

Commercial Heat Supply Agreement (Commercial)

This Heat Supply Agreement is made between You and Us and sets out the basis on which We will make a Heat Supply to You (the Customer) at the Supply Address and You shall pay Us the Charges for Heat Supply used.


Us/We/Our:	Core Sustainable Heat Management Limited , company number 10586130 and having its registered office address at The Old Schools, Trinity Lane, Cambridge, Cambridgeshire, United Kingdom, CB2 1TN	
Customer/You/Your:	[Customer]	
Supply Address, including postcode:		
Billing Address (leave blank if this is the same as the Supply Address)		
Customer/Your Contact Details	Tel: Mob:	Email:
Declared Maximum Heat Capacity	<i>(peak instantaneous demand)</i>	
Network Extension:	No	
Sub-Metering:	No	
Connection Charge (if applicable)	N/A	
Initial Heat Capacity Charge	Per kW per month: £1.58	
Initial Standing Charge	Per day: £0.3554	
Initial Unit Price for Heat Supply	Per kWh: £0.1553 ex VAT	
Heat Exchanger:	is Our responsibility to maintain	
Supply Start Date:		
Customer enquiries:	Tel: 01223 874 930	E-mail: core@eddington-cambridge.co.uk
Emergency Reporting:	Tel: 03332 079 501	http://portal.nwcambridge.co.uk/

1. The attached Terms and Conditions of Supply are part of this agreement.
2. You are connected to a district heating scheme owned by the University of Cambridge. We operate the district heating scheme and will provide the Heat Supply to You and others connected to it.
3. This is a legal document. Words and phrases starting with capital letters have specially defined meanings. Those meanings are given above and clause 15 of the attached Terms and Conditions of Supply.
4. By signing below:
 - a. You are making a legally binding agreement to comply with the terms of this agreement, including the attached Terms and Conditions of Supply;
 - b. You agree to pay the Connection Charge (if indicated above) immediately;
 - c. You agree to pay all other Charges due to Us on time by variable direct debit (using the direct debit mandate attached) or by such other means as We may agree; and

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- d. You confirm that You have read and understood this agreement, including the attached Terms and Conditions of Supply.

Your attention is drawn to the attached Terms and Conditions of Supply allowing Us to suspend or cancel Your Heat Supply in certain circumstances (clause 8.1), restricting Our liability if We fail to meet Our obligations under this agreement (clause 12) and informing You how We use Your personal information (clause 13). By using the Heat Supply or allowing others to do so, You are deemed to have accepted the terms of this agreement.

Signed by You, the Customer		
Sign	Print name	Date
Signed by Core Sustainable Heat Management Limited		
	Housing Operations Manager	

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TERMS AND CONDITIONS OF SUPPLY

1. Introduction

Words and phrases starting with capital letters have specially defined meanings. Those meanings are set out in the Table of Definitions in clause 15 of these Terms and Conditions of Supply.

2. Provision of Heat Supply

2.1. This agreement takes effect between You and Us and begins when We receive a copy of this agreement signed by You or You start using the Heat Supply, whichever is sooner.

2.2. Subject to the provisions of this agreement, We will:

- a. provide and maintain and, if necessary, repair and replace, the Supply Equipment to the Heat Connection Point; and
- b. provide Your Heat Supply at the Supply Address, from the earlier of:
 - i. the Supply Start Date;
 - ii. the date You notify Us of in accordance with **clause 10.1 (moving in)**; and
 - iii. the date You start using Your Heat Supply,

unless and until the Heat Supply is suspended or cut off or this agreement is cancelled in accordance with clause 8 (Suspension of Heat Supply and cancellation by Us) or this agreement is terminated as provided in **clause 10.3 (leaving the Supply Address)**.

2.3. You agree:

- a. not to obtain a Heat Supply to the Supply Address other than from Us; and
- b. to the extent such restrictions are permitted by law, not to:
 - i. install any gas hot water or heating solution or any electricity storage heating solution or ground source heat solution at the Supply Address;
 - ii. install any independent central heating system at the Supply Address;
 - iii. install any co-generation plant or any other plant capable of generating heat and power at the Supply Address; or
 - iv. do anything to commercially undermine Our business of providing Heat Supply.

2.4. You agree to pay all Charges due to Us and any other costs or charges made in accordance with this agreement. Our Charges will be determined in accordance with this agreement.

2.5. We will endeavour to provide Your Heat Supply in accordance with Our Customer Service Charter but We do not guarantee that Your Heat Supply will be available at all times.

2.6. We may need to interrupt Your Heat Supply for various reasons. These include (but are not limited to):

- a. any fault on any equipment within the Supply Address or any other equipment used by Us;
- b. a need to carry out work on any equipment used by Us;
- c. a risk of injury to any person or damage to property; or
- d. interruption or deterioration in gas, water, electricity or telecommunications supplies made by any Utility Company.

2.7. We will endeavour to keep such interruptions to a minimum.

2.8. Except in an emergency and provided that it is reasonably practicable for Us to do so, We will give You written notice in advance before We interrupt Your Heat Supply. Wherever reasonably practicable, We will tell You:

- a. the date on which Your Heat Supply will be interrupted by Us;
- b. the earliest time on that date when Your Heat Supply will be interrupted by Us; and

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- c. how long Your Heat Supply is likely to remain interrupted.
- 2.9. You agree that We are not responsible for any discontinuation of or deterioration in quality of the Heat Supply in the circumstances set out at **clauses 9.1 (Suspension of Heat Supply and cancellation by Us)** or **clause 3.3 (Where We are not responsible)**.
- 2.10. **We are not responsible for equipment in Your premises or for any of the Customer's Equipment past the Heat Connection Point, including any equipment returning back to the Heat Exchanger.**
- 3. **Customer Charter and service standards**
 - 3.1. We shall comply with Our Customer Service Charter but if anything set out in Our Customer Service Charter conflicts with any of the terms of this agreement, the terms of this agreement shall take precedence.
 - 3.2. We shall use Our reasonable endeavours to meet the Service Standards at all times.
 - 3.3. However, We shall not be liable for any failure to meet the Service Standards or otherwise in respect of any interruption to or deterioration of Your Heat Supply where:
 - a. You have informed Us prior to the event or circumstance giving rise to any remedy that You do not wish Us to take any action in regard to such event or circumstance or that any action already taken by Us is sufficient;
 - b. We have requested specific information from You and this information has not been provided within any reasonable timeframe specified for receipt of that information by Us or We reasonably consider that the information provided by You was frivolous or vexatious;
 - c. it was not reasonably practicable for Us to take the action required as a result of:
 - i. severe adverse weather conditions;
 - ii. industrial action (other than by Our own employees);
 - iii. inability to obtain access to the Supply Address or any other relevant premises;
 - iv. circumstances in which it would be likely that such action would be in breach of the law;
 - v. civil emergency or act of terrorism; or
 - vi. other circumstances of an exceptional nature beyond Our control and which We have taken reasonable steps to prevent;
 - d. any relevant fault in, interruption of or deterioration in Your Heat Supply:
 - i. was caused as a result of a fault or failure or lack of repair, replacement or maintenance of any Customer's Equipment, Network Extension prior to Acceptance by Us (where applicable), any plant or equipment on Your side of the Heat Connection Point or any other plant or equipment other than the Supply Equipment owned by Us or maintained by Us;
 - ii. was caused by interruption or deterioration in gas, water, electricity or telecommunications supplies made any Utility Company;
 - iii. was otherwise beyond Our control and We have taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent or mitigate the effect and circumstance; or
 - e. You have not paid all Charges due to Us in accordance with this agreement, whether or not We have taken any of the steps set out in **clauses 9.1 and 9.2 (Suspension of Heat Supply and cancellation by Us)**.
- 4. **Reporting faults, Unplanned Interruptions and Emergencies**
 - 4.1. If there is a fault or Unplanned Interruption to Your Heat Supply (other than an interruption We have told You about), You must tell Us as soon as possible by calling Our help desk on the following number: **help desk: 03332 079 501**.

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- 4.2. We will:
- a. log Your call and issue a unique call reference number;
 - b. attempt to establish whether the reported fault, Unplanned Interruption or Emergency has arisen in respect of the Supply Equipment, the Customer's Equipment, equipment within the Supply Address or elsewhere;
 - c. tell You what We will do in response to the reported fault, Unplanned Interruption or Emergency;
 - d. where necessary, arrange for Our engineer to visit the Supply Address; and
 - e. tell You if the reported fault or Unplanned Interruption or Emergency relates to a matter which is outside the scope of Our responsibility under this agreement and, if that is the case and where We are able to do so, tell You who You should contact regarding the reported fault or Unplanned Interruption or Emergency.
- 4.3. Where, as a result of a request from You in accordance with **clause 4.1 (Reporting faults)**, We agree to visit the Supply Address to investigate any problem with the Heat Supply, We will offer an appointment within 4 (four) hours in the case of Emergencies and 24 (twenty four) hours in the case of non-Emergencies, or such other timeframe as is reasonable in the circumstances provided, however, that We shall not be liable for any failure to do so in the circumstances set out in **clause 3.3 (Where We are not responsible)**.
- 4.4. Where indicated on the first page of this agreement, You may be receiving Heat Supply before We have taken over responsibility for a Network Extension. If this is the case, We are not responsible for the Network Extension (or any faults or interruptions associated with it) unless and until We have Accepted it in accordance with the terms of the relevant Connection Agreement. We will notify You when this takes place. Until then, this is either Your or Your Landlord's responsibility.

5. Meters & Supply Equipment

- 5.1. This agreement does not give You any ownership of any Supply Equipment. You will not interfere with, damage or attempt to remove any part of the Supply Equipment.
- 5.2. We shall aim to inspect the Meter at least once every 24 (twenty four) months.
- 5.3. You must tell Us as soon as possible if You believe any Meter or the Heat Exchanger is damaged destroyed or defective or if anyone other than Us or Our agents, representatives or contractors interferes with or removes any Meter or Heat Exchanger.
- 5.4. You are responsible for any damage (including damage caused by misuse or vandalism but not any damage due to fair wear and tear) to the Supply Equipment and any damage caused by failure or refusal to grant access to the Supply Address in accordance with **clause 8 (Access)**, except in either case where:
- a. damage is caused by an act or omission by Us, Our agents, representatives or contractors; or
 - b. damage is caused by a problem with Your Heat Supply.
- 5.5. We have the right to charge You in respect of any damage for which You are responsible, including the cost of any associated repair or replacement of any of the Supply Equipment (or any other equipment outside of the Supply Address) which is Our responsibility to maintain and where repair or replacement is required as a result of damage caused by You. Our rights under this clause are in addition to any other right or remedy We may have under or in connection with this agreement.
- 5.6. If there is Sub-Metering at the Supply Address, You are responsible for all Charges associated with Heat Supply to the premises served by any such Sub-Meter(s) save for so long as there is a duly executed Heat Supply Agreement entered into with Us by someone else which has not expired or been terminated. You should notify Us as early as possible of a change of occupier of any premises served by such a Sub-Meter.

6. Your Bills

- 6.1. Where a Connection Charge is specified on the first page of this agreement, this must be paid on signing this agreement. All other payments of Charges must be made by monthly variable direct

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- debit unless We agree a different means of payment (which may incur an additional handling charge).
- 6.2. We may from time to time select a third party to act on our behalf in providing billing services for Your Heat Supply.
 - 6.3. We will send You, or arrange for You to be sent, a monthly Bill for the Charges payable by You. Your Bill will indicate:
 - a. the billing date (if it is necessary to change the billing date, We shall aim to give you 31 (thirty one) days' prior written notice of the new billing date);
 - b. the billing period;
 - c. the amount due for payment;
 - d. the due date for payment, which shall be 14 (fourteen) days from the billing date;
 - e. the balance of Your account;
 - f. details of all Charges making up Your Bill;
 - g. any amount We require You to pay Us immediately; and
 - h. details of how to contact Us
 - 6.4. You will accept as accurate all Meter readings taken by Us or allow Us to use estimated Meter readings unless there is an obvious error or a Meter is obviously defective.
 - 6.5. If We find that a Meter is defective, We will adjust the Charges to take into account any error or inaccuracy in the Meter reading. We may adjust an incorrect Meter reading based on Our reasonable estimate of the amount of Heat Supply used by You.
 - 6.6. If Meter readings are not available, We shall send You a Bill for the Charges based on an estimate of Your consumption of Heat Supply. We will reconcile any estimate of Heat Supply used by You against actual Meter(s) readings when We next read Your Meter(s) and may adjust the amount of the Charges accordingly.
 - 6.7. We will endeavour to minimise the number of estimated Bills.
 - 6.8. You must pay Us the amount due as shown on Your Bill within 14 (fourteen) days of the date of Your Bill.
 - 6.9. In respect of Your monthly variable direct debit:
 - a. We will aim to ensure that the direct debit payments to be made by You are set at a level to cover the annual anticipated Charges. We will review Your account at least annually to ensure Your payments are sufficient to cover Your Heat Supply usage;
 - b. if, at any time, the total amount of payments You have made is less than the Charges incurred to date, We may require You to pay the difference to Us within 14 (fourteen) days of the date of Our Bill or We may increase the amount debited from Your bank account so that We recover the difference over a period reasonably acceptable to Us; and
 - c. if Your direct debit mandate is not honoured by Your bank for any reason, We may levy a reasonable additional administration charge as set out in **Schedule 1 (Charges)**.
 - 6.10. We aim to process refunds of any money owed to You within 10 (ten) days or should You agree, We may set-off the relevant amount against Your future Bills.
 - 6.11. In certain circumstances, We may issue a back-Bill to You where You have not been correctly charged for the Heat Supply. We shall not issue a back-Bill or otherwise seek payment for Heat Supply supplied but not billed where more than 1 (one) year has passed since the end of the period of Heat Supply in question and We were at fault.
 - 6.12. We will aim to issue You with an Annual Statement indicating:
 - a. the statement date;
 - b. the statement period;

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- c. the total amount We charged over the statement period;
 - d. the Charges, including the Variable Charge, Standing Charge and VAT; and
 - e. the amount of Heat Supply consumed by You during the statement period.
- 6.13. We will issue Your Bill and Annual Statement either in paper version by post or electronic format via email. You will also be able to access Your Bill via Our website at www.core.nwcambridge.co.uk provided You have registered with Us to do so. Should You require additional copies of Your Bill or Annual Statement, We will charge You £5 (five pounds) for each additional copy You require.
- 6.14. If You do not pay any Charges due on time, We reserve the right to charge interest on the unpaid amount at the rate of 4% (four percent) above the Bank of England Base Lending Rate, in force at the time. Interest charges are in addition to any other rights We have due to Your failure to pay or to make payments on time.
- 6.15. If You are in material breach of your obligations to pay the Charges, We may require You to pay Us all sums owing to Us and a reasonable cash deposit as security for payments that may become due to Us. If You do not then pay the deposit We may (to the extent permitted by law) refuse to supply You or cut off your Heat Supply until You settle any Charges outstanding and pay the deposit and all costs relating to cutting off and reconnecting your Heat Supply. This is without prejudice to Our the right to take court action to recover outstanding Charges and additional costs.

7. Our Charges and changes to the Charges

- 7.1. You agree to pay all sums due to Us under this agreement. These will be:
- a. an amount to cover the Charges;
 - b. any applicable VAT and any other Government imposed taxes or charges in respect of the Heat Supply or any other services We provide under this agreement;
 - c. any amount We add to recover underpayments or overdue Charges (less any amount We deduct in relation to overpayments) plus any applicable interest for late payment;
 - d. any reasonable and proper costs or charges arising from damage for which You are responsible under this agreement or any other breach of this agreement by You; and
 - e. any other reasonable and proper costs or charges incurred in accordance with this agreement.
- 7.2. Until this agreement comes to an end, You will continue to be responsible for all Charges even if:
- a. the Supply Address is vacant or occupied by someone other than You;
 - b. Your Heat Supply is used by someone other than You whether with or without Your knowledge or permission;
 - c. You do not use the Heat Supply for any period; or
 - d. Your Heat Supply is not available for any reason (other than where this is due to Our default).
- 7.3. We may only change our Charges as set out in **Schedule 1 (Charges)**.
- 7.4. We will give You at least 30 (thirty) days' notice of any change in our Charges. Our notification will be final and binding on You in the absence of manifest error.
- 7.5. After the 3rd (third) anniversary of this agreement, and on each anniversary thereafter, You may notify Us of a lower Declared Maximum Heat Capacity which You require.

8. Access

- 8.1. Other than in an Emergency, We shall give You at least 48 (forty eight) hours written notice should We require access to the Supply Address.
- 8.2. Subject to **clause 9.1 (Suspension of Heat Supply)**, You agree to give Us, Our agents, representatives and contractors safe and uninterrupted access to the Supply Address and the Supply Equipment:

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- a. at all reasonable times and upon reasonable notice for any purpose in connection with Your Heat Supply or the Supply Equipment including reading, inspecting, repairing, exchanging, installing, isolating or removing any part of the Supply Equipment;
 - b. at all reasonable times and upon reasonable notice where We have a right to suspend or cut off your Heat Supply under this agreement;
 - c. at all reasonable times and upon reasonable notice after this agreement ends, if We wish to recover any part of the Supply Equipment or other equipment belonging to or used by Us;
 - d. at all reasonable times to inspect and/or test any other equipment or connection used in the provision of the Heat Supply;
 - e. at any time where danger to life or property may exist in connection with the Heat Supply; and
 - f. at any time for any purpose required by any relevant legislation.
- 8.3. In an Emergency, You agree that We and Our agents, representatives and contractors may enter the Supply Address if You are not there provided that the Supply Address is left no less secure by reason of such entry and provided that We pay You reasonable compensation for any damage caused to Your property by Us or by Our agents, representatives or contractors in obtaining such entry.

9. Suspension of Heat Supply and cancellation by Us

- 9.1. To the extent permissible by law, We may cancel this agreement or suspend or cut off the Heat Supply (or any element of the Heat Supply) immediately if:
- a. You are in significant breach of this agreement (including any failure to pay the Charges where We have followed the process set out in **clause 9.2** or where You are 6 (six) months or more in arrears);
 - b. We have reason to believe that You or any other person has or has attempted to take a Heat Supply at the Supply Address in a way intended to avoid paying for it or otherwise without authorisation;
 - c. Our contractual obligation and/or rights to provide Your Heat Supply under Our agreement with Your Landlord (where relevant) or the University is terminated or suspended for any reason;
 - d. We have reason to believe there may be a danger to life or property;
 - e. You materially exceed the Declared Maximum Heat Capacity; or
 - f. any other circumstances exist that are beyond Our control and which prevent Us from providing the Heat Supply to You (including circumstances as a result of any relevant legislation or change in law) or where it is not reasonable in all the circumstances for Us to provide the Heat Supply to You.
- 9.2. Where the Heat Supply is to be suspended or cut off because You have not paid the Charges in full or any deposit, We will give at least 7 (seven) days' notice after having sent You at least one notice warning You that You have not paid the Charges or the deposit (as the case may be). In all other cases, We will give You such notice of our decision to suspend or cut-off the Heat Supply as is reasonable in all the circumstances, being in any case not less than 72 (seventy two) hours' notice
- 9.3. We may levy a reasonable charge, as set out in **Schedule 1 (Charges)**, in respect of the disconnection and for the reconnection of the Heat Supply.
- 9.4. Following any cancellation of this agreement or the suspension or cutting off of the Heat Supply, We will still have all Our rights against You and You must allow Us, Our agents, representatives and contractors to enter the Supply Address to alter, remove or reconfigure any equipment if We need to do so. You must pay Our costs for this. All other sums still due to Us will still be payable by You to Us.
- 9.5. If any of the circumstances specified in **clause 9.1** occur or We (acting reasonably) consider it necessary, We may take such action as, in Our discretion, We consider appropriate including, but not limited to:

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- a. taking action to isolate the Heat Supply to the Supply Address;
- b. taking court action to recover outstanding Charges and additional costs;
- c. requiring a security deposit before reconnecting the Heat Supply; and/or
- d. taking court action to gain entry to the Supply Address for the purpose of isolating the Heat Supply or installing, modifying or activating a pre-payment mode on a Meter on which this is not already activated.

10. Occupying, vacating, sub-letting and assigning Your lease of the Supply Address

- 10.1. You will notify Us of the date You move into the Supply Address under a tenancy agreement or the date on which you entered a lease or purchased the leasehold or freehold title to the Supply Address.
- 10.2. Your obligations under this agreement will not be altered or reduced in any way as a result of any sub-letting or assignment by You of Your interest in the Supply Address. As such, You will remain liable to Us in respect of all Charges and any breach of Your obligations under this agreement notwithstanding any sub-letting or assignment of the whole or any part of the Supply Address or the fact that any such breach may have been caused by any person or persons to whom You have sub-let or assigned Your interest in the Supply Address. You may not assign this agreement without our prior written permission.
- 10.3. However, if You leave the Supply Address:
 - a. You agree to notify Us of the date You vacate the Supply Address under a tenancy agreement or the date on which You sell the leasehold or freehold title to the Supply Address;
 - b. where applicable, You agree to comply with any and all requirements under Your lease of the Supply Address in respect of the Heat Supply, and to procure that any person to whom Your lease is assigned enters into an agreement with Us for the Heat Supply;
 - c. this agreement will terminate on the date that Heat Supply to the Supply Address commences under a Heat Supply Agreement with someone else; and
 - d. this agreement may be terminated by You provided You give Us at least 21 (twenty one) days' written notice prior to the date of Your departure whereupon Heat Supply to the Supply Address will be terminated on the notified departure date.
- 10.4. You will remain liable for all Charges arising under this agreement until this agreement is terminated.
- 10.5. Subject to You providing the notification under **clause 10.3 (Vacating the Supply Address)**, We shall endeavour to provide You with a final Bill within 2 (two) weeks following the date You have provided such notice and vacated the Supply Address. If We are unable to issue a final Bill within 2 (two) weeks, We shall provide You with an explanation as to why the final Bill has not been issued and We shall issue a final Bill within 7 (seven) days of the date on which the final Bill was due to be issued.
- 10.6. Where You fail to notify Us in accordance with **clause 10.3 (Vacating the Supply Address)**, We shall continue to charge You for making available the Heat Supply to the Supply Address and You will remain liable for all Charges at the Supply Address until another person occupies the Supply Address and registers with Us for the Supply Address as the Customer for that Supply Address.

11. Complaints and queries

- 11.1. You should address any complaints or queries regarding the Heat Supply or Service Standards covered by this agreement to Us by:
 - a. telephoning Our customer relations team on: 01223 874930; or
 - b. emailing Us at: core@eddington-cambridge.co.uk
- 11.2. We aim to fully resolve or agree a solution to your complaint at the first point of contact. If We cannot do this, We will complete Our investigations into the matter and contact You within 10 (ten) working days.

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- 11.3. If You are still unhappy with the outcome of Your complaint, please contact Our head of customer relations on any of the two contact points above. A full review of Your complaint will then take place. You will be kept updated during every stage of the complaint review. This review should also be completed within a further 10 (ten) working days of You contacting Our Head of Customer Relations. We will send You a Final Letter setting out Our final position on the complaint.
- 11.4. Where We have advised that any subject matter of the complaint is outside of the scope of Our responsibilities under this agreement, where applicable, You should contact Your Landlord.
- 11.5. Nothing in this **clause 11 (Complaints and queries)** affects any legal rights You may have.

12. Liability

- 12.1. We do not exclude or restrict Our liability for death or personal injury caused by Our negligence or that of Our agents, representatives or contractors. Subject to that:
- a. neither We nor any of Our employees, agents or contractors will ever be liable under or in connection with this agreement for any:
 - i. indirect or consequential loss or damage;
 - ii. financial loss, loss of profit, loss of revenue, loss of contract, loss of goodwill or third party claims;
 - iii. loss caused by corruption or damage to electronic data or software;
 - iv. matter which is stated not to be Our responsibility under this agreement; or
 - v. loss caused by something beyond Our reasonable control (including without limitation, strikes or industrial disputes not involving Our employees, war, bad weather, fire, flood or storm, accidents, breakdown of plant or machinery, interruption to gas, water, electricity or telecommunications connections serving the Supply Equipment, terrorism or natural disaster or compliance with any law or governmental order, rule, regulation or direction).
 - b. Our liability to You under or in connection with this agreement will be limited as follows:
 - i. in respect of any property damage or damage to personal possessions caused by Our negligence or that of Our agents, representatives or contractors, Our liability will be limited to £25,000 (twenty five thousand pounds); and
 - ii. in respects of any other matters, Our liability will be limited to £100 (one hundred pounds) per incident or series of related incidents in any 12 (twelve) month period and a maximum of £1,000 (one thousand pounds) in total under or in connection with this agreement.

13. Data protection

- 13.1. We will only use information We have about You and Your account and any information We may have about other individuals at the Supply Address as set out in this **clause 13 (Data protection)** and in accordance with relevant Data Protection Legislation.
- 13.2. We will use information We hold about You and Your account and other individuals at the Supply Address to service Your account, including but not limited to:
- a. setting up or closing Your account and making any changes to the terms of making the Heat Supply to You;
 - b. identifying You when You make enquiries or complaints;
 - c. billing and debt recovery;
 - d. prevention of fraud or loss;
 - e. quality assurance (including recording communications with You);
 - f. checks with credit reference agencies (who will keep a record of the search);

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- g. providing information to the University to allow the Heat Supply to be provided by others should Our contractual obligation and/or rights to make the Heat Supply in the area of the Supply Address be terminated or suspended for any reason.

13.3. If You want details of the credit reference/fraud prevention agencies from whom We obtain and with whom We record information about You, You should write to us at: core@eddington-cambridge.co.uk and We will provide You with the relevant details.

13.4. In signing this agreement, You are consenting to Us monitoring consumption data related to your Heat Supply for the purposes of determining and analysing utility usage and associated environmental impacts of the District Heating Scheme. Such data may be disseminated to third parties by Us at Our discretion. In such dissemination, no reference shall be made to individual customers or supply addresses.

14. General

14.1. This agreement includes everything agreed between us. Anything that happened or was written before about the subjects dealt with in this agreement is superseded and extinguished. Neither You nor We have relied upon any representation or warranty that is not written in this agreement.

14.2. This agreement, and any dispute or claim (including non-contractual disputes and claims) arising out of or in connection with it, are and shall be governed by the laws of England and Wales and subject are and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.3. Any reference to any legislation shall include a reference to that legislation as may be amended or supplemented or replaced from time to time.

14.4. We may assign any of Our rights under this agreement to any other person upon giving thirty (30) days' notice to You. We may novate Our rights and obligations under this agreement and We may sub-contract any of Our obligations under this agreement, in either case to any other person We reasonably believe is competent to perform them.

14.5. No third party can obtain any rights under this agreement, including enforcement. The Contracts (Rights of Third Parties) Act 1999 is excluded.

14.6. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

15. Table of Definitions:

Term	Meaning
Annual Statement	the statement provided annually by Us to You, giving details of, amongst other things, consumption of Your Heat Supply and the Charges.
Back-Bill	a 'catch-up' Bill, sent to You by Us when You have not been correctly charged for Heat Supply that You have used.
Acceptance	only relevant where a Network Extension is indicated on the first page of this agreement, the acceptance by Us of responsibility for a Network Extension in accordance with the terms of the relevant connection agreement and as notified to You in accordance with clause 4.4 .
Bill	a bill issued at regular intervals by Us to You indicating all Charges You have incurred for the period indicated on the bill and when this amount is due to be paid, or, where applicable, drawn from Your bank account.

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Charges	any and all of the following: a) the Heat Capacity Charge; b) the Variable Charge; c) the Standing Charge; d) reasonable and proper registration, disconnection and reconnection charges; and e) any other charges We are entitled to levy under this agreement.
Commencement Date	the date this agreement is signed.
CPI	the Consumer Price Index issued by the Office of National Statistics from time to time, or, failing such publication or in the event of a fundamental change to the Index, another reasonable replacement index selected by the Company.
Customer's Equipment	all heat pipes, valves, pumps, heat exchangers and other ancillary plant and equipment used to convey heat from the Heat Connection Point, for which You or Your Landlord or any person other than Us is responsible for operation or maintenance, including those indicated in Schedule 2 (Supply Equipment) . Where a Network Extension is indicated on the first page of this agreement, this includes a Network Extension for which We are not responsible until the date of Acceptance notified to You in accordance with clause 4.4 .
Customer Service Charter	the "Customer Service Charter" published, or available for download from Our website (http://www.core.nwcambridge.co.uk) as may be updated from time-to-time.
Data Protection Legislation	the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (EU 2016/679) (the GDPR) when it comes into force and any UK legislation implemented in connection with the GDPR.
Declared Maximum Heat Capacity	the Declared Maximum Heat Capacity specified on the first page of this agreement, subject to any adjustment in accordance with clause 7.5 .
District Heating Scheme	the district heating scheme owned by the University of Cambridge to which You are connected.
Emergency	a serious leak within the Supply Equipment which cannot be isolated by You which is causing, or is likely to cause, immediate damage to property or risk of personal injury.
Final Letter	a written communication from Us to You, notifying You that of Our final position on the complaint in question.
Heat Capacity Charge	the charge for maintaining available capacity to make Heat Supply to the Declared Maximum Heat Capacity, which shall be calculated as set out in Schedule 1 (Charges) .
Heat Connection Point	the outlet valves on the secondary circuit on the Customer side of the Heat Exchanger, as indicated in Schedule 2 (Supply Equipment) .
Heat Exchanger	a device owned by Us through which heat is transferred, and which regulates the flow of heat, from the Supply Equipment to the space heating and hot water systems at the Supply Address.
Heat Supply	the supply of heat for space heating and hot water to the Heat Connection Point at the Supply Address.
Landlord	the landlord from time to time of the Supply Address (where relevant).

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Meter	a heat meter installed at the Supply Address and used by Us to measure the amount of Heat Supply used by You.
Minimum Annual Charge	the minimum Variable Charge per year. The Minimum Annual Charge will be calculated as set out in Schedule 1 (Charges) .
Network Extension	where relevant and indicated on the first page of this agreement, a section of pipework and ancillary equipment, as indicated in Schedule 2 (Supply Equipment) , for which We take responsibility after the date of this agreement, on the date of Acceptance in accordance with clause 4.4 .
Planned Interruption	an interruption in the Heat Supply where We provide You with at least 48 (forty eight) hours' written notice.
Service Standards	any performance levels and service standards set out in Schedule 3 (Service Standards) .
Standing Charge	the charges associated with the availability and provision of the Heat Supply at the Supply Address (other than charges based on the amount of Heat Supply used at the Supply Address) including but not limited to maintenance, repair, replacement, billing and administration. The Standing Charge will be calculated as set out in Schedule 1 (Charges) .
Sub-Meter	a heat meter supplied by Us and installed as a sub-unit within the Supply Address to measure the amount of Heat Supply used by the occupier of that sub-unit. Where relevant, a list of Sub-Meters is set out in Schedule 2 (Supply Equipment) .
Supply Address	the address to which the Heat Supply will be made as set out in this agreement.
Supply Equipment	all heat generating plant, pumps, heat stores, heat exchangers, pipes, Meters, automatic metering reading equipment and other equipment used to provide the Heat Supply up to the Heat Connection Point.
Unit Price	the charge for each kilowatt hour of Heat Supply used at the Supply Address, as set out on the first page of this agreement.
University	the Chancellor, Masters and Scholars of the University of Cambridge of the Old Schools, Trinity Lane, Cambridge CB2 1TS.
Unplanned Interruption	an interruption in the Heat Supply where We have not provided You with at least 48 (forty eight) hours' written notice.
Utility Company	any supplier from whom any supply of gas, electricity, water or telecommunications is required for operation of the Supply Equipment or provision of the Heat Supply.
Variable Charge	the charge for the amount of Heat Supply used at the Supply Address in any billing period (which may be based on an estimated or actual Meter reading). The Variable Charge will be calculated as set out in Schedule 1 (Charges) .
We or Us	Core Sustainable Heat Management Limited (the Company), and "Our" shall be read accordingly.
You	the leaseholder referred to as the Customer as set out in this agreement and the word "Your" shall be read accordingly.

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SCHEDULE 1: CHARGES

1) Charges at Commencement Date

- a) The price of Heat Supply payable by each customer is split into the following elements:
- i) the **Heat Capacity Charge**. This shall be payable in equal amounts throughout the year. The initial Heat Capacity Charge (where applicable) is set out on the first page of this agreement. If You notify a lower Declared Maximum Heat Capacity in accordance with **clause 7.5**, subject to **clause 7.4**, We may adjust the Charges, including the Heat Capacity Charge, from the date of such notification.
 - ii) The **Standing Charge**. This shall be payable in equal amounts throughout the year. The initial Standing Charge is set out on the first page of this agreement.
 - iii) The **Variable Charge**. This is calculated by multiplying the Unit Price by the number of kilowatts of Heat Supply used, based up on Meter readings taken for the Supply Address, subject to any Minimum Annual Charge. The initial Unit Price and (where applicable) the initial Minimum Annual Charge are set out on the first page of this agreement.
 - iv) If payment is not made in accordance with this agreement, We will be entitled to levy the following reasonable administration charges (all prices exclude VAT which will be levied at the appropriate rate):
 - (1) Dishonoured direct debit fee (whether due to cancellation of otherwise): £0.00
 - (2) Dishonoured cheque: £0.00
 - (3) Credit card administration fee: 1.8% of the value of the transaction
 - (4) Debit card administration fee: 1.8% of the value of the transaction
 - (5) Cheque administration fee: £0.09
 - (6) Reconnection fee: £500.00 per event
 - v) We may vary these administration charges from time to time in accordance with cost changes or as required by law. If We do so, We will notify you in writing in advance.
 - vi) If You make an appointment with Us and cannot keep it, You must let Us know by midday the day before or We may charge You Our reasonable costs in relation to the appointment.

2) Changes to Charges

We may adjust Our Charges provided that We may do so no more frequently than quarterly and:

- a) Our Variable Charge shall never be more than twenty five percent (25%) above cost generated by the Heat Trust's Heat Cost Calculator (<http://heattrust.org/index.php/test-the-comparato>), as formulated June 2017.
- b) if the Heat Trust's Cost Calculator ceases to be published or is modified such that We reasonably believe that it is no longer an appropriate reference point, We may (acting reasonably) choose an alternative reference or index to replace it for the purpose of this provision.

Our Standing Charge and Our Heat Capacity Charge and all other charges above shall increase annually by a percentage equal to the increase (if any) in the CPI over the previous 12 (twelve) months.

3) VAT, etc

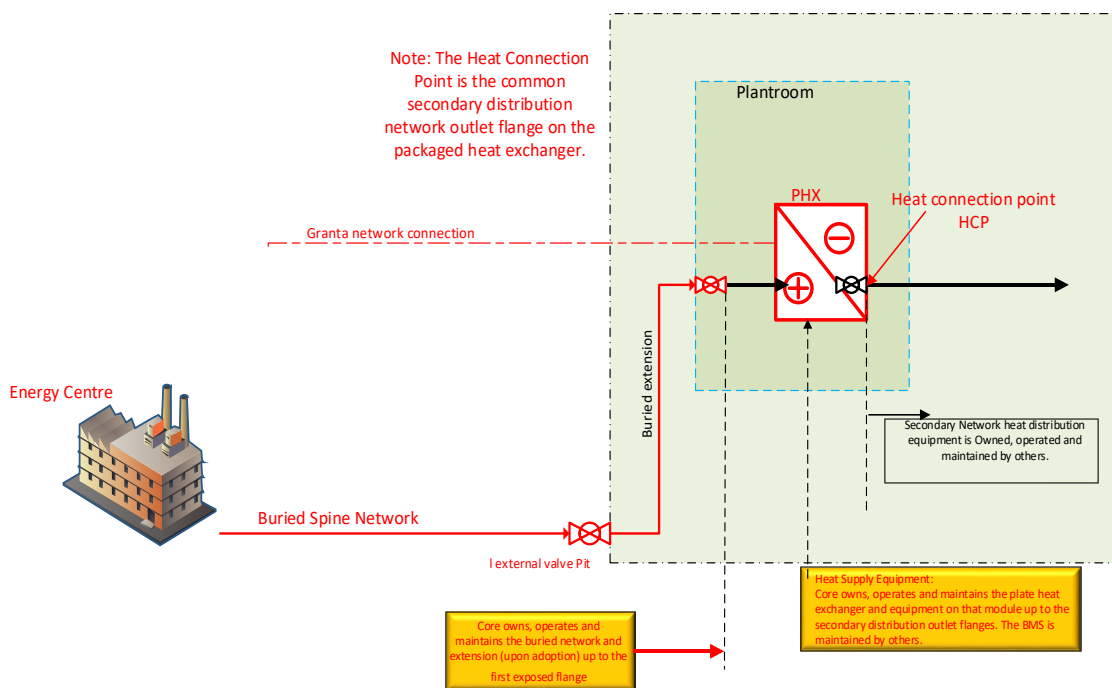
All Charges are referenced exclusive of VAT and any other Government imposed taxes or charges on the Heat Supply or other services We provide under this agreement, which will be added at the appropriate rates.

Commercial Heat Supply Agreement (Commercial)

SCHEDULE 2: SUPPLY EQUIPMENT

The **Heat Connection Point** is:

Diagrammatic representation of the boundaries between Core's Supply Equipment, the Heat Connection Point and the Heat Customer's Equipment



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SCHEDULE 3: SERVICE STANDARDS

Item	Standard	Service level
1	Planned interruption (where We have given You at least 48 hours' written notice)	We will give You at least 48 hours' written notice of a planned interruption to Your Heat Supply that will last no more than four hours.
2	Unplanned Interruption (where We have not given You at least 48 hours' written notice)	Within 24 hours from the start of any Unplanned Interruption Your Heat Supply will be restored
3	Several Unplanned Interruptions in a year	No more than three Unplanned Interruptions, each lasting for over 12 hours, during a 12-month period.