

# Service Terms **Metering**

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**npower**

**Business  
Solutions**

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## 1 General

- 1.1 These Service Terms consist of the Product Terms (including the Schedules), the Metering Terms, the Standard Terms and the Glossary.
- 1.2 Defined Terms used in the Service Terms have the meaning given to them in the Glossary or the Contract Details (as applicable).
- 1.3 Unless expressly stated otherwise, the following order of precedence shall apply (in order of priority): the Contract Details, the Product Terms (including the Schedules and the Glossary), the Metering Terms and the Standard Terms.
- 1.4 References to a Clause or Schedule are to a Clause or a Schedule to these Service Terms. References to a Paragraph are to a Paragraph within a Schedule of these Service Terms.
- 1.5 In this Agreement a reference to any Industry Agreement, legislation or regulation (or to any provision of one of them) is a reference to the version currently in force, taking account of any replacement, amendment, modification, extension or re-enactment that may happen from time to time. If any of the source documents or indices referred to in this Agreement are unavailable or cease publication it shall be substituted by alternative source documents or indices which as nearly as practicable achieve the same result.
- 1.6 This Agreement refers to "Energy" meaning electricity or gas. Where the Services provided under this Agreement relate to gas any terms and expressions (including defined terms) used in this Agreement that are more commonly related to electricity shall be interpreted to mean the nearest equivalent term or expression for gas.
- 1.7 In Section C of this Agreement and the Glossary there are references to provisions and definitions being applicable where the Service is the supply of Energy. As this Agreement is for the Supply of Data Services and/or Metering Services and/or Online Services any provision or part of a definition which is specified as being applicable where the Service is the supply of Energy are not applicable to this Agreement and can be disregarded.
- 1.8 The Customer confirms (and this confirmation is a representation and warranty) that it is taking a supply of Services only for itself and its Affiliates listed in the Contract Details and agrees and confirms that it has the necessary authority to enter into a contract as agent for and on behalf of any Affiliates who are supplied with Services under this Agreement. If an Affiliate of a Customer takes a supply of Services under this Agreement, that Affiliate shall be deemed to have entered into an agreement directly with the Company, the Customer will procure the performance of this Agreement by those Affiliates and all references (except in this Clause 1.8) in this Agreement to "Customer" shall be deemed a reference to the Customer and each such Affiliate.

## SECTION A: PRODUCT TERMS

### 2 Meter Asset Provider (MAP) and MAP Services

- 2.1 Where stipulated in the Contract Details the Company shall supply the Meters of the type and identified by the Meter Identifiers set out in the Contract Details. The Company reserves the right prior to delivery of a Meter and with appropriate consultation with the Customer at any subsequent time from time to time during the Service Period, to substitute an alternative item for a Meter or part of a Meter provided that such substitution shall not materially adversely affect the performance of such Meter or result in any increase in the Charges.
- 2.2 The MAP Services for a Metering Point shall be provided by the Company from either a) where the Company is also providing MOP Services, the Effective Date for the MAP Services or b) where the Company is not providing MOP Services to the Customer, the date the Company delivers the Meter. Where the Company also supplies MOP Services under this Agreement and there are existing meters which the Company is replacing as part of the MAP Services then the Company may continue to use the existing meters (treated as Third Party Meters) until the Company is able to replace them.
- 2.3 Where the Customer hires Meters from the Company then title to the Meters remains with the Company unless the Parties agree, as Additional Services, that the Customer shall purchase the Meters from the Company. Where the Customer purchases such Meters the Company will sell free from encumbrances and title shall pass to the Customer on receipt by the Company of the Additional Charge in cleared funds in respect of such Additional Service.
- 2.4 The Company may only supply MAP Services under this Agreement for a COP 10 Supply if the Company or any of its Group Companies are the Customer's Energy Supplier. If this Agreement contains COP 10 Supply and during the Service Period for MAP Services the Company ceases to be the Customer's Energy Supplier the MAP Services with respect to the Meters for which a COP 10 Supply applies shall cease to apply on the date on which the Company ceases to be the Customer's Energy Supplier. Where this Clause 2.4 applies the Company shall have the right to change the Charges to reflect the change in the Company's costs as a result of the Company ceasing to supply MAP Services under this Agreement.

### 3 Meter Operator (MOP) and MOP Services

- 3.1 Where stipulated in the Contract Details the Company shall provide MOP Services for the Meters identified by Meter Identifiers including where relevant installing new Meters (whether or not supplied by the Company as MAP Services under this Agreement) in the quantities and of the type at the Site and/or at a relevant Metering Point on a Site as specified in the Contract Details.
- 3.2 The MOP Services shall be provided to the Customer from the relevant Effective Date.
- 3.3 Whether or not the Company owns the Meter, the Customer agrees that for each Meter during the Service Period for the MOP Services the Customer shall not (and shall not allow any person to) sell, loan, hire out, transfer, assign, charge or create a lien over the Meter.
- 3.4 In consideration for the MOP Charge the Company shall supply the installation, operation and maintenance services of the type and at the frequency as are set out in the relevant Industry Agreements.
- 3.5 The Company may, at its discretion, either repair or replace where necessary any defect in a Meter which is reported to it

- by the Customer or which the Company otherwise identifies which prevents the Company from being able to comply with its obligations as MOP in each case provided that in doing so the Company is not carrying out an Excluded Service (in which case Clause 3.7 shall apply).
- 3.6 Where the Customer believes that a Meter is measuring inaccurately it shall inform the Company as soon as practicable. The Company shall investigate and/or inspect the Meter and take such steps as are reasonable to test, monitor and/or verify the accuracy of the Meter. Where no fault in the accuracy of the Meter is found the Company has the right to invoice the Customer for Additional Charges to cover the cost of attending the Site and completing the investigatory work. The obligation on the Customer to continue to pay the Charges for the MOP Services is not affected by any work carried out under this Clause 3.6.
- 3.7 The Company is not obliged to supply MOP Services where in the Company's reasonable opinion the Meter or Metering System has been subject to Force Majeure, interference, vandalism or wilful or accidental damage or any other misuse (including being subjected to repairs or modifications without the Company's consent) or any defect as a result of a power cut or interruption to supply or change in voltage or where the Meter is inaccurate and such inaccuracy is not as a result of an act or omission of the Company ("Excluded Services"). Where the Customer requests and the Company agrees to provide Services in respect of an Excluded Service these shall be Additional Services for which the Company shall invoice and the Customer shall pay an Additional Charge.

### 4 Data Collector (DC) and DC Services

- 4.1 Where stipulated in the Contract Details that the Company is Appointed DC for a Metering Point the Company shall remotely retrieve the Customer's data recorded by the Meter at a Metering Point on the Customer's half-hourly Metering Systems, collect such data and send to the Customer's Data Aggregator. This shall continue where the Meter has been de-energised.
- 4.2 The DC Services shall be provided from the applicable Effective Date.
- 4.3 If Communications Equipment is not installed for a Metering Point or such Communications Equipment does not work or is not maintained to the Customer's minimum requirements (as notified from time to time) and/or is not maintained to the extent that the Company cannot obtain an accurate remote Meter reading the Company reserves the right to charge as Additional Charges any costs it incurs for the non-remote retrieval of data reads from the Meter.

### 5 Data Aggregator (DA) and DA Services

- 5.1 Where stipulated in the Contract Details that the Company is the Appointed DA for a Metering Point the Company shall aggregate and validate the data received from the Data Collector in relation to the Meter at such Metering Point and send it to the Customer's Energy Supplier. This shall continue where the Meter has been de-energised.
- 5.2 The DA Services shall be provided from the applicable Effective Date.

### 6 Online Services

- 6.1 Not used
- 6.2 Where stipulated in the Contract Details that the Company will

provide Intelligent Analytics (IA) Manager Services the Company will provide Energy consumption data collected from multiple sources for remote analysis and the visualisation of Energy consumption profiles together with the construction of user defined reports and targets using advanced analysis and alarming

- 6.3 The Online Services also provide the Company with the necessary information to provide Energy management services as Additional Services if requested or may be used by the Customer to undertake its own Energy analysis and reporting. The Customer will have access to the Online Services via a web portal and the Company shall use reasonable endeavours to facilitate the Customer's access to the Online Services on a 24 hours a day, 7 days a week basis subject always to the Customer complying with the Minimum IT Requirements
- 6.4 The Online Services also includes access to the Company's standard customer support services during Business Hours in accordance with any of the Company's Online Services support policies in effect from time to time.
- 6.5 The Customer will provide the Company with information, collaboration and if relevant Equipment or telecommunications links and interfaces needed by the Company to provide the Online Services within reasonable timescales (as requested by the Company) in order to set up the Online Services and test its operation for the Sites, Metering Points, Communication Equipment Date and other Data ("Online Testing"). Completion of Online Testing to the Company's reasonable satisfaction ("Online Go Live") is a Pre-Condition to commencement of the Online Services
- 6.6 The Online Services shall commence on the Effective Date.
- 6.7 **Data Availability**  
The Company shall use reasonable endeavours to make available the Data and where relevant the Other Data for each Metering Point from the relevant Effective Date for a period of up to three (3) years from the day to which such Data relates during each Service Period.
- 6.8 **Exclusions and Limitations**
- 6.8.1 The Company does not warrant that the Customer's use of the Online Services will be uninterrupted or error-free and the Customer acknowledges and agrees that the Online Services may not be available for planned or unplanned maintenance and testing and for failures beyond the Company's reasonable control (which include failures or delays to communications and the system hosting the website). The Company shall use reasonable endeavours to notify the Customer in advance of any reason why the Online Services may be interrupted or otherwise not working.
- 6.8.2 Without prejudice to Clause 26 the Company accepts no liability and shall not be in breach of this Agreement for any delay or non-performance if there is a fault with the Meter or any part of the Metering System not caused by the Company, if the Data received is inaccurate or if the delay or non-performance is caused by the Company's inability to communicate with a Metering System or receive Data for any Metering Point or Site other than as a result of the fault of the Company.
- 6.8.3 Save to the extent of any obligations the Company may have in respect of the Data in its capacity as the Appointed Agent for any Agent Services:-

- (a) the Data and, where applicable, the Other Data will be raw, non-validated data; and
- (b) the Company does not warrant that it will be accurate, complete or up-to-date; and
- (c) the Company shall have no responsibility for:-
  - (i) interpretation of the Data
  - (ii) analysis or commentary on the content of the reports generated by the Online Services;
  - (iii) the Customer's or any other person's reliance on it; and
  - (iv) the Data or the Online Services not meeting the Customer's expectations.

#### 6.9 Access to the Online Services

The Company shall provide the Customer with sufficient passwords to provide access to the Online Services to those members of the Customer's Personnel who require access. The Customer will not give password(s) to anyone other than the Customer's Personnel. The Customer shall take all reasonable steps so as to prevent any unauthorised access to or use of the Online Services.

#### 6.10 Restrictions on Use

- 6.10.1 Except to the extent that may be permitted by this Agreement or by any applicable Law which is incapable of exclusion by this Agreement the Customer shall not (and shall not allow or assist any other person) to:-
- (a) reproduce, redistribute, use, store or download all or any part of the Online Services or any associated software or applications ; or
  - (b) reverse compile, disassemble or reverse engineer or otherwise all or any part of the Online Services or the software or hardware that relates to it; or
  - (c) transfer all or any part of the Online Services or the data obtained from them to any third party except to the extent permitted under Clause 6.9; or
  - (d) use or make available the On-line Services to provide services to third parties whether for commercial gain or otherwise, or to build a product or service which competes with the On-line Services; or
  - (e) use the On-line Service in any manner that could interfere with the Company or any other person's use and enjoyment of any services the Company provides to others.

6.10.2 The Customer may transfer data obtained through its use of the Online Services to its professional advisors and any of its Group Companies provided always that that transfer is:

- (a) for the purposes of obtaining advice or assistance from that person in relation to the Customer's use of Energy; and
- (b) only of that part of the data that is necessary to obtain that advice.

6.10.3 In addition to the Company's rights and remedies under this Agreement, in the event of any breach by the Customer or any other person of Clause 6.9 or 6.10 (**Unauthorised Use**) that the Customer:

- (a) becomes aware of: the Customer shall promptly notify the Company and ask for the Company's consent for that Unauthorised Use. The Company may at its absolute discretion permit the Unauthorised Use and if the Company does permit it, to the extent that the Company permits it, the Company may do so as Additional Services for Additional Charges: or
- (b) either does not become aware of when the Customer (acting as a reasonable economic operator) should have become aware of or that the Customer becomes aware of but does not notify the Company or ask for the Company's consent for such Unauthorised Use and the Company discovers it: the Company will assume each Unauthorised Use is an Additional Service and the Company shall charge the Customer Additional Charges.

#### 6.10.4 Changes

- (a) The Company may upgrade, modify, replace or reconfigure or change the way it provides the Online Services (including for example changing software, platforms or other systems which the Company or the Company's Personnel use to supply the Online Services) or the Company may need to change the Minimum IT Requirements (in each case an ("Online Services Upgrade") at any time provided always that the Company shall use reasonable endeavours to mitigate the impact on the Customer or the Customer's use of the Online Services. .
- (b) In the event any such Online Services Upgrade may impact the way that the Customer or the Customer's authorised Personnel use or interface with the Online Services then the Company shall notify the Customer

in a timely manner of the expected nature and extent of such impact.

(c) If the Online Services Upgrade:

- (i) is or includes a change to the Minimum IT Requirements and following the Online Services Upgrade the Customer will not be able to comply with the revised Minimum IT Requirements the Customer may terminate the Online Services and such termination shall be deemed to be a No Fault Termination; or
- (ii) has a material adverse impact on the Customer's use of the Online Services but (i) above does not apply then either Party may Cancel the Online Services and such Cancellation shall be deemed to be a No Fault Termination.

For the avoidance of doubt an Online Services Upgrade shall not be a breach of the Agreement by the Company and neither Party may terminate the Agreement except where the Online Services are the only Services provided under this Agreement. The Company shall have no liability to the Customer for Cancellation of the On line Services under this Clause 6.10.4

- (d) In the event that the Customer wishes to change the functionality of the Online Services, the Customer shall notify the Company of the nature, type and extent of change that the Customer seeks to make. In the event that the Company considers that it is able to accommodate such a change, for example via an Online Services Upgrade, then the Parties shall seek to agree appropriate amendments to this Agreement and/or limb (b) above of this Clause 6.10.4 shall apply. In the event no written agreement can be reached or the Company does not send to the Customer an amendment to this Agreement, no change to the Online Services shall be made and this Agreement shall continue to apply.

## SECTION B: METERING TERMS

### 7 Commencement and Terms

- 7.1 Subject to Clause 7.3, this Agreement shall commence on the Agreement Date and shall continue unless and until terminated in accordance with its terms.
- 7.2 The Customer shall take each Service at each Metering Point for at least its Minimum Service Term and the Company shall provide each Service at each Metering Point for the Service Period applicable to such Service.
- 7.3 Where the Company is the Customer's Energy Supplier and either (i) the Customer has not signed an agreement for the Services with the Company or has not entered into an agreement with a third party for the provisions of services similar to the Services ("Equivalent Services") or where the Company has De-appointed a third party providing the Equivalent Services in accordance with the terms of the Customer's Supply Agreement, then, under the terms of the Supply Agreement, the Company shall provide the Services under the terms of this Agreement from the date determined in accordance with the Supply Agreement and this Agreement shall continue to apply until the Supply Agreement ends unless or until this Agreement is terminated in accordance with its terms.
- 7.4 On Cancellation of a Service or if this Agreement terminates early for any reason and the Company continues to provide any Services (the "Continuing Services") to the Customer because it either cannot stop providing the Continuing Services or it would be in breach of Industry Agreements if it stopped providing the Continuing Services the Customer shall continue to comply with all its obligations under this Agreement necessary to allow the Company to provide the Continuing Services and the Customer shall pay the Company for the provision of the Continuing Services (the "Continuing Services Charges"). The Company may (in its absolute discretion) choose to recover the Continuing Services Charges:
- from the Customer directly by providing the Customer with a valid invoice (and Clause 14.1) will apply); or
  - from the Customer through its Energy supply invoice (if the Company is the Customer's Energy Supplier); or
  - from the Customer's Energy Supplier (who may recover them from the Customer in another way); or
  - through the Termination Fee,
- or through any combination of these actions (but the Company shall not recover the same amount twice).

### 8 Pre-Conditions to supply of Services

- 8.1 The Company's obligation to provide each Service commences on the Effective Date for such Service.
- 8.2 Customer's pre-conditions  
The Customer:
- 8.2.1 confirming to the Company (and this confirmation is a representation and warranty) that:
- the Customer has the authority and capacity to provide the Company with access to the Site(s), Meters, Equipment and Metering Systems (as necessary to provide the Service); or
  - any representative or agent acting on the Customer's behalf has this authority and capacity; or
  - the Customer is the owner or occupier of the Site(s);

- 8.2.2 ensuring the Site(s) is/are Connected; and
- 8.2.3 confirming to the Company (and this confirmation is a representation and warranty) that none of the Sites are Domestic Premises and
- 8.2.4 providing suitable credit references and Security Cover if the Company asks the Customer to; and
- 8.2.5 ensuring that all Industry Agreements that are relevant to the provision of the Service and in respect of each Site (and every part of a Site) are in full force and effect and the Customer (or any owner or occupier of the Sites) has complied with them in all respects; and
- 8.2.6 ensuring that all Appointments that are relevant to each Site, Metering Point and Meter Identifier in respect of a Service are made by the Energy Supplier and are in full force and effect; and
- 8.2.7 ensuring that all the information provided by or on behalf of the Customer to the Company is complete and accurate; and
- 8.2.8 completing any actions that the Company asks the Customer to complete in advance of commencement of the Service; and
- 8.2.9 providing the Company with the details of any dispute relating to the Metering System or the Energy supply;
- 8.2.10 ensuring that the Equipment complies with the Minimum IT Requirements; and
- 8.2.11 ensuring or procuring that all Third Party Meters and any parts of the Metering System or Equipment that are not installed or maintained by the Company are certified (if required), installed and maintained by Accredited Personnel and fully compliant with all relevant Industry Agreements and Law to the extent the Customer's Energy consumption and Site require an that each meter has a Meter Identifier.

### 8.3 Company's pre-conditions

The Company:

- 8.3.1 being Accredited and holding any necessary qualifications, authorisations and consents and being allowed to provide the Customer with the Service or Services under the terms of such Accreditation, qualifications, authorisations and consents; and
- 8.3.2 being able to support each part of the Metering System and the Service or Services through its existing Communications Equipment and billing systems and not be obliged to make any changes to them.
- 8.4 Throughout the Term the Company shall continue to comply with its obligations under Clause 8.3 as if such obligations were listed in Clause 10 and the Customer shall continue to comply with its obligations under Clause 8.2 as if such obligations were listed in Clause 11.
- 8.5 Where the Company waives (in writing) the requirement for a Pre-Condition under Clause 8.2 or 8.3 to be satisfied the Company shall retain all its rights and/or remedies in respect of the failure of the Customer to comply with its obligations in respect of the provisions of Clauses 8.2, 8.3 and 8.4 (except where that failure is due to the default of the Company).

### 9 Third Party Meters

- 9.1 Where the Customer requires Agent Services to be provided to Third Party Meters it shall:-
- procure the Appointment of the Company as the Appointed Agent for each Agent Service for each Third Party Meter; and
  - procure that the Company has all relevant details necessary to perform the Agent Services, including re-programming the Meter and the retrieval of data recorded by that Meter at the Metering Point.
- 9.2 Where a Third Party Meter does not have a current or valid commissioning certificate the Company may visit the Site to commission the Third Party Meter as Additional Services for an Additional Charge.
- 9.3 The Company shall not be obliged to supply Services for Third Party Meters where the Communications Equipment or billing or other systems cannot accommodate the Third Party Meter, its telecommunications system or Metering System.
- 9.4 The Company is not required to acquire title to any Third Party Meter or to be liable in any way including for payment of any charges from the Customer's previous Appointed Agent.
- 9.5 The Company shall not be liable for any loss, damage, cost or expense howsoever incurred by the Customer or any third party as a result of:-
- the installation, set-up, programming, commissioning or use of the Third Party Meter; or
  - any act or omission of any prior Appointed Agent or of any third party who has had access to the Third Party Meter at any time.
- 9.6 The Customer shall indemnify the Company for costs, loss or any claims relating to either:-
- any time prior to the Company's Appointment as Appointed Agent for the Third Party Meter; and/or
  - any claim against the Company from the owner of the meter (where a Party is not the owner) in relation to any Services supplied by the Company.

### 10 Company Obligations

- 10.1 The Company shall provide each Service:
- from the applicable Effective Date; and
  - in accordance with Good Industry Practice and in accordance with the relevant requirements of the Industry Agreement, to the extent permitted by Law, in place of all implied terms, conditions, warranties and guarantees; and
  - during Business Hours.
- 10.2 The Company shall use reasonable endeavours to keep to any times and dates set out in the Agreement but shall not be liable for failure to comply with them.

### 11 Customer Obligations

- 11.1 The Customer shall
- comply with the terms of its Supply Agreement for any Connection Conditions; and

- 11.1.2 provide (or procure that all third parties provide) all reasonable assistance to enable the Company to perform the Services; and
- 11.1.3 provide the Company with access to the Site, Metering System, Meters, Metering Points, Equipment and Telecommunications in each case on such notice as is reasonable in all the circumstances and to the extent relevant and required for the applicable Service and/or as required by Law or under any Industry Agreement; and
- 11.1.4 notify the Company in writing as soon as practicable of any change in tenant or ownership of the Site or any change to its authority to allow the Company to access the Site. The Customer shall use reasonable endeavours to provide the Company with details of any new owner and/or occupier of the Site to the extent it is legally able to or any other information which may assist the Company to identify any new owner and/or occupier of the Site; and
- 11.1.5 notify the Company in writing as soon as practicable of any change to the Metering System or any change in any information that the Customer has provided to the Company; and
- 11.1.6 not interfere with any part of the Meter in any way; and
- 11.1.7 give the Company consent and authorisation, or procure such consent and authorisation to access data recorded by a Meter and retrieve such data collected and aggregated from the Metering System; and
- 11.1.8 secure data flow recorded by the Meter to the Online Services (including where the Company is not the Appointed Agent for any Agent Service); and
- 11.1.9 be responsible (at its own cost) for preparing and maintaining each Site and Metering Point so that the company is able to provide the Services throughout the Term; and
- 11.1.10 provide the Company with (or procure that a third party provides the Company with) Access to the Sites, Metering System, the Meters, the Metering Points and Telecommunications Equipment in each case on such notice as is reasonable in all the circumstances and to the extent relevant and required for each Service and/or as required by Law or under any Industry Agreement;
- 11.1.11 obtain and maintain all necessary property rights and all other third party consents required by Law and/or by Industry Agreements in each case to procure the Company Access and/or to enable the Company to provide the Services at each Site;
- 11.2 With effect from the Agreement Date the Customer shall Appoint and/or procure that the Company is appointed as the Appointed Agent for all Agent Services for all Metering Points at all Sites.
- 11.3 If for any reason either the Company is not the Appointed Agent from the applicable Effective Date or the Company is De-appointed at any time during the relevant Service Period then
- 11.3.1 The Service Period for those Agent Services does not start or where it has already started the Company may terminate such Services; and
- 11.3.2 Clause 12 (Failure to Comply) shall apply

## 12 Failure to Comply

- 12.1 Where the Company believes (acting reasonably) that:-
- 12.1.1 The Customer has failed to or has ceased to comply with obligations under or any requirement of this Agreement including without limitation the Pre-Conditions; or
- 12.1.2 The Customer (or the Customer's Personnel's) act or omission or the act or omission of any third party prevents or impedes the Company's ability to provide a Service (including where the Company is no longer the Customer's Energy Supplier); and/or
- 12.1.3 Without prejudice to Clause 19.2.2 a sum due and payable to the Company is in arrears for more than 5 Business Days after the due date for payment; and/or
- 12.1.4 The Customer fails to secure data flow from the Meter to the Online Services (including where the Company is not the Customer's Appointed Agent for an Agent Service),
- it shall in each case be a failure to comply (a "Failure to Comply").
- 12.2 Where there has been a Failure to Comply, the Company:
- 12.2.1 has no obligation to provide the affected Services or to perform identified Additional Services; and/or
- 12.2.2 may suspend or cease to carry out the Services impacted by the Failure to Comply (and any other Services dependent on them) until such time as the Customer has remedied the circumstances giving rise to the suspension and complied with any other requirements the Company may reasonably require; and/or
- 12.2.3 may continue to charge for the Services suspended or ceased; and/or
- 12.2.4 may recover as a debt (and charge as Additional Charges) the costs, losses and expenses it incurs (including any costs and expenses the Company incurs for Personnel and any other person).
- 12.3 The Customer will indemnify the Company for all losses, claims and expenses the Company incurs because of a breach by the Customer of this Agreement or any Failure to Comply or by reason of any wrongful act or omission by the Customer, the Customer's Personnel and/or the Customer's Group Companies.
- 12.4 Where there has been a Failure to Comply and:-
- 12.4.1 The Customer fails to remedy a failure or a delay and/or fails to comply with the Company's requirements in relation to them within a reasonable period of time; and/or
- 12.4.2 The Customer fails to agree or to pay the Additional Charges; and/or
- 12.4.3 The Customer prevents the Company from carrying out the Additional Services the Company notifies the Customer are required or that the Customer request; and/or
- 12.4.4 The Company has cause to be delayed or to cease or suspend its supply of Services to the Company on multiple occasions and/or to the extent that the Company are substantially unable to perform any Service or any other obligation under this Agreement,

then in each case, in addition to any other rights and remedies the Company has that are specified elsewhere in this Agreement, it may invoice the Customer for and the Customer shall be obliged to pay the Charges for any Services that the Company is unable to commence or continue; and the Company may consider that the

Customer is in material breach of this Agreement and Clause 19.5.1 shall apply.

## 13 Addition or Removal of Services or Meters

- 13.1 Subject to the reasonable discretion of the Company, the Customer may give thirty (30) Days' notice to add new Services, Meters or Metering Points to this Agreement (in accordance with the terms of Clause 29.12). Where any such change is made part way through any month the Company may invoice the Customer for and the Customer shall pay the Charges in accordance with the payment terms set out in Clause 14 for the whole month.
- 13.2 Where the Customer wishes to Cancel a Service after the Minimum Service Term it shall provide the Company with at least three (3) months' written notice of the Service it is terminating and the affected Sites and Metering Points. The Termination Payment in respect of the terminated Service shall be calculated in accordance with Clause 19.5.3 save that for the purposes of the Termination Payment calculation set out in Clause 19.5.3 the Early Termination Date shall be the date specified in the notice provided under this 13.2 (which shall be no less than 3 months from the date the notice was deemed to be received under Clause 29.5 or, where no date is specified, the date which is 3 months from the date the notice was deemed to be received under Clause 29.5). The remaining Services provided under this Agreement shall continue in accordance with the terms of this Agreement.
- 13.3 Where the Customer wishes to Cancel a Service before the Minimum Service Term it shall provide the Company with at least three (3) months' written notice of the Service it is terminating and the affected Sites and Metering Points. The Termination Payment in respect of the terminated Service shall be calculated in accordance with Clause 19.5.1 save that for the purposes of the Termination Payment calculation set out in Clause 19.5.1 the Early Termination Date shall be the date specified in the notice provided under this 13.2 (which shall be no less than 3 months from the date the notice was deemed to be received under Clause 29.5 or, where no date is specified, the date which is 3 months from the date the notice was deemed to be received under Clause 29.5). The remaining Services provided under this Agreement shall continue in accordance with the terms of this Agreement.
- 13.4 The Company may Cancel a Service from the Agreement on giving three (3) months' notice (or any shorter period of notice agreed between the Parties or that is imposed on the Company)

## 14 Payment Terms

- 14.1 Where the Customer is required to make payments under this Agreement (including any Termination Payments), the Company will issue a VAT invoice in relation to those payments and the Customer will make the payments in accordance with the payment terms as further detailed in Clause 14.3. The Company will issue invoices to the Customer's Billing Address.
- 14.2 The Company shall invoice the Customer on a Site aggregated basis (unless otherwise agreed in writing).
- 14.3 If the Company is the Customer's Energy Supplier the Company may agree with the Customer to include the Charges and/or Additional Charges in the Customer's Energy supply invoice and if so invoiced, the Customer shall pay such Charges in accordance with the payment terms relevant to the Customer's supply invoice. If the Company is not the Customer's Energy Supplier or the Company has issued the Customer with a separate invoice for payments due under this Agreement, the Customer will pay the amounts invoiced within 30 days of the date of the invoice.

14.4 Subject to Clause 29.15, where the Company is required to adjust an invoice previously issued to the Customer the Company shall issue a VAT credit note for the full amount of the original invoice and shall issue a new invoice for the correct amount (which shall be payable in accordance with the terms of Clause 14.1).

## **15 Appointing a third party as agent or representative of the Customer**

15.1 Where a third party represents the Customer regarding any matters relating to the Agreement, the Customer will send the Company a signed letter of authority, in accordance with the notice provisions set out in Clause 29.5 specifying the period for which the letter of authority shall apply (which shall be no more than 12 months from the date of signature) and details regarding the authority being given and the persons to whom authority is given ("LOA").

15.2 The Customer acknowledges and agrees that the Company will not act in accordance with instructions from a third party until:

15.2.1 it has received a valid, signed LOA in relation to such third party in a form and substance satisfactory to the Company appointing such third party as the Customer's agent; and

15.2.2 the Company is satisfied that the authority contained in such LOA is sufficiently clear and covers the instructions given to the Company by the third party with respect to the Customer; and

15.2.3 there are no other concerns the Company has in relation to such LOA; and

15.2.4 where such third party is a Consultant, the Company must have confirmed (at its discretion) that either the Company has or will have a valid agreement in place with such Consultant or is otherwise willing to deal with such Consultant.

15.3 Where the Customer wishes to withdraw a LOA it must send notice to the Company using nbs@npower.com stating the date on which authority is withdrawn (if no date is specified, authority will be deemed to be withdrawn from the date on which the Company receives notice in accordance with the terms of this Clause 15.3).

15.4 The Consultant Fee will be included in the Charges.

**SECTION C: STANDARD TERMS****16 Payment Arrangements**

- 16.1 Without prejudice to any other right or remedy that it may have (including the Company's rights under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998), if the Customer fails to pay any amount due to the Company on or before the due date for payment as set out in the applicable invoice, the Company may require the Customer to pay default interest on the amount outstanding at the rate of six per cent (6%) per annum above the then current base rate of the Bank of England. Interest will accrue on a daily basis and be compounded monthly from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 16.2 If there is a genuine dispute over any part of an invoice, except where the Customer is paying by direct debit, the Customer may withhold payment of that part of the invoice which is disputed. When the dispute is resolved, any outstanding balance must be paid within ten days together with simple interest calculated at the prevailing base rate of the Bank of England, which will accrue from the due date for payment as set out in the invoice which was disputed. The Customer shall not withhold payment of any part of the invoice that is not disputed or if the invoice is payable by direct debit.
- 16.3 If the Customer is required to or chooses to pay by direct debit, it must make sure sufficient funds are available. If the Customer cancels its direct debit arrangement before the Agreement comes to an end this will be a material breach of the Agreement.
- 16.4 All prices referred to in this Agreement are exclusive of VAT (which shall be charged at the prevailing rate) and any other tax, charge, levy, impost or duty applicable. If VAT is applicable it will be charged in addition to the prices quoted in this Agreement. The Customer will pay the Company and keep the Company fully and effectually indemnified against any present or future tax, levy, duty, cost or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on the profits and gains of the Company) which may be charged, levied or imposed on the Company or on the provision of the supply of goods or services (including the Services) by the Company to the Customer under this Agreement. The Company may require the Customer to pay additional sums in respect of this Clause 16.4 at any time.
- 16.5 Not used
- 16.6 The Company reserves the right to charge for any additional copies of invoices or statements of account requested by the Customer to cover the Company's administration costs of providing these.
- 16.7 Where the Company discovers an error made on any invoice and for any reason, it may submit a revised invoice when accurate information becomes available and make any reconciliations that it considers are necessary.
- 16.8 The Company may increase the Charges (or charge Additional Charges):
- by the annual percentage change in the Retail Price Index to 31 March in each year of the Term, with such change taking effect from 1 April of each year of the Term.
  - if any changes occur in the costs or charges payable by the Company to third parties in connection with the provision of the Services;

- where there is a Change in Law or Change in Details or Change in Charges;
  - if the Customer requires or causes any variation to the Services;
  - to reflect the application of Clause 9 (Third Party Meters) as and when relevant; and/or
  - to reflect the increased costs to the Company if the Customer fails to perform its obligations or satisfy its Pre-Conditions under this Agreement; or
  - where the Company states in this Agreement that the Company is entitled to charge Additional Charges for Additional Services.
- 16.9 In the event the Company makes any change to this Agreement under Clause 16.8, does not have to get the Customer's consent before making it and the changes will come into effect on the date notified by the Company to the Customer.

**17 Security Cover**

- 17.1 Where an Adverse Credit Event takes place, the Company may in its absolute discretion (instead of exercising its right to terminate this Agreement under Clause 19.3) request via notice to the Customer and the Customer shall provide, increase or replace any Security Cover (that must always be reasonably acceptable to the Company).
- 17.2 Where the Customer has been required by the Company to provide Security Cover under Clause 17.1 or 8.2.4 if:
- 17.2.1 the Company notifies the Customer that, in the reasonable opinion of the Company, there is a material change in the creditworthiness and/or financial standing of the Customer's Security Cover Provider which may affect the Customer's Security Cover Provider's ability to meet its obligations under any Security Cover; and/or
  - 17.2.2 the Company notifies the Customer that, in the reasonable opinion of the Company, the ability of the Customer or its Security Cover Provider to perform its obligations under any Security Cover is materially impaired; and/or
  - 17.2.3 any Security Cover already provided has ninety (90) days or less until it expires; and/or
  - 17.2.4 any Security Cover provided ceases for any reason to be in full force and effect, or the validity of the Security Cover is challenged or disaffirmed
- the Customer shall replace the Security Cover within five (5) Business Days of the relevant event occurring.
- 17.3 After any termination or expiry of this Agreement and following a written request by the Customer, the Company shall return the balance of any cash deposits provided as Security Cover after deducting any amounts the Company determines are due to it under this Agreement.

**18 Changes**

- 18.1 If a Change in Law occurs the Company may change this Agreement (including making changes to the Charges) at any time to the extent the Company reasonably determines is necessary, to take account of the Change in Law.
- 18.2 If the Customer becomes aware of any Change in Details or any circumstances that could lead to a Change in Details it shall promptly notify the Company.

- 18.3 If a Change in Details occurs then the Company may either make such changes to this Agreement as it deems reasonable in all the circumstances (including making changes to the Charges) or may terminate this Agreement. Any such termination will be a No Fault Termination except where the Change in Details was due to an act or omission by the Customer in which case it will be a Default Termination where the Customer is the Defaulting Party. Where this Agreement continues following a Change in Details the Customer shall reimburse the Company for any losses, charges or costs incurred by the Company as a result of a Change in Details where such Change in Details is due to an act or omission by the Customer. The Company will have no liability for functionality or performance as a result of a Change in Details or for any costs or losses incurred by the Customer as a result of the Change in Details.
- 18.4 Neither Party shall be liable to the other Party for a failure to perform any obligation under this Agreement which becomes prohibited or impossible to perform by reason of a Change in Law or Change in Details.
- 18.5 The Company does not have to get the Customer's consent before making any changes to the Charges or this Agreement under Clause 18.1. Changes made by the Company in accordance with Clause 18.1 shall be notified to the Customer in accordance with Clause 29.5 and will come into effect on the date notified by the Company to the Customer.

**19 Termination**

- 19.1 This Agreement will automatically come to an end if:
- 19.1.1 the Company no longer holds or has the benefit of the necessary Permissions such that it is unable to provide any of the Services; or
  - 19.1.2 the Company ceases to be a party to any Industry Agreement necessary to allow the Company to provide all the Services to the Customer or any of the Sites
- (in the circumstances provided for in this clause 19.1 the Company will be the Defaulting Party and the Customer the Non-Defaulting Party).
- 19.2 Either Party (the "Non-Defaulting Party") may terminate this Agreement by giving a Termination Notice to the other Party (the "Defaulting Party"):
- 19.2.1 to the extent permitted by the Insolvency Act 1986, if an Insolvency Event occurs to the Defaulting Party; or
  - 19.2.2 if the Defaulting Party fails to pay any amount properly owed by it in full by the due date and payment is not then made within five (5) Business Days of receiving written notice specifying the non-payment; or
  - 19.2.3 if the Defaulting Party is in material breach of this Agreement (other than a failure to pay covered by Clause 19.2.2) and, if the breach can be remedied, has failed to remedy the breach within fourteen (14) days of being asked to do so.
- and the Termination Notice shall come into effect immediately or, if a date is specified in the Termination Notice, on that date (the "Early Termination Date").
- 19.3 The Company may end this Agreement by giving written notice to the Customer and this notice will come into effect immediately if
- 19.3.1 the Customer suffers an Adverse Credit Event; or

- 19.3.2 (where the Service provided under the Agreement is the supply of Energy) the Customer has committed Energy theft  
(in the circumstances provided for in this clause 19.3 the Customer will always be the Defaulting Party and the Company the Non-Defaulting Party).
- 19.4 Either Party may terminate the Agreement by giving a Termination Notice to the other Party without fault (a "No Fault Termination") if
- 19.4.1 there is a Change in Law where the adverse effect on one or both of the Parties is such that in the affected Party's reasonable opinion it cannot be remedied or rectified by reasonable changes to the Agreement or the Charges; or
- 19.4.2 if an event of Force Majeure has continued for more than one (1) month (provided that the event is continuing at the proposed Early Termination Date)
- provided that for No Fault Termination the Early Termination Date set out in the Termination Notice must be at least three months from the date of the Termination Notice except where the Change in Law has or will come into effect sooner, in which case the Early Termination Date may be a date that is reasonable in all the circumstances.
- 19.5 Following early termination in accordance with this Agreement the Company will calculate the Termination Payment which will consist of the following:
- 19.5.1 For a Default Termination where the Customer is the Defaulting Party, the Outstanding Invoices/Settlement Exposure, the Industry Costs, the Equipment Costs, the Company's Lost Income and the Company's Losses; or
- 19.5.2 For a Default Termination where the Company is the Defaulting Party, the Outstanding Invoices/Settlement Exposure, the Industry Costs, the Equipment Costs, (less the Customer's Losses); or
- 19.5.3 For a No Fault Termination, the Outstanding Invoices/Settlement Exposure, the Industry Costs
- and the Company shall notify the Customer of the amounts payable by the Customer in respect of the Termination Payment within fourteen (14) days of the Early Termination Date (unless the Termination Payment is a negative amount in which case the absolute value shall be payable by the Company to the Customer).
- 19.6 Each Party shall be required to take all reasonable steps to mitigate the amounts payable by the other Party, and the amounts payable as Termination Payments by either Party shall be netted off and the Company shall calculate the final Termination Payment and the identity of the Paying Party.
- 19.7 In the event of:
- 19.7.1 a Credit Termination, the Paying Party shall pay the other Party the Termination Payment within five (5) Business Days; or
- 19.7.2 an Adverse Credit Event or Insolvency Event affecting the Paying Party after the Early Termination Date; the Paying Party shall pay the other Party the Termination Payment (or any outstanding part of it) within five (5) Business Days of that Adverse Credit Event or Insolvency Event; or
- 19.7.3 any other circumstances, the Paying Party will pay the Termination Payment within ten (10) Business Days.

## 20 Consequences of Termination

- 20.1 Termination of this Agreement is without prejudice to any rights and/or obligations that have accrued prior to the termination.
- 20.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after its termination shall remain in full force and effect.
- 20.3 The Customer shall (or shall procure) access to its Sites to enable the Company to disconnect and/or remove any the Company Equipment, any Confidential Information or third party's Equipment.

## 21 Use of Technical Data

- 21.1 In the event of any loss or damage to either Party's Technical Data, the sole and exclusive remedy shall be for the other Party to use reasonable endeavours to restore the lost or damaged Technical Data from the latest back-up of the Technical Data that is available.
- 21.2 The Customer must provide (or procure the provision of) all Technical Data or Technical Data flow required by the Company to carry out its obligations under this Agreement.
- 21.3 In addition to the rights set out in Clause 21.2 the Customer agrees that the Company may use the Technical Data obtained under this Agreement and that it may disclose the Technical Data to any person including any Company Personnel or any of the Company Group Companies to identify, develop and market new services for customers (on an anonymous basis).

## 22 Confidentiality

Without prejudice to Clause 22,

- 22.1 Neither Party shall;
- 22.1.1 use the other's Confidential Information for any reason other than for the purpose of exercising its respective rights and/or obligations under this Agreement (the Permitted Purpose);
- 22.1.2 disclose the other's Confidential Information to any person unless such Party has given the other prior written consent or is permitted to do so under Clause 22.2.
- 22.2 Either Party may disclose Confidential Information to the extent necessary:-
- 22.2.1 for the Permitted Purpose;
- 22.2.2 to a Group Company other than one that operates in the same industry and market in competition with the other Party; or
- 22.2.3 as is required to be disclosed by any Applicable Law, any Competent Authority or by the rules of any stock exchange to which either Party is subject.
- 22.3 Confidential Information shall not include any information that is or becomes publicly known other than by a breach by either Party of its respective obligations under this Clause 22.
- 22.4 The Company may disclose and publish for marketing, promotion and competitive tendering purposes (for example as a case study) the existence of this Agreement and it may use the Customer's trade name and logo for these purposes.
- 22.5 This Clause 22 shall survive termination of this Agreement for (2) two years.

- 22.6 Any data or information collected in connection with the performance of this Agreement may be retained by both Parties for at least 6 years following the Expiry Date or (where applicable) the Early Termination Date.

## 23 Data Protection

- 23.1 The nBS Privacy Notice sets out the way in which the Company uses Personal Data supplied to it by a Customer or which the Company legally receives from a third party in relation to a Customer and the Company's legal basis for such use. The nBS Privacy Notice is subject to change and the current version is published at [npowerbusinesssolutions.com/information/privacy-policy](http://npowerbusinesssolutions.com/information/privacy-policy) The Customer confirms that in respect of any Personal Data it transfers to the Company, it is entitled to transfer it and has provided a copy of the nBS Privacy Notice to the subject of the Personal Data.

## 24 Intellectual Property

- 24.1 The Customer acknowledges and agrees that the Company owns all Intellectual Property (including in any software) that it uses to carry out its obligations under this Agreement and, except as set out expressly in this Agreement, the Customer does not have any right or licence to use such Intellectual Property.
- 24.2 All new Intellectual Property arising in or created pursuant to this Agreement shall remain or vest in the Company. To the extent that the Customer needs any right to use the Company's Intellectual Property (including any created during the term of Agreement) in connection with a Service under this Agreement, the Company grants the Customer a licence to do so for the purpose of receiving such Service under this Agreement only until the Expiry Date (where applicable) or Early Termination Date for such Service. The Customer may not transfer that licence to anyone else and it shall not infringe any of the Company's Intellectual Property rights and the Customer may only use such rights for the purposes set out in this Agreement. The Customer shall indemnify the Company in respect of all claims, losses or liability if it breaches this Clause 24.2.
- 24.3 If the Company needs to use any of the Customer's Intellectual Property in connection with the Agreement, then the Customer grants, without charge, a licence to use those rights as required for the purposes of this Agreement. The Customer agrees that this licence cannot be revoked and that the Company can transfer this licence to the Company's Personnel to the extent it thinks that such transfer is required. The Customer warrants that the use of any such Intellectual Property will not infringe the rights of any third party and the Customer shall indemnify the Company in respect of all claims, losses or liability if they do.

## 25 Force Majeure

- 25.1 If either Party is adversely affected by Force Majeure it shall notify the other Party as soon as reasonably practical and in writing of the nature, extent and effect of such event (FM Notice).
- 25.2 Where a Party issues an FM Notice, neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from an event of Force Majeure provided always that payment cannot be excused nor can a change in consumption be an event of Force Majeure. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed except that no such extension shall continue beyond the Term. Where a Party experiences an event of

Force Majeure it shall notify the other Party as soon as reasonably practicable of the Force Majeure event and shall further notify the other Party when the circumstances of the Force Majeure end.

## 26 Exclusions and Limits of liability

- 26.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury through negligence, fraudulent misrepresentation or fraud.
- 26.2 Where the Company is required to access the Sites, it shall not be liable if it is in breach of this Agreement because it is complying with the Customer's rules and regulations or security measures; or because it encounters any hazard which the Customer has not told the Company about.
- 26.3 Neither Party shall be liable to the other to the extent that any failure or delay in performance is due to any act or omission of the other Party or its Personnel.
- 26.4 Except where Clause 26.1 applies, if the Company is negligent or has failed to comply with this Agreement and that negligence or failure directly results in physical damage to a Site, the maximum amount that the Company will have to pay for such damage is £250,000 over the Term of the Agreement or such other amount as may be specified as the Physical Damage Liability Limit in the Contract Details (which, if included, shall apply in place of the limit stated in this Clause).
- 26.5 Except where Clause 26.1 or Clause 26.4 applies, and excluding any amount payable as a Termination Payment, a Party's entire liability to the other for damages (including if a Party has been negligent) under this Agreement shall not exceed in the aggregate the lower of :-
- 26.5.1 the total Charges received in respect of the supply of Services during the preceding twelve month period prior to the date liability accrues; or
- 26.5.2 £50,000 in aggregate
- save that any amounts payable by a Party for damages that directly relate to Industry Costs shall be uncapped.
- 26.6 Save to the extent included in a Termination Payment or otherwise expressly stated in this Agreement, neither Party shall be liable to the other in any circumstances (including if that Party has been negligent) for any: loss of direct or indirect profits; loss of business; loss of bargain; loss of operation time, loss of anticipated savings, loss of goodwill; loss, theft, corruption, destruction, alteration to or disclosure of data or Technical Data; additional expenditure; indirect or consequential loss in each case arising out of or in connection with the Agreement.
- 26.7 Where either Party's (Non Defaulting Party) Group Companies suffer a loss because of any: breach of this Agreement; or act or omission by the other Party (Defaulting Party) or its Personnel and/or its Group Companies, then the Non Defaulting Party may recover such loss from the Defaulting Party as an agent of the Non Defaulting Party's Group Companies and/or Personnel and the Defaulting Party may not contend that such loss is indirect or consequential by virtue only of it being suffered by a Group Company or by Personnel.
- 26.8 The Company shall not be held liable for any costs or losses suffered by the Customer as a result of the Company using information provided to it by the Customer or any third party or any other industry participants which, at the time it was used by the Company, the Company reasonably believed to be accurate notwithstanding that such information may, following such use, be found to have contained errors or inaccuracies.

## 27 Dispute resolution

- 27.1 The Parties shall attempt to resolve any disputes relating to this Agreement (Dispute) by negotiations between their respective representatives who have authority to so negotiate and settle the Dispute. If a Dispute cannot be settled through negotiations by such appropriate representatives then either Party may issue a notice in writing setting out full details of the nature of the Dispute (a Dispute Notice) and it shall (within a reasonable time period) be referred to suitable senior executive managers who shall seek to resolve it. If the Parties do not resolve the Dispute within twenty (20) Business Days of the date of issue of the Dispute Notice (unless an alternative time scale is agreed in writing between them), then the remaining provisions of this Clause 27 shall apply.
- 27.2 If:
- 27.2.1 the Dispute is a Small Claim; or
- 27.2.2 the Dispute arises in connection with an amount that is due under this Agreement but has not been paid,
- then any Dispute that the Parties cannot resolve together as set out above in Clause 27.1 shall be dealt with by the English courts. Clause 28 (Expert Determination and Arbitration) will not apply to that Dispute (or, if the Customer is a Microbusiness, to any Dispute arising between the Parties).

## 28 Expert Determination and Arbitration

- 28.1 If the Parties cannot resolve the Dispute together as set out above in Clause 28.1 and if Clause 28.2 does not apply, the Dispute will be resolved in accordance with this Clause 28.
- 28.2 Expert Determination: If the Dispute is of a technical nature then either Party may refer the Dispute for final determination to an expert nominated jointly by the Parties or, failing such joint nomination, by an appropriate expert in the field within which the Dispute arises (Expert) and:
- 28.2.1 the Expert shall be deemed to act as an expert and not as an arbitrator;
- 28.2.2 the Expert's decision shall, subject to Clause 28.3, be final and binding on the Parties;
- 28.2.3 the Expert's costs shall be borne between the Parties in equal shares unless the Expert determines that the conduct of one Party is such that that Party should bear all of such costs.
- 28.3 Either Party has the right to appeal against a decision of an Expert on the basis of "manifest error".
- 28.4 Arbitration: If the Dispute is not one that is covered by Clause 28.2, then subject to any contrary provisions of any Industry Agreement the Dispute shall be and is by this Agreement referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time. The provisions of the Arbitration Act 1996 shall apply to any such arbitration subject to any permitted exceptions to them agreed by the Parties. The seat for arbitration shall be England and Wales and the law of England shall be the proper law of reference to arbitration.

## 29 General Provisions

- 29.1 The Customer shall not assign its rights or transfer any of its obligations under this Agreement without the Company's prior, written consent. The Company may at any time assign all or any of its rights or transfer all or any of its obligations under this Agreement to any other person provided always that that person

holds the necessary Permission to carry out the Company's obligations under this Agreement and holds the necessary skill and expertise to perform the relevant obligations and the Customer appoints the Company as its agent and attorney to the fullest extent necessary to enter into, on the Customer's behalf, any novation or agreement required in this respect. .

- 29.2 The Company may sub-contract all or any of its obligations to a third party provided that the Company remains responsible to the Customer for any obligations that it sub-contracts.
- 29.3 The Customer confirms (and this confirmation is a representation and warranty) that it is entering into this Agreement only for itself and its Group Companies listed in this Agreement. The Customer agrees and confirms that it has the necessary authority to enter into a contract as agent for and on behalf of any such Group Companies and such Group Companies shall be deemed to have entered into an agreement directly with the Company. The Customer will procure the performance of this Agreement by those Group Companies.
- 29.4 Not used
- 29.5 Subject to Clause 15.3, all notices sent by the Customer to the Company under this Contract must be delivered to the following email address: EnergyServicesContractManagement@npower.com and copied to the Customer's usual contact. All notices sent by the Customer to the Company under this Contract shall also be delivered personally or by first class post or by courier to Customer Service, Npower Commercial Gas Limited, 2 Princes Way, Solihull, B91 3ES and for notices relating to the dispute resolution procedure or termination, to the following email address: legal@npower.com. All notices sent by the Customer to the Company will be delivered personally or by post or by courier to the Customer's billing address or to the Customer's registered office or the Customer's email address if one has been provided (save that Termination Notices shall not be delivered solely to the Customer's email address). Delivery of a notice shall be deemed received:
- 29.5.1 in person or by courier, on the delivery date, or on the next Business Day if the delivery date or time was not during normal business hours;
- 29.5.2 by first class post, on the second Business Day after the day of posting;
- 29.5.3 by second class post, on the third Business Day after the day of posting;
- 29.5.4 by email, on the delivery date or the next Business Day if the delivery date and time was not during normal business hours.

All other communications may be sent by email if an email address for such communications has been provided by a Party. In relation to the Company the email address set out in this Clause 29.5 shall not be used for communications between the Parties other than Termination Notices and notices under the dispute resolution procedure. This Clause 29.5 does not apply to the service of any proceedings or other documents in any legal action where the Civil Procedure Rules shall apply.

- 29.6 On entering into this Agreement the Company expects the Customer to comply with the Applicable Law and to support and enact the principles established in the "Global Compact Initiative" of the United Nations in each case in the areas of human rights, labour standards, the environment and anti-corruption ([www.unglobalcompact.com](http://www.unglobalcompact.com)). The Company shall comply with all codes of conduct applicable within its Group Companies and it shall inform the Customer of any that it (or its Personnel) needs to comply with.

- 29.7 This Agreement constitutes the entire and only agreement between the Parties for its subject matter and, with effect from Agreement Date, supersedes other arrangements or contracts between the Parties limited to the subject matter of this Agreement. The Customer agrees, in entering into this Agreement, that it has not entered into this Agreement on the reliance of any statement or representation or other provision except those set out in this Agreement.
- 29.8 No failure or delay of either Party to exercise any right, power or remedy in connection with this Agreement will operate as a waiver of the same. Either Party may expressly waive any breach, right, power or remedy in connection with this Agreement by writing such waiver down, expressing it to be such a waiver and serving it as a notice in accordance with Clause 29.5. Any express waiver of any right, power, remedy or breach of this Agreement shall not be deemed to be a waiver of any subsequent or former right, power, remedy or breach.
- 29.9 If any Clause of this Agreement becomes invalid, illegal or unenforceable, the remaining Clauses shall continue in full force and effect.
- 29.10 Nothing in this Agreement is intended to create a partnership between the Parties (even where the term "partnership" is used).
- 29.11 This Agreement may be executed in any number of counterparts, each of which when executed will be a duplicate original, but all the counterparts shall together from the one agreement.
- 29.12 Except where it is expressly stated that a variation may be made to this Agreement by notice from one Party to the other, any variation to this Agreement needs to be in writing, referred to as a variation of this Agreement and signed by authorised representatives of each Party.
- 29.13 No person who is not a party to this Agreement may enforce this Agreement or any part of it or have any rights under the Contracts (Rights of Third Parties) Act 1999 except where and to the extent as is expressly stated in this Agreement.
- 29.14 Subject to Clause 28, the Parties submit to the exclusive jurisdiction of the Courts of England and Wales and this Agreement is governed by the laws of England and Wales.
- 29.15 The Company may at any time set-off any sums the Customer owes now or in the future to the Company under this Agreement against any monies the Company owes to the Customer under this Agreement or any other agreement between the Parties, but all payments by the Customer to the Company shall be made free of any restriction and without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise. Any exercise by the Company of its rights under Clause will not limit any other rights and remedies available to it.

## GLOSSARY SCHEDULE

<b>Accredited</b>	Formal industry licence and/or accreditation and/or certification of qualifications, systems and business processes in each case of a person including those required by Industry Agreements	<b>Appointed Agent</b>	A person Accredited and Appointed to provide an Agent Service
<b>Additional Charges</b>	either a) any charges relating to the Services under this Agreement other those listed as "Charges" in the Contract Details; or b) charges for Additional Services, in each case the charges shall be the amount that either are agreed in advance or that the Company reasonably determines are current and applicable for the work and materials performed	<b>Authority</b>	The Gas and Electricity Markets Authority as created under Section 1 of the Utilities Act 2000 or any replacement body
<b>Additional Services</b>	means services which are not included as part of the Services which may be provided by the Company in accordance with the terms of this Agreement	<b>Billing Address</b>	Shall (if applicable) be as set out in the Contract Details
<b>Adverse Credit Event</b>	where: a) the Customer is, in the reasonable opinion of the Company unlikely to be able to either meet its financial obligations or perform its other obligations under this Agreement, in each case whether this is due to a material change in its creditworthiness or financial standing or otherwise; or b) the Customer fails to comply with the terms of Clause 17 (if any apply to it); or c) there is a consolidation, amalgamation or merger with or transfer of all (or substantially all) of the assets to another entity, and following such restructure, in the reasonable opinion of the Company the creditworthiness of the Customer is materially weaker than before the restructure or the resulting, surviving or transferee entity does not assume all the obligations of the Customer under this Agreement; or d) the Customer's credit rating or scoring given at the Agreement Date as set out in the Contract Details (where applicable) is either withdrawn or falls; or e) the Control of the Customer is acquired by any person or group of Connected Persons who did not Control the Customer at the date of this Agreement and following that change of Control, the creditworthiness of the Customer or the credit rating or scoring is lower than it was immediately prior to that change of Control; f) a Credit Insurance Event has occurred; or g) (where the Customer is a Public Body only) in the reasonable opinion of the Company, there is a Change in Law that affects the Customer's right to receive financial support from the government of the United Kingdom (or any part of it)	<b>BSC</b>	The Balancing and Settlement Code designated by the Secretary of State with the Approval of the Authority and which term shall include the Codes of Practice
<b>Agent Service</b>	together and severally services as described in Industry Agreements provided by an Appointed DC, DA, MOP or MAP	<b>Business Day</b>	a day other than a Saturday or a Sunday on which the clearing banks in London are open for general business
<b>Agreement Date</b>	Subject to Clause 7.3 the date given in the Contract Details or, where none is specified, the date the Agreement is signed by the Company	<b>Business Hours</b>	08:00 to 17:00 on a Business Day
<b>Affiliate</b>	Any company that is either a holding company or a subsidiary company of a Party, or a subsidiary company of one of a Party's holding companies. The terms 'holding' and 'subsidiary' have the meanings given to them in section 1159 of the Companies Act 2006	<b>Cancel, Cancellation</b>	to cancel or terminate a Service (but not terminate the Agreement)
<b>Applicable Law</b>	(a) Any applicable law or regulation, by-law, judgment, order, decree, rule, decision, directive, statutory instrument, subordinate or delegated legislation, or other legislative measure having effect in the jurisdiction applying to the Agreement; and b) any applicable standard, code or licence issued by a Competent Authority including any Industry Code	<b>Change in Charges</b>	any of the following events occurring after the Agreement Date (whether or not the event was foreseeable): a) there is any change to any existing charge, cost, expense and/or obligation to the Company in respect of or associated with the Service or reasonably attributable to the Customer (including for the avoidance of doubt a change in the methodology used to calculate any such amount) howsoever arising, or b) (where the Service is the supply of Energy) there is any change to the amounts payable in respect of any Pass Through Costs howsoever arising or any replacement obligation, charge or levy which may replace them; or c) any new charge, cost, expense and/or obligation, whether temporary or permanent, is introduced in respect of or associated with the Service or as a result of the Company holding the Permissions howsoever arising to the extent that such charge, cost, expense and/or obligation (or increase or additional charges, costs or expenses) is / are required to be paid by or incurred by providers of the Service (or a class of providers that includes the Company) on an industry wide basis in respect of the provision of the Service in similar circumstances.
<b>Appointment</b>	The appointment of an Accredited person to a role by following a formal industry process (including those roles and processes set out or referred to in Industry Agreements)	<b>Change in Details</b>	any of the following events occurring after the Agreement Date (whether or not the event was foreseeable): a) there is a manifest error in the Charges quoted or charged to the Customer; or b) where the Company is provided with inaccurate information (whether by the Customer or a third party) about the Customer, the Charges, the Sites, the Customer's Equipment or any third party Equipment relevant to the provision of the Service, the Customer Information, the Technical Details, or any other information which has an impact on the provision of the Service or calculation of Charges; or c) there is any change in the ability to charge, invoice or take payment from the Customer or for any third party Equipment relevant to the provision of the Service or there is a change to the Customer's Equipment (or Third Party Meter); or d) a change to the Services; or e) a failure by the Customer to perform its obligations under the Agreement f) any Sites are located or become located on a Private Network; or g) where there is any change to the Technical Details or a material change to the Customer Information

<b>Change in Law</b>	any of the following events occurring after the Agreement Date: (a) the coming into effect of any Applicable Law or Industry Agreement; (b) the repeal, amendment or replacement of any Applicable Law, or Industry Agreement; and/or (c) a change in the interpretation or application of any Applicable Law, or Industry Agreement by the Authority or any other competent authority established under any law, directive, regulation or Industry Agreement	<b>Continuing Services Charges</b>	The charge that the Customer must pay for the Continuing Services which will be the same as the relevant Charges stated in the Contract Details until the end of the Minimum Service Term and for any period after that, will be the amount that the Company determines from time to time
<b>Charges</b>	the charges payable by the Customer to the Company as stated in the Contract Details for each Service and where the context so requires, the expression "Charges" shall include together or severally Additional Charges and the Termination Payment	<b>Contract Details</b>	the list of contract details which, together with these Service Terms form the Agreement
<b>Communications Equipment</b>	the technology, data communication lines, network connections and telecommunications links between the Customer's Meter and the Company's data centres that enables the remote retrieval of Technical Data from a Meter in each case pursuant to minimum requirements and specification(s) prescribed by the Company and/or by Industry Agreements (as notified to the Customer from time to time)	<b>Contract Start Date</b>	As set out in the Contract Details
<b>Competent Authority</b>	any court in Great Britain, the Authority, any local, national or international regulator, inspectorate, Minister, Ministry or public official of the UK or (for so long as the UK is a member of it,) the European Union, and any other body having enforcement powers over the Company or in relation to the Service	<b>Control</b>	Has the meaning given in s.1124 of the Corporation Tax Act 2010
<b>Company's Authorised Person</b>	the person(s) set out in the Company's Contact Details in the Contract Details;	<b>COP 10 Supply</b>	Where the Customer is supplied with Energy that is metered using a Meter that was previously being settled pursuant to Industry Agreements on a non-half hourly basis but which is now being settled on a half hourly basis as a consequence of a change to Industry Agreements.
<b>Company's Losses</b>	the amount the Company reasonably determines in good faith to be the total direct losses costs and expenses it incurs in relation to the termination of this Agreement including the Management Fee and any transaction or index fees incurred in establishing or liquidating any trading position but excluding the Company's Lost Income	<b>Credit Insurance Event</b>	Where the Company's credit insurer gives notice to the Company: a) requesting that the Company takes action to protect against credit risk exposure in respect of the Customer, or b) that the Company's credit insurer will or intends to restrict, reduce, limit, remove or otherwise amend the credit insurance being provided in respect of the Customer
<b>Company's Lost Income</b>	the amount the Company would have expected to receive from the Customer in the form of Charges under this Agreement in the twelve months immediately following the Early Termination Date if the Agreement had not terminated early	<b>Credit Termination</b>	a termination in accordance with Clause 19.2.1, 19.2.2 or 19.3.1
<b>Confidential Information</b>	All confidential or proprietary information (however recorded or preserved) relating to this Agreement that is disclosed or made available whether before or after the Agreement Date (in any form or medium), directly or indirectly, by the one Party to the other	<b>Customer Information</b>	any data and information that is either a) required to be provided by the Customer to the Company to satisfy a contractual obligation contained within this Agreement; or b) requested by the Company from the Customer from time to time and that is reasonably necessary or desirable for the provision of the Services
<b>Connection</b>	the physical elements that are required as described in Industry Agreements being present so that the Company can supply the Customer with Energy at a Connection Point	<b>Customer's Equipment</b>	any Equipment owned, operated or installed by the Customer or a third party on the Customer's side of the Connection Point including the Metering System
<b>Connected Conditions</b>	The terms and conditions that are described either in the Customer's Supply Agreement or in the Industry Agreements that the Customer must meet in order for the Customer's Energy Supplier to be able to supply Energy to any of the Metering Points	<b>Customer's Losses</b>	the amount the Customer reasonably determines in good faith to be the total direct losses costs and expenses it incurs in relation to the termination of this Agreement and any transaction or index fees incurred in establishing or liquidating any trading position
<b>Connection Point</b>	the point at which the Customer is supplied with Energy	<b>Data</b>	Any data recorded by a Meter at a Metering Point
<b>Consultant</b>	As set out in the Contract Details (where applicable)	<b>Data Aggregation Services (DA Services)</b>	The services to be supplied by the Appointed Data Aggregator for the Metering Points as more particularly described in the Industry Agreements and, where the Company is the Data Aggregator as set out in Clause 5
<b>Consultant Fee</b>	A component element of the Charges payable by the Customer to the Company in accordance with this Agreement which is intended to recognise the liability of the Company to make payments to the Consultant as a consequence of this Agreement having been entered into)	<b>Data Aggregator (DA)</b>	A data aggregator is required under Industry Agreements and is Appointed to aggregate Data that it receives from Data Collector(s) for Energy consumption recorded at half-hourly meters at a metering point and which it then validates and sent to the applicable Energy Supplier for billing
<b>Contact Details</b>	the contact details set out in the Contract Details as may be amended from time to time on the provision of written notice by a Party	<b>Data Collector (DC)</b>	A data collector is required under Industry Agreements and is Appointed to collect, retrieve and process Data from half-hourly Meters at each Metering Points and sent it to the Appointed DA
<b>Continuing Services</b>	Has the meaning given in Clause 7.4	<b>Data Collection Services (DC Services)</b>	The services to be supplied by the Appointed Data Collector for the Metering Points as more particularly described in (a) the Industry Agreements, and (b) where the Company is appointed as DC, Clause 4
		<b>Data Services</b>	Together or severally the DC Services and/or the DA Services
		<b>De-appointed</b>	In relation to an Appointed Agent, the cessation or expiry for any reason of the Appointment
		<b>Default Termination</b>	means a termination under Clause 19.1, 19.2 or Clause 19.3

<b>Domestic Premises</b>	has the meaning given in the Industry Agreements		
<b>Early Termination Date</b>	The date provided in a Termination Notice sent in accordance with Clause 19.2, 19.3 or 19.4 or, if no date is specified in such Termination Notice, the date the Termination Notice is deemed to have been received by the Party to which it was sent under the terms of Clause 29.5		whole or any part of its assets, or any distress, execution or other process is levied or enforced upon the whole or any part of its assets; or (d) it has a bankruptcy order made against it or action commencing an administration order or the winding-up or dissolution of it (other than for the purpose of reorganisation which has been approved by the other party)
<b>Effective Date</b>	the Contract Start Date or the day following the day on which the Company is satisfied that all Pre-Conditions have been met or waived for such Service (if later)		
<b>Energy</b>	electricity or gas as applicable;	<b>MAP Services</b>	together and severally, the supply (by purchase or hire) and delivery of the Meters at the Metering Points at the Sites as further described in Clause 2
<b>Energy Supplier</b>	A supplier of Energy licensed as an electricity supplier under the Electricity Act 1989 or as a gas supplier under the Gas Act 1986 and contracted to the Customer to supply the Customer with Energy at the Metering Points at the Sites	<b>Master Registration Agreement (MRA)</b>	the multi-party agreement between all licensed Energy distribution businesses and Energy Suppliers that sets out terms for the provision of metering point administration services and procedures for the change of Energy Supplier to any premises or metering point as amended and published from time to time
<b>Equipment</b>	any equipment including meters, pipework, valves, secondary Meters or other apparatus used to transport, measure and control the supply of Energy and any Communications Equipment and any ancillary equipment	<b>Metering Point</b>	The particular location on the Site where the Meter(s) is/are to be installed if set out in the Contract Details or otherwise notified to the Company in a timely manner prior to the Contract Start Date
<b>Equipment Costs</b>	the actual costs incurred by the Company in removing the Company's Equipment where it is economical to do so, or where the Company fails to remove its Equipment in a reasonable time, the cost to the Customer of removing that Equipment. Where it is not economical or possible to remove the Company's Equipment, the Equipment Costs shall be equivalent to the value of any Equipment left behind to the extent that the Company has not recovered that cost through the Charges	<b>Meter</b>	Meters of the nature, type, number and Meter Identifier as are identified in the Contract Details and which a) where the Company is MAP, the Company is to supply to the Customer as MAP Services; and/or b) meters that are to be Third Party Meters; and/or c) for Online Services (where the Company is not providing Meter Services or Data Services) the meters for which the Company is supplying those Online Services
<b>Excluded Services</b>	Has the meaning set out in Clause 3.7	<b>Meter Asset Provider (MAP)</b>	the Accredited person who supplies the Customer (either by purchase or hire) with a new meter
<b>Good Industry Practice</b>	the exercise of that degree of skill, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances as the context of this Agreement so requires;	<b>Meter Identifier</b>	For a Metering Point, the unique reference number associated with the Meter at it and which will be either a) MPAN or MPRN (as applicable) if the Metering Point is connected to a distribution system; or b) Meter System Identifier (as defined in the BSC) if the Metering Point is connected to a transmission system
<b>Group Company</b>	Any party that directly or indirectly Controls, is Controlled by or is under common Control with another entity	<b>Meter Operator (MOP)</b>	A meter operator is required under Industry Agreements and is Appointed to install, commission, operate and maintain half-hourly Meters at each Metering Point
<b>Industry Agreement</b>	any agreement which either the Customer or the Company is required to be party to or to adhere to in order to provide or receive the Services under this Agreement (including any code or agreement issued by an Industry Body, the Connection Agreement, the Use of System Agreement, the Settlement Agreement, the MRA, the Data Transfer Service Agreement, and the CUSC or the Network Code and the SPAA as each such term is described in the BSC or the Network Code as applicable)	<b>Metering Services</b>	Together or severally a) MAP Services; and/or b) MOP Services as indicated in the Contract Details as being the subject of this Agreement and described further in Clauses 2 and 3
<b>Industry Costs</b>	any costs that the Company incurs to any other industry participant in connection with the termination of this Agreement	<b>Metering System</b>	The Customer's meters, the Meters, the Third Party Meters, the Metering Points, the Connections, the Communications Equipment and any ancillary equipment including all pipework, apparatus or other related equipment in the possession and control of the Customer and in each case which the Customer uses in relation to its Energy supply including measuring and recording the flow of Energy and retrieving, collecting and/or aggregating data for a Metering Point but which expression does not include a) the Meters where the Company is supplying these as MAP Services until after they are installed by the Company or b) the Communications Equipment where the Company are supplying this as MOP Services in each case under this Agreement
<b>Intellectual Property</b>	any and all patents, trademarks, trade names, service marks, copyright, moral rights, rights in design, rights in databases, know-how, inventions, software or computer codes or all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to it	<b>Metering Terms</b>	Those terms set out in Section B of the Service Terms
<b>Insolvency Event</b>	means, in respect of a Party, one or more of the following occurs in respect of such Party: (a) it ceases to carry on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (excluding s123(1)(a) of the same); or (b) it makes or proposes any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement); or (c) it has a supervisor, receiver, administrator, administrative receiver or any other encumbrancer take possession of or is appointed over the	<b>Microbusiness</b>	A "Micro Business Consumer" as defined in the relevant Permission given to the Company for the supply of Energy. For guidance only this is a non-domestic customer which (a) uses less than 293,000 kWh of gas or 100,000 kWh of electricity a year, or (b) has fewer than ten employees (or their full-time equivalent) and an annual turnover total not exceeding 2 million euros.)

<b>Minimum IT Requirements</b>	Internet browsers: Microsoft Edge; Chrome 39 and above and Firefox 34 and above	<b>Security Cover</b>	security in the form of a cash deposit, letter of credit or a guarantee (which does not prevent the Company from drawing on it in the event of a dispute) as specified by the Company
<b>Minimum Service Term</b>	For a Service, the minimum fixed period of time as set out in the Contract Details and which commences on the Effective Date for that Service	<b>Security Cover Provider</b>	a third party (including a Group Company) providing the Customer with any Security Cover
<b>MOP Services</b>	Together or severally as the contract so requires, the installation and maintenance of the Meters as further described in the Contract Details	<b>Service</b>	Together and severally the supply of a) Data Services b) Metering Services and/or Online Services as specified in the Contract Details
<b>Network Code</b>	the Uniform Network Code, an agreement between each Distributor and supplier which governs the transportation of gas or electricity (as applicable) through the Distribution Network(s)	<b>Service End Date</b>	In respect of a) MAP Services, the date of delivery of the Meter to the Metering Point; (b) any other Service, the earliest date to occur on which either (i) that Service is Cancelled under Clause 13.2 or (ii) this Agreement is terminated under Clause 19
<b>New Site</b>	any new premises not listed in the Property Details Annex in the Contract Details at which the Customer wishes to receive the Services	<b>Service Period</b>	In respect of each Service the period from and including the Effective Date up to and including the Service End Date
<b>No Fault Termination</b>	termination under Clauses 13.2 or 19.4 or termination otherwise agreed between the Parties	<b>Settlement Exposure</b>	Where the Service is the supply of Energy, the value of any invoices that have been issued but which are unpaid and any Services provided but not yet invoiced, in each case, on the Early Termination Date
<b>Online Services</b>	Means the provision of access to the configuration of the on-line services that the Customer has selected and as shown in the Contract Details as may be amended or varied from time to time by the Company	<b>Site</b>	The sites set out in the Contract Details (as updated from time to time)
<b>Other Data</b>	Means any data or information other than the Data and which is to be provided by the Customer that the Company agrees to upload into the Online Services subject to it being set to the Company by the Customer in the timescales and format required by the Company	<b>Small Claim</b>	any Dispute which, were it referred to the English Courts, would normally be allocated to the small claims track under the Civil Procedure Rules. For guidance only, this usually applies to claims for less than £10,000
<b>Outstanding Invoices</b>	the value of any invoices that have been issued but which are unpaid and any Services provided but not yet invoiced, in each case, on the Early Termination Date. Where the Agreement is for the supply of Energy this is referred to as "Settlement Exposure"	<b>Standard Terms</b>	Those terms set out in Section C of the Service Terms
<b>Party</b>	each of the Customer and the Company and each reference to Customer, Company or Party shall include that Party's personal representatives, successors and permitted assigns	<b>Supply Agreement</b>	The contract the Customer enters into with an Energy Supplier for a supply of the relevant form of Energy to its Metering Points
<b>Paying Party</b>	the Party liable to make payment to the other Party as set out in this Agreement; the Paying Party may be either the Company or the Customer	<b>Supply Licence</b>	A licence for the supply of electricity or gas granted to an Energy Supplier under the Electricity Act 1989 or the Gas Act 1986
<b>Permission</b>	Any licence or any other form of authorisation or permission granted by a Competent Authority or pursuant to an Industry Agreement which is required to enable the Company to comply with its obligations under this Agreement	<b>Technical Data</b>	any data recorded by the Customer's Equipment or the Company's Equipment and which is transmitted to the Company (through any means)
<b>Personal Data</b>	has the meaning given in the General Data Protection Regulation	<b>Technical Details</b>	information that is either provided by the Customer to the Company about a Site or that the Company determines following any investigations by it.;
<b>Personnel</b>	all employees, staff, other workers, agents and consultants of a Party or any of its Group Companies	<b>Term</b>	the period from the Effective Date to the Early Termination Date (all dates inclusive)
<b>Pre-Conditions</b>	The pre-conditions set out in Clause 8.2 and 8.3 together with, for each Service any additional pre-conditions stipulated in this Agreement as being required to be met for such Service to commence.	<b>Termination Notice</b>	A valid written notice, sent from one Party to the other in accordance with the terms of Clause 19, terminating the Agreement
<b>Private Network</b>	any network owned or operated by a Distributor who does not hold a licence for the distribution of Energy under the Electricity Act 1989 or Gas Act 1986 (as applicable)	<b>Termination Payment</b>	shall be calculated as set out in Clause 19.5
<b>Product Terms</b>	Those terms set out in Section A of the Service Terms and the Schedules	<b>Third Party Meter</b>	Means meters that are not supplied to the Customer by the Company as MAP Services under this Agreement and in relation to which the Customer requests the Company to provide Services (other than the MAP Services) under this Agreement. For the avoidance of doubt this may include meters that are owned by the Customer.
<b>Retail Price Index</b>	the retail price index excluding mortgage interest payments and indirect taxes published in respect of each month by the Office for National Statistics;	<b>Value Added Tax or VAT</b>	means a tax charged in accordance with the provisions of the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it

