

CONNECTION AGREEMENT

between

[ESP ELECTRICITY LIMITED]

and

[]



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THIS AGREEMENT is made and entered on the.....day of.....20[●]

-between-

[**ESP Electricity Limited**, a company incorporated under the laws of England and Wales, with registered number 04718806, and having its registered office at 1st Floor, Kings Court, 41-51 Kingston Road, Leatherhead, KT22 7SL] ("**ESP**");

-and-

[], a company incorporated under the law of England and Wales, with registered number [], and having its registered office at [] (the "**Customer**").

RECITALS:

- (A) ESP is an independent distribution network operator which owns and operates the Distribution System.
- (B) The Customer has made a request to ESP and wishes to install the Connection and purchase the option of Maximum Import Capacity and Maximum Export Capacity from ESP, and ESP wishes to sell the option of Maximum Import Capacity and Maximum Export Capacity to the Customer.
- (C) ESP has agreed to adopt the network following successful installation of the Connection.
- (D) ESP is party to the BCA which allows for it to supply the Maximum Import Capacity and the Maximum Export Capacity.

The Parties agree as follows:

1. Definitions and Interpretation

1.1 Definitions

Act means the Electricity Act 1989 (as amended by the Utilities Act 2000 and the Energy Act 2004).

Affiliate means in respect of a legal entity, any legal entity directly or indirectly controlling, controlled by, or under the common control with that legal entity, through: (i) ownership of voting stock; (ii) control over how votes are cast; (iii) ownership of more than 50% of issued equity; or (iv) control over the composition of the board of directors.

Agreement means this document including its Schedules.

Apparatus means all equipment in which electrical conductors are used, supported or of which they form part.

Authorised Persons means any personnel authorised by ESP to undertake work on the Connection Equipment, Monitoring Equipment and/or Metering Equipment.

Authority means the gas and electricity markets authority as provided for by section 1 of the Utilities Act 2000

BCA means the Bilateral Connection Agreement between ESP and the DNO which provides the Maximum Import Capacity and Maximum Export Capacity which ESP is able to distribute to the Customer.

BSC means the balancing and settlement code maintained pursuant to the NETSO Licence, including any and all subsidiary documents and procedures contained within the NETSO Licence.

Commencement Date means the date of this Agreement.

Competent Authority means the Secretary of State, the Authority, and any local or national agency, authority, court, department, inspectorate, minister, ministry, official or, public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom.

Confidential Information means:

- (a) the existence or terms of this Agreement (including price, charges, advice and assistance);
- (b) any information regarding the installation and/or services; or
- (c) any information that may come to a Party's knowledge in the course of carrying out this Agreement as to the operations, business dealings or financial affairs of the other Party.

Connection means the installation of the Connection Equipment in such a way that, subject to Energisation, the Customer may import electricity to and/or export electricity from the Customer's Installation over the Distribution System at the Connection Point. For the purpose of this Agreement, the term **Connected** shall be construed accordingly.

Connection Equipment means ESP's Equipment which has been provided and installed by or on behalf of ESP for the purpose of providing a connection at the Connection Point.

Connection Point means the point or points of connection at which electricity may, subject to Energisation, flow between the Distribution System and the Customer's Installation as specified in Schedule 1.

CUSC means the Connection and Use of System Code maintained pursuant to the NETSO Licence, including the framework agreement by which it is made contractually binding, and any supplementary agreement made under it.

Customer's Installation means any structures, equipment, lines, appliances or devices (not including ESP's Equipment), used, or to be used by the Customer at the Premises.

De-energisation means the deliberate movement of any switch or the removal of any fuse or the taking of any other step whereby no electrical current can flow between the Distribution System and the Customer's Installation at the Connection Point. For the purpose of this Agreement, the terms **De-energised** and **De-energise** shall be construed accordingly.

Directive means any present or future directive, requirement, licence condition, instruction, direction or rule of any Competent Authority and includes any modification, extension or replacement thereof.

Disconnection means the permanent electrical disconnection of all or any part of the Connection Equipment from the Customer's Installation at the Connection Point. For the purpose of this Agreement, the terms **Disconnect**, **Disconnected**, and **Disconnecting** shall be construed accordingly.

Distribution Code means the Distribution Code of Licenced Distribution Network Operators of Great Britain.

Distribution System means the electrical distribution system owned and operated by ESP.

DNO means the distribution network operator.

Electricity Distribution Licence means an electricity distribution licence granted to ESP pursuant to section 6(1)(c) of the Act.

Electricity Supplier means a supplier who is the holder of a licence to supply electricity under section 6 of the Act or who is exempt from the requirement to hold such a licence under section 5 of the Act.

Energisation means the movement of any switch or the insertion of any fuse or undertaking any other action, step and/or task so as to enable an electrical current to flow between the Distribution System and the Customer's Installation at the Connection Point. For the purpose of this definition, the terms **Energise** and/or **Energised** shall be construed accordingly.

ESP's Equipment means the switchgear, metering and/or other equipment, lines and/or other parts of the Distribution System and/or any other property or rights belonging to ESP that forms part of the Distribution System.

ER-G98 means Engineering Recommendation G98 which states that connection of generation shall be less than 3.68kW.

ER-G99 means Engineering Recommendation G99 which states that connection of generation shall be greater than 3.68kW.

Force Majeure Event means any event or cause beyond the reasonable control of the relevant Party, including, but not limited to:

- (a) any act of God, lightning strike, earthquake, explosion, flood, drought, storm, mud slide, meteor or any other adverse weather conditions;
- (b) any sanction, regulation or law of government or competent statutory authority (or any change in the interpretation of such regulation or law), and in the case of ESP, shall also include the failure of any generator or NETSO and/or the DNO to provide ESP with electricity (or any deficiency in the electricity provided) to the extent that such failure or deficiency or the consequences thereof could not have been prevented by the exercise of Good Industry Practice by ESP;
- (c) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority;

- (d) a blockage of port, civil commotion, war (declared or undeclared), pandemic, invasion, outbreak of hostility, military usurped power, government prohibition or other like state of emergency;
- (e) infrequent transient voltage variation (whether substantial or otherwise), and plant breakdown or equipment failure to the extent event or circumstances could not have been prevented by Good Industry Practice.

Provided that a Party's lack of funds shall not be interpreted as a cause beyond that Party's reasonable control.

GDPR means: (i) the Regulations (EU) 2016/679 (General Data Protection Regulation) (the **EU GDPR**); (ii) the UK version of the EU GDPR which is part of UK law by virtue of the European Union Withdrawal Act 2018 (the **UK GDPR**); (iii) any UK legislation in force from time to time which derives from, implements or is related to the EU GDPR, the UK GDPR or the European Community's Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iv) any legislation applicable in the UK in force from time to time relating to privacy or the processing of Personal Data.

Generating Equipment means any electricity generating unit.

Good Industry Practice means the standard of that degree of skill, diligence, prudence and foresight which would be reasonably and ordinarily expected from a skilled and experienced operator engaged in the undertaking of a private electricity network under the same or similar circumstances.

Government Official means any:

- (a) individual who is employed by or acting on behalf of a government, government controlled entity, wholly or partially-owned government entity, or public international organisation;
- (b) political party, party official or candidate;
- (c) individual who holds or performs the duties of an appointment, office or position created by custom or convention;
- (d) individual who holds himself out to be the authorised intermediary of any person specified in (a), (b) or (c) above.

kVA means kilovolt amperes.

Material Effect means, in respect of a Party, an effect causing that Party to effect any works or to alter the manner of operation of ESP's Equipment or the Customer's Installation (as the case may be) which, in either case involves that Party in expenditure of more than £1000.

Maximum Import Capacity means in respect of a Connection Point (or the Connection Points collectively) [●].

Maximum Export Capacity means in respect of a Connection Point (or the Connection Points collectively) the maximum amount of electricity either identified by kW or kVA, which is permitted by ESP to flow from the Connection Point to the Distribution System, and in accordance with the BCA.

Meter means a device that measures the electricity that flows through the Connection Point.

Meter Operator Agent has the meaning given to that expression in the BSC, and is, unless the context otherwise requires, a reference to a person appointed to that role in relation to the Metering System by the Registrant.

Metering means any structures, equipment, lines, appliances or Meters including where necessary communication and/or control equipment (not being ESP's Equipment) relating to the Connection Point and maintained, or to be maintained, by the appointed Meter Operator Agent.

Metering Equipment means the equipment belonging to ESP associated with the Metering, including any related current transformer, voltage transformer and any current and/or potential fuses which control the voltage supply to the Metering.

Metering System has the meaning given to that expression in the BSC, and is a reference (unless the context otherwise requires), to the metering system or systems associated with the Connection Point.

Modification means any actual or proposed replacement, renovation, modification, alteration or construction by or on behalf of a Party to either the Plant and/or Apparatus or the manner of its operation, which has or will have a Material Effect on the other Party.

Modification Notification means a notification for a Modification issued by ESP to the Customer from time to time.

Monitoring Equipment means any monitoring and metering equipment which may be used by ESP for the purposes of measuring, checking consumption or load balancing otherwise than for settlement.

NETS means the National Electricity Transmission System as defined in the CUSC.

NETSO means the holder of the NETSO Licence.

NETSO Licence means the electricity transmission licence granted, or treated as granted, pursuant to section 6(1)(b) of the Act and in which section C of the Transmission Licence Standard Conditions shall apply.

Party means a party to the Agreement and shall also include **Parties**.

Personal Data means any information in relation to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier.

Plant means fixed and moveable items, which excludes Apparatus, used in the generation, supply and/or distribution of electricity.

Power Factor means the ratio of real power to apparent power.

Premises includes any land, building, or structure, and (unless the context otherwise requires) is a reference to the premises to which this Agreement applies.

Privacy Laws means the GDPR and any other applicable laws relating to privacy, data protection, surveillance, data security, direct marketing or the processing of Personal Data.

Property means the Premises together with any other Customer premises in which ESP's Equipment is installed from time to time or to which ESP may require access for the purpose of accessing ESP's Equipment.

Registrant means the Electricity Supplier registered in accordance with the BSC as responsible for the Metering System.

Regulations means the Electricity, Safety, Quality and Continuity Regulations 2002 and the Electricity at Work Regulations 1989.

Request for Modification means a request submitted by the Customer to ESP for any Modifications it wishes to make using the form specified in Schedule 3.

Small-Scale Generating Equipment means one or more items of Generating Equipment that have an aggregate rating of no more than 16 amps per phase connected at low voltage.

Substation Leases means [●].

System Outage means the deliberate act by ESP, by whatever means it determines, to interrupt the flow of electrical current to a part or parts of its Distribution System, in connection with its operation of the Distribution System in accordance with Good Industry Practice.

Working Day shall have the meaning given to that term in section 64 of the Act.

1.2 Interpretation

(a) In this Agreement, unless the context requires otherwise:

- (i) the singular includes the plural and vice versa;
- (ii) a reference to a person includes a reference to an individual, a body corporate, an association or a partnership;
- (iii) the headings are for ease of reference only and shall not affect its interpretation;
- (iv) the words "include", "including" and "in particular" are to be construed without limitation to the generality of the preceding words;
- (v) a reference to any statute or statutory provision includes any subordinate legislation made under it, any provision which it has modified or re-enacted, and any provision which subsequently supersedes or re-enacts it (with or without modification);

- (vi) a reference to any agreement, code, licence or other document is to such agreement, code, licence or other document as amended, supplemented, novated or replaced from time to time (and includes all subsidiary agreements entered into under it); and
- (vii) the word “costs” shall include all financing charges, and a reasonable rate of return on the capital represented by such costs.

2. Duration

This Agreement commences on the Commencement Date and continues until terminated in accordance with the termination provisions contained in this Agreement.

3. The Customer’s right to be (and remain) Connected

- (a) The Customer shall have the right to be, and shall remain, Connected to the Distribution System at the Connection Point
- (b) The Customer’s Installation will be, and shall remain, Connected to ESP’s Distribution System in accordance with the provisions of the Act, any other legal requirements that apply from time to time.
- (c) The right to be, and remain, Connected does not include the right to be, and remain, Energised.
- (d) ESP shall provide notice to the Customer if it reasonably considers it is not required to maintain the Connection. The Customer shall be given ten (10) weeks from the date of the notice to prepare representations and/or alternative proposals for consideration and review by ESP. If ESP, upon receipt of such representations and alternative proposals, determines (acting reasonably) that the Connection is no longer required, ESP shall provide notice to the Customer to that effect and shall Disconnect the Connection Point on a date reasonably agreed between the Parties which shall be no later than six (6) months from the date that such notice is provided by ESP.

4. The Customer’s right to be (and remain) Energised

- (a) The Customer’s right to be, and remain, Energised is subject to ESP’s right to De-energise the Connection Point in accordance with clause 5, and is conditional upon:
 - (i) the Customer having the ability to perform and comply with its obligations under this Agreement;
 - (ii) an Electricity Supplier being registered, in accordance with the BSC, as responsible for the Metering System;
 - (iii) Metering being installed, and a Meter Operator Agent being appointed, in accordance with the requirements set out in the BSC;
 - (iv) where there is any Generating Equipment at the Premises, the Customer (or, if the Customer is not the owner or operator of the Generating Equipment, the owner of the Generating Equipment):

- a. not being within any category of person that is required in accordance with the provisions of the CUSC to be a party to the CUSC (or to be a party to any supplementary agreement under the CUSC); or
 - b. to the extent that it is within any such category, being a party to the CUSC and/or to the relevant supplementary agreement under the CUSC; and
- (v) where there is any Generating Equipment at the Premises, the Customer or, if the Customer is not the owner or operator of the Generating Equipment, the owner or operator of the Generating Equipment holding a licence to generate electricity in accordance with section 6 of the Act, or being exempted from the requirement to hold such a licence under section 5 of the Act.
- (b) The Customer represents and undertakes to ESP that from the Commencement Date and for the duration of this Agreement, all the conditions set out in clause 4(a) are, and will remain, satisfied. The Customer shall notify ESP as soon as reasonably practicable if any of the conditions set out in clause 4(a) cease to be satisfied. The Customer shall indemnify ESP against all actions, proceedings, claims or demands brought or threatened against ESP as a result of any of the conditions set out in clause 4(a) not being, or ceasing to be, complied with.
- (c) Save as provided in this clause 4, this Agreement shall not give the Customer any right to:
 - (i) receive a supply of electricity to the Premises;
 - (ii) sell electricity exported from the Premises; or
 - (iii) use the Distribution System for the purpose of providing a supply of electricity, or to otherwise have electricity transported through the Distribution System,and ESP provides no warranty to the Customer to that effect. The Customer shall contract with the Registrant for the provisions contained in clause 4(c)(i) and 4(c)(ii), and the Registrant shall contract with ESP relating to clause 4(c)(iii).
- (d) When the Connection Point is Energised in accordance with this Agreement, the characteristics of any supply of electricity delivered shall be subject to such variations as may be permitted by the Regulations. ESP does not guarantee that the supply of electricity will be free from transient variations in voltage or frequency or voltage pulses or harmonic frequencies, and the Customer must take its own protective measures if it requires a higher standard of supply.
- (e) In undertaking work relating to Energisation, De-energisation and any subsequent re-Energisation, ESP shall act in accordance with Good Industry Practice.

5. De-energisation

5.1 Emergency De-energisation

- (a) If, in the reasonable opinion of:
 - (i) ESP, the condition or manner of operation of the Customer's Installation or other equipment, and/or the condition or manner of operation of the Distribution System, poses an immediate threat of injury or material damage to any person or property including the Customer's Installation, the Distribution System, NETS and the electrical systems and installations connected (directly or indirectly) to the Distribution System

and/or NETS, then ESP shall have the right to immediately De-energise the Connection Point if it is necessary or expedient to do so to avoid the occurrence of such injury or damage; or

- (ii) the Customer, the condition or manner of operation of the Distribution System or the Connection Equipment poses an immediate threat of injury or material damage to any person or property (including the Customer's Installation), then the Customer shall have the right, on condition that such activity is carried out by a personnel qualified to perform such works, to De-energise the Customer's Installation if it is necessary and expedient to do so to avoid the occurrence of such injury or damage, and shall promptly afterwards inform ESP of the incident.

5.2 De-energisation on request

ESP shall De-energise the Connection Point within a reasonable time, or in circumstances of urgency, as soon as is reasonably practicable, after being instructed to do so either by the Customer or the Registrant. Where the instruction has been provided by the Registrant, ESP shall not be obliged to provide the Customer with notice of the intention to De-energise.

5.3 De-energisation generally

- (a) Where the circumstances referred to in clause 5.1(a)(i) exist but with the proviso that the threat is not immediate, ESP shall have the right to De-energise the Connection Point, in which case ESP shall provide the Customer as much advance notice of the De-energisation as is reasonably practicable in the circumstances.
- (b) ESP may De-energise the Connection Point pursuant to the Regulations, in which case the De-energisation shall be undertaken in accordance with any applicable requirements under the Regulations and ESP shall use its reasonable endeavours to provide the Customer as much notice of the De-energisation as is practicable in the circumstances.
- (c) ESP shall be entitled to De-energise the Connection Point, and shall do so in accordance with Good Industry Practice:
 - (i) if it is necessary or reasonable for ESP to do so as part of a System Outage carried out in accordance with its statutory rights and obligations and Good Industry Practice; and
 - (ii) in order to permit other persons to connect to the Distribution System,in such cases, ESP shall use its reasonable endeavours to provide the Customer as much notice of the De-energisation as is practicable.
- (d) ESP may De-energise the Connection Point in the following circumstances, subject to providing the Customer as much notice of the De-energisation as is reasonably practicable in the circumstances (except in cases of emergency, immediate instruction, request or lawful requirement):
 - (i) ESP reasonably considers it necessary to do so for safety reasons or for the security of the Distribution System or any other electrical system, including to avoid interference with the regularity or efficiency of the Distribution System;

- (ii) ESP is lawfully instructed or required to do so pursuant to the CUSC, BSC, a Directive, the BCA (provided that ESP shall use its reasonable endeavours to ensure that if such agreement contains rights of de-energisation or disconnection for the DNO such rights are not more favourable to the DNO than the rights of De-energisation and Disconnection are for ESP under this Agreement) and/or the Electricity Supply Emergency Code (being the code of that name designated by the Secretary of State).
- (e) ESP may, at any time, without the need to give prior notice to the Customer, De-energise the Connection Point if:
 - (i) ESP demonstrates that the Customer has made unauthorised use of electricity or committed theft of electricity;
 - (ii) if the Customer has failed to satisfy its obligations under clause 4(a) or, having been notified of any breaches and given a reasonable period within which to remedy such breach, the Customer fails to remedy any breach of this Agreement, including breach of clause 13 and clause 16;
 - (iii) the Customer's acts, omissions and/or continued Connection cause ESP to breach this Agreement or any law, Regulation or Directive; or
 - (iv) ESP is otherwise permitted to do so under clause 7.1(e) and 20.3(b)(i).

5.4 Additional Obligations

- (a) If ESP De-energises the Connection Point at the request of the Customer, or as a result of act, omissions or breach of the Customer, then the Customer shall be liable to pay to ESP, on demand, any costs reasonably incurred by ESP as a result of such De-energisation and any subsequent re-Energisation.
- (b) If ESP De-energises the Connection Point at the request of the Customer, ESP shall re-Energise the Connection Point as soon as reasonably practicable after being instructed to do so at the request of the Customer or the Registrant. If ESP De-energises the Connection Point at the request of the Registrant, ESP shall re-Energise the Connection Point as soon as reasonably practicable after being instructed to do so by the Registrant.
- (c) Where the Connection Point is De-energised, otherwise than in accordance with clause 5.2, ESP shall re-Energise the Connection Point as quickly as reasonably practicable after the circumstances leading to De-energisation have ceased to exist.
- (d) If at any time when the Customer does not have a right for the Connection Point to be, and remain, Energised but nevertheless imports electricity from, or exports electricity to, the Distribution System through the Connection Point, then the Customer shall (to the extent ESP is unable to recover the relevant amounts from the Registrant) pay ESP upon demand such financial sum as ESP may demand for any import or export calculated in accordance with ESP's current charges at that particular time, together with other reasonably and properly calculated costs, losses and expenses incurred by ESP as a result thereof.
- (e) ESP shall exercise its right to De-energise under clause 5 in accordance with Good Industry Practice.

6. Disconnection

- (a) The Customer shall provide ESP at least six (6) months written notice of its request of a Disconnection providing an explanation for why there is no reasonably foreseeable use for the Connection Point and specify the date on which Disconnection is required.
- (b) Unless ESP reasonably considers that it is not permitted to Disconnect the Connection Point and, unless agreed otherwise, following receipt of a notice for Disconnection in accordance with clause 6(a), ESP shall (on, or as soon as reasonably practicable after, the date specified in the notice of Disconnection), remove the Connection Equipment and ESP's Equipment from the Property. The Customer acknowledges that it may not be practicable to remove the equipment on the date specified. The Customer shall pay to ESP upon demand an amount equal to the reasonable costs and expenses incurred by ESP in removing the Connection Equipment and ESP's Equipment.
- (c) ESP shall be entitled to Disconnect the Connection Point where it reasonably considers it necessary to do so for safety reasons. Where such safety reasons were the result of the Customer's acts and/or omissions, the Customer shall pay ESP an amount equal to the reasonable costs and expenses incurred by ESP in undertaking the Disconnection.

7. The Customer's Installation Equipment

7.1 Equipment Generally

- (a) The Customer shall ensure compliance at all times with the Regulations and any new laws or Directives in respect of the Customer's Installation which are binding on the Customer.
- (b) Save where express written representations are made by ESP, ESP makes no warranties in respect of the of the Customer's Installation and excludes all implied warranties, terms or conditions from the Agreement.
- (c) The Customer acknowledges that ESP may use switchgears with auto-reclosing facilities and that the Customer's Installation shall be designed and built so as not to suffer damage through the operation of such facilities and, subject to clause 16(c), ESP accepts no liability for such damage to the extent that such damage is attributable to the Customer's failure to design and build the Customer's Installation to the required standard.
- (d) The Customer shall maintain the Customer's Installation so that it is reasonably fit for the purpose for which it is used and so that neither it nor its operation or use shall be liable to cause damage to, or cause interference with, the Connection Point, ESP's Equipment, the Distribution System or the NETS (or their operation or use of the flow of electricity through them).
- (e) If the Customer imports or exports electricity from the Distribution System in a manner which is not in accordance with good industry practice and such import adversely affects or impairs voltage regulation or impairs the flow of electricity through the Distribution System or, in the reasonable opinion of ESP is likely to do so, the Customer shall, at its own expense, remedy the condition in a manner deemed adequate in the reasonable opinion of ESP and the Customer shall pay, on demand, the full amounts of all costs, losses and expenses suffered by

ESP. If the condition is not remedied within a reasonable time of ESP providing notice to the Customer, ESP may De-energise the Connection Point until such condition has been remedied.

- (f) Where there is more than one Connection Point the Customer shall, at its own expense, ensure that the facility to parallel across more than one Connection Point does not exist within the Customer's Installation, unless expressly agreed in writing by ESP.

7.2 Generating Equipment

- (a) If the Customer installs, or arranges for the installation of Small-Scale Generating Equipment at the Premises, the Customer must inform ESP as to the nature and technical specifications of the Small-Scale Generating Equipment and any intention to use the Small-Scale Generating Equipment in parallel with the Distribution System no later than 20 Working Days after the equipment is commissioned. Provided that the Customer gives notice of its intentions and complies with any applicable requirements under ER-G98 and ER-G99, the Customer does not need ESP's consent to install and/or operate Small-Scale Generating Equipment at the Premises.
- (b) Subject to clause 7.2(a), the Customer shall notify ESP of any Generating Equipment at the Premises and shall obtain ESP's prior written consent to the installation and/or operating of any Generating Equipment at the Premises capable of being operated in parallel with the Distribution System.
- (c) Where there is Generating Equipment at the Premises that is used as an emergency back-up source of electricity, it may be utilised provided that it is first isolated from the Distribution System.

8. ESP's Installation and Equipment

- (a) Only Authorised Persons will be allowed to operate ESP's Equipment, the Metering Equipment and/or the Monitoring Equipment, including for the purposes of connecting any Metering to the Metering Equipment, and shall only do so in accordance with Good Industry Practice.
- (b) The Customer shall allow ESP (at ESP's expense) to install Monitoring Equipment at the Connection Point if ESP considers it necessary to do so. Any such Monitoring Equipment will be independent of, and additional to, the Metering, and shall remain the property of ESP.
- (c) This Agreement entitles the Customer's Installation to be Connected for the purpose of receiving electricity from, or exporting electricity to, the Distribution System. Any other use of the Distribution System, including the transmission of data or communications, is strictly prohibited without the prior written consent of ESP. Unless ESP has provided such consent, any such use of the Distribution System by the Customer, or relating to the Connection Point, shall be a breach of this Agreement, and the Customer shall be liable to pay ESP on demand the full amount of all reasonable costs, losses and expenses caused to ESP as a result of such use.

9. Plant and Apparatus

- (a) Each Party shall ensure that its agents, employees and invitees do not interfere in any way with any of the Plant and/or Apparatus of the other Party without the consent of such other Party, except where emergency action has to be taken to protect the health and safety of persons or prevent material damage to the property. Neither Party shall knowingly do or omit to do anything which would cause the other Party to breach the Regulations.
- (b) Subject to clause 16(b), if either Party breaches clause 9(a) and such breach results in any equipment being lost or damaged, the Party in breach shall be liable to pay the other Party the amount of any such loss, damage and expenses the other Party suffers as a result, unless such damage was caused by fair wear and tear or a Force Majeure Event.
- (c) The Customer shall at all times take reasonable precautions required to protect ESP's Equipment from damage and shall comply with any reasonable requirements made by ESP from time to time. ESP shall at all times take reasonable precautions required to protect the Customer's Installation from damage and shall comply with any reasonable requirements made by the Customer from time to time.
- (d) Each Party shall, as soon as it becomes aware, notify the other Party in writing of any damage to any part of such other Party's equipment, and shall provide in writing to such other Party (as soon as reasonably possible after the other Party has requested the same) such information relating to the incident giving rise to such damage as the first Party has in its possession, under its control or can obtain on exercising reasonable efforts.

10. Substation Lease

- (a) ESP shall not be liable for any breach of this Agreement arising as a result of, or caused by, any breach of the Substation Lease by the Customer, as landlord of the Substation Lease.

11. Maintenance and repair

- (a) In the event that ESP requires to carry out any maintenance, repair and/or replacement of ESP's Equipment, ESP shall provide reasonable notice of the required works and confirm if any temporary disconnection or De-energisation may be required.
- (b) The Customer shall maintain and repair Customer's Installation to ensure that it does not fall below standards and/or fall short of any requirements imposed by Regulations or otherwise.

12. Rights of access

- (a) The Customer must provide free and safe access to the Property reasonably required by ESP and its employees, agents, sub-contractors and/or invitees, to enable ESP to perform its obligations under this Agreement and/or to enforce and/or exercise any rights it may have. In case of emergencies, access shall be permitted at any time. ESP shall provide the Customer with reasonable notice of such access required. ESP shall comply with all reasonable directions given by the Customer as to the general safety and site security requirements.
- (b) ESP must provide free and safe access to the Connection Point and ESP's Equipment, reasonably required by the Customer and its employees, agents, sub-contractors and/or invitees, to enable the Customer to perform its obligations under this Agreement and/or to

enforce and/or exercise any rights it may have. In case of emergencies, access shall be permitted at any time. The Customer shall provide ESP with reasonable notice of such access required. The Customer shall comply with all reasonable directions given by ESP as to the general safety and site security requirements.

13. Limitation of capacity

- (a) ESP shall only be obliged to allow the import of electricity from the Distribution System through the Connection Point and/or the export of electricity from the Connection Point at levels equal to or below the Maximum Import Capacity and/or Maximum Export Capacity, respectively, in accordance with the BCA.
- (b) ESP shall use reasonable endeavours to:
 - (i) ensure that the Maximum Import Capacity and Maximum Export Capacity is available at the Connection Point at all times during the term of this Agreement; and
 - (ii) maintain the connection characteristics at the Connection Point.
- (c) The Customer shall ensure that the import and/or export of electricity from an to the Distribution System through the Connection Point does not exceed the Maximum Import Capacity and/or Maximum Export Capacity, respectively.
- (d) On each occasion that the Customer breaches clause 13(c), and without prejudice to ESP's other rights and remedies, including under clause 5, the Customer shall:
 - (i) upon receiving written notice from ESP specifying the details of the breach, take the necessary actions to reduce the import and/or export of electricity to within the Maximum Import Capacity and/or Maximum Export Capacity, as applicable, within the period of time specified in the notice; and
 - (ii) where it wishes to do so, propose a variation to the Maximum Import Capacity and/or Maximum Export Capacity in accordance with clause 13(e); or
 - (iii) where it wishes to do so, submit a Request for Modification to ESP in accordance with clause 15.
- (e) Except where a variation requires a Modification, either Party may propose a variation to the Maximum Import Capacity and/or Maximum Export Capacity by notice in writing to the other Party. ESP and the Customer shall negotiate in good faith such a variation, but where it is not agreed section 23 of the Act may entitle either Party to refer the matter to the Authority.
- (f) Any reduction in the Maximum Import Capacity or the Maximum Export Capacity pursuant to clause 13(e) shall, where the Parties have within the preceding twelve months agreed the Maximum Import Capacity or the Maximum Export Capacity (as applicable), only take effect following the expiry of twelve months from the date of such previous agreement, unless ESP expressly agrees otherwise.

14. Power factor and phase balance

- (a) Unless otherwise agreed, the Customer shall at all times use reasonable endeavours to ensure that the Power Factor of any import of electricity from, or export of electricity to, the Distribution System through the Connection Point is maintained:
 - (i) unless otherwise required by ESP for operational reasons, so that there is never a leading Power Factor; or
 - (ii) subject to clause 14(a)(i), at or as near to unity as practicable, but in any case, no less than 0.95 lagging.
- (b) The Customer shall act in accordance with clause 14(a) and good industry practice so as to not allow the Power Factor at the Connection Point to vary such as to cause damage or disturbance to the Distribution System.

15. Modifications

- (a) No Modifications may be made by or on behalf of either Party otherwise than in accordance with this clause 15.
- (b) Where the Customer wishes to make a Modification, it shall complete and submit to ESP a Request for Modification.
- (c) ESP shall as soon as reasonably practicable and in accordance with the requirements of its Electricity Distribution Licence respond to the Request for Modification with details of its reasonable proposal for implementing the Modification ("**Modification Offer**"). As soon as reasonably practicable, ESP and the Customer shall discuss in good faith the implications of the proposed Modification.
- (d) The Modification Offer made by ESP in response to the Customer's Request for Modification will be open for acceptance in accordance with its terms, unless either Party makes an application for determination to the Authority under ESP's Electricity Distribution Licence in which event the Modification Offer shall remain open for acceptance until the date ten (10) Working Days after the determination by the Authority pursuant to such application. If the Modification Offer is accepted by the Customer, this Agreement shall be varied to reflect the terms of the Modification Offer and the Modification shall proceed according to the terms of this Agreement as varied.
- (e) Where ESP wishes to make a Modification to the Distribution System, ESP shall give notice in writing of the same to the Customer including details of its reasonable proposal for implementing the Modification and shall advise the Customer of any works which ESP reasonably believes the Customer may have to carry out as a result. The reasonable cost of which will be reimbursed by ESP to the Customer. As soon as reasonably practicable, ESP and the Customer shall discuss in good faith the implications of the proposed Modification. If the Modification proposed by ESP pursuant to this clause is accepted by the Customer, this Agreement shall be varied to reflect the terms on which the Modification was proposed and the Modification shall proceed according to the terms of this Agreement as varied.
- (f) Subject to the payment of its reasonable charges (if any) as referred to in this clause 15(f), ESP undertakes to the Customer to provide all advice and assistance reasonably requested by the Customer to enable the Customer to adequately assess the implications including the feasibility of making a Modification to the Customer's Installation, whether such Modification

is to be made at the request of ESP or of the Customer. The charges referred to in this clause 15(f) are:

- a. if the proposed Modification by the Customer is or may be required as a result of a Modification proposed by ESP then ESP shall provide advice and assistance free of charge; or
 - b. if the proposed Modification is or may be proposed by the Customer, ESP shall charge the Customer such an amount as is reasonable in all the circumstances for such advice and assistance.
- (g) Subject to clause 15(e), ESP shall have no obligation to compensate the Customer for the cost and expenses incurred by the Customer as a result of any Modification by ESP.

16. Limitation of liability

- (a) Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by a Force Majeure Event.
- (b) Subject to clause 16(c) and save where any provisions of this Agreement provide for an indemnity, neither Party ("**Indemnifying Party**") nor any of its officers, employees or agents shall be liable to the other Party ("**Indemnified Party**") for any loss arising under or in relation to this Agreement (whether for breach of this Agreement, in tort or otherwise) other than for loss directly resulting from a breach of this Agreement and which at the date of this Agreement, was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:
- (i) damage to the property of the Indemnified Party or a third party; and/or
 - (ii) the liability of such Indemnified Party to any other person for loss in respect of damage to the property of any person,
- provided that:
- (iii) the liability of either Party in respect of claims for such loss shall in no circumstances exceed ten million pounds (£10,000,000) per incident or series of related incidents; and
 - (iv) for the avoidance of doubt, where such incident or series of related incidents entitles any person other than the Customer to claim compensation from ESP under an agreement relating to the Premises, ESP's aggregate liability under this Agreement in respect of that incident or series of related incidents shall not exceed ten million pounds (£10,000,000), and ESP's liability under this Agreement will be pro-rated accordingly.
- (c) Nothing in this Agreement shall exclude or limit the liability of the Indemnifying Party for death or injury to any person authorised to be at the Premises and/or Property, only if and to the extent that the death or personal injury results from the negligence by the Indemnifying Party or any of its officers, employees or agents, and the Indemnifying Party indemnifies the Indemnified Party against all loss, expense, liability or proceedings resulting from any such injury or death of any person authorised to be on the Premises and/or Property.

- (d) To the extent the law permits and notwithstanding any other term of this Agreement, neither Party shall be liable to the other Party for indirect or consequential loss or damage of any kind, loss of business revenue, loss of profit, failure to realise expected profits or savings, overhead costs, loss of reputation and goodwill, damage for business interruption, damages or liquidated sums payable pursuant to other agreements or for lost opportunities (including opportunities to enter into or complete arrangement with third parties) and commercial or economic loss of any kind arising out of or in any way connected with this Agreement.
- (e) The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation, any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Each Party hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and the Customer releases ESP to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.
- (f) Save as otherwise expressly provided in this Agreement, clause 16 insofar as it excludes or limits liability, shall override any other provision of this Agreement, provided that nothing in clause 16 shall exclude or restrict or otherwise prejudice or affect any of:
 - (i) the rights, powers, duties and obligations of either Party which are conferred under the Act, or otherwise howsoever; or
 - (ii) the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, the Electricity Distribution Licence or otherwise howsoever.
- (g) Each sub-clauses of this clause 16 shall:
 - (i) be construed as a separate and severable contract term, and if one or more of such clauses is held to be invalid, unlawful or otherwise unenforceable, the other or others of such clause shall remain in full force and effect and shall continue to bind the Parties; and
 - (ii) survive termination of this Agreement.
- (h) Each of the Parties agrees that the other Party holds the benefit of clause 16(b), 16(c) and 16(d).

17. Confidentiality

17.1 No disclosure of Confidential Information

During the term of this Agreement and for a period of three (3) years after its termination, Confidential Information received by one Party from another Party may not be disclosed by the recipient to any other person except:

- (a) to the recipient's employees, professional advisers and agents solely for the purpose of the performance of this Agreement or to make or defend any claim under this Agreement;

- (b) to: (i) any investor, prospective investor or unitholder in the Parties or their Affiliates; and (ii) the auditors, bankers or professional advisors of such persons, the Parties or their Affiliates;
- (c) with the consent of the discloser; or
- (d) if required by law.

17.2 Information in the public domain

The provisions of clause 17.1 do not apply to information which:

- (a) the recipient can show by written evidence was known to it prior to being obtained from the discloser and was not subject to obligations of confidentiality to the discloser or a third party;
- (b) is or becomes public knowledge through no action of the recipient; or
- (c) is disclosed to the recipient by a third party with a legal right to so.

17.3 Employees, agent and contractors

The Parties must inform their employees, agents and contractors of the provisions of clause 17.1 and must ensure that those persons comply with that clause to the same extent that the Parties are required to comply with it.

18. Distribution Code

- (a) Each Party shall comply with all the provisions of the Distribution Code applicable to it.
- (b) In the event of any conflict between this Agreement and the Distribution Code, the Distribution Code shall take precedence.

19. Payments

- (a) Unless otherwise stated, each Party shall pay any and all amounts due to the other Party under this Agreement within thirty (30) days of the date of invoice.
- (b) If any amount is owing by one Party to the other, and remains unpaid after the due date for payment, the Party to whom the amount is owed shall be entitled to recover interest at the rate provided for by the Late Payment of Commercial Debts (Interest) Act 1998. The Party to whom the amount is owed shall also be entitled to recover the fixed sum provided for by that Act.
- (c) All amounts payable under this Agreement are exclusive of value added tax and value added tax may be added at the applicable rate.

20. Termination

20.1 Automatic termination

This Agreement will automatically terminate where one or more of the following occur:

- (a) the Customer and ESP agree a replacement connection agreement in respect of the Connection Point; or

- (b) the Connection Point is Disconnected.

20.2 Termination for material breach or financial difficulty

ESP may immediately terminate this Agreement by giving notice of such termination to the Customer in the event that one or more of the following occurs (and is continuing):

- (a) the Customer commits any material breach of this Agreement and the breach is not capable of remedy or, where the breach is capable of remedy, fails to remedy the breach to the reasonable satisfaction of ESP within thirty (30) days of being notified in writing of the breach by ESP; or
- (b) any of the following occurs:
 - (i) an interim order or bankruptcy order is made in respect of the Customer under the Insolvency Act 1986 or a voluntary arrangement is proposed in respect of the Customer;
 - (ii) an order of the High Court is made, or an effective resolution passed for the insolvent winding-up or dissolution of the Customer;
 - (iii) a receiver (which expression shall include an administrative receiver within the meaning of section 251 of the Insolvency Act 1986) of the whole or any material part of the assets or undertaking of the Customer is appointed;
 - (iv) an administration order under section 8 of the Insolvency Act 1986 is made or if a voluntary arrangement is proposed under section 1 of that Act in respect of the Customer;
 - (v) the Customer enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms previously approved in writing by ESP); or
 - (vi) the Customer is unable to pay its debts (within the meaning of section 123(1) or (2) of the Insolvency Act 1986),

and (to the extent relevant) within 30 Working Days of their appointment, the trustee in bankruptcy, liquidator, receiver, administrative receiver, administrator, nominee or other similar officer has not provided to ESP a guarantee of future performance by the Customer of this Agreement in such form and amount as ESP may reasonably require.

20.3 Consequences of termination

- (a) Termination of this Agreement pursuant to this clause 20 shall not affect any of the rights, remedies or obligations of either Party that have accrued prior to the date of such ending or termination, or of any of the provisions of this Agreement that are expressly (or by implication) intended to survive such ending or termination.
- (b) Upon termination of this Agreement pursuant to this clause 20:
 - (i) ESP may De-energise and/or Disconnect the Connection Point;
 - (ii) the Customer shall allow ESP to enter the Property, free of charge, in order to remove ESP's Equipment (or any part of it); and/or

- (iii) the Customer shall pay to ESP all sums then due and payable or accrued under this Agreement, and any reasonable costs incurred by ESP in Disconnecting the Connection Point and removing ESP's Equipment (or any part of it).

21. Force Majeure Events

21.1 Suspension of obligations

Despite the other provisions of this Agreement, if a Party is unable to perform or is delayed in performing an obligation under this Agreement (other than the obligation to pay money where such payment is not restricted as a result of any sanction, regulation, law of government or competent statutory authority) which is caused by or which arises or result from a Force Majeure Event and notice has been given in accordance with clause 21.2:

- (a) that obligation is suspended but only to the extent and for so long as performance is affected by the Force Majeure Event and the time for performing that obligation is extended by the duration of the Force Majeure Event; and
- (b) the affected Party will not be responsible for any loss or expense suffered or incurred by any other Party as a result of, and to the extent that, the affected Party's performance of its obligations is affected because of the Force Majeure Event.

21.2 Notification of Force Majeure Events

A Party affected by a Force Majeure Event must give the other Party a written notice which:

- (a) sets out details of the Force Majeure Event; and
- (b) advises the period of time during which the affected Party estimates that the Force Majeure Event will continue to affect the performance of its obligations.

21.3 Minimising effects of Force Majeure Events

- (a) A Party affected by a Force Majeure Event must take all reasonable steps to void, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible.
- (b) Clause 21.3 does not require a Party to settle any strike or other labour difficulty on terms contrary to its wishes.

22. Ethics and Compliance

22.1 Anti-Corruption

- (a) Each Party agrees that neither it or any of its Affiliates, will authorise, offer, promise or give, anything of value (including facilitation payment) to:
 - (i) any Government Official, in order to influence or reward official action relating to any Party of the Agreement;
 - (ii) any person (whether or not a Government Official) to influence or reward that person to act in breach of a duty of good faith, impartiality or trust ("**Acting Improperly**") in relation to either Party or the Agreement; or
 - (iii) any person while knowing, or while he or she ought to reasonably to have known, that all or any portion of the money or other thing of value that was

authorised, offered, promised or given or will be authorised, offered, promised or given to:

- (A) a Government Official in order to influence or reward official action relating to either Party or this Agreement; or
 - (B) any person in order to influence or reward such person for Acting Improperly.
- (b) The Parties will each keep and maintain accurate and reasonable books and financial records in connection with its performance under, and payments made in connection with, this Agreement and will retain such records for a minimum of seven (7) years.

22.2 Anti-slavery and human trafficking

- (a) In performing its obligations under the agreement each Party shall:
 - (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-Slavery Laws) including but not limited to the Modern Slavery Act 2015;
 - (ii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - (iii) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 22.2;
 - (iv) notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 22.2(a)(i) and clause 22.2(a)(ii); and
 - (v) maintain a complete set of records to trace the supply chain of all goods and services provided to the Customer in connection with this agreement; and permit the Customer and its third party representatives to inspect the Party's premises, records, and to meet the Party's personnel to audit the Party's compliance with its obligations under this clause 22.2.
- (b) Each Party represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- (c) Breach of this clause 22.2 shall be deemed a material breach under clause 22.5.

22.3 Sub-Contractors

- (a) Each Party must ensure that all its subcontracts contain terms that oblige the subcontractor to perform its obligations under the subcontract in a way that ensures that the relevant Party complies with its obligations under clause 22.1, 22.2 and 22.4 of this Agreement.

- (b) Each Party must conduct reasonable due diligence before engaging any subcontractor that will interact with a Government Official in connection with this Agreement.

22.4 Privacy

- (a) Each Party must comply with any Privacy Laws applicable to it in performing this Agreement.
- (b) If either Party provides any Personal Data to the other Party in connection with this Agreement, the recipient Party must keep that data confidential and comply with the providing Party's direction concerning the maintenance of and access of that data.
- (c) Each Party must not provide any Personal Data to the other Party in connection with this Agreement unless it has obtained the consent of the data subjects, and notified them of the recipient Party's privacy statement.

22.5 Termination

- (a) If a Party breaches this clause 22 then, without limiting the other Party's rights, the non-breaching Party may in its discretion, immediately terminate the Agreement by notice in writing to the Party in breach of this clause 22.
- (b) For the avoidance of doubt, if ESP terminates the Agreement under clause 22.5(a), ESP will be entitled to immediately De-energise and Disconnect the Connection Point and shall have no liability to compensate the Customer in any way.

23. Not Used

24. Notices

- (a) Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and delivered by hand, by first class post or by email.
- (b) The required address for the delivery of notices shall be:
 - a. in the case of ESP to:
 - Address: [●]
 - Email: [●]
 - Attention: [●]
 - b. in the case of the Customer to:
 - Address: [●]
 - Email: [●]
 - Attention: [●]or such other address, email or attention the relevant Party may notify to the other in writing.
- (c) A notice or other form of communication shall be deemed to have been served and received as follows:
 - (i) if given or delivered by hand, at the time when given or delivered;

- (ii) if sent by first class post, at the expiration of two Working Days after the document was delivered (bearing the correct address and being pre-paid) into the custody of the postal authorities; and
- (iii) if sent by email, at the time when delivered to the recipient's email server.

25. General

25.1 Relationship of the Parties

The Parties are independent contracting parties and nothing in this Agreement makes either Party an agent or representative of the other for any purpose whatsoever.

25.2 Waiver

The non-exercise of or delay in exercising any power or right of a Party under this Agreement or the Distribution Code does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

25.3 Amendment

- (a) No amendment of this Agreement shall be effective unless made in writing and signed by or on behalf of both Parties. Each Party shall effect any amendment required to be made by this Agreement by the Authority as a result of any order made pursuant to the Act or as a result of settling any of the terms and conditions of this Agreement.
- (b) Each Party shall at any time be entitled to propose amendments to this Agreement by providing written notice to the other Party. The Parties shall negotiate in good faith on the terms of any such amendment. The Parties shall give effect to the amendment and shall enter into an agreement supplemental to this Agreement as shall be necessary to give effect to any amendment agreed.

25.4 Governing Law

- (a) In performing its obligations under this Agreement, the Parties shall comply with all applicable laws.
- (b) This Agreement will be governed by, construed and take effect in accordance with the laws of England and Wales.
- (c) Each Party to this Contract irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation and, for these purposes, each Party irrevocably submits to the jurisdiction of the courts of England.

25.5 Severability

If the whole or any part of a provision of this Agreement is declared or becomes invalid, unenforceable or illegal by a Competent Authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

25.6 Entire Agreement

This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, arrangements, understandings and negotiations on that subject matter.

25.7 Subcontracting

Either Party shall be entitled, without the consent of the other Party to sub-contract its obligations under this Agreement by providing notice to the other Party. The sub-contracting by ESP or the Customer for the performance of any obligations or duties under this Agreement of any activities envisaged by the Distribution Code shall not relieve ESP or the Customer from liability for the performance or such obligations or duty.

25.8 Counterparts

The Parties may execute this Agreement in any number of counterparts. All counterparts taken together will constitute one instrument.

25.9 Assignment

- (a) Subject to clauses 25.9(b) and 25.9(c), a Party may not assign or otherwise dealt with its rights under this Agreement without the consent of the other Party which consent must not be unreasonably withheld.
- (b) ESP may assign its rights, powers, duties or obligations under this Agreement without the consent of the Customer to an Affiliate.
- (c) The Customer may assign, novate or otherwise transfer the whole or part of its rights and obligations under this Agreement without the consent of ESP:
 - a. to any purchaser or successor in title of any of the Property; or
 - b. by way of security to a third party.
- (d) In the event of an assignment, novation or transfer pursuant to clause 25.9(c), ESP agrees to take any actions reasonably required by the Customer to give effect to the relevant assignment, novation or transfer, including where reasonably requested, executing the assignment, novation or execution deed and any further document(s) required to give effect to the transfer, assignment or novation of this Agreement.

25.10 Third Party Rights

- (a) Each Party's officers, employees and agents shall have the benefit of, and be able to enforce clause 16(b) and 16(c).
- (b) Subject to clause 25.10(a), the Parties do not intend that any provision of this Agreement will be enforceable by a third party, whether by virtue of the Contract (Rights of Third Parties) Act 1999 or otherwise and the provisions of the Contract (Rights of Third Parties) Act 1999 are excluded from this Agreement.

Schedule 1 – Connection Details

Connection Point name and address:	[•]
Connection Point details (MPANS – Half-hourly metered):	[•]
Distribution Network Operator:	[•]
Maximum Import Capacity:	[•]
Maximum Export Capacity:	[•]
Connection voltage:	[•]
Phases:	[•]
Frequency:	[•]

Schedule 2 – AV Payment and Load

Load	AV Payable
[•]	[•]

Schedule 3 – Request for Modification Template

[on customer letterhead]

I [] acting as the authorised person on behalf of [customer] request the [replacement, renovation, modification, alteration or construction] to the [Plant and/or Apparatus or the manner of its operation] in the following way(s): [].

[to include updated design if necessary]

Signed and dated

EXECUTED BY THE PARTIES AS AN AGREEMENT on the date at the head of this Agreement

[●]