

**OPERATING MARGINS  
GAS DELIVERY AGREEMENT – DEMAND REDUCTION AND/OR SUPPLY INCREASE**

**BETWEEN**

**NATIONAL GRID GAS PLC**

**AND**

**SERVICE PROVIDER**

**nationalgrid**

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**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

- (1) The person named as the “**Service Provider**” in Schedule 1 (the “**Service Provider**”); and
- (2) **National Grid Gas plc** a company registered in England with number 2006000 whose registered office is at 1-3 Strand, London WC2N 5EH (the “**Customer**”).

**WHEREAS:**

- (A) The Service Provider controls and/or operates the Facilities;
- (B) The Customer wishes to engage the Service Provider to provide operating margins services from the Facilities, and the Service Provider wishes to provide such services to the Customer in accordance with the terms and conditions set out in this Agreement.

**IT IS HEREBY AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Clause shall have the following meanings and derivative expressions shall be construed accordingly:

“**Acquiring Trade Nomination**” shall have the meaning given in the Network Code;

“**Actual Utilisation Quantity**” means the actual measured quantity of Natural Gas (expressed in kWh/Day):

- (a) provided by the Service Provider pursuant to a Nomination instructing increased supply; and/ or
- (b) not used by the Service Provider pursuant to a Nomination instructing demand reduction

in each case, as notified to the Service Provider by the Customer pursuant to Clause 5.10;

“**Affected Party**” means:

- (c) in relation to Force Majeure, as set out in the Network Code; and
- (d) in all other contexts, as set out in Clause 16.1;

“**Affiliate**” means in relation to a company, a company which is affiliated to it and a company is deemed to be affiliated to another if the first company is controlled by, under common control with or controls the other; a company shall be deemed to have control of another if (directly or indirectly) it owns or controls a majority of the voting shares of, or is entitled (directly or indirectly) to appoint a majority of the directors of, the other company;

“**Aggregate Liability Cap**” means the aggregate of the base Service Fee for each Day of the Term;

“**Agreement**” means this agreement and the Schedule(s) attached hereto;

“**Anti-Bribery Laws**” means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order

or decision of any Competent Authority) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010;

**“Anti-Slavery Laws”** means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any Competent Authority) which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015;

**“Associated Person”** has the meaning given to it in section 8 of the Bribery Act 2010;

**“Base Rate”** means on any Day, the sterling base lending rate of National Westminster Bank plc (or any successor bank) in London at 11:00 hours;

**“Business Day”** has the meaning given in paragraph 2.2.1(b) of Section C of the General Terms of the Network Code;

**“Charges”** has the meaning given in Clause 9.1;

**“Climate Change Levy”** means any tax, duty, levy or impost imposed by reference to energy value and/or carbon content;

**“Communications”** has the meaning given in Clause 19;

**“Competent Authority”** means any court of competent jurisdiction and any local, national or supra national agency, authority, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or of the European Union, including, for the avoidance of doubt, the Gas and Electricity Markets Authority;

**“Daily Flow Notice”** means the notice given by the Service Provider to the Customer (where applicable) in accordance with the relevant Network Entry Agreement;

**“Day”** has the meaning given in the Network Code;

**“Default”** has the meaning given in Clause 13.1;

**“Default Day”** has the meaning given in Clause 13.2;

**“Delivery Charge”** means a charge calculated in accordance with Clause 9.3;

**“Disposing Trade Nomination”** shall have the meaning set out in the Network Code;

**“Dispute”** has the meaning given in Clause 24.1;

**“Due Date”** has the meaning given in Clause 10.1;

**“Early Termination Event”** means any of the following events:

- (a) a Party becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (other than under sub-Clause 1(a) thereof), or goes into liquidation, receivership or administration, or makes a composition with its creditors, or a petition is presented in relation to making an administration order against or for the winding up or dissolution of that Party and such petition is not withdrawn within 30 days of its presentation;
- (b) a Party fails to make payment and fails to remedy the same within ten Business Days of receiving notice of such breach from the other Party;
- (c) failure by the Service Provider to pass two or more consecutive Service Tests;

- (d) a Party commits a material or persistent breach of any of its obligations under this Agreement, which:
  - (i) is not capable of being cured; or
  - (ii) is capable of being cured, but is not cured within the reasonable time period specified in the notice given in accordance with Clause 16.1;
- (e) one or more Facilities subject to this Agreement ceasing to be operated by, controlled by or owned by, the Service Provider or an Affiliate of the Service Provider; and
- (f) a Party breaches the provisions of Clause 27;

“**Effective Date**” means the date on which, in accordance with Clause 2.1, this Agreement comes into force;

“**Effective Delivery Rate**” has the meaning given in Clause 5.7;

“**Expert**” has the meaning given in Clause 24.2;

“**Facilities**” means the facility or facilities which are used to provide the Service as further described in Schedule 1 and “**Facility**” means any one of them;

“**Force Majeure**” has the meaning given in the Network Code;

“**Hour**” means any period of 60 minutes beginning on the hour;

“**ICE**” means the Intercontinental Exchange which facilitates the electronic purchase and sale of energy commodities;

“**Invoice Period**” has the meaning given in Clause 9.4;

“**kWh**” has the meaning given in paragraph 3.2.1 of Section C of the General Terms of the Network Code;

“**Legal Requirement**” means any Act of Parliament, regulation, rule, order, official directive (in each case having the force of law), licence, present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority and any modification, extension or replacement thereof;

“**Liquidated Damages**” means the amount of the Shortfall Quantity multiplied by 50% of the SMBP;

“**Maintenance Period**” means any Planned Maintenance Period or any other period during which the Facilities are partially or completely withdrawn from service for unplanned or emergency maintenance;

“**Maximum Delivery Duration**” means the maximum length of time that a Nomination can specify that the Service shall be provided for from the Facilities as specified in Schedule 1;

“**Maximum Delivery Rate**” means the maximum aggregate rate of Natural Gas to be provided for the Service from the Facilities as specified in Schedule 1;

“**Minimum Delivery Duration**” means the minimum length of time that a Nomination can specify that the Service shall be provided for from the Facilities as specified in Schedule 1;

“**Minimum Delivery Rate**” means the minimum aggregate rate of Natural Gas to be provided for the Service from the Facilities as specified in Schedule 1;

**“Month”** means a period from the start of the Day commencing on the first day of a calendar month until the start of the Day commencing on the first day of the immediately following calendar month, and **“Monthly”** shall be construed accordingly;

**“National Balancing Point”** or **“NBP”** means the conceptual point at which Natural Gas may be the subject of Trade Nominations (as defined in the Network Code) in accordance with the terms of the Network Code;

**“National Grid Gas”** means National Grid Gas plc, a company organised and existing under the laws of England with company number 2006000 whose registered office is at 1-3 Strand, London WC2N 5EH;

**“Natural Gas”** has the meaning given to the term “gas” in paragraph 3.1.1 of Section C of the General Terms of the Network Code;

**“Network Code”** means the network code prepared by National Grid Gas pursuant to Standard Special Condition A11(3) of its gas transporter licence, as such code may be amended, varied, supplemented, modified or replaced from time to time;

**“Network Entry Agreement”** shall have the meaning given in the Network Code;

**“NBP Trade”** means, in respect of a quantity of Natural Gas, where:

- (a) in respect of any Day the Customer and the Service Provider make corresponding Trade Nominations in respect of that quantity of Natural Gas subject to and in accordance with Section C5 of the Network Code, and
- (b) neither Trade Nomination is amended or withdrawn thereafter, the deduction by National Grid Gas of that quantity of Natural Gas in determining for that Day the Daily Imbalance of the Service Provider making the Disposing Trade Nomination;

**“Nominated Quantity”** has the meaning given in Clause 5.3(d);

**“Nomination”** shall have the meaning given in Clause 5.1;

**“Notifying Party”** has the meaning given in Clause 16.1;

**“NTS”** means the National Transmission System (as defined in the Network Code) operated by National Grid Gas;

**“Offtake Profile Notice”** or **“OPN”** shall have the meaning given in the Network Code;

**“Party”** means either party to this Agreement and its successors and/ or permitted assigns, and **“Parties”** shall be construed accordingly;

**“Planned Maintenance Period”** means the period specified in Schedule 1 (as may be amended from time to time in accordance with Clause 7.1) during which the Facilities are partially or completely withdrawn from service for planned maintenance;

**“Response Time”** means the time specified in Schedule 1 in respect of each Facility, being the period between the time of the first Nomination and the time that the Effective Delivery Rate is achieved;

**“Schedule”** means a schedule to this Agreement;

**“Service”** means the increase in supply and/or the reduction in offtake of Natural Gas to or from the NTS during the Year, in accordance with this Agreement;

“**Service Availability**” means the number of hours where the Facilities (in aggregate) can deliver the Service at no less than the Maximum Delivery Rate;

“**Service Fee**” means the sum set out in Schedule 1 payable in accordance with Clause 9.2;

“**Service Test**” has the meaning given in Clause 8.1;

“**Shortfall Quantity**” means, where pursuant to a Nomination, the Actual Utilisation Quantity is less than the Nominated Quantity, the difference between the Nominated Quantity and the Actual Utilisation Quantity;

“**Summer Period**” means the period from the start of the Day commencing on 1 May in the Year until the start of the Day commencing on 1 October in the same Year;

“**Summer Period Availability**” means the number of hours as set out in Schedule 1;

“**System Average Price**” or “**SAP**” has the meaning given in the Network Code;

“**System Marginal Buy Price**” or “**SMBP**” has the meaning given in the Network Code;

“**System Marginal Sell Price**” or “**SMSP**” has the meaning given in the Network Code;

“**Tax**” means any United Kingdom tax, duty or impost (other than VAT) on Natural Gas or on the storage, processing, sale, transportation or supply of Natural Gas, but excluding any Climate Change Levy;

“**Term**” has the meaning given in Clause 2.1;

“**Therm**” has the meaning given in Clause 11.1;

“**Trade Nomination**” shall have the meaning given in the Network Code;

“**Transaction**” means the agreement to undertake an Acquiring Trade Nomination and corresponding Disposing Trade Nomination as set out in Clause 6.1 and generally under the terms and conditions set out in this Agreement;

“**Transaction Shortfall Quantity**” means, where pursuant to a Nomination, the quantity delivered through the Transaction is less than the Nominated Quantity, the difference between the Nominated Quantity and the quantity delivered through the Transaction;

“**VAT**” means value added tax, or any similar or analogous tax or impost;

“**Winter Period**” means the period from the start of the Day commencing on 1 October in the Year until the start of the Day commencing on 1 May in the immediately following calendar year;

“**Winter Period Availability**” means the number of hours as set out in Schedule 1 and

“**Year**” means the period specified as such in Schedule 1.

1.2 In this Agreement, unless otherwise specified:

- (a) in the case of conflict between anything in the main body of this Agreement and anything in a Schedule or attachment hereto, the provisions of the main body of this Agreement shall prevail;
- (b) in the computation of periods of time from a specified day (or Day) to a later specified day (or Day), **from** means “**from and including**” and **until** or **to** means “**to and including**”;

- (c) all dates and periods of time shall be determined by reference to the Gregorian calendar; and times of day are times of day in England;
- (d) **include, including** and **in particular** shall not be construed as being by way of limitation, illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (e) the index and headings are for ease of reference only and shall not be taken into account in construing this Agreement;
- (f) references to this Agreement or any other documents shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented, or replaced from time to time;
- (g) the expression **this Clause** shall, unless followed by reference to a specific provision, refer to the whole Clause (not merely the sub-Clause or other provision) in which the expression occurs;
- (h) references to Clauses are to Clauses of this Agreement;
- (i) references to **legislation** include any statute, bye-law, regulation, rule, subordinate or delegated legislation or order; and reference to any **legislation** is to such legislation as amended, modified or consolidated from time to time, and to any legislation replacing it or made under it, save insofar as any such amendment, modification, consolidation or replacement made after the date of this Agreement would impose any increased or new liability on any Party or otherwise adversely affect the rights of any Party;
- (j) references to a **person** (or to a word importing a person) shall be construed so as to include any individual, corporation, partnership, trust, unincorporated organisation or other legal entity, and that person's successors in title and assigns or transferees;
- (k) reference to any gender includes the others; and words in the singular include the plural and vice versa;
- (l) where a word or expression is defined, cognate words and expressions shall be construed accordingly; and
- (m) all capitalised terms not otherwise defined in this Agreement shall have the meanings respectively specified in the Network Code.

## **2 EFFECTIVE DATE AND DURATION**

### **2.1 Effective Date**

This Agreement shall come into force upon execution by both Parties and shall, subject to Clause 16, continue in effect until the later of the end of the Year and the date that both Parties have fully complied with their respective obligations under this Agreement (the "**Term**").

### **2.2 Surviving Provisions**

Notwithstanding any cancellation, expiry or termination of this Agreement, Clause 2.3, Clause 16 and the provisions contained herein relating to confidentiality, governing law and jurisdiction shall continue to apply without limit in time. Termination shall be without prejudice to any accrued rights and liabilities existing at the date thereof.



### 2.3 Final Adjustments

Upon expiry of the Term, any monies due and owing by either Party to the other shall be paid, any corrections or adjustments to payments previously made shall be determined, and any refunds due shall be made within 60 days after the date of such expiry.

### 2.4 Non-Exclusivity

This Agreement shall be non-exclusive and the Customer shall be entitled to procure similar or alternative services from other parties.

## 3 THE SERVICE

3.1 The Service Provider will provide the Service to the Customer in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the Service requires the delivery of Natural Gas to the Customer at the Gas Delivery Point, being the System Entry Point(s) (as defined in the Network Code) at which the Facility is connected to the NTS, being the National Transmission System (as defined in the Network Code) operated by National Grid Gas; therefore delivery of Natural Gas at any other point, including (if applicable) where the Facility is connected to the Local Distribution Zone (as defined in the Network Code), shall result in a failure by the Service Provider to provide the Service. In providing the Service, the Service Provider shall not knowingly or recklessly pursue any course of conduct (either alone or with some other person) which is likely to prejudice:

- (a) the safe and efficient operation, from day to day, by the Customer of the NTS;
- (b) the safe, economic and efficient balancing by the Customer of the NTS; or
- (c) the due functioning of the arrangements provided for in its Network Code.

3.2 In consideration of the Service Provider providing the Service to the Customer, the Customer will pay the Service Fee and other Charges and payments specified in this Agreement to the Service Provider in accordance with the terms and conditions of this Agreement.

## 4 SERVICE AVAILABILITY

4.1 The Service Provider undertakes to comply with all Nominations given by the Customer in respect of the Year and/or Month pursuant to Clause 5. For the avoidance of doubt, in the event of a Nomination, unless otherwise agreed by the Parties, the Service Provider shall not be entitled to offtake such Effective Delivery Rate for the Facility from an alternative NTS exit point.

4.2 Title and risk of loss or damage to the Natural Gas delivered by the Service Provider to the Customer pursuant to this Agreement shall pass to the Customer at the NBP.

## 5 NOMINATIONS

5.1 The Customer may instruct the Service Provider to reduce offtake or increase supply of Natural Gas at the Facilities on any Day in the Year, in each case, subject to the provisions of this Agreement.

5.2 If the Customer wishes to instruct the Service Provider to reduce offtake or increase supply of Natural Gas at the Facilities, it shall serve a notice (a "**Nomination**") on the Service Provider in accordance with Clause 5.3.

5.3 A Nomination shall be substantially in the form set out in Schedule 2 and in particular:

- (a) specify the identity of the Customer;

- (b) specify the Day to which it relates;
- (c) specify the Hour of the Day to which it relates;
- (d) specify the quantity of Natural Gas (in kWh) which the Customer wishes to have delivered (the “**Nominated Quantity**”) on that Day;
- (e) be served on the Service Provider not less than the Response Time before the commencing of the delivery of the Natural Gas on the Hour (provided that the Service Provider shall use reasonable endeavours to give effect to a Nomination as soon as possible, but in any event within the Response Time);
- (f) be communicated in accordance with Clause 19;
- (g) comply with the terms set out in this Clause 5 and this Agreement generally.

5.4 Subject to the other provisions of this Clause 5, a Nomination may not:

- (a) result in an Effective Delivery Rate that is:
  - (i) greater than the Maximum Delivery Rate;
  - (ii) greater than the rate of offtake as set out in the latest OPN prior to the Nomination;
  - (iii) less than the Minimum Delivery Rate provided that, if prior to the issue of a Nomination for any Hour, the aggregate rate of offtake of all Facilities as specified in the latest OPN for each Facility is less than the Minimum Delivery Rate (for the avoidance of doubt, this may be zero), the Customer may issue a Nomination for an Effective Delivery Rate equal to such lower aggregate rate of offtake; or
  - (iv) less than zero;
- (b) result in a delivery duration of less than the Minimum Delivery Duration; or
- (c) result in a delivery duration of greater than the Maximum Delivery Duration.

5.5 Subject to Clause 5.6, the Customer may revise a Nomination made in respect of a Day pursuant to Clause 5.3 at any time by submitting a revised Nomination to the Service Provider.

5.6 A revised Nomination may not be submitted later than the Response Time in relation to the time at which the Customer wishes the revised Nomination to be effective from.

5.7 In respect of a Nomination, the “**Effective Delivery Rate**” is:

$$QN / H$$

Where:

QN is the Nominated Quantity under the Nomination; and

H is the number of hours specified in the delivery duration.

5.8 Within sixty (60) minutes of receipt of a Nomination (including, for the avoidance of doubt, a revised Nomination), the Service Provider shall:

- (a) notify the Customer in accordance with clause 19 (substantially in the form set out in Schedule 3) of the quantity to be utilised specifying the Facility (where relevant) that is being used to provide the Service;
  - (b) procure that revised Offtake Profile Notices or Daily Flow Notices as the case may be are delivered in respect of the relevant Facility that is being used to provide the Service;
  - (c) submit Renomination(s) in accordance with the Network Code in respect of the revised quantities of Natural Gas to be offtaken or delivered to the NTS.
- 5.9 The Nominated Quantity notified by the Customer pursuant to Clause 5.3 shall be deemed to be the agreed quantity by both Parties for the purposes of the NBP Trade made pursuant to Clause 6 below.
- 5.10 The Customer shall notify the Service Provider in accordance with clause 19 (substantially in the form set out in Schedule 4) of the Actual Utilisation Quantity and any Shortfall Quantity where applicable by no later than the start of the fourth Business Day following the relevant Nomination.

## **6 TRADE NOMINATIONS**

- 6.1 No later than two (2) hours before the end of each Day within the Year for which the Nominated Quantity is greater than zero the Customer shall make an Acquiring Trade Nomination for the Nominated Quantity for such Day and the Service Provider shall make a corresponding Disposing Trade Nomination equal to the quantity in the Acquiring Trade Nomination in accordance with Section C5.2 of the Network Code (a "**Transaction**"). For the avoidance of doubt, in the event of a revised Nomination, the Customer shall make a further Trade Nomination and the Service Provider shall make a corresponding Trade Nomination as appropriate to match the quantity.
- 6.2 For the purposes of making Trade Nominations, the Customer hereby nominates that it shall use shipper short code OMM and the Service Provider nominates that it shall use the shipper short code specified in Schedule 1.
- 6.3 If, on any such Day, UK Link is affected by a Code Contingency and which affects a Party, such Party shall submit its Trade Nomination by the means and in the manner provided for in the Contingency Procedures.
- 6.4 Where National Grid Gas has accepted a Trade Nomination, neither Party shall, unless otherwise agreed by the Parties, amend or withdraw such Trade Nomination.

## **7 SERVICE UNAVAILABILITY**

### **7.1 Maintenance**

- (a) A Facility shall be unavailable to the Customer for provision of the Services:
  - (i) during any relevant Maintenance Period; and
  - (ii) during an event of Force Majeure, duly and properly notified pursuant to Clause 12.2.
- (b) The Service Provider shall use reasonable endeavours to minimise the duration of the Maintenance Period in respect of each Facility.
- (c) A Facility shall be completely or partially unavailable for provision of the Services to the Customer on Days when National Grid Gas is carrying out maintenance to the

NTS such that (as a result of such maintenance) Natural Gas cannot be delivered from such Facility.

- (d) The Service Provider shall use reasonable endeavours to schedule Maintenance Periods for the Facilities at the same time as any maintenance of the NTS planned by National Grid Gas which would result in Natural Gas being unable to be delivered from or to such Facility.
- (e) The Service Provider may amend the Planned Maintenance Period for the Facility by public notification on the website identified in Schedule 1, in which case the Planned Maintenance Period shall be deemed to be such publicly notified period.
- (f) If for any other reason a Facility is completely or partially unavailable to the Customer during the Year, then (notwithstanding any other obligations or rights of the Service Provider or the Customer and subject to any restrictions on disclosure pursuant to any Legal Requirements) the Service Provider shall notify the Customer immediately of such unavailability, the reasons therefor and the estimated period during which such unavailability will continue.

## 7.2 Summer Period Availability and Winter Period Availability

- (a) The Service Provider shall procure that the Facilities are available during the Year to deliver the Summer Period Availability and Winter Period Availability.
- (b) The Service Provider shall monitor the Service Availability in respect of the Facilities throughout the Year. No later than one Month after the end of each Summer Period and each Winter Period, the Service Provider shall demonstrate the total Service Availability (in hours) for the Summer Period or Winter Period (as the case may be) in respect of the Facilities, providing supporting evidence (in a form satisfactory to the Customer, acting reasonably).
- (c) Where the total Service Availability (in hours) for the Summer Period in the Year is:
  - (i) less than 100% of the Summer Period Availability (save where such unavailability is due to an event of Force Majeure, duly and properly notified under Clause 12.2), the Service Provider shall pay to the Customer 10% of the base Service Fee (prior to any deductions for unavailability) attributable to that Summer Period; and
  - (ii) less than 80% of the Summer Period Availability (save where such unavailability is due to an event of Force Majeure, duly and properly notified under Clause 12.2), the Service Provider shall refund to the Customer 100% of the Service Fee paid or payable in respect of that Summer Period.
- (d) Where the total Service Availability (in hours) for the Winter Period in the Year is:
  - (i) less than 100% of the Winter Period Availability (save where such unavailability is due to an event of Force Majeure, duly and properly notified under Clause 12.2), the Service Provider shall pay to the Customer 10% of the base Service Fee (prior to any deductions for unavailability) attributable to that Winter Period; and
  - (ii) less than 80% of the Winter Period Availability (save where such unavailability is due to an event of Force Majeure, duly and properly notified under Clause 12.2), the Service Provider shall refund to the Customer 100% of the Service Fee paid or payable in respect of that Winter Period.
- (e) Any payments calculated in accordance with this Clause 7.2 and payable to the Customer shall be credited against sums due under the next invoice produced by the

Service Provider in accordance with Clause 9.4. Where no further invoice is to be produced pursuant to Clause 9.4, the Customer shall be entitled to raise an invoice pursuant to Clause 9.5.

## **8 SERVICE TEST**

8.1 The Customer may at any time during the Year test the Service Provider's ability to comply with a Nomination at any Facility, including without limitation communications between the Parties ("**Service Test**").

8.2 For the avoidance of doubt, where a Service Test results in the Service Provider complying with a Nomination, the Customer shall pay for such service in accordance with the terms of this Agreement.

## **9 CHARGES AND INVOICING**

### **9.1 Charges**

The charges payable by the Customer ("**Charges**") shall be exclusive of Taxes, VAT and Climate Change Levy and shall comprise:

- (a) the Service Fee; and
- (b) the Delivery Charge.

and, for the avoidance of doubt, such Charges can be applied concurrently and in aggregate.

### **9.2 The Service Fee**

- (a) The Service Fee shall be payable Monthly in arrears.
- (b) The Customer shall not be obliged to pay the Service Fee for any Day (or part Day) on which the Service is unavailable for any reason, including during an event of Force Majeure but excluding periods when the Service is unavailable solely pursuant to Clause 7.1(c). Accordingly, the sum payable by way of Service Fee for the Month(s) during which these circumstances apply shall be pro-rated on the basis of the period of unavailability (which shall, for the avoidance of doubt, take account of the proportion by which the Service is unavailable on any Day in the relevant Month).

### **9.3 The Delivery Charge**

- (a) For each Day, the Delivery Charge shall be payable in respect of the Actual Utilisation Quantity delivered to the Customer pursuant to a Nomination and shall be calculated as set out in Schedule 1.
- (b) Where there is a Transaction Shortfall Quantity (including if either Party fails to make a Trade Nomination), the Delivery Charge calculated in accordance with Clause 9.3(a) shall be reduced by the amount of the Transaction Shortfall Quantity multiplied by:
  - (i) SMBP, where such failure is caused by the Service Provider; or
  - (ii) SMSP, where such failure is caused by the Customer.

### **9.4 Monthly Invoicing**

- (a) The Service Provider shall, in respect of each Month of the Year (the "**Invoice Period**"), on or before the fifth Business Day of the Month following the end of that

Invoice Period, provide the Customer with a draft invoice (with appropriate supporting information in a form satisfactory to the Customer, acting reasonably) for agreement in advance of issuing a VAT invoice.

- (b) The Service Provider shall, following agreement with the Customer pursuant to Clause 9.4(a), and in any event on or before the seventh Business Day of the Month following the end of the relevant Invoice Period, issue to the Customer a VAT invoice (with appropriate supporting information in a form satisfactory to the Customer, acting reasonably) specifying:
- (i) the sum payable in respect of the Service Fee;
  - (ii) the sum payable in respect of the Delivery Charge;
  - (iii) any applicable VAT and Taxes;
  - (iv) any sums payable by the Service Provider to the Customer in accordance with Clause 7.2(e); and
  - (v) the total sum payable by the Customer in respect of the Invoice Period, being the aggregate of the sums calculated pursuant to Clause 9.4(b)(i) to (iii), above, less the sums calculated pursuant to Clause 9.4(b)(iv) above.

9.5 Each Party shall promptly provide the other with valid VAT invoices specifying any sums (other than those referred to in Clause 9.1) due or owing under this Agreement.

9.6 It is the intention of the Parties that the terms of this Agreement shall not constitute a supply of Natural Gas for the purpose of the Climate Change Levy. The VAT treatment of the supplies under this Agreement shall be determined according to the VAT laws of the jurisdiction where a taxable transaction for VAT purposes is deemed to take place. Each Party shall, to the extent permitted by law, provide the other with any additional valid VAT invoices as required for the purposes of this Agreement.

## 10 PAYMENT

10.1 The “**Due Date**” in respect of an invoice is the twentieth (20th) day of the Month:

- (a) following the end of the relevant Invoice Period for invoices provided under Clause 9.4; and
- (b) in which the invoice was received for invoices provided under Clause 9.5, or the tenth (10th) day after deemed receipt by the receiving Party, whichever is the later, and

where the Due Date is not a Business Day, payment of the amount due shall be made on the next following Business Day.

10.2 All payments shall be made in pounds sterling by direct bank transfer of funds for good value received on the Due Date to the account of the receiving Party specified by such Party.

10.3 Payments by the Customer to the Service Provider shall be made to the bank account number set out in Schedule 1, or such other details as may be notified (on not less than thirty (30) days’ notice) by the Service Provider to the Customer.

10.4 Payments by the Service Provider to the Customer shall be made to the bank account number notified by the Customer to the Service Provider from time to time on not less than thirty (30) days’ notice.

10.5 Notwithstanding any other provisions of this Clause 10, either Party shall be entitled to set off any amounts due by the other pursuant to this Agreement (irrespective of whether any such

amounts have been invoiced or not) against any amounts due by it to the other pursuant to this Agreement.

#### 10.6 **Payment Disputes**

- (a) If a Party disagrees in good faith with any sum shown by any invoice or statement received as being payable by that Party, it shall pay the undisputed amount by the Due Date and shall promptly give notice of the amount in dispute and the reasons therefor to the other Party. The Parties shall seek to settle the disputed amount as soon as practicable.
- (b) Upon determination or agreement of such dispute, any amount underpaid or overpaid shall be paid within five Business Days thereof, together with interest accruing from day to day, after as well as before any judgement (at a rate equal to the Base Rate plus one per cent) from the Due Date up to the date of repayment of the underpaid or overpaid amount.

#### 10.7 **Payment Default**

If a Party fails on the Due Date to make payment as required pursuant to Clause 10.1, interest shall accrue from day to day, after as well as before any judgement, on the unpaid amount, from the Due Date until the date of payment, at a rate equal to the Base Rate plus one per cent (1%).

### 11 **CONVERSION AND CALCULATION**

#### 11.1 **kWh and Therms**

Where:

- (a) a Nomination or Trade Nomination is by reference to a quantity of Natural Gas in Therms, and the Network Code requires such nomination to be stated in kWh; or
- (b) any quantity or sum determined by National Grid Gas as a number of kWh or in relation to kWh is to be employed under this Agreement for the calculation of a quantity of Natural Gas in Therms or sum of money in pence per Therm; or
- (c) this Agreement otherwise requires a conversion of kWh to Therms or vice versa;

then such conversion shall be made on the basis of 1 Therm to 29.3071 kWh.

#### 11.2 **Rounding**

- (a) All intermediate calculations made for the purpose of ascertaining any sum payable by either Party under this Agreement shall be made to four decimal places without rounding. The final such sum shall be rounded to the second decimal place; and, in both cases, a figure of five, or greater than five in the final place of decimals shall cause a rounding up of the penultimate decimal.
- (b) Any quantity expressed for the purposes of this Agreement or any Nomination to be made hereunder in kWh shall be rounded to the nearest kWh and an exact half shall be rounded upwards.

## 12 FORCE MAJEURE AND ILLEGALITY

### 12.1 Extent of Relief

- (a) If either Party is rendered unable to perform any of its obligations under this Agreement as a result of Force Majeure, such Party shall, subject to the provisions of Clause 7 and the following provisions of this Clause 12, be excused from liability (including any requirement under this Agreement to make payment of any sum except for any sum due and owing as at the time of Force Majeure) for such non-performance to the extent that, and for as long as, such Force Majeure persists.
- (b) To the extent to which Force Majeure affecting the Service Provider results in a full or partial reduction in the level of the Service which the Service Provider can make available to the Customer, then the amounts payable by way of Service Fee by the Customer shall be reduced by the same proportion as the Service has been reduced as a result of Force Majeure.

### 12.2 Notification of Force Majeure

A Party shall not be entitled to Force Majeure relief, unless:

- (a) it shall have notified the other as soon as practicable after becoming aware of such Force Majeure; and
- (b) it shall have continued to seek to perform its obligations under this Agreement (in which event it shall be entitled to such relief with effect from the commencement of such Force Majeure).

### 12.3 Illegality

If either Party becomes unable to perform its obligations under this Agreement as a result of any Legal Requirement rendering such performance illegal (otherwise than as a result of that Party's own acts or omissions) then such Party shall be entitled, upon written notice to the other Party to deem such inability to be an "**Early Termination Event**", in which case:

- (a) this Agreement shall terminate with immediate effect; and
- (b) the provisions of Clause 16.2 and 16.3 shall apply for which purposes the Party giving notice pursuant to this Clause 12.3 shall be the "**Affected Party**" and the other Party shall be the "**Notifying Party**".

## 13 DEFAULT

- 13.1 To the extent the Service Provider fails to comply with a Nomination in circumstances where such failure is not excused by Force Majeure or where Clause 7 does not apply, such failure shall be a Default.
- 13.2 To the extent that on any Day (the "**Default Day**"), the Service Provider is in Default, Liquidated Damages shall apply and such Liquidated Damages shall be the Customer's sole remedy under this Agreement in respect of such Default.
- 13.3 The Customer shall be entitled to raise an invoice in respect of Liquidated Damages in accordance with Clause 9.5.



## 14 LIABILITY

- 14.1 The maximum aggregate liability of a Party to the other Party under or in connection with this Agreement (including, for the avoidance of doubt, in respect of any Default) shall not exceed the Aggregate Liability Cap, subject to the following exclusions:
- (a) any obligation under this Agreement to pay the Charges;
  - (b) any provision of this Agreement which expressly provides for an indemnity; and
  - (c) any liability which cannot be excluded or limited by law.
- 14.2 Without prejudice to the other provisions of this Clause 14, the rights and remedies of the Parties set out in this Agreement in respect of the non-performance or breach by a Party of this Agreement or for any other claim of whatsoever nature arising out of or in relation to this Agreement shall be the exclusive remedies of the Parties and shall exclude and are in place of any other rights or remedies of either Party howsoever arising (whether at law, in equity or in consequence of any statutory duty, strict or tortious liability or otherwise). The provisions of this Clause 14.2 shall be without prejudice to the rights of a Party to seek injunctive or declaratory relief in respect of that Party's rights and interests and/or the covenants and obligations of the other Party in accordance with this Agreement.
- 14.3 Where any provision of this Agreement provides for any amount to be payable by a Party upon or in respect of that Party's non-performance or breach of any provision of this Agreement both Parties agree and acknowledge that:
- (a) without prejudice to Clause 14.2, the remedy conferred by such provision is exclusive of and is in substitution for any remedy in damages in respect of such breach or the event or circumstances giving rise thereto; and
  - (b) the amount provided to be payable represents a genuine and reasonable pre-estimate of the damages likely to be suffered by the Party to which such amount is payable and such agreement has been made by the Parties with the knowledge that the actual losses suffered by the Party to which such amount is payable may be more or less than the amounts specified in the relevant provision.
- 14.4 Except as otherwise provided in this Agreement, the Customer will not be liable to the Service Provider for any costs, charges, fees or expenses that the Service Provider may be liable to pay to the Facility Operator, any other user of the Facility or any other person as a result of providing the Service.
- 14.5 In no circumstances shall a Party be liable to the other Party for any consequential, incidental or indirect loss or loss of profit or loss of business opportunity arising out of or in connection with the non-performance or breach by the other Party of this Agreement.

## 15 NOT USED

## 16 TERMINATION

- 16.1 If an Early Termination Event occurs in relation to either Party (the "**Affected Party**") the other Party (the "**Notifying Party**") may upon written notice to the Affected Party, to be given no later than 30 days after the discovery by the Notifying Party of the occurrence of an Early Termination Event, specify a cure period (if appropriate) or elect to terminate this Agreement with immediate effect.
- 16.2 The Affected Party will pay the Notifying Party's reasonable costs, expenses and legal fees directly arising from an early termination of this Agreement pursuant to Clause 16.1. For the avoidance of doubt, where the Customer is the Notifying Party, such reasonable costs,

expenses and legal fees shall include those relating to running a new tender to replace the Service.

- 16.3 Termination of this Agreement shall be without prejudice to the rights and liabilities of the Customer and the Service Provider accrued prior to or as a result of such termination.

## **17 WARRANTIES AND UNDERTAKINGS**

17.1 Each Party warrants to the other that:

- (a) it has obtained and will maintain at all times during the Term all licences, authorisations, permits, consents and other approvals necessary to enter into this Agreement and to enable it to fulfil its obligations under this Agreement;
- (b) it has negotiated, entered into and executed this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise); and
- (c) it is and will remain a party to the Network Code.

17.2 The Service Provider acknowledges that the Customer requires the Service provided under this Agreement (and in particular the delivery service) to comply with the Gas Safety (Management) Regulations 1996. Accordingly, the Service Provider shall not knowingly or deliberately do anything that would put the Customer in breach of the Gas Safety (Management) Regulations 1996 and shall fully co-operate with the Customer insofar as such co-operation is required to ensure that the Customer complies with its obligations under the Gas Safety (Management) Regulations 1996. The Service Provider acknowledges and agrees that the provision of the Service is in accordance with its obligation pursuant to Regulation 6(6) of the Gas Safety (Management) Regulations 1996.

17.3 The Service Provider warrants to the Customer that, Natural Gas shall be free from lien, charge, encumbrance or adverse claim (as to title or otherwise) including any claim for any Tax, royalty or other charge arising on or before delivery. The Service Provider shall indemnify the Customer and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against the Customer in consequence of a breach of this warranty.

17.4 The Service Provider acknowledges and agrees that nothing in this Agreement shall prevent the Customer from complying with any Legal Requirement and in such regard the Customer shall be able to take any action that it considers to be necessary to comply with any Legal Requirement.

## **18 ASSIGNMENT, SUCCESSION, ETC**

### **18.1 No Assignment**

Except as expressly provided under Clause 18.2, neither Party shall be entitled, at any time, to assign any or all of its rights under this Agreement and/or transfer any or all of its obligations under this Agreement to a third party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

### **18.2 Right of Assignment**

No consent shall be required pursuant to Clause 18.1 in the case of an assignment by a Party to an Affiliate provided that:

- (a) the Affiliate is technically capable of performing the Party's obligations under this Agreement; and

- (b) the assigning Party shall not be relieved of any obligations that such Affiliate fails to perform.

### 18.3 Successors and Assigns

This Agreement shall be binding upon and enure for the benefit of the Parties' respective successors and permitted assigns.

### 18.4 No Agency

Except as expressly provided in this Agreement, this Agreement does not constitute either Party as the associate, agent, partner or legal representative of the other for any purposes whatsoever, and neither Party shall have any express or implied right or authority to assume or to create any obligation or liability on behalf of or in the name of the other Party.

## 19 COMMUNICATIONS

### 19.1 Addresses for Communications

All Nominations, notices, consents, communications and invoices to be made or given under this Agreement ("**Communications**") shall be in writing and delivered:

- (a) in the case of the Service Provider, to the address specified in Schedule 1.

- (b) in the case of the Customer (other than invoices) to:

National Grid House, Warwick Technology Park, Gallows Hill, Warwick CV34 6DA

For the attention of: Network Operations Manager

Telephone number: 0870 1910636

Facsimile number: 0870 1910647

Email address: [ ]

- (c) in the case of the Customer (for invoices only) to:

Email addresses (to be sent to all):

[ngrid.invoices@edmgroup.com](mailto:ngrid.invoices@edmgroup.com) SAP processing team

[Box.GasContractServices@nationalgrid.com](mailto:Box.GasContractServices@nationalgrid.com) Settlements Team

or to such other address, email address or facsimile number notified by a Party to the other from time to time in accordance with this Clause 19.

### 19.2 Method of Communications

Communications shall only be given by prepaid post or delivered by hand or sent by facsimile or by electronic means provided that:

- (a) Nominations shall initially be communicated by telephone and confirmed by facsimile or by electronic means;
- (b) invoices (including, for the avoidance of doubt, credit notes) under Clause 9 shall always be sent by electronic means; and

- (c) termination notices under Clauses 12 or 16 must always be given by prepaid post or delivered by hand or sent by facsimile.

### 19.3 Time for Receipt

Communications shall be deemed to have been received:

- (a) in the case of facsimile or deliveries by hand:
  - (i) except as stated in Clause 19.3(a)(ii) below, on the day of delivery if such day is a Business Day, or otherwise on the next succeeding Business Day;
  - (ii) if the Communication is a Nomination or other notice pursuant to any of the provisions in Clauses 5 or 7, at the time of receipt;
- (b) in the case of prepaid post, on the day after they were posted, if such day is a Business Day, or otherwise the next succeeding Business Day;
- (c) in the case of transmission by electronic means, receipt shall be deemed to occur at the time that the electronic communication was sent, as evidenced by the time stamp on the communication indicating the time of sending.

## 20 CONFIDENTIALITY

### 20.1 No Disclosure

Subject to Clause 20.2, neither Party shall disclose the terms of this Agreement or any information relating thereto to any third party save with the prior written consent of the other, and shall keep the same strictly confidential.

### 20.2 Exceptions

The obligations in Clause 20.1 shall not apply:

- (a) to the extent such disclosure is required by any Legal Requirement or in connection with any judicial, arbitration or administrative proceeding or the rules of any recognised stock or securities exchange or any provision of the Network Code;
- (b) to disclosures made to Affiliates, employees, agents, contractors or advisers of a Party who have been required by the relevant Party to keep such terms and/or information confidential;
- (c) to the extent such terms and/or information is already in the public domain (or otherwise already known to the person receiving such information), otherwise than through a breach of this Agreement;
- (d) to any governmental agency, or regulatory, or administrative agency having jurisdiction over the disclosing Party;
- (e) to a bona fide intended assignee or transferee of a Party's rights and obligations hereunder provided that such assignee or transferee has undertaken to keep such terms and/or information confidential;
- (f) to a bank or financial institution for the purpose of financing such Party's business provided that such bank or financial institution has undertaken to keep such terms and/or information confidential;
- (g) to National Grid Gas for the performance of NBP Trades; and

(h) to any Expert appointed in accordance with Clause 24.

## **21 REPRESENTATION, VARIATION AND WAIVER**

### **21.1 Representation**

- (a) For the purposes of this Clause 21.1, “**Representation**” means a draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to this Agreement, made or given by either Party or any other person at any time prior to the Effective Date.
- (b) Except to the extent repeated in this Agreement, the terms of this Agreement supersede and extinguish any Representation.
- (c) Each Party acknowledges that in entering into this Agreement it is not relying and will not rely upon any Representation which is not set out in this Agreement.
- (d) Neither Party shall have any right of action against the other Party arising out of or in connection with any Representation (except in the case of fraud) except to the extent repeated in this Agreement.
- (e) This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all previous agreements or understandings between the Parties with respect thereto and any warranty, condition or other term implied by law or custom is (to the fullest extent permitted by law) expressly excluded.

### **21.2 Variation**

No variation to this Agreement shall be valid, unless it is in writing and signed by an authorised representative of each Party.

### **21.3 Waiver**

No waiver or consent by either Party (express or implied) of any one or more defaults by the other shall operate or be construed as a waiver of, or consent to, any other defaults, whether of a like or different nature, and failure by a Party to complain of any act of the other or to declare such other in default in respect of this Agreement, regardless of how long that failure continues, shall not constitute a waiver by such Party of its rights with respect to such default.

### **21.4 Severability**

If any of the provisions of this Agreement is found by a court or authority of competent jurisdiction to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement, and the remaining provisions shall continue in full force and effect. The Parties shall in such event meet to negotiate in good faith and seek to agree upon a valid and enforceable provision to replace the provision so found to be void or unenforceable.

## **22 CHANGES TO NETWORK CODE, PUBLICATIONS, ETC**

22.1 If any changes shall be made to the Network Code which would affect the implementation of the provisions of this Agreement, the Parties shall agree such amendments to this Agreement as may be necessary or appropriate to take account of such changes, so that this Agreement may continue in force, achieving substantially the same commercial effect.

22.2 In the event that any of the publications or prices referred to in this Agreement ceases to be published, or the information contained in any such publication is provided in a different form, the Parties shall agree any amendments to this Agreement which may be necessary or

appropriate, including the use of alternative publications, prices or information, so that this Agreement may continue in force, achieving substantially the same commercial effect.

- 22.3 If the Parties are unable to agree on any amendments which need to be made to this Agreement pursuant to Clause 22.1 or Clause 22.2, the matter shall be referred to an Expert for determination in accordance with Clause 24.

## **23 PARTIES TO CO-OPERATE, ETC**

- 23.1 Each Party shall co-operate with the other in the performance of this Agreement, including in relation to the making and implementing of Nominations.
- 23.2 The Parties shall agree such further rules and procedures for the implementation of the provisions of this Agreement as may be necessary or appropriate for the efficient performance of this Agreement, including in relation to the making and implementation of Nominations.

## **24 EXPERT**

- 24.1 Where pursuant to this Agreement any matter is to be referred to an Expert, or the Parties agree that any matter shall be referred to an Expert (any such matter a “**Dispute**”) the provisions of this Clause 24 shall have effect.
- 24.2 The expert chosen to determine the Dispute (the “**Expert**”) shall be an independent person of suitable experience and skill agreed upon by both Parties or in lieu of such agreement, selected by the President for the time being of the Energy Institute (or its successor body).
- 24.3 The Parties will meet with the Expert to agree the timetable and to determine the form of submissions to be made, the form of the hearing of the Dispute and the remuneration of the Expert.
- 24.4 Each Party shall bear its own costs including without limitation the costs of providing documentation, information, data, submissions and expenses of all witnesses and other persons retained by such Party.
- 24.5 The Expert's fees and expenses shall be payable by the Parties in equal amounts, unless the Parties agree that the Expert may make a direction that such fees and expenses should be borne on some other basis.
- 24.6 The Expert's final determination shall be final and binding on the Parties except in the case of manifest error.
- 24.7 The Parties and the Expert shall keep confidential the fact that the expert determination is taking place, all documents and information relating thereto and its outcome.

## **25 THIRD PARTY RIGHTS**

The Parties do not intend that any terms of this Agreement, nor any rights or benefits expressly or impliedly conferred by it, be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement; and the Parties may rescind or vary this Agreement, in whole or in part, without the consent of any such person.

## **26 GOVERNING LAW**

- 26.1 This Agreement and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-

contractual disputes or claims) shall be governed by and construed in accordance with the laws of England, and each Party submits to the exclusive jurisdiction of the English courts.

26.2 Without prejudice to any other mode of service allowed under any relevant law, where the Service Provider is a company registered outside of the United Kingdom, the Service Provider:

- (a) irrevocably appoints the Agent identified in Schedule 1, as its agent for service of process in relation to any proceedings before the English courts in connection with this Agreement; and
- (b) agrees that failure by its Agent to notify the Service Provider of the process will not invalidate the proceedings concerned.

26.3 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Service Provider shall (i) immediately notify the Customer and (ii) immediately (and in any event within thirty (30) Business Days of such event taking place) appoint another person in England to accept service of process on its behalf in England.

## **27 ANTI-CORRUPTION**

27.1 Each Party warrants and undertakes that it (and any Associated Person) has in the negotiations of this Agreement and shall in connection with its performance continue to:

- (a) comply with all applicable Anti-Bribery Laws and Anti-Slavery Laws;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or under the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK; and
- (c) notify the other Party as soon as reasonably practicable upon becoming aware of any breach of this Clause 27.

27.2 Each Party will, in connection with this Agreement, maintain in place throughout the Term appropriate policies and procedures to ensure compliance with all applicable Anti-Bribery Laws and Anti-Slavery Laws.

27.3 To the extent permitted by law, the Service Provider will provide the Customer (at the Customer's cost) with such reasonable assistance as it may require from time to time:

- (a) to enable it to conduct any audit or investigation into its performance of this Agreement and its compliance with any applicable Anti-Slavery Laws and Anti-Bribery Laws (such reasonable assistance to include access to any data, documents or individuals involved in the performance of this Agreement and any relevant property, site or location during business hours and on reasonable notice); and
- (b) to assist any Competent Authority in conducting any investigation into compliance with any applicable Anti-Slavery Laws and Anti-Bribery Laws.

## **28 COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart shall constitute an original of this Agreement, but together the counterparts shall constitute one document.

**29 COSTS**

Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

**IN WITNESS** whereof the duly authorised representatives of the Parties have executed this Agreement the day and first year before written.

**SIGNED** for and on behalf of  
**National Grid Gas plc**

**SIGNED** for and on behalf of  
**[Service Provider]**

Signed: .....

Signed: .....

Name: .....

Name: .....

Position:.....

Position:.....



## Schedule 1

### PART 1: SERVICE PROVIDER DETAILS

<b>Service Provider</b>	[ ], a company incorporated under the laws of [England and Wales] with company number [ ] whose registered office is at [ ]
<b>Service Provider Contact Details for Operational notices</b>	Marked for the attention of: [ ] Address: [ ] Telephone number: [ ] Fax number: [ ] Email: [ ]
<b>Service Provider Contact Details for other communications</b>	Marked for the attention of: [ ] Address: [ ] Telephone number: [ ] Fax number: [ ] Email: [ ]
<b>Agent (for the purposes of Clause 26.2)</b>	Name: [ ] Address: [ ] <b>[Drafting Note: Insert N/A where no agent is required.]</b>
<b>Facilities</b>	[ ]
<b>Shipper Short Code</b>	[ ]

### PART 2: SERVICE PARAMETERS

<b>Year (from)</b>	[1 May XXXX]
<b>Year (to)</b>	[30 April XXXX]
<b>Minimum Delivery Rate</b>	[ ] kWh/h
<b>Maximum Delivery Rate</b>	[ ] kWh/h
<b>Minimum Delivery Duration</b>	[ ] hours
<b>Maximum Delivery Duration</b>	[12 or 24] hours

<b>Response Time</b>	[hours / minutes] before the exact hour at which the instruction is to take effect
<b>Summer Period Availability</b>	[1,836] hours
<b>Winter Period Availability</b>	[4,579] hours
<b>Planned Maintenance Period(s)</b>	[ ] to [ ]
<b>Website for clause 7.1(e)</b>	[ ]

**PART 3: SERVICE CHARGES**

<b>Service Fee<sup>1</sup></b>	
<b>For each Day in the Summer Period</b>	
<b>Service Fee</b>	
<b>For each Day in the Winter Period:</b>	
<b>Delivery Charge</b>	
<b>Payment Details</b>	[Bank Name] [Bank Address] [Bank Sort Code / SWIFT] [Bank Account Number / IBAN] [Service Provider]

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<sup>1</sup> For the purposes of the agreement, the annual capacity charge will be converted to a daily Service Fee, such that 80% of the annual charge shall be payable over the 7 month winter period and 20% payable over the 5 month summer period.

**Schedule 2**



All Quantities in **kWh**

**Operating Margin Nomination pro-forma)**

Facility:

To:

Tel:

Back Up Tel 1:

Back Up Tel 2:

Fax:

Date and Time of Request

Test Type   
(Communications only or Physical)

Type of Nominator

Gas Day

Hour	Current OM Volume Required Across Portfolio (kWh)	New OM Volume Required Across Portfolio (kWh)
05:00		
06:00		
07:00		
08:00		
09:00		
10:00		
11:00		
12:00		
13:00		
14:00		
15:00		
16:00		
17:00		
18:00		
19:00		
20:00		
21:00		
22:00		
23:00		
00:00		
01:00		
01:00 GMT		
02:00		
03:00		
04:00		
End of Day Volume (kWh)	-	-

Signed (on behalf of NGG) \_\_\_\_\_

Date and Time \_\_\_\_\_

**CONFIRMATION**

Time Nomination acknowledged by Service Provider

Signed \_\_\_\_\_

Date and Time \_\_\_\_\_

From: National Grid Gas Operations  
Tel: GNCC 0870 191 0636  
Email: GNCC.Operations@uk.ngrid.com

Schedule 3



All Quantities in **kWh**

**OPERATING MARGIN – CONFIRMATION OF EXPECTED DELIVERY (PRO-FORMA)**

For Gas Day Commencing on:

To: National Grid Operations Manager

Email [ ]

Hour Commencing	(offtake decrease)			(offtake decrease)			(offtake decrease)			(Supply increase)			Total OM Quantity
	Old OPN	New OPN	OM Quantity	Old OPN	New OPN	OM Quantity	Old OPN	New OPN	OM Quantity	Old DPN	New DPN	OM Quantity	
05:00			0			0			0			0	0
06:00			0			0			0			0	0
07:00			0			0			0			0	0
08:00			0			0			0			0	0
09:00			0			0			0			0	0
10:00			0			0			0			0	0
11:00			0			0			0			0	0
12:00			0			0			0			0	0
13:00			0			0			0			0	0
14:00			0			0			0			0	0
15:00			0			0			0			0	0
16:00			0			0			0			0	0
17:00			0			0			0			0	0
18:00			0			0			0			0	0
19:00			0			0			0			0	0
20:00			0			0			0			0	0
21:00			0			0			0			0	0
22:00			0			0			0			0	0
23:00			0			0			0			0	0
00:00			0			0			0			0	0
01:00 GMT			0			0			0			0	0
02:00			0			0			0			0	0
03:00			0			0			0			0	0
04:00			0			0			0			0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

OM Delivery






**Notes:**

Only the facilities which are being used for OM delivery need completing, the other facilities may be left blank.

Schedule 4



All Quantities in kWh

**OPERATING MARGIN VOLUME CONFIRMATION (PRO-FORMA)**

Portfolio Facilities:

To:

Tel:

Back Up Tel 1:

Back Up Tel 2:

Fax:

For Gas Day Commencing on:

Hour Commencing	Site Position				
	Demand Reduction		OM Requirement (kWh)	OM Delivered (kWh)	Shortfall Quantity (kWh)
	Total of Site nominations before initial call off (kWh)	Flow (kWh)			
05:00					
06:00					
07:00					
08:00					
09:00					
10:00					
11:00					
12:00					
13:00					
14:00					
15:00					
16:00					
17:00					
18:00					
19:00					
20:00					
21:00					
22:00					
23:00					
00:00					
01:00					
01:00 GMT					
02:00					
03:00					
04:00					
Total					

Actual Utilisation Quantity:

Shortfall Quantity (if any)

Name

Signed

Date and Time

From: National Grid Gas Operations Manager  
 Tel: GNCC 0870 191 0636  
 Email [ ]: