

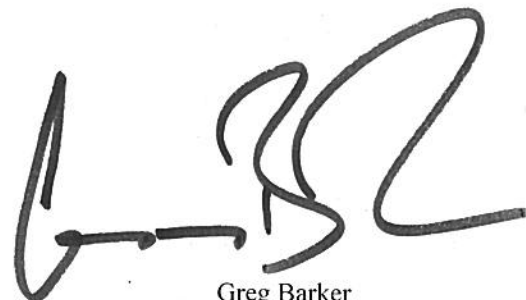
ENERGY

GREEN DEAL

MODIFICATIONS TO THE MASTER REGISTRATION AGREEMENT (No. 1 of 2013)

In exercise of the powers conferred by sections 17(1)(e) of the Energy Act 2011 (the "Act"), the Secretary of State makes the modifications to the Master Registration Agreement (being a document maintained in accordance with the conditions of licences under section 6(1)(c) of the Electricity Act 1989) as set out in the attached Annex, which shall come into effect the day after they date on which they are made.

The Secretary of State has consulted the holders of any licence being modified, the Gas and Electricity Markets Authority and such other persons as the Secretary of State considered appropriate in accordance with section 21 of the Act.



Greg Barker
Minister of State

Department of Energy and Climate Change

Date 08.01.2013

Annex

The modifications to the Master Registration Agreement are –

- (a) the words and deletions marked in tracked changes in the first attached document;
- (b) the formula in Clause 8.8 (*Recovery of Costs*) (which substitutes the formula that was previously in Clause 8.8); and
- (c) the second attached document to be incorporated as Part 2 of Schedule 15.

MRA

DATED

1 JUNE

1998

The DISTRIBUTION BUSINESSES as named herein

- and -

The SUPPLIERS as named herein

- and -

**Elexon Limited
(as the BSC Agent)**

- and -

MRA Service Company Limited

MASTER REGISTRATION AGREEMENT

Version 10.0

Release Date

2012

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VERSION CONTROL

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Version	Date of Release	MCP Number	MCP Title	Affected Clauses/Schedules	Effective Date
9.0	01/04/05	155	MRA changes for BETTA	Amendments to various Clauses to reflect the application of the BSC across Great Britain. Clauses 6 and 7 amended to reflect SESL's ongoing involvement in MEC and the MRA Forum as restricted to matters affecting SAS Run-Off.	01/04/05
9.0	01/04/05	156	Housekeeping changes to the MRA	Clause 6.2.9 amended to reflect approval of Distribution Businesses as well as Suppliers. Clause 3.4 and definitions relating to Pool Run-off removed. Clause 6.6A removed as it is time bound.	01/04/05
9.0	01/04/05	157	Revision of MRA Reporting Requirements for Settlement Purposes	Clause 27 and Schedule 15 updated to reflect that the requirement for a number of the reports has been superseded.	01/04/05
9.1	30/06/05	147	Provide for procedures under the MRA to process PPM Customer transactions	Add new Clause 53 to require Suppliers to assign a PPMIP and to procure that a PPMIP will act in accordance with the MRA Agreed Procedure supporting the Allocation of PPM Payments Transacted Against an Incorrect Device (MAP14)	30/06/05
9.1	30/06/05	151	CTP: Agent Appointment Changes.	Clause 29.1 amended to add an obligation to the MRA that the de-appointment of agents must be within specified timescale where the Old Supplier has raised a Notice of Objection.	30/06/05
9.1	30/06/05	154	Amendment to the MRA Forum proxy form so that a party may indicate No Interest	Proxy form in Clause 7.8 amended to allow for a declaration of interest. Definition of 'No Interest' changed to 'Deemed No Interest' and reflected in Clauses 7.17 and 7.22.	30/06/05
9.2	03/11/05	162	Revise reporting requirements in Clause 27.4	Amend requirement in Clause 27.4 such that reports are triggered only on a request from MEC or a Supplier	22/07/05
9.2	03/11/05	158	Introduce a requirement for a central enquiry service, available via the internet, comprising information sourced from MPAS as well as Suppliers	Add new Clause 31 to introduce the requirement for ECOES (the Electricity Central Online Enquiry Service) New definition and new entry in Schedule 3 Event Log	03/11/05
9.2	03/11/05	161	Clarification of wording in Clause 31.6.1 and 31.6.2	Clauses 31.6.1 and 31.6.2 amended to clarify the meaning of 'that date' as relating to the date of request by the auditor.	03/11/05
9.2	03/11/05	166	Amend reference to 8mm DAT tape in Clause 45.6	Clause 45.6 amended to reference that a mutually agreed data transfer medium should be used when the DTN is unavailable.	03/11/05

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Version	Date of Release	MCP Number	MCP Title	Affected Clauses/Schedules	Effective Date
9.3	23/02/06	165	Change to Schedule 15 'Report Requirements' to include MPAN Address information	Paragraph 2 of Schedule 15 amended to include address information in the report requirements.	15/01/06
9.3	23/02/06	159	Introduction of MRA obligation for Old Supplier to send "Notification of Old Supplier Information" flow (D0311) for losses.	New clause 29.2 to add an obligation for the Old Supplier to send a 'Notification of Old Supplier Information' flow to the New Supplier during the Change of Supplier process for Domestic Premises. New Entry in Schedule 3 (Event Log).	23/02/06
9.3	23/02/06	168	Provide guidance on printing multiple Supply Numbers	Schedule 5 (Supply Number Format) revised to provide guidance on printing multiple Supply Numbers on a customer's bill.	23/02/06
9.4	29/06/06	169	MRA Changes for SAS Termination	Amendments to various Clauses to remove references to SESL and the Settlement Agreement for Scotland..	31/03/06
9.4	29/06/06	170	Amendment to Clause 31 to reflect ECOES set-up fee for new Distribution Businesses	Clause 31 updated to reflect set-up fee for new Distribution Businesses in order for data relating to their Metering Points to be included in ECOES.	01/04/06
9.4	29/06/06	167	Change to Clause 27.1 to replace the current quarterly MPAN/ Address CD-Rom with a monthly MPAN/ Address/MSN DVD-Rom sourced from ECOES	Clause 27.1 updated to reflect sourcing of the report from ECOES and increase in frequency from quarterly to monthly.	29/06/06
9.5	02/11/06	171	MRA and BSC Governance following Events of Default	Definition of the term "BSC Resolution" added to Definitions and Interpretations. Clause 36.9 amended such that if a resolution is passed by the BSC Panel withdrawing the right of a party to register Metering Systems, that party shall also have their entitlement to Services and their ability to vote under the MRA withdrawn.	01/08/06
9.5	02/11/06	175	Update references to Use of System Agreements (UoSAs) to their replacement the Distribution Connection & Use of System Agreement (DCUSA) & provide a copy of the MRA Clause 27.6 MPAN Report to the DCUSA Panel	Clauses 1, 2.3, 33.5 and 36.1 updated to reflect these changes.	05/10/06
9.5	02/11/06	173	Distribution Business	Update to Clause 27.1 to state that Distribution Businesses should receive	02/11/06

MRA

Version	Date of Release	MCP Number	MCP Title	Affected Clauses/Schedules	Effective Date
			Access to ECOES DVD	the report as well as Suppliers.	
9.6	01/08/07	179	New entrants operating from outside the UK.	Clause 11.1 amended so that MEC may recover appropriate costs where entry processes relate to a location outside the UK.	20/07/07
9.6	01/08/07	177	Updating the MRA to reflect the moving of aspects of Objections to the Electricity Supply Licence	Definitions and Interpretations: 'Customer Requested Objection'; 16.1 - 16.3; 16.5; 16.7; 16.8; 16.13; 18.3; 18.5; 18.9; 18.10; 30.1; 30.2	01/08/07
9.6	01/08/07	178	Updating the MRA in line with the revised Electricity Supply Licence	'Introduction' (C); Definitions and Interpretations: 'Last Resort Direction', 'licensed Supplier', 'SoLR'; 15.11; 26.1; 26.3, 26.4	01/08/07
9.7	01/11/07	176	MRA Change to reflect changes to the scope of Re-Qualification	11.12; 11.12.1; 11.12.2	23/08/07
9.7	01/11/07	180	Changes to the MRA to reflect changes to the BSC to be introduced by BSC Approved Modification P197 (SVA Qualification Processes Review)	1 'Definitions and Interpretations'; 2.1.1; 12.2; 13.3	23/08/07
9.7	01/11/07	181	Clarifying costs incurred by New entrants operating from outside the Great Britain	11.1.2	16/08/07
9.8	26/06/08	182	Removal of Power Systems MPRS Validation Rules (SP Manweb and SP Distribution)	Schedule 14	26/06/08
9.8	26/06/08	183	Clarification of Use of the Change of Tenancy Indicator	16.2	26/06/08
9.9	06/11/08	185	Revised Processes for Events of Default and Breaches of the MRA	Clauses 1.1; 3.2; 6.19; 6.30; 6.30.1; 6.30.2 6.32 - 6.34; 6.42 - 6.44; 6.50; 6.51; Clause 36	21/07/08
9.9	06/11/08	187	Changes to Articles of Association	Schedule 11	06/11/08
9.9	06/11/08	188	Changes in response to Ofgem's review of the Standard Conditions of the Electricity	Opening statements A & B; Definitions and Interpretations; Clauses 33.1, 33.3 – 33.5, 34.7, 38.4,	06/11/08

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Version	Date of Release	MCP Number	MCP Title	Affected Clauses/Schedules	Effective Date
			Distribution Licence		
9.10	05/11/09	190	Change to MPRS Validation Rules	Schedule 14	05/11/09
9.11	04/11/10	192	Change to MPRS Validation Rules for Unmetered Supplies	Schedule 14	04/11/10
9.11	04/11/10	193	Amendments to Schedule 5 of the MRA – Supply Number Format	Schedule 5	23/09/10
10.0	DDMMYY	TBA	Modifications for the Green Deal Central Charge Database as mandated by the Secretary of State	Recital (A), Definitions, 417 to 4.24, 6.2.13, 6.2.14, 6.33, 6.37A, 6.43A, 8.2, 8.8, 8.9, 9.4A, 9.5.1, 9.8, 9.16, 9.18A to 9.18D, 9.19, 9.20, 9.25, 15.5.4, 16.7, 18.14, 18.15, 21.1A, 24.13.2, 30.1, 30.2, 40.1, Part XIV (55.1 to 55.8), Part 5 of Schedule 1, Schedule 2, Schedule 6 (16.7), Schedule 11 (3.4).	24/09/12
10.[x]	DDMMYY	TBA	Further modifications relating to the Green Deal Central Charge Database as mandated by the Secretary of State	[]	[xx]/[xx]/12

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THIS AGREEMENT is made on the 1st day of June 1998

BETWEEN:

- (1) **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 1 of Schedule 1
- (2) **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 2 of Schedule 1
- (3) **ELEXON LIMITED** (registered no.3782949) whose registered office is at 3rd Floor, 15 Marylebone Road, London, NW1 5JD
- (4) **MRA SERVICE COMPANY LIMITED**, (registered no. 3490321) whose registered office is at 7th Floor Centurion House, 24 Monument Street, London, EC3R 8AJ ("MRASCO")

WHEREAS:

- (A) Condition 23 of the Electricity Distribution Licence provides that this Agreement shall be between all licensed Distributors, all licensed Suppliers requiring metering point administration services and the electricity Settlement body, and that this Agreement should provide *inter alia*:
 - (i) terms for the provision of metering point administration services;
 - (ii) provisions and procedures in relation to changes of electricity suppliers in respect of any premises;
 - (iii) a data transfer catalogue;
 - (iv) arrangements for the variation of this Agreement;
 - (v) provisions by virtue of which specified parts of this Agreement shall not be capable of variation without the prior approval of the Authority;
 - (vi) such other matters as may be appropriate for the development, maintenance and operation of an efficient system for the supply of electricity; and
 - (vi) provisions to facilitate, and procedures and practices to be followed in relation to, the establishment, operation, and maintenance of the Central Charge Database.
- (B) Condition 23 of the Electricity Distribution Licence provides that each Distribution Business licensee is required to be a party to and comply with the provisions of this Agreement.
- (C) Condition 11.2(a) of the Electricity Supply Licence provides that each Supplier licensee is required to be a party to and comply with the provisions of this Agreement.

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- (D) Each Distribution Business and each Supplier has accordingly agreed to enter into this Agreement on the basis of the terms and conditions set out below.
- (E) The BSC Agent has agreed to enter into this Agreement as trustee and agent for BSC Trading Parties.

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PART I: PRELIMINARY

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions in this Agreement:

- “Accept”** means, in relation to a File or Message, to accept such File or Message on the grounds that it complies with the MPAS Validation Procedures and **“Acceptance”** shall be construed accordingly. For the avoidance of doubt Acceptance shall not involve any subjective judgement by the MPAS Provider;
- “Accession Agreement”** means an agreement substantially in the form set out in Schedule 4;
- “Act”** means the Electricity Act 1989 as amended by the Utilities Act 2000 and the Energy Act 2004, as amended from time to time and all subordinate legislation made under it;
- “Affiliate”** in relation to any party, means any holding company of that party, any subsidiary of that party or any subsidiary of a holding company of that party, in each case within the meaning of Sections 736, 736A and 736B of the Companies Act 1985;
- “Applicant”** means a Supplier or Distribution Business that has applied to complete Entry Assessment or Re-Qualification;
- [“Application for GDCC Access”](#)** [means an application for access to the Central Charge Database, substantially in the form set out in Part 1 of Schedule 15;](#)
- “Application for Registration”** means an application by a Supplier to be Registered against Supply Number core data;
- “Appointed MPAS Agent”** means a sub-contractor or delegate duly appointed by a Distribution Business in accordance with Clause 48.2 to provide MPAS;
- “Approve”** means a resolution by MEC pursuant to Clause 11.3 that an Applicant has successfully completed an Entry Assessment and is authorised to participate in the Market Sectors included in that assessment, if applicable, and

	“Approved”, “Disapprove” and “Disapproved” shall be interpreted accordingly;
“Associated Supplier”	means the Supplier who is required to respond to a dispute over a change of supplier meter reading or an Erroneous Registration notification;
“Authorised Electricity Operator”	has the meaning given to that term in the Electricity Distribution Licence and Electricity Supply Licence;
“Authority”	means the Gas and Electricity Markets Authority established by Section 1(1) of the Utilities Act 2000;
“Average Fraction of Yearly Consumption”	has the meaning given to that term in the BSC;
“Balancing and Settlement Code” or “BSC”	means the document designated by the Secretary of State and adopted by NGC as the BSC pursuant to Condition 7+A of the Transmission Licence, and as given contractual force by the BSC Framework Agreement;
“BSC Agent”	means BSCCo or its successor as BSC Agent from time to time appointed pursuant to the Balancing and Settlement Code;
“BSC Auditor”	has the meaning given to that term in the Balancing and Settlement Code;
“BSCCo”	means Elexon Limited (or any successor to that company);
“BSC Framework Agreement”	has the meaning given to that term in the Transmission Licence;
“BSC Member”	has the meaning given to that term in Clause 6.3.3;
“BSC Panel”	has the meaning given to the term “Panel” in the Balancing and Settlement Code;
“BSC Representative”	has the meaning given to that term in Clause 7.3;
“BSC Requirements”	means: <ul style="list-style-type: none">(i) those provisions of this Agreement which are repeated in Schedule 6, together with Appendix 1 to Schedule

- 6;
- (ii) Clauses 6, 7, 9 and 10, and the administration, procedures, constitution and decision making powers of MEC, the MRA Forum and any sub-committees of MEC;
- (iii) Schedule 9;
- (iv) those items of the MRA Products which relate to the Balancing and Settlement Code or, with respect to the Data Transfer Catalogue, items which are used under the Balancing and Settlement Code;
- (v) any other provisions, including the definitions, which may have an effect on the provisions or matters set out or referred to in (i), (ii), (iii), (iv) and/or (vii), or on their performance or manner of performance, or their interpretation;
- (vi) Paragraphs 1.2.5, 3.2, 3.4, 4.1.1 and 4.5.5 of Schedule 11 and the administration of MRASCo pursuant to Schedule 11;
- (vii) any exercise by MEC of any of its powers under Clause 6.2.13 or 6.2.14 which the BSC Member reasonably considers affects or relates to:
 - (a) the provisions or matters set out or referred to in (i), (ii), (iii), (iv) and/or (v); or
 - (b) any provisions or matters (or the performance thereof) similar to any of those in sub-paragraph (a) above and set out or referred to in any Services Agreement or any sub-contracting arrangement under such Services Agreement; and
- (viii) any derogations affecting any of the provisions or matters set out or referred

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to in (i) to (vii) above;

“BSC Resolution”	has the meaning given to that term in Clause 36.31.2;
“BSC Systems”	has the meaning given to that term in the Balancing and Settlement Code;
“BSC Trading Party”	has the meaning given to the term “Trading Party” in the Balancing and Settlement Code;
“Central Charge Database”	has the meaning given to that term in the Electricity Distribution Supply Licence.
“Central Meter Registration Service (CMRS)”	means the service for the registration of CVA Metering Systems and associated data as defined in the Balancing and Settlement Code;
“Change Procedures”	means those procedures agreed and issued by MEC pursuant to Clause 9.23;
“Change Proposal”	means a notice in writing from any party or parties in accordance with the Change Procedures (excluding a notification of a SoS Modification) suggesting an amendment to this Agreement, the BSC or to any of the MRA Products, it being recognised that an amendment may relate exclusively to the BSC Requirements;
“Co-operative Objection”	has the meaning given to that term given in Clause 18.10.1;
“Competent Authority”	means the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official, or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
“Condition 13 Statement”	means, in relation to each Distribution Business, the statement in relation to charges for use of system for the time being in force pursuant to Condition 13 of the Electricity Distribution Licence;
“Condition 18 Statement”	means, in relation to each Distribution Business, the statement in relation to charges for Metering Point Administration Services for the time being in force pursuant to Condition 18 of the

	Electricity Distribution Licence;
“Condition 36 Statement”	means, in relation to each Distribution Business, the statement in relation to charges for Legacy Metering Equipment and Data Services for the time being in force pursuant to Condition 36 of the Electricity Distribution Licence;
“Confidential Information”	means, in relation to a party, all data or other information supplied to that party by another party under or pursuant to the provisions of this Agreement;
“Connection Agreement”	has the meaning given to that term in the BSC;
“Customer”	means any person supplied or entitled to be supplied with electricity by a Supplier but shall not include any Authorised Electricity Operator in its capacity as such;
“Customer Requested Objection”	means an objection raised pursuant to Condition 14.4(c) of the Electricity Supply Licence
“CVA Metering Systems”	has the meaning given to that term in the Balancing and Settlement Code;
“Data Aggregator”	means a person Qualified and appointed by a Supplier to collate and sum meter reading data (whether actual or estimated) and to deliver such data to any relevant person to whom such Data Aggregator has an obligation to deliver such data for Settlement purposes;
“Data Collector”	means a person Qualified and appointed to: <ul style="list-style-type: none">(i) retrieve and verify meter reading data from electricity meters and to deliver such data to any relevant person to whom such Data Collector has an obligation to deliver such data for the purposes of data processing; and(ii) process, validate and (where necessary) estimate meter reading data and to deliver such data to any relevant person to whom such Data Collector has an obligation to deliver such data for the purposes of data aggregation;
“Data Protection Act”	means the Data Protection Act 1984;

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“Data Transfer Catalogue”	means the catalogue of data flows, data definitions and data formats in the form approved under this Agreement, as amended from time to time in accordance with Clause 9;
“Data Transfer Network”	means the electronic network provided as part of the Data Transfer Service;
“Data Transfer Service”	means the service referred to in Section B, Condition 37 of the Electricity Distribution Licence;
“Data Transfer Service Agreement”	means the agreement dated 30th July 1997 between the Data Transfer Service Controller and users of the Data Transfer Service;
“Data Transfer Service Controller”	means Electralink Limited;
“DCUSA Limited”	means the company established under the Distribution Connection and Use of System Agreement;
“Deemed Contract”	has the meaning given to that term in the Electricity Supply Licence;
“Deemed No Interest”	has the meaning given to that term in Clause 7.17;
“Defaulting Party”	has the meaning given to that term in Clause 36.1;
“De-Registration Notice”	means a notice received by the MPAS Provider from the relevant Distribution Business to prevent any further Registrations being made in relation to a Metering Point that has been entered in its MPAS Registration System;
“Directive”	includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force;
“Disclose”	means disclose, reveal, report, publish or transfer and "Disclosure" shall be construed

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	accordingly;
“Dispute”	has the meaning given to that term in Clause 40.1;
“Disputed MROCoS Handling Manager”	means the single point of contact within a Supplier responsible for all matters relating to a disputed change of supplier meter reading;
“Disputes Committee”	has the meaning given to that term in Clause 40.3;
“Disputes Committee Procedures”	means those procedures agreed and issued by MEC pursuant to Clause 40.3;
“Disputing Party”	has the meaning given to that term in Clause 40.2;
“Dissatisfied Party”	has the meaning given to that term in Clause 36.25;
“Distribution Business”	means an entity whose name is set out in Part 1 of Schedule 1 and any person who has acceded to this Agreement pursuant to Clause 4.6 in the category of a Distribution Business;
“Distribution Business Representative”	has the meaning given to that term in Clause 7.2;
“Distribution Business Member”	has the meaning given to that term in Clause 6.3.1;
“Distribution Connection and Use of System Agreement” or “DCUSA”	means the agreement of that name established pursuant to Condition 22 of the Electricity Distribution Licence;
“Distribution System”	has the meaning given to that term in the Electricity Distribution Licence;
“Domestic Premises”	means Premises at which a supply is taken wholly or mainly for domestic purposes;
“Electricity Arbitration Association”	has the meaning given to that term in Clause 40.3.3;
“Electricity Central Online Enquiry Service” or “ECOES”	has the meaning given to that term in Clause 31.1
“Electricity Distribution”	means a licence to distribute electricity granted

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Licence”	by the Authority under Section 6(1)(c) of the Act;
“Electricity Supply Licence”	means a licence to supply electricity granted by the Authority under Section 6(1)(d) of the Act;
“Energisation Status”	means data item 14 of Schedule 2 for a Metering Point;
“Embedded Exemptable Generation Plant”	means an embedded Generation Plant where the person generating electricity at that Generating Plant is, or would be, (if it generated electricity at no other Generating Plant and/or did not hold a Generation Licence) exempt from the requirement to hold a Generation Licence;
“Entry Assessment”	means the assessment designed to ascertain an Applicant’s ability to comply with its obligations under this Agreement;
“Erroneous Registration”	has the meaning given to that term given in Clause 18.8;
“Erroneous Transfers Handling Manager”	means the nominated single point of contact within a Supplier that is responsible for all matters relating to Erroneous Transfer resolution;
“Event of Default”	has the meaning given to that term in Clause 36.1;
“Event of Default Decision”	means any decision of MEC under Clause 36;
“Event of Default Meeting”	means a meeting of MEC (or the relevant part of a meeting of MEC) in which MEC considers matters relating to, or makes, an Event of Default Decision;
“Export Metering Point”	means the point represented by a single meter installed at Premises (or any part of Premises) which is capable of measuring the quantity of the electricity delivered to a Distribution System and/or Transmission System which has been generated by a generating set that is connected to that meter;
“Extra Votes”	has the meaning given to that term in Clause 6.8;
“Files”	means one or more Messages;

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- “Final Reconciliation Settlement Run”** has the meaning given to that term in the Balancing and Settlement Code;
- “Financial Year”** means the period from 1st April to 31st March each year, provided that the final Financial Year shall, in the event of termination of this Agreement otherwise than on the anniversary of the last day of the first Financial Year, be such shorter period as shall end on the date of termination;
- “Force Majeure”** means any event or circumstance which is beyond the reasonable control of any party (or, in the case of a Distribution Business, a party’s Appointed MPAS Agent) and which results in or causes the failure of that party to perform any of its obligations under this Agreement, provided that neither any failure by a party to a Services Agreement to perform any of its obligations under that Services Agreement nor lack of funds shall not be interpreted as a cause beyond that party’s reasonable control;
- “Forum Chairman”** has the meaning given to that term in Clause 7.16;
- “Full Refresh”** means the provision of all data items in Instruction Format (as defined in the Data Transfer Catalogue) for all Metering Points in respect of which the Supplier or Data Aggregator requiring the Full Refresh is or has been either Registered or appointed, as the case may be during the period of two years prior to the date of production of the Full Refresh under Clause 22. The Full Refresh shall include all data items that have been held on the MPAS Registration System in respect of the relevant Metering Points for the period of Registration or appointment, as the case may be. Where the Full Refresh is required by the Data Aggregator it shall include, for each Registration in the Refresh, all continuous Non Half Hourly Data Collector Appointments to the earliest of (i) a change of Measurement Class to a Half Hourly Metering Point; or (ii) the end of the Registration;
- “Gateway”** has the meaning given to that term in the Data

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Transfer Service Agreement;

“GDCC Access Agreement”

means an agreement for access to and use of the Central Charge Database substantially in the form set out in Part 2 of Schedule 15;

“GDCC User”

means a User under a GDCC Access Agreement;

“Generating Plant”

has the meaning given to that term in the BSC;

“Good Industry Practice”

means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

“Green Deal Arrangements Agreement (GDAA)”

means the agreement of that name required to be maintained pursuant to Standard Condition 38 of the Electricity Supply Licence;

“Green Deal Arrangements Data”

means the data identified in paragraph 3 of Standard Condition 35 of the Electricity Supply Licence;

“Green Deal Charges”

means payments required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011;

“Green Deal Framework Regulations”

Means the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012;

“GDAA Panel”

means the body constituted under Clause 5 of the GDAA or, where Clause 5.3 of the GDAA applies, the Secretary of State;

“Green Deal Interested Participant”

means:

- (i) the secretary to the GDAA Panel; and
- (ii) any person not entitled to become a party to this Agreement and who:
 - a) has been assigned a Market Participant Id as a Green Deal Provider or Green Deal Remittance Processor;
 - b) is a party to the GDAA; or,

	<p>c) in the reasonable opinion of MEC, has a legitimate interest in Green Deal Matters;</p> <p>and is listed in Part 5 of Schedule 1 (which may, for the avoidance of doubt be maintained and updated from time to time by the Secretary);</p>
“Green Deal Licensee”	has the meaning given to that term in Standard Condition 1 of the Electricity Supply Licence;
“Green Deal Matters”	means Clauses 5.4 , 5.5 , 5.6 , 5.7 , 5.8 , 9.18A to 9.18D (inclusive), 15.5.4, 18.14, 18.15, 21.1A, 55 , 56 and 55 57 and the matters dealt with in or under those provisions, <u>including, for the avoidance of doubt, Schedule 15</u> , and any provision in the Data Transfer Catalogue to the extent it has been included in the Data Transfer Catalogue pursuant to such matter;
“Green Deal Metering Point”	means any Metering Point where data items 21 and 22 of Schedule 2 together indicate there is a Green Deal Plan in respect of the relevant premises;
“Green Deal Plan”	has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011;
“Green Deal Provider”	has the meaning given to "green deal provider" in section 2(2) of the Energy Act 2011;
“Green Deal Remittance Processor”	means a person who is entitled to receive Remittance Information (as defined in the GDA) in accordance with procedures issued under Clause 55;
“Grid Supply Point”	has the meaning given to that term in the Balancing and Settlement Code;
“GSP Group”	has the meaning given to that term in the Balancing and Settlement Code;
“Half Hourly Metering Point”	means any Metering Point which provides measurements of the supply of electricity on a half hourly basis;
“Initiating Supplier”	means the Supplier who raises a dispute over a change of supplier meter reading or raises an Erroneous Registration notification, whether or not such Supplier is the Old or New Supplier;

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“Interested Industry Participant”	means any organisation not entitled to become a party to this Agreement who has been assigned a Market Participant Id, or, in the reasonable opinion of MEC, has an interest in the industry and is sponsored by a party to this Agreement; and is listed in Part 3 of Schedule 1;
<u>“IS Accreditation”</u>	<u>means accreditation in respect of information security management systems to the ISO:27001 standard or any replacement standard;</u>
“Keeper of the EPC Register”	has the meaning given to (as the context requires): <ul style="list-style-type: none">a) “keeper of the register” in regulation 2(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007;b) “keeper” in regulation 2(1) of the Energy Performance of Buildings (Scotland) Regulations 2008;
“Last Resort Supply Direction”	has the meaning given to that term in Condition 1.3 of the Electricity Supply Licence;
“licensed Distributor”	means any holder of a Distribution Licence
“licensed Supplier”	means any holder of an Electricity Supply Licence;
“Line Loss Factor Class Id”	means data item 6 of Schedule 2 for a Metering Point;
“Market Domain Data”	has the meaning given to that term in the BSC;
“Market Domain Data Agent” or “MDDA”	Means the agent responsible for distributing Market Domain Data;
“Market Participant Id”	has the meaning given to that term in the Data Transfer Catalogue;
“Market Participant Role Code”	has the meaning given to that term in the Data Transfer Catalogue;
“Market Sector”	Means, in relation to an Entry Assessment for a Supplier, each of the following categories of Metering Points: <ul style="list-style-type: none">(i) Half Hourly Metering Points;

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- (ii) Non Half Hourly Metering Points at Domestic Premises; and
- (iii) Non Half Hourly Metering Points at Premises which are not Domestic Premises;

“Master Registration Agreement Forum” or “MRA Forum”

means the body constituted pursuant to the terms of Clause 7;

“Material Change”

means a change to a party’s systems or processes (or, in the case of a Distribution Business, a party’s Appointed MPAS Agent) which is of such a type or magnitude as to raise the reasonable expectation of an impact on that party’s ability to meet its obligations under this Agreement;

“Measurement Class”

has the meaning given to that term in the BSC;

“MEC Chairman”

has the meaning given to that term in Clauses 6.23 and 6.25;

“MEC Member”

has the meaning given to that term in Clause 6.3;

“Message”

means electronic data flows between Data Transfer Service users which conform to the Data Transfer Catalogue and User File Design Specification;

“Message Receipt Working Day”

has the meaning given to that term in Clause 14.4;

“Metering and Data Services”

has the meaning given to the term Distributor Metering and Data Services in the Electricity Distribution Licence;

“Metering Point”

means the point, determined according to the principles and guidance given at Schedule 8, at which a supply to (export) or from (import) a Distribution System and/or Transmission System:

- (a) is or is intended to be measured; or
- (b) where metering equipment has been removed, was or was intended to be measured; or

- (c) in the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured,

where in each case such measurement is for the purposes of ascertaining the Supplier's Settlement liabilities under the Balancing and Settlement Code;

“Metering Point Administration Data (MPAD)”	means, in respect of any Metering Point, all data items as set out in Schedule 2;
“Metering Point Administration Service (MPAS)”	means the service established, maintained and operated, or procured as the case may be, by each Distribution Business pursuant to Condition 18 of the Electricity Distribution Licence and in accordance with the terms of this Agreement;
“Meter Operator”	means a person Qualified and appointed by a Supplier, or, where applicable, a Customer to: <ul style="list-style-type: none">(i) install, commission, test, repair and maintain metering equipment; and(ii) maintain related technical information;
“Meter Standing Data”	means the data (as specified in the Data Transfer Catalogue) relating to the configuration of any metering equipment which is required to operate that equipment in an effective manner;
“MPAS Provider”	means a Distribution Business party acting in the capacity as the provider of MPAS for Metering Points in its Distribution System;
“MPAS Registration System”	means the information technology system or systems used or procured by each Distribution Business in order to provide MPAS;
“MPAS Validation Procedures”	has the meaning given to that term in Schedule 14;
“MRA Executive Committee” or “MEC”	means the body constituted pursuant to the terms of Clause 6;
“MRA Products”	means those documents, procedures or practices, as amended from time to time in accordance with Clause 9, which are set out in Schedule 12;
“MRoCoS”	means the meter reading issued for use as the

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	initial meter reading for the New Supplier and the final meter reading for the Old Supplier on a change of supplier;
“New Connection”	has the meaning given to that term in Clause 20.1.1;
“New Metering Point”	has the meaning given to that term in Clause 20.1;
“New Party”	has the meaning given to that term in Clause 4.1;
“New Supplier”	has the meaning given to that term in Clause 15.9;
“Nil Advance to Meter Procedure”	means the use of a 1kWh advance used to rectify Erroneous Registrations in accordance with Clause 29 and PSL120;
“Nominated Agreements”	means: <ul style="list-style-type: none">(i) this Agreement;(ii) the BSC;(iii) any Connection Agreement;(iv) the Data Transfer Service Agreement;(v) any other agreement to provide a Metering and Data Service;(vi) the Green Deal Arrangements Agreement;(vii) any other agreement specified as such from time to time by MEC; and(viii) any agreement which the Authority from time to time approves as a Nominated Agreement;
“Non Half Hourly Data Aggregator Appointment”	a Data Aggregator appointment where data item 13a of Schedule 2 is ‘N’;
“Non Half Hourly Data Collector Appointment”	a Data Collector appointment where data item 12a of Schedule 2 is ‘N’;
“Non-Half Hourly Metering Point”	means any Metering Point which provides measurements of the supply of electricity other

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	than on a half hourly basis;
“Notice of Objection”	has the meaning given to that term in Clause 16.1;
“Objection Raising Period”	means the period from and including the time that the notification to the Old Supplier pursuant to Clause 15.9 is sent from the MPAS Registration System to the relevant MPAS Provider’s Gateway up to but not including 18:00 hours on the fifth Working Day thereafter;
“Objection Resolution Period”	means the period from and including the time that the Message confirming that the Notice of Objection has been Accepted is sent from the MPAS Registration System to the relevant MPAS Provider’s Gateway up to but not including 18:00 hours on the fifth Working Day thereafter;
“Old Supplier”	means, in relation to a Supplier’s Application for Registration, the Supplier which was or, as the case may be, will be Registered in respect of that Metering Point immediately prior to the Supply Start Date included in the first mentioned Supplier’s Application for Registration;
“Operational Issue”	means an issue or problem perceived by one or more parties arising out of the operation of the arrangements designed to facilitate supply competition in the electricity industry which, for the avoidance of doubt, shall not be limited to issues or problems arising out of or impacting upon this Agreement;
“Operational Issues Procedures”	means those procedures agreed and issued by MEC pursuant to Clause 10.4;
“PAF”	means Post Office Address Format;
“party”	means each of the Distribution Businesses, the Suppliers and the BSC Agent but, except where the context requires, shall not include MRASCO, and "parties" shall be construed accordingly;
“Premises”	has the meaning given in section 64 of the Act;

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“Pre-Payment Meter Infrastructure Provider (PPMIP)”

as defined in Clause 54.1;

“Priority Provisions”

means those items referred to in paragraphs (i), (iii) and (iv), and paragraphs (v) and (viii) to the extent referable to paragraphs (i), (iii) and (iv) of the definition of BSC Requirements, (but in the case of Clause 9.2, means only those items referred to in paragraphs (i), (iii) and (iv) of that definition);

“Profile Class”

has the meaning given to that term in the BSC;

“Pseudo Metering Point(s)”

additional set(s) of Metering Point Administration Data, up to eight, or more if agreed with all affected Parties, associated with a single Half Hourly Metering Point created to facilitate the splitting of energy volumes between Suppliers at such Metering Point. Each Pseudo Metering Point shall only exist whilst the energy volumes at the Metering Point are scheduled to that Pseudo Metering Point;

“Qualification”

has the meaning given to that term in the BSC and **“Qualified”** shall be construed accordingly;

“Qualifying GDCC User”

[has the meaning given to that term in Clause 56.1;](#)

“Quarter”

means the period of three calendar months ending on a Quarter Day;

“Quarter Day”

means each or as the context may require any or a particular one of 31st March, 30th June, 30th September and 31st December or where the Quarter Day is not a Working Day, the next Working Day thereafter;

“Registered”

means the recording on the relevant MPAS Registration System of a Supplier as being responsible for a Metering Point from a particular date and **“Registration”** shall be construed accordingly;

“Registration System”

means the information technology system used to hold details of Metering Point Registrations – either CMRS or the MPAS Registration System,

	as the context requires;
“Registration Transaction Number”	means the reference number generated upon Registration;
“Reject”	means, in relation to a Message or File, to reject such Message or File on the grounds that it does not comply with the relevant MPAS Validation Procedures and “Rejection” shall be construed accordingly. For the avoidance of doubt, rejection shall not involve any subjective judgement by the MPAS Provider;
“Related Metering Points”	means, as the context requires: <ul style="list-style-type: none">(a) two or more Metering Points (other than Export Metering Points and Pseudo Metering Points) that supply the same customer and are located at the same (or any part of the same) Premises; or(b) two or more Metering Points (other than Export Metering Points and Pseudo Metering Points) relating to Unmetered Supplies the Supply Numbers attributable to which are stated within a single Unmetered Supplies Certificate issued by the Distribution Business; in either case in circumstances where the charges applied for electricity supplied through those Metering Points are mutually conditional;
“Related Undertaking”	in relation to any party means any undertaking in which that party has a participating interest as defined by section 260 of the Companies Act 1985;
“Relevant Exempt Supplier”	has the meaning given to that term in the Distribution Connection and Use of System Agreement;
“Relevant Instruments”	means: <ul style="list-style-type: none">(a) the Act and all subordinate legislation made under the Act;(b) Chapter 1 of Part 1 of the Energy Act

2011 and all subordinate legislation made under it;

(c) the Data Protection Act and all subordinate legislation made under it;

(d) any Electricity Distribution Licence and any Electricity Supply Licence and any determination or notice made or issued by the Authority pursuant to the terms thereof;

and whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents and other matters which are required, or which a Distribution Business acting in accordance with Good Industry Practice would obtain, in connection with the provision of the Services, of or from any Competent Authority;

“relevant MPAS Provider” has the meaning given to that term in Clause 15.1;

“Reporting Party” has the meaning given to that term in Clause 36.3;

“Re-Qualification Procedures” means those procedures prescribed by MEC pursuant to Clause 11.12 from time to time;

“Resend” has the meaning given to that term in Clause 25.1;

“Retrospective Manual Amendments Procedures” means those procedures and guidelines agreed and issued by MEC pursuant to Clause 19.1;

“Secretariat” has the meaning given to that term in Clause 6.55;

“Secretary” has the meaning given to that term in Clause 6.27;

“Secretary of State” has the meaning given to that term in the Interpretation Act 1978;

“Secretary of State (SoS) Modification” means a modification to this Agreement arising from the exercise of the Secretary of State’s powers under the Act, or other Relevant Instrument, as amended from time to time;

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“Selective Refresh”

means the provision of all data items in Instruction Format (as defined in the Data Transfer Catalogue) for the Metering Point selected by the Supplier or Data Aggregator in respect of which the Supplier or Data Aggregator is or has been Registered or appointed, as the case may be during the period of two years prior to the date of production of the Selective Refresh under Clause 23. The Selective Refresh shall include all data items that have been held on the MPAS Registration System in respect of the Metering Point for the period of Registration or appointment, as the case may be. Where the Selective Refresh is required by the Data Aggregator it shall include, for each Registration in the Refresh, all continuous Non Half Hourly Data Collector Appointments to the earliest of (i) a change of Measurement Class to a Half Hourly Metering Point; or (ii) the end of the Registration;

“Services”

means the services to be provided by each MPAS Provider under this Agreement in respect of the Metering Points of the relevant Distribution System, described in Clauses 15 to 28 (or, as appropriate, one or more of them) in accordance with the performance levels and constraints set out in Clause 12 to 14 and **“Service”** shall be construed accordingly;

“Services Agreement”

means any contract, agreement or arrangement approved or authorised pursuant to Clause 6.2.13 (A);

“Settlement”

has the meaning given to that term in the BSC;

“Settlement Administration Agent” or “SAA”

has the meaning given to that term in the Balancing and Settlement Code;

“Skeleton Record”

means the initial record on the MPAS Registration System for a Metering Point which contains:

- (i) the Supply Number core data;
- (ii) data item 6 of Schedule 2 for the Metering Point;
- (iii) data item 9 of Schedule 2 for the

Metering Point;

- (iv) data item 15 of Schedule 2 for the Metering Point; and
- (v) data item 18 of Schedule 2 for the Metering Point, where applicable;

where data item 6 of Schedule 2 for the Metering Point may be a default value;

“SoLR”

means the Supplier of Last Resort as provided for in Clause 26.1 who shall be treated for the purposes of the MRA as

- (i) subject to the obligations and liabilities related to or connected with the Metering Points contained in its Last Resort Supply Direction;
- (ii) the Supplier for all Metering Points included in their Last Resort Supply Direction (and as having appointed and registered the agents of the Supplier who has had its Electricity Supply Licence revoked in respect of such Metering Points);

until such time as the SoLR, or another Supplier, becomes registered in respect of the Metering Point pursuant to Clause 15;

“Standard Address Format”

means the completion of data items 9 and 9A of Schedule 2 as below:

Metering Point Address Line 1 =

Free Text;

Metering Point Address Line 2 =

Sub-building Name/Number;

Metering Point Address Line 3 =

Building Name/ Number;

Metering Point Address Line 4 =

Dependent Thoroughfare;

Metering Point Address Line 5 =

	Thoroughfare;
	Metering Point Address Line 6 =
	Double Dependent Locality;
	Metering Point Address Line 7 =
	Dependent Locality;
	Metering Point Address Line 8 =
	Locality (Post Town);
	Metering Point Address Line 9 =
	County;
	Metering Point Postcode =
	Postcode;
“Standard Terms of Connection”	has the meaning given to that term in each Electricity Distribution Licence;
“Supplier”	means an entity whose name is set out in Part 2 of Schedule 1 and any entity who has acceded to this Agreement pursuant to Clause 4.6 in the category of a Supplier;
“Supplier Member(s)”	has the meaning given to that term in Clause 6.3.2;
“Supplier Representative”	has the meaning given to that term in Clause 7.2;
“Supplier Volume Allocation Agent” or “SVAA”	has the meaning given to that term in the Balancing and Settlement Code;
“Supply Number”	means, in respect of any Metering Point, the number attributed to that Metering Point, consisting of data items 1 to 6 as set out in Schedule 2;
“Supply Number core data”	means data items 1 to 3 of Schedule 2 in relation to a Metering Point;
“Supply Start Date”	means the date specified for data item 10 of Schedule 2 in a Supplier's Application for Registration;
“Suspected Party”	has the meaning given to that term in Clause 36.2;

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“Third Party Claim”	has the meaning given to that term in Clause 40.10;
“Total Weighted Vote”	has the meaning given to that term in Clause 6.8;
“Total Daily Processing”	has the meaning given to that term in Clause 14.4;
“1998 Trading Arrangement Indicator”	means, an indicator that identifies those Metering Points on a particular Distribution System which are Registered, or to be Registered, on the relevant MPAS;
“Transfer”	means the moving of Registrations either from the MPAS Registration System to CMRS or from CMRS to the MPAS Registration System;
“Transfer Application”	means the application form provided in an agreed format to Transfer a Metering Point(s) as detailed in BSCP68;
“Transfer Co-ordinator”	means the role performed by BSCCo that co-ordinates Transfers from the MPAS Registration System to CMRS, and from CMRS to the MPAS Registration System;
“Transfer Date”	means the effective from date of the Registration in the Registration System the Metering Point has transferred to;
“Transmission System”	has the meaning given to that term in the Electricity Distribution Licence;
“Unmetered Supply”	has the meaning given to that term in the BSC;
“Unmetered Supplies Certificate”	means an Unmetered Supplies Certificate as issued under the Unmetered Supplies Procedure;
“Unmetered Supplies Procedure”	means Section S8 of the Balancing and Settlement Code;
“Updates”	means the new version of this Agreement or MRA Products as distributed from time to time;
“Use of System Agreement”	means the agreement of that name between a Distribution Business and a Supplier pursuant to which the Distribution Business agrees to distribute electricity to the Customers of the Supplier through its Distribution System;

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“User File Design Specification”	has the meaning given to that term in the Data Transfer Catalogue;
“Valid Application for Registration”	has the meaning given to that term in Clause 15.5 or 20.2, as appropriate;
“Valid Notice of Objection”	has the meaning given to that term in Clause 16.3;
“Variation”	means amend, change, novate, vary, waive or supplement or the giving of any waiver, release or consent having the same commercial effect (and “Varied” shall be construed accordingly);
“VAT”	has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it;
“Weighted Votes”	in the case of a Supplier, has the meaning given to that term in Clause 6.7; or in the case of a Distribution Business has the meaning given to that term in Clause 6.11 or 6.12 as appropriate; and
“Working Day”	has the meaning given to that term in Section 64 of the Act for England and Wales.

1.2 In this Agreement, unless the context requires otherwise, any reference to:

- 1.2.1 a "person" includes a reference to an individual, body corporate, association or partnership;
- 1.2.2 the singular shall include the plural and vice versa;
- 1.2.3 this "Agreement" shall mean this agreement, the Schedules, Annexes and Appendices thereto;
- 1.2.4 a Clause, Schedule or Part is a reference to a clause of or schedule to or part of this Agreement;
- 1.2.5 writing includes all methods of reproducing words in a legible and non-transitory form;
- 1.2.6 any statute or any other subordinate legislation, any other agreement or instrument shall be construed as a reference to that statute, subordinate legislation, other agreement or instrument as amended or re-enacted from time to time; and

- 1.2.7 references to the masculine gender include the feminine gender.
- 1.3 The headings in this Agreement are for the ease of reference only and shall not affect its interpretation.
- 1.4 In this Agreement, references to "include" or "including" are to be construed without limitation to the generality of the preceding words.
- 1.5 The parties acknowledge and agree that the BSC Agent holds the benefit of this Agreement as trustee and agent for the BSC Trading Parties and each of them.
- 1.6 The BSC Agent shall be entitled to act for any or all purposes of this Agreement through any person from time to time nominated in writing by the BSC Agent to MEC as the BSC Agent's representative. Where more than one person is so nominated, the capacity or field in which each nominated person is acting shall be notified to MEC.
- 1.7 For the avoidance of doubt, nothing in this Agreement shall prejudice the rights of any Distribution Business or Supplier under Schedule 6 of the Act.

2 CONDITIONS PRECEDENT

- 2.1 A Distribution Business shall not be obliged to provide Services until:
 - 2.1.1 it has become Qualified to provide MPAS;
 - 2.1.2 it has become a party to the Data Transfer Service Agreement in its capacity of a Distribution Business and an MPAS Provider; and
 - 2.1.3 it has received a valid Market Participant Id from the Market Domain Data Agent in respect of its Market Participant Roles as a Distribution Business and an MPAS Provider; and
 - 2.1.4 it, and where applicable, its Appointed MPAS Agent have been Approved by MEC.
- 2.2 The obligations on a Distribution Business to provide Services to a Supplier in relation to any particular Metering Point in its Distribution System are subject to the Distribution Business providing values for the data items (other than data item 19) listed in Schedule 2 for that Metering Point to the MPAS Provider and that MPAS Provider entering such values into the relevant MPAS Registration System except where:
 - 2.2.1 the Metering Point at a particular time is a New Metering Point, in which case the provisions of Clause 20.1 shall apply; or
 - 2.2.2 the Metering Point is registered in CMRS in which case the Distribution Business shall ensure that any records maintained in accordance with Clause 53.1 have been updated.
- 2.3 The rights of a Supplier to receive Services in relation to any particular Metering Point are in each case subject to:

- 2.3.1 the Supplier being a party to the Distribution Connection and Use of System Agreement and the DCUSA being in full force and effect and subject to no conditions or suspension (except for any conditions which require this Agreement to be in full force and effect) between the relevant Distribution Business and the Supplier in relation to that Metering Point;
 - 2.3.2 the Supplier being a party to the Data Transfer Service Agreement;
 - 2.3.3 a valid Market Participant Id for the Supplier having been received from the Market Domain Data Agent, and entered in the MPAS Registration System; and
 - 2.3.4 the Supplier having been Approved by MEC with respect to the Market Sector to which the Metering Point relates.
- 2.4 Once any of the conditions precedent in Clause 2.1 applicable to a Distribution Business or its Appointed MPAS Agent have been fulfilled, that Distribution Business shall use its reasonable endeavours to keep such condition precedent fulfilled throughout the term of this Agreement.
- 2.5 Once the condition precedent in Clause 2.2 has been fulfilled, the Distribution Business shall keep such condition precedent fulfilled throughout the term of this Agreement.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement shall take effect on the date hereof, save for any rights or obligations of a party which are expressed to be conditional under the terms of Clause 2.
- 3.2 Subject to Clauses 36.33 and 36.34, this Agreement shall remain in effect in respect of a party until that party ceases to be a party in accordance with Clause 36 or Clause 37.
- 3.3 This Agreement shall remain in effect until each party ceases to be a party in accordance with Clause 36 or Clause 37, or there ceases to be at least one Supplier, one Distribution Business and the BSC Agent (or its duly appointed successor), remaining as party to this Agreement.

4 ADDITIONAL PARTIES

- 4.1 Subject to the following provisions of this Clause 4, the parties shall admit as an additional party to this Agreement any person (a “**New Party**”) who is not at that time already a party who applies to be admitted in the capacity requested by the New Party. A New Party shall not apply to MEC for admission as a Supplier or Distribution Business unless, as at that date, that New Party holds either an Electricity Distribution Licence or an Electricity Supply Licence, or can demonstrate to the reasonable satisfaction of MEC that it is in the process of obtaining an Electricity Distribution Licence or an Electricity Supply Licence.
- 4.2 Subject to Clause 4.3, a New Party wishing to be admitted as an additional party shall apply to MEC for admission on a form of application issued by MEC from time to

time and shall deliver such form to MEC together with any other documents referred to in the form. Upon receipt of an application from a potential New Party, MEC shall consider the application and shall notify all parties and the Authority of such application. Within 30 Working Days of receipt of the application MEC shall notify the New Party and Authority that either the New Party shall be admitted as a party, shall not be admitted as a party or that it requires further information from the New Party in relation to its application. Where MEC determines not to admit a New Party as a party, it shall provide that New Party with the reasons for its decision.

- 4.3 MEC shall forthwith admit a New Party which is seeking to replace the BSC Agent where MEC has been notified by the BSC Panel that the New Party has been approved as successor BSC Agent by the BSC Panel.
- 4.4 Where MEC notifies the New Party that it requires further information pursuant to the terms of Clause 4.2, such requirement being reasonable, the New Party shall within 20 Working Days of receiving MEC's notice either provide the additional information or refer the matter to the Authority pursuant to Clause 4.5, failing which the New Party's application shall lapse and be of no effect and the New Party shall not be, and shall not be entitled to be, admitted as a party consequent upon such application (but without prejudice to any new application for admission it may make thereafter).
- 4.5 Where MEC determines not to admit a New Party as a party or fails to notify the New Party within 30 Working Days of receipt of the New Party's application or requests additional information from the New Party, the New Party may refer the matter to the Authority for his determination The determination of the Authority shall be final and binding for all purposes.
- 4.6 Where:
 - 4.6.1 MEC notifies the New Party and the Authority in accordance with Clause 4.2 that the New Party is to be admitted as a party or Clause 4.3 applies; or
 - 4.6.2 following a request for further information pursuant to Clause 4.2, the New Party provides sufficient additional information satisfactory to MEC within the time period specified in Clause 4.4; or
 - 4.6.3 the Authority determines that the New Party shall become a party pursuant to Clause 4.5,

MEC shall forthwith prepare an Accession Agreement, which shall be executed by a delegate authorised by MEC on behalf of all parties other than the New Party, and the New Party. Each party hereby authorises and instructs any delegate authorised by MEC to sign any such Accession Agreement on its behalf and undertakes not to withdraw, qualify or revoke any such authority or instruction at any time. Upon execution of the Accession Agreement, the New Party shall become a party for all purposes of this Agreement from the date specified in such Accession Agreement.

- 4.7 MEC shall promptly notify all parties and the Authority of the execution and delivery of each Accession Agreement.

- 4.8 Where any organisation wishes to receive copies of regular updates to MRA Products (“**Updates**”) for the purposes of its business but is neither a party to this Agreement nor entitled to become a party to this Agreement it may apply to MEC (subject to the procedure set out in Clauses 4.9 to 4.11 below) to be registered with MRASCO to receive the Updates as if it were a party to this Agreement and on such registration that organisation shall be designated an Interested Industry Participant.
- 4.9 The organisation shall apply for registration on the form of application agreed and supplied by MEC which sets out the terms and conditions of registration.
- 4.10 Upon receipt of the completed application MEC shall notify all parties and consider the application.
- 4.11 In the event that MEC requires reasonable additional information it shall notify its requirements to the applicant within 30 Working Days of receipt of the application and the applicant shall provide such information within 20 Working Days of receipt of such notice. If the applicant fails to provide such information within the time specified the application shall lapse.
- 4.12 MEC shall notify the applicant of its decision within 30 Working Days of receipt of the application or receipt of the additional information referred to in Clause 4.11 above.
- 4.13 If MEC determines that the applicant should be registered as an Interested Industry Participant then it shall inform MRASCo forthwith who shall supply the Updates for so long as the Interested Industry Participant continues to comply with the terms of registration.
- 4.14 If MEC determines that the applicant shall not be registered as an Interested Industry Participant then it shall notify the applicant of its reasons for such determination.
- 4.15 MEC shall promptly notify all parties of the registration of the Interested Industry Participant.
- 4.16 The Data Transfer Service Controller shall be entitled to receive copies of Updates free of charge.

Green Deal Interested Participants

- 4.17 Where any person wishes to receive the Updates for the purposes of its business in relation to Green Deal Matters and in the capacity of a Green Deal Interested Participant, it may apply to MEC (subject to the procedure set out in Clauses 4.18 to 4.24 below) to be registered as a Green Deal Interested Participant to receive the Updates where they relate to Green Deal Matters as if it were a party to this Agreement.
- 4.18 The applicant must apply for registration on the form of application agreed and supplied by MEC which sets out the terms and conditions of registration.

- 4.19 Upon receipt of the completed application MEC shall notify all parties and consider the application.
- 4.20 In the event that MEC requires reasonable additional information it shall notify its requirements to the applicant within 30 Working Days of receipt of the application and the applicant shall provide such information within 20 Working Days of receipt of such notice. If the applicant fails to provide such information within the time specified the application shall lapse.
- 4.21 MEC shall notify the applicant of its decision within 30 Working Days of receipt of the application or receipt of the additional information referred to in Clause 4.20 above.
- 4.22 If MEC determines that the applicant should be registered as a Green Deal Interested Participant then it shall (a) register that applicant (and such applicant shall be designated a Green Deal Interested Participant); (b) inform MRASCo forthwith, who shall supply the Updates for so long as the Green Deal Interested Participant continues to comply with the terms of its registration.
- 4.23 If MEC determines that the applicant shall not be registered as a Green Deal Interested Participant then it shall notify the applicant of its reasons for such determination.
- 4.24 MEC shall promptly notify all parties and the GDAA Panel of the registration of the Green Deal Interested Participant.

5 ENFORCEABILITY OF OBLIGATIONS

Appointed MPAS Agent Obligations

- 5.1 If, pursuant to Clause 48.2, a Distribution Business sub-contracts with or delegates to an Appointed MPAS Agent the performance of all or part of its obligations to establish, maintain and operate MPAS, or provide the Services as set out in this Agreement, then that Distribution Business shall ensure that:
- 5.1.1 such person provides, maintains and operates MPAS and the Services in the manner and to the performance levels set out in this Agreement; and
 - 5.1.2 such person is bound by obligations in respect of maintaining records and data and access to hardware, software, premises and staff no less onerous than those set out in Clause 32; and
 - 5.1.3 such person is bound by an obligation of confidentiality no less onerous than that set out in Clause 38; and
 - 5.1.4 due notice of such appointment is provided to Suppliers in accordance with Clause 48.4, and that such notice shall include:
 - 5.1.4.1 the name and address of the Appointed MPAS Agent; and
 - 5.1.4.2 contact details in relation to requests pursuant to Clause 13.1, if different to those of the MPAS Provider; and

5.1.4.3 a fax number for such Appointed MPAS Agent; and

5.1.5 any changes to the details in 5.1.4 are provided to Suppliers as soon as possible, but in any event no later than 1 Working Day of the effective date of such changes.

Data Aggregators' Obligations

5.2 In this Agreement where there is a reference to an obligation of a Data Aggregator such obligation shall be deemed to apply to either the Supplier that has appointed the Data Aggregator in relation to the Metering Point, or the SoLR.

5.2.1 Each Supplier shall be required to procure compliance by that Data Aggregator with that obligation and such obligation may be enforced against the Supplier that has appointed that Data Aggregator.

5.2.2 Each SoLR shall use reasonable endeavours to ensure compliance by that Data Aggregator with that obligation and such obligation may be enforced against the SoLR that is deemed to have appointed that Data Aggregator.

5.3 In this Agreement where there is a reference to an obligation owed to a Data Aggregator from a Distribution Business or MPAS Provider, that obligation shall be deemed to be owed to either the Supplier that has appointed the Data Aggregator in relation to the Metering Point or the SoLR and that Supplier, or SoLR, may enforce that obligation.

Third Party Rights

5.4 ~~The Subject to Clauses 5.5, 5.6, 5.8 and 5.9, the~~ Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

Qualifying GDCC Users

5.5 Clauses 56.3, 56.6, 56.7 and 56.10 contain terms expressly for the benefit of Qualifying GDCC Users. A Qualifying GDCC User may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms in those clauses.

5.6 The Clauses referred to in Clause 5.5 may not be changed unless each Qualifying GDCC User identified in Clauses 56.1.2, 56.1.3 and 56.1.4 with the right to enforce the Clauses referred to in Clause 5.5 at the time of the change:

5.6.1 would not suffer any material adverse impact; or

5.6.2 gives written consent, provided that consent shall be deemed to have been given if no response is received within twenty (20) Working Days of the affected Qualifying GDCC User receiving notice from the Secretariat of the proposed change.

5.7 Clause 5.6 shall not apply to GDCC Users.

MRA

5.8 A Qualifying GDCC User may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms of Clause 6.52 but only insofar as such terms relate to Green Deal Matters.

GDCC Users

5.9 Part 2 of Schedule 15 contains terms expressly for the benefit of GDCC Users. Part 2 of Schedule 15 may, therefore, not be changed unless each GDCC User, at the time of the change:

5.9.1 would not suffer any material adverse impact; or

5.9.2 gives written consent, provided that consent shall be deemed to have been given if no response is received within twenty (20) Working Days of the affected GDCC User receiving notice from the Secretariat of the proposed change.

PART II: GOVERNANCE AND CHANGE CONTROL

6 CONSTITUTION OF MEC

6.1 The parties hereby delegate to MEC all powers necessary to fulfil its objects contained in Clause 6.2.

Objects

6.2 MEC shall, subject to and in accordance with the other provisions of this Agreement have the powers to:

6.2.1 consider, approve, co-ordinate the implementation of or, in relation to those provisions set out in Clause 9.5 where the prior written consent of the Authority is required to any change, recommend to the Authority on behalf of parties to this Agreement, any proposals to change this Agreement and, as appropriate, amend this Agreement;

6.2.2 consider, approve and co-ordinate the implementation of any proposals to change the Data Transfer Catalogue and, as appropriate, amend the Data Transfer Catalogue;

6.2.3 consider any applications from potential New Parties to become a party;

6.2.4 develop budgets in accordance with Clause 8;

6.2.5 hire any professional advisers, including accountants to audit its costs;

6.2.6 check and notify parties that they are defaulting parties in accordance with the provisions of Clause 36;

6.2.7 consider and resolve disputes between any parties arising under this Agreement in accordance with Clause 40;

6.2.8 consider and grant derogations in accordance with Clause 41;

6.2.9 Approve or Disapprove Parties and, in the case of a Supplier, make recommendations to the Authority in relation to whether that Supplier should be allowed to start applying for Registration of Metering Points in accordance with Clause 11;

6.2.10 participate in and (subject to Clause 8) undertake to provide further funding for other relevant industry bodies;

6.2.11 consider Operational Issues and make recommendations in relation thereto;

6.2.12 consider, approve and authorise the licensing, sub-licensing or otherwise dealing with Intellectual Property (as defined in paragraph 1.1 of Schedule 11) together with any intellectual property belonging to MRASCO, for any use which does not hinder, delay or frustrate, in any way whatsoever, supply competition and settlement in the electricity industry in the United Kingdom.

6.2.13 consider, approve and authorise:

- (A) the entering into by MRASCO of any contract, agreement or arrangement whereby MRASCO procures the performance by a third party contractor of activities which might otherwise be performed by the Secretariat under this Agreement;
- (B) the transfer, assignment, leasing, licensing or other dealing by MRASCO of any of the property, rights and/or liabilities of MRASCO relating to the performance of such activities prior to the commencement of such contract or arrangement to any such third party contractor to the extent MEC considers necessary or desirable to enable the performance by the third party contractor of such activities;
- (C) the termination, substitution, replacement or modification of, and/or any Variation to, a Services Agreement;
- (D) the giving or granting of consent to the entry into any contract, arrangement or agreement by a party to a Services Agreement with a third party (whether by way of a sub-contract, delegation or otherwise) under which any or all of the activities which might otherwise be performed by the Secretariat are to be performed by that third party;
- (E) the entering into by MRASCO, on behalf of Suppliers, of any contract, agreement or arrangement whereby MRASCO procures the establishment, operation, and/or maintenance by a third party contractor of the Central Charge Database; ~~and~~
- (F) any applications from potential Green Deal Interested Persons and potential users of the Central Charge Database to access and use the Central Charge Database; and
- (G) the collection of quarterly fees from Green Deal Providers under the Green Deal Arrangements Agreement on behalf of those Suppliers who are a party to the Green Deal Arrangements Agreement in the capacity of a “Supplier”, and the distribution of those quarterly fees amongst those Suppliers;

6.2.14 monitor and manage the performance and day to day operation of any Services Agreement and any agreement entered into under Clause 6.2.13(E) and to perform all the functions, exercise any discretions or make any decisions attributed to it in a Services Agreement.

MEC Membership

6.3 MEC shall consist of the following representatives (“**MEC Members**”) from the following categories:

6.3.1 one MEC Member (the “**Distribution Business Member**”) appointed by the Distribution Businesses;

6.3.2 two MEC Members (the “**Supplier Members**”) appointed by the Suppliers; and

6.3.3 one MEC Member (the “**BSC Member**”) appointed by the BSC Agent.

A MEC Member appointed pursuant to Clauses 6.3.1 and 6.3.2 shall be an employee of either one of the parties, or an affiliate of one of the parties, within the category of parties that is entitled to appoint the relevant MEC Member. No individual may simultaneously be appointed as the MEC Member or alternate for more than one of the categories pursuant to Clauses 6.3.1 to 6.3.3.

6.4 All MEC Members except the BSC Member shall be appointed in accordance with the election procedures set out in Clause 6.6.

6.5 The BSC Member shall be appointed by the BSC Agent who shall, no later than 10 Working Days before 1st September in each year, inform the Secretary of the appointment.

6.6 No later than 40 Working Days before 1st September in each year:

6.6.1 each Distribution Business may propose to the Secretary one candidate for election as the Distribution Business Member;

6.6.2 each Supplier may propose to the Secretary one candidate for election as a Supplier Member;

and the Secretary shall no later than 30 Working Days before the relevant 1st September notify the list of candidates to each party. Where there is more than one candidate for election as a representative under Clause 6.3.1 or more than two candidates for election as representatives under Clause 6.3.2 the parties in the relevant category of party shall be invited by the Secretary to cast votes for their favoured candidate by notice to the Secretary within 10 Working Days of being notified of the list of candidates. Each party in the category of parties which are entitled to vote for the Distribution Business Member shall have the number of votes calculated in accordance with Clause 6.11 or 6.12, as appropriate. Each party in the category of parties which are entitled to vote for the Supplier Members shall have the number of votes calculated in accordance with Clause 6.7.

6.7 Subject to Clauses 6.8, 6.9 and 6.10, the percentage of the vote to which each Supplier shall be entitled (“**Weighted Votes**”) shall be calculated in accordance with the following formula:

MRA

$$V = \frac{N}{SN + X} \times 100$$

where:

"V" means the percentage of the vote to which that Supplier shall be entitled, calculated to two decimal places;

"N" means either:

(i) the number of Metering Points for which the Supplier was Registered on all MPAS Registration Systems in the month preceding the election which shall be determined from the report submitted in respect of that month per MPAS Provider pursuant to Clause 27.6 over all MPAS Registration Systems; or

(ii) one,

whichever is the greater;

"SN" means the total number of Metering Points for which all Suppliers were Registered, contained on all MPAS Registration Systems in the month preceding the election which shall be determined from the reports submitted in respect of that month per MPAS Registration System pursuant to Clause 27.6 over all MPAS Registration Systems; and

"X" means the number of Suppliers for whom no Metering Points were Registered on any MPAS Registration Systems in the month preceding the election which shall be determined from the report submitted in respect of that month per MPAS Registration System pursuant to Clause 27.6 over all MPAS Registration Systems.

6.8 If, pursuant to the formula set out in Clause 6.7 any Supplier has in excess of 20% of the vote to which all Suppliers are entitled pursuant to Clause 6.7 ("**Total Weighted Vote**"), the percentage of the vote to which such Supplier is entitled shall be reduced by such percentage of the vote ("**Extra Votes**") as will give that Supplier 20% of the Total Weighted Vote, such Extra Votes to be reallocated to the remaining Suppliers in accordance with Clause 6.9 and added to each such Supplier's Weighted Vote calculated in accordance with Clause 6.7.

6.9 Any Extra Votes shall be reallocated to each of the other Suppliers who have less than 20% of the vote in accordance with the following formula:

$$EXV = EV \times \frac{N}{XN + X}$$

where:

"EXV" means the additional percentage of the vote which is added to that Supplier's vote calculated in accordance with Clause 6.7, calculated to two decimal places;

MRA

"EV" means the aggregate percentage of Extra Votes available for reallocation in accordance with Clause 6.8;

"N" means either:

- (i) the number of Metering Points for which the Supplier was Registered on all MPAS Registration Systems in the month preceding the election which shall be determined from the report submitted in respect of that month per MPAS Registration System pursuant to Clause 27.6 over all MPAS Registration Systems; or
 - (ii) one,
- whichever is the greater;

"XN" means the number of Metering Points contained on all MPAS Registration Systems in the month preceding the election which shall be determined by summing the total number of Metering Points for each of the Suppliers whose vote has not been reduced in accordance with Clause 6.8 or 6.10 and shall be determined from the report submitted in respect of that month per MPAS Registration System pursuant to Clause 27.6 over all MPAS Registration Systems; and

"X" means the number of Suppliers for whom no Metering Points were Registered on any MPAS Registration Systems in the month preceding the election which shall be determined from the report submitted in respect of that month per MPAS Registration System pursuant to Clause 27.6 over all MPAS Registration Systems.

6.10 Where, as a result of the reallocation of Extra Votes in accordance with Clause 6.9, any Supplier has in excess of 20% of the Total Weighted Vote, the Extra Votes shall be reallocated in accordance with Clauses 6.8 to 6.10, *mutatis mutandis*.

6.11 The percentage of the vote to which each Distribution Business who has less than 750,000 Registered Metering Points on their MPAS Registration System shall be entitled ("**Weighted Votes**"), shall be calculated in accordance with the following formula:

$$V = \frac{M}{SN + R} \times 100$$

where:

"V" means the percentage of the vote to which that Distribution Business shall be entitled, calculated to two decimal places;

"M" means either:

- (i) the number of Registered Metering Points which the Distribution Business has on its MPAS Registration System in the month preceding the election; or

(ii) one,

whichever is the greater;

“**SN**” means the total number of Registered Metering Points contained on all MPAS Registration Systems in the month preceding the election; and

“**R**” means the number of Distribution Businesses for whom no Metering Points were Registered on any MPAS Registration Systems in the month preceding the election.

- 6.12 The percentage of the vote to which each Distribution Business who has more than 750,000 Registered Metering Points on its MPAS Registration System shall be entitled (“**Weighted Votes**”), shall be calculated in accordance with the following formula:

$$V = \frac{100 - L}{F}$$

where:

“**V**” means the percentage vote to which that Distribution Business shall be entitled, calculated to two decimal places;

“**L**” means the total percentage vote of Distribution Businesses, who have less than 750,000 Registered Metering Points on their MPAS Registration System; and

“**F**” means the number of Distribution Businesses, who have more than 750,000 Registered Metering Points on their MPAS Registration System.

- 6.13 The Distribution Business candidate that receives the most votes or, where only one candidate is proposed, that candidate, shall be appointed as the Distribution Business Member from 1 September in that year. The two Supplier candidates that receive the most votes or, where only two candidates are proposed, those candidates shall be appointed as the Supplier Members from 1 September in that year.
- 6.14 The Distribution Business Member and the Supplier Members shall retire on 1 September next following their appointment as MEC Members, but each retiree may be a candidate for reappointment in respect of the following year.
- 6.15 Each category of party entitled to appoint a MEC Member pursuant to Clause 6.6 may, where a majority of parties in that category of party agrees, at any time remove the MEC Member from office and elect or appoint another person to be a MEC Member in his place. A category of parties will only have the right to remove from office a MEC Member which it or they have elected or appointed, and will have no right to remove from office any MEC Member elected or appointed by another category of party. Any appointment to replace a MEC Member removed from office pursuant to this Clause 6.15 shall be made in accordance with the procedure set out in Clause 6.6, but on such timescale as the Secretary shall reasonably direct. Only parties who are parties at the point in time when the existing MEC Member is removed pursuant to this clause shall be entitled to nominate candidates and to vote.

- 6.16 If at any time a vacancy arises in any category of MEC Member (other than the BSC Member) otherwise than as a result of retirement in accordance with Clause 6.14 or removal in accordance with Clause 6.15, those parties in the category who are parties at the point in time when the vacancy arises and entitled to appoint such MEC Member may elect a replacement. Any election to replace a MEC Member pursuant to this Clause shall be conducted in accordance with the procedure set out in Clause 6.6, but on such timescale, as the Secretary shall reasonably direct.
- 6.17 If at any time any category of party fails to provide a MEC Member, the Secretary shall request the Authority to make the appointment and the Authority shall have the power, until the category of party has decided upon an appointment and notified the Authority accordingly, to appoint a MEC Member on behalf of that category of party or to remove any such person so appointed by the Authority.
- 6.18 The BSC Agent shall have the right at any time and from time to time to remove from office the BSC Member and shall be entitled to appoint another person to be the MEC Member in his place or to fill any vacancy which arises. Where the BSC Member is replaced the relevant party responsible for replacing him shall ensure that the Secretary is notified of such appointment in writing within 5 Working Days of such change taking effect.

Alternates

- 6.19 Each MEC Member other than the BSC Member shall have the power to appoint any individual who is either an employee of one of the parties, or an affiliate of one of the parties, from the category of party that has appointed him (but who is not employed by his employer [or an affiliate of his employer]), to be his alternate. Each MEC Member may at his discretion remove an alternate so appointed by him and shall remove such an alternate as soon as that individual ceases to be in the employment of one of the parties, or an affiliate of one of the parties, from the category of parties that appointed his appointor. In the event of any alternate's employer having its Electricity Supply Licence or Electricity Distribution Licence revoked by the Authority his appointor shall remove the alternate and appoint a replacement alternate forthwith. The BSC Member shall have the power to appoint any individual to be his alternate and may at his discretion remove an alternate so appointed. Any appointment or removal of an alternate shall be effected by notice in writing executed by the appointor and delivered to the Secretary or tendered at a meeting of MEC. If his appointor so requests, an alternate shall be entitled to receive notice of all meetings of MEC which take place while his appointor is a MEC Member. An alternate shall also be entitled to attend and vote as the MEC Member at any such meeting at which the MEC Member appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as if a MEC Member and for the purpose of the proceedings at the meeting the provisions of this Clause 6 shall apply as if he were a MEC Member.
- 6.20 Every person acting as an alternate shall exercise the voting rights of his appointor. Execution by an alternate of any resolution in writing of MEC shall, unless the notice

of his appointment provides to the contrary, be as effective as execution by his appointor.

6.21 When a MEC Member ceases to be a MEC Member for any reason, provided that the alternate's employer is still a party and has not had its Electricity Supply Licence or Electricity Distribution Licence revoked, the alternate shall discharge all the functions, powers and duties of his appointor until a replacement MEC Member is appointed pursuant to Clause 6.16.

6.22 References in this Clause 6 to a MEC Member shall, unless the context otherwise requires, include his duly appointed alternate.

The MEC Chairman

6.23 The MEC Chairman shall be a MEC Member and shall be appointed by a simple majority of the MEC Members.

6.24 The MEC Chairman may at any time be removed from office by a simple majority of MEC Members.

6.25 The MEC Chairman shall preside at every meeting of MEC at which he is present. If the MEC Chairman is unable to be present at a meeting, he may nominate another MEC Member (or any alternate appointed pursuant to Clause 6.19) to act as MEC Chairman. If neither the MEC Chairman nor his alternate is present within half an hour after the time appointed for holding the meeting, the MEC Members present may appoint any of their number to be the MEC Chairman of that meeting.

6.26 The MEC Chairman, or the person appointed to act as the MEC Chairman in accordance with Clause 6.25, shall be entitled to vote in his capacity as a MEC Member. The MEC Chairman shall in no circumstances be entitled to an extra or casting vote.

The Secretary

6.27 The Secretary shall be appointed to or removed from office by a resolution of MEC Members. The Secretary shall be entitled to speak but not to vote on any issue at a MEC meeting or MRA Forum meeting.

6.28 The Secretary's duties shall be to facilitate MEC and any industry body approved by MEC and in particular to:

6.28.1 attend to the requisition of meetings and to serve requisite notices;

6.28.2 maintain a register of names and addresses of MEC Members and alternates as appointed from time to time;

6.28.3 keep minutes of all meetings; and

6.28.4 circulate all relevant papers.

Meetings

- 6.29 MEC shall hold meetings at such times as it may decide but in any event shall meet at least once every three months. The venue for meetings shall be determined by the MEC Members from time to time.
- 6.30 Any MEC Member may, by giving notice in writing to the Secretary, request the Secretary to requisition further meetings. The notice given to the Secretary shall contain a list of matters to be included in the agenda of the meeting to be convened pursuant to this paragraph. The Secretary shall proceed to convene a meeting of MEC within;
- 6.30.1 10 working Days of such a notice, or
- 6.30.2 where the MEC Member specifies that the matter is urgent, as soon as a reasonably practicable after receipt of such a notice (and in any event within 5 Working Days of such a notice).

and the Secretary shall include in the meeting agenda the matters specified by the MEC Member. Event of Default Meetings (which are subject to Clause 36.16) may not be convened pursuant to this Clause 6.30.

- 6.31 A quorum will be the Distribution Business Member and two Supplier Members and:
- 6.31.1 where matters which relate to or affect the BSC Requirements are to be considered, the BSC Member.

Notice of Meetings

- 6.32 All meetings of MEC shall be convened by the Secretary. Save for Event of Default Meetings (which are subject to Clause 36.16) and for meetings that are subject to Clause 6.31.2, the Secretary shall convene meetings on at least 10 Working Days' prior notice.
- 6.33 Save for Event of Default Meetings (which are subject to Clause 36.17), the notice of each meeting shall contain the time, venue and confirmation of date of the meetings and an agenda and any available supporting papers which shall be given to each MEC Member and to all parties. Where the agenda contains an item relating to a Green Deal Matter, the Secretary shall circulate the notice (and any available supporting papers relating to that agenda item) to the secretary to the GDAA Panel.
- 6.34 By notice to the Secretary, any MEC Member may request matters to be considered at a meeting. Provided that such notice is given at least 5 Working Days before the date of the meeting, and provided that such matters should not properly be considered at an Event of Default Meeting, those matters will be included in the agenda for the meeting. If necessary, the Secretary shall circulate a revised agenda to each MEC Member and all parties as soon as practicable.

- 6.35 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, a person entitled to receive notice shall not invalidate the proceedings of that meeting.

Proceedings of Meetings

- 6.36 MEC may meet for the transaction of business, and adjourn and otherwise regulate its meetings as it thinks fit, but shall at all times act reasonably and in compliance with the other provisions of this Clause 6.

Representation and Voting

- 6.37 Each MEC Member shall be entitled to attend, speak and, where entitled, vote, at every meeting of MEC. The Authority shall be entitled to send a representative to any meeting who shall be entitled to speak but not to vote on any issue. The Data Transfer Service Controller shall be entitled to send a representative to any meeting that discusses changes to the Data Transfer Catalogue, such representative to be entitled to speak but not vote on any issue. Any MEC Member may from time to time invite other persons who have relevant technical expertise to any meeting. Such person shall be entitled to speak but not vote on any issue.
- 6.37A Where an agenda item at a meeting relates to a Green Deal Matter, the Secretary shall, by notice to the secretary of the GDAA Panel, invite the chairperson of the GDAA Panel to attend that part of the meeting that relates to that agenda item. The chairperson may appoint an alternate to attend in his place. The chairperson (or his alternate) shall be entitled to speak but not vote on any issue.
- 6.38 Where any MEC Member invites any other person to attend a MEC Meeting pursuant to Clause 6.37, he or she shall, prior to the commencement of the meeting, obtain from that person an appropriate written undertaking to treat the proceedings of that MEC meeting as confidential.
- 6.39 All decisions of the MEC shall be by resolution. Subject to Clause 6.41, for a resolution put to the vote of any meeting of MEC to be passed, it shall require the unanimous support of all MEC Members present at the meeting and entitled in accordance with Clause 6.40 to vote in relation to that resolution.
- 6.40 The BSC Member shall be entitled to vote only in relation to resolutions which the BSC Member reasonably considers relate to or affect the BSC Requirements. In all cases where the BSC Member votes, he or she shall state the reasons why he or she considers the resolution relates to or affects the BSC Requirements. All other MEC Members shall be entitled to vote in all cases.
- 6.41 A resolution in writing signed by or on behalf of all the MEC Members entitled to vote in relation to that resolution shall be as valid and effective as if the same had been passed at a meeting of MEC duly convened and held, and may consist of several instruments in like form executed by or on behalf of one or more MEC Members.

- 6.42 Any resolution passed by MEC shall have no effect until the expiry of any period in which a party is entitled to appeal that decision or until such later date as the terms of such resolution may provide, and, if the decision is appealed, (as provided in Clause 6.45, 6.46 6.47, or 36.26), pending determination of such appeal.

Minutes

- 6.43 Save in respect of Event of Default Meetings (which are subject to Clauses 36.19 and 36.20), the Secretary shall circulate copies of the minutes of each meeting of MEC or any sub-committees of MEC to each MEC Member, all parties and the Authority as soon as practicable (and in any event within 5 Working Days) after the relevant meeting has been held. If any MEC Member disagrees with any item of the minutes, he shall, within 5 Working Days of receipt of the minutes, notify the Secretary of those items with which he disagrees, and the Secretary shall incorporate those items upon which there is disagreement into the agenda for the next following meeting of MEC, as the first item for resolution.
- 6.43A The Secretary shall, for each meeting of MEC and any sub-committee of MEC, and to the extent the meeting concerns (in whole or in part) a Green Deal Matter, circulate copies of the relevant part of the minutes to the secretary to the GDAA Panel (and the parties acknowledge that such copies may be disclosed to the parties to the Green Deal Arrangements Agreement).
- 6.44 Save in respect of Event of Default Meetings (which are subject to Clause 36.21), the Secretary shall maintain a record of all resolutions voted on by MEC, indicating how each MEC Member voted on each resolution and shall make such record available on request to any party.

Appeals

- 6.45 Without prejudice to Clause 6.31, where any resolution is passed by any meeting of MEC at which:
- 6.45.1 the BSC Member is not present and is a resolution which, in the reasonable opinion of the BSC Member, affects or relates to the BSC Requirements, and is not a resolution in favour of which the BSC Member would have voted

the BSC Member may, within 10 Working Days after receipt of minutes of the MEC meeting setting out such resolution pursuant to Clause 6.43, appeal the MEC decision to the MRA Forum for its determination by giving notice in writing to the Secretary of such appeal.

Pending the outcome of any such appeal, the relevant decision shall have no effect.

- 6.46 Where any resolution put to the vote at any meeting of MEC is not passed, MEC shall, if requested by any MEC Member who voted in favour of such resolution within 10 Working Days after receipt of the minutes of the MEC meeting setting out such resolution pursuant to Clause 6.3 appeal the MEC decision to the MRA Forum for its determination.

- 6.47 Where a party reasonably believes that a resolution passed by MEC, or MEC's failure to pass any resolution put to the vote at any meeting of MEC, will or is likely to unfairly prejudice the interests of that party or will cause that party to be in breach of this Agreement or of its licence or the Act, or where the BSC Agent reasonably believes or is advised that such decision will or is likely to unfairly prejudice the interests (which may include the interests under the BSC) of one or more BSC Trading Parties as appropriate, that party or the BSC Agent, as appropriate, may within 10 Working Days, or such longer period as MEC may decide in relation to that resolution, of receiving the minutes of the relevant MEC meeting pursuant to Clause 6.43 appeal the MEC decision to the MRA Forum for its determination.

Pending the outcome of any such appeal, the relevant decision shall have no effect.

- 6.48 Where the BSC Member or the BSC Agent appeals a decision under Clause 6.46 or 6.47, in such appeal the BSC Member or (as the case may be) the BSC Agent may be represented by the BSC Trading Party or BSC Trading Parties on whose behalf he or it has raised the appeal.

Vacation of Office

- 6.49 The office of a MEC Member, other than the BSC Member with respect to Clauses 6.49.3 and 6.49.4, shall be vacated forthwith if:

- 6.49.1 he resigns his office by notice delivered to the Secretary;
- 6.49.2 he fails, in person or by alternate, to attend 3 consecutive meetings of MEC that have been duly convened but have not been held as a result of a lack of quorum due to his (or his alternate's) non-attendance;
- 6.49.3 any party ceases to be a party and he is employed by either i) that party or ii) an affiliate of that party in the category of party that appointed him pursuant to Clauses 6.3.1 to 6.3.2;
- 6.49.4 he ceases to be in the employment of either one of the parties, or an affiliate of one of the parties, in the category of party that has appointed him under Clauses 6.3.1 and 6.3.2; or
- 6.49.5 his employer has had its Electricity Supply Licence or Electricity Distribution Licence revoked.

MEC Member Responsibilities and Protections

- 6.50 Save in relation to Event of Default Decisions (which are subject to Clause 36.14), in the exercise of his powers and the performance of his duties and responsibilities as a MEC Member, the Distribution Business Member and each of the Supplier Members shall represent the interests of the category of party by whom they are for the time being appointed. Each MEC Member shall exercise reasonable skill and care to the standard reasonably expected of a director of a public limited company in the performance of his duties and responsibilities as a MEC Member, provided that the BSC Member shall (save in relation to Event of Default Decisions), be entitled to rely

on the instructions of the BSC Panel in the performance of his duties and responsibilities.

6.51 Save in relation to Event of Default Decisions (which are subject to Clause 36.14), the Distribution Business Member and the Supplier Members shall use their reasonable endeavours to consult as many of the parties that they represent as possible before voting on a matter and shall have a written note available at each meeting to demonstrate the level of such consultation.

6.52 All parties other than the BSC Agent shall jointly and severally indemnify and keep indemnified:

6.52.1 each MEC Member and his alternate (including in his capacity as a director or alternate director of MRASCO);

6.52.2 the Secretary;

6.52.3 the Company Secretary of MRASCO;

6.52.4 each person who serves on a sub-committee established by MEC or the Board of MRASCO;

6.52.5 each member of the Secretariat who is employed by a party; and

6.52.6 each party, or affiliate of that party, which is the employer of any person referred to in paragraphs 6.52.1 to 6.52.5 above,

as between each such party rateably in accordance with the proportions set out in Clauses 8.8 and 8.9 from and against all and any costs (including legal costs), charges, expenses, damages or other liabilities properly incurred or suffered by the person or party in relation to such function or the due exercise of the person's powers, duties or responsibilities under this Agreement (in the case of the Secretariat, as assigned or vested in it by MEC pursuant to Clause ~~6.55~~6.56 and any of its powers, duties or responsibilities under Clause 56) and under or in relation to any GDCC Access Agreement, in all cases including in relation to negligence and all claims, demands or proceedings arising out of or in connection with the same except for any costs and expenses which are recovered in accordance with the procedures set out in Clause 8 and any such costs, charges, expenses, damages or other liabilities which are recovered under any policy of insurance in favour of any or all of the persons and parties referred to in paragraphs 6.52.1 to 6.52.6 or suffered or incurred or occasioned by the wilful default or bad faith of, or breach of contract by (other than this Agreement or any GDCC Access Agreement), the relevant person.

Sub-Committees

6.53 MEC may establish such sub-committees from time to time and consisting of such persons as it considers desirable. Each sub-committee shall be subject to such written terms of reference and such procedures as MEC may determine. A sub-committee's resolution which relates to or affects BSC Requirements shall not be effective unless the BSC Member has voted in favour of the resolution.

MRA

The Authority shall be entitled to send a representative to any meeting of any sub-committee, who shall be entitled to speak but not to vote on any issue.

- 6.54 Resolutions of sub-committees shall not have binding effect unless MEC has formally delegated the decision-making powers to the sub-committee (and then subject to Clause 6.53) or has ratified the resolution in question. The MEC shall be considered as having formally delegated to the Disputes Committee the decision-making powers set out in Clause 40.

Secretariat

- 6.55 MEC may from time to time appoint and remove, or make arrangements for the appointment and removal of, any such person as MEC requires to assist it or any sub-committee of it, the MEC Chairman or Secretary in the proper performance of its or their duties and responsibilities in each such case upon such terms and conditions as MEC sees fit (any such person or persons to be known as the "**Secretariat**").
- 6.56 Any person referred to in Clause 6.55 shall undertake such administrative duties and responsibilities and exercise such powers as MEC may from time to time assign to or vest in any such person.
- 6.57 MEC may make arrangements for the remuneration of any such person as is referred to in Clause 6.55 and the payment of any such person's costs and expenses and the same shall be recovered in accordance with Clause 8.

7 CONSTITUTION OF THE MRA FORUM

Objects

- 7.1 The purpose of the MRA Forum is to act as a forum for representing the views of parties or, in the case of the BSC Agent, the views of BSC Trading Parties on any matter relating to the Services or this Agreement, for informing the parties generally regarding the operation of the Services and of this Agreement, and to determine any matters from time to time referred to it by MEC.

Membership

- 7.2 Each Distribution Business shall be entitled to send one duly authorised representative to attend any meeting of the MRA Forum on its behalf to represent it ("**Distribution Business Representative**") and each Supplier shall be entitled to send one duly authorised representative to attend any meeting of the MRA Forum on its behalf to represent it. ("**Supplier Representative**").
- 7.3 The BSC Agent shall be entitled to send one duly authorised representative to attend any meeting of the MRA Forum ("**BSC Representative**").
- 7.4 Each representative appointed pursuant to Clauses 7.2 and 7.3 shall have the right to speak and to vote at such meetings, provided that the BSC Representative shall be entitled to vote only in relation to resolutions which the BSC Representative reasonably considers relates to or affects the BSC Requirements.

MRA

Proxies

- 7.5 Any representative of a party entitled to attend and vote at any MRA Forum meeting shall be entitled to appoint another person as its proxy to attend, speak and vote in its place.
- 7.6 The instrument appointing a proxy shall be in writing either under seal or under the hand of an officer or attorney duly authorised.
- 7.7 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority shall be deposited at the office of the Secretary or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting of the MRA Forum, not less than 24 hours before the time appointed for the taking of the vote and in default the instrument of proxy shall not be treated as valid.
- 7.8 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"MASTER REGISTRATION AGREEMENT dated 1st June 1998;

We, _____, being a party to the above mentioned agreement, hereby appoint the Chairman of the Meeting (see Note 1);

or, _____ of _____, or failing him,
_____ of _____,

as our proxy to vote for us on our behalf at the MRA Forum meeting to be held on the _____ day of _____ 20__, and at any adjournment thereof.

DECLARATION
OF INTEREST:

INTEREST

NO INTEREST

VOTE:

FOR

AGAINST

NEUTRAL

(see Note 2)

Signed _____

(name _____)

this _____ day of _____ 20__.

Notes

1. A party may appoint a proxy of its own choice. If such an appointment is made, delete the words 'Chairman of the Meeting' and insert the name of the person appointed as proxy in the space provided
 2. If this form is returned without any indication as to how the person appointed as proxy should vote, he may exercise his discretion as to how he votes or whether he abstains from voting."
 3. If more than one resolution is to be considered at a meeting of the MRA Forum, multiple proxy forms may be completed.
- 7.9 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous revocation of the proxy or of the authority under which the proxy was executed, provided that no notice in writing of such revocation shall have been received by the Secretary at his office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Meetings

- 7.10 Meetings of the MRA Forum shall be convened:
- 7.10.1 by the Secretary on the instructions of MEC pursuant to Clauses 6.46 or 8.3 or upon receipt of notice of an appeal pursuant to Clause 6.45 or 6.47;
 - 7.10.2 by a party if the Secretary fails to convene a meeting of the MRA Forum to hear an appeal of that party pursuant to Clause 6.45, 6.46 or 6.47;
 - 7.10.3 by MEC, forthwith upon receipt of a requisition by 4 parties; or
 - 7.10.4 by the BSC Member where it wishes to have considered matters which it reasonably believes relate to or affect the BSC Requirements; or
 - 7.10.5 by the Secretary in any event, at least once every 12 months if no meeting has been convened pursuant to Clauses 7.10.1 to 7.10.4.
- 7.11 Any requisition by parties as referred to in Clause 7.10.3 shall state the objects of the meeting and must be signed by or on behalf of each of the requisitioners and deposited with the Secretary, and may consist of several documents in like form each signed by one or more requisitioners. If MEC does not within 5 Working Days from the date of the deposit of the requisition proceed to convene a meeting of the MRA Forum for a date not later than 15 Working Days after the date of deposit, the requisitioners may themselves convene a meeting provided that such meeting is held within a further 20 Working Days. Any meeting convened in accordance with this Clause shall be convened in the same manner, as nearly as possible, as that in which meetings of the MRA Forum are convened by MEC.

Notice of Meetings

- 7.12 All meetings of the MRA Forum shall be convened on at least 10 Working Days' notice in writing (or such other period of notice as MEC may determine) to those entitled to attend pursuant to Clauses 7.2 and to 7.3.
- 7.13 The notice shall specify the date, time and venue of the meeting, and an agenda setting out the business to be transacted. Notice shall be given to all parties, all MEC Members and the Authority.
- 7.14 The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

Proceedings at Meetings

- 7.15 All business of the MRA Forum shall be transacted at meetings of the MRA Forum.
- 7.16 At the first meeting of the MRA Forum held after 1 April in each year, the MRA Forum shall elect from its number, by simple majority of those representatives present (including by proxy), a person to act as Forum Chairman ("**Forum Chairman**"). The Forum Chairman shall preside at each meeting of the MRA Forum at which he is present. If the Forum Chairman is unable to be present at a meeting of the Forum, the parties who are represented at the meeting shall elect one of their number to act as chairman of that meeting. The chairman of any meeting of the MRA Forum shall not be entitled to any casting vote in his capacity as such.
- 7.17 A quorum at meetings of the MRA Forum shall be:
- 7.17.1 persons representing (including by proxy) 50 percent or more of the total Weighted Votes for all Distribution Business Representatives; and
 - 7.17.2 persons representing (including by proxy) 50 percent or more of the Total Weighted Vote for all Supplier Representatives; and
 - 7.17.3 the BSC Representative, where the meeting is to consider matters which relate to or affect the BSC Requirements.

PROVIDED THAT in the event no persons are present nor proxies received from one of the groups referred to in Clauses 7.17.1 and 7.17.2 it shall be deemed that the matter(s) to be considered at the meeting is (are) of no interest to them ("**Deemed No Interest**") and their absence shall not affect the quoracy of the meeting.

- 7.18 If within half an hour from the time appointed for holding any meeting of the MRA Forum a quorum is not present or during the course of a meeting the meeting becomes inquorate, the meeting shall be adjourned to a time and place reasonably determined by the Chairman and, where the meeting is adjourned until later the same day, communicated to those present at the meeting. Where the meeting is adjourned to another date, notice of the adjourned meeting shall be given to all parties, as if it were a new meeting. If, where the meeting is adjourned to another date, at the adjourned

meeting a quorum is not present within half an hour from the time appointed; those parties represented at the adjourned meeting shall constitute a quorum.

- 7.19 The Forum Chairman at a meeting of the MRA Forum at which a quorum is present may, with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, provided that no business shall be transacted at any adjourned meeting other than the business left unfinished at the previous meeting. When a meeting is adjourned to another date, notice of the adjourned meeting shall be given as if it were a new meeting, but it shall otherwise not be necessary to give notice of an adjourned meeting.

Resolutions and Voting

- 7.20 At any meeting of the MRA Forum, a resolution put to the vote of the meeting shall be taken in such manner as the chairman of the meeting directs and the result of the vote shall be deemed to be the resolution of the meeting and recorded in the minutes.
- 7.21 A declaration by the Forum Chairman of the meeting that a resolution has on a vote been carried or lost and an entry to that effect in the book containing minutes of the proceedings of meetings of the MRA Forum shall be conclusive evidence of the fact.
- 7.22 A resolution of the MRA Forum will be carried where:
- 7.22.1 more than 50% of the total Weighted Votes cast by the Distribution Business Representatives present or represented (including by proxy) at the meeting; and
 - 7.22.2 more than 50% of the Total Weighted Vote cast by the Supplier Representatives present or represented (including by proxy) at the meeting; and
 - 7.22.3 the BSC Representative, where, in the BSC Representative's reasonable opinion, the resolution relates to or affects the BSC Requirements
- are in favour of the resolution.

PROVIDED THAT in the event that all of the Representatives of the Distribution Business or the Suppliers abstain from voting or where there is a Deemed No Interest then either Clause 7.22.1 or 7.22.2, as appropriate, shall be disregarded for the purposes of ascertaining whether a resolution has been carried or otherwise.

- 7.23 On a vote, each Distribution Business Representative shall be entitled to the Weighted Votes of the party whom that person is representing, calculated in accordance with Clauses 6.11 and 6.12. Each Supplier Representative shall be entitled to the Weighted Votes of the party whom that person is representing, calculated in accordance with Clauses 6.7 to 6.10.
- 7.24 The Authority shall be entitled to send a representative to any meeting who shall be entitled to speak but not to vote on any issue.

Minutes

- 7.25 The Secretary shall prepare minutes of all meetings of the MRA Forum and shall circulate copies of such minutes to all parties, each MEC Member and the Authority as soon as practicable (and in any event within 10 Working Days) after the meeting has been held. If any representative disapproves of the minutes, he shall, within 10 Working Days of receipt of those minutes, notify the Secretary of those aspects with which he disagrees and the Secretary shall incorporate those aspects of the minutes upon which there is disagreement into the agenda for the next following meeting of MEC.

Appeals

- 7.26 Where a party reasonably believes that a resolution passed by the MRA Forum pursuant to Clause 7.22 or the MRA Forum's failure to pass any resolution put to the vote at any meeting of the MRA Forum, will or is likely to unfairly prejudice the interests of that party, or will cause that party to be in breach of this Agreement or of its licence or the Act, or where the BSC Agent reasonably believes or is advised that such a decision will or is likely to unfairly prejudice the interests (which may include the interests under the BSC) of one or more BSC Trading Parties, that party or the BSC Agent, as appropriate, may within 10 Working Days of receiving notice of the decision pursuant to Clause 7.25 appeal the matter to the Authority whose decision shall be final and binding. Where an appeal pursuant to this Clause 7.26 is notified to the Authority a copy shall also be issued at the same time to MEC for information. Where the BSC Agent appeals a matter under this Clause on behalf of one or more BSC Trading Parties, in such appeal the BSC Agent may be represented by the BSC Trading Party or BSC Trading Parties on whose behalf he or it has raised the appeal. Pending the outcome of any such appeal, the resolution shall have no effect.

8 COSTS

- 8.1 MEC shall be entitled to recover, in accordance with the procedures set out in this Clause 8:
- 8.1.1 all its reasonable costs and expenses properly incurred, which may include:
 - 8.1.1.1 any general administration costs associated with MEC, the MRA Forum and the Secretariat including any costs incurred in holding any meetings; and
 - 8.1.1.2 any costs and expenses of any consultant or adviser retained by MEC in the proper performance of its or his duties and responsibilities;
 - 8.1.2 the costs of any industry body specified by MEC, where those costs have been approved by MEC.

Preparation and Approval of Budgets

- 8.2 Not earlier than 60 nor later than 40 Working Days before the commencement of each Financial Year , MEC shall circulate to all representatives on the MRA Forum a draft budget for that Financial Year, which shall set out MEC's good faith estimate of the costs that are anticipated to be incurred pursuant to Clause 8.1 over that Financial Year. For the costs referred to in Clause 55.6, the draft budget shall include provision for those costs to be funded in their entirety by Suppliers.

Approval of budgets

- 8.3 The draft budget shall be presented to the MRA Forum for approval by resolution. The MRA Forum may, by resolution, approve the draft budget, or amend the draft budget and approve it as amended. In the event of such MRA Forum resolution not being carried the provisions of Clause 8.4 shall apply. Where the resolution to approve the budget is carried by the MRA Forum such budget shall be the approved budget for that Financial Year and the funding for the MRA Secretariat in accordance with that budget shall be approved.

- 8.4 In the event of a failure of the MRA Forum to approve the form or content of any draft budget, the following provisions shall have effect:

8.4.1 pending resolution of the failure to agree, MEC shall not be entitled to carry out any activities which are the subject of dispute, except insofar as necessary in order to comply with legally binding obligations which it has previously incurred in accordance with this Agreement or insofar as the carrying out of such activities falls within the terms of any previous approved budget; and

8.4.2 the matter shall be referred forthwith to the Authority whose decision as to the contents of the budget shall be final and binding.

Amendments to budgets

- 8.5 During the course of any Financial Year MEC may request any changes to be made to the approved budget. MEC may approve revisions to the approved budget within limits defined from time to time by the MRA Forum. The procedure for the approval of changes greater than those limits shall be the same as that set out in Clauses 8.3 and 8.4 for the approval of a draft budget.

Payment of Costs Incurred

- 8.6 MEC shall approve all costs incurred under Clause 8.1, which have been included in the approved budget for the relevant Financial Year in advance of submitting the same to the Secretariat for payment.
- 8.7 Upon receipt of an invoice or other statement relating to costs which have been approved by or on behalf of MEC in accordance with Clause 8.6, the Secretariat shall pay the amount stated in such invoice or other statement (together with Value Added Tax thereon, if applicable) to such person or persons as MEC shall direct.

Recovery of Costs

- 8.8 For the purposes of Clause 8.10, the amount which each Supplier shall be obliged to pay towards the costs to be incurred in accordance with the most recent approved budget in respect of any Quarter shall be calculated as follows:

$$SP = \sum \left(\frac{Ax C}{T} \times \frac{2}{3} \right) + \left(\frac{Ax SC}{T} \right)$$

where:

SP = the amount due from each Supplier;

A = average number of Metering Points for which the Supplier was Registered on all MPAS Registration Systems across the last three months for which reports pursuant to Clause 27.6 have been submitted per MPAS Registration System which shall be determined by summing the number contained in those three reports over all MPAS Registration Systems and dividing that figure by three;

C = estimated costs for the Quarter included in the most recent budget approved pursuant to Clause 8.3 or 8.4 where those costs are to be borne by Suppliers and Distribution Businesses (excluding, for the avoidance of doubt, costs under Clause 55.6);

SC = estimated costs for the Quarter included in the most recent budget approved pursuant to clause 8.3 or 8.4 where those costs are to be borne by Suppliers only under Clause 55.6; and

T = the average number of Metering Points contained on all MPAS Registration Systems across the last three months for which reports pursuant to Clause 27.6 have been submitted per MPAS Registration System which shall be determined by summing the total number of Metering Points contained in those three reports over all MPAS Registration Systems and dividing that figure by three.

- 8.9 For the purposes of Clause 8.10, the amount which each Distribution Business shall be obliged to pay towards the costs to be incurred in accordance with the most recent approved budget in any Quarter shall be calculated as follows:

- 8.9.1 For Distribution Businesses who have less than 750,000 Registered Metering Points on their MPAS Registration System:

$$PP = \frac{M \times D}{T}$$

where:

PP = the amount due from the Distribution Business;

M = average number of Metering Points on a Distribution Business' MPAS Registration System across the last three months for which reports pursuant to Clause 27.6 have been submitted which shall be determined by summing the number contained in those three reports from its MPAS Registration System and dividing that number by three;

D = is the estimated total Distribution Businesses' costs for the Quarter. (This is a third of the estimated total costs for the Quarter which are to be borne by each category of party and excluding, for the avoidance of doubt costs are to be borne by Suppliers only under Clause 55.6, included in the most recent budget approved pursuant to Clause 8.3 or 8.4); and

T = the average number of Metering Points contained on all MPAS Registration Systems across the last three months for which reports pursuant to Clause 27.6 have been submitted which shall be determined by summing the total number of Metering Points contained in those three reports over all MPAS Registration Systems and dividing that number by three.

8.9.2 For Distribution Business who have more than 750,000 Registered Metering Points on their MPAS Registration System:

$$PP = \frac{D - B}{F}$$

Where:

PP = the amount due from the Distribution Business;

D = is the estimated total Distribution Businesses' costs for the Quarter. (This is a third of the estimated total costs for the Quarter which are to be borne by each category of party and excluding, for the avoidance of doubt, costs which are to be borne by Suppliers only under Clause 55.6, included in the most recent budget approved pursuant to Clause 8.3 or 8.4);

B = The total amount due from those Distribution Businesses who have less than 750,000 Registered Metering Points on their MPAS Registration System; and

F = The total number of Distribution Businesses who have more than 750,000 Registered Metering Points on their MPAS Registration System.

- 8.10 The Secretariat shall arrange for collection from Distribution Businesses and Suppliers of their respective proportionate share of the costs to be incurred in accordance with the most recent approved budget in any Quarter, calculated in accordance with Clauses 8.8 and 8.9, as appropriate, (together with Value Added Tax thereon, if applicable) in accordance with such procedures as may be agreed by MEC from time to time (which may include collection in advance) and Distribution Businesses and Suppliers shall comply with such collection procedures and, in particular, shall pay the amounts which that Distribution Business or Supplier is obliged to pay within the time period prescribed by such procedures, following the receipt of an invoice or other statement issued by the Secretariat.
- 8.11 Within 20 Working Days of the 1 April in each Financial Year the Secretariat shall calculate each Distribution Business and each Supplier's proportionate share, in accordance with the proportions set out in Clauses 8.8 and 8.9, of the actual costs incurred during the previous Financial Year and shall reconcile them against amounts paid by each Distribution Business and each Supplier in respect of estimated costs pursuant to Clause 8.10. Where the aggregate amount paid by the Distribution Business or Supplier in accordance with Clause 8.10 in respect of the previous Financial Year is greater than the aggregate amount as calculated in accordance with this Clause 8.11 in respect of that Distribution Business or Supplier, the Secretariat shall reimburse that Distribution Business or Supplier (as appropriate) with the difference by means of a credit against the invoice to be raised pursuant to Clause 8.10 in respect of the second quarter of the current Financial Year.

Audit

- 8.12 MEC shall arrange for the costs incurred pursuant to Clause 8.1 to be audited by a firm of chartered accountants on an annual basis. MEC shall copy the auditor's report to all parties within 15 Working Days of receipt.

Review of Cost Recovery Mechanism

- 8.13 Each party acknowledges that the cost recovery mechanism included in this Clause 8 has been agreed to on the basis that the scope of this Agreement is limited to those activities that are described in this Agreement. Each party agrees to review the cost recovery mechanism included in this Clause 8 if the scope of this Agreement (as so described and provided for) is materially amended.

9 CHANGE CONTROL

External Inconsistencies and Conflicts with the Balancing and Settlement Code

- 9.1 Each of the parties hereby acknowledges and agrees the desirability of achieving and maintaining consistency and the absence of conflict between the provisions of this Agreement and the Balancing and Settlement Code but recognise that it will not in all circumstances be possible to avoid inconsistency or conflict.
- 9.2 If at any time there is any conflict between the Priority Provisions (as interpreted in the context of this Agreement) and the equivalent provisions contained in the

Balancing and Settlement Code (as interpreted in the context of that agreement) the parties agree that:

- 9.2.1 if and for so long as a party complies with the Priority Provisions, it will not be in breach of its obligations under the BSC in respect of those provisions which are in conflict with the Priority Provisions; and
- 9.2.2 until such time as such conflict is resolved through the procedures set out in this Clause 9 and the equivalent procedures in the BSC, the Priority Provisions shall prevail over the equivalent provisions in the BSC with which they are in conflict, provided that nothing in this Clause 9.2 shall prejudice the form or content of any proposed change to resolve the conflict.

Change Co-ordination

- 9.3 Subject to Clause 9.25, the parties agree that no changes to the Priority Provisions shall be made under this Agreement without first ensuring that the relevant procedures to change the corresponding provisions under the BSC have been complied with and the change has been approved under the BSC (or, where applicable, by the Authority).
- 9.4 MEC shall be responsible for liaising with the appropriate forum under the Balancing and Settlement Code to ensure the co-ordination of the implementation of changes to the Priority Provisions within the agreed timescales (and to this end shall establish appropriate joint working arrangements with such a forum).
- 9.4A MEC shall be responsible for liaising with the GDAA Panel to seek to ensure the co-ordination of the implementation of changes to the Green Deal Matters within the agreed timescales (and to this end shall establish appropriate joint working arrangements with GDAA Panel).

Changes to the Authority's Requirements and Consideration of the Authority's requests

- 9.5 Subject to Clause 9.25, the parties acknowledge and agree that, notwithstanding any other provision of this Agreement, no amendment to or variation of any of the matters dealt with in any of the following provisions of this Agreement shall take effect without the prior written consent of the Authority:
 - 9.5.1 Clauses 4.4, 6.1 to 6.18 (inclusive), 6.31, 6.37, 6.39 to 6.42, (inclusive), 6.45 to 6.47 (inclusive), 6.50 to 6.57 (inclusive), 7.1 to 7.4 (inclusive), 7.22 to 7.26 (inclusive), 8, 9.5, 9.6, 9.20, 9.18A to 9.18D (inclusive), 11.7, 11.9, 11.10, 12.1, 13, 14, 15, 16, 18.14, 18.15, 21.1A, 24.3, 24.18, 26, 27.1. 29, 36, 55, Schedule 2, Schedule 5 and Schedule 7;
 - 9.5.2 any change to any definitions in Clause 1.1 which may materially affect the provisions in the Clauses set out in Clause 9.5.1; or
 - 9.5.3 any provision of this Agreement which requires or permits any matter to be referred to the Authority for approval, consent, direction or decision or confers any rights or benefits upon the Authority.

- 9.6 MEC shall:
- 9.6.1 give due and prompt consideration to any matter referred to it in writing by the Authority;
 - 9.6.2 advise the Authority in writing of any decision or action of MEC and the MRA Forum in relation to any matter;
 - 9.6.3 if reasonably requested by the Authority, give the Authority in writing reasons for such decision or action; and
 - 9.6.4 if reasonably requested by the Authority (having regard, in particular, to the resources available to MEC), in relation to any proposal by the Authority for a change to any provision of this Agreement provide or procure the provision of advice and assistance to the Authority as soon as reasonably practicable as to the implications of the change and the actions necessary to implement it (including any relevant impact assessment).

Changes to Priority Provisions - MRASCO Led

- 9.7 Any party that wishes to change the Priority Provisions may submit a Change Proposal to MEC requesting that such change be made.
- 9.8 Subject to Clause 9.19, where MEC receives a Change Proposal pursuant to Clause 9.7, it shall copy such request to all parties, any other Interested Industry Participants (including the Data Transfer Service Controller where the Change Proposal affects the Data Transfer Catalogue and Green Deal Interested Industry Participants where the Change Proposal relates to a Green Deal Matter) and the relevant forum under the Balancing and Settlement Code (if the change relates to or affects the Priority Provisions of the BSC Requirements) for consideration. Such notification shall indicate the timescale for submitting comments.
- 9.9 MEC shall collate all comments received within the proposed timescale indicated in the notification under Clause 9.8. MEC shall copy all comments and the results of any impact assessment received to the relevant forums under the Balancing and Settlement Code (if the change relates to or affects the Priority Provisions of the BSC Requirements).
- 9.10 Subject to Clause 9.25, the parties agree that where changes to the Priority Provisions are agreed to under the terms of this Agreement and the BSC (or, where applicable, approved by the Authority), they shall use their reasonable endeavours to ensure that any changes to the BSC are made with effect from the same date as the changes agreed or approved (as the case may be) to this Agreement.

Changes to Priority Provisions – Elexon Limited Led

- 9.11 Where any Change Proposal to the Priority Provisions is proposed under the terms of the BSC or BSC Panel (or the relevant sub-committee of the BSC Panel which is empowered to co-ordinate the change control process under the Balancing and

Settlement Code) shall ensure that a copy of the Change Proposal under the terms of the BSC is copied to MEC for its consideration.

- 9.12 Subject to Clause 9.19, where MEC receives a copy of a Change Proposal pursuant to the terms of Clause 9.11, it shall consider the request and shall provide the relevant forum under the BSC with its comments, if any, on the Change Proposal within the timescale indicated in the copy of the Change Proposal.
- 9.13 The BSC Member shall ensure that all comments received in accordance with the BSC on a Change Proposal to the Priority Provisions proposed under the terms of the BSC, together with any report or results of an impact assessment conducted under the BSC, if any, on a Change Proposal to the Priority Provisions are (subject to any applicable restrictions on disclosure for reasons of confidentiality) provided to MEC. Where a Change Proposal relates to items of the Data Transfer Catalogue which are used exclusively under the Balancing and Settlement Code, MEC shall accept the proposed changes provided that MEC is satisfied that (a) the BSC Agent has [in accordance with the relevant Change Procedure(s)] properly consulted all parties which may be affected by the Change Proposal; (b) the Change Proposal does relate to items of the Data Transfer Catalogue which are used exclusively under the BSC; and (c) the BSC Agent has agreed the Change Proposal.
- 9.14 Subject to Clause 9.25, the parties agree that where changes to the Priority Provisions are agreed to under the terms of this Agreement and the BSC (or, where applicable, approved by the Authority), they shall use their reasonable endeavours to ensure that any changes to this Agreement are made with effect from the same date as the changes agreed or approved (as the case may be) to the BSC.

Changes to Agreement that are not Priority Provisions

- 9.15 Any party, apart from the BSC Agent, may submit a Change Proposal that is not a change to the Priority Provisions to MEC requesting that such change be made.
- 9.16 Subject to Clause 9.19, where MEC receives a Change Proposal pursuant to Clause 9.15, it shall copy such request to all parties, any other Interested Industry Participants (including the Data Transfer Service Controller where the Change Proposal affects the Data Transfer Catalogue and Green Deal Interested Industry Participants where the Change Proposal relates to a Green Deal Matter). Such notification shall indicate the timescale for submitting comments. If the BSC Member notifies MEC that it considers that the Change Proposal relates to the Priority Provisions, then the provisions of Clauses 9.8 and 9.9 shall apply to such change and the provisions of Clauses 9.17 and 9.18 shall not apply.
- 9.17 MEC shall collate all comments received within the proposed timescale indicated in the notification under Clause 9.16.
- 9.18 MEC shall copy all information referred to in Clause 9.17 within 10 Working Days of such comments or result of an impact assessment being received by it, to all parties and any other Interested Industry Participants.

Changes relating to Green Deal Matters

- 9.18A Any party may submit a Change Proposal relating to a Green Deal Matter to MEC, requesting that such change be made.
- 9.18B Subject to Clause 9.19, where MEC receives a Change Proposal pursuant to Clause 9.18A, it shall copy such request to all parties, the Data Transfer Service Controller (where the Change Proposal affects the Data Transfer Catalogue), Green Deal Interested Participants, the secretary to the GDAA Panel and the Secretary of State. Such notification shall indicate the timescale for submitting comments.
- 9.18C MEC shall collate all comments received within the proposed timescale indicated in the notification under Clause 9.18B.
- 9.18D The parties acknowledge and agree that, notwithstanding any other provision of this Agreement, no amendment to or variation of:
- 9.18D1 any Green Deal Matters;
 - 9.18D2 any change to any definitions in Clause 1.1 which may materially affect any of the Green Deal Matters; or
 - 9.18D3 any provision of this Agreement which requires or permits any matter to be referred to the Secretary of State for approval, consent, direction or decision or confers any rights or benefits upon the Secretary of State,
- shall take effect without the prior written consent of the Secretary of State.

MRA Decision Making Process

- 9.19 ~~Where~~Subject to Clauses 5.6 and 5.8, where MEC receives any Change Proposal in accordance with this Clause 9, it may, before copying the Change Proposal to the parties, other Interested Industry Participants or Green Deal Interested Participants as required by Clauses 9.8, 9.12, 9.16 or 9.18B (as the case may be), return the Change Proposal to the party who raised it recommending that the party retract the Change Proposal and refer it to the Secretary as an Operational Issue to be considered in accordance with the Operational Issues Procedures. The party who raised the Change Proposal shall notify the Secretary whether it accepts or rejects MEC's recommendation. If the party who raised the Change Proposal accepts MEC's recommendation, the Change Proposal shall be deemed to have been retracted. If the party does not accept MEC's recommendation, MEC shall copy the Change Proposal to the parties in accordance with Clause 9.8, 9.12, 9.16 or 9.18B (as the case may be) and other industry participants and the remainder of this Clause 9 shall continue to apply to that Change Proposal. ~~¶~~The provisions of this Clause 9.19 shall not apply to a Change Proposal to the BSC received under Clause ~~9.12~~9.12.
- 9.20 ~~Once~~Subject to Clauses 5.6 and 5.8, once the procedures set out in Clauses 9.7 to 9.9 and 9.11 to 9.13 or (as the case may be) 9.15 to 9.18 or ~~9.18~~9.19 have been completed, MEC shall consider such Change Proposal and shall decide whether to accept or reject such Change Proposal in accordance with Clause 6, provided that where the change

relates to items of the Data Transfer Catalogue which are used exclusively under the Balancing and Settlement Code MEC shall, in reaching its decision, take into consideration any recommendation made by the BSC Member. Where MEC decides to accept a Change Proposal, it shall also decide the appropriate process for agreeing and implementing the change, which shall be in accordance with procedures for implementation agreed by MEC in accordance with Clause 9.23, but in any event shall include the parameters for:

- 9.20.1 timing of the process and, subject to clauses 9.3, 9.4, 9.4A, 9.10 and 9.14 the timing of the implementation;
- 9.20.2 the need for any sub-committees and the terms of reference for any such sub-committee; and
- 9.20.3 the process for agreeing the final form of the change and the manner in which the change should be made,

such process to be subject to the provisions of Clauses 6 and 7, provided that where a decision relates to a change to items used under the Data Transfer Catalogue which are not used under the Balancing and Settlement Code, any industry participant affected by such change shall be entitled to appeal such decision pursuant to Clause 6.47 and Clause 7.26, notwithstanding that the industry participant is not a party to this Agreement. Once the final form of the change has been agreed or determined, the provisions of this Agreement or the relevant MRA Product (as the case may be) shall be amended in accordance with the resolution of MEC or, where such decision is appealed, as determined by the MRA Forum or the Authority (as the case may be).

Settlement Requirement Change Proposal Acceptance or Rejection

- 9.21 Where a Change Proposal to the Priority Provisions of the BSC Requirements is accepted pursuant to the procedures set out in Clause 9.20 and the Change Proposal is accepted by the relevant forum under the Balancing and Settlement Code (or approved by the Authority, as applicable) (if the change affects the Priority Provisions of the BSC Requirements), the Priority Provisions of the BSC Requirements shall be amended according to the resolution of MEC accepting the change within an appropriate timescale.
- 9.22 Where either:
 - 9.22.1 a Change Proposal to the Priority Provisions of the BSC Requirements has been accepted pursuant to the procedures set out in Clause 9.20 but the equivalent Change Proposal to the Balancing and Settlement Code is rejected by the relevant forum under that Agreement (or by the Authority, as applicable); or
 - 9.22.2 a Change Proposal to the Priority Provisions of the BSC Requirements has been rejected pursuant to the procedures set out in Clause 9.20, but the equivalent Change Proposal to the Balancing and Settlement Code is

accepted by the relevant forum under that Agreement (or approved by the Authority, as applicable),

the Priority Provisions of the BSC Requirements shall not be amended pursuant to the Change Proposal.

Procedures

- 9.23 MEC shall agree and issue appropriate procedures in relation to Change Proposals submitted pursuant to this Clause 9 (which procedures shall be subordinate to and shall not be inconsistent with the procedures set out in Clauses 6, 7 and 9), and the parties agree to comply with those procedures as issued from time to time.

Emergencies

- 9.24 Where any change is proposed to this Agreement pursuant to the terms of this Clause 9 which MEC decides is of an urgent nature; and is a change which should be accepted, MEC may decide to reduce the timescales set out in this Clause 9 accordingly.

Secretary of State Changes

- 9.25 Each of the parties hereby agree that any modification to this Agreement which is directed by the Secretary of State using powers arising from the Act or other Relevant Instrument shall not be considered a Change Proposal and shall be implemented without the application of any other requirements of this Clause 9, notwithstanding that nothing in this Clause 9.25 shall preclude the Change Procedures being revised to include reference to processing modifications implemented through SoS Modifications. Specifically, the following Clauses shall not be invoked:

- i. Change Co-ordination – Clauses 9.3 to 9.4A
- ii. Changes subject to the prior written consent of the Authority pursuant to Clause 9.5
- iii. The MRA decision making process pursuant to Clause 9.20
- iv. Any other Clause which relates to the processing of a Change Proposal

Where a notification directing a SoS Modification is received, MEC shall notify parties to this Agreement within 5 Working Days of receiving such a notification. MEC shall implement the SoS Modification and the provisions of this Agreement or the relevant MRA Product (as the case may be) shall be amended in accordance with the SoS Modification on the effective date contained within the notification from the SoS or associated SoS Modification, and having regard to any commencement order applicable; or, in the absence of an effective date within the notification or SoS Modification, within [90] Working Days of receiving such notification.

10 MRA PRODUCTS AND OPERATIONAL ISSUES

- 10.1 The Data Transfer Catalogue as at the date of this Agreement shall be initialled by MEC Members for the purposes of identification at the first meeting of MEC.
- 10.2 Each of the parties agrees with each of the other parties that each party shall be entitled to use the Data Transfer Catalogue as contemplated by this Agreement, the Data Transfer Service Agreement, the BSC and each other agreement between two or more parties which requires or permits the use of the Data Transfer Catalogue.
- 10.3 Any party or other industry participant may raise an Operational Issue by written notification to the Secretary.
- 10.4 MEC shall agree and issue appropriate procedures to allow the consideration of Operational Issues which may be raised pursuant to this Clause 10 by the parties (“**Operational Issues Procedures**”) (which procedures shall be subordinate to and shall not be inconsistent with the procedures set out in Clauses 6, 7 and 9) and the parties, where they refer an Operational Issue to the Secretary in accordance with this Clause 10, agree to comply with those procedures as amended from time to time.
- 10.5 For the avoidance of doubt, nothing in Clause 9 or this Clause 10 shall prevent any party from raising a Change Proposal regarding any proposed change to this Agreement or the MRA Products at any time.

11 ENTRY ASSESSMENT & RE-QUALIFICATION

- 11.1 An Applicant shall, by notice in writing to MEC, apply to be Approved and, where the Applicant is a Supplier, shall nominate in such application those Market Sectors for which it wishes to be Approved. Where MEC receives such notice, it shall arrange for an Entry Assessment to be completed and, where the Applicant is a Supplier, an Entry Assessment shall be completed for each Market Sector which has been nominated in that Applicant’s notice.
- 11.1.1 Where the proposed location of the Entry Assessment is outside Great Britain, MEC will determine the appropriateness of such location and may propose an alternative.
- 11.1.2 Where the location of the Entry Assessment is outside Great Britain and consequently results in additional costs being incurred over and above those reasonably expected these may be recovered from the Applicant.
- 11.2 A Supplier shall be deemed Approved for those Market Sectors for which it has received notification of approval but shall be required to apply to complete a further Entry Assessment and be Approved by MEC in relation to any additional Market Sectors in which it wishes to Register Metering Points.
- 11.3 MEC may resolve to Approve or Disapprove an Applicant where such Applicant has, in accordance with procedures and guidelines agreed by MEC from time to time, completed an Entry Assessment.

11.3.1 An Applicant may submit a request for full or partial exemption from undertaking an Entry Assessment and, where the applicant is a Supplier, this request may be in relation to a particular Market Sector or Market Sectors. In its consideration of such application MEC may at its discretion determine (i) what (if any) Entry Assessment the Applicant shall undertake; and (ii) what evidence the Applicant will be required to provide to support the application.

PROVIDED THAT MEC shall only resolve to Approve an Applicant where, in MEC's reasonable opinion, that Applicant will be able to comply with its obligations under this Agreement. In deciding whether to Approve or Disapprove an Applicant, MEC shall take into account the results of such Entry Assessment (if any) undertaken by that Applicant and the evidence provided in accordance with this Clause 11.3 (where relevant).

11.4 Any Approval given by MEC pursuant to Clause 11.3 may be subject to conditions as MEC sees fit, which conditions may be retracted. An Applicant shall be required to provide MEC with such reasonable information and reports as MEC may require to monitor the Applicant's compliance with any such conditions.

11.5 MEC may establish a sub-committee which shall, taking into account the results of the Entry Assessment (if any) undertaken by an Applicant and any other evidence provided in accordance with Clause 11.3, advise MEC as to whether or not it considers that the Applicant will be able to comply with its obligations under this Agreement.

11.6 Each Applicant undertaking Entry Assessment agrees to comply with the procedures agreed and issued by MEC and acknowledges that Applicants will be allowed to undertake Entry Assessment in the order in which their applications were received by MEC, unless otherwise agreed.

11.7 The sole and exclusive remedy of an Applicant who is dissatisfied with the decision of MEC:

11.7.1 to Approve or Disapprove that Applicant, or amend the conditions on which such Approval is given, pursuant to Clause 11.3 shall be to appeal the matter to the Authority in accordance with this Clause 11.7. To be a valid appeal pursuant to this Clause, the Applicant must:

11.7.1.1 refer the matter to the Authority (with a copy to MEC) within 10 Working Days of receiving notification of MEC's decision pursuant to Clause 11.3;

11.7.1.2 set out in its referral to the Authority the ground or grounds on which the Applicant is appealing the decision, which shall be limited to one or more of the following:

(i) that either MEC or its delegates did not comply with the Entry Assessment procedures;

- (ii) that MEC has given undue weight to particular evidence submitted or to the lack of particular evidence;
- (iii) that MEC has misinterpreted all or some of the evidence submitted in connection with such application;
- (iv) that, where MEC has Approved the Applicant subject to certain conditions, those conditions are inappropriate or unreasonable; or
- (v) that, notwithstanding the Entry Assessment procedures approved by MEC, MEC should not have taken into account the failure by the Applicant to satisfy one or more of the requirements specified in such procedures.

11.7.2 relating to (i) Entry Assessment to be undertaken in accordance with Clause 11.3 and/or (ii) the evidence to be provided in accordance with Clause 11.3 shall be to appeal the matter to the Authority in accordance with this Clause 11.7. The only grounds for such appeal is that MEC has in the Applicant's reasonable opinion imposed excessive requirements upon the Applicant. To be a valid appeal pursuant to this Clause, the Applicant must refer the matter to the Authority (with a copy to MEC) within 10 Working Days of receiving notification of MEC's decision pursuant to Clause 11.3.

11.8 Where MEC receives notice of an appeal pursuant to Clause 11.7, it shall forward to the Authority a copy of the results of Entry Assessment for the relevant Applicant, and any other evidence on which MEC relied in making its decision.

11.9 In making its determination the Authority may:

11.9.1 engage an independent consultant selected by the Authority and may take and rely on the evidence of such independent consultant; and

11.9.2 make a determination that the Applicant should be Approved, Disapproved or Approved subject to such conditions as the Authority may see fit.

11.10 Any determination made by the Authority on an appeal pursuant to this Clause shall be final and binding and may include a provision requiring the Applicant or MEC to pay the reasonable costs incurred by the Authority in making the determination. The parties and MEC shall promptly give effect to such determination. Save for an appeal by the relevant Applicant pursuant to the provisions of Clause 11.7, all other rights of appeal contained in this Agreement are specifically excluded.

Re-Qualification

11.11 Nothing in this Clause 11 shall prevent an Applicant who has not been Approved unconditionally by MEC from re-applying to be Approved at any time.

11.12 Where any MPAS Provider makes or intends to make a Material Change it shall:

MRA

- 11.12.1 undertake the Re-Qualification Procedures; and
 - 11.12.2 at the earliest opportunity and no less than 10 Working Days before implementing the Material Change, notify MEC of the Material Change in the form specified in the Re-Qualification Procedures.
- 11.13 Where a nominated associate enters into an Accession Agreement pursuant to Clause 37.2.3 and such Accession Agreement is agreed by MEC pursuant to Clause 4 and provided that no Material Change has been made, the new party shall not be required to undertake Entry Assessment and shall be considered an Approved party. Where a Material Change has or is intended to be made the new party shall act in accordance with Clause 11.12.

PART III: MPAS TECHNICAL CONSTRAINT, SERVICE AVAILABILITY AND SERVICE LEVELS

12 MPAS TECHNICAL CONSTRAINT

- 12.1 Each MPAS Provider shall ensure that its MPAS Registration System enables only one Supplier to be Registered as responsible for supplying any Metering Point for a particular day.
- 12.2 Each MPAS Provider shall ensure that it meets in full the requirements in relation to Qualification as set out in Section J of the BSC.

13 SERVICE AVAILABILITY

- 13.1 Each MPAS Provider shall provide, operate and maintain its MPAS Registration System or, as the case may be procure that its MPAS Registration System is provided, operated and maintained in accordance with Good Industry Practice and, subject to Clause 13.3, shall use its reasonable endeavours to ensure that staff are available between 09:00 hours and 18:00 hours on all Working Days to receive requests pursuant to Clauses 19, 20.12, 22.1, 23.1, 25.1, 27.2 and 27.3 and to respond to queries from Suppliers in relation to the provision of Services.
- 13.2 Each MPAS Provider shall use its reasonable endeavours to ensure that any planned suspensions in the operation of its MPAS Registration System(s) are scheduled so that there is the minimum amount of disruption to the provision of MPAS. Each MPAS Provider shall provide the Suppliers and Data Aggregators with as much notice as possible of any planned suspension in the availability of its MPAS Registration System.
- 13.3 In the event of any unplanned suspension in the operation of its MPAS Registration System(s), an MPAS Provider shall treat the suspension as an emergency and shall implement its disaster recovery procedures within 48 hours of the start of the suspension. The MPAS Provider shall use its reasonable endeavours to make its MPAS Registration System available again as quickly as possible.
- 13.4 Any failure of an MPAS Provider to comply with the provisions of Clauses 13.2 and 13.3 shall not relieve that MPAS Provider from the application of the service levels referred to in Clause 14 except where such failure is due to a circumstance of Force Majeure in which case the provisions of Clause 39 or 46 shall apply.

14 SERVICE LEVELS AND LIQUIDATED DAMAGES

Service Levels

- 14.1 Save as otherwise provided in this Agreement, each MPAS Provider shall use its reasonable endeavours to ensure that notifications of any one type which it receives shall be processed in the order in which they were received.
- 14.2 Where an MPAS Provider receives any notification pursuant to any of Clauses 15.9, 15.15, 16.8, 16.15, 16.16, 16.17, 17.2, 20.5, 20.8, 20.10, 20.11, 21.1, 24.3, 24.8,

- 24.14, 24.15, 24.16 or the Objection Resolution Period has elapsed under Clause 16.20, it shall notify the relevant persons listed in those Clauses, or for notifications received under Clauses 21.1 and 24.8, the persons listed in Clauses 21.2 and 24.13 respectively (except for its Distribution Business) in the manner contained in Clause 14.4.
- 14.3 Where an MPAS Provider receives any notification pursuant to Clause 24.9, it shall not process such notifications until the procedures agreed by MEC pursuant to Clause 14.15 have been satisfied.
- 14.4 Each MPAS Provider shall produce the notifications required under the Clauses listed in Clause 14.2 in accordance with the requirement set out in Clause 28.2 in response to any notifications received by 18:00 hours on a Working Day or in response to the elapsing of the Objection Resolution Period on a particular Working Day ("**Message Receipt Working Day**") and, subject to Clauses 14.5 and 14.6, shall operate its MPAS Registration System (or procure that its MPAS Registration System is operated) with the intent to deliver the total number of such notifications ("**Total Daily Processing**") to its Gateway by 06:00 hours on the following Working Day or as soon as reasonably practicable thereafter.
- 14.5 For the purposes of fulfilling its obligations in respect of the BSC Requirements, each MPAS Provider shall ensure that:
- 14.5.1 the Total Daily Processing will be processed and delivered to its Gateway at a time not later than 06:00 hours on the first Working Day following the Message Receipt Working Day provided that it shall not be in breach of this obligation if it fails to meet this target on not more than six Working Days during each Quarter;
- 14.5.2 if the target in Clause 14.5.1 is not met, the Total Daily Processing will be processed and delivered to its Gateway at a time not later than 06:00 hours on the second Working Day following the Message Receipt Working Day provided that it shall not be in breach of this obligation if it fails to meet this target on not more than one Working Day during each Quarter;
- 14.5.3 if the target in Clause 14.5.2 is not met, the Total Daily Processing will be processed and delivered to its Gateway at a time not later than 06:00 hours on the third Working Day following the Message Receipt Working Day.
- 14.6 For the purposes of fulfilling its obligations in respect of Suppliers, each MPAS Provider shall:
- 14.6.1 use its reasonable endeavours to ensure that on not more than 4 Working Days during each Quarter, the Total Daily Processing will be processed and delivered to its Gateway at a time later than 06:00 on the first Working Day following the Message Receipt Working Day;
- 14.6.2 ensure that on not more than 5 Working Days during each Quarter, the Total Daily Processing will be processed and delivered to its Gateway at a time

later than 06:00 hours on the first Working Day following the Message Receipt Working Day;

- 14.6.3 ensure that on not more than 1 Working Day during each Quarter, the Total Daily Processing will be processed and delivered to its Gateway at a time later than 06:00 hours on the second Working Day following the Message Receipt Working Day; and
 - 14.6.4 ensure that on no occasion during each Quarter, the Total Daily Processing will be processed and delivered to its Gateway at a time later than 06:00 hours on the third Working Day following the Message Receipt Working Day.
- 14.7 In order to determine whether the relevant MPAS Provider has fulfilled the requirements set out in each of Clauses 14.5 to 14.6, it shall note the time on the Working Day when the Total Daily Processing is delivered to its Gateway in relation to the Message Receipt Working Day relevant to that Total Daily Processing.
 - 14.8 Each MPAS Provider shall measure its performance against the requirements set out in Clauses 14.5 and 14.6 over each Quarter provided that where there are breaches of the requirements in Clauses 14.6.3 and 14.6.4, the breach shall be deemed to have occurred in the Quarter in which the second Working Day following the Message Receipt Working Day occurred.
 - 14.9 Each MPAS Provider agrees that it is their long-term objective to achieve a service level ensuring the processing and delivery of the Total Daily Processing by 06:00 hours on the first Working Day following the Message Receipt Working Day.

Elexon Limited Liquidated Damages

- 14.10 Where the number of occasions in any Quarter that an MPAS Provider fails to deliver the Total Daily Processing to its Gateway within the timescales indicated in Clauses 14.5.1 to 14.5.3 exceeds the number of allowable failures indicated in the relevant Clause, that MPAS Provider shall pay the BSC Agent £125 for each such extra occasion on which it has failed to deliver the Total Daily Processing to its Gateway.

Supplier Liquidated Damages

- 14.11 Where the number of occasions in any Quarter that an MPAS Provider fails to deliver the Total Daily Processing to its Gateway within the timescales indicated in Clauses 14.6.2 to 14.6.4 exceeds the number of allowable failures indicated in the relevant Clause, that MPAS Provider shall be liable to pay Suppliers the following amounts:
 - 14.11.1 £200 for each extra failure in that Quarter over and above those allowed in 14.6.2, where a payment is not made pursuant to Clause 14.11.2 or Clause 14.11.3;
 - 14.11.2 £250 for each extra failure in that Quarter over and above those allowed in Clause 14.6.3, where a payment is not made pursuant to Clause 14.11.3;

14.11.3 £5,000 for each failure in that Quarter of the type referred to in Clause 14.6.4,

14.12 Any liquidated damage payment for which an MPAS Provider is liable under Clause 14.11 shall be apportioned amongst Suppliers in accordance with the following formula:

$$SLD = L \times \frac{A_i}{\sum A_{i...n}}$$

where:

SLD = liquidated damage payment to be made to a Supplier in respect of that Quarter;

L = liquidated damage payment for which the relevant MPAS Provider is liable in accordance with Clause 14.11;

A_i = maximum $((x_1 - x_0), 0)$ + maximum $((x_2 - x_1), 0)$ + maximum $((x_3 - x_2), 0)$ for the relevant Supplier;

$\sum A_{i...n}$ = sum of (maximum $((x_1 - x_0), 0)$ + maximum $((x_2 - x_1), 0)$ + maximum $((x_3 - x_2), 0)$) for all Suppliers in the relevant Distribution System;

x_0 = the number of Metering Points in respect of which the Supplier was Registered at the 15th day of the third month in the preceding Quarter;

x_1 = the number of Metering Points in respect of which the Supplier was Registered at the 15th day of the first month in the relevant Quarter;

x_2 = the number of Metering Points in respect of which the Supplier was Registered at the 15th day of the second month in the Quarter; and

x_3 = the number of Metering Points in respect of which the Supplier was Registered at the 15th day of the third month in the Quarter.

Data Transfer Service Escalation

14.13 Where an MPAS Provider receives a notification from the Data Transfer Network indicating that a Message sent by it pursuant to the terms of this Agreement has not been received by the Supplier or Data Aggregator, that MPAS Provider shall contact the Supplier or Data Aggregator as soon as reasonably practicable. The relevant MPAS Provider and Supplier or Data Aggregator shall utilise the Problem Management Procedures under the Data Transfer Service Agreement which may require the MPAS Provider to Resend the original Message.

MEC Discretion

14.14 MEC may at any time decide to change the time scales within which Total Daily Processing is to be carried out and delivered to an MPAS Providers Gateway pursuant to Clauses 14.4, 14.5 and 14.6 and may do so where the number of Applications for

Registrations received by that MPAS Provider on a Working Day is materially greater than the number of Applications for Registration which the MPAS Provider acting reasonably expected to receive on any particular Working Day as at the date of this Agreement.

- 14.15 MEC shall agree and issue appropriate procedures in relation to changes to data items 11 and/or 12 and/or 13 of Schedule 2 where the number of Metering Points which are affected by the change exceeds the volumes set out in these procedures, which includes the threshold(s) as defined in the BSC. Such procedures shall be subordinate to and shall not be inconsistent with this Clause 14.15 and Clauses 14.3 and 24.9.

Review

- 14.16 MEC may conduct a formal review of liquidated damages.
- 14.17 The liquidated damage payments referred to in Clauses 14.10 and 14.11 have been based on assumptions relating to percentages of Application for Registration where the Supply Start Date for such Application for Registration would be affected by a failure to comply with the service levels set out in Clause 14.5 and 14.6 and the corresponding costs per Total Daily Processing and per Metering Point incurred by Suppliers in changing the Supply Start Date for such affected Applications for Registration. The detailed assumptions made by the parties as at the date of this Agreement are set out below and shall be taken into account by MEC in considering the appropriateness of the level of the liquidated damage payments as part of its review and in particular whether such assumptions remain valid or the values ascribed to such assumptions are appropriate. Any differences shall be taken into account by MEC when proposing any revised liquidated damage payments to be applied after the review:
- 14.17.1 Suppliers will not take any action on a Metering Point specific basis where an MPAS Provider fails the service levels set out in 14.6.1, 14.6.2 and 14.6.3;
 - 14.17.2 Applications for Registrations are spread evenly over the period of 28 calendar days before the Supply Start Date included in the Applications for Registration;
 - 14.17.3 an average of 20 Suppliers are affected by a failure to process and deliver a Total Daily Processing;
 - 14.17.4 Suppliers carry out the following activities where an MPAS Provider fails the service level set out in Clause 14.6.4:
 - (A) contact all Customers affected by the failure of the service level set out in Clause 14.6.4 in writing;
 - (B) contact each Meter Operator, Data Collector and Data Aggregator that has been appointed in relation to Metering Points which are affected by the failure of the service level set out in Clause 14.6.4

in writing to indicate that the Supply Start Dates for those affected Metering Points are likely to change;

- (C) take or procure the taking of a revised actual meter read in respect of each Metering Point that is affected by the failure of the service level set out in Clause 14.6.4;
- (D) undertake manual correction of internal databases to effect changes to Supply Start Dates to all Metering Points which are affected by the failure of the service level set out in Clause 14.6.4.

14.18 Each party agrees to provide MEC with all reasonable information that MEC may require for the purposes of carrying out its review pursuant to this Clause 14. This may include information relating to the level of market activity, the average number of Messages within the Total Daily Processing, the average composition of a Total Daily Processing and information to verify the assumptions set out in Clause 14.17 and how the values ascribed to such assumptions may have changed since the date of this Agreement.

14.19 Nothing in this Clause shall be construed as restricting the scope of MEC's review pursuant to Clause 14.16. In particular, MEC shall consider whether there is a need for further reviews to be carried out by it after the conclusion of its review pursuant to this Clause 14.

14.20 MEC shall copy the results of its review to all parties as soon as reasonably practicable following the conclusion of its review. Any changes to this Agreement that MEC reasonably considers should be made as a result of the review shall be treated as a change request and the procedures set out in Clause 9 shall be followed.

PART IV: REGISTRATION SERVICES

15 PROCEDURE FOR APPLICATION FOR REGISTRATION BY A SUPPLIER

15.1 A Supplier that has a contract (including a Deemed Contract) to supply or receive electricity through or from a Metering Point, shall apply to the MPAS Provider whose MPAS Registration System has the Metering Point recorded on it (the "**relevant MPAS Provider**"), for Registration in respect of that Metering Point, pursuant to the provisions of this Clause 15 or Clause 20, as appropriate except where:

15.1.1 that Supplier is already Registered in relation to that Metering Point; or

15.1.2 that Metering Point is registered in CMRS.

15.2 Where a Supplier has entered into a contract to supply electricity, the Supplier shall not apply for Registration in respect of that Metering Point until the expiry of any initial period during which the Customer has the right (whether contractual or statutory) to terminate the contract.

15.3 The Supplier shall, prior to applying for Registration in respect of any Metering Point through which Domestic Premises are to be supplied, establish data item 7 of Schedule 2 for that Metering Point by satisfying itself whether its Customer is a new owner or occupier of those premises.

15.4 The Supplier shall use its reasonable endeavours to apply for Registration in respect of all Related Metering Points on the same Working Day for a Supply Start Date on the same date, except where a new Related Metering Point is created after the Supplier applies for Registration in relation to the other Related Metering Point(s). Where a new Related Metering Point or Pseudo Metering Point is created the Supplier shall apply for Registration in relation to it as soon as reasonably practicable.

15.5 A Valid Application for Registration for the purposes of this Clause 15 is one that:

15.5.1 contains values that the Supplier has identified as representing data items 1, 2, 3, 8 and 10 of Schedule 2 for the Metering Point against which it wishes to Register which are Accepted on the MPAS Registration System;

15.5.2 is received by the relevant MPAS Provider no later than the last Working Day before the Supply Start Date included in the Supplier's application under Clause 15.5.1 and no more than 28 days in advance of that date;

15.5.3 is received by the relevant MPAS Provider on or after the later of:

(A) the eleventh Working Day following the date when the relevant MPAS Provider has Registered the Old Supplier for the relevant Metering Point; and

(B) the Supply Start Date provided by that Old Supplier; and

- 15.5.4 where it relates to a Green Deal Metering Point, is made by a Green Deal Licensee.
- 15.6 The relevant MPAS Provider shall not be obliged to check the validity or accuracy of any data items contained in a Supplier's Application for Registration or whether a Supplier has complied with the provisions of Clauses 15.1 to 15.4 except to the extent that the relevant MPAS Provider Accepts the application.
- 15.7 The Supplier may also include in its Application for Registration data items 4, 5, 7 and 11 to 14, 16 and 17 of Schedule 2 for the Metering Point. Where the Application for Registration relates to a Pseudo Metering Point the Supplier shall ensure that data items 4, 7, 11, 12, 14, 16 and 17 of Schedule 2 contain the same value as the corresponding data items for the associated Half Hourly Metering Point. The Supplier shall use its reasonable endeavours to ensure that data item 7 is set to "T" (True) in its Application for Registration if the application relates to Domestic Premises and the Customer at those Domestic Premises is a new owner or occupier of those premises. The MPAS Provider shall not be required to check that data item 7 has been included or is accurate in an Application for Registration for a Domestic Premises where there is a Customer that is a new owner or occupier of those premises.
- 15.8 Where the New Supplier does not include any of the optional items listed in Clause 15.7 in its Valid Application for Registration, the data items that are held on the MPAS Registration System for the Metering Point and are valid as at the date of receipt of the Valid Application for Registration that correspond to the optional data items not provided shall continue to be held on the MPAS Registration System and it shall be presumed that such data items shall continue to be valid in respect of the New Supplier's Registration.
- 15.9 Where an MPAS Provider receives a Valid Application for Registration from a Supplier in relation to a Metering Point, it shall Register that Supplier and shall notify that Supplier (the "**New Supplier**"), the New Supplier's Data Aggregator, the Old Supplier, the Old Supplier's Data Aggregator, any Data Aggregator the Old Supplier may have appointed for a future date, and the Distribution Business for that Metering Point that the Supplier has been Registered.
- 15.10 Subject to Clauses 15.11, 16.12 and 16.20, the New Supplier shall be deemed responsible, and the Old Supplier shall cease to be responsible for the supply of electricity through the Metering Point from 00:00 hours on the Supply Start Date.
- 15.11 Where the New Supplier has been appointed to the Metering Point as a result of a Last Resort Supply Direction pursuant to Clause 26.1, then Clause 26.3 shall apply and Clause 15.10 shall not apply.
- 15.12 Subject to Clause 15.2, the New Supplier shall use its reasonable endeavours to submit a Valid Application for Registration to the relevant MPAS Provider as far in advance of the Supply Start Date as reasonably possible taking into account the restrictions set out in Clause 15.5.2. The MPAS Provider shall not be responsible for ensuring that the New Supplier complies with the requirements of this Clause 15.12.

- 15.13 The New Supplier shall use its reasonable endeavours not to commence supplying electricity through any Metering Point or make any material changes to that Metering Point until it has received a notice confirming its Registration in respect of the Metering Point or (if later) the Supply Start Date specified in the New Supplier's Application for Registration. The MPAS Provider shall not be responsible for ensuring that the New Supplier complies with the requirements of this Clause 15.13. Where the New Supplier is unable to comply with the provisions of this Clause 15.13 due to the relevant MPAS Provider's failure to send out a notice confirming its Registration within the timescales indicated in Clause 14.5 or 14.6, or the New Supplier is a SoLR, that New Supplier shall be deemed not to be in breach of the obligation set out in this Clause 15.13.
- 15.14 Where an Old Supplier makes a change to one of the data items for which it is stated to be responsible in Schedule 2, in relation to a Metering Point, and its Message to the relevant MPAS Provider is Rejected and the reason for such Rejection is stated to be the New Supplier's Registration, the Old Supplier shall contact the New Supplier as soon as possible and inform it of the change, using the contact notice facility provided under Clause 17, if necessary.
- 15.15 Where an MPAS Provider receives an Application for Registration from a Supplier which is not a Valid Application for Registration, it shall Reject the Application for Registration and shall notify the Supplier that such application has been Rejected, setting out all the reasons for the Rejection. Notwithstanding Clause 15.5.2, the MPAS Registration Systems of some MPAS Providers may not Reject an otherwise Valid Application for Registration even though the Application for Registration is received after the date that is the last Working Day before the Supply Start Date included in the Supplier's Application for Registration.

16 PROCEDURE FOR OBJECTION BY OLD SUPPLIER

- 16.1 The circumstances under which an Old Supplier may issue an objection ("**Notice of Objection**") to the relevant MPAS Provider in relation to an Application for Registration of which it has been notified pursuant to Clause 15.9 are defined in Condition 14 of the Electricity Supply Licence.
- 16.2 Where the notice received by the Old Supplier pursuant to Clause 15.9 indicates that data item 7 in Schedule 2 for the Metering Point in the New Supplier's Application for Registration has been set to "T" ("True") the Old Supplier should use reasonable endeavours to establish whether that data item has been set accurately by the New Supplier when determining whether it has reasonable grounds to issue an objection in accordance with Condition 14 of the Electricity Supply Licence.
- 16.3 A Notice of Objection that complies with the requirements of Condition 14 of the Electricity Supply Licence and Clause 16.2 shall be a Valid Notice of Objection ("**Valid Notice of Objection**").
- 16.4 The relevant MPAS Provider shall not be responsible for checking that any Notice of Objection that it receives is a Valid Notice of Objection.

- 16.5 Where an Old Supplier has raised an objection pursuant to Condition 14.2(c) or 14.4(e) of the Electricity Supply Licence in respect of a particular Metering Point, the Old Supplier shall on the request of the New Supplier as soon as reasonably practical, notify the New Supplier of all Related Metering Points for the Metering Point for which the Old Supplier is or has been Registered.
- 16.6 Where an Old Supplier wishes to issue a Notice of Objection to the MPAS Provider in relation to an Application for Registration of which it has been notified pursuant to Clause 15.9 it shall issue such notice to the relevant MPAS Provider so that it is received by that MPAS Provider within the Objection Raising Period.
- 16.7 Where the Old Supplier issues a Notice of Objection (i) pursuant to Conditions 14.4(a), 14.4(b), 14.4(d), 14.4(e), 14.2(a), 14.2(b), 14.2(c) and 14.2A of the Electricity Supply Licence it shall, at the same time, in accordance with Conditions 14.3 and 14.6 of the Electricity Supply Licence, send notification to its Customer at the Premises of the grounds for the objection and how the Customer may dispute or resolve such grounds (which notification shall include resolution pursuant to Clause 30.2, if applicable) or, (ii) pursuant to Condition 14.4(c) of the Electricity Supply Licence, it shall at the same time, send notification to the New Supplier and confirmation to its Customer at the Premises that a Customer Requested Objection has been issued.
- 16.8 Where the relevant MPAS Provider receives and Accepts a Notice of Objection within the Objection Raising Period, that MPAS Provider shall:
- 16.8.1 record the notice on its MPAS Registration System;
 - 16.8.2 notify the Old Supplier and New Supplier, the Old Supplier's Data Aggregator, any Data Aggregator the Old Supplier may have appointed for a future date, the New Supplier's Data Aggregator, any Data Aggregator the New Supplier may have appointed for a future date and, where necessary, the Distribution Business, that such Notice of Objection has been received and Accepted;
 - 16.8.3 delete all data items relating to the New Supplier's Registration, including any changes to data items a New Supplier has made pursuant to Clause 24.7;
 - 16.8.4 notify the Old Supplier of all changes to data items made by the New Supplier pursuant to Clause 24.8 or made by the Distribution Business pursuant to Clause 24.3 which were entered on or after the Working Day on which the New Supplier's Registration was Accepted, and which have an effective date which is not later than the Working Day on which the Notice of Objection is Accepted. Such notification shall exclude any items which were provided by the Old Supplier.
- 16.9 The New Supplier shall not be able to make any changes to data items 4, 5, 7, 11 to 14, 16 or 17 in Schedule 2 for the Metering Point after the Old Supplier's Notice of Objection is lodged unless and until the Notice of Objection is removed by the relevant MPAS Provider in accordance with Clause 16.13.

- 16.10 Where the Notice of Objection is not Accepted or was not received within the Objection Raising Period, the relevant MPAS Provider shall Reject such Notice of Objection and notify the Old Supplier that it has Rejected its Notice of Objection and all the reasons for the Rejection.
- 16.11 Where the Old Supplier's Notice of Objection has been Rejected the Old Supplier may re-submit a Notice of Objection within the Objection Raising Period.
- 16.12 Where the MPAS Provider records a Notice of Objection in accordance with Clause 16.8 it shall note within its MPAS Registration System that the Registration of the New Supplier in relation to the Metering Point has been objected to and the responsibility for supplying that Metering Point shall revert to or remain with the Old Supplier, such that the New Supplier's Registration shall be deemed not to have taken place.
- 16.13 The Old Supplier may withdraw a Notice of Objection that has been Accepted by the relevant MPAS Provider within the Objection Resolution Period, other than where such objection was issued pursuant to Condition 14.4(c) of the Electricity Supply Licence (in which case the procedures established in accordance with Clause 16.13.1 shall apply), and shall do so where the grounds for its objection have been resolved within the Objection Resolution Period. The relevant MPAS Provider shall not be responsible for checking that the grounds for objection in the Old Supplier's Notice of Objection have been resolved within the Objection Resolution Period.
- 16.13.1 MEC shall agree and issue appropriate procedures in relation to Customer Requested Objections, which procedures shall be subordinate to and shall not be inconsistent with this Clause 16 and Condition 14 of the Electricity Supply Licence..
- 16.14 Where the Old Supplier withdraws a Notice of Objection pursuant to Clause 16.13 it may not re-submit a Notice of Objection in respect of the same Application for Registration pursuant to Clause 16.6.
- 16.15 Where the relevant MPAS Provider Accepts the Old Supplier's withdrawal of its Notice of Objection it shall remove the Notice of Objection and shall notify the Old Supplier, the New Supplier, the Old Supplier's Data Aggregator, any Data Aggregator the Old Supplier may have appointed for a future date, the New Supplier's Data Aggregator, any Data Aggregator the New Supplier may have appointed for a future date and, where necessary, the Distribution Business of the removal of the Notice of Objection.
- 16.16 Where the Old Supplier has made changes to the data items pursuant to Clause 24.7, or the Distribution Business has made any changes to data items pursuant to Clause 24.3, which were entered on or after the Working Day on which the Notice of Objection was Accepted, and such changes have an effective date which is not later than the Working Day on which the Notice of Objection is withdrawn, during the Objection Resolution Period, the relevant MPAS Provider shall notify the New

Supplier that such changes were made. The data items relevant to the New Supplier's Registration shall be included in the notification to the New Supplier.

- 16.17 Where the relevant MPAS Provider does not Accept the Old Supplier's request to withdraw its Notice of Objection it shall Reject such application and shall notify the Old Supplier of its reasons.
- 16.18 Where the Old Supplier withdraws a Notice of Objection or where the grounds for objection are later resolved, it shall notify the Customer at the Premises as soon as is reasonably practicable.
- 16.19 Where the relevant MPAS Provider removes a Notice of Objection in accordance with Clause 16.15, it shall restore the Registration of the New Supplier, who shall be deemed to be responsible for the supply of electricity through the Metering Point from the Supply Start Date included in its Valid Application for Registration. If the Old Supplier made changes to data items pursuant to Clause 24.5 during the Objection Resolution Period which were to be effective from a date on or after the New Supplier's Start Date, such changes shall be deemed not to have been made. If the New Supplier made any changes to data items pursuant to Clause 24.5 before the relevant MPAS Provider recorded the Old Supplier's Notice of Objection those changes shall be re-instated on the MPAS Registration System to be effective from the dates originally specified in the New Supplier's application.
- 16.20 Where a Notice of Objection is not withdrawn or the request to withdraw has been Rejected within the Objection Resolution Period, the relevant MPAS Provider shall inform the Old Supplier and the New Supplier that the Objection Resolution Period has expired and the Old Supplier shall retain responsibility for the Metering Point.

17 CONTACT NOTICE FACILITY

- 17.1 An MPAS Provider shall provide a facility whereby the identities of the Old and the New Supplier are automatically notified to each other where a registration is taking place pursuant to Clause 15.
- 17.2 Notwithstanding the above, where the relevant MPAS Provider receives a Message from a Supplier requesting the identity of the Old or New Supplier, it shall send a Message to both the Suppliers containing the other's identity. Where the MPAS Provider Rejects the Message it shall notify the Supplier of its Rejection and all the reasons for so doing.
- 17.3 The relevant MPAS Provider shall not be required to check the validity of any request made in accordance with Clause 17.2 except to check that the Supplier requesting the information is the New or Old Supplier.

18 ERROR RECTIFICATION

- 18.1 Each Supplier shall use its reasonable endeavours to check any notice it receives from an MPAS Provider pursuant to Clause 15 for errors.

Related Metering Points

- 18.2 Pursuant to Clause 18.1, where data item 5 of Schedule 2 for a Metering Point indicates that the Metering Point is a Related Metering Point, the New Supplier shall use its reasonable endeavours to ensure that all other Related Metering Points are Registered at the same time either in accordance with Clause 15 or this Clause 18.
- 18.3 Where the Old Supplier reasonably believes that the New Supplier has Registered for a Related Metering Point without Registering all other Related Metering Points it shall either:
- 18.3.1 raise an objection pursuant to Condition 14 of the Electricity Supply Licence within the time limits set out in Clause 16, using the facility provided under Clause 17 if necessary; or
 - 18.3.2 contact the New Supplier as soon as possible using the facility provided under Clause 17, if necessary.
- 18.4 Where the New Supplier reasonably believes that it has Registered for a Related Metering Point without registering all other Related Metering Points and the Old Supplier has not objected to its original Registration; it shall apply for Registration of the Related Metering Point(s) as soon as reasonably practicable. Where the Supplier makes such an application but does not apply in sufficient time to ensure that it receives confirmation from the relevant MPAS Provider before it commences supplying electricity through the Related Metering Points it shall contact the Old Supplier as soon as possible using the facility provided under Clause 17, if necessary.
- 18.5 Where either the Old Supplier or New Supplier contacts the other pursuant to Clause 18.3 or 18.4, these Suppliers shall agree the appropriate method for Registering all other Related Metering Points. This may include:
- 18.5.1 the Old Supplier objecting to the New Supplier's application under Condition 14 of the Electricity Supply Licence within the time limits set out in Clause 16; or
 - 18.5.2 the Old Supplier withdrawing its objection; or
 - 18.5.3 the New Supplier Registering all Related Metering Points before it commences supplying electricity through the Related Metering Point(s) and if necessary the Old Supplier removing its objection under Condition 14 of the Electricity Supply Licence within the time limits set out in Clause 16; or
 - 18.5.4 the New Supplier applying for Registration in relation to the other associated Related Metering Points after the time period indicated in Clause 18.5.3.
- 18.6 The Suppliers shall, as soon as reasonably practicable, settle any costs between them including any settlement costs that are incorrectly allocated to the Suppliers and any costs incurred as a result of registering any Related Metering Points at a later time to the associated Related Metering Points.

- 18.7 Where any costs are incurred by the relevant MPAS Provider in implementing the method of registering all other Related Metering Points pursuant to Clause 18.5 and such action is necessary because of an error which was, on balance, due to that MPAS Provider's fault, it shall bear the costs associated with registering all other Related Metering Points. In all other cases, the Suppliers concerned shall agree to pay the relevant MPAS Provider's reasonable additional costs in any such implementation incurred as a result of the error of either or both of the Suppliers.

Erroneous Registrations

- 18.8 MEC shall agree and issue appropriate procedures in relation to rectifying a Registration for a particular Metering Point where the New Supplier determines that there is no valid contract (including a Deemed Contract) to supply electricity (an **Erroneous Registration**), which procedures shall be subordinate to and shall not be inconsistent with this Clause 18.
- 18.9 Where the Old Supplier becomes aware, other than pursuant to Condition 14.4(c) of the Electricity Supply Licence, that the New Supplier's Registration for a particular Metering Point may have occurred in error it shall use reasonable endeavours to notify the New Supplier within 2 Working Days of becoming aware that a potential Erroneous Registration has occurred, using the facility provided under Clause 17 if necessary.
- 18.10 Where the New Supplier becomes aware, including notification pursuant to Clause 18.9, that its Registration for a particular Metering Point may have been made in error it shall, on becoming so aware, use reasonable endeavours to determine within 8 Working Days whether it has entered into a contract to supply electricity (including a Deemed Contract) for that Metering Point. In the event that the New Supplier determines that an Erroneous Registration has occurred, this shall be rectified by either;
- 18.10.1 The New Supplier contacting the Old Supplier i) using the facility provided under Clause 17 if necessary or ii) responding to a notification pursuant to Clause 18.9, and the Old Supplier objecting to the New Supplier's application under Condition 14.2(b) or 14.4(b) of the Electricity Supply Licence within the time limit set out in Clause 16 (**a Co-operative Objection**); or
- 18.10.2 Where 18.10.1 is not applicable, in accordance with the procedures established by MEC pursuant to Clause 18.8.
- 18.11 Where the Old Supplier acts in accordance with Clause 18.10.2 the Suppliers shall agree the appropriate method for settling any costs incurred. This may include:
- 18.11.1 ignoring the effect of the error; or
- 18.11.2 carrying out a bi-lateral cash adjustment; or

- 18.11.3 the Old Supplier executing a Nil Advance to Meter Procedure where the Metering Point is a Non Half Hourly Metering Point that has been Erroneously Registered for no longer than 3 calendar months; and there has been no meter reading, or change of meter, or change of Profile Class, Data Collector, Data Aggregator, Standard Settlement Configuration or Measurement Class during the period of the Erroneous Registration; and the Supplier has not Erroneously Registered more than 100 Metering Points on that Working Day.
- 18.12 The Suppliers shall, as soon as reasonably practicable, settle any costs incurred as a result of implementing any methods to correct errors or as a result of those errors including those outlined in Clause 18.10 between them including any settlement costs that are incorrectly allocated to the Suppliers.
- 18.13 Where any costs are incurred by the relevant MPAS Provider in implementing the method of rectifying an Erroneous Registration pursuant to Clause 18.10 and such action is necessary because of an error which was, on balance, due to that MPAS Provider's fault, it shall bear the costs associated with rectifying the Erroneous Registration. In all other cases, the Suppliers concerned shall agree to pay the relevant MPAS Provider's reasonable additional costs in any such implementation incurred as a result of the error of either or both of the Suppliers.

Green Deal Charges and Erroneous Registrations

- 18.14 Where there has been an Erroneous Registration of a Green Deal Metering Point and Clause 18.10.1 is not applicable, the New Supplier shall use reasonable endeavours to notify the Secretariat no later than the end of the second Working Day of becoming aware that an Erroneous Registration has occurred.
- 18.15 Where the Secretariat is notified that an Erroneous Registration has occurred under Clause 18.14, it shall inform the secretary to the GDAA Panel, the relevant Green Deal Provider and, where a different person, the relevant Green Deal Remittance Processor of the Erroneous Registration.

19 RETROSPECTIVE AMENDMENT OF MPAS REGISTRATION SYSTEM

- 19.1 MEC shall agree and issue appropriate procedures in relation to the retrospective manual amendment of MPAS Registration Systems (which procedures shall be subordinate to and shall not be inconsistent with this Clause 19) and the parties agree to comply with those procedures as issued from time to time.
- 19.2 Where the procedures detailed in Clause 18 cannot be used, the Old Supplier and New Supplier may request the relevant MPAS Provider to amend its MPAS Registration System manually to rectify an erroneous Registration. Where the relevant MPAS Provider has received a joint written confirmation from the Old Supplier and the New Supplier agreeing to the amendment to the MPAS Registration System and any associated charges, that MPAS Provider shall undertake the manual amendment in the limited circumstances set out in the procedures established by MEC pursuant to

Clause 19.1 at a charge to be agreed between the relevant MPAS Provider and the Suppliers.

20 NEW CONNECTIONS, NEW METERING POINTS AND REGISTRATION OF NEW SUPPLY NUMBERS

20.1 Where a Distribution Business:

20.1.1 creates a new connection to Premises from its Distribution System (a "**New Connection**") and hence creates a new Metering Point (unless the Metering Point is to be registered in CMRS); or

20.1.2 in circumstances other than those set out in Clause 20.1.1, agrees with a Supplier that a new Metering Point should be created; or

20.1.3 decides to enter a new Metering Point onto its MPAS Registration System, or

20.1.4 is notified of an approved Transfer from CMRS to the MPAS Registration System and needs to create a new Metering Point on its MPAS Registration System,

(in each circumstance a "**New Metering Point**")

it shall ensure that a Skeleton Record for the New Metering Point is entered on its MPAS Registration System, in the case of Clause 20.1.1 no later than the end of the second Working Day following completion of the works associated with the New Connection and in the case of Clauses 20.1.2, 20.1.3 or 20.1.4 no later than the end of the second Working Day following its agreement with the Supplier or its decision to enter a New Metering Point, or notification from the Transfer Co-ordinator.

20.2 A Valid Application for Registration in relation to a New Metering Point is one that:

20.2.1 contains values that the Supplier has identified as representing data items 1, 2, 3, 8 and 10 of Schedule 2 for the New Metering Point against which it wishes to Register which are Accepted on the MPAS Registration System;

20.2.2 is received by the relevant MPAS Provider no later than the last Working Day before the Supply Start Date included in the Supplier's application under Clause 20.2.1 and no more than 28 days in advance of that date; and

20.2.3 relates to a New Metering Point that has a Skeleton Record entered for it in the MPAS Provider's MPAS Registration System.

20.3 The MPAS Provider shall not be obliged to check the validity or accuracy of any data items contained in a Supplier's Application for Registration for a New Metering Point or whether a Supplier has complied with the provisions of Clauses 15.1, 15.2 or 15.4 except to the extent that the relevant MPAS Provider Accepts the Application for Registration.

20.4 The Supplier may also include in its Application for Registration for a New Metering Point the values for other data items that are the Supplier's responsibility in Schedule 2

for that New Metering Point. Where the Application for Registration relates to a Pseudo Metering Point the Supplier shall ensure that data items 4, 7, 11, 12, 14, 16 and 17 of Schedule 2 contain the same value as the corresponding data items for the associated Half Hourly Metering Point. However, if the Supplier includes the Energisation Status in its Message and all the other data items that are the Supplier's responsibility under Schedule 2 have not been included, the relevant MPAS Provider shall Reject the Message and shall inform the Supplier that such Message has been Rejected together with all the reasons for its Rejection. An MPAS Provider may also Reject an Application for Registration which contains values for other data items in the MPAD for the New Metering Point if they are not provided in the combinations required under the applicable MPAS Validation Procedures.

- 20.5 Where the MPAS Provider receives a Valid Application for Registration from a Supplier in relation to a New Metering Point which it does not Reject in accordance with Clause 20.4, it shall Register the Supplier and shall notify the Supplier and, where data item 14 has a value other than null and, where such persons are identified in respect of the New Metering Point the Data Aggregator that the Supplier has been Registered for that New Metering Point. The Supplier shall be deemed responsible for the supply of electricity through the New Metering Point from the Supply Start Date included in its Valid Application for Registration.
- 20.6 Subject to Clause 20.2, the Supplier shall use its reasonable endeavours to submit a Valid Application for Registration to the relevant MPAS Provider as far in advance of the Supply Start Date as reasonably possible taking into account the restrictions set out in Clause 20.2.2. An MPAS Provider shall not be responsible for ensuring that the Supplier complies with the requirements of this Clause 20.6.
- 20.7 The Supplier shall use its reasonable endeavours not to commence supplying electricity through any Metering Point until it has received from the relevant MPAS Provider a notice confirming its Registration in respect of that Metering Point or (if later) the Supply Start Date specified in the Supplier's Application for Registration. An MPAS Provider shall not be responsible for ensuring that the Supplier complies with the requirements of this 20.7. Where the Supplier is unable to comply with the provisions of this Clause 20.7 due to the relevant MPAS Provider's failure to send out a notice confirming its Registration within the timescale indicated in Clause 14.4, that Supplier shall be deemed not to be in breach of the obligation set out in this Clause 20.7.
- 20.8 Where an MPAS Provider receives an Application for Registration for a New Metering Point from a Supplier which is not a Valid Application for Registration, it shall Reject the Application for Registration and shall notify the Supplier that the application has been Rejected together with all the reasons for its Rejection. Notwithstanding Clause 20.2.2, the MPAS Registration Systems of some MPAS Providers may not Reject an otherwise Valid Application for Registration if the Application for Registration is received after the date that is the last Working Day before the Supply Start Date included in the Supplier's Application for Registration.

- 20.9 Where data item 6 in Schedule 2 for the New Metering Point included in the Skeleton Record is a default value and the Supplier has provided the values for data items 4, 5 and 17 in Schedule 2 for the New Metering Point the Distribution Business shall provide the correct value for data item 6 in Schedule 2 for the New Metering Point and the relevant MPAS Provider shall record such data item in the MPAS Registration System within 5 Working Days of (i) the latest of the Effective from Dates, provided by the Supplier, for data items 4, 5 and 17 in Schedule 2, or (ii) the date that MPAS Provider is made aware of the change, whichever date is the later.
- 20.10 The Supplier shall notify the relevant MPAS Provider as soon as reasonably practical of the other data items for which the Supplier is identified as being responsible in Schedule 2, where it has not already done so pursuant to Clause 20.4. Such data items may be provided at the same time or at different times provided that where the applicable MPAS Validation Procedures require such data items to be provided in particular combinations, the Supplier shall provide such combinations of data items at the same time. On each occasion that the Supplier provides such information and the relevant MPAS Provider Accepts such information it shall confirm its Acceptance to the Supplier and, where data item 14 has a value other than null, where such person is identified in respect of the New Metering Point, the Supplier's Data Aggregator. Where the information is not Accepted, the MPAS Provider shall Reject such information and shall inform the Supplier that the Message has been Rejected together with all the reasons for its Rejection.
- 20.11 If at any time the Supplier attempts to send a Message including the Energisation Status and all the other data items that are the Supplier's responsibility under Schedule 2 for the New Metering Point have not yet been provided to the relevant MPAS Provider or data item 6 in Schedule 2 for the New Metering Point is not included in the Skeleton Record, the relevant MPAS Provider shall Reject such Message and shall inform the Supplier that the Message has been Rejected together with all the reasons for its Rejection. An MPAS Provider may also Reject a Message which contains values for other data items in the MPAD for the New Metering Point if they are not provided in the combinations required under the applicable MPAS Validation Procedures.
- 20.12 Where the Supplier notifies the relevant MPAS Provider of the other data items referred to in Clause 20.10 after the Supply Start Date submitted pursuant to Clause 20.5 and such application is Rejected the Supplier shall contact that MPAS Provider and the Supplier and MPAS Provider shall agree on an appropriate means of enabling the Supplier to register all its other data items after that Supply Start Date. This may include use of the procedure provided for under Clause 19.
- 20.13 Where a Distribution Business creates a new Metering Point in accordance with Clause 20.1.2, and that Metering Point is a Pseudo Metering Point, it shall ensure that it maintains a record of the associated Half Hourly Metering Point and all associated Pseudo Metering Points together with the association between them (i.e. that there is only one physical Metering System).

20.14 The Distribution Business shall use reasonable endeavours to ensure that no duplicate Metering Points are created on its MPAS Registration System.

21 DE-REGISTRATION OF SUPPLY NUMBERS

21.1 Where an MPAS Provider receives a De-Registration Notice from its Distribution Business and such notification is Accepted, the relevant MPAS Provider shall note on its MPAS Registration System that no further Registrations can be made in respect of the relevant Metering Point other than pursuant to Clause 19.1. Where the MPAS Provider does not Accept the Message, it shall Reject the Message and shall inform its Distribution Business that the Message has been Rejected and all the reasons for such Rejection.

21.1A Where an MPAS Provider receives a De-Registration Notice from its Distribution Business in respect of a Green Deal Metering Point, it shall Reject the Message and shall inform its Distribution Business that the Message has been Rejected and all the reasons for such Rejection.

21.2 The MPAS Provider shall send the Supplier that is Registered in respect of that Metering Point at the date included in the De-Registration Notice sent under Clause 21.1 and that Supplier's Data Aggregator and any Data Aggregator that the Supplier may have appointed for a future date and, if relevant, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after that date together with that New Supplier's Data Aggregator a Message stating that no further Registrations may be made against the Metering Point, and that from the date that the Metering Point is De-Registered, the Supplier shall no longer be liable for supply to that Metering Point.

21.3 Each MPAS Provider shall ensure that any record of any details relating to a Metering Point shall not be removed from its MPAS Registration System into archiving until at least 2 years after the date of receipt of the De-Registration Notice received pursuant to Clause 21.1, but such Metering Point shall not be included in any reports provided by that MPAS Provider pursuant to Clause 27 after receipt of the De-Registration Notice.

21.4 Where the De-Registration Notice relates to a Half Hourly Metering Point which has any associated Pseudo Metering Points the Distribution Business shall ensure that a De-Registration Notice is also sent in respect of all the associated Pseudo Metering Points.

21.5 Where the De-registration Notice relates to either a Pseudo Metering Point or an associated Half Hourly Metering Point the Distribution Business shall also ensure that any records maintained in accordance with Clause 20.13 are updated to reflect the change to the Metering Point.

21.6 Where the De-Registration Notice relates to a Metering Point associated with Embedded Exemptable Generation Plant the Distribution Business shall also ensure that any records maintained in accordance with Clause 53.1 are updated to reflect the change to the Metering Point.

22 FULL REFRESH

Procedure for Full Refreshes to Suppliers and Data Aggregators

- 22.1 A Supplier or Data Aggregator may request a Full Refresh from the relevant MPAS Provider. The Supplier or Data Aggregator shall provide any such request using a mode of communication permitted under Clause 47.
- 22.2 Where the relevant MPAS Provider receives the Supplier's or Data Aggregator's request under Clause 22.1, it shall respond within 1 Working Day of receipt of such request sent pursuant to Clause 22.1, indicating a scheduled date for the delivery of the Full Refresh. The relevant MPAS Provider shall be required to provide such Full Refresh within 15 Working Days of receipt of that request, provided that where more than 3 requests are received within a 5 Working Day period, that MPAS Provider shall use its reasonable endeavours to provide as many Full Refreshes as possible, but shall only be required to provide Full Refreshes in response to the first 3 requests received during that 5 Working Day period within 15 Working Days of the request. Any further requests received during that 5 Working Day period shall be deemed to have been received on the fifth Working Day after the Working Day on which the first request was received. Where the request for a Full Refresh is Rejected, the MPAS Provider shall, within 1 Working Day, inform the Supplier or Data Aggregator that the request has been Rejected together with all the reasons for that Rejection.
- 22.3 The MPAS Provider shall send the Full Refresh requested pursuant to Clause 22.1 to the relevant Supplier or Data Aggregator on a CD ROM or by another electronic method agreed between that MPAS Provider and Supplier or Data Aggregator, as appropriate, so that it is deemed to be received by the Supplier or Data Aggregator by the scheduled date for delivery indicated in Clause 22.2.

23 SELECTIVE REFRESHES

Procedure for Selective Refreshes to Suppliers and Data Aggregators

- 23.1 Where a Supplier or Data Aggregator requires a Selective Refresh of data from an MPAS Provider, it shall submit a request for a Selective Refresh to the relevant MPAS Provider. The Supplier or Data Aggregator shall provide such request using a mode of communication permitted under Clause 47.
- 23.2 Where the MPAS Provider receives the Supplier's or Data Aggregator's request pursuant to Clause 23.1 by 15:00 hours on a Working Day which it Accepts, it shall provide the Supplier or Data Aggregator with the Selective Refresh by 06:00 hours on the following Working Day, provided that where the total number of Selective Refreshes to be provided by that MPAS Provider would otherwise exceed 50 in any Working Day, that MPAS Provider shall use its reasonable endeavours to provide as many Selective Refreshes as possible but shall only be required to provide 50 Selective Refreshes requested on that Working Day. Such Selective Refreshes shall be provided in the following manner:

23.2.1 a maximum of 5 Selective Refreshes per Supplier or Data Aggregator, allocated in the order in which those requests are received; and

23.2.2 where Clause 23.2.1 has been complied with, any extra requests which have been received shall be provided in the order in which they were received.

Any extra Selective Refreshes in excess of 50 requested in any Working Day or any received after 15:00 hours on a Working Day in relation to which the MPAS Provider has not provided responses shall be deemed to have been requested at the start of the following Working Day. Where the request for a Selective Refresh is Rejected, the MPAS Provider shall, within 1 Working Day, inform the Supplier or Data Aggregator that the request has been Rejected together with all the reasons for that Rejection.

24 CHANGES AND CONFIRMATIONS OF DATA

Procedure for changes to data items for which the Distribution Business is responsible

24.1 The Distribution Business shall notify its MPAS Provider of any changes to data items (and corresponding dates from which those changes will be effective) for which it is stated to be responsible in Schedule 2, other than data items 9 and 9A in respect of Metering Points that are Registered on its MPAS Registration System as soon as possible and in any event within 5 Working Days of (i) the effective date of the change; or (ii) receiving notification that a change is required if this occurs after the effective date of the change. PROVIDED THAT where the effective date of the change is before the current effective date contained in its MPAS Registration System the Distribution Business shall act in accordance with the procedures agreed by MEC pursuant to Clause 19.1.

24.2 The Distribution Business shall notify its MPAS Provider of any changes to data items 9 and 9A of Schedule 2 in respect of any Metering Points that are Registered on its MPAS Registration System as soon as possible, and in any event within 60 Working Days of the publication by Royal Mail of an update to PAF addresses; or where a change is notified other than by Royal Mail update, subject to the Distribution Business accepting the change, within 10 Working Days of the effective date of the change or receipt of a notification pursuant to 24.4.

24.3 Where an MPAS Provider is notified of any changes to data items pursuant to Clause 24.1 or 24.2 and such notice is Accepted, the MPAS Provider shall:

24.3.1 update its MPAS Registration System with the information within 1 Working Day of receiving such notification;

24.3.2 notify the Supplier that is Registered for the affected Metering Point(s) and that Supplier's Data Aggregator (apart from where the change relates to data item 9 and 9A in Schedule 2) and, if relevant, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after the date of amendment together with that New

Supplier's Data Aggregator (apart from where the change relates to data item 9 and 9A in Schedule 2) of such changes;

- 24.3.3 acknowledge to the Distribution Business that such change has taken place.
- 24.4 Where notification of change(s) pursuant to Clause 24.1 or 24.2 is Rejected, the MPAS Provider shall notify its Distribution Business that such changes have been Rejected together with all the reasons for that Rejection.
- 24.5 Where a Supplier identifies that either (i) a new Metering Point has been given a postal address or (ii) a non-PAF element that will clarify the address for the Metering Point is missing it may notify the relevant Distribution Business of any suggested changes to data items 9 and 9A in Schedule 2 in respect of Metering Points for which it is Registered on the relevant MPAS Provider's MPAS Registration System as soon as possible and in any event within 5 Working Days of (i) the effective date of such changes or (ii) becoming aware that such change is required if this occurs after the effective date of the change.
- 24.6 Subject to Clause 24.5, where the Supplier identifies that a change is required to a data item for which the Distribution Business is stated to be responsible in Schedule 2 it shall act in accordance with the procedures agreed by MEC pursuant to Clause 19.1.

Procedure for changes to data items for which Supplier is responsible

- 24.7 Subject to Clause 16.9, a Supplier may only notify the relevant MPAS Provider of changes to data items for which it is stated to be responsible in Schedule 2 (apart from data item 10) for any Metering Point from the date that the MPAS Provider Registers a Valid Application for Registration for that Supplier in relation to that Metering Point, such changes to take effect from the later of the Supply Start Date for that Supplier or the date from which such change is to take effect.
- 24.8 Subject to Clause 24.9, the Supplier shall notify the relevant MPAS Provider of any changes to data items (and any corresponding dates from which those changes will be effective) for which it is stated to be responsible in Schedule 2 (other than data items 7, 8 and 10) in respect of Metering Points for which it is Registered on the MPAS Registration System as soon as possible and in any event within 5 Working Days of (i) the effective date of the change; or (ii) receiving notification that a change is required if this occurs after the effective date of the change. PROVIDED THAT where the effective date of the change is before the current effective date contained in that MPAS Registration System the Supplier shall act in accordance with the procedures agreed by MEC pursuant to Clause 19.1.
- 24.9 Where a Supplier identifies changes to data items 11 and/or 12 and/or 13 in Schedule 2 in respect of Metering Points for which it is Registered, and the number of Metering Points on a particular MPAS Registration System which are affected by such changes exceeds the volumes set out in the procedures agreed by MEC pursuant to Clause 14.15, which includes the threshold(s) as defined in the BSC, it shall notify the relevant MPAS Provider of such changes in accordance with those procedures.

- 24.10 The Supplier shall notify the relevant MPAS Provider of any changes to data items 7 and 10 in Schedule 2 in accordance with the procedures agreed by MEC pursuant to Clause 19.1.
- 24.11 Where the Supplier identifies a change to data item 8 in Schedule 2 it shall act in accordance with Clause 18 or Clause 19, as appropriate.
- 24.12 Where changes relate to a Half Hourly Metering Point with any associated Pseudo Metering Points the Supplier shall additionally notify the Registered Supplier of each Pseudo Metering Point of such changes. Where the Metering Point is a Pseudo Metering Point the Supplier shall ensure that any changes to data items 4, 7, 11, 12, 14, 16 and 17 of Schedule 2 contain the same value as the corresponding data items for the associated Half Hourly Metering Point.
- 24.13 Where the MPAS Provider Accepts the changes notified by the Supplier under Clause 24.8 or 24.9, it shall update its MPAS Registration System to reflect the changes.
- 24.13.1 Where a change is made to data item 13 of Schedule 2, the MPAS Provider shall notify the Data Aggregator appointed in relation to the Metering Point before the change, the Data Aggregator the Supplier has appointed in its place, the Supplier, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after the date of amendment and its Distribution Business that such change has been made after it has Accepted the change.
- 24.13.2 Where changes are made to any other data items for which the Supplier is stated to be responsible under Schedule 2 (other than data items 7, 8 and 10) the MPAS Provider shall notify the Supplier and that Supplier's Data Aggregator (apart from where the change relates to data items 5, 11, 21 or 22) and, if relevant, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after the date of amendment and its Distribution Business that such changes have been made.
- 24.13.3 Where a change is made to data item 12 of Schedule 2 for a Non Half Hourly Data Collector Appointment the MPAS Provider shall notify all Non Half Hourly Data Aggregators appointed contiguously in relation to the Metering Point for that Registration in the period of 24 months prior to the later of (i) the effective date of the change; or (ii) the date the change is submitted.
- 24.13.4 Where the MPAS Provider does not Accept the changes provided by the Supplier under Clause 24.8 or 24.9 it shall Reject such changes and shall notify the Supplier of such Rejection and all the reasons for such Rejection.
- 24.13.5 The relevant MPAS Validation Procedures shall not Reject a change provided by the Supplier on the grounds of the date of the receipt of the notification, unless that date is later than 5 Working Days before the Final Reconciliation Settlement Run in which case the MPAS Provider may Reject the change.

Procedure for changes and confirmations of Market Domain Data

- 24.14 Where an MPAS Provider receives Market Domain Data it shall acknowledge receipt of the information to the Market Domain Data Agent within 1 Working Day of receipt.
- 24.15 Where an MPAS Provider receives Market Domain Data pursuant to Clause 24.14 and such information is in the correct format and not corrupt it shall update its MPAS Registration System(s) as soon as reasonably practicable and no later than within 5 Working Days with the information.
- 24.16 Where an MPAS Provider receives the Market Domain Data and such information is in the incorrect format or corrupt or otherwise cannot be entered into its MPAS Registration System it shall:
- 24.16.1 notify the Market Domain Data Agent that it has rejected the Market Domain Data within 5 Working Days of receipt.
 - 24.16.2 where the Market Domain Data Agent resends such information such that the MPAS Provider can enter it into its MPAS Registration System, the MPAS Provider shall acknowledge receipt of any such information re-sent within 1 Working Day of receipt.
- 24.17 Acknowledgement of receipt from an MPAS Provider's Gateway shall be deemed sufficient acknowledgement of receipt for the purposes of this Clause 24.

Confirmations from Suppliers of Data Items

- 24.18 The relevant MPAS Provider may, to the extent reasonably required for the proper operation of the market, request a Supplier to provide it with the data items for which the Supplier is stated to be responsible in Schedule 2 in respect of Metering Points which are Registered to that Supplier on that MPAS Registration System. Where the Supplier receives a reasonable request under this Clause 24.18, it shall respond within 2 Working Days of receipt of such request, indicating a scheduled date for delivery. The Supplier shall set such date as is reasonably practicable following receipt of the request taking into account the fact that the Supplier shall use its reasonable endeavours to provide the data items as soon as possible. The Supplier shall process such requests in the order in which they are received.

Standard Address Format

- 24.19 The Distribution Business shall use reasonable endeavours to notify its MPAS Provider of data items 9 and 9A in Schedule 2 using the Standard Address Format for all Metering Points created pursuant to Clause 20.1.
- 24.20 Suppliers shall use reasonable endeavours to use the same format as the Distribution Business for data items 9 and 9A of Schedule 2 when sending Messages containing such data items to the Distribution Business or its MPAS Provider.

- 24.21 MEC shall agree and issue appropriate procedures in relation to a Standard Address Format and the updating of data items 9 and 9A of Schedule 2 pursuant to this Clause 24 (which procedures shall be subordinate to and shall not be inconsistent with the procedures set out in Clause 24) and the parties agree to comply with those procedures as amended from time to time.

25 RESENDS

Procedure for Resends to Suppliers and Data Aggregators

- 25.1 Where a Supplier or Data Aggregator requires the MPAS Provider to re-transmit one or more Files which was originally transmitted to the Supplier or Data Aggregator during the period of 28 days prior to the date on which that MPAS Provider receives a request for such re-transmission ("**Resend**"), the Supplier or Data Aggregator shall provide the relevant MPAS Provider with a request for a Resend, indicating which Files it requires to be Re-sent and the reasons for the request. The Supplier or Data Aggregator shall provide such request using any mode of communication permitted under Clause 47.
- 25.2 Where the MPAS Provider receives the Supplier's or Data Aggregator's request under to Clause 25.1 by 15:00 hours on a Working Day, it shall provide the Supplier or Data Aggregator with the Resend by 06:00 hours on the following Working Day, provided that where the total number of Resends to be provided by that MPAS Provider would otherwise exceed 50 in any Working Day, the MPAS Provider shall use its reasonable endeavours to provide as many Resends as possible but shall only be required to provide the first 50 Resends requested on that Working Day. Such Resends shall be provided in the following manner:
- 25.2.1 a maximum of 5 Resends per Supplier or Data Aggregator, allocated in the order in which those requests are received; and
- 25.2.2 where Clause 25.2.1 has been complied with, any Resends for which requests have been received on that Working Day shall be provided in the order in which they were received.
- Any requests for Resends in excess of 50 on any Working Day, or any requests for Resends received after 15:00 hours on a Working Day in relation to which the MPAS Provider has not provided responses, shall be deemed to have been requested at the start of the following working Day.
- 25.3 For the purposes of Clause 33, each MPAS Provider shall determine whether the original Message that is required to be Resent reached and was accepted on the Supplier's or Data Aggregator's Gateway before the Supplier or Data Aggregator submitted a request for a Resend pursuant to Clause 25.1, and shall on request provide its reasons for such determination. The relevant MPAS Provider shall only levy a charge pursuant to Clause 25.1 for Resends where it determines that the Message did reach the Supplier's or Data Aggregator's Gateway.

26 REVOCATION OF LICENCE

- 26.1 Where an MPAS Provider receives a copy of a direction (the “**Last Resort Supply Direction**”) from the Authority to a Supplier (“**SoLR**”), which directs the SoLR to inform the Customers of another Supplier whose Electricity Supply Licence has been or is about to be revoked (the “**Defaulting Supplier**”), of such revocation, the relevant MPAS Provider shall notify the SoLR as soon as reasonably possible, but within 4 Working Days of receiving such copy, of all data items in respect of all the Metering Points in respect of which the Defaulting Supplier is Registered on its MPAS Registration System. Such details shall be transmitted using the mode of communication agreed between the relevant MPAS Provider and SoLR.
- 26.2 Where an MPAS Provider receives a request from the Authority to notify it of the number of Metering Points registered to a specific Supplier in its MPAS Registration System (“**Metering Point Count**”) by 14:00 hours on a Working Day, it shall provide the Authority with the Metering Point Count by 09:00 hours on the following Working Day. Where the request for a Metering Point Count is received after 14:00 hours the relevant MPAS Provider shall provide the Metering Point Count to the Authority by 12:00 hours on the following Working Day.
- 26.3 Pursuant to Clause 26.1, the SoLR shall be deemed responsible, and the Defaulting Supplier shall cease to be responsible, for the supply of electricity through the Metering Point from 00:00 hours on the date on which the Last Resort Supply Direction takes effect.
- 26.4 The SoLR shall use reasonable endeavours to Register for all Metering Points detailed in the notification from MPAS received pursuant to Clause 26.1, as soon as possible after receipt of that notification and in any event within 3 months of the date the Last Resort Supply Direction takes effect.
- 26.5 MEC shall agree and issue appropriate procedures relating to a SoLR (which procedures shall be subordinate to and shall not be inconsistent with the procedures set out in the MRA) and the parties agree to comply with those procedures as issued from time to time.

27 REPORTING

- 27.1 Each Distribution Business and each Supplier shall ensure that a schedule is provided, in respect of all Metering Points held in ECOES, to each Supplier and Distribution Business. This schedule shall comprise such information, and be provided by such means and within such timescales, as set out in the procedures issued pursuant to Clause 31.9. All the Distribution Businesses and Suppliers procure that the information included in such schedule that they provide, or are responsible for providing, to ECOES, shall also be made available in accordance with the requirements of this Clause. Any Supplier who does not wish to receive this schedule shall notify the Secretariat in writing of that fact.
- 27.2 Each MPAS Provider shall provide the BSC Panel with a report in a format to be agreed by the affected parties, and in accordance with the requirements set out in

Schedule 13, within 15 Working Days of, and in respect of Settlement Days, the fifteenth day of January and the fifteenth day of July in each calendar year, detailing the Supply Numbers registered by a Supplier on its MPAS Registration System.

- 27.3 Each MPAS Provider shall within 1 Working Day of request notify the Data Aggregator by telephone or facsimile of the last File sequence number sent to that Data Aggregator and the date on which the File was sent.
- 27.4 On request, each MPAS Provider shall provide MEC and/or a Supplier with a report, in a format to be agreed, detailing its performance against the requirements set out in Clause 14.5 and 14.6 during the relevant Quarter, or any previous Quarter specified by MEC or the Supplier in its request. This report shall also detail the MPAS Provider's performance against Clauses 22.2, 22.3, 23.2, and 25.2, where requested.
- 27.5 Each MPAS Provider shall provide the Authority with a report within 10 Working Days after each Quarter Day detailing by Supplier the number of Notices of Objection received by that MPAS Provider in the preceding Quarter.
- 27.6 Each MPAS Provider shall provide the Secretariat with a report detailing, for each Supplier Registered on its MPAS Registration System the number of Metering Points and Pseudo Metering Points for which the 1998 Trading Arrangements Indicator is set to "Y" in respect of which that Supplier was Registered on the 15th day of each calendar month, taking into account all (if any) resolutions of objections which may change the number of such Metering Points and Pseudo Metering Points in respect of which a Supplier was Registered on that 15th day. The report shall be provided within 21 Working Days of the 15th day in each calendar month.
- 27.6.1 Within 15 Working Days of the end of each calendar month where the Secretariat has received a report pursuant to Clause 27.6 it shall provide to each Supplier a report detailing the relevant information relating to that Supplier for each MPAS Registration System in respect of which that Supplier was Registered.
- 27.7 Within 15 Working Days of the end of each calendar month the Secretariat shall forward copies of each report received pursuant to Clause 27.6 to the Data Transfer Service Controller and DCUSA Limited.
- 27.8 Each MPAS Provider shall provide the BSC Panel with a report, in a format to be agreed by the affected parties and in accordance with the requirements set out in Schedule 13, within 10 Working Days of the end of each calendar month, detailing by Supplier and by Data Aggregator:
- 27.8.1 the daily number of Metering Points registered on that MPAS Provider's MPAS Registration System that have the 1998 Trading Arrangements Indicator set to 'Y' and data item 14 of Schedule 2 set to energised; and
- 27.8.2 the daily number of Metering Points registered on that MPAS Provider's MPAS Registration System that have the 1998 Trading Arrangements Indicator set to 'Y' and data item 14 of Schedule 2 set to de-energised.

27.9 Each MPAS Provider and Supplier shall provide the Authority with additional data as requested in a defined format and timescale as agreed with the Authority and varied by them from time to time.

27.9.1 Each MPAS Provider and Supplier shall provide the Secretariat with the additional data in the format and timescale pursuant to 27.9.

28 ACCURACY VALIDATION OF DATA AND MESSAGE PROCESSING

28.1 Each Supplier shall use its reasonable endeavours to ensure that any data items, for which it is deemed responsible under Schedule 2, that it submits to an MPAS Provider pursuant to this Agreement are complete and accurately reflect the circumstances relating to the Metering Point.

28.2 Each Distribution Business, including in its capacity as an MPAS Provider, shall use its reasonable endeavours to ensure that:

28.2.1 any data that it provides under this Agreement is complete, in the correct format and consistent with the information provided to it, and is sent to the correct recipient; and

28.2.2 data items 1, 2, 3, 15 and 20 of Schedule 2 in relation to any Metering Point are complete and accurately reflect the circumstances relating to that Metering Point.

MPAS Validation Procedures

28.3 Each Distribution Business shall document the MPAS Validation Procedures applicable to its MPAS Registration System and shall publish these to Suppliers. The current versions of the relevant MPAS Validation Procedures are listed in Schedule 14.

28.4 MPAS Validation Procedures shall comply with the BSC's validation requirements set out in Schedule 9.

28.5 Changes to the MPAS Validation Procedures shall be treated as if they were a proposal to change this Agreement and the procedures set out in Clause 9 shall be followed.

28.6 In the event of any inconsistency between the provisions of this Agreement and any MPAS Validation Procedures, the provisions of this Agreement shall prevail.

Message Processing

28.7 Where a Message from an MPAS Registration System fails the validation procedures of a Data Aggregator to whom it was sent, the Data Aggregator shall attempt to resolve any failure caused by the Data Aggregator and validate the Message. If the Data Aggregator is unable to resolve a failure, it shall notify the relevant MPAS Provider. Each MPAS Provider:

28.7.1 shall identify the cause of the failure. If the MPAS Provider identifies the cause of the failure to be:

28.7.1.1 a fault on the Data Transfer Network, the MPAS Provider shall treat the failure as a request for a Resend and the provisions of Clause 25 shall apply; or

28.7.1.2 a fault of its MPAS Registration System, the MPAS Provider shall resolve the failure and generate a revised instruction file containing all instructions required to resolve the situation. The MPAS Provider shall inform the Data Aggregator of the file sequence number of the revised file and send the revised instruction file to the Data Aggregator; or

28.7.1.3 a fault of the Data Aggregator, the MPAS Provider shall notify the Data Aggregator of that fact.

If the MPAS Provider is unable to resolve the failure, or identifies the cause of the failure to be the fault of the Data Aggregator in accordance with Clause 28.7.1.3, it shall notify the Supplier who appointed that Data Aggregator, of that fact, and that Supplier may refer the matter to the MRA Disputes Committee.

28.8 Where a Message from a Supplier or Data Aggregator is Rejected by the MPAS Provider to which it was sent, the Supplier or Data Aggregator shall attempt to resolve the cause of the Rejection. If the Supplier or Data Aggregator is unable to resolve the cause of the Rejection, it shall notify the MPAS Provider, who shall use its reasonable endeavours to identify the cause of the Rejection. If the MPAS Provider identifies the cause of the Rejection to be:

28.8.1 a fault on the Data Transfer Network, the MPAS Provider shall request the Supplier or Data Aggregator to resend the Message; or

28.8.2 a fault of its MPAS Registration System, the MPAS Provider shall use its reasonable endeavours to resolve the fault; or

28.8.3 a fault of the Supplier or Data Aggregator, the MPAS Provider shall notify the Supplier or Data Aggregator of that fact.

If the MPAS Provider is unable to resolve the cause of the Rejection, or identifies the cause of the Rejection to be the fault of the Data Aggregator in accordance with Clause 28.8.3, it shall notify the Supplier who appointed the relevant Data Aggregator, of that fact.

PART V: OTHER CHANGE OF SUPPLIER SERVICES

29 CHANGE OF SUPPLIER METER READING

29.1 Within 5 Working Days of receiving notification from the relevant MPAS Provider pursuant to Clause 15.9 that a New Supplier has been Registered for a particular Metering Point and provided that the Old Supplier is not intending to send a Notice of Objection in relation to the Registration, the Old Supplier shall serve notice upon each of its Meter Operator, Data Collector and Data Aggregator that its appointment as Meter Operator, Data Collector or Data Aggregator as the case may be, in respect of the relevant Metering Point shall cease from the time that the Old Supplier shall cease to be responsible for supplying that Metering Point in accordance with Clause 15.9. Where the Old Supplier does send a Notice of Objection in relation to the Registration, Clause 29.1.1 or Clause 29.1.2 shall apply as applicable.

29.1.1 Where a Notice of Objection is Accepted by MPAS and is not upheld the Old Supplier shall undertake the provisions outlined in Clause 29.1 within 5 Working Days of the end of the Objection Resolution Period.

29.1.2 Where a Notice of Objection is Accepted by MPAS and is upheld the New Supplier shall undertake to ensure that, where appointments exist for each or any of its Meter Operator, Data Collector and Data Aggregator, the said appointments are notified as cancelled within 5 Working Days of the end of the Objection Resolution period.

29.2 On receiving notification from the relevant MPAS Provider pursuant to Clause 15.9 that a New Supplier has been Registered for a Metering Point associated with a Domestic Premises then the Old Supplier shall:

29.2.1 Where the Old Supplier has not issued a Notice of Objection in relation to that Registration, or where all Notices of Objection have been Rejected by MPAS, the Old Supplier shall no earlier than 5 Working Days but within 8 Working Days of receiving notification in accordance with Clause 29.2 send the New Supplier notification of Old Supplier information.

29.2.2 Where the Old Supplier has issued a Notice of Objection in relation to that Registration and then issues a notice to remove that Objection and this has been Accepted by MPAS, the Old Supplier shall no later than 3 Working Days after receiving such acceptance from MPAS send the New Supplier notification of Old Supplier information.

29.3 The Old Supplier and the New Supplier shall be bound by the BSC Requirements on change of Supplier from an Old Supplier to a New Supplier set out in the following provisions, forming part of the Balancing and Settlement Code, as amended from time to time and to the extent applicable:

29.3.1 clauses 1.3.3 and 1.3.2.3 of Party Service Line 130;

29.3.2 clauses 2.2.3, 3.2.3, 2.2.7 and 3.2.7 of BSC Procedure BSCP502;

- 29.3.3 clauses 1.3.3, 1.5.3.5, 1.5.4.1 and 1.5.4.2 of Party Service Line 120;
 - 29.3.4 clauses 2.2.6, 3.2.6 and 4.4 of BSC Procedure BSCP504;
 - 29.3.5 Annex S2 paragraph 3.3 and Annex S2 paragraph 4.3 of the Balancing and Settlement Code; and
 - 29.3.6 Section S of the Balancing and Settlement Code.
- 29.4 A change of Supplier meter reading (which term includes a deemed meter reading) may be disputed:
- 29.4.1 by either the Old or New Supplier if (i) no more than 12 months have passed since the original change of supplier date and (ii) there is a difference of more than 250 kWh between the Supplier's view of consumption and that derived from the initial MroCoS;
 - 29.4.2 at any time by a Customer. The Supplier contacted by the Customer shall use reasonable endeavours to reach an accommodation with the Customer to resolve the dispute. Where the Supplier has agreed to act on behalf of the Customer in relation to a dispute it must act in accordance with this Clause 29 and the BSC.
- 29.5 Where a meter reading (which term includes a deemed meter reading) is disputed pursuant to Clause 29.4 the Initiating Supplier shall notify the Associated Supplier of the dispute as soon as possible, using the contact notice facility provided under Clause 17, if necessary. The Initiating Supplier shall also provide a replacement meter reading to the Associated Supplier.
- 29.6 Where the Associated Supplier has received notification of a dispute pursuant to Clause 29.5 it shall use reasonable endeavours to respond to the Initiating Supplier within 5 Working Days of receipt of the notification.
- 29.7 Pursuant to Clauses 29.4, 29.5 and 29.6 where a meter reading is disputed by the Old Supplier and as a result the New Supplier obtains a further meter reading, the New Supplier may reclaim from the Old Supplier its reasonable costs of obtaining such further meter reading if the original meter reading submitted to the Old Supplier is within plus or minus 5% of the total meter advance subsequently established.
- 29.8 On a change of supplier the Old Supplier and the New Supplier shall ensure that the Customer is not charged twice in respect of its consumption of electricity and shall use their best endeavours to ensure that the same meter reading is used in deriving the account details.
- 29.9 On, or in relation to, any change of supplier the Old Supplier and the New Supplier agree to procure that their respective Data Collector may exchange any relevant information (including confidential information) that either receives from the Supplier to the extent necessary to comply with the provisions of this Clause 29 or any other provisions applying to either of them.

29.10 MEC shall agree and issue appropriate procedures in relation to change of supplier meter reading disputes (which procedures shall be subordinate to and shall not be inconsistent with this Clause 29) and the parties agree to comply with those procedures as issued from time to time.

30 ASSIGNMENT OF OUTSTANDING CHARGES FROM THE OLD SUPPLIER TO THE NEW SUPPLIER

30.1 MEC shall agree and issue appropriate procedures in relation to a Notice of Objection that has been issued in accordance with Condition 14.2A or 14.4(a) of the Electricity Supply Licence for a Metering Point that is equipped with a pre-payment meter (which procedures shall be subordinate to and not inconsistent with Electricity Supply Licence Condition 14 and Clauses 15 and 16).

30.2 Where the procedures pursuant to Clause 30.1 may apply, a Supplier that has raised a Notice of Objection pursuant to Condition 14.2A or 14.4(a) of the Electricity Supply Licence shall include in the notification to the Customer pursuant to Clause 16.7 that the Customer may apply for the assignment of the outstanding charges (including, without limitation, outstanding Green Deal Charges) to the New Supplier as a means of preventing future grounds for the issue of a Notice of Objection to that Supplier's Application for Registration.

31 ELECTRICITY CENTRAL ONLINE ENQUIRY SERVICE

31.1 The Distribution Businesses shall establish, or procure the establishment of, a service whereby information in respect of all Metering Points recorded in their MPAS Registration Systems can be located via a search mechanism and viewed by market participants through a single consolidated website accessed via the public internet. Such website shall comprise a single national service containing no less information than the website-based information service already (as at 3rd November 2005) offered by some Distribution Businesses and utilised by Suppliers. The information so published shall be primarily sourced from each MPAS Provider and its MPAS Registration System, notwithstanding that this Clause shall not preclude the inclusion of information that is not sourced via MPAS.

31.1.1 The website referred to above may be phased in based on a state of readiness by each Distribution Business, but in any event shall be a fully national service incorporating all Metering Points recorded in the MPAS Registration Systems in Great Britain by 28th February 2006.

Thereafter, the Distribution Businesses and Suppliers procure that a single national service shall be operated and maintained under this Agreement in accordance with the provisions of this Clause 31 in conjunction and cooperation with all Distribution Businesses and Suppliers as parties to this Agreement (the "**Electricity Central Online Enquiry Service**"). The Electricity Central Online Enquiry Service shall comprise the website referred to in Clause 31.1 above and such additional information, MPAS or non-MPAS sourced, as required under the procedures issued pursuant to Clause 31.9. Each Supplier acknowledges and agrees the desirability that the Electricity Central

Online Enquiry Service shall not be solely confined to information sourced from MPAS and that any non-MPAS sourced information shall be provided in accordance with the procedures issued pursuant to Clause 31.9.

31.1.2 The Electricity Central Online Enquiry Service shall be completed by 31st March 2006, however this shall not preclude any earlier phased introduction of this service.

31.2 The Electricity Central Online Enquiry Service shall comprise, but not be restricted to, the following requirements:

31.2.1 a single consolidated website accessible via the public internet and available on all calendar days of the year on a 24 hour basis, subject to Clauses 31.5 and 31.6, for parties and any other persons or entities identified in the procedures issued pursuant to Clause 31.9; and

31.2.2 all Metering Points held in all MPAS Registration Systems shall be included and:

31.2.2.1 in the case of Distribution Businesses (in their capacity as MPAS Providers, which shall include any Appointed MPAS Agent where applicable) such information in respect of all Metering Points in their MPAS Registration System as required under the procedures issued pursuant to Clause 31.9 shall be provided; and

31.2.2.2 in the case of Suppliers (or any agent thereof), such supplementary non-MPAS sourced information held in relation to Metering Points as required under the procedures issued pursuant to Clause 31.9 shall be provided; and

31.2.3 updates of information provided pursuant to Clause 31.2.2 within the timeframes and methods as set out in the procedures issued pursuant to Clause 31.9; and

31.2.4 administration shall be under this Agreement through the Secretariat who shall act in the role of co-ordinator between parties and the technical interface to the Electricity Central Online Enquiry Service.

Whilst the Electricity Central Online Enquiry Service shall be primarily used to support the processes for change of Supplier, nothing in this Clause 31 shall preclude its use in other circumstances, notwithstanding that such use shall be related solely to the information held within ECOES.

31.3 Subject to Clause 31.3.2, all Distribution Businesses and Suppliers, as parties to this Agreement, shall contribute proportionately to the operation and maintenance of the Electricity Central Online Enquiry Service. In the case of Distribution Businesses, this shall be in accordance with the calculations set out in Clause 8.9 and in the case of Suppliers this shall be in accordance with the calculations set out in Clause 8.8. For the avoidance of doubt contributions pursuant to this Clause shall not include costs

incurred by Distribution Businesses or Suppliers in updating data to the Electricity Central Online Enquiry Service.

- 31.3.1 Whilst each party acknowledges and agrees the desirability of achieving and maintaining consistency between Distribution Businesses and Suppliers, as parties to this Agreement, in relation to the objectives of the Electricity Central Online Enquiry Service, where a change is identified which does not meet those objectives with both categories of parties, such change may be funded in its entirety by one category of party.
- 31.3.2 Upon the accession of a new Distribution Business, a fee shall be recovered from the new Distribution Business in order to allow data relating to Metering Points Registered on their MPAS Registration System to be included in the Electricity Central Online Enquiry Service. For the avoidance of doubt, this fee shall be payable by the new Distribution Business and will not be recovered in accordance with the calculations set out in Clauses 8.8 and 8.9. The amount of the fee shall be set by MEC each year. The Secretariat shall arrange collection of the fee by issuing an invoice to the new Distribution Business; the invoice shall be payable by the new Distribution Business within ten working days of receipt.
- 31.4 Each Distribution Business, in its capacity as an MPAS Provider (which shall include its Appointed MPAS Agent where applicable) and each Supplier shall use reasonable endeavours to ensure that that any information that it submits to the Electricity Central Online Enquiry Service pursuant to this Clause 31, including as set out in the procedures established and maintained in accordance with Clause 31.9, is complete, in the correct format and consistent with the information provided to it.
- 31.5 Any planned suspensions in the operation of the Electricity Central Online Enquiry Service shall be notified to all Contract Managers by the Secretariat with as much notice as reasonably possible, and in any event no later than 5 Working Days before any such planned suspension.
- 31.6 In the event of any unplanned suspension of the Electricity Central Online Enquiry Service, the service shall be reinstated as soon as reasonably practicable and, where any unplanned suspension has not been reinstated within one Working Day, the Secretariat shall notify all Contract Managers of the scheduled date for reinstatement.
- 31.7 All Distribution Businesses and Suppliers, as parties to this Agreement, acknowledge that the Electricity Central Online Enquiry Service has been established under this Clause 31 in order to support Registration under this Agreement and does not replace MPAS or the MPAS Registration Systems.
- 31.7.1 Variations may be identified in the future by parties, or consequential upon any changes to the MPAS Registration Systems progressed under this Agreement. Parties acknowledge that the Electricity Central Online Enquiry Service is subject to future development and variation, which shall be considered in accordance with the Change Procedures.

- 31.8 Suppliers shall procure that, where data recorded within the Electricity Central Online Enquiry Service is provided by its appointed Meter Operator or Data Collector, that Meter Operator or Data Collector shall meet the requirements of the upload and update of such data as set out in the procedures issued pursuant to Clause 31.9.

Procedures

- 31.9 MEC shall agree and issue procedures, which shall be subordinate to and not inconsistent with this Clause 31, in relation to the establishment, operation and maintenance of the Electricity Central Online Enquiry Service. All parties agree to comply with these procedures, as amended from time to time.

PART VI: RECORDS, AUDIT AND NON-FUNCTIONAL REQUIREMENTS

32 RECORDS, AUDIT AND NON-FUNCTIONAL REQUIREMENTS¹

- 32.1 Each MPAS Provider shall ensure that it securely maintains a historical record of all data items that have been held in respect of a Metering Point on its MPAS Registration System and that such records are fully auditable, so that a full historical record is maintained for a period of no less than 40 months following initial settlement date in relation to any particular data item, the most recent 28 months being held on-line.
- 32.2 Each MPAS Provider shall ensure that it retains copies of all Messages sent and received in providing Services for at least 40 months after the Messages have been sent or received.
- 32.3 Each MPAS Provider shall ensure that BSCCo and the BSC Auditor has access at reasonable times and on reasonable notice to:
- 32.3.1 those records maintained by the MPAS Provider pursuant to Clause 32.1;
 - 32.3.2 any software, hardware, data or information held by the MPAS Provider or its agents where reasonably required by BSCCo or the BSC Auditor to fulfil its obligations under the BSC;
 - 32.3.3 the relevant parts of the MPAS Provider's premises; and
 - 32.3.4 relevant staff members of the MPAS Provider, for a reasonable length of time in any one year.
- 32.4 On request by BSCCo or the BSC Auditor each Supplier shall ensure that BSCCo or the BSC Auditor has access at reasonable times and on reasonable notice to:
- 32.4.1 any records, maintained by the Supplier in relation to any Metering Point for which it is or has been Registered;
 - 32.4.2 any software, hardware, data or information held by the Supplier or its agents where reasonably required by BSCCo or the BSC Auditor to fulfil its obligations under the BSC;
 - 32.4.3 the relevant parts of the Supplier's premises; and
 - 32.4.4 relevant staff members of the Supplier for a reasonable length of time in each year.

¹~~The obligations contained in this Clause 32 in relation to the retention of information relate solely to obligations arising under the MRA.~~

MRA

- 32.5 Each MPAS Provider shall ensure that during the course of this Agreement its (or its Appointed MPAS Agent's) MPAS Registration System complies with the requirements set out in Appendix 1 to Schedule 6.
- 32.6 On request by MEC each Distribution Business and each Supplier shall ensure that any auditor appointed by MEC has access at reasonable times and on reasonable notice to:
- 32.6.1 in the case of a Supplier, any records maintained by that Supplier in relation to any Metering Point for which it is or has been Registered in the 28 months prior to the date of request for information by the auditor;
 - 32.6.2 in the case of a Distribution Business any records maintained by it in its capacity as MPAS Provider or otherwise in relation to any Metering Point in its Distribution System in the 28 months prior to the date of request for information by the auditor;
 - 32.6.3 any software, hardware, data or information held by the Supplier or its agents where reasonably required by the auditor; and
 - 32.6.4 the Distribution Business (in its capacity as MPAS Provider or otherwise) or Supplier's premises.

PART VII: CHARGING, BILLING AND PAYMENT

33 CHARGING

- 33.1 Subject to Clause 33.2, in relation to the provision of each of the Services referred to in Schedule 7, the Supplier, Data Aggregator or BSC Agent shall pay the Distribution Business the charges set out in its Condition 14 Statement, Condition 18 or Condition 36 Statement, as appropriate.
- 33.2 A Distribution Business shall not charge for any of the Services referred to in Schedule 7 in circumstances where the provision of that Service arose as a result of its failure to provide the Services in accordance with the provisions of this Agreement.
- 33.3 Without prejudice to Clause 33.4, where a Distribution Business is intending to revise the charges for Services, it shall serve a copy of any notice it sends to the Authority pursuant to paragraph 14.20 of Condition 14 of the Electricity Distribution Licence on all Suppliers, Data Aggregators and the BSC Agent as soon as reasonably possible after such notice is sent to the Authority.
- 33.4 Each Distribution Business may vary the charges payable in respect of those Services listed in Schedule 7 at any time by giving at least 3 months written notice to all Suppliers, Data Aggregators and the BSC Agent. Such charges and any variations are and will be calculated in accordance with the Condition 14, Condition 18 or Condition 36 Statements, as appropriate.
- 33.5 Charges for the provision of those Services not referred to in Schedule 7 shall be recovered by each Distribution Business as an element of the charges which it levies on Suppliers under the terms of the Distribution Connection and Use of System Agreement. Such charges shall be varied in accordance with the provisions of the DCUSA. Each Distribution Business shall be entitled to recover from each Supplier the charges relating to those Services not referred to in Schedule 7 set out in the Distribution Business' Condition 14 Statement, Condition 18 or Condition 36 Statement, as appropriate, even where there is no express obligation on the relevant Supplier in the DCUSA to pay those charges.

34 BILLING AND PAYMENT

- 34.1 Within 15 Working Days after the end of each calendar month each Distribution Business shall submit to each Supplier, each Data Aggregator and the BSC Agent a statement specifying:
- 34.1.1 the Services listed under Schedule 7 provided;
 - 34.1.2 the charges levied with respect to each of those Services; and
 - 34.1.3 any charges from previous monthly statements which have not been paid,
- in respect of Services as set out in Schedule 7 performed during that month for that Supplier, Data Aggregator or BSC Agent and setting out the total charges incurred, provided that where the total charges incurred, not including VAT, are less than or

equal to £100, that payment shall not then become due and shall be included in the statement for the following month. Where the aggregate of any unpaid charges on a monthly statement issued to a Supplier or the BSC Agent, pursuant to Clause 34.1, including any unpaid amounts pursuant to Clause 34.1.3, exceeds £100, not including any VAT, the Distribution Business shall submit to that Supplier or the BSC Agent an invoice setting out the total payment due and any VAT payable thereon, provided that in the monthly statement for April in each year, the Distribution Business shall submit to that Supplier or the BSC Agent an invoice setting out the total payment due for that month and any previous months which have not been paid, irrespective of whether the aggregate of those amounts exceeds £100.

- 34.2 Subject to Clause 34.3, within 20 Working Days of receipt of an invoice submitted in accordance with Clause 34.2, the Supplier, Data Aggregator or the BSC Agent shall pay to the Distribution Business all sums due in respect of such invoice in pounds sterling by electronic transfer of funds or other agreed means to such bank account (located in the United Kingdom) as is specified in the invoice, together with, where appropriate, an associated remittance advice, quoting the invoice number against which payment is made.
- 34.3 Where any sum included in a statement submitted in accordance with Clause 34.1 is disputed by a Supplier, Data Aggregator or the BSC Agent in good faith, that Supplier, Data Aggregator or the BSC Agent shall within 10 Working Days of receipt of such statement provide the Distribution Business with a statement of the amount in dispute. The Supplier, Data Aggregator or the BSC Agent shall pay such amount included in the statement in question as is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.
- 34.4 If a statement is served by a Supplier, Data Aggregator or the BSC Agent under Clause 34.3, the relevant parties shall use reasonable endeavours to resolve the dispute in question within 20 Working Days of it being raised, failing which the provisions of Clause 40 shall apply. Following resolution of the dispute, any amount agreed or determined to be payable, together with any VAT payable, shall be paid within 10 Working Days after such agreement or determination and interest shall accrue on such amount, net of any VAT payable, from the date such amount was originally due until the date of payment at the rate of 1% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales), as compounded annually.
- 34.5 Should a Supplier, Data Aggregator or the BSC Agent fail to make payment on or before the due date of any sum due in accordance with Clause 34.2 (other than any sum which is the subject of a bona fide dispute in accordance with Clause 34.3), interest on the amount unpaid shall accrue from the date such amount was due until the date of payment at the rate of 3% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales), compounded annually.
- 34.6 Subject to Clause 34.3, all payments to be made by a Supplier, Data Aggregator or the BSC Agent under this Agreement shall be made without any set-off or deduction in

respect of any claims or disputes or otherwise including any liquidated damages paid under Clause 14 but shall be without prejudice to any claims or rights which a Supplier, Data Aggregator, the BSC Agent, BSC Trading Parties or any of them may have against the Distribution Business.

- 34.7 If the Authority determines or the Distribution Business otherwise agrees that the charges (including any variations thereof) payable by a Supplier, Data Aggregator or the BSC Agent under this Agreement have not been calculated strictly in accordance with the terms of the Distribution Business's statement of charges for Metering Point Administration Services issued pursuant to Condition 18 or Condition 36, as appropriate, of the Electricity Distribution Licence, the Distribution Business shall pay to the Supplier, Data Aggregator or the BSC Agent an amount in respect of each charging period equal to the amount, if any, by which that Supplier, Data Aggregator or the BSC Agent has been overcharged during such charging period as a result together with interest thereon from the date on which such charges were paid until the date of payment of such interest. Such interest shall accrue from day to day at the rate specified in Clause 34.5.
- 34.8 Within 15 Working Days after the end of each Quarter each Distribution Business shall submit to each Supplier or the BSC Agent a statement setting out, in respect of that Quarter, the liquidated damages payments which it reasonably considers to be payable to the Supplier or the BSC Agent pursuant to Clause 14.10 or 14.11 as a result of failure by its MPAS Provider (or its Appointed MPAS Agent as the case may be) to meet the relevant service levels in Clause 14.5 or 14.6 during the relevant Quarter.
- 34.9 Within 10 Working Days of receiving a statement submitted in accordance with Clause 34.8, the Supplier or the BSC Agent shall submit to the Distribution Business a statement setting out any further liquidated damages payments which it considers to be payable by that Distribution Business as a result of the failure by the relevant MPAS Provider (or its Appointed MPAS Agent as the case may be) to meet the relevant service levels in either Clause 14.5 or Clause 14.6, as relevant during the relevant Quarter over and above those set out in the statement submitted in accordance with Clause 34.8 together in each case with reasonable supporting evidence explaining why it considers that further liquidated damages payments are payable.
- 34.10 Subject to Clause 34.11, within 10 Working Days of receipt of a statement submitted in accordance with Clause 34.9 (or, if no such statement is submitted, within 20 Working Days of dispatching its statement in accordance with Clause 34.8) the Distribution Business shall pay to each relevant Supplier or the BSC Agent all sums due in respect of:
- 34.10.1 the liquidated damages payments set out in the statement submitted in accordance with Clause 34.8;
 - 34.10.2 the undisputed portion of any further liquidated damages payments set out in the statement of the relevant Supplier or the BSC Agent submitted in accordance with Clause 34.9; and

34.10.3 the further liquidated damages payments resulting from any undisputed further failures by its MPAS Provider (or its Appointed MPAS Agent as the case may be) to meet the relevant Service Levels set out in the statement of a Supplier or the BSC Agent submitted in accordance with Clause 34.9.

Any undisputed and unpaid sums from previous Quarters shall be shown on each statement issued pursuant to Clause 34.8 until those sums are paid provided that such sums shall only become payable by the Distribution Business when the aggregate of the sums set out in Clauses 34.10.1 and 34.10.2 exceeds £100. All sums due shall be paid by the Distribution Business in pounds sterling by electronic transfer to funds or other agreed means to such bank account (located in the United Kingdom) as is specified by the Supplier or the BSC Agent together with, where appropriate, an associated remittance advice, stating the period to which the payment relates.

34.11 Where any sum included in a statement submitted in accordance with Clause 34.9 is disputed by a Distribution Business in good faith, that Distribution Business shall within 10 Working Days of receipt of such statement provide the relevant Supplier or the BSC Agent with a statement of the amount in dispute. The Distribution Business shall pay such amount included in the statement in question as is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.

34.12 If a statement is served by a Distribution Business under Clause 34.11 the parties shall use reasonable endeavours to resolve the dispute in question within 20 Working Days of it being raised, failing which the provisions of Clause 40 shall apply. Following resolution of the dispute, any amount agreed or determined payable shall be paid within 10 Working Days after such agreement or determination and interest shall accrue on such amount from the date such amount was originally due until the date of payment at the rate of 1% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales), compounded annually.

34.13 Should a Distribution Business fail to make payment on or before the due date of any sum due in accordance with Clause 34.10 (other than any sum which is the subject of a bona fide dispute and which has been notified by that Distribution Business in accordance with Clause 34.11), interest on the amount unpaid shall accrue from the date such amount was due until the date of payment at the rate of 3% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales) compounded annually.

PART VIII: LIQUIDATED DAMAGES PAYMENTS CAP AND LIMITATION OF LIABILITY

35 LIQUIDATED DAMAGES PAYMENTS CAP AND LIMITATION OF LIABILITY

35.1 The maximum aggregate liability of each Distribution Business (in its capacity as the relevant MPAS Provider or otherwise) to all Suppliers jointly for liquidated damages pursuant to Clause 14.11 in any Financial Year, shall be £1,300,000.

35.2 Subject to Clauses 14.9, 14.10, 35.1, 35.4 and 35.6 and save as provided in this Clause 35.2 and Clause 35.3, no party (the "**party liable**") nor any of its officers, employees, sub-contractors, delegates or agents shall be liable to any other party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

35.2.1 physical damage to the property of that other party, its officers, employees or agents; and/or

35.2.2 the liability of such other party to any other person for loss in respect of physical damage to the property of any person.

Provided that the liability of any party in respect of claims for such loss arising from any incident or series of related incidents shall in no circumstances exceed ~~£1,000,000~~ 1,000,000 save in respect of any indemnity under Clause 6.52 insofar as such indemnity relates to a Green Deal Matter, in which case liability shall be unlimited.

35.3 Nothing in this Agreement shall exclude or limit the liability of the party liable for death or personal injury resulting from the negligence of the party liable or any of its officers, employees, sub-contractors, delegates or agents and the party liable shall indemnify and keep indemnified any other party, its officers, employees or agents, from and against all such liability which such other party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the party liable or any of its officers, employees or agents.

35.4 Subject to Clause 14.10, 14.11, 35.1 and 35.6, no party, nor any of its officers, employees, sub-contractors, delegates or agents shall in any circumstances whatsoever be liable to any other party for:

35.4.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

35.4.2 any indirect or consequential loss; or

35.4.3 loss resulting from the liability of such other party to any other person howsoever and wheresoever arising save as provided in Clauses 35.2 and 35.3.

- 35.5 The rights and remedies provided by this Agreement to the parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including any rights any party may possess in tort or delict which shall include actions brought in negligence and/or nuisance. Accordingly, each of the parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the party liable, its officers, employees, sub-contractors, delegates and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.
- 35.6 Save as otherwise expressly provided in this Agreement, this Clause 35 insofar as it excludes or limits liability shall override any other provision in this Agreement provided that nothing in this Clause 35 shall exclude or restrict or otherwise prejudice or affect any of:
- 35.6.1 the rights, powers, duties and obligations of any party which are conferred or created by the Act, any licence granted pursuant to the Act or any subordinate legislation made under the Act; or
- 35.6.2 the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any such licence or otherwise howsoever.
- 35.7 Each of the sub-clauses of this Clause 35 shall:
- 35.7.1 be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such Clauses shall remain in full force and effect and shall continue to bind the parties; and
- 35.7.2 survive termination of this Agreement.
- 35.8 Each party hereby acknowledges and agrees that each of the other parties holds the benefit of Clauses 35.1, 35.2, 35.3, and 35.4 for itself and as trustee and agent for its officers, employees, sub-contractors, delegates and agents.
- 35.9 Each party hereby acknowledges and agrees that the provisions of this Clause 35 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date hereof and that where any provision of this Agreement provides for a liquidated damage payment to be payable by a Distribution Business upon or in respect of its failure to meet a service level for the provision of MPAS, each party agrees and acknowledges that such provision has been the subject of discussion and negotiation, and in the case of liquidated damages payment that the amount provided to be payable represents a genuine pre-estimate of the loss of the party.

MRA

35.10 For the avoidance of doubt, nothing in this Clause 35 shall prevent or restrict any party enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

PART IX: EVENTS OF DEFAULT AND CONSEQUENCES OF DEFAULT

36 EVENTS OF DEFAULT AND CONSEQUENCES OF DEFAULT

- 36.1 An “**Event of Default**” shall occur in respect of a party (the “**Defaulting Party**”) if:
- 36.1.1 the Defaulting Party is in material breach of any of the material terms or conditions of this Agreement, and such breach is incapable of remedy;
 - 36.1.2 the Defaulting Party is in material breach of any of the material terms or conditions of this Agreement, the breach is capable of remedy, MEC has given notice to the Defaulting Party pursuant to Clause 36.4.1, and the Defaulting Party has neither:
 - 36.1.2.1 remedied the breach within 30 Working Days after receipt of such notice; or
 - 36.1.2.2 where the breach is not reasonably capable of remedy within 30 Working Days, provided to MEC (within 15 Working Days after receipt of such notice) a rectification plan (that details the steps to be taken, and the timetable to which such steps will be taken, in order to remedy the breach as soon as reasonably practicable after receipt of such notice), and obtained (within 20 Working Days after receipt of such notice) MEC’s approval of such plan;
 - 36.1.3 a rectification plan is submitted by the Defaulting Party and approved pursuant to Clause 36.1.2.2, but the breach to which the plan relates is not rectified in accordance with the plan;
 - 36.1.4 the Defaulting Party passes a resolution for its winding-up, or a court of competent jurisdiction makes an order for the winding-up or dissolution of the Defaulting Party;
 - 36.1.5 an administration order is made in relation to the Defaulting Party or a receiver is appointed over, or an encumbrancer takes possession of or sells, any substantial part or parts of the Defaulting Party's assets, rights, or revenues;
 - 36.1.6 the Defaulting Party makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally;
 - 36.1.7 the Defaulting Party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, but as if in that Section the sum of £10,000 was substituted for the sum of £750;
 - 36.1.8 without prejudice to Clause 39, a circumstance of Force Majeure which affects the performance by the Defaulting Party of substantially all of its obligations under this Agreement continues for more than 180 days;

- 36.1.9 any of the conditions precedent set out in Clauses 2.1, 2.2, 2.3.2 and 2.3.3 cease to be satisfied in relation to the Defaulting Party and, if the situation is capable of remedy, the Defaulting Party has failed to remedy the situation within 20 Working Days of receipt of a notice from MEC pursuant to Clause 36.4.1. (For the avoidance of doubt, this Clause 36.1.9 shall not apply to the BSC Agent); or
- 36.1.10 the conditions precedent in Clause 2.3.1 cease to be satisfied, or an event for which the Distribution Connection Use of System Agreement expressly allows the suspension of Services under this Agreement occurs, in respect of the Defaulting Party.

MEC Determinations on Events of Default

- 36.2 Where any of the persons listed in Clause 36.3 believes that an Event of Default (or, in the case of Clause 36.1.2 or 36.1.9, an event that would become an Event of Default if the relevant party failed to comply with a notice served by MEC in relation thereto) has occurred in respect of a party (the “**Suspected Party**”), such person may report the matter to MEC. Within 2 Working Days of receiving such a report, MEC shall provide the Suspected Party with a copy of the report, and invite the Suspected Party to respond within 10 Working Days.
- 36.3 The persons referred to in Clause 36.2 are:
 - 36.3.1 any party (the “**Reporting Party**”);
 - 36.3.2 any MEC Member or person who serves on any sub-committee of MEC;
 - 36.3.3 the Authority;
 - 36.3.4 the BSC Agent; or
 - 36.3.5 the Secretariat.
- 36.4 On receipt of a report pursuant to Clause 36.2, MEC shall determine:
 - 36.4.1 in the case of the alleged occurrence of an event that would become an Event of Default under Clause 36.1.2 or 36.1.9 if the relevant party failed to comply with a notice served by MEC in relation thereto, whether to serve such a notice; or
 - 36.4.2 in the case of an alleged occurrence of an Event of Default, whether an Event of Default has occurred.
- 36.5 Where MEC determines to serve a notice pursuant to Clause 36.4.1 in relation to:
 - 36.5.1 Clause 36.1.2, such notice shall specify (in reasonable detail) the breach in question, and state that failure to remedy the breach may give rise to the consequences set out in this Clause 36; or

36.5.2 Clause 36.1.9, such notice shall specify (in reasonable detail) the condition(s) precedent and/or suspensive conditions that have ceased to be satisfied, and state that failure to remedy the situation may give rise to the consequences set out in this Clause 36.

Consequences of an Event of Default

36.6 Where MEC determines that an Event of Default has occurred in respect of a Defaulting Party, MEC may (only where it considers it appropriate to do so in the circumstances) resolve (in respect of the period for which it considers the Event of Default to be continuing) to:

36.6.1 suspend the rights of the Defaulting Party to exercise any voting rights pursuant to Clauses 6 to 9; and/or

36.6.2 where the Defaulting Party is a Supplier, suspend the rights of the Defaulting Party to receive the Services.

36.7 Where a Distribution Business alleges that an Event of Default under Clause 36.1.5 or 36.1.10 has occurred in respect of a Supplier:

36.7.1 the Distribution Business shall be entitled to refuse to provide the services described in Clauses 15 and 20 to the Supplier until such time as MEC has made a determination pursuant to Clause 36.4.2 in respect of that alleged Event of Default and the Distribution Business has been notified of such determination; and

36.7.2 where the Distribution Business exercises its rights under Clause 36.7.1 to refuse to provide services to a Supplier, either of the Distribution Business or the Supplier may report the alleged Event of Default to MEC. Where the Distribution Business reports the alleged Event of Default to MEC it shall do so in accordance with Clause 36.2. Where the Supplier reports the alleged Event of Default to MEC, the Distribution Business shall be deemed to have reported it pursuant to Clause 36.2, and the Supplier's report shall be deemed to be the response of a Suspected Party thereunder.

36.8 Where MEC determines that an Event of Default has occurred in respect of a Defaulting Party, MEC shall notify the Authority and all of the parties of that determination and of whether or not MEC has resolved to suspend the rights of the Defaulting Party referred to in Clause 36.6.1 and/or 36.6.2.

36.9 Upon receipt of notification from MEC under Clause 36.8 that MEC has suspended the rights of a Supplier to receive the Services, a Distribution Business shall be entitled to refuse to provide the Services to that Supplier until that Distribution Business is notified by MEC that MEC has determined otherwise.

36.10 Where MEC has resolved to suspend the rights of a Defaulting Party referred to in Clause 36.6.1 and/or 36.6.2, MEC may resolve to lift such suspension at any time, and shall resolve to lift such suspension where MEC determines that no Event of Default

is continuing in respect of the Defaulting Party. Where MEC resolves to lift such suspension, it shall notify the Authority and all of the parties of such resolution.

- 36.11 Where MEC has resolved to suspend the rights of a Defaulting Party referred to in Clause 36.6.1 and/or 36.6.2, the Defaulting Party may apply to MEC to have those suspensions lifted. MEC shall consider such application and may levy a fee on the Defaulting Party to remove the relevant suspensions.

Voting by MEC Members on Event of Default Decisions

- 36.12 A MEC Member (other than the BSC Member) shall be disqualified from acting, and shall not act in his capacity as a MEC Member, in relation to an Event of Default Decision where:

36.12.1 his employer is the Suspected Party, the Defaulting Party, or the Reporting Party in relation to that Event of Default Decision; or

36.12.2 his employer is an Affiliate of any of the Suspected Party, the Defaulting Party, and the Reporting Party in relation to that Event of Default Decision,

in which case the MEC Member's alternate shall act in the MEC Member's place in relation to that Event of Default Decision, and the alternate (rather than the MEC Member) shall be entitled to receive the relevant notices, minutes and other papers and to attend and vote at the relevant meetings.

- 36.13 If both a MEC Member and his alternate are disqualified from acting in relation to an Event of Default Decision as a result of Clause 36.12, that MEC Member shall appoint any further person (in accordance with, and subject to, Clause 6.19), who is not disqualified pursuant to Clause 36.12, to act as the MEC Member's alternate in relation to that Event of Default Decision.

- 36.14 In relation to any Event of Default Decision, MEC Members shall:

36.14.1 act independently and impartially, and shall not act as representatives of, or with undue regard to the particular interests of, any particular person or class of person (including the MEC Member's employer and the category of party that appointed him); and

36.14.2 seek to ensure that the decision is consistent with, and will (so far as applicable to the manner in which this Agreement is given effect) facilitate the achievement of, the requirements set out in Conditions 14, 14B and 37 of the Electricity Distribution Licence.

- 36.15 For the avoidance of doubt, MEC need not:

36.15.1 determine that an event referred to in Clause 36.4 has either occurred, or not occurred; or

36.15.2 resolve that the rights referred to in Clause 36.6 should, or should not, be suspended,

at the first Event of Default Meeting relating to the alleged Event of Default, and may decide that it requires more information and/or further meetings to reach a conclusion on those matters.

Procedures of MEC in relation to Event of Default Meetings

- 36.16 MEC shall consider any alleged Event of Default reported to it in accordance with Clause 36.2 within 20 Working Days after receiving such report, provided that MEC shall not consider the alleged Event of Default until it has received the Suspected Party's response to that report (or until the period which the Suspected Party has to respond has expired). If there is no scheduled meeting of MEC within that period, the Secretary shall promptly convene a meeting within that period for that purpose. The Secretary shall promptly convene any subsequent Event of Default Meeting relating to that Event of Default as is required by MEC on not less than 5 Working Days notice.
- 36.17 The notice of any Event of Default Meeting shall contain the time, venue and date of the meeting and shall be accompanied by any supporting papers (including, in respect of the first such meeting, the report given under Clause 36.2). On receipt of any response by the Suspected Party to such report (made in accordance with Clause 36.2), the Secretary shall add this to the supporting papers for the next such meeting. The notice of an Event of Default Meeting (and supporting papers) shall only be given to:
- 36.17.1 each MEC Member;
 - 36.17.2 the Suspected Party or Defaulting Party (as the case may be) in relation to that Event of Default Meeting;
 - 36.17.3 where the report under Clause 36.2 was given by a Reporting Party, the Reporting Party in relation to that Event of Default Meeting; and
 - 36.17.4 the Authority.
- 36.18 Notwithstanding Clause 36.17 MEC may (where it considers it appropriate to do so) notify any party or class of party of any or all of the following matters in respect of an Event of Default Meeting:
- 36.18.1 a summary of the alleged Event of Default or Event of Default in question;
 - 36.18.2 the identity of the Suspected Party or Defaulting Party in relation to that alleged Event of Default or Event of Default; and/or
 - 36.18.3 the identity of any Reporting Party in relation to that alleged Event of Default or Event of Default.
- 36.19 The Secretary shall circulate copies of the minutes of each Event of Default Meeting to each person who was entitled to receive notice of that meeting as soon as practicable (and in any event within 5 Working Days) after the relevant meeting has been held.

- 36.20 If, and to the extent that, MEC determines that it is appropriate to do so (and not otherwise), the Secretary shall circulate to all parties (or to a class of parties) copies of the minutes of the relevant Event of Default Meetings (or a summary of those minutes or of the relevant decisions), provided that the names of each MEC Member shall be obscured so as not to disclose how each voted.
- 36.21 The Secretary shall maintain a record of all resolutions voted on at Event of Default Meetings, indicating how each MEC Member voted on each resolution. If MEC determines that it is appropriate to do so (and not otherwise), the Secretary shall make the record relating to that Event of Default available on request to any party, provided that the names of each MEC Member shall be obscured so as not to disclose how each voted.

Representations by Parties

- 36.22 All papers and submissions received by MEC, in relation to an Event of Default Meeting, from
- 36.22.1 the Suspected Party or the Defaulting Party (as the case may be) in relation to that meeting, shall not be disclosed to any person (including any Reporting Party) other than MEC, the Secretary or the Secretariat, or reproduced in any MEC papers, without the permission of the Suspected Party or the Defaulting Party (as the case may be); or
- 36.22.2 any Reporting Party in relation to that meeting, shall not be disclosed to any person (including the Suspected Party or Defaulting Party) other than MEC, the Secretary or the Secretariat, or reproduced in any MEC papers, without the permission of the Reporting Party.
- 36.23 The following people shall be entitled (but not obliged) to attend and speak at Event of Default Meetings (with or without legal or other representatives) provided that the MEC Chairman will be entitled to exclude such persons from any part of the Event of Default Meeting that the MEC Chairman considers appropriate:
- 36.23.1 the Suspected Party or Defaulting Party (as the case may be) in relation to that Event of Default Meeting; and
- 36.23.2 where the report under Clause 36.2 was given by a Reporting Party, the Reporting Party in relation to that Event of Default Meeting.

Appeal of Event of Default Decisions

- 36.24 Subject to Clause 36.25, any Event of Default Decision shall be conclusive. Dispute regarding whether or not an Event of Default has occurred in respect of a party shall not be subject to Clause 40. It is acknowledged that alleged breaches of this Agreement that may constitute Events of Default may also be the subject of disputes under Clause 40, and MEC shall have regard to any relevant decision of the Disputes Committee, or of an arbitrator appointed pursuant to Clause 40, that is brought to its attention. Nevertheless, MEC shall be in no way bound by any decision of the

Disputes Committee or of any such arbitrator in making any Event of Default Decision. Furthermore, Event of Default Decisions shall not be capable of appeal to the MRA Forum pursuant to Clause 6.45, 6.46 or 6.47.

36.25 The sole and exclusive remedy of a party (the “**Dissatisfied Party**”) who is dissatisfied with any Event of Default Decision shall be to appeal the matter to the Authority for determination.

36.26 In order to appeal an Event of Default Decision to the Authority, the Dissatisfied Party must:

36.26.1 give notice of such appeal to the Authority (copied to MEC) within 10 Working Days after the Dissatisfied Party is notified of the Event of Default Decision;

36.26.2 include in such notice (in reasonable detail) the grounds upon which the Dissatisfied Party is appealing the Event of Default Decision, which shall be limited to one or more of the following:

36.26.2.1 that MEC (or its delegates) did not comply with the procedural requirements of this Agreement (including the procedures referred to in Clause 36.29) in respect of the decision;

36.26.2.2 that MEC gave undue, or insufficient, weight to particular evidence (or the lack of particular evidence) relevant to the decision;

36.26.2.3 that MEC has misinterpreted this Agreement, any applicable law, or some or all of the evidence relevant to the decision; and

36.26.2.4 that, in reaching the decision, the MEC Members did not comply with Clause 36.14.2.

36.27 Any determination made by the Authority on an appeal pursuant to Clause 36.26 shall be final and binding on MEC and all parties. MEC shall promptly notify all the parties of any such determination communicated to MEC by the Authority, and MEC and the parties shall promptly give effect to such determination.

36.28 Where MEC determines that an Event of Default has not occurred in relation to a party, nothing in this Clause 36 shall prevent a party alleging that an Event of Default has subsequently occurred in relation to that party.

Procedures

36.29 MEC shall agree and issue appropriate procedures in relation to Events of Default and the other matters governed by this Clause 36 (which procedures shall be subordinate to and shall not be inconsistent with the procedures set out in this Clause 36), and the parties agree to comply with those procedures as issued from time to time.

Withdrawal from the MRA

- 36.30 A Supplier shall cease to be a party to this Agreement upon giving MEC 30 Working Days notice of its intention to cease to be a party to this Agreement, where:
- 36.30.1 it is no longer Registered for any Metering Point on any MPAS Registration System; and
 - 36.30.2 it has paid all charges for which it is or will (in relation to Services already received) become liable under the terms of this Agreement; and
 - 36.30.3 it does not hold an Electricity Supply Licence.
- 36.31 A party shall cease to be entitled to receive any Services or exercise any voting rights pursuant to Clauses 6 to 11 where MEC is notified:
- 36.31.1 by the Authority that the Electricity Supply Licence or Electricity Distribution Licence of such party has been revoked; or
 - 36.31.2 by BSCCo that a resolution has been passed by the BSC Panel in accordance with Section H, paragraph 3.2.2(e) of the BSC which wholly suspends such party's right to register further Metering Systems (“**BSC Resolution**”), provided (where a notification pursuant to Clause 36.31.1 has not been made in relation to such party) that any cessation of rights pursuant to this Clause 36.31.2 shall not continue to be effective in the event that MEC is notified by BSCCo that the BSC Resolution in relation to such party has been revoked.
- 36.32 Any party listed in Part 1 of Schedule 1 shall cease to be a party (in that capacity) to this Agreement with immediate effect if it does not hold an Electricity Distribution Licence.
- 36.33 Where a party ceases to be a party pursuant to the terms of Clause 36.30 or Clause 36.32, Clauses 34, 35, 36, 37, 38 and 40 to 48 (inclusive) and clauses 32.1 to 32.4 (inclusive) shall remain in full force and effect as regards that party.
- 36.34 A party ceasing to be a party to this Agreement shall be without prejudice to the accrued rights and liabilities of that party prior to the date of it ceasing to be a party and shall not affect any continuing obligations of that party under this Agreement.
- 36.35 The BSC Agent shall cease to be a party upon:
- 36.35.1 giving MEC 5 Working Days notice of its intention to cease to be a party to this Agreement; and
 - 36.35.2 a successor to the BSC Agent entering into an Accession Agreement;
- PROVIDED THAT the BSC Agent shall continue to be a party to this Agreement and to perform and discharge its duties and responsibilities under this Agreement until the accession under such Accession Agreement comes into effect, or the notice period in Clause 36.35.1 has expired, whichever is the later.

- 36.36 Where a successor to the BSC Agent enters into an Accession Agreement, the BSC Agent shall (save as regards any rights and obligations accrued as at the date the accession under such Accession Agreement comes into effect) be discharged from any further obligation and shall have no further rights under this Agreement from the date on which the accession under the Accession Agreement comes into effect and its successor and each of the other parties shall have the same rights and obligations amongst themselves as they would have had if such successor had become a party to this Agreement in place of the BSC Agent on the date that the successor assumes the rights and obligations of the BSC Agent under the relevant Accession Agreement.
- 36.37 If the BSC Agent is unable to secure a successor within 30 Working Days of its notice pursuant to Clause 36.35.1, the BSC Agent may apply to the Authority, and the Authority may appoint a successor.

37 SEPARATION OF SUPPLY AND DISTRIBUTION

- 37.1 For the purposes of this Clause 37:
- (A) **“Public Electricity Transferor”** shall mean those entities listed in Part 4 of Schedule 1;
 - (B) **“Separation Date”** shall mean, in respect of each Public Electricity Transferor, the effective date of the transfer scheme relevant to that Public Electricity Transferor made under paragraph 2(1) of the Transfer Provisions;
 - (C) **“Transfer Provisions”** shall mean Schedule 7 of the Utilities Act 2000.
- 37.2 Prior to the Separation Date each Public Electricity Transferor shall:
- 37.2.1 provide confirmation to MEC of the identity of the associate or associates that have been or will be nominated for the purpose of paragraph 1(3) of the Transfer Provisions and the capacity in which such associate or associates have been nominated;
 - 37.2.2 provide confirmation to MEC of the arrangements made, or to be made, by the Public Electricity Transferor to transfer rights and liabilities under this Agreement that have accrued immediately prior to the Separation Date to the relevant nominated associate or associates identified by the Public Electricity Transferor under Clause 37.2.1;
 - 37.2.3 procure that each nominated associate identified by the Public Electricity Transferor under Clause 37.2.1 enters into an Accession Agreement unless that associate is already a party in the relevant capacity.
- 37.3 Without prejudice to any rights and liabilities that have accrued prior to the Separation Date, on and from the Separation Date:

- 37.3.1 a Public Electricity Transferor that will with effect from the Separation Date hold an Electricity Distribution Licence as contemplated by paragraph 1(2) of the Transfer Provisions shall cease to be a party to this Agreement in the capacity of a Supplier but shall otherwise remain a party to this Agreement in the capacity of a Distribution Business;
- 37.3.2 a Public Electricity Transferor that will with effect from the Separation Date hold an Electricity Supply Licence as contemplated by paragraph 1(2) of the Transfer Provisions shall cease to be a party to this Agreement in the capacity of a Distribution Business but shall otherwise remain a party to this Agreement in the capacity of a Supplier;
- 37.3.3 a Public Electricity Transferor that will with effect from the Separation Date hold neither an Electricity Supply Licence nor an Electricity Distribution Licence as contemplated by paragraph 1(3)(b) of the Transfer Provisions shall cease to be a party to this Agreement for all purposes.

PART X: CONFIDENTIALITY

38 CONFIDENTIALITY

General

38.1 Each party hereby undertakes with each other party that it shall preserve the confidentiality of and shall not directly or indirectly Disclose or use for its own purposes Confidential Information. The exceptions to this obligation are set out in Clause 38.2.

Exceptions to Confidentiality Obligation

38.2 A party shall be entitled to Disclose or use Confidential Information if and to the extent that one or more of the following apply:

38.2.1 the party is required or permitted to Disclose Confidential Information pursuant to the terms of a Nominated Agreement, to the extent of such requirement or permission; or

38.2.2 the party believes, on reasonable grounds, that market arrangements set out or contemplated by this Agreement require or permit it to Disclose Confidential Information to another person or to use Confidential Information to the extent of such requirement or permission; or

38.2.3 the person to whose affairs the Confidential Information relates gives its prior written consent to the Disclosure or use, to the extent of such consent; or

38.2.4 the Confidential Information, before it is furnished to the relevant party is in the public domain; or

38.2.5 the Confidential Information, after it is furnished to the party:

(A) is acquired by the party in circumstances in which this Clause does not apply;

(B) is acquired by a party in circumstances in which this Clause does apply and thereafter ceases to be subject to the restrictions imposed by this Clause; or

(C) enters the public domain,

and in any such case otherwise than as a result of (i) a breach by the party of its obligations in this Clause or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation and the party is aware of such breach; or

38.2.6 the party is required or permitted to Disclose Confidential Information to any person:

(A) in compliance with any provisions of any Relevant Instrument; or

- (B) in compliance with any other requirement of law or of a Competent Authority; or
 - (C) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-Overs and Mergers; or
 - (D) pursuant to the arbitration rules for the Electricity Arbitration Association or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the party including any disputes committee set up under the terms of this Agreement or the BSC; or
- 38.2.7 the party Discloses Confidential Information to its Affiliates or Related Undertakings, its or its Affiliates or Related Undertakings employees, directors, agents, consultants and professional advisers, or where the party is a Supplier to any Relevant Exempt Supplier in each case on the basis set out in Clause 38.6; or
- 38.2.8 the party Discloses Confidential Information to the Authority; or
- 38.2.9 the party is a Distribution Business and the Confidential Information relates to information in respect of a Customer which information the MPAS Provider previously acquired through its Distribution Business to the extent that disclosure is made by that MPAS Provider to the person who supplied electricity to the Customer at the time such information was acquired by the MPAS Provider.
- 38.3 Confidential Information which a party is permitted or obliged to Disclose or use pursuant to Clause 38.2 shall not cease to be regarded as Confidential Information in all other circumstances by virtue of such Disclosure or use.

Distribution Business Provisions

- 38.4 Each party agrees that where a Distribution Business Discloses or uses Confidential Information in accordance with Clause 38.2, such information need not be treated as confidential to the extent of such Disclosure or use for the purposes of Condition 42 of the Electricity Distribution Licence.

Internal Procedures

- 38.5 With effect from the date of this Agreement each party shall adopt procedures within its organisation for ensuring the confidentiality of all Confidential Information which it is obliged to preserve as confidential under Clause 38.1. These procedures are:
- 38.5.1 the Confidential Information will be disseminated within the party only on a "need to know" basis;
 - 38.5.2 employees, directors, agents, consultants and professional advisers of the party in receipt of Confidential Information will be made fully aware of the party's obligations of confidence in relation thereto; and

38.5.3 any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.

38.6 Each party shall take all reasonable steps to ensure that any person referred to in Clause 38.2.6 to whom the party Discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not Disclose that Confidential Information otherwise than in accordance with this Clause 38.

Affiliate or Related Undertaking

38.7 Each party shall procure that each of its Affiliates and Related Undertakings observes the restrictions in Clauses 38.1 to 38.7 as if in each Clause there was substituted for the name of the party the name of the Affiliate or Related Undertaking.

Data Protection Act

38.8 Each party warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. Each party undertakes to comply with the Data Protection Act in the performance of this Agreement.

38.9 Each party undertakes that, in any case where information to be disclosed by it under this Agreement may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior consents so as to enable it, or the Distribution Business as the case may be, promptly to perform its obligations under this Agreement.

MEC

38.10 The parties acknowledge that, for MEC and each of its sub-committees properly to carry out its duties and responsibilities under this Agreement, MEC may decide or be obliged to keep confidential to it (and may instruct its sub-committees to keep confidential) matters, reports, data and other information (which, for the avoidance of doubt, shall include any such reports, data or other information relating to the Entry Assessment undertaken by any party pursuant to Clause 11), or provided in relation to an application made pursuant to Clause 11.3) produced by or for, or made available to or held by, MEC or the relevant sub-committee and, in any such case, MEC members shall neither disclose the same to the category of parties which they represent nor be required by such parties so to disclose. Each of the parties agrees to respect the position of MEC, its sub-committees and the MEC Members accordingly.

38.11 Each of the parties agrees, subject to any relevant confidentiality provision binding on it, to provide MEC and the Secretariat with all data and other information reasonably requested by MEC and necessary for MEC and/or the Secretariat properly to carry out its duties and responsibilities under this Agreement.

PART XI: FORCE MAJEURE

39 FORCE MAJEURE

If any party (the "**Affected Party**") shall be unable to carry out any of its obligations under this Agreement due to a circumstance of Force Majeure this Agreement shall remain in effect but:

- 39.1 the Affected Party's obligations;
- 39.2 the obligations of each of the other parties owed to the Affected Party under this Agreement; and
- 39.3 any other obligations of such other parties under this Agreement owed between themselves which the relevant party is unable to carry out directly as a result of the suspension of the Affected Party's obligations;

shall be suspended without liability for the period during which the circumstance of Force Majeure prevails provided that:

- (i) the Affected Party gives the other parties prompt notice describing the circumstance of Force Majeure including the nature of the occurrence and its expected duration and where reasonably practicable continues to furnish regular reports with respect thereto during the period of Force Majeure; and
- (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the circumstance of Force Majeure; and
- (iii) no obligations of any party that arose before the circumstance of Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; and
- (iv) the Affected Party uses all reasonable efforts to mitigate the impact of the circumstance of Force Majeure and to remedy its inability to perform as quickly as possible; and
- (v) immediately after the end of the circumstance of Force Majeure the Affected Party notifies the other parties in writing of the same and resumes performance of its obligations under this Agreement.

PART XII: DISPUTES

40 DISPUTES

40.1 Save where expressly stated in this Agreement to the contrary, and subject to any contrary provision of the Act, Chapter 1 of Part 1 of the Energy Act 2011, any licence issued pursuant to the Act or the Electricity Supply Regulations 1988 (or any other regulations made under Section 29 of the Act), or the rights, powers, duties and obligations of the Authority or Secretary of State under the Act, Chapter 1 of Part 1 of the Energy Act 2011, any such licence or otherwise howsoever, any dispute or difference of whatever nature and howsoever arising under, out of or in connection with this Agreement (a "**Dispute**") shall be resolved according to the provisions of this Clause 40.

Contract Management

40.2 Any party shall refer a Dispute to the Contract Managers, by notice in writing to all other parties to the Agreement who are party to the Dispute (the party referring the Dispute and the other parties to the Dispute each being a "**Disputing Party**"). The Contract Managers of the Disputing Parties shall endeavour to resolve the Dispute between them. The Contract Managers of the Disputing Parties shall have authority to negotiate in relation to and to resolve the Dispute including authority to bind the party nominating them provided that the Contract Manager nominated by the BSC Agent shall not have any authority to bind the party nominating them or the BSC Trading Parties. Subject to the foregoing proviso, the joint and unanimous decision of the Contract Managers of the Disputing Parties shall be binding upon the parties to the Dispute.

Disputes Committee

40.3 MEC shall constitute a sub-committee ("the **Disputes Committee**") whose rules and procedures:

40.3.1 shall be issued by MEC from time to time;

40.3.2 shall be subject to and in accordance with the principles set out in Clause 40.6;

40.3.3 shall be binding on the parties so that the parties shall be obliged to and shall comply with their obligations under such rules and procedures and, subject to any subsequent award in any Electricity Arbitration Association ("**EAA**") arbitration in relation to a Dispute or judgement in the event of a Third Party Claim (as defined below), shall be obliged to and shall comply with any decision made by the Disputes Committee pursuant to this Clause 40 and/or such rules and procedures.

40.4 The costs of constituting and maintaining the Disputes Committee and the costs of the Disputes Committee in relation to any particular Dispute shall be recovered by MEC as costs and expenses of MEC in accordance with the provisions of Clause 8.

- 40.5 If the Contract Managers are unable to resolve a Dispute within 10 Working Days of the reference of a Dispute to them then any Disputing Party may refer the Dispute to the Disputes Committee by notice in writing to all Disputing Parties.
- 40.6 The rules of the Disputes Committee shall be subject to and in accordance with the following principles:
- 40.6.1 The Disputes Committee shall not act as expert or arbitrator;
 - 40.6.2 decisions of the Disputes Committee shall be binding upon the Disputing Parties unless and until one of the Disputing Parties refers the Dispute to arbitration pursuant to clause 40.7;
 - 40.6.3 the Disputing Parties shall be able to make written and oral submissions to the Disputes Committee in relation to all matters of fact and law in relation to that Dispute, including the interpretation and application of this Agreement;
 - 40.6.4 the Disputing Parties shall not be entitled to have legal or other representation before the Disputes Committee provided that nothing in this Clause 40.6.4 or otherwise shall prevent a Disputing Party from adducing any evidence, including expert evidence, before the Disputes Committee, whether that evidence or expert evidence is from the Disputing Party's employee, contractor, sub-contractor, agent or otherwise;
 - 40.6.5 the parties shall be entitled, but not obliged, to take legal or other advice when preparing submissions or evidence for the Disputes Committee;
 - 40.6.6 the Disputes Committee shall be entitled to make such enquiries into matters of fact and law and take such advice in relation to such matters as it sees fit;
 - 40.6.7 subject to rules and procedures made or amended from time to time by MEC, the Disputes Committee shall be entitled to regulate its own procedure and in particular, subject to Clause 40.6.8 and taking into account all of the conditions of the Dispute including its value and the nature, complexity and importance to the Disputing Parties of the issues raised in the Dispute, to act by considering documentary submissions only or by hearing submissions from the Disputing Parties in relation to the Dispute;
 - 40.6.8 MEC shall, if it sees fit, specify from time to time classes of Dispute and/or values of Dispute which are only to be considered by the Disputes Committee on a documents only basis or which are to be considered by the Disputes Committee only after hearing submissions from the parties to the Dispute;
 - 40.6.9 where the Disputes Committee hears submissions from the parties to a Dispute, it shall be entitled to regulate the time taken by the parties in making such submissions;
 - 40.6.10 all parties to this Agreement, whether Disputing Parties in relation to a particular Dispute or not, shall co-operate fully with any enquiry from the Disputes Committee, which co-operation shall include attending any hearing

of the Disputes Committee that the Disputes Committee may ask a party to attend and providing such evidence or information in relation to a Dispute as a party may hold pursuant to this Agreement or to its obligations under this Agreement;

- 40.6.11 if a Disputing Party fails or refuses to attend a hearing of the Disputes Committee in relation to the relevant Dispute or fails or refuses to provide information as described in Clause 40.6.10 in relation to the relevant Dispute the Disputes Committee shall be entitled to proceed with its consideration of the Dispute and to make its decision in relation to the Dispute notwithstanding such failure or refusal and to make such adverse inferences from such failure or refusal against that Disputing Party as it sees fit;
- 40.6.12 all parties shall bear their own costs of and occasioned by the reference of the Dispute to the Disputes Committee and for the avoidance of doubt no charge shall be made by any party for the attendance of any of its employees at the Disputes Committee to give evidence or information or to sit on the Disputes Committee;
- 40.6.13 any Disputing Party may terminate the proceedings of the Disputes Committee in relation to a particular Dispute by notice in writing to all other Disputing Parties if a Third Party Claim (as defined below) arises before or during the Disputes Committee's proceedings, in which case the Dispute shall be subject to determination by the court and any Disputing Party may commence proceedings before the court pursuant to Clause 40.9;
- 40.6.14 the Disputing Parties may agree, at any time, to withdraw a Dispute from the Disputes Committee on such terms as the Disputing Parties may agree, including the referral of the Dispute to EAA arbitration;
- 40.6.15 the Disputes Committee shall have a membership of suitably qualified individuals including a Chairman and Vice-Chairman who shall be available to convene the Disputes Committee;
- 40.6.16 the members of the Disputes Committee need not be independent of the parties to this Agreement but the members of the Disputes Committee for any given Dispute shall be independent of the Disputing Parties to that Dispute and shall act impartially in relation to the Dispute;
- 40.6.17 the Disputes Committee shall notify the Disputing Parties and MEC in writing of its decision in relation to a Dispute, along with its full reasons for that decision (the decision and the reasons for it together being a "Decision"), within 25 Working Days of the reference of a Dispute to it, following which MEC shall prepare and circulate to all parties to this Agreement a summary of the Decision, provided that such summary shall be prepared so that, so far as is possible, no Disputing Party may be identified from it and so that it does not include any commercially sensitive information;

40.6.18 subject to the additional provisions of Clause 40.6.19, and subject to MEC's obligation to circulate summaries of Decisions pursuant to Clause 40.6.17, all information relating to the proceedings of the Disputes Committee shall be Confidential Information and the members of the Disputes Committee shall be required to undertake to keep the proceedings of the Disputes Committee confidential subject to the exceptions and restrictions set out in Clause 38; and

40.6.19 the proceedings of the Disputes Committee and, if the Dispute is referred to arbitration pursuant to Clause 40.7 or to the court pursuant to Clause 40.9, the Decision shall be without prejudice and the parties shall not call any member of the Disputes Committee to give evidence at any arbitration or in any litigation before any court of competent jurisdiction save to enforce a Decision.

Arbitration

40.7 Following notification of the Disputes Committee's Decision in relation to a Dispute pursuant to clause 40.6.17, or upon the failure of the Disputes Committee to notify the Disputing Parties of its Decision pursuant to Clause 40.6.17 within 25 Working Days of the reference of the Dispute to it, any Disputing Party may refer the Dispute to arbitration pursuant to the arbitration rules of the EAA within 15 Working Days after the date of notification of the Decision or within 15 Working Days after the date by which the Disputes Committee ought to have but failed to notify the Disputing Parties of its Decision.

40.8 Whatever the nationality residence or domicile of any Disputing Party and wherever the Dispute or any part thereof arose the law of England shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such arbitration shall be England and Wales and the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.

40.9 Subject always to clause 40.11, if any consumer of electricity (the "Consumer") brings any legal proceedings in any court against any party (the "Defendant Party") and the Defendant Party wishes to make a Third Party Claim (as defined in clause 40.10) against another party which would but for this clause 40.9 have been a Dispute referred to arbitration by virtue of clause 40.7 then, notwithstanding the provisions of Clause 40.7 which shall not apply and in lieu of arbitration, the court in which the legal proceedings have been commenced shall hear and completely determine and adjudicate upon the legal proceedings and the Third Party Claim not only between the Consumer and the Defendant Party but also between either or both of them and the other party whether by way of third party proceedings or otherwise as may be ordered by the court.

40.10 For the purposes of this clause 40 "**Third Party Claim**" shall mean:

- 40.10.1 any claim by a Defendant Party against another party (whether or not already a party to the legal proceedings) for any contribution or indemnity; or
 - 40.10.2 any claim by a Defendant Party against another party for any relief or remedy relating to or connected with the subject matter of the legal proceedings and substantially the same as some relief or remedy claimed by the Consumer; or
 - 40.10.3 any requirement by a Defendant Party that any question or issue relating to or connected with the subject matter of the legal proceedings should be determined not only as between the Consumer and the Defendant Party but also as between either or both of them and the other party (whether or not already a party to the legal proceedings).
- 40.11 Clause 40.9 shall apply notwithstanding the reference of the Dispute to the Disputes Committee but, subject thereto, only if at the time the legal proceedings are commenced no arbitration has been commenced between the Defendant Party and the other party raising or involving the same or substantially the same issues as would be raised by or involved in the Third Party Claim. The tribunal in any arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.
- 40.12 Notwithstanding the provisions of the rest of this Clause 40, any party may apply at any time to any court of competent jurisdiction for any emergency interim interlocutory relief as may be necessary.

PART XIII: MISCELLANEOUS

41 DEROGATIONS

- 41.1 Subject to Clause 41.2, MEC may resolve to grant a derogation to any party or parties in relation to any obligation contained in this Agreement, which may be subject to conditions and shall specify the term, scope and application of such derogation, and may amend or retract any such derogation, or any such conditions relating thereto, from time to time as it sees fit.
- 41.2 Where any derogation granted by MEC pursuant to Clause 41.1 relates to any of the Priority Provisions that derogation shall not take effect unless and until (and then only to the extent that) a derogation given by the relevant forum under the Balancing and Settlement Code in relation to the equivalent obligations if any under Balancing and Settlement Code, comes into effect.
- 41.3 A party may, by notice in writing to the Secretary, apply to MEC for a derogation pursuant to Clause 41.1 ("**Application for Derogation**"). Where a party makes an Application for Derogation, it shall, at the same time, send a copy of such Application for Derogation to the Authority.
- 41.4 Where the Secretary receives an Application for Derogation from a party pursuant to Clause 41.3, it shall ensure that the Application for Derogation is added to the agenda for the next MEC meeting, and shall give notice to all parties, at least 10 Working Days prior to the MEC meeting at which the application is to be considered, stating:
- 41.4.1 that the Application for Derogation has been made, setting out the terms of the derogation sought, and the identity of the party making the Application for Derogation; and
- 41.4.2 the time (not being less than 10 Working Days from the date on which notice is provided) within which parties may make representations or objections with respect to the derogation which has been applied for.
- Where any comments are received pursuant to Clause 41.4.2, the Secretariat shall ensure that copies of those comments are provided to all MEC Members and the Authority prior to the relevant MEC meeting at which the Application for Derogation is to be considered.
- 41.5 Subject to Clause 41.2 where a party is granted a derogation by MEC in accordance with this Clause 41, that party shall be excused from complying with the obligations specified in the terms of that derogation, and shall be deemed not to be in breach of this Agreement for failing to comply with the relevant obligations for the term of the derogation, but shall be required to comply with any modified obligations which are specified as a condition of the derogation.

MRA

42 CONTRACT MANAGEMENT

- 42.1 Each party shall appoint an appropriate person (each a “**Contract Manager**” and together the “**Contract Managers**”) to manage all matters arising under or in connection with this Agreement and to monitor the general operation of this Agreement.
- 42.2 Each Contract Manager appointed by a party shall ensure that procedures are in place in respect of that party to ensure that there is adequate support for operations provided under this Agreement and timely resolution of problems that may occur including a point of contact to process and resolve such problems.
- 42.3 At times determined by MEC a meeting of Contract Managers shall be convened to consider any report(s) issued following a request pursuant to Clause 27.4 in relation to:
- 42.3.1 performance against service levels; and
 - 42.3.2 issues arising from those reports and actions to remedy any problems arising from those reports.
- 42.4 Each party shall notify the others in accordance with the provisions of Clause 47 of the name and contact details of the Contract Manager appointed by it for the purposes of this Agreement from time to time.
- 42.5 Each Supplier Contract Manager shall notify the relevant Contract Managers in accordance with the provisions of Clause 47 of the name and contact details of their nominated Disputed MRoCoS Handling Manager and Erroneous Transfers Handling Manager.

43 ENTIRE AGREEMENT

- 43.1 This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.
- 43.2 Each party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, no party has relied on any representation, warranty or undertaking which is not contained in this Agreement or any document referred to herein.

44 SEVERABILITY

- 44.1 If any provision of this Agreement shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority (including the Authority) whose decisions shall be binding on the parties, the same shall be deemed to be severable and the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the

parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Agreement.

45 WAIVERS

- 45.1 The failure by any party to exercise, or the delay by any party in exercising, any right, power, privilege or remedy provided by this Agreement or by law shall not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

46 DATA TRANSFER

- 46.1 Where Schedule 3 specifies a Data Transfer Catalogue reference number in relation to any notice, request or other communication, such notice, request or communication shall be sent in the format and with the content described under such reference in the Data Transfer Catalogue, as amended from time to time, and shall be transmitted by the means specified in Schedule 3.
- 46.2 Nothing in this Agreement shall prevent any two parties from agreeing to the use of an alternative method of transmission for any communication between those two parties from that set out in Schedule 3, whereupon the terms of this Clause 46 shall not apply to that notice, request or other communication.
- 46.3 Where this Agreement requires any notice, request or other communication to be sent via the Data Transfer Network, the Message shall be addressed to the appropriate Market Participant Id and Market Participant Role Code.
- 46.4 Where this Agreement requires any notice, request or other communication to be sent via the Data Transfer Network, the party or Data Aggregator sending the Message shall be responsible for ensuring that it reaches the relevant Gateway within any time period laid down in this Agreement for the provision of such notice, request or communication (and any such message shall be deemed received by the recipient at the point in time it is delivered to the recipient's Gateway). Provided that the party or Data Aggregator sending a Message shall have no obligation to ensure receipt where the intended recipient has failed, contrary to the Data Transfer Service Agreement, to remove or process all Messages delivered to its Gateway and to ensure that such Messages are made available to its internal systems as expeditiously as possible so that the Gateway is able to continue to process incoming and outgoing Messages.
- 46.5 Where any provision of this Agreement refers to receipt of a Message or notification by an MPAS Provider pursuant to Clauses 15.9, 15.13, 16.8, 16.15, 17.2, 20.5, 20.8, 20.10, 20.11, 21.1, 24.3, 24.8 or 24.13 the date of such receipt shall be deemed to be the date on which it is received where such Message or notification is received prior to 18:00 hours on a Working Day. Where such Message or notification is received at or after 18:00 hours on a Working Day, the date of receipt of such Message or notification shall be deemed to be the next Working Day.

- 46.6 If the Data Transfer Network or any relevant part of such network is at any time for any reason unavailable for the sending of Messages between any affected parties, then during the period of unavailability:
- 46.6.1 the parties shall use a mutually agreed data transfer medium to send any notice, request or other communication that this Agreement would otherwise require to be sent via the Data Transfer Network and take reasonable steps to process any notices, requests or other communications received within their own systems as promptly as possible;
 - 46.6.2 where other means are used in accordance with Clause 46.6.1, the parties shall be relieved from any service levels set out in this Agreement relating to any affected notice, request or other communication (except to the extent that this Agreement expressly provides for alternative levels in such circumstances) but shall use their reasonable endeavours to send such notice request or other communication as soon as reasonably practicable; and
 - 46.6.3 to the extent that no such other means are practicable given the nature of the communication and the surrounding circumstances, such unavailability of the Data Transfer Network shall be deemed (to the extent not caused by a breach by any party of the Data Transfer Service Agreement) to constitute a circumstance of Force Majeure for the purposes of this Agreement.
- 46.7 Where any party, in breach of its obligation under Clause 46.1 fails to deliver any notice request or other communication to the relevant Gateway and such failure occurs for reasons outside that party's direct control, the breaching party shall have no liability to the other in respect of such breach and the parties shall rely instead upon the provisions of the Data Transfer Service Agreement.

47 NOTICES

- 47.1 Each Supplier shall notify the Distribution Business as soon as reasonably practicable of the address and fax number for each Data Aggregator that it has appointed in relation to Metering Points for which it is Registered.
- 47.2 Save as provided in Clause 46, any notice, request or other communication to be made by a party or Data Aggregator to another party or Data Aggregator under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by first class post, to that person's address as included in Parts 1 and 2 of Schedule 1 as may be varied from time to time by notice from a party to all other parties (marked for the attention of the Contract Managers) or notified under Clause 47.1.
- 47.3 Unless otherwise stated in this Agreement, a notice, request or other communication sent in accordance with Clause 47.2 shall be deemed received:
- 47.3.1 if delivered by hand, when left at the address referred to above;
 - 47.3.2 if sent by post, 2 Working Days after the date of posting; and

47.3.3 if sent by fax, upon production by the sender's equipment of a transmission report indicating that the fax was sent to the fax number of the recipient in full without error.

48 ASSIGNMENT AND SUB-CONTRACTING

48.1 Subject to Clause 48.2, and except as provided elsewhere in this Agreement no party shall assign any of its rights under this Agreement without the prior written consent of all other parties to this Agreement, such consent not to be unreasonably withheld.

48.2 Any party may sub-contract or delegate the performance of all or any of its obligations under this Agreement to any appropriately qualified and experienced third party, but shall at all times remain liable to any other party in relation to all sub-contracted or delegated obligations.

48.3 Each Supplier shall notify the Distribution Business, on request, of any subcontractors appointed by it for the purposes of this Agreement.

48.4 Each Distribution Business shall notify the relevant Supplier, on request of, any subcontractors appointed by it for the purposes of this Agreement. Where such notice relates to an Appointed MPAS Agent, the relevant Distribution Business shall provide such notification as soon as reasonably possible, but in any event no later than 20 Working Days before the commencement of the appointment of that Appointed MPAS Agent, and such notice will include the information required pursuant to Clause 5.1.4.

49 COUNTERPARTS

49.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute the same document.

50 GOVERNING LAW

50.1 This Agreement is governed by, and shall be construed in accordance with, English law.

50.2 Each party agrees that, without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 47 and each party undertakes to maintain such an address at all times in the United Kingdom and to notify the other party in advance of any change from time to time of the details of such address in the manner prescribed in Clause 47.

51 MPAS REGISTRATION SYSTEM TO CMRS TRANSFER

51.1 When a Distribution Business receives a Transfer Application for transfer from its MPAS Registration System to CMRS, from the Transfer Co-ordinator it shall use reasonable endeavours to validate such application. Such validation to check that all

Metering Points associated with the Embedded Exemptable Generation Plant which are included in the application are eligible for Transfer and that any associated Metering Points which are not included in the application are registered on its MPAS Registration System. The Distribution Business shall provide the Transfer Co-ordinator with the result of such validation together with the identity of the Registered Supplier, the current Meter Operator Id and the current Data Collector Id in respect of each Metering Point included in the Transfer Application.

- 51.2 The Transfer Co-ordinator shall notify the Distribution Business and the Registered Supplier if the Transfer Application has been accepted, together with the effective date of the Transfer (the “**Transfer Date**”); or its rejection.
- 51.3 When a Distribution Business receives notification of the Transfer Date it shall update any records held in accordance with Clause 53.1 to reflect the pending Transfer.
- 51.4 When the Registered Supplier receives notification of the Transfer Date it shall terminate its agents with the effective to date set to one day before the Transfer Date.
- 51.5 The Transfer Co-ordinator shall notify the Distribution Business and Registered Supplier that the Transfer from the MPAS Registration System to CMRS has been completed and shall confirm the actual Transfer Date.
- 51.6 The Distribution Business shall within 5 Working Days of the later of (i) the Transfer Date or (ii) confirmation from the Transfer Co-ordinator of a successful Transfer, send a De-Registration Notice in respect of the relevant Metering Point(s) to its MPAS Registration System requesting that the Disconnection Date be set to one day before the Transfer Date.

52 CMRS TO MPAS REGISTRATION SYSTEM TRANSFER

- 52.1 If a Supplier wishes to submit an application for Registration for a Metering Point that is currently Registered in CMRS it shall send a Transfer Application to the Transfer Co-ordinator.
- 52.2 The Transfer Co-ordinator shall notify the Distribution Business of receipt of a Transfer Application.
- 52.3 When a Distribution Business receives a Transfer Application form from the Transfer Co-ordinator for a Transfer from CMRS to the MPAS Registration System, it shall use reasonable endeavours to validate such application. Such validation to check that all Metering Points associated with the Embedded Exemptable Generation Plant which are included on the application are eligible for Transfer. The Distribution Business shall provide the Transfer Co-ordinator with the result of its validation.
- 52.4 The Transfer Co-ordinator shall notify the Distribution Business and the potential Supplier if the Transfer Application has been accepted, together with the Transfer Date; or its rejection.
- 52.5 When a Distribution Business receives notification of the Transfer Date it shall enter a new Metering Point onto its MPAS Registration System in accordance with Clause

20.1 and shall update any records held in accordance with Clause 53.1 to reflect the new Transfer details.

52.6 The potential Supplier shall apply for Registration to the relevant MPAS Provider in respect of the Metering Point with a Supply Start Date equal to the Transfer Date.

52.7 When the Supplier receives notification that the application for Registration has been accepted pursuant to Clause 15.9 it shall notify the Transfer Co-ordinator.

53 CHANGES TO EMBEDDED EXEMPTABLE GENERATION PLANT

53.1 Each Distribution Business shall keep a record of the data items for which it is stated to be responsible as Distribution Business in Schedule 2 in respect of Metering Points for each Embedded Exemptable Generation Plant in the relevant Distribution Business's Distribution System. Such record shall also include details of the Registration System in which the Metering Points are registered together with the effective dates of such registration and any previous registrations. Where such Metering Points are, or have been, registered in CMRS the record shall include details of the CMRS Metering System Id.

53.2 The Distribution Business shall provide information regarding the record held pursuant to Clause 53 in relation to an Embedded Exemptable Generation Plant when requested by the Transfer Co-ordinator or BSC Agent.

53.3 Where the Distribution Business has received notification of:

- (A) a new connection in CMRS; or
- (B) a disconnection in CMRS; or
- (C) changes to the metering configuration for a plant registered in CMRS; or
- (D) changes to the Metering Point Administration Data for an Embedded Exemptable Generation Plant Registered in the MPAS Registration System;

it shall update any records held in accordance with Clause 53.1 to reflect the change to the Metering Point.

53.4 Where a Distribution Business receives a request from the BSC Agent in relation to data items 8, 10, 14, 14A and 20 of Schedule 2 in respect of a Metering Point associated with Embedded Exemptable Generation Plant which is registered in its MPAS Registration System, it shall provide that information within 1 Working Day of receiving the request.

54 USE OF THE INFRASTRUCTURE FOR PRE-PAYMENT METERING POINTS

54.1 Where a Supplier has a contract (including a Deemed Contract) with a Customer at a Metering Point and the metering associated with that Metering Point is a pre-payment meter, that Supplier shall ensure that it assigns an agent to provide infrastructure

services, which shall include processing Customer transactions, in respect of that Metering Point (a “**Pre-Payment Meter Infrastructure Provider**” [“PPMIP”]).

- 54.2 MEC shall agree and issue appropriate procedures in relation to the data and communication requirements between a Supplier and a PPMIP in order to facilitate the processing of Customer transactions to the relevant Supplier irrespective of the device used for that transaction.
- 54.3 All Suppliers shall procure that on, or in relation to, any change of Supplier (which for the avoidance of doubt, shall not be restricted to the next following change of Supplier, but may relate to all future changes of Supplier) their respective PPMIP shall facilitate the processing of Customer transactions for a Metering Point in accordance with the procedures established pursuant to Clause 54.2.

PART XIV: THE GREEN DEAL

55 CENTRAL CHARGE DATABASE

Establishment, Testing, Operation, and Maintenance

- 55.1 The Suppliers in conjunction and co-operation with each other, and in accordance with Standard Condition 35 of the Electricity Supply Licence, shall:
- 55.1.1 establish by 1 October 2012, or procure the establishment of by 1 October 2012; and
- 55.1.2 subsequently maintain, or procure the subsequent maintenance of,
- a database capable of recording ~~and~~, storing and otherwise processing such data as is necessary to facilitate, in accordance with the provisions of the Green Deal Arrangements Agreement, the ~~validation~~establishment and administration of Green Deal Plans (from 14 January 2013) and the collection and remittance of Green Deal Charges (from 1 March 2013).
- 55.2 All Suppliers, as parties to this Agreement, shall for the period between 1 October 2012 and 1 March 2013, facilitate activities for the testing of business processes associated with the Central Charge Database, to the extent required to meet their obligation in Clause 55.1.
- 55.3 The Secretariat shall act in the role of co-ordinator between Suppliers and between Suppliers and other authorised users of the Central Charge Database, and the technical interface to the Central Charge Database.

- 55.4 Any planned suspensions in the availability of the Central Charge Database shall be notified to all Suppliers' Contract Managers by the Secretariat with as much notice as reasonably possible, and in any event no later than five (5) Working Days before any such planned suspension, as set out in procedures issued pursuant to this Clause 55.
- 55.5 In the event of any unplanned suspension in the availability of the Central Charge Database, its availability shall be reinstated as soon as reasonably practicable and, where any unplanned suspension has not been reinstated within one (1) Working Day, the Secretariat shall notify all Suppliers' Contract Managers as set out in procedures issued pursuant to this Clause 55.

Cost ~~recovery~~ Recovery

- 55.6 All Suppliers, as parties to this Agreement, shall contribute proportionately to the costs of the establishment, testing, operation, and maintenance of the Central Charge Database in accordance with the calculations set out in Clause 8.8. For the avoidance of doubt (a) contributions pursuant to this Clause shall not include costs incurred by Suppliers in sending or receiving data to or from the Central Charge Database; and (b) Distribution Businesses shall not be required to contribute to the costs of the establishment, testing, operation, and maintenance of the Central Charge Database.

Database Capability

- 55.7 The Central Charge Database shall be capable of:
- 55.7.1 validating, verifying and processing Green Deal Arrangements Data for proposed Green Deal Plans;
 - 55.7.2 recording, validating, verifying, processing and storing Green Deal Arrangements Data for each Green Deal Plan;
 - 55.7.3 providing relevant Green Deal Arrangements Data to the Keepers of the EPC Registers as set out in procedures issued pursuant to this Clause 55;
 - 55.7.4 receiving, validating, processing and storing relevant Green Deal Arrangements Data from the Keepers of the EPC Registers as set out in procedures issued pursuant to this Clause 55;
 - 55.7.5 issuing a notice informing the New Supplier of the relevant Green Deal Arrangements Data within three (3) Working Days of the Supply Start Date where a New Supplier who is a Green Deal Licensee has made a valid request for Registration under Clause 15.5;
 - 55.7.6 pursuant to clause 18.14 and upon request from the secretary to the GDAA Panel, issuing notifications of amended daily Green Deal Charges such that Green Deal Licensees are able to fulfil relevant obligations under the GDAA in this regard; and
 - 55.7.7 providing such information as is required in accordance with Standard Conditions 37.13 and 37.14 of the Electricity Supply Licence.

Procedures

55.8 MEC shall agree and issue procedures, which shall be subordinate to and not inconsistent with this Clause 55, in relation to the establishment, operation, maintenance of, access to and retrospective amendment of the Central Charge Database. Such procedures may, for the avoidance of doubt, relate to the GDCC Access Agreement. The parties agree to comply with these procedures, as amended from time to time, save that where (and to the extent) such procedures conflict with any obligations under the GDAA or the GDCC Access Agreement, the GDAA and the GDCC Access Agreement shall prevail in that order.

Information Security

55.9 The Suppliers shall ensure that IS Accreditation for or in connection with the Central Charge Database is obtained by 14 January 2013 and subsequently maintained.

56 GDCC ACCESS AGREEMENT

Entering into GDCC Access Agreements

56.1 A “Qualifying GDCC User” is any of the following persons:

56.1.1 a Supplier that is a party to the GDAA in the capacity of a “Supplier”;

56.1.2 a Green Deal Provider that is a party to the GDAA in the capacity of a “Green Deal Provider”;

56.1.3 a person that is a party to the GDAA in the capacity of a “Finance Party”;

56.1.4 a Remittance Processor (being a person who satisfies paragraphs (a), (b) and (c) of Clause 12.6.2 of the GDAA);

56.1.5 a Distribution Business;

56.1.6 an Appointed MPAS Agent;

56.1.7 a holder of a gas supply licence granted (or treated as granted) under section 7A of the Gas Act 1986;

56.1.8 a person that is appointed or contracted by the Secretary of State (or the Scottish Ministers) to provide an energy efficiency helpline and has the consent of the Secretary of State to have access to the Central Charge Database; or

56.1.9 a person that is appointed or contracted by the Secretary of State to administer the Secretary of State’s ‘Green Deal Cashback Scheme’.

56.2 A Qualifying GDCC User’s access to and use of the Central Charge Database shall be subject to it entering into and complying with a duly executed GDCC Access Agreement.

MRA

- 56.3 Subject to the following provisions of this Clause, MEC shall allow a Qualifying GDCC User to access and use the Central Charge Database where such person applies to MEC in accordance with Clause 56.5.
- 56.4 MEC hereby delegates the function of considering any applications from Qualifying GDCC Users to the Secretariat.
- 56.5 A Qualifying GDCC User wishing to access (and, where relevant, use) the Central Charge Database shall apply to the Secretariat with a completed Application for GDCC Access and shall deliver such form to the Secretariat accompanied with such supporting evidence as is required to be submitted with the form.
- 56.6 Subject to Clause 56.7, on receipt of a completed Application for GDCC Access from a Qualifying GDCC User together with the required supporting evidence, the Secretariat shall forthwith prepare a GDCC Access Agreement, which shall be executed by a delegate authorised by MEC on behalf of all Suppliers (other than the Qualifying GDCC User), and the Qualifying GDCC User.
- 56.7 Clause 56.6 shall not apply where the Qualifying GDCC User fails to provide such details as the Secretariat may request pursuant to the Application for GDCC Access.
- 56.8 Each Supplier hereby authorises and instructs any delegate authorised by MEC to sign any such GDCC Access Agreement on its behalf and undertakes not to withdraw, qualify or revoke any such authority or instruction at any time. Upon execution of the GDCC Access Agreement, the Qualifying GDCC User and those Suppliers shall each become a party to that GDCC Access Agreement from the commencement date specified in such GDCC Access Agreement.
- 56.9 Upon execution and delivery of the GDCC Access Agreement, the Secretariat shall forthwith notify the secretary to the GDAA Panel.
- 56.10 Where the Secretariat does not, or decides not to, prepare a GDCC Access Agreement for a Qualifying GDCC User within 15 Working Days of receiving the Qualifying GDCC User's Application for GDCC Access, that Qualifying GDCC User may refer the matter to MEC for its determination of whether the Secretariat should prepare a GDCC Access Agreement for that Qualifying GDCC User and the Secretariat and the Proposed New Party shall comply with MEC's decision.

Conduct of Claims

- 56.11 A Supplier (the **Affected Supplier**) shall subject to applicable law, confidentiality restrictions and court rules, as soon as practicable and in any event within fifteen (15) Working Days inform MEC in writing of any fact, matter, event or circumstance which comes to its attention and which the Affected Supplier is aware will, or is reasonably likely to, give rise to a claim against it, under a GDCC Access Agreement where the Affected Supplier is acting in its capacity as a "GDCC Operator" under the GDCC Access Agreement (a "**Potential Claim**").

56.12 If a Potential Claim arises as a result of a liability or an alleged liability to a GDCC User in the Affected Supplier's capacity as a "GDCC Operator" under the GDCC Access Agreement, the Affected Supplier shall:

56.12.1 take such steps as it considers reasonable to avoid, dispute, resist, mitigate, compromise, settle, defend or appeal the Potential Claim and, subject to applicable law, confidentiality restrictions and court rules, give and procure that there shall be given such information in relation to the Potential Claim to MEC as it might reasonably require in connection with the same;

56.12.2 keep MEC fully and promptly informed of any settlements, actions and proceedings relating to a Potential Claim ("**Proceedings**"); and

56.12.3 use all reasonable endeavours to mitigate any loss suffered by it or any other Supplier that is party to the relevant GDCC Access Agreement in respect of a Potential Claim.

56.13 The Affected Supplier shall be entitled at any stage and at its sole discretion to settle any Potential Claim.

56.14 Subject to the Affected Supplier complying with Clause 56.12, each Supplier (other than the Affected Supplier) shall indemnify the Affected Supplier in respect of all losses, costs, charges and expenses reasonably and properly incurred as a consequence of any actions taken by the Affected Supplier in relation to Proceedings, as between each Supplier in accordance with the same proportions used to calculate their costs under Clause 55.6 for the establishment, testing, operation, and maintenance of the Central Charge Database.

56.15 If MEC wishes to share any information obtained under this Clause 56 from an Affected Supplier with other Suppliers, it must first obtain the consent of the Affected Supplier.

56.16 For the avoidance of doubt, Clause 35 shall not apply to any matter arising under or related to this Clause 56.

57 RECOVERY AND DISTRIBUTION OF GDAA QUARTERLY PAYMENT

57.1 Suppliers who are a party to the GDAA in the capacity of a "Supplier" jointly and irrevocably authorise MEC to nominate, from time to time, a bank account as the "Quarterly Payment Bank Account" for the purposes of Clause 15.2.1 of the GDAA.

57.2 Suppliers shall procure that invoices are issued to Green Deal Providers and (where applicable) Finance Parties for Quarterly Payments, in accordance with Clause 15.1 of the GDAA.

57.3 Within 10 Working Days at the end of each Quarter, Suppliers shall procure that those funds in the Quarterly Payment Bank Account are distributed, in the following proportions:

MRA

57.3.1 to each Voluntary Green Deal Supplier (as such term is defined in the GDAA), in the amount determined under Clause 13.3.2 of the GDAA; and

57.3.2 to each Mandatory Green Deal Supplier (as such term is defined in the GDAA), in the amount determined under Clause 13.3.5 of the GDAA.

57.4 MEC shall agree and issue procedures which shall be subordinate to and not inconsistent with this Clause 57 in relation to the recovery and distribution of GDAA Quarterly Payments. The parties agree to comply with these procedures, as amended from time to time, save where (and to the extent) such procedures conflict with any obligations under the GDAA, the GDAA shall prevail.

SCHEDULE 1

Parties

Part 1

DISTRIBUTION BUSINESSES

EASTERN POWER NETWORKS PLC (Registered No. 02366906) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP

ELECTRICITY NORTH WEST LIMITED (Registered No. 02366949) whose registered office is at 304 Bridgewater Place, Birchwood Park, Warrington WA3 6XG

ENERGETICS ELECTRICITY LTD (Registered No. SC234694) International House Stanley Boulevard, Hamilton International Technology Park, Glasgow, South Lanarkshire, G72 0BN

ESP ELECTRICITY LIMITED (Registered No. 04718806) whose registered office is at Hazeldean, Station Road, Leatherhead, Surrey KT22 7AA

INDEPENDENT POWER NETWORKS LTD (Registered No. 04935008) whose registered office is at Ocean Park House, East Tyndall Street, Cardiff, CF24 5GT

LONDON POWER NETWORKS PLC (Registered No. 03929195) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP

NORTHERN POWERGRID (NORTHEAST) LIMITED (Registered No. 02906593) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle-upon-Tyne, NE1 6AF

NORTHERN POWERGRID (YORKSHIRE) PLC (Registered No. 04112320) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle-upon-Tyne, NE1 6AF

SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC (Registered No. SC213460) whose registered office is at Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ

SOUTH EASTERN POWER NETWORKS PLC (Registered No. 03043097) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC (Registered No. 04094290) whose registered office is at 55 Vastern Road, Reading, Berkshire RG1 8BU

SP DISTRIBUTION LIMITED (Registered No. SC189125) whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP

SP MANWEB PLC (Registered No. 02366937) whose registered office is 3 Prenton Way, Prenton, CH43 3ET

THE ELECTRICITY NETWORK COMPANY LIMITED (Registered No. 05581824) whose registered office is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmonds, Suffolk IP30 9UP

UK POWER NETWORKS (IDNO) LIMITED (Registered No. 06489447) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP

WESTERN POWER DISTRIBUTION (EAST MIDLANDS) PLC (Registered No. 02366923) Avonbank, Feeder Road, Bristol, Avon, BS2 0TB

WESTERN POWER DISTRIBUTION (WEST MIDLANDS) PLC (Registered No.

MRA

03600574) whose registered office is at Avonbank, Feeder Road, Bristol, Avon, BS2 0TB

WESTERN POWER DISTRIBUTION (SOUTH WALES) PLC (Registered No. 02366985) whose registered office is at Avonbank, Feeder Road, Bristol BS2 0TB

WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC (Registered No. 02366894) whose registered office is at Avonbank, Feeder Road, Bristol, Avon BS2 0TB

Part 2

SUPPLIERS

AMPERE ENERGY SUPPLY LTD (Registered No. 07489042) whose registered office is at Alliance House, Clayton Green Business Park, Library Road, Clayton-le-Woods, Chorley, PR6 7EN

AXIS TELECOM LIMITED (Registered No. 04343227) whose registered office is at Suite E Shirethorn House Prospect Street, HULL, HU2 8PX

BES COMMERCIAL ELECTRICITY LIMITED (Registered no. 06882734) whose registered office is at 2 Darwin Court, Hawking Place, Bispham, Blackpool, Lancashire FY2 0JW

BIZZENERGY LIMITED (Registered No. 03961223) whose registered office is c/o KPMG LLP, One Snowhill, Snow Hill, Queensway, Birmingham, B4 6GH

BP POWER TRADING LIMITED (Registered No. SC107896) whose registered office is at 1 Wellheads Avenue, Dyce, Aberdeen, AB21 7PB

BRITISH ENERGY DIRECT LIMITED (Registered No. 04935015) whose registered office is at Barnett Way, Barnwood, Gloucester, GL4 3RS

BRITISH GAS TRADING LIMITED (Registered No. 03078711) whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD

CANDELA ENERGY SUPPLY LIMITED (Registered No. 06993636) whose registered office is at Eversheds House, 70 Great Bridgewater Street, Manchester M1 5ES

CIRCUIT ENERGY SULLPY LTD (Registered No. 07489062) whose registered office is at Alliance House, Clayton Green Business Park, Library Road, Clayton-le-Woods, Chorley, PR6 7EN

CO-OPERATIVE ENERGY LIMITED (Registered No. 06993470) whose registered office is at Co-operative Energy Limited, Co-operative House 234, Botley Road, Oxford OX2 0HP

COULOMB ENERGY SUPPLY LIMITED (Registered No. 7488842) whose registered office is at Alliance House, Clayton Green Business Park, Library Road, Clayton-le-Woods, Chorley, PR6 7EN

DONNINGTON ENERGY LIMITED (Registered No. 07109298) whose registered office is at Opus House, 285 Banbury Road, Summertown, Oxford OX2 7JF

DUAL ENERGY DIRECT LIMITED (Registered No. 06468946) whose registered office is at Premium House, The Esplanade, Worthing, West Sussex, BN11 2BJ

ECONOMY ENERGY TRADING LIMITED (Registered No. 07513319) whose registered address is Rapide House, Siskin Parkway West, Middlemarch Business Park, Coventry, CV3 4PB

ECONOMY POWER LIMITED (Registered No. 03385578) whose registered office is at Westwood Way, Westwood Business Park, Coventry, CV4 8LG

EDF ENERGY CUSTOMERS PLC (Registered No. 02228297) whose registered office is at 40 Grosvenor Place, Victoria, London SW1X 7EN

ELECTRICITY DIRECT (UK) LIMITED (Registered No. 03174056) whose registered office is at Millstream, Maidenhead Road, Windsor, SL4 5GD

ELECTRICITY PLUS SUPPLY LIMITED (Registered No. 05199936) whose registered office is at Network HQ, 333 Edgware Road, London, NW9 6TD

ENECO ENERGY TRADE BV (Registered No. 30167836) whose registered office is at Rivium Quadrant 75, 2909 LC, Capelle aan den IJssel, Rotterdam, The Netherlands

ENERGY 2 SELL LIMITED (Registered No. 07027177) whose registered office is c/o Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EQ

ENERGY COOP LIMITED (Registered No. 06053905) whose registered office is at Tower House, Parkstone Road, Poole, Dorset BH15 2JH

ENERGY DATA COMPANY LIMITED (Registered No. 04741972) whose registered office is at Hurst House, 131-133 New London Road, Chelmsford, Essex, CM2 0QT

E.ON ENERGY LIMITED (Registered No. 03407430) whose registered office is at Westwood Way, Westwood Business Park, Coventry CV4 8LG

E.ON UK PLC (Registered No. 02366970) whose registered office is at Westwood Way, Westwood Business Park, Coventry, CV4 8LG

ETUL LIMITED (Registered No. 07489031) whose registered office is at 84 Friar Lane, Nottingham, Nottinghamshire, NG1 6ED

EVENLODE ENERGY LIMITED (Registered No. 07126582) whose registered office is at Opus House, 285 Banbury Road, Summertown, Oxford OX2 7JF

FARMOOR ENERGY LIMITED (Registered No. 07111074) whose registered office is at Opus House, 285 Banbury Road, Summertown, Oxford OX2 7JF

FIRST UTILITY LIMITED (Registered No. 05070887) whose registered office is at 19 South Audley Street, London W1K 2NU

GARSINGTON ENERGY LIMITED (Registered No. 07109264) whose registered office is at 6 Peerglow Centre, Marsh Lane, Ware, Hertfordshire, SG12 9QL

GAZPROM MARKETING AND TRADING RETAIL LIMITED (Registered No. 03904624) whose registered office is at Gazprom House, 60 Marina Place, Hampton Wick, Kingston upon Thames, Surrey KT1 4BH

GDF SUEZ MARKETING LIMITED (Registered No. 04236804) whose registered office is at 1 City Walk, Leeds, West Yorkshire, LS11 9DX

GOOD ENERGY LIMITED (Registered No. 03899612) whose registered office is at Monkton Reach, Monkton Hill, Chippenham SN15 1EE

HAVEN POWER LIMITED (Registered No. 05893966) whose registered office is at DRAX Power Station, Selby, North Yorkshire YO8 8PH

I SUPPLY ELECTRICITY LIMITED (Registered No. 07545321) whose registered office is Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ

I SUPPLY ELECTRICITY 2 LIMITED (Registered No. 07545427) whose registered office is Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ

I SUPPLY ELECTRICITY 3 LIMITED (Registered No. 07545310) whose registered office is Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ

I SUPPLY ENERGY LIMITED (Registered No. 07545420) whose registered office is Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ

IPM ENERGY RETAIL LIMITED (Registered No. 06054816) whose registered office is at Senator House, 85 Queen Victoria Street, London EC4V 4DP

LOVELY ENERGY LTD (Registered No. 7320157) whose registered office is at 107 Dunhill Avenue, Tile Hill, Coventry CV4 9PX

LUMEN ENERGY SUPPLY LIMITED (Registered No. 06993060) whose registered office is at Eversheds House, 70 Great Bridgewater Street, Manchester M1 5ES

MA ENERGY LIMITED (Registered No. 06541758) whose registered office is at 65 Church Street, Birmingham, West Midlands, B3 2DP

MAGNETIC ENERGY SUPPLY LTD (Registered No. 07489052) whose registered office is at Alliance House, Clayton Green Business Park, Library Road, Clayton-le-Woods, Chorley, PR6 7EN

MAGNOX LIMITED (Registered No. 02264251) whose registered office is at Berkeley Centre, Berkeley, Gloucestershire GL13 9PB

METONOMI LTD (Registered No. 06342254) whose registered office is at Westwood Farm, Forest Road, Newport, Isle of Wight PO30 5QT

MORGAN STANLEY CAPITAL GROUP LIMITED (Registered No. 02784057) whose registered office is at 20 Bank Street, Canary Wharf, London, E14 4AD

NATIONWIDE ELECTRICITY LIMITED (Registered No. 06735712) whose registered office is at Sterling House, Maple Court, Tankersley, S75 3DP

NORDJYSK ELHANDEL A/S (Registered No. DK-20293195) whose registered office is at Skelagervej 1, DK – 9000 Aalborg, Denmark

NPOWER DIRECT LIMITED (Registered No. 03782443) whose registered office is at Windmill Hill Business Park, Swindon, Wiltshire, SN5 6PB

NPOWER LIMITED (Registered No. 03653277) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB

NPOWER NORTHERN LIMITED (Registered No. 03432100) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB

NPOWER NORTHERN SUPPLY LIMITED (Registered No. 02845740) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB

NPOWER YORKSHIRE LIMITED (Registered No. 03937808) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB

NPOWER YORKSHIRE SUPPLY LIMITED (Registered No. 04212116) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB

OPEN4ENERGY (Registered No. 4411434) whose registered office is at Hargreaves Phoenix House, Desborough Park Road, High Wycombe, Buckinghamshire, HP12 3BQ

OPUS ENERGY (CORPORATE) LIMITED (Registered No. 05199937) whose registered office is at Opus House, 285 Banbury Road, Summertown, Oxford OX2 7JF

OPUS ENERGY LIMITED (Registered No. 04382246) whose registered office is at Opus House, 285 Banbury Road, Summertown, Oxford OX2 7JF

OVO ELECTRICITY LIMITED (Registered No. 06858121) whose registered address is at Wellington House, Kemble Enterprise Park, Kemble, Cirencester, Gloucestershire, GL7 6BQ

POWER4ALL LIMITED (Registered No. 06222064) whose registered office is Legal Department, Asda House, Southbank Great Wilson Street, Leeds, West Yorkshire LS11 5AD

REUBEN POWER SUPPLY LIMITED (Registered No. 05857437) whose registered office is at 5th Floor, Carmelite, 50 Victoria Embankment, London EC4Y 0LS

ROCPOWER Ltd (Registered No. 06227556) whose registered office is at Hargreaves Services, West Terrace, Esh Winning, Durham, DN7 9PT

SCOTTISHPOWER ENERGY RETAIL LIMITED (Registered No. SC190287) whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP

SEEBOARD ENERGY LIMITED (Registered No. 03043088) whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN

SMARTESTENERGY LIMITED (Registered No. 03994598) whose registered office is at Dashwood House, 69 Old Broad Street, London, EC2M 1QS

SOUTH WALES ELECTRICITY LIMITED (Registered No. 04094263) whose registered office is at 55 Vastern Road, Reading, Berkshire RG1 8BU

SPARK ENERGY SUPPLY LTD (Registered No. 05857467) whose registered office is at Regent House, 316 Beulah Hill, Upper Norwood, London SE19 3HF

SSE ENERGY SUPPLY LIMITED (Registered No. 03757502) whose registered office is at 55 Vastern Road, Reading, Berkshire RG1 8BU

STATKRAFT MARKETS GMBH (Registered No. HRB 37855) whose registered office is at Niederkasseler Lohweg 175, 40547 Düsseldorf, Germany

SUPPLY ENERGY LIMITED (Registered No. 07243637) whose registered office is Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ

SWEB ENERGY LIMITED (Registered No. 04049231) whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN

THE RENEWABLE ENERGY COMPANY LIMITED (Registered No. 03043412) whose registered office is at Axiom House, Station Road, Stroud, Gloucestershire GL5 3AP

TOTAL GAS & POWER LIMITED (Registered No. 02172239) whose registered office is at 10 Upper Bank Street, Canary Wharf, London, E14 5BF

UTILITA ELECTRICITY LIMITED (Registered No. 04849181) whose registered office is at Secure House, Moorside Road, Winchester, Hampshire SO23 7RX

WILTON ENERGY LIMITED (Registered No. 04557531) whose registered office is at SCU (UK) Headquarters, Wilton International, Middlesbrough, Cleveland, TS90 8WS

Part 3

INTERESTED INDUSTRY PARTICIPANTS

ACCUREAD LIMITED

ACTARIS METERING SYSTEMS LIMITED

ALL ISLAND POWER LIMITED

AMT – SYBEX LIMITED

AREVA T&D UK LIMITED

AXIAN BUSINESS SOLUTIONS LIMITED

BGLOBAL PLC

CAPITAL METERS LIMITED

E.ON UK ENERGY SERVICES LIMITED

EDW TECHNOLOGY LIMITED

EASI CONSULTING

EDF ENERGY PLC

ELECTRALINK LIMITED

ENGAGE CONSULTING LIMITED

GENERIS TECHNOLOGY LIMITED

GILMOND CONSULTING LIMITED

IMSERV EUROPE LIMITED

LEADIT LIMITED

LOWRI BECK SERVICES LIMITED

E.ON UK ENERGY SERVICES LIMITED

ENTERPRISE MANAGED SERVICES (E&CS) LIMITED

MICROGEN SOLUTIONS PLC

ONSTREAM (UTILITY METERING SERVICES LIMITED)

ORSIS (UK) LIMITED

POWER DATA ASSOCIATES LIMITED

PRI LIMITED

MRA

QAS LIMITED

S D PARTNERS

SCISYS (GOVERNMENT AND UTILITIES) LIMITED

SIEMENS METERING SERVICES

SP DATASERVE LIMITED

STARK SOFTWARE INTERNATIONAL LIMITED

ST CLEMENTS SERVICES LIMITED

THE ENERGY BROKERS LIMITED

THE LERRYN CONSULTANCY LIMITED

THE STRUCTURE GROUP LIMITED

TMA DATA MANAGEMENT LIMITED

UTILISOFT LIMITED

UTILITEAM (GB) LIMITED

VERTEX DATA SCIENCE LIMITED

WHEATLEY ASSOCIATES LIMITED

MRA

Part 4

PUBLIC ELECTRICITY TRANSFEROR

EASTERN ELECTRICITY PLC

LONDON ELECTRICITY PLC

MANWEB PLC

MIDLANDS ELECTRICITY PLC

NORTHERN ELECTRIC PLC

NORWEB PLC

POWERGEN ENERGY PLC

SCOTTISH AND SOUTHERN ENERGY PLC

SCOTTISH POWER UK PLC

SEEBOARD PLC

SOUTHERN ELECTRIC PLC

SOUTH WALES ELECTRICITY PLC

SOUTH WESTERN ELECTRICITY PLC

YORKSHIRE ELECTRICITY GROUP

MRA

Part 5

GREEN DEAL INTERESTED PARTICIPANTS

The ~~secretary~~[secretary](#) to the GDAA Panel

SCHEDULE 2

Metering Point Administration Data

MPAD	Supply Number	Supply Number core	Data Item	DTC Reference	Responsibility for Provision and Maintenance
1	1	1	Distribution business Id	J0003	Distribution Business
2	2	2	Unique reference		Distribution Business
3	3	3	Check Digit		Distribution Business
4	4		Profile Class Id	J0071	Supplier
4A			Effective from Settlement Date (MSPC)	J0308	Supplier
5	5		Meter Timeswitch Code	J0220	Supplier
5A			Meter Timeswitch Code Effective from Date	J0301	Supplier
6	6		Line Loss Factor Class Id	J0147	Distribution Business
6A			Effective from Settlement Date (MSLLFC)	J0658	Distribution Business
7			Change of Tenancy Indicator	J0215	Supplier
8			Supplier Id	J0084	Supplier
9			Metering Point Address	J1036 - J1044	Distribution Business

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MPAD	Supply Number	Supply Number core	Data Item	DTC Reference	Responsibility for Provision and Maintenance
9A			Metering Point Postcode	J0263	Distribution Business
10			Effective from Settlement Date {REGI}	J0049	Supplier
11			Meter Operator Id	J0178	Supplier
11A			Meter Operator Type	J0675	Supplier
11B			Effective from Date (MOA)	J0210	Supplier
12			Data Collector Id	J0205	Supplier
12A			Data Collector Type	J0218	Supplier
12B			Effective from Date (DCA)	J0219	Supplier
13			Data Aggregator Id	J0183	Supplier
13A			Data Aggregation Type	J0163	Supplier
13B			Effective from Settlement Date (DAA)	J0334	Supplier
14			Energisation Status	J0080	Supplier
14A			Effective from Settlement Date (MSES)	J0297	Supplier
15			GSP Group Id	J0066	Distribution Business
15A			Effective from Settlement Date (MSGG)	J0306	Distribution Business

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MPAD	Supply Number	Supply Number core	Data Item	DTC Reference	Responsibility for Provision and Maintenance
16			Measurement Class Id	J0082	Supplier
16A			Effective from Settlement Date (MSMC)	J0307	Supplier
17			Standard Settlement Configuration Id	J0076	Supplier
17A			Effective from Settlement Date (SCON)	J0300	Supplier
18			1998 Trading Arrangement Indicator		Distribution Business
19			ERS Metering System Id (if relevant)		Distribution Business
20			Disconnection Date	J0473	Distribution Business
21			GD MPAN EFD	J1787	Supplier
22			GD MPAN ETD	J1788	Supplier

SCHEDULE 3

Event Log

In the following table:

- (A) "DTC ref" means the relevant reference number in the Data Transfer Catalogue Version 9.4;
- (B) "DTN" means the Data Transfer Network; and
- (C) the descriptions of the data flows concerned under "Message" are for ease of reference only and shall not affect the obligations of any party under the relevant provisions of this Agreement.

MRA Event Log Notes

ROWS:

Each row represents a distinct information flow between two parties.

The scope of the event log, in terms of what flows are included, is as follows:

- 1) All DTC-defined flows marked in that document as to or from 'MPAS' (or 'MPAS Agent') are included.
- 2) Any DTC defined flow contained in that document that relate to obligations contained in this Agreement.
- 3) Flows from the Distribution Business to the MPAS Registration System are restricted to include only such logical flows as the MPAS Registration System requires to correctly maintain that data which is the responsibility of the Distribution Business. No constraints are made on the mechanisms and formats for such flows, and rejection mechanisms are not considered.
- 4) Flows from the MPAS Registration System to the Distribution Business are not included. It is assumed that the Distribution Business will have access to MPAS data as and when required, by means that are specific to the individual concerned.

COLUMNS:

Flow No:

This provides a unique reference to each flow (row) in the event log. This reference will be maintained across all revisions of the event log.

MRA

MRA ref:

This references the appropriate section(s) in the body of this Agreement.

The rows are ordered generally by Clause order, but in such a way that rows related to the same event (see below) are in contiguous order.

Event:

This identifies a business-level event and allows to group related information flows.

From/To:

Identifies the parties involved:

CUST =	Customer
DA =	Data Aggregator
DB =	Distribution Business
MDDM =	Market Domain Data Management
MPAS =	Metering Point Administration Service
SUP =	Supplier

and, where applicable, the status of the party (for SUP and DA only):

(old) -	qualifies the incumbent party in the context of Clause 15
(new) -	qualifies the prospective new party in the context of Clause 15
(future) -	qualifies parties, if any, whose effective from dates are greater than the date associated with the event. There may be more than one such party.
(next) -	is the same as (future), but is restricted to a single instance.

Note: Both (future) and (next) exclude any Supplier (and their associated DAs) where the registration status is 'Objected'.

DTC Ref:

Refers to the Data Transfer Catalogue – version 9.4.

Instr Type:

Refers to data item J0723, Instruction Type, in the DTC.

Method:

MRA

Indicates the transmission mechanism.

Notes:

Refers to the detailed notes given below:

- Note 1 Some MPAS Registration Systems may also accept an SP04 Instruction Type in this instance of the D0055 flow.
- Note 2 Some MPAS Registration Systems may also accept an SP01 Instruction Type in this instance of the D0055 flow.
- Note 3 Some MPAS Registration Systems do not support the use of D0171 flows (in these specific scenarios) and so do not necessarily inform the supplier of every change of LLF Class and GSP Group (see also note 5).
- Note 4 Some MPAS Registration Systems may provide only the latest change of LLF Class and GSP Group (flows D0089 and D0217).
- Note 5 The distinctions between SP28/29 and between SP26/27 (i.e. current and future) Instruction Types in D0171 is subject to differences between MPAS Registration Systems.
- Note 6 Flow D0205 allows a party to simultaneously specify a full set of events types, each with potentially different 'effective from' dates. This can give rise to complex situations which may be handled differently by the different MPAS Registration Systems.
- Note 7 After an 'incomplete' D0055 for a previously non-trading Supply Number, D0205 may be used to drip-feed the missing supplier data. Only when an energisation status is supplied will the Supply Number commence trading, and the DA will be informed (the DA is never sent incomplete data).
- Note 8 Some MPAS registration systems may send the Address Inventory in the DTC specified format of D0274 except that Group 17A is not present and the Group Identifier for Group 18A is not present.
- Note 9 As an alternative to the Instruction Type indicated in the Event Log, some MPAS Registration Systems may send all instances of the D0209 in the form of a single MPAN Refresh (Instr Type NHH/HH01).
- Note 10 Refer to procedures issued pursuant to Clause 31.9.

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Flow No	MRA ref	Event	From	To	DTC Ref.	Instr Type	Description	Method	Notes
0010	15.9	Change of Supplier	SUP (new)	MPAS	D0055	SP04	Registration of Change of Supplier	DTN	2
0020	15.15	Change of Supplier	MPAS	SUP (new)	D0057	SP32	Rejection with Reason Code(s)	DTN	
0030	15.9	Change of Supplier	MPAS	SUP (new)	D0217	SP40	Acceptance of Change of Supplier registration	DTN	
0040	15.9	Change of Supplier	MPAS	SUP (new)	D0260	SP43	Old Supplier's Registration Details	DTN	4
0050	15.9	Change of Supplier	MPAS	SUP (new)	D0171	SP28/29	Future Distribution changes (LLF Class, GSP Group)	DTN	3,5
0060	15.9	Change of Supplier	MPAS	SUP (old)	D0058	SP45	Notification of termination of Registration	DTN	
0070	15.9	Change of Supplier	MPAS	DA (old)	D0209	NH/HH01	Appointment End	DTN	9
0080	15.9	Change of Supplier	MPAS	DA (new)	D0209	NH/HH01	Appointment Start	DTN	9
0090	15.9	Change of Supplier	MPAS	DA (old) (future)	D0209	NH/HH01	Appointment Cancellation	DTN	9
0100	16.6	CoS Objection	SUP (old)	MPAS	D0064	SP05	Notice of Objection	DTN	
0110	16.10	CoS Objection	MPAS	SUP (old)	D0066	SP33	Rejection with Reason Code(s)	DTN	
0120	16.8	CoS Objection	MPAS	SUP (old)	D0065	SP50	Confirmation of Objection	DTN	
0130	16.8	CoS Objection	MPAS	SUP (old)	D0171	SP29	Distribution changes	DTN	3,5
0140	16.8	CoS Objection	MPAS	SUP (old)	D0089	SP51	New Supplier effective MP changes	DTN	4
0150	16.8	CoS Objection	MPAS	SUP (new)	D0067	SP53	Notification of Objection	DTN	
0160	16.8	CoS Objection	MPAS	DA (old)	D0209	NH/HH01	Appointment (Re)start	DTN	9
0170	16.8	CoS Objection	MPAS	DA (old) (future)	D0209	NH/HH01	Appointment Start	DTN	9
0180	16.8	CoS Objection	MPAS	DA (new)	D0209	NH/HH01	Appointment Cancellation	DTN	9
0190	16.8	CoS Objection	MPAS	DA (new) (future)	D0209	NH/HH01	Appointment Cancellation	DTN	9
0200	16.13	CoS Objection Removal	SUP (old)	MPAS	D0068	SP06	Notice of Objection Removal	DTN	
0210	16.17	CoS Objection Removal	MPAS	SUP (old)	D0069	SP34	Rejection with Reason Code(s)	DTN	
0220	16.15	CoS Objection Removal	MPAS	SUP (old)	D0090	SP65	Acceptance of Objection Removal	DTN	
0230	16.15	CoS Objection Removal	MPAS	SUP (new)	D0091	SP60	Notification of Objection Removal	DTN	
0240	16.16	CoS Objection Removal	MPAS	SUP (new)	D0089	SP64	Old Supplier effective MP changes	DTN	4

MRA

Flow No	MRA ref	Event	From	To	DTC Ref.	Instr Type	Description	Method	Notes
0250	16.16	CoS Objection Removal	MPAS	SUP (new)	D0259	SP66	Future changes made by Old Supplier	DTN	
0260	16.16	CoS Objection Removal	MPAS	SUP (new)	D0171	SP28/29	Distribution changes - post Supply Start Date	DTN	3,5
0270	16.15	CoS Objection Removal	MPAS	DA (old)	D0209	NH/HH01	Appointment End	DTN	9
0280	16.15	CoS Objection Removal	MPAS	DA (old) (future)	D0209	NH/HH01	Appointment Cancellation	DTN	9
0290	16.15	CoS Objection Removal	MPAS	DA (new)	D0209	NH/HH01	Appointment Start	DTN	9
0300	16.15	CoS Objection Removal	MPAS	DA (new) (future)	D0209	NH/HH01	Appointment Start	DTN	9
0310	16.20	Expiry of objection resolution period	MPAS	SUP (old)	D0092	SP70	Notification of expiry of objection resolution period	DTN	
0320	16.20	Expiry of objection resolution period	MPAS	SUP (new)	D0093	SP71	Notification of expiry of objection resolution period	DTN	
0323	17.2	Contact Notice	SUP (new)	MPAS	D0271	SP10	Request Contact Notice	DTN	
0324	17.2	Contact Notice	SUP (old)	MPAS	D0271	SP10	Request Contact Notice	DTN	
0325	17.2	Contact Notice	MPAS	SUP (new)	D0272	SP14	Rejection with Reason Code(s)	DTN	
0326	17.2	Contact Notice	MPAS	SUP (old)	D0272	SP14	Rejection with Reason Code(s)	DTN	
0327	17.2	Contact Notice	MPAS	SUP (new)	D0273	SP15	Contact Notice	DTN	
0328	17.2	Contact Notice		SUP (old)	D0273	SP15	Contact Notice	DTN	
0330	20.1	New Connection	DB	MPAS	none	DB01	New MPAN Details	internal	
0340	20.5	Initial Registration	SUP	MPAS	D0055	SP01	Initial Registration - new connection	DTN	2
0360	20.8	Initial Registration	MPAS	SUP	D0057	SP23	Rejection with Reason Codes	DTN	
0370	20.5	Initial Registration	MPAS	SUP	D0217	SP20	Acceptance of initial registration	DTN	4
0380	20.5	Initial Registration	MPAS	SUP	D0171	SP29	Future Distribution changes (LLF Class, GSP Group)	DTN	5
0390	20.5	Initial Registration	MPAS	DA	D0209	NH/HH01	Appointment Start	DTN	9
0400	21.1	MPAN Disconnection	DB	MPAS	none	DB03	MPAN Disconnection	internal	
0410	21.2	MPAN Disconnection	MPAS	SUP	D0171	SP27	MPAN Disconnection	DTN	5
0420	21.2	MPAN Disconnection	MPAS	SUP (future)	D0171	SP26	MPAN Disconnection	DTN	5

MRA

Flow No	MRA ref	Event	From	To	DTC Ref.	Instr Type	Description	Method	Notes
0430	21.2	MPAN Disconnection	MPAS	DA	D0209	NH/HH01	Appointment End	DTN	9
0440	21.2	MPAN Disconnection	MPAS	DA (future)	D0209	NH/HH01	Appointment Cancellation	DTN	9
0450	22.1	Full Supplier Refresh	SUP	MPAS	none	none	Request for Full Refresh	manual	
0460	22.2	Full Supplier Refresh	MPAS	SUP	none	none	Accept + confirmed date, or reject	manual	
0470	22.3	Full Supplier Refresh	MPAS	SUP	D0204	SP84	Full Supplier Refresh	CD+	
0480	22.1	Full DA Refresh	DA	MPAS	none	none	Request for Full Refresh	manual	
0490	22.2	Full DA Refresh	MPAS	DA	none	none	Accept + confirmed date, or reject	manual	
0500	22.3	Full DA Refresh	MPAS	DA	D0209	NH/HH08	Full DA Refresh	CD+	
0510	23.1	Selective Supplier Refresh	SUP	MPAS	none	none	Request for Selective Refresh	manual	
0520	23.2	Selective Supplier Refresh	MPAS	SUP	none	none	Accept + confirmed date, or reject	manual	
0530	23.2	Selective Supplier Refresh	MPAS	SUP	D0204	SP84	Selective Supplier Refresh	DTN	
0540	23.1	Selective DA Refresh	DA	MPAS	none	none	Request for Selective Refresh	manual	
0550	23.2	Selective DA Refresh	MPAS	DA	none	none	Accept + confirmed date, or reject	manual	
0560	23.2	Selective DA Refresh	MPAS	DA	D0209	NH/HH01	Selective DA Refresh	DTN	
0570	24.2	Upd MP address	DB	MPAS	none	DB02	Revisions to MP address details	internal	
0580	24.3	Upd MP address	MPAS	SUP	D0171	SP29	Revisions to MP address details	DTN	5
0590	24.3	Upd MP address	MPAS	SUP (future)	D0171	SP28	Revisions to MP address details	DTN	5
0600	24.1	Upd MP LLF Class	DB	MPAS	none	DB02	Revisions to MP LLF Class	internal	
0610	24.3	Upd MP LLF Class	MPAS	SUP	D0171	SP29	Revisions to MP LLF Class	DTN	5
0620	24.3	Upd MP LLF Class	MPAS	SUP (future)	D0171	SP28	Revisions to MP LLF Class	DTN	5
0630	24.3	Upd MP LLF Class	MPAS	DA	D0209	NH/HH07	Revisions to MP LLF Class	DTN	9
0640	24.3	Upd MP LLF Class	MPAS	DA (future)	D0209	NH/HH07	Revisions to MP LLF Class	DTN	9
0650	24.1	Upd MP GSP Group	DB	MPAS	none	DB02	Revisions to MP GSP Group	internal	
0660	24.3	Upd MP GSP Group	MPAS	SUP	D0171	SP29	Revisions to MP GSP Group	DTN	5
0670	24.3	Upd MP GSP Group	MPAS	SUP (future)	D0171	SP28	Revisions to MP GSP Group	DTN	5
0680	24.3	Upd MP GSP Group	MPAS	DA	D0209	NH/HH06	Revisions to MP GSP Group	DTN	9
0690	24.3	Upd MP GSP Group	MPAS	DA (future)	D0209	NH/HH06	Revisions to MP GSP Group	DTN	9
0700	24.8	Appoint New DA	SUP	MPAS	D0205	SP02	DA Appointment	DTN	6

MRA

Flow No	MRA ref	Event	From	To	DTC Ref.	Instr Type	Description	Method	Notes
0710	24.13	Appoint New DA	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
0720	24.13	Appoint New DA	MPAS	SUP (next)	D0213	SP24	DA Appointment (to next Supplier, if existing, for information)	DTN	
0730	24.13	Appoint New DA	MPAS	DA (old)	D0209	NH/HH01	Appointment End	DTN	9
0740	24.13	Appoint New DA	MPAS	DA (old) (future)	D0209	NH/HH01	Appointment Cancellation	DTN	9
0750	24.13	Appoint New DA	MPAS	DA (new)	D0209	NH/HH01	Appointment Start	DTN	9
0760	24.8	Appoint New DC	SUP	MPAS	D0205	SP02	DC Appointment	DTN	6
0770	24.13	Appoint New DC	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
0780	24.13	Appoint New DC	MPAS	SUP (next)	D0213	SP24	DC Appointment (to next Supplier, if existing, for information)	DTN	
0790	24.13	Appoint New DC	MPAS	DA	D0209	NH/HH02	DC Appointment	DTN	9
0800	24.13	Appoint New DC	MPAS	DA (future)	D0209	NH/HH02	DC Appointment	DTN	9
0810	24.8	Appoint New MO	SUP	MPAS	D0205	SP02	MO Appointment	DTN	6
0820	24.13	Appoint New MO	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
0830	24.13	Appoint New MO	MPAS	SUP (next)	D0213	SP24	MO Appointment (to next Supplier, if existing, for information)	DTN	
0840	24.8	Upd Measurement Class	SUP	MPAS	D0205	SP02	Measurement Class	DTN	6
0850	24.13	Upd Measurement Class	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
0860	24.13	Upd Measurement Class	MPAS	SUP (next)	D0213	SP24	Measurement Class (to next Supplier, if existing, for information)	DTN	
0870	24.13	Upd Measurement Class	MPAS	DA	D0209	NH/HH04	Revised Measurement Class	DTN	9
0880	24.13	Upd Measurement Class	MPAS	DA (future)	D0209	NH/HH04	Revised Measurement Class	DTN	9
0890	24.8	Upd Profile Class/ SSC	SUP	MPAS	D0205	SP02	Profile Class/ SSC	DTN	6
0900	24.13	Upd Profile Class/ SSC	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
0910	24.13	Upd Profile Class/ SSC	MPAS	SUP (next)	D0213	SP24	Profile Class/ SSC (to next Supplier, if existing, for information)	DTN	
0920	24.13	Upd Profile Class/ SSC	MPAS	DA	D0209	NH/HH03	Revised Profile Class/ SSC	DTN	9
0930	24.13	Upd Profile Class/ SSC	MPAS	DA (future)	D0209	NH/HH03	Revised Profile Class/ SSC	DTN	9
0940	24.8	Upd Energisation Status	SUP	MPAS	D0205	SP02	Energisation Status	DTN	6

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Flow No	MRA ref	Event	From	To	DTC Ref.	Instr Type	Description	Method	Notes
0950	24.13	Upd Energisation Status	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
0960	24.13	Upd Energisation Status	MPAS	SUP (next)	D0213	SP24	Energisation Status (to next Supplier, if existing, for information)	DTN	
0970	24.13	Upd Energisation Status	MPAS	DA	D0209	NH/HH05	DA Appointment Start (if initial Energisation)	DTN	7 & 9
0980	24.13	Upd Energisation Status	MPAS	DA	D0209	NH/HH05	Revised Energisation Status	DTN	9
0990	24.13	Upd Energisation Status	MPAS	DA (future)	D0209	NH/HH05	Revised Energisation Status	DTN	9
1000	24.8	Upd Meter TSwitch Code	SUP	MPAS	D0205	SP02	Meter TSwitch Code	DTN	6
1010	24.13	Upd Meter TSwitch Code	MPAS	SUP	D0203	SP30	Rejection with Reason Code(s)	DTN	
1020	24.13	Upd Meter TSwitch Code	MPAS	SUP (next)	D0213	SP24	Meter TSwitch Code (to next Supplier, if existing, for information)	DTN	
1029	24.14		MDDA	MPAS	D0269	none	Update MD data		
1030	24.14		MDDA	MPAS	D0270	none	Update MD data		
1040	25.1	SUP Resend Request	SUP	MPAS	none	none	Resend Request	manual	
1050	25.2	SUP Resend Request	MPAS	SUP	as per original	as per original	Requested File Resent	DTN	
1060	25.1	DA Resend Request	DA	MPAS	none	none	Resend Request	manual	
1070	25.2	DA Resend Request	MPAS	DA	D0209	as per original	Requested File Resent	DTN	
1080	25.2	DA Rejection	DA	SUP	D0023	none	Details of Failed Messages	DTN	
1100	xxx	Customer/Supplier Query	CUST or SUP	MPAS	none	none	Request notification of MPAN	manual	
1110	xxx	Customer/Supplier Query	MPAS	CUST	none	none	Supply Number + MP Details	post	
1120	xxx	File Confirmation	MPAS	SUP	D172	SP90	Technical Confirmation of File (sent on completion of processing for every Supplier File)	DTN	
1180	29.5	Disputed Readings on change of supplier	SUP (Initiating)	SUP (Associated)	D0300	None	Notification to a supplier that the meter reading used for the change of supplier has been disputed, together	DTN	

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Flow No	MRA ref	Event	From	To	DTC Ref.	Instr Type	Description	Method	Notes
							with a replacement reading.		
1190	29.6	Disputed Readings on change of supplier	SUP (Associated)	SUP (Initiating)	D0300	None	Response to the Initiating Supplier regarding a replacement reading to be used on change of supplier	DTN	
1200	24.5	Changes to Metering Point Address identified by Supplier	SUP	DB	None	None	Change from plot to postal address; change to add non-PAF element to Metering Point Address	Manual	
1210	18.9	Erroneous Transfer Communication	SUP (Old)	SUP (New)	D0301	None	Notification of a potential Erroneous Registration	Email	
1210	24.2	Changes to Metering Point Address identified by Distribution Business	DB	MPAS	None	None	Change from Plot to Postal address, change to add non-PAF element to Metering Point Address; Post Code update	Internal	
1220	18.10	Erroneous Transfer Communication	SUP (New)	SUP (Old)	D0301	None	Notification/update of an Erroneous Registration	Email	
1230	16.7	Customer Requested Objection Communication	SUP (Old)	SUP (New)	D0305	None	Notification that a Notice of Objection has been issued at the Customers request	Email	
1240	31.2.3	Update to ECOES	DB or SUP as appropriate	ECOES	None	None	Communication of a new MPAN record or changes to information for that MPAN record	Internal	10
1250	29.2	Notification of Old Supplier information	SUP (Old)	SUP (New)	D0311	None	Old Supplier notifies New Supplier of relevant information	DTN	

SCHEDULE 4

Accession Agreement

THIS AGREEMENT is made on [] between:

- (1) [], a company incorporated under the laws of [] [(number [])] and having its [registered] [principal] office at [] (the "**New Party**"); and
- (2) [MEC] (the "**Nominee**") on behalf of all the parties to the Master Registration Agreement referred to below.

WHEREAS:

- (A) The Distribution Businesses named therein (1), the Suppliers named therein (2), the BSC Agent (3), and MRASCO (4), have entered into an agreement ("Master Registration Agreement") on [].
- (B) The New Party has requested that it be admitted as a party in the capacity of [Distribution Business]/[Supplier]/[replacement for BSC Agent] pursuant to Clause 4 of the Master Registration Agreement and each of the parties hereby agrees to such admission.

NOW IT IS HEREBY AGREED as follows:

1. Unless the context otherwise requires, words and expressions defined in the Master Registration Agreement shall bear the same meanings respectively when used herein.
2. The Nominee (acting on behalf of each of the parties) hereby admits the New Party as an additional party under the Master Registration Agreement on the terms and conditions hereof and with effect from [insert effective date of admission].
3. The New Party hereby accepts its admission as a party and undertakes with the Nominee (acting on behalf of each of the parties) to perform and to be bound by the terms and conditions of the Master Registration Agreement as a party as from the [insert effective date of admission].
4. For all purposes in connection with the Master Registration Agreement the New Party shall as from the [insert effective date of admission] be treated as if it had been a signatory of the Master Registration Agreement as a [Distribution Business]/[Supplier]/ [replacement for BSC Agent]*, and as if this Agreement were part of the Master Registration Agreement, and the rights and obligations of the parties shall be construed accordingly.
5. This Agreement and the Master Registration Agreement shall be read and construed as one document and references in the Master Registration Agreement to the Master Registration Agreement (howsoever expressed) shall be read and construed as references to the Master Registration Agreement and this Agreement.

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6. This Agreement shall be governed by and construed in all respects in accordance with English law and the provisions of Clause 50 of the Master Registration Agreement shall apply hereto *mutatis mutandis*.

7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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

[New Party]

By:

Notice details (Clause 47 of the Master Registration Agreement)

Address:

Facsimile Number:

Attention:

[Nominee]

(for and on behalf of each of the parties to the Master Registration Agreement)

By:

* Delete/complete as appropriate.

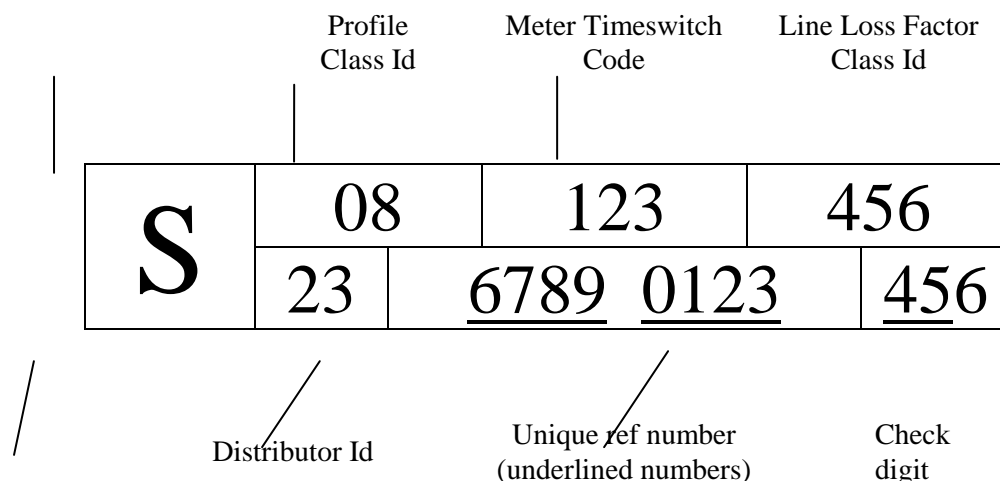
SCHEDULE 5

Supply Number Format

1. The Supply Number printed on Customers' bills and statements shall, subject to paragraph 3, or any direction from the Authority, conform to the following requirements:
 - (a) it shall be printed in an appropriate and reasonable size and colour on the part of the bill or statement to be retained by the customer to ensure easy recognition by the customer; notwithstanding that, where more than 2 Supply Numbers are applicable to that Customer's bill or statement, the position may be varied in accordance with paragraph 3;
 - (b) data items 1 to 3 and data items 4 to 6 of Schedule 2 shall be represented on separate lines;
 - (c) data items 1 to 3 of Schedule 2 shall be below data items 4 to 6 of Schedule 2;
 - (d) both lines shall be preceded by a single capital S, making full use of the space available; and
 - (e) each data item containing more than one digit shall be presented in a separate block. For data items 4 to 6 of Schedule 2, when printing these values in a Supply Number, full physical length of these data items will be used. This will require the use of leading zeroes for any value whose length is less than total length for that data item defined in the DTC.

2. Each Supplier shall comply with the requirements of paragraph 1 by printing the Supply Number on customers' bills and statements in the format illustrated in the examples below (excluding annotations):

Example a) Supply numbers with leading zero in Profile Class Id only



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Example b) Supply numbers with leading zeroes in Profile Class Id, Meter Timeswitch Class and Line Loss Factor Class Id

	Profile Class Id	Meter Timeswitch Code	Line Loss Factor Class Id
S	01	039	001
	23	<u>4567</u> <u>6789</u>	<u>123</u>

Distributor Id
Unique ref number (underlined numbers)
Check digit

3. Where more than two Supply Numbers need to be presented on a Customer's bill or statement, these may, at the Supplier's discretion, be printed on the reverse or on a separate page in the format set out in this Schedule.
4. Each Supplier need not comply with the requirements of paragraphs 2 and 3 in any case or class of cases in which the Supplier has obtained the prior approval of the Authority to the alternative format in which the Supply Number is to be represented.

SCHEDULE 6

BSC Requirements

The parties acknowledge that the intellectual property rights in the Statement of Requirements developed by the parties to the Balancing and Settlement Code are owned by the BSC Trading Parties.

2. CONDITIONS PRECEDENT

2.1 A Distribution Business shall not be obliged to provide Services until:

2.1.1 it has become Qualified to provide MPAS.

2.2 The obligations on a Distribution Business to provide Services to a Supplier in relation to any particular Metering Point in its Distribution System are subject to the Distribution Business providing values for the data items (other than data item 19) listed in Schedule 2 for that Metering Point to the MPAS Provider and that MPAS Provider entering such values into the relevant MPAS Registration System except where:

2.2.1 the Metering Point at a particular time is a New Metering Point, in which case the provisions of Clause 20.1 shall apply; or

2.2.2 the Metering Point is registered in CMRS in which case the Distribution Business shall ensure that any records maintained in accordance with clause 53.1 have been updated.

12. MPAS TECHNICAL CONSTRAINT

12.1 Each MPAS Provider shall ensure that its MPAS Registration System enables only one Supplier to be Registered as responsible for supplying any Metering Point for a particular day.

12.2 Each MPAS Provider shall ensure that it meets in full the requirements in relation to Qualification as set out in Section J of the BSC.

13. SERVICE AVAILABILITY

13.1 Each MPAS Provider shall provide, operate and maintain its MPAS Registration System or, as the case may be procure that its MPAS Registration System is provided, operated and maintained in accordance with Good Industry Practice and, subject to Clause 13.3, shall use its reasonable endeavours to ensure that staff are available between 09:00 hours and 18:00 hours on all Working Days to receive requests pursuant to Clauses 19, 20.12, 22.1, 23.1, 25.1, 27.2 and 27.3 and to respond to queries from Suppliers in relation to the provision of Services.

13.2 Each MPAS Provider shall use its reasonable endeavours to ensure that any planned suspensions in the operation of its MPAS Registration System(s) are scheduled so that there is the minimum amount of disruption to the provision of MPAS. Each MPAS

Provider shall provide the Suppliers and Data Aggregators with as much notice as possible of any planned suspension in the availability of its MPAS Registration System.

- 13.3 In the event of any unplanned suspension in the operation of its MPAS Registration System(s), an MPAS Provider shall treat the suspension as an emergency and shall implement its disaster recovery procedures within 48 hours of the start of the suspension. The MPAS Provider shall use its reasonable endeavours to make its MPAS Registration System available again as quickly as possible.
- 13.4 Any failure of an MPAS Provider to comply with the provisions of Clauses 13.2 and 13.3 shall not relieve that MPAS Provider from the application of the service levels referred to in Clause 14 except where such failure is due to a circumstance of Force Majeure in which case the provisions of Clause 39 or 46 shall apply.

14. SERVICE LEVELS AND LIQUIDATED DAMAGES

Service Levels

- 14.1 Save as otherwise provided in this Agreement, each MPAS Provider shall use its reasonable endeavours to ensure that notifications of any one type which it receives shall be processed in the order in which they were received.
- 14.2 Where an MPAS Provider receives any notification pursuant to any of Clauses 15.9, 15.15, 16.8, 16.15, 16.16, 16.17, 17.2, 20.5, 20.8, 20.10, 20.11, 21.1, 24.3, 24.8, 24.14 24.15 24.16 or the Objection Resolution Period has elapsed under Clause 16.20, the MPAS Provider shall notify the persons listed in those Clauses, or for notifications received under Clauses 21.1 and 24.8, the persons listed in Clauses 21.2 and 24.13 respectively (except for its Distribution Business) in the manner contained in Clause 14.4.
- 14.3 Where an MPAS Provider receives any notification pursuant to Clause 24.9, it shall not process such notifications until the procedures agreed by MEC pursuant to Clause 14.15 have been satisfied.
- 14.4 Each MPAS Provider shall produce the notifications required under the Clauses listed in Clause 14.2 in accordance with the requirement set out in Clause 28.2 in response to any notifications received by 18:00 hours on a Working Day or in response to the elapsing of the Objection Resolution Period on a particular Working Day ("**Message Receipt Working Day**") and, subject to Clauses 14.5 and 14.6, shall operate its MPAS Registration System (or procure that its MPAS Registration System is operated) with the intent to deliver the total number of such notifications ("**Total Daily Processing**") to its Gateway by 06:00 hours on the following Working Day or as soon as reasonably practicable thereafter.
- 14.5 For the purposes of fulfilling its obligations in respect of the BSC Requirements, each MPAS Provider shall ensure that:

- 14.5.1 the Total Daily Processing will be processed and delivered to its Gateway at a time not later than 06:00 hours on the first Working Day following the Message Receipt Working Day provided that it shall not be in breach of this obligation if it fails to meet this target on not more than six Working Days during each Quarter;
 - 14.5.2 if the target in Clause 14.5.1 is not met, the Total Daily Processing will be processed and delivered to its Gateway at a time not later than 06:00 hours on the second Working Day following the Message Receipt Working Day provided that it shall not be in breach of this obligation if it fails to meet this target on not more than one Working Day during each Quarter;
 - 14.5.3 if the target in Clause 14.5.2 is not met, the Total Daily Processing will be processed and delivered to its Gateway at a time not later than 06:00 hours on the third Working Day following the Message Receipt Working Day.
- 14.7 In order to determine whether the relevant MPAS Provider has fulfilled the requirements set out in each of Clauses 14.5 to 14.6, it shall note the time on the Working Day when the Total Daily Processing is delivered to its Gateway in relation to the Message Receipt Working Day relevant to that Total Daily Processing.
 - 14.8 Each MPAS Provider shall measure its performance against the requirements set out in Clauses 14.5 and 14.6 over each Quarter provided that where there are breaches of the requirements in Clauses 14.6.3 and 14.6.4, the breach shall be deemed to have occurred in the Quarter in which the second Working Day following the Message Receipt Working Day occurred.
 - 14.9 Each MPAS Provider agrees that it is their long-term objective to achieve a service level ensuring the processing and delivery of the Total Daily Processing by 06:00 hours on the first Working Day following the Message Receipt Working Day.

Elexon Limited Liquidated Damages

- 14.10 Where the number of occasions in any Quarter that an MPAS Provider fails to deliver the Total Daily Processing to its Gateway within the timescales indicated in Clauses 14.5.1 to 14.5.3 exceeds the number of allowable failures indicated in those Clauses, that MPAS Provider shall pay the BSC Agent £125 for each such extra occasion on which it has failed to deliver the Total Daily Processing to its Gateway.

Data Transfer Service Escalation

- 14.13 Where an MPAS Provider receives a notification from the Data Transfer Network indicating that a Message sent by it pursuant to the terms of this Agreement has not been received by the Supplier or Data Aggregator, that MPAS Provider shall contact the Supplier or Data Aggregator as soon as reasonably practicable. The relevant MPAS Provider and relevant Supplier or Data Aggregator shall utilise the Problem Management Procedures under the Data Transfer Service Agreement which may require the MPAS Provider to Resend the original Message.

14.15 MEC shall agree and issue appropriate procedures in relation to changes to data items 11 and/or 12 and/or 13 of Schedule 2 where the number of Metering Points which are affected by the change exceeds the volumes set out in these procedures, which includes the threshold(s) as defined in the BSC. Such procedures shall be subordinate to and shall not be inconsistent with this Clause 14.15 and Clauses 14.3 and 24.9.

Review

14.16 MEC may conduct a formal review of liquidated damages.

14.18 Each party agrees to provide MEC with all reasonable information that MEC may require for the purposes of carrying out its review pursuant to this Clause 14. This may include information relating to the level of market activity, the average number of Messages within the Total Daily Processing, the average composition of a Total Daily Processing and information to verify the assumptions set out in Clause 14.17 and how the values ascribed to such assumptions may have changed since the date of this Agreement.

14.19 Nothing in this Clause shall be construed as restricting the scope of MEC's review pursuant to Clause 14.16. In particular, MEC shall consider whether there is a need for further reviews to be carried out by it after the conclusion of its review pursuant to this Clause 14.

14.20 MEC shall copy the results of its review to all parties as soon as reasonably practicable following the conclusion of its review. Any changes to this Agreement that MEC reasonably considers should be made as a result of the review shall be treated as a change request and the procedures set out in Clause 9 shall be followed.

15. PROCEDURE FOR APPLICATION FOR REGISTRATION BY A SUPPLIER

15.1 A Supplier that has a contract (including a Deemed Contract) to supply or receive electricity through or from a Metering Point, shall apply to the MPAS Provider whose MPAS Registration System has the Metering Point recorded on it (the “**relevant MPAS Provider**”), for Registration in respect of that Metering Point, pursuant to the provisions of this Clause 15 or Clause 20, as appropriate except where:

15.1.1 that Supplier is already Registered in relation to that Metering Point; or

15.1.2 the Metering Point is registered in CMRS.

15.4 The Supplier shall use its reasonable endeavours to apply for Registration in respect of all Related Metering Points on the same Working Day for a Supply Start Date on the same date, except where a new Related Metering Point is created after the Supplier applies for Registration in relation to the other Related Metering Point(s). Where a new Related Metering Point or Pseudo Metering Point is created the Supplier shall apply for Registration in relation to it as soon as reasonably practicable.

15.5 A Valid Application for Registration for the purposes of this Clause 15 is one that:

- 15.5.1 contains values that the Supplier has identified as representing data items 1, 2, 3, 8 and 10 of Schedule 2 for the Metering Point against which it wishes to Register which are Accepted on the MPAS Registration System;
 - 15.5.2 is received by the relevant MPAS Provider no later than the last Working Day before the Supply Start Date included in the Supplier's application under Clause 15.5.1 and no more than 28 days in advance of that date.
- 15.7 The Supplier may also include in its Application for Registration data items 4, 5, 7 and 11 to 14, 16 and 17 of Schedule 2 for the Metering Point. Where the Application for Registration relates to a Pseudo Metering Point the Supplier shall ensure that data items 4, 7, 11, 12, 14, 16 and 17 of Schedule 2 contain the same value as the corresponding data items for the associated Half Hourly Metering Point. The Supplier shall use its reasonable endeavours to ensure that data item 7 is set to "T" (True) in its Application for Registration if the application relates to Domestic Premises and the Customer at those Domestic Premises is a new owner or occupier of those premises. The MPAS Provider shall not be required to check that data item 7 has been included or is accurate in an Application for Registration for a Domestic Premises where there is a Customer that is a new owner or occupier of those premises.
- 15.9 Where an MPAS Provider receives a Valid Application for Registration from a Supplier in relation to a Metering Point, it shall Register that Supplier and shall notify that Supplier (the "**New Supplier**"), the New Supplier's Data Aggregator, the Old Supplier, the Old Supplier's Data Aggregator, any Data Aggregator the Old Supplier may have appointed for a future date and the Distribution Business for that Metering Point that the Supplier has been Registered.
- 15.10 Subject to Clauses 15.11, 16.12 and 16.20, the New Supplier shall be deemed responsible and the Old Supplier shall cease to be responsible for the supply of electricity through the Metering Point from 00:00 hours on the Supply Start Date.
- 15.11 Where the New Supplier has been appointed to the Metering Point as a result of a Last Resort Supply Direction pursuant to Clause 26.1, then Clause 26.3 shall apply and Clause 15.10 shall not apply.
- 15.12 Subject to Clause 15.2 the New Supplier shall use its reasonable endeavours to submit a Valid Application for Registration to the relevant MPAS Provider as far in advance of the Supply Start Date as reasonably possible taking into account the restrictions set out in Clause 15.5.2. The MPAS Provider shall not be responsible for ensuring that the New Supplier complies with the requirements of this Clause 15.12.
- 15.13 The New Supplier shall use its reasonable endeavours not to commence supplying electricity through any Metering Point or make any material changes to that Metering Point until it has received a notice confirming its Registration in respect of the Metering Point or (if later) the Supply Start Date specified in the New Supplier's Application for Registration. The MPAS Provider shall not be responsible for ensuring that the New Supplier complies with the requirements of this Clause 15.13. Where the New Supplier is unable to comply with the provisions of this Clause 15.13

due to the relevant MPAS Provider's failure to send out a notice confirming its Registration within the timescales indicated in Clause 14.5 or 14.6 or the New Supplier is a SoLR, that New Supplier shall be deemed not to be in breach of the obligation set out in this Clause 15.13.

- 15.14 Where an Old Supplier makes a change to one of the data items for which it is stated to be responsible in Schedule 2, in relation to a Metering Point, and its Message to the relevant MPAS Provider is Rejected and the reason for such Rejection is stated to be the New Supplier's Registration, the Old Supplier shall contact the New Supplier as soon as possible and inform it of the change, using the contact notice facility provided under Clause 17, if necessary.
- 15.15 Where an MPAS Provider receives an Application for Registration from a Supplier which is not a Valid Application for Registration, it shall Reject the Application for Registration and shall notify the Supplier that such application has been Rejected, setting out all the reasons for the Rejection. Notwithstanding Clause 15.5.2, the MPAS Registration Systems of some MPAS Providers may not Reject an otherwise Valid Application for Registration even though the Application for Registration is received after the date that is the last Working Day before the Supply Start Date included in the Supplier's Application for Registration.

16. PROCEDURE FOR OBJECTION BY OLD SUPPLIER

- 16.1 The circumstances under which an Old Supplier may issue an objection (“**Notice of Objection**”) to the relevant MPAS Provider in relation to an Application for Registration of which it has been notified pursuant to Clause 15.9 are defined in Condition 14 of the Electricity Supply Licence.
- 16.2 Where the notice received by the Old Supplier pursuant to Clause 15.9 indicates that data item 7 in Schedule 2 for the Metering Point in the New Supplier’s Application for Registration has been set to "T" ("True") the Old Supplier should use reasonable endeavours to establish whether that data item has been set accurately by the New Supplier when determining whether it has reasonable grounds to issue an objection in accordance with Condition 14 of the Electricity Supply Licence.
- 16.3 A Notice of Objection that complies with the requirements of Condition 14 of the Electricity Supply Licence and 16.2 shall be a Valid Notice of Objection (“**Valid Notice of Objection**”).
- 16.4 The relevant MPAS Provider shall not be responsible for checking that any Notice of Objection that it receives is a Valid Notice of Objection.
- 16.5 Where an Old Supplier has raised an objection pursuant to Condition 14.2(c) or 14.4(e) of the Electricity Supply Licence in respect of a particular Metering Point, the Old Supplier shall on request of the New Supplier as soon as reasonably practical, notify the New Supplier of all Related Metering Points for the Metering Point for which the Old Supplier is or has been Registered.

- 16.6 Where an Old Supplier wishes to issue a Notice of Objection to the MPAS Provider in relation to an Application for Registration of which it has been notified pursuant to Clause 15.9 it shall issue such notice to the relevant MPAS Provider so that it is received by that MPAS Provider within the Objection Raising Period.
- 16.7 Where the Old Supplier issues a Notice of Objection (i) pursuant to Conditions 14.4(a), 14.4(b), 14.4(d), 14.4(e), 14.2(a), 14.2(b), 14.2(c) and 14.2A of the Electricity Supply Licence it shall, at the same time, in accordance with Conditions 14.3 and 14.6 of the Electricity Supply Licence, send notification to its Customer at the Premises of the grounds for that objection and how the Customer may dispute or resolve such grounds (which notification shall include resolution pursuant to Clause 30.2, if applicable) or, (ii) pursuant to Condition 14.4(c) of the Electricity Supply Licence, it shall at the same time, send notification to the New Supplier and confirmation to its Customer at the Premises that a Customer Requested Objection has been issued.
- 16.8 Where the relevant MPAS Provider receives and Accepts a Notice of Objection within the Objection Raising Period, that MPAS Provider shall:
- 16.8.1 record the notice on its MPAS Registration System;
 - 16.8.2 notify the Old Supplier and New Supplier, the Old Supplier's Data Aggregator, any Data Aggregator the Old Supplier may have appointed for a future date, the New Supplier's Data Aggregator, any Data Aggregator the New Supplier may have appointed for a future date and, where necessary, the Distribution Business, that such Notice of Objection has been received and Accepted;
 - 16.8.3 delete all data items relating to the New Supplier's Registration, including any changes to data items that a New Supplier has made pursuant to Clause 24.7;
 - 16.8.4 notify the Old Supplier of all changes to data items made by the New Supplier pursuant to Clause 24.8, or made by the Distribution Business pursuant to Clause 24.3 which were entered on or after the Working Day on which the New Supplier's Registration was Accepted, and which have an effective date which is not later than the Working Day on which the Notice of Objection is Accepted. Such notification shall exclude any items which were provided by the Old Supplier.
- 16.9 The New Supplier shall not be able to make any changes to data items 4, 5, 7, 11 to 14, 16 or 17 in Schedule 2 for the Metering Point after the Old Supplier's Notice of Objection is lodged unless and until the Notice of Objection is removed by the relevant MPAS Provider in accordance with Clause 16.13.
- 16.10 Where the Notice of Objection is not Accepted or was not received within the Objection Raising Period, the relevant MPAS Provider shall Reject such Notice of Objection and shall notify the Old Supplier that it has Rejected its Notice of Objection and all the reasons for the Rejection.

- 16.11 Where the Old Supplier's Notice of Objection has been Rejected the Old Supplier may re-submit a Notice of Objection within the Objection Raising Period.
- 16.12 Where the MPAS Provider records a Notice of Objection in accordance with Clause 16.8 it shall note within its MPAS Registration System that the Registration of the New Supplier in relation to the Metering Point has been objected to and the responsibility for supplying that Metering Point shall revert to or remain with the Old Supplier, as relevant, such that the New Supplier's Registration shall be deemed not to have taken place.
- 16.13 The Old Supplier may withdraw any Notice of Objection that has been Accepted by the relevant MPAS Provider within the Objection Resolution Period, other than where such objection was issued pursuant to Condition 14.4(c) of the Electricity Supply Licence (in which case the procedures established in accordance with Clause 16.13.1 shall apply), and shall do so where the grounds for its objection have been resolved within the Objection Resolution Period. The relevant MPAS Provider shall not be responsible for checking that the grounds for objection in the Old Supplier's Notice of Objection have been resolved within the Objection Resolution Period.
- 16.13.1 MEC shall agree and issue appropriate procedures in relation to Customer Requested Objections, which procedures shall be subordinate to and shall not be inconsistent with this Clause 16 and Condition 14 of the Electricity Supply Licence.
- 16.14 Where the Old Supplier withdraws a Notice of Objection pursuant to Clause 16.13 it may not re-submit a Notice of Objection in respect of the same Application for Registration pursuant to Clause 16.6.
- 16.15 Where the relevant MPAS Provider Accepts the Old Supplier's withdrawal of its Notice of Objection it shall remove the Notice of Objection and shall notify the Old Supplier, the New Supplier, the Old Supplier's Data Aggregator, any Data Aggregator the Old Supplier may have appointed for a future date, the New Supplier's Data Aggregator, any Data Aggregator the New Supplier may have appointed for a future date and, where necessary, the Distribution Business of the removal of the Notice of Objection.
- 16.16 Where the Old Supplier has made any changes to the data items pursuant to Clause 24.7, or the Distribution Business has made any changes to data items pursuant to Clause 24.3, which were entered on or after the Working Day on which the Notice of Objection was Accepted, and such changes have an effective date which is not later than the Working Day on which the Notice of Objection is withdrawn, during the Objection Resolution Period, the relevant MPAS Provider shall notify the New Supplier that such changes were made. The data items relevant to the New Supplier's Registration shall be included in the notification to the New Supplier.
- 16.17 Where the relevant MPAS Provider does not Accept the Old Supplier's request to withdraw its Notice of Objection it shall Reject such application and shall notify the Old Supplier of its reasons.

- 16.18 Where the Old Supplier withdraws a Notice of Objection or where the grounds of objection are later resolved, it shall notify the Customer at the Premises as soon as is reasonably practicable.
- 16.19 Where the relevant MPAS Provider removes a Notice of Objection in accordance with Clause 16.15, it shall restore the Registration of the New Supplier, who shall be deemed to be responsible for the supply of electricity through the Metering Point from the Supply Start Date included in its Valid Application for Registration. If the Old Supplier made any changes to data items pursuant to Clause 24.5 during the Objection Resolution Period which were to be effective from a date on or after the New Supplier's Start Date, such changes shall be deemed not to have been made. If the New Supplier made any changes to data items pursuant to Clause 24.5 before the relevant MPAS Provider recorded the Old Supplier's Notice of Objection those changes shall be re-instated on the MPAS Registration System to be effective from the dates originally specified in the New Supplier's application.
- 16.20 Where a Notice of Objection is not withdrawn or the request to withdraw has been Rejected within the Objection Resolution Period, the relevant MPAS Provider shall inform the Old Supplier and the New Supplier that the Objection Resolution Period has expired and the Old Supplier shall retain responsibility for the Metering Point.

17. CONTACT NOTICE FACILITY

- 17.1 An MPAS Provider shall provide a facility whereby the identities of the Old and the New Supplier are automatically notified to each other where a registration is taking place pursuant to clause 15.
- 17.2 Notwithstanding the above, where the relevant MPAS Provider receives a Message from a Supplier requesting the identity of the Old or New Supplier, it shall send a Message to both the Suppliers containing the other's identity. Where the MPAS Provider Rejects the Message it shall notify the Supplier of its Rejection and all the reasons for so doing.
- 17.3 The relevant MPAS Provider shall not be required to check the validity of any request made in accordance with Clause 17.2 except to check that the Supplier requesting the information is the New or Old Supplier.

18. ERROR RECTIFICATION

- 18.1 Each Supplier shall use its reasonable endeavours to check any notice it receives from an MPAS Provider pursuant to Clause 15 for errors.

Related Metering Points

- 18.2 Pursuant to Clause 18.1, where data item 5 of Schedule 2 for a Metering Point indicates that the Metering Point is a Related Metering Point, the New Supplier shall use its reasonable endeavours to ensure that all other Related Metering Points are Registered at the same time either in accordance with Clause 15 or this Clause 18.

- 18.3 Where the Old Supplier reasonably believes that the New Supplier has Registered for a Related Metering Point without Registering all other Related Metering Points it shall either:
- 18.3.1 raise an objection pursuant to Condition 14 of the Electricity Supply Licence within the time limits set out in Clause 16, using the facility provided under Clause 17, if necessary; or
 - 18.3.2 contact the New Supplier as soon as possible using the facility provided under Clause 17, if necessary.
- 18.4 Where the New Supplier reasonably believes that it has Registered for a Related Metering Point without registering all other Related Metering Points and the Old Supplier has not objected to its original Registration; it shall apply for Registration of the Related Metering Point(s) as soon as reasonably practicable. Where the Supplier makes such an application but does not apply in sufficient time to ensure that it receives confirmation from the relevant MPAS Provider before it commences supplying electricity through the Related Metering Points it shall contact the Old Supplier as soon as possible using the facility provided under Clause 17, if necessary.
- 18.5 Where either the Old Supplier or New Supplier contacts the other pursuant to Clause 18.3 or 18.4, these Suppliers shall agree the appropriate method for Registering all other Related Metering Points. This may include:
- 18.5.1 the Old Supplier objecting to the New Supplier's application under Condition 14 of the Electricity Supply Licence within the time limits set out in Clause 16; or
 - 18.5.2 the Old Supplier withdrawing its objection; or
 - 18.5.3 the New Supplier Registering all Related Metering Points before it commences supplying electricity through the Related Metering Point(s) and if necessary the Old Supplier removing its objection under Condition 14 of the Electricity Supply Licence within the time limits set out in Clause 16; or
 - 18.5.4 the New Supplier applying for Registration in relation to the other associated Related Metering Points after the time period indicated in Clause 18.5.3.
- 18.6 The Suppliers shall, as soon as reasonably practicable, settle any costs between them including any settlement costs that are incorrectly allocated to the Suppliers and any costs incurred as a result of registering any Related Metering Points at a later time to the associated Related Metering Points.

Erroneous Registrations

- 18.9 Where the Old Supplier becomes aware, other than pursuant to Condition 14.4(c) of the Electricity Supply Licence, that the New Supplier's Registration for a particular Metering Point may have occurred in error it shall use reasonable endeavours to notify the New Supplier within 2 Working Days of becoming aware that a potential

Erroneous Registration has occurred, using the facility provided under Clause 17 if necessary.

18.10. Where the New Supplier becomes aware, including notification pursuant to Clause 18.9, that its Registration for a particular Metering Point may have been made in error it shall, on becoming so aware, use reasonable endeavours to determine within 8 Working Days whether it has entered into a contract to supply electricity (including a Deemed Contract) for that Metering Point. In the event that the New Supplier determines that an Erroneous Registration has occurred, this shall be rectified by either;

18.10.1 the New Supplier contacting the Old Supplier i) using the facility provided under Clause 17 if necessary or ii) responding to a notification pursuant to Clause 18.9 and the Old Supplier objecting to the New Supplier's application under Condition 14.2(b) or 14.4(b) of the Electricity Supply Licence within the time limit set in Clause 16 (**a Co-operative Objection**); or

18.10.2 where 18.10.1 is not applicable, in accordance with the procedures established by MEC pursuant to Clause 18.8.

18.11 Where the Old Supplier acts in accordance with Clause 18.10.2 the Suppliers shall agree the appropriate method for settling any costs incurred. This may include:

18.11.1 ignoring the effect of the error; or

18.11.2 carrying out a bi-lateral cash adjustment; or

18.11.3 the Old Supplier executing a Nil Advance to Meter Procedure where the Metering Point is a Non Half Hourly Metering Point that has been Erroneously Registered for no longer than three calendar months; and there has been no meter reading, or change of meter, or change of Profile Class, Data Collector, Data Aggregator, Standard Settlement Configuration or Measurement Class during the period of the Erroneous Registration; and the Supplier has not Erroneously Registered more than 100 Metering Points on that Working Day.

18.12 The Suppliers shall, as soon as reasonably practicable, settle any costs incurred as a result of implementing any methods to correct errors or as a result of those errors including those outlined in Clause 18.10 between them including any settlement costs that are incorrectly allocated to the Suppliers.

19. RETROSPECTIVE AMENDMENT OF MPAS REGISTRATION SYSTEM

19.1 MEC shall agree and issue appropriate procedures in relation to the retrospective manual amendment of MPAS Registration Systems (which procedures shall be subordinate to and shall not be inconsistent with this Clause 19) and the parties agree to comply with those procedures as issued from time to time.

19.2 Where the procedures detailed in Clause 18 cannot be used, the Old Supplier and New Supplier may request the relevant MPAS Provider to amend its MPAS Registration

System manually to rectify an erroneous Registration. Where the relevant MPAS Provider has received a joint written confirmation from the Old Supplier and the New Supplier agreeing to the amendment to the MPAS Registration System and any associated charges, that MPAS Provider shall undertake the manual amendment in the limited circumstances set out in the procedures established by MEC pursuant to Clause 19.1, at a charge to be agreed between the relevant MPAS Provider and the Suppliers.

20. NEW CONNECTIONS, NEW METERING POINTS REGISTRATION OF NEW SUPPLY NUMBERS

20.1 Where a Distribution Business:

20.1.1 creates a new connection to Premises from its Distribution System (a "**New Connection**") and hence creates a new Metering Point (unless the Metering Point is to be registered in CMRS); or

20.1.2 in circumstances other than those set out in Clause 20.1.1, agrees with a Supplier that a new Metering Point should be created; or

20.1.3 decides to enter a new Metering Point onto its MPAS Registration System; or

20.1.4 is notified of an approved Transfer from CMRS to the MPAS Registration System and needs to create a new Metering Point on its Registration System, (in each circumstance a "**New Metering Point**")

it shall ensure that a Skeleton Record for the New Metering Point is entered on its MPAS Registration System, in the case of Clause 20.1.1 no later than the end of the second Working Day following completion of the works associated with the New Connection and in the case of Clauses 20.1.2, 20.1.3 or 20.1.4 no later than the end of the second Working Day following its agreement with the Supplier or its decision to enter a New Metering Point, or notification from the Transfer Co-ordinator.

20.2 A Valid Application for Registration in relation to a New Metering Point is one that:

20.2.1 contains values that the Supplier has identified as representing data items 1 to 3, 8 and 10 of Schedule 2 for the New Metering Point against which it wishes to Register which are Accepted on the MPAS Registration System;

20.2.2 is received by the relevant MPAS Provider no later than the last Working Day before the Supply Start Date included in the Supplier's application under Clause 20.2.1 and no more than 28 days in advance of that date; and

20.2.3 relates to a New Metering Point that has a Skeleton Record entered for it in the MPAS Provider's MPAS Registration System.

20.4 The Supplier may also include in its Application for Registration for a New Metering Point the values for other data items that are the Supplier's responsibility in Schedule 2 for that New Metering Point. Where the Application for Registration relates to a

Pseudo Metering Point the Supplier shall ensure that data items 4, 7, 11, 12, 14, 16 and 17 of Schedule 2 contain the same value as the corresponding data items for the associated Half Hourly Metering Point. However, if the Supplier includes the Energisation Status in its Message and all the other data items that are the Supplier's responsibility under Schedule 2 have not been included, the relevant MPAS Provider shall Reject the Message and shall inform the Supplier that such Message has been Rejected together with all the reasons for its Rejection. An MPAS Provider may also Reject an Application for Registration which contains values for other data items in the MPAD for the New Metering Point if they are not provided in the combinations required under the applicable MPAS Validation Procedures.

- 20.5 Where the MPAS Provider receives a Valid Application for Registration from a Supplier in relation to a New Metering Point which it does not Reject in accordance with Clause 20.4, it shall Register the Supplier and shall notify the Supplier and, where data item 14 has a value other than null and, where such persons are identified in respect of the New Metering Point the Data Aggregator that the Supplier has been Registered for that New Metering Point. The Supplier shall be deemed responsible for the supply of electricity through the New Metering Point from the Supply Start Date included in its Valid Application for Registration.
- 20.7 The Supplier shall use its reasonable endeavours not to commence supplying electricity through any Metering Point until it has received from the relevant MPAS Provider a notice confirming its Registration in respect of that Metering Point or (if later) the Supply Start Date specified in the Supplier's Application for Registration. An MPAS Provider shall not be responsible for ensuring that the Supplier complies with the requirements of this Clause 20.7. Where the Supplier is unable to comply with the provisions of this Clause 20.7 due to the relevant MPAS Provider's failure to send out a notice confirming its Registration within the timescale indicated in Clause 14.4, that Supplier shall be deemed not to be in breach of the obligation set out in this Clause 20.7.
- 20.8 Where an MPAS Provider receives an Application for Registration for a New Metering Point from a Supplier which is not a Valid Application for Registration, it shall Reject the Application for Registration and shall notify the Supplier that the application has been Rejected together with all the reasons for its Rejection. Notwithstanding Clause 20.2.2, the MPAS Registration Systems of some MPAS Providers may not Reject an otherwise Valid Application for Registration if the Application for Registration is received after the date that is the last Working Day before the Supply Start Date included in the Supplier's Application for Registration.
- 20.10 The Supplier shall notify the relevant MPAS Provider as soon as reasonably practical of the other data items for which the Supplier is identified as being responsible in Schedule 2, where it has not already done so pursuant to Clause 20.4. Such data items may be provided at the same time or at different times provided that where the applicable MPAS Validation Procedures require such data items to be provided in particular combinations, the Supplier shall provide such combinations of data items at the same time. On each occasion that the Supplier provides such information and the relevant MPAS Provider Accepts such information it shall confirm its Acceptance to

the Supplier and, where data item 14 has a value other than null, where such person is identified in respect of the New Metering Point, the Supplier's Data Aggregator. Where the information is not Accepted, the MPAS Provider shall Reject such information and shall inform the Supplier that the Message has been Rejected together with all the reasons for its Rejection.

20.13 Where a Distribution Business creates a new Metering Point in accordance with Clause 20.1.2, and that Metering Point is a Pseudo Metering Point, it shall ensure that it maintains a record of the associated Half Hourly Metering Point and all associated Pseudo Metering Points together with the association between them (i.e. that there is only one physical Metering System).

20.14 The Distribution Business shall use reasonable endeavours to ensure that no duplicate Metering Points are created on its MPAS Registration System.

21. DE-REGISTRATION OF SUPPLY NUMBERS

21.1 Where an MPAS Provider receives a De-Registration Notice from its Distribution Business and such notification is Accepted, the relevant MPAS Provider shall note on its MPAS Registration System that no further Registrations can be made in respect of the Metering Point other than pursuant to Clause 19.1. Where the MPAS Provider does not Accept the Message, it shall Reject the Message and shall inform its Distribution Business that the Message has been Rejected and all the reasons for such Rejection.

21.2 The MPAS Provider shall send the Supplier that is Registered in respect of that Metering Point at the date included in the De-Registration Notice sent under Clause 21.1 and that Supplier's Data Aggregator and any Data Aggregator that the Supplier may have appointed for a future date and, if relevant, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after that date together with that New Supplier's Data Aggregator a Message stating that no further Registrations may be made against the Metering Point, and that from the date that the Metering Point is De-Registered, the Supplier shall no longer be liable for supply to that Metering Point.

21.3 Each MPAS Provider shall ensure that any record of any details relating to a Metering Point shall not be removed from its MPAS Registration System into archiving until at least 2 years after the date of receipt of the De-Registration Notice received pursuant to Clause 21.1, but such Metering Point shall not be included in any reports provided by that MPAS Provider pursuant to Clause 27 after receipt of the De-Registration Notice.

21.4 Where the De-Registration Notice relates to a Half Hourly Metering Point which has any associated Pseudo Metering Points the Distribution Business shall ensure that a De-Registration Notice is also sent in respect of all the associated Pseudo Metering Points.

21.5 Where the De-registration Notice relates to either a Pseudo Metering Point or an associated Half Hourly Metering Point the Distribution Business shall also ensure that

any records maintained in accordance with Clause 20.13 are updated to reflect the change to the Metering Point.

- 21.6 Where the De-Registration Notice relates to a Metering Point associated with an Embedded Exemptable Generation Plant the Distribution Business shall also ensure that any records maintained in accordance with Clause 53.1 are updated to reflect the change to the Metering Point.

22. FULL REFRESH

Procedure for Full Refreshes to Suppliers and Data Aggregators

- 22.1 A Supplier or Data Aggregator may request a Full Refresh from the relevant MPAS Provider. The Supplier or Data Aggregator shall provide any such request using a mode of communication permitted under Clause 47.
- 22.2 Where the relevant MPAS Provider receives the Supplier's or Data Aggregator's request under Clause 22.1, it shall respond within 1 Working Day of receipt of such request sent pursuant to Clause 22.1, indicating a scheduled date for the delivery of the Full Refresh. The relevant MPAS Provider shall be required to provide such Full Refresh within 15 Working Days of receipt of that request, provided that where more than 3 requests are received within a 5 Working Day period, that MPAS Provider shall use its reasonable endeavours to provide as many Full Refreshes as possible, but shall only be required to provide Full Refreshes in response to the first 3 requests received during that 5 Working Day period within 15 Working Days of the request. Any further requests received during that 5 Working Day period shall be deemed to have been received on the fifth Working Day after the Working Day on which the first request was received. Where the request for a Full Refresh is Rejected, the MPAS Provider shall, within 1 Working Day, inform the Supplier or Data Aggregator that the request has been Rejected together with all the reasons for that Rejection.
- 22.3 The MPAS Provider shall send the Full Refresh requested pursuant to Clause 22.1 to the relevant Supplier or Data Aggregator on a CD ROM or by another electronic method agreed between that MPAS Provider and Supplier or Data Aggregator, as appropriate, so that it is deemed to be received by the Supplier or Data Aggregator by the scheduled date for delivery indicated in Clause 22.2.

23. SELECTIVE REFRESHES

Procedure for Selective Refreshes to Suppliers and Data Aggregators

- 23.1 Where a Supplier or Data Aggregator requires a Selective Refresh of data from an MPAS Provider, it shall submit a request for a Selective Refresh to the relevant MPAS Provider. The Supplier or Data Aggregator shall provide such request using a mode of communication permitted under Clause 47.
- 23.2 Where the MPAS Provider receives the Supplier's or Data Aggregator's request pursuant to Clause 23.1 by 15:00 hours on a Working Day which it Accepts, it shall provide the Supplier or Data Aggregator with the Selective Refresh by 06:00 hours on

the following Working Day, provided that where the total number of Selective Refreshes to be provided by that MPAS Provider would otherwise exceed 50 in any Working Day, that MPAS Provider shall use its reasonable endeavours to provide as many Selective Refreshes as possible but shall only be required to provide 50 Selective Refreshes requested on that Working Day. Such Selective Refreshes shall be provided in the following manner:

23.2.1 a maximum of 5 Selective Refreshes per Supplier or Data Aggregator, allocated in the order in which those requests are received; and

23.2.2 where Clause 23.2.1 has been complied with, any extra requests which have been received shall be provided in the order in which they were received.

Any extra Selective Refreshes in excess of 50 requested in any Working Day or any received after 15:00 hours on a Working Day in relation to which the MPAS Provider has not provided responses shall be deemed to have been requested at the start of the following Working Day. Where the request for a Selective Refresh is Rejected, the MPAS Provider shall, within 1 Working Day, inform the Supplier or Data Aggregator that the request has been Rejected together with all the reasons for that Rejection.

24. CHANGES AND CONFIRMATIONS OF DATA

Procedure for changes to data items for which the Distribution Business is responsible

24.1 The Distribution Business shall notify its MPAS Provider of any changes to data items (and corresponding dates from which those changes will be effective) for which it is stated to be responsible in Schedule 2, other than data items 9 and 9A, in respect of Metering Points that are Registered on its MPAS Registration System as soon as possible and in any event within 5 Working Days of (i) the effective date of the change; or (ii) receiving notification that a change is required if this occurs after the effective date of the change. PROVIDED THAT where the effective date of the change is before the current effective date contained in its MPAS Registration System the Distribution Business shall act in accordance with the procedures agreed by MEC pursuant to Clause 19.1.

24.3 Where an MPAS Provider is notified of any changes to data items pursuant to Clauses 24.1 or 24.2 and such notice is Accepted, the MPAS Provider shall

24.3.1 update its MPAS Registration System with the information within 1 Working Day of receiving such notification;

24.3.2 notify the Supplier that is Registered for the affected Metering Point(s) and that Supplier's Data Aggregator (apart from where the change relates to data item 9 and 9A in Schedule 2) and, if relevant, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after the date of amendment together with that New Supplier's Data Aggregator (apart from where the change relates to data item 9 and 9A in Schedule 2) of such changes;

- 24.3.3 acknowledge to the Distribution Business that such change has taken place.
- 24.4 Where notification of change(s) pursuant to Clause 24.1 or 24.2 is Rejected, the MPAS Provider shall notify its Distribution Business that such changes have been Rejected together with all the reasons for that Rejection.
- 24.6 Subject to Clause 24.5, where the Supplier identifies that a change is required to a data item to which the Distribution Business is stated to be responsible in Schedule 2 it shall act in accordance with the procedures agreed by MEC pursuant to Clause 19.1.

Procedure for changes to data items for which Supplier is responsible

- 24.7 Subject to Clause 16.9, a Supplier may only notify the relevant MPAS Provider of changes to data items for which it is stated to be responsible in Schedule 2 (apart from data item 10) for any Metering Point from the date that the MPAS Provider Registers a Valid Application for Registration for that Supplier in relation to that Metering Point, such changes to take effect from the later of the Supply Start Date for that Supplier or the date from which such change is to take effect.
- 24.8 Subject to Clause 24.9, the Supplier shall notify the relevant MPAS Provider of any changes to data items (and any corresponding dates from which those changes will be effective) for which it is stated to be responsible in Schedule 2 (other than data items 7, 8 and 10) in respect of Metering Points for which it is Registered on the MPAS Registration System as soon as possible and in any event within 5 Working Days of (i) the effective date of the changes; or (ii) receiving notification that a change is required if this occurs after the effective date of the change. PROVIDED THAT where the effective date of the change is before the current effective date contained in that MPAS Registration System the Supplier shall act in accordance with the procedures agreed by MEC pursuant to Clause 19.1.
- 24.9 Where a Supplier identifies changes to data items 11 and/or 12 and/or 13 in Schedule 2 in respect of Metering Points for which it is Registered, and the number of Metering Points on a particular MPAS Registration System which are affected by such changes exceeds the volumes set out in the procedures agreed by MEC pursuant to Clause 14.15, which includes the threshold as defined in the BSC , it shall notify the relevant MPAS Provider of such changes in accordance with those procedures.
- 24.10 The Supplier shall notify the relevant MPAS Provider of any changes to data items 7 and 10 in Schedule 2 in accordance with the procedures agreed by MEC pursuant to Clause 19.1.
- 24.11 Where the Supplier identifies a change to data item 18 in Schedule 2 it shall act in accordance with Clause 18 or Clause 19, as appropriate.
- 24.12 Where changes relate to a Half Hourly Metering Point with any associated Pseudo Metering Points the Supplier shall additionally notify the Registered Supplier of each Pseudo Metering Point of such changes. Where the Metering Point is a Pseudo Metering Point the Supplier shall ensure that any changes to data items 4, 7, 11, 12,

14, 16 and 17 of Schedule 2 contain the same value as the corresponding data items for the associated Half Hourly Metering Point.

24.13 Where the MPAS Provider Accepts the changes notified by the Supplier under Clause 24.8 or 24.9, it shall update its MPAS Registration System to reflect the changes.

24.13.1 Where a change is made to data item 13 of Schedule 2, the MPAS Provider shall notify the Data Aggregator appointed in relation to the Metering Point before the change, the Data Aggregator the Supplier has appointed in its place, the Supplier, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after the date of amendment and its Distribution Business that such change has been made after it has Accepted the change.

24.13.2 Where changes are made to any other data items for which the Supplier is stated to be responsible under Schedule 2 (other than data items 7, 8 and 10) the MPAS Provider shall notify the Supplier and that Supplier's Data Aggregator (apart from where the change relates to data items 5 or 11) and, if relevant, any New Supplier that has sent a Valid Application for Registration in respect of the Metering Point for a Supply Start Date after the date of amendment and its Distribution Business that such changes have been made.

24.13.3 Where a change is made to data item 12 of Schedule 2 for a Non Half Hourly Data Collector Appointment the MPAS Provider shall notify all Non Half Hourly Data Aggregators appointed contiguously in relation to the Metering Point for that Registration in the period of 24 months prior to the later of (i) the effective date of the change; or (ii) the date the change is submitted.

24.13.4 Where the MPAS Provider does not Accept the changes provided by the Supplier under Clause 24.8 or 24.9 it shall Reject such changes and shall notify the Supplier of such Rejection and all the reasons for such Rejection.

24.13.5 The relevant MPAS Validation Procedures shall not reject a change provided by the Supplier on the grounds of the date of the receipt of the notification, unless that date is later than 5 Working Days before the Final Reconciliation Settlement Run in which case the MPAS Provider may Reject the change.

Procedure for changes and confirmations of Market Domain Data

24.14 Where an MPAS Provider receives Market Domain Data, it shall acknowledge receipt of the information to the Market Domain Data Agent, within 1 Working Day of receipt.

24.15 Where an MPAS Provider receives the Market Domain Data pursuant to Clause 24.14 and such information is in the correct format and not corrupt it shall update its MPAS Registration System(s) as soon as reasonably practicable and no later than within 5 Working Days with the information.

24.16 Where an MPAS Provider receives the Market Domain Data and such information is in the incorrect format or corrupt or otherwise cannot be entered into its MPAS Registration System it shall

24.16.1 notify the Market Domain Data Agent, that it has rejected the Market Domain Data within 5 Working Days of receipt.

24.16.2 Where the Market Domain Data Agent resends such information such that the MPAS Provider can enter it into its MPAS Registration System, the MPAS Provider shall acknowledge receipt of any such information re-sent within 1 Working Day of receipt.

24.17 Acknowledgement of receipt from an MPAS Provider's Gateway shall be deemed sufficient acknowledgement of receipt for the purposes of this Clause 24.

25. RESENDS

Procedure for Resends to Suppliers and Data Aggregators

25.1 Where a Supplier or Data Aggregator requires the MPAS Provider to re-transmit one or more Files which was originally transmitted to the Supplier or Data Aggregator during the period of 28 days prior to the date on which that MPAS Provider receives a request for such re-transmission ("**Resend**"), the Supplier or Data Aggregator shall provide the relevant MPAS Provider with a request for a Resend, indicating which Files it requires to be Re-sent and the reasons for the request. The Supplier or Data Aggregator shall provide such request using any mode of communication permitted under Clause 47.

25.2 Where the MPAS Provider receives the Supplier's or Data Aggregator's request under to Clause 25.1 by 15:00 hours on an Working Day, it shall provide the Supplier or Data Aggregator with the Resend by 06:00 hours on the following Working Day, provided that where the total number of Resends to be provided by that MPAS Provider would otherwise exceed 50 in any Working Day, the MPAS Provider shall use its reasonable endeavours to provide as many Resends as possible but shall only be required to provide the first 50 Resends requested on that Working Day. Such Resends shall be provided in the following manner:

25.2.1 a maximum of 5 Resends per Supplier or Data Aggregator, allocated in the order in which those requests are received; and

25.2.2 where Clause 25.2.1 has been complied with, any Resends for which requests which have been received on that Working Day shall be provided in order in which they were received.

Any requests for Resends in excess of 50 on any Working Day or any requests for Resends received after 15:00 hours on a Working Day in relation to which the MPAS Provider has not provided responses, shall be deemed to have been requested at the start of the following Working Day.

25.3 For the purposes of Clause 33, each MPAS Provider shall determine whether the original Message that is required to be Resent reached and was accepted on the Supplier's or Data Aggregator's Gateway before the Supplier or Data Aggregator submitted a request for a Resend pursuant to Clause 25.1, and shall on request provide its reasons for such determination. The relevant MPAS Provider shall only levy a charge pursuant to Clause 33 for Resends where it determines that the Message did reach the Supplier's or Data Aggregator's Gateway.

27. REPORTING

27.2 Each MPAS Provider shall provide the BSC Panel with a report in a format to be agreed by the affected parties, and in accordance with the requirements set out in Schedule 13, within 15 Working Days of, and in respect of Settlement Days, the fifteenth day of January and fifteenth day of July in each calendar year detailing the Supply Numbers Registered by a Supplier on its MPAS Registration System.

27.3 Each MPAS Provider shall within 1 Working Day of request notify the Data Aggregator by telephone or facsimile of the last File sequence number sent to that Data Aggregator and the date on which the File was sent.

27.8 Each MPAS Provider shall provide the BSC Panel with a report, in a format to be agreed by the affected parties and in accordance with the requirements set out in Schedule 13, within 10 Working Days of the end of each calendar month, detailing by Supplier and by Data Aggregator:

27.8.1 the daily number of Metering Points registered on that MPAS Provider's MPAS Registration System that have the 1998 Trading Arrangements Indicator set to 'Y' and data item 14 of Schedule 2 set to energised; and

27.8.2 the daily number of Metering Points registered on that MPAS Provider's MPAS Registration System that have the 1998 Trading Arrangements Indicator set to 'Y' and data item 14 of Schedule 2 set to de-energised.

28. ACCURACY VALIDATION OF DATA AND MESSAGE PROCESSING

28.1 Each Supplier shall use its reasonable endeavours to ensure that any data items, for which it is deemed responsible under Schedule 2, that it submits to an MPAS Provider pursuant to this Agreement are complete and accurately reflect the circumstances relating to the Metering Point.

28.2 Each Distribution Business, including in its capacity as an MPAS Provider shall use its reasonable endeavours to ensure that:

28.2.1 any data that it provides under this Agreement are complete, in the correct format and are consistent with the information provided to it and are sent to the correct recipient; and

28.2.2 data items 1, 2, 3, 15 and 20 of Schedule 2 in relation to any Metering Point are complete and accurately reflect the circumstances relating to that Metering Point.

MPAS Validation Procedures

- 28.3 Each Distribution Business shall document the MPAS Validation Procedures applicable to its MPAS Registration System and shall publish these to Suppliers. The current versions of the relevant MPAS Validation Procedures are listed in Schedule 14.
- 28.4 MPAS Validation Procedures shall comply with the BSC's validation requirements set out in Schedule 9.
- 28.5 Changes to the MPAS Validation Procedures shall be treated as if they were a proposal to change this Agreement and the procedures set out in Clause 9 shall be followed.
- 28.6 In the event of any inconsistency between the provisions of this Agreement and any MPAS Validation Procedures, the provisions of this Agreement shall prevail.

Message Processing

- 28.7 Where a Message from an MPAS Registration System fails the validation procedures of a Data Aggregator to whom it was sent, the Data Aggregator shall attempt to resolve any failure caused by the Data Aggregator and validate the Message. If the Data Aggregator is unable to resolve a failure, it shall notify the relevant MPAS Provider. Each MPAS Provider:
- 28.7.1 shall identify the cause of the failure. If the MPAS Provider identifies the cause of the failure to be:
- 28.7.1.1 fault on the Data Transfer Network, the MPAS Provider shall treat the failure as a request for a Resend and the provisions of Clause 25 shall apply; or
- 28.7.1.2 a fault of its MPAS Registration System, the MPAS Provider shall resolve the failure and generate a revised instruction file containing all instructions required to resolve the situation. The MPAS Provider shall inform the Data Aggregator of the file sequence number of the revised file and send the revised instruction file to the Data Aggregator; or
- 28.7.1.3 a fault of the Data Aggregator, the MPAS Provider shall notify the Data Aggregator of that fact.

If the MPAS Provider is unable to resolve the failure, or identifies the cause of the failure to be the fault of the Data Aggregator in accordance with Clause 28.7.1.3, it shall notify the Supplier who appointed that Data Aggregator, of that fact, and that Supplier may refer the matter to the MRA Disputes Committee.

29. CHANGE OF SUPPLIER METER READING

29.3 The Old Supplier and the New Supplier shall be bound by the BSC Requirements on change of Supplier from an Old Supplier to a New Supplier set out in the following provisions, forming part of the Balancing and Settlement Code, as amended from time to time and to the extent applicable:

29.3.1 clause 1.3.3 and 1.3.2.3 of Party Service Line 130;

29.3.2 clauses 2.2.3, 3.2.3, 2.2.7 and 3.2.7 of BSC Procedure BSCP502;

29.3.3 clauses 1.3.3, 1.5.3.5, 1.5.4.1 and 1.5.4.2 of Party Service Line 120;

29.3.4 clauses 2.2.6, 3.2.6 and 4.4 of BSC Procedure BSCP504;

29.3.5 Annex S2 paragraph 3.3 and Annex S2 paragraph 4.3 of the Balancing and Settlement Code; and

29.3.6 Section S of the Balancing and Settlement Code.

32. RECORDS, AUDIT AND NON-FUNCTIONAL REQUIREMENTS¹

32.1 Each MPAS Provider shall ensure that it securely maintains a historical record of all data items that have been held in respect of a Metering Point on its MPAS Registration System and that such records are fully auditable, so that a full historical record is maintained for a period of no less than 40 months following initial settlement date in relation to any particular data item, the most recent 28 months being held on-line.

32.2 Each MPAS Provider shall ensure that it retains copies of all Messages sent and received in providing Services for at least 40 months after the Messages have been sent or received.

32.3 Each MPAS Provider shall ensure that BSCCo and the BSC Auditor has access at reasonable times and on reasonable notice to:

32.3.1 those records maintained by the MPAS Provider pursuant to Clause 32.1;

32.3.2 any software, hardware, data or information held by the MPAS Provider or its agents where reasonably required by BSCCo or the BSC Auditor to fulfil its obligations under the BSC;

32.3.3 the relevant parts of the MPAS Provider's premises; and

32.3.4 relevant staff members of the MPAS Provider, for a reasonable length of time in any one year.

¹ The obligations obtained in this Clause 32 in relation to the retention of information relate solely to obligations arising under the MRA.

- 32.4 On request by BSCCo, the BSC Auditor, each Supplier shall ensure that BSCCo, the BSC Auditor has access at reasonable times and on reasonable notice to:
- 32.4.1 any records, maintained by the Supplier in relation to any Metering Point for which it is or has been Registered;
 - 32.4.2 any software, hardware, data or information held by the Supplier or its agents where reasonably required by BSCCo, the BSC Auditor to fulfil its obligations under the BSC;
 - 32.4.3 the relevant parts of the Supplier's premises; and
 - 32.4.4 relevant staff members of the Supplier for a reasonable length of time in each year.
- 32.5 Each MPAS Provider shall ensure that during the course of this Agreement its (or its Appointed MPAS Agent's) MPAS Registration System complies with the requirements set out in Appendix 1 to Schedule 6.

42. CONTRACT MANAGEMENT

- 42.1 Each party shall appoint an appropriate person (each a “**Contract Manager**” and together the “**Contract Managers**”) to manage all matters arising under or in connection with this Agreement and to monitor the general operation of this Agreement.
- 42.2 Each Contract Manager appointed by a party shall ensure that procedures are in place in respect of that party to ensure that there is adequate support for operations provided under this Agreement and timely resolution of problems that may occur including a point of contact to process and resolve such problems.
- 42.4 Each party shall notify the others in accordance with the provisions of Clause 47 of the name and contact details of the Contract Manager appointed by it for the purposes of this Agreement from time to time.

46. DATA TRANSFER

- 46.1 Where Schedule 3 specifies a Data Transfer Catalogue reference number in relation to any notice, request or other communication, such notice, request or communication shall be sent in the format and with the content described under such reference in the Data Transfer Catalogue, as amended from time to time, and shall be transmitted by the means specified in Schedule 3.
- 46.2 Nothing in this Agreement shall prevent any two parties from agreeing to the use of an alternative method of transmission for any communication between those two parties from that set out in Schedule 3, whereupon the terms of this Clause 46 shall not apply to that notice, request or other communication.

- 46.5 Where any provision of this Agreement refers to receipt of a Message or notification by an MPAS Provider pursuant to Clauses 15.9, 15.13, 16.8, 16.15, 17.2, 20.5, 20.8, 20.10, 20.11, 21.1, 24.1, 24.5, 24.8 or 24.13 the date of such receipt shall be deemed to be the date on which it is received where such Message or notification is received prior to 18:00 hours on a Working Day. Where such Message or notification is received at or after 18:00 hours on a Working Day, the date of receipt of such Message or notification shall be deemed to be the next Working Day.
- 46.6 If the Data Transfer Network or any relevant part of such network is at any time for any reason unavailable for the sending of Messages between any affected parties, then during the period of unavailability:
- 46.6.1 the parties shall use a mutually agreed data transfer medium to send any notice, request or other communication that this Agreement would otherwise require to be sent via the Data Transfer Network and take reasonable steps to process any notices, requests or other communications received within their own systems as promptly as possible;
- 46.6.2 where other means are used in accordance with Clause 46.6.1, the parties shall be relieved from any service levels set out in this Agreement relating to any affected notice, request or other communication (except to the extent that this Agreement expressly provides for alternative levels in such circumstances) but shall use their reasonable endeavours to send such notice request or other communication as soon as reasonably practicable; and
- 46.6.3 to the extent that no such other means are practicable given the nature of the communication and the surrounding circumstances, such unavailability of the Data Transfer Network shall be deemed (to the extent not caused by a breach by any party of the Data Transfer Service Agreement) to constitute a circumstance of Force Majeure for the purposes of this Agreement.

48. ASSIGNMENT AND SUB-CONTRACTING

- 48.1 Subject to Clause 48.2, and except as provided elsewhere in this Agreement no party shall assign any of its rights under this Agreement without the prior written consent of all other parties to this Agreement, such consent not to be unreasonably withheld.

51. MPAS REGISTRATION SYSTEM TO CMRS TRANSFER

- 51.1 When a Distribution Business receives a Transfer Application for transfer from its MPAS Registration System to CMRS, from the Transfer Co-ordinator it shall use reasonable endeavours to validate such application. Such validation to check that all Metering Points associated with the Embedded Exemptable Generation Plant which are included in the application are eligible for Transfer and that any associated Metering Points which are not included in the application are registered on its MPAS Registration System. The Distribution Business shall provide the Transfer Co-ordinator with the result of such validation together with the identity of the Registered Supplier, the current Meter Operator Id and the current Data Collector Id in respect of each Metering Point included in the Transfer Application.

- 51.2 The Transfer Co-ordinator shall notify the Distribution Business and the Registered Supplier if the Transfer Application has been accepted, together with the effective date of the Transfer (the “**Transfer Date**”); or its rejection.
- 51.3 When a Distribution Business receives notification of the Transfer Date it shall update any records held in accordance with Clause 53.1 to reflect the pending Transfer.
- 51.4 When the Registered Supplier receives notification of the Transfer Date it shall terminate its agents with the effective to date set to one day before the Transfer Date.
- 51.5 The Transfer Co-ordinator shall notify the Distribution Business and Registered Supplier that the Transfer from the MPAS Registration System to CMRS has been completed and shall confirm the actual Transfer Date.
- 51.6 The Distribution Business shall within 5 Working Days of the later of (i) the Transfer Date or (ii) confirmation from the Transfer Co-ordinator of a successful Transfer, send a De-Registration Notice in respect of the relevant Metering Point(s) to its MPAS Registration System requesting that the Disconnection Date be set to one day before the Transfer Date.

52. CMRS TO MPAS REGISTRATION SYSTEM TRANSFER

- 52.1 If a Supplier wishes to submit an application for Registration for a Metering Point that is currently Registered in CMRS it shall send a Transfer Application to the Transfer Co-ordinator,
- 52.2 The Transfer Co-ordinator shall notify the Distribution Business of receipt of a Transfer Application.
- 52.3 When a Distribution Business receives a Transfer Application form from the Transfer Co-ordinator for a Transfer from CMRS to the MPAS Registration System, it shall use reasonable endeavours to validate such application. Such validation to check that all Metering Points associated with the Embedded Exemptable Generation Plant which are included on the application are eligible for Transfer. The Distribution Business shall provide the Transfer Co-ordinator with the result of its validation.
- 52.4 The Transfer Co-ordinator shall notify the Distribution Business and the potential Supplier if the Transfer Application has been accepted, together with the Transfer Date; or its rejection.
- 52.5 When a Distribution Business receives notification of the Transfer Date it shall enter a new Metering Point onto its MPAS Registration System in accordance with Clause 20.1 and shall update any records held in accordance with Clause 53.1 to reflect the new Transfer details.
- 52.6 The potential Supplier shall apply for Registration to the relevant MPAS Provider in respect of the Metering Point with a Supply Start Date equal to the Transfer Date.
- 52.7 When the Supplier receives notification that the application for Registration has been accepted pursuant to Clause 15.9 it shall notify the Transfer Co-ordinator.

53. CHANGES TO EMBEDDED EXEMPTABLE GENERATION PLANT

- 53.1 Each Distribution Business shall keep a record of the data items for which it is stated to be responsible as Distribution Business in Schedule 2 in respect of Metering Points for each Embedded Exemptable Generation Plant in the relevant Distribution Business's Distribution System. Such record shall also include details of the Registration System in which the Metering Points are registered together with the effective dates of such registration and any previous registrations. Where such Metering Points are, or have been, registered in CMRS the record shall include details of the CMRS Metering System Id.
- 53.2 The Distribution Business shall provide information regarding the record held pursuant to Clause 53.1 in relation to an Embedded Exemptable Generation Plant when requested by the Transfer Co-ordinator or BSC Agent.
- 53.3 Where the Distribution Business has received notification of:
- (A) a new connection in CMRS; or
 - (B) a disconnection in CMRS; or
 - (C) changes to the metering configuration for a plant registered in CMRS; or
 - (D) changes to the Metering Point Administration Data for an Embedded Exemptable Generation Plant Registered in the MPAS Registration System ;
- it shall update any records held in accordance with Clause 53.1 to reflect the change to the Metering Point.
- 53.4 Where a Distribution Business receives a request from the BSC Agent in relation to data items 8, 10, 14, 14A and 20 of Schedule 2 in respect of a Metering Point associated with Embedded Exemptable Generation Plant which is registered in its MPAS Registration System, it shall provide that information within 1 Working Day of receiving the request.

APPENDIX 1 TO SCHEDULE 6

Non-Functional Requirements

1. ACCESS RESTRICTIONS

Commercial Role Restrictions

- 1.1 Subject to Clause 38, each MPAS Provider shall implement and maintain controls to ensure that the data held by its MPAS Registration System remains confidential.
- 1.2 Subject to Clause 38, each MPAS Provider shall only permit access to such data to people whose job responsibilities include the operation, support or audit of its MPAS Registration System.
- 1.3 The provisions of paragraphs 1.1 to 1.2 of this Appendix 1 only relate to the MPAS Provider's obligations in relation to this Schedule 6.

2. RESTRICTIONS RELATING TO BOTH PHYSICAL AND SYSTEM ACCESS

- 2.1 Each MPAS Provider shall implement and maintain controls within its MPAS Registration System to ensure that risk of intentional errors or fraud is minimised.
- 2.2 In order to meet the obligations stated in paragraph 2.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls within its MPAS Registration System:
 - 2.2.1 access restrictions to computer hardware such as terminals, cables, tapes and disk drives; and
 - 2.2.2 access restrictions to software and data including systems level access, application level access, access to particular programs and the system output.
- 2.3 Each MPAS Provider shall implement and maintain the controls as stated in paragraph 2.1 and 2.2 to this Appendix 1 throughout the term of this Agreement, and shall ensure that these encompass system developers, system users, and any other relevant parties.
- 2.4 In order adequately to discharge its obligations under paragraph 2 to this Appendix 1 each MPAS Provider shall be expected to implement and maintain at least the following:
 - 2.4.1 a security policy, which shall be communicated to all relevant parties throughout the organisation and strongly endorsed by top management;
 - 2.4.2 procedures to ensure periodic reviews of security policy;
 - 2.4.3 controls to ensure the clear ownership of data and all significant information assets, which include information, software, and physical assets.

2.5 Any MPAS Provider that complies with BS 7799 on Information Security Management shall be deemed to have achieved the required level of security for the purposes of this paragraph 2.

3. PHYSICAL ACCESS RESTRICTIONS

3.1 Each MPAS Provider shall appropriately restrict access to hardware, including terminals, disk drives, cables, and tapes relevant to its MPAS Registration System.

3.2 Each MPAS Provider shall monitor the security of hardware relevant to its MPAS Registration System.

3.3 In order to comply with paragraph 3.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls to its MPAS Registration System:

3.3.1 locking computer rooms containing hardware relating to its MPAS Registration System;

3.3.2 restricting access to buildings containing computer equipment relating to its MPAS Registration System;

3.3.3 restricting access to documentation relating to the movements of computer hardware relevant to its MPAS Registration System.

4. SYSTEM ACCESS RESTRICTIONS

4.1 Each MPAS Provider shall appropriately restrict access to software and data relating to its MPAS Registration System, including restricting systems level access (both locally or remotely), application level access, and access to particular programs using effective passwords.

4.2 Each MPAS Provider shall monitor the security of software relevant to its MPAS Registration System.

4.3 In order to comply with paragraph 4.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls in respect of its MPAS Registration system:

4.3.1 password protection at system, application, and program level, and where appropriate at a more detailed level;

4.3.2 prevention of users from accessing the operating system prompt;

4.3.3 monitoring of attempted or actual access violations;

4.3.4 strong controls over access to special system privileges;

4.3.5 authentication of remote access attempts;

- 4.3.6 controls to safeguard the confidentiality and integrity of data passing over public networks;
- 4.3.7 controls to ensure that information is distributed only to the correct market participants;
- 4.3.8 restricted access to documents/systems forming part of the security system;
- 4.3.9 hardware/software mechanisms that can be independently evaluated to provide assurance that the system enforces the requirements of the security policy;
- 4.3.10 audit trails kept and protected so that actions affecting security can be traced to the responsible person.

5. SECURITY

Minimising the Risk of an Unwanted Cessation of Processing

- 5.1 Each MPAS Provider shall implement and maintain controls over computer operations in order to minimise the risk of an unwanted cessation of processing.
- 5.2 In order to comply with paragraph 5.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls in relation to its MPAS Registration System:
 - 5.2.1 a documented security policy describing measures intended to prevent cessation of processing, which is communicated throughout the organisation to all relevant persons;
 - 5.2.2 procedures to ensure periodic reviews of security policy;
 - 5.2.3 virus detection and prevention measures, which are communicated to all users;
 - 5.2.4 controls over computer operations to ensure that processing is executed in the correct sequence and that any dependencies between processes (e.g. waiting for a File to be available before starting a batch program) are correctly taken into consideration;
 - 5.2.5 monitoring of the performance of systems with procedures available to operators to deal with problems;
 - 5.2.6 formal change control procedures;
 - 5.2.7 adequate training of users, development staff, and operations staff;
 - 5.2.8 adequate documentation to include at least user, operational, and system specification documentation;
 - 5.2.9 appropriate maintenance arrangements for hardware and software;

- 5.2.10 system housekeeping procedures to maintain the integrity and availability of services;
- 5.2.11 support facilities;
- 5.2.12 clear responsibilities and procedures for systems operation and maintenance.
- 5.3 Each MPAS Provider shall implement and maintain controls over computer operations relevant to its MPAS Registration System in order to minimise the impact of unwanted cessation of processing in order to:
 - 5.3.1 ensure that data is correctly recovered and processing correctly resumed;
 - 5.3.2 ensure that processing is resumed as soon as possible.
- 5.4 Each MPAS Provider shall implement and maintain adequate recovery procedures for both short and long term interruptions of processing in any or all of the systems. These procedures shall wherever possible prevent, and otherwise detect and correct, any loss of transmitted data. These procedures shall apply to all data, including archived data.
- 5.5 Each MPAS Provider in relation to its MPAS Registration System shall perform any retrospective processing required in order to catch up with processing requirements after an interruption to processing.
- 5.6 Subject to Clause 32.1, each MPAS Provider shall archive data from its MPAS Registration System in a manner which allows recovery consistent with the BSC's dispute and audit requirements.
- 5.7 In order to comply with paragraph 5.3.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls in relation to its MPAS Registration System:
 - 5.7.1 a fully documented and tested disaster recovery plan;
 - 5.7.2 backups of programs and data to ensure that essential data and software can be restored in the event of a disaster;
 - 5.7.3 periodic testing of restoration of backed up data;
 - 5.7.4 features within the DBMS software to safeguard data integrity in the event of a system failure, to include transaction logging.

6. AUDIT CONTROL

6.1 General Controls

Each MPAS Provider shall ensure that all controls devised to meet the requirements set out in Schedule 6:

- 6.1.1 effectively meet the relevant control objective(s);

- 6.1.2 are operated effectively throughout the period for which the control is relevant;
- 6.1.3 are verifiable, that is the control procedure shall be documented and the operation of the control shall be recorded.

6.2 Audit Trail

- 6.2.1 An adequately verifiable control for the purposes of paragraph 6.1 of Appendix 1 is one where:
 - (A) Processes are documented so that any party wishing to verify the processing has a description of its nature; and
 - (B) All processing is recorded and these records contain such cross references as are necessary to conveniently allow verification by tracing data through processing, both forwards and backwards.
- 6.2.2 In order to comply with paragraph 6.1 to this Appendix 1, each MPAS Provider shall implement and maintain an audit trail for its MPAS Registration System which has at least the following characteristics:
 - (A) data shall be traceable from the data held in the MPAS Registration System to the source instruction and vice versa.
 - (B) data shall be stored on magnetic or optical media in a consistent format;
 - (C) each MPAS Registration System shall record the effective date of changes in responsibilities in accordance with the procedures set out in Clauses 15, 16 and 24;
 - (D) the data held on the MPAS Registration System shall be maintained in order to ensure completeness, accuracy, and timeliness. The changes to data held require the following:
 - (1) changes made shall be easily identifiable;
 - (2) the effective date for those changes made;
 - (3) the authoriser of the change and their authority;
 - (4) an explanation of why the change was made for any manual changes.
 - (E) Movement of Metering Points between different MPAS Registration Systems shall be traceable;
 - (F) the MPAS Registration System shall be able to retrieve values of amended data in accordance with Clause 32 in order to ensure that a full transaction history is available.

6.3 Controls over the Development of MPAS

- 6.3.1 Each MPAS Provider shall implement and maintain controls over the development of its MPAS Registration System to ensure that MPAS is correctly constructed and that the risk of unintentional errors arising from poor software, clerical procedures, or other causes, is minimised.
- 6.3.2 In order to comply with paragraph 6.3.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls to its MPAS Registration System:
- (A) testing of the system prior to going live, with test plans and results documented;
 - (B) systems documentation in sufficient detail to support ongoing operations and future maintenance;
 - (C) use of quality management.

6.4 Controls over Unintentional Errors

- 6.4.1 Each MPAS Provider shall implement and maintain controls over the processing of its MPAS Registration System to ensure that the risk of unintentional errors arising and not being corrected in a timely fashion is minimised.
- 6.4.2 In order to comply with paragraph 6.4.1 to this Appendix 1, each MPAS Provider shall implement and maintain controls over input, processing and output, as well as over data and communications, in order to ensure that the rules for valid processing defined during system design, including those specified under the BSC, are adhered to; and that the data held and processed by its MPAS Registration System is accurate, complete, valid and not out of date.
- 6.4.3 In order to comply with paragraph 6.4.1 to this Appendix 1, each MPAS Provider shall implement and maintain at least the following controls:
- (A) unique Supply Number Cores in order that the relevant BSC Systems can work;
 - (B) validation checks to ensure that all mandatory data fields are present on Registration, and data is inputted accurately;
 - (C) controls to ensure that the Distribution Business disconnects the correct Metering Point within the MPAS Registration System;
 - (D) controls to ensure that standing data is complete, accurate and up-to-date (i.e. consistent with the most recent valid input); and that there have not been unauthorised or erroneous (i.e. invalid) changes;

- (E) controls to ensure that Metering Points are allocated to the correct GSP Group.

6.5 Implementation

- 6.5.1 Each MPAS Provider shall implement and maintain controls over the implementation of its MPAS Registration System to ensure that the risk of unintentional errors arising from incorrect implementation is minimised.
- 6.5.2 Each MPAS Provider shall ensure that Migration of data onto MPAS is conducted in a controlled manner, with data validity checks carried out.
- 6.5.3 In order to comply with paragraph 6.5.1 in this Appendix 1, each MPAS Provider shall:
 - (A) ensure that users are adequately trained such that they are competent in the use of the system;
 - (B) use separate test and live environments;
 - (C) implement and maintain controls over the authorisation and co-ordination of transfers of data and programs from the test environment to the live environment;
 - (D) use a fully documented and repeatable system test model.

6.6 Constraints

- 6.6.1 Each MPAS Provider shall operate its MPAS Registration System in line with the following constraints:
 - (A) the MPAS Registration System shall allow entry of new suppliers to the market and the exit of suppliers from the market.
 - (B) each MPAS Provider shall implement and maintain controls to its MPAS Registration System to ensure Registration is made against the correct Metering Point.
 - (C) the MPAS Registration System shall enable the unambiguous identification of all Metering Points and their previous and current suppliers together with dates of any changes.

SCHEDULE 7

Services for which Charges are levied under this Agreement

Clause and Description

Clause 14

Undertaking the changes to Agent Id process for a volume of Metering Points under 14.15, where an MPAS agrees to provide this service.

Clause 17

Contact Notice Facility

Clause 19

Manual Amendment of Database

Clause 22

Full Refreshes (other than 1 per year per Data Aggregator)

Clause 23

Selective Refreshes

Clause 25

Resends when original transmission of data does reach Supplier's or Data Aggregator's Gateway

Any references in Clauses 7-20 that refer to Rejections

Clause 27.2

Reports to BSC Panel

Clause 27.3

Report to Data Aggregator detailing last file sequence number

SCHEDULE 8

Guidance on Metering Points

In the identification of any Metering Point, the following priorities shall apply:

1. The principles set out in paragraph 5.1 shall be applied, in accordance with the guidance set out in paragraph 5.2.
2. In the event of any conflict between the principles and the guidance, or where the guidance does not apply to a particular Metering Point, the principles shall take precedence over the guidance and the guidance is not to be taken as any limitation on the principles.
3. If a Supplier and a Distribution Business dispute the application of the principles to any Metering Point, the Distribution Business decision on the matter shall be final and binding.
4. Nothing in the guidance shall be taken to oblige a Distribution Business to support or provide any particular Metering Point configuration in any particular case.

5. Principles and Guidance

5.1 Principles

A Metering Point shall only exist for each supply of electricity where it is both feasible for the supply to be provided by a separate supplier and the metering configuration can stand alone in terms of the accurate recording of consumption except in the case of Related Metering Points and Pseudo Metering Points where more than one Metering Point may exist.

For every Half Hourly Metering Point there may exist up to eight associated Pseudo Metering Points, or more if agreed with all affected Parties, at any one time.

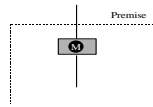
5.2 Guidance

The following examples provide descriptions of 19 metering configurations solely for the purpose of this guidance and states the number of Metering Points which may exist in the given circumstances.

MRA

Example 1

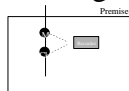
The typical Metering Code of Practice 5 installation where a single point of supply is measured by a single CoP5 device.



No. of Metering Points = 1

Example 2

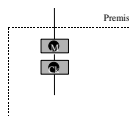
The typical traditional Metering Code of Practice 3 installation where a single point is measured by two meters, main and check, feeding a single CoP 3 data recorder.



No. of Metering Points = 1

Example 3

The typical traditional Metering Code of Practice 3 installation where a single point of supply is measured by two meters, main and check, these are separate meter/recorder devices (typically two CoP 5 Devices) which measure and record the consumption. This is an example of what is commonly known as “totalising” in the current settlement arrangements.

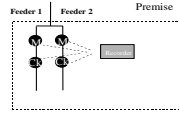


No. of Metering Points = 1

MRA

Example 4

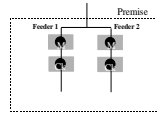
The typical traditional Metering Code of Practice 3 installation with two (or more) feeders, each feeder is measured by two meters, main and check, which feed one data recorder.



No. of Metering Points = 1

Example 5

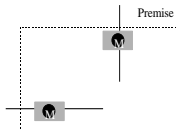
The typical Metering Code of Practice 3 installation where two (or more) feeders are measured by two meters, main and check, these are separate meter/recorder devices (typically four CoP 5 devices) which measure and record consumption. This is an example of what is commonly known as “totalising” in the current settlement arrangements.



No. of Metering Points = 2

Example 6

This is intended to represent a premise which may have several points of supply. In some circumstances these have been treated independently, in others they have been “totalised”. These metering arrangements may be half hourly or non-half hourly.

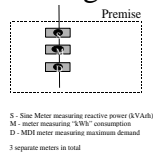


No. of Metering Points = 2

MRA

Example 7

Multiple electro-mechanical meters installed at a meter point measuring different components of the consumption, for instance a sine meter (measuring reactive power), a single rate meter (measuring kWh) and an MDI meter (measuring maximum demand).

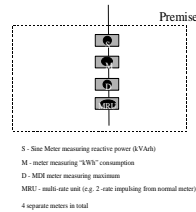


No. of Metering Points = 1

MRA

Example 8

Multiple electro-mechanical meters, measuring the same overall consumption of one supply. For instance a single rate meter which acts as an impulse to a 2-rate MRU (multi rate unit) with MD Indicator.

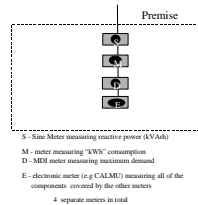


No. of Metering Points = 1

MRA

Example 9

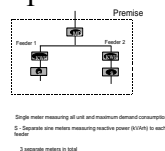
Due to leaving existing metering on-site when installing new electronic metering, a site may have a CALMU, a sine meter, a single rate meter and an MDI meter all installed (and all recording).



No. of Metering Points = 1

Example 10

A+B Summators installed at premises where the meter records an overall maximum demand but two sets of "kWh" chargeable consumption.



No. of Metering Points = 1

Example 11

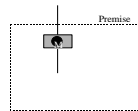
MRA

Data collectors installed as well as CALMU meters; in these circumstances, the data collectors will have up to 4 recording devices installed, which relate to different types of half-hourly data (main, check, lag and lead), and there will be two different types of CALMUs which act as the main and check meters.

No. of Metering Points = 1

Example 12 - Unrestricted non half hourly meter

Common arrangement where a single unrestricted non-half hourly meter is installed.



No. of Metering Points = 1

Example 13 - Economy 7: two (or more) rates

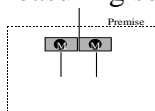
Typical Economy 7 meter with “normal” and “low” registers recording consumption at mutually exclusive time periods. Multi-rate meters are treated similarly provided that the time periods of each rate do not overlap.

No. of Metering Points = 1

Example 14 - Related Metering Points

a) Economy 9 Registers recording simultaneously:

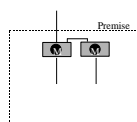
1 feeder, 1 meter, two separate electrical circuits (one for heating, one for non-heating) with non-heating consumption “switched” to the low register for 7 hours and heating consumption measured exclusively by the low register for 5+2+2 hours. For 2+2 hours, both registers are running concurrently, although they are measuring separate consumption.



No. of Metering Points = 2

b) Restricted Hours Supply

1 Feeder, 2 meters, 2 separate electrical circuits (one of which has a restricted hours supply). Registers on each meter can run concurrently although they are measuring separate consumption.

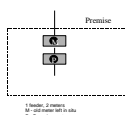


No. of Metering Points = 2

For Settlement purposes 2 different profiles are needed for the 2 circuits and therefore 2 Metering Points are required. However it is not feasible for these 2 Metering Points to be supplied by different Suppliers therefore they are ‘related’ (e.g. Heatwise metering). If, on the other hand, the DUoS tariffs for the two Metering Points are not mutually conditional, the Metering Points would not be considered related and may, therefore, be traded separately (e.g. "Heat with Rent" where the responsibility for the payment for the consumption recorded by the unrestricted hour meter lies with the tenant, and the responsibility for payment for the consumption recorded by the restricted hours meter lies with the landlord).

Example 15 (Power Key meters with associated credit meters in series)

There are circumstances when on the re-site of a power meter from an intake position to within the customers dwelling, that the existing credit meter is left in situ (e.g. asbestos in the intake position). In these circumstances label is installed/stuck on the credit meter saying that this meter is not to be used for billing purposes but recording units.



No. of Metering Points = 1

Example 16 - Unmetered Supplies

- a) An inventory of streetlamps on one Certificate to which one Standard Settlement Configuration has been allocated;

No. of Metering Points = 1

- b) An inventory of mixed street furniture on one Certificate to which up to four Standard Settlement Configurations has been allocated.

No. of Metering Points = 1 per SSC

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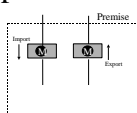
Example 17 - Pseudo meters

An equivalent (pseudo) meter creating one half hourly data stream out of LAMP in relation to one inventory of street furniture against which one Certificate of Unmetered Supply has been allocated.

No. of Metering Points = 1

Example 18 - Embedded Exemptable Generation

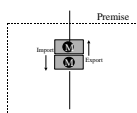
a) A small embedded exempt generating set which has one Code 5 meter recording import and a separate Code 5 meter recording export.



In every case there will be two Metering Points defined (not including Pseudo Metering Points).

No. of Metering Points = 2

b) A small embedded exempt generating set which has one Code 5 meter recording import and export on different registers.



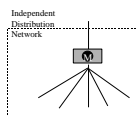
In every case there will be two Metering Points defined (not including Pseudo Metering Points).

No. of Metering Points = 2

Example 19 – Private Distribution Networks

Supply though a Private Distribution Network (PDN) will either

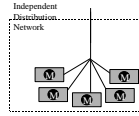
a) be metered at the boundary to the PDN



No. of Metering Points = 1

MRA

- b) every supply point (or UMS Certificate) within the PDN will be defined to be a Metering Point



No. of Metering Points = 1 per Supply point within the PDN

SCHEDULE 9

BSC Validation Requirements

Each Distribution Business must ensure that its MPAS Validation Procedures comply with the validation requirements set out in this Schedule, in relation to the BSC Requirements for the relevant MPAS Registration System(s):

The MPAS Provider shall validate all BSC Required Data submitted to the MPAS Registration System before accepting or rejecting the data. For the purpose of this Schedule, “BSC Required Data” is defined as all those items denoted as used by the MPAS Registration System in the data catalogue provided under the Balancing and Settlement Code.

Upon rejection of data, the MPAS Provider shall set out all the reasons for rejection to the sending market participant.

The MPAS Provider shall ensure that all data for Metering Systems conform with the rules outlined in the following table.

Property	Non Half Hourly Measurement Class	Half Hourly Measurement Class
Profile Class Id	Valid Profile Class (as specified in MDD) required	Profile Class not required
Standard Settlement Configuration Id	Valid Standard Settlement Configuration (as specified in MDD) required	Standard Settlement Configuration not required
Data Aggregator Appointment	Data Aggregator required to be specified as non half hourly in MDD	Data Aggregator required to be specified as half hourly in MDD
Data Collector Appointment	Data Collector required to be specified as non half hourly in MDD	Data Collector required to be specified as half hourly in MDD
Line Loss Factor Class Id	Valid Line Loss Factor Class (as specified in MDD) required.	Valid Line Loss Factor Class (as specified in MDD) required.
Meter Operator Appointments for Unmetered Supplies	Unmetered Supply Operator to be specified (from a list of Unmetered Supply Operators in MDD), in place of the Meter Operator to ensure a valid Unmetered Supply Operator is appointed. Appropriate ‘Measurement Class’ has been recorded for Non Half Hourly Unmetered Supplies.	Meter Administrator to be specified (from a list of Meter Administrators in MDD), in place of the Meter Operator to ensure a valid Meter Administrator is appointed. Appropriate ‘Measurement Class’ has been recorded for Half Hourly Unmetered Supplies.

For the purposes of this Schedule, for any particular event, the MPAS Provider shall apply one or more of the following validation criteria as appropriate:

1. The MPAS Provider shall validate that data is sent by the party that is the source of the data as listed in the relevant flow in the Event Log set out in Schedule 3.
2. Upon receipt of a change to the data within the MPAS Registration System the MPAS Provider shall validate that any of the following codes involved in the change are valid (in accordance with the Market Domain Data) on the effective date of the change:
 - 2.1 Data Aggregator Id (data item 13 in Schedule 2);
 - 2.2 Data Collector Id (data item 12 in Schedule 2);
 - 2.3 Energisation Status (data item 14 in Schedule 2);
 - 2.4 GSP Group Id (data item 15 in Schedule 2);
 - 2.5 Line Loss Factor Class Id (data item 6 in Schedule 2);
 - 2.6 Measurement Class Id (data item 16 in Schedule 2);
 - 2.7 Meter Operator Id (data item 11 in Schedule 2);
 - 2.8 Profile Class Id (data item 4 in Schedule 2);
 - 2.9 Supplier Id (data item 8 in Schedule 2);
 - 2.10 Standard Settlement Configuration Id (data item 17 in Schedule 2).
3. Upon receipt from a Supplier of changes to the Metering System Registration Data, the MPAS Provider shall validate that the Supplier is Registered for that Metering Point on the effective date of the change.

For the purposes of this Schedule:

“Metering System Registration Data” means all BSC Required Data associated with Data Collector appointment; Data Aggregator appointment and Registration, plus Metering System Standing Data.

"Metering System Standing Data" means all BSC Required Data associated with Meter Standing Data, Energisation Status, GSP Group Id, Line Loss Factor Class Id, Measurement Class Id, Profile Class Id, Standard Settlement Configuration Id and Measurement Quantity.

4. The MPAS Provider shall validate that the Line Loss Factor Class Id provided by the Distribution Business for a Metering Point is a valid Line Loss Factor Class for that Distribution Business as specified in Market Domain Data.
5. Upon receipt from a Distribution Business of changes to the Metering System Registration Data, the MPAS Provider shall validate that the Metering Point is Registered on its MPAS Registration System as specified by the Supply Number.

6. Upon receipt of creation details for a New Metering Point from the Distribution Business, the MPAS Provider shall validate that the Metering System Standing Data contains the correct Distributor Id and does not already exist.
7. Upon receipt of a Registration from a Supplier, the MPAS Provider shall validate that the Supply Number exists.
8. Upon a change to data item 4, 15 or 17 in Schedule 2 in respect of a Metering Point, the MPAS Provider shall validate that the resulting combination of GSP Group Id, Profile Class Id and Standard Settlement Configuration Id are valid on the effective date of change as specified by the Average Fraction of Yearly Consumption data provided as part of Market Domain Data.
9. An existing Metering Point may only be Registered if, in respect of the Metering Point:
 - 9.1 the Distribution Business has provided all the relevant data items for which it is the source; and
 - 9.2 all the data items for which the Supplier is the source have been provided.
10. In respect of a New Metering Point, where data item 14 in Schedule 2 has not yet been provided and data item 18 in Schedule 2 is not set to 'N', the MPAS Provider shall only accept a Registration if:
 - 10.1 the Distribution Business has provided the Supply Number, Grid Supply Point Id and Metering Point Address;
 - 10.2 the Supplier has quoted the Supply Number and provided the Supply Start Date.

Subsequent to Registering such a New Metering Point, the MPAS Provider shall only accept a change to set data item 14 in Schedule 2 to energised, if:

 - 10.3 the MPAS Provider has been provided all the relevant data items for which the Distribution Business is the source; and
 - 10.4 the Supplier has provided all the relevant data items for which it is the source.
11. Where, in respect of a particular Metering Point, the MPAS Registration System has a value for the Disconnection Date (data item 20 in Schedule 2), the MPAS Provider shall not accept any Registrations with a Supply Start Date after the Disconnection Date.

SCHEDULE 10

Outstanding Issues

SCHEDULE 11

MRA Service Company Limited

1. ADDITIONAL DEFINITIONS AND INTERPRETATION

1.1 *Definitions:* In this Schedule, except where the context otherwise requires:

"Articles"	means the Articles of Association of MRASCO set out in Annex 4 to this Schedule, as the same may be amended from time to time;
"Board"	means the board of directors of MRASCO;
"Business"	means acting as a corporate vehicle for contracting on behalf of the MRA parties pursuant to (i) a resolution of MEC (or any sub-committee of it) passed pursuant to Clause 6 of this Agreement and effective by virtue of the provisions of that Clause or (ii) a decision of the Secretariat acting within the scope of its authority which (in each case) it is necessary or desirable to implement by means of a binding contract on an arms-length basis;
"Chairman"	means the chairman of the Board for the time being and from time to time;
"Company Secretary"	means the company secretary of MRASCO for the time being and from time to time;
"directors"	means the directors of MRASCO for the time being and from time to time;
"Intellectual Property"	means patents, trade marks, right in designs, trade or business names or signs, copyright (whether or not any of these is registered and including applications for registration of any such thing) and all right or forms of protection of a similar nature or having equivalent or similar effect to any of these;

"Shareholders"	means the persons for the time being and from time to time registered as holders of Shares; and
"Shares"	means ordinary shares of £1 each in the capital of MRASCO and any shares issued in exchange therefore by way of conversion or reclassification and any shares representing or deriving from such shares as a result of any increase in or reorganisation or variation of the capital of MRASCO.

1.2 *Interpretation:* The parties and MRASCO acknowledge and agree that, notwithstanding any other provision of this Agreement:

- 1.2.1 MRASCO is a party to this Agreement solely for the purposes of this Schedule and is bound only to the extent of those obligations on its part which are expressly set out or referred to in this Schedule and not by any other provision of this Agreement;
- 1.2.2 MRASCO shall have only such rights under or in respect of this Agreement as are expressly set out or referred to in this Schedule;
- 1.2.3 the consent or agreement of MRASCO shall not be required to any modification, abrogation, amendment or suspension of any provision of this Agreement which is not expressly set out in this Schedule and MRASCO hereby irrevocably waives any rights which it might be considered or held to have to consent or agree to any such modification, abrogation, amendment or suspension;
- 1.2.4 within this Agreement the rights of the parties as Shareholders are set out exclusively in this Schedule and no other provision of this Agreement shall apply in the regulation of the rights and obligations of Shareholders inter se in their capacity as Shareholders or as between the Shareholders (or any of them) and MRASCO; and
- 1.2.5 MRASCO shall take no action (and the Shareholders shall not take any step which could cause MRASCO to take any such action) which could prejudice in any way the rights or interests of any party under this Agreement and, in particular (but without limitation) MRASCO shall take no action relating to or affecting the BSC Requirements unless the terms of this Schedule (and in particular of paragraphs 5, 6 and 8 hereof) have been adhered to in all respects.

2 ESTABLISHMENT OF MRASCO AND NEW PARTIES

2.1 *New Parties:* Upon the accession of a New Party to the MRA as a Distribution Business or a Supplier pursuant to an Accession Agreement the directors shall either:

- 2.1.1 transfer to such New Party one Share held by a nominee in accordance with the provisions of paragraphs 9.4 and 9.5 of this Schedule; or
- 2.1.2 allot to such New Party one unissued Share (and the Shareholders agree that where no Shares are otherwise available for issue that they will take all necessary steps to create and/or authorise the issue of further Shares).

3 MRASCO's BUSINESS

- 3.1 *Compliance:* Each Shareholder agrees with the other Shareholders to exercise its rights under this Schedule and as a shareholder in MRASCO so as to ensure that:
 - 3.1.1 MRASCO performs and complies with all its obligations under this Schedule and complies with the restrictions (if any) imposed upon it by the Articles; and
 - 3.1.2 the Business is conducted in accordance with sound and good business practice with the intention of breaking even.
- 3.2 *Sole business of MRASCO:* The Shareholders and MRASCO acknowledge and agree that, unless and until the Shareholders and the BSC Agent unanimously agree otherwise in writing, the business of MRASCO shall be confined to the Business.
- 3.3 *Independence of operations:* Each Shareholder acknowledges and agrees with the other Shareholders and MRASCO that MRASCO will have complete independence in its operations and undertakes not to take any action which obstructs or interferes with, or seeks to obstruct or interfere with, the Business provided that this paragraph 3.3 shall not affect the manner in which any Shareholder may exercise its rights in respect of Shares held by it.
- 3.4 *MEC Approval:* MRASCO agrees, and the Shareholders agree to procure, that no action or decision shall be taken by MRASCO under or which affects or relates to any Services Agreement or agreement entered into under Clause 6.2.13 ([AAE](#)) without the prior approval of MEC.

4 THE MANAGEMENT OF MRASCO

- 4.1 *Directors:*
 - 4.1.1 The Shareholders shall procure that the directors shall be all the MEC Members for the time being and from time to time and each director shall have as his alternate for the purposes of this Schedule the alternate appointed by him pursuant to Clause 6.19 of this Agreement.
 - 4.1.2 The parties shall indemnify MRASCO as set out in paragraphs 4.1.2.1 to 4.1.2.5 of this Schedule against all claims, demands, liabilities, losses, costs and expenses which MRASCO may suffer or incur by reason of any claim by any director in connection with his removal from office as a director and the liability to indemnify shall be met:

- 4.1.2.1 in the case of the removal of the director who is the Distribution Business Member, severally and rateably in accordance with the proportions set out in Clauses 8.8 and 8.9 of this Agreement by the parties entitled to appoint the Distribution Business Member;
 - 4.1.2.2 in the case of the removal either of the directors who are the Supplier Members, severally and rateably in accordance with the proportions set out in Clauses 8.8 and 8.9 of this Agreement by the parties entitled to appoint the Supplier Members;
 - 4.1.2.3 in the case of the removal of the director who is BSC Member, by the BSC Agent; and
- 4.2 *Chairman*: The Chairman shall be the MEC Chairman for the time being and from time to time. If the Chairman is unable to be present at a meeting, he may nominate another director (or any director's alternate) to act as Chairman. If neither the Chairman nor his nominee is present within half an hour after the time appointed for holding the meeting, the directors present may appoint any of their number to be chairman of that meeting.
- 4.3 *Committees*: The directors may delegate any of their powers to committees of the Board consisting of such persons as the directors may resolve. Any such committee shall exercise only powers expressly delegated to it and shall comply with any regulations imposed on it by the Board.
- 4.4 *Company Secretary*: The Company Secretary shall be such person as may be approved by the unanimous resolution of the Board from time to time. The Company Secretary shall be removed by unanimous resolution of the Board.
- 4.5 *Proceedings at Board Meetings*:
 - 4.5.1 Voting Rights: Each director shall have one vote. The Chairman shall have no vote in his capacity as Chairman.
 - 4.5.2 Frequency: The Board shall meet at intervals of not less than once in any period of three months unless otherwise agreed by the directors and insofar as reasonably practicable meetings of the Board shall follow on immediately from meetings of MEC. A meeting of the Board may be convened at any reasonable time at the request of any Director by written notice to the Company Secretary.
 - 4.5.3 Meetings: Meetings of the Board may be held by conference telephone call provided that participants acknowledge that they can speak to and hear each other.
 - 4.5.4 Notice: Each of the directors shall be given notice by the Company Secretary of each meeting of the Board setting out details of the time, date and place of meeting at least 5 Working Days prior to the date of such meeting, provided

that such period of notice may be shortened for particular meetings by unanimous written consent of all directors entitled to attend and vote thereat.

4.5.5 Quorum: The quorum for meetings of the Board shall be constituted by the attendance of the Distribution Business Member and two Supplier Members (or their alternates) and:

4.5.5.1 where matters which relate to or affect the BSC Requirements are to be considered, the BSC Member (or his/her alternate); and

in person or participating by conference telephone call throughout such meeting.

4.5.6 Resolutions: All resolutions of the Board shall be made by unanimous vote of the directors present or participating by conference telephone call.

4.5.7 Written resolutions: A written resolution signed by all directors shall be as valid and effective as a resolution passed unanimously by a meeting of the Board properly convened and constituted in accordance with the terms of this Schedule and the Articles.

4.5.8 Minutes: No later than 5 Working Days after each Board meeting, the Company Secretary shall circulate minutes of that meeting to each of the directors.

4.6 *Exercise of Shareholders' Rights*: the Shareholders shall exercise the rights attaching to their Shares in the manner best calculated to secure the implementation of decisions taken by the MEC or MRA Forum (or, on appeal, by the Authority) pursuant to this Agreement, and shall not exercise their rights in a manner which is inconsistent with any such decision.

5 RESERVED MATTERS

The Shareholders shall procure, so far as they are able, that no action shall be taken and no resolution relating to such action shall be passed by MRASCO in respect of the matters set out in Annex 1 to this Schedule, except pursuant to a decision of MEC or the MRA Forum (as appropriate) or, on appeal, of the Authority, taken in accordance with this Agreement.

6 MRASCO EXPENDITURE

6.1 *Inclusion of expenditure in budgets*: Anticipated expenditure of MRASCO shall be included in any budget prepared pursuant to Clause 8 of this Agreement, and shall be subject to approval in accordance with that clause.

6.2 *MRASCO obligations*: MRASCO shall not incur costs unless authorised by a budget approved pursuant to Clause 8 of this Agreement, except insofar as necessary in order to comply with legally binding obligations to which it is subject.

- 6.3 *Authorisation and reimbursement:* Expenditure by MRASCO shall be authorised by MEC, submitted to the Secretariat for payment, and reimbursed by the parties (other than the BSC Agent) in accordance with the provisions of Clause 8 of this Agreement and, for the avoidance of doubt, the BSC Agent shall not be required to reimburse MRASCO in respect of any such expenditure.

7 ACCOUNTS

- 7.1 *Annual Accounts:* At the end of each of MRASCO's financial years, or as soon as reasonably practicable thereafter, MRASCO shall procure that an account shall be taken of all the assets and liabilities of MRASCO and of all dealings and transactions of MRASCO during such financial year and that the Board shall prepare a report and accounts in accordance with the Companies Act 1985 to be audited within three months after the end of each financial year.
- 7.2 *Audit:* Any party shall have the right at any time to require MRASCO to instruct the auditors of MRASCO to conduct a review in respect of the financial affairs of MRASCO. The cost of such review shall be borne by the party requesting such review, unless such review is approved by the directors in which case it shall be borne by MRASCO. If any such review is requested, MRASCO shall procure that MRASCO's auditors are given all reasonable assistance to complete the review within a reasonable period of time.

8 DISTRIBUTION POLICY

The Shareholders shall take such action as may be necessary to procure that:

- 8.1 *General Meeting:* MRASCO's general meeting at which audited accounts in respect of the preceding financial year are laid before the Shareholders is held not later than the date falling six months after the end of that financial year;
- 8.2 *Auditors' Report:* MRASCO's auditors shall at the expense of MRASCO be instructed to report as to the amount of the profits available for distribution by MRASCO for each accounting reference period at the same time as they sign their report on MRASCO's audited accounts for the accounting reference period in question; and
- 8.3 *Distribution of Profits:* MRASCO distributes to and among the Shareholders within 30 days of approval of the audited accounts 100 per cent of its profits available for distribution in each year, subject to the appropriation of such reasonable and proper reserves for working capital or otherwise as the Board may consider appropriate.
- 8.4 *Shareholder guarantees:* If any indemnity, guarantee or other assurance against loss is given by a Shareholder for any obligation or liability of MRASCO at the request of MRASCO, all the other Shareholders shall indemnify such Shareholder in respect of any liability arising out of such indemnity, guarantee or other assurance against loss severally and rateably in accordance with the proportions set out in Clauses 8.8 and 8.9 of this Agreement.

9 TRANSFER OF SHARES

- 9.1 *Restriction on transfer:* Otherwise than in accordance with the following provisions of this paragraph 9 no Shareholder shall:
- 9.1.1 pledge, mortgage (whether by way of fixed or floating charge) or otherwise encumber its legal or beneficial interest in its Shares; or
 - 9.1.2 sell, transfer or otherwise dispose of any of such Shares (or any legal or beneficial interest therein); or
 - 9.1.3 enter into any agreement in respect of the votes attached to Shares; or
 - 9.1.4 agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing.
- 9.2 *Intra-group transfers:* A Shareholder may transfer its Share to its Affiliate in circumstances where such Affiliate becomes a party at the same time as such Shareholder ceases to be a party.
- 9.3 *Retiring Shareholders:* If any Shareholder ceases to be a party for any reason (the "**Retiring Shareholder**"), then upon written notice to the Retiring Shareholder by any other Shareholder, the Retiring Shareholder shall transfer at par to a nominee for all the Shareholders (other than the Retiring Shareholder) selected by the directors the Share held by the Retiring Shareholder. All costs and expenses of such transfer shall be for the account of the Retiring Shareholder.
- 9.4 *Enforced transfer:* If a Retiring Shareholder shall fail or refuse to transfer any Shares in accordance with its obligations under paragraph 9.3, the directors may authorise MRASCO to execute and deliver a transfer from the Retiring Shareholder to a nominee on behalf of the Retiring Shareholder. MRASCO may accept the consideration for the transfer and hold it on trust for the Retiring Shareholder, which acceptance shall be a good discharge to the nominee and may set off such amount against the costs and expenses of the transfer. The directors shall cause the transferee to be registered as the holder of such Shares and following the registration of the transfer the validity of the proceedings shall not be questioned by any person.
- 9.5 *Nominee's holding:* The nominee referred to in paragraphs 9.3 and 9.4 shall hold Shares transferred to it until such time as it is directed by the directors to transfer them (or some of them) to one or more parties. For the avoidance of doubt, wherever in this Schedule a percentage figure of the number of Shares in issue is referred to, this figure shall be calculated as if all Shares held by the nominee were not in issue.

10 DURATION AND TERMINATION

This Schedule shall continue in full force and effect until the first to occur of the following events:

- 10.1 the termination of this Agreement pursuant to Clause 3.3;

10.2 all the Shareholders agree in writing to terminate the arrangements set out in this Schedule;

10.3 an effective resolution is passed or a binding order is made for the winding up of MRASCO,

provided, however, that this Schedule shall cease to have effect as regards any party who, having been entitled under the terms of this Schedule to hold Shares, ceases to hold any Shares.

11 SHAREHOLDERS GENERALLY

The Shareholders shall procure that:

11.1 save for any nominee referred to in paragraph 9.3, only the parties (other than the BSC Agent or any replacement of the BSC Agent) shall acquire Shares (whether by transfer or allotment) and that no party shall be a Shareholder unless and until it has agreed to be bound by this Schedule in the capacity of a Shareholder (which a party (other than the BSC Agent or any replacement of the BSC Agent) shall be taken to have done by being a signatory to this Agreement or executing an Accession Agreement) (save in the case of the BSC Agent whose signature of this Agreement or execution of an Accession Agreement shall indicate agreement to being bound by this Schedule but not in the capacity of Shareholder); and

11.2 the directors shall neither transfer nor allot any Share or Shares other than as set out in paragraph 2.1 or 9.4 of this Schedule and that, save in the case of a nominee as referred to in paragraphs 9.3 and 9.4, no party shall at any point hold more than one Share.

12 INTELLECTUAL PROPERTY

If and to the extent that any Shareholder discloses any of its Intellectual Property to MRASCO for use in connection with the Business, unless it is unable to do so it shall grant, and shall be deemed to have granted from the date of such disclosure, licences of such Intellectual Property to MRASCO for use in connection with the Business and for no other purpose whatsoever. Any such licence shall be irrevocable, non-exclusive, perpetual and royalty-free. Such licences may only be assigned, sub-let or otherwise dealt with on such terms as may be agreed by resolution of MEC passed pursuant to Clause 6 of this Agreement.

13 CONFLICT WITH THE ARTICLES

In the event of any ambiguity created by or discrepancy between the provisions of this Schedule and the Articles, then it is the intention that the provisions of this Schedule shall prevail and accordingly the Shareholders shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Schedule and shall further, if necessary, procure any required amendment to the Articles.

14 FURTHER ASSURANCE

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Each Shareholder shall co-operate with the other Shareholders and execute and deliver to the other Shareholders such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights under, and the intended purpose of, this Schedule.

ANNEX 1 TO SCHEDULE 11

Limitations on Dealings

- (i) The acquisition or disposal by MRASCO of any share capital or other securities of any person.
- (ii) The reduction of MRASCO's share capital, any variation of the rights attaching to any class of shares in its capital or any redemption, purchase or other acquisition by MRASCO of any Shares or other securities of MRASCO.
- (iii) The making of decisions relating to material contracts to which MRASCO is a party or material arrangements between MRASCO and a third party.
- (iv) The making of changes to the pricing or trading terms of MRASCO.
- (v) The making by MRASCO of a material claim, disclaimer, surrender, election or consent for tax purposes.
- (vi) The incurring of costs in respect of any period which are not envisaged by a budget drawn up and approved pursuant to Clause 8 of this Agreement.
- (vii) The making of any contract or guarantee with a Shareholder or an Affiliate of a Shareholder.
- (viii) The making of any contract of a material nature.
- (ix) The obtaining by MRASCO of finance from a third party lender.
- (x) The making of any change to MRASCO's Memorandum of Association or the Articles.
- (xi) The presentation of any petition for the winding-up of MRASCO or the making of any application for an administration order in relation to MRASCO or for the appointment of an administrator or receiver of MRASCO.
- (xii) The commencement, settlement or defence of any litigation, arbitration or other proceedings brought by or against MRASCO in an amount in excess of £25,000.
- (xiii) The increase of the amount of debt with a maturity greater than 3 months owed by MRASCO.
- (xiv) The entering into of an agreement of a type or length which is unusual in the context of the Business.

ANNEX 2 TO SCHEDULE 11

Amendment to Objects clause

- 3(1) To carry on the business of acting as a corporate vehicle for contracting on behalf of parties to the Master Registration Agreement dated 1st June 1998 in accordance with the terms and conditions of that Agreement.

ANNEX 3 TO SCHEDULE 11

Form of New Articles

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 1985-2006

ARTICLES OF ASSOCIATION

of

MRA SERVICE COMPANY LIMITED

(Registered No. 3490321)

(adopted by Special Resolution passed on 1 June 1998
and

amended by Special Resolution on 24 August 2000
and

amended by Special Resolution 26 June 2001
and

amended by Special Resolution passed on 11th February 2003)
and

amended by Special Resolution passed on 23rd September 2008

1. Adoption of Table A

In these articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by SI 207/2541 and SI 2007/2826. The regulations contained in Table A shall, except where they are excluded or modified by these articles, apply to the Company and, together with these articles, shall constitute the articles of the company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.

2. Interpretation

2.1. Words and expressions which bear particular meanings in Table A shall bear the same meanings in these articles.

2.2. In these articles:

"**Affiliate**" means, in respect of any body corporate, a body corporate which is its subsidiary or holding company, or a company which is a subsidiary of that holding company, and each such company;

"**Authority**" means the Gas and Electricity Markets Authority established by Section 1(1) of the Utilities Act 2000;

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“**Communication**” means the same as in the Electronic Communications Act 2000;

“**Electronic Communication**” means the same as in the Electronic Communications Act 2000;

“**MEC**” means the MRA Executive Committee appointed pursuant to the MRA;

“**MEC Members**” means the members of the MEC appointed pursuant to the MRA;

“**MRA**” means the Master Registration Agreement dated 1st June 1998;

“**MRA Forum**” means the body of that name appointed pursuant to the MRA;

“**Parties**” means parties to the MRA and “**party**” means a party to the MRA;

“**Retiring Shareholder**” has the meaning given to that expression in Article 10.4;

“**Secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company; and

“**Shareholder**” means the holder of a share or shares in the Company.

- 2.3. References in these articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form.
- 2.4. Headings are for convenience only and shall not affect construction.
- 2.5. If, and for so long as, the Company has only one member, these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to such a company.

3. Share Capital

The authorised share capital of the Company at the date of adoption of this article is £1000 divided in 1000 shares of £1 each.

4. Restriction on Share Ownership

Save with the prior written consent of the directors, no person other than a nominee as referred to in Articles 9.4 and 9.5 shall be the holder of more than one share of the Company at any time.

5. Rights Attaching to Shares

- 5.1. The right to vote on the matters set out in Article 5.2 shall constitute rights attaching to the shares. The Shareholders shall procure, so far as they are able, that no action shall be taken or resolution passed by the Company in respect of those matters set out in Article 5.2 except pursuant to a decision of MEC or the MRA forum (as appropriate) or, on appeal, by the Authority, taken in accordance with the provisions of the MRA.
- 5.2. The matters referred to in Article 5.1 are:
 - 5.2.1. the acquisition or disposal by the Company of any share capital or other securities of any person;

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- 5.2.2. the reduction of the Company's share capital, any variation of the rights attaching to any class of shares in its capital or any redemption, purchase or other acquisition by the Company of any shares or other securities of the Company.
 - 5.2.3. the making of decisions relating to material contracts to which the Company is a party or material arrangements between the Company and a third party;
 - 5.2.4. the making of changes to the pricing or trading terms of the Company;
 - 5.2.5. the making by the Company of a material claim, disclaimer, surrender, election or consent for tax purposes;
 - 5.2.6. the incurring of costs in respect of any period which are not envisaged by a budget drawn up and approved pursuant to Clause 8 of the MRA;
 - 5.2.7. the making of any contract or guarantee with a member or an Affiliate of a shareholder;
 - 5.2.8. the making of any contract of a material nature;
 - 5.2.9. the obtaining by the Company of finance from a third party lender;
 - 5.2.10. the making of any change to the Company's Memorandum of Association or these articles;
 - 5.2.11. the presentation of any petition for the winding-up of the Company or the making of any application for an administration order in relation to the Company or for the appointment of an administrator or receiver of the Company;
 - 5.2.12. the commencement, settlement or defence of any litigation, arbitration or other proceedings brought by or against the Company in an amount in excess of £25,000;
 - 5.2.13. the increase of the amount of debt with a maturity greater than 3 months owed by the Company; and
 - 5.2.14. the entering into of an agreement of a type or length which is unusual in the context of the business of the Company.
- 5.3. Each shareholder shall be entitled to dividends in respect of its share calculated in the same proportions as are set out in Clauses 8.10 and 8.11 of the MRA rather than in proportion to the amounts paid up on the shares. Regulation 104 of Table A shall be modified accordingly.
- 5.4 Subject to the provisions of the Act and to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide. Regulation 2 of Table A shall not apply.

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6. Unissued Shares

Subject to the provisions of the Act and to these articles, any unissued shares of the company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may (subject to Article 4) offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as they may determine.

7. Initial Authority to Issue Relevant Securities

Subject to any direction to the contrary which may be given by the Company in general meeting and to Article 4, the directors are unconditionally authorised to exercise all powers of the Company to allot relevant securities. The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of incorporation of the Company or such other amount as may from time to time be authorised by the Company in general meeting, The authority conferred on the directors by this article shall remain in force for a period of five years from the date of incorporation of the Company but may be revoked varied or renewed from time to time by the Company in general meeting in accordance with the Act.

8. Exclusion of Rights to Offers on a Pre-emptive Basis

Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security.

9. Transfer of Shares

9.1. The instrument of transfer of a subscriber's share which is not fully paid need not be executed by or on behalf of the transferee. Regulation 23 of Table A shall be modified accordingly.

9.2. Otherwise than in accordance with Articles 9.3 and 9.4 no shareholder shall:

9.2.1. pledge, mortgage (whether by way of fixed or floating charge) or otherwise encumber its legal or beneficial interest in its shares; or

9.2.2. sell, transfer or otherwise dispose of any of such shares (or any legal or beneficial interest therein); or

9.2.3. enter into any agreement in respect of the votes attached to shares; or

9.2.4. agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing.

9.3. A member may transfer its shares to its Affiliate in circumstances where such Affiliate becomes a party at the same time as such member ceases to be a party.

9.4. *Retiring Shareholders:* If any shareholder ceases to be a party for any reason (the "**Retiring Shareholder**"), then upon written notice to the Retiring Shareholder by any other shareholder, the Retiring Shareholder shall transfer at par to a nominee for all the shareholders (other than the Retiring Shareholder) selected by the directors the

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Share held by the Retiring Shareholder. All costs and expenses of such transfer shall be for the account of the Retiring Shareholder.

- 9.5. If a Retiring Shareholder shall fail or refuse to transfer any Shares in accordance with its obligations under Article 9.4 the directors may authorise the Company to execute and deliver a transfer from the Retiring Shareholder to a nominee on behalf of the Retiring Shareholder. The Company may accept the consideration for the transfer and hold it on trust for the Retiring Shareholder, which acceptance shall be a good discharge to the nominee and may set off such amount against the costs and expenses of the transfer. The directors shall cause the transferee to be registered as the holder of such shares and following the registration of the transfer the validity of the proceedings shall not be questioned by any person.
- 9.6. The nominee referred to in Articles 9.4 and 9.5 shall hold shares transferred to it until such time as it is directed by the directors to transfer them (or some of them) to one or more parties. For the avoidance of doubt, wherever in these Articles a percentage figure of the number of shares in issue is referred to, this figure shall be calculated as if all shares held by the nominee were not in issue.

10. General Meetings

The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

11. Notice of General Meetings

- 11.1 General Meetings shall be called by at least fourteen (14) days notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety percent (90%) in nominal value of the shares giving that right.
- 11.2 The notice will specify the time and place of the meeting and the general nature of the business to be transacted.
- 11.3 Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members.
- 11.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

12. Proceedings at General Meetings

- 12.1. The quorum at any general meeting shall consist of six Shareholders present in person or by proxy. PROVIDED THAT two shareholders must be representatives of Distribution Businesses and four shareholders must be representatives of Suppliers. Regulation 40 of Table A shall be modified accordingly. (The terms Distribution Business and Suppliers shall have the same meaning as that provided in the Master Registration Agreement dated 1 June 1998).

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- 12.2. If, and for so long as, the company has only one member, that member or the proxy for that member or, where that member is a corporation, its duly authorised representative shall be a quorum at any general meeting of the company or of the holders of any class of shares. Regulation 40 of Table A shall be modified accordingly.
- 12.3. The chairman at any general meeting shall not be entitled to a second or casting vote.
- 12.4. In the case of a corporation a resolution in writing may be signed on its behalf by a director or the secretary of the corporation or by its duly appointed attorney or duly authorised representative.

13. Votes of Members

At a general meeting, but subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy for any member (regardless of the number or the holdings of the members for whom he is a proxy) shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder. Regulation 54 of Table A shall not apply.

14. Delivery of Proxies

The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified notarially or in some other manner approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purpose of this article. Regulation 62 of Table A shall not apply.

15. Alternate Directors

Each director shall have as his alternate for the purposes of these Articles the alternate appointed by him pursuant to Clause 6.17 of the MRA. Regulation 65 of Table A shall not apply.

16. Delegation of Directors' Powers

The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they may resolve. Any such committee shall exercise only powers expressly delegated to it and shall comply with any regulations imposed on it by the directors. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons.

MRA

17. No Age Limit or Share Qualification

No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age. No shareholding qualification for directors shall be required.

18. Exclusion of Rotation Requirements and Other Provisions

The directors shall be the MEC Members from time to time. Regulations 73 to 80 (inclusive) and the last sentence of regulation 84 of Table A shall not apply.

19. Disqualification and Removal of Directors

The office of a director shall be vacated if he ceases to be a MEC Member. Regulation 81 of Table A shall not apply.

20. Directors' Gratuities and Pensions

Regulation 87 of Table A shall not apply.

21. Notice and Conduct of Board Meetings

Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or sent in writing to him at his last known address or any other address given by him to the company for this purpose, or shall be given using electronic communications to an address notified for that purpose. Notice shall be given in this manner to all directors including any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively. All resolutions of the Board shall be made by unanimous vote of the directors present or participating by conference telephone. In the case of an equality of votes, the chairman shall not have a second or casting vote. Regulation 88 of Table A shall be modified accordingly.

22. Quorum for Board Meetings

The quorum for meetings of the board shall be constituted by the attendance of the Distribution Business Member and two Supplier Members (each as defined in the MRA) (or their alternates) and:

- 22.1. where matters which relate to or affect the BSC Requirements (as defined in the MRA) are to be considered, the BSC Member (as defined in the MRA) (or his/her alternate),

in person or participating by conference telephone call throughout such meeting. Regulation 89 of Table A shall not apply.

23. Participation in Board Meetings by Telephone

All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone call provided that participants acknowledge that they can speak to and hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall

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be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then situated.

24. Resolution in Writing

A resolution in writing executed by all the directors or by all the members of a committee for the time being shall be as valid and effective as a resolution passed unanimously at a meeting of the board or, as the case may be, of the committee properly convened and constituted. The resolution may be contained in one document or in several documents in like form each executed by one or more of the directors or members of the committee concerned. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Regulation 93 of Table A shall not apply.

25. Proceedings of Directors

25.1. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

25.1.1 the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries;

25.1.2 the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

25.1.3 his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures, or other securities of the company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the company or any of its subsidiaries for subscription, purchase or exchange;

25.1.4 the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

25.2 For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

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25.3 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

26. Official Seal

The company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

27. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

28. Notices

Any notice or other document to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall not apply.

In this Article “address”, in relation to electronic communication, includes any number or address used for the purposes of such communications.

29. Time of Service

Any notice or other document, if sent by the Company by post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left by the company at a registered address otherwise than by post, or sent by electronic communication, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

30. The Company’s Objects are:

- (1) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
- (2) To acquire any shares, stocks, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid

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up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.

- (3) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (4) To carry on business as a general commercial company.
- (5) To carry on any business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company.
- (6) To acquire by any means any real or personal property or rights whatsoever and to use, exploit and develop the same.
- (7) To conduct, promote and commission research and development in connection with any activities or proposed activities of the Company, and to apply for and take out, purchase or otherwise acquire patents, patent rights, inventions, secret processes, designs, copyrights, trade marks, service marks, commercial names and designations, know-how, formulae, licences, concessions and the like (and any interest in any of them) and any exclusive or non-exclusive or limited right to use, and any secret or other information as to, any invention or secret process of any kind; and to use, exercise, develop, and grant licences in respect of, and otherwise turn to account and deal with, the property, rights and information so acquired.
- (8) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, and to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for cooperation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or right that may be agreed upon.
- (9) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, and deal with, any shares, stocks, debentures, bonds, notes and other securities, obligations and other investments or any nature whatsoever and any options or rights in respect of them; and otherwise to invest and deal with money and assets of the Company.
- (10) To lend money or give credit to such persons and on such terms as may seem expedient.
- (11) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its

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uncalled capital, the discharge by the Company or any other person of any obligation or liability.

- (12) To guarantee the performance of any obligation by any person whatsoever, whether or not for the benefit of the Company or in furtherance of any of its objectives.
- (13) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (14) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state, department or other authority (international, national, local, municipal or otherwise) for enabling the Company to carry any of its object into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its members.
- (15) To enter into any arrangements with any government, state, department or other authority (international, national, local, municipal or otherwise), or any other person, that may seem conducive to the Company's object or any of them, and to obtain from any such government, state, authority or person, and to carry out, exercise and exploit, any charter, contract, decree, right, privilege or concession which the Company may think desirable.
- (16) To do all or any of the following, namely:
 - (1) to establish, provide, carry on, maintain, manage, support, purchase and contribute to any pension, superannuation, retirement, redundancy, injury, death benefit or insurance funds, trusts, schemes or policies for the benefit of, and to give or procure the giving of pensions, annuities, allowances, gratuities, donations emoluments, benefits of any description (whether in kind or otherwise), incentives, bonuses, assistance (whether financial or otherwise) and accommodation in such manner and on such terms as the Company thinks fit to, and to make payments for or towards the insurance of –
 - (a) any individuals who are or were at any time in the employment of, or directors or officers of (or held comparable or equivalent office in), or acted as consultants or advisers to or agents for –
 - (i) the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company;
or
 - (ii) any person to whose business the Company or any subsidiary undertaking of the Company is, in whole or part, a successor directly or indirectly;
 - (iii) any person otherwise allied to or associated with the Company;

- (b) any other individuals whose service has been of benefit to the Company or who the Company considers have a moral claim on the Company; and
 - (c) the spouses, widows, widowers, families and dependants of any such individuals as aforesaid; and
- (2) to establish, provide, carry on, maintain, manage, support and provide financial assistance to welfare, sports and social facilities, associations, clubs, funds and institutions which the Company considers likely to benefit or further the interests of any of the aforementioned individuals, spouses, widows, widowers, families and dependants.
- (17) To establish, maintain, manage, support and contribute to any schemes or trusts for the acquisition of shares in the Company or its holding company by or for the benefit of any individuals who are or were at any time in the employment of , or directors or officers of, the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company, and to lend money to any such individuals to enable them to acquire shares in the Company or in its parent company and to establish, maintain, manage and support (financially or otherwise) any schemes for sharing profits of the Company or any other such company as aforesaid with any such individuals.
- (18) To subscribe or contribute (in cash or in kind) to, and to promote or sponsor, any charitable, benevolent or useful object of a public character or any object which the Company considers may directly or indirectly further the interests of the Company, its employees or its members.
- (19) To pay and discharge all or any expenses, costs and disbursements, to pay commissions and to remunerate any person for services rendered or to be rendered, in connection with the formation, promotion and flotation of the Company and the underwriting or placing or issue at any time of any securities of the Company or of any other person.
- (20) To issue, allot and grant options over securities of the Company for cash or otherwise or in payment or part payment for any real or personal property or rights therein purchased or otherwise acquired by the Company or any services rendered to, or at the request of, or for the benefit of, the Company, or in consideration of any obligation (even if valued at less than the nominal value of such securities) or for any other purpose.
- (21) To procure the Company to be registered or recognised in any part of the world.
- (22) To promote any other company for the purpose of acquiring all or any of the property or undertaking any business or operations which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company as aforesaid.

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- (23) To dispose by any means of the whole or any part of the assets of the Company or of any interest therein.
- (24) To distribute among the members of the Company in kind any assets of the Company.
- (25) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (26) To do all such other things as may be deemed, or as the Company considers, incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that in this clause:-

- (A) unless the context otherwise requires, words in the singular include the plural and vice versa;
- (B) unless the context otherwise requires, a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;
- (C) references to “other” and “otherwise” shall not be construed ejusdem generis where a wider construction is possible;
- (D) a reference to anything which the Company thinks fit or desirable or considers or which may seem (whether to the Company or at large) expedient, conducive, calculated or capable, or to any similar expression connoting opinion or perception, includes, in relation to any power exercisable by or matter within the responsibility of the directors of the Company, a reference to any such thing which the directors so think or consider or which may so seem to the directors or which is in the opinion or perception of the directors;
- (E) the expressions “subsidiary undertaking” and “parent company” have the same meaning as in section 258 of the Schedule 10A to the Companies Act 1985 or any statutory modification or re-enactment of it;
- (F) the objects specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the Company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph.

SCHEDULE 12

MRA Products

1. Data Transfer Catalogue

SCHEDULE 13

Report Requirements (Clause 27)

1. The report referred to in Clause 27.8 shall identify the Supplier Id, Supplier Role Code (X), Market Participant Role Code (PRS Agent), Market Participant Id (PRS Agent), Market Participant Role Code (DA), Market Participant Id (DA), GSP Group Id and Settlement Date.
2. The report referred to in Clause 27.2 shall identify the following information for each Supply Number: GSP Group Id; Supplier Id; Measurement Class Id; Profile Class Id (as appropriate); Effective from Settlement Date {REGI}; Standard Settlement Configuration Id (as appropriate); Energisation Status; Data Aggregator Id; Data Collector Id; Meter Operator Id; Line Loss Factor Class Id; Meter Timeswitch Code Id; Metering Point Address and Metering Point Postcode.

SCHEDULE 14

MPAS Validation Procedures

The Validation Procedures which are applied to Messages received by MPAS Registration Systems (“**MPAS Validation Procedures**”) and published pursuant to Clause 28.3.

The MPAS Validation Procedures in place are set out in the documents listed below:

MPRS Validation Rules, Version 4.2 (dated November 2010).

SCHEDULE 15

PART 1: Application for GDCC Access

<p><u>GREEN DEAL CENTRAL CHARGE DATABASE</u></p> <p><u>APPLICATION FOR ACCESS</u></p>
<p><u>Part A: Applicant's details</u></p>
<p><u>1. Name:</u></p>
<p><u>2. Company registration number (if applicable):</u></p>
<p><u>3. Registered address:</u></p>
<p><u>4. Principal operating address:</u></p>
<p><u>Part B: Capacity that the applicant will be a GDCC User, and supporting evidence that the applicant is a Qualifying GDCC User</u></p>
<p><u>5. [Green Deal Licensee] [Green Deal Provider] [Electricity Distribution Business] [Licensed Gas Supplier] [Finance Party] [Remittance Processor] [Energy Savings Advice Service] [MPAS Agent] [Government Incentive Scheme Administrator]*</u></p>
<p><u>6. Supporting evidence:</u></p>
<p><u>Part C: Primary Contact's details</u></p>
<p><u>7. Name:</u></p>

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8. Address:

.....

9. Telephone:

10. Email:

Part D: Data Access Requirements

11. Access Method (DTN, web or both):

12. Number of Users (for web portal access):

13. Main purpose of access:

Part E: Information Security Management System

14. Details of information management security systems used and practices applied in connection with this Agreement:

.....

Part F: Confirmation

15. The Applicant hereby applies for access to the Green Deal Central Charge Database in the capacity of [Green Deal Licensee] [Green Deal Provider] [Finance Party] [Remittance Processor] [Distribution Business] [Licensed Gas Supplier] [Energy Savings Advice Service] [MPAS Agent] [Government Incentive Scheme Administrator]*

Signed on behalf of the Applicant by:

Name:

Position / capacity:

Signature:

Date:

MRA

14. Evidence of signing authority

.....

FOR MEC Secretary Use Only

Approved / Rejected

Reason:

Date:

* Delete as appropriate

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[PART 2: GDCC Access Agreement](#)

For and on behalf of

Authorised Signatory

For and on behalf of

Authorised Signatory

DATED the 1 day of June 1998

WITNESS to the above signatures:

Exchange House
Primrose Street
London
EC2A 2HS

MRA

IN WITNESS whereof the parties have executed this Agreement on the day and year first hereinbefore mentioned.

SIGNED BY **M R ALEXANDER** (print name)

duly authorised on behalf of

BRITISH GAS TRADING LTD

SIGNED BY **KEITH STANYARD** (print name)

duly authorised on behalf of

EAST MIDLANDS ELECTRICITY PLC

SIGNED BY **EDDIE HYAMS** (print name)

duly authorised on behalf of

EASTERN ELECTRICITY PLC

SIGNED BY **A J WHITTAKER** (print name)

duly authorised on behalf of

LONDON ELECTRICITY PLC

SIGNED BY **DUNCAN WHYTE** (print name)

duly authorised on behalf of

MANWEB PLC

MRA

SIGNED BY **R D MURRAY** (print name)

duly authorised on behalf of

MIDLANDS ELECTRICITY PLC

SIGNED BY **GRAHAM AUSTIN BROWN** (print name)

duly authorised on behalf of

NATIONAL POWER PLC

SIGNED BY **DAVID MALCOLM SWAN** (print name)

duly authorised on behalf of

NORTHERN ELECTRIC PLC

SIGNED BY **JOHN FARMER** (print name)

duly authorised on behalf of

NORWEB PLC

SIGNED BY **A A CLEMENTS** (print name)

duly authorised on behalf of

NUCLEAR ELECTRIC LTD

MRA

SIGNED BY **M G HARRIES** (print name)

duly authorised on behalf of

POWERGEN PLC

SIGNED BY **I MCMILLAN** (print name)

duly authorised on behalf of

SCOTTISH HYDRO-ELECTRIC PLC

SIGNED BY **DUNCAN WHYTE** (print name)

duly authorised on behalf of

SCOTTISH POWER PLC

SIGNED BY **JOHN WEIGHT** (print name)

duly authorised on behalf of

SEEBOARD PLC

SIGNED BY **J E ROBERTS** (print name)

duly authorised on behalf of

SOUTH WALES ELECTRICITY PLC

MRA

SIGNED BY **D A LICKORISH** (print name)

duly authorised on behalf of

SOUTH WESTERN ELECTRICITY PLC

SIGNED BY **JAMES HART** (print name)

duly authorised on behalf of

SOUTHERN ELECTRIC PLC

SIGNED BY **G J HALL** (print name)

duly authorised on behalf of

YORKSHIRE ELECTRICITY GROUP PLC

SIGNED BY **H E MARKS** (print name)

duly authorised on behalf of

ENERGY POOL FUNDS ADMINISTRATION LIMITED

SIGNED BY **DOUGLAS WRIGHT** (print name)

duly authorised on behalf of

SCOTTISH ELECTRICITY SETTLEMENTS LIMITED

MRA

SIGNED BY **HUGH SPICER** (print name)

duly authorised on behalf of

MRA SERVICE COMPANY LIMITED

Version 1.0

Green Deal Central Charge Database Access Agreement

Dated

GDCC Operator
(GDCC Operator)

[Name]
(User)

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Green Deal Central Charge Database Access Agreement

Dated

Between

- (1) **The Licensed Electricity Suppliers** whose names, registered numbers and registered or principal offices are set out in Part 3 of Schedule 1 (each, a **Supplier** and collectively, the **GDCC Operator**); and
- (2) **The Person** whose name, registered number and registered or principal office is set out in Part 2 of Schedule 1 (the **User**).

Recitals

- A Standard Condition 35 (*Central Charge Database*) of an Electricity Supply Licence provides that Suppliers shall:
- (a) establish by 1 October 2012, or procure the establishment of by 1 October 2012; and
 - (b) subsequently maintain, or procure the subsequent maintenance of;
- a database capable of recording, storing and otherwise processing such data as is necessary to facilitate, in accordance with the provisions of the GDAA, the establishment and administration of Green Deal Plans (from 14 January 2013) and the collection and remittance of Green Deal Charges (from 1 March 2013).
- B Clause 56 (*GDCC Access Agreement*) of the Master Registration Agreement provides that the User's access to and use of the GDCC shall be subject to it entering into and complying with a duly executed GDCC access agreement.
- C The User and each of the Suppliers accordingly agree to enter into this Agreement on the basis of the terms and conditions set out below.

It is agreed:

1 Definitions

- 1.1 In this Agreement each of the following terms shall, unless expressly stated otherwise, have the meanings shown below:

Agreement means the terms of this agreement, including any schedules and annexes to this agreement.

Affiliate in relation to any Party, means any holding company of that Party or any subsidiary of that Party or any subsidiary of a holding company of that Party, in each case within the meaning of the Companies Act 2006.

Annual Service Fee means the fee set out in Part 1 of Schedule 1 (*Contract and User details*), payable by the User to the GDCC Operator, under Clause 9.1 (*Annual Service Fee*).

Authorised Persons means an employee, agent, consultant or contractor of:

- (a) the User; or
- (b) any third party with whom the User has entered into any agreement, whereby that third party has agreed to perform any one or more of the User's obligations under this Agreement, the GDAA or the MRA (or otherwise in connection with the Green Deal);

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which employee, agent, consultant or contractor is employed or engaged in the performance of any one or more of the User's obligations (or carrying out any other act or omission relating to the performance or non-performance of the User's obligations) under or in connection with this Agreement, the GDA or the MRA (or otherwise in connection with the Green Deal); whom the User (or the third party) has authorised to have to access and use the GDCC for the Purpose.

Authority means the Gas and Electricity Markets Authority established by Section 1(1) of the Utilities Act 2000.

Commencement Date means the date of this Agreement.

Confidential Information means, in respect of any Party, all information relating to another Party or its business, operation, customers, financial or other affairs that is supplied by or on behalf of that other Party or generated by the receiving Party from such information, either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with the other Party, or that is obtained through observations made by the receiving Party, together with all information relating to the other Party arising from or in connection with this Agreement or otherwise in connection with the Green Deal.

Data Controller has the meaning given to "data controller" in section 1 of the Data Protection Act 1998.

Data Protection Act means the Data Protection Act 1998 (as amended from time to time).

Data Subject has the meaning given to "data subject" in section 1 of the Data Protection Act 1998.

Data Transfer Network and **DTN** means the electronic network of that name, referred to in the Data Transfer Services Agreement, which is provided as part of the Data Transfer Service which has been procured by licensed distributors through the Service Controller.

Data Transfer Services means the service referred to in section B of Standard Condition 37 (*Provision of the Data Transfer Service*) of an Electricity Distribution Licence, which is a service required to be provided by each licensed distributor and which is provided through the Service Controller pursuant to the Data Transfer Services Agreement.

Data Transfer Services Agreement means the agreement dated 30 July 1997 between Electralink Limited (registered number 3271981) and users of the Data Transfer Service, entitled "Agreement for the Provision of a Data Transfer Service".

Derived Data means any data that are created by combining, modifying or deriving any data on the GDCC (including any corrections and updates).

Distribution Business has the meaning given in the Master Registration Agreement.

DTN Enabled User means a DTN User in relation to whom the Service Controller has, pursuant to the Data Transfer Services Agreement: (i) approved relevant hardware and software for connection to the Data Transfer Network so that such hardware and software may be used for the receipt or transmission of certain data by that DTN User, within the meaning of "Enabled" as defined in the Data Transfer Services Agreement; and (ii) not Disconnected such hardware and software (as such term "Disconnected" is defined in the Data Transfer Services Agreement).

DTN User means a "User" as defined in the Data Transfer Services Agreement.

Due Date means the relevant due date under Clause 10 (*Billing and payment*).

Electricity Distribution Licence means an electricity distribution licence granted or treated as granted under section 6(1)(c) of the Electricity Act 1989.

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Electricity Supply Licence means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Electricity Act 1989.

Energy Performance Certificate has the meaning given to "energy performance certificate" in regulation 2(1) of (as the context requires):

- (a) the Energy Performance of Buildings (England and Wales) Regulations 2012; or
- (b) the Energy Performance of Buildings (Scotland) Regulations 2008.

EPC Registers means the relevant registers referred to in:

- (a) regulation 27 of the Energy Performance of Buildings (England and Wales) Regulations 2012; or
- (b) regulation 10(1) of the Energy Performance of Buildings (Scotland) Regulations 2008.

Fees means all fees that are due or become due in accordance with this Agreement.

Finance Party means a person who is listed in Part 3 of Schedule 1 to the GDAA.

Force Majeure means any event or circumstance that is beyond the control of the Party that is claiming relief in relation to it (acting and having acted as a Reasonable and Prudent Operator) resulting in or causing the failure of that Party to perform any one or more obligations under this Agreement, which failure could not have been prevented or overcome by the exercise by that Party of the standard of a Reasonable and Prudent Operator, provided that lack of funds shall not be interpreted to be an event or circumstance that is beyond the control of such Party.

Framework Regulations means the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012.

Gas Supply Licence means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986.

GDAA Panel has the meaning given to "Panel" under the Green Deal Arrangements Agreement.

GDCC means the database established and maintained in accordance with Standard Condition 35 (*Central Charge Database*) of an Electricity Supply Licence and the Master Registration Agreement, together with the GDCC Operator's web portal and any system interface.

GDCC Data means any transient, stored or other data on the GDCC, including User Data and data provided by, sent to or entered onto the GDCC by other authorised users of the GDCC in accordance with the GDAA.

GDCC Data Rectification Fee has the meaning given in Clause 9.2 (*GDCC Data Rectification Fee*).

GDCC Licence means the licence granted to the User under Clause 4 (*Grant of GDCC Licence*).

GDCC Operator IPR means all IPR in the GDCC, together with all IPR provided by or on behalf of the GDCC Operator to the User under or in connection with this Agreement (whether before or after the Commencement Date);

Green Deal means the scheme for the installation and financing of energy efficiency improvements, as established under Chapter 1 of Part 1 of the Energy Act 2011.

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Green Deal Arrangements Agreement and **GDA** means the agreement referred to and providing for such matters as are set out in Standard Condition 38 (*Green Deal Arrangements Agreement*) of an Electricity Supply Licence, which, at the Commencement Date, can be found on the internet at www.greendealorb.co.uk.

Green Deal Bill Payer has the meaning given to “bill payer” in regulation 2(1) of the Framework Regulations.

Green Deal Charge means a payment required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011.

Green Deal Plan has the meaning given to “green deal plan” in section 1(3) of the Energy Act 2011.

Insolvency Event means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales), in relation to the relevant entity:

- (a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;
- (b) the filing of a notice of intention to appoint of an administrator of, the filing of a notice of appointment of an administrator of, or the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or levying distress over, or selling, the whole or any part of the entity's undertaking, assets, rights or revenue;
- (c) the entity proposing to enter into, or entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;
- (d) the entity:
 - (i) is unable to pay its debts within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but as if in section 123(1) the amount of seven hundred and fifty pounds sterling (£750) was substituted for the higher amount of ten thousand pounds sterling (£10,000) (or such other higher amount as the Secretary of State may from time to time determine by notice in writing to it); or
 - (ii) being an individual, is sequestrated by either a court of appropriate jurisdiction or by the Accountant in Bankruptcy under the Bankruptcy (Scotland) Act 1985; or
- (e) the entity proposing to enter into, or entering into any arrangement, compromise or compromise or composition in satisfaction of its debts with its creditors.

Intellectual Property Rights and **IPR** means all current and future legal and equitable interests in any and all patents, trademarks, trade names, service marks, drawings, designs, design rights, copyright (including copyright in computer software), domain names, rights relating to passing off, database rights, inventions and know-how and all other intellectual property and rights of a similar or corresponding nature and all applications for the same in any part of the world and in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world.

IS Accreditation means accreditation in respect of information security management systems to the ISO:27001 standard, or any replacement standard.

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Loss means all costs, losses, expenses, payments, damages, liabilities, interest and the amounts by which rights or entitlements to amounts have been reduced.

MAP 18 means MRA Agreed Procedure 18 (*The Green Deal Central Charge Database*), being the procedure of that name agreed and issued by the MRA Executive Committee from time to time.

Master Registration Agreement and **MRA** means the agreement of that name required to be maintained pursuant to Standard Condition 23 (*Master Registration Agreement*) of an Electricity Distribution Licence.

Misuse means where the User or any Authorised Person:

- (a) uses the GDCC other than for the relevant Purpose;
- (b) materially fails to comply with any of the obligations set out in Clauses 15.4, 15.5, 15.8 and 15.10 (*Data protection and security*); and/or
- (c) materially fails to comply with any of the obligations in Clause 6 (*User's obligations*).

Monthly GDCC Availability has the meaning given in Schedule 3 (*GDCC Service Levels*).

MPAS Agent has the meaning given to "Appointed MPAS Agent" in the Master Registration Agreement.

MRA Executive Committee and **MEC** means the committee of that name appointed pursuant to the Master Registration Agreement.

MRASCo means MRA Service Company Limited which has its registered office at 10 Fenchurch Street, London EC3M 3BE.

MRASCo Website means the website, which, at the Commencement Date, can be found on the internet at www.mrasco.com (including any replacement website, from time to time).

Parties means the User and all of the Suppliers (acting as the GDCC Operator) and where the context permits includes their successors in title (and **Party** shall be construed accordingly).

Password means the password notified by the GDCC Service Provider in writing to enable access to the GDCC via the GDCC Operator's web portal.

Personal Data has the meaning given to "personal data" in section 1 of the Data Protection Act 1998 and for the purpose of this Agreement shall include such data as are contained in the GDCC.

Processing has the meaning given to "processing" in section 1 of the Data Protection Act 1998; and "Process" shall be construed accordingly.

Purpose has the meaning given to that term in Clause 4 (*Grant of GDCC Licence*).

Quarter means a period of three calendar months commencing on the first day of January, April, July and October.

Reasonable and Prudent Operator means, in respect of any person, its acting in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same or a similar type of undertaking, in the same or similar circumstances and conditions.

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Relevant Interest Rate means the base-lending rate for pound sterling of the Bank of England applicable from time to time plus two percent (2%).

Remittance Person has the meaning given in the Green Deal Arrangements Agreement.

Remittance Processor has the meaning given to it within the Green Deal Arrangements Agreement.

Restrict has the meaning given in Clause 11 (*GDCC Licence Restriction and Suspension*); and **Restricted** and **Restriction** shall be construed accordingly.

Service Controller means the person identified as such in the Data Transfer Services Agreement, which, as at the date of this Agreement, is Electralink Limited (registered number 3271981).

Service Level means a service level under Schedule 3 (*GDCC Service Levels*).

Service Level Compensation means the relevant category of compensation specified under Schedule 3 (*GDCC Service Levels*), for failing to meet an applicable Service Level.

Service Level Compliance Statement means a written confirmation by the GDCC Operator confirming the following information for a Quarter:

- (a) a summary of the GDCC Operator' aggregate performance against each applicable Service Level and the total amount of Service Level Compensation (if any) payable by the GDCC Operator to the User; and
- (b) where the GDCC Operator have failed to meet any Service Level, the number of calendar days or hours (as applicable) by which the Service Level was failed and the corresponding Service Level Compensation payable.

Suspend means suspension of rights to access all or part of the GDCC and/or suspension of all or any part of the User's rights to use the GDCC and/or any GDCC Data; and **Suspended** and **Suspension** shall be construed accordingly.

Term has the meaning given in Clause 3 (*Commencement and duration*).

Territory means Great Britain.

User Data means all data that are introduced to, and stored or otherwise processed on, the GDCC by (or on behalf of) the User, as such data are added, corrected or modified from time to time.

User IPR means all IPR provided by or on behalf of the User to any one or more of the GDCC Operator under or in connection with this Agreement (whether before or after the Commencement Date).

User Type means the capacity in which the User has entered into this Agreement, as identified in Schedule 1 (*Contract and User details*).

VAT means value added tax chargeable under the Value Added Tax Act 1994.

Working Days means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

1.2 Interpretation

- 1.2.1 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

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- 1.2.2 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- 1.2.3 The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.2.4 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement.
- 1.2.5 All references in this Agreement to Clauses and Schedules are to the clauses and schedules to this Agreement unless otherwise stated.
- 1.2.6 In case of a conflict between any of the provisions in this Agreement, the GDAA or the MRA, it shall be resolved by applying those documents or provisions in the following order of precedence (prevailing document or provision first):
- (a) the GDAA;
 - (b) this Agreement;
 - (c) the MRA.

2 User-specific warranties

- 2.1 In addition to the general warranties given under Clause 18 (*Warranties*), the User further represents and warrants to the GDCC Operator that:
- (a) where the User is entering into this Agreement in the capacity of:
 - (i) a "Green Deal Licensee", a "Green Deal Provider" or a "Finance Party", it is a party to the GDAA in that capacity;
 - (ii) an "Energy Savings Advice Service", it is a person appointed or contracted by the Secretary of State (or the Scottish Ministers) to provide an energy efficiency helpline and it has the consent of the Secretary of State to enter into this Agreement in that capacity;
 - (iii) a "Green Deal Government Incentive Scheme Administrator", is the person appointed or contracted by the Secretary of State to administer the Secretary of State's 'Green Deal Cashback Scheme' and it has the consent of the Secretary of State to enter into this Agreement in that capacity;
 - (iv) a "Licensed Distributor", it holds an Electricity Distribution Licence;
 - (v) a "Licensed Gas Supplier", it holds a Gas Supply Licence;
 - (vi) an "MPAS Agent", it is a person duly appointed in accordance with Clause 48.2 of the MRA to provide metering point administration service; and
 - (vii) a "Remittance Processor", a Green Deal Provider has, under the GDAA, notified the Panel Secretary that it wishes to designate the User as a Remittance Processor; and
 - (b) it will not use or permit the use by Authorised Persons of the GDCC Data or parts thereof for sale, resale, loan transfer, hire or other form of exploitation (without

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prejudice to the right of Green Deal Providers to use Green Deal Data for transferring Green Deal Plans to a Finance Party in accordance with the GDAA).

3 Commencement and duration

- 3.1 This Agreement comes into force on the Commencement Date and shall continue in force until its expiry on the second anniversary of the Commencement Date, unless terminated earlier under Clause 12 (*Termination*) (the **Term**).
- 3.2 On or before the second anniversary of the Commencement Date, the Parties shall enter into a new GDCC access agreement on the same basis and in the same form as set out from time to time in Part 2 of Schedule 15 of the MRA.

4 Grant of GDCC Licence

- 4.1 Subject to Clause 11 (*GDCC Licence Restriction and Suspension*) and Clause 20 (*Intellectual Property Rights*), the GDCC Operator hereby grants to the User a non-exclusive, non-transferable, revocable, non-assignable, personal, licence to access and use the GDCC on the terms set out in Schedule 2 (*GDCC access rights*) (**GDCC Licence**) for the purpose applicable to its User Type (the **Purpose**), in the Territory during the Term, including a right to sub-license Authorised Persons to use the GDCC for the Purpose in accordance with this Agreement.
- 4.2 The GDCC Operator warrants and represents that it has all rights required to grant access to and grant all rights to use the GDCC in accordance with this Clause 4 (*Grant of GDCC Licence*) and the other terms of this Agreement.

5 GDCC Operator's obligations

- 5.1 The GDCC Operator shall:
- (a) only Process User Data to the extent, and in such manner, as is necessary to perform its obligations under this Agreement, the GDAA and otherwise for purposes of the Green Deal and shall not Process any User Data for any other purpose;
 - (b) keep all User Data and Confidential Information of the User in its possession or control, secure and separately identifiable from any data, IPR or Confidential Information of any other person and further undertake that it will limit access to and use of any GDCC Data by its employees, agents and sub-contractors on a strictly "need to know basis" for purposes of the Green Deal only in accordance with this Agreement;
 - (c) ensure that no third party shall have access to the GDCC (including any GDCC Data) or any User Data or any other User IPR or Confidential Information of the User in its possession or control, or make such data, IPR or information available to any third party, except as provided in accordance with this Agreement and the GDAA;
 - (d) preserve the integrity of the GDCC and all GDCC Data (including all User Data) in its possession or control, and use all reasonable endeavours to prevent the corruption or loss of such data, including by taking all reasonable precautions to prevent the introduction of any viruses or similar programs or code intended to destroy, interfere with, corrupt, or cause undesired effects on or to program files, data or other information, executable code or application software macros;
 - (e) perform secure back-ups of all GDCC Data (including all User Data) on the GDCC at least once every twenty-four (24) hours and ensure that up-to-date back-ups are stored off-site;
 - (f) if any User Data or other User IPR or Confidential Information of the User in the possession or control of the GDCC Operator become lost, corrupted or rendered

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unable for any reason, restore or procure the restoration of such User Data, User IPR or Confidential Information of the User using its back-up and/or disaster recovery procedures and/or disaster recovery services at no cost to the User; and the GDCC Operator shall do so as soon as practicable, but no later than twenty-four (24) hours after the loss, corruption or rendering unusable of such data, IPR or information (provided that, where the loss, corruption or rendering unusable has occurred on any day other than a Working Day, the time for restoration shall commence at the start of the next Working Day);

- (g) not make available to any third party (other than in accordance with this Agreement or the GDAA, including to any other authorised user of the GDCC, any Authorised Person, MEC, or any agent or sub-contractor engaged by the GDCC Operator to perform any of its obligations under this Agreement), or publish or otherwise exploit modify or create derivative works from or combined with any other material in whole or in part of the GDCC Data (including any User Data);
- (h) supervise and control access to and use of the GDCC by its employees, agents and sub-contractors in accordance with the terms of this Agreement;
- (i) take all reasonable steps to ensure that its employees, agents and sub-contractors do not act or omit to act in such a way that would cause any Supplier to be in breach of this Agreement;
- (j) not display any part of the GDCC or GDCC Data (including any User Data) on a public bulletin board, ftp (File Transfer Protocol) site, world wide web site, chat room or by any other unauthorised means;
- (k) ensure that all its employees, agents and sub-contractors who have access to the GDCC or any GDCC Data are informed of and are contractually bound to safeguard the confidential nature of the GDCC Data and are trained in how to use the GDCC prior to use of the GDCC and understand the rights and obligations imposed upon them in accordance with this Agreement;
- (l) procure that all its sub-contractors have in place, throughout the Term, IS Accreditation in respect of all information security management systems provided in connection with the GDCC;
- (m) maintain a full and up-to-date list of all MRA Supplier parties and publish the list (which is, at the Commencement Date referred to as the "MRA signatories" list) on the MRASCo Website;
- (n) when undertaking planned or emergency maintenance of the GDCC, use reasonable endeavours to minimise any down-time of the GDCC and disruption to the User, acting as a Reasonable and Prudent Operator.

6 User's obligations

- 6.1 The User agrees only to use and only to permit use by its Authorised Persons of the GDCC for the Purpose, unless a right to use the GDCC other than for the Purpose has been agreed by the GDCC Operator in writing in advance.
- 6.2 The User shall not allow access to the GDCC by any other person, entity or individual nor will the User make any information contained on the GDCC available to any such person, entity or individual, in each case other than as permitted by this Agreement (which, for the avoidance of doubt, includes access by and making available to Authorised Persons) or the GDAA.
- 6.3 Except as authorised under this Agreement or otherwise for purposes of the Green Deal only, the User shall not make available to any third party or publish or otherwise exploit modify or create derivative works from or combined with any other material in whole or in part of the GDCC Data (other than User Data) that it may access via the GDCC from time to time.

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- 6.4 The User hereby undertakes that it will treat all GDCC Data (other than User Data) as confidential and further undertakes that it will limit access to and use of GDCC Data on a strictly “need to know basis” for purposes of the Green Deal only.
- 6.5 The User shall:
- (a) limit access and use of the GDCC to Authorised Persons only, and supervise and control access to and use of the GDCC by Authorised Persons in accordance with the terms of this Agreement;
 - (b) take all necessary steps to ensure that its employees, agents and sub-contractors do not act or omit to act in such a way that would cause the User to be in breach of this Agreement;
 - (c) not display any part of the GDCC or GDCC Data on a public bulletin board, ftp (File Transfer Protocol) site, world wide web site, chat room or by any other unauthorised means;
 - (d) ensure that Authorised Persons are:
 - (i) informed of and are contractually bound to safeguard the confidential nature of the GDCC Data in accordance with Clause 14 (Confidentiality); and
 - (ii) competent in the use of the GDCC prior to use of the GDCC and understand the rights and obligations imposed upon them in accordance with this Agreement; and
 - (e) only use the GDCC and GDCC Data for the Purpose and have such business controls in place that are necessary to ensure compliance with this Agreement.

7 GDCC Service Levels

7.1 Service Levels for the GDCC

- 7.1.1 The GDCC Operator shall comply with all Service Levels.
- 7.1.2 Where the GDCC Operator fails to meet a Service Level, the User shall be entitled to the applicable Service Level Compensation from the GDCC Operator.
- 7.1.3 Service Level Compensation shall be the User’s sole and exclusive remedy for the GDCC Operator’s failure to meet a Service Level.
- 7.1.4 Where, for a Quarter, Monthly GDCC Availability is less than 100% but is at or above the Service Level, the User shall not be entitled to contractual damages under this Agreement for any Loss arising from that level of Monthly GDCC Availability.

7.2 Service Level Compliance Statement

- 7.2.1 The GDCC Operator shall:
- (a) acting as a Reasonable and Prudent Operator, monitor the performance of the GDCC against the Service Levels; and
 - (b) subject to Clause 7.2.2, publish each Service Level Compliance Statement on the MRASCo Website within twenty (20) Working Days of the end of that Quarter;
- for that Quarter.
- 7.2.2 Notwithstanding Clause 7.1.2, where this Agreement is entered into before 1 April 2013 no Service Level Compensation shall be payable under this Agreement for the period ending 1

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April 2013. For the avoidance of doubt, the GDCC Operator must still publish a Service Level Compliance Statement for the Quarter ending April 2013 within twenty (20) Working Days of the end of that Quarter.

7.3 Audits and confirmation

7.3.1 Within twenty (20) Working Days of the end of each calendar year, the GDCC Operator shall:

- (a) at its own cost and expense, instruct an independent auditor (approved by MEC) to carry out an audit of the Service Level Compliance Statements published during that calendar year, to verify their accuracy; and
- (b) publish on the MRASCo Website:
 - (i) the report of the audit referred to in Clause 7.3.1(a); and
 - (ii) a confirmation letter from the chairperson of MEC (or equivalent), attesting to the fact that, having made due and careful inquiry:
 - (aa) security tests and procedures have been carried out to ensure compliance with the GDCC Operator's information management security obligations under this Agreement, including those referred to in Clause 15 (*Data protection and security*);
 - (bb) the GDCC Operator is confident its security and risk mitigation procedures with respect to the GDCC and GDCC Data remain effective.

7.3.2 Where, following the completion of an audit carried out under this Clause 7.3, the Independent Auditor has found that any one or more Service Level Compliance Statements are inaccurate, the GDCC Operator shall publish corrected Service Level Compliance Statement(s), within twenty (20) Working Days.

8 Liability

8.1 General

Except in the case where any one Supplier is itself in breach of Clause 14 (*Confidentiality*), Clause 15 (*Data protection and security*), or Clause 20 (*Intellectual Property Rights*), the liability of the Suppliers (acting as the GDCC Operator) under this Agreement shall be joint and several.

8.2 Limitation of liability

8.2.1 The annual limit of total liability for any Loss arising out of or relating to this Agreement is:

- (a) in the case of the GDCC Operator to the User, £300,000 (three hundred thousand pounds); or
- (b) in the case of the User to the GDCC Operator, £300,000 (three hundred thousand pounds);

provided that where the User is a Supplier, the limit shall be zero pounds sterling (£0).

8.2.2 This limit applies to any kind of liability, including breach of contract, tort (including negligence and breach of statutory duty), misrepresentation or restitution, except as stated in this Clause 8.

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8.3 Exceptions

8.3.1 Without prejudice to Clause 8.3.2, nothing in this Agreement limits a Party's liability for:

- (a) injury or death caused by negligence;
- (b) Loss caused by the wilful default of, or fraudulent misrepresentation or fraudulent concealment by, that Party or its representatives;
- (c) an amount payable under the indemnity in Clause 20.7 (*Intellectual Property Rights*);
- (d) the Annual Service Fee and any Rectification Fee payable under Clause 9 (*Fees*) and any interest payable on such amounts under this Agreement;
- (e) amounts payable under paragraph 2.1 (*Interest on Daily Green Deal Charge*) of Schedule 3 (*GDCC Service Levels*) and any interest payable on such amount under this Agreement.

8.3.2 No Party shall be liable for:

- (a) any Loss arising as loss of profit, use, goodwill, revenue or contract;
- (b) any indirect or consequential Loss; or
- (c) any Loss that has already been recovered by the Party making the relevant claim.

8.4 Mitigation

8.4.1 Each Party must take reasonable steps to mitigate any Loss arising out of or in connection with this Agreement that may be the subject of a claim by it under this Agreement.

8.4.2 Without prejudice to the other provisions of this Agreement or the provisions of the GDAA:

- (a) the GDCC Operator and its employees, agents and sub-contractors shall have no liability for any claim for any loss or damage resulting from omissions or inaccuracies in GDCC Data, unless such loss or damage has been caused by the GDCC Operator failing to comply with its obligations under this Agreement;
- (b) GDCC Data are provided by the GDCC Operator on an 'as is' basis and accordingly neither the GDCC Operator nor its agents give any warranty expressly or impliedly or make any representation that the GDCC Data will be:
 - (i) suitable for any particular requirement of the User or for any particular use by the User (notwithstanding that such requirement or use or conditions may be known to the GDCC Operator or any one or more of the Suppliers);
 - (ii) compatible with the User's hardware equipment or software environment; or
 - (iii) complete or accurate or up to date.

8.4.3 Subject to Clauses 5.1(d) and 5.1(e) (*GDCC Operator's obligations*), Clause 7 (*GDCC Service Levels*) and the other provisions of this Agreement, the GDCC Operator shall not be liable, whether in contract or tort in connection with this Agreement for:

- (a) the receipt, obtaining and/or any delay or failure to receive or obtain (in each case in whole or in part) of any GDCC Data;
- (b) any loss or damage substantially caused or contributed to by failure of any systems which interface with the GDCC and which cause any GDCC performance or availability failure. Such interfacing systems shall include:

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- (i) the Data Transfer Network; and
- (ii) interfaces between the GDCC and the EPC Registers;
- (c) any corruption, omission, error, inaccuracy, incompleteness, unreliability, lack of currency or lack of updating of or in any GDCC Data provided, supplied, received or obtained pursuant to this Agreement; or
- (d) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the User's computer equipment, computer programs, data or other proprietary material due to the User's use of the GDCC or to the Users use of or uploading of any GDCC Data.

8.5 MEC and MRASCo

8.5.1 Each Party hereby agrees to the fullest extent permissible by law not to pursue any claim it may have (howsoever arising, including for breach of this Agreement, in negligence or other tort, or otherwise) against:

- (a) any MEC member and his alternate (including in his capacity as a director or alternate director of MRASCO);
- (b) the MEC secretary;
- (c) the company secretary of MRASCO;
- (d) any person who serves on a sub-committee established by MEC or the board of MRASCO; or
- (e) any member of the MEC secretariat;

in respect of any act or omission in relation to the subject matter of this Agreement; or

- (f) any Party, or affiliate of that Party, which is the employer of any person referred to in paragraphs (a) to (e) above, but solely to the extent that such person acts exclusively in the performance of MEC's specific role and functions described in this Agreement;

save that nothing in this Clause 8.5 shall restrict the ability of such Party to claim in respect of fraudulent misrepresentation, fraudulent concealment or death or personal injury resulting from negligence of any of the persons referred to in paragraphs (a) to (f) above.

9 Fees

9.1 Annual Service Fee

Where the Annual Service Fee is greater than zero, the User shall pay the GDCC Operator the Annual Service Fee in accordance with Clause 10 (*Billing and payment*).

9.2 GDCC Data Rectification Fee

9.2.1 Subject to Clause 9.2.3, where the User's User Type is "Green Deal Provider" or "Finance Party" and it:

- (a) enters or sends GDCC Data to the GDCC pursuant to its GDCC Licence;
- (b) does not have rights under the Green Deal Arrangements Agreement to re-submit or otherwise amend that GDCC Data; and
- (c) requests the GDCC Operator to amend that GDCC Data;

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the GDCC Operator shall use reasonable endeavours to procure that the GDCC Data is amended.

9.2.2 Where a request is made to amend GDCC Data under Clause 9.2.1, the GDCC Operator may, subject to Clause 9.2.3, charge the User for reasonable expenses incurred in procuring that such amendment is made (**GDCC Data Rectification Fee**).

9.2.3 The GDCC Data Rectification Fee may not exceed two hundred pounds sterling (£200) per request to amend GDCC Data.

10 Billing and payment

10.1 All payments under this Clause 10 shall be in pounds sterling to a single UK bank account, as nominated by the GDCC Operator from time to time.

10.2 A Party shall settle amounts invoiced to it under this Clause 10, within twenty (20) Working Days of receiving the invoice.

10.3 Annual Service Fee

10.3.1 Where the Annual Service Fee is greater than zero, the GDCC Operator may procure that the User is sent an invoice within five (5) Working Days of the end of each January, for an amount equal to:

$$\left(\frac{\text{Annual Service Fee}}{12} \right) \text{Complete Months}$$

where,

Complete Months means the number of complete calendar months that this Agreement was in force during the previous calendar year.

10.3.2 The User shall settle amounts invoiced under Clause 10.3.1, within twenty (20) Working Days of receiving the invoice.

10.4 GDCC Data Rectification Fees

10.4.1 Where GDCC Data Rectification Fees are payable, the GDCC Operator shall procure that the User is sent an invoice, within three (3) months.

10.4.2 The User shall pay the GDCC Data Rectification Fees, within twenty (20) Working Days of receiving an invoice under Clause 10.4.1.

10.5 Service Level Compensation

10.5.1 Where Service Level Compensation is payable under a Service Level Compliance Statement, the User shall issue an invoice to MEC for Service Level Compensation within twenty (20) Working Days of receipt of that Service Level Compliance Statement.

10.5.2 The GDCC Operator shall procure that an amount invoiced under Clause 10.5.1 is paid within twenty (20) Working Days of receipt of the invoice.

10.6 VAT

10.6.1 All amounts payable under this Agreement exclude VAT.

10.6.2 If a Party who is the payee has to account for VAT on the supply for which the amount payable under this Agreement is the consideration:

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- (a) when making the payment, the payer must pay to the payee, in addition to the amount stated, an amount equal to the VAT; and
- (b) the payee must provide a VAT invoice for the payment and VAT to the payer.

10.7 Disputed charges

- 10.7.1 If a User disputes in good faith any sum invoiced to it under this Clause 10, it shall make payment of any undisputed amount on or before the Due Date and shall give notice in writing of the amount in dispute and the reasons for the dispute to MEC, provided that a User may not raise a dispute or give a notice under this Clause 10.7 where a period of more than twelve (12) months has lapsed since the sum was invoiced to it.
- 10.7.2 Where a notice is given under Clause 10.7.1, the Parties shall seek to settle the dispute as soon as reasonably possible.
- 10.7.3 Any adjustment payment required to be made in accordance with the resolution of a dispute shall be made within ten (10) Working Days of that resolution.

10.8 Interest

- 10.8.1 If a Party fails to pay to the other Party any amount due by the Due Date as set out in this Agreement (or otherwise determined by any dispute resolution process), interest shall be payable on that amount at the Relevant Interest Rate compounded daily from and including the Due Date until, but excluding, the date payment is made.
- 10.8.2 If, following the resolution of a dispute or otherwise to correct any mistaken overpayment or underpayment made in good faith, one Party is required to pay an amount to the other Party, interest shall be payable on that amount at the Relevant Interest Rate compounded daily from the date when the amount would have been paid or not paid (as applicable) if the dispute, overpayment or underpayment had not occurred until, but excluding, the date payment is made.

11 GDCC Licence Restriction and Suspension

11.1 Disputes

For the avoidance of doubt, any dispute under this Clause 11 shall be resolved under Clause 19 (*Disputes*).

11.2 GDCC Licence Restriction

- 11.2.1 Subject to Clause 11.2.2, where the Purpose (but for this Clause) entitles the User to access the GDCC via the Data Transfer Network, the GDCC Operator may restrict the Purpose to web portal access (**Restrict**) in any of the following circumstances (**Restriction Events**):

- (a) the User is no longer a DTN Enabled User;
- (b) scheduled maintenance of the GDCC is being undertaken;
- (c) emergency maintenance of the GDCC is being undertaken; or
- (d) in the event that the Data Transfer Network is unavailable or connection is otherwise disrupted or the Data Transfer Service is unavailable or suspended;

provided that (except in the case of paragraphs (c) and (d)) it gives the User no less than twenty (20) Working Days' notice.

- 11.2.2 Where the GDCC Licence has been Restricted under Clause 11.2.1 and the relevant Restriction Event(s) ceases (or cease) to occur:

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- (a) the Restriction shall automatically be lifted; and
- (b) the GDCC Operator shall, within three (3) Working Days, notify the User by email.

11.3 GDCC Licence Suspension

11.3.1 Subject to Clause 11.3.2, the GDCC Operator may Suspend the GDCC Licence in any of the following circumstances (**Suspension Events**):

- (a) where an investigation by the GDCC Operator or its agents reveals that the User, or any of its employees, agents, consultants or contractors, has committed Misuse;
- (b) the User is in material breach of any of its obligations under this Agreement, the GDAA or the MRA and, if capable of remedy, such breach is not remedied by the User within five (5) Working Days of receipt of written notice from the GDCC Operator;
- (c) any of the User's representations or warranties under this Agreement cease to be satisfied and, if the situation is capable of remedy, the situation is not remedied by the User within twenty (20) Working Days of receipt of notice from the GDCC Operator;
- (d) the representation made by the User under Clause 2.1 (*User-specific warranties*) ceases to be true and this is not remedied by the User within forty-eight (48) hours of receipt of written notice from the GDCC Operator;
- (e) an Insolvency Event in respect of the User; however, a resolution by the User or a court order that the User be wound up for the purpose of a *bona fide* reconstruction or amalgamation will not amount to an Insolvency Event, provided the GDCC Operator has been informed of, and has consented to, the implementation of such reconstruction or amalgamation (the GDCC Operator will act reasonably in consenting to the implementation of such reconstruction or amalgamation);

provided that it gives the User no less than twenty-four (24) hours notice.

11.3.2 Where the GDCC Licence has been Suspended under Clause 11.3.1 and the relevant Suspension Event(s) has been remedied:

- (a) the Suspension shall immediately be lifted; and
- (b) the GDCC Operator shall, within twenty-four (24) hours, notify the User by email.

11.3.3 Where the Parties enter into a new GDCC access agreement in accordance with Clause 3.2 (*Commencement and duration*) and, on expiry of this Agreement, the User's GDCC Licence was Restricted or Suspended, then such Restriction or Suspension shall continue in full force and effect under the new GDCC access agreement on the same terms, until the Restriction Event or Suspension Event (as applicable) has been remedied.

12 Termination

12.1 Supplier ceasing to be a party

12.1.1 Where a Supplier ceases to:

- (a) be a party to the MRA; or
- (b) hold an Electricity Supply Licence;

that Supplier shall cease to be a Party.

12.2 Termination by the User

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12.2.1 The User may terminate this Agreement:

- (a) upon no less than twenty (20) Working Days' notice;
- (b) on written notice, if the GDCC Operator commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
- (c) the GDCC Operator commits a material breach of any of its obligations under this Agreement which capable of remedy, but which is not remedied within fifteen (15) Working Days notice to the GDCC Operator.

12.3 Consequences of termination

12.3.1 On termination of this Agreement, the GDCC Licence shall come to an end with immediate effect and the User shall:

- (a) cease to have the right to use the GDCC; and
- (b) stop using the GDCC and procure that all Authorised Persons stop using the GDCC.

12.3.2 Termination of this Agreement, or a Supplier or the User ceasing to be a Party, shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of any Party nor the coming into force or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

12.3.3 On termination of this Agreement, the provisions of Clauses 1 (*Definitions*); 2.1(b) (*User-specific warranties*); 8 (*Liability*); 10 (*Billing and payment*); 12 (*Termination*); 14 (*Confidentiality*); 15 (*Data protection and security*); 16 (*Waivers*); 17 (*Invalidity and severability*); 19 (*Disputes*); 20 (*Intellectual Property Rights*); 21 (*General*); 22 (*Changes to this Agreement*); 23 (*Publicity*); 24 (*Notices*); 26 (*Anti-bribery*); 27 (*Third party rights*); 28 (*Governing law and jurisdiction*); and any provision that expressly or by implication is intended to come into or remain in force on or after termination, will continue in full force and effect.

13 Misuse

13.1 Where any suspected Misuse comes to the attention of the GDCC Operator or any one or more of the Suppliers, including via a third party or via a security investigation (including as referred to in Clause 15.7 (*Data protection and security*)), the User will co-operate with such investigation, including by making records available and, subject to receiving reasonable prior written notice, permitting access to its business sites where necessary.

13.2 The User agrees to pay all reasonable costs associated with any investigation (where Misuse has been found) and pay any reasonable costs associated with any subsequent corrective actions that must be undertaken by the GDCC Operator to correct and/or mitigate the consequences of that Misuse, including but not limited to data corrective actions, and system and software changes required to correct such Misuse.

14 Confidentiality

14.1 Each of the GDCC Operator and the Suppliers agrees not to process any User Data, and the User agrees not to process any GDCC Data (other than User Data), except as is necessary to perform its obligations accordance with this Agreement.

14.2 Each Party (the **Receiving Party**) undertakes to use the Confidential Information only for the purposes of fulfilling its obligations under this Agreement and in relation to the Green Deal generally and, unless the relevant Parties agree otherwise in writing, each Party agrees to keep confidential and not to disclose to any person any Confidential Information without the prior written consent of the relevant other Party (the **Disclosing Party**).

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- 14.3 The Receiving Party may disclose or permit the disclosure of Confidential Information:
- (a) to its directors, officers, employees, agents, consultants, contractors and legal or other professional advisers (the **Permitted Recipients**), to the extent necessary to enable it or them to perform or cause to be performed or to enforce any of its rights or obligations under this Agreement;
 - (b) when required to do so by law; or by or pursuant to the rules or any order of any court, tribunal or agency of competent jurisdiction; or by any regulatory or governmental body having jurisdiction over it or to which it normally submits; or
 - (c) where required to do so in connection with any requirement or request to provide the same to the Secretary of State or the Authority.
- 14.4 The Receiving Party shall ensure that its Permitted Recipients who receive Confidential Information under Clause 14.3 comply with the requirements of confidentiality set out in this Agreement in the same manner as if they were the Receiving Party.
- 14.5 The provisions of this Clause 14 shall not prevent the Receiving Party from disclosing any information that:
- (a) was properly in the possession of the Receiving Party, with full right to disclose, prior to receiving it from the Disclosing Party;
 - (b) is or subsequently comes into the public domain other than as a result of a breach of this Clause 14;
 - (c) was independently developed by the Receiving Party; or
 - (d) was received from a third party which was free to divulge such information.
- 14.6 The obligations in this Clause 14 shall continue to apply for seven (7) years after expiry or termination of this Agreement.
- 14.7 Each Party shall promptly inform the Disclosing Party (or, in relation to the User's obligation under this Clause 14, inform MEC on behalf of the GDCC Operator) if it becomes aware of the possession, use or knowledge of any Confidential Information by any person not authorised to possess, use or have knowledge of such Confidential Information and shall at the request of the Disclosing Party provide such reasonable assistance as is required by that Party to mitigate any damage caused thereby.
- 14.8 Without prejudice to any other right or remedy available to the Disclosing Party, the Receiving Party shall indemnify the Disclosing Party and keep the Disclosing Party fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature, which the Disclosing Party may incur or sustain as a result of the Receiving Party failing to comply with this Clause 14.

15 Data protection and security

- 15.1 Each Party warrants that it has effected, and undertakes that it will during the Term effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement.
- 15.2 To the extent that a Party acts as Data Controller, that Party undertakes to comply with the Data Protection Act in performing this Agreement and otherwise in connection with the Green Deal.
- 15.3 For the purposes of this Agreement, the Parties acknowledge and agree that:

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- (a) regarding any User Data comprising Personal Data that are Processed by the GDCC Operator in connection with this Agreement, the GDCC Operator acts as Data Processor and the User acts as Data Controller;
- (b) regarding any GDCC Data (other than User Data) that are Processed by the User in connection with this Agreement, the GDCC Operator and the User act as joint Data Controllers;
- (c) to the extent that the GDCC Operator acts as a Data Processor (as provided under paragraph (a)), the GDCC Operator shall:
 - (i) take appropriate technical and organisational measures to protect all User Data against unauthorised or unlawful Processing and against accidental loss, destruction, alteration or damage;
 - (ii) only Process User Data in the performance of its obligations under this Agreement or the Data Transfer Services Agreement (and, (i) in respect of each Supplier, under its Electricity Supply Licence, and (ii) in respect of each Green Deal Provider, under its Provider Authorisation) and act on the User's instructions (such instructions being, as set out in this Agreement);
 - (iii) take reasonable steps to ensure the reliability of its employees who may have access to those data;
 - (iv) provide, at its own cost, reasonable assistance to the User to enable it to comply with such obligations as are imposed on the User by the Data Protection Act, including responding to any data subject access requests received in respect of which the User is the Data Controller; and
 - (v) not transfer any User Data to any country or territory outside the European Economic Area without the User's prior written consent.

15.4 Each Party shall and shall ensure that its employees, sub-contractors and agents shall:

- (a) keep all GDCC Data in its possession or control secure, and shall use the security practices and systems (including interfacing systems) applicable to the use of the GDCC Data of the standard of a Reasonable and Prudent Operator to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the GDCC Data; and
- (b) keep any Passwords in the strictest confidence, ensure those Passwords are not lent, shared, transferred or otherwise misused, and take all reasonable security precautions in the safekeeping of Passwords and in preventing their unauthorised disclosure to third parties.

15.5 If any Party becomes aware of any unauthorised or unlawful Processing of, loss of, damage to, destruction or corruption of, or misuse of any GDCC Data, or of any security breach in connection with this Agreement that could compromise the security or integrity of the GDCC Data or otherwise adversely affect the GDCC Operator or any one or more of the Suppliers or any other authorised users of the GDCC or if any Party learns or suspects that a Password has been revealed to or obtained by any unauthorised person, that Party shall promptly notify MEC and fully co-operate with MEC to remedy the issue as soon as reasonably practicable.

15.6 The GDCC Operator shall promptly restore, re-constitute and/or re-construct any GDCC Data that have been lost, damaged, destroyed, corrupted, compromised or otherwise affected, as described in Clause 15.4.

15.7 The User agrees to:

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- (a) co-operate with the GDCC Operator's reasonable security investigations (including investigations conducted by MEC on behalf of the GDCC Operator); and
- (b) pay the reasonable costs of conducting one such security investigation per calendar year.

15.8 No Party shall:

- (a) knowingly introduce to the GDCC any viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- (b) attempt to gain unauthorised access to the GDCC, the server on which the GDCC is stored or any server, computer or database connected to the GDCC (including via the Data Transfer Network); or
- (c) attack the GDCC via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, a Party would commit a criminal offence under the Computer Misuse Act 1990 and any Party may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the offending Party's identity to them. In the event of such a breach by the User, the User's right to use the GDCC will cease immediately.

15.9 The GDCC Operator shall promptly notify the User of any enquiry, complaint, notice or other communication it receives from any Data Subject or any supervisory authority (including the Information Commissioner's Office) in connection with any User Data or otherwise with this Agreement.

15.10 Each of the GDCC Operator, the Suppliers and the User undertakes that it shall not Process any Personal Data collected by another participant in the Green Deal in connection with the Green Deal for any purposes other than performing its obligations and exercising its rights under this Agreement and, in particular, shall not, and shall not seek to collect consent from relevant Data Subjects to permit it to, Process such data for its own marketing purposes or commercial promotion without the prior written consent of that other participant in the Green Deal.

15.11 Each Party (the **first Party**) shall, without prejudice to any other right or remedy available to the other Party (the **second Party**), indemnify the second Party and keep the second Party fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature, which the second Party may incur or sustain as a result of the first Party failing to comply with this Clause 15.

16 Waivers

16.1 Waiver must be in writing

16.1.1 If a Party breaches a term of this Agreement, the rights of each other Party arising from that breach cannot be waived except:

- (a) with the express written consent of the other Party; and
- (b) to the extent set out in that consent.

16.1.2 Waiver of one breach does not waive or imply waiver of any further or other breach.

16.2 Limited exercise is not a waiver

16.2.1 This Clause 16.2 applies if a Party becomes entitled to exercise any right or remedy under this Agreement or by law or regulation.

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16.2.2 No failure to exercise, no delay in exercise and no single or partial exercise of that right or remedy shall:

- (a) adversely affect that right or remedy;
- (b) waive it; or
- (c) prevent any further exercise of it or of any other right or remedy;

except to the extent the Parties have expressly agreed otherwise in writing.

16.3 Rights and remedies are cumulative

The rights and remedies arising from this Agreement are cumulative. They are not exclusive of any other rights or remedies provided by law or otherwise.

17 Invalidity and severability

17.1 If any provision of this Agreement shall be held to be invalid or unenforceable by a judgment or decision of any court of competent jurisdiction or any authority (including the Secretary of State) whose decisions shall be binding on the Parties, the provision shall be deemed to be severable and the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

17.2 In the circumstances set out in Clause 17.1, the Parties shall agree one or more provisions which may be substituted for the invalid or unenforceable provision.

18 Warranties

The User represents and warrants to the GDCC Operator, and each Supplier represents and warrants to the User that:

- (a) it is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation (and, if relevant under those laws, in good standing);
- (b) the execution, delivery and performance of the Agreement by it has been duly authorised by all necessary corporate action;
- (c) the execution, delivery and performance referred to in Clause 18(b), do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) subject to Clause 4 (*Grant of GDCC Licence*), all governmental and other licences, authorisations, permits, consents and other approvals (if any) that are required to enable the Party to fulfil any of its obligations under this Agreement have been obtained and are in full force and effect and all conditions of any such authorisations have been complied with;
- (e) no material breach of this Agreement or Insolvency Event has occurred with respect to it and no such event would occur as a result of its entering into or performing its obligations under this Agreement; and
- (f) no litigation, arbitration or administrative proceeding at law or in equity or before any court, tribunal, governmental body, agency, official or arbitrator is pending or, so far as it is aware, threatened against it or any of its Affiliates which would, if adversely determined, result in a material adverse change in its financial condition that would adversely affect its ability to perform its obligations under this Agreement.

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19 Disputes

- 19.1 Any dispute or difference of whatever nature and howsoever arising under, out of or relating to this Agreement (a **Dispute**) shall be resolved under this Clause 19 (*Disputes*).
- 19.2 The Parties shall, in good faith, endeavour to resolve Disputes within fifteen (15) Working Days.
- 19.3 Where the Parties are unable to resolve a Dispute, it shall be referred to MEC who shall attempt to resolve such dispute in accordance with its authority under the MRA within fifteen (15) Working Days.
- 19.4 Subject to first complying with the provisions set out above in this Clause 19, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the Parties irrevocably submit.
- 19.5 Where the User is a party to the GDAA, the Parties may agree to refer a Dispute instead to the dispute resolution procedure under the GDAA; in which case, the outcome of that procedure will be binding on the User, GDCC Operator and each of the Suppliers.

20 Intellectual Property Rights

- 20.1 This Agreement does not assign any IPR existing at or prior to the Commencement Date. No Party may assert ownership over any other Party's pre-existing IPR.
- 20.2 Subject to Clause 20.4, the GDCC Operator and/or their licensors shall retain all right, title and interest in all GDCC Operator IPR. To the extent that any such right, title or interest vests in the User, it hereby assigns to the GDCC Operator (or their nominee) with full title guarantee by way of present and future assignment, all such right, title or interest (including all IPR).
- 20.3 The GDCC Operator hereby grants to the User for the duration of the Term, a non-exclusive, royalty-free, non-assignable, revocable licence to use, and sub-license (only on terms no less onerous than those set out in this Agreement) the use of, the GDCC Operator IPR in the United Kingdom, solely and to the extent necessary for the User to perform its obligations under this Agreement, under the GDAA and otherwise for the purposes of Green Deal, in accordance with the terms of this Agreement.
- 20.4 Subject to Clause 20.6, the User and/or its licensors shall retain all right, title and interest in all User Data, including all User IPR. To the extent that any such right, title or interest vests in any one or more of the Suppliers, those Suppliers hereby assign to the User (or its nominee) with full title guarantee by way of present and future assignment, all such right, title or interest (including all IPR).
- 20.5 The User hereby grants to the GDCC Operator for the duration of the Term, a non-exclusive, royalty-free, non-assignable, revocable licence to use, and sub-license (only on terms no less onerous than those set out in this Agreement) the use of, the User IPR in the Territory, solely and to the extent necessary to perform their obligations under and in accordance with this Agreement and the GDAA.
- 20.6 Subject to the IPR, Confidential Information and other rights the GDCC Operator or its licensors have under or in connection with this Agreement, any Derived Data created by or on behalf of the User shall, as between the Parties, be deemed to be User IPR.

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- 20.7 Each Party (the **first Party**) shall, without prejudice to any other right or remedy available to the other Party (the **second Party**), indemnify the second Party and keep the second Party fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature, which the second Party may incur or sustain as a result of any claim that the first Party's IPR licensed to the second Party under this Clause 20 infringes any third party's IPR. This liability of the first Party shall be unlimited.

21 General

- 21.1 This Agreement (as amended from time to time) contains the entire agreement and understanding between the Parties relating to its subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between them. Each Party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation or fraudulent concealment, it has not relied on any representation, warranty or undertaking that is not contained in this Agreement or any document referred to in it.
- 21.2 Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- 21.3 All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- 21.4 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 21.5 As between the User on the one hand and the GDCC Operator and each Supplier on the other, nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting any Party as the agent of another Party for any purpose whatsoever and no Party shall have the authority or power to bind another Party or to contract in the name of or create a liability against another Party in any way or for any purpose.
- 21.6 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 21.7 The User may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement, except as permitted under this Agreement or under the GDAA.
- 21.8 A Party may sub-contract any or all of its obligations under this Agreement as it in its absolute discretion sees fit. For the avoidance of doubt, that Party shall be responsible for its obligations under this Agreement that are performed by any sub-contractor, agent or consultant and for the acts or omissions of each sub-contractor, agent or consultant as if they were acts or omissions of the Party.

22 Changes to this Agreement

- 22.1 No Party may amend or change this Agreement without the consent of the other Parties and the other authorised users of the GDCC, obtained in accordance with this Clause 22.
- 22.2 Any Party that wishes to change this Agreement may submit a change proposal to MEC, requesting that such change be made; and the GDCC Operator shall procure that MEC shall notify such change for consideration to all Suppliers and other authorised users of the GDCC

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within five (5) Working Days of the request being made, and provide a deadline for approval (which shall be no less than twenty (20) Working Days).

- 22.3 Each Party shall in good faith give due consideration to any change proposal.
- 22.4 Provided no Party and no other authorised user of the GDCC objects to the change proposal by the deadline set by MEC, all Parties shall be deemed to have accepted and agreed to the change proposal; and this Agreement shall be amended accordingly.
- 22.5 Where any change to this Agreement has been agreed in accordance with this Clause 22, the GDCC Operator shall propose a corresponding change to Part 2 of Schedule 15 of the MRA, in accordance with the MRA change procedures.

23 Publicity

- 23.1 The User shall not, without the prior written consent of the GDCC Operator (such consent not to be unreasonably withheld or delayed) use or refer to any trade mark, trade name or brand of the GDCC Operator or any Supplier or any of their agents.
- 23.2 The User hereby agrees that the GDCC Operator may publicise the User's name and address as detailed within this Agreement and as reasonably deemed appropriate by the GDCC Operator on the MRASCo Website.

24 Notices

- 24.1 Any notice or other communication to be made by one Party to the other under or in connection with this Agreement shall be delivered that other Party as follows:
- (a) if to the GDCC Operator:
- GDCC Central Administration Service
c/o MRASCo Ltd
10 Fenchurch Street
London EC3M 3BE
- Email: gdcc@gemserv.com
- (b) if to the User, it shall be delivered on behalf of the GDCC Operator by MEC to the contact person specified in Part 2 of Schedule 1 (*Contract and User details*) (or to any such other contact as may from time to time be notified by the User to the GDCC Operator).
- 24.2 Unless otherwise expressly stated, notices may be given by email. A notice given by email is effective only when received by the intended recipient in a readable form.
- 24.3 Where a notice is expressly required to be given in writing and it is:
- (a) delivered by hand, it is effective at delivery;
- (b) sent by fax, it is effective on the next Working Day after the fax was sent; and
- (c) sent by post, it is effective:
- (i) (for UK mail) on the second Working Day after posting; and
- (ii) (for international mail) on the seventh Working Day after posting.
- 24.3.2 For the purpose of this Clause 24 and calculating deemed receipt all references to time are to local time in the place of deemed receipt.

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25 Force majeure

- 25.1 A Party will not be in breach of this Agreement nor be liable for any failure or delay in performance of any obligations under this Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such Party complies with the obligations set out in this Clause 25.
- 25.2 A Force Majeure will not entitle any Party to terminate this Agreement.
- 25.3 Each Party shall have in place at all times whilst this Agreement is in force a business continuity plan which it shall implement immediately on awareness of a Force Majeure.
- 25.4 The Party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 25.5 The Party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.

26 Anti-bribery

- 26.1 Each Party warrants that it has complied, and undertakes that it will continue to comply with, all anti-bribery and anti-corruption legislation applicable to it, including the Bribery Act 2010, and shall use reasonable endeavours to procure that its officers, employees, directors, agents and representatives comply with all such laws.
- 26.2 Each Party shall maintain policies and procedures dealing with bribery and corruption which that Party (acting reasonably) believes are proportionate to the risks of bribery and corruption to which that Party is exposed. Each Party shall supply a copy of all such written policies and procedures, and (if practicable) a written summary of any that are not in writing, to any other Party upon that other Party's request.

27 Third party rights

- 27.1 Subject to Clause 27.2, a person who is not Party may not enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 27.2 Clause 8.5 (*MEC and MRASCo*) contains terms expressly for the benefit of the persons listed in paragraphs 8.5.1(a) to 8.5.1(f) of that Clause. Under the Contracts (Rights of Third Parties) Act 1999, those persons may, therefore, enforce the terms in that Clause 8.5 (*MEC and MRASCo*).
- 27.3 Clause 8.5 (*MEC and MRASCo*) may not be changed, unless, at the time of the change:
- (a) no person listed in paragraphs 8.5.1(a) to 8.5.1(f) of Clause 8.5 would suffer any material adverse impact; or
 - (b) MEC gives written consent, provided that consent shall be deemed to have been given if no response is received within twenty (20) Working Days of MEC receiving a change proposal for the proposed change pursuant to Clause 22.2 (*Changes to this Agreement*).

28 Governing law and jurisdiction

English law governs this Agreement and its interpretation and the parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement. Each party agrees to waive any objection to the English courts, whether on the grounds of venue or that the forum is not appropriate.

Schedule 1 – Contract and User details

Part 1: Annual Service Fee

Zero

Part 2: User

Details: *[Name, registered number and registered or principal office]*

Capacity: *[Green Deal Licensee] / [Green Deal Provider] / [Finance Party]*

[Licensed Gas Supplier]

[Licensed Distributor] / [MPAS Agent]

[Remittance Processor]

[Energy Savings Advice Service]

[Government Incentive Scheme Administrator]

Contact: *[contact person's name (including title and department), telephone number and email address]*

Part 3: Suppliers comprising the GDCC Operator

All MRA Supplier parties, as listed and published by the GDCC Operator from time to time on the MRASCo Website.

Schedule 2 – GDCC access rights

1. GDCC access rights

1.1 For the purposes of Clause 4 (*Grant of GDCC Licence*), the User's access rights shall be determined by reference to its User Type and the Purpose, as set out below.

User Type	Purpose	
	via the DTN	via the GDCC Operator's web portal
Green Deal Licensee	In accordance with the GDAA and the MRA: (a) access, send and receive GDCC Data; (b) create Derived Data and input them to the GDCC.	Access and view GDCC Data identified in the Annex to this Schedule.
Green Deal Provider	In accordance with the GDAA: (a) access, send and receive GDCC Data; (b) create Derived Data and input them to the GDCC.	Access and view GDCC Data identified in the Annex to this Schedule.
Finance Party	Subject to paragraph 1.2 below: In accordance with the GDAA: (a) access, send and receive GDCC Data; (b) create Derived Data and input them to the GDCC.	Subject to paragraph 1.2 below: Access and view GDCC Data identified in the Annex to this Schedule.
Licensed Distributor	In accordance with the MRA, access, send and receive GDCC Data.	Access and view GDCC Data identified in the Annex to this Schedule.
MPAS Agent	In accordance with the MRA, access, send and receive GDCC Data.	Access and view GDCC Data identified in the Annex to this Schedule.
Remittance Processor	Access, send and receive GDCC Data, via the DTN, for the purposes envisaged for "Remittance Processors" in the GDAA.	Access and view GDCC Data as set out in the Annex to this Schedule, for the purposes envisaged for "Remittance Processors" in the GDAA.
Licensed Gas Supplier	None	Access and view GDCC Data as set out in the Annex to this Schedule, for the purposes of Standard Condition 19C of its Gas Supply Licence.
Energy Savings Advice Service	None	Access and view GDCC Data identified in the Annex to this Schedule.
Green Deal Government Incentive Scheme Administrator	None	Access and view GDCC Data identified in the Annex to this Schedule.

1.2 Where the User's User Type is "Finance Party", its GDCC Licence shall not come into effect until such time that a Green Deal Provider sends a notification to the GDCC under Clause 16.4.1 of the GDAA, in respect of that User.

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Annex – Web portal access rights

Data	User Type								
	Distribution Businesses	MPAS Agents	Green Deal Licensees	Green Deal Providers	Finance Parties	Remittance Processors	Energy Savings Advice Service	Licensed Gas Suppliers	Government Incentive Scheme
Green Deal Plan details (including, but not limited to, Green Deal Plan ID, Green Deal Plan End Date, Green Deal MPAN Core and Status)	X	X	X	X	X	X	X	X	X
Identity of organisations relating to a Green Deal Plan (including, but not limited to, Green Deal Provider, Green Deal Licensee and Remittance Processor)			X	X	X	X	X		X
History of Green Deal Provider(s) relating to a Green Deal Plan			X	X	X	X	X		X
History of Green Deal Licensee(s) relating to a Green Deal Plan			X	X	X	X	X		
Default Bill Payer details for a Green Deal Plan (including, but not limited to, name and address)			X	X	X				
Savings information for a Green Deal Plan (including, but not limited to, Green Deal Electricity Savings, Green Deal Gas Savings and Green Deal Other Fuel Savings)			X	X	X		X	X	
Charge information for a Green Deal Plan (including, but not limited to, Daily Green Deal Charge, Green Deal Charge Start Date and Green Deal Charge End Date for each Charge Period)			X	X	X	X	X		X

NOTES: (1) “X” denotes web access rights when accessing via the GDCC Operator’s web portal.
 (2) Capitalised Terms in the column “GDCC Data” have the meanings given in Clause 1.1 of, and paragraph 2.2 of Schedule 3 to, the GDAA.

Schedule 3 – GDCC Service Levels

This Schedule shall only apply in accordance with Clause 7 (*GDCC Service Levels*).

1 Service Levels

(a) Daily GDCC Availability

Area	Service Description	Service Level	Compensation
Acceptance of Green Deal Arrangements Data following Installation	For each Green Deal Plan, acceptance by the GDCC Operator of a valid notification submitted under Clause 10.2.1 of the GDAA, which contains a Green Deal Charge Start date that is not less than twenty (20) Working Days from the date of such notification (Initial Notification).	One hundred percent (100%) by: (i) the end of the Working Day (where the data were entered before 2pm); or (ii) by the end of the next Working Day (where the data were entered after 2pm).	Interest on Daily Green Deal Charge

(b) Monthly GDCC Availability

Area	Service description	Service Level	Compensation
Monthly GDCC availability	Total GDCC Availability (on a Working Hours basis) in a calendar month.	At least 97%	Contractual damages

2 Compensation

Where the GDCC Operator fails to meet any Service Level in paragraph 1 of this Schedule 3, the relevant compensation to be calculated by reference to the column headed “Compensation” for that Service Level, shall be as follows:

2.1 Interest on Daily Green Deal Charge

The Service Level Compensation shall be equivalent to the interest payable on the Daily Green Deal Charge (specified in the Initial Notification) at the Relevant Interest Rate compounded daily, for the number of Compensation Days.

2.2 Contractual damages

The Service Level Compensation shall be a court award (if any) for damages for breach of contract.

3 Definitions

Unless expressly stated otherwise in this Agreement (including this Schedule 3), all capitalised terms in this Schedule 3 shall have the same meaning as in the GDAA.

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Compensation Days means GDCC Unavailability – (Relevant Working Days – 20)

GDCC Unavailability means the number of Working Days by which the Service Level in Table 1(a) has been exceeded.

Initial Notification has the meaning given in table 1(a) of this Schedule 3.

Relevant Working Days means the number of Working Days between the date of the Initial Notification and the date of the first Green Deal Charge Start Date in the Initial Notification.

GDCC Availability means availability of the GDCC for access by the User during Working Hours. For the avoidance of doubt, for the purposes of determining availability of the GDCC, time spent by the GDCC Operator on any planned or emergency maintenance shall be included.

Working Hours means 9am to 5pm on any Working Day.

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Signed by the parties [or their duly authorised representatives]

Signed by)
duly authorised for and)
on behalf of)
GDCC Operator) _____

Signed by)
duly authorised for and)
on behalf of)
[Name]) _____