Supply Agreement

COMMERCIAL DEVELOPMENT SUPPLY AGREEMENT

FOR THE SUPPLY OF ENERGY SERVICES

Customer	Stratford Waterfront Management Company Limited
Supply Address	1 - 7 Aquatics Walk, Stratford, London, E20 2AS
Billing Address (if different to Supply Address)	Stratford Waterfront Management Company Ltd, c/o Lambert Smith Hampton, East West Building, 2 Tollhouse, Nottingham, NG1 5FS
Operational Contact	Hakan Sivetoglu / Avraj Chaggar
Office Hours Telephone Number	07702 621775 / 0739 5885769
Out of Hours Telephone Number	07340 433797
Development	Stratford Waterfront
Details of counterparty to the relevant Connection Agreement	London Legacy Development Corporation
Details of party with responsibility for the Secondary Network (Developer, Landlord or Managing Agent)	As Customer
Details of the Common Parts Customer (if any)	Stratford Waterfront Management Company Limited
Energy Services to be supplied	Heating
Energy Services capacity required	500 kW
Point at which the Energy Services are measured	TBC
Meter Ref No (Heating Services)	
Metering and Billing Services to be provided	No
Date of Supply	09th July 2024
Type of Energy Services to be provided	Commercial
Billing Period	Monthly
Method of Payment	Direct Debit

1 This is a Supply Agreement for East London Energy (the "**Energy Company**") to provide the Energy Services to the Customer at the Supply Address.

2 Subject to:

(a) a Connection Agreement having been entered into by the Developer and the Energy Company for the Development; and

(b) the incorporation of a Secondary Network within the Development, designed, installed and maintained in accordance with the Technical Specification; and

(c) receipt by the Energy Company of a Supply Request from the Customer,

the Energy Company has made an Offer of Supply to the Customer.

3 By signing this Supply Agreement:

(a) the Customer and the Energy Company are making a legally binding agreement to comply with this Supply Agreement, including the Supply Terms;

(b) the Customer and the Energy Company confirm that they have read and understood the Supply Terms;

(c) the Energy Company shall, subject to and in accordance with the Supply Terms, provide the Energy Services to the Customer with effect from the Date of Supply;

(d) the Customer acknowledges that the Energy Company shall not be responsible for the design, installation and subsequent maintenance of the Secondary Network; and

(e) the Parties acknowledge and agree that without prejudice to Paragraph 3(d) above, the Energy Services will be provided by the Energy Company by means of both the Community Energy Network and the Secondary Network.

4 The Parties acknowledge and agree that this Supply Agreement shall come into full force and effect on the Effective Date and for the purposes of this Clause 4, "**Effective Date**" shall mean 09th July 2024

The Customer's attention is in particular drawn to the parts of the Supply Terms allowing the Energy Company to suspend or cancel the Energy Services if the Customer does not pay the Energy Company on time, restricting the Energy Company's liability if it fails to meet its obligations under this Supply Agreement and informing the Customer how the Energy Company may use the information supplied by the Customer to the Energy Company. By using the Energy Services the Customer is deemed to have accepted the Supply Terms contained within this Supply Agreement.

EXECUTION PAGE

Signed by Authorised Signatory for Energy Company Signature: Name: Position:	**Date**

Signed by Authorised Signatory for Energy Company Signature: Name: Position:	**Date**

Signed by Authorised Signatory for Customer Signature: Name: Position:	**Date**

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Supply Terms

1 Introduction

1.1 Words and phrases starting with capital letters have specially defined meanings. Those meanings are set out in the Table of Definitions under Clause 21 of these Supply Terms or within the text of the Supply Agreement.

2 Provision of Energy Services

2.1 The Energy Company shall provide the Energy Services to the Supply Address from the Date of Supply subject to and in accordance with the terms of this Supply Agreement, the Technical Specification and the Required Service Levels.

2.2 For the avoidance of doubt, the Energy Company is responsible for providing the Energy Services from the Date of Supply to the Supply Address subject to:

(a) the incorporation into the Development of a Secondary Network, designed, installed and maintained in accordance with the Technical Specification; and

(b) a Connection Agreement having been entered into by the Developer and the Energy Company for the Development and remaining in full force and effect as at the Date of Supply and thereafter; and

(c) the receipt by the Energy Company of a Supply Request; and

(d) the receipt by the Energy Company of a copy of this Supply Agreement duly executed by the Customer (or its authorised representative).

Accordingly, the Customer acknowledges and agrees that the Energy Company shall have no responsibility for or liability arising out of failure to provide the Energy Services:

(e) unless and until a Connection Agreement is in place between the Developer and the Energy Company; and/or

(f) unless and until a Secondary Network has been incorporated into the Development in accordance with the Technical Specification; and/or

(g) arising out of or in connection with any failure of the Secondary Network with effect from the time of such failure until such time as such failure of the Secondary Network is re-instated such that the Secondary Network is in accordance with the Technical Specification, save for a failure of the Secondary Network arising out of or in connection with the negligence, breach of contract or act, omission or default of the Energy Company or any of its employees, agents or contractors.

2.2AA In the event that as a result of a failure of the Secondary Network (other than a failure which arises out of or in connection with the negligence, breach of contract or act, omission or default of the Energy Company or any of its employees, agents or contractors), the Energy Company is prevented from providing the Energy Services to the Customer, then the Energy Company shall use reasonable endeavours to provide temporary heating and cooling services via temporary plant.

2.2AB In the event of a failure of the Community Energy Network, the Energy Company shall provide the Energy Services to the Customer via temporary plant in accordance with this Supply Agreement and the Required Service Levels.

2.2 A The Customer shall have no obligation to pay the Charges in the circumstances referred to in Clauses 2.2 (e), (f), and (g), save that in respect of Clause 2.2(g) where:

(a) the Energy Company is prevented from supplying Energy Services as a result of a failure of the Secondary Network; and

(b) the cause or origin of the failure of the Secondary Network arises from or is in connection with the negligence, or act, omission or default of:

(i) the Developer or any of its employees, agents or contractors; and/or

(ii) the Customer or any of its employees, agents and contractors,

in which case, the Customer‘s obligation to pay the Availability Fee shall remain in full force and effect.

2.3 This Supply Agreement begins on the earlier of the Effective Date or the date on which the Energy Services are first delivered to the Customer at the Supply Address.

2.4 The Customer’s obligations under this Supply Agreement will not be altered or reduced in any way as a result of any sub-letting by the Customer of the Customer’s interest in the Supply Address. As such, the Customer will remain liable to the Energy Company in respect of all Charges and any breach of its obligations under this Supply Agreement notwithstanding any sub-letting or the fact that any such breach may have been caused by any person or persons to whom the Customer has sub-let the Customer’s interest in the Supply Address.

3 Capacity Review Date

3.1 Three (3) years from the Date of Supply (the **"Review Date"**) and on every subsequent third anniversary of the Review Date, the Customer shall be entitled to request a reduction in the Capacity by providing the Energy Company with not less than twenty (20) Business Days' notice. The Energy Company shall have twenty (20) Business Days from the receipt of such notice to implement such reduction.

3A Relief Events

3A.1 If and to the extent a Relief Event:

(a) is the cause of a delay in achieving the provision of Energy Services by the Date of Supply; and/or

(b) adversely affects the ability of the Energy Company to perform any of its obligations under this Supply Agreement,

then the Energy Company is (at its sole discretion) entitled to apply for relief pursuant to Clause 3A.2.

3A.2 To obtain relief, the Energy Company shall:

(a) as soon as practicable and in any event within twenty (20) Business Days after it becomes aware that the Relief Event has caused or is likely to cause delay, give to the Customer a notice of its claim for relief of its obligations under this Supply Agreement including full details of the nature of the Relief Event, the date of its occurrence and its likely duration;

(b) within ten (10) Business Days of receipt by the Customer of the notice referred to in Clause 3A.2(a), give full details of the relief claimed; and

(c) demonstrate to the reasonable satisfaction of the Customer that:

(i) the Energy Company could not reasonably have avoided the Relief Event or its consequences by steps which it might reasonably be expected to have taken, without incurring material expenditure;

(ii) the Relief Event caused the delay to the Date of Supply or the need for relief from other obligations;

(iii) the time lost and/or relief from obligations under this Supply Agreement claimed could not reasonably be expected to be mitigated or recovered by the Energy Company acting in accordance with Good Industry Practice, without incurring material expenditure; and

(iv) the Energy Company is using reasonable endeavours to perform its obligations under this Supply Agreement.

3A.3 If the Energy Company has complied with its obligations under Clause 3A.2, then:

(a) the Date of Supply shall be extended by such time as the Parties agree shall be reasonable for such a Relief Event and for the avoidance of doubt, its consequences; and/or

(b) the Customer shall not be entitled to exercise its right to terminate this Supply Agreement in accordance with Clause 10.1(b) as a result of such Relief Event; and

(c) the Energy Company shall be entitled to such other relief from its obligations under this Supply Agreement as may be necessary having regard to the Relief Event provided that the Energy Company shall remain liable to the Customer for any concurrent or other breach of its obligations under this Supply Agreement to the extent not attributable to the Relief Event. For the avoidance of doubt, the Energy Company shall be deemed not to be in breach of this Supply Agreement to the extent that any such breach is attributable to a Relief Event.

3A.4 The Energy Company shall use all reasonable endeavours to mitigate the consequence of any Relief Event and the Energy Company shall not be entitled to any relief under this Clause if and to the extent that the consequences of the Relief Event have arisen as a result of the failure by the Energy Company to mitigate such consequences.

3A.5 If the information required by this Clause 3A is provided after the specified dates, then the Energy Company shall not be entitled to any relief to the extent that the requirements for relief are increased as a result of the delay in providing such information.

3A.6 The Energy Company shall notify the Customer if at any time it becomes aware of any further information relating to the Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.

3A.7 If, as a result of a Relief Event, Force Majeure Event or otherwise, the Energy Company is not able to provide Energy Services, or alternative heating services and/or cooling services (including by way of temporary plant), the Customer shall (at its own cost) be entitled to procure alternative heating and cooling provision for so long as such Relief Event, Force Majeure Event or other circumstance exists.

4 Charges and Payment

4.1 The Customer shall pay all Charges due to the Energy Company as detailed in Schedule 5 to this Supply Agreement.

4.2 An invoice for the Billing Period will be sent to the Customer by the Energy Company on or after the Invoice Date which will contain details of:

(a) the Supply Address;

(b) details of the Charges including (if applicable) an amount representing an advance payment for the Availability Fee in respect of up to three (3) months immediately following the Billing Period in question;

(c) any applicable VAT;

(d) any amount the Energy Company properly adds to recover underpayments;

(e) the contact details of the Customer Service Centre;

(f) make, model and reference number of the Meter;

(g) details of the Energy Services consumed in kWh (or estimated to be consumed in kWh) and the volume in m^3;

(h) opening and closing readings or estimated readings of the Meter in respect of the Billing Period in question and the date of the reading;

(i) a breakdown of the invoice including details of any changes or adjustments made to previous invoices;

(j) an indication of whether the Charges are based on an estimated or actual reading of the Meter;

(k) the balance of the Customer's account;

(l) any amount that the Energy Company requires the Customer to pay to the Energy Company immediately;

(m) the amount of any compensation payable to the Customer (if any) for the Billing Period in question; and

(n) the Billing Period to which the invoice relates.

4.3 The Customer must pay the Energy Company the amount shown on the invoice within ten (10) Business Days of the date of the invoice (the "**due date for payment**"). The invoice shall be paid by monthly variable direct debit unless the Energy Company agrees to a different method of payment (which may incur an additional handling charge).

4.4 The Charges included in the invoice may be based on a reasonable estimate made by the Energy Company of the Energy Services supplied to the Customer during the Billing Period in circumstances where the Meter has failed to accurately record the Energy Services or where the Energy Company has not been able to obtain all the information it requires for the purpose of calculating the Charges. The Charges will, in such circumstances, be properly estimated using:

(a) historical consumption data in relation to the consumption of the Energy Services by the Customer (where available); and

(b) energy consumption profiles for the relevant period to which the invoice relates for similar customers of the Energy Company.

4.5 In the event that the Customer disagrees with the estimated invoice, the Customer may notify the Energy Company as soon as reasonably practicable and in any event no later than five (5) Business Days of the Customer's own Meter reading. If the Customer's own Meter reading identifies an error of more than ten percent (10%) in the Consumption Charge stated in the Energy Company's estimated invoice, the Energy Company shall issue the Customer

with a revised invoice based on the Customer's Meter reading. The Customer shall pay the Energy Company the amount set out in the revised invoice within ten (10) Business Days of the date of the revised invoice. Where the Customer's own Meter reading identifies an error of less than ten percent (10%) in the Consumption Charge stated in the Energy Company's estimated invoice, or if the Customer does not notify the Energy Company in accordance with this Clause 4.6 that it disagrees with the Energy Company's estimation, the Customer (other than in the case of manifest error) shall pay the amount stated in the original invoice by the original due date for payment and any error in such estimation by the Energy Company shall be corrected by the Energy Company in the subsequent invoice.

4.6 If the Customer does not pay the Charges by the due date for payment, the Energy Company reserves the right to charge interest on the unpaid amount. The applicable rate of interest shall be calculated at a daily rate, which when compounded, shall be equivalent to the Bank of England Base Lending Rate in force at the time plus a margin of four percent (4%) per annum for the first sixty (60) days following the due date for payment and a rate of eight percent (8%) per annum for each day thereafter. Interest charges are in addition to any other rights the Energy Company may have due to the Customer's failure to pay or to make payments on time.

4.7 Where the Customer does not pay the Energy Company's invoices by the due date for payment the Energy Company may require such Customer to maintain its account in credit. Such credit shall not exceed an amount reasonably forecast as due to the Energy Company in the next Billing Period. This amount shall be calculated on the basis of previous invoices that the Energy Company has sent to the Customer or, where no invoices have previously been sent to the Customer, on the basis of invoices that the Energy Company has sent to similar customers. If the Customer does not keep its account in credit, the Energy Company may (to the extent permitted by law) suspend the Energy Services to the Customer until the Customer's account is again in credit. In the event the Energy Company suspends the Energy Services in accordance with this Clause 4.8, the Energy Company shall be entitled to charge the Customer:

(a) where the Energy Services are disconnected, the Disconnection Charge; and

(b) following a suspension of the Energy Services, where the Customer maintains its account in credit in accordance with this Clause 4.8 and the Energy Company recommences the supply of Energy Services to the Customer, the Reconnection Charge.

4.8 Subject to Clause 2.2A and this Clause 4.9, until this Supply Agreement is terminated, the Customer will continue to be responsible for all Charges (or part thereof) even if:

(a) the Supply Address is vacant, in which case, the Customer will continue to be responsible for the Availability Fee, or occupied by someone else, in which case, the Customer will continue to be responsible for both the Availability Fee and the Consumption Charge;

(b) the Energy Services are used by someone else at the Supply Address, in which case, the Customer will continue to be responsible for both the Availability Fee and the Consumption Charge;

(c) the Customer does not use the Energy Services for any period, in which case, the Customer shall remain liable to pay the Availability Fee in respect of such period; or

(d) the Energy Services are not available as a result of the failure of the Secondary Network (save for a failure of the Secondary Network arising out of or in connection with the negligence, breach of contract or act, omission or default of the Energy Company or any of its employees, agents or contractors), in which case, the Customer shall remain liable to pay the Availability Fee and in the event that the Energy Company provides the Energy Services via temporary plant pursuant to Clause 2.2AA of this Supply Agreement, the Consumption Charge.

4.9 Where the Customer is able to purchase at a better price (based on a like for like supply) than the Energy Company a supply of gas for a period of not less than twelve (12) months for use in the provision of the Energy Services, and provided that no customer of the Energy Company, or the Energy Company is thereby disadvantaged, the Energy Company shall offer to enter into an arrangement to secure for the Customer the benefit of the better price and where the Energy Company has, acting reasonably, secured such better price, the Energy Company shall adjust the Charges accordingly taking into account the costs of securing such better price.

5 Meters & Metering Equipment

5.1 Subject to the Energy Company and the Developer entering into a commercial arrangement for the provision of Metering and Billing Services to the Customer in accordance with the terms of a Connection Agreement with the Developer, the Energy Company will perform the Metering and Billing Services (if any) stipulated in this Supply Agreement. For the avoidance of doubt, in the event that no such commercial arrangements exist as at the Effective Date, the Energy Company shall have no obligation to provide the Metering and Billing Services to the Customer.

5.2 The Energy Company undertakes to accurately meter the consumption of the Energy Services at the Point of Connection and, subject to Clause 5.1, at the Customer Meters (including where the Energy Services are provided via temporary plant).

5.3 Subject to Clause 5.1, all Meters and Metering Equipment remain the property of the Energy Company. The Customer will not interfere with, damage or attempt to remove any part of the Metering Equipment or any other equipment belonging to the Energy Company whether upstream or downstream of the Point of Connection.

5.4 The Customer will accept as accurate all Meter (and, subject to Clause 5.1, Customer Meter) readings taken or estimated by the Energy Company unless there is a material error in such readings or estimation or a Meter (or, subject to Clause 5.1, Customer Meter) is defective.

5.4 A In the event that, in the reasonable opinion of the Customer, there is a material error in a Meter (or, subject to Clause 5.1, Customer Meter) reading or estimation and the Energy Company disputes such opinion, then the provisions of Clause 14 shall apply.

5.5 If the Customer does not accept a Meter (or, subject to Clause 5.1, Customer Meter) reading taken or estimated by the Energy Company as accurate, if the Customer so requests, the Energy Company shall appoint an accredited independent third party to verify the accuracy of the Meter (or, subject to Clause 5.1, Customer Meter). The Customer shall be responsible for the costs connected with the third party verifying the accuracy of the Meter (or, subject to Clause 5.1, Customer Meter) unless the Meter (or, subject to Clause 5.1, Customer Meter) is found to be faulty in which case the Energy Company shall be responsible for the costs connected with the third party verifying the accuracy of the Meter (or, subject to Clause 5.1, Customer Meter).

5.6 If a Meter (or, subject to Clause 5.1, Customer Meter) records measurement errors in excess of plus or minus three percent (+/-3%) in the range of flow rates from twenty percent (20%) to one hundred percent (100%), it shall be deemed to be faulty. If a Meter (or, subject to Clause 5.1, Customer Meter) is faulty, it shall promptly (and in accordance with the provisions of Clause 7.8 of this Supply Agreement) be repaired or replaced at the cost of the Energy Company unless the fault is due to the deliberate or negligent act or omission of the Customer and/or the Customer's representatives and/or agents in which case, the Energy Company shall be entitled to recover its direct and reasonable costs properly incurred in the repair and replacement of such Meter (or, subject to Clause 5.1, Customer Meter) from the Customer.

5.7 If the Energy Company finds that a Meter (or, subject to Clause 5.1, Customer Meter) is defective the Energy Company will adjust the Charges to take into account any error or inaccuracy in the Meter (or, subject to Clause 5.1, Customer Meter) reading. The Energy

Company may adjust an incorrect Meter (or, subject to Clause 5.1, Customer Meter) reading based on the Energy Company's reasonable estimate of the amount of Energy Services consumed by the Customer properly estimated from historical consumption data for the Customer (where available) and energy consumption profiles for similar customers of the Energy Company for the relevant period affected by the defective meter or inaccurate meter reading.

5.8 The Customer must notify the Energy Company as soon as possible if it believes any Meter (or, subject to Clause 5.1, Customer Meter) is damaged or destroyed or if anyone other than the Energy Company or its agents interferes with or removes any Meter (or, subject to Clause 5.1, Customer Meter). The Customer is responsible for any damage to the Metering Equipment and/or any other equipment belonging to the Energy Company whether upstream or downstream of the Point of Connection (provided always that such Metering Equipment and/or any other equipment belonging to the Energy Company is located within the Plant Room), and the cost of any associated repair or replacement except where:

(a) damage is caused by the Energy Company or its agents; or

(b) damage is caused by a problem with the Energy Services; or

(c) damage is caused by a third party (and such third party damage does not arise out of or is in connection with an act, omission or default of the Customer).

5.9 Schedule 2 to this Supply Agreement sets out the responsibility of the Parties in respect of the Metering and Billing Services.

6 Changes to the Energy Company's Charges

6.1 The Energy Company may adjust the relevant parts of the Charges at any time to take into account:

(a) a change in the type of Energy Services provided to the Customer; or

(b) a change to VAT, or other sales tax which the Energy Company is required to charge for the supply of the Energy Services.

6.2 At the end of each Service Period, the Energy Company shall be entitled to adjust the Charges for the following Service Period provided that within twenty (20) Business Days of the end of any Service Period the Energy Company shall notify the Customer of any changes to the Charges for the following Service Period.

6.3 In addition to Clauses 6.1 and 6.2, the Energy Company may adjust the Charges on one (1) other occasion only during any one (1) Service Period. Where this Clause 6.3 applies, the Energy Company shall give the Customer not less than twenty (20) Business Days written notice of such change to the Charges stating the benchmark energy price and index of labour costs on which the change is based.

6.4 The Energy Company's notification of a change to the Charges will be final and binding on the Customer unless the Customer disputes the benchmark energy price and index of labour costs identified in Clause 6.3, in which case, such dispute shall be resolved in accordance with Clause 14.

7 Faults, Energy Services Interruptions and Maintenance

7.1 Subject to a Secondary Network having been incorporated into the Development in accordance with the Technical Specification, the Energy Company shall provide the Energy Services with all the reasonable skill, care and diligence to be expected of a properly qualified and competent energy company experienced in providing energy services of a similar scale to the Energy Services and on a network of a similar size, scope and complexity as the Community Energy Network.

7.1 A Without prejudice to Clause 2.1 and 7.1, the Energy Company shall provide the Energy Services:

(a) in accordance with Good Industry Practice;

(b) in accordance with all relevant Laws and other statutory requirements; and

(c) so as to avoid any interruption to the supply of Energy Services to the Customer.

7.2 Subject to Clauses 7.7, 7.8 and 7.9, the Energy Company may need to interrupt the Energy Services for reasons including but not limited to:

(a) any fault on any equipment within the Supply Address or any other equipment used by the Energy Company;

(b) a need to carry out work on any equipment used by the Energy Company;

(c) a risk of injury to any person or damage to property.

7.3 The Energy Company is responsible for the maintenance of the H&C Network. The Energy Company shall carry out periodic testing of the Meters (and, subject to Clause 5.1, the Customer Meters) to ensure continued accuracy of the Meters (and, subject to Clause 5.1, the Customer Meters). Such testing shall be carried out in accordance with Good Industry Practice.

7.4 Except as specifically provided for in Schedule 2 of this Supply Agreement, the Energy Company shall not be responsible for the maintenance of Customer Meters.

7.5 Save as provided for in Clause 7.4, the maintenance of the Secondary Network shall not be the responsibility of the Energy Company.

7.6 The Energy Company shall ensure that any disruption to the provision of the Energy Services to the Customer caused by a failure in, or works or maintenance to, the H&C Network is dealt with by the Energy Company in accordance with the following provisions:

(a) the maximum permissible response time to the Customer in respect of any failure by the Energy Company to provide the Energy Services is two (2) hours from the time when the failure is notified by the Customer to the Energy Company and following a response, the Energy Company shall, as soon as reasonably practicable, remedy any fault in the Community Energy Network and resume the supply of Energy Services;

(b) whenever practical, any maintenance of a *de minimis* nature or unplanned maintenance carried out upon the Community Energy Network is to be completed in time to enable the restoration of the Energy Services within four (4) hours from the notification of the interruption;

(c) notwithstanding any other provisions in this Clause 7.6, alternative, temporary, local heating services and/or cooling services (as appropriate) are to be provided to the Customer in accordance with Clause 2.2AB;

(d) compensation is payable by the Energy Company to the Customer for failure to achieve the Performance Indicators as set out in Schedule 1.

7.7 Save in respect of an Emergency, the Energy Company shall provide the Customer with not less than fourteen (14) days prior written notice of any Planned Maintenance or any other maintenance or works which are expected to affect the availability or quality of the Energy Services, other than in respect of any Major Overhaul, in which case the Energy Company shall provide not less than twenty-eight (28) days' notice to the Customer.

7.8 Except in the case of Emergency maintenance works, any modification to, or maintenance of, the Community Energy Network that may cause an interruption to the delivery of any of the Energy Services shall be scheduled by the Energy Company during anticipated periods of low demand for the Energy Services and the Energy Company shall endeavour to minimise such periods of disruption.

7.9 The Energy Company undertakes to ensure that as far as reasonably practical, any Planned Maintenance will occur during anticipated periods of low demand for the Energy Services and in accordance with the relevant Annual Schedule of Planned Maintenance for the Service Period in question.

7.10 If there is a fault or interruption to the Energy Services (other than a fault or interruption that the Customer has been notified of by the Energy Company), the Customer shall notify the Energy Company as soon as reasonably practicable by calling the Customer Service Centre. The Energy Company will:

(a) log the Customer's call;

(b) inform the Customer what the Energy Company will do in response to the reported fault or interruption;

(c) where necessary, arrange for the Energy Company's agent to visit the Supply Address;

(d) keep accurate records of all Customer calls, response times and Performance Indicator failures, such records (as applicable to the Customer) to be made available to the Customer for inspection on reasonable notice.

8 Access

8.1 The Customer agrees that the Developer has granted a licence to the Energy Company and agrees (or shall procure that the Landlord or Managing Agent (as appropriate) agrees) that it shall give to the Energy Company, its employees, servants, agents and sub-contractors:

(a) free, safe and uninterrupted access to those parts of the Connection Address necessary to ensure that the Energy Company, its employees, servants, agents and sub-contractors has safe and uninterrupted access to the Plant Room and the Meter and Metering Equipment and/or the Conduits in the Conduit Land subject to the Energy Company complying with the Customer's reasonable and relevant site rules and health and safety obligations:

(i) at all reasonable times for any purpose in connection with the Meter or Metering Equipment including reading, inspecting, repairing, exchanging, installing, isolating or removing any part of the Metering Equipment;

(ii) at all reasonable times after this Connection Agreement terminates if the Energy Company wishes to recover any part of the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company and/or Conduits;

(iii) at any time where an Emergency may exist in connection with the provision of Energy Services;

(iv) at any time for any purpose required by any relevant legislation; or

8.2 The Energy Company hereby covenants with and for the benefit of the Customer that the Energy Company shall:

(a) ensure that at all times the Conduits within the Conduit Land are kept in good and substantial repair and condition and in accordance with Law;

(b) subject to the actions of third parties interfering with the Energy Company Equipment, at all times to ensure that the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company is kept in good and substantial repair and condition and in accordance with Law;

(c) each and every time the Energy Company leaves the Plant Room take all reasonable steps, including by complying with any reasonable directions from the Customer in this respect, to ensure that the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company within the Plant Room is appropriately secured so as to prevent interference by third parties;

(d) in exercising its rights and complying with its obligations in this Clause 8.2, comply with Law and carry out its own cost all works and other matters required to fulfil this obligation;

(e) in exercising its rights and complying with its obligations in this Clause 8, not do or permit anything which may be or grow to be a nuisance, annoyance, disturbance or inconvenience to the Customer or occupiers of adjoining and neighbouring premises and/or the Connection Address PROVIDED THAT the operation of the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company or Conduits in the ordinary course of its business whilst acting as a prudent operator shall not in itself breach this sub-Clause;

(f) not do anything which may render void or voidable any insurance of the Customer or the owners or occupiers of any part of the Connection Address or of any property surrounding the Connection Address or **which may cause insurance premiums to be increased**, provided that the Energy Company has been notified in writing of the terms of such insurance;

(g) insure and keep insured with an insurer of repute against the Insured Risks the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company and Conduits provided that insurance against each such risk is available in the London market at commercially reasonable rates (providing the Customer with evidence of the same on request);

(h) be responsible for any damage to the Plant Room caused by the Energy Company and/or its sub-contractors and their respective employees and for the cost of any associated repair or replacement to rectify such damage and the consequences thereof;

(i) observe and perform the relevant site rules and health and safety obligations applicable to the Plant Room; and

(j) secure the Plant Room each and every time the Energy Company leaves the Plant Room.

8.3 The Customer hereby covenants with and for the benefit of the Energy Company that the Customer shall, at all times after the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company has been installed in the Plant Room:

(a) procure that the Plant Room is capable of being secured so as to prevent, to a reasonable degree, any non-authorised party accessing the Plant Room;

(b) be responsible for any damage to the Meter or Metering Equipment or other equipment belonging to or used by the Energy Company in the Plant Room caused by the Customer and/or its sub-contractors and their respective employees and for the cost of any associated repair or replacement to rectify such damage and the consequences thereof; and

(c) ensure that each and every time it leaves the Plant Room the Plant Room is so secured.

8.4 The licence granted by the Developer is not intended by either party to confer on the Energy Company any right or interest in the nature of a tenancy and gives no proprietary interest to the Energy Company.

8.5 The Customer acknowledges that in an Emergency, the Energy Company can, with immediate effect and without prior notice to the Customer and/or any individual or entity with an interest in the Connection Address, suspend the provision of Energy Services to the Development by isolating the Development from the H&C Network via the external valve pits located adjacent the Development, provided that the Energy Company has, prior to such suspension of the Energy Services, used reasonable endeavours to contact the Customer and/or any individual or entity with an interest in the Connection Address.

9 Suspension of Energy Services

9.1 To the extent permissible by law, the Energy Company may suspend the Energy Services:

(a) if the Customer has failed to pay the Charges within two (2) months of the due date for payment and:

(i) such failure is not remedied within fourteen (14) days of a written notice from the Energy Company requiring the Customer to pay such amounts as are outstanding or maintain its account in credit in accordance with Clause 4.7; or

(ii) such failure to pay, or the amount of payment required, is not the subject of a current dispute carried out in accordance with Clause 14;

(b) on not less than fourteen (14) days written notice by the Energy Company where the Customer has used (or attempted to use) the Energy Services without authorisation, steal or unlawfully extract the Energy Services provided that the Energy Company has provided the Customer with reasonable evidence that such circumstances exist; or

(c) on not less than fourteen (14) days written notice by the Energy Company where following a request by the Energy Company to do so, the Customer has failed to provide satisfactory proof of identity and proof of all the Customer's previous addresses over the last three (3) years (if any) provided that where the Customer has previously provided this information to the Energy Company, this Clause 9.1(c) shall not apply.

9.2 Subject to Clause 9.3, the Energy Company shall resume the supply of Energy Services to the Customer as soon as reasonably practicable, and in any event within forty eight (48) hours, after an event of suspension set out in Clause 9.1 ceases to exist.

9.3 Where the Energy Company has suspended the Energy Services in accordance with Clause 9.1(a), subject to the Customer:

(a) agreeing to maintain its account for the Energy Services in credit in accordance with Clause 4.7; and

(b) the settlement in full of all outstanding Charges payable to the Energy Company (including the Availability Fee relating to the period between suspension of the Energy Services and the date of settlement of all outstanding Charges (including for the avoidance of doubt, any accumulated interest outstanding calculated in accordance with Clause 4.6 of this Supply Agreement);

then, as soon as reasonably practicable, and in any event within forty eight (48) hours of the Customer fulfilling its obligations under this Clause 9.3(a) and (b) above, the Energy Company shall re-establish the Energy Services to the Customer.

9.4 If a party is or will be prevented from performing its obligations under this Supply Agreement by a Force Majeure Event, then the affected party shall as soon as reasonably practicable (and in any event within two (2) Business Days of the occurrence of a Force Majeure Event):

(a) notify the other party of the occurrence of a Force Majeure Event giving details thereof, the obligations which will be affected, the reasons why such obligations need to be suspended as a result of the Force Majeure Event and an estimate of the period of time the Force Majeure Event is likely to subsist; and

(b) use reasonable endeavours to resume the performance of its obligations suspended as a result of the Force Majeure Event and minimise the damage caused by such suspension.

9.5 Subject to Clause 9.6, the affected party shall, provided that notice has been given in accordance with Clause 9.4, be excused from the performance of such obligations affected by the Force Majeure Event for so long as the Force Majeure Event prevents it from performing them.

9.6 For the avoidance of doubt, the Customer shall not (whilst the Energy Services are suspended as a result of a Force Majeure Event) be obliged to pay the Charges incurred during the period of such Force Majeure Event.

9.7 If, as a result of a Force Majeure Event, the Energy Company is not able to provide Energy Services, or alternative heating services and/or cooling services (including by way of temporary plant), the Customer shall (at its own cost) be entitled to procure alternative heating and cooling provision.

9A Termination by the Energy Company

9A.1 To the extent permitted by law, the Energy Company may terminate this Supply Agreement:

(a) if the Customer is in material breach of this Supply Agreement and the breach is not remedied within sixty (60) days of a written notice from the Energy Company requiring such breach to be remedied;

(b) with immediate effect if the Customer becomes subject to an administration order, sequestration proceedings, winding-up proceedings (except for the purposes of re-construction or amalgamation) or a receiver is appointed over the whole or any part of its assets;

(c) with immediate effect if the Customer ceases, or threatens to cease trading or becomes insolvent;

(d) in the event the Energy Services are suspended in accordance with Clause 9.1(a) and the Customer has not paid such outstanding amounts within sixty (60) days of written notice by the Energy Company requiring the Customer to do so;

(e) on not less than thirty (30) days written notice by the Energy Company where the Energy Services have been suspended in accordance with Clause 9.1 (other than Clause 9.1(a) or Clause 9.5 for a period of six (6) months and the Parties have not agreed a revised basis for continuance;

9A.2 Where the Energy Company has terminated this Supply Agreement in accordance with Clause 9A.1(d), subject to the Customer:

(a) agreeing to maintain its account for the Energy Services in credit in accordance with Clause 4.7; and

(b) the settlement in full of all outstanding Charges payable to the Energy Company (including the Availability Fee relating to the period between suspension of the Energy Services and the date of settlement of all outstanding Charges (including for the avoidance of doubt, any accumulated interest outstanding calculated in accordance with Clause 4.6 of this Supply Agreement);

then, within forty eight (48) hours of the Customer fulfilling its obligations under Clauses 9A.2(a) and 9A.2(b) above, the Energy Company shall enter into a new Supply Agreement and make available a supply of Energy Services.

9A.3 Where the Energy Company has terminated this Supply Agreement in accordance with 9A.1(a) and the Customer subsequently requests a supply of Energy Services from the Energy Company, the Energy Company shall enter into a new Supply Agreement and make the Energy Services available to the Customer, provided that the Customer shall be liable to pay to the Energy Company the Disconnection Fee and the Reconnection Fee.

10 Termination by the Customer

10.1 This Supply Agreement may be terminated by the Customer:

(a) on the expiry of three (3) months prior written notice to the Energy Company by the Customer of its intention to terminate this Supply Agreement save in circumstances where the capacity of the Energy Services exceeds one (1) MW in which case this Supply Agreement shall be terminated by the Customer on the expiry of six (6) months prior written notice to the Energy Company by the Customer of its intention to terminate this Supply Agreement;

(b) if the Energy Company is in material or persistent breach of this Supply Agreement and the breach is not remedied within sixty (60) days of a written notice from the Customer requiring the breach to be remedied: termination shall take effect where the breach has not been remedied in the interim, seven (7) days after the date of the Customer's notice (in the case of a breach not capable of remedy) upon the expiry of the sixty (60) day notice period (in the case of a breach capable of remedy);

(c) with immediate effect, if the Energy Company becomes subject to an administration order, sequestration proceedings, winding-up proceedings (except for the purposes of re-construction or amalgamation) or a receiver is appointed over the whole or part of its assets;

(d) with immediate effect, if the Energy Company ceases, or threatens to cease trading or becomes insolvent;

(e) on thirty (30) days written notice to the Energy Company if a Force Majeure Event persists for a continuous period of six (6) months after the date of a notice issued by the Customer informing the Energy Company of the occurrence of a Force Majeure Event and the Parties have not agreed a revised basis for continuance.

In the event that the Customer intends to terminate this Supply Agreement, it shall either:

(f) provide the Energy Company with a final meter reading on the date of termination; or

(g) allow the Energy Company to enter the premises to take a final meter reading on the date of termination.

10.2 The Customer will continue to be responsible for paying any Charges incurred until this Supply Agreement has been terminated.

10.3 Where the Energy Company has ceased the provision of Energy Services to the Supply Address, the Energy Company will only re-establish the Energy Services to the Customer when the Customer has paid to the Energy Company all the fees and charges owing by the Customer to the Energy Company under this Supply Agreement.

10.4 Termination of this Supply Agreement for any reason shall be without prejudice to any rights and remedies either Party may have against the other Party accrued prior to the date termination takes effect.

10.5 If the Energy Company's contractual obligation and/or right to supply Energy Services in the area of the Supply Address is terminated or suspended pursuant to the Concession Agreement then the parties will take all steps within their power to novate this agreement to the Employer and to ensure so far as possible the continuance of the supply of the Energy Services.

11 Complaints

11.1 The Customer should address any complaints regarding the Energy Services or service levels to the Customer Service Centre.

11A Variation

11A.1 Either Party may request an amendment, change, revision or variation to this Supply Agreement.

11A.2 Following a request by either Party to the other of a request for an amendment, change, revision or variation to this Supply Agreement, the Parties shall meet as soon as reasonably practicable and agree such amendment change, revision or variation.

11A.3 Save for a variation in the Charges pursuant to Clause 6, no amendment, change, revision, variation or discharge of this Supply Agreement in whole or in part shall be binding upon either of the Parties unless the same is in writing and duly signed by the duly authorised representatives of both Parties.

12 Customer Service Arrangements

12.1 The Energy Company shall supply the Customer with energy efficiency advice.

13 Compensation for Poor Performance

13.1 If the Energy Company fails to achieve the Performance Indicators set out in Schedule 1 of this Supply Agreement, then the Energy Company shall, in accordance with the terms of this Supply Agreement, compensate the Customer in accordance with the provisions of this Clause 13.

13.2 The compensation shall be paid to the Customer by way of reducing the sums charged to the Customer for the Energy Services in the Energy Company's next invoice. In the event that compensation due to the Customer exceeds the amount of the sum due to the Energy Company in its next invoice, the compensation shall be paid by reducing the sums in subsequent invoices. Where the amount of compensation payable to the Customer exceeds the amount due to the Energy Company in respect of a final invoice, the invoice shall be reduced to nil and the Energy Company shall pay to the Customer the excess (if any).

13.3 The Customer is entitled to compensation payable in accordance with Schedule 1 for the Energy Company's failure to meet the Performance Indicators set out at Schedule 1 of this Supply Agreement.

13.4 The amount of compensation payable to the Customer will be capped in relation to:

(a) Heating Services: to ten percent (10%) of the Charges actually paid by the Customer for Heating Services for that Service Period; and

(b) Cooling Services: to ten percent (10%) of the Charges actually paid by the Customer for Cooling Services for that Service Period.

13.5 The Energy Company shall not be liable to compensate the Customer for any failure to achieve the Performance Indicators in accordance with this Clause 13, where and to the extent such failure results from:

(a) any Planned Maintenance that has been carried out in accordance the provisions of this Supply Agreement;

(b) any shutdown of the Community Energy Network that is required in order to comply with law;

(c) a Force Majeure Event; or

(d) Relief Event; or

(e) failure in the Secondary Network (save to the extent that such failure arises out of or is in connection with an act, omission or default of the Energy Company); or

(f) in the event of termination of this Supply Agreement or suspension of the Energy Services (with effect from the date of such termination or suspension) in accordance with the provisions of this Supply Agreement.

14 Dispute Resolution

14.1 The Parties will attempt in good faith to resolve any unresolved complaints arising out of this Supply Agreement promptly through negotiations between nominated representatives of each Party who shall have authority to settle the same. In the event that the Parties fail to resolve such unresolved complaints, then the matter shall be referred to mediation in accordance with the provisions of Clause 14.2 of this Supply Agreement.

14.2 The procedure for mediation pursuant to Clause 14.1 and consequential provisions relating to mediation shall be as follows:

(a) a neutral advisor or mediator (the "**Mediator**") shall be chosen by agreement between the Energy Company and the Customer, or if, they are unable to agree upon the identity of the Mediator within ten (10) Business Days after a request by one Party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Business Days from the date of the proposal to appoint a Mediator or within ten (10) Business Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;

(b) the Energy Company and the Customer shall within ten (10) Business Days of the appointment of the Mediator, meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;

(c) unless otherwise agreed by the Energy Company and the Customer, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(d) in the event that the Energy Company and the Developer reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be

binding on both Parties once it is signed by the authorised representatives of each Party;

(e) failing agreement, either the Energy Company or the Customer may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a "without prejudice" basis and shall not be used in evidence in any proceedings relating to this Supply Agreement without the prior written consent of both Parties;

(f) the Energy Company and the Customer shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both Parties unless otherwise directed by the Mediator;

(g) the respective obligations of the Parties under this Supply Agreement shall not cease or be delayed during the mediation process;

14.3 In the event that the Energy Company and the Customer fail to reach agreement in the structured negotiations within forty (40) Business Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the courts.

14A Notices

14A.1 All notices under this Supply Agreement shall be in writing and all certificates, notices or written instructions to be given under the Supply Terms shall be served by sending the same by first-class post, facsimile or by hand, leaving the same at:

The Energy Company	
Marked for the attention of the Company Secretary (Copy by email to a Director)	**Address**: 4th Floor, The Peak, 5 Wilton Road, London SW1V 1AN

The Customer	
Marked for the attention of the Company Secretary	**FAO:** Hakan Sivetoglu (hsivetoglu@lsh.co.uk) **Address**: Stratford Waterfront Management Company Ltd, c/o Lambert Smith Hampton, East West Building, 2 Tollhouse, Nottingham, NG1 5FS

14A.2 Either Party to this Connection Agreement may change its nominated address or facsimile number by prior notice to the other Party.

14A.3 Notices given by post shall be effective upon the earlier of (i) actual receipt, and (ii) five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

(a) within two (2) hours after sending, if sent on a Business Day between the hours of 9 a.m. and 4 p.m.; or

(b) by 11 a.m. on the next following Business Day, if sent after 4 p.m., on a Business Day, but before 9 a.m. on that next following Business Day.

15 Novation

15.1 The Energy Company may novate any of its rights, benefits, obligations or liabilities under this Supply Agreement to any other party (an "**Energy Company Transferee**") such that the Energy Company Transferee shall enjoy all the rights and benefits of the Energy Company under the Supply Agreement and shall observe and perform all the obligations and fulfil all the liabilities of the Energy Company under this Supply Agreement (whether actual, accrued, contingent or otherwise and whether arising on, before or after the date of the novation between the Energy Company and the Energy Company Transferee) and may sub-contract any of its obligations under this Supply Agreement to any other party without the prior written consent of the Customer provided always that the Customer may object to a potential Energy Company Transferee if in its reasonable opinion the potential Energy Company Transferee cannot meet the financial obligations of the Energy Company under this Supply Agreement taking into account matters including but not limited to:

(a) the financial resources of the potential Energy Company Transferee and the related group companies of the potential Energy Company Transferee;

(b) insurance held either by the Energy Company Transferee or its related group companies;

(c) whether the maintenance of the Primary Network will be carried out by a separate entity which has the ability to fulfil those maintenance obligations;

(d) the standing of any proposed guarantor of the potential Energy Company Transferee; and

(e) any other matters submitted by the Energy Company as being relevant to the suitability of the potential Energy Company Transferee to enable it to perform the obligations and fulfil the liabilities of the Energy Company under this Supply Agreement.

In the event that the Customer refers the question of whether any Energy Company Transferee meets the requirements of this Clause 15.1 to mediation for determination, the Parties agree that the Mediator may take into account the last published annual report and audited accounts of the proposed Energy Company Transferee or any proposed guarantor and any relevant report of any credit or rating agency in reaching his determination. Otherwise the Energy Company may not novate in any way, any of the rights under or benefit of this Supply Agreement to any other party without the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed).

15.2 The Customer may novate any of its rights, benefits, obligations and liabilities under this Supply Agreement to any associated or successor company or to a purchaser of the Development (a "**Customer Transferee**") such that the Customer Transferee shall enjoy all the rights and benefits of the Customer under the Supply Agreement and shall observe and perform all the obligations and fulfil all the liabilities of the Customer under this Supply Agreement (whether actual, accrued, contingent or otherwise and whether arising on, before or after the date of the novation between the Customer and the Customer Transferee) without the prior written consent of the Energy Company provided always that the Energy Company may object to a potential Customer Transferee if in its reasonable opinion, the potential Customer Transferee cannot meet the financial obligations of the Customer under this Supply Agreement taking into account matters including but not limited to:

(a) the financial resources of the potential Customer Transferee and the related group companies of the potential Customer Transferee;

(b) insurance held either by the Customer Transferee or its related group companies;

(c) whether the maintenance of the Secondary Network will be carried out by a separate entity which has the ability of fulfil those maintenance obligations;

(d) the standing of any proposed guarantor of the potential Customer Transferee; and

(e) any other matters submitted by the Customer as being relevant to the suitability of the potential Customer Transferee to enable it to perform the obligations and fulfil the liabilities of the Customer under this Supply Agreement.

In the event that the Energy Company refers the question of whether any Customer Transferee meets the requirements of this Clause 15.2 to mediation for determination, the Parties agree that the Mediator may take into account the last published annual report and audited accounts of the proposed Customer Transferee or any proposed guarantor and any relevant report of any credit or rating agency in reaching his determination. Otherwise the Customer may not novate in any way, any of the rights under or benefit of the Connection Agreement to any other party without the prior written consent of the Energy Company (such consent not to be unreasonably withheld or delayed).

16 Liability

16.1 The Energy Company does not exclude or restrict its liability for death or personal injury caused by its negligence or that of its agents.

16.2 Subject to Clause 16.1, neither the Energy Company (nor any of its employees, agents or sub-contractors) will ever be liable to the Customer under or in connection with this Supply Agreement provided that, any limitation of the Energy Company's liability pursuant to this Clause 16.2 shall not apply to (and in calculating the same no account shall be made in respect of):

(a) the Energy Company's liability for failure to achieve the Performance Indicators pursuant to Clause 13; or

(b) where Clause 19 applies, the Energy Company's liability pursuant to and in accordance with Clause 19.

16.3 The Customer does not exclude or restrict its liability for death or personal injury caused by its negligence or that of its agents.

16.4 Subject to Clause 16.3, neither the Customer (nor any of its employees, agents or sub-contractors) will ever be liable to the Energy Company under or in connection with this Supply Agreement provided that, any limitation of the Customer's liability pursuant to this Clause 16.4 shall not apply to (and in calculating the same no account shall be made in respect of):

(a) the Customer's liability to pay any of the Charges;

(b) where Clause 19 applies, the Customer's liability pursuant to and in accordance with Clause 19.

17 Governing Law and Jurisdiction

17.1 The Supply Agreement is subject to the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

18 Data Protection

18.1 The Energy Company shall at all times process the personal data it acquires, under or in connection with this agreement, in accordance with Data Protection legislation.

18.2 The Energy Company will only process the personal data it acquires, under or in connection with this agreement, to the extent that it is necessary to do so, for the performance of its contractual obligations under this agreement. This processing may include, but is not limited to:

(a) setting up the Customer's account and making any changes to the terms of making the Energy Services available to the Customer;

(b) identifying the Customer when the Customer makes enquiries;

(c) market research and providing to the Customer by post or email up-to-date information on the services the Energy Company provides, to the extent permitted by applicable legislation;

(d) not used;

(e) billing and debt recovery;

(f) prevention of fraud or loss;

(g) quality assurance (including recording communications with the Customer);

(h) checks with credit reference agencies (who will keep a record of the search).

18.3 The Energy Company may share personal data it acquires, under or in connection with this agreement with other ENGIE group companies and credit reference/fraud prevention agencies, or where the Energy Company is required to process the aforementioned personal data for regulatory purposes, or where the Energy Company is required to process those personal data to comply with a legal obligation.

18.4 The Customer may contact the Energy Company if they require details of the credit reference / fraud prevention agencies from whom the Energy Company obtain and with whom the Energy Company record information about the Customer.

18.5 The Energy Company shall process any personal data it acquires under, or in connection with this agreement for the lifetime of the agreement.

19 Common Parts and Secondary Network Obligations

19.1 The Customer shall ensure that at all times the Secondary Network is properly maintained in accordance with the Technical Specification such that it can deliver the Heating Services and/or Cooling Services from the Point of Connection to the Customer(s). If the Secondary Network is not so maintained, the Customer shall be liable to the Energy Company from all the consequences thereof including without limitation the cost of all damage to the H&C Network and all other costs and losses suffered by the Energy Company, save for Indirect Loss, provided that the Customer's liability to the Energy Company arising under this Clause 19.1 shall in no case exceed one hundred and fifty thousand pounds (£150,000) (indexed in accordance with RPI with effect from March 2010) in the aggregate.

19.2 The Energy Company shall ensure that the Community Energy Network is designed, installed, operated and maintained so as not to cause damage to the Development or the Secondary Network. If the Community Energy Network is not so operated or maintained, the Energy Company shall be liable to the Customer for all consequences thereof including without limitation, the cost of all damage to the Development and/or the Secondary Network and all other costs and losses suffered by the Customer, save for Indirect Loss, provided that the Energy Company's liability to the Customer arising under this Clause 19.2 shall in no case exceed one hundred and fifty thousand pounds (£150,000) (indexed in accordance with RPI with effect from March 2010) in the aggregate.

20 General

20.1 This Supply Agreement includes everything agreed between the Parties. Anything that happened or was written before about the subjects dealt with in this Supply Agreement is superseded. Neither the Customer nor the Energy Company has relied upon any representation or warranty that is not written in this Supply Agreement.

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

20.3 The relationship between the Parties established by this Supply Agreement is that of independent contractors. Nothing herein shall be construed to create or give rise to any partnership, joint venture or agency relationship between the Parties.

20.4 At no time during the performance of this Supply Agreement shall the Energy Company or its employees or other representatives be considered to be employees or agents of the Customer, nor shall the Customer or its employees or other representatives be considered to be employees or agents of the Energy Company even when designated to receive training from the Energy Company or to assist the Energy Company in the performance of its obligations under this Supply Agreement.

20.5 If any provision of this Supply Agreement is found to be invalid or unenforceable under any applicable law, then such provision shall be inoperative to the extent necessary to achieve compliance with such law. Such provision to the extent that it is not invalid or unenforceable and the remaining provisions of this Supply Agreement shall continue to be valid and binding upon the Parties and of like effect as though the inoperative portion of such provision were not included therein.

20.6 Any failure by the Energy Company or the Customer at any time to enforce their respective rights hereunder or require the strict keeping and performance of any of the Supply Terms shall not constitute a waiver of the Supply Terms in any way nor of the respective rights of the Energy Company or the Customer at any time to enforce such respective remedies as either the Energy Company or the Customer may have for any breach of the Supply Terms.

20.7 In the case of any inconsistency between the Schedules and the main body of this Supply Agreement, the main body of this Supply Agreement shall prevail.

21 Table of Definitions

Term	Meaning
"**Annual Schedule of Planned Maintenance**"	means a schedule of Planned Maintenance for a Service Period which contains the following: (f) the nature and scope of the Planned Maintenance; (g) the proposed start and end dates and proposed hours of work; (h) any effect on the performance or provision of the Energy Services including whether and for what period any temporary equipment will be used by the Energy Company to provide the Energy Services during the period of any Planned Maintenance; and (i) any effect or impact upon the activities of the Customer.

Term	Meaning
"**Availability Fee**"	has the meaning given to it in Schedule 5 to this Supply Agreement.
"**Billing Period**"	means a period of one (1) month.
"Business Day"	means a day other than a Saturday, Sunday or bank holiday in England.
"**Capacity**"	means the Heating Services capacity and/or the Cooling Services capacity as set out on page 1 of the Connection Agreement.
"**Charges**"	means the charges set out in Schedule 5 of this Supply Agreement.
"**Community Energy Network**"	means: (a) the Energy Centres; and (b) the H&C Network.
"**Concession Agreement**"	means the concession agreement to design, build, finance, own and operate a community energy network on the Olympic Park and Stratford City entered into between the Olympic Delivery Authority and Stratford City Developments Limited (together, "**the Employer**" as the agreement may be amended from time to time) and East London Energy and dated 11 April 2008.
"**Connection**"	means the physical connection of the premises at the Supply Address to the Community Energy Network.
"**Connection Address**"	means the premises in respect of which a Connection has been made.
"**Connection Agreement**"	means an agreement between the Energy Company and the Developer to connect the Development of which the Supply Address is a part of to the Community Energy Network.
"**Consumption Charge**"	has the meaning given to it in Schedule 5 to this Supply Agreement.
"**Cooling Services**"	means where applicable, the provision of cooling services to the Connection, in the form of cooling transferred at the heat exchanger located in the sub-station, to the Connection and to a Customer via the Secondary Network.
"**Cooling Services Capacity**"	means the capacity of the Cooling Services (in kW) requested by the Customer as detailed in the Supply Request.
"**Customer**"	means the individual, business, organisation or other body who subject to a Connection Agreement being in place between a Developer and the Energy Company, consumes or requires the availability of Energy Services.
"**Customer Meter(s)**"	means any meter beyond the Point of Connection on the Secondary Network

Term	Meaning
"**Customer Service Centre**"	the Energy Company's office for dealing with customer enquiries and complaints, contact details for which appear on the invoices sent to the Customer.
"Data Protection legislation"	means the General Data Protection Regulation (2016/679) (hereafter referred to as the GDPR) and the Data Protection Act 2018 including any amending, repealing or successor legislation.
"Date of Supply"	means the date of commencement of the Energy Services.
"**Developer**"	means the person identified as such in this Supply Agreement as detailed in the seventh row of the second column of the table on the first page of this Supply Agreement.
"**Development**"	means the development as set out in this Supply Agreement.
"**Disconnection Charge**"	has the meaning given to it in Schedule 5 to this Supply Agreement.
"Emergency"	means any event where the Energy Company determines it necessary to take urgent steps to remedy any matter for reasons of health and safety or security (being in the nature of criminal acts and any acts or events requiring the intervention of the police, emergency services or other authorised third parties or similar matters) whether or not this is as a result of the Energy Company's failure to comply with any of its obligations under this Supply Agreement.
"**Energy Centre**"	means the combined cooling, heating, and power stations for which the Energy Company has responsibility that supply Energy Services
"**Energy Services**"	means the provision of Heating Services and, (where applicable), the provision of Cooling Services, by the Energy Company to the Customer.
"**Force Majeure Events**"	means: (a) war, civil war, armed conflict or terrorism; or (b) nuclear contamination unless in any case the Energy Company or Customer is the source or cause of the contamination; or (c) chemical or biological contamination of the Community Energy Network and/or the communal energy supply and/or the Supply Address from any of the events referred to in Clause (a) above; or (d) pressure waves caused by devices travelling at supersonic speeds, which directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

Term	Meaning
"**Good Industry Practice**"	means using the standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
"**H&C Network**"	means the heating and, where applicable, the cooling, supply network, consisting of distribution and return pipework, a sub-station, and ancillary control equipment, provided by the Energy Company that provides the Energy Services to the Point of Connection.
"**Heating Services**"	means the provision of heating services in the form of heat transferred at the heat exchanger located in the sub-station, to the Connection and, subject to a relevant Connection Agreement being in force and a Secondary Network being in place in accordance with the Technical Specification, to a Customer via the Secondary Network.
"**Heating Services Capacity**"	means the capacity of the Heating Services (in kW) requested by the Customer as detailed in the Supply Request.
"**Indirect Loss**"	means loss of profit or revenue, loss of opportunity, loss of contract or loss of goodwill, the cost of obtaining any new financing or maintaining any existing financing (including the making of any scheduled or other repayment or prepayment of debt and the payment of any other costs, fees or expenses incurred in connection with the obtaining or maintaining of financing) but for the avoidance of doubt, shall not include any Charges payable under this Supply Agreement.
"**Invoice Date**"	means the date falling on or after the last Business Day of the Billing Period.
"**Landlord**"	means the person identified as such in this Supply Agreement as detailed in the eighth row of the second column of the table on the first page of this Supply Agreement.
"Law"	means: (a) any applicable statute or proclamation or an delegated or subordinate legislation; (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (c) any applicable guidance, direction or determination with which the Customer and/or the Energy Company is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Energy Company; and (d) any applicable judgment or a relevant court of law which is a binding precedent in England and Wales, in each case in force in England and Wales.
"Major Overhaul"	means significant or material works to the Community Energy Network that are beyond the requirements of

Term	Meaning
	Planned Maintenance, including in relation to the duration of the disruption of the provision of Energy Services.
"**Managing Agent**"	means the person identified as such in this Supply Agreement as detailed in the eighth row of the second column of the table on the first page of this Supply Agreement.
"**Meter**"	means the heat meters where installed or used by the Energy Company at the Supply Address to measure the amount of Energy Services used by the Customer excluding the Customer Meters.
"**Metering Equipment**"	means the meters, automatic metering reading equipment, pipes and wires installed or used by the Energy Company at the Connection.
"**Metering and Billing Services**"	means the services described in Schedule 2.
"**Offer of Supply**"	means an offer made by the Energy Company to the Customer in respect of the provision of Energy Services as detailed in Schedule 6 to this Supply Agreement.
"**Party**"	means either the Energy Company or the Customer and "**Parties**" means both the Energy Company and the Customer.
"**Performance Indicators**"	means the performance indicators as detailed in Schedule 1 to this Supply Agreement.
"Personal Data"	has the meaning as set out by Article 4 of the General Data Protection Regulation
"**Planned Maintenance**"	means scheduled maintenance or repair of the Community Energy Network by the Energy Company.
"**Plant Room**"	has the meaning given to it in the Connection Agreement.
"**Point of Connection**"	means within any Development, the point at which the isolation valve on the Secondary Network side of the plate heat exchanger substation connects to the H&C Network.
"**Reconnection Charge**"	has the meaning given to it in Schedule 5 to this Supply Agreement.
"**Relief Events**"	means: (a) failure by any statutory undertaker to carry out works or provide services; (b) exceptionally adverse weather conditions; (c) accidental loss or damage caused by an event in respect of which the Customer is entitled to receive insurance proceeds to cover any loss caused by delay to the Date of Supply or where insurance covered by the Energy Company would cover such loss of the Customer; (d) any delay in achieving the provision of Energy Services to the Supply Address by the Date of Supply caused by a breach of contract by the Developer or a customer who has responsibility for the Secondary Network (save for any delay arising out of or in connection with an act, omission or default of the Energy Company).

"**Required Service Levels**"	means the required service levels for the provision of Energy Services as set out in column 2 of the table in Schedule 1.
"**Secondary Network**"	the pipework and associated equipment located within any Development beyond the Point of Connection and, for the avoidance of doubt, this does not include Meters.
"**Service Period**"	means a continuous period of twelve (12) months or part thereof ending on 31 March during which the Charges shall apply.
"**Summer Period**"	means a period commencing on 1 May and ending on 30 September.
"**Supply Address**"	means subject to a Connection Agreement having been entered into by the Developer for the Development, the address to which the Supply will be made as set out in this Supply Agreement.
"**Supply Agreement**"	means this agreement, including the Supply Terms (including for the avoidance of doubt, the provisions of the Schedules and the Technical Specification) between the Energy Company and the Developer.
"**Supply Request**"	means a written request made by a Customer for Energy Services; as annexed to this Supply Agreement at Schedule 7.
"**Supply Terms**"	means the terms and conditions of the Supply Agreement as amended from time to time.
"**Technical Specification**"	means the general parameters of operation of the H&C Network (and without prejudice to the generality of the foregoing, in particular the parameters for the location of the Connection), and the obligations of the Developer in regard to the requirements of the design, installation and maintenance of the Secondary Network and any Metering Equipment as documented in Schedule 1 of the Connection Agreement.
"**VAT**"	means value added tax prevailing at the time of the provision of Energy Services as provided for in the Value Added Tax Act 1994 or any re-enactment thereof.
"**Winter Period**"	means a period commencing on 1 October and ending on 30 April.

SCHEDULE 1

Performance Indicators

Item	Standard	Required Service Level	Service Failure	Service Payment
GS1	Planned Interruption	At least 48 hours' written notice to the Customer by the Energy Company of scheduled maintenance works to the Community Energy Network or the Secondary Network that interrupts the Heating Services to the Unit	When a Planned Interruption lasts for more than five (5) working days, from the start time indicated in the written notice from the Energy Company, the Customer will be eligible for compensation	£71.40 for each full 24 hour period beginning at 00:00 on the 5th day following the commencement of the Planned Interruption, and the total amount for any Service Period is capped at £856.76.
GS2	Unplanned Interruption	The Heating Services (with water within the temperature range required under the Energy Company's agreement with the Employer) will be available the Point of Connection within 24 hours of the start of any unplanned interruption	On failure to achieve this, a fixed compensation payment will be paid by the Energy Company to the Customer, and a further payment will be made for each additional period of 24 hours until the Heat Supply is restored	£71.40 for each full 24 hour period from the first registered notification and the total amount for any Service Period is capped at £856.76.
GS3	Meter repair or replacement	Meter accuracy to be maintained within the requirements of the Guidance and an initial accuracy of +/- 3%	Faulty Meter not replaced twenty eight (28) days after a fault is shown to exist	£35.70 per instance
GS4	Notifying the Customer that a penalty payment is due & making payments owed	The Energy Company shall write to the Customer within 10 working days of the date the Energy Company becomes aware of any overpayment by the Customer or of any compensation falling due to the Customer and shall make the relevant payment to the Customer within a further 10 working days.	Where the Energy Company fails to achieve this level of service, a fixed compensation payment will be made	£28.56 per instance
GS5	Responding Substantially to a Complaint	Substantially respond to a Complaint within 10 working days or 20 working days where a site visit or third party enquiries are	Where the Energy Company fails to achieve this level of service, a fixed payment will be made in respect	£28.56 Capped at £129.65 per Service Period

		required. However, if a substantive response is unable to be provided because a site visit is required, the Energy Company will provide an initial response indicating this within 10 working days.	of the initial failure and each succeeding 5 working days during which the failure continues.	

Notwithstanding the above, no Guaranteed Service Payment will be payable to the Customer for any failure to achieve the relevant Performance Indicators if failure is caused by one of the following circumstances:

(a) The Customer has informed the Energy Company that the Customer does not wish the Energy Company to take any action or that any action already taken by the Energy Company is sufficient. Where the action taken by the Energy Company includes a promise to perform any action, the Energy Company duly performs such promise;

(b) The Energy Company has reasonably requested specific information from the Customer and this information has not been provided (by telephone, post or email) within three months of the deadline given to the Customer by the Energy Company for receipt of that information.

(c) The Energy Company has reasonable grounds to believe that the information provided by the Customer is of frivolous or vexatious nature.

(d) It was not reasonable for the Energy Company to take any the action required as a result of:

i. strikes or other industrial disputes excluding strikes or industrial involving the Energy Company's employees or affiliates and/or employees of Our sub-contractors other than such strikes or industrial action which are taking place on a national-wide basis;

ii. severe weather;

iii. the act or default of a person who is not one of the Energy Company's directors, officers and employees, the Energy Company's contractors, agents or others who act on the Energy Company behalf and their respective directors, officers and employees;

iv. not gaining access to fix the fault or to make alternative provisions for Vulnerable Customers registered on the Vulnerable and the Priority Services Register; and

v. the existence of circumstances which would cause us to break the Law or which would lead to imminent danger of death or personal injury.

Notwithstanding the above, no Guaranteed Service Payment will be payable to the Customer for any failure to achieve the relevant Performance Indicators if the failure is caused by one of the following circumstances.

GS2 and GS3	The failure to achieve the Performance Indicator was caused by a breach of this Agreement by the Customer.
GS2 only	The Energy Company is prevented from providing Energy Services to the Unit by any of the circumstances set out in Clause 8, although the Energy Company will use reasonable endeavours to mitigate the consequences of any such circumstances and resume provision of the Energy Services as soon as possible.
	The Energy Company is required by Law to shut down the Community Energy Network provided that the need to shut down the Community Energy Network does not relate to or arise out of any breach of this Agreement by the Energy Company or any negligent act or omission by the Energy Company.
	The Energy Company have suspended the Energy Services because the Energy Company believes on reasonable grounds that it is necessary to do so to avoid: (i) endangering the life of any person; or

	(ii) endangering any physical property, provided that both the relevant damage to such property and its economic impact are likely to be material, provided, in each case, that the need to suspend the Energy Services does not relate to or arise out of any breach of this Agreement or any negligent act or omission by the Energy Company.
	The Energy Company have suspended the Energy Services to the Unit pursuant to Clause 9.2, Clause 10 or Clause 11.1 of this Agreement.

SCHEDULE 2

Metering & Billing Services

There are no Metering & Billing Services provided

SCHEDULE 3

Technical Specification

The Technical Specification shall be the Technical Specification as detailed in Schedule 1 of the Connection Agreement

SCHEDULE 4 – not used

SCHEDULE 5

Charges

1.1 The Charges for the Energy Services shall be:

(a) the Availability Fee; and
(b) the Consumption Charge; and

the following additional charges may be levied by the Energy Company in accordance with the Supply Terms:

(c) the Disconnection Charge;
(d) the Reconnection Charge; and

any other costs, charges and expenses due under this Supply Agreement.

1.2 In this Paragraph 1:

(a) **"Availability Fee"** means, subject to Clause 3, the standing charge billed to the Customer for keeping the Energy Services available levied by the Energy Company with effect from the Date of Supply until the termination of this Supply Agreement;

(b) **"Consumption Charge"** means a charge levied by the Energy Company with effect from the Date of Supply until the termination of this Supply Agreement and billed to the Customer in respect of the amount of Energy Services used at the Supply Address (which may be based on an estimate or Meter readings at the Connection and (subject to Clause 5.1 of this Supply Agreement), the Customer Meters;

(c) **"Disconnection Charge"** means the charge levied by the Energy Company and billed to the Customer in the event that the Energy Services are suspended as a result of the Customer's act, omission or default; and

(d) **"Reconnection Charge"** means the charge levied by the Energy Company and billed to the Customer to reconnect the Energy Services following a disconnection of the Energy Services by the Energy Company as a result of the Customer's act, omission or default.

2 The Charges applicable as at the Effective Date (and subject to variation in accordance with terms of the Supply Agreement are as follows;

Heating Charges	Availability Fee (£/kW/year)	Consumption Charge (p/kWh)	Disconnection Charge (£)	Reconnection Charge (£)
Commercial	£24.72	6.010p	£50.00	£50.00

Cooling Charges	Availability Fee (£/kW/year)	Consumption Charge (p/kWh)	Disconnection Charge (£)	Reconnection Charge (£)
Commercial	£57.05	7.951p	£50.00	£50.00

Note: these charges are current to year ending 31 March 2026 and subject to indexation from that date and are exclusive of VAT