

**Energy Bills Discount Scheme for Non-Standard Customers
in Great Britain and Northern Ireland**

Scheme Terms

**Amended version, dated 11 August 2023, of the terms that were originally published,
and came into force, on 24 April 2023**

Secretary of State for Energy Security and Net Zero

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Scheme Terms

Part 1 – General

1 Introduction

1.1 This document (**Scheme Terms**) sets out the terms of a grant scheme (the **Scheme**) to support certain users of electricity and gas, by helping them meet costs related to their use of that energy. The Scheme is established under section 13, Energy Prices Act 2022.

1.2 The Scheme Terms are incorporated into Scheme Agreements, under which the Secretary of State for Energy Security and Net Zero¹ (**ESNZ**) provides financial support to users of energy. By publishing the Scheme Terms, ESNZ:

- (a) invites those who are eligible to receive support under the Scheme to apply to enter into such Scheme Agreements; and
- (b) offers to enter into such Scheme Agreements with successful applicants

and by entering into Scheme Agreements, those who enter into them accept ESNZ's offer and agree to be bound by the Scheme Terms.

1.3 The Scheme Terms set out, amongst other things:

- (a) what the words and phrases given special meanings in the Scheme Terms mean (see Section 2);
- (b) parameters of the Scheme which define the support that is available (see Section 3);
- (c) who is eligible for support under the Scheme, and in respect of what energy (see Sections 4 to 7);
- (d) who may make applications for support, and enter into Scheme Agreements (see Sections 8 to 10);
- (e) how the support to which individual users of energy are entitled under the Scheme Terms is to be calculated (see Section 11 to 14);
- (f) how the support may be adjusted in special circumstances (see Sections 15 to 18);
- (g) how to register to participate in the Scheme and become party to a Scheme Agreement (see Sections 19 to 21);

¹ Prior to 3 May 2023, references to ESNZ are to be read as referring to the Secretary of State for Business, Energy and Industrial Strategy (SoS BEIS). Any Scheme Agreement entered into before 3 May 2023 is between the Scheme Party and SoS BEIS. This is because the incorporation of the Secretary of State for Energy Security and Net Zero (SoS ESNZ) as a corporation sole does not have effect until 3 May 2023. At that point, the rights and liabilities of SoS BEIS under any Scheme Agreement will transfer to SoS ESNZ, the Scheme Agreement will have effect as though entered into by SoS BEIS and any references to SoS BEIS will be read as or including references to SoS ESNZ. See articles 3 and 8 of [S.I. 2023/424](#). The Scheme Terms refer to ESNZ because it is not expected that Scheme Agreements will in practice be entered into before 3 May 2023.

- (h) how to apply for support in respect of energy costs / who can make such an application, and in what circumstances; and how amounts overpaid by ESNZ may be recovered (see Sections 22 to 25);
 - (i) how payment is routed to those for whose benefit the Scheme is established (see Sections 26 and 27);
 - (j) how ESNZ may seek information from Scheme participants and audit the Scheme (see Sections 28 to 30);
 - (k) how the Scheme Terms may be amended, and how and by whom the terms of Scheme Agreements may be enforced (see Sections 32 and 33).
- 1.4 Sections 1 to 33 set out the main terms of the Scheme. The Scheme Terms also include the Schedules, as follows:
- (a) Schedule 1 sets out further terms and conditions of each Scheme Agreement;
 - (b) Schedule 2 contains data protection provisions;
 - (c) Schedule 3 contains the form of Scheme Agreement; and
 - (d) Schedules 4 to 8 provide certain forms that are or may be required to be completed when registering to participate in the Scheme or claiming support under the Scheme.
- 1.5 The Scheme Terms will be supplemented by the Energy Bills Discount Scheme (Non-Standard Cases) Regulations 2023. Under those Regulations:
- (a) those who receive support under the Scheme in respect of energy that is provided to them may be required to pass on the benefit of that support to others to whom they themselves make energy available (in ways that are not directly the subject of the Scheme Terms) or make heating or hot water available;
 - (b) parties other than those participating in the Scheme may be required to provide information to ESNZ in order to facilitate the administration of the Scheme (this includes both those who may be eligible to be, but are not yet, parties to Scheme Agreements as well as others active in the relevant energy supply chains).
- 1.6 The Scheme applies in respect of Eligible Energy (as defined in Section 5) that is consumed in the period (**Scheme Period**) from 1 April 2023 to 31 March 2024 (both dates inclusive).
- 1.7 Under the Scheme the level of support provided in respect of Eligible Energy depends on whether a person receiving the benefit of the support (directly or from another person as mentioned in paragraph 1.5(a) above) is a certified ETII operator or a certified heat supplier (as defined in the Energy Bills Discount Scheme Regulations 2023) or neither of those. The basis on which a user of energy may become a certified ETII operator or a certified heat

supplier is set out in the Energy Bills Discount Scheme Regulations 2023 and not in the Scheme Terms.

- 1.8 The Energy Bills Discount Scheme (Non-Standard Cases) Regulations 2023 also provide for information flows to determine what Eligible Energy attracts support at the different levels referred to in paragraph 1.7.
- 1.9 The Scheme Terms may be amended by ESNZ (see Section 32). ESNZ reserves the right:
- (a) to replace the Scheme wholly or in part with another scheme, or to terminate the Scheme;
 - (b) by agreement with a party participating in the Scheme, to vary the Scheme Terms or how they apply in respect of that party (in general or in any particular case).
- 1.10 Unless expressly otherwise provided, the Scheme is not intended to provide support in respect of Energy for which any other energy price support is available.
- 1.11 ESNZ has published at <https://www.gov.uk/government/publications/energy-bill-relief-scheme-non-standard-cases> guidance in connection with the Scheme, including examples of the circumstances in which users of energy may be eligible for support under the Scheme, as well as further details of how the Scheme is to operate, including details of procedures to be followed and information to be provided by parties in connection with the operation of the Scheme. Whilst every effort has been made to ensure its accuracy, if there is any conflict between the guidance and the Scheme Terms, the Scheme Terms prevail.

2 Interpretation

2.1 In these Scheme Terms:

Act means the Energy Prices Act 2022;

Applicant has the meaning given in Section 19.2;

Application Deadline means 31 March 2024 or such later date, published by ESNZ, as ESNZ may in its absolute discretion decide;

Base ECS Rate has the meaning given in Section 12;

BSC means the Balancing and Settlement Code maintained in accordance with the conditions of transmission licences granted under section 6(1)(b) of the Electricity Act 1989, as such code is from time to time modified;²

Business Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday;

Category (in relation to Eligible Energy) has the meaning given in Section 6.1;

Claim Window has the meaning given in Section 23.2;

² https://bscdocs.elexon.co.uk/bsc/bsc-consolidated#_Toc121840261

Claims Close Date means 14 April 2024, or such later date, published by ESNZ, as ESNZ may in its absolute discretion decide;

Claims Final Close Date means the date after the Claims Close Date that ESNZ appoints from time to time in its absolute discretion for the purposes of Section 23.5 and publishes as such;

Confirmation and Undertaking means a confirmation and undertaking, in the form in Schedule 5, to be provided to ESNZ by an Intermediate Energy Provider;

Effective ECS Rate has the meaning given in Section 12;

Electricity Grid means:

- (a) in relation to Great Britain, the Total System (as defined in Section X-1 of the BSC);
- (b) in relation to Northern Ireland, collectively all transmission systems and distribution systems which are owned or operated by persons authorised by licences granted under Article 10(1)(b) or 10(1)(bb) of the Electricity Order (Northern Ireland) Order 1992;

Eligible Energy has the meaning given in Section 5.1;

Energy, in respect of a Non-Domestic Customer, means:

- (a) electricity conveyed to the Customer's premises by electric lines; or
- (b) Gas conveyed to the Customer's premises by pipes;

Energy Cost Support means financial assistance, under the Scheme, for a Non-Standard Customer in respect of the cost of Eligible Energy that it has consumed;

Energy Price means the price payable by a Retail Customer to an Energy Provider for Energy, so far as the price is to be paid in respect of the quantity of Energy provided to the Customer;

Energy Pricing Arrangements means the contract or other arrangements between a Retail Customer and an Energy Provider under which Energy is provided and by which the Energy Price is set;

Energy Provider means a person which provides Energy to a Retail Customer;

ESNZ means the Secretary of State for Energy Security and Net Zero³;

ETII Eligible Energy has the meaning given in Section 6.1(a);

Excessive Energy Cost Support means, where a Customer:

- (a) is entitled, as a result of its consumption of Output Electricity, to:
 - (i) a Relevant Pass-Through Amount, and

³ See footnote 1 above.

- (ii) Energy Cost Support in respect of that electricity under the Scheme Terms,
 - (b) makes a Support Claim (or a Support Claim is made on its behalf), and
 - (c) receives (before or after making the Support Claim):
 - (i) any other pass-through amount (within the meaning of regulation 2 of the Main Scheme Pass-through Regulations or the Non-Standard Scheme Regulations), or
 - (ii) any Other Pass-Through Amount,
- in respect of its consumption of heating or hot water during the period covered by the Support Claim,

the amount by which the amount within paragraph (c) exceeds what is just and reasonable (having regard, in particular, to the quantities of Gas that may reasonably be expected (using generally accepted industry standard methodologies) to have been consumed in producing, respectively, the electricity, heating or hot water provided to the Customer during that period);

Gas means:

- (a) any gas, the content and characteristics of which are such that they are in accordance with the values specified in the table in Part 1 of Schedule 1 to the Gas Safety Management Regulations 1996, as amended and in force on 1 August 2023⁴;
- (b) any other hydrocarbons or mixture of hydrocarbons and other gases which at a temperature of 15 °C and an absolute pressure of 1.01325 bar are or is predominantly in the gaseous state⁵;

General Eligible Energy has the meaning given in Section 6.1(c);

Government Supported Discount Price has the meaning given in Section 3;

GSDP Decrement has the meaning given in Section 3;

HEP Energy means Energy provided to any person by a Higher-Level Energy Provider;

Higher-Level Energy Provider has the meaning given in Section 9.1(a);

Index Category means a group of Customers that are Lower Consumption Customers in relation to Eligible Energy, and whose consumption of that Eligible Energy is subject to Energy Pricing Arrangements that are based on a particular type of wholesale market index specified by ESNZ under Section 11.3(b)(ii) (for example, an Index Category comprising customers whose consumption of Eligible Energy is subject to Energy Pricing Arrangements

⁴ Paragraph (a) of this definition refers to gas – in particular methane, including biomethane – that meets the criteria to be conveyed in a gas pipeline network under the Gas Safety Management Regulations 1996 (S.I. 1996/551, as most recently amended by S.I. 2023/284).

⁵ A version of paragraph (b) of this definition, without the first occurrence of the word “other”, and with the words “consisting primarily of methane” appearing after “gases”, originally comprised the whole of the definition of “Gas” in the Scheme Terms. It was drawn from the Uniform Network Code (as in force on 1 April 2023): see the Uniform Network Code General Terms, Section C, paragraph 3.1.1 (<https://www.gasgovernance.co.uk/index.php/general>). The purpose of paragraph (b) is to enable support to be provided, in certain cases, in respect of Gas – or electricity generated from Gas – that is or may be composed of less than 50% methane (for example, landfill gas).

based on a day-ahead index, or an Index Category comprising customers whose consumption of Eligible Energy is subject to Energy Pricing Arrangements based on other indices);

Input Gas has the meaning given in Section 13.3;

Intermediate Energy Provider has the meaning given in Section 9.1(b);

Intermediate Payment Arrangements has the meaning given in Section 9.3(b);

Large Customer has the meaning given in Section 15.1 (and, for the avoidance of doubt, a Large Customer may also be a Lower Consumption Customer);

Large Customer Undertaking means an undertaking, in the form in Schedule 6, to be provided to ESNZ by a Large Customer;

Licensed Supplier means a licensed electricity supplier or a licensed gas supplier;

Lower Consumption Customer means a Retail Customer, in respect of which the conditions in paragraphs (a) or (b) are satisfied:

- (a) the condition is that it may reasonably be expected that in the 12 months beginning on 1 April 2023, the Customer will not be provided with more than 10GWh of electricity that is Eligible Energy, either at a single Premises or (at more than one Premises) by the same Qualifying Energy Provider;
- (b) the condition is that it may reasonably be expected that in the 12 months beginning on 1 April 2023, the Customer will not be provided with more than 30GWh of Gas that is Eligible Energy, either at a single Premises or (at more than one Premises) by the same Qualifying Energy Provider,

but:

- (i) if the condition in paragraph (a) is satisfied, and the condition in paragraph (b) is not satisfied, the Customer is a Lower Consumption Customer only in relation to electricity, and
- (ii) if the condition in paragraph (b) is satisfied, and the condition in paragraph (a) is not satisfied, the Customer is a Lower Consumption Customer only in respect of Gas,

(and, for the avoidance of doubt, a Lower Consumption Customer may also be a Large Customer);

Main Scheme Pass-through Regulations means the Energy Bills Discount Scheme Pass-through Requirement Regulations 2023;

Main Scheme Regulations means:

- (a) in relation to Great Britain, the Energy Bills Discount Scheme Regulations 2023, and
- (b) in relation to Northern Ireland, the Energy Bills Discount Scheme (Northern Ireland) Regulations 2023;

Maximum ECS Rate has the meaning given in Section 3;

MER Increment has the meaning given in Section 3;

Minimum Energy Price means, in respect of Eligible Energy consumed by a Customer in any period, the minimum value of the amount determined as the Energy Price net of the Energy Cost Support;

MWh means megawatt hour;

Non-Domestic Customer or **Customer** means a person to whom Energy is provided by way of GB non-domestic electricity supply, GB non-domestic gas supply, NI non-domestic electricity supply or NI non-domestic gas supply;

Non-Standard Scheme Regulations or **NSC Regulations** means the Energy Bills Discount Scheme (Non-Standard Cases) Regulations 2023;

Non-Standard Customer means a Non-Domestic Customer in respect of Eligible Energy conveyed to the Customer's Premises;

Opt-out Notice has the meaning given in Section 4.2;

Other Energy Price Support means energy price support provided by ESNZ in connection with the use or supply of Gas, other than the energy price support under the Scheme Terms or the Main Scheme Regulations;

Other Pass-Through Amount means an amount in respect of the benefit of Other Energy Price Support passed to any person pursuant to a pass-through requirement under Other Pass-Through Regulations in respect of Other Energy Price Support;

Other Pass-Through Regulations means regulations, other than the Main Scheme Pass-Through Regulations, made under section 19(1) of the Act;

Output Electricity has the meaning given in Section 13.2;

Premises means the premises of a Non-Domestic Customer to which Energy is conveyed;

QHS Eligible Energy has the meaning given in Section 6.1(b);

Qualifying Energy Provider means an Energy Provider, in respect of Eligible Energy that it provides to a Non-Standard Customer;

Qualifying Claim Period has the meaning given in Section 23.1;

Qualifying Customer has the meaning given in Section 10.2;

Registered means registered with ESNZ for the purposes of the Scheme in accordance with Section 19; and **Registration** is construed accordingly;

Registration Information means information provided or to be provided by an Applicant under Section 19.3(a) and accepted by ESNZ, and thereafter maintained by ESNZ as part of a Scheme Party's Registration, as amended from time to time;

Relevant Pass-Through Amount has the meaning given in Section 13.3;

Retail Customer means a Non-Standard Customer that is not a Wholesale Market Customer;

Scheme has the meaning given in Section 1.1;

Scheme Agreement means a grant agreement between ESNZ and a Scheme Party incorporating these Scheme Terms;

Scheme Launch Date means 24 April 2023;

Scheme Party means a person that is Registered under the Scheme for the purposes of applying for Energy Cost Support (whether for itself or the benefit of others);

Scheme Period has the meaning given in Section 1.6;

Scheme Terms has the meaning given in Section 1.1;

Support Claim means an application for Energy Cost Support in accordance with Section 23;

UNC means the Uniform Network Code provided for in the conditions of transportation licences granted under section 7 of the Gas Act 1986, as such code is from time to time modified;⁶

Wholesale-exposed Energy Price means, in relation to Eligible Energy provided by an Energy Provider to a Retail Customer, that part of the Energy Price which, under the Energy Pricing Arrangements, is set by reference to a Wholesale Market Price;

Wholesale Index Value means the values determined and published by the Secretary of State under Section 11.3;

Wholesale Market Price means a price at which electricity or Gas is traded in the wholesale electricity or Gas market;

Wholesale Market Customer means a Non-Standard Customer in Great Britain which is:

- (a) a Trading Party under the BSC, and the Lead Party of a BM Unit comprising Plant and Apparatus (at the Customer's Premises) whose Imports are Eligible Energy (all terms not otherwise defined having the meanings given to them in Section X-1 of the BSC); or
- (b) a Shipper User under the UNC, and the Registered User of a Supply Meter Point at which it offtakes Eligible Energy from the Total System (all terms not otherwise defined having the meanings given to them in the UNC, respectively at paragraph 2.2.1 of the General Terms, Section B; paragraph 1.1.1 of Section G of the Transportation Principal Document; and paragraphs 4.1.1 and 1.1.1 of Section A of that document);

Wholesale Related Price means the price determined in accordance with Section 11.

2.2 Words and phrases defined in the Act or the Main Scheme Regulations and not otherwise defined in the Scheme Terms, have the same meanings when they are used in these Scheme Terms. Those include, without limitation:

- (a) the following terms defined in sections 10 and 12 of the Act: "GB non-domestic electricity supply" and "GB non-domestic gas supply" (in each case, construed as if

⁶ <https://www.gasgovernance.co.uk/UNC>

electricity or Gas were provided by a licensed electricity supplier or licensed gas supplier), "NI non-domestic electricity supply", "NI non-domestic gas supply", "licensed electricity supplier" and "licensed gas supplier"; and the term "energy price support"; and

- (b) the following terms defined in regulation 2 or regulation 15 of the Main Scheme Regulations: certified ETII operator, certified heat supplier, ETII proportion, heat network, qualifying heat supply, QHS proportion.

2.3 In these Scheme Terms:

- (a) references to Energy are to Energy consumed in the Scheme Period;
- (b) references to provision of Energy are to provision by way of sale (whether described as sale, supply or otherwise);
- (c) references to consumption of Energy:
 - (i) include use as feedstock in any industrial process;
 - (ii) include storage of Energy by a person to whom it has been conveyed, but without prejudice to Section 17 or to the application of the Non-Standard Scheme Regulations where that person makes Energy which has been stored available to another person;
- (d) references to a Customer's Energy, electricity or Gas are to Energy, electricity or Gas conveyed to the Customer at its Premises;
- (e) references to a Retail Customer do not, unless the context otherwise requires, include a Retail Customer which has given and not withdrawn an Opt-out Notice;
- (f) references, in the context of an Energy Provider, Higher-Level Energy Provider or Intermediate Energy Provider (each in this paragraph a **provider**), to a Customer are to a Customer which consumes Energy provided by that provider;
- (g) references to a price set by reference to a Wholesale Market Price include:
 - (i) a price expressed as a factor of a Wholesale Market Price;
 - (ii) a price adjusted by reference to changes in a Wholesale Market Price;
 - (iii) a price determined from trades made in the wholesale electricity or Gas market,

and references to the wholesale Gas market refer to the wholesale market for Gas that falls within sub-paragraph (a) of the definition of Gas in Section 2;

- (h) references to Wholesale Market Customers are to be disregarded for the purposes of the application of the Scheme in Northern Ireland.

2.4 Further definitions and rules of interpretation are set out in Schedule 1.

2.5 A Scheme Agreement comprises:

- (a) an agreement in the form in Schedule 3;
- (b) these Scheme Terms, as amended by ESNZ from time to time;
- (c) the Scheme Party's Registration Information;
- (d) any other terms or conditions which the Scheme Terms expressly provide, or the Scheme Party and ESNZ agree in writing, to form part of the Agreement.

3 Scheme Parameters

For the purposes of the Scheme the **Government Supported Discount Price**, **Maximum ECS Rate** and **Minimum Energy Price** and (in respect of ETII Eligible Energy) **GSDP Decrement** and **MER Increment** (in respect of the Scheme in Great Britain and in Northern Ireland, for electricity and for Gas, and for each Category of Eligible Energy) are:

- (a) the respective amounts, in £ / MWh, set out in the table below, or
- (b) in any case, such other amount (in £ / MWh) as may be determined as such by ESNZ in the absolute discretion of ESNZ and published for the purposes of the Scheme.

Scheme parameter	Category of Eligible Energy	Customers in Great Britain (£/MWh)		Customers in Northern Ireland (£/MWh)	
		Electricity	Gas	Electricity	Gas
Government Supported Discount Price	General Eligible Energy and ETII Eligible Energy	302	107	302	107
	QHS Eligible Energy	0	0	0	0
Maximum ECS Rate	General Eligible Energy and ETII Eligible Energy	19.61	6.97	19.61	6.97
	QHS Eligible Energy	∞	∞	∞	∞
Minimum Energy Price	General Eligible Energy and ETII Eligible Energy	302	107	302	107
	QHS Eligible Energy	340	78.30	340	78.30
GSDP Decrement	ETII Eligible Energy	117	8	117	8
MER Increment	ETII Eligible Energy	69.39	33.03	69.39	33.03

4 Eligible Customers

- 4.1 A Non-Standard Customer is eligible for Energy Cost Support in respect of Eligible Energy, subject to and in accordance with the Scheme Terms.
- 4.2 A Retail Customer may, by giving notice (**Opt-out Notice**) to the Energy Provider, elect that it will not be eligible for Energy Cost Support with effect from the date specified in the notice (which may be before, on or after, the date when the notice is given).
- 4.3 Where a Retail Customer has given an Opt-out Notice it may give a further notice to the Energy Provider withdrawing the Opt-out Notice with effect from the date specified in such further notice (which may not be before the date when the notice is given).

5 Eligible Energy

- 5.1 Energy is **Eligible Energy** in relation to a Customer if all the conditions in this Section 5 are met in respect of it, subject to Section 5.11.
- 5.2 The first condition is that the Energy is provided to the Customer by a person other than the Customer itself.
- 5.3 The second condition is that the Energy is not supplied to the Customer, and has not been supplied to any other person, by a licensed supplier.
- 5.4 The third condition is that the Energy is consumed by the Customer at the Customer's Premises, subject to Section 8.3.
- 5.5 The fourth condition is that, under the Energy Pricing Arrangements, the Energy Price is set by reference to a Wholesale Market Price.
- 5.6 The fifth condition is that the Energy is not ineligible under Section 17.2.
- 5.7 The sixth condition is that the Energy is lawfully provided to the Customer, and to any other person to whom it is provided before being provided to the Customer.
- 5.8 The seventh condition is that the Energy is conveyed to Premises of the Customer that are in England, Wales, Scotland or Northern Ireland.
- 5.9 The eighth condition is that the Energy is not electricity produced mainly by the combustion of Gas that falls within sub-paragraph (a) of the definition of Gas in Section 2.
- 5.10 The ninth condition is that, where the Energy is Gas, it does not fall within sub-paragraph (b) of the definition of Gas in Section 2.
- 5.11 The first, fourth, sixth and eighth conditions do not apply in relation to a Wholesale Market Customer.

6 Categories of Eligible Energy

- 6.1 All or part of the Eligible Energy consumed by a Customer in any period:
- (a) is **ETII Eligible Energy**:
- (i) if the Customer is a certified ETII operator; or

- (ii) if the Customer uses the Energy to make available heat, hot water or electricity which is made available (by the Customer or another person) to a certified ETII operator;
- (b) is **QHS Eligible Energy**:
 - (i) if the Customer is a certified heat supplier in respect of a heat network through which the Customer makes a qualifying heat supply using the Energy or
 - (ii) if the Customer uses the Energy to make available heat, hot water or electricity which is made available (by the Customer or another person) to a certified heat supplier;
- (c) is **General Eligible Energy** to the extent that it is not ETII Eligible Energy or QHS Eligible Energy,

each of ETII Eligible Energy, QHS Eligible Energy and General Eligible Energy being a **Category** of Eligible Energy.

6.2 The proportions of the Eligible Energy consumed by a Customer in a period:

- (a) within the Categories ETII Eligible Energy and QHS Eligible Energy, are the ETII proportion (P_{ETII}) and QHS proportion (P_{QHS}) determined in respect of the Customer for that period under the Non-Standard Scheme Regulations;
- (b) within the Category General Eligible Energy, is $(1 - (P_{ETII} + P_{QHS}))$.

7 Arrangements which abuse the Scheme

7.1 For the purposes of this Section 7 a **relevant arrangement** is an arrangement (including entering into or modifying Energy Pricing Arrangements) made by a Non-Standard Customer or an Energy Provider (an **arrangement party**) the purpose or main purpose of which is to obtain Energy Cost Support, or to increase the amount of Energy Cost Support that may be obtained, under the Scheme.

7.2 A Scheme Party which is an arrangement party must declare to ESNZ any relevant arrangement:

- (a) as Applicant, when applying for Registration; or
- (b) if later, when the relevant arrangement is made.

7.3 Where ESNZ considers that a Non-Standard Customer or an Energy Provider has made a relevant arrangement, ESNZ may take such steps as (in its discretion) it considers appropriate, which may include:

- (a) rejecting a Registration Application by an arrangement party;
- (b) requiring a change to such a Registration Application as a condition of accepting it;
- (c) determining that the Customer is not eligible for Energy Cost Support in respect of all or some of the Eligible Energy that it has consumed;

- (d) rejecting a Support Claim by an arrangement party;
- (e) excluding an amount in respect of Energy Cost Support from payment under a Support Claim;
- (f) adjusting, in such manner and to such extent as ESNZ considers appropriate, the amount paid in respect of Energy Cost Support under a Support Claim;
- (g) requiring repayment to ESNZ of any amount already paid in respect of Energy Cost Support.

7.4 Before taking any step under Section 7.3 ESNZ will:

- (a) give notice to the arrangement party, and (as the case may be) the Energy Provider which provides Energy to, or any Customer which is provided with Energy by, the arrangement party, that ESNZ proposes to do so and the reasons for such proposal, specifying a date by which they may make representations in respect of the proposal;
- (b) consider any representations so made.

Part 2 – Right to apply for Energy Cost Support

8 Qualifying Energy Providers

- 8.1 A Qualifying Energy Provider may apply to ESNZ for Energy Cost Support for the benefit of the Retail Customers to which it provides Energy.
- 8.2 If a Qualifying Energy Provider applies to ESNZ for Energy Cost Support for the benefit of any of those Retail Customers, it must do so for the benefit of all of them.
- 8.3 Where:
- (a) ESNZ has been made aware of particular arrangements under which Energy, which has been provided by a person (P1) to another person (P2), is provided by P2 to one or more other persons (P3) who consume the Energy;
 - (b) ESNZ considers, having regard to the scale on which Energy is provided by P2 and consumed by P3, the number of persons P3, and such other factors as ESNZ may consider relevant, that it would be more appropriate for the purposes of the Scheme:
 - (i) to treat P2 as a Non-Standard Customer and P1 as a Qualifying Energy Provider; and
 - (ii) that P2 would accordingly be an intermediary, and P3 end users, for the purposes of the NSC Regulations; and
 - (c) the first, second and fourth conditions in Section 5 would be met, in respect of Energy provided by P1 to P2, if P1 and P2 were so treated,

then ESNZ may by notice to P1 and P2 require that, in any application for Energy Cost Support under the Scheme, P1 shall be treated as a Qualifying Energy Provider and P2 as a Non-Standard Customer.

9 Higher-Level Energy Providers

9.1 For the purposes of these Scheme Terms:

- (a) in relation to a Qualifying Energy Provider, a **Higher-Level Energy Provider** is a person (other than the Qualifying Energy Provider, and other than a Licensed Supplier) who provides to any person Energy (**HEP Energy**) which is provided as Eligible Energy by the Qualifying Energy Provider to a Retail Customer;
- (b) in relation to a Higher-Level Energy Provider, an **Intermediate Energy Provider** is:
 - (i) each Qualifying Energy Provider who provides HEP Energy to a Retail Customer;
 - (ii) each other person who provides to any person that HEP Energy, after it is provided by the Higher-Level Energy Provider and before it is provided to a Retail Customer.

9.2 Where the first, second and third conditions (set out in Sections 9.3 to 9.5) are met, a Higher-Level Energy Provider may apply to ESNZ for Energy Cost Support for the benefit of the Retail Customers to whom HEP Energy is provided.

9.3 The first condition is that the Higher-Level Energy Provider provides (as part of Registration Information) to ESNZ:

- (a) an explanation of the arrangements by which HEP Energy is provided to Retail Customers;
- (b) a statement of the arrangements by which the proportions will be determined of HEP Energy which is ETII Eligible Energy, QHS Eligible Energy and General Eligible Energy;
- (c) a statement of the arrangements (**Intermediate Payment Arrangements**) by which (consistent, where applicable, with arrangements under paragraph (b)):
 - (i) amounts paid to the Higher-Level Energy Provider in respect of Energy Cost Support will be paid to the Retail Customers entitled to receive those amounts; and
 - (ii) where applicable, amounts may be recovered from those Customers pursuant to Section 22.4.

9.4 The second condition is that every person which is an Intermediate Energy Provider provides to ESNZ a Confirmation and Undertaking by which it binds itself by the provisions of Section 9.6.

9.5 The third condition is that ESNZ consents to the application by the Higher-Level Energy Provider and approves the arrangements referred to in Section 9.3(b) and 9.3(c).

9.6 Under its Confirmation and Undertaking, an Intermediate Energy Provider:

- (a) consents to the application by the Higher-Level Energy Provider;

- (b) confirms the accuracy of the Registration Information provided by the Higher-Level Energy Provider to ESNZ, so far as it relates to the Intermediate Energy Provider;
- (c) undertakes not itself to apply for Energy Cost Support in respect of HEP Energy;
- (d) undertakes to comply (as an Intermediate Energy Provider, including where applicable as Qualifying Energy Provider) with the Scheme Terms.

10 Qualifying Customers

10.1 A Qualifying Customer may apply to ESNZ for Energy Cost Support for its own benefit.

10.2 For the purposes of the Scheme Terms, a Non-Standard Customer is a **Qualifying Customer** if:

- (a) it is a Wholesale Market Customer;
- (b) it is a Retail Customer and the following conditions are met:
 - (i) neither the Customer's Energy Provider nor a Higher-Level Energy Provider is Registered under the Scheme;
 - (ii) the Customer has made a written request to its Energy Provider requesting the Energy Provider to apply for Registration under Section 19; and
 - (iii) the Energy Provider has not, within a period of fifteen (15) Business Days after that written request, applied to ESNZ for Registration under Section 19, or after having so applied the Energy Provider has not, within such period as ESNZ decides in any case, been so Registered;
- (c) it is a Retail Customer and the exercise of any right or taking of any other step by ESNZ under the Scheme Terms in respect of the Customer's Energy Provider has the effect that the Customer is unable to obtain Energy Cost Support through its Energy Provider;
- (d) it is a Retail Customer, and the following conditions are met:
 - (i) the Customer and its Energy Provider have each requested, in writing, that ESNZ should accept an application by the Customer (instead of the Energy Provider) for Energy Cost Support; and
 - (ii) ESNZ considers that, in all the circumstances, it is appropriate that the Customer instead of the Energy Provider should become a Scheme Party.

10.3 Without limitation, Section 10.2(c) includes a case where:

- (a) the Energy Provider has made a relevant arrangement within Section 7.1;
- (b) the Customer is not a party to the relevant arrangement; and
- (c) ESNZ takes a step under Section 7.3, which has the effect described in Section 10.2(c).

- 10.4 In a case within Section 10.2(b) a Retail Customer ceases to be a Qualifying Customer if its Energy Provider becomes Registered under the Scheme.

Part 3 – Energy Cost Support

11 Wholesale Related Price

- 11.1 The Wholesale Related Price applicable to Eligible Energy consumed by a Wholesale Market Customer in any calendar month (M) is the volume-weighted average of the prices of the following transactions under which the Customer bought and sold Energy for delivery in month M:
- (a) transactions accounted for in determining the Customer's imbalances under the BSC or UNC;
 - (b) transactions for balancing services in respect of flows of Energy to the Customer at its Premises;
 - (c) transactions for settlement of the Customer's imbalances under the BSC or UNC.
- 11.2 The Wholesale Related Price applicable to Eligible Energy consumed by a Retail Customer in any calendar month (M), if that Retail Customer is not a Lower Consumption Customer in relation to that Eligible Energy, is the volume-weighted average Wholesale-exposed Energy Price for that period, determined by reference to the quantities, periods and prices on the basis of which, in relation to periods in month M, the Wholesale-exposed Energy Price:
- (a) is fixed (by the Customer or Energy Provider) under any mechanism in the Energy Pricing Arrangements; or
 - (b) in default of being so fixed, or in the absence of any such mechanism, is determined under the Energy Pricing Arrangements.
- 11.3 The Wholesale Related Price applicable to Eligible Energy consumed by a Retail Customer that is a Lower Consumption Customer in relation to that Eligible Energy is to be determined as follows.
- (a) The ESNZ will determine and publish Wholesale Index Values to be used as the Wholesale Related Prices applicable to Eligible Energy consumed by Customers that are Lower Consumption Customers in relation to that Eligible Energy.
 - (b) In determining and publishing Wholesale Index Values published under paragraph (a), ESNZ:
 - (i) may specify that different values are applicable to Eligible Energy consumed by Lower Consumption Customers:
 - (A) at different times,
 - (B) in different parts of the Scheme Period,
 - (C) in Great Britain or in Northern Ireland, and

- (ii) will specify that different values are applicable to Eligible Energy consumed by Customers that are Lower Consumption Customers in relation to that Eligible Energy, based on the Index Category to which they belong.
 - (c) As part of the Registration process under Section 19, Applicants will be required to state which Index Category they consider that each Non-Standard Customer for whose benefit they propose to make Support Claims (if the application for Registration is accepted) belongs to, and ESNZ may require the Applicant to provide evidence in support of this, as part of the Registration application or subsequently (noting that ESNZ may also require this evidence from other persons under the NSC Regulations).
 - (d) The Wholesale Related Price applicable to any quantity of Eligible Energy consumed by a Lower Consumption Customer will be the Wholesale Index Value specified under Section 11.3(b) as applicable to:
 - (i) the Eligible Energy consumed (for example, in terms of where, or the part of the Scheme Period in which, it was consumed), and
 - (ii) the Index Category to which the Lower Consumption Customer belongs (as determined by ESNZ under Section 19.6(a)).
- 11.4 Where any question arises as to how the provisions of Section 11.1 or 11.2 or 11.3 are to be applied to determine the Wholesale Related Price in any particular case, ESNZ may determine that question, and its determination shall be final and binding for the purposes of the Scheme.
- 11.5 ESNZ may publish a description of or examples of how the Wholesale Related Price is to be determined for Customers that are not Lower Consumption Customers, and what prices are to be counted in determining it, in different cases; and (in any such case) the Wholesale Related Price shall be determined in accordance with what is so published.

12 Rate of Energy Cost Support

The rate of Energy Cost Support (**Effective ECS Rate**) payable in respect of Eligible Energy consumed by a Customer in any period is calculated as follows:

- (a) For General Eligible Energy and QHS Eligible Energy

$$\max \{ \min (BER, MER, (EP - MEP)), 0 \}$$

- (b) For ETII Eligible Energy

$$0.3 (\max \{ \min (BER, MER, (EP - MEP)), 0 \}) + 0.7 (\max \{ \min (IBER, IMER, (EP - RMEP)), 0 \})$$

where

BER is the Base ECS Rate, calculated as

$$WRP - GSDP$$

MER is the Maximum ECS Rate applicable in respect of that Category of Eligible Energy

WRP is the Wholesale Related Price applicable to that Energy (taking account of any adjustment under Section 16.3).

GSDP is the Government Supported Discount Price applicable in respect of that Category of Energy

EP is the Energy Price

MEP is the Minimum Energy Price applicable in respect of that Category of Eligible Energy and where, in relation to ETII Eligible Energy

IBER is the increased Base ECS Rate, calculated as

$$\text{WRP} - (\text{GSDP} - \text{GSDPD})$$

where GSDPD is the GSDP Decrement

IMER is the Maximum ECS Rate plus the MER Increment

RMEP is the Minimum Energy Price less the GDSP Decrement.

13 Amount of Energy Cost Support

13.1 The amount of Energy Cost Support payable in respect of Eligible Energy consumed by a Non-Standard Customer in any period is calculated as:

$$\{\sum_c (\text{EEC}_c * \text{EER}_c)\} - \text{RTPA}$$

where

\sum_c is the sum over Categories of Eligible Energy

RTPA where the Eligible Energy in respect of which Energy Cost Support is being calculated is Output Electricity (as defined in Section 13.2), is the Relevant Pass-Through Amount, if any, in respect of that electricity,

and where for each Category of Eligible Energy

EEC_c is the amount of Eligible Energy consumed by the Non-Standard Customer in the period

EER_c is the Effective ECS Rate

but if for any period this formula produces a negative value, no payment is to be made in respect of Energy Cost Support for that period by ESNZ.

13.2 Section 13.3 applies if and to the extent to which the Eligible Energy in respect of which Energy Cost Support is being calculated under this Section is electricity that:

(a) is not taken as electricity from the Electricity Grid before reaching a Non-Domestic Customer's Premises, and

- (b) is produced in part (but so that the eighth condition in Section 5 is met) from Gas (**Output Electricity**) and is consumed by the Non-Standard Customer (**Relevant Customer**).

13.3 If:

- (a) the Gas used to produce the Output Electricity (**Input Gas**):
 - (i) is Eligible Energy in respect of which Energy Cost Support is paid in accordance with the Scheme Terms,
 - (ii) is energy, to the supply of which (whether to the Relevant Customer's Energy Provider or to another person, by or through whom it was supplied to that Energy Provider) the Main Scheme Regulations apply, or
 - (iii) is energy in connection with the use or supply of which (whether to or by the Relevant Customer or its Energy Provider or another person, by or through whom it was supplied to that Energy Provider) Other Energy Price Support is provided; and
- (b) an Energy Provider provides the Relevant Customer with:
 - (i) a pass-through amount (as defined in regulation 2 of the NSC Regulations) in respect of Energy Cost Support that has been paid under the Scheme Terms,
 - (ii) a pass-through amount (as defined in regulation 2 of the Main Scheme Pass-Through Regulations), or
 - (iii) an Other Pass-Through Amount,

as a result of the Input Gas having been consumed in producing the Output Electricity, then the pass-through amount referred to in paragraph (b)(i), (ii) or (iii), as applicable, is the **Relevant Pass-Through Amount** in respect of the Output Electricity.

13.4 This Section 13.4 applies if:

- (a) a Relevant Customer receives a Relevant Pass-Through Amount from an Energy Provider in respect of Output Electricity provided to the Relevant Customer, and
- (b) a Support Claim is made for the benefit of the Relevant Customer in respect of its consumption of that Output Electricity.

13.5 Where Section 13.4 applies, the Scheme Party that submits a Support Claim within Section 13.4(b) must include with it details of:

- (a) the Relevant Pass-Through Amount within Section 13.4(a), and
- (b) how the Relevant Pass-Through Amount has been taken into account in any calculations forming part of the Support Claim.

14 Duty to provide amounts to Non-Standard Customers

14.1 Where under the Scheme any amount in respect of Energy Cost Support in respect of a Non-Standard Customer is paid to or received by a Qualifying Energy Provider, the Qualifying

Energy Provider must pay that amount to the Customer in accordance with the further provisions of the Scheme Terms.

- 14.2 Where under the Scheme any amount in respect of Energy Cost Support in respect of a Non-Standard Customer is paid to or received by a Higher-Level Energy Provider or Intermediate Energy Provider, the Higher-Level Energy Provider or Intermediate Energy Provider must:
- (a) comply with the Intermediate Payment Arrangements; and
 - (b) do anything else in its power to ensure that the amount is paid to the Customer in accordance with the further provisions of the Scheme Terms.

Part 4 – Large Customers

15 Large Customers

- 15.1 A Non-Standard Customer is a **Large Customer** if it may reasonably be expected that:
- (a) the quantity of Energy conveyed to the Customer at the Customer's Premises in the twelve (12) month period starting on 1st October 2022 will exceed 0.5 gigawatt hours; or
 - (b) the maximum rate at which Energy is conveyed to the Customer at those premises at any time will exceed 0.5 megawatts.
- 15.2 A Qualifying Energy Provider must, as a condition of applying for Registration:
- (a) determine which of its Customers it considers to be Large Customers;
 - (b) give notice of that determination to each such Customer, drawing that Customer's attention to this Section 15;
 - (c) specify those Customers in its Registration Information.
- 15.3 A Qualifying Energy Provider must treat a Customer as a Large Customer if:
- (a) the Qualifying Energy Provider has given notice to the Customer under Section 15.2(b), unless ESNZ has (on the application of the Customer or the Qualifying Energy Provider) given notice to each of them that it accepts that the Customer is not a Large Customer;
 - (b) the Customer has informed the Qualifying Energy Provider that the Customer is a Large Customer; or
 - (c) ESNZ has instructed the Qualifying Energy Provider to treat the Customer as a Large Customer.
- 15.4 A Retail Customer which is a Large Customer is not eligible for Energy Cost Support under the Scheme unless:
- (a) the Retail Customer has provided a Large Customer Undertaking to ESNZ;
 - (b) ESNZ has confirmed to the Qualifying Energy Provider that it has accepted the undertaking.

15.5 A Qualifying Customer must, as a condition of Registration, declare whether it is a Large Customer.

16 Arrangements affecting Customer's exposure to wholesale price

16.1 This Section 16 applies for the purposes of determining the Wholesale Related Price when calculating the Effective ECS Rate under Section 12 in respect of a Non-Standard Customer, if:

- (a) it is a Large Customer; and
- (b) it has made relevant arrangements.

16.2 For the purposes of this Section 16:

- (a) the **base arrangements** are:
 - (i) the transactions referred to in Section 11.1, in the case of a Wholesale Market Customer;
 - (ii) arrangements forming part of the Energy Pricing Arrangements, in the case of a Retail Customer;
- (b) **relevant arrangements** are arrangements, other than the base arrangements, by virtue of which the Customer's overall financial exposure to a Wholesale Market Price in respect of the Customer's Energy in any period (the **effective financial exposure**) differs from its financial exposure in that period to a Wholesale Market Price pursuant to the base arrangements (the **base financial exposure**).

16.3 Where this Section applies, the Wholesale Related Price must be adjusted to reflect the amount by which the Customer's effective financial exposure is greater or less than its base financial exposure in that period.

17 Arrangements resulting in Ineligible Energy

17.1 This Section 17 applies for the purposes of determining the amount of Eligible Energy consumed by a Non-Standard Customer for the purposes of Section 13, if:

- (a) it is a Large Customer, and either
- (b) it has made arrangements under which:
 - (i) the Customer's Gas may be used for the purpose of generating electricity (whether or not in conjunction with the production of heat); or
 - (ii) the Customer's electricity may be stored by or for the Customer; and

in either case, some or all of the electricity generated or stored, may be delivered to the Electricity Grid (such electricity being "grid-delivered"), or

- (c) its Premises are in Northern Ireland and it has made arrangements under which:
 - (i) the Customer's Energy may be made available to an end-user at premises located outside Northern Ireland; or

- (ii) heating, hot water or electricity may be made available, using the Customer's Energy, to an end user at premises located outside Northern Ireland.

17.2 Where this Section applies, in determining the amount of Energy Cost Support in any period for the Customer, the following are not eligible for Energy Cost Support under the Scheme:

- (a) in relation to arrangements within Section 17.1(b), that part of:
 - (i) the quantity of the Customer's Gas in that period which was used to generate grid-delivered electricity;
 - (ii) the quantity of the Customer's electricity in any period which, having been stored, was grid-delivered (together with a corresponding proportion of the electricity used or lost in storage);
- (b) in relation to arrangements within Section 17.1(c), that part of the quantity of the Customer's Energy in that period:
 - (i) which was made available to end-users at premises located outside Northern Ireland; or
 - (ii) which was used to make available heating, hot water or electricity to end users at premises located outside Northern Ireland.

18 Application of Sections 16 and 17 in individual cases

18.1 A Large Customer must:

- (a) declare to ESNZ whether and (if so) the basis on which Section 16 or 17 applies;
- (b) where Section 16 applies, declare to ESNZ (at such times and for such periods as ESNZ specifies) what the Customer considers to be the adjustment under Section 16.3;
- (c) where Section 17 applies, declare to ESNZ (at such times and for such periods as ESNZ specifies) what the Customer considers to be the ineligible quantity under Section 17.2;
- (d) provide information to ESNZ in connection with Section 16 or 17 as requested by ESNZ.

18.2 ESNZ may:

- (a) publish thresholds of materiality below which Section 16 or Section 17 will be taken not to apply, or a description of or examples of circumstances in which each of those Sections applies, or how the adjustment referred to in Section 16.3 or the ineligible quantity referred to in Section 17.2 is to be determined;
- (b) as a condition of accepting a Large Customer Undertaking or Registration Application from a Qualifying Customer, or of accepting any Support Claim by or to the extent relating to a Large Customer, require the Customer to provide to ESNZ information specified by ESNZ in connection with Section 16 or 17;

- (c) determine and notify to the Customer and (where applicable) the Qualifying Energy Provider:
 - (i) the amount of the adjustment under Section 16.3 in respect of any period;
 - (ii) the ineligible quantity under Section 17.2 in respect of any period.
- (d) in relation to a Retail Customer, by notice to the Customer and the Qualifying Energy Provider, require that, or accept that, the Customer's declarations under Section 18.1 are to be made to, and the determinations and notices under paragraph (c) are to be made and given by, the Qualifying Energy Provider.

Part 5 – Registration

19 Application for Registration

- 19.1 Any person who may be eligible to receive Energy Cost Support (that is, a Qualifying Energy Provider, Higher-Level Energy Provider, Wholesale Market Customer or Retail Customer that is a Qualifying Customer), may apply for Energy Cost Support.
- 19.2 To apply for Energy Cost Support, a person (the **Applicant**) must first become a Scheme Party by:
- (a) being Registered within the Scheme; and
 - (b) becoming party to a Scheme Agreement.
- 19.3 To apply for Registration an Applicant must complete and submit to ESNZ:
- (a) a Registration Application in the form published by ESNZ, together with prescribed information published by ESNZ, in compliance with the requirements so published, as applicable according to whether:
 - (i) the Applicant is a Qualifying Energy Provider, Higher-Level Energy Provider, Wholesale Market Customer or Retail Customer;
 - (ii) any Non-Standard Customer for whose benefit it is expected that Support Claims may be made as a result of ESNZ accepting the Registration Application is:
 - (A) expected by the Applicant to consume ETII Eligible Energy or QHS Eligible Energy;
 - (B) in the opinion of the Applicant a Lower Consumption Customer in relation to Eligible Energy that is Gas or electricity (and, if so, which)

and in a case within paragraph (B), to which Index Category the Applicant considers that the Non-Standard Customer belongs in relation to any Eligible Energy that it consumes;
 - (b) a declaration in the form in Schedule 4 made on behalf of the Applicant by, and signed by:
 - (i) a named director of the Applicant; or

- (ii) if the Applicant is not a company, a named person approved by ESNZ for the purpose of making such a declaration.
- 19.4 An application by a Higher-Level Energy Provider must be accompanied by a Confirmation and Undertaking in the form in Schedule 5 completed and signed by each person who is an Intermediate Energy Provider.
- 19.5 An application by a Qualifying Energy Provider may be accompanied by a Large Customer Undertaking in the form in Schedule 6 completed and signed by each Retail Energy Customer who is a Large Customer (and absent such undertaking, in accordance with Section 15.4, Energy Cost Support may not be claimed for such a Customer).
- 19.6 Before deciding whether to accept an application for Registration:
 - (a) ESNZ must determine, in respect of each Non-Standard Customer that the Application identifies as potentially benefiting from Energy Cost Support if the application is accepted:
 - (i) whether it is a Lower Consumption Customer in relation to any Eligible Energy that it consumes, and
 - (ii) if so, to which Index Category it belongs,

based on the available evidence, and ESNZ's determination on this point is final and binding for the purposes of the Scheme;
 - (b) ESNZ will carry out due diligence checks in respect of the Applicant;
 - (c) ESNZ may require the Applicant:
 - (i) to submit further information;
 - (ii) to correct or (as necessary to reflect any decision of ESNZ pursuant to the Scheme Terms) modify any information already submitted.
- 19.7 By submitting an application for Registration (and whether or not ESNZ accepts the application), the Applicant confirms its acceptance of and agreement to the data protection provisions in Schedule 2.
- 19.8 ESNZ will not accept a Registration Application submitted later than the Application Deadline.
- 19.9 A Retail Customer seeking to determine whether it is a Qualifying Customer may ask ESNZ whether the condition in Section 10.2(b)(i) or 10.2(b)(iii) is met, by written enquiry specifying such details of the Customer and its Energy Provider, and (in a case within Section 10.2(b)(iii)) about its request to its Energy Provider, as are specified by notice published by ESNZ.

20 Acceptance of application

- 20.1 If ESNZ decides (in the discretion of ESNZ) to accept the application for Registration, ESNZ will invite the Applicant to enter into a Scheme Agreement in the form in Schedule 3.
- 20.2 The Applicant's Registration is complete when ESNZ receives the Scheme Agreement duly executed by the Applicant.

- 20.3 If (in the discretion of ESNZ) ESNZ proposes to accept a Registration Application for which the Registration Information is incomplete:
- (a) ESNZ's invitation under Section 20.1 will include a statement to that effect, and specify any conditions subject to which the proposal is made;
 - (b) if the Applicant executes the Scheme Agreement, it accepts the proposal, and the conditions specified by ESNZ are deemed to form part of the Scheme Agreement and must be complied with by the Applicant as Scheme Party.
- 20.4 If ESNZ decides not to accept a Registration Application, or to impose any condition on such acceptance:
- (a) the Applicant may request ESNZ to review the decision; and
 - (b) if such request is made, ESNZ will review the decision and notify to the Applicant the outcome of the review,

in accordance with the review procedure established and published by ESNZ for the purposes of this Section 20.4.

21 Maintenance of Registration

- 21.1 A Scheme Party may view the Registration Information comprised in its Registration, by such means as ESNZ shall publish.
- 21.2 Where there is any change in any of the Registration Information comprised in a Registration:
- (a) the Scheme Party must promptly give notice to ESNZ of such change;
 - (b) ESNZ will amend the Registration to reflect the change;
 - (c) ESNZ may, before amending the Registration, require the Scheme Party to clarify or provide further information in connection with the change;
 - (d) the Scheme Terms (including as to the eligibility of any Customer or quantity of Energy for Energy Cost Support, or the amount of Energy Cost Support) apply on the basis of the Registration as so amended;
 - (e) if (on the basis of such changed information) the Scheme Party would not have been entitled to apply for Energy Cost Support, either ESNZ or the Scheme Party may, by notice to the other, end the Scheme Agreement.
- 21.3 If there is any change in anything confirmed or stated, pursuant to a Confirmation and Undertaking, by an Intermediate Energy Provider, the Intermediate Energy Provider must give notice of such change to ESNZ.

Part 6 – Support Claims

22 Claiming Energy Cost Support

22.1 A Scheme Party may, by submitting a Support Claim to ESNZ, claim Energy Cost Support in respect of Eligible Energy consumed in a period specified in the claim for which the following conditions are met (a **Qualifying Claim Period**):

- (a) the period falls wholly within the Scheme Period;
- (b) the period ends not later than the date the Support Claim is submitted;
- (c) no day in the period falls within a Qualifying Claim Period for which the Scheme Party has already made a Support Claim.

22.2 A Scheme Party which is a Qualifying Energy Provider or Higher-Level Energy Provider must:

- (a) claim Energy Cost Support for all Eligible Energy in each Category that it has provided (directly or indirectly) to a Retail Customer during the Scheme Period;
- (b) use reasonable endeavours to claim such support:
 - (i) for Eligible Energy provided before the Scheme Launch Date, in the first Claim Window which starts not after the date of its Registration;
 - (ii) for Eligible Energy provided on and after the Scheme Launch Date, in the first Claim Window which starts not earlier than 20 days after the day on which Eligible Energy was provided,

and determine Qualifying Claim Periods accordingly.

22.3 Only one person may claim Energy Cost Support in respect of any particular Eligible Energy and ESNZ may take such measures as it decides in its discretion to ensure this requirement is met.

22.4 If at any time a Scheme Party has been paid by ESNZ any amount which is, or (as a result of the application of the Scheme Terms, including without limitation Sections 7.3, 16 or 17 or any provision of Schedule 1) comes to be, greater than the amount of Energy Cost Support to which the Scheme Party is entitled under the Scheme:

- (a) subject to paragraph (b), the Scheme Party must repay that amount to ESNZ on demand;
- (b) where the Scheme Party is a Qualifying Energy Provider or Higher Level Energy Provider, if and to the extent that such amount or part of it has been provided to a Customer in accordance with Section 27:
 - (i) the Scheme Party must take reasonable steps to recover that amount from the Customer or (in the case of a Higher Level Energy Provider) ensure it is recovered;
 - (ii) if the Scheme Party complies with paragraph (b)(i), and provided that the overpayment did not result from any Event of Default (as defined in Schedule 1) of the Scheme Party, the Scheme Party is not required under

paragraph (a) to repay an amount that has not been recovered from the Customer.

22.5 No inability or delay of a Higher-Level Energy Provider to recover any amount from an Intermediate Energy Provider excuses it from liability under Section 22.4(a).

23 Submission of Support Claims

23.1 To claim Energy Cost Support a Scheme Party must complete and submit to ESNZ:

- (a) a Support Claim in the form published by ESNZ, which must include the prescribed information published by ESNZ, in compliance with the requirements so published, and as applicable according to:
 - (i) whether the Applicant is a Qualifying Energy Provider, Higher-Level Energy Provider, Wholesale Market Customer or Retail Customer, and to the Category or Categories of the Eligible Energy for which support is claimed;
 - (ii) whether any Non-Standard Customer for whose benefit the Support Claims is made is a Lower Consumption Customer in relation to any of that energy, and if so, to which Index Category it belongs;
- (b) a declaration in the form in Schedule 7 made on behalf of the Applicant by, and signed by:
 - (i) a named director of the Applicant; or
 - (ii) if the Applicant is not a company, a named person approved by ESNZ for the purpose of making such a declaration.

23.2 ESNZ will publish the periods (each a **Claim Window**) within which Support Claims may be made, by specifying the first and last day of each such window, such that:

- (a) the period of each window is not less than 5 Business Days;
- (b) at least one window ends in each calendar month from the month after the month in which the Scheme Launch Date falls until the month in which the Claims Close Date falls (both months inclusive).

23.3 A Scheme Party may only submit a Support Claim within a Claim Window.

23.4 A Scheme Party may not submit a Support Claim after the Claims Close Date, subject to Section 23.5.

23.5 A Scheme Party may submit a revised Support Claim under Section 23.7, or notice of an error in a Support Claim under Section 25, after the Claims Close Date, but not after the Claims Final Close Date.

23.6 A Support Claim must be consistent (as to what is claimed to be Eligible Energy, and otherwise) with the Registration Information.

- 23.7 Where any information in a Support Claim is an estimate:
- (a) the estimate must be made by the Scheme Party in good faith, as its best estimate after taking reasonable care, and must be stated as being an estimate in the Support Claim;
 - (b) as soon as an actual determination is available of what was estimated, the Scheme Party must submit a revised Support Claim including:
 - (i) a statement to that effect;
 - (ii) an appropriate adjustment to reflect the difference between the estimated and determined value;
 - (iii) (in the case of a Qualifying Energy Provider or Higher-level Energy Provider) evidence that a corresponding adjustment has been made under the Energy Pricing Arrangements in respect of Energy provided to Customers.
- 23.8 Without limitation, estimated information (as referred to in Section 23.7(a) may be an estimate of the quantity of Energy provided or consumed in any period for which meter readings are not yet available, and an actual determination (as referred to in Section 23.7(b) may be a determination made upon such meter readings being available.

23.9 A Support Claim must comply with the requirements of Section 13.5.

24 Payment of Support Claims

- 24.1 Subject to Section 24.3, ESNZ will pay the amount of a Support Claim no later than the 20th Business Day after the last day of the Claim Window in which it was submitted.
- 24.2 Section 24.3 applies if, or if ESNZ has reasonable grounds to consider that:
- (a) a Support Claim is not made, or an amount claimed in a Support Claim is not calculated, in accordance with the Scheme Terms, or
 - (b) any information in a Support Claim is incomplete or inaccurate, or
 - (c) owing to the complexity of a Support Claim, it is not reasonably practicable for ESNZ to process it in time to make payment in accordance with Section 24.1; or
 - (d) the Scheme Party is not in compliance with the Scheme Terms, or
 - (e) where applicable, an Intermediate Energy Provider is not in compliance with the Confirmation and Undertaking or a Large Customer is not in compliance with the Large Customer Undertaking, or
 - (f) payment of the Support Claim as submitted will result in a Customer receiving Excessive Energy Cost Support,

or if, in respect of a Support Claim, either the Scheme Party making the Support Claim (in any case), or (in a case where the Scheme Party making the Support Claim is a Higher-Level Energy Provider) any Intermediate Energy Provider, has not given and submitted with the Support Claim a certificate in the form of Schedule 8

(each a **relevant defect or circumstance**).

- 24.3 In the circumstances in Section 24.2, ESNZ may, unless and until the relevant defect or circumstance is cured or corrected to the satisfaction of ESNZ or (in a case within Section 24.2(c)) ESNZ has been able to process the Support Claim:
- (a) decline to accept the Support Claim;
 - (b) determine that part only of the amount claimed in the Support Claim is payable, and pay that part; or
 - (c) withhold payment of all or part of the amount payable in respect of the Support Claim; or
 - (d) defer payment of the Support Claim.
- 24.4 Where ESNZ takes any step under Section 24.3, ESNZ will give notice to the Scheme Party stating the step it has taken and the reasons for taking it.

25 Errors and corrections of Support Claims

- 25.1 If there is any error in a Support Claim, or (except as provided in Section 23.7(b)) any information included in the Support Claim is or becomes inaccurate:
- (a) the Scheme Party must, as soon as it becomes aware of the error or inaccuracy (and whether before or after payment has been made in respect of the claim) give notice to ESNZ correcting the error or inaccuracy, and stating what it considers to be the adjustment amount under paragraph (c);
 - (b) if ESNZ becomes aware of such an error or inaccuracy, ESNZ may give notice of it to the Scheme Party;
 - (c) an adjustment amount is payable by or to the Scheme Party to ensure the correct amount has been paid in respect of Energy Cost Support after correcting the error or inaccuracy;
 - (d) where payment has been made in respect of the claim, the Scheme Party or ESNZ (as applicable) shall pay the adjustment amount to the other;
 - (e) unless ESNZ otherwise requires, the adjustment amount under paragraph (c) shall be shown as, and settlement of the amount payable under paragraph (d) made by, an adjustment in the amount of the Scheme Party's next Support Claim submitted after the adjustment amount is agreed or determined.
- 25.2 Without limitation, an error or inaccuracy as referred to in Section 25.1(a) may arise as a result of any adjustment or reconciliation or the resolution of any dispute under the arrangements for provision of Eligible Energy between a Qualifying Energy Provider and a Customer.

Part 7 – Payment arrangements

26 Payments by and to ESNZ

- 26.1 Where an amount is payable in respect of a Support Claim, ESNZ will:
- (a) pay that amount in pound sterling (GBP) into the bank account (being an account with a bank branch located in Great Britain or Northern Ireland) specified in the Scheme Party's Registration Information;
 - (b) send to the Scheme Party a statement in respect of the payment.
- 26.2 Where a Support Claim is made by a Qualified Energy Provider or Higher-Level Energy Provider:
- (a) ESNZ may decide to pay directly to a Retail Customer that part of the amount of the claim which is attributable to the Customer;
 - (b) where ESNZ so decides:
 - (i) ESNZ will give notice to the Scheme Party and the Retail Customer of its decision;
 - (ii) the Scheme Party, and (where applicable) any Intermediate Energy Provider, is to that extent released from the obligations under Sections 14 and 27.
- 26.3 If under a Scheme Agreement, a Scheme Party is liable to repay any amount paid in respect of a Support Claim:
- (a) ESNZ will send to the Scheme Party an invoice or statement setting out:
 - (i) the amount to be paid;
 - (ii) when and why it is to be paid;
 - (b) the Scheme Party must pay that amount in pound sterling (GBP) into the bank account specified by ESNZ, by the date specified in the invoice or statement.

27 Providing Energy Cost Support to Customers

- 27.1 This Section 27 applies for the purposes of ensuring that:
- (a) (in accordance with Section 14) Energy Cost Support is paid to the Retail Customers for whose benefit it is paid;
 - (b) Scheme Parties who are not Customers, and Intermediate Energy Providers, do not benefit from holding amounts paid to them in respect of Energy Cost Support.
- 27.2 Subject to the further provisions of this Section 27, a Scheme Party to which an amount in respect of Energy Cost Support is paid must pay that amount to the Customer as soon as reasonably practicable by bank transfer, cheque or other form of payment in cash.

- 27.3 With the agreement in writing of the Customer, a Scheme Party may pay an amount in respect of Energy Cost Support by any of the following methods:
- (a) application of a credit in the next bill provided by the Energy Provider to the Customer;
 - (b) adjusting the charges for Energy in the next bill provided to the Customer;
 - (c) adjusting the amount of money taken pursuant to a direct debit or the amount of a standing order;
 - (d) set off against an amount or part of an amount which was owed by the Customer to the Provider at the time the Energy Cost Support was paid to the Provider.
- 27.4 Where Registration Information specifies the arrangements by which Energy Cost Support is to be paid to Customers, the Scheme Party shall comply with those arrangements.
- 27.5 In accordance with Section 14, a Higher-Level Energy Provider and any Intermediate Energy Provider must comply with the Intermediate Payment Arrangements in respect of Energy Cost Support.
- 27.6 The Scheme Party must give (or, in the case of a Higher-Level Energy Provider, ensure that an Intermediate Energy Provider gives) notice to each Customer of the payment to the Customer of any amount in accordance with this Section 27, specifying the amount, date and manner of the payment.
- 27.7 If ESNZ so requires, when accepting the application for Registration by a Scheme Party other than a Qualifying Customer, or subsequently as a condition of accepting a Support Claim:
- (a) amounts payable in respect of Energy Cost Support to the Scheme Party will be paid into a separate bank account with a bank approved by ESNZ;
 - (b) the Scheme Party holds all amounts standing to the credit of the account on trust for ESNZ as sole beneficiary until each Customer has received the relevant amount under the foregoing provisions of this Section 27, whereupon the relevant amount (if not paid to the Customer) shall be transferred to a different bank account;
 - (c) the Scheme Party must give notice of the trust to the account bank, and obtain written acknowledgment from the bank of the notice;
 - (d) the Scheme Party must not:
 - (i) make any payment into or out of the account other than in respect of Energy Cost Support or by way of payment to a Customer or transfer under paragraph (b);
 - (ii) create any security over the account.
- 27.8 Where (in accordance with the NSC Regulations or otherwise) a Scheme Party makes a charge to a Customer in respect of the costs of implementing the Scheme, the Scheme Party may not apply any amount paid to it in respect of Energy Cost Support in or towards settlement of that charge.

- 27.9 If for any reason a Scheme Party has been unable to pay to the Customer (in accordance with Section 27.2, 27.3, 27.4 or 27.5, as applicable) any amount in respect of Energy Cost Support within 30 days after it was paid to the Scheme Party, the Scheme Party must repay that amount to ESNZ.
- 27.10 The Scheme Party must, within 30 days after each payment to it of Energy Cost Support, provide to ESNZ a report setting out:
- (a) confirmation, together with such evidence as ESNZ may require, that the Energy Cost Support has been paid to Customers in compliance with this Section 27; or
 - (b) if any amount of the Energy Cost Support has not been so paid, a statement to that effect and an explanation of why it has not been paid.
- 27.11 In this Section 27 references to Scheme Parties do not include Qualifying Customers.

Part 8 – Information, reporting, audit and data

28 Information provision to Customers

- 28.1 A Qualifying Energy Provider must, before or as soon as practicable after applying for Registration under the Scheme, give written notice to each of its Retail Customers:
- (a) stating that it has applied for Registration;
 - (b) setting out:
 - (i) that the Customer is a Non-Standard Customer;
 - (ii) the basis on which Energy provided to the Customer is Eligible Energy;
 - (iii) that the Qualifying Energy Provider is applying for Energy Cost Support for the benefit of the Customer;
 - (iv) the basis on which such Energy Cost Support will be calculated under the Scheme (which, in the case of Lower Consumption Customers, may be done by referring to materials published by ESNZ);
 - (v) the times at which the Qualifying Energy Provider expects to claim, obtain and pay to the Customer such Energy Cost Support.
- 28.2 Notice given to a Customer under Section 28.1 must also:
- (a) request the Customer to confirm (so far as it is able to) what is set out in the notice under Section 28.1(b)(ii) and 28.1(b)(iv);
 - (b) advise the Customer of its ability to give an Opt-out Notice, subject to the NSC Regulations;
 - (c) request the Customer to notify the Qualifying Energy Provider if the Customer has received or expects to receive any other Energy Cost Support or other financial assistance under the Act;

- (d) in the case of a Large Customer, draw the Customer's attention to Sections 16 and 17.

28.3 If a Customer does not provide the confirmation requested pursuant to Section 28.2(a), or notifies the Qualifying Energy Provider of any matter pursuant to the request under Section 28.2(c):

- (a) the Qualifying Energy Provider must so notify ESNZ, with details of what (if anything) was stated by the Customer;
- (b) the Qualifying Energy Provider may, but (unless so requested by ESNZ) is not required to, notify to ESNZ a change in its Registration Information to reflect the relevant matter.

28.4 A Qualifying Energy Provider must also notify its Customers of the payment of Energy Cost Support in accordance with Section 27.6.

29 Reporting

Scheme Parties must provide to ESNZ reports in respect of their compliance with the Scheme Terms, with such frequency, at such times, as to such matters, and in such form, as ESNZ may by notice prescribe.

30 Audit

30.1 ESNZ may, upon giving notice to a Scheme Party, audit the books, records, systems and processes of the Scheme Party for the purposes of:

- (a) ascertaining whether the Scheme Party is in compliance with the Scheme Terms;
- (b) ascertaining whether pursuant to the Scheme Terms any amount is payable by the Scheme Party to ESNZ;
- (c) otherwise ensuring the proper accounting for, tracing or control of public money under the Scheme.

30.2 ESNZ may appoint a suitably qualified person to carry out an audit under Section 30.1 on behalf of ESNZ.

31 Data

Schedule 2 has effect and is binding on ESNZ and Scheme Parties.

Part 9 – Other terms

32 Amendment of the Scheme Terms

32.1 ESNZ may amend the Scheme Terms (including replacing them, or ending the Scheme) by publishing:

- (a) the amendment or the amended terms;
- (b) the date on which the amendment is made; and

- (c) if different, the date from which the amended terms are in force, which may (subject to Section 32.2) be before or after the date in paragraph (b).

32.2 Subject to Section 32.3, an amendment of the Scheme Terms shall not materially adversely affect the interests of a Scheme Party or a Non-Standard Customer under the Scheme in respect of Eligible Energy consumed before the date on which the amendment is made.

32.3 Section 32.2 does not apply in respect of an amendment made for the purposes of preventing, limiting, or removing the benefits of, any arrangement or behaviour which ESNZ considers manipulates or otherwise abuses the Scheme.

33 Terms enforceable by Customers

33.1 The specified terms of a Scheme Agreement may be enforced by a Non-Standard Customer against the Qualifying Energy Provider or Higher-Level Energy Provider which is party to the Scheme Agreement.

33.2 The specified terms of a Confirmation and Undertaking may be enforced by a Non-Standard Customer against the Intermediate Energy Provider or a Higher-Level Energy Provider which gave that Confirmation and Undertaking.

33.3 The specified terms are the following provisions of the Scheme Terms as incorporated in the Scheme Agreement or (as the case may be) made binding by the Confirmation and Undertaking:

- (a) for the purposes of Section 33.1, Sections 14.1, 14.2, 22.2, 27.2, 27.4, 27.5, 27.6, 28.1 and 28.2;
- (b) for the purposes of Section 33.2, Sections 14.2 and 27.5.

33.4 Sections 33.1 and 33.2 are without prejudice to the right of a Non-Standard Customer to enforce any term of a Scheme Agreement or a Confirmation and Undertaking under section 1(1)(b) of the Contracts (Rights of Third Parties) Act 1999.

33.5 ESNZ may exercise any right to rescind a Scheme Agreement or amend the Scheme Terms, or agree with a Scheme Party to rescind or vary a Scheme Agreement, or agree with an Intermediate Energy Provider to vary a Confirmation and Undertaking, without the consent of any Customer.

Schedule 1 – Terms and Conditions

1 Definitions and Interpretation

1.1 In this Schedule:

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by either Party (the **Disclosing Party**) or their respective personnel to the other Party (the **Receiving Party**) (and/or the Receiving Party's personnel) whether before or after the date of the Scheme Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the Disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party;
- (b) any information developed by either ESNZ or the Scheme Party in connection with the Scheme;
- (c) ESNZ Personal Data; and
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 8 of this Schedule);
- (b) was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018); (ii) the Data Protection Act 2018 to the extent that it relates to the

processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy.

Duplicate Funding means energy price support (as defined in section 19(4) of the Act, and including pursuant to the Scheme) provided by ESNZ in respect of any Energy, which is in addition to the Energy Cost Support provided to the Scheme Party in respect of the same Energy.

EIR means the Environmental Information Regulations 2004.

ESNZ Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Scheme Agreement by ESNZ to the Scheme Party.

Event of Default means an event or circumstance set out in paragraph 12.1.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

HMRC means HM Revenue and Customs.

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time.

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly.

Northern Ireland Protocol means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement.

Party means ESNZ and the Scheme Party which is party to a Scheme Agreement.

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time.

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of ESNZ or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Scheme Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Scheme;

- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Scheme; or
- (c) defrauding or attempting to defraud or conspiring to defraud ESNZ or the Crown.

Remedial Action Plan means a plan of action submitted by the Scheme Party to ESNZ following an Event of Default pursuant to the Rectification Plan process set out in paragraph 12.

Representatives means any of ESNZ or the Scheme Party's duly authorised directors, employees, officers, agents, professional advisors and consultants.

State Aid Law means the law embodied in Articles 107-109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom.

Third Party means any person or organisation other than ESNZ of the Scheme Party.

Trade and Cooperation Agreement means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement).

VAT means value added tax chargeable in the UK.

1.2 In the Scheme Terms (including this Schedule and the other Schedules), unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words **including, other, in particular, for example** and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words **without limitation**;
- (f) references to **writing** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

- (g) references to **representations** will be construed as references to present facts, to **warranties** as references to present and future facts and to **undertakings** as references to obligations under the Scheme Agreement;
- (h) unless otherwise provided, references to Sections are to sections of the main body of the Scheme Terms, references to Schedules are references to the schedules to the Scheme Terms, and references in any Schedule to parts, paragraphs and tables are references to the parts, paragraphs and tables of the Schedule in which these references appear;
- (i) the headings in the Scheme Terms are for ease of reference only and will not affect the interpretation or construction of the Scheme Terms;
- (j) references to the Scheme Terms are to the Scheme Terms as from time to time amended in accordance with the Scheme Terms.

1.3 In this Schedule references to a Qualifying Energy Provider include a Higher-level Energy Provider, unless the context otherwise requires.

2 Representations and Warranties

2.1 The Scheme Party warrants and represents to ESNZ that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform its obligations under the Scheme Agreement;
- (b) the obligations expressed to be assumed by the Scheme Party in these Scheme Terms and the Scheme Agreement are legal, valid, binding and enforceable obligations;
- (c) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under the Scheme Agreement;
- (d) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Scheme Party or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Scheme Party's assets or revenue; and
- (e) in applying for and accepting Energy Cost Support, the Scheme Party is not in breach of any Law.

2.2 The Scheme Party represents and undertakes:

- (a) that any information it is required to give pursuant to the Scheme Terms is accurate;
- (b) that it has diligently made full and proper enquiry of the matter pertaining to the information given; and
- (c) that any data it provided pursuant to an application for Energy Cost Support may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

2.3 The representations, warranties and undertakings given in paragraphs 2.1 and 2.2 are deemed to be repeated on each occasion that the Scheme Party makes a Support Claim.

3 Energy Cost Support

3.1 ESNZ will pay Energy Cost Support to the Scheme Party, subject to the provisions of the Scheme Terms, in accordance with the payment arrangements set out in Part 7 of the Scheme Terms.

3.2 The Scheme Party agrees that:

- (a) it will not apply for, or obtain, Duplicate Funding;
- (b) ESNZ may refer the Scheme Party to the police should it dishonestly and intentionally obtain Duplicate Funding;

3.3 ESNZ will have no liability to the Scheme Party for any Losses caused by a delay in the payment of a Support Claim howsoever arising.

3.4 ESNZ reserves the right not to pay any Support Claims, which are not submitted within a Claim Window, or which are incomplete, incorrect or submitted without the full supporting documentation.

3.5 The Scheme Party shall promptly notify and repay immediately to ESNZ any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Scheme Party is paid in error before it has complied with its obligations under the Scheme Agreement. Any sum, which falls due under this paragraph 3.5, shall fall due immediately. If the Scheme Party fails to repay the due sum immediately or within any other timeframe specified by ESNZ the sum will be recoverable summarily as a civil debt. This paragraph is subject to Section 22.4(b)(ii).

4 Monitoring and Reporting

4.1 The Scheme Party shall:

- (a) provide ESNZ with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as ESNZ may require, from time to time;
- (b) allow any person authorised by ESNZ or appointed under Section 30.2 reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Scheme Party's fulfilment of its obligations under the Scheme Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Scheme Period; and
- (c) notify ESNZ as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Scheme Agreement, which includes those caused by any administrative, financial or managerial difficulties.

5 Auditing and Assurance

- 5.1 ESNZ may, at any time during and up to three years after the end of the Scheme Period, conduct additional audits or ascertain additional information where ESNZ considers it necessary.
- 5.2 The Scheme Party agrees to grant ESNZ or its Representatives access, as required, to all relevant records it holds for the purposes of enabling ESNZ to conduct audits or ascertain information under paragraph 5.1.
- 5.3 If ESNZ requires further information, explanations and documents, in order for ESNZ to establish that Energy Cost Support has been used properly in accordance with the Scheme Agreement, the Scheme Party will, within 5 Business Days of a request by ESNZ, provide ESNZ, free of charge, with the requested information.

6 Retention of documents

The Scheme Party shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Energy during the Scheme Period for a period of four years from the date on which the Scheme Period ends.

7 Financial Management and Prevention of Bribery, Corruption, Fraud and other Irregularity

- 7.1 The Scheme Party will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 7.2 The Scheme Party must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of Energy Cost Support. The Scheme Party shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 7.3 All cases of fraud or theft (whether proven or suspected) relating to Energy Cost Support or otherwise in connection with the Scheme must be notified to ESNZ as soon as they are identified. The Scheme Party shall explain to ESNZ what steps are being taken to investigate the irregularity and shall keep ESNZ informed about the progress of any such investigation. ESNZ may however request that the matter referred (which the Scheme Party is obliged to carry out) to external auditors or other Third Party as required.
- 7.4 ESNZ will have the right, at its absolute discretion, to insist that the Scheme Party address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of Energy Cost Support to the Scheme Party. Any grounds for suspecting financial irregularity includes what the Scheme Party, acting with due care, should have suspected as well as what it actually proven.
- 7.5 The Scheme Party agrees and accepts that it may become ineligible for Energy Cost Support and may be required to repay all or part of Energy Cost Support if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 7.6 For the purposes of paragraph 7.4, **financial irregularity** includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of Energy Cost Support for

any purpose other than those stipulated in the Scheme Agreement. The Scheme Party may be required to provide statements and evidence to ESNZ or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

- 7.7 The Scheme Party shall have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest with any of their obligations in relation to the Scheme Agreement.

8 Confidentiality

- 8.1 Except to the extent set out in this paragraph 8 or where disclosure is expressly permitted, the Scheme Party shall treat all Confidential Information belonging to ESNZ as confidential and shall not disclose any Confidential Information belonging to ESNZ to any other person without the prior written consent of ESNZ.

- 8.2 The Scheme Party gives its consent for ESNZ to publish the Scheme Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to ESNZ or the Scheme Party redacted), including from time to time agreed changes to the Scheme Agreement.

- 8.3 Nothing shall prevent ESNZ disclosing any Confidential Information obtained from the Scheme Party:

- (a) for the purpose of the examination and certification of ESNZ's accounts; or pursuant to an examination under section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which ESNZ has used its resources;
- (b) to any government department, consultant, contractor or other person engaged by ESNZ;
- (c) to any person who provides or is provided with Energy which is provided by or to the Scheme Party, or who provides services in respect of the provision of such Energy, where ESNZ considers it necessary or expedient to do so in connection with the proper and efficient implementation of the Scheme; or
- (d) where disclosure is required by Law, including under the Information Acts,

provided that in disclosing information under paragraph (b) or (c) ESNZ only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 8.4 Nothing in this paragraph 8 shall prevent either ESNZ or the Scheme Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Scheme Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other party to the Scheme Agreement's Confidential Information or an infringement of the other party to the Scheme Agreement's Intellectual Property Rights.

9 Transparency

ESNZ and the Scheme Party acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Scheme Agreement is not confidential.

10 Statutory Duties

- 10.1 The Scheme Party agrees to adhere to its obligations under the Law including but not limited to the Information Acts.
- 10.2 Where requested by ESNZ, the Scheme Party will provide reasonable assistance and cooperation to enable ESNZ to comply with its information disclosure obligations under the Information Acts.
- 10.3 On request from ESNZ, the Qualifying Energy Provider will provide ESNZ with all such relevant documents and information relating to the Qualifying Energy Provider's data protection policies and procedures as ESNZ may reasonably require.
- 10.4 The Scheme Party acknowledges that ESNZ, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Scheme Party and the Scheme Agreement without consulting the Scheme Party.
- 10.5 ESNZ will take reasonable steps to notify the Scheme Party of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Scheme Agreement, ESNZ will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

11 Assignment and Subcontracting

- 11.1 The Qualifying Energy Provider will not transfer, assign, novate or otherwise dispose of the whole or any part of the Scheme Agreement or any rights under it, to another organisation or individual, without ESNZ's prior approval.
- 11.2 ESNZ may subcontract the performance of any of its duties or obligations under these Scheme Terms or the Scheme Agreement to any person.

12 Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination

Events of Default

- 12.1 ESNZ may exercise its rights set out in paragraph 12.3 if any of the following events (**Events of Default**) occur:
- (a) the Scheme Party fails to comply with its obligations under the Scheme Agreement, in a respect which is material in the opinion of ESNZ;
 - (b) the Scheme Party is, in the opinion of ESNZ, performing its obligations under the Scheme Agreement in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
 - (c) the Scheme Party obtains Duplicate Funding or Excessive Energy Cost Support;
 - (d) the Scheme Party provides ESNZ with any materially misleading or inaccurate information and/or any of the Registration Information or information submitted in or

with a Support Claim or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which ESNZ considers to be significant;

- (e) the Scheme Party commits or has committed a Prohibited Act or fails to report a Prohibited Act to ESNZ, whether committed by the Scheme Party, its Representatives or a Third Party, as soon as it becomes aware of it;
- (f) ESNZ determines (acting reasonably) that the Scheme Party or any of its Representatives has:
 - (i) acted dishonestly at any time during the term of the Scheme Agreement and to the detriment of ESNZ;
 - (ii) taken any actions which unfairly brings or are likely to unfairly bring ESNZ's name or reputation and/or ESNZ into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigned or novated Energy Cost Support to any Third Party, other than a Non-Standard Customer or where applicable an Intermediate Energy Provider, where the Scheme Party is not itself a Non-Standard Customer, or an end user (within the meaning of the NSC Regulations) where the Scheme Party is an intermediary (within the meaning of those Regulations); or
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- (g) the Scheme Party ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (h) the Scheme Party becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (i) the European Commission or the Court of Justice of the European Union requires any Energy Cost Support paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol; or
- (j) a court, tribunal or independent body or authority of competent jurisdiction requires any Energy Cost Support paid to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement).

12.2 Where ESNZ determines that an Event of Default has or may have occurred, ESNZ shall notify the Scheme Party to that effect in writing, setting out any relevant details, of the failure to comply with the Scheme Agreement or pertaining the Event of Default, and details of any action that ESNZ intends to take or has taken.

Rights reserved for ESNZ in relation to an Event of Default

- 12.3 Where ESNZ determines that an Event of Default has or may have occurred, ESNZ may (in addition to any step it may be entitled to take under Section 5.11 of the Scheme Terms) take any one or more of the following actions:
- (a) suspend or terminate the payment of Energy Cost Support for such period as ESNZ shall determine;
 - (b) require the Scheme Party to repay to ESNZ the whole or any part of the amount of Energy Cost Support previously paid to the Scheme Party. Such sums shall be recovered as a civil debt;
 - (c) give the Scheme Party an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 12.4 to 12.9; and/or
 - (d) terminate the Scheme Agreement.

Opportunity for the Scheme Party to remedy an Event of Default

- 12.4 Where ESNZ exercises its right under paragraph 12.3(c), the Scheme Party must submit a draft Remedial Action Plan to ESNZ for approval, within 5 Business Days of the Scheme Party receiving notice from ESNZ.
- 12.5 The draft Remedial Action Plan shall set out:
- (a) full details of the Event of Default; and
 - (b) the steps which the Scheme Party proposes to take to rectify the Event of Default including timescales.
- 12.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, ESNZ will submit its comments on the draft Remedial Action Plan to the Scheme Party.
- 12.7 ESNZ shall have the right to accept or reject the draft Remedial Action Plan. If ESNZ rejects the draft Remedial Action Plan, ESNZ shall confirm, in writing, the reasons why it has rejected the draft Remedial Action Plan and will confirm whether the Scheme Party is required to submit an amended Remedial Action Plan to ESNZ.
- 12.8 If ESNZ directs the Scheme Party to submit an amended draft Remedial Action Plan, both ESNZ and the Scheme Party shall agree a timescale for the Scheme Party to amend the draft Remedial Action Plan to take into account ESNZ's comments.
- 12.9 If ESNZ does not approve the draft Remedial Action Plan ESNZ may, at its absolute discretion, terminate the Scheme Agreement.
- 12.10 ESNZ shall not by reason of the occurrence of an Event of Default which is, in the opinion of ESNZ, capable of remedy, exercise its rights under either paragraph 12.3(c) or 12.3(d) unless the Scheme Party has failed to rectify the default to the reasonable satisfaction of ESNZ.

13 Dispute Resolution

- 13.1 Where a provision of the Scheme Terms provides for ESNZ, in the implementation of the Scheme Terms (as incorporated into a Scheme Agreement) or the operation of the Scheme, to make a decision of a discretionary nature:
- (a) if under that provision the decision is to be made in the absolute discretion of ESNZ, a Scheme Party may not dispute under the Scheme Agreement a decision taken under that provision;
 - (b) except as provided in paragraph (a), a Scheme Party may dispute under the Scheme Agreement a decision under that provision only on the grounds that it was not reasonable, in all the circumstances, for ESNZ to have made that decision.
- 13.2 For the purposes of paragraph 13.1:
- (a) decision includes any decision or determination, however expressed in the relevant provision;
 - (b) reference to ESNZ making a decision includes that (under the relevant provision) ESNZ considers that something is the case, or that something is the case in ESNZ's opinion;
 - (c) for the avoidance of doubt, reference to ESNZ making a decision does not include the exercise or enforcement by ESNZ of any contractual right of an absolute nature, including a right in respect of payment of any amount under the Scheme Agreement, or arising on an Event of Default, or the enforcement of the Scheme Agreement.
- 13.3 Subject to paragraph 13.1, both ESNZ and the Scheme Party will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Scheme Agreement.
- 13.4 All disputes and complaints (except for those which relate to ESNZ's right to withhold funds or terminate the Scheme Agreement) shall be referred in the first instance to both ESNZ and the Scheme Party's Representatives.
- 13.5 If the dispute cannot be resolved between both ESNZ and the Scheme Party's Representatives within a maximum of 45 days, then the matter will be escalated to formal meeting between a senior representative of ESNZ designated by ESNZ for the purposes of this paragraph and the Scheme Party's chief executive (or equivalent).
- 13.6 ESNZ may establish and publish procedures which set out (without prejudice to paragraph 13.1), in respect of a dispute (or a dispute of a particular kind) under a Scheme Agreement:
- (a) steps to be taken before the dispute is referred to Representatives under paragraph 13.4;
 - (b) procedures to be followed in applying paragraphs 13.4 and 13.5,

and where ESNZ has established and published such procedures, a Scheme Party must follow such procedures in connection with any such dispute.

14 Limitation of Liability

- 14.1 ESNZ accepts no liability for any consequences, whether direct or indirect, that may come about from the use of Energy Cost Support or from withdrawal, withholding or suspension of Energy Cost Support. The Scheme Party shall indemnify and hold harmless ESNZ and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by the non-fulfilment of obligations of the Scheme Party under the Scheme Agreement or its obligations to Third Parties.
- 14.2 Subject to paragraph 14.1, ESNZ's liability under the Scheme Agreement is limited to the amount of Energy Cost Support outstanding.

15 VAT

- 15.1 If VAT is held to be chargeable in respect of Energy Cost Support, all payments shall be deemed to be inclusive of all VAT and ESNZ shall not be obliged to pay any additional amount by way of VAT.
- 15.2 All sums or other consideration payable to or provided by the Scheme Party to ESNZ at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Scheme Party shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

16 Notices

- 16.1 Subject to paragraph 16.3, all notices and other communications in relation to the Scheme Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party as provided in paragraph 16.2 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact as provided in paragraph 16.2. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Business Day or after 5.00 pm on any Business Day they shall be deemed received on the next Business Day) and if mailed all such communications shall be deemed to have been given and received on the second Business Day following such mailing.
- 16.2 The address and contact:
- (a) of the Scheme Party are as specified in its Registration Information;
 - (b) of ESNZ are as published for the purposes of the Scheme or otherwise notified to the Scheme Party.
- 16.3 Where ESNZ has prescribed and published details of a portal or other means by which Registration Applications, Support Claims, and other related communications are to be sent, those communications are to be sent in the manner so prescribed.

17 Governing Law

The Scheme Agreement will be governed by and construed in accordance with the laws of England and both ESNZ and the Scheme Party irrevocably submit to the exclusive jurisdiction of the English courts.

Schedule 2– Data protection

Terms not specifically defined in this Schedule 2 shall have the meaning otherwise given to them in the Scheme Terms (including Schedules).

“DPA”	means the Data Protection Act 2018
FoIA	means the Freedom of Information Act 2000
UK GDPR	means UK General Data Protection Regulation as defined in section 3(10) of the DPA
“Controller”	have the meanings set out in Article 4 of the UK GDPR
“Personal Data Breach”	
“Processor”	
“Data Subject”	
“Processing”	
“Personal Data”	
“Special Category data”	
“Joint Controllers”	

This Schedule sets out the data sharing arrangements between the Applicant (and once applicable, the Scheme Party) and ESNZ, in respect of the Scheme. For the purpose of this Schedule references to Scheme Party shall be deemed to include a reference to Applicants. Where the Scheme Party is a Qualifying Customer, Section A below shall apply. In respect of all other Scheme Parties, Section B shall apply.

Section A: Applicants/Scheme Parties who are Qualifying Customers

Where the application is being made by a Qualifying Customer some of the information which is provided to ESNZ (as part of or in connection with the Registration Application and thereafter as a Scheme Party) may be Personal Data relating to the Scheme Party. Where this is the case the ESNZ privacy notice, located at <https://www.gov.uk/government/publications/energy-bill-relief-scheme-privacy-notice/use-of-energy-data-collected-via-the-energy-bill-relief-scheme-in-great-britain-and-northern-ireland-privacy-notice> will apply to the processing of such Personal Data by ESNZ.

Section B: Applicants/Scheme Parties other than Qualifying Customers

Where the application is being made other than by a Qualifying Customer and Personal Data is being provided to ESNZ (as part of or in connection with the Registration Application and thereafter as a Scheme Party) the following provisions shall apply to the sharing of such Personal Data with ESNZ. The following shall also apply, where relevant, to the Processing by the Scheme Party of any ESNZ Personal Data.

1. The Scheme Party and ESNZ agree that they both act as independent controllers for the purposes of the UK GDPR and that: (a) they shall each observe all their respective obligations set out in the Data Protection Legislation and the DPA in respect of the Processing of the Personal Data being shared by each of them as outlined in this Schedule; (b) they shall each be individually and separately responsible for their own compliance; and (c) they do not and will not Process any Personal Data as Joint Controllers. Furthermore, each of the Scheme Party and ESNZ shall ensure that they can demonstrate compliance with each of the applicable data protection principles under the UK GDPR. On request from ESNZ, the Scheme Party will provide ESNZ with all such relevant documents and information relating to its data protection policies and procedures as ESNZ may reasonably require.
2. The legal basis for ESNZ for Processing the relevant Personal Data is the performance of a task carried out in the public interest under Article 6(1)(e) of UK GDPR, and in the exercise of official authority vested in ESNZ. In particular, this Processing is necessary for the operation, monitoring, assurance, evaluation, fraud prevention and scheme review in connection with the Scheme.
3. The relevant types of data, categories of Data Subjects, duration of processing, nature and purpose are set out in Appendix A. The Scheme Party agrees to ensure it is able to share the relevant Personal Data with ESNZ in accordance with the Data Protection Legislation and ensure that there is an appropriate legal basis under the UK GDPR that applies to the sharing for the purposes of the Processing outlined in Appendix A.
4. Both the Scheme Party and ESNZ shall:
 - a) ensure that the provision of Personal Data to the other party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - b) ensure that it only shares Personal Data with the other party to the extent required in connection with the Scheme.
5. Each of the Scheme Party and ESNZ undertakes to have in place throughout the duration of Processing set out in this Schedule appropriate technical and organisational security measures to prevent: (a) unauthorised or unlawful processing of the Personal Data; and (b) the accidental loss or destruction of, or damage to, the Personal Data. Each of the Scheme Party and ESNZ shall ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the Personal Data to be protected.
6. The Scheme Party acknowledges and agrees that the Personal Data shared with ESNZ will be Processed in the UK and stored on ESNZ's IT infrastructure, where such Personal Data may be shared with third-party Processors (including, without limitation, Microsoft and Amazon Web Services) and may be further Processed securely only in the UK and/or European Economic Area. The Scheme Party further acknowledges and agrees that the Personal Data may be shared with ESNZ operational partners (for example Cabinet Office, Ofgem, Northern Ireland Authority for Utility Regulation, the Northern Ireland Regulator) and auditors PWC (Price Waterhouse Cooper) under a data sharing agreement and corresponding privacy controls for the purposes of: (1) processing and assuring the validity of claims; (2) pre-payment checks and post payment reconciliation; and (3) forensic auditing and enforcement.

7. Neither the Scheme Party or ESNZ shall transfer Personal Data shared by the other to any country or recipient not recognised as providing an adequate level of protection for Personal Data, unless such transfer is conducted fully in compliance with the UK GDPR.
8. It is the Scheme Party's responsibility to make Data Subjects whose Personal Data may be included in the data being provided by the Scheme Party aware that ESNZ will be given access to their Personal Data for the purposes outlined in Appendix A. It is also the Scheme Party's responsibility to inform the relevant Data Subjects whose Personal Data is being shared of ESNZ's onward sharing of such Personal Data with Ofgem, other regulatory bodies, third-party auditors and/or third-party Processors to assist ESNZ with the performance of its obligations under the Scheme. The Scheme Party will obtain any and all permissions, to the extent necessary, from the relevant Data Subjects to facilitate ESNZ's onward sharing.
9. ESNZ and the Scheme Party shall not retain or process Personal Data for longer than is necessary as required in connection with the Scheme, including to conduct the purposes set out in Appendix A, or as otherwise required or permitted by applicable law.
10. Where either ESNZ or the Scheme Party (the **Data Receiving Party**) receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared:
 - 10.1 the other party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
 - 10.2 where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Data Receiving Party will: (a) promptly, and in any event within five (5) Business Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and (b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
11. Each of ESNZ and the Scheme Party shall promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to the Scheme and shall:
 - 11.1 do all such things as reasonably necessary to assist the other party in mitigating the effects of the Data Breach;
 - 11.2 implement measures necessary to restore the security of any compromised Personal Data;
 - 11.3 work with the other party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein).

Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	Operation, monitoring, evaluation, fraud prevention and verification activities in connection with the Scheme.
Duration of the processing	For as long as necessary in connection with the subject matter of Processing outlined above, until termination of the relevant Scheme Agreement or earlier notification by ESNZ.
Nature and purposes of the processing	The Scheme Party will be sharing Personal Data with ESNZ in order for ESNZ to (i) operate the Scheme; (ii) conduct pre-check payment and post-payment reconciliation, (iii) conduct financial checks on the Scheme payments and assess claims, (iv) monitor the progress and delivery of the Scheme, (v) auditing and reporting purposes; and (vi) monitor and evaluate the Scheme to understand its societal impact.
Type of Personal Data that will be processed	<p>Any and all of the following to the extent that it relates to an identified or identifiable non-domestic customer (small or micro businesses) that is a natural person, for example, those who are operating businesses as self-employed or as a partnership and not operating as a limited company.</p> <p>The following will be personal data:</p> <ul style="list-style-type: none"> • Meter Point Administration Number (MPAN or MPRN in NI) – electricity meter number, or equivalent identifier of a point of metering or supply • Meter Point Reference Number (MPRN or MPAN in NI) – gas meter number, or equivalent identifier of a point of metering or supply • business name • meter addresses • billing addresses • Unique Property Reference Number (UPRN) or equivalent • aggregated meter consumption data • data about each meter (for example profile class, energisation status, or equivalent) • data about how the meter point is billed (for example contract start date, contract end date, billing cycle, tariff type and payment in arrears status)

	<ul style="list-style-type: none">• energy bill amount• subsidy provided on bills or Energy Cost Support otherwise provided• data about the business (for example sector, turnover and organisation size)
Categories of Data Subjects	<ul style="list-style-type: none">• Non-domestic customers, to the extent they are small or micro businesses, e.g. sole traders or partnerships.

Schedule 3 – Scheme Agreement

Scheme Agreement

in relation to the Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland

Dated

Secretary of State for Energy Security and Net Zero
(ESNZ)

[Full name of Scheme Party]
(the Scheme Party)

Scheme Agreement

Dated

Between

- (1) **Secretary of State for Energy Security and Net Zero**, whose principal address is at 1 Victoria Street, London, SW1H 0ET (**ESNZ**); and
- (2) **[Insert the full name of the Scheme Party]**, registered in ** under number ** whose registered office is at **] (the **Scheme Party**).

Background

- A ESNZ has established the Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland (the **Scheme**) to provide financial assistance through a grant to provide support for meeting costs related to the use of energy by certain categories of energy users occupying non-domestic premises.
- B The Scheme Party has submitted a Registration Application and provided Registration Information to ESNZ in respect of the Scheme in accordance with the Scheme Terms, and wishes to enter into this Scheme Agreement.
- C ESNZ accepts the Scheme Party's Registration Application and is willing to enter into this Scheme Agreement.

It is agreed as follows:

1 Definitions and Interpretation

1.1 In this Agreement:

- (a) **Scheme Terms** means the document dated 24 April 2023 published by ESNZ as the Scheme Terms of the Scheme, as amended and re-published from time to time;
- (b) words and phrases defined in the Scheme Terms have the meanings given in the Scheme Terms.

2 Participation in the Scheme

The Scheme Party and ESNZ agree:

- (a) that the Scheme Party shall be Registered in the Scheme, on the basis of the Scheme Party's Registration Information;
- (b) that with effect from the date of this Agreement the Scheme Party is a Scheme Party for the purposes of the Scheme, and may claim Energy Cost Support in accordance with and subject to the Scheme Terms;
- (c) to give effect to the Scheme in respect of the Scheme Party on the basis of the Scheme Party's Registration Information; and

- (d) otherwise, to be bound by the Scheme Terms, which are expressly incorporated into this Agreement.

2A Termination of previous Scheme Agreement

[Delete if the Scheme Party is not a party to a previous EBRIS Scheme Agreement.]

2A.1 The Scheme Agreement previously entered into by the Scheme Party and the Secretary of State and dated ** 2023 (the Previous Agreement) is terminated.

2A.2 Accordingly, with effect from the date of this Scheme Agreement:

- (a) the provisions of the Previous Agreement (including the Scheme Terms, in so far as they were incorporated into it) are of no further effect;
- (b) any right, liability or obligation that may have accrued under the Previous Agreement to or in respect of the Scheme Party or the Secretary of State, and that has not been discharged or satisfied prior to the date of this Scheme Agreement, is terminated;
- (c) neither the Scheme Party nor the Secretary of State shall bring any claim based on, or otherwise attempt to enforce, any such right, liability or obligation.

2A.3 The Scheme Party and the Secretary of State agree:

- (a) that their entering into this Scheme Agreement is consideration for the termination of the Previous Agreement pursuant to this clause 2A;
- (b) that information provided by the Scheme Party to the Secretary of State before entering into the Previous Agreement or under the Previous Agreement may be used by the Secretary of State for the purposes of this Scheme Agreement.

3 Waiver

- 3.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 3.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

4 Severability

- 4.1 If any provision or part-provision of this Scheme Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Scheme Agreement.
- 4.2 If any provision or part-provision of this Scheme Agreement is deemed deleted under Clause 4.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

5 No Partnership or Agency

- 5.1 Nothing in this Scheme Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of

another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

5.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

6 Counterparts

This Scheme Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Scheme Agreement.

7 Third Party Rights

7.1 Subject to paragraph 7.2, this Scheme Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Scheme Agreement.

7.2 Paragraph 7.1 does not apply in respect of a Non-Standard Customer and does not exclude any right of a Non-Standard Customer to enforce any such term.

8 Entire Agreement

Each party acknowledges that in entering into this Scheme Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Scheme Terms or this Scheme Agreement.

9 Governing Law

This Agreement is to be governed by and construed in accordance with the laws of England and both ESNZ and the Scheme Party irrevocably submit to the exclusive jurisdiction of the English courts.

Signed by:)
[insert authorised signatory's name])
for and on behalf of the) Title
Secretary of State for Energy Security)
and Net Zero)
) Date

Signed by:)
[insert authorised signatory's name])
for and on behalf of the) Title
[insert name of Scheme Party])
)
) Date

Schedule 4 – Declaration (Registration Application)

Form of declaration to be submitted with Registration Application

[**] (the **Scheme Party**) [*Note: insert Scheme Party's registered company name and number*]

EBDS NSC REGISTRATION DECLARATION

The Scheme Party, as a [Qualifying Energy Provider] [Higher-level Energy Provider] [Qualifying Customer] [*note: delete as appropriate*] submits this Declaration with its Registration Application submitted on [**] (the **Application**). [*Note: insert the date of the application*]

To: The Secretary of State for Energy Security and Net Zero

Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland (Scheme)

I, [**], being a director of [**] (the **Applicant**), refer to the Scheme Terms dated 24 April 2023 for the Scheme, as amended from time to time (the **Scheme Terms**) and make this Declaration on the Applicant's behalf. [*Note: if the Applicant is not a company, insert in place of "director" the position that the person approved by ESNZ to make the Declaration holds in relation to the Applicant.*]

Terms defined in the Scheme Terms have the same meanings when used in this Declaration.

I hereby declare that, to the best of my knowledge:

- (a) the Applicant is eligible to apply for Energy Cost Support under the Scheme;
- (b) the Energy in respect of which (if the Application is accepted) Support Claims will be made by the Applicant will be Eligible Energy in relation to [the Applicant's Non-Standard Customers] [the Applicant] [*note: delete as appropriate*];
- (c) no other person is Registered or has applied for Registration under the Scheme in respect of that Energy;
- (d) the information submitted with the Application:
 - (i) has been prepared and is submitted in accordance with the Scheme Terms, as applicable to the Applicant;
 - (ii) is accurate and complete;
- (e) there is no Event of Default (construed as if the Applicant were a Scheme Party) in respect of the Applicant at the date of the Application.

This Declaration is governed by and construed in accordance with English law.

.....

Name: [**]

Position: Director [*Note: if the Applicant is not a company, insert in place of "director" the position that the person approved by ESNZ to make the Declaration holds in relation to the Applicant.*]

Dated: [**]

.....

Witness's name: [**]

Occupation: [**]

Address: [**]

Dated: [**]

Schedule 5 – Confirmation and Undertaking (Intermediate Energy Provider)

Confirmation and Undertaking (Intermediate Energy Provider)

From: [the relevant Intermediate Energy Provider]

To: The Secretary of State for Energy Security and Net Zero

Dated [●]

Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland (the **Scheme**)

[Name of the relevant Intermediate Energy Provider] (the **IEP**)

[Name of the relevant Higher-level Energy Provider] (the **HEP**)

1 We refer to:

- (a) the Scheme Terms;
- (b) the Registration Application dated [/] and submitted by the HEP under the Scheme; and
- (c) the Registration Information (so far as it relates to the IEP) and the Intermediate Payment Arrangements submitted by the HEP with that Registration Application

(all of which we confirm we have reviewed).

2 In consideration of ESNZ accepting the HEP's Registration Application, and in respect of that application and the subsequent operation of the Scheme in respect of the HEP, the IEP consents, confirms and undertakes to ESNZ as provided in Section 9.6 of the Scheme Terms.

3 The IEP also undertakes to be bound by the Scheme Terms as they apply to an Intermediate Energy Provider.

4 This letter shall be effective and binding as a contract when it is signed on behalf of ESNZ.

5 In this letter:

- (a) **Scheme Terms** means the document dated 24 April 2023 published by ESNZ as the Scheme Terms of the Scheme, as amended and re-published from time to time;
- (b) terms defined in the Scheme Terms have the meanings given to them in the Scheme Terms.

6 This letter and the obligations arising out of or in connection with it are governed by English law.

Yours sincerely

[name of director] [Note: if the IEP is not a company, insert in place of "director" the position that the person approved by ESNZ to make the Declaration holds in relation to the IEP.]

[Title]

For and on behalf of [the relevant Intermediate Energy Provider]

Countersigned

[/]

For and on behalf of the Secretary of State

Schedule 6 – Large Customer Undertaking

Large Customer Undertaking

From: [the relevant Large Customer]

To: The Secretary of State for Energy Security and Net Zero

Dated [●]

Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland (the Scheme)

[Name of the Qualifying Energy Provider] (the QEP)

[Name of the relevant Large Customer] (the Customer)

1 We refer to:

- (a) the Scheme Terms (which we confirm we have reviewed);
- (b) the QEP's application to ESNZ for Registration under the Scheme.

2 We confirm that the Customer:

- (a) is a Non-Standard Customer provided with Energy by the QEP;
- (b) is a Large Customer.

3 In consideration of ESNZ accepting the QEP's Registration Application, and in respect of that application and the subsequent operation of the Scheme in respect of the QEP, the Customer:

- (a) undertakes to ESNZ to comply with Section 16.1 of the Scheme Terms.
- (b) undertakes to be bound by the Scheme Terms as they apply in respect of a Large Customer;
- (c) undertakes that it will repay on demand to the QEP (or if so directed by ESNZ, directly to ESNZ) any overpaid amount which has been received by the Company as provided in Section 20.4 of the Scheme Terms.

4 This letter shall be effective and binding as a contract when it is signed on behalf of ESNZ.

5 In this letter:

- (a) **Scheme Terms** means the document dated 24 April 2023 published by ESNZ as the Scheme Terms of the Scheme, as amended and re-published from time to time;

(b) terms defined in the Scheme Terms have the meanings given to them in the Scheme Terms.

6 This letter and the obligations arising out of or in connection with it are governed by English law.

Yours sincerely

[name of director] [Note: if the Customer is not a company, insert in place of "director" the position that the person approved by ESNZ to make the Declaration holds in relation to the Customer.]

[Title]

For and on behalf of *[the relevant Large Customer]*

Schedule 7– Declaration (Support Claim)

Form of declaration to be submitted with a discount recovery claim

[**] (the **Scheme Party**) [*Note: insert Scheme Party's registered company name and number*]

EBDS NSC CLAIM DECLARATION

The Scheme Party, as a [Qualifying Energy Provider] [Higher-level Energy Provider] [Qualifying Customer] [*note: delete as appropriate*] submits this Declaration with its Support Claim submitted in the Claim Window that starts on [**] and ends on [] (the **Claim**). [*Note: insert the claim window*]

To: [The Secretary of State for Energy Security and Net Zero] (**the Secretary of State**)

Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland (Scheme)

I, [**], being a director of [**] (the **Scheme Party**), refer to the Scheme Terms dated 24 April 2023 for the Scheme, as amended from time to time (the **Scheme Terms**) and make this Declaration on the Scheme Party's behalf. [*Note: if the Scheme Party is not a company, insert in place of "director" the position that the person approved by ESNZ to make the Declaration holds in relation to the Scheme Party.*]

Terms defined in the Scheme Terms have the same meanings when used in this Declaration.

I hereby declare that, to the best of my knowledge:

- (a) the Claim reflects Energy Cost Support to which the Scheme Party, [as a Qualifying Customer,] [for the benefit of the Non-Standard Customers of the Scheme Party,] [*note: delete as appropriate*] is entitled in respect of respect of Eligible Energy consumed during the Scheme Period;
- (b) the Energy Cost Support has been calculated in accordance with the Scheme Terms;
- (c) the Scheme Party has, in particular, in calculating the Energy Cost Support taken due account of any adjustments or ineligible quantities of which it has been notified under Part 4 of the Scheme Terms;
- (d) the Claim does not include:
 - (i) any amount which the Scheme Party is not entitled to receive by way of Energy Cost Support (including any Relevant Pass-Through Amount), or
 - (ii) any amount in respect of Eligible Energy for which the Scheme Party has already submitted a Support Claim;
- (e) the Scheme Party has calculated the amount of the Claim based on information that is:
 - (i) accurate and complete, or

- (ii) (to the extent that it includes estimates), fairly estimated in accordance with applicable industry rules or good industry practice.

This Declaration is governed by and construed in accordance with English law.

.....

Name: [**]

Position: Director

Dated: [**]

.....

Witness's name: [**]

Occupation: [**]

Address: [**]

Dated: [**]

Schedule 8 – Solvency statement

Energy Bills Discount Scheme – Non-Standard Cases: form of statement to be given in respect of and submitted with each Support Claim made under a Scheme Agreement by:

- the Scheme Party; and
- (if the Scheme Party is a Higher-Level Energy Provider), each Intermediate Energy Provider,

before ESNZ transfers funds under the Scheme Agreement in respect of the claim.

From: *[insert name of relevant Scheme Party / Intermediate Energy Provider]*

To: The Secretary of State for Energy Security and Net Zero

Dated *[insert date – should be the date of the Support Claim or as close to it as practicable]*

[insert name of relevant Scheme Party / Intermediate Energy Provider] ("the Certifying Party")

I acknowledge that:

- the provision of this certificate is a requirement of the Energy Bills Discount Scheme for Non-Standard Customers in Great Britain and Northern Ireland Scheme Terms published by ESNZ on 24 April 2023 (as amended from time to time in accordance with their terms) (the "Scheme Terms"); and
- the Secretary of State for Energy Security and Net Zero and his officials will rely on this certificate in providing payments under the Scheme Terms.

I am the *[[the finance director / a director]* of the Company] / *[the named person approved by ESNZ for the purpose of giving a certificate on behalf of the Certifying Party in connection with the payment of Support Claims]* ***[Delete as applicable]***.

I declare that:

- none of the insolvency events set out in paragraph 12.1(h) of Schedule 1 to the Scheme Terms has occurred in respect of the Certifying Party; and
- having made reasonable enquiries I am not aware of any circumstances that could reasonably be expected to give rise to such an insolvency event in respect of the Certifying Party during the calendar month in which this certificate is given or in the immediately following calendar month.

Terms defined in the Scheme Terms have the same meaning when used in this certificate. This certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

[name of [finance director / other director / approved named person]] ***[Delete as applicable]***

[Finance Director / other Director / approved named person] ***[Delete as applicable]***

For and on behalf of *[name of the Certifying Party]*