last Resort Supply Direction**" means a direction given by the Regulator to a gas supplier requiring it to make available a supply of gas to premises previously supplied by another supplier

"**Regulatory Authority**" means either or both of the Commission for Energy Regulation and the Northern Ireland Authority for Utility Regulation or any other competent authority.

“**Relevant System Operator**” means any person who owns or operates the gas transmission or distribution system or provides metering services in Ireland or Northern Ireland, as applicable, from time to time.

“**Security**” means the security (if any) required by LCC Group Limited T/A Go Power set out in any Special Conditions.

“**SMP**”

“**Special Conditions**” means any special conditions notified by LCC Group Limited T/A Go Power to the Customer which forms part of this Agreement.

“**Standing Charge**” means the charge specified as such in the Contract, as may be varied in accordance with any Special Conditions or this Agreement.

“**Supply Period**” means the period commencing on the Supply Period Start Date and terminating on the Termination Date.

“**Supply Period Start Date**” means the date the Supply Point is confirmed as registered to LCC Group Limited T/A Go Power by the Relevant System Operator.

“**Supply Point**” means the applicable supply point specified in the Contract.

“**Termination Date**” means the date on which this Agreement is terminated pursuant to Clause 8.

In the event of inconsistency between these terms and conditions, any Special Conditions and the signed Contract, the following order of precedence shall prevail:

a) any Special Conditions; b) the Contract; c) these General Terms and Conditions; provided that nothing shall take precedence over Clauses 3.1, and 3.2 of these General Terms and Conditions.

2. COMMENCEMENT

(2.1) This Agreement shall commence on the date of execution by both parties and shall continue until the Termination Date.

(2.2) Unless otherwise agreed by the parties, LCC Group Limited T/A Go Power shall supply or procure the supply of Energy to the Customer at the Supply Point during the Supply Period and the Customer shall take delivery of such Energy at the Supply Point and pay for such Energy, in each case on the terms and conditions set out in this Agreement.

(2.3) LCC Group Limited T/A Go Power shall not be obliged to supply Energy to the Customer prior to the Supply Period Start Date or the earliest date the Supply Point is confirmed as registered to LCC Group Limited T/A Go Power by the relevant Network Operator. The Customer shall be liable for and shall hold LCC Group Limited T/A Go Power harmless in respect of any and all Energy usage by the Customer prior to the Supply Period Start Date, irrespective of the reason or reasons that the Supply Period Start Date has failed to occur and whether such failure was the fault of the Customer, LCC Group Limited T/A Go Power, a third party or otherwise.

3. CHARGES

(3.1) In consideration of LCC Group Limited T/A Go Power selling Energy to the Customer during the Supply Period, the Customer shall pay LCC Group Limited T/A Go Power the Charges.

(3.2) LCC Group Limited T/A Go Power shall be entitled to vary the Charges from time to time to reflect any changes in commodity prices or input costs including but not limited to a change in wholesale electricity, commodity fuel cost, financial cost or any other input costs or resulting from any change in Law or as a result of any action by Government or a Regulatory Authority. LCC Group Limited T/A Go Power will notify changes to the Charges as soon as reasonably practicable and, in any event, no later than 28 days after the increase comes into effect. Such changes shall take effect from the date specified by LCC Group Limited T/A Go Power in such notice. All Charges are exclusive of VAT and any other tax, duty or levy imposed in respect of Energy supplied. Invoices will be issued at the end of each billing period. The Customer will not be charged for changing supplier.

(3.3) Where tradeable commodities have been forward hedged at the Customer’s request, any costs arising from the new consumption profile will be included in any Accrued Charges calculation.

(3.4) All Overrun and Balancing charges will be pass through to the customer

4. TERMS OF PAYMENT

(4.1) The terms of payment in this Clause 4 and the Security requirements are based on the Customer’s current credit worthiness. If LCC Group Limited T/A Go Power considers that the Customer’s credit worthiness has changed, or that the Customer has suffered an Insolvency Event, LCC Group Limited T/A Go Power reserves the right to reassess the terms of payment and Security

requirements applicable to the Customer. If the parties fail to reach agreement on the reassessed terms of payment or Security requirements within 5 Business Days, LCC Group Limited T/A Go Power may terminate this Agreement forthwith by notice in writing.

(4.2) LCC Group Limited T/A Go Power will send the Customer for each billing period an invoice of the Charges and any other amounts due under this Agreement, together with any applicable Value Added Tax (VAT) or replacement or other tax and the Customer will pay such amounts by cleared funds on or before the 21st of the month following the invoice period. The Customer shall make such payment by direct debit, unless otherwise agreed between LCC Group Limited T/A Go Power and the Customer. If any payments are refused by the Customer's bank, LCC Group Limited T/A Go Power may charge, and the Customer shall pay to LCC Group Limited T/A Go Power a handling fee.

(4.3) The Customer shall not deduct or set-off any payments to be made under this Agreement against any amounts due to the Customer for other services provided by LCC Group Limited T/A Go Power .

(4.4) In the event of accurate data being unavailable to LCC Group Limited T/A Go Power for billing purposes, the Charges for Energy will be based on historical or estimated data. If accurate data subsequently becomes available LCC Group Limited T/A Go Power reserves the right to recalculate the Charges using the accurate data. The recalculation is entitled to take place up to 13 months after the month of consumption in accordance with market settlement rules. LCC Group Limited T/A Go Power will not be liable for interest accruing on payments made by the Customer in the event of an overpayment due to a billing error or inaccurate data.

(4.5) LCC Group Limited T/A Go Power may charge interest on overdue invoices on a daily basis from the due date until the date of payment at the Default Rate which shall be three percentage per annum above LIBOR as is applicable from time to time, along with reasonable costs of trying to recover overdue invoices. .. In addition, if any amount due is not paid by the due date, LCC Group Limited T/A Go Power shall be entitled to draw down the overdue amount from the Security.

5. METERING

The Customer shall ensure that LCC Group Limited T/A Go Power, the Relevant System Operators and their employees, agents and contractors have reasonable, safe and unobstructed access to metering equipment at all relevant times. Energy supply will be measured by metering equipment that will be installed and maintained in line with the relevant connection agreement which sets out the main commercial terms for the connection to the gas distribution system. The Relevant System Operator's staff, its agents or contractors will read the Customer's meter.

6. COMPLIANCE WITH LAWS

Each party must at all times during the term of this Agreement comply with all applicable Laws relevant to the performance of their obligations under this Agreement.

7. LIABILITY AND FORCE MAJEURE

(7.1) Neither party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the Parties from any obligation to make payments of money under this Agreement.

(7.2) Neither party will be liable to the other for loss of profit or revenue, loss of use, loss of contract or other business opportunity, loss of goodwill, loss or failure of or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement.

(7.3) Notwithstanding this LCC Group Limited T/A Go Power's liability to the Customer shall be limited to £50,000/ €50,000.

(7.4) The exclusions and limitation of liability in this Clause 7 shall survive the termination of the Agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.

(7.5) Nothing in this Clause 7 shall release the Customer from its obligation to pay the Charges in accordance with Clause 3.

8. TERM AND TERMINATION

(8.1) If this Agreement does not terminate on the Expiry Date, it will remain in force on a rolling calendar month basis. LCC Group Limited T/A Go Power shall be entitled to charge the higher of either the existing Rates applicable to the expired contract, or revised Charges with effect from the Expiry Date by notice to the Customer, such notice to be given no later than the date of the invoice in

which such charges are first applied (and may be given in the invoice or in a notice accompanying it). If this Agreement continues after the Expiry Date, the Parties shall be bound by this Agreement for the duration of any such extended period and repeat any representations and warranties given under this Agreement as at the commencement of any such extended period.

(8.2) This Agreement may be terminated:

- a) if a fixed term is specified in the Contract, by either party on or at any time after the Expiry Date, by giving no less than 20 Business Days' notice in writing to the other party specifying the date of termination.
- b) if no fixed term is specified in the Contract, by either party at any time by giving no less than 20 Business Days' notice in writing to the other party specifying the date of termination;
- c) by LCC Group Limited T/A Go Power forthwith by notice in writing in the circumstances described in Clause 4.1;
- d) by LCC Group Limited T/A Go Power forthwith by notice in writing to the Customer if the Customer has made unauthorised use of Energy or committed theft of Energy;
- e) by the Customer forthwith by notice in writing within 30 days of the date of notification of a change to these General Terms and Conditions or a change to the Charges;
- f) by LCC Group Limited T/A Go Power forthwith by notice in writing to the Customer upon the occurrence of an Insolvency Event;
- g) by LCC Group Limited T/A Go Power forthwith if the Conditions Precedent are not satisfied or Security is not provided by the Supply Period Start Date; or
- h) in any other circumstance specified in the Special Conditions.

(8.3) This Agreement shall be terminated from the date that a Last Resort Supply Direction, given to another Energy supplier, takes effect in relation to the premises supplied under this Agreement.

(8.4) Upon termination of this Agreement:

- a) closing meter readings will be taken at the Customer's Premises in respect of which this Agreement is being terminated, where a meter reading is not available, estimated readings will be applied;
- b) LCC Group Limited T/A Go Power will issue the Customer or the Customer's representatives with a final account for any outstanding amount which will include any Accrued Charges;
- c) the Customer will also pay any costs incurred by LCC Group Limited T/A Go Power as a result of instruction to the Relevant System Operator to de-energise or disconnect supply and in procuring a meter lock or meter disconnect as appropriate to the Customer's Premises and such other costs on termination set out in any Special Conditions; and
- d) the Customer shall and shall procure that its employees and agents shall permit LCC Group Limited T/A Go Power or its agent to enter the Customer's premises to remove LCC Group Limited T/A Go Power's or its agent's equipment.

(8.5) Action taken under this Clause 8 shall be without prejudice to either party's subsisting rights and to any additional rights specified in any Special Conditions.

(8.6) The Customer shall not take delivery of Energy while registered as a customer of LCC Group Limited T/A Go Power after the Termination Date. In the event that the Customer takes a supply of Energy while registered as a customer of LCC Group Limited T/A Go Power after the Termination Date, the provisions of this Agreement will survive termination and the Customer shall indemnify LCC Group Limited T/A Go Power against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by LCC Group Limited T/A Go Power in supplying the Customer after the Termination Date.

(8.7) If an MPRN covered by contract undergoes a change of legal entity during the contract term, that MPRN shall remain under the supply of LCC Group Limited. In the event the MPRN moves to a different supplier LCC Group Limited reserve the right to recoup loss of revenue across the remaining MPRN's governed by the contract.

(8.8) All rights and liabilities, which accrued prior to termination and Clauses 4, 7, 8, 9, 10.2, 13, 14, 15 and 19 will survive termination of this Agreement.

9. DE-ENERGISATION

(9.1) The Customer's Premises may be de-energised at the request of LCC Group Limited T/A Go Power without liability to LCC Group Limited T/A Go Power for any loss or damage suffered by the Customer if:

- a) the Customer fails to pay any invoice for charges within the timescale outlined in Clause 4;

- b) the Customer breaches this Agreement or the relevant connection agreement and does not remedy the breach within a reasonable time after having received written notification of such breach;
- c) the Customer has made unauthorised use of Energy or committed theft of Energy;
- d) an Insolvency Event occurs in respect of the Customer;
- e) the Customer continues to use Energy supplied by LCC Group Limited T/A Go Power at the Customer's Premises after the Termination Date; or
- f) the Conditions Precedent are not satisfied or Security is not provided by the Supply Period Start Date.

10. REPRESENTATIONS AND WARRANTIES

(10.1) The Customer represents and warrants to LCC Group Limited T/A Go Power that:

- a) the Customer has full legal right, power and authority to enter into this Agreement and at all times throughout the term of this Agreement to execute, deliver and perform all its obligations under this Agreement;
- b) the execution of this Agreement has been duly authorised by all necessary corporate action on behalf of the Customer;
- c) at the date of this Agreement and at all times during the term, the information provided by the Customer and set out in the Contract is true and correct in all material particulars; and
- d) at the date of this Agreement and at all times throughout the term of this Agreement, there are no facts or circumstances which have not been notified to LCC Group Limited T/A Go Power in writing prior to the date of commencement of this Agreement which would prevent LCC Group Limited T/A Go Power from exercising its rights under Clause 8.

(10.2) The Customer hereby indemnifies LCC Group Limited T/A Go Power in relation to any breach of the representations and warranties set out in this Clause 10.

11. DATA PROTECTION

LCC Group Limited T/A Go Power shall not use the Customer's personal information other than for the purposes directly connected with the supply of Energy under the terms of this Agreement without the express authorisation of the Customer unless necessary for reasons of safety or permitted by law.

12. OBLIGATION TO PROVIDE INFORMATION

(12.1) The Customer must notify LCC Group Limited T/A Go Power immediately upon:

- a) the Customer's credit rating being changed;
- b) any of the Customer's representations and warranties ceasing to be true in any material particular; or
- c) the occurrence of an Insolvency Event.

(12.2) The Customer must provide LCC Group Limited T/A Go Power within 7 days of request (or in the case of emergency such shorter time as LCC Group Limited T/A Go Power may request) such information as LCC Group Limited T/A Go Power may request to enable it to comply with applicable Laws, and must continue to provide LCC Group Limited T/A Go Power with all such information as soon as is reasonably practicable.

13. CHANGE IN OCCUPANCY

(13.1) In the event that the Customer moves its own business operations from the Customer's Premises, and is replaced by a new occupant, the Customer shall provide at least 20 days' notice in writing to LCC Group Limited T/A Go Power, stating the date and time from which a new occupant will be occupying the Customer's Premises and whether the occupant will require Energy supply from LCC Group Limited T/A Go Power from such date (the "**Change in Occupancy Date**"). The customer must provide LCC Group Limited T/A Go Power with a closing meter reading. If the Customer fails to do so, it shall be responsible for all Energy supplied by LCC Group Limited T/A Go Power and consumed at the Customer's premises until such a date when a new occupant is registered at the meter point. This is without prejudice to the provisions of Clause 8.

(13.2) In the event of a new occupant requiring supply of Energy from LCC Group Limited T/A Go Power, the Customer shall procure that such occupant enters into a new contract for the supply of Energy on terms substantially similar to this Agreement prior to the Change in Occupancy Date.

(13.3) In the event of a new occupant occupying the Customer premises and entering into a new contract with LCC Group Limited T/A Go Power for the supply of Energy, the termination provisions of Clause 8 shall apply if the Customer is terminating the contract due to its relocation, closure, change of use or cessation of operations. In the event that the new occupant does not enter into a

contract with LCC Group Limited T/A Go Power for the supply of Energy, the Customer shall remain liable for any Energy supplied by the LCC Group Limited T/A Go Power and consumed at the Customer's Premises from the Change in Occupancy Date.

14. DISPUTE RESOLUTION

In the event of any dispute or difference of whatever nature in connection with this Agreement the Parties will use reasonable endeavours to resolve the matters in dispute in good faith by mutual discussion. If the dispute has not been resolved by such mutual discussions within 15 Business Days, the dispute may be referred to the Consumer Council for Northern Ireland or the Commission for Energy Regulation for Republic of Ireland. Save in respect of a dispute regarding termination of this Agreement, performance of the Agreement by both Parties will continue during the dispute resolution process. (Outstanding Invoices?).

15. CONFIDENTIALITY

This Agreement and all information provided in connection with this Agreement shall be treated as confidential, and shall not be disclosed without the prior written consent of the other party, save that consent shall not be required for disclosure:

- a) to directors, employees, consultants, professional advisors or affiliates of either party, provided that they in turn are required by that party to treat the information disclosed as confidential;
 - b) to any financial institution in relation to the financing of either party's business activities, provided that the financial institution is required by that party to treat the information disclosed as confidential;
 - c) to the extent required by any Law, judicial process or the rules and regulations of any recognised stock exchange;
 - d) to the extent necessary to enable LCC Group Limited T/A Go Power to perform its obligations and supply or procure the supply of Energy under this Agreement;
- or
- e) to any intending assignee of the rights and interests of either party or any potential purchaser of either party, provided that such intending assignee is required by that party to treat the information disclosed as confidential.

16. CODES OF PRACTICE

LCC Group Limited T/A Go Power has created the following Codes of Practice, (1) Complaints Handling, and (2) Efficient Use of Natural Gas. Copies of these Codes are available upon request, or on the Go Power website at <http://www.gopower.co.uk/More-Information/Codes-of-Practice.aspx>

17. NOTICES

(17.1) All notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:

In the case of LCC Group Limited T/A Go Power:

: LCC Group Limited T/A Go Power, LCC House, 1 Lissan Road, Cookstown, BT80 8EN

(17.2) In the case of the Customer, to the Address for service of Notices specified in the Contract, marked for the attention of the

Customer's representative as specified in the Contract.

A party may change its address for service at any time by notice in writing to the other party. Notices will be deemed served or delivered to the addressee or their office:

- a) If delivered by hand, upon the date of delivery;
- b) If delivered by pre-paid ordinary post within the jurisdiction in which the Customer resides or is registered, 2 Business Days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which the Customer resides or is registered, 5 Business Days after sending;
- c) If delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or
- d) If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.

(17.3) LCC Group Limited T/A Go Power, and/or its agents acting on their behalf, may wish to contact Customers by email, text message, post, telephone or in person, with information about products and services (relating to Energy or other products and services including those offered by third parties) which may be of interest to Customers. Customer's who wish to opt out of this communication should write to LCC Group Limited T/A Go Power to advise them of the same.

18. MISCELLANEOUS

(18.1) These General Terms and Conditions are subject to change from time to time, whether to reflect any new Energy market arrangements or Laws, directions of Regulatory Authorities, or otherwise. LCC Group Limited T/A Go Power may provide the Customer with revised General Terms and Conditions or notify the Customer on their bill, by email, by letter or by way of public advertisement that revised General Terms and Conditions are applicable. In any case, the revised General Terms and Conditions will be deemed incorporated into this Agreement from the later of the date of notification to the Customer or the date that the revised General Terms and Conditions are specified to come into effect.

(18.2) LCC Group Limited T/A Go Power may assign the benefit of this Agreement or any part of it. The Customer may assign the Agreement subject to the written consent of LCC Group Limited T/A Go Power, which consent shall not be unreasonably withheld.

(18.3) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements between the Parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not entered into this Agreement on the basis of any representation or warranty other than those set out herein.

(18.4) Any waiver under this Agreement must be in writing. No waiver of any power or right shall be construed as a waiver of any other power or right. A waiver of a breach will not operate or be construed as a waiver of any other or further breach.

(18.5) If any court of competent jurisdiction declares any provision of this Agreement void, that provision will be severed and the remainder of this Agreement will remain in full force and effect. If any provision of this Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, this Agreement will be amended by agreement between the Parties, or failing such agreement, as determined by LCC Group Limited T/A Go Power acting in good faith, in such a way as to give effect to the commercial intent of the Parties as set out in this Agreement.

(18.6) The laws of Northern Ireland will govern this Agreement, and the Parties accept the non-exclusive jurisdiction of the courts of Northern Ireland.

19. GAS EMERGENCIES AND INTERRUPTIONS TO SUPPLY

(19.1) LCC Group Limited T/A Go Power may be required by the network operator (amongst others) to disconnect or cease a gas supply at the Supply Address(es), or take such other action as required for any reason of system security, or to comply with any requirement of applicable Laws or regulation. In these instances the Customer will be notified, and upon such notification must refrain from using gas immediately. LCC Power Limited T/A Go Power shall have no liability to the Customer for any loss or damage arising as a result.

(19.2) In the event of an EMERGENCY, CALL Phoenix Natural Gas Northern Ireland 24 hour Emergency service on 0800 002 001.

(19.3) For any other queries or purposes such as metering issues, LCC Group Limited T/A Go Power should be contacted on 028 86760600, who will liaise with PNG on the Customers behalf.