NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED (1)

and

[ ] (2)

______________________________

SERVICE AGREEMENT FOR THE PROVISION OF A CONSTRAINT MANAGEMENT INTERTRIP SERVICE AT

______________________________

CONTRACT LOG NO:

© NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED
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This AGREEMENT is dated 2023

BETWEEN:

(1) NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED, a company registered in England (company number 11014226) whose registered office is at 1-3 Strand, London, WC2N 5EH (the “Company” which expression shall include its permitted successors and/or assigns); and

(2) [COMPANY], a company registered in [England/Scotland] under company number [NUMBER] whose registered office is at [ADDRESS] (the “Generator” which expression shall include its permitted successors and/or assigns),

each a “Party” and together the “Parties”.

BACKGROUND:

(A) The Company has a requirement for a Constraint Management Intertrip Service in relation to the EC5 constraint boundary.

(B) The Responsible TO owns, operates and maintains an intertrip scheme to which the Power Station is to be connected. The Constraint Management Intertrip Service involves the arming of that intertrip scheme by the Responsible TO on the instruction of the Company and may result in the tripping of the Generator’s generating units at the Power Station.

(C) The Generator has agreed to provide a Constraint Management Intertrip Service on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, including in the recitals hereto, unless the subject matter or context otherwise requires or is inconsistent therewith, or unless expressly defined herein the definitions set out in Schedule 1 shall apply.

1.2 In this Agreement:

1.2.1 except where the context otherwise requires, references to a particular Clause, Paragraph, Appendix or Schedule shall be a reference to that Clause, Paragraph, Appendix or Schedule in or to this Agreement;

1.2.2 the table of contents and headings are inserted for convenience only and shall be ignored in construing this Agreement;

1.2.3 references to the words “include” or “including” are to be construed without limitation;

1.2.4 except where the context otherwise requires, any reference to an Act of Parliament or any Part or Section or other provision of, or Schedule to, an Act of Parliament shall be construed, at the particular time, as including a reference to any
modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant Act of Parliament;

1.2.5 references to the masculine shall include the feminine and references in the singular shall include references in the plural and vice versa; and

1.2.6 except where the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

2. **COMMENCEMENT AND TERM**¹

2.1 This **Agreement** shall come into effect on the **Effective Date** and without prejudice to earlier termination in accordance with Clause 7 (Termination), Clause 21 (Force Majeure) or Clause 23 (Anti-Bribery) shall continue in force and effect until the **Service Term**.

2.2 The **Parties** shall, if so requested by the **Company**, meet prior to the expiry of the **Service Term** in order to discuss whether to extend this **Agreement** for a further period.

3. **SERVICE OBLIGATIONS**

3.1 **Availability of Service**

3.1.1 The **Generator** agrees to the **Commercial Intertrip Scheme** being **Armed** by the **Responsible TO** on the **Company**’s instruction in respect of its **Contracted Units** at any time and from time to time when **Active Power** is being exported to the **National Electricity Transmission System** from the **Contracted Units** in accordance with and subject to the terms and conditions of this **Agreement**, save where the **Contracted Units** are subject to a **Relevant Contract** or a **Relevant Requirement** (in either such case the **Contracted Units** will be treated as unavailable for the **Constraint Management Intertrip Service**).

3.2 **Instruction to Arm**

3.2.1 Where the **Company** has a requirement for **Arming** of the **Commercial Intertrip Scheme** at any time during the **Service Term**, then subject always to Clause 3.2.2, it will instruct the **Responsible TO** to **Arm** the **Commercial Intertrip Scheme** and to notify the **Generator** accordingly (“**Arming Instruction**”) by telephone and by email to the number and email address set out in Schedule 2, Part 4, specifying:

(a) the selected **Trip Conditions**;

¹ For plant requiring a new connection, the Agreement will be conditional on the connection being completed.
(b) the date and time from when the Commercial Intertrip Scheme will be Armed; and

(c) the specific Contracted Units in respect of which the Commercial Intertrip Scheme will be Armed.

3.2.2 The Company may not issue an Arming Instruction with respect to any Contracted Unit in relation to any period where:

(a) that Contracted Unit is intended by the Generator (as shown by the prevailing Physical Notification) to be Desynchronised for whatever reason thereby rendering the Commercial Intertrip Scheme unavailable in respect of such Contracted Unit; or

(b) the Company has been notified by the Generator in accordance with Clause 3.8 that the Contracted Unit is not available to the Commercial Intertrip Scheme

3.3 Arming

3.3.1 The Generator acknowledges that the Arming of the Commercial Intertrip Scheme in respect of the Contracted Units may be instructed when the Contracted Units are exporting to the National Electricity Transmission System.

3.3.2 The Generator further acknowledges that, during an Arming Period, if it does not Deload a Contracted Unit within ten (10) seconds after receiving a signal from the Commercial Intertrip Scheme, the relevant Circuit Breakers will be opened by the Commercial Intertrip Scheme automatically.

3.4 Disarming

3.4.1 The Company may instruct the Responsible TO to Disarm the Commercial Intertrip Scheme (“Disarming Instruction”) and to notify the Generator accordingly.

3.4.2 Notwithstanding the above, for the purposes of this Agreement the Commercial Intertrip Scheme shall be deemed to be Disarmed with respect to any Contracted Unit where:

(i) that Contracted Unit is Desynchronised for whatever reason; or

(ii) that Contracted Unit is tripped otherwise than in accordance with a signal from the Commercial Intertrip Scheme.

such Disarming to be deemed to be effective from the commencement of the Settlement Period in which such Desynchronisation, or trip occurred until the
Company is notified of the restored availability of the Contracted Unit for participation in the Commercial Intertrip Scheme in accordance with Clause 3.8.2.

3.5 Tripping

3.5.1 Following each Trip, and with respect to the relevant Contracted Units the Commercial Intertrip Scheme shall be deemed to be Disarmed pursuant to Clause 3.4.2(i) or Clause 3.4.2(ii) as appropriate until the end of the Balancing Mechanism Window.

3.5.2 Without prejudice to the Generator’s obligations under Grid Code OC7, upon each incidence of Tripping, the Generator shall, as soon as reasonably practicable, notify the Company of the cessation of the export of Active Power from the Contracted Units by facsimile or email.

3.5.3 The Generator shall, following a Trip of a Contracted Unit:

(a) Resubmit the MEL for that Contracted Unit to reflect an Output of 0MW until the end of the Balancing Mechanism Window and in accordance with BC1 of the Grid Code;

(b) Maintain the Output of that Contracted Unit at 0MW until notified by the Company that it may Resynchronize the Contracted Unit;

(c) Continue to submit the Physical Notification that would have been made had the Trip not occurred and Bid-Offer Data that would enable the Company to instruct Output of the Contracted Unit to 0MW, in each case, in accordance with BC1 of the Grid Code; and

(d) In the event of a Trip not caused by the Commercial Intertrip Scheme, continue to submit MEL to zero until the Company agrees otherwise.

3.6 Payments

3.6.1 In consideration of the Generator complying with its obligations, and subject to any notification under Clause 3.8.1, the Company shall pay to the Generator in accordance with Clause 4 (Payment) an amount (the “Arming Payment”) calculated for each relevant Contracted Unit and by reference to: (1) the Arming Payment Rate; and (2) the period in respect of which the Commercial Intertrip Scheme is Armed by the Company (the “Arming Period”).

3.6.2 In respect of each Trip of a Contracted Unit, the Company shall (subject to Clause 3.6.3) pay to the Generator in accordance with Clause 4 (Payment) an amount (the “Tripping Payment”) calculated by reference to the Tripping Payment Rate.

3.6.3 For the avoidance of doubt, the Parties agree that no Tripping Payment shall be made where:
(a) reduction in Active Power Output of a Contracted Unit occurred otherwise than in accordance with a signal from the Commercial Intertrip Scheme to that Contracted Unit; or

(b) reduction in Active Power Output of a Contracted Unit occurred outside of an Arming Period; or

(c) reduction in Active Power Output of a Contracted Unit occurred following a withdrawal of availability in accordance with Clause 3.8.1 and before the Company is first notified of the restored availability of the Commercial Intertrip Scheme pursuant to Clause 3.8.2; or

(d) reduction in the Active Power Output of a Contracted Unit occurred pursuant to a Relevant Requirement

3.6.4 For the purposes of the ABSVD Methodology Statement the reduction in Output of Active Power following operation of the Commercial Intertrip Scheme resulting in disconnection of a Contracted Unit shall be determined in accordance with the provisions of Schedule 2, Part 2.

3.6.5 If, following the operation of the Commercial Intertrip Scheme resulting in disconnection of a Contracted Unit, a Bid Offer Acceptance has not been issued by the Company with effect from the end of the Balancing Mechanism Window, the Company shall pay compensation calculated by reference to the bid price and the PN prevailing for the Contracted Unit at the time of the Trip for the period commencing at the end of the Balancing Mechanism Window and ending at the earlier of (i) the effective time of a Bid Offer Acceptance issued by the Company in respect of the Contracted Unit and (ii) the time of resynchronisation of the Contracted Unit.

3.7 Grid Code

3.7.1 The provision by the Generator of the Constraint Management Intertrip Service shall not relieve it of any of its obligations (where applicable) set out in the Grid Code.

3.7.2 In addition to the provisions of Clause 3.7.1, if during an Arming Period the Commercial Intertrip Scheme fails to operate in accordance with the terms of this Agreement for whatever reason, the Company may instruct the Generator to trip the relevant Contracted Units by issuing an Emergency Instruction in accordance with the provisions of the Grid Code provided that if the Company issues a Bid Offer Acceptance (or such an instruction is treated as a Bid Offer Acceptance), or the Generator receives any other payments in accordance with the provisions of the Grid Code and/or the CUSC and/or the BSC in respect of such Emergency Instruction, then the Generator shall pay to the Company the sum of any such payments received less any Tripping Payment which the Generator would have received if the Commercial Intertrip Scheme had operated in accordance with the terms of this Agreement (or where the Tripping Payment is greater than the sum of any other such payments received, the Company shall
pay to the Generator the difference). Such payments shall be made in accordance with Clause 4 (Payment).

3.8 Unavailability of the Constraint Management Intertrip Service

3.8.1 If a Contracted Unit becomes unavailable for participation in the Commercial Intertrip Scheme for reasons relating to safety of the plant and/or personnel and/or technical reasons related to that Contracted Unit or by reason of the Contracted Unit having become the subject of a Relevant Contract or being subject to a Relevant Requirement, the Generator shall as soon as reasonably practicable notify the Company by facsimile or email in the form set out in Schedule 2: Part 4. Such notification shall include a brief explanation thereof, the time of commencement of unavailability and the expected duration thereof.

3.8.2 The Generator shall as soon as reasonably practicable notify the Company by facsimile or email in the form set out in Schedule 2, Part 4 of the restored availability of the Contracted Units for participation in the Commercial Intertrip Scheme following the resolution of the technical problems related to the Contracted Units. Such notification shall specify the time of restoration of the availability of the Contracted Units for participation in the Commercial Intertrip Scheme and shall specify the steps taken to resolve such problems.

3.9 Damage to Plant and Apparatus

Each Party shall bear the risk of, and the other Party shall have no liability to that Party in respect of, loss or damage to that Party’s Plant or Apparatus caused directly or indirectly by the occurrence (or failure to occur) of a Trip with respect to the Contracted Units in the manner contemplated by this Agreement (whether Tripping or failure to Trip is caused by the other Party’s default or the malfunction of its Plant and Apparatus or otherwise).

3.10 Allowed Interruption

Any Tripping of any Contracted Units pursuant to this Agreement shall constitute an Allowed Interruption for the purposes of Paragraph 5.10 of Section 5 of the CUSC and therefore no Interruption Payment shall become due or payable.

3.11 Revisions to Trip Conditions

The Company is entitled to:

(a) amend the description of the circuits listed in Schedule 2, Part 1 to reflect any changes to the National Electricity Transmission System; and

(b) add further circuits to the list of Trip Conditions.

The Company shall provide the Generator with at least seven (7) days prior written notice of such changes, including the date from which such changes are to take effect.
3.12 Revisions to Arming Payment Rate

3.12.1 Subject to clause 3.12.3, the Generator may, in respect of a calendar month or such other reference period as the Company may notify to the Generator in accordance with Clause 3.12.2, revise the Arming Payment Rate to a level not exceeding the Arming Payment Rate specified in its Tender Submission, by notice in writing to the Company given not earlier than the second Business Day in the preceding calendar month and not later than the eighth Business Day in the preceding calendar month. The Company shall acknowledge such notice in writing as soon as reasonably practicable following receipt.

3.12.2 The Company may from time to time and by not less than ten (10) Business Days notice in writing to the Generator, change the reference period and the notice periods specified in Clause 3.12.1 as it in its absolute discretion sees fit.

4. Clause 3.12.1 shall apply from the earlier of:

4.1 As soon as reasonably practicable and no later than eight (8) Business Days following the end of each calendar month in respect of which an Arming Instruction was issued, the Company shall send to the Generator a statement (the "Monthly Statement") setting out the amounts payable. In respect of each calendar month, the Company shall include in that statement:

4.1.1 its calculation of the Arming Payment and any Tripping Payment due to the Generator in respect of the previous calendar month;

4.1.2 if relevant, its calculation of the compensation payable in accordance with Clause 3.6.5; and

4.1.3 if relevant, adjustments to be made (net of interest) in relation to disputes concerning Arming Payments or Tripping Payments in respect of any month prior to the previous calendar month.

4.2 If the Generator disagrees with any dates times facts or calculations set out in the Monthly Statement, it may notify the Company in writing, with the evidence on which it relies in support of such disagreement, no later than the date falling ten (10) Business Days after receipt thereof, but in the absence of any such notification by such date, the Monthly Statement shall be final and binding on the Parties subject only to Clause 4.3. The Parties shall discuss and endeavour to resolve the matter in good faith and any adjustments agreed shall be included in the Monthly Statement next following the date of resolution of the dispute. The dates, times, facts and calculations set out in the Monthly Statement shall be binding upon the Parties until such time as they are reversed or revised by agreement between the Parties or otherwise determined pursuant to Clause 15 (Dispute Resolution).

4.3 Where, having regard to any Settlement Run or to the results of any other monitoring by the Company of service delivery, the Company or the Generator discovers that some or all of any calculations and/or amounts falling due shown in any Monthly Statement are incorrect, then it shall promptly notify the other in
writing whereupon the **Company** shall, subject to verification by the **Company** revise the **Monthly Statement** and re-issue the same to the **Generator**, and the provisions of Clause 4.2 shall apply mutatis mutandis to such revised **Monthly Statement**.

4.4 In the absence of fraud, neither the **Company** nor the **Generator** may invoke the provisions of Clause 4.3 with respect to the contents of any **Monthly Statement** after the period of twelve (12) months has elapsed following submission of that **Monthly Statement** in which the calculations and/or amounts in question were first stated, after which date such calculations and/or amounts shown in the last **Monthly Statement** issued by the **Company** shall be final and conclusive.

4.5 No later than the eighteenth (18th) **Business Day** of each month, the **Company** will issue a self-billing invoice (or credit note) reflecting the **Monthly Statement** issued pursuant to Clause 4.2, and no later than five (5) **Business Days** after such date of issue the **Company** shall pay to the **Generator** (or the **Generator** shall pay to the **Company**, as the case may be) the net amount shown as due from the **Company** to the **Generator** (or from the **Generator** to the **Company**, as the case may be) in that **Monthly Statement**.

4.6 If either **Party** (the “**Defaulting Party**”) fails to pay any amount properly due under this **Agreement** on the due date, then the **Defaulting Party** shall pay to the other **Party** interest on such overdue amount at the **Base Rate** plus three per cent (3%) from the date on which such payment was properly due to (but excluding) the date of actual payment. Any interest shall accrue from day to day.

4.7 If it is agreed or otherwise determined under Clause 4.2 that the **Generator** was entitled to a further payment from the **Company**, the **Generator** shall be entitled to interest at the **Base Rate** on the amount of such further payment from the date on which that sum would have been payable had it been included in the **Monthly Statement** for each **Relevant Settlement Period** until the date of payment.

4.8 If it is agreed or otherwise determined under Clause 4.2 that the **Generator** was not entitled to any payment it has received, the **Company** shall be entitled to interest at the **Base Rate** on the amount so paid from the date of payment until the date of repayment or the date when the **Company** makes a payment to the **Generator** which takes such payment into account.

4.9 Notwithstanding any other provision of this **Agreement**, the **Parties** shall not be limited in any way as to the evidence they may rely upon in any proceedings arising out of or in connection with payment for the **Constraint Management Intertrip Service** under this **Agreement** and the **Parties** agree that in the event and to the extent that either **Party** succeeds in proving in any such proceedings that the **Constraint Management Intertrip Service** was or was not provided, the successful **Party** shall be entitled to repayment of the sums already paid or payment of sums not paid as the case may be in respect of the **Constraint Management Intertrip Service**.
4.10 Save as otherwise expressly provided in this Agreement, sums payable by one Party to the other pursuant to this Agreement whether by way of charges, interest or otherwise shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims whatsoever save for sums the subject of a final award or judgement (after exhaustion of all appeals if this opportunity is taken) or which by agreement between the Company and the Generator may be so deducted or set off.

4.11 All amounts specified hereunder shall be exclusive of any Value Added Tax or other similar tax and the Company shall pay to the Generator Value Added Tax at the rate for the time being and from time to time properly chargeable in respect of the making available and/or supply of the Constraint Management Intertrip Service under this Agreement.

4.12 All payments by the Company to the Generator under this Agreement will be made by payment to the bank account details of which are notified to the Company by the Generator from time to time.

4.13 The submission of all Monthly Statements and facts and other evidence in support thereof and any questions in connection therewith from the Company to the Generator and vice versa in accordance with this Clause 4 must be made, in the absence of agreement to the contrary between the Parties, by 19.00 hours on the Business Day concerned.

4.14 The Generator hereby irrevocably consents to the operation of a self-billing system by the Company with regard to the payment for the Constraint Management Intertrip Service and will at all times throughout the Term maintain such consent. The Generator hereby undertakes to do (at the Company’s cost) all acts and things reasonably necessary to enable the Company to comply with the regulations of HM Revenue & Customs as regards the self-billing of the Constraint Management Intertrip Service.

4.15 The provisions of this Clause 4 shall survive termination of this Agreement.

5. LIMITATION OF LIABILITY

5.1 Subject to Clause 5.2, save where any provision of this Agreement provides for an indemnity, the Parties agree and acknowledge that neither Party (the “Party Liable”) nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date of this Agreement was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:-

5.1.1 physical damage to the property of the other Party, its officers, employees or agents; and/or

5.1.2 the liability of such other Party to any other person for loss in respect of physical damage to the property of any person subject, for the avoidance
of doubt, to the requirement that the amount of such liability claimed by
such other party should be mitigated in accordance with general law,

provided further that the liability of any Party in respect of all claims for such loss
shall not exceed five million GB pounds (£5,000,000) per incident or series of
related incidents.

5.2 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for
death or personal injury resulting from the negligence of the Party Liable or any of
its officers, employees or agents and the Party Liable shall indemnify and keep
indemnified the other Party, its officers, employees or agents, from and against all
such and any loss or liability which such other Party may suffer or incur by reason
of any claim on account of death or personal injury resulting from the negligence of
the Party Liable or any of its officers, employees or agents.

5.3 Subject to Clause 5.2 and save where any provision of this Agreement provides
for an indemnity neither the Party Liable nor any of its officers, employees or
agents shall in any circumstances whatsoever be liable to the other Party for:-

5.3.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of
      goodwill; or

5.3.2 any indirect or consequential loss; or

5.3.3 loss resulting from the liability of the other Party to any other person
      howsoever and whensoever arising save as provided in Clause 5.1.2
      and Clause 5.2.

5.4 Each Party acknowledges and agrees that the other Party holds the benefit of
Clauses 5.1, 5.2 and 5.3 for itself and as trustee and agent for its officers,
employees and agents.

5.5 The rights and remedies provided by this Agreement to the Parties are exclusive
and not cumulative and exclude and are in place of all substantive (but not
procedural) rights or remedies express or implied and provided by common law or
statute in respect of the subject matter of this Agreement, including without
limitation any rights either Party may possess in tort which shall include actions
brought in negligence and/or nuisance. Accordingly, each of the Parties hereby
waives to the fullest extent possible all such rights and remedies provided by
common law or statute and releases the other Party, its officers, employees and
agents to the same extent from all duties, liabilities, responsibilities or obligations
provided by common law or statute in respect of the matters dealt with in this
Agreement and undertakes not to enforce any of the same except as expressly
provided herein.

5.6 For the avoidance of doubt, the Parties acknowledge and agree that nothing in this
Agreement shall exclude or restrict or otherwise prejudice or affect any of the
rights, powers, privileges, remedies, duties and obligations of the Secretary of
State or the Authority under the Act, any Licence or otherwise howsoever.
5.7 Each of Clauses 5.1, 5.2, 5.3 and 5.4 shall:-

5.7.1 be construed as a separate and severable contract term, and if one or more of such Clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such Clauses shall remain in full force and effect and shall continue to bind the Parties; and

5.7.2 survive termination of this Agreement.

5.8 For the avoidance of doubt, nothing in this Clause 5 shall prevent or restrict any Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

5.9 Each Party acknowledges and agrees that the provisions of this Clause 5 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of this Agreement.

6. METERING

6.1 The relationship between the Parties with respect to Energy Metering Equipment shall be regulated in accordance with Sections K and L of the Balancing and Settlement Code.

6.2 The relationship between the Parties with respect to Operational Metering Equipment shall be regulated by Paragraph 6.7.3 of the Connection and Use of System Code.

7. TERMINATION

Automatic Termination

7.1 This Agreement shall terminate automatically upon:-

7.1.1 the Generator ceasing to be a BSC Party solely as a result of the Generator's election or a material breach by the Generator of its obligations under such agreement; or

7.1.2 the revocation or withdrawal of the Generation Licence solely as a result of the Generator's election or a material breach by the Generator of its obligations under such licence; or

7.1.3 termination of the applicable Bilateral Agreement solely as a result of the Generator's election or a material breach by the Generator of its obligations under such agreement; or

7.1.4 the Responsible TO connects another User's Generating Unit to the same circuit to which the Contracted Units are connected and that Generating Unit does not participate in the Commercial Intertrip Scheme,

and the Generator cannot comply in all material respects with its obligations under this Agreement or (in the case of clause 7.1.4) it is not possible for the Contracted Units
to trip in accordance with the Commercial Intertrip Scheme without causing the other User’s Generating Unit to trip.

Termination by the Generator

7.2 The Generator may, by notice in writing to the Company, terminate this Agreement in the event that:

7.2.1 the Company shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the Generator, notified to the Company and corrected within five (5) Business Days following such notification) any sum properly due or owing from it pursuant to this Agreement according to its terms and such non-payment remains unremedied and not disputed in good faith and upon reasonable grounds at the expiry of fifteen (15) Business Days immediately following receipt by the Company of written notice from the Generator of such non-payment; or

7.2.2 without prejudice to Clause 7.1, the Company shall commit any material breach (other than a breach under Clause 7.2.1) of this Agreement (or persistent breaches of this Agreement which taken as a whole are material), or shall commit a breach of any of the material obligations on its part to be observed under this Agreement, and the Generator shall have served written notice on the Company requiring it to remedy such default (if it is capable of remedy) within thirty (30) days or such longer period as may be reasonably necessary to remedy the default and the Company shall have failed to remedy such default to the reasonable satisfaction of the Generator within the specified period; or

7.2.3 in respect of the Company:-

(a) an order of the High Court is made or an effective resolution passed for its winding-up or dissolution; or

(b) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or

(c) an administration order under Section 8 of the Insolvency Act 1986 is made or an administrator has been appointed (whether out of court or otherwise) or if a voluntary arrangement is proposed by the Company under Section 1 of that Act; or

(d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority); or

(e) any of the events referred to in (a) to (d) above has occurred and is continuing and the Company is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for seven hundred and fifty pounds sterling (£750) there was inserted two hundred and fifty thousand pounds sterling (£250,000) (and the Company shall...
not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures);

and in any such case within twenty eight (28) days of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the Generator a guarantee of future performance by the Company of this Agreement in such form and amount as the Generator may reasonably require.

**Termination by the Company**

7.3 The Company may, by notice in writing to the Generator, terminate this Agreement in the event that:-

7.3.1 without prejudice to Clause 7.1, the Generator shall commit any material breach (other than a breach under Clause 7.3.2) of this Agreement (or persistent breaches of this Agreement which taken as a whole are material), or shall commit a breach of any of the material obligations on its part to be observed under this Agreement, and the Company shall have served written notice on the Generator requiring it to remedy such default (if it is capable of remedy) within thirty (30) days or such longer period as may be reasonably necessary to remedy the default and the Generator shall have failed to remedy such default to the reasonable satisfaction of the Company within the specified period; or

7.3.2 the Generator shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the Company, notified to the Generator and corrected within five (5) Business Days following such notification) any sum properly due or owing from it pursuant to this Agreement according to its terms and such non-payment remains unremedied and not disputed in good faith and upon reasonable grounds at the expiry of fifteen (15) Business Days immediately following receipt by the Generator of written notice from the Company of such non-payment;

7.3.3 in respect of the Generator:-

(a) an order of the High Court is made or an effective resolution passed for its winding-up or dissolution; or

(b) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or

(c) an administration order under Section 8 of the Insolvency Act 1986 is made or an administrator has been appointed (whether out of court or otherwise) or if a voluntary arrangement is proposed by the Generator under Section 1 of that Act; or

(d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may
previously have been approved in writing by the Authority); or

(e) any of the events referred to in (a) to (d) above has occurred and is continuing and the Generator is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for seven hundred and fifty pounds sterling (£750) there was inserted two hundred and fifty thousand pounds sterling (£250,000) (and the Generator shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures)

and in any such case within twenty eight (28) days (or such longer period as the Company may in its absolute discretion permit) of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the Company a guarantee of future performance by the Generator of this Agreement in such form and amount as the Company may reasonably require.

Other termination rights

7.4 The provisions of this Clause 7 are additional to any other rights of termination expressly provided. Termination of this Agreement under this Clause 7 or any other provision of this Agreement shall be without prejudice to the rights and remedies to which a Party may be entitled hereunder and shall not affect any accrued rights obligations or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7.5 For the avoidance of doubt, unless otherwise expressly provided herein, references in this Agreement to termination of this Agreement shall mean termination of all of the provisions of this Agreement and not otherwise.

8. ASSIGNMENT

8.1 The Generator shall not assign or transfer nor purport to assign or transfer the benefit or burden of this Agreement save in the following circumstances:-

8.1.1 the Generator may assign or charge its benefit under this Agreement in whole or in part by way of security;

8.1.2 upon the disposal of the whole of the Generator's business or undertaking, the Generator may transfer its rights and obligations under this Agreement to the purchaser thereof provided that the transfer to the purchaser of all of its rights and obligations under the Connection and Use of System Code, all Bilateral Agreements (and associated Construction Agreements) and all Mandatory Services Agreements shall have taken place;

8.1.3 upon disposal of part of the Generator's business or undertaking comprising Generator's Equipment at one or more Connection Sites, the Generator may transfer its rights and obligations under this Agreement to the purchaser thereof provided that the transfer to the purchaser of all of its rights and obligations under
those *Bilateral Agreements* (and associated *Construction Agreements* and *Mandatory Services Agreements*) relevant to the part of the business or undertaking to be transferred shall have taken place.

8.2 The *Company* shall not assign or transfer nor purport to assign or transfer the benefit or burden of this *Agreement* save to the holder of a *Licence* with responsibility for carrying out the *Balancing Services Activity*.

9. **CONFIDENTIALITY AND ANNOUNCEMENTS**

9.1 Subject to the exceptions provided in Clause 9.3, Clause 10 (*Disclosure of Information*) (and to the extent otherwise expressly permitted by this *Agreement*), neither *Party* shall, at any time, whether before or after the expiry or sooner termination of this *Agreement*, without the prior consent of the other *Party* in writing (such consent not to be unreasonably withheld or delayed), divulge or suffer or permit its officers, employees, agents or contractors to divulge to any person or permit use by any person (other than disclosure to or use by any of its or their respective officers or employees to the extent that such disclosure and use is required to enable such persons properly to carry out their duties in connection with this *Agreement*):

9.1.1 any of the contents of this *Agreement*;

9.1.2 any commercially confidential information relating to the negotiations concerning the entering into of this *Agreement*;

9.1.3 any commercially confidential information which may come to a *Party's* knowledge in the course of such negotiations; or

9.1.4 any commercially confidential information concerning the operations, contracts, commercial or financial arrangements or affairs of the other *Party*.

9.2 Each *Party* undertakes to use information referred to in Clause 9.1 and disclosed to it by the other *Party* solely for the purposes of this *Agreement* and shall not use it for any other purpose or for the purposes of any third party.

9.3 The restrictions imposed by Clause 9.1 shall not apply to the disclosure of any information:

9.3.1 which now or hereafter comes into the public domain otherwise than as a result of a breach of a confidentiality obligation or which either *Party* can show was in its written records prior to the date of disclosure of the same by the other *Party*, under this *Agreement* or which it receives from a third party independently entitled to disclose it;

9.3.2 which is required by law or pursuant to the rules of the Electricity Arbitration Association in England and Wales or pursuant to the rules or regulations of the Financial Services Authority to be disclosed to any person who is authorised by law or pursuant to the rules of the Electricity Arbitration Association in England and
Wales or pursuant to the rules or regulations of the Financial Services Authority to receive the same;

9.3.3 which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the Party making the disclosure (or its parent undertaking) is or is proposed to be from time to time listed or dealt in, or is required to be disclosed by the Panel on Takeovers and Mergers;

9.3.4 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing Party is a party;

9.3.5 pursuant to any Licence of the Party concerned;

9.3.6 to any consultants, banks, financiers, insurers or professional advisers retained by the disclosing Party;

9.3.7 by the Generator to a third party who is a party to a power purchase agreement in respect of the electricity generated by the Power Station and with whom all (or some of) the risks and benefits arising from the Agreement will be shared provided such party is subject to confidentiality undertakings which are no less onerous than those to which the Generator is subject to under this Agreement;

9.3.8 by either Party to any parent, subsidiary or fellow subsidiary undertaking on a "need to know" basis only; or

9.3.9 required or expressly permitted to be disclosed under the terms of any agreement or arrangement to which both the Parties have agreed to be bound.

9.4 In this Clause 9, the words "parent undertaking", "subsidiary undertaking" and "fellow subsidiary undertaking" shall have the meanings as provided in sections 1161 and 1162 of the Companies Act 2006.

9.5 Before either Party discloses any information in any of the circumstances described in Clauses 9.3.6 to 9.3.8 (other than to its authorised professional advisers), it shall notify the other Party of its intention to make such disclosure and (in the case where the disclosing Party is the Generator) procure the execution and delivery to that Party of an undertaking executed by the person to whom the disclosure is proposed to be made being in the same terms mutatis mutandis as the undertakings contained in this Clause 9.

9.6 No public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made by either Party unless:

9.6.1 to the extent legally possible, before it is issued or made, both the Parties have been furnished with a copy of it and have approved it (such approval not to be unreasonably withheld or delayed); or

9.6.2 it is necessary to do so in order to comply with any applicable law or the regulations of any recognised stock exchange upon which the share capital of such Party is from time to time listed or dealt in.
9.7 With respect to the information referred to in Clause 9.1 both Parties shall ensure, to the extent reasonably practicable, that:-

9.7.1 such information is disseminated within their respective organisations on a “need to know” basis only;

9.7.2 employees, directors, agents, consultants and professional advisers who are in receipt of such information are made fully aware of the Party’s obligations of confidence in relation thereto; and

9.7.3 any copies of such information, whether in hard copy or computerised form, will clearly identify the information as confidential.

9.8 Notwithstanding any other provision of this Agreement, the provisions of this Clause 9 shall continue to bind a person after termination of this Agreement, in whole or in part, for whatever reason.

10. DISCLOSURE OF INFORMATION

10.1 The Generator hereby consents to the disclosure and use by the Company in such manner or form and at such times as it thinks fit of:

10.1.1 the rates for calculating Arming Payments and Tripping Payments for each Contracted Unit;

10.1.2 the periods for which Arming of the Commercial Intertrip Scheme in respect of the Contracted Units has been instructed;

10.1.3 the aggregate cost of Arming Payments and the aggregate amount of Tripping Payments made by the Company to the Generator and all other generators participating in the Constraint Management Intertrip Service; and

10.1.4 any other data and other information relating to this Agreement and the provision of the Constraint Management Intertrip Service for the purposes of any or all of the statements published from time to time pursuant to Standard Condition C16 of the Transmission Licence.

10.2 Where the Company intends disclosing and using any data or other information relating to this Agreement other than that specified in Clause 10.1 it shall first consult with the Generator regarding the form and scope of the intended disclosure documentation and, acting reasonably and in good faith, make such adjustments to the disclosure documentation as the Generator may reasonably request in order to protect its business interests.

11. WAIVER

No delay by or omission of any Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.
12. NOTICES

12.1 Any notice or other communication to be given by one Party to the other under, or in connection with the matters contemplated by, this Agreement shall be addressed to the recipient and sent to the address, email or facsimile number of such other Party given in Schedule 3 for the purpose and marked for the attention of the person so given or to such other address, email or facsimile number and/or marked for such other attention as such other Party may from time to time specify by notice given in accordance with this Clause 12 to the Party giving the relevant notice or other communication to it.

12.2 Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas), email or facsimile, and shall be deemed to have been received:-

12.2.1 in the case of delivery by hand, when delivered; or

12.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or

12.2.3 in the case of email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume; or

12.2.4 in the case of facsimile, on acknowledgement by the addressee’s facsimile receiving equipment (where such acknowledgement occurs within Business Hours, on the day of acknowledgement) and in any other case on the day following the day of acknowledgement.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this Clause 13, the delivery of a facsimile copy of a signed counterpart of this Agreement shall be deemed to be valid signature thereof provided that the Party so delivering a facsimile hereby undertakes to deliver an original copy of this Agreement forthwith following such facsimile transmission.

14. VARIATIONS

14.1 Subject to Clause 14.2 no variations or amendments to this Agreement shall be effective unless made in writing and signed by or on behalf of both the Company and the Generator.

14.2 The Company and the Generator shall effect any amendment required to be made to this Agreement by the Authority as a result of a change in the Transmission Licence or an order or directions made pursuant to the Act or a Licence or as a result of settling any of the terms hereof or otherwise as required by this Agreement.
and the Generator hereby authorises and instructs the Company to make any such amendment on its behalf and undertakes not to withdraw qualify or revoke such authority or instruction at any time.

15. **DISPUTE RESOLUTION**

15.1 Save where expressly stated in this Agreement to the contrary and subject to any contrary provision of the Act or any Licence or the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any Licence or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under out of or in connection with this Agreement between the Parties shall be and is hereby referred to arbitration pursuant to the rules of the Electricity Arbitration Association in force from time to time.

15.2 Whatever the nationality, residence or domicile of either Party and wherever the dispute or difference or any part thereof arose, the law of England shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the provisions of the Arbitration Act 1996 (notwithstanding anything in section 108 thereof) shall apply to any such arbitration wherever the same or any part of it shall be conducted.

16. **JURISDICTION**

16.1 Subject and without prejudice to Clause 15 and to Clause 16.4, both Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding (together in this Clause 16 referred to as “Proceedings”) arising out of or in connection with this Agreement may be brought to such courts.

16.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in this Clause 16 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.

16.3 Each Party which is not incorporated in any part of Great Britain agrees that if it does not have, or shall cease to have, a place of business in Great Britain it will promptly appoint, and shall at all times maintain, a person in Great Britain to accept service of process on its behalf in any Proceedings in Great Britain.

16.4 For the avoidance of doubt nothing contained in the foregoing provisions of this Clause 16 shall be taken as permitting a party to commence Proceedings in the courts where this Agreement otherwise provides for Proceedings to be referred to arbitration.

17. **GOVERNING LAW**
This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

18. SEVERANCE OF TERMS

If any provision of this Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Secretary of State, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

19. ENTIRE AGREEMENT

This Agreement contains or expressly refers to the entire agreement between the Parties with respect to the subject matter hereof, and expressly excludes any warranty, condition or other undertaking implied at law or by custom, and supersedes all previous agreements and understandings between the Parties with respect thereto and each of the Parties acknowledges and confirms that it is not aware of any representation, warranty or other undertaking not fully reflected in the terms of this Agreement upon which it has relied in entering into this Agreement. To the extent that any such representation, warranty or other undertaking exists, each Party irrevocably and unconditionally waives any right it may have to claim damages for breach of warranty and/or to rescind this Agreement, unless such warranty or misrepresentation was made or given fraudulently.

20. RIGHTS OF THIRD PARTIES

The Parties hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this Agreement save as expressly provided in this Agreement.

21. FORCE MAJEURE

21.1 In so far as either Party is prevented from performing any of its obligations under this Agreement due to an event or circumstance of Force Majeure, then the rights and obligations of the Parties shall be suspended for as long as and to the extent that the circumstance of Force Majeure prevents such performance. For the avoidance of doubt:

21.1.1 the Generator shall not be entitled to any Arming Payment to the extent that the Power Station is unavailable by reason of Force Majeure;

21.1.2 the Parties agree that they shall not be relieved from their obligations under this Agreement by reason of events or circumstances commencing prior to the last date specified in the Tender for Tender Submissions and continuing as at that date including restrictions introduced by any Competent Authority in relation to Coronavirus and the Coronavirus Disease; and
21.1.3 the **Parties** further agree that they shall be relieved from their obligations under this **Agreement** to the extent that they are unable to perform them by reason of any further restrictions or guidance introduced by any **Competent Authority** in relation to **Coronavirus** and the **Coronavirus Disease** on or after the date on which the **Generator** submitted its **Tender Submission**.

21.2 The **Party** affected by the **Force Majeure** shall give to the other **Party** immediately upon becoming aware of an event or circumstance of **Force Majeure**, a written communication describing the **Force Majeure** (including, without limitation, the nature of the occurrence and its expected duration) and the obligations which it is prevented from performing and shall continue to furnish regular reports with respect thereto to the other **Party** during the period of **Force Majeure**.

21.3 As soon as is reasonably practicable, following an event or circumstance of **Force Majeure**, the **Parties** shall discuss how best to continue their respective obligations as set out in this **Agreement**.

21.4 For the avoidance of doubt the non-performance of either **Party's** obligations pursuant to this **Agreement** arising prior to the event or circumstance of **Force Majeure**, shall not be excused as a result of the event or circumstance of **Force Majeure**.

21.5 Either **Party** shall have a right to terminate this **Agreement** if a **Party** has been prevented from performing its obligations due to an event of **Force Majeure** for a continuous period of two (2) calendar months.

22. **WARRANTIES AND INDEMNITY**

22.1 Each **Party** warrants and represents to the other that it has full power and authority to enter into this **Agreement** and perform its obligations hereunder.

22.2 The **Generator** hereby warrants and represents to the **Company** that:

22.2.1 the availability and delivery of the **Constraint Management Intertrip Service** from the **Power Station** pursuant to and in accordance with this **Agreement** does not cause it to be in breach of, or to otherwise be non-compliant with, any **Legal Requirement** and/or any agreement with any person;

22.2.2 it will not do anything in connection with this **Agreement** that will cause it to be in breach of, or to otherwise be non-compliant with, any **Legal Requirement** and/or any agreement with any person; and

22.2.3 save where the **Generator** has sought and been granted written consent by the **Company** (such consent to be at the Company’s sole discretion), it is not a party to an agreement or arrangement with the **Company** or any DNO or electricity supplier or other person to provide any service from the **Power Station** which may impair the ability of the **Generator** to provide the **Constraint Management Intertrip Service** and/or perform its obligations under this **Agreement**. The **Generator** repeats this warranty and representation on acknowledgement of each **Arming Instruction**.
22.3 In the event that any warranty or representation made under Clause 22.2 is breached, the Generator shall indemnify the Company against all and any losses, liabilities, claims, expenses that may be suffered or incurred by the Company as a direct result of that breach and all and any claims and demands which may be brought against the Company by any other person connected to or using the User System of a DNO or any other User System or the owner of operator of any User System or any other person whatever arising out of or resulting from such breach. Any legal costs and expenses reasonably incurred in the contesting of such claims, including the court costs and the reasonable fees of lawyers and other professional advisers, shall be treated as direct losses.

23. ANTI-BRIBERY

23.1 Each Party shall:

23.1.1 comply with all Anti-Bribery Laws;
23.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
23.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate Procedures to ensure compliance with the Anti-Bribery Laws, and this Clause 23.1, and will enforce them where appropriate; and
23.1.4 procure and ensure that all of its Associated Persons and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with this Clause 23.

23.2 Without prejudice to any other rights or remedies either Party may terminate this Agreement on written notice to the other Party specifying the date on which this Agreement will terminate in the event of a breach of Clause 23.1.

24. EMR

24.1 Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in this Agreement, the Generator consents to the Company and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with this Agreement for the purpose of carrying out its EMR Functions.

24.2 The provisions relating to the resolution of disputes set out in this Agreement (if any) are subject to any contrary provision of an EMR Document.

24.3 Where for the purposes of this provision only:

25. Change in Law

25.1 If a Relevant Change in Law occurs that:
25.1.1 requires a change in the Generator’s policies or practices in operating the Contracted Units for the purposes of the **Constraint Management Intertrip Service**; or

25.1.2 materially increases or decreases the **Generator's** costs of performing this **Agreement**, either **Party** may, by not less than ten (10) **Business Days** notice to the other **Party** to meet and the **Parties** shall in good faith seek to agree any changes in operating practice and/or any changes which should be made to this **Agreement** as are necessary to achieve (insofar as possible) the same balance of benefits, liabilities, risk and reward between the **Parties** in respect of the subject matter of this **Agreement** as applied immediately prior to the **Relevant Change in Law**.

25.2 Neither **Party** shall be liable to the other **Party** for a failure to perform any obligation under this **Agreement** which becomes prohibited or otherwise impossible to perform by reason of a **Change in Law**.

**“AF Rules”** has the meaning given to “allocation framework” in section 13(2) of the Energy Act 2013;

**“Capacity Market Rules”** means the rules made under section 34 of the Energy Act 2013 as modified from time to time in accordance with that section and The Electricity Capacity Regulations 2014;

**“EMR Document”** means The Energy Act 2013, The Electricity Capacity Regulations 2014, the Capacity Market Rules, The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Definition of Eligible Provider) Regulations 2014, The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, The Electricity Market Reform (General) Regulations 2014, the AF Rules and any other regulations or instruments made under Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 which are in force from time to time; and

**“EMR Functions”** has the meaning given to “EMR functions” in Chapter 5 of Part 2 of the Energy Act 2013.
IN WITNESS WHEREOF the hands of the duly authorised representatives of the Parties at the date first above written

SIGNED on behalf of )
NATIONAL GRID ELECTRICITY SYSTEM )
OPERATOR LIMITED )

SIGNED on behalf of )
[ ] )


SCHEDULE 1
DEFINITIONS

“the Act” the Electricity Act 1989;

“ABSVD Methodology” has the meaning given to it in the CUSC;

“Active Power” the product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e.

1000 Watts = 1kW
1000 kW = 1MW
1000 MW = 1GW
1000 GW = 1TW;

“Adequate Procedures” shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 8 of that Act);

“Agreement” this agreement (including the Schedules) as amended, extended, supplemented, novated or modified from time to time;

“Allowed Interruption” the meaning attributed to it in the CUSC;

“Anti-Bribery Laws” shall mean all applicable laws, statutes, regulations, and codes of mandatory application relating to anti-bribery and anti-corruption including but not limited to the Bribery Act;

“Apparatus” all equipment in which electrical conductors are used, supported or of which they may form a part;

“Arm” the switching in of the Commercial Intertrip Scheme in respect of the Contracted Units so as to allow signals to pass from the Commercial Intertrip Scheme to the relevant Circuit Breakers, and “Armed” and “Arming” shall be construed accordingly;

“Arming Instruction” the meaning attributed to it in Clause 3.2.1;

“Arming Payment” the meaning attributed to it in Clause 3.6.1;

“Arming Payment Rate” the payment rate for the purposes of calculating the Arming Payment set out in Schedule 2, Part 3 as the
same may be revised from time to time in accordance with Clause 3.12.1;

“Arming Period” shall have the meaning attributed to it in Clause 3.6.1;

“Associated Person” shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the Generator or the Company as applicable in relation to the provision of the Constraint Management Intertrip Service;

“Authority” the Director General of Electricity Supply appointed for the time being pursuant to section 1 of the Act or, after the coming into force of section 1 of the Utilities Act 2000, the Gas and Electricity Markets Authority established by that section;

“Balancing and Settlement Code (BSC)” the meaning attributed to it in the Transmission Licence;

“Balancing Mechanism” the meaning attributed to it in the Transmission Licence;

“Balancing Mechanism Window” In relation to a particular time, means the period from that time to the end of the Settlement Period for which Gate Closure has most recently occurred at that time and having a duration of between 1 and 1½ hours.;

“Balancing Services Activity” the meaning attributed to it in the Transmission Licence;

“Base Rate” means the Bank of England Official Rate from time to time provided that, if at any time the Bank of England Official Rate is a negative rate, then zero per cent (0%);

“Bid-Offer Acceptance” the meaning attributed to it in the Grid Code;

“Bilateral Agreement” the bilateral agreement (as that term is defined in the CUSC) relating to the Contracted Unit;

“BM Unit” the meaning attributed to it in the BSC, except for the purposes of this Agreement the reference to “a Party” in the BSC shall be a reference to the Generator;

“BM Unit Metered Volume” the meaning attributed to it in the BSC;

“Business Hours” means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt;
| **“Business Day”** | a week-day other than a Saturday on which banks are open for domestic business in the City of London; |
| **“Change in Law”** | means the occurrence of any of the following events after the date of this Agreement: |
| | (a) the coming into effect of any *Law or Directive* that is not in effect as at the date of this Agreement; |
| | (b) the repeal, replacement or amendment of any *Law or Directive*; or |
| | (c) a change in the interpretation by any *Competent Authority* of any *Law or Directive*; |
| **“Circuit Breaker”** | a mechanical switching device, capable of making carrying and breaking currents under normal circuit conditions and also of making, carrying for a specified time and breaking currents under specific abnormal circuit conditions, such as those of short circuit; |
| **“Combined Cycle Gas Turbine Module” or “CCGT Unit”** | a collection of *Generating Units* (registered as a *CCGT Module* under the Grid Code PC) comprising one or more *Gas Turbine Units* (or other gas based engine units) and one or more *Steam Units* where, in normal operation, the waste heat from the *Gas Turbine Units* is passed to the water/steam of the associated *Steam Unit* or *Steam Units* and where the component units within the *CCGT Module* are directly connected by steam or hot gas lines which enable those units to contribute to the efficiency of the combined cycle operation of the *CCGT Module*; |
| **“Combined Cycle Gas Turbine Module” or “CCGT Unit”** | a *Generating Unit* within a *CCGT Module*; |
| **“Commercial Intertrip Scheme”** | the intertrip scheme owned, operated and maintained by the *Responsible TO* which incorporates (inter alia) the *Trip Conditions* and which can issue a signal to *Trip* one or more of the *Contracted Units*; |
| **“Competent Authority”** | means the *Authority* or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory |
person (whether autonomous or not) of the United Kingdom (or the government thereof) which have jurisdiction over the Company or the subject matter of this Agreement;

“Connection and Use of System Code” or “CUSC” the Connection and Use of System Code designed by the Secretary of State as from time to time modified;

“Connection Site” each location more particularly described in the relevant Bilateral Agreement at which the Generator’s Equipment and Transmission Connection Assets required to connect the Generator to the National Electricity Transmission System are situated or at which the Generator’s Equipment is connected to a User System;

“Constraint Management Intertrip Service” the performance by the Generator of its obligations contained in this Agreement in connection with the Commercial Intertrip Scheme;

“Construction Agreement” as defined in the CUSC;

“Contracted Unit” each of the BM Units at the Power Station specified in Schedule 2, Part 1, together referred to as the Contracted Units;

“Coronavirus” has the meaning given to it in the Coronavirus Act 2020, as at the date hereof;

“Coronavirus Disease” has the meaning given to it in the Coronavirus Act 2020, as at the date hereof;

“CUSC Framework Agreement” the meaning attributed to it in the Transmission Licence;

“Customer” a person to whom electrical power is provided (whether or not he is the same person as the person who provides the electrical power) other than power to meet Station Demand of that person;

“De-load” where, in response to a signal from the Commercial Intertrip Scheme (but not otherwise) the Generator initiates a ramp down of a Contracted Unit to zero output within a set time during any Arming Period and “De-loaded” and “De-loading” shall be construed accordingly;

“Demand” the demand of MW and Mvar of Electricity;
“Desynchronisation” the act of taking a Generating Unit off a System to which it has been Synchronised by opening any connecting circuit breaker and “Desynchronised” shall be construed accordingly;

“Disarm” the switching out of the Commercial Intertrip Scheme in respect of the Contracted Units so as to prevent the applicable signals passing from the Commercial Intertrip Scheme to the relevant Circuit Breakers, and “Disarmed” and “Disarming” shall be construed accordingly;

“Disarming Instruction” the meaning attributed to it in Clause 3.4.1;

“Disconnect” permanent physical disconnection of the Generator’s Equipment at any given Connection Site and “Disconnection” shall be construed accordingly;

“Distribution Licence” a licence issued under section 6(1)(c) of the Act;

“Distribution Network Operator” a holder of a Distribution Licence who was the holder of, or is a successor to a company which was the holder of a Public Electricity Supply Licence, relating to distribution activities in Great Britain;

“Effective Date” the date that this Agreement has been signed by both of the Parties;

“Electricity” Active Energy and Reactive Energy;

“Electricity Arbitration Association” the meaning attributed to it in the Grid Code;

“Emergency Instruction” the meaning attributed to it in the Grid Code;

“Energy” or “Active Energy” the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the instantaneous power, measured in units of Watt-hours or standard multiples thereof i.e.

- 1000 Wh = 1kWh
- 1000 kWh = 1MWh
- 1000 MWh = 1GWh
- 1000 GWh = 1TWh
“Energy Metering Equipment” the meaning attributed to the phrase “Metering Equipment” in the Balancing and Settlement Code;

“Externally Interconnected System Operator” the meaning attributed to it in the Grid Code;

“Force Majeure” for the purposes of Clause 21 in relation to either Party to this Agreement any event or circumstance which is beyond the reasonable control of such Party (not being, without limitation an event or circumstance caused by the negligence or lack of care and attention of that Party or its officers or employees, agents, contractors, and subcontractors or a failure to maintain such Plant in accordance with Good Industry Practice) but subject thereto including act of God, epidemic or pandemic, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 33, 34 and 35 of the Act) provided always that lack of funds shall not be interpreted as a cause beyond the reasonable control of that Party;

“Gas Turbine Unit” a Generating Unit driven by a gas turbine, (for instance by an aero-engine);

“Gate Closure” means, in relation to a Settlement Period, the spot time 1 hour before the spot time at the start of that Settlement Period;

“Generating Unit” unless otherwise provided in this Agreement, any Apparatus which produces electricity including for the avoidance of doubt a CCGT Unit;

“Generation Licence” the licence granted to the Generator pursuant to section 6(1)(a) of the Act;

“Generator’s Equipment” the Plant and Apparatus owned by the Generator (ascertained in the absence of agreement to the contrary by reference to the principles of ownership set out in CUSC) which:
(i) is connected to **Transmission Connection Assets** forming part of any particular **Connection Site** to which the **Generator** wishes so to connect; or

(ii) is connected to a **User System** to which the **Generator** wishes so to connect;

**“Good Industry Practice”** 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 under the same or similar circumstances;

**“Grid Code”** the **Grid Code** drawn up pursuant to the **Transmission Licence** as from time to time revised in accordance with the **Transmission Licence** (and references in this **Agreement** to any specific provision or part of the **Grid Code** shall be construed as references to such provision or part as from time to time amended);

**“Grid Code CC”** the Connection Conditions of **Grid Code**;

**“Grid Code OC”** the Operating Codes of the **Grid Code**;

**“Grid Code PC”** the Planning Code of the **Grid Code**;

**“Grid Supply Point”** a point of supply from the **National Electricity Transmission System** to **Network Operators** or **Non-Embedded Customers**;

**“Industry Document”** means a multilateral code or agreement created and maintained pursuant to a Licence

**“Interruption Payment”** the meaning attributed to it in the **CUSC**;

**“Law or Directive”** means:

(a) any law (including the common law);

(b) any statute, statutory instrument, regulation, instruction, direction, rule or requirement of any **Competent Authority**;

(c) any condition or other requirement of any **Licence** or other required authorisation, licence, consent, permit or approval (or of any exemption from the requirement to have the same); and

(d) any provision of any **Industry Document**;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Legal Requirement”</td>
<td>has the meaning given to it in the BSC;</td>
</tr>
<tr>
<td>“Licence”</td>
<td>any one or more as appropriate of the Licences granted pursuant to section 6 of the Act;</td>
</tr>
<tr>
<td>“Local TO”</td>
<td>means the owner of that part of the NETS to which the Contracted Units are connected;</td>
</tr>
<tr>
<td>“Mandatory Services Agreement”</td>
<td>the meaning attributed to it in the CUSC;</td>
</tr>
<tr>
<td>“Maximum Export Limit” (MEL)</td>
<td>the meaning attributed to the term in Appendix 1 of Grid Code BC1</td>
</tr>
<tr>
<td>“National Electricity Transmission System” or “NETS”</td>
<td>has the meaning attributed to it in the CUSC;</td>
</tr>
<tr>
<td>“Network Operator”</td>
<td>a person with a User System directly connected to the National Electricity Transmission System to which Customers and/or Power Stations (not forming part of a User System) are connected, acting in its capacity as operator of the User System, but shall not include a person acting in the capacity of Externally Interconnected System Operator;</td>
</tr>
<tr>
<td>“Non-Embedded Customer”</td>
<td>a Customer except for a Network Operator acting in its capacity as such receiving electricity direct from the National Electricity Transmission System irrespective of from whom it is supplied;</td>
</tr>
<tr>
<td>“Operational Metering Equipment”</td>
<td>meters, instrument transformers (both voltage and current), transducers metering protection equipment including alarms circuitry and their associated outstations as may be necessary for the purposes of the Grid Code CC6.5.6 and the corresponding provision of the relevant Distribution Code;</td>
</tr>
<tr>
<td>“Output”</td>
<td>the actual Active Power or Reactive Power output achieved by a BM Unit;</td>
</tr>
<tr>
<td>“Party”</td>
<td>each person for the time being and from time to time a party of this Agreement and any successor(s) in title to, or permitted assign(s) of, such person and “Parties” shall be construed accordingly;</td>
</tr>
<tr>
<td>“Party Liable”</td>
<td>the meaning attributed to it in Clause 5.1;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Plant”</td>
<td>fixed and movable items used in the generation and/or supply and/or transmission of electricity other than Apparatus;</td>
</tr>
<tr>
<td>“Physical Notification or PN”</td>
<td>the meaning attributed to it in the Grid Code;</td>
</tr>
<tr>
<td>“Power Station”</td>
<td>an installation comprising one or more Generating Units (even where separately sited) owned or controlled by the same Generator which may reasonably be considered as being managed as one Power Station, for the purposes of this Agreement being the Generator’s Power Station;</td>
</tr>
<tr>
<td>“Proceedings”</td>
<td>the meaning attributed to it in Clause 16.1;</td>
</tr>
<tr>
<td>“Public Electricity Supply Licence”</td>
<td>a licence issued under section 6(1)(c) of the Act prior to the coming into force of section 30 of the Utilities Act 2000;</td>
</tr>
<tr>
<td>“Reactive Energy”</td>
<td>the integral with respect to time of Reactive Power;</td>
</tr>
<tr>
<td>“Reactive Power”</td>
<td>the product of voltage and current and the sine of the phase angle between them measured in units of voltamperes reactive and standard multiples thereof i.e.,</td>
</tr>
<tr>
<td></td>
<td>1000 Var = 1kvar</td>
</tr>
<tr>
<td></td>
<td>1000 kVar = 1MVar</td>
</tr>
<tr>
<td>“Relevant Contract”</td>
<td>in relation to a Provider and its Contracted Unit, any contractual commitment to provide a Reserve or a Response service other than the Mandatory Ancillary Service of Frequency Response to the Company and such other services as the Company may from time to time notify to all Providers;</td>
</tr>
<tr>
<td>“Relevant Change in Law”</td>
<td>means a Change in Law that:</td>
</tr>
<tr>
<td></td>
<td>(a) was not, acting in accordance with Good Industry Practise, reasonably foreseeable by the Generator as at the date of the Agreement; and</td>
</tr>
<tr>
<td></td>
<td>(b) affects the provision of the Contract Management Service or other similar services but not one which affects the operation of the Generator’s Contracted Units in general;</td>
</tr>
</tbody>
</table>
| “Relevant Requirement”                                    | in relation to a Contracted Unit, any requirement in the Bilateral Agreement that could affect the ability of the
### Contracted Unit

To provide the **Constraint Management Intertrip Service**;

**“Remote Transmission Assets”** any **Plant** and **Apparatus** or meters owned by the **Company** which (a) are embedded in a **User System** and which are not directly connected by **Plant** and/or **Apparatus** owned by the **Company** to a sub-station owned by the **Company** and (b) are by agreement between the **Company** and such **User** under the direction and control of such **User**;

**“Responsible TO”** NGET, being the owner and operator of the **Commercial Intertrip Scheme**;

**“Resynchronise”** the act of **Synchronising** a **Generating Unit** with a **System** by closure of the circuit breaker;

**“Secretary of State”** the meaning attributed to it in the **Act**;

**“Service Term”** the period between 00:00 hours on the **Effective Date** and 24:00 hours on 30 March 2025;

**“Settlement Period”** a period of 30 minutes ending on the hour or half hour in each hour during a day;

**“Settlement Run”** has the meaning attributed to it in the **BSC**;

**“Stability Trip”** a **Trip** whereby the **Active Power Output** of the **Contracted Units** is reduced to zero instantaneously upon receipt of an appropriate signal, typically within 150 ms;

**“Station Demand”** the meaning attributed to it in the **CUSC**;

**“Steam Unit”** a **Generating Unit** whose primes mover converts the heat-energy in steam to mechanical energy;

**“System”** any **User System** or the **National Electricity Transmission System** as the case may be;

**“System to Generator Operational Intertripping Scheme”** the meaning attributed to it in the **Grid Code**;

**“Transmission Connection Assets”** the meaning attributed to it in the **CUSC**;
“Transmission Licence” the licence granted to the Company under section 6(1)(b) of the Act;

“Trip” the Deloading of any Contracted Unit or tripping of any one or more of the Circuit Breakers at any Contracted Unit in response to a signal from the Commercial Intertrip Scheme (and not otherwise) during any Arming Period, and “Tripped” and “Tripping” shall be construed accordingly;

“Trip Conditions” the circuits for which the Commercial Intertrip Scheme can be Armed which as at the Effective Date are listed in Schedule 2, Part 1, but which may be amended pursuant to Clause 3.11;

“Tripping Payment” the meaning attributed to it in Clause 3.6.2;

“Tripping Payment Rate” the payment rate for the purposes of calculating the Tripping Payment set out in Schedule 2, Part 3;

“User” a person who is party to the CUSC Framework Agreement other than the Company; and

“User System” any System owned or operated by a User comprising:-

Generating Units; and/or

systems consisting (wholly or mainly) of electric lines used for the distribution of electricity from Grid Supply Points or Generating Units or other entry points to the point of delivery to Customers, or other Units;

and Plant and/or Apparatus connecting:

the System as described above; or

Non-Embedded Customers equipment;

to the National Electricity Transmission System or to the relevant other User System, as the case may be. The User System includes any Remote Transmission Assets operated by such User or other person and any Plant and/or Apparatus and meters owned or operated by the User or other person in connection with the distribution of electricity but does not include any part of the National Electricity Transmission System.
SCHEDULE 2
COMMERCIAL INTERTRIP

Part 1: DATA

CONTRACTED UNITS

[ ]

TRIP CONDITIONS

<table>
<thead>
<tr>
<th>FAULTED CIRCUITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pelham – Burwell Main 1; Pelham – Burwell Main 2</td>
</tr>
<tr>
<td>Burwell Main – Walpole 1; Burwell Main – Walpole 2</td>
</tr>
<tr>
<td>Walpole – Necton – Norwich Main 1; Walpole – Necton – Norwich Main 2</td>
</tr>
<tr>
<td>Bramford – Braintree – Rayleigh Main</td>
</tr>
<tr>
<td>Bramford – Pelham</td>
</tr>
<tr>
<td>Bramford – Sizewell 2; Bramford – Sizewell 3</td>
</tr>
<tr>
<td>Sizewell – Leiston</td>
</tr>
</tbody>
</table>

The following are subject to extension work being undertaken by the relevant Transmission Owners as part of the extension of the East Anglia Operational Tripping Scheme. The Company shall notify the Generator once the extension work is complete.

| Pelham – Braintree – Rayleigh Main |
| West Burton – Bicker Fen 1; West Burton – Bicker Fen 2 |
| Bicker Fen – Spalding North; Spalding North – Walpole; Bicker Fen – Walpole |
| Bulls Lodge – Rayleigh Main |
PART 2 - FORMULAE

\[ SE_{sj} = \int_{t_0}^{t_1} E_{sj}(t) \, dt \]

Where:

- \( SE_{sj} \) is as defined in the ABSVD Methodology Statement.
- \( E_{sj}(t) \) is the required energy from the Constraint Management Intertrip Service at time \( t \) from the start of Settlement Period \( j \). The required energy is determined with reference to Figure 1 (included for illustrative purposes only):

\[
FPM_0(t) + \sum_n qABO_{nj}(t)
\]

\[
QM_j(t)
\]

Where:

- \( E_{sj}(t) = \left( FPM_0(t) + \sum_n qABO_{nj}(t) \right) - QM_j(t) \)
- \( FPM_0(t) \) has the meaning attributed to it in the Balancing and Settlement Code;
- \( \sum_n qABO_{nj}(t) \) has the meaning attributed to it in the Balancing and Settlement Code;
- \( QM_j(t) \) is the BM Unit Metered Volume (as defined in the Balancing and Settlement Code) at spot time \( t \);
- \( t_0 \) is the time at which the Trip occurs;
- \( t_1 \) is the time at the end of the Balancing Mechanism Window.
# PART 3 - PRICES

## PAYMENT RATES

<table>
<thead>
<tr>
<th>TYPE OF PAYMENT</th>
<th>APPLICABLE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARMING</strong></td>
<td>£</td>
</tr>
<tr>
<td>(per Contracted Unit per MWH)</td>
<td></td>
</tr>
<tr>
<td><strong>TRIPPING</strong></td>
<td>£</td>
</tr>
<tr>
<td>(per Contracted Unit per Trip)</td>
<td></td>
</tr>
</tbody>
</table>

### ARMING PAYMENT

The *Arming Payment* ($AP_m$) to be made by the **Company** to the **Provider** under paragraph 3.6.1 for the aggregate duration of all *Arming Periods* in Month $m$, shall be calculated in accordance with the following formula:

$$AP_m = \sum_m (APR_{ju} \times MV_{ju})$$

Where:

- $\sum_m$ is the summation for all *Settlement Periods* in Month $m$ falling within an *Arming Period*;
- $APR_{ju}$ is the **Arming Payment Rate** (expressed in £/MWh) applicable in *Settlement Period* $j$, for Contracted Unit $u$; and
- $MV_{ju}$ is the **BM Unit Metered Volume** (expressed in MWh) applicable in *Settlement Period* $j$, for Contracted Unit $u$. 
PART 4 - NOTIFICATION

TELEPHONE CONTACT NUMBERS

The **Company**: 0118 936 3275

**Generator**: Direct line using Control Telephony System or [ ]
PART 5 - FORMS

Availability / Unavailability of Commercial Intertrip Scheme

(Clause 3.8)

<table>
<thead>
<tr>
<th>From: Shift Group Leader, [ ]</th>
<th>Tel: [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>To: Grid Operator, NGESO</td>
<td>Fax No. 08706024808</td>
</tr>
<tr>
<td></td>
<td>Back up Fax No. 08706024809</td>
</tr>
</tbody>
</table>

[The Commercial Intertrip Scheme at [ ] in respect of the following Contracted Units [will be]/[is] *[available]/[unavailable]*.]*

<table>
<thead>
<tr>
<th>From: [Time (Hrs/Min)] [date] / [immediately]</th>
</tr>
</thead>
<tbody>
<tr>
<td>To: [Time (Hrs/Min)] [date] / [further notice]</td>
</tr>
</tbody>
</table>

Reason for unavailability

Signed by

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

Being authorised on behalf of the Generator to make this declaration.

Acknowledged by the Company

<table>
<thead>
<tr>
<th>Signed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Time</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

Being authorised on behalf of the Company to acknowledge this declaration.
SCHEDULE 3
NOTICES

The **Company's** address for service of Notice:

National Grid Electricity System Operator Limited

Markets

Faraday House

Warwick Technology Park

Gallows Hill

Warwick CV34 6DA

For the attention of the **Company** Secretary

Facsimile Number: 01926 655630

Email address:

Copy of the Contracts and Settlements Manager

Facsimile Number: 01926 656613

The **Generator's** address for service of Notice:

[ ]

Email address: