

August 2022

**BRITISH GAS VOID MANAGEMENT ENERGY SERVICES**

**(1) BRITISH GAS TRADING LIMITED**

**- and -**

**(2) Folkestone & Hythe District Council**

**'Voidcare Agreement' for Social Property Managers**

**Centrica Contract Reference: CEN/MAS/FHDC**

**THIS AGREEMENT** is made on the Effective Date.

**BETWEEN:**

- (1) **British Gas Trading Limited** a company registered in England with number 03078711, whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire LL4 5GD ("**British Gas**"); and
- (2) **Folkestone & Hythe District Council** a company registered in England with number [xxx] whose registered office is at Civic Centre, Castle Hill Avenue, Folkestone CT20 2QY (the **Folkestone & Hythe District Council**).

**BACKGROUND:**

- (A) British Gas has agreed to supply gas and/or electricity to the Properties during an Out of Tenancy Period, and the Customer has agreed to pay for the same.
- (B) The parties have agreed to comply with the terms of this Agreement, the Supply Terms and Conditions, and/or if applicable the Tariff Terms.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this Agreement the following expressions have the following meanings:

**Affiliate** means an undertaking that is, at the time in question and from time to time, a parent undertaking, or subsidiary undertaking of a parent undertaking, of a party (the terms 'parent undertaking' and 'subsidiary undertaking' being interpreted in accordance with section 1162 of the Companies Act 2006)

**British Gas Data** means all data relating to British Gas, other British Gas Group Companies or the customers of any of them which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of the Customer, including British Gas Personal Data

**British Gas Group Company** means British Gas or an Affiliate of British Gas

**British Gas Personal Data** means any Personal Data provided by British Gas to the Customer or collected by the Customer on British Gas's behalf, including Personal Data uploaded to or created on a platform provided by the Customer or accessed by the Customer on British Gas's or third party systems

**British Gas Portal** or **Portal** means the system provided by British Gas and used by the Customer and British Gas to log, track and end the Out of Tenancy period for a Property

**Business Day** means any day other than a Saturday, Sunday or a day that is a public or bank holiday in England

**Change of Tenancy** means where either (i) an Incoming Tenant moves into a Property, or (ii) an Outgoing Tenant moves out of a Property

**Charges** means the charges payable for the Energy Supply to a Property, calculated by reference to the applicable Tariff Terms

**Confidential Information** means all information of a confidential or proprietary nature relating to the business, prospects or activities of the party in question which is given to, generated by, or otherwise comes into the possession of the other party in the course of the negotiation or performance of this Agreement

**Customer Group Company** means the Customer or an Affiliate of the Customer

**Default** means a breach of any term of this Agreement or any tortious act or statement, breach of statutory duty, or misrepresentation that gives rise to liability at Law

**Effective Date** means 09.12.2022

**Energy Supply** means the supply of gas and/or electricity at a Property

**EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

**Expiry Date** means the Initial Expiry Date or, if the Term is extended pursuant to clause 3, the date on which the last such extension expires

**Incoming Tenant** means, where a Change of Tenancy occurs, the Tenant moving into a Property

**Initial Expiry Date** means 09.12.2023

A person is subject to an **Insolvency Event** if it is unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any distraint, execution or other process levied or enforced on any of its property

**Laws** means (a) all laws (including the common law); (b) all regulations, policies and codes of conduct which are legally-binding; or (c) all directions of a Regulatory Authority with which a party is reasonably required to comply and which, in each case, are applicable to any activities of the parties undertaken pursuant or in relation to this Agreement

**Long Term Void** has the meaning given in clause 7.2

**Losses** means losses, liabilities, damages, wasted expenditure, costs and expenses (including legal fees on a solicitor/own client basis and all other costs related to the investigation, prosecution or defence of legal claims)

**Modern Slavery Practices** means and includes: (a) slavery, servitude, forced, compulsory and bonded labour in any form (prison, indentured, bonded or otherwise) or requiring its employees to lodge papers or deposits on starting work; (b) child labour (that deprives or would reasonably be expected to deprive, children of their childhood, their potential and/or their dignity, and that is or could reasonably be foreseen to be harmful to their physical or mental development); (c) human trafficking including where victims are coerced, deceived and forced against their free will into providing work or services; (d) breaches of the MSA; (e) unethical recruitment and selection processes, charging or using third parties who charge recruitment fees to workers as a pre-requisite to being employed; (f) retention of identification documents or important personal effects; (g) other practices which may contribute to limit an employee's freedom and ability to voluntarily terminate employment; (h) the payment of wages less than the acceptable minimum wage in that jurisdiction or any other unlawful money deductions or payments; and (i) any other practices which would breach other similar laws and conventions including the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol

**MSA** means the Modern Slavery Act 2015

**Out of Tenancy Period** means in respect of a Property any period during which the Property is not occupied by a Tenant, beginning on the date an Outgoing Tenant vacates a Property and ending on the date an Incoming Tenant moves into the Property

**Outgoing Tenant** means, where a Change of Tenancy occurs, the Tenant moving out of a Property

**Personal Data** means any information, including British Gas Personal Data, which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws and Regulations, where such data is Processed by the Customer

**Property** means each of the Customer's domestic properties requiring a gas and/or electricity supply

**Regulatory Authority** means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of British Gas or the Customer, including data protection authorities and law enforcement agencies

**Short-Term Occupancy** has the meaning given in clause 8

**Smart Meter** means an energy meter capable of sending meter readings and data to energy providers to enable remote system monitoring and customer billing

**Stage 1 Process, Stage 2 Process and Stage 3 Process** means each of the respective processes set out in Appendix A, and each may be referred to individually as a "**Process**"

**Supply Terms and Conditions** means British Gas's standard domestic terms for supplying a customer with gas and/or electricity, as may be amended or changed from time to time by British Gas, which are located at: [New Terms and Conditions page \(britishgas.co.uk\)](https://www.britishgas.co.uk/new-terms-and-conditions)

**Tariff Terms** means the British Gas prices and terms and conditions for the Energy Supply applicable to each meter type during the Out of Tenancy Period as set out in clause 9.1

**Tenant** means a tenant of the Customer who is living in or otherwise occupying a Property

**Tenancy Period** means the period during which a Property is occupied by a Tenant

**Term** means the period commencing on the Effective Date and ending on the Expiry Date, unless terminated earlier or extended in accordance with the provisions of this Agreement

**Third Party Supplier** means a supplier of gas and/or electricity other than British Gas

**UK GDPR** means the EU GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020 respectively and any legislation in force in the United Kingdom from time to time that subsequently amends or replaces the UK GDPR

**Voidcare Credit** means preferential terms which British Gas may (at its discretion) provide in respect of the Energy Supply, in accordance with and as set out in clause 9.4

**Voidcare Services** means the provision of the services under this Agreement by British Gas. Voidcare Services includes the Customer's access to the British Gas Portal and the Customer's entitlement to the Voidcare Credit, but does not include provision of the Energy Supply

**Year** means a period of twelve (12) months which starts on the Effective Date, or on any anniversary of the Effective Date which falls during the Term, provided that if this definition would result in the last year extending beyond the Expiry Date, the last Year shall be the period that starts on the last anniversary and ends on the Expiry Date

- 1.2 **Interpretation:** In this Agreement, except where the context otherwise requires:
- 1.2.1 any gender includes all genders; the singular includes the plural and vice versa; and a reference to a person includes firms, partnerships, LLPs, associations, corporations, and bodies corporate;
  - 1.2.2 a reference to a party includes its permitted successors and assigns and a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;
  - 1.2.3 a reference to this Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document and a reference to any clause, schedule, appendix or paragraph is a reference to such clause, schedule, appendix or paragraph of this Agreement;
  - 1.2.4 headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
  - 1.2.5 examples which follow the word "including" (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and
  - 1.2.6 any obligation not to do something shall include an obligation not to suffer, permit or cause that thing to be done.

## 2. **DOCUMENTATION AND PRECEDENCE**

- 2.1 **Precedence:** In the event of any discrepancy, inconsistency or divergence arising between the provisions of this Agreement, then (save where expressly provided to the contrary) the order of precedence shall be as follows:
- 2.1.1 clauses 1 to 27 inclusive (highest level); and
  - 2.1.2 the Supply Terms and Conditions (lowest level).

## 3. **TERM**

- 3.1 **Term:** This Agreement shall commence on the Effective Date and, subject to the provisions for earlier termination set out in this Agreement, shall continue until the Initial Expiry Date.
- 3.2 **Extensions:** British Gas may extend this Agreement beyond the Initial Expiry Date by giving written notice to the Customer specifying the period of extension. If a notice of extension is given, this Agreement shall continue in force on the same terms, subject to the provisions for earlier termination set out in this Agreement, until the date specified in the last such notice to be given.
- 3.3 **Consequences of expiry or termination:** Expiry or termination of this Agreement shall not affect the Energy Supply to Properties, which shall continue until terminated in accordance with the Supply Terms and Conditions applicable to that Property.

## 4. **ENERGY SUPPLY**

- 4.1 British Gas shall be the sole supplier of the Energy Supply to all of the Properties during the Out of Tenancy Periods.
- 4.2 Subject to British Gas confirming that it is willing to do so, British Gas shall provide and the Customer shall pay for the Energy Supply in accordance with the terms of this Agreement.

4.3 The Supply Terms and Conditions and Tariff Terms shall apply to the Energy Supply during any Out of Tenancy Period at a Property, subject to any amendments and qualifications set out in this Agreement.

4.4 British Gas shall take over the Energy Supply or, if British Gas is already providing the Energy Supply to a Property) continue to provide the Energy Supply, from the date the Out of Tenancy Period begins.

## 5. **START OF VOIDCARE SERVICES**

5.1 Subject to successful completion of the processes described in this clause 5, British Gas shall commence provision of the Voidcare Services from the date the Out of Tenancy Period begins.

5.2 The Customer may from time to time notify British Gas that it wishes British Gas to provide the Voidcare Services to a Property during an Out of Tenancy Period. British Gas shall inform the Customer whether or not it is willing to provide the same.

5.3 The Customer shall provide British Gas with all such information as is necessary for British Gas to take over the Energy Supply in accordance with the processes and timings set out in the Stage 1 and Stage 2 Processes, and each of the parties shall use their reasonable endeavours to comply with the terms of such Processes. Such information shall include:

5.3.1 a meter reading for first day of the Out of Tenancy Period; and

5.3.2 the name and forwarding address of any Outgoing Tenant who has moved out of the Property (where the Energy Supply at such Property before the Out of Tenancy Period was provided by British Gas).

5.4 The Customer shall provide such information as soon as practically possible and in any event:

5.4.1 no later than two (2) Business Days after the Outgoing Tenant notifies the Customer of a Change of Tenancy; or

5.4.2 where no such notification has been received, by no later than the first day of the Out of Tenancy Period.

5.5 The Customer shall provide all information that it is required to provide under this clause via the British Gas Portal.

5.6 British Gas shall not be liable for any failure or delay in providing the Energy Supply or the Voidcare Services arising as a result of a failure by the Customer to provide the information required under this clause 5.

## 6. **END OF VOIDCARE SERVICES**

6.1 It is explicitly acknowledged and agreed that British Gas may at any time (at its sole discretion) elect not to provide the Voidcare Services in respect of a Property or a group of Properties.

6.2 The Customer shall provide British Gas with all such information as is necessary and permissible for the transfer of the Energy Supply to be arranged from the Customer to an Incoming Tenant in accordance with the processes and timings set out in the Stage 3 Process and each of the parties shall use its reasonable endeavours to comply with the terms of such Process. Such information shall include:

6.2.1 a meter reading for the last day of the Out of Tenancy Period;

6.2.2 [the name of the Incoming Tenant]; and

6.2.3 the date that the Incoming Tenant moved into the Property.

- 6.3 The Customer shall provide such information as soon as practically possible and in any event with five (5) Business Days of the end of the Out of Tenancy Period.
- 6.4 The Customer shall provide all information that it is required to provide under this clause via the British Gas Portal.
- 6.5 If the Customer fails to provide the information that it is required to provide under this clause by the date sixteen (16) weeks after the start of the Out of Tenancy Period British Gas may:
- 6.5.1 terminate the Voidcare Services to the applicable Property; and
- 6.5.2 invoice the Customer in respect of the Energy Supply during the Out of Tenancy Period up to the point of termination. In such case the Customer shall not be entitled to the Voidcare Credit in respect of that Property. Such invoice may be based on estimated reads.

## 7. RESPONSIBILITIES OF THE PARTIES

- 7.1 Throughout the Out of Tenancy Period, the Customer shall allow reasonable access to British Gas to perform any necessary installation or maintenance work which British Gas believes to be necessary in respect of the meter at the Property.
- 7.2 If an Out of Tenancy Period continues or is expected to continue for a period of eight (8) weeks or more, this shall constitute a “**Long Term Void**”, and “go into Long Term Void” shall be interpreted accordingly.
- 7.3 The Customer shall notify British Gas as soon as it becomes aware that a Property is expected to go into Long Term Void. Upon receiving such notification, British Gas may (in respect of that Property and at its sole discretion) remove a meter in accordance with clause 7.5 [until such time as a new Tenant occupies the Property] and British Gas may invoice the Customer in respect of the Property in accordance with clause 10.1.
- 7.4 The Customer shall notify British Gas as soon as it becomes aware that a Property is expected to be demolished. Upon receiving such notification via the British Gas Portal and where we are the existing supplier, British Gas will arrange the removal of the meter/meters. BG will not take on a supply where a property is due to be demolished. British Gas may invoice the Customer in respect of the Property.
- 7.5 Notwithstanding its rights under clauses 7.3 and 7.4, British Gas shall not exercise its right to remove the meter or terminate the Energy Supply if the Customer notifies British Gas that it requires use of Energy during the Out of Tenancy Period (for example, for maintenance or renovation works), provided that this limitation applies in respect of the supply of electricity only.
- 7.6 The Customer shall immediately inform British Gas and provide all relevant details if it takes any action to close off the Energy Supply to a Property (including, for example, by capping pipework or taking any other action to stop the flow of gas and/or electricity to a Property).
- 7.7 The Customer shall notify British Gas as soon as it is aware (and in any event within five (5) Business Days of a Change of Tenancy) that a meter at a Property has been damaged or interfered with in any way during the Tenancy Period. The cost of any remedial and/or replacement work in relation to such meter shall be the responsibility of the Outgoing Tenant. The Customer shall be responsible for any damage or interference caused during the Out of Tenancy period in any way to a meter at a Property and for all charges in relation to such damage or interference (as payable under the Supply Terms and Conditions).

## 8. **SHORT-TERM OCCUPANCY**

- 8.1 In this Agreement, the term “**Short-Term Occupancy**” refers to any period in respect of a Property during an Out of Tenancy Period during which the Customer allows the Property to be occupied by Tenants on a short-term basis. For illustrative purposes only, an example of Short-Term Occupancy would be where the Customer allows a Property to be occupied on a temporary basis to offer sheltered accommodation to otherwise homeless individuals.
- 8.2 The Customer shall notify British Gas via the British Gas Portal of the beginning and end of any period of Short-Term Occupancy.
- 8.3 The Customer shall remain fully liable to British Gas for all liabilities relating to the receipt of the Energy Supply to a Property during a period of a Short-Term Occupancy, including the obligation to pay the Charges.
- 8.4 The Customer shall not be entitled to receive the Voidcare Credits in respect of any period of Short-Term Occupancy.

## 9. **CHARGES & VOIDCARE CREDIT**

- 9.1 The Charges shall be set and payable by reference to the British Gas tariff applicable to each meter type during the Out of Tenancy Period, as set out below:
- 9.1.1 Credit meters – standard variable tariff (payable by cash or by cheque); and
- 9.1.2 Prepayment meters – standard PAYG tariff
- 9.2 The Customer shall be responsible for and shall pay the Charges for the Energy Supply at each Property during the Out of Tenancy Periods in accordance with the Supply Terms and Conditions or Tariff Terms, for energy consumption during Out of Tenancy Periods. Failure to pay for energy consumed could result in additional charges being applied.
- 9.3 British Gas shall set up an energy account in the name of the Customer for each the Property during Out of Tenancy Periods.
- 9.4 Subject to clause 9.5, British Gas shall provide the following benefits:
- 9.4.1 **Credit meters:** For each Property with a credit meter, British Gas shall either (i) not charge the Customer for up to and including the first £5 of each fuel supplied to the Property, and/or (ii) waive the standing charge for the first six (6) months of the Out of Tenancy Period. British Gas shall advise the Customer accordingly; and
- 9.4.2 **Prepayment meters:** For each Property with a prepayment meter, British Gas shall provide £5 credit on each prepayment meter to be used by the Customer, with such benefits being referred to as the “**Voidcare Credit**”.
- 9.5 British Gas may at any time on written notice vary the terms of the Voidcare Credit or withdraw the Customer’s right receive to the Voidcare Credit in respect of some or all of its Properties.

## 10. **INVOICING & PAYMENT**

- 10.1 Subject to clause 10.2, British Gas may invoice the Customer for the Energy Supply to a Property on the earlier of:
- 10.1.1 the end of an Out of Tenancy Period;
- 10.1.2 the date sixteen (16) weeks after the start of an Out of Tenancy Period; and
- 10.1.3 the date twenty-six (26) weeks after the start of a Long-Term Void period.



- 10.2 British Gas may invoice the Customer for the Energy Supply to a Property in Short-Term Occupancy on a quarterly basis.
- 10.3 The parties acknowledge and agree that, notwithstanding any provision to the contrary in the Supply Terms and Conditions (including clause 13 of the Supply Terms and Conditions at the Effective Date), no delay by British Gas in issuing an invoice shall extinguish British Gas's right to recover properly due Charges or the Customer's obligation to pay them.
- 10.4 The Customer shall have five (5) Business Days from receipt of invoice to notify British Gas of actual meter readings (where an invoice has been based on estimated readings) or any errors or inaccuracies contained in the invoice. On receipt of such notice British Gas shall make relevant corrections and submit a revised bill for payment. If the Customer fails to provide such notification within five (5) Business Days of receipt of the invoice, British Gas's original invoice shall become final and due for payment in accordance with this Agreement.
- 10.5 The Customer shall pay all invoices raised under this Agreement without set-off or deduction within 28 days of the date of receipt. Failure to do this may result in additional charges and debt collection activity.

## 11. TERMINATION

- 11.1 **Termination for insolvency:** Either party may by written notice (of such period as shall be set out in that written notice) served on the other party terminate this Agreement if the other party is the subject of an Insolvency Event.
- 11.2 **Termination for material breach:** Either party may by written notice to the other party terminate this Agreement (at the date set out in that notice) if the other party has committed a material breach of this Agreement. Repeated or material failure by the Customer to provide the information required of it in accordance with the terms of this Agreement shall constitute a material breach for the purposes of this clause.
- 11.3 **Termination on notice:** Either party (the 'terminating party') may, without any liability, terminate this Agreement in whole or in part at any time upon 28 days' prior written notice to the other party, which the terminating party may serve at any time.
- 11.4 **Termination for non-payment of undisputed charges:** British Gas may terminate this Agreement on 30 days' notice given to the Customer if the Customer is in breach of its obligation to pay British Gas the Charges properly due under this Agreement, excluding Charges disputed reasonably and in good faith in accordance with clause 10.4.

## 12. REPRESENTATIONS AND WARRANTIES

- 12.1 **Mutual representation and warranty:** Each party represents and warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under this Agreement.

## 13. LIABILITY

- 13.1 **Liability which is neither excluded nor limited:** Neither party excludes or limits its liability (if any) to the other for: (i) personal injury or death caused by its negligence; or (ii) any matter for which, at law, a party cannot exclude or limit or to attempt to exclude or limit its liability.
- 13.2 **British Gas's aggregate liability:** Subject to clauses 13.1 and 13.3, the aggregate liability of British in respect of all Losses in any Year under or in connection with this Agreement shall be limited to an amount equal to 50% of the aggregate of all Charges paid to it in the Year in question.

13.3 **Exclusion of consequential loss:** Subject to clause 13.1, neither party shall have any liability to the other party for any special, indirect or consequential loss.

#### 14. **DATA PROTECTION**

14.1 Each party agrees that, in the performance of its respective obligations under this agreement, it shall comply with the UK GDPR, together with any other replacement law applicable to the protection of personal data in effect from time to time (together, "**Data Protection Laws**"), in each case to the extent it applies to each of them. Where used in this clause 14, the expressions "process", "personal data", "controller", "processor" and "data subject" shall bear their respective meanings given in Data Protection Laws.

14.2 The Customer acknowledges that under the terms of the Data Protection Laws, personal data provided by Customer and processed by British Gas pursuant to this agreement ("**Customer Personal Data**") is processed by British Gas as a controller.

14.3 The Customer warrants that:

14.3.1 all Customer Personal Data provided by or on behalf of the Customer have been lawfully obtained and retained by the Customer (or its nominated third party);

14.3.2 all necessary data processing notices have been provided in relation to the processing of the Customer Personal Data by the parties;

14.3.3 the Customer is lawfully entitled to provide, procure the provision of, or authorise British Gas to obtain, (as the case may be) the Customer Personal Data for the purposes envisaged by this agreement; and

14.3.4 any processing of the Customer Personal Data by British Gas in accordance with clause 14.2 shall not contravene any Data Protection Laws or infringe the rights of the data subject or any third party.

#### 15. **CONFIDENTIALITY**

15.1 Duty to preserve confidentiality: Each party:

15.1.1 shall keep confidential all Confidential Information of the other party which comes into its possession or control or is learned and, except as permitted by this clause 15, shall not copy or disclose the Confidential Information (in whole or in part) to any third party, nor permit access to it by any third party, in each case without the prior written consent of the other party. For purposes of this clause 15 all British Gas Data and all Confidential Information of any British Gas Group Company other than British Gas is to be treated as Confidential Information of British Gas;

15.1.2 shall comply promptly with any and all instructions given by the other party from time to time in connection with the use of all or any of the Confidential Information of the other party; and

15.1.3 shall take all necessary steps to ensure that any Confidential Information which comes into its possession or control is protected in accordance with appropriate security procedures.

15.2 Rights of disclosure:

15.2.1 Each party shall be permitted to divulge the Confidential Information of the other party to personnel, agents, contractors and representatives (which in the case of British Gas includes any subcontractors) who need to know it for the purpose of providing or receiving the services or otherwise performing the recipient party's obligations or enforcing the recipient party's rights under this Agreement, provided that the recipient party:

- a) informs the individual or entity of the confidential nature of the Confidential Information; and
  - b) ensures that the individual or entity is obliged to keep the Confidential Information confidential on terms no less onerous than those set out in this clause 15.
- 15.2.2 British Gas may (without the prior written consent of the Customer but always subject to the proviso to clause 15.2.1) disclose the terms of this Agreement and the Confidential Information of the Customer to an auditor, its legal or other professional advisers including insurance brokers and financial advisers, any replacement supplier, a third party supplier, a Regulatory Authority, a person to whom it intends to assign this Agreement, or to any other British Gas Group Company to the extent that British Gas (acting reasonably) considers that they each need to know it in relation to this Agreement.
- 15.2.3 Neither party shall be in breach of this clause 15 by reason only of disclosing Confidential Information which the party is required to disclose by Laws or by a stock exchange or by any Regulatory Authority. A party that is required to disclose Confidential Information in these circumstances shall give the other party as much prior written notice of the disclosure as possible (provided that it is not prohibited from doing so) to allow the other party an opportunity to take such steps as are available to it to control or prevent the disclosure.
- 15.2.4 Each party may disclose Confidential Information to a Regulatory Authority without notifying the other party where the Regulatory Authority has requested or directed that the other party is not notified or informed of the disclosure.

## 16. MODERN SLAVERY

- 16.1 **Modern Slavery Act:** The Customer hereby confirms that it shall not engage in any Modern Slavery Practice. The Customer shall take all reasonable steps to ensure that there are no Modern Slavery Practices anywhere in its supply chain whether that be by tier one contractors, agents, suppliers of goods or services or other parties further down the Customer's supply chain ("**Supply Chain Parties**").
- 16.2 **Due Diligence:** The Customer shall at the request of British Gas respond to any anti-slavery due diligence questionnaire issued to the Customer and warrants that its responses shall be complete and accurate.
- 16.3 **Customer Assistance:** The Customer shall provide British Gas, at British Gas's cost with such assistance and information (including access to records, persons and premises) as it may require from time to time to enable British Gas to (i) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction relating to Modern Slavery Practices or as required by British Gas (ii) prepare a slavery and human trafficking statement as required by s.54 of the MSA (iii) identify any Modern Slavery Practice and carry out due diligence in relation to the effectiveness of any steps taken to counter any Modern Slavery.
- 16.4 **Notification Requirements:** The Customer shall immediately notify British Gas in writing if it becomes aware of a breach or suspected breach of any of its obligations under this clause 16, including the occurrence of Modern Slavery Practices within the Customer or any Supply Chain Parties. Without prejudice to British Gas's other rights under this Agreement the Customer agrees to take all reasonable steps requested by British Gas to address any instances of Modern Slavery Practices in the Customer's operations or the operations of Supply Chain Parties.

17. **FREEDOM OF INFORMATION ACT**

17.1 If the Customer is a public authority, as defined under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (together, **FOIA**), and receives a valid request for information provided to the Customer under this Agreement, the Customer shall:

17.1.1 inform British Gas of the nature and scope of such request and shall give British Gas a reasonable period in which to make representations to the Customer as to whether such information is covered by any exemption or exception under FOIA and therefore whether such information should be disclosed;

17.1.2 take into account British Gas's representations in deciding whether the information should be disclosed under FOIA. If the Customer decides that information should be disclosed under FOIA, the Customer shall notify British Gas of that fact a reasonable period before any disclosure of that information is made; and

17.1.3 where the Customer receives a request for an internal review in response to its decision to withhold British Gas's information, the Customer shall provide British Gas with a reasonable opportunity to participate in that review and have regard to any reasonable comments made by British Gas in connection with that review. If the Customer decides following that review that the information should be disclosed under FOIA, the Customer shall notify British Gas of that fact a reasonable period before any disclosure of that information is made.

18. **ASSIGNMENT**

The Customer shall not assign novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without the prior written consent of British Gas.

19. **NOTICES**

19.1 **Notices:** Where this Agreement requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, first class post, or special delivery post to the following:

a) In the case of delivery to British Gas, to British Gas Voidcare, One Waterfront Avenue, Edinburgh EH51SG; and

b) In the case of delivery to the Customer, to Folkestone & Hythe District Council, Civic Centre, Castle Hill Avenue, Folkestone CT20 2QY

or such other address which a party has notified in writing to the other party in accordance with this clause 19, provided that such notification is received by the sender not less than five (5) Business Days before the notice is dispatched.

19.2 **Time of service:** A notice will be deemed to have been duly served if delivered by hand, at the time of delivery; if delivered by first class post or special delivery post, 48 hours after being posted; and provided that where in the case of delivery by hand such delivery occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next following Business Day.

19.3 **Email:** In the case of communications relating to this Agreement which do not relate to matters where this Agreement requires notice to be given, communications may take place by email between the representatives of each party and each party shall be responsible for ensuring that the current email address of its representative is known by the other party's representative.

20. **WAIVERS & CONSENTS**

20.1 **Waiver:** Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a Default shall not constitute a waiver of any other breach or Default and shall not affect the other terms of this Agreement.

20.2 **Remedies cumulative:** The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

21. **ENTIRE AGREEMENT**

This Agreement contains all the terms which British Gas and the Customer have agreed in relation to the relevant services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such services. The Customer acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of British Gas which is not set out in this Agreement and agrees that it shall have no claim in respect of the same. Nothing in this Agreement will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

22. **VARIATION**

This Agreement can only be varied by a formal agreement which recites its intention to amend this Agreement and which is signed by persons who have the authority and capacity to bind the respective parties to a legal contract.

23. **INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

24. **SEVERABILITY**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity, illegality or unenforceability shall not prejudice the other provisions of this Agreement which shall remain in full force and effect and if the provision in question would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

25. **THIRD PARTY RIGHTS**

The parties confirm that it is not their intention to confer any rights on any person who is not a party to this Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

26. **COUNTERPARTS**

26.1 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which when executed and delivered shall be an original and all of which together shall constitute a single agreement. This Agreement shall not be

effective until each party has executed and delivered at least one counterpart. Any signed counterpart transmitted by email shall constitute an original and shall be deemed to be binding when delivered.

26.2 This Agreement shall be executed by each party by being signed by or on behalf of such party. For these purposes this Agreement is signed (or is to be deemed to have been signed) by a party where either:

- a) this Agreement is signed by or on behalf of that party; or
- b) a signature page in or substantially in the form of the signature page of this Agreement is signed by or on behalf of that party and such signature page (or a copy of it) is attached to this Agreement.

27. **GOVERNING LAW AND JURISDICTION**

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

The duly authorised signatory for and on behalf of **BRITISH GAS**

The duly authorised signatory for and on behalf of the **CUSTOMER**

Name: [REDACTED]

Name: [REDACTED]

Position: Operations Manager

Position: Lead Asset & Development Specialist

Signature: [REDACTED]

Signature: [REDACTED]

Date of signature: 10.10.2022

Date of signature: 9th December 2022

APPENDIX A  
PROCESS FLOW









