

CENTER PARCS ENERGY SERVICES LIMITED

Registered in England No.: 4969332, Registered Office: One Edison Rise, New Ollerton, Newark NG22 9DP

Terms and Conditions for Supply of Gas and Electricity Services Used by You at the Center Parcs Village throughout the Duration of Your Break

Unless noted otherwise, terms and expressions used in this contract shall have the same meaning as in your main holiday contract with Center Parcs Limited ("Our Agreement With You") which is sent to you upon booking and available on our website www.centerparcs.co.uk.

1. We, Center Parcs Energy Services Limited, agree to supply gas and electricity ("energy") to you for your use at the Village throughout the duration of your break.
2. The price of our supply of energy to you is set out in the main contract that you have with Center Parcs Limited ("Our Agreement With You") for the supply of your accommodation and is included in the total price of your break. Center Parcs Limited will collect the price of the energy supplied to you as our authorised agent at the time and in the manner set out in their agreement with you, the terms of which will apply in addition to these provisions.
3. You agree to give any authorised representative of ours full and unobstructed access to your Villa at any time during your stay for the purpose of installing, maintaining or replacing any lines, pipes, wires, cables or other plant or equipment connected with the delivery of energy to your Villa, or in the event that we, in our absolute discretion, believe that there may be a danger to life or property caused or affected in any way by the supply of energy, or if powers are being exercised in relation to the delivery or supply of energy under an Act of Parliament or other regulation or law.
4. We may discontinue the supply of energy to your Villa at any time throughout your stay if:
 - your supply of energy is required to be cut off under any energy industry arrangement pursuant to which we operate;
 - there is a risk of danger to you or any third party if the supply is continued;
 - circumstances occur which are beyond our reasonable control and which result in our being unable to perform our obligations to you under this contract;
5. Limitation of Liability
 - 5.1 Nothing in these terms excludes our liability for death or personal injury caused by our negligence or that of our agents.
 - 5.2 If you suffer any loss or damage arising out of or in connection with our supply of energy to you, our liability to you for each incident or series of related incidents will be limited to the total price you have paid for the energy. Please note that the relevant provisions of "Our Agreement With You" are separate to this provision.
 - 5.3 We will not, under any circumstances, be liable for any economic loss or damage (including loss of profit, revenue, business, contract, goodwill or other financial loss) or any indirect or consequential loss or damage that was not reasonably foreseeable at the time you entered into your contract with us.
 - 5.4 We will not be liable to you for any event or circumstance beyond our reasonable control.
6. All the information we collect and hold about you and members of your party may be stored in computer and other filing systems, for which we hold a valid notification under the Data Protection Act. We collect and keep information about you and members of your party and share this with Center Parcs Limited, other associated companies and appropriate energy suppliers to enable us to administer our services to you.
7. You cannot transfer any of your rights or responsibilities under this contract to another person without our advance permission in writing. We can transfer all or any part of this contract to another supplier without needing your consent.
8. If any provision of our contract is deemed by law to be void or unenforceable in whole or in part, the remainder of the contract will, in so far as is capable, continue in full force and effect.
9. Your contract with us is governed by English law and we each agree to the non-exclusive jurisdiction of the English courts. We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.