

SCHEDULE ONE

THE SYSTEM OPERATOR - TRANSMISSION OWNER CODE

ACCESSION AGREEMENT

- (1) NATIONAL GRID COMPANY PLC; and
(2) []

**THE SYSTEM OPERATOR - TRANSMISSION OWNER CODE
ACCESSION AGREEMENT**

THIS ACCESSION AGREEMENT is made on []

BETWEEN:

- (1) **NATIONAL GRID COMPANY** plc a company registered in England with number 2366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("**NGET**"), which expression shall include its successors and/or permitted assigns; on its own behalf and on behalf of all the other parties to the Framework Agreement; and
- (2) [*Insert name of person wishing to be admitted to the STC*] (the "**Party Applicant**") whose principal office is at [].

WHEREAS

- (A) By the Framework Agreement dated [] in force between the Parties and by virtue of any Accession Agreement entered into by any Party before the date of this Accession Agreement, the Parties agreed to give effect to and be bound by the STC.
- (B) The Party Applicant has complied with the requirements of the STC (if any) as to accession and wishes to be admitted as a Party.
- (C) By the Framework Agreement and the provisions of the STC all Parties authorise NGET to sign this Accession Agreement on their behalf.

IT IS HEREBY AGREED as follows:

1. In this Accession Agreement, words and expression defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.
2. NGET (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Party Applicant as an additional Party under the Framework Agreement with effect from the date of this Accession Agreement on the terms and conditions hereof.
3. The Party Applicant hereby accepts its admission as a Party and undertakes with NGET (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.
4. For all purposes in connection with the Framework Agreement the Party Applicant shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement from the date hereof, and as if this Accession Agreement were part of the Framework Agreement from the date hereof, and the rights and obligations of the Parties shall be construed accordingly.
5. This Accession Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Accession Agreement.

6. If any provision of this Accession Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority (as defined in the STC), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Accession Agreement, which shall continue in full force and effect notwithstanding the same. The Party Applicant and NGET (acting on its own behalf and on behalf of each of the other Parties) hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this Accession Agreement, except for such rights, powers or benefits as are expressly conferred on the Parties and the Party Applicant in accordance with and subject to its terms or except for or to the extent provided in the STC.
7. This Accession Agreement may be executed in counterparts.
8. This Accession Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales and the courts of Scotland only.
9. If Party Applicant is a company which is incorporated under the Companies Act 1985 (as amended), its address for service shall be its registered office. If the Party Applicant is not a company incorporated under the Companies Act 1985 (as amended) it shall provide to NGET an address in Great Britain for service of process on its behalf in any proceedings, provided that if any such Party Applicant fails at any time to provide such address, such Party Applicant shall be deemed to have appointed NGET as its agent to accept service of process on its behalf until and unless such Party Applicant provides NGET with an alternative address in Great Britain for these purposes.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

END OF SCHEDULE ONE