

DATED 15th DECEMBER 2017

GREATER LONDON AUTHORITY

and

NPOWER LIMITED

SUPPLIER SERVICES & NETTING OFF AGREEMENT

relating to the provision of SLC 11.2 and other related services

Version	Date	Modified by	Comment
??	6 December 2017	[REDACTED] npower	nPower amends reflecting feedback received from internal approvals within npower
	13 December 2017	LNP	Initial review of nPower new drafting

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SUPPLIER SERVICES & NETTING OFF AGREEMENT

DATE

2017

PARTIES

- (1) GREATER LONDON AUTHORITY of City Hall, Queen's Walk, London SE1 2AA (the Licensed Lite Supplier ("**LL**")); and
 - (2) NPOWER LIMITED (incorporated and registered in England and Wales under company registration number 3653277) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB (the Third Party Licensed Supplier ("**TPLS**")),
- together the "**Parties**" and each a "**Party**".

RECITALS

- (A) LL wishes to supply electricity to non-domestic consumers.
- (B) As a supplier of electricity likely to exceed exemption thresholds and in order to convey electricity across licensed networks, LL requires a licence for electricity supply under section 6 of the Electricity Act 1989.
- (C) Under Standard Licence Condition ("**SLC**") 11.3 of the electricity supply licence, the Authority may issue a direction relieving a prospective supplier from its obligation to be a direct party to the industry codes detailed in SLC 11.2.
- (D) The Authority has discretion to issue such a direction, on condition that alternative arrangements are in place with a fully licensed third party (TPLS), which is a party to the codes and able to discharge the necessary code functions and activities for LL.
- (E) This Agreement sets out:
 - (i) the terms under which TPLS shall provide such alternative arrangements, including compliance with, and the discharge of functions under, the relevant codes detailed in SLC 11.2 and shall be termed the Supplier Services & Netting Off Agreement.
 - (ii) the terms under which TPLS shall secure the distribution of LL's electricity to LL's customers, across the local distribution network;
 - (iii) the obligations on the parties to enable the provision of top-up and back-up electricity, in the event that LL has not purchased sufficient electricity to meet its customers' demand;

- (iv) the obligations on the parties to enable the off-taking of excess electricity in the event that LL is committed to purchase more electricity than its customers' demand.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following words or expressions have the meanings set out below:

"Act"

means the Electricity Act 1989 as amended from time to time;

"Actual Services Commencement Date"

means the date of satisfaction of the Conditions Precedent to Supply in clause 3.4;

"Affiliate"

means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company and **"holding company"** and **"subsidiary"** shall have the meaning given to them in section 1159 of the Companies Act 2006;

"Agent"

means the Generation Meter Operator, the Export Meter Operator, the Data Collector and the Data Aggregator, appointed by LL or TPLS as relevant;

"Applicable Law"

means the Codes and the Act;

"Approved ESCO"

means an Energy Service Company, which has obtained an electricity supply licence subject to a declaration by the Authority pursuant to SLC 11.3 and is able to post financial security equivalent to that provided by LL at the relevant time;

"Authority"

means the Gas and Electricity Markets Authority as defined in section 1 of the Utilities Act 2000 and any successor thereof;

"Balancing and Settlement Code" or "BSC"

means the agreement of that name to which the TPLS is a party by virtue of its accession to the BSC Framework Agreement;

"Balancing Services Use of System" or "BSUoS"

means the charge per half-hour settlement period National Grid Company plc recovers from BSC parties for the cost of balancing the transmission system through BSUoS charges;

"Business Day"

means any day other than a Saturday, a Sunday or any day designated as a bank holiday in England and Wales;

"BSC Framework Agreement" or "BSC"

means the multi-party agreement of that name approved by the Secretary of State and entered into by TPLS pursuant to its electricity supply licence;

"Connection Agreement"

means in respect of each Facility, the Agreement entered into or to be entered into by the Generator or Generators from whom LL purchases electricity and the Distribution Network Operator for the connection of the relevant Facility to the Local Distribution Network;

"Change"

means any or any number of the following:

- (a) the proposed addition or removal of import Metering Equipment to or from the list of Import Metering Equipment or the addition or removal of a Facility (including, but not limited to, a FIT PPA), in either case where such addition or removal would have a materially adverse impact on the ability of TPLS to manage imbalance risk or the cost of it doing so;
- (b) a change in the manner in which electricity is supplied to Customers, Customer Data is collected, Customers are billed, and/or Customers complaints are dealt with;
- (c) a proposed variation or addition to the Services that does not arise as a consequence of a Change in Law;
- (d) a proposed variation or addition to the Services instructed under clause 6.11, whether or not arising as a result of a Change in Law;
- (e) the addition of a Facility.

"Change in Law"

means the coming into effect after the date of this Agreement of:

- (a) Legislation, other than any Legislation which on the date of this Agreement has been published:
 - (i) in a draft Bill as part of a Government Departmental Consultation Paper;
 - (ii) in a Bill;
 - (iii) in a draft statutory instrument; or
 - (iv) as a proposal in the Official Journal of the European Communities;
- (b) any guidance or codes of practice issued under Legislation or pursuant to the electricity supply licence;
- (c) any applicable judgment of a relevant court of law which changes a binding precedent; or
- (d) an unforeseen change to a Code and/or SLC;

"Codes"

means together:

- (a) the Master Registration Agreement;
- (b) the Balancing and Settlement Code;
- (c) the Distribution Connection and Use of System Agreement; and
- (d) the Connection and Use of System Code;

"Codes Dispute"

means dispute in relation to any matter related to the interpretation, implementation or compliance with, the Codes or SLCs;

"Competent Authority"

means any national, federal, regional, local, European Union or other authority, court, administrative agency, arbitral tribunal or commission or other governmental administrative or regulatory body, authority or agency including the Authority, having legal competence and jurisdiction over any of the subject matter of this Agreement;

"Condition Precedent to Supply" and "Conditions Precedent to Supply"

have the meaning given to them in clause 3.4.3;

"Connection Agreements"

means, in respect of Customers, the Agreement entered into, or to be entered into, by LL or TPLS (for LL) and the Distribution Network Operator, providing for the Customer Connection;

"Connection and Use of System Code" or "CUSC"

means the agreement of that name to which the TPLS is a party by virtue of its accession to the CUSC Framework Agreement;

"Connections"

means the Customer Connection(s) and/or the Generation Connection(s) as the context requires;

"Core Services"

means those detailed in **clauses** 6.1 to 6.6 (inclusive);

"CUSC Framework Agreement"

means the agreement of that name approved by the Secretary of State and entered into by TPLS pursuant to its electricity supply licence;

"Customer"

means a non-domestic consumer of electricity who has or who is deemed to have entered, or will enter, into Customer Terms with LL for the supply of electricity;

"Customer Connection"

means the connection of a Customer's Import Metering Equipment to the Distribution System;

"Customer Consumption"

means the aggregate metered electricity consumption of all of the Customers recorded, determined (and reasonably corrected from time-to-time) by the Import Metering Equipment and notified by the Meter Operator to TPLS;

"Customer Data"

means any information or data, collected or obtained by TPLS, the Meter Operator, the Data Collector and/or the Data Aggregator relating to any Customer or to the supply of electricity to that Customer;

"Customer Protocol"

means the protocol developed by LL for dealing with Customers, including, but not limited to:

- (a) procedures for accessing Customer properties;
- (b) confidentiality of Customer data;
- (c) password protection processes,

and to be provided to the Meter Operator in accordance with **clause** 5.5.1(c);

"Customer Terms"

means the terms of electricity supply entered into between LL and the Customer in accordance with **clause 6.2.2**;

"Data Aggregator"

means a company appointed by TPLS that is responsible, as provided for in the BSC, for the aggregation of metering data received from Data Collectors and for forwarding such aggregated data to the BSC agent for Supplier Volume Allocation (as defined in the BSC);

"Data Collector"

means a company appointed by TPLS that is responsible, as provided for in the BSC, for the collection of data relating to electrical output and consumption;

"Dispute"

means any dispute or disagreement arising out of this Agreement, whether concerning the meaning of its provisions, the performance by the Parties or their obligations under it, the grant by the Parties of rights granted under it, or otherwise;

"Distribution Business"

means an entity whose name is set out in Part 1 of **s 1** to the Master Registration Agreement and any person who has acceded to the Master Registration Agreement pursuant to clause 4.6 of that agreement, in the category of a Distribution Business;

"Distribution Code"

means the code of that name, adhered to by DNOs pursuant to the provisions of the Electricity Distribution Licence, that governs all material technical aspects relating to connections to and the operation and use of the DNO's Distribution System and the operation of electric lines and electrical plant and apparatus connected to the DNO's Distribution System;

"Distribution Connection and Use of System Agreement" or "DCUSA"

means the agreement of that name established pursuant to condition 22 of the Electricity Distribution Licence and to which TPLS is required to be a party pursuant to its electricity supply licence;

"Distribution Network Operator" or "DNO"

means the licensed operator of the Distribution System defined in the contract terms under which LL or TPLS (for LL) has a Connection Agreement either directly or by virtue of TPLS's accession to DCUSA;

"Distribution System"

means the system consisting (wholly or mainly) of electric lines owned or operated by an authorised distributor and used for the distribution of electricity from grid supply points or generation sets or other entry points to the points of delivery to customers or authorised electricity operators or any transmission licensee within Great Britain in its capacity as operator of the licensee's transmission system or the GB transmission system, and includes any remote transmission assets (owned by a transmission licensee within England and Wales) operated by such distributor and any electrical plant, meters and metering equipment owned or operated by such distributor in connection with the distribution of electricity, but does not include any part of the GB transmission system;

"Electricity Distribution Licence"

means a licence to distribute electricity granted or treated as granted by the Authority under section 6(1)(c) of the Act;

"Embedded Benefits"

means the avoided costs and other benefits (or additional costs or charges as the case may be) arising by virtue of the siting of the Facility, being: avoided transmission losses and charges and avoided distribution losses and charges (including TRIAD Benefits, BSUoS, TNUoS and RCRC);

"Energy Ombudsman Scheme"

has the meaning given to it in the Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008;

"ESPR"

means the Electricity (Standards of Performance) Regulations 2010 (SI 2010/698);

"Excess Output"

means the net Export Output following the netting off of any Customer Consumption;

"Expert"

has the meaning given to it in **clause 22.3**;

"Expiry Date"

Means the end of the Month falling 5 (five) years from the Actual Services Commencement Date (or any extension thereof agreed in accordance with this Agreement);

"Export Metering Equipment"

means the Metering Equipment installed at each Facility measuring the flow of electricity from the Facility onto the Local Distribution System;

"Export Metering Equipment Payment"

means the payment calculated in accordance with Part 2 of **Schedule 1** (Calculations of Payments);

"Export Meter Operator"

means the Meter Operator appointed in respect of each Export Metering Equipment;

"Export Output"

means the output of each Facility spilled onto the Local Distribution Network as measured by the Export Metering Equipment and as may be determined and corrected by the Export Meter Operator from time to time (subject always to that party acting reasonably, in good faith and in accordance with industry guidelines);

"Facility"

means an electricity generation facility (including associated Export Meters) in respect of the output of which LL has entered or proposes to enter into a power purchase agreement, details of which are set out in **Schedule 3** or notified subsequently by LL to TPLS and "**Facilities**" shall be construed accordingly;

"Feed in Tariff"

The feed in tariff scheme introduced in accordance with the Electricity Act 2008 and as set out in the Licence and in the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010 (SI 2010/678) as amended or restated from time to time;

"FIT Eligible Generators"

means those Generators who are eligible, under the Feed-in Tariff Order 2012 (as such order may be amended or restated from time to time) to receive the FIT Export Rate;

"FIT Export Rate"

means the export tariff payable by licensed electricity suppliers to generators in accordance with the Feed-in Tariff Order 2012 as such order may be amended or restated from time to time;

"FIT PPA"

means as defined in clause 6.9;

“FIT PPA Effective Date”

means as defined in clause 6.9;

"Force Majeure"

means any event or circumstance or any combination of event or circumstance which is beyond the reasonable control of a Party and could not have been avoided by steps which might reasonably be expected to be taken by the Party whose obligations are affected and which either causes or results in the failure of such Party to perform any of its obligations under this Agreement, including but not limited to:

- (a) act of God;
- (b) act of war, terrorism, riot, insurrection, public demonstration, sabotage, act of vandalism;
- (c) strike, lockout or other industrial disturbance;
- (d) explosion, lightning, fire, storm, flood, earthquake;
- (e) fault or failure of plant and apparatus which could not have been prevented by the Party acting in accordance with Good Industry Practice;
- (f) cessation of supply by either the DNO or the Transmission Operator;
- (g) except with regard to the performance of any obligations related to, or in connection with, compliance with the Codes and/or a Party's electricity supply licence, where such events of Force Majeure shall be limited or extended (as appropriate) to those expressly determined and evidenced under the Codes and/or the SLCs of that licence (as appropriate);

"Fuel Security Code"

means the code required to be complied with by all electricity supply licence holders in accordance with SLC 11.8;

"Generation Connection"

means the connection of the Facility to the Distribution System; in order to enable the distribution of electricity from the Facility;

"Generator"

means a person generating electricity at a Facility from which LL purchases electricity for the purposes of supplying a customer;

“Month”

means a calendar month;

"Good Industry Practice"

means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking in the same or similar circumstances;

"Grid Code"

means the code drawn up by the National Grid Company plc pursuant to its transmission licence;

"GSP Group Correction"

means the balancing activity carried out to enable settlement to clear to zero in energy terms over a given settlement period;

"Import Charges"

has the meaning given to it in **Schedule 1 (Calculation of Payments)**;

"Import Metering Equipment"

means the Metering Equipment, with the MPANs set out in **Schedule 6 (Import Metering Equipment)**, and as such list may be modified on notice to TPLS in accordance with this Agreement;

"Industry Documents"

means any and all agreements regulating the generation, transmission, distribution, supply and trading of electricity in England and Wales, including, without limitation, the CUSC, BSC and any bilateral industry document (such as Bilateral Embedded generation Agreement as defined in the CUSC) as the same may be amended, novated, modified or replaced from time to time;

"Legislation"

means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;

"Licence Exempt Generator"

means a Generator that does not need to hold a generation licence under the Act;

"LL Break Date"

has the meaning given to it in clause 20.1.1;

"LL Break Notice"

means written notice to TPLS of a formal decision by LL that it intends to cease its operations as an electricity supplier requiring services in the nature of the Services;

"LL Default"

means any one or more of the following events (as applicable):

- (a) material breach of the terms of this Agreement;
- (b) a court makes an order that LL be wound up or a resolution for a voluntary winding up of LL is passed;
- (c) any receiver or manager in respect of LL is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge;
- (d) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of LL;
- (e) an administration order is made or an administrator is appointed in respect of LL;
- (f) Authority enforcement proceedings have commenced, or are due to commence, against LL, for breach of LL's electricity supply licence which are of such a nature that TPLS reasonably believes LL's licence may be revoked;
- (g) LL's electricity supply licence is revoked by the Authority;

"Local Distribution Network"

means the Distribution System operated under an Electricity Distribution Licence to which the Export Meter is connected;

"Management Fee"

the charge set out in **Schedule 1** (Calculation of Payments);

"Mark to Market"

has the meaning given to it in **clause 19.11.2**;

"Master Registration Agreement" or "MRA"

means the agreement of that name dated 1 June 1998, to which TPLS is required to be a party pursuant to its electricity supply licence and that regulates matters including:

- (a) terms for the provision of metering point administration services;
- (b) provisions and procedures in relation to changes of electricity suppliers in respect of any premises,

as amended from time to time;

"Material Change"

means a change to TPLS's systems or processes which is of such a type or magnitude as to raise the reasonable expectation of an impact on TPLS's ability to meet its obligations under the Codes;

"Metering Equipment"

means CVA Metering Equipment and/or SVA Metering Equipment as defined in the BSC;

"Metering Point"

means the point, determined according to the principles and guidance as set out in Schedule 9 of the MRA, at which a supply to or from a Distribution System and/or the Transmission System, where relevant:

- (a) is or is intended to be measured; or
- (b) where Metering Equipment has been removed, was or was intended to be measured,

where in each case such measurement is for the purposes of ascertaining the electricity supplier's settlement liabilities under the BSC;

"Metering Services"

means those services expected to be provided by a Meter Operator under the BSC, including, but not limited to:

- (a) the installation, testing, commissioning, repair, maintenance, and operation of Metering Equipment; and
- (b) the maintenance of related technical information;

"Metering Service Contracts"

means the contracts entered into between the Meter Operator and TPLS governing the performance of the Metering Services;

"Meter Operator"

means a company appointed by TPLS in accordance with the BSC, that is responsible for providing the Metering Services;

"MPAN"

means the Metering Point Administration Number which provides a unique number for a Metering Point;

"MPAS" or "Metering Point Administration Service"

means the service established, maintained and operated, or provided as the case may be, by each Distribution Business, pursuant to condition 18 of the electricity distribution licence and in accordance with the terms of the Master Registration Agreement;

"MPAS Provider"

means a Distribution Business party acting in the capacity of provider of MPAS for Metering Points in its Distribution Network;

"MRASCo"

means the Master Registration Agreement Service Company which administers the MRA;

"National Terms of Connection"

means the agreement entered into by the Customers by way of incorporation into the Customer Terms, which sets out the terms and conditions under which a DNO delivers electricity to, or accepts electricity from, premises;

"Operating Protocol"

has the meaning given to it in **clause 7.11.2**. The Operating Protocol as at the date of signature of this Agreement is set out in Schedule 5 (Operating Protocol);

"Output Forecast"

means the Generation Output and, to the extent reasonably practicable, the Export Output, forecasted by LL in accordance with **Schedule 2** (Reporting);

"Performance Assurance Board"

means the body, appointed by the BSC Panel to deliver the Performance Assurance Framework, pursuant to the Panel's responsibilities under the BSC;

"Performance Assurance Framework"

means the body for assurance techniques used to address settlement risks, as developed by the Performance Assurance Board;

"Planned Maintenance"

means the planned Facility maintenance, notified by LL to TPLS in accordance with **Part 2 of Schedule 2** (Reporting);

"Point of Export"

means the point at which the Export Metering Equipment connects to the Local Distribution Network;

"Prescribed Rate"

means 3% (three percent) above the base rate from time to time of the Bank of England, or such other rate as may from time to time be agreed between the Parties;

"Qualifying Change in Law"

means, in respect of the Services, any one or more of the following events:

- (a) any change to the Codes or the SLCs which impact on the performance of the Core Services; and
- (b) any Change in Law which specifically refers to the provision of services that are the same or similar to the Core Services;
- (c) any Change in Law which imposes a new or modified obligation on TPLS or LL as a result of, or in connection with, the performance of the Core Services;

"Registrant"

has the meaning given to it in the BSC;

"Relevant Authority"

means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;

"Renewables Obligation"

The buy-out price as defined in part 8 of the Renewables Obligation Order 2009 as it may be amended from time to time. "Renewable Obligation Certificate" or "ROCs"

means a renewables obligation certificate issued by the Authority as evidence that a MWh of electricity has been generated by a qualifying, accredited, renewable generator of the purpose of the Renewable Obligation Order 2009 (as amended);

"Residual Cashflow Reallocation Cashflow" or "RCRC"

has the meaning given to it in the BSC;

"Senior Officer"

has the meaning given to it in **clause 22.2.2** (or any substitute nominated in accordance with **clause 22.2.3**);

"Services"

means those services set out in **clauses 6.3 to 6.12** (inclusive);

"Services Specification"

means the Services specifications detailed in **Schedule 4** (Services);

“Settlement Period”

means the half hour trading period for electricity as defined in the BSC. Each day is split into 48 Settlement Period units (unless it is a day where the clocks change, which has either 46 or 50 half hours);

"SLC"

means a standard licence condition of the electricity supply licence granted or treated as granted to TPLS under section 6 of the Act, as amended from time to time;

"Supply Licence"

means a licence to supply electricity under section 6(1)(d) of the Act;

“System Sell Price

means as defined in the BSC

"Target Services Commencement Date"

means 1st January 2018;

“Term”

means as defined in clause 4.1;

"Termination Date"

means the date of early termination of this Agreement in accordance with its terms;

"TPLS Agents"

means any of, or any number of, the Meter Operator, Data Collector and Data Aggregator, as the context requires;

“TPLS Break Date”

has the meaning given to it in clause **Error! Reference source not found.**;

"TPLS Break Notice"

means written notice to LL of a formal decision by TPLS that it intends to cease providing the Services;

"TPLS Default"

means any one or more of the following events:

- (a) a material breach by TPLS of the terms of this Agreement;
- (b) a breach by TPLS of the Codes to the extent that either:
 - (i) performance under this Agreement is impaired; or
 - (ii) LL could be deemed, or is held to be, as a direct result of TPLS's breach, to be in breach of its electricity supply licence;

- (c) a court makes an order that TPLS be wound up or a resolution for a voluntary winding up of the Contractor is passed;
- (d) any receiver or manager in respect of TPLS is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge;
- (e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of TPLS;
- (f) an administration order is made or an administrator is appointed in respect of TPLS;
- (g) Authority enforcement proceedings have commenced, or are due to commence, against TPLS for breach of TPLS's electricity supply licence and/or the Codes which are of such nature that LL reasonably believes TPLS's licence may be revoked;
- (h) TPLS's electricity supply licence is revoked by the Authority;
- (i) TPLS ceasing to carry on its business as an electricity supplier or a substantial part thereof;

"Transmission Network Use of System charges" or "TNUoS"

means charges levied by National Grid Company plc in respect of use of the electricity transmission systems in Great Britain;

"Transmission Operator"

means National Grid, which manages the operations of the electricity transmission systems in Great Britain;

"TRIAD"

means the three settlement periods of highest transmission system demand within a Financial Year, namely the half hour settlement period of system peak demand and the two half hour settlement periods of next highest demand, which are separated from the system peak demand and from each other by at least 10 Clear Days, between November and February of the financial year inclusive;

"TRIAD Benefits"

means the avoided charges in respect of use of the transmission system as a result of export by a distribution connected generator during the times set by the TRIAD;

"Use of System Agreement"

means an agreement between TPLS (for LL) and a DNO for the use of the DNO's Distribution System.

“VAT” or “Value Added Tax”

has the meaning given to that term in the Value Added Tax Act 1994 as such term may have been amended or varied from time to time including by HMRC Statutory Instruments, HMRC Extra Statutory Concessions or Notices issued by HMRC which have the effect of law and are in respect of VAT;

"Verification"

has the meaning given to it in **clause 11.3** (Payment).

2. INTERPRETATION

- 2.1 In this Agreement, except to the extent that the context otherwise requires:
- 2.1.1 reference in the singular shall include references in the plural (and vice versa) and words denoting natural persons shall include corporations and any legal entity (and vice versa);
 - 2.1.2 the words and phrases "**other**", "**including**" and "**in particular**" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;
 - 2.1.3 references to a particular clause or schedule are references to that clause of, or schedule to, this Agreement;
 - 2.1.4 any reference to "**this Agreement**" or to any other agreement or document (including an Industry Agreement or Licence (as the case may be)) is a reference to it as amended, supplemented, novated or superseded from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into, made or given pursuant to or in accordance with any terms of it;
 - 2.1.5 references to any legislation, statute, statutory instrument, regulation or order (or any provision thereof) shall include:
 - (a) any subordinate legislation made under it;
 - (b) any provision which it has modified or re-enacted; and
 - (c) any provision which subsequently supersedes it, supplements it, or re-enacts it (with or without modification);
 - 2.1.6 the headings are inserted for convenience only and are to be ignored for the purposes of construction; and
 - 2.1.7 reference to "TPLS" or to "LL" shall include reference to their respective successors, reference to the respective persons to whom they transfer this Agreement in accordance with its provisions, and (to the extent commensurate with such transfer) reference to the respective persons to whom they assign, sub-contract or otherwise transfer their rights and/or obligations under this Agreement in accordance with its terms.

3. GENERAL

3.1 TPLS and LL warranties

Each of TPLS and LL warrant that as at the date of this Agreement:

- 3.1.1 it is properly constituted and incorporated under the laws of England and Wales and has the relevant powers to own its assets and to carry on its activities as they are now being conducted;
- 3.1.2 the execution, delivery and performance by it of this Agreement and the obligations contained herein does not contravene any provision of:
 - (a) any existing Legislation either in force, or enacted but not yet in force and binding on the Party;
 - (b) any relevant Memorandum and Articles of Association, or constitution;
 - (c) any order or decree of any court or arbitrator which is binding on the Party; or
 - (d) any obligation which is binding upon the Party or upon any of its assets or revenues;
- 3.1.3 save as disclosed to the other Party, no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Party, pending or threatened against it or any of its assets which will have a material adverse effect on the ability of the Party to perform its obligations under this Agreement;
- 3.1.4 it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Party to perform its obligations under this Agreement; and
- 3.1.5 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Party, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues,

and each Party relies upon such warranties and representations of the other.

3.2 TPLS and LL undertakings

Each Party undertakes with the other that for so long as this Agreement remains in force:

- 3.2.1 it will upon becoming aware that any litigation, arbitration, administrative or adjudication or mediation proceedings related to the Services before or of any court, arbitrator or Relevant Authority may be threatened or pending and immediately after the commencement thereof (or within 20 Business Days of becoming aware that the same may be threatened or pending), give the other Party notice of all such litigation, arbitration, administrative or adjudication or mediation proceedings which would adversely affect, to an extent which is material in the context of this Agreement, the Party's ability to perform its

obligations under this Agreement and shall, for so long as such proceedings subsist, keep the other reasonably informed of the same;

- 3.2.2 it will not without the prior written consent of the other Party (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend or otherwise dispose of (other than by way of security) its rights under and to this Agreement or any assets solely or mainly used for the purposes of this Agreement which would materially affect the ability of the Party to perform its obligations under this Agreement;
- 3.2.3 it will not undertake the performance of its obligations under this Agreement otherwise than through itself or (as relevant) a TPLS Agent or such party as LL may novate or sub-contract this Agreement to in accordance with **clause 13**; and
- 3.2.4 it shall not cease its business of electricity supply.

3.3 **TPLS warranties and undertakings**

TPLS warrants and undertakes with LL that for so long as this Agreement remains in force:

- 3.3.1 it has in place and will maintain adequate resources and competent staff to undertake the Services required of it under this Agreement;
- 3.3.2 it has in place and will maintain the necessary authorisations and accreditations necessary for the performance of the Services;
- 3.3.3 it is and will remain a signatory to the Codes;
- 3.3.4 it will perform all reporting and auditing required of it in respect of:
 - (a) the Codes;
 - (b) the Performance Assurance Frameworkand in accordance with any applicable Operating Protocol

3.4 **Conditions precedent to supply & Services Commencement Date**

- 3.4.1 Only the provisions of clauses 1 (Definitions), 2 (Interpretation), 3 (Conditions Precedent and Services Commencement Date), 17 (Limits on liability), 21 (Confidentiality), 22 (Dispute Resolution), 23 (Entire Agreement), 24 (Severability), 25 (Counterparts), 26 (Notices), 27 (Rights of Third Parties Exclusion) and 28 (Governing Law) shall come into effect on the date of this Agreement.
- 3.4.2 If, and from the date that, LL obtains a valid electricity supply licence issued by the Authority and is under a direction issued by the Authority pursuant to SLC 11.3 relieving it of its obligations under SLC 11.2, TPLS shall use reasonable endeavours and acting in good faith to facilitate the registration of the Export Metering Equipment identified in Schedule 3 and the Import Metering Equipment identified in Schedule 6 and do such other things that are within its reasonable control and that are required and provided for under this Agreement to enable supply of electricity, as contemplated in this Agreement, to the

Customers identified in Schedule 6 and for such supply to commence on the Target Services Commencement Date.

3.4.3 Subject to clauses 3.4.1, 3.4.2 and 3.4.4, the remaining provisions of this Agreement shall only come into effect on the Actual Services Commencement Date, which shall occur on the date that both of the following conditions precedent have been satisfied:

- (a) LL obtains a valid electricity supply licence issued by the Authority and is under a direction issued by the Authority pursuant to SLC 11.3 relieving it of its obligations under SLC 11.2; and
- (b) any of the Metering Points listed in Schedule 6 (Import Metering Equipment) have been registered in TPLS's name; and
- (c) LL provides at least 12 months of historic metering data on a half hour Settlement Period basis in respect of all of the Import Metering Equipment of Customers and all of the Facilities of the Generators,

(each a "**Condition Precedent to Supply**" and, together, the "**Conditions Precedent to Supply**"). The price for the Export Output shall be the Index Price (as adjusted in accordance with Schedule 1) with effect from the first day of a Month that is at least 14 (fourteen) days after the date that the Conditions Precedent to Supply have been achieved.

3.4.4 Subject to clauses 3.4.1 to 3.4.3 above, where the abovementioned Conditions Precedent to Supply have not been satisfied by 31 March 2018:

- (a) if any of the Export Metering Equipment identified in Schedule 3 has been registered or shall become registered in TPLS's name before 1st January 2019, then until the earlier of:
 - (i) such time as the Conditions Precedent to Supply are satisfied; and
 - (ii) 1st January 2019,

TPLS shall purchase and pay LL for all Export Output at System Sell Prices plus/minus the Export Charges (as applicable) and such provisions of this Agreement as are necessary to give effect to such purchase and payment shall come into effect;

- (b) otherwise, this Agreement shall automatically terminate without liability to either Party.

4. **3.4.5 IT IS ACKNOWLEDGED BY BOTH PARTIES THAT AT THE DATE OF THIS AGREEMENT THE TPLS HAS AN OUTSTANDING QUESTION WITH THE AUTHORITY REGARDING THE PAYMENT OF CHARGES RELATED TO THE RENEWABLE OBLIGATION AND THE FEED IN TARIFF. IF UPON RECEIPT OF A DECISION BY THE AUTHORITY, THEY RULE THAT THE TPLS WILL BE LIABLE TO PAY THE CHARGES ASSOCIATED WITH RENEWABLES OBLIGATION AND/OR FEED IN TARIFF THEN THE LL AGREES THAT THE**

TPLS CAN INCLUDE THESE AS ADDITIONAL PASS THROUGH CHARGES UNDER THE AGREEMENT. COMMENCEMENT AND DURATION

4.1 Term

TPLS shall provide the Services from the Actual Services Commencement Date until the earlier of the Expiry Date or termination in accordance with this Agreement (the “**Term**”).

4.2 Renewing the Term

4.2.1 No earlier than 6 months prior to the Expiry Date, LL shall have the option to give written notice to TPLS of its desire to renew the Term.

4.2.2 Within 28 days of receipt of written notice in accordance with **clause 4.2.1**, TPLS shall provide to LL, terms upon which TPLS would be willing to renew the Term.

4.3 Post expiry or termination

4.3.1 Where this Agreement expires or terminates and a Metering Point remains registered in TPLS’s name then TPLS shall continue to supply that Metering Point as a licensed electricity supplier and (i) in respect of Import Metering Equipment the owner/occupier of the relevant premises shall be TPLS’s deemed customer (and shall pay TPLS’ deemed rate) and (ii) in respect of Export Metering Equipment TPLS shall be the deemed offtaker of the metered output of the Facility (and TPLS shall pay 90% of System Sell Price).

5. PARTIES TO CO-OPERATE

- 5.1 TPLS and LL shall at all times act reasonably and in good faith and shall co-operate in order to bring effect to the terms of this Agreement. The Parties each acknowledge and agree that LL may wish eventually to be able to provide more of the services that would normally be expected of a fully licensed supplier and, so, TPLS shall provide such reasonable support, education and training to LL from time-to-time in order for this aim to be achieved.
- 5.2 TPLS warrants that:
- 5.2.1 the Customers are LL's Customers and TPLS has no right, interest, title or ownership in respect of the Customer accounts;
 - 5.2.2 it shall not directly or indirectly exploit any Customer data obtained in consequence of this Agreement to target, to solicit or entice away (or attempt to solicit or entice away) from LL any of LL's Customers (but, for the avoidance of doubt, this **clause** 5.2.2 is not intended to preclude TPLS from including any of LL's Customers in any generic marketing campaign directed towards a class or classes of customers in which LL's Customers do not constitute a material proportion);
 - 5.2.3 in respect of the Export Output delivered at the Point of Export, the TPLS shall ensure that an equivalent volume of electricity is supplied to Customers at the point of supply to the Customers;
 - 5.2.4 where Customer Consumption exceeds the Export Output, the TPLS shall ensure that the difference is supplied to Customers;
 - 5.2.5 unless TPLS (or its Affiliate) has installed Export Metering Equipment, it has no right, interest, title or ownership in such Export Metering Equipment.
- 5.3 The Parties acknowledge and agree that, as at the date of this Agreement, LL is unable to perform, and under a licence derogation is excused from performing, the Core Services, which shall be provided by TPLS in accordance with the terms of this Agreement. The Parties shall comply at all times with the Competition Act 1998 and the provisions of Schedule 8 (Competition Do's and Don'ts). For the avoidance of doubt, the Parties:
- 5.3.1 shall share information relating to electricity volumes but only to the minimum extent necessary to give effect to this Agreement; and
 - 5.3.2 shall not share any customer pricing information nor any other commercially sensitive information relating to pricing, operating models or financial models.
- 5.4 The Parties acknowledge and agree that TPLS is contracting with LL as an independent contractor of LL and this Agreement does not, and it is not the intention of the Parties that it should, create an agency relationship between LL and TPLS either:
- 5.4.1 with TPLS as principal and LL as agent in respect of Customers; or

5.4.2 with TPLS as agent and LL as principal in respect of the Codes or Industry Documents.

6. TPLS OBLIGATIONS

6.1 Standard of performing the Services

6.1.1 TPLS shall perform, or procure the performance of the Services:

- (a) in accordance with **Schedules 4** (Services) **and 5** (Operating Protocol); and
- (b) in compliance with all applicable Laws and regulations, including the Codes and TPLS's electricity supply licence.

6.1.2 TPLS shall notify LL, as soon as reasonably practicable, of any breach by TPLS of applicable Laws, regulations or the Codes or its electricity supply licence.

6.2 Provision of information and duty to co-operate

TPLS shall:

6.2.1 provide to LL in a timely manner all information regarding Customers and Customer Data, obtained by TPLS and/or the TPLS Agents, in the performance of the Services, including all information notified by LL to TPLS as required in relation to LL's operation of its licensed supply business, to LL in a timely manner; and

6.2.2 co-operate with LL to enable the fulfilment of LL's obligations regarding SLC 11.2 and 11.3 of its electricity supply licence and LL's obligations to its Customers under its Customer Terms.

6.3 Code compliance

6.3.1 TPLS shall (in accordance with the terms on which the Authority waives LL responsibility for compliance with SLC 11.2 obligations under SLC 11.3) enter into (as appropriate) and comply with the Codes and any other codes as may be required to bring effect to this Agreement and, in respect of the activities of LL carried out in accordance with this Agreement, TPLS acknowledges that it shall be responsible for compliance with the Codes.

6.3.2 Nothing in this Agreement shall operate to require TPLS to do anything that would put it in breach of the Codes and/or the BSC Framework Agreement.

6.3.3 Any provision of this Agreement (as amended by agreement of the Parties from time to time) that:

- (a) is inconsistent with the Codes and/or the BSC Framework Agreement; or
- (b) would, but for **clause 6.3.2**, require TPLS to do something that would put it in breach of the Codes and/or the BSC Framework Agreement,

shall be treated as a Qualifying Change in Law.

6.4 **Registration**

TPLS shall:

- 6.4.1 procure the registration of the MPAN numbers of any new Metering Points in TPLS's name;
 - 6.4.2 ensure that TPLS's systems are capable of differentiating LL's Customer Data by way of a unique market participant ID;
 - 6.4.3 provide details of the confirmation of registration of any new Metering Point from the MPAS Provider to LL within 3 (three) Business Days of receiving the confirmation.
- 6.5 In the event of a distribution system failure or any other system failure which could impact on the performance of the obligations under **clauses** 6.1 to 6.4, TPLS shall notify LL as soon as reasonably practical.

6.6 **Arranging a Use of System Agreement**

- 6.6.1 TPLS shall arrange a Use of System Agreement with the relevant DNO(s) in order to bring effect to this Agreement, such obligation including, where applicable:
 - (a) informing the DNO(s) of the intention to register Metering Points and confirming that TPLS is a direct party to the Codes;
 - (b) confirming with the DNO(s) that all necessary Metering Equipment has been installed and that a qualified Meter Operator, Data Collector and Data Aggregator have been appointed in relation to LL's Metering Points;
 - (c) if necessary, and in accordance with the CUSC, confirming with the DNO(s) that notice of any new Connection(s) has been provided to the Transmission Operator.
- 6.6.2 For the avoidance of doubt, any failure to comply with **clause** 6.1 shall not be a breach of this Agreement, in the event that such failure and the extent of such failure, is directly attributable to a failure of the Distribution Network Operator or the Transmission Operator.
- 6.6.3 TPLS shall notify LL as soon as reasonably practicable in the event of any event or circumstance that may impact upon the ability of TPLS to fulfil its obligations under **clause** 6.1.

6.7 **Compliance with GLA Policies**

- 6.7.1 Each of the Parties agrees to comply with its respective obligations as set out in Schedule 7 (GLA Policies).

6.8 **ROCs and REGOs**

- 6.8.1 Neither Party shall be obliged to transfer, sell, purchase or otherwise dispose of Renewable Obligation Certificates nor Renewable Energy (Guarantee of Origin) Certificates under this Agreement.

6.9 **Feed In Tariff**

- 6.9.1 The Parties acknowledge and agree that:
- (a) some or all of the Generators may be FIT Eligible Generators and that TPLS is obliged under its Supply Licence to pay the FIT Export Rate to FIT Eligible Generators if those FIT Eligible Generators request from time-to-time;
 - (b) the Generators are under contract in respect of their output to LL; and
 - (c) TPLS shall not seek to entice any of the Generators to seek to enter into contract with it.
- 6.9.2 Where TPLS receives a request from a Generator to be paid the FIT Export Rate and that TPLS enters into a separate power purchase agreement with that Generator ("**FIT PPA**") then TPLS shall notify LL as soon as reasonably practical the identity of the relevant Generator.
- 6.9.3 If TPLS enters into a FIT PPA, TPLS shall notify LL as soon as reasonably practicable of the date that the FIT PPA shall take effect (the "**FIT PPA Effective Date**").
- 6.9.4 With effect from the FIT PPA Effective Date, the Export Output shall be reduced by a volume equal to the volume that would have been generated by the relevant Generator and that Generator's relevant Facility(ies) shall no longer be deemed a Facility(ies) (and, where this relates to all of the Generator's Facilities, the Generator shall no longer be deemed a Generator) for the purposes of this Agreement.
- 6.9.5 Without prejudice to any rights that LL may have against the Generator in respect of any breach of any contract between LL and the Generator or against TPLS for any breach by TPLS of clause 6.9.1(c), neither TPLS nor LL shall hold the other Party liable in respect of a reduction of the Export Output and the removal of the relevant Generator and its Facility from this Agreement.

7. METERING

- 7.1 LL shall use reasonable endeavours to procure that TPLS (or a nominated Affiliate of TPLS) is always nominated as:
- 7.1.1 Metering Agent in respect of each Customer
 - 7.1.2 Export Meter Operator in respect of each Generator
- and TPLS shall (or shall procure that its nominated Affiliate shall) enter in to such agreements with those Customers/Generators.
- 7.2 Where LL is unable to procure that TPLS (or its nominated Affiliate) is nominated as Metering Agent (in respect of a Customer) or Export Meter Operator (in respect of a Generator):
- 7.2.1 LL shall use reasonable endeavours to ensure that TPLS (or its nominated Affiliate) is so nominated as soon as reasonably practice; and

- 7.2.2 LL shall use reasonable endeavours to procure that the Customer and/or Generator, as applicable, provides written details of the nominated Metering Agent and/or Meter Operator;
- 7.2.3 LL shall use reasonable endeavours to procure that each Customer/Generator does not nominate more than one Metering Agent/Meter Operator (as applicable); and
- 7.2.4 LL shall reimburse TPLS for any losses that TPLS has incurred as a direct result of TPLS not having been told that the Customer/Generator has nominated another Metering Agent/Meter Operator or the Customer/Generator not having entered into an agreement with the third party Metering Agent/Meter Operator.
- 7.3 The Parties acknowledge that where the Export Meter Operator, Metering Agent, Meter Operator, Distributor or Data Aggregator is TPLS (or its nominated Affiliate) then TPLS shall be liable to the relevant Customer or Generator (as applicable) in accordance with the relevant contract between them provides for.
- 7.4 The Data Aggregator and Data Collector shall always be nominated by TPLS and LL shall procure that each Customer agrees to this nomination on or before the start of a Customer Agreement.
- 7.5 LL shall procure that the Customer Terms shall always include metering provisions that are materially the same as those metering provisions set out in TPLS' "npower Conditions of Supply April 2017" (subject to such modifications as the parties may from time-to-time agree) provided that, in respect of the initial Customer identified in Schedule 6 (Import Metering Equipment), the parties acknowledge and agree that the initial Customer Terms are based on TPLS' "npower Conditions of Supply September 2015)".
- 7.6 **Export Meter Operator Appointment**
- 7.6.1 Details of Export Metering Equipment in respect of each Facility shall be provided by LL or TPLS, as specified in **Schedule 1** (Calculation of Payments).
- 7.6.2 Where TPLS is not, and has not appointed, the Export Meter Operator, LL shall:
- (a) procure that each of the Generator(s) nominates and instructs an Export Meter Operator, in accordance with the BSC, to install the Export Metering Equipment;
 - (b) provide details of the Export Meter Operator's confirmation of the Export Metering Equipment installation to TPLS, together with Export Metering Equipment and Point of Export details.
- 7.6.3 Where TPLS is, or has appointed, the Export Meter Operator, TPLS shall provide details of the Export Meter Operator's confirmation of the Export Metering Equipment installation to LL, together with Export Metering Equipment and Point of Export details.

7.6.4 Where the Export Meter Operator is an Affiliate of TPLS but is not TPLS itself, TPLS shall use all reasonable endeavours to procure that the Export Meter Operator enters into a form of direct agreement with LL:

- (a) providing a direct right of action to LL against the Export Meter Operator in respect of losses suffered by LL, attributable to any act or omission of the Export Meter Operator, but subject always to the limitations of liability applicable to the Export Meter Operator incorporated into the Codes or the Export Meter Operator agreement; and
- (b) providing a right to enforce the provision to LL of all information required by LL in connection with its generation business, over which the Export Meter Operator has control.

7.6.5 Where the Export Meter Operator is appointed by TPLS, LL shall ensure that any consents required in respect of the appointment of the Export Meter Operator are not unreasonably withheld or delayed.

7.7 **Export Metering Equipment**

7.7.1 TPLS (where TPLS or its Affiliate is the Export Meter Operator) or LL (where a third party is the Export Meter Operator) shall, in respect of the Export Metering Equipment:

- (a) maintain and inspect or procure the maintenance and inspection of the Export Metering Equipment to enable the Export Output to be accurately measured;
- (b) make available to the other all relevant information held by it at any time relating to the Export Output in accordance with **Schedule 2** (Reporting);
- (c) enable the other or the Export Meter Operator (and the authorised representatives of either of them) access at all reasonable times to the Facility and Export Metering Equipment as may be necessary in order for TPLS or the Export Meter Operator to check the Export Output from time to time, subject to TPLS (where TPLS or its Affiliate is the Export Meter Operator) being liable to indemnify LL for any reasonable losses, costs or claims resulting from any activities of TPLS or its representatives under this **clause 7.7.1(c)**.

7.8 **Data Collector and Data Aggregator Appointment**

7.8.1 TPLS shall:

- (a) with respect to the Export Metering Equipment and in accordance with the Industry Documents, appoint a Data Collector and a Data Aggregator (subject to the approval of LL);
- (b) ensure that the Data Aggregator, Data Collector and the Export Meter Operator (where TPLS or its Affiliate is the Export Meter Operator):

- (i) are accredited pursuant to the BSC;
- (ii) comply with all relevant codes of practice and regulations governing their activities;
- (iii) act in accordance with the Standards of a Reasonable and Prudent Operator.

7.9 Accuracy of the Export Output

7.9.1 The Export Output shall be measured by the Export Metering Equipment, which shall be provided, installed and maintained in accordance with **clause 7.7** (Export Metering Equipment). Unless the accuracy of the Export Metering Equipment is disputed by notice in writing given by either Party to the other, the Export Metering Equipment shall be deemed to be accurate. If a dispute notice is given, the Export Metering Equipment shall, as soon as practicable, be examined in accordance with the Act.

7.9.2 If on examination in accordance with **clause 7.7.1**:

- (a) the inaccuracy of the registration of the Export Metering Equipment or of any demand indicator, in either case at normal loads exceeds statutory limits (or such tolerances as may be agreed in an Operating Protocol), suitable adjustment shall be made in the invoice rendered by the Parties and the Export Metering Equipment shall be recalibrated or replaced and the cost of such test and recalibration shall be paid by the relevant Party appointing the Meter Operator under **clause 7.6** (Export Meter Operator Appointment) to be recovered from the Export Meter Operator;
- (b) the Export Metering Equipment is accurate within the limits set out in **clause 7.9.2(a)** the Export Metering Equipment shall be deemed to be accurate and the cost of moving, testing and replacing the Export Metering Equipment or any part thereof shall be paid by the Party which issued the dispute notice.

7.10 Meter Failure

Neither Party shall be liable for the other Party's costs or losses arising from Export Metering Equipment failure where such failure is not directly or indirectly attributable to LL, TPLS, the Export Meter Operator, the Data Collector or the Data Aggregator.

7.11 Operational Protocols

7.11.1 Acknowledging that it will assist co-ordination and the efficient operation of this Agreement to develop detailed operating protocols, the Parties shall comply with any Operating Protocol agreed or deemed agreed, including any modification thereof agreed or deemed agreed, pursuant to **clause 7.11.2**.

7.11.2 The Parties shall agree operating protocols in accordance with this **clause 7.11.2** ("**Operating Protocol**"):

- (a) either Party may propose an Operating Protocol;

- (b) within 10 (ten) Business Days of receipt of a proposed Operating Protocol, the receiving Party shall, acting reasonably, either:
 - (i) accept the Operating Protocol;
 - (ii) reject the Operating Protocol, giving reasons;
- (c) if the receiving Party accepts the proposed Operating Protocol, then it shall be binding on the Parties;
- (d) if the receiving Party rejects the proposed Operating Protocol, the proposing Party may modify and re-submit the Operating Protocol and **sub-clause 7.11.2(b)** shall apply;
- (e) if a proposed Operating Protocol is rejected twice, the proposing Party can refer the matter as a Dispute to be resolved in accordance with **clause 22** (Dispute Resolution) and the parties shall be deemed to have agreed with and shall comply with the Operating Protocol with such modifications as the Expert determines are required (or, if it cannot be determined, then it shall not be deemed agreed);
- (f) the terms of reference for developing any Operating Protocol or for the resolution of any Dispute relating to any Operating Protocol shall be that the Operating Protocol is intended to provide additional detail of operating procedures between the Parties but not otherwise to modify the balance of risk and reward as between them;
- (g) either Party may propose a modification of an agreed or deemed agreed Operating Protocol but not sooner than 6 (six) months from the date on which such Operating Protocol was agreed or deemed agreed or last modified in accordance with this clause;

7.11.3 For the avoidance of doubt:

- (a) the Parties anticipate a period of discussion and collaborate development of Operating Protocols prior to the formal submission and consideration of a proposed Operating Protocol pursuant to the **sub-clauses 7.11.2(a) to 7.11.2(g)** above; and
- (b) if the receiving Party reasonably believes that the proposed Operating Protocol constitutes a proposed and material Change to this Agreement, the provisions of **clause 15** (Variation) shall apply instead.

7.12 **Optional Services**

TPLS shall provide such of the Services detailed in **Schedule 4** (Services), including any additional, optional services as LL may request pursuant to **clause 15**.

8. LL OBLIGATIONS

8.1 Provision of information and duty to co-operate

8.1.1 LL shall:

- (a) provide all such information as is reasonably requested by TPLS in order to perform its obligations under this Agreement in a timely manner;
- (b) co-operate with TPLS to enable TPLS to comply with its obligations under this Agreement;
- (c) supply such consents required by TPLS to enable TPLS to promptly perform its duties, insofar as they relate to LL's supply business.

8.2 Code compliance

8.2.1 LL shall comply to the extent required by the Authority and notified in the grant of LL's electricity supply licence, with the Distribution Code and the Grid Code.

8.2.2 Nothing in this Agreement shall operate to require LL to do anything that would put it in breach of the Distribution Code or the Grid Code.

8.2.3 Any provision of this Agreement (as amended by agreement of the Parties from time to time) that:

- (a) is inconsistent with the Distribution Code or the Grid Code; or
- (b) would, but for **clause** 8.2.2, require LL to do something that would put it in breach of the Distribution Code or the Grid Code;

shall be treated as a Qualifying Change in Law.

8.3 Connection and initial arrangements

8.3.1 LL shall procure Customer Terms with Customers and such Customer Terms shall:

- (a) be developed in consultation with TPLS, insofar as TPLS's requirements relate to provisions in the Customer Terms that relate to TPLS performance under the Codes and shall incorporate or amend any relevant terms as so reasonably requested by TPLS during consultation;
- (b) incorporate on the National Terms of Connection, with wording presented in such a way as to create an effective contract between the DNO and the relevant Customer;

8.4 Installation of meters and energisation

8.4.1 LL shall:

- (a) provide TPLS with the dates on which electricity supply to Customers is due to start, as and when Customers sign up to receive such supply; and
- (b) ensure Customer Terms provide for TPLS Agents to access Customer properties and information regarding, and generated by, the Metering Points.

8.5 **Connection administration**

8.5.1 LL shall provide such notification to TPLS of any significant changes which may impact upon the Connections, including but not limited to:

- (a) any Customer installation of micro-generation equipment; and
- (b) any event, development, arrangement or plan that could reasonably be expected to impact either the volume or the profile of the Customer Consumption and/or the Export Output;

in either case, to the extent that such notification is required by TPLS to comply with the National Terms of Connection.

8.6 **Supplier transfer processes: LL obligations for new Customers**

8.6.1 LL shall:

- (a) provide such details to TPLS as TPLS reasonably requires, regarding any premises at which a new Customer's Metering Point is located; and
- (b) obtain meter reading data from a new Customer and provide such data to the Data Collector.

8.7 **Supplier transfer processes: LL obligations for exiting Customers**

8.7.1 LL shall:

- (a) in the event that there are reasonable grounds for raising an objection to a Customer changing supplier, provide TPLS with details of such objection; and
- (b) on the transfer of a Customer to a new supplier, accept the reading provided by TPLS detailing the electricity consumed up to the new supplier's start date and take such actions as are necessary to close the relevant Customer account.

8.8 **Export Output: LL obligations**

8.8.1 LL shall:

- (a) provide the Output Forecast to TPLS in accordance with **Schedule 2** (Reporting):
- (b) in the event of Facility failure or any other outage (which has not been notified to TPLS in accordance with **Schedule 2** (Reporting)), inform TPLS as soon as reasonably practical if it will not be able to procure delivery of electricity to the relevant Point of Export and will, therefore, require TPLS to provide electricity to meet the Customer Consumption demands.

8.9 **REMIT**

8.9.1 Each Party acknowledges that if, during the Term, the ability to generate energy in aggregate at the Facilities is equal to or greater than 10MW, the REMIT Regulation (EU) No 1227/2011 ("**REMIT Regulations**") and any subsequent implementing acts may apply.

8.9.2 LL shall be under an ongoing obligation to notify TPLS as soon as it becomes aware that the energy generated in aggregate across all Facilities is capable of reaching or exceeding 10MW at any time during the Term.

8.9.3 Where the REMIT Regulations apply, each of LL and TPLS shall comply with their respective obligations under the REMIT Regulations and in particular LL shall register as a "market participant" (as defined in the REMIT Regulations) with the Authority and shall comply with its individual reporting obligations, as a market participant, to the Authority under the REMIT Regulations.

8.9.4 Each Party shall provide such assistance to the other as the other may reasonably request (including the provision of information requested by the other) to enable the other to comply with its obligations under the REMIT Regulations. Each Party shall provide all information requested by the other in respect of REMIT Regulations compliance to the requesting Party promptly. Each Party shall be responsible for ensuring that all information provided by it to the other pursuant to this clause 8.9 (REMIT) is in all material respects accurate and complete. If either Party believes that the other has provided inaccurate or incomplete information or that the other has failed to provide requested information, that Party may request that the other provides such information or reviews the information it has previously provided in order to provide amended or completed information to the requesting Party within a reasonable time of receipt of notice from the requesting Party. Each Party acknowledges and accepts that the other may be required by a Competent Authority to pass certain information to that Competent Authority or to a third party and agrees to that Party doing so.

8.9.5 Each Party (the indemnifying Party) shall indemnify the other in respect of (i) all direct liabilities and direct costs (including reasonable administration costs), losses or expenses incurred by the other and (ii) any fines imposed by the Authority, or any other Competent Authority which the other incurs in the event that:

- (a) the indemnifying Party fails to comply with its obligations under the REMIT Regulations; or
 - (b) any information provided to it by the indemnifying Party (or on indemnifying Party's behalf) is incorrect, incomplete, insufficient or is not supplied or is not supplied promptly (where applicable).
- 8.9.6 Each Party's liability to the other under this Clause 8.9 shall be limited to a claim for direct losses for fraud, negligence or its breach of its obligations under this Clause 8.9.
- 8.9.7 Without prejudice to clause 8.9.5 above neither Party will be liable to the other Party for any indirect or consequential loss or damage, (whether in contract, delict/tort (including negligence) or otherwise) including any fines or penalties imposed by the Authority or any other Competent Authority on such other Party as a result of a breach of the market abuse prohibitions set out in the REMIT Regulations.

9. DEEMED CONTRACT ARRANGEMENTS

- 9.1 In the event that:
 - 9.1.1 a Customer vacates a premises and an incoming occupier does not notify LL, TPLS or an alternative electricity supplier of such occupation and use of electricity at the property; or
 - 9.1.2 electricity is supplied by LL to a premises otherwise than in the pursuant of a contract,

the occupier of such premises (or the owner if the premises are unoccupied) shall be deemed a Customer of LL's from the point in time LL began so to supply electricity.

10. CHANGES TO THE BALANCING AND SETTLEMENT CODE

- 10.1 If there are any changes to the BSC or any other rules and procedures of the Distribution Network Operator which either Party is required to comply with in order to trade or supply electricity and, as a result, either Party is unable to comply with one or more provisions of this Agreement, the Parties shall seek to agree the necessary amendments to this Agreement so that it can continue in force.
- 10.2 The costs arising from the change shall be allocated in such a manner as to ensure that neither Party is put in a position under this Agreement that is better or worse than the commercial position immediately preceding the change.
- 10.3 If the Parties fail to agree whether or not any such amendments are necessary, appropriate, or the extent of such amendments, either Party can refer the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).

11. PAYMENT

- 11.1 The Import Charges will be payable by LL to TPLS.
- 11.2 The Export Charges will be payable by TPLS to LL.
- 11.3 Within 21 (twenty one) Business Days of the end of each Month, TPLS shall verify the Export Output and the Customer Consumption for the relevant Month ("**Verification**") and prepare and submit a statement detailing the:
- 11.3.1 Export Output;
 - 11.3.2 the Customer Consumption;
 - 11.3.3 Management Fee;
 - 11.3.4 Import Charges (and the items referred to in Schedule 1 to calculate those charges); and
 - 11.3.5 Export Charges (and the items referred to in Schedule 1 to calculate those charges),
- for the relevant Month (the "**Verification Statement**").
- 11.4 TPLS shall provide an invoice for the Import Charges with the Verification Statement.
- 11.5 LL shall provide an invoice for the Export Charges once it has received the Verification Statement.
- 11.6 The Parties shall be entitled to set off Import Charges and Export Charges such that, where the Import Charges for a Month:
- 11.6.1 are greater than the Export Charges for the same Month, then a net payment (being Import Charges less Export Charges) is due from LL to TPLS in respect of that Month;
 - 11.6.2 are less than the Export Charges for the same Month, then a net payment (being Export Charges less Import Charges) is due from TPLS to LL in respect of that Month;
 - 11.6.3 are the same as the Export Charges for the same Month, then no net payment is due from either Party in respect of that Month.
- 11.7 A Party with a net payment obligation pursuant to clause 11.6 shall, within 10 days of the date of the relevant invoice, transfer by direct bank transfer to the account of the other as notified, the net payment due under such invoice in accordance with clause 11.6.
- 11.8 In the event that LL disputes any element of the Verification Statement (and accompanying invoice) it shall:
- (a) subject to the set-off provisions of clause 11.6, pay to TPLS any undisputed element (if any) of the Verification Statement (and accompanying invoice) in accordance with **clause 11.4**; and
 - (b) within 5 (five) Business Days of receipt of the Verification Statement provide TPLS with notice of its grounds for disputing the disputed

element(s) and be entitled to request reasonable evidence for the calculation of the disputed element(s).

- 11.9 TPLS shall, within 5 (five) Business Days of receiving notice under clause 11.8, provide such reasonable substantiation of the calculations as is requested by LL.
- 11.10 Within 30 (thirty) Business Days of receiving evidence from TPLS under **clause 11.9**:
- 11.10.1 where LL has disputed a sum payable by it pursuant to clause 11.4, LL shall either:
- (a) pay the undisputed elements of the sum payable; and
 - (b) pay the disputed elements of the Management Fee; or
 - (c) if LL considers that the evidence provided to it is insufficient or does not address its concerns regarding the amounts charged, refer the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution);
- 11.10.2 where LL has disputed a sum payable by TPLS pursuant to **clause 11.5**. TPLS shall:
- (a) pay the undisputed elements of the sum payable; and
 - (b) if TPLS disputes LL's proposed adjustments, either Party may refer the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).
- 11.11 In the event that any monies have been incorrectly paid by one Party to the other, that Party shall be entitled to recover:
- (a) the outstanding amount of any incorrect payment; and
 - (b) save where such incorrect payment is the result of error or omission by TPLS in the preparation of the Verification Statement:
 - (i) interest at the Prescribed Rate from the date on which the payment was incorrectly made; and
 - (ii) any reasonable costs incurred in the recovery of such incorrect payment.
- 11.12 Save where otherwise specifically provided, where any payment or sum of money due from one Party to the other, under any provision of this Agreement is not paid on the due date, it shall bear interest thereon at the Prescribed Rate calculated on a daily basis and compounded quarterly from the due date (whether before or after any judgment) until actual payment.
- 11.13 In discharging their obligations under this **clause 11**, the Parties shall comply with any relevant Operating Protocol agreed between them.
- 11.14 **Tax**
- 11.14.1 All sums expressed to be payable under this Agreement are exclusive of the applicable VAT) and the Parties agree that an amount equal to any applicable VAT chargeable on any payments made under this Agreement (including, but not limited to payments made in accordance with this Clause 11 (Payment) and Clause 19 (Termination)) will be payable in addition to those sums provided that this is accompanied by a valid VAT invoice in relation to that amount in accordance with the prevailing legislation and rules.

- 11.14.2 LL is responsible for:
- (a) determining the correct VAT treatment applicable to the sale of electricity to the Buyer under this Agreement and
 - (b) confirming whether or not it is registered for VAT at the Agreement Date and if so registered how the VAT on its supplies will be accounted for from that date; and
 - (c) where there is any change to the Seller's VAT registration or any aspect of how the VAT on the Metered Output will be accounted for during the Contract Term, the Seller shall provide notice of such change to the Buyer as soon as is reasonably practicable after the change occurs.

12. STAFF

- 12.1 For the avoidance of doubt, all staff employed by or on behalf of a Party (including, in respect of TPLS, the TPLS Agents) shall be the sole responsibility of that Party (including as to any remuneration including pension rights).
- 12.2 Each Party shall be liable for and shall indemnify and keep indemnified the other, against any and all claims and losses which the other may incur arising out of or in connection with any claim by a member of staff of the Party (or, in respect of TPLS, the TPLS Agents) or a third party claiming to be an employee or former employee of the Party (or, in respect of TPLS, the TPLS Agents) arising out of his/her employment or non-employment or engagement or non-engagement by the Party whether pursuant to the Transfer of Undertaking (Protection of Employment) Regulations 2006 (SI 2006/246) or otherwise.

13. NOVATION AND SUB-CONTRACTING

- 13.1 Subject to **clauses** 13.2 and 13.3 below and subject to the right to assign rights by way of security, neither Party shall assign or transfer to any person any of its rights or obligations in respect of this Agreement without the written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 13.2 TPLS may from time-to-time sub-contract or assign any of its obligations under this Agreement provided always that this shall not affect LL's rights under this Agreement as against TPLS. Where requested by LL, TPLS shall provide LL with information regarding its assignees and sub-contractors and the obligations being performed by them.
- 13.3 LL may novate its rights and obligations under this Agreement to a company which is:
- 13.3.1 wholly or majority owned and controlled by LL;
 - 13.3.2 technically competent to discharge the obligations of LL under this Agreement;

- 13.3.3 supported by a guarantee against its payment obligations from LL.
- 13.4 TPLS shall do all such things reasonably necessary to give effect to such novation, including entering into a novation agreement.
- 13.5 If there is a subsequent and material change in control over the novatee, TPLS shall have the right to terminate this agreement on giving not less than 10 (ten) Business Days' notice.

14. CHANGE IN LAW

14.1 Occurrence

- 14.1.1 TPLS shall take all steps necessary to ensure that the Services are performed in accordance with the terms of this Agreement following any Change in Law.

14.2 Qualifying Change in Law

- 14.2.1 If a Qualifying Change in Law occurs or is shortly to occur, either Party may notify the other to express an opinion on its likely effects, giving details of its opinion as to:

- (a) any necessary change in the Services;
- (b) whether any changes are required to the terms of this Agreement to deal with the Qualifying Change in Law;
- (c) whether relief from compliance with any obligation is required, including the obligation of the TPLS to meet the Service Specifications;
- (d) any change in cost of the Services that will result from the relevant Qualifying Change in Law, including evidence of how such change in costs is calculated;
- (e) any additional services that may need to be provided as a necessary consequence of the impact of the Qualifying Change in Law on the Services,

in each case giving, in full detail, the procedure for implementing the change in the Services and any necessary amendments to this Agreement. Responsibility for the costs of implementation shall be dealt with in accordance with **clause 14.3** (Parties to Discuss).

14.3 Parties to discuss

- 14.3.1 As soon as practicable after receipt of any notice from either Party under **clause 14.2** (Qualifying Change in Law), the Parties shall discuss and use reasonable endeavours to agree the issues referred to in **clause 14.2** (Qualifying Change in Law), any necessary amendments to this Agreement and any ways in which the Parties can mitigate the effect of the Qualifying Change in Law, including (but not limited to):

- (a) providing evidence that TPLS has used reasonable endeavours to minimise any increase in costs and maximise any reduction in costs;

- (b) demonstrating how any additional cost of Services is being measured in a cost effective manner; and
- (c) giving evidence as to how the Qualifying Change in Law has affected prices charged by any similar businesses providing services that are the same as or similar to the Services.

14.3.2 Where the Parties are not able to agree the issues referred to in **clause 14.2** (Qualifying Change in Law), any necessary amendments to this Agreement and/or any ways in which the Parties can mitigate the effect of the Qualifying Change in Law within 30 days of the date of the notice referred to in **clause 14.3.1** then either Party may refer the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).

15. VARIATIONS

15.1 In the event that LL wishes to add or remove Import Metering Equipment from the list of Import Metering Equipment or add or remove any Facility:

15.1.1 LL shall give TPLS not less than 28 (twenty eight) days' notice of such proposed change, from the start of the Month in which the addition will be effective from, or the end of the Month in which the deletion will be effective from

15.1.2 TPLS, acting reasonably and in good faith, shall within 10 (ten) Business Days' thereof, notify LL if it believes such change is a Change, giving reasons (otherwise it shall be deemed to accept that such change is not a Change);

15.1.3 if TPLS has notified LL in accordance with clause 15.1.2 that it believes the change to be a Change:

(a) LL may by notice served within 10 (ten) Business Days, reject TPLS's notice, whereupon the Parties shall seek to agree whether the change is a Change and, failing agreement, either Party may refer the Dispute to be resolved in accordance with clause 22 (Dispute Resolution);

(b) where LL accepts that the change is a Change, or from the date that the change is determined to be a Change pursuant to clause 22 (Dispute Resolution), the provisions of clauses 15.3 to 15.7 shall apply as if LL had served notice on TPLS of a Change in accordance with clause 15.2.

For the avoidance of doubt, where LL wishes to add a Facility to this Agreement then TPLS shall be entitled to refuse to add a Facility where:

(i) such proposed Facility has or would have capacity to export more than 10MW; or

(ii) the addition of the proposed Facility would materially increase either Party's risks under clause 8.9 (REMIT); or

(iii) the Facility does not have metering equipment that would allow Export Output to be measured on a half hour Settlement Period basis; or

(iv) the Facility is in any way linked and/or connected to a domestic premises; or

(v) the addition of the proposed Facility would increase the total number of Facilities and Import Metering Equipment to more than 25 (twenty five).

15.2 Subject to **clause 14** (Change in Law), LL shall:

15.2.1 notify TPLS as soon as reasonably practicable in the event of a proposed Change (whether the Change is a variation to any of the Services being provided or the addition of Services under **clause 7.12**);

- 15.2.2 provide such details of the Change as is necessary to enable TPLS to comply with **clause 15.3**, including:
 - (a) any necessary change in the Services; and
 - (b) whether any changes are required to the terms of this Agreement to deal with the Change.
- 15.3 On receipt of notification, TPLS shall within 10 (ten) Business Days, provide to LL proposals and estimates of changes required to the Agreement (if any), the Services and/or the Management Fees to deal with the Change (the "**TPLS Change Response**"), including but not limited to:
 - 15.3.1 an appropriate charging methodology; and/or
 - 15.3.2 proposed change to the existing methodology detailed in **Schedule 1** (Calculation of Payments).
- 15.4 On receipt of the TPLS Change Response, LL shall within 20 Business Days, either:
 - 15.4.1 accept the proposed changes required to the Agreement (if any), the Services and/or the Management Fees detailed in the TPLS Change Response; or
 - 15.4.2 reject the TPLS Change Response and request such additional information as LL reasonably requires to determine whether the TPLS Change Response is fair and reasonable in all the circumstances.
- 15.5 TPLS shall provide the information requested under **clause 15.4.2** within 20 Business Days of the request, whereupon LL may:
 - 15.5.1 accept the amended TPLS Change Response;
 - 15.5.2 reject the amended TPLS Change Response and withdraw the Change; or
 - 15.5.3 reject the amended TPLS Change Response and refer the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).
- 15.6 On LL's acceptance of the TPLS Change Response under **clause 15.4.1** or **clause 15.5.1**, if the Change relates to the Core Services, either Party may seek confirmation from the Authority that the agreed Change is acceptable for the purposes of the Parties' compliance with SLC 11.2, such confirmation to be obtained within 20 Business Days.
- 15.7 In the event that the Authority:
 - 15.7.1 deems that the Change is not acceptable for the purposes of the Parties' compliance with SLC 11.2, LL shall either withdraw the Change or modify its proposal for the Change and the provisions of this **clause 15** shall apply to the modified Change proposal;
 - 15.7.2 confirms that the Change is acceptable or, within 30 Business Days, has not responded, TPLS shall undertake such actions as are necessary to implement the required Change.

16. INDEMNITIES

- 16.1 Subject to **clauses** 16.3 and 17 (Limits on Liability), TPLS shall indemnify LL:
- 16.1.1 for any costs or penalties levied against LL, arising from LL's breach of its obligations under its electricity supply licence;
 - 16.1.2 for any Customer claims, subject to an equivalent cap on liabilities as TPLS may have in relation to its own customer claims;
 - 16.1.3 any direct loss of profits arising from the failure to provide data or the failure to provide accurate data to LL;
 - 16.1.4 for any third party claims;
 - 16.1.5 for any damage caused to LL's computer systems or software; and
 - 16.1.6 for any costs of retendering the provision of the Services in the event of termination in accordance with **clause** 19.1(Termination on TPLS Default),

to the extent that such liabilities and losses arise as a direct result of either: TPLS's breach of the terms of this Agreement; or, in relation to TPLS's Agents, in the event that TPLS has been unable to procure direct agreements pursuant to **clause** 7.6.4, breach of the terms of their appointment and/or service contracts in relation to the Customer(s). For the avoidance of doubt, the Parties acknowledge and agree that, where a Metering Agent has been appointed by a Customer or an Export Meter Operator has been appointed by a Generator, in respect of any such data and any liability that may arise from errors or delay in, or omission or other failure to collect such data, including breach of Codes or Industry Documents ("**LL MO Error**"), as between them LL may also be vicariously liable and, to the extent that an LL MO Error contributes to LL's losses claimed under this indemnity, TPLS's own liability to LL under this indemnity or any other provision of this Agreement may be proportionately reduced.

- 16.2 Subject to **clause** 16.3, LL shall indemnify TPLS for any costs or penalties levied against TPLS, arising directly from TPLS's breach of its obligations under the Codes to the extent that such liabilities and losses arise as a direct result of LL's breach of this Agreement and do not arise from any adherence to Customer Terms implemented in accordance with **clause** 7.5. For the avoidance of doubt, the Parties acknowledge and agree that, where TPLS (or its nominated Affiliate) or its appointee is responsible for metering or metered data collection or aggregation, in respect of any such data and any liability that may arise from errors or delay in, or omission or other failure to collect, such data, including any breach of any Codes or Industry Documents ("**TPLS Meter Error**"), as between them TPLS may also be vicariously liable and, to the extent that a TPLS Meter Error contributes to TPLS's losses claimed under this indemnity, LL's own liability to TPLS under this indemnity or any other provision of this Agreement may be proportionately reduced.
- 16.3 Each Party shall be under a duty to take reasonable steps to mitigate any losses or liabilities in respect of which it wishes to bring a claim under the indemnities in **clauses** 16.1 or 16.2, as applicable and its claim under the indemnity shall be

reduced to the extent its losses or liabilities are exacerbated by its own breach of this Agreement.

17. LIMITS ON LIABILITY

17.1 The liability of TPLS shall be limited to £100,000 (one hundred thousand pounds) for each and every claim, except for the following liabilities:

17.1.1 death or personal injury resulting from TPLS's negligence;

17.1.2 fraud or wilful misconduct on the part of TPLS and/or any of the TPLS Agents or sub-contractors;

17.1.3 any amount correctly due under **clause 11** (Payment);

17.1.4 any amount in respect of Mark to Market.

17.2 The liability of LL shall be limited to £100,000 (one hundred thousand pounds) for each and every claim and in the aggregate, except for the following liabilities:

17.2.1 death or personal injury resulting from LL's negligence;

17.2.2 fraud or wilful misconduct on the part of LL and/or any of its sub-contractors;

17.2.3 any amount correctly due under **clause 11** (Payment);

17.2.4 any amount in respect of Mark to Market.

18. FORCE MAJEURE

18.1 Obligations

To the extent that a Force Majeure Event occurs and either Party is prevented from carrying out obligations under this Agreement by that Force Majeure Event, despite all reasonable efforts to mitigate the impact:

18.1.1 neither Party shall be entitled to bring a claim for a breach of obligations under this Agreement; and

18.1.2 in the case of a Force Majeure Event that impacts on the ability of a Party (the "Affected Party") to carry out its obligations under this Agreement, the Affected Party shall not incur any liability to the other Party for any losses incurred by the other Party as a result of that Force Majeure Event.

18.2 Notification for Force Majeure

On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable and shall continue to update the other Party with any relevant development regarding the Force Majeure Event. The notification and updates shall include details of the Force Majeure Event, including evidence of its effect on TPLS and any action proposed to mitigate its effect.

18.3 **Consultation**

As soon as practicable following notification of a Force Majeure Event, the Parties shall consult with each other in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Parties' obligations under this Agreement.

18.4 **Unable to agree**

18.5 If no such terms are agreed on or before the date falling 30 (thirty) days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Agreement for a period of more than 30 days, then this Agreement may be terminated:

18.5.1 where the affected Party is TPLS, by LL by giving 30 (thirty) Business Days' written notice to TPLS; or

18.5.2 where the affected Party is LL, by TPLS by giving:

(a) 60 (sixty) Business Day's written notice to LL if the Force Majeure Event is affecting any of the Facilities; otherwise

(b) 30 (thirty) Business Days',
written notice to LL.

18.6 **Consequences of termination**

If this Agreement is terminated under **clause 18.4**, subject to **clause 19.8**(Payment on no-fault termination) and without prejudice to any accrued rights and obligations prior to the date of termination, neither Party shall be liable to the other for losses arising out of or in connection with the termination of this Agreement.

18.7 **Cessation of Force Majeure Event**

The TPLS shall notify LL as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement. Following such notification this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

19. **TERMINATION**

19.1 **Termination on TPLS Default (insolvency and licence revocation)**

In the case of any TPLS Default falling under **paragraphs (b)(ii)** (where LL is held to be in breach of its electricity supply licence), (c), (d), (e), (f), (g), or (h) of the definition of TPLS Default, LL shall be entitled to terminate this Agreement effective immediately upon service of written notice on TPLS.

19.2 **Termination on TPLS Default (curable defaults)**

19.2.1 In the case of any TPLS Default falling within **paragraphs** (a) or (b)(i) of the definition of TPLS Default, LL may serve notice on TPLS specifying the nature of the default and requiring that TPLS rectifies the default ("**TPLS Default Notice**").

19.2.2 If TPLS fails to rectify the TPLS Default within 30 (thirty) Business Days of Service of the TPLS Default Notice or such shorter period as may be reasonable in the circumstances and the relevant default is subsisting, LL shall be entitled to terminate this Agreement on giving written notice to TPLS, whereupon this Agreement shall terminate on such date as specified in the notice.

19.3 **Termination on LL Default (insolvency and licence revocation)**

19.3.1 In the case of any LL Default (falling under **paragraphs** (b), (c), (d), (e) or (g) of the definition of LL Default) TPLS shall be entitled to terminate this Agreement, effective immediately on service of written notice on LL (the "**LL Termination Notice**").

19.4 **Termination on LL Default (curable defaults)**

19.4.1 In the case of any LL Default falling within **paragraphs** (a) or (f) of the definition of LL Default, TPLS may serve written notice on LL specifying the nature of the default and requiring that LL rectifies the default ("**LL Default Notice**").

19.4.2 If LL fails to rectify the LL Default within 30 (thirty) Business Days of the LL Default Notice and the event of Default is subsisting, TPLS shall, subject to **clause** 19.4.3, be entitled to terminate this Agreement on giving not less than 15 (fifteen) Business Days' written notice to LL.

19.4.3 Notwithstanding a subsisting event of LL Default, TPLS shall have no right to terminate this Agreement pursuant to **clause** 19.4.2 provided that LL has, within the cure period allowed under **clause** 19.4.2:

- (a) remedied any breach by it of **clause** 11 (Payment); or
- (b) whilst the breach subsists, being a breach capable of being compensated through the provision of security, either:
 - (i) assigned to TPLS by way of security, its rights to the revenue obtained from Customers; or
 - (ii) provided TPLS such other form of security or increased any existing security (including any security granted to TPLS under this Agreement) up to an amount agreed with TPLS in writing,

provided that, where LL has provided or increased security pursuant to **sub-clause** 19.4.3(b) above, TPLS shall be entitled to terminate this Agreement in accordance with **clause** 19.4.2 if the breach is subsisting 3 (three) months after the provision of or increase in the security. The operation of this **clause** 19.4.3 shall be without prejudice to any claim that TPLS may have under this Agreement for damages in respect of the relevant event of LL Default.

19.4.4 Following the provision of security pursuant to **clause** 19.4.319.4.3(b) once the event of LL Default is rectified or ceases, TPLS shall (as applicable) re-assign back

to LL the rights to revenue referred to in **clause 19.4.3(b)(i)** or release back to LL the security referred to in **clause 19.4.3(b)(ii)** or (where applicable) such security shall be deemed to expire.

19.5 TPLS Right to Terminate (Credit)

19.5.1 For as long as LL is entitled to receive financial support from the government of the United Kingdom (or any part of it) and/or from other public sources (such as council tax and business rates) then **clause 19.5.3** below shall not apply. If in the reasonable opinion of TPLS there is a change of ownership, change in any law, legislation or rule that detrimentally affects LL's right to receive financial support from the government of the United Kingdom (or any part of it) then **clause 19.5.3** below shall apply. If LL disagrees with TPLS's opinion regarding LL's right to receive financial support then LL may raise the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).

19.5.2 LL shall notify TPLS as soon as possible (and continue to update thereafter) where there is a reasonable likelihood that there will be a change of ownership, change in any law, legislation or rule that will detrimentally affect LL's right to receive financial support from the government of the United Kingdom (or any part of it).

19.5.3 Subject to **clause 19.5.1**, if in the reasonable opinion of TPLS, LL suffers one or more events which cause a material adverse change (a "**MAC**") in the creditworthiness and/or financial standing of LL (or its credit support provider, where applicable) which affects LL's ability to meet its financial or other obligations under this Agreement then TPLS may from time-to-time require LL to provide credit support provided that where LL fails to provide credit support that is reasonably acceptable to TPLS within 20 Business Days of a request from TPLS then TPLS shall be entitled to terminate this Agreement on giving written notice to LL, whereupon the agreement shall terminate on such date as specified in the notice.

19.5.4 For the avoidance of doubt, when exercising its rights under this **clause 19.5**, TPLS shall also be under a strict obligation to consult with LL and act reasonably, proportionately and in good faith. If LL disagrees with the TPLS's opinion regarding LL's right to receive financial support then LL may raise the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).

19.6 Payment on termination due to TPLS Default

19.6.1 In the event of any termination of this Agreement pursuant to **clause 19.1** (Termination on TPLS Default) or 19.2, subject to **clause 17** (Limits on Liability), TPLS shall be liable to pay to LL:

- (a) in respect of any loss in revenue from the sale of electricity to Customers and from the sale of Excess Output that would otherwise have reasonably been expected to be due but for the early cessation of this Agreement, the following amount:

$$\text{Payment due from TPLS} = 10\% \times A \times B$$

Where:

A = the average monthly revenues realised by LL over the twelve (12) months to the date of termination from the sum of: (i) the sale of electricity and associated products to Customers; and (ii) the sale of Excess Output;

B = the time period, in months or part months, from the date of termination to the earlier of: (i) 6 months from the date of termination; and (ii) the Expiry Date;

- (b) any costs incurred retendering the Services;
- (c) any costs incurred by way of payments made to Customers under the Energy Ombudsman Scheme for complaint resolution;
- (d) any other all losses suffered or incurred by LL (other than those described in (a) to (c) above) which arise directly out of or directly in connection with the termination,

provided that LL shall at all times take reasonable steps to mitigate any loss for which it is entitled to bring a claim against TPLS pursuant to this **clause 19.6**.

19.7 **Payment on termination due to LL Default or Break Option**

19.7.1 In the event of any termination of this Agreement pursuant to **clause 19.3** or **19.4** (Termination on LL Default) or **clause 20** (Break Option), subject to **clause 17** (Limit on Liability), LL shall be liable to pay to TPLS:

- (a) in respect of any loss of Import Charges and Export Charges (including but not limited to Management Fee) that would otherwise have reasonably been expected to be due but for the early cessation of this Agreement, the following amount:

Payment due from LL = 10% x A x B

Where:

A = the average monthly revenue realised by TPLS over the twelve (12) months to the date of termination from the sum of the Import Charges;

B = the number of months or part months from the date of termination to the earlier of: (i) 6 months from the date of termination; and (ii) the Expiry Date;

- (b) any other losses suffered or incurred by TPLS (other than those described in (a) above) which arise directly out of or directly in connection with the termination,

provided that TPLS shall at all times take reasonable steps to mitigate any loss for which it is entitled to bring a claim against TPLS pursuant to this **clause 19.7**.

19.8 **Payment on no-fault termination or Expiry Date**

19.8.1 In the event that this Agreement terminates pursuant to **clause 18.4** (Force Majeure), or on the Expiry Date, then, subject to the Parties satisfying any

accrued liabilities and complying with **clause 19.10** (Obligations on Termination), neither Party shall have any further liability to the other.

19.9 Termination rights exclusive

Neither Party shall terminate this Agreement other than pursuant to the express terms of this Agreement.

19.10 Obligations on Termination

19.10.1 In the event that this Agreement terminates pursuant to **clause 19.1** or **19.2** (Termination on TPLS Default), TPLS shall at no cost to LL, comply with **clause 19.10.3**.

19.10.2 In the event that this Agreement terminates pursuant to **clauses 18.4** (Force Majeure), **20** (Break Option) or on the Expiry Date, TPLS shall comply with **clause 19.10.3**. In respect of the services provided to enable such transfer, TPLS shall be entitled to payment calculated in accordance with **Schedule 1** (Calculation of Payments).

19.10.3 TPLS shall procure that all actions are undertaken to ensure, on instruction by LL and/or the Authority:

- (a) the transfer of Customer Data to a new third party supplier, the identity of which shall be notified by LL to TPLS;
- (b) that LL is not exposed to any settlement charges;
- (c) the continuity of Services until the transfer to the new third party supplier is completed or, where applicable, as provided pursuant to a relevant provisional or final order given by the Authority under section 25 of the Electricity Act (which may include TPLS).

19.10.4 In the event that this Agreement terminates pursuant to **clause 19.4** (Termination on LL Default), TPLS shall, comply with **clause 19.10.5**. In respect of the services provided to enable such transfer, TPLS shall be entitled to payment calculated in accordance with **Schedule 1** (Calculation of Payments).

19.10.5 As directed by the Authority, TPLS shall:

- (a) on notification that TPLS shall take on the role of electricity supplier to the Customers, ensure that all necessary actions are undertaken to effect the transfer of the Customer Data to themselves and shall take on the supply of electricity to those Customers on the same or similar terms as LL's Customer Terms; or
- (b) on notification that an alternative third party supplier shall take on the role of electricity supplier to the Customers, procure the transfer of Customer Data to that alternative third party supplier and ensure, during such transfer processes, the continuity of electricity supply and Services which may include the continued provision of electricity supply and Services after the Termination of this Agreement pursuant to a relevant provisional or final order given by the Authority under section 25 of the Electricity Act.

19.11 **Mark to Market**

- 19.11.1 This clause 19.11 shall only apply in respect of prices for the Export Output and/or Customer Consumption secured on an agreed **month-ahead** index or other flexible or hedging strategy. As at the date of this Agreement prices for the Export Output and Customer Consumption are only secured on a **day-ahead** index.
- 19.11.2 As soon as reasonably practicable following an early termination (for whatever reason) other than in accordance with **clause 18** (Force Majeure), TPLS shall, in good faith, calculate the mark to market losses or gains incurred by TPLS in selling back into the UK wholesale market any energy purchased by TPLS to meet its obligations under this Agreement ("**Mark to Market**"), as reasonably determined by the TPLS.
- 19.11.3 Where the Mark to Market is a gain to TPLS then TPLS shall notify LL and shall pay such gain to LL upon receipt of an invoice.
- 19.11.4 Where the Mark to Market is a loss to TPLS then TPLS shall invoice LL and LL shall pay such amount to TPLS.
- 19.11.5 On any early termination of this Agreement, TPLS shall use reasonable endeavours to minimise any Mark to Market losses and maximise any Mark to Market gain. For the avoidance of doubt, Mark to Market loss shall be calculated only by reference to any energy purchased by TPLS to meet its obligations under this Agreement as at the date of termination.
- 19.11.6 If LL reasonably believes that the Mark to Market is a gain to TPLS greater than TPLS has declared pursuant to **clause 19.11.3** (or TPLS has not, within 3 (three) months from the date of termination declared either a gain or a loss) or LL disputes a loss declared by TPLS pursuant to **clause 19.11.4**, then LL may refer the Dispute to be resolved in accordance with **clause 22** (Dispute Resolution).

19.12 **Termination Payment Timescales**

19.13 Where this Agreement has terminated early in accordance with:

- 19.13.1 **clause 19.1**(Termination on TPLS Default (insolvency and licence revocation));
- 19.13.2 **clause 19.3**(Termination on LL Default (insolvency and licence revocation));
- 19.13.3 **clause 19.5** (TPLS Right to Terminate (Credit)); or
- 19.13.4 **clause 20** (Break Option)

then the defaulting Party shall pay such termination sums due (including Mark-to-Market where applicable) within 2 Business Days of the date of invoice. Where the non-defaulting Party is liable to pay Mark-to-Market then it shall pay such sums in equal monthly instalments until the Expiry Date.

19.14 Where this Agreement has terminated early in accordance with **any clause except**

- 19.14.1 **clause** 19.1 (Termination on TPLS Default (insolvency and licence revocation));
- 19.14.2 **clause** 19.3 (Termination on LL Default (insolvency and licence revocation));
- 19.14.3 **clause** 19.5 (TPLS Right to Terminate (Credit)); or
- 19.14.4 **clause** 20 (Break Option)

then the paying Party shall pay such termination sums due to the other Party (including Mark-to-Market where applicable) in equal monthly instalments until the Expiry Date.

19.15 **Payment for electricity consumed and undisputed invoices**

- 19.15.1 For the avoidance of doubt, nothing in this clause 19 shall remove the obligation on the Parties to pay for:
 - (a) energy consumed by the Customer but not yet invoiced; or
 - (b) energy invoiced but not yet paid for; or
 - (c) energy generated but not yet invoiced.

20. **BREAK OPTION**

20.1 **Exercise of break**

- 20.1.1 LL may terminate this Agreement by serving on TPLS an LL Break Notice specifying a date, being not less than 3 (three) months from the date on which the LL Break Notice is served, when it wishes this Agreement to terminate ("**LL Break Date**"). For the avoidance of doubt the LL Break Date must be aligned to the end of a Month
- 20.1.2 Either Party may terminate this Agreement for any reason by serving notice on the other that it intends to terminate this Agreement and specifying a date, being not less than 9 (nine) months from the date on which the notice is served, when it wishes this Agreement to terminate ("**Break Date**"). For the avoidance of doubt the Break Date must be aligned to the end of a Month. A termination notice may only be served validly under this clause **Error! Reference source not found.** if served on or before 30 June 2018.

20.2 **Termination**

- 20.2.1 Following service of termination notice in accordance with clause 20.1.1 or **Error! Reference source not found.** (as applicable), this Agreement shall terminate on the LL Break Date or Break Date (as applicable).
- 20.2.2 Termination of this Agreement on an LL Break Date or a Break Date shall not affect any other right or remedy that either Party may have in relation to any earlier breach of this Agreement.

20.3 Termination

- 20.3.1 Following service of an LL Break Notice or a TPLS Break Notice in accordance with clause 20.1.1 or **Error! Reference source not found.** (as applicable), this Agreement shall terminate on the LL Break Date or TPLS Break Date (as applicable).
- 20.3.2 Termination of this Agreement on an LL Break Date or a TPLS Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Agreement.

21. CONFIDENTIALITY

- 21.1 Subject to **clauses** 21.2 and 21.5 and to the extent that this Agreement requires otherwise, no Party shall, and TPLS shall procure that no TPLS Agent shall, without the written consent of the other (or in the case of a TPLS Agent of LL), during the term of this Agreement or at any time thereafter, disclose to any person (except as may be required by Applicable Law or for the performance of this Agreement):
- (a) any part of this Agreement;
 - (b) any information contained therein; or
 - (c) any material provided to any Party pursuant to this Agreement;
 - (d) any material obtained by the Meter Operator, the Data Collector or the Data Collector pursuant to their appointments in respect of Meter Points which are the subject of this Agreement;
 - (e) any Customer Data;

all of which information shall be deemed to be "**Confidential Information**".

- 21.2 Each Party shall be allowed to disclose in any corporate documentation the existence of this Agreement and, without disclosing any specific terms, the general nature of the Parties' obligations under this Agreement.
- 21.3 Neither Party shall, and TPLS shall procure that no TPLS Agent shall, disclose to any person any information or material provided to it pursuant to this Agreement which the other Party (or in the case of a TPLS Agent, LL) (acting reasonably) declares to be commercially sensitive information ("**Commercially Sensitive Information**").
- 21.4 Both Parties shall, and TPLS shall procure that the TPLS Agents shall, take such steps as are practicable to ensure that no such Commercially Sensitive Information shall be disseminated within its administrative structure save to those persons who need to have access to it for the performance of their duties as members, officers, servants or agents of any Party in connection with this Agreement, and that such persons are as few in number as possible.
- 21.5 Nothing in this **clause 21** shall prohibit either Party, subject to the provisions of the Data Protection Act 1998, from disclosing Confidential Information or Commercially Sensitive Information:
- (a) to the Authority, including without limitation for the purposes of compliance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004;
 - (b) to any Affiliate or shareholder of TPLS;
 - (c) to its own professional advisers or insurance advisers;
 - (d) in compliance with the Codes;
 - (e) to any Generator in respect of information relating to its Facility or Generation Connection or the electricity generated at such Facility.
- 21.6 For the purposes of **clauses 21.7, 21.8 and 21.9**, obligations placed on TPLS shall be taken to include an obligation on TPLS to:
- 21.6.1 procure compliance by TPLS Agents; and
 - 21.6.2 indemnify LL in respect of TPLS Agent actions in relation to this **clause 21**.
- 21.7 Both Parties shall indemnify, and shall keep indemnified the other against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by that Party of this **clause 21**.
- 21.8 Neither Party shall divulge to any third party any Confidential Information which comes into his or their possession during the term of this Agreement except with the relevant other Party's consent which shall not be unreasonably withheld.
- 21.9 TPLS shall not, and shall procure that no TPLS Agent shall, use any Confidential Information obtained by it or Commercially Sensitive Information declared to it, in any way which may afford TPLS or any TPLS Agent a commercial advantage or benefit in competition with LL. For the avoidance of doubt, but subject always to clause 5.3, this clause 21.9 shall not prevent TPLS or any TPLS Agent from using

such information in the normal course of business in providing the Services in accordance with this Agreement.

22. DISPUTE RESOLUTION

22.1 First Stage Resolution

22.1.1 The Parties will use all their reasonable endeavours to resolve any Dispute.

22.2 Escalation to Senior Officers

22.2.1 If the Parties fail to resolve a Dispute within 10 Business Days of one Party giving notice to the other of the Dispute, either Party, by giving notice to the other, may refer the Dispute to the Parties' Senior Officers who will co-ordinate in good faith to resolve the Dispute as amicably as possible within 10 Business Days of the Dispute being referred to them.

22.2.2 The Senior Officers of the Parties shall be:

- (a) for TPLS: [REDACTED] Head of Sales, npower Business Solutions
Address: Princes Way, Solihull, B91 3ES
Tel: [REDACTED]
Email: [REDACTED]

(b) for LL: in the first instance:
Patrick Feehily
Assistant Director Environment
Email: [REDACTED]

in the second instance:
Fiona Fletcher-Smith
Executive Director,
Development, Enterprise and Environment
Email: [REDACTED]

22.2.3 Either Party may nominate an alternative Senior Officer, at any time, by notifying the other Party in writing.

22.3 Escalation to Expert

22.3.1 If the Senior Officers fail to resolve the Dispute within 10 Business Days of the Dispute being referred to them, the Parties will, at the written request of either Party and within 10 Business Days of receipt of the request, submit to determination of the Dispute by an expert. The expert ("Expert") will be mutually agreed by the Parties within 10 (ten) Business Days of receipt of the request or, failing such agreement, will be an expert nominated, at the request of either Party, by the Centre for Dispute Resolution or (if that organisation ceases to exist or fails to nominate within a reasonable period) any other organisation nominated by the Party requesting the nomination.

22.4 Expert's Powers

22.4.1 The Expert will have power to make any alterations to the terms of this Agreement which are in the Expert's opinion necessary (and only to the extent that such alterations are necessary) to bring about a resolution of a dispute or to implement the underlying commercial intent of this Agreement and to oblige the Parties to execute any variations resulting from such alterations.

22.5 Determination Binding

22.5.1 The Expert's determination of the Dispute will be final and binding on the Parties, except in the case of manifest error. The Expert will be free to decide the determination procedure to be adopted and the Parties will execute any documents which the Expert reasonably requests that they execute in order to

implement that procedure (such as the Model Expert Determination Agreement published by the Centre for Dispute Resolution with whichever options the Expert considers appropriate).

22.6 Confidentiality of Negotiations

22.6.1 All negotiations connected with the Dispute will be conducted in strict confidence and be subject to **clause 21** (Confidentiality).

22.7 Limit on Issuing Proceedings

22.7.1 Except for either Party's right to seek interlocutory relief in the courts, neither Party may commence other legal proceedings under the jurisdiction of the courts in relation to any Dispute until at least 15 (fifteen) Business Days after the Expert has completed its determination of the Dispute, and then only on grounds that the Expert's determination is manifestly wrong (either in fact or in law).

22.8 Costs

22.8.1 Subject to any contrary determination by the Expert:

- (a) the Parties will bear their own legal costs under this **clause 22**; and
- (b) the costs and expenses of the Expert will be borne by the Parties equally.

22.9 Expert not liable

22.9.1 Except in the case of fraud or death or personal injury caused by negligence, the Expert will have no liability to the Parties, whether in contract, tort or otherwise, in relation to the Expert's determination contemplated by this **clause 22**. This **clause 22.10** is enforceable against the Parties by the Expert in accordance with the Contracts (Rights of Third Parties) Act 1999.

22.10 Expert clause not applicable

22.10.1 **Clauses 22.3 to 22.9** shall not apply to:

- (a) any Dispute which arises from any breach of this Agreement the substance of which is the subject of proceedings issued in any other forum by a third Party against one of the Parties and leads to a right of contribution under this Agreement; or
- (b) any Code Dispute.

22.10.2 If a Code Dispute arises, it may be referred by either Party to be resolved by arbitration under the arbitration rules of the Electricity Arbitration Association in force from time to time. Unless and until revised, cancelled or varied by the courts of England and Wales or the courts of Scotland, the Electricity Arbitration Association decision shall be binding on both Parties who shall forthwith give effect to the decision. The provisions of the Arbitration Act 1996 shall apply to any such arbitration subject to any permitted exceptions thereto agreed by the Parties. The seat for arbitration shall be England and Wales and the laws of

England and Wales shall be the proper law of reference to arbitration hereunder.

23. ENTIRE AGREEMENT

23.1 Prior representations superseded

Except where expressly provided in this Agreement, this Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

23.2 Acknowledgements

Each of the Parties acknowledges that:

- 23.2.1 it does not enter into this Agreement on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a Party to this Agreement or not) except those expressly repeated or referred to in this Agreement and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Agreement; and
- 23.2.2 **clause** 23.2.1 shall not apply to any statement, representation or warranty made fraudulently, or to any provisions of this Agreement which were induced by fraud, for which the remedies available shall be all those available under the law governing this Agreement.

24. SEVERABILITY

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

26. NOTICES

26.1 Form and service of notices

All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, or by hand, or by leaving the same at:

LL

██████████
Senior Manager, Programme Delivery
Sustainable Energy
Greater London Authority
City Hall
Queen's Walk
London SE1 2AA

TPLS

npower Business Solutions
Legal Team
Trigonos
Windmill Hill Business Park
Whitehill Way
Swindon
SN5 6PB

Cc
Patrick Feehily, Assistant Director
Environment
Fiona Fletcher-Smith, Executive
Director, Development, Enterprise
and Environment

26.2 Change of details

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

26.3 Notices by post

Notices given by post shall be effective upon the earlier of actual receipt and five 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:

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

26.3.2 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.

27. RIGHTS OF THIRD PARTIES EXCLUSION

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

28. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to clause 22 (Dispute Resolution), the Parties submit to the exclusive jurisdiction of the Courts of England and Wales and the Courts of Scotland to settle any disputes which arise out of or in connection with this Agreement.

[Redacted] as a deed and delivered on the date stated at the beginning of
Patrick Feehily.

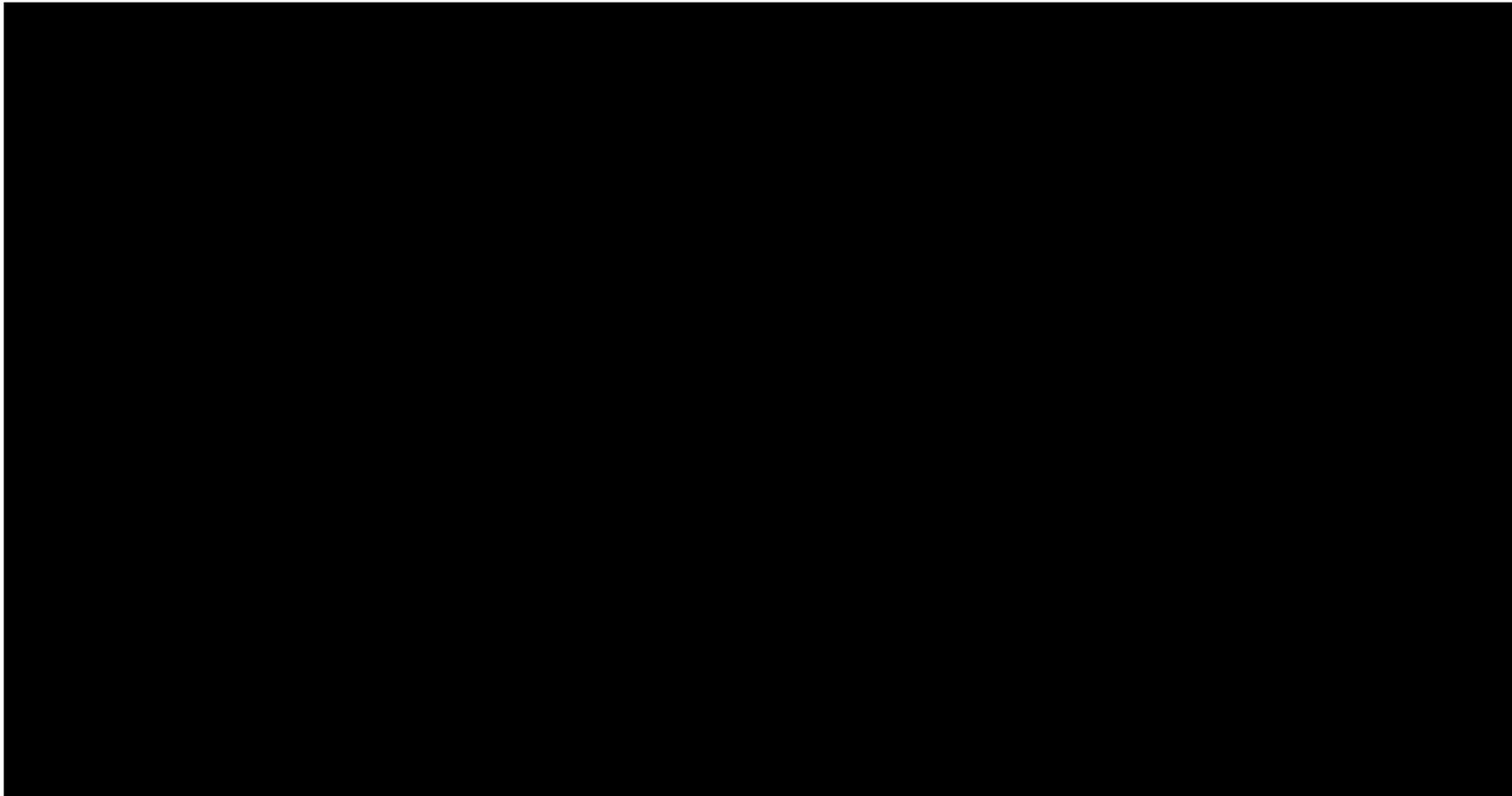
[Redacted])
duly authorised for and on behalf of)
THE GREATER LONDON AUTHORITY)
in the presence of:)
Witness Sign: [Redacted]
Name: [Redacted]
Address:
CITY HALL
ROSEN'S WALK
LONDON, SE1 2AA
Occupation:
LOCAL GOVERNMENT OFFICER

SIGNED by [Redacted]
duly authorised for and on behalf of [Redacted]
NPOWER LIMITED)
in the presence of:)
Witness Signature [Redacted]
Name: [Redacted]
Address:
NPOWER
WERNICEST RD, LEEDS
LS14 3HS
Occupation:
CLIENT DEVELOPMENT MANAGER

Schedule 1

Calculation of Payments

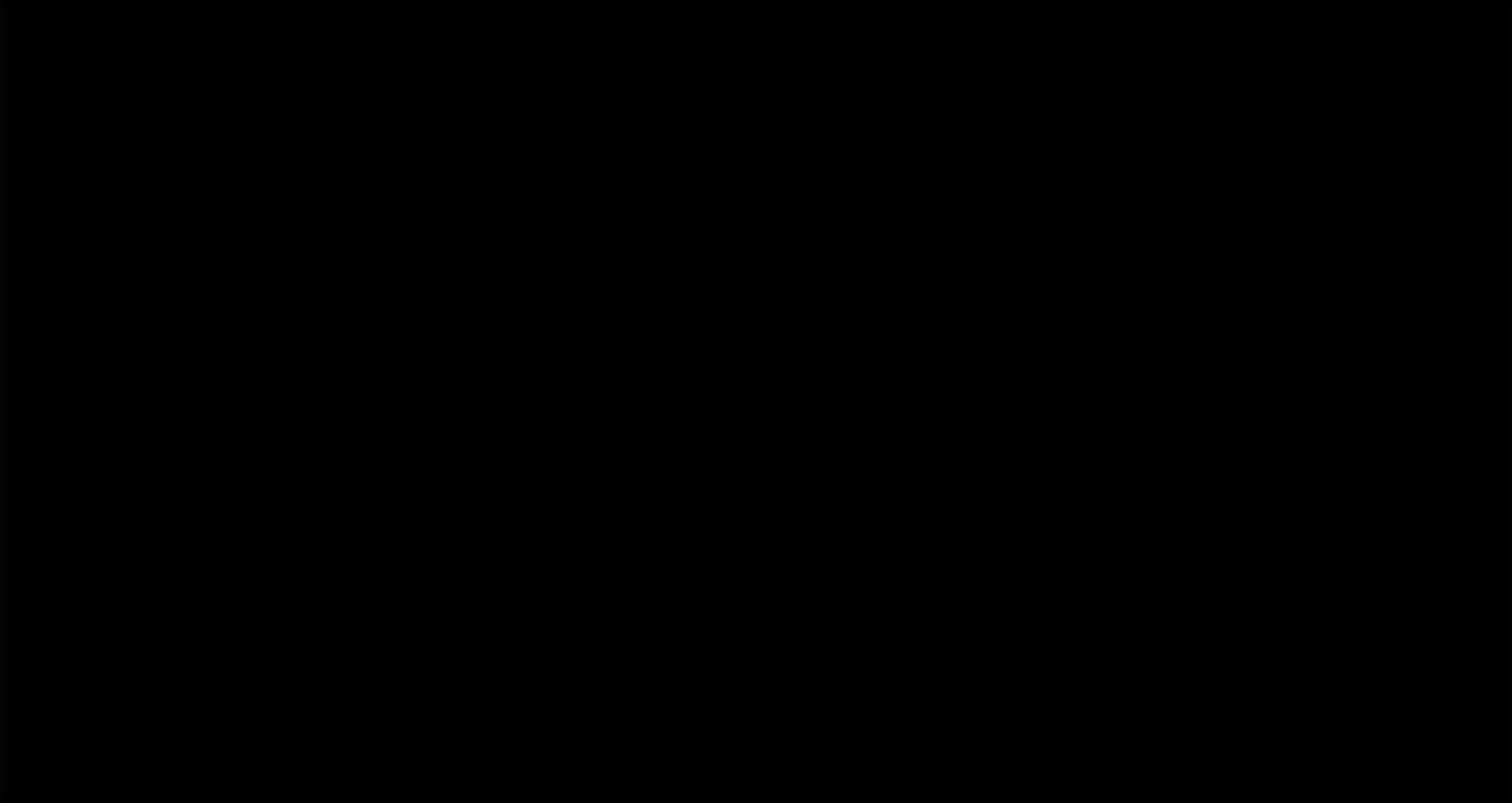
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]



SCHEDULE A

Energy Charges

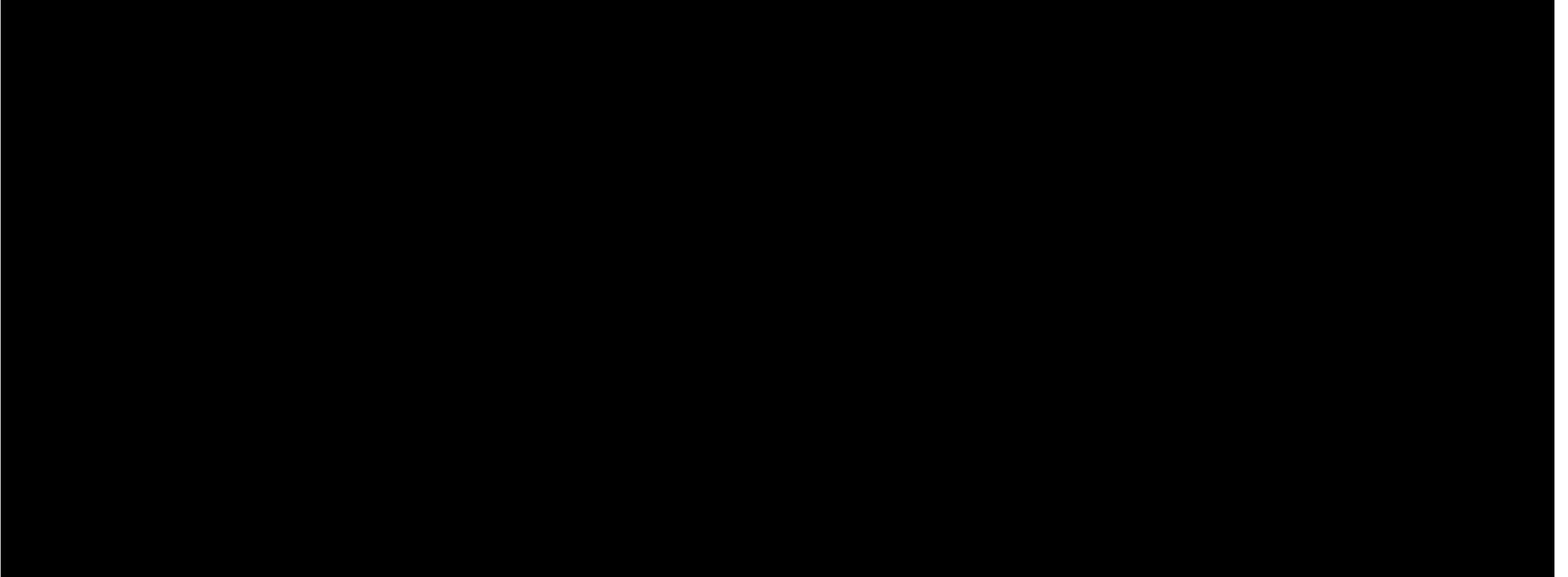
[REDACTED]





SCHEDULE B
Budget Rates

[REDACTED]

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SCHEDULE C
Energy Charges Periods



Schedule 2

Reporting

Part 1: Output Forecast

The LL shall (or shall procure that each of the Generators shall) provide to the Buyer all historic metered output data and any other Facility-specific information reasonably requested by the TPLS so that the TPLS can better predict anticipated Export Output ("**Forecast**") from the Facilities.

The LL shall (or shall procure that each of the Generators shall) not later than 5 Business Days prior to the date that the LL begins to purchase Export Output and not later than 5 Business Days prior to 1 April of every year thereafter notify the TPLS in writing of the anticipated output for such year. Such notification shall show the total of the anticipated Export Output for the year and the totals of the anticipated Export Output for each month during the year.

The LL shall (or shall procure that each of the Generators shall) not earlier than 8 Business Days and not later than 5 Business Days prior to the start of each month notify the TPLS by e-mail or facsimile of the anticipated output for the next month (even if it is the same or similar to that anticipated by the annual forecast) (also the "**Forecast**").

Notwithstanding the above, if the LL or a Generator becomes aware that the output for any month could materially differ from the Forecast by more than the Forecast the LL shall (or procure that the Generator shall) notify the TPLS of such change and of the revised forecast forthwith by facsimile or e-mail as soon as possible.

For the avoidance of doubt, a revised Forecast shall not affect the Imbalance Risk Charge.

Part 2: Planned Maintenance

The LL shall (or procure that the Generators shall) in respect of each Facility:

- a) give 30 days' written notice to the TPLS of any planned maintenance or planned outage, such notice to contain full details of such maintenance or outage;
- b) give notice to the TPLS as soon as practicable of any unplanned maintenance or outage, such notice to contain as many details as are practicable concerning the duration and effect on output of such maintenance or outage; and
- c) give to the TPLS as soon as reasonable practicable any further data requested by the TPLS to allow the TPLS to make such generation forecast data as any prudent electricity supplier is likely to reasonably want to assimilate.

Schedule 3

Facilities

[REDACTED]

Installed capacity: 1,179kWe

Location: [REDACTED]

Address: [REDACTED]

Facility type: Jenbacher JMS 416 GS-NL (Version B305 ultra-low Nox) (Manufactured 2015).

Voltage connection: 11kV

MPANS: MPAN: [REDACTED]

SSE Woolwich Arsenal CHP Facility Forecast Output:

Typical Availability Export Generation Profile

Consolidated Demand (kWh)	FY17/18 (Period 1-24)																							
	00 30	01 00	01 30	02 00	02 30	03 00	03 30	04 00	04 30	05 00	05 30	06 00	06 30	07 00	07 30	08 00	08 30	09 00	09 30	10 00	10 30	11 00	11 30	12 00
Period 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 7	-	-	-	-	-	-	-	-	-	-	-	-	-	338	338	338	338	338	338	338	338	338	338	338
Period 8	-	-	-	-	-	-	-	-	-	-	-	-	-	338	338	338	338	338	338	338	338	338	338	338
Period 9	338	338	338	338	338	-	-	-	-	-	-	-	-	338	338	338	338	338	338	338	338	338	338	338
Period 10	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338
Period 11	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338
Period 12	338	338	338	338	338	-	-	-	-	-	-	-	-	338	338	338	338	338	338	338	338	338	338	338
Period 13	-	-	-	-	-	-	-	-	-	-	-	-	-	338	338	338	338	338	338	338	338	338	338	338

Consolidated Demand (kWh)	FY17/18 (Period 25-48)																							
	12 30	13 00	13 30	14 00	14 30	15 00	15 30	16 00	16 30	17 00	17 30	18 00	18 30	19 00	19 30	20 00	20 30	21 00	21 30	22 00	22 30	23 00	23 30	00 00
Period 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 7***	338	338	338	338	338	338	338	338	338	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Period 8	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	-	-	-	-	-
Period 9	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338
Period 10	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338
Period 11	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338
Period 12	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338
Period 13	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	338	-

Period 7*** Note: generation in Period 7 will only be available from October 1st due to existing PPA.
 Generation Anticipated generation levels are shown for each period. This pattern can be moved within the highlighted times for each period subject to prior notification at intervals to be agreed between SSE and GLA

Peabody Solar PV Facilities

Peabody Solar PV sites available for PPA

No.	Requirement	Generator responses										
1	Location of Generation Facility ("Facility")	DARWIN COURT	PEMBURY ESTATE									
2	Name and address of Facility	[REDACTED]										
3	Facility type, make/model and year of manufacture	Solar PV										
4	Voltage connection (e.g. 1kV, 11kV - helps with identifying network costs/embedded benefits)	415V										
5	No. of meters associated with Facility (import/export)	[REDACTED]										
6	Does Facility own its own meter(s) or are they leased via their PPA[1]/off taker?	Own meter read by our contractor										
7	Length of existing PPA contract (if applicable)	3 months notice										
8	Is there an existing Operations & Maintenance contract in place?	Maintained by Supplier through existing term contractors										
9	Does the Facility currently have AMR[2] /smart metering?	Yes										
10	Development Type (e.g. Residential, Commercial, Hospital, Leisure Centre, etc.)	Residential										
11	Operational Status of Facility (e.g. Operational, dormant, etc.)	Operational										
12	Fuel (e.g. gas, biomass, other)	Solar PV										
13	Installed Capacity of Facility (kWe - electrical output)	36.86 kWpeak	26.6 kWpeak	47.88 kWpeak	41.23 kWpeak	41.23 kWpeak	41.23 kWpeak	34.2 kWpeak	34.2 kWpeak	41.23 kWpeak	41.23 kWpeak	41.23 kWpeak
14	Installed Capacity of Facility (kWt - thermal output)	N/A										
15	Current / potential for thermal storage	N/A										

		FY 1920(Period 1-3)																								
Consolidate	ed	00-30	01-30	01-30	02-00	02-30	03-00	03-30	04-00	04-30	05-00	05-30	06-00	06-30	07-00	07-30	08-00	08-30	09-00	09-30	10-00	10-30	11-00	11-30	12-00	
Period 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	12	8	116	202	286	371	5	539	577	607	630
Period 2	0	0	0	0	0	0	0	0	0	0	0	0	0	13	38	81	153	232	321	380	3	505	562	588	588	
Period 3	0	0	0	0	0	0	0	0	0	0	0	0	0	2	9	21	5	95	152	217	277	333	378	16	3	87
Period 4	0	0	0	0	0	0	0	0	0	0	0	0	0	1	7	19	6	103	178	256	33	386	9	99	529	555
Period 5	0	0	0	0	0	0	0	0	0	0	0	0	0	2	8	2	63	128	211	275	351	06	61	96	505	
Period 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	28	78	136	211	269	327	375	13	16	28	
Period 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	2	77	148	230	319	357	389	20	53		
Period 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	15	3	83	132	160	190	223	2	26		
Period 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	18	50	88	119	159	171	172	175			
Pe iod 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	21	63	106	150	175	19	205				
Pe iod 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	9	93	1	9	200	2	3	279		
Pe iod 12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	39	1	252	265	293	3	1	3	7		
Pe iod 13	0	0	0	0	0	0	0	0	0	0	0	0	0	2	13	115	207	285	369	53	97	5	2	631		
		33667																								
		FY 1920 (Period 25- 8)																								
Consolidate	ed	12-30	13-00	13-30	14-00	14-30	15-00	15-30	16-00	16-30	17-00	17-30	18-00	18-30	19-00	19-30	20-00	20-30	21-00	21-30	22-00	22-30	23-00	23-30	00-00	
Period 1	637	620	589	5	5	91	67	355	325	23	189	105	7	19	7	1	0	0	0	0	0	0	0	0	0	0
Period 2	633	627	600	55	516	81	55	386	3	1	266	188	137	77	0	18	9	3	0	0	0	0	0	0	0	0
Period 3	8	71	505	81	66	8	20	375	318	276	210	162	103	58	33	18	9	3	0	0	0	0	0	0	0	0
Period 4	590	563	571	556	565	515	69	37	370	301	236	172	117	60	30	18	10	3	0	0	0	0	0	0	0	0
Period 5	5	2	551	539	51	505	23	381	328	288	222	186	136	79	38	19	9	3	0	0	0	0	0	0	0	0
Period 6	8	50	38	2	391	393	322	277	237	162	128	88	32	11	0	0	0	0	0	0	0	0	0	0	0	0
Period 7	55	36	31	02	357	31	279	220	180	106	52	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Period 8	253	2	0	20	183	159	11	77	22	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Period 9	185	157	152	115	82	3	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pe iod 10	18	163	130	9	59	33	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pe iod 11	280	267	2	5	198	1	3	101	51	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pe iod 12	325	318	309	390	250	192	139	86	0	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pe iod 13	533	518	77	5	391	335	26	178	112	83	20	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0
		2090																								

75756 of kWh 2019 20

Schedule 4

Services

The Services set out in this Schedule 4 shall be provided in accordance with the provisions of this Agreement and the Operating Protocol.

Core Services

1. Provision of Information & duty to co-operate
Subject to any relevant restrictions (including, but not limited to, confidentiality obligations, competition law, data protection law and commercially sensitive issues) TPLS shall provide information to LL in order that LL may comply with its own Supply Licence obligations.
2. Code Compliance
TPLS shall ensure that it complies with the Codes. TPLS shall be responsible for ensuring compliance with the SLC11.2 and shall (subject to the terms of this Agreement) be responsible for any breaches of the SLC11.2 in relation to LL's activities as well as its own. For the avoidance of doubt, it is the LL's responsibility to comply with any other applicable codes, regulations or industry agreements (including, but not limited to, obligations under the Renewable Obligation Order 2009 (as amended), the Feed in Tariff and/or any applicable tax obligations).
3. Registration
TPLS shall procure the registration of MPANs in accordance with clause 6.4 of this Agreement.
4. Installation of meters & energisation
TPLS shall procure that Metering Equipment has been installed in accordance with the terms of this Agreement. For the avoidance of doubt, the provision of Metering Services by TPLS or its Affiliate shall be carried out under a contract between TPLS (or its Affiliate) and the Customer and TPLS shall not be directly liable to LL for the provision of Metering Services.
5. Meter administration, data collection, data processing
TPLS shall procure that Metering Services shall be provided to the Customers. For the avoidance of doubt, the provision of Metering Services by TPLS or its Affiliate shall be carried out under a contract between TPLS (or its Affiliate) and the Customer and TPLS shall not be directly liable to LL for the provision of Metering Services.
6. Supplier transfer processes: TPLS obligation for new customers
TPLS shall provide transfer processes for new customers in accordance with the Operating Protocol.
7. Supplier transfer processes: TPLS obligation for existing customers
TPLS shall provide transfer processes for existing customers in accordance with the Operating Protocol.
8. Provision of credit cover for LL

TPLS shall procure (whether via its Affiliates or itself) that it has adequate credit cover in place to comply with its obligations under this Agreement. This obligation relates to credit cover in respect of the Codes. This does not relate to the credit risk associated with the specific end users or customers.

9. Code administration

TPLS shall engage with the administrators of each of the Codes to ensure that all parties are familiar with the arrangements that the TPLS will put in place to ensure that each Customer Connection and Export Metering Equipment (and their electricity consumption and generation volumes) are uniquely identifiable. This shall include (but not be limited to):

- engagement with Gemserv to agree the threshold metric for determining a significant change event in relation to the LL's operating parameters; and
- engagement with Elexon and/or the EMR Settlement Services Provider in relation to the development (including format and frequency) of an MPAN report which will provide settlement data in the event that the EMRS or the Low Carbon Contracts Company is required to settle a dispute.

Non-Core Services

TPLS shall comply with its obligations under the Agreement in relation to a Change in the Services. Should either Party wish to for TPLS to provide further services to this Agreement then both Parties shall act reasonably and in good faith to negotiate and try to agree the provision of additional services. Such further services may include, but shall not be limited to:

Connection services: TPLS may be asked to provide ad hoc additional services to a generator or customer in respect of connecting their site(s) to the local Distribution Network.

Customer Interface: subject to any competition law, data protection law or other applicable restriction, TPLS may be asked to offer services relating to customer billing issues and or service provision.

Code and industry issues: TPLS may be asked to provide information to LL regarding Code or other relevant industry issues that may affect LL. For the avoidance of doubt, TPLS shall not advise LL, lobby on behalf of LL or provide LL with access to relevant industry or government bodies.

Supplier obligations: subject to any competition law, data protection law or other applicable restriction, TPLS may be asked to offer services relating to benefits and/or energy derivatives (for example, certificates relating to the Renewable Obligation Order 2009 (as amended), benefits relating to the Feed in Tariff and/or Renewable Energy (Guarantees of Origin) Certificates).

Schedule 5

Operating Protocol

For the avoidance of doubt, this Operating Protocol (and any amendments thereto) shall not be legally binding. The purpose of the Operating Protocol is to establish the processes, service levels and guidance notes required in order for the provisions of the Agreement to be effected in a reasonable and commercial manner.

Licence Lite



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1.0 TPLS Operating Protocols

For the avoidance of doubt, this Operating Protocol (and any amendments there to) shall not be legally binding. The purpose of the Operating Protocol is to establish the processes, service levels and guidance notes required in order for the provisions of the Agreement to be effected in a reasonable and commercial manner.

Metering Registration

Metering registration is one of the obligations under the industry code and is covered by the SSA. During the course of each reporting period the TPLS shall:

- a) procure the registration of the MPAN¹ numbers of any New Metering Points.
- b) ensure that the TPLS's systems are capable of differentiating GLA's Customer Data by way of a unique market participant ID (MPID).
- c) provide details of the confirmation of registration of any new Metering Point from the MPAS provider to the GLA within 28 working days of receiving the confirmation.

The TPLS are responsible for registering all HH MPAN's under BSCP501; however, in order to complete this process successfully the TPLS will require the following information at least 45 days prior to contract start:

1. Core MPAN
2. Site Name
3. Type of Supply (HH/NHH Indicator)
4. Site address (Customer Site Reference Code/Number)
5. Site address 2
6. Site address 3
7. Site address 4 (Town / City)
8. Site address 5 (County)
9. Site post code
10. Billing address 1
11. Billing address 2
12. Billing address 3
13. Billing address 4 (Town/City)
14. Billing address 5 (County)
15. Billing post code
16. Tender profile type (No. profile class required for HH)
17. Tender MTC (Top line of MPAN)
18. Tender LLF DUOS (Top line from MPAN)
19. Dist. ID (1st and 2nd digit from MPAN)
20. Voltage (415 low voltage / 1,100 high voltage / 3,300 extra high voltage)
21. Available capacity (Capacity at site)
22. Annual data (GWh) estimated annual consumption (EAC for site)

¹ MPAN – Meter Point Administration Number

23. Maximum demand (max. demand at site)
24. Contract start date
25. Contract end date
26. Meter Operator name (and proof of contract)
27. Data Collector name (and proof of contract)
28. Customer Contact Name
29. Customer Preferred Contact Method (Telephone/Email)

During the contracting and registration process the progress of any registration should be made available on a 'registration tracker' to ensure any early warning of potential issues are flagged immediately.

Metering Data Collection

In accordance with Balancing and Settlement Code procedures, the TPLS shall appoint and instruct their own dedicated Data Aggregator (DA). In order to meet industry compliance levels, the GLA must ensure that Customers have effective agreements in place with their Meter Operator (MOP) and Data Collector (DC) which ensures that the TPLS DA receives frequent updates of data for the sites and that they achieve 99% of actual data in adequate time for the Industry SF Settlement Run.

Export and import metering site access for the TPLS DA is also a requirement and the GLA should ensure both generators and customers are informed of this. The TPLS shall provide a minimum of 3 working days' notice to request access to the respective site(s).

The GLA are also responsible for ensuring that the Customer has agreed capacity with their respective Distribution Network Operator (DNO).

Additional obligations on the Customer include the following:

- a) The Customer shall provide details of the MOP's confirmation of Metering Equipment installation to the GLA, together with Metering Equipment and Metering Point details within 3 working days of the installation.
- b) The Customer will procure that the MOP enters into a form of direct agreement with the GLA containing obligations to adhere to GLA's customer protocol.
- c) The Customer will also procure the provision of on-going Metering Services.
- d) The Customer shall ensure the MOP ensures the availability of prepayment meters.

Supplier Transfer Process

The TPLS will maintain a live register of customer service transfer requests. The TPLS should inform the GLA within 2 business days of the Notification of Termination of the respective Metering Point it holds as Trustee for the GLA. The GLA will respond within 2 business days whether they have any objection to the transfer request. If there is no objection the TPLS will terminate the appointment of the agents to the Metering Point and a final bill will be issued to the customer. If there is an objection to the transfer GLA must provide evidence of the contractual status or the debt position of a customer for the TPLS to be able to reject or raise an objection to ensure the TPLS is compliant.

When gaining additional mpans for the GLA basket, the TPLS will inform GLA of any objections that have been raised by other suppliers. The TPLS should inform GLA within 1 business day of

notification of objection received, GLA will need to contact the current supplier to lift the objection and allow registration to proceed.

Appendix 1 illustrates the timeline guidelines with regards to SLA's regarding the standard registrations process. Where exceptions arise during the registrations process which requires input or clarification from the end consumer, GLA will facilitate the provision of the required information within **1 working day**.

Appendix 2.0 - illustrates all relevant flows within the registrations process. It explains what each is and if a rejection does occur;

- a) What the possible explanation causing the exception would be;
- b) The necessary action to resolve it; and,
- c) Who between Npower and the GLA would be responsible for its resolution.

Top-Up, Spill and Imbalance Management

Operating protocol to be confirmed

Consumption Reporting

For all import customers, in addition to the netting statements, the TPLS will provide and Excalibur file that indicates relevant consumption information. Appendix 4 shows an example Excalibur file.

The Excalibur file is a non-taxable document provided to the customer for information only purposes. The files are produced as part of the overnight batch on the night the releasing job is triggered for the group. Once this is complete an Excel file is generated and sent directly to the e-mail addresses detailed.

All Excalibur files are set up to all the customer information and invoice detail the customer receives on their paper invoices. This includes information such as:

- a) Customer Name**
- b) Group Name**
- c) Group Invoice Reference**
- d) Site Invoice References**
- e) Site Numbers**
- f) MPAN's**
- g) Line Loss Factor**
- h) Profile Class**
- i) Customer Addresses**
- j) Supply Periods**
- k) Time Band Charges (Rates, Charge, Billed Units, energy at meter charge and units)**
- l) Maximum Demand Information**
- m) Agreed Capacity Information**

n) Excess Capacity Charges

o) Period Start and End Dates

p) Pass through Charges (DUOS, TUOS, BUoS, CFD, CM, MOP Charge, FIT, RO, CCL)

q) Meter Readings for NHH supplies (reading date, current reading, previous reading, whether the reading the estimate or actual, and whether there is a multiplier on the meter)

r) AMR Package Charges

s) Flex Charges

t) Green Deal

u) Manual Adjustments

v) Reactive Power charges

w) Reset and Unset Fees

x) Total Invoice Charge at site and group level

y) VAT breakdown.

Query Management

If the GLA have a question or query in relation to their invoice/statement then npower will provide a point of contact. In the event of GLA having any questions or queries from their customer for which they require our support in resolving them then they will be managed on the basis of the query type. Queries will be managed via the TPLS' in-house query management system. SLA's will vary dependent on the type of query raised. Appendix 3 illustrates the specific query types and the resolution SLA's relating to each.

Code Compliance Reporting

Reporting for compliance purposes remains the responsibility of the GLA. This includes the following:

- a) FiT levelisation
- b) Climate Change Levy
- c) RO Reporting

As previously mentioned, it is also a requirement that the GLA support the TPLS with regards to site access in order to obtain the necessary readings.

Verification Statement and TPLS billing

Pre bill checks occur from 2-3 working days before the billing run is executed, these include working any exceptions which may result in the disruption of billing for any site.

Once the billing run has concluded the system will produce an output which will highlight any exceptions if occurred. The billing system has built in validation system and if any site breaches these validation tolerances the system will generate an exception report for which a Billing Analyst will go into and resolve the issue(s) belonging to each account within it.

The SLA's between validation and release depend on the customer's payment terms (e.g. for a site with a 21 day payment plan you on average have around 2- 3 working days to get it validated and released.

Inaccurate data – consequences / alerting GLA / resolution / rebilling

Rebiling???

Npower will provide a netting invoice/verification statement on a monthly basis (excluding VAT and CCL for which GLA is responsible).

The supply will be regarded as a wholesale transaction and will be subject to the Domestic Reverse Charge (DRC). This means Npower will be required to annotate the invoice to GLA with specific wording and not charge VAT or CCL. GLA will need to account for VAT to HMRC on their purchase from Npower under the DRC procedure. GLA will then need to charge VAT and CCL on to their customers in line with the normal rules for supplies of electricity.

Process

- a) TPLS issue purchase invoice to GLA with itemised consumption for each demand meter (MPAN). The TPLS must:
 - i) show all the information normally required for a VAT invoice;
 - ii) annotate the invoice to make clear that the domestic reverse charge applies and that the customer (i.e. GLA) is required to account for the VAT; and,
 - iii) the amount of VAT due under the domestic reverse charge must be clearly stated on the invoice but should not be included in the amount shown as total VAT charged.
- b) GLA Finance to create a separate sales invoice for each consumer (i.e. TFL) the sales invoice should provide a summary page in addition to a detailed consumption page itemising the respective MPANS. GLA Finance must then:
 - i) Calculate the respective Climate Change Levy (CCL), at the prevailing rate², for **total consumption** and apply this to the net wholesale cost charged by the TPLS; and,
 - ii) Apply the prevailing standard rate of VAT³ on the CCL-inclusive value of supply.
 - iii) If supply is made for qualifying use⁴ the reduced VAT rate of 5% should be applied.

2.0 GLA Protocols

Supplier transfer process

Please refer to Section 8.6.1 (new customers) and 8.7.1 (existing customers) in the Supplier Services Netting-Off Agreement.

Generation output forecasts

The GLA shall (or shall procure that each of the Generators shall) provide to the TPLS all historic metered output data and any other Facility-specific information reasonably requested by the TPLS so that the TPLS can better predict anticipated Export Output ("**Forecast**") from the Facilities.

² CCL rate, from 1 April 2016, for electricity supplied to a non-domestic end user is 0.559 pence per kWh (Source: Guidance – Climate Change Levy rates www.gov.uk)

³ Standard rate of VAT as at 1 April 2016 is 20% for non-qualifying supply (i.e. non-domestic use).

⁴ The following supplies are charged at the reduced rate – a) domestic use, b) charity non-business use, c) fuel amount supplied does not exceed the small quantities de minimis limits, and d) supply partly for qualifying use and partly for other purposes, where 60 per cent or more of the supply is for qualifying use.

The GLA shall (or shall procure that each of the Generators shall) not later than 5 Business Days prior to the date that the GLA begins to purchase Export Output and not later than 5 Business Days prior to 1 April of every year thereafter notify the TPLS in writing of the anticipated output for such year. Such notification shall show the total of the anticipated Export Output for the year and the totals of the anticipated Export Output for each month during the year.

The GLA shall (or shall procure that each of the Generators shall) not earlier than 8 Business Days and not later than 5 Business Days prior to the start of each month notify the TPLS by e-mail or facsimile of the anticipated output for the next month (even if it is the same or similar to that anticipated by the annual forecast) (also the "**Forecast**").

Notwithstanding the above, if the GLA or a Generator becomes aware that the output for any month could materially differ from the Forecast by more than x then the GLA shall (or procure that the Generator shall) notify the TPLS of such change and of the revised forecast forthwith by facsimile or e-mail as soon as possible.

Planned Maintenance

The LL shall (or procure that the Generators shall) in respect of each Facility:

- a) give 30 days' written notice to the TPLS of any planned maintenance or planned outage, such notice to contain full details of such maintenance or outage;
- b) give notice to the TPLS as soon as practicable of any unplanned maintenance or outage, such notice to contain as many details as are practicable concerning the duration and effect on output of such maintenance or outage; and,
- c) give to the TPLS as soon as reasonable practicable any further data requested by the TPLS to allow the TPLS to make such generation forecast data as any prudent electricity supplier is likely to reasonably want to assimilate.

Supplier Registration

The GLA's supplier registration and payment functions are administered by Transport for London (TfL). To be paid by the GLA all suppliers must register as a supplier on the TfL payment system called BravoSolution. For the avoidance of doubt all Generators and TPLS will be required to register. To register the supplier must:

- Go to <https://tfl.bravosolution.co.uk>
- Click on the "Supplier registration and payment" link

If the supplier is currently registered with BravoSolution that registration only applies to the 'entity' they are registered to supply. All suppliers' need to complete a separate registration for each 'entity' they wish to wish to supply.

The registration is a two stage process as follows:

Stage 1

1. Click on "Register".
2. Complete all the mandatory fields (indicated by a red asterisk).
3. Click "Save".
4. A message will be displayed confirming the initial registration was successful.
5. Click on "Continue".

Upon completion of Stage 1 the supplier will receive an automated email detailing their organisation's username and password.

Stage 2

The supplier must sign in again, using the same route as detailed in Stage 1 and enter the Supplier Profile completing all remaining fields. Please note there are 8 pages to complete - all pages with a red asterisk are mandatory fields and need to be completed.

On the 'remittance page' (page 2 of 8), the supplier must only add an email address and leave all other fields blank. On completion of both stages of the registration process the supplier should contact the GLA to advise the registration process has been completed. The GLA will then advise the TfL Procurement team that the supplier has registered on BRAVO. They will check that the registration has been completed correctly and, if so, a dedicated SAP account will be activated and the supplier will receive an email with their SAP vendor number and a request for the submission of the suppliers bank details. If there any errors or omissions, the supplier will be advised what amendments are required. Once again the supplier will need to advise the GLA once any amendments have been made. The GLA contacts are:

Contact Name: [REDACTED]

Email address: [REDACTED]

Telephone no: [REDACTED]

Slides demonstrating the registration process can be accessed at:

https://tfl.bravosolution.co.uk/bravosolution/Buyer_Guide_to_Supplier_Management.pdf#

Should the supplier encounter any issues when attempting to register as a supplier, the initial points of contact are as follows:

BravoSolution

Any supplier requiring any assistance using the system to register should contact the BravoSolution Help desk on:

Phone: 0800 368 4850

Email: help@bravosolution.co.uk

Fax: 020 7060 0480 or select Help & Contact from the BravoSolution site.

TfL's Supplier Registration

For all other registration queries the supplier should contact TfL's Supplier Registration team:

Tel: 0845 303 5100 option 3

Email: csr@tfl.gov.uk

Bank Details

Once the supplier has advised their GLA contact that they have registered, their registration will be checked and if registered successfully their account will be activated. The supplier will then receive an automatic email detailing their SAP supplier number accordingly.

The supplier will also be asked to formally notify the GLA of the following bank details by post, on company headed paper. Please note emails and PDF's are not acceptable. The necessary details required are i) Bank account name, ii) Sort code; and, iii) Account number.

The letter must quote the supplier's unique **SAP supplier number** and be signed by the Director of Finance / Chief Executive or other individual authorised to provide this information and sent to TfL's Supplier Registration team at:

Supplier Registration
Transport for London
1st Floor
PO Box 45283
14 Pier Walk
Greenwich
London, SE10 1AT

3.0 Financial and Management Reporting

Period end reporting

Whilst the Licence Lite operation is a reporting entity within the GLA it will adopt the same financial reporting timetable. All financial and management reporting will be aligned to the relevant four-weekly reporting periods.

To ensure the relevant information is captured in a timely manner, all periodic transaction and financial information must be passed to GLA Finance by the close of business **after 21 working dates**. To minimise the number of manual journals required each month end, where practicable, transactions should be entered into SAP either via i) a Purchase Order or ii) a Sales Invoice Request Form (SIRF)

Sales Invoice Request Form (SIRF)

A Sales Invoice Request Form (SIRF) should be used to invoice a customer or TPLS. Note a Purchase order number and supporting agreement will be required from TfL to raise a SIRF (invoice) to TfL. The nominated GLA bank account for payment receipts is:

The Royal Bank of Scotland
London Drummond 5
49 Charing Cross

London SW1A2DX

Sort code: [REDACTED]

Account No: [REDACTED]

Reference when paying should be 'Licence Lite (Payee name and details of any payment)'. Appendix 5 provides an example of a SIRF.

Monthly Management Reporting

For purposes of monthly reporting, all financial transactions relating to the Licence Lite operation shall be posted into the GLA financial system, SAP. All transactions will require an alpha-numeric code to allow posting into the SAP system. This will be in the following coding format:

aa-xxxx-xxx-xx

1. aa (2 alpha characters) - denotes reporting entity (e.g. LL)
2. xxxx (4 numeric characters) - denotes primary general ledger code
3. xxx (3 numeric characters) - denotes 1st sub-classification
4. xx (2 numeric character) - denotes 2nd sub-classification

Appendix 6 indicates the current list of SAP Product Categories that should be referred to when allocating a respective code.

Revenue and direct cost accruals

As previously mentioned, the period-end cut off for all transaction and financial information to be received by GLA Finance for processing is **period end minus 5 working days**. In practice this will require the necessary generation and consumption data to be provided by the TPLS as follows:

- a) Actual generation and consumption data for the period to period end minus 5 working days; and,
- b) Estimated generation and consumption data for the remainder of the accounting period being reported.

This will enable the necessary revenue and cost accruals to be prepared and posted into SAP and provide a more accurate reflection of revenues and costs accrued in the respective periods. Both actuals and estimated figures should be posted as a *reversing accrual* (i.e. the accrual reverses out of SAP the following period) to prevent any potential double count as and when the monthly Verification Statement/Invoice is posted. Any variance relating to the accrual will be recognised the period following the initial accrual.

Overheads

The principle overheads within the Licence Lite operation relate to:

1. Headcount related costs - these will be a combination of GLA salaried employees (charged on a pro rata basis via an agreed management fee) and directly invoiced consultants.
2. Audit fees - it is anticipated that the Licence Lite audit will form part of the overall GLA annual audit. The fee for this activity is likely to be recognised within the GLA (Licence Lite) management accounts via a monthly agreed internal management fee.

3. Legal fees - directly invoiced from the nominated legal advisers, Lux Nova Partners. All registered suppliers must provide an approved Purchase Order and quote the necessary Purchase Order on the respective invoice.
4. Market consultancy fees - directly invoiced from the nominated market advisers, Cornwall Energy.

The agreed monthly management fee should be reviewed on a periodic basis, at least quarterly, and agreed between GLA (Licence Lite) and GLA Finance to ensure it accurately reflects the correct level of costs. The management fee should encompass the following:

- a) Pro-rata salary costs for time spent on the project by GLA personnel (i.e. Operating Board)
- b) Agreed fee for transactional work undertaken by GLA Finance relating to period end reporting.
- c) Agreed fee for use of desk space within City Hall for GLA (Licence Lite) work.
- d) Agreed pro rata split of any audit fees applicable to the GLA (Licence Lite) operation.

Statutory Reporting

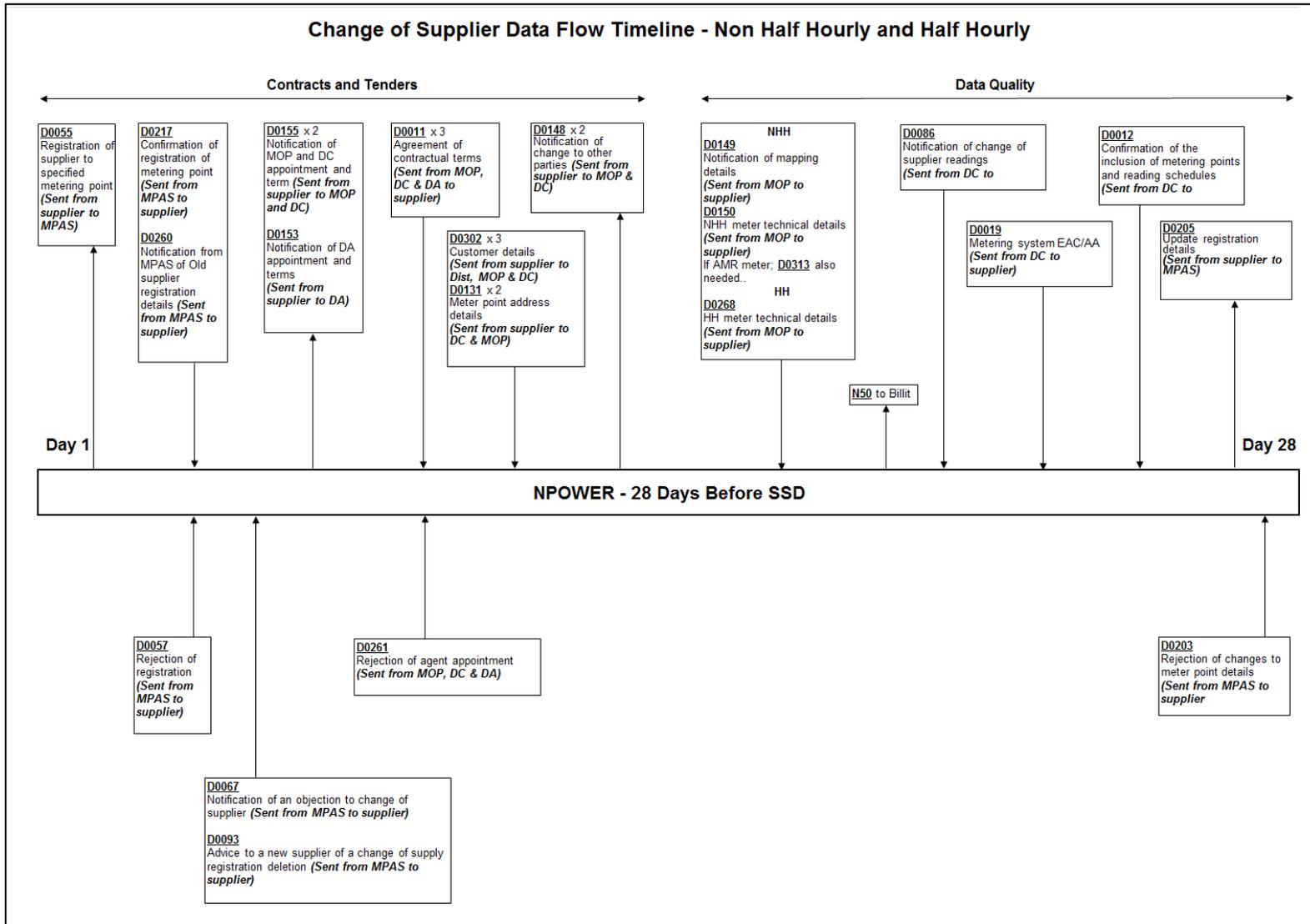
Albeit the Licence Lite operation shall be a dedicated profit centre with SAP, for the purposes of statutory reporting it shall be reported within the GLA's consolidated financial statements.

Working Capital Management

In order to minimise the working capital requirement for the Licence Lite operation, it is vital that the business manages its cash flow accordingly in order to be cash neutral. To facilitate this, the sequence of cash inflows / outflows should be as follows:

1. Verification Statement received from TPLS on **workday x**
2. Purchase Order requested from TfL for value of invoice to be raised by GLA Finance
3. SIRF requested by GLA to invoice TfL accordingly.
4. TfL is invoiced on **workday x** with payment terms of **x plus 7 days (net)**
5. Payment received by GLA on **workday x plus 9 days**
6. Purchase Order **requests submitted** to GLA Finance for respective payments to be made to the TPLS and the respective generators.
7. Payments processed to the TPLS and generators on **workday x plus y**

Appendix 1 - Change of Supplier Data Flow Timeline (Non- HH and HH)



Appendix 2 - Registration Exceptions

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
1	D0055	D0217	D0057	Instruction type invalid. Indicator may have been set incorrectly.	Check Instruction Type on D0055. If valid contact SMRS for further information, amend details if necessary and resend D0055	Npower	Incorrect set up in registration screens. Npower will amend and resend.
				MPAN core already exists. MPAN registered as NC (SP04. However, there is a current supplier registered.	Change New Connection Indicator in SPRITE. Maintain Loggers to N and send D0055.	Npower/GLA	Supply has been set up as a new connection; however, a previous supplier has been registered to this MPAN. Npower is to correct the issue and resend D0055. If request has been made via a NC by the GLA, GLA are to investigate.
				MPAN core unknown. MPAN does not exist in SMRS.	Contact ACM to contact customer to ascertain correct MPAN. If they provide new MPAN, ACM will add MPAN into loggers and create new proposal. Customer may need to contact SMRS.	GLA	The MPAN provided to Npower doesn't exist. We are unable to move forwards with registration/setup until correct MPAN is obtained
				Registration already exists. MPAN registered as NC. However, there is a	Change New Connection Indicator in SPRITE. Maintain Loggers to N and send D0055.	Npower	Indicator within SPRITE has been set incorrectly. Npower to amend to CoS and re-apply.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				current supplier registered.			
				Data aggregator unknown/no longer active. MPAN registered as CoS. DA we have requested no longer exists.	Contact the ACM informing them of situation and asking them to amend contract to show correct DA and re-accept.	GLA	DA used is no longer a valid Data Aggregator. Npower to amend and re-issue with details provided from the GLA - Customer contract agreement.
				Invalid data aggregator dates. DA start date differs from SSD.	Shouldn't happen in SPRITE as validation checks are in place.	Npower	If this occurs nPower are to investigate with IT to understand dates triggered via the D0055 and to then reissue D0055.
				Data collector unknown/no longer active. MPAN registered as CoS. DC we have requested no longer exists.	Contact the ACM informing them of situation and asking them to amend contract to show correct DC and re-accept.	GLA	DC used is no longer a valid Data Collector. Npower to amend and re-issue with details provided from the GLA - Customer contract agreement.
				Invalid data	Shouldn't happen in SPRITE as	Npower	If this occurs npower are

				collector appointment dates. DC start date differs from SSD.	validation checks are in place.		to investigate with IT to understand dates triggered via the D0055 and to then reissue D0055.
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Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Meter operator unknown/ no longer active. MPAN registered as CoS. MOP we have requested no longer exists.	Contact the ACM informing them of situation and asking them to amend contract to show correct MO and re-accept.	Npower/GLA	MOP used is no longer a valid Meter operator. Npower to amend to a valid MOP or customer contracted Meter operator as provided by the GLA.
				Invalid data aggregator - MPAN registered as CoS. DA we have requested never existed.	Contact the ACM informing them of situation and asking them to amend contract to show correct DA and re-accept.	GLA	MOP used is no longer a valid Meter Operator. Npower to amend to a valid MOP or customer contracted Meter operator as provided by the GLA.
				Meter time switch code	Contact ACM/CRM and ask them to amend the Loggers	Npower	Npower to amend set up of proposal to match metering

				Unknown. MPAN registered with invalid MTC that does not match SMRS.	and Proposal accordingly and reaccept.		point/echoes and to resend D0055.
				Invalid meter effective from dates. MOP start date differs from SSD	Shouldn't happen in SPRITE as validation checks are in place.	Npower	Npower to amend set up of proposal to match metering point/echoes and to resend D0055.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Invalid meter measurement class effective from dates. MPAN registered with invalid Measurement Class effective from date that does not match SMRS.	Contact ACM/CRM and ask them to amend the Loggers and Proposal accordingly and reaccept.	Npower	Npower to amend set up of proposal to match metering point/echoes and to resend D0055.
				Meter SSC/profile class unknown. MPAN registered with invalid combination for SSC and Profile Class that does not match	Contact ACM/CRM and ask them to amend the Loggers and Proposal accordingly and reaccept.	Npower	Npower to amend set up of proposal to match metering point/echoes and to resend D0055.

				SMRS.			
				Invalid SSC/profile class effective from dates. MPAN registered with invalid combination for SSC and Profile Class effective from dates that does not match SMRS.	Contact ACM/CRM and ask them to amend the Loggers and Proposal accordingly and reaccept.	Npower	Npower to amend set up of proposal to match metering point/ecoes and to resend D0055.
				Energisation status unknown		GLA	GLA will need to discuss with the customer if the supply is energised or de-energised. Old Supplier may need to be contacted requesting too update ecoes with the correct energisation status before we re-attempt registration.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Invalid supplier status effective from dates - Registration received by SMRS less than 2 clear working days prior to SSD.	Change the SSD and resend D0055.	Npower/GLA	Npower to trigger D0055 with valid EF. GLA to advise customer of start date.
				Invalid supplier registration effective	Change the SSD and resend D0055.	Npower/GLA	Npower to trigger D0055 with valid EF. GLA to

				from dates - Registration received by SMRS less than 2 clear working days prior to SSD.			advise customer of start date.
				Supplier not registered at metering point - MPAN registered as COS (SP01). However, there is no supplier ever registered.	Check with ACM if it is a new connection or a replacement and if it needs to be registered. Change New Connection Indicator in SPRITE - Maintain Loggers to Y and send D0055.	Npower/GLA	GLA are to confirm if the site is a new connection and meter installation is required. Npower to retrigger D0055 with flag set to NC.
				Supplier registration is currently objected - Current supplier has outstanding objection. SMRS now have a 10 day lockout on the MPAN.	Advise ACM that another supplier is attempting to register the site. If site does need to be registered, contact SMRS to find out when 10 days lock out will expire. On 11th day manually pull through MPAN and re-register.	GLA	GLA to contact customer to understand if an alternative supplier has been selected.
				No registration exists for metering point - MPAN registered as CoS. SMRS state it should be NC.	Flag as NC and re-send D0055.	Npower/GLA	GLA are to confirm if the site is a new connection and meter installation is required. Npower to retrigger D0055 with flag set to NC.

Instructions	Flow	Acceptance	Rejection	Rejection	Response	Responsibility	Comments
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	Sent	Flow	Flow	Breakdown			
				<p>MPAN is Disconnected - Previous supplier disconnected MPAN.</p>	<p>Contact SMRS to find out if a new MPAN has replaced old one. If they provide new MPAN contact ACM providing details and request them to set up new MPAN in the Exit Point and expire the old one once the new MPAN is found. If they say no, a new MPAN has not replaced the old one, contact customer to find out if MPAN is correct. If new MPAN is confirmed with the new MPAN id provided, contact ACM updating them on situation. Ask them to add new MPAN to the Exit Point and expire the old one once the new MPAN is found. Once they have completed this, manually pull through the MPAN and register. If SMRS refuse to give info, the customer will need to contact SMRS. If new MPAN id provided, follow above guidelines. If new MPAN is not provided contact ACM asking them to resolve.</p>	<p>GLA</p>	<p>GLA will need to talk with the customer to understand if the supply has been disconnected by the previous supplier. We are unable to take supply of disconnected sites.</p>

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Registration after disconnection date - Previous supplier disconnected MPAN.	Contact SMRS to find out if a new MPAN has replaced old one. If they provide new MPAN contact ACM providing details and request them to set up new MPAN in the Exit Point and expire the old one. customer will need to be contacted to find out if MPAN is correct. If SMRS refuse to give info customer will need to ring SMRS to request. If new MPAN id provided, contact ACM updating them on situation. Ask them to add new MPAN to the Exit Point and expire the old one. Once they have completed this manually pull through the MPAN and register. If new MPAN is not provided contact ACM asking them to resolve.	GLA	GLA will need to talk with the customer to understand if the supply has been disconnected by the previous supplier. We are unable to take supply of disconnected sites.
				Only "old" supplier allowed to raise objection on this metering point.		Npower	Contact the SMRS to confirm rejection is valid. D0055 will need to be re-triggered.
				Metering point has no objection		Npower	D0055 will need to be re-triggered.

				currently held against it.			
				No change of supplier request has been received for this metering point.		Npower	D0055 will need to be re-triggered with the flag marked as F.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Registration too soon after previous - Current supplier has registered MPAN within last 10 days. Lock out period is still in force.	Contact SMRS to find out when the next available date is for us to re-send registration. On the day after, manually pull through MPAN and re-register.	GLA	Npower to check set up has been created from correct requested date. GLA to contact customer to understand if an alternative supplier has been selected.
				Registration pre-dates previous - We have tried to re-register MPAN again for an earlier date.	Contact SMRS to find out when the next available date is for us to re-send registration. On the day after, manually pull through MPAN and re-register.	Npower/GLA	Npower to check set up has been created from correct requested date. GLA to contact customer to understand if an alternative supplier has been selected.
				Objection received after objection period has expired - 5 day objection window has expired. We have sent an objection outside this.		Npower	

				Profile class/standard settlement configuration cannot exist for HH meter - MPAN registered with invalid combination		Npower/GLA	Npower to check set up of contact and metering details provided. If mismatch exists, GLA to discuss with the customer.
				Future registration already exists - Currently a new supplier for X date in future. Our SSD precedes this date.	Change the SSD and resend D0055	GLA	GLA will need to speak with the customer to understand if they have gone to a alternative supplier or if this is an ET.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Attempted to energise metering point with incomplete set of data - D0055 is missing info.	Resend D0055 fully populated.	Npower	Npower will repopulate the D0055 flow and re-trigger
				Distribution data not supplied.		GLA	Distribution has not completed their part of the set-up, or have not updated with the corrected details. GLA will need to speak with customer to request DNO contacts and updates.
				Transaction	Resend D0055 fully	Npower	Npower will repopulate

				registration number and registration EFDs are incorrect	populated with correct EFD		the D0055 flow and re-trigger
				Profile class unknown - We are sending a COS registration where the old supplier has registered as skeleton New Connection but no updated all the data items at SMRS.	Contact the old supplier to complete registration at SMRS. Once complete re-submit D0055 or send D0055 fully populated.	GLA	GLA is to speak with either customer or old supplier explaining we are unable to register due to issues with the previous supplier. Npower are unable to speak on the customers behalf.
				Standard settlement configuration unknown - We are sending a COS registration where the old supplier has registered as skeleton New Connection but no updated all the data items at SMRS.	Contact the old supplier to complete registration at SMRS. Once complete re-submit D0055 or send D0055 fully populated.	GLA	GLA is to speak with either customer or old supplier explaining we are unable to register due to issues with the previous supplier. Npower are unable to speak on the customers behalf.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Incomplete instruction - We are sending a COS registration where the old supplier has registered as skeleton New Connection but no	Contact old supplier to update SMRS with D0205 or send registration fully populated.	GLA	GLA is to speak with either customer or old supplier explaining we are unable to register due to issues with the previous supplier. Npower are unable to

				updated all the data items at SMRS.			Speak on the customers behalf.
				Inconsistency between Measurement class and DA/DC type.		Npower/GLA	Npower to check set up (agent combinations and measurement class) any inconsistencies will need to be taken up with the customer via the GLA.
				Data aggregator type unknown - We are sending a COS registration where the old supplier has registered as skeleton New Connection but no updated all the data items at SMRS.	Contact old supplier to update SMRS with D0205 or send registration fully populated.	GLA	GLA is to speak with either customer or old supplier explaining we are unable to register due to issues with the previous supplier. Npower are unable to speak on the customers behalf.
				Data collector unknown/no longer active - We are sending a COS registration where the old supplier has registered as skeleton New Connection but no updated all the data items at SMRS.	Contact old supplier to update SMRS with D0205 or send registration fully populated.	GLA	GLA is to speak with either customer or old supplier explaining we are unable to register due to issues with the previous supplier. Npower are unable to speak on the customers behalf.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Initial registration - Not all required data	Contact SMRS for extra information, if it is because	Npower/GLA	Npower to contact SMRS to understand what data

				provided - Data missing on D0055.	MPAN is untraded ask for contact details so you can ask them to make the MPAN traded. Then ask when you can register the MPAN.		is required from Npower. GLA to contact customer regarding trading issued with DNO.
				Metering point is not 1998 traded - Metering point is cancelled.	Contact SMRS to find out if there is a new MPAN. Contact ACM to inform them they cannot use this MPAN and if relevant inform them of the new MPAN that SMRS provided	Npower/GLA	Npower to contact SMRS to understand If MPAN has been replaced. GLA to contact customer and advise of new MPAN.
				Objection Outstanding - Current supplier has outstanding objection. SMRS now have a 10 day lockout on the MPAN.	Contact SMRS to find out when 10 days lock out will expire. On 11th day manually pull through MPAN and re-register.	Npower/GLA	Npower to contact SMRS to understand lock out period. GLA to contact customer and advise of alternative suppliers request.
				Supplier already registered at metering point - We (NATP) are already registered to MPAN.		Npower	This happens when a flow has either not left egate or been processed through egate correctly meaning SPRITE is not up to date. Npower to check if they are already supplier of the site, if so, they are to speak with IT to resolve flow erros. If not, Npower are to speak with SMRS to understand if flows have been issued correctly back to Npower.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Invalid change of tenancy indicator - CoT indicator is incorrect on D0055.	Shouldn't happen in SPRITE. If it does contact SMRS to find out why they have rejected using this code.	GLA	GLA has advised that the customer is a new to the property. Npower will apply for property with the indicator set to T when issuing. If rejection received, GLA to are speak with customer to understand if CoT has taken place.
				Value provided is the same as current - Possibly duplicate D0055 sent.	Contact SPRITE support.	Npower	Npower to speak to IT to confirm flow release sequence.
				Pending change already exists - Suggests that current supplier has updated SMRS during the a period up to the last 10 days. Lock out period in force.	Contact SMRS to find out when 10 days lock out will expire. On 11th day manually pull through MPAN and re-register.	Npower	Npower to speak with SMRS (Ecoes) to confirm expiry date of lock out. Once date hits, Npower are able to retrigger D0055.
		D0260	D0067	If site is in debt in excess over £50.	Contact customer telling them to pay debt.	GLA	GLA to advise customer that their previous supplier has objected to the transfer. Reason will be unknown to Npower but due to industry guide lines, an objection will

							only happen due to the listed reasons.
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Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				If site is in a current contract.	Contact customer telling them to confirm there is no contract in place.	GLA	GLA to advise customer that their previous supplier has objected to the transfer. Reason will be unknown to Npower but due to industry guide lines, an objection will only be raised due to the listed reasons
				MPAN is related. Related MPAN has not been applied for.	Contact customer to explain a second MPAN is attached.	GLA	When MPANs are related we are required to take both supplies as of the same SSD due to feeding the same metering point. GLA will need to contact customer to confirm the second MPAN.
			D0093	A D0093 is received when the objection window has closed and NOT been lifted. The D0093 deletes the change of supply	The D0093 is not worked as an individual flow. The registration team will work the D0067. This is received from MPAS and notifies the New Supplier	Npower/GLA	Npower will re-issue the D0055 to re-attempt registration but will require confirmation from the GLA that the customer is free to leave the

				within Ecoes.	that the Old Supplier has objected to the Change of Supplier. E-mail: CustomerTransferResolutionNATP@npower.com		previous supplier to stop any further objections.
2	D0155 x 2	D0011 x3	D0261	No Contract - (MOP or DC) The Agents we are trying to appoint don't have a contract with the customer.	We need to call the customer to ask them who their MOP/DC contract is with and appoint them using the agent screen.	GLA	Agents are suggesting customer has not agreed a contract with them. GLA to contact the customer to confirm agent agreements.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Address appears to be inconsistent with postcode - Address is not matching that held on Royal Mail.	Address will need to be validated and updated in Loggers.	GLA	GLA will need to contact the customer to confirm the correct address for the customer's site and request update. Data held in ecoes does not match that of royal mail/area.
				Incorrect EFSD {REGI} where the D0155 is an apt amendment from the existing supplier - This occurs when flows have been triggered but have no left our SPRITE portal	CIP to be raised to correct this.	Npower	The data flow has been blocked by the SPRITE systems, IT interference is required to release.

				causing duplication after acceptance.			
				Retrieval Method Inconsistent with metering installed.	Manual or Remote.	Npower/GLA	If system error, Npower to resend the data flows with the correct Retrieval Method. If the details provided to Npower do not match those held in Ecoes, GLA is to contact customer to understand set up and agents required.
				Incompatible Measurement Class - Incorrect agent or services levels have been issued which do not match with the HH or NHH levels.	Resend with correct service levels/contract references.	Npower/GLA	If system error, Npower to resend the data flows with the correct service levels. If the details provided to Npower do not match those held in Ecoes, GLA is to contact customer to understand set up and agents required.

Instructions	Flow Sent	Acceptance Flow	Rejection Flow	Rejection Breakdown	Response	Responsibility	Comments
				Out Of Area - The agent is saying they do not reach that metering point.	Confirm address and speak with customer regarding who their agent should be.	GLA	Customer address held within Ecoes is invalid. Customer to confirm correct address as registered with Royal Mail.
	D0153						
3	D0302 x3						
	D0131 x2						
4	D0148 x2						

5	D0149						
	D0150						
	D0313						
	D0268						
6	D0086						
7	D0019						
8	D0012						
9	D0205		D0203				

Appendix 3 - Query Types and Escalation Timescales

Activity Name and Business Unit (i)	Activity Category (ii)	Time taken to raise activity (from receipt of email/call) (iii)	Expected length of completion (calendar days) for activity (iv)	Expected length of completion (Calendar days) For Activity to be raised, completed and Rebill to be processed (v)	Escalation invoked if activity not completed in line with expected length of completion (iv)		
					Stage 1	Stage 2	Stage 3
Customer Service							
Refund	C	Day + 2	30	39	33	56	86
Payment Enquiry	C	Day + 2	30	39	33	56	86
Write Off	C	Day + 2	30	39	33	56	86
Returned Invoice	C	Day + 2	30	39	33	56	86
General Enquiries	C	n/a	5	n/a	7	10	-
Billing Address Change	C	Day + 2	30	39	33	56	86
Customer Own Read	C	Day + 2	30	39	33	56	86
Direct Debit Mandate Required	C	Day + 2	30	39	33	56	86
Debt Point Change	C	Day + 2	30	39	33	56	86
New Registrations							
New Non Half Hourly Connection	A	Day + 2	60	69	65	90	120
New Half Hourly Connection	A	Day + 2	60	69	65	90	120
New UMS Connections	A	Day + 2	60	69	65	90	120
Additional Business	C	Day + 2	35		40	60	80
Billing							
VAT Declaration	C	Day + 2	30	39	33	56	86
Sites on Incorrect Group	C	Day + 2	30	39	33	56	86
Request for Manual Account	C	Day + 2	30	39	33	56	86
Incorrect Calendar	C	Day + 2	30	39	33	56	86
Group Billing Address Change	C	Day + 2	30	39	33	56	86
New Group Request	C	Day + 2	30	39	33	56	86
Copy Invoice Setup	C	Day + 2	30	39	33	56	86
Copy Invoice Request	C	Day + 2	30	39	33	56	86
CCL Declaration	C	Day + 2	30	39	33	56	86
Half Hourly Data Query	B	Day + 2	40	49	45	70	100
Consumption (Exc GVC & D300)	B	Day + 2	40	49	45	70	100
Consumption (Settlements)	B	Day + 2	40	49	45	70	100
Capacity & Maximum Demand (Settlements)	B	Day + 2	40	49	45	70	100
Contract & Tenders							
Contract Changes							
Change of Occupier	C	Day + 2	30	39	33	56	86
Change of Supplier	C	Day + 2	30	39	33	56	86
Contract Rates (SPRITE/BILLIT Mismatch)	C	Day + 2	30	39	33	56	86
Consumer Name Change	C	Day + 2	30	39	33	56	86

Activity Name and Business Unit (i)	Activity Category (ii)	Time taken to raise activity (from receipt of email/call) (iii)	Expected length of completion (calendar days) for activity (iv)	Expected length of completion (Calendar days) For Activity to be raised, completed and Rebill to be processed (v)	Escalation invoked if activity not completed in line with expected length of completion (iv)		
					Stage 1	Stage 2	Stage 3
Contract & Tenders							
Contract Changes							
Green/GQCHP Rate Amendment	C	Day + 2	30	39	33	56	86
Missing Contract Periods	C	Day + 2	30	39	33	56	86
Rates Amendment	C	Day + 2	30	39	33	56	86
Sales Channel/Ledger Change	C	Day + 2	30	39	33	56	86
Start Date	C	Day + 2	30	39	33	56	86
Unbilled	C	Day + 2	30	39	33	56	86
Contract Deleted in Error	C	Day + 2	30	39	33	56	86
TUoS/TLoss/DUoS/DLoss Amendment	B	Day + 2	40	49	45	70	100
Settlements & Agent Charges/ Site/Main Location Address Change/Amendment	C	Day + 2	30	39	33	56	86
Incomplete Registration	B	Day + 2	40	49	45	70	100
Erroneous Transfer	A	Day + 2	60	69	65	90	120
Split MPAN	A	Day + 2	60	69	65	90	120
Agent Schedule Amendments (Read Frequency)	A	Day + 2	60	69	65	90	120
Change of Agent	B	Day + 2	40	49	45	70	100
DUoS / TUoS Charge	B	Day + 2	40	49	45	70	100
Consolidation Level	C	Day + 2	30	39	33	56	86
Settlements & Agent Charge	B	Day + 2	45	54	50	70	90
Payment Term Amendment	C	Day + 2	30	39	33	56	86
Metering & Settlements							
Meter Fault	A	Day + 2	60	69	65	90	120
Replace/Fix Meter	A	Day + 2	60	69	65	90	120
Upgrade/Dow ngrade	A	Day + 2	60	69	65	90	120
Accuracy Test (Site Visit)	A	Day + 2	60	69	65	90	120
De/Re-Energisation	A	Day + 2	60	69	65	90	120
Energisation Status Query	A	Day + 2	60	69	65	90	120
Meter Reloca ion	A	Day + 2	60	69	65	90	120
CoMC/Reverse CoMC	A	Day + 2	60	69	65	90	120
Technical Details - Site Visit	A	Day + 2	60	69	65	90	120
Temporary De-Energisation	A	Day + 2	60	69	65	90	120
Logical Disconnection	A	Day + 2	60	69	65	90	120
Physical Disconnection	A	Day + 2	60	69	65	90	120
MAP04	A	Day + 2	60	69	65	90	120
Line Loss Factor	C	Day + 2	30	39	33	56	86
Reac ive Pow er Charge	B	Day + 2	40	49	45	70	100
Update Access Details	C	Day + 2	30	39	33	56	86
Meter Reading Required	A	Day + 2	60	69	65	90	120
D300	A	Day + 2	60	69	65	90	120
MAP09	A	Day + 2	60	69	65	90	120

Appendix 5 - Sales Invoice Request Form (SIRF)

ALL THE INFORMATION REQUIRED BELOW HAS TO BE FILLED IN CORRECTLY BEFORE AN INVOICE CAN BE PROCESSED
 IT IS ADVISABLE FOR THE ORIGINATOR TO FILE A COPY OF THIS FORM FOR THEIR AUDIT AND RECORD PURPOSES

To: Financial Services Accounts Receivable Floor 6 - PP 9 Financial Services Tel: 020 7983 4159/4863	From:	
	Department:	
	Ext. No:	

Customer Data

Company		Date:	
Address		PO No./Ref:	
		Contact Name	
		Co'y Reg No.	
Post Code		Tel. No.	
		Fax No:	
e-mail		Vendor No*	

Special Instructions	
Invoice Details/Description of Services	

Fees & Charges - Please state how the charge has been determined with reference to the Fees & Charges Schedule

Any discount applied should be clearly stated on the face of the SIRF

Description of Goods/Services	Income Code	W B S Code	£/Unit	QTY	Total Price £
				SUBTOTAL	£
				VAT at 20%	£
				TOTAL	£

Please attach a copy of the signed Contract /Framework Agreement/ Customer PO

NEW CONTRACT/Framework Agreement - PERIOD OVER WHICH THE SERVICES WILL BE PROVIDED			
START DATE		END DATE	
EXISTING/RENEWAL OF CONTRACT/Framework Agreement - PERIOD THIS INVOICE COVERS			
START DATE		END DATE	

AUTHORISATION

Requested By (Originator):	
Signature:	
Print Name	
Date:	

I authorise the above Invoice to be raised.	
Approved by (Authorised Signatory):	
Signature:	
Print Name:	
Date:	

FINANCE USE ONLY	
RETURNED TO ORIGINATOR	DATE
VAT CHECKED	

Appendix 6 - SAP Product Categories

Product code	Description	Account code	Account code description
90111502	Accommodation - International	537000	Hotel Accommodation
90111500	Accommodation - UK	537000	Hotel Accommodation
71100128	Bank Charges	544000	Bank Charges
71100232	Buildings Maintenance - Dilapidations	510030	Dilapidations
71100277	Childcare vouchers	504702	Childcare Vouchers
10101512	Civil Const.&Maint.-Contracted Services-Buildings	550010	Contracted Services Buildings
71100263	Compulsory Purchase Orders	542317	Expenditure
71100211	Conference delegate fee	504210	Conferences & Seminars
71100233	Contracted Services - Housing - Rough Sleeping	542800	Hsg-Rough Sleeping
80111600	Contractors - Agency Staff	502000	Agency Staff
10101603	Contractors - Fixed Term	502020	Consultants (Contractors)
71100265	Cost of Acquisition	587070	Impairment of Investment
71100276	CRB checks	504701	CRB Checks
71100278	Cycle 2 work bikes	504703	Cycle to work bikes
71100261	Disposal Fees - Legal	587015	Disposal Fees - Legal
71100260	Disposal fees - Property / Valuers	587016	Disposal Fees - Property
71100023	Donations Charitable	543010	Charitable Donations
95102313	Equipment Hire - Equipment (Non Office)	530020	Equipment Hire & Rental
95102900	Equipment Hire - Office Equipment	530020	Equipment Hire & Rental
71100267	Equity Investment	587071	Equity Investment
71100264	Estate Agents Fee	510014	Estate agents fees
71100209	Event Management Services	542330	Event Management Fee
72101500	Facilities - Building Maintenance - Associated Equipment	510000	Building Maintenance & Repairs
72100000	Facilities - Building Maintenance - Fabric & Finishes	510000	Building Maintenance & Repairs
71100052	Facilities - Building Passes	533050	Ticket & Pass Production
71100057	Facilities - Canteen Equipment	562000	Plant & Equipment Purchases
71100056	Facilities - Fire Appliances & Systems	510620	Fire and Safety Equipment
71100053	Facilities - Lift Maintenance & Inspections	510002	Lift Maintenance
71100054	Facilities - Maintenance Kitchen Equipment	510005	Electrical Equipment Maintenance
42000000	Facilities - Medical Equipment & Supplies	504420	Medical & First Aid Materials
71100058	Facilities - Pest Control	510630	Health & Safety Pest Control
71100060	Facilities - Recycling	510715	Recycling
71100059	Facilities - Security Services (external)	510025	Security Services (Guards)
46170000	Facilities - Security Systems & Equipment	510020	Security Equipment
76121500	Facilities - Waste collection	510710	Non Recyclable Waste Disposal/Refuse Col
76111500	Facilities Services - Office Cleaning	510700	Office Cleaning
90101603	Facilities Services-Catering & Vending (incl. Water Coolers)	531010	Caterers Service Charges
71100325	GLA Consultancy - Commissioned Reports	542051	Consultancy-Commissioned Report
71100322	GLA Consultancy - Evaluation/ Assessment	542001	Consultancy Evaluation Assessment
71100330	GLA Consultancy - External Audit Services	542353	External Audit Fees
71100328	GLA Consultancy - Financial Services	542000	Management & Support Consultancy
71100329	GLA Consultancy - Legal Services	542300	Legal Fees
71100326	GLA Consultancy - Management	542000	Management & Support Consultancy
71100331	GLA Consultancy - Management - Group Framework	542351	Internal Audit Fees
71100321	GLA Consultancy - Planning & Development	542060	Planning & Development Consultancy
71100323	GLA Consultancy - Project Management	542002	Consultancy-Project Management
71100324	GLA Consultancy - Research	542050	Research & Study Fees
71100305	GLA FM Equipment	530000	Furniture & Equipment
71100304	GLA FM Minor Services	530000	Furniture & Equipment
71100205	Grants / Funding paid to External Organisations	544075	Grants to External Organisations

Product code	Description	Account code	Account code description
83111600	IT/IM Telecommunications & Networking - Mobile Phone Rental	535020	Mobile Phone Line Rent, Calls & Equipmen
72102902	Landscaping services	510900	Horticultural Expenses
91111502	Laundry services	542500	Miscellaneous Costs
95161406	Maintenance or repair of fencing materials	510020	Security Equipment
45131604	Marketing, Advertising & PR - Photography and Video	540100	Photography & Video
71100306	Minor Property Expenses	510090	Minor Property Expenses
71100285	Mkt- Agency fees paid to marketing agencies	540014	Agency Fees Paid To Marketing Agencies
71100296	Mkt- Art and poetry installations and programmes	540025	Art And Poetry Installations And Programmes
71100294	Mkt- Customer research and counts	540023	Customer Research And Counts
71100297	Mkt- Data hosting, email design and transmission inc SMS	540026	Data Hosting Email Design And Transmission Inc SMS
71100293	Mkt- Design and production of fares information	540022	Design And Production Of Fares Information
71100292	Mkt- Design and production of maps and timetable publicity	540021	Design & Production Of Maps & Timetable Publicity
71100290	Mkt- External events, roads shows and face to face	540019	External Events Roads Shows And Face To Face
71100283	Mkt- Marketing strategy and consultancy	540012	Marketing Strategy And Consultancy
71100302	Mkt- Monitoring of PR and social media	540031	Monitoring Of PR And Social Media
71100287	Mkt- Non permanent signage and way finding	540016	Non Permanent Signage And Way Finding
71100303	Mkt- Partnership marketing - costs incurred	540032	Partnership Marketing - Costs Incurred
71100284	Mkt- Photography and video design and production	540013	Photography And Video Design And Production
71100301	Mkt- PR Cost, Product Cost & PR Fees	540030	PR Cost Product Cost & PR Fees
71100299	Mkt- Printing for customer info materials	540028	Printing For Customer Info Materials
71100298	Mkt- Printing for marketing materials	540027	Printing For Marketing Materials
71100286	Mkt- Production, artwork and design for marketing	540015	Production Artwork And Design For Marketing
71100291	Mkt- Promotions, incentives, merchandise, give-aways	540020	Promotions Incentives Merchandise Give-Aways
71100288	Mkt- Radio, TV, press, poster, cinema airtime and space	540017	Radio TV Press Poster Cinema Airtime And Space
71100295	Mkt- Research for marketing campaigns and activities	540024	Research For Marketing Campaigns And Activities
71100289	Mkt- Social media and digital advertising space	540018	Social Media And Digital Advertising Space
71100300	Mkt- Storage and distribution of publicity materials	540029	Storage And Distribution Of Publicity Materials
71100282	Mkt-Statutory ads, notices, communications and consultations	540011	Statutory Ads Notices Communications & Consultatio
71100132	Non Standard Stationery	533010	Stationery
71100004	Office Equipment - Fax Machines	530000	Furniture & Equipment
71100279	Office Equipment - Laminator, Shredder, Others	530000	Furniture & Equipment
95161100	Office Equipment - repairs & maintenance	530010	Equipment Repairs & Maintenance
71100003	Office Support - Accommodation Moves	533030	Office Accommodation Moves
55121804	Office Support - Badges, badge holders - not building passes	533010	Stationery
14111604	Office Support - Business cards	533010	Stationery
78102200	Office Support - Couriers	535400	Couriers
71100217	Office Support - Data Purchase	533101	Data Purchase
78131602	Office Support - Document Archive & Storage	533040	Document Archive & Storage
90111600	Office Support - External Meeting room hire and expenses	537100	External Meeting Room Hire & Expenses
56100000	Office Support - Office Furniture	530000	Furniture & Equipment
44121604	Office Support - Postage	535300	Postage
55101500	Office Support - Printed & Online Publications	533100	Publications & Periodicals
82121507	Office Support - Printing and reprographics	533000	Printing
71100002	Office Support - Publications and Subscriptions	533100	Publications & Periodicals
14111509	Office Support - Stationery	533010	Stationery
31211500	Paints and primers	561000	Maintenance Materials
71100218	Payroll Services fees	542321	Payroll Services Fees
71100230	Plants/ Horticultural Expenses	510900	Horticultural Expenses
71100210	Professional Fees - Other	542355	Other Professional Fees
71100253	Property - External Building Maintenance	510001	External Building Maintenance

Product code	Description	Account code	Account code description
24112401	Tool chests - boxes - cabinets	561000	Maintenance Materials
71100120	Trade Mark Registration	542360	Trade Mark Registration
71100219	Transcription	542322	Transcription
71100220	Translation - Sign Language	542323	Translation Sign Language
71100006	Travel - Business Entertainment	538000	Business Entertaining
71100231	Travel - Business Fares	520410	Business Fares
90101600	Travel Expenses - Refreshments - Contractors only	537010	Meals Refreshments & Subsistence
24101706	Trolleys and Accessories	562000	Plant & Equipment Purchases
53102700	Uniforms & Clothing - (non- Stores)	532000	Uniforms
14111803	Uniforms & Clothing - Cleaning Vouchers	532000	Uniforms
83101800	Utilities - Electricity	510100	Electricity
83101600	Utilities - Gas	510200	Gas
71100008	Utilities - Water	510300	Water
71100270	Valuation Fees	510012	Valuation Fees
76111800	Vehicles - Cleaning	520020	Vehicle Cleaning
15101505	Vehicles - Diesel fuel	520010	Vehicle Running Costs
15101507	Vehicles - Petrol fuel	520010	Vehicle Running Costs
95161001	Vehicles - Vehicle Repairs & Maintenance	520000	Vehicle Repairs & Maintenance

GLA Action List

Action	Detail	Responsible	Completed
TPLS Protocols			
Metering Registration			
Metering Data Collection			

Supplier Transfer Process			
Top-up, Spill and Imbalance Management			
Consumption Reporting			
Query Management			
Code Compliance Reporting			
Verification Statement and TPLS Billing			
	Prepare agreed timeline of period end billing process. End-to-end process from Verification Statement to payment.		
GLA Protocols			
Supplier Transfer Process			
Generation Output Forecasts			

Financial Reporting			
	<p>Agree initial Management Fee structure with GLA Finance. Incorporate agreed charges relating to:</p> <ul style="list-style-type: none"> - GLA salaries and related costs (pro rata) for time spent on the project. - Desk space utilised. - GLA Finance journal processing. 	SP/RT	
	Prepare period end journal checklist to capture the required journals for GLA Finance to input.	SP	
	Agree initial SAP nominal codes for period end journal entries.	SP	
	<p>Management accounts pack – Prepare financial statements templates for inclusion in the monthly management accounts. To include:</p> <ul style="list-style-type: none"> - Executive Summary - Key Performance Indicators - Profit and loss - Cash flow statement - Balance Sheet - Revenue and margin variance analysis with commentary. - Overhead variance analysis with commentary. 	SP	

GLA Finance contact: [REDACTED]

Schedule 6

Import Metering Equipment

The initial Customer:

Transport for London (TfL)

The initial Customer's MPANs:

(1) Northfields Depot – [REDACTED]

(2) Northumberland Park Depot - [REDACTED]

Schedule 7

GLA Policies

GLA STANDARD TERMS

1 Compliance with Policies and Law

1.1 TPLS, at no additional cost to LL:

- 1.1.1 undertakes to procure that all TPLS's employees, agents, sub-contractors and staff ("**Personnel**") comply with all of LL's reasonable policies and standards that are relevant to the performance of the Services, (including LL's Dignity at Work policy as updated from time to time and with LL's Code of Ethics as updated from time to time and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations as may be specified by LL. LL shall provide TPLS with copies of such policies and standards on request.
- 1.1.2 shall comply with and ensure that TPLS's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of TPLS's or LL's business, from time to time in force which are or may become applicable to the subject matter of this Agreement. TPLS shall promptly notify LL if TPLS is required to make any change to the Agreement for the purposes of complying with its obligations under this paragraph 1.1.2 and such a change shall be treated as a Qualifying Change in Law;
- 1.1.3 without limiting the generality of paragraph 1.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 1.1.4 acknowledges that LL is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief,

age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In relation to its obligations under this Agreement, TPLS shall, where relevant, assist and cooperate with LL where possible in satisfying this duty;

1.1.5 acknowledges that LL is under a duty under section 404(2) of the Greater London Authority Act 1999 to have due regard to the need to:

1.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

1.1.5.2 eliminate unlawful discrimination; and

1.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in complying with its obligations under this Agreement shall, where relevant, assist and co-operate with LL where possible to enable LL to satisfy its duty.

1.2 TPLS shall:

1.2.1 comply with policies developed by LL with regard to compliance with LL’s duties referred to in paragraphs 1.1.4 to 1.1.5 as are relevant to the Agreement and TPLS’s activities;

1.2.2 obey reasonable directions from LL with regard to the conduct of the Agreement in accordance with the duties referred to in paragraphs 1.1.4 to 1.1.5;

1.2.3 assist, and consult and liaise with, LL with regard to any assessment of the impact on and relevance to the Agreement of the duties referred to in paragraphs 1.1.4 to 1.1.5;

- 1.2.4 provide to LL, upon request, such evidence as LL may require for the purposes of determining whether TPLS has complied with this paragraph 1.2. In particular, TPLS shall provide any evidence requested within such timescale as the Buyer may require, and co-operate fully with LL during the course of LL's investigation of TPLS's compliance with its duties under this paragraph 1.2; and
- 1.2.5 promptly notify TPLS's Personnel and LL of any health and safety hazards that exist or may arise in connection with the performance of TPLS of its obligations under the Agreement; and
- 1.2.6 without limiting the generality of paragraph 1.1, comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

1.3 In all cases, the reasonable costs of compliance with this Schedule 7 shall be borne by TPLS.

1.4 In carrying out its obligations under this Agreement, TPLS shall, where relevant, (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as TPLS's activities may impact on the environment) to the need to:

- 1.4.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 1.4.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 1.4.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 1.4.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

2 Corrupt Gifts and Payment of Commission

TPLS shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of LL or LL's Group nor favour any employee, officer or agent of any member of LL's Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of LL's Group other than as a representative of LL, without LL's prior written approval.

3 Freedom of Information and Transparency

3.1 For the purposes of this paragraph 3:

3.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

3.1.2 **"Information"** means information recorded in any form held by LL or by TPLS on behalf of LL; and

3.1.3 **"Information Access Request"** means a request for any Information under the FOI Legislation.

3.2 TPLS acknowledges that LL:

3.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with LL to enable LL to comply with its obligations under the FOI Legislation; and

3.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from TPLS.

3.3 TPLS shall and shall procure that its sub-contractors (if any) shall:

- 3.3.1 transfer to the Contract Manager (or such other person as may be notified by LL to TPLS) each Information Access Request relevant to the Agreement or any member of LL's Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 (two) Business Days of receiving such Information Access Request; and
- 3.3.2 in relation to Information held by TPLS on behalf of LL, provide LL with details about and copies of all such Information that LL requests and such details and copies shall be provided within 5 (five) Business Days of a request from LL (or such other period as LL may reasonably specify), and in such forms as LL may reasonably specify.
- 3.4 LL shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 3.5 TPLS shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by LL.
- 3.6 TPLS acknowledges that LL is subject to the Transparency Commitment. Accordingly TPLS hereby gives its consent for LL to publish the Contract Information to the general public.
- 3.7 LL may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion LL may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 3.8 LL may in its absolute discretion consult with TPLS regarding any redactions to the Contract Information to be published pursuant to this Schedule. LL shall make the final decision regarding both publication and redaction of the Contract Information.

4 Interpretation

- 4.1 For the purposes of this **Schedule 7 (GLA Policies)**, the following words shall have the meaning set out below:

- 4.1.1 **“Code of Ethics”** means [GLA to provide link to relevant document];
- 4.1.2 **“Contract Information”** means [this Agreement and any documents or other information produced pursuant to this Agreement];
- 4.1.3 **“Dignity at Work”** means [GLA to provide link to relevant document]; and
- 4.1.4 **“Transparency Commitment”** means [GLA to provide link to relevant document].

SCHEDULE 8

COMPETITION DO'S AND DON'TS - CODE OF CONDUCT

Definitions used in this Schedule:

“Contract Data” means information in any format relating to:

- a) the types of data;
- b) the means of collecting, communicating, tagging and processing of data;
- c) exchanges of data;

in each case, to the minimum extent necessary to give effect to this Agreement and to the performance of the Services.

PART 1: CONDUCT OF MEETINGS

1. All meetings shall follow an agenda which shall have been circulated in advance. Attendees may raise limited other non-agenda items only under the item of AOB.
2. Issues raised under AOB shall not constitute any of the prohibited topics listed in Part 2 below.
3. Full minutes shall be taken of all meetings, with copies circulated to all attendees, and shall include a list of all attendees, any objections raised by any of the attendees and requests by any attendees to end discussions on certain topics or to avoid certain subjects.
4. In the event that an attendee becomes aware of any discussion, communication or exchange of information which appears to be capable of or intended to restrain or distort competition in any way, then that attendee should raise the issue, seek to terminate all such discussions and absent themselves from it ensuring that the objective is recorded in the minute.
5. No ad hoc or unofficial sub-meetings shall be held.
6. Save in respect of Contract Data, generic and publicly available data and assumptions only shall be used and any calculations or designs created or used in any meeting shall only use such publicly available data.

7. Attendees must not enter into any form of agreement or understanding with one another (whether written or unwritten, explicit or implicit, and whether or not intended to be legally binding) in relation to:
 - 7.1 current or future pricing (save in respect of the pricing of the Services or any other charge made under this Agreement);
 - 7.2 the products or services their companies will supply or not supply (other than in respect of the Services or extension of the scope of the Services);
 - 7.3 the geographic areas their companies will focus on or not focus on (save to the extent necessary to address network locational technology or charging issues, in either case relevant to the performance of the Services);
 - 7.4 the suppliers or customers their companies will deal with or not deal with (save to the extent relevant to the performance of the Services);
 - 7.5 the technologies or methodologies that their companies will use or not use (save to the extent necessary to enable the performance of the Services); or
 - 7.6 any other element of their companies' future market behaviour.
8. There should be no signalling or clarification between the companies of their respective future market behaviour.
9. No particular route or methodology should be either prescribed or recommended and companies should be able to make individual choices from a range of their own individual different options.

PART 2: INFORMATION EXCHANGE

1. Attendees must not exchange (or unilaterally impart) information (either directly or indirectly, and whether during a formal or informal meeting, social gathering or other exchange including any corridor discussions) of any of the following types (this list is indicative, and non-exhaustive):

- 1.1 Prices, pricing strategy, profits, profit margins, cost information (save in respect of the pricing of the Services or any other charge made under this Agreement);
 - 1.2 Market trends, market shares or marketing policy;
 - 1.3 Supplier details, contracting strategies, contract terms or contract tenders (save in respect of the terms of this Agreement);
 - 1.4 Credit terms or credit limits (save as may be required under this Agreement);
 - 1.5 Individual investment or technical development (save to the extent relevant to the performance of the Services);
 - 1.6 Individual business plans or strategies;
 - 1.7 The value to a company of any of the potential cost reductions that may be achieved in the context of the collaboration
 - 1.8 Any specific financial or other data, inputs or assumptions used in any model, investment appraisal, forecast or analysis (save in respect of Contract Data);
 - 1.9 Individual output, capacity, production, production plans or any restrictions in respect of these (save in respect of Contract Data);
 - 1.10 Any information which may lead to co-ordination of behaviour between the companies, or which could influence future behaviour (save to the extent necessary to enable the performance of the Services).
2. These restrictions on the exchange of information shall apply in respect of all of the parties' existing or new build supply, wholesale, generation and trading businesses, and the information described in this Part 2 should not be exchanged (even if in the public domain or available from other sources).
 3. In addition attendees should ensure that:-
 - 3.1 they only disclose information that they know to be factual and accurate;

- 3.2 they avoid disclosing or discussing information based on subjective opinion;
- 3.3 they avoid forecasting;
- 3.4 they avoid sharing preferences with other attendees;
- 3.5 they do not make recommendations to other attendees as to how they should proceed;
- 3.6 information exchanged is always considered within the context of the purpose for which it was exchanged;
- 3.7 they encourage fair competition in the market place.