

DATED 1 October 2012

ELECTRICITY SUPPLIERS

and

GREEN DEAL PROVIDERS

and

FINANCE PARTIES

each as named herein

GREEN DEAL ARRANGEMENTS AGREEMENT

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THIS AGREEMENT is made on the 1st day of October 2012.

BETWEEN:

- (1) **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 1 of Schedule 1 (each, a **Supplier**);
- (2) **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 2 of Schedule 1 (each, a **Green Deal Provider**); and
- (3) **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 3 of Schedule 1 (each, a **Finance Party**),

(each a **party**, and together, the **parties**).

WHEREAS:

- (A) The Framework Regulations, made pursuant to section 3(1) of the Energy Act, establish a scheme to make provision for certain matters relating to the Green Deal.
- (B) Regulation 24(1)(b) of the Framework Regulations requires each Green Deal Provider to enter into and comply with an agreement with certain licensed electricity suppliers as a condition of its authorisation.
- (C) Section 1(6)(d) of the Energy Act requires relevant licensed electricity suppliers (being licensed electricity suppliers who are participants in the Green Deal) to act as agent and trustee for the relevant Green Deal Provider (unless they are the same person).
- (D) Standard Condition 38 (*Green Deal Arrangements Agreement*) of an Electricity Supply Licence provides that there shall be an agreement between those electricity supply licensees who are mandatory or voluntary participants in the Green Deal, all Green Deal Providers and such other persons as are appropriate parties for payment and remittance purposes or continuity purposes.
- (E) The objective of this agreement is to establish an effective mechanism for:
 - (a) the collection of Green Deal Charges through electricity bills by Mandatory Green Deal Suppliers and Voluntary Green Deal Suppliers; and
 - (b) the remittance of these payments to Green Deal Providers or their nominees,so as to enable the efficient use of energy to be promoted under the Green Deal and to do so in a way which protects the interests of consumers, promotes effective competition between electricity suppliers, promotes effective competition between Green Deal Providers and promotes the efficient use of energy.
- (F) The objective of this agreement for the purposes of the Standard Condition 11 (*Green Deal Arrangements Agreement*) of an Electricity Supply Licence and for the purposes of Authority decisions to be taken by reference to the objective of this agreement is that as outlined in Recital (E) save that the words “promotes effective competition between Green Deal Providers” are excluded.

- (G) Paragraph 10 of Standard Condition 11 (*Compliance with codes*) of an Electricity Supply Licence provides for certain requirements, including a requirement that a licensed electricity supplier that is a Mandatory Green Deal Supplier must be a party to this Agreement.
- (H) This Agreement is the agreement for the purposes of regulation 24(1)(b) of the Framework Regulations and Standard Condition 38 (*Green Deal Arrangements Agreement*) of an Electricity Supply Licence.
- (I) The parties consider that, for the purposes of Standard Condition 38 (*Green Deal Arrangements Agreement*) of an Electricity Supply Licence, persons who intend to be assigned the right to receive Green Deal Charges are capable of being appropriate parties to this Agreement for payment and remittance purposes.
- (J) This Agreement has been approved by the Secretary of State.
- (K) Each Supplier, Green Deal Provider and Finance Party accordingly agrees to enter into this Agreement on the basis of the terms and conditions set out below.

WITHDRAWN

Part 1: Preliminary

WITHDRAWN

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, the following definitions apply.

Accession Agreement	means an agreement substantially in the form set out in Schedule 2.
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.
Aggregate Mandatory Suppliers' Quarterly Payment	has the meaning given in Clause 13.3.3.
Application for Accession	means an application for accession to this Agreement, substantially in the form set out in Part A of Schedule 2.
Authority	means the Gas and Electricity Markets Authority established by section 1(1) of the Utilities Act 2000.
Authority Priority Provisions	has the meaning given in Clause 7.1.2.
Base Amount	has the meaning given in Clause 13.2.1.
Central Charge Database	means the database established and maintained in accordance with Standard Condition 35 (<i>Central Charge Database</i>) of an Electricity Supply Licence and the Master Registration Agreement.
Change of Green Deal Provider Validation	means the validation identified as such in Schedule 3.
Change Proposal Procedures	means those procedures agreed and issued by the Panel under Clause 7.5.
Change Proposal	means a Notice from any party or parties in accordance with the Change Proposal Procedures suggesting an amendment to this Agreement.
Charge Period	means a period that has a Green Deal Charge Start Date and Green Deal Charge End Date and, for each day in that period, the same Daily Green Deal Charge.
Charges	means Charges for the Supply of Electricity and Green Deal Charges.

Charges for the Supply of Electricity	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Cleared Funds	means funds standing to the credit of an account of the recipient of such funds that are available to be withdrawn or used in financial transactions following the clearing of such funds through any applicable cash settlement system.
Climate Change Levy	means the levy introduced by section 30 of, and Schedule 6 to, the Finance Act 2000 and any regulations made under that schedule.
Code of Practice	means the code of practice from time to time in force, issued by the Secretary of State under regulation 10 of the Framework Regulations.
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 the government of the United Kingdom or the European Union.
Cooling-off Period	means a cooling-off period under the Consumer Credit Act 1974 or, where no such period applies, any period for cooling off agreed under a Green Deal Plan.
Confidential Information	means all information a party obtains as a result of entering into or performing this Agreement, which relates to any other party's business, customers, financial or other affairs.
Contract Manager	has the meaning given in Clause 26.1.1.
Daily Green Deal Charge	means, for a Green Deal Plan and a particular day, the daily amount of Green Deal Charges expressed in pound sterling.
Data Controller	has the meaning given to "data controller" in section 1 of the Data Protection Act.
Data Flow	means the relevant data flow set out in the Data Transfer Catalogue, as summarised in Schedule 4.
Data Processor	has the meaning given to "data processor" in section 1 of the Data Protection Act.
Data Protection Act	means the Data Protection Act 1998.
Data Subject	has the meaning given to "data subject" in section 1 of the Data Protection Act.
Data Transfer Catalogue	means the catalogue of data flows, data definitions and data formats prepared under the Master Registration Agreement, as amended under that agreement from time to time.

Data Transfer Network	means the electronic network of that name, referred to in the Data Transfer Service Agreement, which is provided as part of the Data Transfer Service which has been procured by licensed electricity distributors through the Service Controller.
Data Transfer Service	means the service referred to in Section B of Standard Condition 37 (<i>Provision of the Data Transfer Service</i>) of an Electricity Distribution Licence, which is a service required to be provided by each licensed electricity distributor and which is provided through the Service Controller pursuant to the Data Transfer Services Agreement.
Data Transfer Service 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".
Debt Threshold	means: <ul style="list-style-type: none"> (a) for Domestic Customers, the debt limit for the transfer of Prepayment Meter customers set out in paragraph 6 of Standard Condition 14 (<i>Customer transfer blocking</i>) of an Electricity Supply Licence; and (b) for Non-Domestic Customers, two times the threshold for Domestic Customers in paragraph (a) above.
DECC Representative Member	has the meaning given in Clause 5.4.1.
Default Bill Payer	means, if there is no supply of electricity to Green Deal Premises, the person who is treated as the Green Deal Bill Payer under regulation 6 of the Framework Regulations.
Defendant Party	has the meaning given in Clause 27.3.4.
Derogation Request	has the meaning given in Clause 25.2.1.
Disconnect	means to permanently de-energise a connection point, within the meaning of "Disconnect" as defined in the Distribution Connection and Use of System Agreement.
Dispute	has the meaning given in Clause 27.1.
Disputes Committee	has the meaning given in Clause 27.2.1.
Disputing Party	has the meaning given in Clause 27.2.3.
Dissatisfied Party	has the meaning given in Clause 5.13.1 or 20.6.4 (as the context requires).

Distribution Connection and Use of System Agreement	means the agreement of that name required to be maintained pursuant to Standard Condition 22 (<i>Distribution Connection and Use of System Agreement</i>) of the Electricity Distribution Licence.
Domestic Customer	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
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 Clauses 12.2.1(a), 12.4.6 or 15.2.
Electricity Account Number	has the meaning given in the Data Transfer Catalogue.
Electricity Act	means the Electricity Act 1989.
Electricity Central On-line Enquiry Service (or ECOES)	means the service of that name established, operated and maintained under clause 31.1 of the Master Registration Agreement.
Electricity Customer	has the meaning given to “Customer” in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Electricity Data	means the following data, as applicable to an Electricity Customer: <ul style="list-style-type: none"> (a) each MPAN Core; and (b) the relevant Electricity Account Number.
Electricity Distribution Licence	means a licence to distribute electricity granted or treated as granted by the Authority pursuant to section 6(1)(c) of the Electricity Act.
Electricity Supply Contract	means a “Contract” or a “Deemed Contract”, as such terms are defined in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.

Electricity Supply Licence	means a licence to supply electricity granted or treated as granted by the Authority pursuant to section 6(1)(d) of the Electricity Act.
Energy Act	means the Energy Act 2011.
Energy Code	means any document (other than this Agreement) maintained in accordance with the conditions of licences under section 6(1)(c) or 6(1)(d) of the Electricity Act, including the Master Registration Agreement and the Data Transfer Service Agreement.
Energy Code Matter	means any matter that a Panel Member reasonably considers is materially relevant, or is likely to be materially relevant, to an Energy Code.
Energy Performance Certificate	<p>has the meaning given to "energy performance certificate" in regulation 2(1) of (as the context requires):</p> <ul style="list-style-type: none">(a) the EPC England and Wales Regulations; or(b) the EPC Scotland Regulations.
EPC England and Wales Regulations	means the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.
EPC Reference Number	<p>means the unique reference number under which data is registered pursuant to (as the context requires):</p> <ul style="list-style-type: none">(a) regulation 31(3)(a) of the EPC England and Wales Regulations; or(b) regulation 10(5)(a) of the EPC Scotland Regulations.
EPC Register Post-Installation Validation	means the validation identified as such in Schedule 3.
EPC Register Pre-Installation Validation	means the validation identified as such in Schedule 3.
EPC Registers	<p>means the relevant registers referred to in:</p> <ul style="list-style-type: none">(a) regulation 31(1) of the EPC England and Wales Regulations; or(b) regulation 10(1) of the EPC Scotland Regulations.
EPC Scotland Regulations	means the Energy Performance of Buildings (Scotland) Regulations 2008.
EPC UPRN	means the Energy Performance Certificate Unique Property Reference Number.

Erroneous Registration	means a transfer of an Electricity Customer to a New Supplier where that New Supplier determines that there is no valid contract or deemed contract in place, within the meaning of “Erroneous Registration” as defined in the Master Registration Agreement.
Event of Default	has the meaning given in Clause 19.1.
Event of Default Decision	means any decision of the Panel under Clause 20.3.
Event of Default Meeting	means a meeting of the Panel in which the Panel considers matters relating to, or makes, an Event of Default Decision.
Expected Amount	means the relevant amount calculated under paragraph 1.1(a), 1.2(a), 1.3.3(a), 1.4.1(a) or 1.5.3(a) of Schedule 6.
Fail	means the result of a validation check under Clause 10 or Schedule 3 (as applicable) that is not a Pass.
Fair Processing Notice	means such fair processing notice as is adequate to satisfy the fair processing requirement of paragraph 1 of Schedule 1 of the Data Protection Act of each Data Controller involved in the relevant Green Deal Plan, and which complies with the requirements set out in Schedule 9.
Finance Party Green Deal Charges	means, on any date and in respect of a Finance Party that has one or more Nominated Green Deal Plans in force in relation to it, all Green Deal Charges payable (whether or not yet due on or after such date) to such Finance Party under those Nominated Green Deal Plans which it has been assigned the right to receive such Green Deal Charges.
Finance Party Priority Provisions	has the meaning given in Clause 7.1.3.
Force Majeure	has the meaning given in Clause 24.1.
Framework Regulations	means the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012.
GDCC Access Agreement	means an agreement for the access and use of the Central Charge Database, substantially in the form that will be set out in Schedule 15 of the Master Registration Agreement, and the parties acknowledge that as at the date of this Agreement, the form of the GDCC Access Agreement has not yet been established under the Master Registration Agreement.
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.
Green Deal Arrangements Data	means the data identified in Paragraph 3 of Standard Condition 35 (<i>Central Charge Database</i>) of an Electricity Supply Licence.

Green Deal Bill Payer	means a "bill payer" within the meaning of regulation 2(1) of the Framework Regulations.
Green Deal Bill Payer's Account	means an account to which Charges for the Supply of Electricity and/or Green Deal Charges payable by a Green Deal Bill Payer are accrued.
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.
Green Deal Charge End Date	has the meaning given to "GD Charge End Date" in the Data Transfer Catalogue.
Green Deal Charge Start Date	has the meaning given to "GD Charge Start Date" in the Data Transfer Catalogue.
Green Deal Electricity Savings	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Green Deal Gas Savings	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Green Deal MPAN Core	has the meaning given in the Data Transfer Catalogue.
Green Deal MPAN Core Validation	means the validation identified as such in Schedule 3.
Green Deal Other Fuel Savings	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Green Deal Plan	has the meaning given to "green deal plan" in section 1(3) of the Energy Act.
Green Deal Plan End Date	has the meaning given to "GD Plan Actual End Date" in the Data Transfer Catalogue.
Green Deal Plan ID	means a unique alphanumeric reference for a Green Deal Plan, created by the Central Charge Database.
Green Deal Premises	means a premises in respect of which Green Deal Charges are owed to a Green Deal Provider.
Green Deal Provider Members	has the meaning given in Clause 5.4.1.
Green Deal Relevant Date	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence which, as at the date of this Agreement, is: <ul style="list-style-type: none"> (a) 1 October 2012; or (b) 31 December each year.

Group	has the meaning given to “group undertaking” in section 1161(5) of the Companies Act 2006 and group companies are members of the same group at the relevant time
Improver	has the meaning given to “improver” in section 2(2) of the Energy Act.
Initial Data Validation	means the validation identified as such in Schedule 3.
Installation	means an installation to the satisfaction of the Improver (and, where the Improver is not the Green Deal Bill Payer, the Green Deal Bill Payer) of the energy efficiency measures agreed in the Green Deal Bill Payer's Green Deal Plan.
Interested Persons	means: <ul style="list-style-type: none"> (a) each party's Contract Manager; (b) the Secretary of State; (c) the Authority; and (d) the MRA Executive Committee.
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 EPC England and Wales Regulations; or (b) “keeper” in regulation 2(1) of the EPC Scotland Regulations.
Loss	means all costs, losses, expenses, payments, damages, liabilities, interest and the amounts by which rights or entitlements to amounts have been reduced.
Mandatory Green Deal Supplier	has the meaning given to “Mandatory Green Deal Licensee” in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence which, as at the date of this Agreement, means a Supplier that as at a Green Deal Relevant Date: <ul style="list-style-type: none"> (a) supplied electricity to at least 250,000 Electricity Customers; or (b) together with its Affiliates jointly supplied electricity to at least 250,000 Electricity Customers.
Mandatory Supplier Member	has the meaning given in Clause 5.4.4(b).
Mandatory Supplier Quarterly Payment	has the meaning given in Clause 13.3.5.

Master Registration Agreement	means the agreement of that name required to be maintained pursuant to Standard Condition 23 (<i>Master Registration Agreement</i>) of an Electricity Distribution Licence.
MPAN Core	has the meaning given in the Data Transfer Catalogue.
MRA Agreed Procedure	means a procedure of that name agreed and issued by the MRA Executive Committee from time to time.
MRA Executive Committee	has the meaning given in the Master Registration Agreement.
New Supplier	has the meaning given in the Master Registration Agreement.
Nominated Agreement	means: <ul style="list-style-type: none"> (a) this Agreement; (b) the Master Registration Agreement; (c) the Data Transfer Service Agreement; (d) any other agreement specified as such by the Panel; and (e) any agreement which the Secretary of State or the Authority from time to time approves as such.
Nominated Green Deal Plan	means a Green Deal Plan that is subject to a Notice of Transfer.
Nominee Remittance Person	has the meaning given in Clause 12.1.1(b).
Non-Domestic Customer	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Non-Domestic Electricity Supply Contract	means a “Non-Domestic Contract” or a “Deemed Contract” for Non-Domestic Premises, as such terms are defined in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Non-Domestic Premises	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Notice of Transfer	means a notice of transfer substantially in the form set out in Schedule 8.
Notices	has the meaning given in Clause 31.1.1, and Notice and notify shall be construed accordingly.
Old Supplier	has the meaning given in the Master Registration Agreement.

Operational Issues	means any issue or problem perceived by one or more parties arising out of the operation of the arrangements under this Agreement designed to facilitate the performance of the obligations in this Agreement.
Operational Procedures	means those procedures agreed and issued by the Panel under Clause 7.6.2.
Outstanding Charges	means either (and subject always to the definitions of "Outstanding Charges" or "Non-Domestic Outstanding Charges" in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence): <ul style="list-style-type: none"> (a) in respect of a Domestic Customer, an amount of any Charges which is due to a Supplier from that Customer, having been demanded in writing at least twenty-eight (28) days previously and remains unpaid; or (b) in respect of a Non-Domestic Customer, an amount of any Charges which is due to a Supplier under a Non-Domestic Electricity Supply Contract, and which remains unpaid.
Panel	means the body constituted under Clause 5.
Panel Chairperson	means the person appointed from time to time under Clause 5.8.1(a).
Panel Costs	has the meaning given in Clause 6.3.2(b).
Panel Member	has the meaning given in Clause 5.4.1.
Panel Secretary	has the meaning given in Clause 5.9.1.
Pass	has the relevant meaning given in Clause 10 or Schedule 3 (as applicable).
Performance Level	means a performance level under Schedule 7.
Performance Level Compensation	means the relevant category of compensation specified under Schedule 7, for failing to meet an applicable Performance Level.
Personal Data	has the meaning given to "personal data" in section 1 of the Data Protection Act.
Prepayment Meter	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
Processing	has the meaning given to "processing" in section 1 of the Data Protection Act, and Process shall be construed accordingly.

Proposed New Party	has the meaning given in Clause 4.1.1.
Proposer	has the meaning given to it in Clause 7.3.1.
Provider Authorisation	means an authorisation granted by the Secretary of State pursuant to regulation 16 of the Framework Regulations.
Quarter	means a period of three calendar months commencing on the first day of January, April, July and October.
Quarterly Compliance Statement	<p>means a written confirmation by a Supplier confirming, to the best of its knowledge and belief, the following information for a Quarter:</p> <ul style="list-style-type: none"> (a) the relevant Green Deal Plans; (b) a summary of the Supplier's aggregate performance against each applicable Performance Level and the total amount of Performance Level Compensation (if any) payable by the Supplier to the relevant party; and (c) where the Supplier has failed to meet any Performance Level, the number of calendar days by which the Performance Level was failed and the corresponding Performance Level Compensation payable, on a per Green Deal Plan basis.
Quarterly Invoice	has the meaning given in Clause 15.1.
Quarterly Payment	has the meaning given in Clause 13.2.1.
Quarterly Payment Bank Account	means a single UK bank account for the receipt of Quarterly Payments payable under this Agreement, as nominated jointly by Suppliers from time to time.
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.
Reclaimed Amount	has the meaning given in Clause 12.4.1.
Related Consents	means Electricity Supply Licences and Provider Authorisations.
Related Undertaking	in relation to any party means any undertaking in which that party has a participating interest as defined by section 421A of the Financial Services and Markets Act 2000.

Relevant Instrument	means: <ul style="list-style-type: none"> (a) the Electricity Act and all subordinate legislation made under the Electricity Act; (b) Chapter 1 of Part 1 of the Energy Act and all subordinate legislation made under it; (c) the Data Protection Act and all subordinate legislation made under the Data Protection Act; (d) any Electricity Supply Licence and any determination or notice made or issued by the Authority pursuant to the terms thereof; and (e) any Provider Authorisation and any determination or notice made or issued by the Secretary of State pursuant to the terms thereof.
Relevant Interest Rate	means, for the period commencing: <ul style="list-style-type: none"> (a) from the Due Date up to and including fourteen (14) calendar days after the Due Date, the rate offered to leading banks in the London interbank market at or about 11.00 am on the date of a sterling advance for a one (1) month period, plus two percent (2%); and (b) after the period in paragraph (a) above, the greater of: <ul style="list-style-type: none"> (i) six percent (6%); and (ii) the rate offered to leading banks in the London interbank market at or about 11.00 am on the date of a sterling advance for a one (1) month period, plus two percent (2%).
Relevant Plans	has the meaning given in Clause 6.3.2(b).
Remittance Amount	means the relevant amount to be remitted, as calculated under Schedule 6, for remittance to the relevant Remittance Bank Account under Clause 12.1.
Remittance Bank Account	means a UK bank account for the remittance of Green Deal Charges.
Remittance Date	means the relevant date on which Green Deal Charges are due to be remitted, as determined under Schedule 6.
Remittance Information	means the information contained in Schedule 5 for the purposes of bi-directional data flows between a Supplier and a Remittance Person.

Remittance Person	means: (a) a Green Deal Provider; or (b) a Nominee Remittance Person.
Remittance Processor	has the meaning given in Clause 12.6.1.
Reporting Party	has the meaning given in Clause 20.1.3
Required Authorisations	means: (a) in the case of a Supplier, an Electricity Supply Licence; and (b) in the case of a Green Deal Provider, a Provider Authorisation.
Secretary of State	means the Secretary of State for Energy and Climate Change, or such other person(s) it has notified the parties as being appointed to act on its behalf for the purposes of this Agreement or any Clause in this Agreement.
Security Deposit	has the meaning given in Standard Condition 1 (<i>Definitions for standard conditions</i>) of an Electricity Supply Licence.
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).
Supplier Bank Account	means a UK bank account for the receipt of Reclaimed Amounts payable under this Agreement, as specified on the Central Charge Database by a Supplier from time to time.
Supplier Members	has the meaning give in Clause 5.4.1.
Supplier Verification	has the meaning given in Clause 10.1.5.
Suspected Party	has the meaning given in Clause 20.1.1.
Third Party Claim	has the meaning give in Clause 27.3.5.
Third Party Deductions Scheme	means the repayment scheme of that name (also known as "Fuel Direct") under which deductions are made from a person's benefit and direct payments are made to third parties pursuant to regulation 35 of the Social Security (Claims and Payments) Regulations 1987.
Total Plans	has the meaning given in Clause 6.3.2(b).
Total Quarterly Plans	has the meaning given in Clause 13.2.1.

Trust Property	means: <ul style="list-style-type: none"> (a) all debts recoverable by the relevant Supplier pursuant to section 1(6)(c) of the Energy Act; and (b) all Green Deal Charges recovered and held by the relevant Supplier pursuant to section 1(6)(d) of the Energy Act, <p>in each case whether now or in the future and save where the relevant Supplier is also the relevant Green Deal Provider.</p>
Validation Procedures	means the procedures set out in Schedule 3.
Voluntary Green Deal Supplier	means a Supplier that is not a Mandatory Green Deal Supplier.
Voluntary Supplier Amount	has the meaning given in Clause 13.3.2.
Voluntary Supplier Member	has the meaning given in Clause 5.4.4(a).
Voluntary Supplier Quarterly Payment	has the meaning given in Clause 13.3.2.
Voted FPGDC	means, in respect of a proposed amendment or variation to a Finance Party Priority Provision, the amount of Finance Party Green Deal Charges payable to Finance Parties that voted in favour of or against such proposed amendment or variation.
Working Day	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

In this Agreement the following interpretations apply unless otherwise stated:

- (a) the word **company** includes any body corporate, wherever established;
- (b) the word **person** includes each of the following, even if they have no separate legal personality: an individual, firm, partnership, trust, joint venture, body corporate, unincorporated body, association, organisation or any government, state or local body or authority and references to any person, including a party, includes that person's successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Agreement);
- (c) references to **this Agreement** or any other document are references to this Agreement or such other document, as varied, novated, supplemented or replaced from time to time;

- (d) references to any **Clause, paragraph, Schedule** or **recital** are to those contained in this Agreement, and all the Schedules are an integral part of this Agreement;
- (e) references to 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;
- (f) references to any gender includes the other;
- (g) the term **in writing** means any communication made on paper;
- (h) the expression **this Clause**, unless followed by the number of a specific part of the Clause, refers to the whole clause in which it occurs;
- (i) **headings** are for ease of reference only and to be ignored when interpreting this Agreement;
- (j) the Ejusdem Generis rule does not apply to the interpretation of this Agreement. The words **include, including** and **in particular** indicate examples only. They do not limit the general nature of any preceding words. A phrase starting with the words **or other** or **otherwise** is not limited by any preceding words where a wider interpretation is possible;
- (k) where this Agreement defines a word or expression, related words and expressions have a consistent meaning; and
- (l) references in this Agreement to any term or expression of English law shall, for any jurisdiction other than England, be deemed to include a reference to the term or expression which most closely approximates to the relevant English legal term or expression in that jurisdiction.

2 Representations, warranties and undertakings

2.1 Representations and warranties

Suppliers

2.1.1 Each Supplier, on the date it becomes a party to this Agreement, represents and warrants to each Green Deal Provider and each Finance Party 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 have been duly authorised by all necessary corporate action of the Supplier;
- (c) the execution, delivery and performance referred to in Clause 2.1.1(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 3.2.1) 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 Event of Default 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.

Green Deal Providers

2.1.2 Each Green Deal Provider, on the date it becomes a party to this Agreement, represents and warrants to each Supplier and each Finance Party 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 have been duly authorised by all necessary corporate action of the Green Deal Provider;
- (c) the execution, delivery and performance referred to in Clause 2.1.2(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 3.2.1) 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 Event of Default 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.

Finance Parties

2.1.3 Each Finance Party, on the date it becomes a party to this Agreement, represents and warrants to each Supplier and each Green Deal Provider 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 have been duly authorised by all necessary corporate action of the Finance Party;

- (c) the execution, delivery and performance referred to in Clause 2.1.3(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 3.2.1) 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 Event of Default 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.

2.2 Undertakings

2.2.1 Each Supplier and each Green Deal Provider shall maintain in full force and effect all Required Authorisations at all times.

2.2.2 Where a Green Deal Provider:

- (a) makes an application for the withdrawal of its Provider Authorisation pursuant to regulation 17(1) of the Framework Regulations;
- (b) is notified by the Secretary of State whether any application made by the Green Deal Provider pursuant to regulation 17(1) of the Framework Regulations is granted or refused;
- (c) receives notice pursuant to regulation 72(2) of the Framework Regulations that the Secretary of State is minded to withdraw its Provider Authorisation; or
- (d) has its Provider Authorisation withdrawn by the Secretary of State pursuant to Part 8 of the Framework Regulations,

the Green Deal Provider shall immediately notify the Panel Secretary.

2.2.3 Where a Supplier receives notice from the Authority setting out an intention (including any conditional intention) to revoke the Supplier's Electricity Supply Licence, the Supplier shall immediately notify the Panel Secretary.

2.2.4 Subject to the objective of this Agreement (as stated in recital (E)) each party shall conduct their marketing activities in connection with the Green Deal in a fair, transparent, appropriate and professional manner.

3 Commencement and duration

3.1 Commencement and duration

This Agreement shall take effect on the date hereof and, subject to Clause 21.1.7, this Agreement shall remain in effect in respect of a party until that party ceases to be a party in accordance with Clause 21.

3.2 Delay of commencement of Parts 2 and 3

3.2.1 Subject to Clause 3.2.2, where:

- (a) a person is a party to this Agreement on the date of this Agreement; or
- (b) a Supplier or Green Deal Provider becomes a party to this Agreement under Clause 4,

that party shall, as soon as reasonably practicable execute a GDCC Access Agreement and become a DTN Enabled User.

3.2.2 The obligation under Clause 3.2.1 shall be suspended until such time that the form of the GDCC Access Agreement has been established under the Master Registration Agreement.

3.2.3 Where a party has executed a GDCC Access Agreement and become a DTN Enabled User it shall, as soon as reasonably practicable, notify the Panel Secretary (and provide such supporting evidence that is reasonably requested by the Panel Secretary).

3.2.4 Where the Panel Secretary is notified under Clause 3.2.3, it shall (where it is satisfied with the supporting evidence) notify the Secretary of State and the other parties' Contract Managers within five (5) Working Days.

3.2.5 Nothing in Parts 2 and 3 of this Agreement (comprising Clauses 5 to 17) shall apply to, or be enforceable by:

- (a) a Supplier or Green Deal Provider (as applicable) until the date of a notification made by it under Clause 3.2.3; and
- (b) a Finance Party until:
 - (i) the date of a notification made by it under Clause 3.2.3; and
 - (ii) its enters into a Notice of Transfer.

4 Additional parties

4.1 Applications for admission

4.1.1 Subject to the provisions of this Clause 4, the parties shall admit as an additional party any person who is not at that time already a party and who applies to be admitted in the capacity requested by the proposed new party (a **Proposed New Party**) and who meets the relevant admission criteria.

- 4.1.2 Applications for admission as a new party shall be made by completing an Application for Accession, accompanied with any supporting evidence required to be submitted with the form.
- 4.1.3 Where the Panel receives an Application for Accession in compliance with Clause 4.1.2:
- (a) the Panel Secretary shall organise a meeting of the Panel as soon as reasonably practicable and notify all parties and the Secretary of State of such application; and
 - (b) the Panel shall consider the application.
- 4.1.4 Within five (5) Working Days of considering an Application for Accession, the Panel shall notify the Proposed New Party and the Secretary of State that:
- (a) the Proposed New Party shall be admitted as a party;
 - (b) the Proposed New Party shall not be admitted as a party; or
 - (c) the Panel requires further information from the Proposed New Party in relation to its application and that such information must be provided within ten (10) Working Days of receipt of the Panel's Notice.
- 4.1.5 Where the Panel determines not to admit a Proposed New Party as a party, it shall provide that Proposed New Party with the reasons for its decision in writing.
- 4.1.6 Where Clause 4.1.4(c) applies and a Proposed New Party fails to provide information in accordance with Clause 4.1.4(c) the Proposed New Party's application shall lapse and the Panel may refuse to admit the Proposed New Party on the basis of such application (but without prejudice to any new application for admission it may make thereafter).

4.2 Admission criteria

Subject to Clause 4.1, the Panel shall only admit a Proposed New Party if, at the date of its completed Application for Accession:

- (a) in the case of admission as a Supplier, that Proposed New Party:
 - (i) holds an Electricity Supply Licence; and
 - (ii) is a party to the Master Registration Agreement;
- (b) in the case of admission as a Green Deal Provider, that Proposed New Party holds a Provider Authorisation; and
- (c) in the case of admission as a Finance Party, that Proposed New Party:
 - (i) is in the opinion of the Panel either a:
 - (aa) bank or financial institution or a trust, fund or other entity, which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets; or

- (bb) Green Deal Provider who is engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

4.3 Non-admission of a Proposed New Party

Court remedies

- 4.3.1 Where the Panel determines not to admit a Proposed New Party as a Supplier or a Green Deal Provider, the relevant Proposed New Party may, within fifteen (15) Working Days, apply to court for a resolution under Clauses 36 and 37.
- 4.3.2 Where the Panel fails to notify any Proposed New Party within twenty-five (25) Working Days of receipt of its completed Application for Accession, the relevant Proposed New Party may, within fifteen (15) Working Days apply to court for a resolution under Clauses 36 and 37.

Referrals to the Secretary of State

- 4.3.3 Where the Panel determines not to admit a Proposed New Party as a Finance Party, the Proposed New Party may, within fifteen (15) Working Days, refer the matter to the Secretary of State for a decision whether, in the Secretary of State's opinion, the admission requirement in that Clause has been satisfied, and the Panel and the Proposed New Party shall comply with the Secretary of State's decision.
- 4.3.4 Where the Panel requests additional information from the Proposed New Party and the Proposed New Party objects to the request for additional information, the Proposed New Party may, within fifteen (15) Working Days, refer the matter to the Secretary of State for a decision whether, in the Secretary of State's opinion, the Panel's request for further information was reasonable, and the Panel and the Proposed New Party shall comply with the Secretary of State's decision.
- 4.3.5 Where the Secretary of State receives a referral under Clause 4.3.4, the Panel shall comply with any request of the Secretary of State for a copy of any supporting papers held by the Panel relating to the matter.

4.4 Accession process

- 4.4.1 Where:
 - (a) the Panel Secretary notifies the Proposed New Party and the Secretary of State under Clause 4.1.4(a) that the Proposed New Party is to be admitted as a party; or
 - (b) the Proposed New Party provides the additional information requested by the Panel under Clause 4.1.4(c) in a form satisfactory to the Panel and the Panel Secretary notifies the Proposed New Party and the Secretary of State under Clause 4.1.4(a) that the Proposed New Party is to be admitted as a party,

the Panel Secretary shall prepare an Accession Agreement, which shall be executed by the Proposed New Party and a delegate authorised by the Panel on behalf of all parties to this Agreement.

- 4.4.2 Each party authorises and instructs any delegate authorised by the Panel 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.

- 4.4.3 Upon execution of the Accession Agreement by the Proposed New Party and the delegate, the Proposed New Party shall become a party for all purposes of this Agreement from the date specified in such Accession Agreement.
- 4.4.4 The Panel Secretary shall promptly notify all parties, the Secretary of State, the Authority, the MRA Executive Committee and the Service Controller of the execution and delivery of each Accession Agreement.

4.5 Admission of the Secretary of State

- 4.5.1 If, any time after the inaugural Panel has been elected under Clause 5.4, there are insufficient parties to this Agreement to form a quorum for the purposes of Clause 5.10.6 (or there is, in the Panel's view, a reasonable prospect of this occurring), the parties shall immediately admit the Secretary of State as a party to this Agreement by preparing an Accession Agreement, which shall be executed by the Secretary of State and a delegate authorised by the Panel on behalf of all parties to this Agreement.
- 4.5.2 Each party authorises and instructs any delegate authorised by the Panel 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.
- 4.5.3 Upon execution of the Accession Agreement by the Secretary of State and the delegate, the Secretary of State shall perform those functions under Clause 5.2 that, but for the Panel not being able to form a quorum, would be performed by the Panel under the terms of this Agreement from the date specified in such Accession Agreement.
- 4.5.4 The Panel Secretary shall promptly notify all parties, the Authority, the MRA Executive Committee and the Service Controller of the execution and delivery of that Accession Agreement.

Part 2: Governance and Change Control

WITHDRAWN

5 The GDAA Panel

5.1 Delegation to the Panel

The parties delegate to the Panel all powers necessary to fulfil its objects in Clause 5.2.

5.2 Objects

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

- (a) consider and approve any applications from a Proposed New Party to become a party;
- (b) consider Operational Issues and approve any Operational Procedures in relation thereto;
- (c) consider, approve, co-ordinate the implementation of (and, where applicable, recommend to the Secretary of State or the Authority) on behalf of the parties to this Agreement, any proposals to change this Agreement, and, as appropriate, amend this Agreement and recommend that one or more Suppliers submit a consequential request to modify an Energy Code;
- (d) consider and grant derogations in accordance with Clause 25;
- (e) determine whether any parties are Defaulting Parties under Clause 20; and
- (f) consider and resolve disputes between any parties arising under this Agreement in accordance with Clause 27.

5.3 Initial Arrangements

5.3.1 From the date of this Agreement and until the relevant time determined under Clause 5.3.2, the Secretary of State shall (and shall have the right to) perform those functions under Clause 5.2 that, but for the Panel not having been established, would be performed by the Panel under the terms of this Agreement (including appointment of the Panel Secretary and preparation of the initial budget for the purposes of Clause 6).

5.3.2 The relevant time for the purposes of Clause 5.3.1 is such time that:

- (a) the Secretary of State determines the inaugural election under Clause 5.4 should be held; and
- (b) the parties have thereafter elected an inaugural Panel under Clause 5.4.

5.3.3 The Secretary of State's performance of the functions referred to in Clause 5.1 is without prejudice to its power to make modifications to this Agreement under section 17(1)(d) of the Energy Act or any other statutory power.

5.4 Panel membership

5.4.1 The Panel shall consist of the following representatives (the **Panel Members**) from the following categories:

- (a) three Panel Members representing the Suppliers (the **Supplier Members**);
- (b) three Panel Members representing the Green Deal Providers and the Finance Parties (the **Green Deal Provider Members**); and
- (c) one Panel Member appointed by Secretary of State as its representative (the **DECC Representative Member**).

5.4.2 Subject to Clauses 5.4.3 to 5.4.8 the Supplier Members and the Green Deal Provider Members shall be elected under the procedures set out in Clause 5.5.

Supplier Members

5.4.3 Subject to Clauses 5.4.4 and 5.4.7, a Supplier Member must be an employee of either:

- (a) one of the Suppliers; or
- (b) an Affiliate of one of the Suppliers.

5.4.4 If, at the time of an election of Panel Members, the threshold of Voluntary Green Deal Suppliers (as determined by the Secretary of State for the purposes of this Clause) has been met or exceeded:

- (a) one Supplier Member shall be an employee of either a Voluntary Green Deal Supplier, or an Affiliate of a Voluntary Green Deal Supplier (the **Voluntary Supplier Member**); and
- (b) two Supplier Members shall be employees of either a Mandatory Green Deal Supplier, or an Affiliate of a Mandatory Green Deal Supplier (the **Mandatory Supplier Members**).

Green Deal Provider Members

5.4.5 Subject to Clauses 5.4.6 and 5.4.7, a Green Deal Provider Member must be an employee or an authorised representative of either:

- (a) one of the Green Deal Providers or Finance Parties; or
- (b) an Affiliate of one of the Green Deal Providers or Finance Parties.

5.4.6 No more than one Green Deal Provider Member may be an employee or an authorised representative of:

- (a) a Supplier; or
- (b) an Affiliate of one of the Suppliers.

General restrictions

5.4.7 A person shall not be appointed as a Panel Member where it would result in the Panel having more than one Panel Member being employed or authorised by a party's Group.

5.4.8 No individual may simultaneously be appointed as the Panel Member or alternate for more than one of the categories under Clause 5.4.1.

5.5 Election procedures

5.5.1 Elections shall be held no more than eighteen (18) months after a previous election.

5.5.2 No later than thirty (30) Working Days before the date of an election of Panel Members:

- (a) each Supplier may propose to the Panel Secretary one candidate for election as a Supplier Member;
- (b) each Green Deal Provider may propose to the Panel Secretary one candidate for election as a Green Deal Provider Member; and
- (c) each Finance Party may propose to the Panel Secretary one candidate for election as a Green Deal Provider Member,

and the Panel Secretary shall no later than twenty (20) Working Days before the date of the election notify the list of candidates to each party, including details of who the candidates' proposers were and, in the case of proposed Green Deal Provider Members, whether such candidates are employees or authorised representatives.

5.5.3 Where there are more than three candidates for election as representatives of a category of party (or, where Clause 5.4.4 applies, more than one candidate for Voluntary Supplier Member), the parties in that category of party shall be invited by the Panel Secretary to cast votes for their favoured candidate by Notice to the Panel Secretary within ten (10) Working Days of being notified of the list of candidates.

5.5.4 Subject to Clause 5.5.5, a Supplier may vote for up to three (3) candidates for election as a Supplier Member in each election under Clause 5.5.3, provided each candidate is from a different Supplier.

5.5.5 Where Clause 5.4.4 applies:

- (a) a Voluntary Green Deal Supplier may only vote for one (1) candidate, provided such candidate is proposed for election as a Voluntary Supplier Member; and
- (b) a Mandatory Green Deal Supplier may vote for up to two (2) candidates, provided such candidates are proposed for election as Mandatory Supplier Members and are from different Mandatory Green Deal Suppliers.

5.5.6 A Green Deal Provider may vote for up to three (3) candidates for election as a Green Deal Provider Member in each election under Clause 5.5.3, provided each candidate is from a different Green Deal Provider's Group.

5.5.7 If, following an election under Clause 5.5.3, the votes for candidates for election are equal, the Panel shall request the Secretary of State to determine the procedure for deciding which candidate should be elected and, as soon as reasonably practicable upon such determination, the Panel shall notify the parties of that procedure and follow that procedure.

5.5.8 The candidates receiving the most votes (or, where not enough candidates are proposed for an election, the candidate(s)) shall be appointed as the Panel Member(s) for its (or their) applicable category of party.

- 5.5.9 The Supplier Members and the Green Deal Provider Members shall retire eighteen (18) months following their appointment as the Panel Members, but each retiree may be a candidate for reappointment in respect of the next election period.

5.6 Removal and replacement of Panel Members

- 5.6.1 Subject to:

- (a) Clauses 5.6.2, 5.6.3 and 5.6.4; and
- (b) the agreement of the majority of parties in that category of party,

each category of party entitled to appoint a Panel Member under Clause 5.4.1 may, at any time, remove the Panel Member from office and elect or appoint another person to be a Panel Member in his place.

- 5.6.2 A category of parties will only have the right to remove from office a Panel Member under Clause 5.6 which it has elected or appointed, and will have no right to remove from office any Panel Member elected or appointed by another category of party.
- 5.6.3 Any appointment to replace a Panel Member removed from office under this Clause 5.6 shall be made in accordance with the procedure set out in Clause 5.5.2 (and subject to Clauses 5.4.3, 5.4.5 and 5.4.8) but on such timescale as the Panel Secretary shall reasonably direct.
- 5.6.4 Only parties who are parties at the point in time when the existing Panel Member is removed under Clause 5.6 shall be entitled to nominate candidates and to vote.
- 5.6.5 If at any time a vacancy arises in any category of a Panel Member (other than the DECC Representative Member) otherwise than as a result of retirement in accordance with Clause 5.5.9 or removal in accordance with this Clause 5.6, those parties in the category who are parties at the point in time when the vacancy arises and entitled to appoint such Panel Member may elect a replacement.
- 5.6.6 Any election to replace a Panel Member under Clause 5.6.5 shall be conducted in accordance with the procedure set out in Clause 5.5, but on such timescale as the Panel Secretary shall reasonably direct.
- 5.6.7 If at any time any category of party fails to provide a Panel Member, the Panel Secretary shall, with regard to Clauses 5.4.3, 5.4.5 and 5.4.8, within two (2) Working Days request the Secretary of State to make the appointment, and the Secretary of State shall have the power, until that category of party has decided upon an appointment and notified the Secretary of State accordingly, to appoint a Panel Member on behalf of that category of party or to remove any such person so appointed by the Secretary of State.
- 5.6.8 The Secretary of State shall have the right at any time and from time to time to remove from office the DECC Representative Member and shall be entitled to appoint another person to be the Panel Member in his place or to fill any vacancy which arises, provided it gives the Panel Secretary Notice of such appointment within five (5) Working Days of such change taking effect.

5.7 Alternates

- 5.7.1 Each Panel Member other than the DECC Representative Member may by Notice to the Panel Secretary appoint any individual who is an employee 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.

- 5.7.2 The Secretary of State may by Notice to the Panel Secretary appoint any individual (other than the Panel Secretary) to be the alternate of the DECC Representative Member and may at his discretion remove an alternate so appointed.
- 5.7.3 Each Panel 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 case of:
- (a) a Supplier Member, an employee of one of the Suppliers or of one of the Affiliates of a Supplier; or
 - (b) a Green Deal Provider Member, an employee of one of the Green Deal Providers or Finance Parties, or of an Affiliate of one of the Green Deal Providers or Finance Parties.
- 5.7.4 If, in the case of a Supplier Member, any alternate's employer has its Electricity Supply Licence revoked by the Authority, his appointor shall remove the alternate and appoint a replacement alternate forthwith in accordance with Clause 5.7.1.
- 5.7.5 If his appointor so requests, an alternate shall be entitled to:
- (a) receive Notice of all meetings of the Panel which take place while his appointor is a Panel Member; and
 - (b) attend as the Panel Member at any such meeting at which the Panel Member appointing him is not personally present at such meeting:
 - (i) vote; and
 - (ii) exercise and discharge all the functions, powers and duties of his appointor, as if a Panel Member, and for the purpose of the proceedings at the meeting the provisions of this Clause 5 shall apply as if he were a Panel Member.
- 5.7.6 Every person acting as an alternate shall exercise the voting rights of his appointor and execution by an alternate of any resolution in writing of the Panel shall, unless the Notice of his appointment provides to the contrary, be as effective as execution by his appointor.
- 5.7.7 When a Panel Member ceases to be a Panel Member for any reason then, provided that the alternate's employer is still a party (and in the case of a Supplier Member, his employer has not had its Electricity Supply Licence revoked), the alternate shall discharge all the functions, powers and duties of his appointor until a replacement Panel Member is appointed under Clause 5.6.5.
- 5.7.8 References in this Clause 5 to a Panel Member shall, unless the context otherwise requires, include his duly appointed alternate.

5.8 The Panel Chairperson

5.8.1 The Panel Chairperson:

- (a) shall be a Supplier Member or a Green Deal Provider Member and shall be appointed; and
- (b) may at any time be removed from office,
by a simple majority of the Panel Members.

5.8.2 The Panel Chairperson shall preside at every meeting of the Panel at which he is present.

5.8.3 If the Panel Chairperson is unable to be present at a meeting, he may nominate another Panel Member (or any alternate appointed under Clause 5.7.1) to act as the Panel Chairperson.

5.8.4 If neither the Panel Chairperson nor his alternate is present within half an hour after the time appointed for holding the meeting, the Panel Members present may appoint any of their number to be the Panel Chairperson of that meeting.

5.8.5 The Panel Chairperson, or the person appointed to act as the Panel Chairperson in accordance with Clause 5.8.4, shall be entitled to vote in his capacity as a Panel Member.

5.8.6 The Panel Chairperson shall in no circumstances be entitled to an extra or casting vote.

5.9 The Panel Secretary

5.9.1 The Secretary of State may appoint any individual (other than the DECC Representative Member) to be the secretary to the Panel (Panel Secretary**) and may at his discretion remove from office a person so appointed.**

5.9.2 The Panel Secretary:

- (a) shall be a representative of the Secretary of State; and
- (b) may speak but not vote on any issue at a Panel meeting.

5.9.3 The Panel Secretary's duties shall be to facilitate the Panel's objects in Clause 5.2 and in particular to:

- (a) facilitate the effective administration of arrangements relating to the appointment, removal, resignation and replacement of Panel Members;
- (b) attend to the organisation of meetings and to serve all notices required for the organisation of meetings;
- (c) maintain a register of names and addresses of the parties, their Contract Managers (and other points of contact notified under Clause 26.1.2), the Panel Members and alternates as appointed from time to time;
- (d) keep minutes of all meetings and a record of resolutions voted on and Panel Members' votes;

- (e) circulate all relevant papers;
- (f) facilitating the preparation of draft budgets, preparing reports on the costs incurred by the Panel and facilitating the collection and payment of such costs;
- (g) instruct (in accordance with Clause 16.1.4(b)(ii)) the updating of a Daily Green Deal Charge on the Central Charge Database where there has been an Erroneous Registration; and
- (h) facilitate the effective administration of arrangements relating to proposed and actual modifications to, derogations from and operation issues prepared under, this Agreement.

5.9.4 The Panel Secretary shall maintain and publish on a website designated by the Secretary of State a detailed and accurate list of Data Controllers who are expected to Process Personal Data in connection with the Green Deal.

5.10 Meetings

5.10.1 The Panel 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 Panel Members from time to time and it is acknowledged that Panel Members may attend meetings by telephone or video conference.

5.10.2 Any Panel Member may, by giving Notice to the Panel Secretary, request a further meeting be organised. The Chairperson shall decide (at his sole discretion, but subject to Clause 5.15.2) whether a further meeting should be organised.

5.10.3 The Notice given to the Panel Secretary under Clause 5.10.2 shall contain a list of matters to be included in the agenda of the meeting to be convened under this paragraph.

5.10.4 Subject to Clause 5.10.5, the Panel Secretary shall proceed to convene a meeting of the Panel within ten (10) Working Days of such a Notice and the Panel Secretary shall include in the meeting agenda the matters specified by the Panel Member.

5.10.5 Event of Default Meetings under Clause 20 may not be convened under Clause 5.10.4.

5.10.6 No voting shall be carried out at any meeting unless a quorum is present and a quorum shall be two (2) Supplier Members (or their alternates) and two (2) Green Deal Provider Members (or their alternates).

Notice of meetings

5.10.7 All meetings of the Panel shall be convened by the Panel Secretary.

5.10.8 Save for Event of Default Meetings under Clause 20:

- (a) the Panel Secretary shall convene meetings on at least ten (10) Working Days' prior Notice (save for meetings convened under Clause 4.1.3(a)); and
- (b) the Notice of each meeting shall contain the time, venue and confirmation of the date of the meeting, an agenda and shall be given to:

- (i) each Panel Member, party's Contract Manager and the Secretary of State (together with the available supporting papers, if any); and
- (ii) the Authority and MRA Executive Committee.

5.10.9 By Notice to the Panel Secretary, any Panel Member may request matters to be considered at a meeting and provided that:

- (a) such Notice is given at least five (5) Working Days before the date of the meeting; and
- (b) such matters should not properly be considered at an Event of Default Meeting,

those matters will be included in the agenda for the meeting and, where necessary, the Panel Secretary shall circulate a revised agenda to each Panel Member and all parties as soon as practicable.

5.10.10 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.

Urgent meetings

5.10.11 Where the Panel Secretary reasonably considers a meeting (other than an Event of Default Meeting) will involve a matter of an urgent nature, he shall use reasonable endeavours to convene that meeting on shorter timescales to that required under Clause 5.10.8 (and in such case, he shall give his reasons for doing so, and the requirement in Clause 5.10.9(a) shall be replaced with a requirement to give no less than two (2) Working Days' Notice).

Proceedings of Meetings

5.10.12 The Panel 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 5.

5.11 Representation and voting

5.11.1 Each Panel Member shall be entitled to attend and speak at every meeting of the Panel.

5.11.2 The Authority and the Secretary of State shall each be entitled to send a representative to any meeting who shall be entitled to speak but not to vote on any issue.

5.11.3 Following a request from a Panel Member, the Chairperson may from time to time invite other persons who have relevant technical expertise to any meeting of the Panel, provided that:

- (a) such person shall be entitled to speak but not vote on any issue; and
- (b) the Panel Member shall, prior to the commencement of the meeting, obtain from that person an appropriate written undertaking to treat the proceedings of the Panel meeting as confidential on terms agreed by the Panel.

5.11.4 All decisions of the Panel shall be by resolution.

- 5.11.5 Subject to Clauses 5.8.1, 5.11.7, 5.13.3 and 7.4, for a resolution put to the vote of any meeting of the Panel to be passed, it shall require a majority of no less than seventy five percent (75%) of all the Panel Members present at the meeting and entitled in accordance with Clause 5.11.6 to vote in relation to that resolution.
- 5.11.6 Supplier Members and Green Deal Provider Members may vote in all cases at duly convened meetings, but the DECC Representative Member shall not be entitled to vote.
- 5.11.7 Where the DECC Representative Member:
- (a) reasonably disagrees with a decision of the Panel; and
 - (b) reasonably considers the decision to adversely affect Green Deal Bill Payers,
- it may, within ten (10) Working Days (or such longer period as the Panel may decide in relation to that resolution) of receiving the minutes of the relevant Panel meeting under Clause 5.12.1, notify the Panel in writing that it disagrees with the decision and request that the Panel reconsider its decision at the next meeting of the Panel.
- 5.11.8 A resolution in writing signed by or on behalf of all the Panel 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 the Panel duly convened and held, and may consist of several instruments in like form executed by or on behalf of one or more the Panel Members.
- 5.11.9 Any resolution passed by the Panel shall have no effect until the expiry of any period:
- (a) in which a party is entitled to refer that decision under Clause 5.13;
 - (b) in which a party is entitled to appeal that decision under Clause 20.6 (and where the decision is appealed, pending determination of such appeal); or
 - (c) that the terms of such resolution may provide.

5.12 Minutes

5.12.1 Save in respect of Event of Default Meetings under Clause 20:

- (a) the Panel Secretary shall prepare; and
- (b) the Chairperson (or in the case of a meeting of a sub-committee of the Panel the chairperson of the relevant sub-committee) shall approve and authorise the circulation of,

the minutes of the relevant meeting within five (5) Working Days of it being held.

5.12.2 The Panel Secretary shall, for each meeting of the Panel or any sub-committees of the Panel:

- (a) circulate copies of the full minutes to each Panel Member, each party's Contract Manager, the Secretary of State and the Authority; and
- (b) (to the extent the meeting concerns (in whole or in part) an Energy Code Matter), circulate copies of the relevant part of the minutes to the appropriate forum (being, in the case of the Master Registration Agreement, the MRA Executive Committee and in the case of the Data Transfer Services Agreement, the Service Controller, and the

parties acknowledge that such copies may be disclosed to the parties to such Energy Code),

as soon as practicable, but in any event within two (2) Working Days after authorisation has been given in accordance with Clause 5.12.1(b).

5.12.3 If any Panel Member disagrees with any item of the minutes, he shall, within five (5) Working Days of receipt of the minutes, notify the Panel Secretary of those items with which he disagrees and the Panel Secretary shall incorporate those items upon which there is disagreement into the agenda for the next meeting of the Panel, as the first item for resolution.

5.12.4 Save in respect of Event of Default Meetings under Clause 20, the Panel Secretary shall maintain a record of all resolutions voted on by the Panel indicating how each Panel Member voted on each resolution and shall make such record available on request to any party.

5.13 Remedies for dissatisfied parties

5.13.1 The sole and exclusive remedy of a party (the **Dissatisfied Party**) who is dissatisfied with any resolution passed by the Panel (other than, for the avoidance of doubt, an Event of Default Decision) shall be to:

- (a) refer the matter back to the Panel for its reconsideration under Clause 5.13.4; or
- (b) refer the matter to the Secretary of State for a decision under Clause 5.13.7.

5.13.2 A party may not refer a matter under this Clause 5.13 where the resolution that would be the subject of the appeal is also the subject of a Dispute (whether or not resolved) under Clause 27.

5.13.3 Pending the outcome of any referral under this Clause 5.13, the relevant decision shall have no effect.

Referral back to the Panel

5.13.4 A Dissatisfied Party may require the Panel to reconsider its decision to pass a resolution by giving Notice to the Panel in writing within ten (10) Working Days of receiving the minutes of the relevant Panel meeting under Clause 5.12.1 and including in such Notice (in reasonable detail) the grounds upon which the Dissatisfied Party is dissatisfied with the decision, which shall be limited to one or more of the following grounds:

- (a) the decision will cause that party to be in breach of this Agreement or a Relevant Instrument;
- (b) (where the Dissatisfied Party is a Supplier) the decision will cause it to be in a breach of either an Energy Code or its Electricity Supply Licence or any determination or notice made or issued by the Authority pursuant to the terms thereof; or
- (c) (where the Dissatisfied Party is a Green Deal Provider) the decision will cause it to be in breach of either its Green Deal Authorisation or the Code of Practice.

5.13.5 Where the Panel receives notice under Clause 5.13.4, it shall, subject to Clause 5.13.6, reconsider its original decision and either affirm that decision or revoke that decision.

5.13.6 Where the relevant ground specified in a Notice under Clause 5.13.4 is:

- (a) Clause 5.13.4(a), the Panel may decide, by a simple majority, to obtain legal advice;
- (b) Clause 5.13.4(b), the Panel shall consult the Authority and take into consideration the Authority's views; or
- (c) Clause 5.13.4(c), the Panel shall consult the Secretary of State and take into consideration the Secretary of State's views.

Referrals to the Secretary of State

5.13.7 Where a Dissatisfied Party believes a decision of the Panel will or is likely to unfairly prejudice the interests of that party, it may, subject to Clause 5.13.9 and within ten (10) Working Days of receiving the minutes of the relevant Panel meeting under Clause 5.12.1, ask the Secretary of State for a determination as to whether, in the Secretary of State's opinion, the decision will or is likely to unfairly prejudice the interests of that party, by giving Notice to the Secretary of State in writing.

5.13.8 If, following a request by the DECC Representative Member under Clause 5.11.7, the Panel resolves not to change the relevant decision, the DECC Representative Member may, subject to Clause 5.13.9 and within ten (10) Working Days, ask the Secretary of State for a determination as to whether, in the Secretary of State's opinion, the decision will or is likely to adversely affect Green Deal Bill Payers.

5.13.9 A Notice under Clause 5.13.7 or Clause 5.13.8 must include, in reasonable detail, the reasons why the relevant party or the DECC Representative Member believes the relevant decision should be overturned.

5.13.10 Where the Secretary of State receives a Notice under Clause 5.13.7 or Clause 5.13.8, the Panel shall comply with any request of the Secretary of State for a copy of any supporting papers held by the Panel relating to the relevant decision being referred.

5.13.11 Where the Panel receives notice of a decision of the Secretary of State under Clause 5.13.7 or Clause 5.13.8:

- (a) the Panel shall promptly notify all parties of the decision; and
- (b) the Panel and the parties shall promptly give effect to such decision.

5.14 Vacation of office

5.14.1 The office of a Panel Member shall be vacated forthwith if:

- (a) he resigns his office by Notice in writing delivered to the Panel Secretary;
- (b) he fails, in person or by alternate, to attend three (3) consecutive meetings of the Panel that have been duly convened;
- (c) he dies or becomes incapacitated (owing to ill health or injury) from performing his functions as a Panel Member;
- (d) he is a Supplier Member and:

- (i) a Supplier ceases to be a party and he is employed by either that party or an Affiliate of that party;
 - (ii) he ceases to be in the employment of either a Supplier, or an Affiliate of a Supplier; or
 - (iii) his employer has had its Electricity Supply Licence revoked; or
- (e) he is a Green Deal Provider Member and:
- (i) a Green Deal Provider or Finance Party ceases to be a party and he is employed by (or an authorised representative of) either that party or an Affiliate of that party;
 - (ii) he ceases to be in the employment of, or an authorised representative of, either a Green Deal Provider or a Finance Party or an Affiliate of a Green Deal Provider or a Finance Party; or
 - (iii) his employer (where it is a Green Deal Provider) has had its Provider Authorisation withdrawn pursuant to Part 8 of the Framework Regulations.

5.15 Panel Member responsibilities and protections

- 5.15.1 Save in relation to Event of Default Decisions under Clause 20, in the exercise of his powers and the performance of his duties and responsibilities as a Panel Member, each Supplier Member shall represent the interests of Suppliers and each Green Deal Provider Member shall represent the interests of Green Deal Providers and Finance Parties.
- 5.15.2 Each Panel Member shall exercise reasonable skill and care (to the standard expected of a reasonably diligent person with the general knowledge, skill and experience that may reasonably be expected of a person carrying out the functions of a Panel Member) in the performance of his duties and responsibilities as a Panel Member, save that the DECC Representative Member shall (except in relation to Event of Default Decisions under Clause 20), be entitled to rely on the instructions of the Secretary of State in the performance of his duties and responsibilities.
- 5.15.3 Save in relation to Event of Default Decisions under Clause 20, each Supplier Member and each Green Deal Provider Member shall use 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.
- 5.15.4 Subject to Clause 5.15.5, each Supplier and each Green Deal Provider shall, jointly and severally, indemnify, and keep indemnified:
- (a) (in the case of a Supplier) each Supplier Panel Member and its alternate;
 - (b) (in the case of a Green Deal Provider) each Green Deal Provider Panel Member and its alternate;
 - (c) the Panel Secretary;
 - (d) each person who serves on a sub-committee;

- (e) each Supplier or an Affiliate of a Supplier, as employer of any person referred to in Clauses 5.15.4(a) to 5.15.4(d) (inclusive); and
- (f) each Green Deal Provider, or an Affiliate of a Green Deal Provider, as employer of any person referred to in Clauses 5.15.4(b) to 5.15.4(d) (inclusive),

as between each Supplier and each Green Deal Provider rateably in accordance with the same proportions used to calculate their costs under Clause 6.3.2(b) from and against any Loss properly incurred or suffered by that person or party in relation to the exercise by the person referred to in Clauses 5.15.4(a) to 5.15.4(d) (inclusive) of its powers, duties or responsibilities under this Agreement, including where such powers duties or responsibilities are exercised negligently.

5.15.5 The indemnity in Clause 5.15.4 shall not apply to any Loss that is:

- (a) recovered in accordance with the procedures set out in Clause 6;
- (b) in respect of any charge for the time of the persons referred to in Clause 5.15.4;
- (c) recovered under any policy of insurance in favour of any or all of the persons and parties referred to in Clause 5.15.4;
- (d) suffered or incurred or occasioned by the wilful default or bad faith of, or breach of contract or fraud committed by, the relevant person.

5.16 Sub-Committees

- 5.16.1 The Panel may establish such sub-committees from time to time consisting of such persons as it considers desirable.
- 5.16.2 Each sub-committee shall be subject to such written terms of reference and such procedures as the Panel may determine.
- 5.16.3 The Authority and the Secretary of State may each send a representative to any meeting of any sub-committee, who shall be entitled to speak but not to vote on any issue.
- 5.16.4 Resolutions of a sub-committee shall not have binding effect unless the Panel has formally delegated the decision-making powers to that sub-committee under Clause 5.16.1 or has ratified the resolution in question.
- 5.16.5 The Panel shall be considered as having formally delegated to the Disputes Committee the decision-making powers set out in Clause 27.

6 Costs

6.1 Recovery of costs

- 6.1.1 The Panel shall be entitled to recover, in accordance with the procedures set out in this Clause 6, all its reasonable costs and expenses properly incurred, which may include:
 - (a) any general administration costs associated with the Panel, including any costs incurred in holding any meetings or holding meetings by telephone or video conference; and

- (b) any costs and expenses of any consultant or adviser retained by the Panel in the proper performance of its duties and responsibilities.

6.1.2 The parties acknowledge and agree the desirability of avoiding unnecessary costs being incurred by the Panel.

6.2 Preparation and approval of budgets

6.2.1 No earlier than sixty (60) Working Days and no later than forty (40) Working Days before the start of each calendar year, the Panel Secretary shall circulate to all parties, and invite comments on, a draft budget setting out the Panel's good faith estimate of the reasonable costs and expenses that the Panel anticipates it will incur (or be committed to) in the next calendar year.

6.2.2 The Panel shall consider any comments received within ten (10) Working Days of circulating the draft budget and, after making any amendments it considers necessary, it shall (within a further ten (10) Working Days) present the draft budget to the Secretary of State for approval.

6.2.3 The Secretary of State may, taking into account the parties' desire to avoid unnecessary costs being incurred by the Panel:

- (a) approve the draft budget; or
- (b) amend the draft budget and approve such amended budget.

6.2.4 If, during a calendar year, the Panel wishes to amend the budget approved by the Secretary of State, then if such amendment relates to a sum:

- (a) within the limits determined from time to time by the Secretary of State, the Panel may by resolution amend the budget; or
- (b) above such limit, the Panel shall obtain approval from the Secretary of State.

6.3 Payment and recovery of costs incurred

6.3.1 The Panel shall approve all costs incurred under Clause 6.1, which have been included in the approved budget for the relevant calendar year and shall arrange for payment of such costs by the Panel Secretary under Clause 6.3.3.

6.3.2 The Panel shall recover all the approved costs incurred under Clause 6.1:

- (a) from the date of this Agreement until 14 June 2014, from the Secretary of State; and
- (b) in relation to the part year from 15 June 2014 until 31 December 2014 and each calendar year thereafter, from each Supplier and Green Deal Provider on the following basis (as calculated at the start of the relevant calendar year):

$$\frac{\text{Panel Costs}}{2 \times \text{Total Plans}} \times \text{Relevant Plans}$$

where:

Panel Costs means the Panel costs incurred under Clause 6.1 in the relevant calendar year (or part year, if such costs have been partially recovered under Clause 6.3.2(a)).

Total Plans means the total number of Green Deal Plans for which Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1 and the relevant Green Deal Plan End Date has not yet passed.

Relevant Plans means, in the case of:

- (i) a Green Deal Provider, the number of Green Deal Plans for that Green Deal Provider for which Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1 and the relevant Green Deal Plan End Date has not yet passed; and
- (ii) a Supplier, the number of Green Deal Plans for which that Supplier was agent and trustee and Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1.

6.3.3 The Panel Secretary shall within twenty (20) Working Days of 1 January in each calendar year calculate the amount owed by each Supplier and each Green Deal Provider under Clause 6.3.2 and arrange for the collection of such amount (together with VAT, if applicable) and Suppliers and Green Deal Providers shall, upon receipt of an invoice, pay such amount within twenty (20) Working Days.

6.4 Report on costs

The Panel Secretary shall on an annual basis prepare a report on all costs incurred under Clause 6.1 and send a copy of such report to the Secretary of State, the Authority and each party's Contract Manager.

7 Modification

7.1 Prior consent to modify this Agreement

Secretary of State consent

7.1.1 The parties acknowledge and agree that notwithstanding any other provision of this Agreement, no amendment to or variation of any provision of this Agreement shall take effect without the prior written consent of the Secretary of State.

Authority Priority provisions

7.1.2 The parties acknowledge and agree that notwithstanding any other provision of this Agreement, no amendment to or variation of or derogation from 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:

- (a) Part 2 of this Agreement (comprising Clauses 5 to 8); or
- (b) any change to any definition in Clause 1.1 that may materially affect the provisions identified in Clause 7.1.2(a); or

- (c) 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 (either directly or indirectly) upon the Authority,

(the **Authority Priority Provisions**) and the parties acknowledge that when the Authority considers whether or not to provide its consent, it will reach its decision in accordance with the objective of this Agreement as referred to in recitals (E), subject always to recital (F).

Finance Party Priority Provisions

- 7.1.3 Subject to Clauses 7.1.5 and 20.2.1, the parties acknowledge and agree that notwithstanding any other provision of this Agreement, no amendment to or variation of or derogation from any of the matters dealt with in any of the provisions identified in Clause 7.1.4 (or any change to any definition in Clause 1.1 that may materially affect such provisions) shall take effect, where the relevant threshold of Finance Parties' votes (in writing to the Panel) against such amendment, variation or derogation within fifteen (15) Working Days of the Panel accepting a Change Proposal under Clause 7.3.4.
- 7.1.4 The relevant threshold for the purposes of Clause 7.1.3 is:
 - (a) in the case of an amendment or variation to or derogation from Clause 5.4.1(b), 5.5.2(c), 11.5.1, 12.2, 12.3, 14, 18, 21.1.6, 25, 30, 32 or 37 or Schedule 6, Schedule 7 or Schedule 8, a simple majority of Voted FPGDC voting against such proposed amendment or variation;
 - (b) in the case of an amendment or variation to or derogation from Clause 5.4.5, 7.1.3, 7.1.4, 11.2.1, 11.2.4, 11.3.1, 11.3.2, 11.3.6, 11.3.7, 11.5.2, 11.6.1, 11.6.3, 11.6.6 or 11.6.8, any Finance Party that has been assigned the right to receive Green Deal Charges under a Nominated Green Deal Plan voting against such proposed amendment or variation; or
 - (c) in the case of any other provision of this Agreement which requires the consent of a Finance Party, a Finance Party that has been assigned the right to receive Green Deal Charges under a Nominated Green Deal Plan not being in favour of such proposed amendment or variation,

(the **Finance Party Priority Provisions**).

- 7.1.5 A Finance Party may not vote under Clause 7.1.3 unless the proposed amendment, variation or derogation adversely affects its interests under this Agreement.
- 7.1.6 The Secretary of State shall determine whether the relevant threshold for the purposes of Clause 7.1.3 has been met.

7.2 Changes to this Agreement

- 7.2.1 Any party that wishes to change this Agreement may submit a Change Proposal to the Panel requesting that such change be made.
- 7.2.2 Subject to Clause 7.3.1, where the Panel receives a Change Proposal under Clause 7.2.1, it shall send a copy of such request to all Interested Persons for consideration and indicate the deadline for submitting comments.

7.2.3 The Panel Secretary shall collate all comments received within the proposed timescale indicated under Clause 7.2.2 and send, within ten (10) Working Days of the deadline, a copy of:

- (a) such comments; and
- (b) the results of any impact assessment received,

to all Interested Persons.

Panel duties on receiving comments by the Secretary of State or the Authority

7.2.4 The Panel shall:

- (a) give due and prompt consideration to any matter in connection with a Relevant Instrument that is referred to it in writing by the Secretary of State (or, where such matter concerns an Authority Priority Provision, the Authority);
- (b) advise the Secretary of State (and, where such decision or action concerns an Authority Priority Provision, the Authority) in writing of any decision or action of the Panel under this Agreement;
- (c) if requested by the Secretary of State or the Authority, give the Secretary of State or the Authority written reasons for such decision or action; and
- (d) if requested by:
 - (i) the Secretary of State, in relation to any proposal by it for a change to any provision of this Agreement; and
 - (ii) the Authority, in relation to any proposal by it for a change to any Authority Priority Provision,(having regard, in particular, to the resources available to the Panel) provide or procure the provision of advice and assistance to it as soon as reasonably practicable as to the implications of the change and the actions necessary to implement it (including any relevant impact assessment).

7.3 Panel decision-making process

7.3.1 Where the Panel receives a Change Proposal, it may, before sending a copy to anyone under this Clause 7, return the Change Proposal to the party who raised it (the **Proposer**) recommending that the party retract the Change Proposal and refer it to the Panel Secretary as an Operational Issue to be considered in accordance with the Operational Procedures.

7.3.2 The Proposer shall notify the Panel Secretary whether it accepts or rejects the Panel's recommendation and:

- (a) if the Proposer accepts the Panel's recommendation, the Change Proposal shall be deemed to have been retracted; or
- (b) if the Proposer does not accept Panel's recommendation, the Panel shall send a copy of the Change Proposal under Clause 7.2.3 and the remainder of this Clause 7 shall continue to apply to that Change Proposal.

7.3.3 Once the procedures under Clause 7.2 have been completed, the Panel shall consider such Change Proposal and decide whether to accept or reject it in accordance with Clause 5.11.

7.3.4 Where the Panel accepts 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 the Panel under Clause 7.5, but in any event shall include the parameters for:

- (a) timing of the process and, subject to Clause 7.5, the timing of the implementation;
- (b) the need for any sub-committees and the terms of reference for any such sub-committee; and
- (c) the process for agreeing the final form of the change and the manner in which the change should be made,

and such process shall be subject to Clause 5.

7.3.5 Once the final form of the change has been agreed or determined, this Agreement shall be amended in accordance with the resolution of the Panel or, where such decision is appealed, as determined by the Secretary of State.

7.4 Urgent modifications

Where any amendment or variation is proposed to this Agreement under this Clause 7, which the Panel considers to be of an urgent nature and is a change that should be accepted, the Panel may decide, by a simple majority, to reduce the timescales set out in this Clause 7 accordingly.

7.5 Change Proposal Procedures

The Panel shall agree and issue appropriate procedures in relation to Change Proposals submitted under this Clause 7 (which procedures shall be subordinate to and shall not be inconsistent with this Agreement) and the parties agree to comply with those procedures as issued from time to time.

7.6 Operational Issues and Procedures

7.6.1 Any party may raise an Operational Issue by written Notice to the Panel Secretary.

7.6.2 Subject to Clause 7.6.3, the Panel shall, where it agrees with an Operational Issue raised under Clause 7.6.1, seek to agree appropriate remedial procedures (**Operational Procedures**).

7.6.3 Operational Procedures shall be subordinate to and shall not be inconsistent with this Agreement.

7.6.4 The parties shall comply with such Operational Procedures (as amended from time to time) insofar as they are applicable to it.

7.6.5 Nothing in this Clause 7.6 shall prevent any party from raising a Change Proposal at any time.

7.7 Secretary of State modifications

This Clause 7 is without prejudice to the Secretary of State's power to make modifications to this Agreement under section 17(1)(d) of the Energy Act or any other statutory power.

8 Relationship with Related Consents and Energy Codes

8.1 Co-operation and co-ordination

8.1.1 Each of the parties acknowledges and agrees with the desirability of achieving and maintaining consistency with, and the absence of conflict between, this Agreement, the Related Consents and Energy Codes but recognises that it will not in all circumstances be possible to avoid inconsistency or conflict.

8.1.2 The Panel shall be responsible for liaising with the appropriate forum under the Related Consents and the Energy Codes (as applicable) to ensure the co-ordination of the implementation of changes to this Agreement within the agreed timescales (and to this end shall establish appropriate joint working arrangements with such forums).

8.2 Conflict with Related Consents

8.2.1 If, at any time, there is any conflict between this Agreement (as interpreted in the context of this Agreement) and any equivalent terms, conditions or other provisions contained in the Related Consents (as interpreted in the context of the relevant Related Consent), the parties agree that (subject to Clause 8.3.2):

- (a) the Panel Secretary shall (on becoming aware of an actual or potential conflict) notify all Interested Persons;
- (b) if and for so long as a party complies with such equivalent terms, conditions or other provisions in the Related Consent it will not be in breach of its obligations under this Agreement in respect of those provisions which are in conflict; and
- (c) until such time that the conflict is resolved through the procedures set out in this Clause 8 and the equivalent procedures in the Related Consent, the Related Consent shall prevail over the equivalent provision(s) of this Agreement with which they are in conflict.

8.2.2 Nothing in Clause 8.2.1 shall prejudice the form or content of any proposed change to resolve the conflict.

8.3 Conflict with Energy Codes

8.3.1 Subject to Clause 8.3.2, if at any time there is any conflict between this Agreement and any equivalent terms, conditions or other provisions contained in an Energy Code, the parties shall, unless this Agreement expressly states otherwise, continue to comply with this Agreement.

8.3.2 Nothing in Clause 8.3.1 shall prejudice the form or content of any proposed change to resolve the conflict.

8.4 Panel consideration of Energy Code Matters

Where any resolution proposed to be put to the vote of any meeting of the Panel concerns (in whole or in part) an Energy Code Matter:

- (a) the Panel Secretary shall notify the appropriate forum of the relevant Energy Code (being, in the case of the Master Registration Agreement, the MRA Executive Committee and in the case of the Data Transfer Services Agreement, the Service Controller);
- (b) the Panel shall thereafter liaise with that appropriate forum to ensure appropriate co-ordination takes place prior to voting; and
- (c) Panel Members shall have regard to such Energy Code Matter when voting.

WITHDRAWN

Part 3: Commercial Arrangements

WITHDRAWN

9 Central Charge Database

9.1 Administration of the Database

Green Deal Providers and Finance Parties acknowledge and agree that:

- (a) subject to Clause 8.3.1, the Central Charge Database is administered under arrangements set out under the Master Registration Agreement and, more specifically, MRA Agreed Procedure 18 (*The Green Deal Central Charge Database*); and
- (b) nothing in this Agreement gives Green Deal Providers or Finance Parties enforceable rights under the Master Registration Agreement or direct rights to access or use the Central Charge Database.

9.2 Access to and use of the Database

9.2.1 Suppliers shall jointly procure, from 14 January 2013, that:

- (a) the Central Charge Database is capable of:
 - (i) facilitating the performance of the obligations set out in Clause 10;
 - (ii) supporting interfaces with the following, for data validation purposes:
 - (aa) the Electricity Central On-line Enquiry Service; and
 - (bb) the EPC Registers; and
- (b) read-only access to the Central Charge Database is provided through a secure web portal for those authorised users that have entered into a GDCC Access Agreement.

9.2.2 Each party acknowledges and agrees that, notwithstanding any other provision of this Agreement:

- (a) its terms of access to and use of the Central Charge Database for the purpose of this Agreement shall be governed by its respective GDCC Access Agreement and not this Agreement; and
- (b) their only method of communication for inputting or amending information held on the Central Charge Database is the Data Transfer Network, in the format specified by the Data Transfer Catalogue.

9.2.3 Each party shall, acting as a Reasonable and Prudent Operator, ensure that any data that it sends to the Central Charge Database or enters onto the Central Charge Database is correct.

9.2.4 Each party acknowledges that any notification sent to the Central Charge Database that would have the effect of requiring a manual retrospective change to Green Deal Arrangements Data shall be subject to the terms of its GDCC Access Agreement.

9.3 Processing of Data Flows

9.3.1 Suppliers shall jointly procure that where a Data Flow is received by the Central Charge Database gateway:

- (a) by 2.00 pm on a Working Day, it shall be processed on that Working Day; and
- (b) after 2.00 pm on a Working Day, it shall be processed on the following Working Day.

9.3.2 The processing of Data Flows within the timescales under Clause 9.3.1 is subject to:

- (a) the availability of the Data Transfer Network, EPC Registers and the Electricity Central On-line Enquiry Service; and
- (b) there being, within any two (2) hour period, no more than one thousand five hundred (1500) files or two hundred and fifty (250) megabytes of data being downloaded from the Data Transfer Network gateway to the Central Charge Database.

9.3.3 For the purposes of Clause 9.3, **processed** means the production of an outbound Data Flow back to the Data Transfer Network to the Central Charge Database gateway, following receipt of an incoming Data Flow at the Central Charge Database gateway.

9.4 Suppliers' joint obligations

9.4.1 Suppliers may satisfy any of their joint obligations under Clauses 9 and 10 through the operation of the Central Charge Database.

9.4.2 Where Suppliers breach a joint obligation under this Agreement, each Supplier shall be liable to each other in proportion to the number of Green Deal Plans, at the date of the breach, for which that Supplier was agent and trustee and Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1.

10 Green Deal Plan Setup Process

10.1 Setup and validation

10.1.1 A Green Deal Provider may, from 14 January 2013, in respect of any Improver with whom it has agreed to a quotation concerning a proposed Green Deal Plan, enter:

- (a) the Electricity Data for the Electricity Customer at the relevant property;
- (b) the EPC Reference Number for the relevant property;
- (c) the EPC UPRN for the relevant property; and
- (d) the postcode of the relevant property,

onto the Central Charge Database, using Data Flow D0317.

Data Validation

10.1.2 Suppliers shall jointly ensure that where a Green Deal Provider enters Electricity Data, the EPC Reference Number and the EPC UPRN onto the Central Charge Database, the following validations are carried out:

- (a) Initial Data Validation;
- (b) Green Deal MPAN Core Validation; and

(c) EPC Register Pre-Installation Validation.

10.1.3 If the result of any validation under Clause 10.1.2 is a Fail, Suppliers shall jointly ensure that the relevant Green Deal Provider is notified (using Data Flow D0339).

10.1.4 If the result of any validation under Clause 10.1.2 is a Pass, Suppliers shall jointly ensure that:

- (a) a new Green Deal Plan ID is created for the proposed Green Deal Plan;
- (b) a Green Deal Plan ID for the proposed Green Deal Plan is assigned to no more than one MPAN Core;
- (c) the Green Deal Plan ID and the identity of the relevant Green Deal Provider is sent to the Keeper of the EPC Register; and
- (d) the relevant Supplier is notified.

Supplier Verification

10.1.5 Following receipt of a notification under Clause 10.1.4(d), the relevant Supplier shall perform a verification (**Supplier Verification**) to determine whether the following are satisfied (a **Pass**) or not satisfied (a **Fail**):

- (a) the Green Deal MPAN Core corresponds with the relevant Electricity Account Number;
- (b) the Supplier is registered against the Green Deal MPAN Core and, at the time of the verification, it considers that such registration is not an Erroneous Registration; and
- (c) the Electricity Customer for the relevant Electricity Account Number is reasonably identifiable by name.

10.1.6 Where the result of a Supplier Verification under Clause 10.1.5 is a Fail, the relevant Supplier shall send a notification to the Central Charge Database within one (1) Working Day of receiving a notification under Clause 10.1.4(d).

10.1.7 Where the result of a Supplier Verification under Clause 10.1.5 is a Pass, the relevant Supplier shall send a notification to the Central Charge Database that confirms:

- (a) the result of the Supplier Verification is a Pass;
- (b) if the Electricity Customer has a Prepayment Meter that does not support the remote application of Green Deal Charges; and
- (c) if the Electricity Customer has Outstanding Charges (at account level) that are equal to or greater than the applicable Debt Threshold,

as soon as reasonably practicable, but in any event not more than two (2) Working Days of the Supplier receiving a notification under Clause 10.1.4(d).

10.1.8 Notwithstanding Clause 10.1.7(c), a Supplier is under no obligation to notify a Green Deal Provider of the amount of Outstanding Charges for any Electricity Customer.

10.1.9 Suppliers shall jointly ensure that where a notification is received under Clause 10.1.6 or 10.1.7, the relevant Green Deal Provider is notified using Data Flow D0344.

10.1.10 Where a Green Deal Provider is notified that the result of a Supplier Verification under Clause 10.1.5 is a Pass, then:

- (a) it may (without prejudice to the requirements of and restrictions in its Provider Authorisation) enter into the Green Deal Plan with the Improver and, where the Improver is not the Electricity Customer, the Electricity Customer; or
- (b) either:
 - (i) if it decides it does not want to enter into the proposed Green Deal Plan; or
 - (ii) if the Improver (or, where the Improver is not the Electricity Customer, the Electricity Customer) notifies the Green Deal Provider that it does not want to enter into the relevant Green Deal Plan,

it shall cancel the setup process by sending a notification to the Central Charge Database (using Data Flow D0321) within twenty (20) Working Days of receiving such notification.

10.1.11 Suppliers shall jointly ensure that where a Green Deal Provider has sent a notification to the Central Charge Database under Clause 10.1.10(b) an Initial Data Validation and Green Deal MPAN Core Validation are carried out and the results of the validations are notified to the Green Deal Provider (using Data Flow D0344).

10.1.12 Where a Green Deal Plan is entered into, the relevant Green Deal Provider shall, as soon as reasonably practicable but in any event within three (3) Working Days, send a notification to the Central Charge Database accordingly (using Data Flow D0323).

Data validation by the Central Charge Database

10.1.13 Suppliers shall jointly ensure that where the Green Deal Provider has sent a notification under Clause 10.1.12, an Initial Data Validation and Green Deal MPAN Core Validation are carried out.

10.1.14 Suppliers shall jointly ensure that where the result of any validation under Clause 10.1.13 is:

- (a) a Fail, the relevant Green Deal Provider is notified (using Data Flow D0344); or
- (b) a Pass, the relevant Supplier is notified.

Re-performed Supplier Verification

10.1.15 Where a Supplier receives a notification under Clause 10.1.14(b), it shall re-perform the Supplier Verification and Clauses 10.1.16 and 10.1.17 shall apply.

10.1.16 Where the result of the re-performed Supplier Verification is a Fail, the relevant Supplier shall send a notification to the Central Charge Database within one (1) Working Day of receiving a notification under Clause 10.1.14(b).

10.1.17 Where the result of the re-performed Supplier Verification is a Pass, the relevant Supplier shall:

- (a) send a notification to the Central Charge Database within one (1) Working Day of receiving a notification under Clause 10.1.14(b); and
- (b) using impartial language and unaccompanied by any marketing or promotional material, send a statement to the relevant Green Deal Bill Payer by email, fax or post with the following information:
 - (i) that the Green Deal Plan has been successfully set up;
 - (ii) the corresponding Green Deal Plan ID; and
 - (iii) details of where the Green Deal Bill Payer can find impartial advice and information about its Green Deal Plan, including a telephone number and website address,

within three (3) Working Days of receiving a notification under Clause 10.1.14(b).

10.1.18 Suppliers shall jointly ensure that where a notification is received under Clause 10.1.16 or 10.1.17(a), the relevant Green Deal Provider is notified (using Data Flow D0344).

Cooling-off Periods

10.1.19 If a Green Deal Plan is cancelled within a Cooling-off Period, the relevant Green Deal Provider shall send a notification to the Central Charge Database (using Data Flow D0322) with a revised Green Deal Plan End Date that is:

- (a) no earlier than the second Working Day after the notification is sent; and
- (b) within five (5) Working Days of such cancellation.

Commencement of the Installation

10.1.20 Where:

- (a) a Green Deal Plan ID is allocated to a Green Deal Plan;
- (b) the result of the re-performed Supplier Verification (re-performed under Clause 10.1.15) is a Pass and the relevant Green Deal Provider receives a notification under Clause 10.1.18; and
- (c) the Improver (or, where the Improver is not the Green Deal Bill Payer, the Green Deal Bill Payer) has not cancelled the Green Deal Plan within a Cooling-off Period,

the Green Deal Provider may (without prejudice to the requirements of its Provider Authorisation) commence the Installation.

10.2 Arrangements following Installation

Entering data following Installation

10.2.1 Where the Green Deal Provider has completed the Installation in accordance with the Green Deal Plan it shall, within three (3) Working Days of:

- (a) the Improver (or, where the Improver is not the Green Deal Bill Payer, the Green Deal Bill Payer) approving the Installation; and
- (b) a revised EPC assessment and accompanying disclosure information being lodged on the relevant EPC Register,

enter the relevant Green Deal Arrangements Data for that Green Deal Plan onto the Central Charge Database (using Data Flows D0321 and D0322).

10.2.2 Each Green Deal Provider shall (subject to Clause 16.1.4) be responsible for calculating the relevant Daily Green Deal Charges for its Green Deal Plans and entering them onto the Central Charge Database.

Further data validation following Installation

10.2.3 Suppliers shall jointly ensure that where a Green Deal Provider enters Green Deal Arrangements Data under Clause 10.2.1:

- (a) an Initial Data Validation, Green Deal MPAN Core Validation and an EPC Register Post-Installation Validation is carried out;
- (b) the submitted first Green Deal Charge Start Date is rejected by the Central Charge Database where such date:
 - (i) is less than twenty (20) Working Days from the date of entry of the Green Deal Arrangements Data onto the Central Charge Database; or
 - (ii) is earlier than 1 March 2013;
- (c) such data must include a contiguous series of Charge Periods, each with a relevant Green Deal Charge Start Date and a relevant Green Deal Charge End Date, and the last Green Deal Charge End Date and the Green Deal Plan End Date shall be the same as the end date for the relevant Green Deal Plan; and
- (d) the following amount is calculated for the relevant Green Deal Plan:
 - (i) the aggregate of the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings; **less**
 - (ii) the aggregate Daily Green Deal Charges for the twelve (12) month period commencing on the first Green Deal Charge Start Date,

to determine if:

- (1) the information in Clause 10.2.3(a) is accurate and the number calculated under Clause 10.2.3(d) is zero or positive (a **Pass**); or
- (2) the information in Clause 10.2.3(a) is inaccurate or, where Clause 10.2.3(d) applies, the number calculated is negative (a **Fail**).

10.2.4 Suppliers shall jointly ensure where under Clause 10.2.3 there is:

- (a) a Fail, the relevant Green Deal Provider is notified (using Data Flow D0344); or

- (b) a Pass:
 - (i) details of the first Green Deal Charge Start Date, the Daily Green Deal Charge for the first charge period and the Green Deal Plan End Date are notified to the Keeper of the EPC Register; and
 - (ii) the relevant Supplier is notified.

Re-performed Supplier Verification

10.2.5 Following receipt of a notification under Clause 10.2.4(b)(ii), the relevant Supplier shall re-perform the Supplier Verification and Clauses 10.2.6 and 10.2.7 shall apply.

10.2.6 Where the result of the re-performed Supplier Verification is a Fail, the relevant Supplier shall send a notification to the Central Charge Database within one (1) Working Day of receiving a notification under Clause 10.2.4(b)(ii).

10.2.7 Where the result of the re-performed Supplier Verification is a Pass, the relevant Supplier shall:

- (a) send a notification to the Central Charge Database within one (1) Working Day of receiving a notification under Clause 10.2.4(b)(ii); and
- (b) using impartial language and unaccompanied by any marketing or promotional material, send a statement to the relevant Green Deal Bill Payer by email, fax or post with the following information:
 - (i) the corresponding Green Deal Plan ID;
 - (ii) the first Green Deal Charge Start Date;
 - (iii) the Green Deal Plan End Date;
 - (iv) the amount of the Daily Green Deal Charge for the first charge period;
 - (v) an explanation that payments for energy efficiency improvements to the property are to be payable from the first Green Deal Charge Start Date; and
 - (vi) details of where that Green Deal Bill Payer can find impartial advice and information about its Green Deal Plan, including a telephone number and website address,

within three (3) Working Days of receiving the notification under Clause 10.2.4(b)(ii).

10.2.8 Suppliers shall jointly ensure that where a notification is received under Clause 10.2.6 or Clause 10.2.7(a), the relevant Green Deal Provider is notified (using Data Flow D0344).

10.2.9 Prior to the first Green Deal Charge Start Date for a Green Deal Plan, a Supplier:

- (a) must not (and is under no obligation to) collect any Green Deal Charges under the relevant Green Deal Plan; and
- (b) is under no obligation to remit any Green Deal Charges to the relevant Green Deal Provider, in respect of the relevant Green Deal Plan.

10.3 Changes to Green Deal Arrangements Data

10.3.1 A Green Deal Provider:

- (a) may, send notifications (using Data Flows D0321 and D0322, as appropriate) to the Central Charge Database containing revised or new Green Deal Arrangements Data for Green Deal Plans it has entered into; and
- (b) shall, where it is aware that there is a change in Green Deal Arrangements Data for a Green Deal Plan it has entered into, send a notification to the Central Charge Database within three (3) Working Days, containing revised or new Green Deal Arrangements Data.

10.3.2 Suppliers shall jointly ensure that where a Green Deal Provider enters Green Deal Arrangements Data under Clause 10.3.1, an Initial Data Validation and Green Deal MPAN Core Validation are carried out.

10.3.3 Where, under Clause 10.3.1, a Green Deal Provider changes the Daily Green Deal Charge during the twelve (12) month period commencing on the first Green Deal Charge Start Date, Suppliers shall jointly ensure that:

- (a) the following amount is calculated for the relevant Green Deal Plan:
 - (i) the aggregate of the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings; **less**
 - (ii) the aggregate Daily Green Deal Charges for the twelve (12) month period commencing on the first Green Deal Charge Start Date; and
- (b) relevant Green Deal Provider is notified (using Data Flow D0344) whether the number calculated under Clause 10.3.3(a) is zero or positive (a **Pass**) or negative (a **Fail**).

10.3.4 Where, under Clause 10.3.1, there is a revised or new Green Deal Charge Start Date, Suppliers shall jointly ensure that such date is rejected by the Central Charge Database where the date is less than twenty (20) Working Days after the notification under Clause 10.3.1 is sent.

10.3.5 Where, under Clause 10.3.1, there is a revised or new Green Deal Charge Start Date or a revised or new Green Deal Charge End Date, Suppliers shall jointly ensure that such data must include a contiguous series of Charge Periods, each with a relevant Green Deal Charge Start Date and a relevant Green Deal Charge End Date, and the last Green Deal Charge End Date and the Green Deal Plan End Date shall be the same as the end date for the relevant Green Deal Plan.

10.3.6 Where, under Clause 10.3.1, there is a change to the end date of a Green Deal Plan:

- (a) Suppliers shall jointly ensure that:
 - (i) the Green Deal Plan End Date must be no earlier than the second Working Day after the notification under Clause 10.3.1 is sent; and
 - (ii) the revised Green Deal Plan End Date is notified to the Keeper of the EPC Register; and

- (b) Clause 11.8.3 shall, where applicable, apply.

10.4 Rejected Data

Suppliers shall jointly ensure that where the result of any Supplier Verification, Green Deal MPAN Core validation or Data Validation under this Clause 10 is a Fail, the Green Deal Provider shall have the option:

- (a) to send a notification to the Central Charge Database containing revised data that it wishes to resubmit;
- (b) where the relevant Green Deal Plan has already been entered into, to send a notification to the Central Charge Database (using Data Flow D0322) to reflect the Green Deal Plan having come to an end under Clause 10.3.6; or
- (c) where a proposed Green Deal Plan has not been entered into, to send a notification to the Central Charge Database (using Data Flow D0321) to reflect the ending of the setup and validation process.

10.5 Notification on changes to Daily Green Deal Charge

10.5.1 Where on a Green Deal Charge Start Date the Daily Green Deal Charge is different to the previous Daily Green Deal Charge (other than as a result of the operation of Clause 16.1.4), Suppliers shall jointly ensure that the revised Daily Green Deal Charge is notified to the Keeper of the EPC Register.

10.5.2 Prior to a Daily Green Deal Charge being different to a previous Daily Green Deal Charge on a Green Deal Charge Start Date (other than as a result of the operation of Clause 16.1.4), the relevant Green Deal Provider shall send a statement to the Green Deal Bill Payer by email, fax or post with the following information:

- (a) the corresponding Green Deal Plan ID;
- (b) the relevant Green Deal Charge Start Date; and
- (c) the amount of the new Daily Green Deal Charge.

10.6 Permanent disconnection of Green Deal Premises

10.6.1 Suppliers shall jointly ensure that the relevant Green Deal Provider is notified (using Data Flow D0337) where Green Deal Premises are Disconnected in accordance with clause 25 of the Distribution Connection and Use of System Agreement.

10.6.2 Where a Green Deal Provider receives a notification under Clause 10.6.1, it shall send a notification to the Central Charge Database (using Data Flow D0322) with a revised Green Deal Plan End Date for the relevant Green Deal Plan that is:

- (a) no earlier than the second Working Day after the notification is sent; and
- (b) within six (6) Working Days of receiving such notification under Clause 10.6.1.

10.6.3 A Green Deal Provider shall, within six (6) Working Days of sending a notification under Clause 10.6.2, send a further notification to the Central Charge Database (using Data Flow D0320) confirming whether or not it has amended the Green Deal Plan End Date.

11 Collection of Green Deal Charges

11.1 Obligation to collect Green Deal Charges

11.1.1 Section 1(6) of the Energy Act makes provision for the payment and collection of Green Deal Charges and provides, among other things, that Green Deal Charges are to be:

- (a) recoverable as debts by the relevant Supplier from the relevant Green Deal Bill Payer; and
- (b) recovered and held by the relevant Supplier as agent and trustee for the relevant Green Deal Provider (unless the relevant Supplier is also that person).

11.1.2 Clauses 11 and 12:

- (a) set out the terms on which each Supplier shall recover and hold Green Deal Charges pursuant to section 1(6) of the Energy Act; and
- (b) are also made pursuant to Standard Condition 38.4 (*Contents of GDAA*) of an Electricity Supply Licence which, amongst other things, requires Suppliers to ensure that this Agreement comprises provisions to facilitate and procedures and practices to be followed by a Supplier, and provisions to facilitate the operation of the agency and trustee relationship between Suppliers and Green Deal Providers, in relation to the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees).

11.2 Suppliers to be agents and trustees

11.2.1 Subject to Clauses 10.2.9 and 11.2.2, in respect of each Green Deal Plan, the relevant Green Deal Provider and the relevant Supplier acknowledge and agree that the Supplier shall act as the Green Deal Provider's agent and trustee for the collection of Green Deal Charges for that Green Deal Plan, on the terms of this Clause 11.

11.2.2 Consistent with section 1(6)(d) of the Energy Act, Clause 11.2.1 shall not apply where the relevant Green Deal Provider is the same person as the relevant Supplier.

11.2.3 Any action that a Supplier takes, or purports to take, on behalf of a Green Deal Provider at a time when the Supplier is not authorised to do so, shall, if subsequently ratified by the Green Deal Provider, be as valid as if the Green Deal Provider had expressly authorised that action in advance.

11.2.4 Each Supplier shall, while acting as agent and trustee for a Green Deal Provider, act towards the relevant Green Deal Provider conscientiously and in good faith.

11.2.5 Subject to Clauses 11.6.8 and 11.8.2, while a Supplier is acting as agent and trustee for a Green Deal Provider, the relevant Green Deal Provider shall:

- (a) act conscientiously and in good faith at all times toward that Supplier;
- (b) not collect or attempt to collect Green Deal Charges directly from the relevant Green Deal Bill Payer; and
- (c) not appoint anyone else as agent for the collection of Green Deal Charges under the relevant Green Deal Plan.

11.3 Trust Property

11.3.1 Each Supplier shall hold each item of Trust Property on trust for the benefit of the relevant Green Deal Provider.

11.3.2 For the avoidance of doubt, this means that Suppliers shall have:

- (a) no beneficial interest in any Trust Property; and
- (b) no right to use Green Deal Charges for their own business purposes in the period between recovering them from Green Deal Bill Payers and remitting them to Green Deal Providers.

11.3.3 Each Green Deal Provider acknowledges that, when Green Deal Charges are recovered and held by a Supplier, they may be commingled with the Supplier's own funds.

11.3.4 Each Supplier has the power to invest Green Deal Charges recovered and held by it by placing them on deposit with a bank and:

- (a) the deposits may be made in the name of the Supplier or in the name of an Affiliate of the Supplier; and
- (b) the funds so deposited may remain commingled with the Supplier's own funds and those of its Affiliate(s),

provided that the Supplier must notify the relevant bank and account holding Affiliate (where applicable) that the Green Deal Charges in the bank account are held on trust for the benefit of Green Deal Providers pursuant to section 1(6) of the Energy Act and this Agreement.

11.3.5 Any interest or other benefits (if any) earned by a Supplier with respect to Green Deal Charges held by it shall belong to the relevant Supplier, in accordance with Clause 13.1.2(b).

11.3.6 Each Supplier must keep a balance in the bank account into which Green Deal Charges are received or invested under Clause 11.3.4 at least equal to the value of Green Deal Charges that it reasonably estimates that it is holding at any given time.

11.3.7 If a Supplier holds insufficient funds to remit Green Deal Charges already received by it to the relevant Green Deal Providers, the trust claims of the relevant Green Deal Providers in respect of those Green Deal Charges shall abate rateably with each other.

11.4 Recovery of Green Deal Charges

11.4.1 Subject to Clauses 11.5, 11.6 and a Supplier's Electricity Supply Licence, each Supplier shall use the same processes and efforts to recover Green Deal Charges from the relevant Green Deal Bill Payer that it uses to collect Charges for the Supply of Electricity.

11.4.2 Subject to paragraph 1.4.3 of Schedule 6, this Agreement shall not require a New Supplier to recover a Green Deal Bill Payer's Green Deal Charges that fell due for recovery by an Old Supplier prior to the time that the New Supplier became the Green Deal Provider's agent and trustee for the collection of Green Deal Charges for that Green Deal Plan, unless that Green Deal Bill Payer owes Outstanding Charges that are Charges for the Supply of Electricity that fell due for recovery by the Old Supplier and the New Supplier agrees to recover those Outstanding Charges.

- 11.4.3 For the avoidance of doubt, where a Green Deal Premises becomes vacant or is de-energised, Daily Green Deal Charges shall still accrue and the obligation to recover Green Deal Charges from the relevant Green Deal Bill Payer does not end.
- 11.4.4 Green Deal Providers acknowledge that under Standard Condition 36.11 (*Payment method and frequency of billing*) of an Electricity Supply Licence, where a Green Deal Bill Payer who is not an Electricity Customer requests receipt of a bill before paying Green Deal Charges, a Supplier must send that Green Deal Bill Payer a bill in relation to those Green Deal Charges at intervals of not more than three (3) months.

11.5 Amount of Green Deal Charges to recover

- 11.5.1 The amount of Green Deal Charges to recover shall be as determined under Schedule 6.
- 11.5.2 Subject to Clause 11.6.3 and paragraph 1.4.3 of Schedule 6, and without prejudice to paragraph 2 of Schedule 6 to the Electricity Act, a Supplier shall not cancel or amend, or in any dealing with a Green Deal Bill Payer purport to cancel or amend (either in part or whole), an obligation to pay a Green Deal Charge.

11.6 Debt collection

- 11.6.1 Subject to Clause 11.6.2 and Standard Conditions 37.9 to 37.12 (*Notice of Green Deal Charge arrears*) of an Electricity Supply Licence, where a Green Deal Bill Payer owes Outstanding Charges that comprise (in whole or in part) Green Deal Charges, the Supplier shall use the same processes and efforts to recover such Green Deal Charge arrears from that Green Deal Bill Payer that it uses to collect arrears of Charges for the Supply of Electricity.
- 11.6.2 When dealing with Green Deal Bill Payers, each Supplier shall have regard to any guidance on debt collection issued by the Office of Fair Trading prevailing from time to time.

Write-down of a final debt

- 11.6.3 Where:
- (a) the Green Deal Bill Payer owes Outstanding Charges for both Charges for the Supply of Electricity and Green Deal Charges, and:
 - (i) the relevant Supplier collects from the Green Deal Bill Payer an amount less than the Outstanding Charges, in full and final settlement of those Outstanding Charges;
 - (ii) a third party debt collector appointed by the Supplier as its agent for collection collects from the Green Deal Bill Payer an amount less than the Outstanding Charges, in full and final settlement of those Outstanding Charges; or
 - (iii) a third party debt collector pays the Supplier an amount less than the Outstanding Charges in consideration of transferring the right to collect those Outstanding Charges directly from the Green Deal Bill Payer,
- (in each case, such amount being the **Collected Amount**);

- (b) such Collected Amount is applied pro rata and pari passu without any preference between them to the Outstanding Charges for Charges for the Supply of Electricity and the Green Deal Charges;
- (c) the Green Deal Bill Payer has ceased to be liable to pay the relevant Supplier's electricity bills for the property accruing from time to time; and
- (d) the Supplier sends a notification to the Central Charge Database confirming at least the following:
 - (i) a negotiated settlement has occurred;
 - (ii) the amount of the Green Deal Charges that, as a result, have not been collected; and
 - (iii) the last known address of the Green Deal Bill Payer,

the Green Deal Provider authorises and accepts such reduction in Green Deal Charge arrears as a binding reduction to the total Green Deal Charges payable under the relevant Green Deal Plan.

11.6.4 Suppliers shall jointly ensure that, where a notification under Clause 11.6.3(d) is received by the Central Charge Database, the relevant Remittance Processor is notified of the information in Clause 11.6.3(d) (using Data Flow D0342).

11.6.5 Where an amount is collected or paid under an arrangement referred to in Clause 11.6.3(a)(ii) or 11.6.3(a)(iii), the reference to Collected Amount in Clause 11.6.3(b) shall be deemed to be net of any fee charged to the Supplier by the third party debt collector for its collection service (in relation to the relevant Green Deal Bill Payer only).

Supplier's decision not to collect final debt

11.6.6 Subject to Clause 11.6.1, where:

- (a) the Green Deal Bill Payer owes Outstanding Charges that are:
 - (i) Charges for the Supply of Electricity and Green Deal Charges; or
 - (ii) Green Deal Charges;
- (b) the relevant Supplier decides not to collect the whole of those Outstanding Charges from the Green Deal Bill Payer;
- (c) the Green Deal Bill Payer has ceased to be liable to pay the relevant Supplier's electricity bills for the property accruing from time to time; and
- (d) the Supplier sends a notification to the Central Charge Database confirming at least the following:
 - (i) a cancellation of the Outstanding Charges that are Charges for the Supply of Electricity has occurred;
 - (ii) the amount of the Green Deal Charges that, as a result, have not been collected; and

- (iii) the last known address of the Green Deal Bill Payer,

that Supplier shall no longer be under an obligation to collect and remit the Green Deal Charge arrears.

- 11.6.7 Suppliers shall jointly ensure that where a notification under Clause 11.6.6(d) is received by the Central Charge Database, the relevant Remittance Processor is notified of such receipt (using Data Flow D0342).
- 11.6.8 Where the Remittance Processor receives a Notice under Clause 11.6.7, the relevant Green Deal Provider may seek to recover the unpaid Green Deal Charges directly from the Green Deal Bill Payer.
- 11.6.9 Nothing in this Clause 11.6 shall prevent a Supplier from cancelling Outstanding Charges that are either Charges for the Supply of Electricity or any amount other than a Green Deal Charge owed by a Green Deal Bill Payer.

Remittance Bank Account used for debts

- 11.6.10 Where an Electricity Customer (who is a Green Deal Bill Payer) undergoes a change of Supplier, and the previous Supplier collects Green Deal Charge arrears from that Electricity Customer, the prevailing Remittance Bank Account specified on the Central Charge Database for the relevant Green Deal Plan shall be used for the purposes of Clause 12.2.
- 11.6.11 If, following a Supplier receiving a settlement in accordance with Clause 11.6.3, such Supplier receives additional payment from the Green Deal Bill Payer for the relevant Outstanding Charges in excess of such settlement, such excess amount shall be treated as a Payment under paragraph 2.2.1(b) of Schedule 6.

11.7 Failure to send a Notice of Green Deal Charge Arrears

Where the Authority decides that a Supplier has breached Standard Condition 37.9 (*Notice of Green Deal Charge arrears*) of its Electricity Supply Licence or where the Supplier accepts that it has not complied with that condition:

- (a) the relevant Green Deal Provider shall, within ten (10) Working Days of being notified of such breach or non-compliance, directly reimburse the relevant Green Deal Bill Payer all interest (and fees, if any) charged and collected in respect of Green Deal Charges for such period(s) of breach or non-compliance; and
- (b) the Supplier shall reimburse the relevant Green Deal Provider the amount under Clause 11.7(a) within twenty (20) Working Days of receipt of an invoice from the Green Deal Provider.

11.8 Cancellation or early repayment of Green Deal Charges

- 11.8.1 On receipt of a notification from the Secretary of State that the liability of a Green Deal Bill Payer to make Green Deal Charges is cancelled or reduced pursuant to Chapter 3 of Part 8 of the Framework Regulations, the relevant:
 - (a) Green Deal Provider (in the case of a Green Deal Plan); or
 - (b) Finance Party (in the case of a Nominated Green Deal Plan),

shall immediately update the Central Charge Database to reflect such cancellation or reduction.

11.8.2 Where (pursuant to the Consumer Credit Act 1974 or otherwise) a Green Deal Bill Payer wishes (and is entitled) to discharge some or all liabilities under the Green Deal Plan by paying some or all remaining Green Deal Charges, whether or not presently due, and notifies the relevant:

- (a) Supplier, the Supplier shall inform the relevant Green Deal Bill Payer that the sum to be paid with respect to such Green Deal Charges should be paid directly to the relevant Green Deal Provider;
- (b) Green Deal Provider, the Green Deal Provider shall update the Central Charge Database under Clause 10.3.1, within three (3) Working Days of receiving payment from the Green Deal Bill Payer; or
- (c) (where the Green Deal Plan is a Nominated Green Deal Plan):
 - (i) Green Deal Provider, the Green Deal Provider shall notify the relevant Finance Party within three (3) Working Days of receiving payment from the Green Deal Bill Payer and that Finance Party shall update the Central Charge Database under Clause 10.3.1, within three (3) Working Days of such notification; or
 - (ii) Finance Party, the Finance Party shall:
 - (aa) inform the relevant Green Deal Bill Payer that the sum to be paid with respect to such Green Deal Charges should be paid directly to the relevant Green Deal Provider; and
 - (bb) update the Central Charge Database under Clause 10.3.1, within three (3) Working Days of receiving a notification under Clause 11.8.2(c)(i).

11.8.3 Where:

- (a) a Green Deal Plan is amended under Clause 11.8.1 or 11.8.2;
- (b) all remaining Green Deal Charges have been paid; and
- (c) the total funds that have been remitted under Clause 12.2.1(a) (whether by one or more Supplier) less any Reclaimed Amounts under Clause 12.4.1 (whether by one or more Supplier) are, in aggregate, greater than the total Green Deal Charges payable under that Green Deal Plan,

the relevant Remittance Person (or, where it is a Nominee Remittance Person, the party who nominated it) shall within ten (10) Working Days of receiving such excess amount, reimburse the prevailing Green Deal Bill Payer that excess amount.

12 Remittance of Green Deal Charges

12.1 Remittance Persons

12.1.1 A Green Deal Provider may (in respect of a Green Deal Plan) and a Finance Party may (in respect of a Nominated Green Deal Plan):

- (a) directly receive Remittance Amounts (and pay Reclaimed Amounts) under this Agreement; or
- (b) nominate a person (who is not a party) to receive Remittance Amounts (and to pay Reclaimed Amounts) in place of that Green Deal Provider (**Nominee Remittance Person**) and, where it makes such nomination, Clause 12.5 shall apply.

12.1.2 Suppliers shall jointly ensure that each Green Deal Provider can specify one Remittance Bank Account (in respect of a Remittance Person) on the Central Charge Database, and update it from time to time.

12.1.3 Each Green Deal Provider that has nominated one or more Nominee Remittance Persons, represents that it has the right of access to any Remittance Information provided to such Nominee Remittance Persons under this Clause 12.

12.2 Remittance to bank account

12.2.1 Subject to Clause 12.2.2, on each Remittance Date the relevant Supplier shall:

- (a) instruct the funds transfer of the Remittance Amount to the prevailing Remittance Bank Account specified on the Central Charge Database for the relevant Remittance Person; and
- (b) (subject to Clauses 12.2.7 and 12.6) send a notification to the Central Charge Database of the Remittance Information for each Green Deal Plan to which the Remittance Amount relates.

12.2.2 The Remittance Person that holds the Remittance Bank Account shall (or, where it is a Nominee Remittance Person, the party who nominated it shall procure that the Nominee Remittance Person shall) provide the relevant Supplier with such information as it reasonably requires to verify the Remittance Person's identity prior to instructing the funds transfer.

12.2.3 Suppliers shall jointly ensure that where a notification is received under Clause 12.2.1(b) or 12.7, the Remittance Processor for the relevant Green Deal Plan is notified (using Data Flow D0328) of the Remittance Information.

12.2.4 Where a notification is received under Clause 12.2.3, the Green Deal Provider shall (or, where it is not a Remittance Processor, it shall procure that the Remittance Processor shall) send a notification to the Central Charge Database either accepting receipt or accepting receipt and raising a query (using Data Flow D0329) within one (1) Working Day.

12.2.5 The funds transfer for the purposes of Clause 12.2.1(a) shall be by BACS, CHAPS, Faster Payments Service or such other method that is agreed between the parties under Operational Procedures.

12.2.6 Where more than one Remittance Amount is to be transferred to a Remittance Person under Clause 12.2.1(a) on a particular day, those Remittance Amounts may be remitted in

aggregate to that Remittance Person, but separate notices under Clause 12.2.1(b) must be sent in respect of each Green Deal Plan.

- 12.2.7 Where the Central Charge Database is unavailable (on either a scheduled or unscheduled basis) a notification under Clause 12.2.1(b) or 12.4.3 shall be given as soon as reasonably practicable after the Central Charge Database becomes available.

12.3 Amount of Green Deal Charges to remit

The amount of Green Deal Charges to remit to Green Deal Providers shall be determined under Schedule 6.

12.4 Reclaim of remitted Green Deal Charges

- 12.4.1 Subject to Clause 12.4.2, where, for a Green Deal Plan, a Supplier has remitted funds under Clause 12.2.1(a):

- (a) in excess of the Remittance Amount payable on a Remittance Date;
- (b) which is an amount remitted under paragraph 1.4.1(a) of Schedule 6 and the Supplier is unable to recover it from the Green Deal Bill Payer under paragraph 1.4.1(c) of Schedule 6; or
- (c) which had been collected from the Green Deal Bill Payer and such amounts (in whole or in part) have subsequently been refunded to the Green Deal Bill Payer,

the Supplier may, in accordance with this Clause 12.4, reclaim from the prevailing Remittance Person (or, where it is a Nominee Remittance Person, the party who nominated it) an amount equivalent to that excess, unrecoverable amount or refund (as applicable) (**Reclaimed Amount**) and the relevant Green Deal Provider shall indemnify the Supplier in respect of any amounts a Nominee Remittance Person owes that Supplier.

- 12.4.2 Clause 12.4.1 shall not apply to any amounts where a period of more than twenty-seven (27) months has lapsed since that amount was remitted under Clause 12.2.1(a).
- 12.4.3 The Supplier shall, as soon as reasonably practicable, send a notification to the Central Charge Database of the Remittance Information for each Green Deal Plan to which the Reclaimed Amount relates.
- 12.4.4 Suppliers shall jointly ensure that where a notification is received under Clause 12.4.3, the Remittance Processor for the relevant Green Deal Plan is notified (using Data Flow D0328) of the Remittance Information.
- 12.4.5 Where a notification is received under Clause 12.4.4, the Green Deal Provider shall (or, where it is not a Remittance Processor, it shall procure that the Remittance Processor shall) send a notification to the Central Charge Database either accepting receipt or accepting receipt and raising a query (using Data Flow D0329) within one (1) Working Day.
- 12.4.6 Subject to Clause 12.4.7, where the notification under Clause 12.4.3:
- (a) is given on a Remittance Date, the Remittance Amount and the Reclaimed Amount shall be aggregated to produce a single net amount, and where this is a negative amount, the Remittance Person shall (or, where it is a Nominee Remittance Person, the party who nominated it shall procure that the Nominee Remittance Person shall)

as soon as reasonably practicable, but in any event not more than three (3) Working Days, instruct the funds transfer of the absolute value of that amount to the prevailing Supplier Bank Account of the relevant Supplier; or

- (b) is not given on a Remittance Date, the Remittance Person shall (or, where it is a Nominee Remittance Person, the party who nominated it shall procure that the Nominee Remittance Person shall) as soon as reasonably practicable, but in any event not more than three (3) Working Days, instruct the funds transfer of the Reclaimed Amount to the prevailing Supplier Bank Account of the relevant Supplier.

12.4.7 The relevant Supplier that holds the Supplier Bank Account shall provide the relevant Remittance Person with such information as it reasonably requires to verify the Supplier's identity prior to instructing the funds transfer.

12.4.8 The funds transfer for the purposes of Clause 12.4.6 shall be by BACS, CHAPS, Faster Payments Service or such other method that is agreed between the parties under Operational Procedures.

12.4.9 Where more than one Reclaimed Amount is to be reclaimed under Clause 12.4.1 on a particular day, they may be reclaimed in aggregate from the relevant party, but separate notices under Clause 12.4.3 must be sent in respect of each Green Deal Plan.

12.5 Nominee Remittance Persons

Where a Green Deal Provider has nominated a Nominee Remittance Person under Clause 12.1.1(b), such nomination shall not take effect until the Green Deal Provider specifies a Remittance Bank Account on the Central Charge Database in the name of the Nominee Remittance Person.

12.6 Remittance Processors

12.6.1 The Green Deal Arrangements Data required to be entered by a Green Deal Provider for a Green Deal Plan under Clause 10.2.1, includes a designation (using Data Flow D0322) of a person to receive Remittance Information (**Remittance Processor**).

12.6.2 A Green Deal Provider shall not designate a Remittance Processor in relation to a Green Deal Plan until:

- (a) it notifies the Panel Secretary of the identity of the person it wishes to designate;
- (b) the Panel Secretary (upon request) confirms to the Service Controller in writing that the Green Deal Provider has given a notification under Clause 12.6.2(a);
- (c) that person is a DTN Enabled User; and
- (d) that person has executed a GDCC Access Agreement.

12.6.3 Each Green Deal Provider that designates a person as a Remittance Processor consents to the confirmation under 12.6.2 and shall procure that such person consents to that disclosure.

12.7 Minimum Remittance Information frequency

12.7.1 Clauses 12.7.2 and 12.7.3 shall apply from 1 March 2014.

Monthly payment frequency

12.7.2 Where, for a Green Deal Plan:

- (a) the payment frequency for the relevant Green Deal Bill Payer is monthly (which shall be determined solely by reference to item “GD Energy Payment Frequency” in the relevant Data Flow D0328); and
- (b) seventy four (74) calendar days has lapsed since the relevant Remittance Processor was last notified (using Data Flow D0328) of the Remittance Information for that Green Deal Plan under Clause 12.2.1(b), 12.7.2 or 12.7.3,

the Supplier shall, within three (3) Working Days, send a notification to the Central Charge Database of the Remittance Information for that Green Deal Plan, with the Remittance Amount set (for the purpose of this Clause only) to zero (0).

Quarterly payment frequency

12.7.3 Where, for a Green Deal Plan:

- (a) the payment frequency for that Green Deal Bill Payer is quarterly (which shall be determined solely by reference to item “GD Energy Payment Frequency” in the relevant Data Flow D0328); and
- (b) one hundred and forty five (145) calendar days has lapsed since the relevant Remittance Processor was last notified (using Data Flow D0328) of the Remittance Information for that Green Deal Plan under Clause 12.2.1(b), 12.7.2 or 12.7.3,

the Supplier shall, within three (3) Working Days, send a notification to the Central Charge Database of the Remittance Information for that Green Deal Plan, with the Remittance Amount set (for the purpose of this Clause only) to zero (0).

13 Supplier payment

13.1 Quarterly Payment

13.1.1 Under section 17(3)(f) of the Energy Act, the Secretary of State may modify the Standard Conditions of an Electricity Supply Licence to make provision requiring payments to be made to the holder of the licence in respect of functions discharged in connection with Green Deal payments. In exercise of that power, Standard Condition 38.4 requires, amongst other things, that this Agreement contains provisions for such a payment to a Supplier, as calculated with the approval of the Secretary of State.

13.1.2 Pursuant to Standard Condition 38.4, the relevant Green Deal Provider (or, in respect of Nominated Green Deal Plans, the relevant Finance Party) confirms that it:

- (a) shall pay all Suppliers an aggregate payment calculated under Clause 13.2.1, subject to and in accordance with Clause 14; and

- (b) grants to the Supplier the interest or other benefits (if any) earned by the Supplier on the Green Deal Charges.

13.2 Calculation of Quarterly Payment

Amount payable by Green Deal Providers each Quarter

- 13.2.1 For the purposes of Clause 13.1.2(a), the payment (**Quarterly Payment**) payable by each Green Deal Provider (or, in respect of Nominated Green Deal Plans, by each Finance Party) for a Quarter shall, subject to Clause 13.2.2, be an amount equal to the *Base Amount x Total Quarterly Plans*, summed over each day in the Quarterly Period,

where:

Base Amount means, subject to Clause 13.4, a daily amount of one pence (1p) for each Green Deal Plan.

Quarterly Period means the number of days in the relevant Quarter.

Total Quarterly Plans means, on a day, the total number of Green Deal Plans for that Green Deal Provider (or, the total number of Nominated Green Deal Plans for that Finance Party) during the relevant Quarter for which:

- (i) Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1; and
- (ii) the relevant Green Deal Plan End Date has not yet passed.

- 13.2.2 The value calculated for each Quarterly Payment shall be rounded to the second (2nd) decimal, for which purposes a figure of five (5) in the third decimal shall result in it being rounded up.

13.3 Allocation of Quarterly Payment between Suppliers

- 13.3.1 The provisions in this Clause 13.3 shall apply for the benefit of Suppliers only, and shall only be enforceable by a Supplier against another Supplier.

Voluntary Supplier Quarterly Payment

- 13.3.2 For each Quarter, each Voluntary Green Deal Supplier confirms that it shall, subject to Clause 13.3.6, be entitled to an amount (a **Voluntary Supplier Quarterly Payment**) in pound sterling equal to *Voluntary Supplier Payment x RVSP*, summed over each day in the *Quarterly Period*.

where:

Quarterly Period means the number of days in the relevant Quarter.

RVSP (Relevant Voluntary Supplier Plans) means, on a day, the number of Green Deal Plans for which the Supplier was agent and trustee for Green Deal Providers and Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1.

Voluntary Supplier Amount means, subject to Clause 13.4, a daily amount of two pence (2p) for each Green Deal Plan, as reduced (if applicable) under Clause 13.3.4.

Aggregate Mandatory Suppliers' Quarterly Payment

13.3.3 For each Quarter, Mandatory Green Deal Suppliers shall, subject to Clause 13.3.4, be entitled to an amount (**Aggregate Mandatory Suppliers' Quarterly Payment**) in pound sterling equal to:

- (a) the Quarterly Payment aggregated for all Green Deal Providers for that Quarter; **less**
- (b) the Voluntary Supplier Quarterly Payment aggregated for all Voluntary Green Deal Suppliers for that Quarter.

13.3.4 Where for a Quarter the Aggregate Mandatory Suppliers' Quarterly Payment is less than fifty per cent (50%) of the Quarterly Payment aggregated for all Green Deal Providers, the Voluntary Supplier Payment for that Quarter shall be reduced to the extent necessary so as to result in the Aggregate Mandatory Suppliers' Quarterly Payment being equivalent to fifty per cent (50%) of the Quarterly Payment aggregated for all Green Deal Providers.

Individual allocation of the Aggregate Mandatory Suppliers' Quarterly Payment

13.3.5 Each Mandatory Green Deal Supplier shall, subject to Clause 13.3.6, be entitled to an amount (a **Mandatory Supplier Quarterly Payment**) in pound sterling equal to:

$$\frac{MSRP}{TMSP} \times AMSQP$$

where:

MSRP (Mandatory Supplier Relevant Plans) means, on a day, the number of Green Deal Plans for which the relevant Mandatory Green Deal Supplier was agent and trustee for Green Deal Providers and Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1, summed over each day in the Quarterly Period.

TMSP (Total Mandatory Supplier Plans) means, on a day, the total number of Green Deal Plans for which all Mandatory Green Deal Suppliers are agent and trustee for Green Deal Providers and Green Deal Arrangements Data had been entered onto the Central Charge Database under Clause 10.2.1, summed over each day in the Quarterly Period.

AMSQP means the Aggregate Mandatory Suppliers' Quarterly Payment.

Pari Passu

13.3.6 Where for a Quarter the funds transfer to the Quarterly Payment Bank Account under Clause 15.2 is less than the Quarterly Payment for that Quarter, then the Mandatory Supplier Quarterly Payment and the Voluntary Supplier Quarterly Payment shall rank pari passu without any preference between them.

13.4 Adjustments to Base Amount and Voluntary Supplier Amount

The Secretary of State may from time to time review and specify (in pence per Green Deal Plan) a new Base Amount and a new Voluntary Supplier Amount, provided that in each case:

- (a) it publishes its reasons for specifying the new amount;
- (b) the previous Base Amount and Voluntary Supplier Amount shall continue to apply to existing Green Deal Plans for the duration of their terms; and
- (c) such new amount shall only apply to those Green Deal Plans where the date the Green Deal Arrangements Data for such Green Deal Plan had been entered onto the Central Charge Database under Clause 10.2.1 is after the date the new amount was specified.

14 Performance measurement

14.1 Measurement of certain Clause 10 obligations

- 14.1.1 Suppliers shall jointly procure that for each Quarter, the Panel is sent a report measuring the parties' performance against the deadlines set out in Clauses 10.1.6, 10.1.7, 10.1.10(b), 10.1.16, 10.1.17(a), 10.2.6, 10.2.7(a) and 10.6.2(b), within twenty (20) Working Days of the end of that Quarter.
- 14.1.2 The Panel Secretary shall, within five (5) Working Days of receiving each report under Clause 14.1.1, circulate that report to each party's Contract Manager and to the Secretary of State.

14.2 Performance Levels for Green Deal Plans

- 14.2.1 Each Supplier shall, in respect of each Green Deal Plan for which it is an agent and trustee, comply with all applicable Performance Levels.
- 14.2.2 Where a Supplier fails to meet any Performance Level applicable to it, the relevant Green Deal Provider or Finance Party shall be entitled to the applicable Performance Level Compensation from that Supplier.
- 14.2.3 Performance Level Compensation shall be the sole and exclusive remedy for a Supplier's failure to meet an applicable Performance Level.

14.3 Quarterly Compliance Statement

- 14.3.1 Where a Supplier is required to comply with a Performance Level in any Quarter, it shall:
 - (a) acting as a Reasonable and Prudent Operator, monitor its performance against the Performance Levels; and
 - (b) (subject to Clause 14.3.2) send a Quarterly Compliance Statement to the relevant Green Deal Provider or Finance Party within twenty (20) Working Days of the end of that Quarter,for that Quarter.
- 14.3.2 Where Clause 14.3.1(b) applies to a Supplier before June 2013, it shall:
 - (a) send its first Quarterly Compliance Statement within twenty (20) Working Days of the end of June 2013, for the previous Quarter, in relation Part C of Schedule 7 only; and

- (b) send its second Quarterly Compliance Statement within twenty (20) Working Days of the end of September 2013, for the previous Quarter, in relation Parts A, B and C of Schedule 7.

14.4 Audits

Right to request an audit

14.4.1 Subject to Clause 14.4.2, where a Green Deal Provider or Finance Party:

- (a) is dissatisfied with the accuracy of a Quarterly Compliance Statement in respect of Part A, Part B or Part C of the Performance Levels (**relevant part**) provided to it under Clause 14.3, it may request the Panel to audit that Quarterly Compliance Statement to verify the accuracy of that relevant part; or
- (b) considers that a Supplier may not be complying with Clause 11.6.1, it may request the Panel to audit that Supplier's performance of its obligation in that Clause.

14.4.2 To request an audit under Clause 14.4.1, the relevant party must:

- (a) in the case of Clause 14.4.1(a):
 - (i) give Notice in writing to the Panel within ten (10) Working Days of receiving the Quarterly Compliance Statement; and
 - (ii) include in such Notice evidence satisfactory to the Panel to support its case that the Quarterly Compliance Statement is inaccurate in respect of the relevant part; or
- (b) in the case of Clause 14.4.1(b), give Notice in writing to the Panel and include in such Notice evidence satisfactory to the Panel to support its case that the Supplier is not complying with Clause 11.6.1.

14.4.3 Where the relevant part of a Supplier's Quarterly Compliance Statement has been audited under Clause 14.4.1(a) in a twelve month period and found by the Panel to be accurate, no Green Deal Provider or Finance Party may request another audit in respect of that part in any Quarterly Compliance Statement of that Supplier in that same twelve (12) month period.

Decision by the Panel

14.4.4 Any decision made by the Panel as to whether or not to carry out or procure an audit requested under this Clause 14.4 or to determine (under an audit) whether or not a Quarterly Compliance Statement is accurate shall be final and binding on the relevant parties, to the fullest extent permitted by law.

14.4.5 Where, following the completion of an audit requested under Clause 14.4.1, the Panel decides that a Quarterly Compliance Statement is inaccurate, the Supplier shall issue a corrected Quarterly Compliance Statement to the relevant Finance Party, within twenty (20) Working Days.

Cost of audits

14.4.6 Where the Panel conducts or procures an audit following a request under Clause 14.4, the relevant Supplier and Finance Party shall co-operate fully (each at their own cost).

14.4.7 Where the Panel determines that the Quarterly Compliance Statement was:

- (a) accurate, the relevant Green Deal Provider or Finance Party shall pay the Panel's costs of conducting or procuring the audit; or
- (b) inaccurate, the relevant Supplier shall pay the Panel's costs of conducting or procuring the audit.

15 Billing and payment

15.1 Invoice for Supplier's Quarterly Payment

Suppliers shall jointly procure that each Green Deal Provider is sent an invoice for the Green Deal Provider's Quarterly Payment, within five (5) Working Days of the end of:

- (a) June 2013 (for which the payment shall be for the previous two Quarters combined); and
- (b) thereafter, each Quarter (for the payment for the preceding Quarter),

(**Quarterly Invoice**), together with a statement (by email, fax or post) showing how the Quarterly Payment has been calculated.

15.2 Payment for Supplier's Quarterly Payment

- 15.2.1 A Green Deal Provider or Finance Party (as applicable) shall instruct the funds transfer of the Quarterly Payment to the Quarterly Payment Bank Account, within twenty (20) Working Days of receiving a Quarterly Invoice.
- 15.2.2 The funds transfer for the purposes of Clause 15.2.1 shall be by BACS, CHAPS, Faster Payments Service or such other method that is agreed between the parties under Operational Procedures.
- 15.2.3 A funds transfer to the Quarterly Payment Bank Account in accordance with this Clause 15.2 shall be in full and final settlement of any liabilities owed under this Agreement to pay the relevant Quarterly Payment.
- 15.2.4 Each Supplier that was not a party to this Agreement on the date the prevailing Quarterly Payment Bank Account was specified, consents to that bank account being the Quarterly Payment Bank Account.

15.3 Invoices for Performance Level Compensation

Where Performance Level Compensation is payable under a Quarterly Compliance Statement, that relevant Green Deal Provider or Finance Party shall issue an invoice to the relevant Supplier for Performance Level Compensation (together with VAT, if applicable) within twenty (20) Working Days of receipt of that Quarterly Compliance Statement, and the Supplier shall make payment of the amount invoiced within twenty (20) Working Days of receipt of the invoice.

15.4 VAT

- 15.4.1 All sums payable under Clause 13.1 are expressed exclusive of VAT.

15.4.2 If VAT is chargeable by reference to any supply made by a Supplier to a Green Deal Provider or Finance Party for which the amount payable under Clause 13.1 is the consideration, then:

- (a) the relevant Green Deal Provider or Finance Party (as applicable) must pay to the relevant Supplier an amount equal to such VAT (in addition to and at the same time as paying the consideration for such supply); and
- (b) the relevant Supplier must procure that an appropriate VAT invoice is provided to the relevant Green Deal Provider or Finance Party (as applicable).

15.5 Disputed Charges

15.5.1 If:

- (a) a Green Deal Provider or Finance Party disputes in good faith any sum invoiced to it under Clause 15.1, 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 the Suppliers;
- (b) a Green Deal Provider or Finance Party disputes in good faith any sum remitted to it (or a Nominee Remittance Person) under Clause 12, it shall give Notice in writing of the amount in dispute and the reasons for the dispute to the relevant Supplier;
- (c) a Supplier disputes in good faith any sum transferred to its Supplier Bank Account under Clause 12.4, it shall give Notice in writing of the amount in dispute and the reasons for the dispute to the relevant Green Deal Provider or Finance Party;
- (d) a Supplier disputes in good faith any sum transferred to the Quarterly Payment Bank Account, it shall consult with the other Suppliers prior to giving any Notice in writing of the amount in dispute and the reasons for the dispute to the relevant Green Deal Provider or Finance Party;
- (e) a Supplier disputes in good faith any sum invoiced to it by a Green Deal Provider or Finance Party under Clause 15.3, it shall give Notice in writing of the amount in dispute and the reasons for the dispute to the relevant party,

provided that no party may raise a dispute or give a Notice under this Clause where a period of more than twelve (12) months has lapsed since the sum was invoiced, remitted or transferred to it (as applicable).

15.5.2 Without prejudice to Clause 27.3.8, the relevant parties shall seek to settle the dispute as soon as reasonably possible.

15.5.3 Any adjustment payment required to be made in accordance with the resolution of a dispute shall be made within three (3) Working Days of that resolution.

15.6 Interest

15.6.1 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.

15.6.2 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 an annual rate equal to 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.

15.6.3 If the Relevant Interest Rate ceases temporarily or permanently to be published then the Panel shall substitute a rate which it considers in good faith to be equivalent to that rate.

16 Change of Supplier, Green Deal Provider and Green Deal Bill Payer

16.1 Change of Supplier and Erroneous Registrations

16.1.1 Subject to Clause 16.1.4, where a Green Deal Bill Payer changes Supplier:

(a) the New Supplier shall within two (2) Working Days after the later of:

- (i) commencement of the supply of electricity; and
- (ii) expiry of the Objection Raising Period (as defined in the Master Registration Agreement),

send a notification to the Central Charge Database with details of the relevant Green Deal Bill Payer's:

- (iii) name; and
 - (iv) (to the extent the Supplier is aware of such information, and to the extent applicable) address, telephone number and company number; and
- (b) the New Supplier shall, within twenty (20) Working Days, send a statement to the Green Deal Bill Payer by email, fax or post with the following information:
- (i) the corresponding Green Deal Plan ID;
 - (ii) the amount of each prevailing Daily Green Deal Charge;
 - (iii) how its Personal Data is used in connection with the Green Deal Plan, in accordance with Clause 23.2.2; and
 - (iv) details of where that Green Deal Bill Payer can find impartial advice and information about its Green Deal Plan, including a telephone number and website address.

16.1.2 Suppliers shall jointly ensure that where a notification is received by the Central Charge Database under Clause 16.1.1(a), the relevant Green Deal Provider is notified (using Data Flow D0338).

16.1.3 Where a Green Deal Provider receives a notification under Clause 16.1.2, it shall send a notification to the Central Charge Database either accepting receipt or accepting receipt and raising a query (using Data Flow D0320) within one (1) Working Day of such receipt.

16.1.4 Where there has been an Erroneous Registration of an Electricity Customer who is a Green Deal Bill Payer:

- (a) for the period of such Erroneous Registration, the Remittance Amount shall (notwithstanding Schedule 6) be zero; and
- (b) Suppliers shall jointly procure that:
 - (i) the Panel Secretary, the relevant Green Deal Provider and, where a different person, the relevant Remittance Processor, are each notified of the Erroneous Registration by email, fax or post; and
 - (ii) upon the Old Supplier being re-registered for the relevant Green Deal MPAN, the Central Charge Database is updated upon instruction by the Panel Secretary (by email or fax, with a copy of such instruction to the New Supplier) so that:
 - (aa) for the period of such Erroneous Registration, the Daily Green Deal Charge is retrospectively set at zero; and
 - (bb) for the day following such re-registration, the Daily Green Deal Charge is set at an amount equivalent to the sum of the Daily Green Deal Charges that would have been effective from the date of Erroneous Registration up to and including the date of re-registration but for it being updated to zero under Clause 16.1.4(b)(ii)(aa); and
 - (iii) where the period of the Erroneous Registration continues for more than six (6) months, an explanation is given to the relevant Green Deal Provider by email, fax or post.

16.2 Change of Green Deal Bill Payer

16.2.1 Where the relevant Green Deal Provider becomes aware that there is a change in:

- (a) Green Deal Bill Payer, it shall tell that new Green Deal Bill Payer to contact the relevant Supplier; or
- (b) Default Bill Payer, it shall:
 - (i) (in performance of its obligation under Clause 10.3.1(b)) update the Central Charge Database within five (5) Working Days of becoming aware of the name, address and, to the extent applicable, company number of the new Default Bill Payer; and
 - (ii) send a statement to the new Default Bill Payer by email, fax or post with the following information within ten (10) Working Days of becoming aware of his name and address:
 - (aa) the corresponding Green Deal Plan ID; and
 - (bb) how its Personal Data is used in connection with the Green Deal Plan, in accordance with Clause 23.2.1; and

- (cc) details of where the new Default Bill Payer can find impartial advice and information about its Green Deal Plan, including a telephone number and website address.

16.2.2 Where a Supplier sets up a new Green Deal Bill Payer's Account, it shall ensure such account shall be in the name of either:

- (a) the person who is liable to pay the electricity bill for the relevant Green Deal Premises; or
- (b) the Default Bill Payer.

16.2.3 The Supplier shall, within two (2) Working Days of setting up a new Green Deal Bill Payer's Account:

- (a) send a notification to the Central Charge Database with details of that new Green Deal Bill Payer's:
 - (i) name; and
 - (ii) (to the extent the Supplier is aware of such information, and to the extent applicable) address, telephone number and company number; and
- (b) send a notice to the new Green Deal Bill Payer with the following information:
 - (i) the corresponding Green Deal Plan ID;
 - (ii) the amount of each initial Daily Green Deal Charge;
 - (iii) details of where that Green Deal Bill Payer can find impartial advice and information about its Green Deal Plan, including a telephone number and website address; and
 - (iv) how its Personal Data is used in connection with the Green Deal Plan, in accordance with Clause 23.2.2.

16.2.4 Where a Supplier makes a change to the name, telephone number or company number on an existing Green Deal Bill Payer's Account, the Supplier shall, within two (2) Working Days, send a notification to the Central Charge Database with details of the relevant name, telephone number or company number (to the extent the Supplier is aware of such information, and to the extent applicable) for that Green Deal Bill Payer.

16.2.5 Suppliers shall jointly ensure that where a Supplier has sent a notification to the Central Charge Database under Clause 16.2.3 or 16.2.4, each relevant Green Deal Provider (or, in the case of Nominated Green Deal Plan, each relevant Finance Party) is notified (using Data Flow D0338).

16.2.6 Where a notification is received under Clause 16.2.5, the Green Deal Provider shall send a notification to the Central Charge Database either accepting receipt or accepting receipt and raising a query (using Data Flow D0320) within one (1) Working Day of such receipt.

16.3 Change of Green Deal Provider

16.3.1 Where two Green Deal Providers agree to the transfer of:

- (a) a Green Deal Plan, other than a Nominated Green Deal Plan, the existing Green Deal Provider shall, not less than five (5) Working Days prior to the effective date of the transfer, send a notification (using Data Flow D0333) to the Central Charge Database with the identity of the new Green Deal Provider and the effective date of the transfer; or
- (b) a Nominated Green Deal Plan:
 - (i) the existing Green Deal Provider shall notify the relevant Finance Party with the identity of the new Green Deal Provider and the effective date of the transfer; and
 - (ii) the relevant Finance Party shall, not less than five (5) Working Days prior to the effective date of the transfer, send a notification to the Central Charge Database with the identity of the new Green Deal Provider and the effective date of the transfer.

16.3.2 Where a notification is sent to the Central Charge Database under Clause 16.3.1, Suppliers shall jointly ensure that a Change of Green Deal Provider Validation is carried out and the result of the validation is notified to the existing Green Deal Provider (using Data Flow D0344).

16.4 Notices of Transfer

16.4.1 Where a Green Deal Provider and a Finance Party agree a Notice of Transfer, the Green Deal Provider shall, on the instruction of that Finance Party, send a notification (using Data Flow D0333) to the Central Charge Database with the identity of the Finance Party and the intended effective date of the Notice of Transfer (save that such date shall not be less than five (5) Working Days prior to the intended effective date of the Notice of Transfer).

16.4.2 Where a notification is sent to the Central Charge Database under Clause 16.4.1, Suppliers shall jointly ensure that a Change of Green Deal Provider Validation is carried out and the result of the validation is notified (using Data Flow D0344) to the existing Green Deal Provider.

16.4.3 The parties acknowledge that where the result of the validation under Clause 16.4.2 is a Pass, then the relevant Finance Party shall, for the purposes of the Central Charge Database and the Nominated Green Deal Plan(s) only (and without prejudice to the terms of its GDCC Access Agreement), be treated as equivalent in all material respects to a user of the Central Charge Database that is a Green Deal Provider.

17 Records

17.1 Green Deal Plans

17.1.1 Suppliers shall jointly ensure that, in respect of each Green Deal Plan, a copy of all data that has been held on the Central Charge Database relating to the relevant Green Deal Bill Payer and that Green Deal Plan is securely maintained and that such records are fully auditable, so that a full historical record is maintained for a period of no less than seven (7) years following the cancellation, early repayment, expiry or ending of a Green Deal Plan.

17.1.2 For the purposes of Clause 17.1, a copy of all data shall:

- (a) for fourteen (14) months, be accessible on the Central Charge Database; and
- (b) thereafter, be stored offline.

17.2 Green Deal Charges

Each party shall ensure, in respect of each Green Deal Plan, that it securely maintains a copy of the following data:

- (a) (in the case of a Supplier) Green Deal Charges recovered, held and remitted by it;
- (b) (in the case of a Green Deal Provider and a Finance Party) Green Deal Charges remitted to it; and
- (c) Remittance Information sent and received by it,

under this Agreement and that such data is fully auditable, so that a full copy of data is maintained for a period of no less than seven (7) years following the date the Green Deal Charge was remitted by or to it (as applicable).

17.3 Access

Each party shall ensure that each of the Secretary of State and the Authority has access at reasonable times and on reasonable notice to such data maintained by it under this Clause 17.

Part 4: General Legal Provisions

WITHDRAWN

18 Liability

18.1 Limitation of liability

18.1.1 The annual limit of each party's total liability to any other party for any Loss arising out of or relating to this Agreement is:

- (a) in the case of a Supplier, Green Deal Provider and Finance Party, five million pounds (£5,000,000); or
- (b) in the case of the Secretary of State (where it is a party), zero pounds (£0).

18.1.2 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 18.

18.2 Exceptions

18.2.1 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) any amount payable under Clause 6.3.2(b);
- (d) any amount payable under Clauses 12, 13, 12.4.1 and 15.3 and any interest payable on such amount under Clause 15.6.

18.2.2 No party shall be liable for:

- (a) any Loss arising as loss of profit, use, goodwill;
- (b) any Loss arising as loss of revenue or contract (save in the case of a breach by a Supplier of Clause 10.1.5);
- (c) any indirect or consequential Loss; or
- (d) any Loss which has already been recovered by the party making the relevant claim.

18.3 Mitigation

A party must take reasonable steps to mitigate any Loss arising out of or relating to this Agreement which may be the subject of a claim by it under this Agreement.

19 Events of Default

19.1 Events of Default

19.1.1 An event of default (**Event of Default**) shall occur in respect of a party (the **Defaulting Party**) if:

- (a) it is in material breach of any of the material terms or conditions of this Agreement and such breach is incapable of remedy;
- (b) it is in material breach of any of the material terms or conditions of this Agreement, the breach is capable of remedy, the Panel has given Notice in writing to it under Clause 20.1.4, and it has neither:
 - (i) remedied the breach within thirty (30) Working Days after receipt of such Notice; nor
 - (ii) where the breach is not reasonably capable of remedy within thirty (30) Working Days:
 - (aa) provided to the Panel, within fifteen (15) Working Days after receipt of such Notice, a rectification plan detailing the steps to be taken (and the timetable for such steps to be taken) in order to remedy the breach as soon as reasonably practicable after receipt of such Notice; and
 - (bb) obtained, within twenty (20) Working Days after receipt of such Notice, the Panel's approval of such plan;
- (c) a rectification plan is submitted by it and approved under Clause 19.1.1(b)(ii), but the breach to which the plan relates is not rectified in accordance with the plan;
- (d) it:
 - (i) (where it is a Supplier) is unable to pay its debts within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but as if in that section the sum of one hundred thousand (£100,000) pounds sterling was substituted for the sum of seven hundred and fifty (£750) pounds sterling (or such higher figure as the Authority may from time to time determine by notice in writing to it);
 - (ii) (where it is a Green Deal Provider) is unable to pay its debts within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but as if in that section the sum of ten thousand (£10,000) pounds sterling was substituted for the sum of seven hundred and fifty (£750) pounds sterling (or such higher figure as the Secretary of State may from time to time determine by notice in writing to it) or, being an individual, is sequestrated by either a court of appropriate jurisdiction or by the Accountant in Bankruptcy under the Bankruptcy (Scotland) Act 1985;
 - (iii) has any voluntary arrangement proposed in relation to it under section 1 of the Insolvency Act 1986 or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority (where it is a Supplier) or the Secretary of State (where it is a Green Deal Provider or a Finance Party));
 - (iv) has a receiver (which expression shall include an administrative receiver within the meaning of section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed;

- (v) has an administrator appointed to it;
- (vi) passes any resolution for winding-up other than a resolution previously approved in writing by the Authority (where it is a Supplier) or the Secretary of State (where it is a Green Deal Provider or a Finance Party); or
- (vii) becomes subject to an order for winding-up by a court of competent jurisdiction or has a provisional liquidator appointed;
- (e) the Defaulting Party stops carrying on business;
- (f) without prejudice to Clause 24, a circumstance of Force Majeure which affects the performance of the Defaulting Party of substantially all of its obligations under this Agreement continues for more than one hundred and eighty (180) days; or
- (g) any of the representations, warranties or undertakings in Clause 2 cease to be satisfied in relation to the Defaulting Party and, if the situation is capable of remedy, the situation is not remedied within twenty (20) Working Days of receipt of Notice in writing from the Panel under Clause 20.1.4;
- (h) it:
 - (i) is no longer a DTN Enabled User; or
 - (ii) has had its access rights to the Central Charge Database suspended, under GDCC Access Agreement.

19.1.2 A Defaulting Party shall not be deemed to be unable to pay its debts for the purposes of Clause 19.1.1(d)(i) or 19.1.1(d)(ii) (as applicable) if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is being contested in good faith by it with recourse to all appropriate measures and procedures or if any such demand is satisfied before the expiration of such period as may be stated in any notice given by the Authority (where it is a Supplier) or the Secretary of State (where it is a Green Deal Provider or a Finance Party).

20 Determination and consequences of default

20.1 Panel Determination

20.1.1 Except in relation to Events of Default under Clauses 19.1.1(d)(iv) to 19.1.1(d)(vii), where any of the persons listed in Clause 20.1.3 believes that an Event of Default (or, in the case of Clauses 19.1.1(b) or 19.1.1(g), an event that would become an Event of Default if the relevant party failed to comply with a Notice in writing served by the Panel in relation thereto) has occurred in respect of a party (the **Suspected Party**), such person may report the matter to the Panel.

20.1.2 Within two (2) Working Days of receiving such a report, the Panel shall provide the Suspected Party with a copy of the report, and invite the Suspected Party to respond within ten (10) Working Days.

20.1.3 The persons referred to in Clause 20.1.1 are:

- (a) any party (the **Reporting Party**);

- (b) any Panel Member or person who serves on any sub-committee of the Panel;
- (c) the MRA Executive Committee;
- (d) the Service Controller;
- (e) the Authority; or
- (f) the Secretary of State.

20.1.4 On receipt of a report under Clause 20.1.1, the Panel shall determine:

- (a) in the case of the alleged occurrence of an event that would become an Event of Default under Clause 19.1.1(b) or 19.1.1(g), if the relevant party failed to comply with a Notice in writing served by the Panel in relation thereto, whether to serve such a Notice; or
- (b) in the case of an alleged occurrence of an Event of Default, whether an Event of Default has occurred.

20.1.5 Where the Panel determines to serve a Notice under Clause 20.1.4(a) in relation to:

- (a) Clause 19.1.1(b), 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 20; or
- (b) Clause 19.1.1(g), such Notice shall specify (in reasonable detail) the representations, warranties or undertakings 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 20.

20.2 Consequences of Default

20.2.1 Notwithstanding any other Clause in this Agreement, either where the Panel determines that an Event of Default has occurred in respect of a Defaulting Party or where the Panel receives evidence of an Event of Default in respect of a Defaulting Party under Clauses 19.1.1(d)(iv) to 19.1.1(d)(vii) or 19.1.1(h)(ii), the Panel 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 suspend the rights of the Defaulting Party in one or more of the following cases:

- (a) to exercise any nomination, voting or appeal rights under Clauses 5;
- (b) to submit Change Proposals under Clause 7.2;
- (c) to raise Operational Issues under Clause 7.6.1; and
- (d) (where the Defaulting Party is a Finance Party):
 - (i) to vote for or against any amendment of or variation to or derogation from a Finance Party Priority Provision (in which case, such Defaulting Party's vote shall not be counted when determining whether the relevant threshold has been obtained for the purposes of Clause 7.1.3); and
 - (ii) to request an audit under Clause 14.4.

20.2.2 Where the Panel determines that an Event of Default has occurred in respect of the Defaulting Party, the Panel shall notify all Interested Persons of that determination and of whether or not the Panel has resolved to suspend the any of rights of the Defaulting Party under Clause 20.2.1.

20.2.3 Where the Panel has resolved to suspend the rights of a Defaulting Party under Clause 20.2.1, the Panel;

- (a) may resolve to lift such suspension; and
- (b) shall resolve to lift such suspension where the Panel determines that no Event of Default is continuing in respect of the Defaulting Party.

20.2.4 Where the Panel resolves, under Clause 20.2.3 to lift a suspension it shall notify all Interested Persons of the resolution.

20.3 Voting by Panel Members on Event of Default Decisions

20.3.1 A Panel Member shall be disqualified from acting, and shall not act in his capacity as a Panel Member, in relation to an Event of Default Decision where:

- (a) his employer is the Suspected Party, the Defaulting Party or the Reporting Party in relation to that Event of Default Decision; or
- (b) his employer is an Affiliate of any Suspected Party, the Defaulting Party or the Reporting Party in relation to that Event of Default Decision,

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

20.3.2 If both a Panel Member and his alternate are disqualified from acting in relation to an Event of Default Decision as a result of Clause 20.3.1, that Panel Member shall appoint a further person (in accordance with Clause 5.7) who is not disqualified under Clause 20.3.1, to act as the Panel Member's alternate in relation to that Event of Default Decision.

20.3.3 In relation to any Event of Default Decision, the Panel Members shall:

- (a) 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; and
- (b) 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 Chapter 1 of Part 1 of the Energy Act, the Framework Regulations, the Required Authorisations and the Code of Practice.

20.3.4 For the avoidance of doubt, the Panel need not:

- (a) determine that an event referred to in Clause 20.1.4 has either occurred, or not occurred; or

- (b) resolve that the rights referred to in Clause 20.2.1 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.

20.4 Procedures of the Panel in relation to Event of Default Meetings

20.4.1 The Panel shall consider any alleged Event of Default reported to it under Clause 20.1.1 within twenty (20) Working Days after receiving a report, provided that the Panel shall not consider the alleged Event of Default until:

- (a) it has received the Suspected Party's response to that report; or
- (b) the period which the Suspected Party has to respond has expired.

20.4.2 If there is no scheduled meeting of the Panel within the period referred to in Clause 20.4.1, the Panel Secretary shall promptly convene an Event of Default Meeting relating to that Event of Default on not more than five (5) Working Days' Notice.

20.4.3 The Notice of any Event of Default Meeting shall contain:

- (a) the time, venue and date of the meeting;
- (b) the report given under Clause 20.1.1;
- (c) where applicable, the response by the Suspected Party to the report given under Clause 20.1.1; and
- (d) any other supporting papers.

20.4.4 The Notice of an Event of Default Meeting shall only be given to:

- (a) each Panel Member;
- (b) the relevant Suspected Party or Defaulting Party (as applicable);
- (c) where applicable, the Reporting Party;
- (d) the Secretary of State; and
- (e) the Authority.

20.4.5 Notwithstanding Clause 20.4.4, the Panel may notify any party of any or all of the following matters in respect of an Event of Default Meeting:

- (a) a summary of the alleged Event of Default in question;
- (b) the identity of the Suspected Party or Defaulting Party (as applicable); and
- (c) the identity of any Reporting Party.

20.4.6 The Panel Secretary shall circulate copies of the minutes of each Event of Default Meeting to each of the persons specified in Clause 20.4.4 as soon as reasonably practicable (and in any event within five (5) Working Days) after the meeting.

20.4.7 If, and to the extent that, the Panel determines that it is appropriate to do so (and not otherwise), the Panel Secretary shall circulate to all parties (or to a class of parties) copies of the minutes of each Event of Default Meeting (or a summary of the minutes), provided that any copy or summary of the minutes does not disclose how each Panel Member voted.

20.5 Representations by parties

20.5.1 All papers and submissions received by the Panel, in relation to an Event of Default Meeting, from:

- (a) the Suspected Party or the Defaulting Party shall not be disclosed to any person (including any Reporting Party) other than the Panel or the Panel Secretary or reproduced in any Panel papers, without the permission of the Suspected Party or the Defaulting Party (as appropriate); or
- (b) any Reporting Party in relation to that meeting, shall not be disclosed to any person (including the Suspected Party or the Defaulting Party) other than the Panel or the Panel Secretary or reproduced in any Panel papers, without the permission of the Reporting Party.

20.5.2 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 Panel Chairperson will be entitled to exclude such persons from any part of the Event of Default Meeting that the Panel Chairperson considers appropriate:

- (a) the Suspected Party or Defaulting Party (as applicable); and
- (b) where applicable, the Reporting Party.

20.6 Appeal of Event of Default Decisions

20.6.1 Subject to Clause 20.6.4, an Event of Default Decision shall be conclusive.

20.6.2 Any Dispute regarding whether or not an Event of Default has occurred in respect of a party shall not be subject to Clause 27.

20.6.3 It is acknowledged that alleged breaches of this Agreement that may constitute Events of Default may also be the subject of Disputes under Clause 27, and:

- (a) the Panel shall have regard to any relevant decision of the Disputes Committee, or of an adjudicator appointed under Clause 27; but
- (b) the Panel shall be in no way bound by any decision of the Disputes Committee or of any such adjudicator in making any Event of Default Decision.

20.6.4 The sole and exclusive remedy of a party (the **Dissatisfied Party**) who is dissatisfied with any Event of Default Decision shall be to apply to court for a resolution under Clause 37.

- 20.6.5 Where the Panel determines that an Event of Default has not occurred in relation to a party, nothing in this Clause 20 shall prevent a party alleging that an Event of Default has subsequently occurred in relation to that party.

20.7 Procedures

The Panel shall agree and issue appropriate procedures in relation to Events of Default and the other matters governed by this Clause 20 (which procedures shall be subordinate to and shall not be inconsistent with this Clause 20), and the parties agree to comply with those procedures as issued from time to time.

21 Withdrawal of a party from this Agreement

Green Deal Providers

- 21.1.1 A Green Deal Provider shall cease to be a party (in that capacity) to this Agreement where:

- (a) it has its Provider Authorisation withdrawn pursuant to either regulation 17 or Part 8 of the Framework Regulations or it is not a party to the Data Transfer Services Agreement or it is not a party to a GDCC Access Agreement; and
- (b) either:
 - (i) that Green Deal Provider gives fifteen (15) Working Days' Notice in writing to the Panel; or
 - (ii) the Panel gives fifteen (15) Working Days' Notice in writing to that Green Deal Provider.

- 21.1.2 For the period between an event under Clause 21.1.1(a) happening to a Green Deal Provider and the date it ceases to be a party to this Agreement under Clause 21.1.1, that Green Deal Provider shall have no right to exercise any voting rights (in its capacity as a Green Deal Provider) under Clauses 5 and 7.

Suppliers

- 21.1.3 A Supplier shall cease to be a party (in that capacity) to this Agreement where:

- (a) it has its Electricity Supply Licence revoked by the Authority or it ceases to be a party to the Master Registration Agreement or it ceases to be a party to the Data Transfer Services Agreement; and
- (b) either:
 - (i) that Supplier gives fifteen (15) Working Days' Notice in writing to the Panel; or
 - (ii) the Panel gives fifteen (15) Working Days' Notice in writing to that Supplier.

- 21.1.4 Where a Voluntary Green Deal Supplier:

- (a) is not an agent and trustee under s1(6) of the Energy Act for any Green Deal Provider; and

(b) gives fifteen (15) Working Days' Notice in writing to the Panel,

that Voluntary Green Deal Supplier shall cease to be a party (in that capacity) to this Agreement.

21.1.5 For the period between an event under Clause 21.1.3(a) happening to a Supplier and the date it ceases to be a party to this Agreement under Clause 21.1.3, that Supplier shall have no right to exercise any voting rights (in its capacity as a Supplier) under Clauses 5 and 7.

Finance Parties

21.1.6 A Finance Party shall cease to be a party (in that capacity) to this Agreement where either:

- (a) more than six (6) months has lapsed since there was at least one Nominated Green Deal Plan in force in relation to that Finance Party or it is not a party to the Data Transfer Services Agreement or it is not a party to a GDCC Access Agreement, and the Panel gives fifteen (15) Working Days' Notice in writing to that Finance Party; or
- (b) there are no Nominated Green Deal Plans in force in relation to that Finance Party or it is not a party to the Data Transfer Services Agreement or it is not a party to a GDCC Access Agreement, and that Finance Party gives fifteen (15) Working Days' Notice in writing to the Panel.

21.1.7 For the period between an event under Clause 21.1.6(a) happening to a Finance Party and the date it ceases to be a party to this Agreement under Clause 21.1.6, that Finance Party shall have no right to vote for or against any amendment of or variation to or derogation from a Finance Party Priority Provision (in which case, its vote shall not be counted when determining whether the relevant threshold has been obtained for the purposes of Clause 7.1.3).

Secretary of State

21.1.8 Where it is a party to this Agreement, the Secretary of State shall cease to be a party on the giving of Notice in writing to the Panel.

21.2 Survival of terms

21.2.1 Where a party ceases to be a party under this Clause 21, then Clauses 11.2, 11.3, 11.5, 11.6, 12, 13, 14, 18, 21.2, 22, 23, 27, 29, 31 and 37 shall remain in full force and effect as regards that party.

21.2.2 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.

22 Confidentiality

22.1 General

Each party undertakes with each other party that it shall preserve the confidentiality of and shall not directly or indirectly disclose or use Confidential Information for any purpose other than as required or expressly permitted under Clause 22.2.

22.2 Exceptions to Confidentiality Obligation

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

- (a) the party is required or permitted to disclose Confidential Information under the terms of a Nominated Agreement, to the extent of such requirement or permission;
- (b) 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;
- (c) the Confidential Information, before it is furnished to the relevant party is in the public domain;
- (d) the Confidential Information, after it is furnished to the party:
 - (i) is acquired by a party in circumstances in which this Clause does not apply and is not subject to any other confidentiality restrictions;
 - (ii) 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
 - (iii) 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;

- (e) the party is required or permitted to disclose Confidential Information to any person:
 - (i) in compliance with any provisions of any Relevant Instrument;
 - (ii) in compliance with any other requirement of law of a Competent Authority;
 - (iii) in response to a requirement of any stock exchange or regulatory authority or the Panel on Takeovers and Mergers; or
 - (iv) under Clause 27.3;
- (f) 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 in each case on the basis set out in Clause 22.3.2; or
- (g) the party discloses Confidential Information to a Competent Authority.

22.2.2 Confidential Information which a party is permitted to disclose or use under this Clause 22.2 shall not cease to be regarded as Confidential Information in all circumstances by virtue of such disclosure or use.

22.3 Internal Procedures

22.3.1 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 22.1. These procedures are:

- (a) the Confidential Information will be disseminated within the party's organisation only on a "need-to-know" basis; and
- (b) 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 confidentiality in relation thereto.

22.3.2 Each party shall take all reasonable steps to ensure that any person referred to in Clause 22.2.1 to whom that 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 22.

22.4 Affiliate or Related Undertaking

Each party shall procure that each of its Affiliates and Related Undertakings complies with the restrictions in Clauses 22.1 to 22.3 as if in each Clause there was substituted for the name of the party the name of the Affiliate or Related Undertaking.

23 Data protection

23.1 General provisions

23.1.1 Each Supplier, Green Deal Provider and Finance 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.

23.1.2 Each Supplier, Green Deal Provider and Finance Party undertakes to comply with the Data Protection Act in performing this Agreement and otherwise in connection with the Green Deal.

23.2 Fair Processing Notice

23.2.1 Each Green Deal Provider undertakes to provide or make available (as appropriate), at such time as is required by the Data Protection Act, a Fair Processing Notice on its own behalf and on behalf of other Data Controllers Processing Personal Data in connection with the relevant Green Deal Plan, including to:

- (a) each Improver with whom it has agreed to a quotation concerning a proposed Green Deal Plan;
- (b) each first Green Deal Bill Payer (who is not the Improver) in respect of a Green Deal Plan which the Green Deal Provider has entered into; and
- (c) each Default Bill Payer in respect of a Green Deal Plan with that Green Deal Provider,

but only if those Improvers, Green Deal Bill Payers or Default Bill Payers (as appropriate) are Data Subjects.

23.2.2 Each Supplier undertakes to provide or make available (as appropriate), at such time as is required by the Data Protection Act, a Fair Processing Notice to each of its Electricity Customers who becomes a Green Deal Bill Payer (after the first Green Deal Bill Payer) in respect of a Green Deal Plan, but only if those Electricity Customers are Data Subjects.

23.2.3 For the avoidance of doubt, the obligations in Clauses 23.2.1 and 23.2.2 may be satisfied by Suppliers or Green Deal Providers (as appropriate) incorporating the Fair Processing Notice requirements set out in Schedule 9 into any other notice they provide to their customers in connection with the Processing of Personal Data.

23.3 Data Processors

23.3.1 Where any Green Deal Provider or any Supplier (the **first party**) acts as a Data Processor regarding Personal Data Processed in connection with the Green Deal, on behalf of, as appropriate, any Supplier or any Green Deal Provider (the **second party**), the first party shall:

- (a) take appropriate technical and organisational measures to protect those data against unauthorised or unlawful Processing and against accidental loss, destruction, alteration or damage;
- (b) only Process those 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 second party's instructions (such instructions being, as set out in this Agreement);
- (c) take reasonable steps to ensure the reliability of its employees who may have access to those data;
- (d) provide, at its own cost, reasonable assistance to the second party to enable it to comply with such obligations as are imposed on it by the Data Protection Act, including responding to any data subject access requests received in respect of which the second party is the Data Controller; and
- (e) not transfer those data to any country or territory outside the European Economic Area without the second party's prior written consent.

23.3.2 Each Supplier and each Green Deal Provider 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 or the Data Transfer Services Agreement and otherwise complying with a Relevant Instrument 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.

23.4 Provision of reasonable assistance

23.4.1 Each Supplier and each Green Deal Provider undertakes to provide other Suppliers and Green Deal Providers (as appropriate) with reasonable assistance and co-operation to enable them to respond to any enquires, complaints, investigations, notices or other communications from the Information Commissioner's Office in connection with the Processing of Personal Data Processed in connection with the Green Deal.

23.4.2 Where any Green Deal Provider or any Supplier (the **first party**) becomes aware that there has been any material unlawful Processing, loss or unauthorised access of any Personal Data Processed in connection with the Green Deal, it shall as soon as reasonably practicable notify, as appropriate, the relevant Green Deal Provider or Supplier (the **second party**) (a **Data Breach**). In the event of a Data Breach, the first party shall provide the second party and its advisers with all reasonable assistance in connection with the Data Breach, including:

- (a) co-operating with the second party and any Competent Authority, providing information on the Data Breach, investigating the incident and its cause and containing and recovering the compromised data; and
- (b) co-ordinating with the second party on the management of public relations and public statements relating to the Data Breach. For the avoidance of doubt, the first party shall not make any public statement in relation to a Data Breach without the written consent of the second party.

24 Force Majeure

24.1 Meaning of Force Majeure

The expression **Force Majeure** means any event or circumstance which 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 obligation 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 which is beyond the control of such party.

24.2 Force Majeure events

Events or circumstances that may constitute Force Majeure include:

- (a) a strike or other industrial action (except for strikes or industrial action in which only that party's employees are involved);
- (b) an act of a public or foreign enemy, terrorist, war (whether declared or undeclared), blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- (c) an act of sabotage, vandalism, terrorism, criminal damage or the threat of these acts;
- (d) lightning, earthquake, hurricane, storm, fire, subsidence, flood, drought, accumulation of snow or ice, frost and other extreme weather or environmental conditions, meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, nuclear explosions, radioactive, chemical or other hazardous contamination or ionising radiation;
- (e) an act of God or any other unforeseen event or circumstance; or
- (f) the unavailability of, or a failure in, the Data Transfer Service such that data is not communicated via the Data Transfer Network in the manner described in the Data Transfer Services Agreement.

24.3 Reporting requirements

The party affected by Force Majeure shall:

- (a) give Notice of the Force Majeure as soon as reasonably practicable in writing to the other party or parties whom it owes the relevant obligation to. Any Notice shall include full particulars of the Force Majeure, of its effects on the party claiming relief and the remedial measures proposed (if any).
- (b) give the other party or parties regular reports on the progress of any remedial measures and such other information as the other party may reasonably request; and
- (c) give Notice in writing to the other party or parties of:
 - (i) the cessation of the Force Majeure; and
 - (ii) the cessation of the effects of such Force Majeure on the performance of its obligations under this Agreement,as soon as practicable after becoming aware of the same.

24.4 Mitigation

The party affected by Force Majeure shall use its reasonable efforts to mitigate the effects thereof as soon as reasonably practicable.

24.5 Extension of time

If a party is prevented, hindered or delayed in the performance of an obligation under this Agreement by:

- (a) Force Majeure; or
- (b) by any failure (whether or not occasioned by Force Majeure) of another party to perform an obligation under this agreement,

then the time limited for the performance of that obligation (or any date by which performance of that obligation is to be achieved) shall be extended by a period equal to the period by which its performance is so prevented, hindered or delayed.

25 Derogations

25.1 Scope of derogations

25.1.1 Subject to Clauses 25.1.2 and 25.1.3, the Panel may from time to time resolve to grant a temporary derogation to any party or parties in relation to any obligation or requirement contained in Part 3 (comprising Clauses 9 to 17), and such derogation:

- (a) may be subject to conditions; and
- (b) shall specify the term, scope and application of the derogation or any of the conditions relating to the derogation.

25.1.2 Where a derogation granted by the Panel under Clause 25.1.1 relates to any obligation of a Supplier under the Master Registration Agreement, that derogation shall not take effect until a derogation given by the MRA Executive Committee in relation to the equivalent obligations in the Master Registration Agreement comes into effect.

25.1.3 No derogations may be granted under this Clause:

- (a) without the prior written consent of the Secretary of State;
- (b) of 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 (either directly or indirectly) upon the Authority, without the prior written consent of the Authority;
- (c) after, or for a period extending beyond, 1 March 2014 (to a person who is a party on the date of this Agreement); or
- (d) after, or for a period extending beyond, six (6) months (to a Voluntary Green Deal Supplier who becomes a party after the date of this Agreement, after that Voluntary Green Deal Supplier becomes a party to this Agreement).

25.2 Derogation Requests

25.2.1 A party may, by Notice in writing to the Panel Secretary, request that the Panel grant it a derogation under Clause 25.1.1 (a **Derogation Request**). Where a party sends a Derogation Request, it shall at the same time, send a copy of the Derogation Request to the Secretary of State and the Authority.

25.2.2 Upon receipt of a Derogation Request, the Panel Secretary shall ensure that the Derogation Request is added to the agenda of the next Panel meeting, and shall give Notice to the parties at least ten (10) Working Days (or earlier, if an urgent meeting is convened under Clause 5.10.11) prior to the Panel meeting at which the Derogation Request will be considered, of:

- (a) the terms of the derogation requested and the identity of the party making the Derogation Request; and
- (b) the time (not being less than ten (10) Working Days from the date on which the Panel Secretary issued the notice) within which parties may make representations or objections with respect to the Derogation Request.

25.2.3 Where the Panel Secretary receives representations or objections with respect to the Derogation Request within the timeframe set out in 25.2.2(b), it shall ensure that copies of the representations or objections are provided to all Panel Members prior to the Panel meeting at which the Derogation Request will be considered.

25.3 Effect of a derogation

Subject to Clause 25.1.2, where a party is granted a derogation by the Panel in accordance with this Clause 25, 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.

26 Contract management

- 26.1.1 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.
- 26.1.2 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 one or more points of contact to provide such adequate support and to process and resolve such problems, and notify the Panel Secretary of the contact details of such points of contact.

27 Dispute resolution

27.1 Disputes

Save where expressly stated in this Agreement to the contrary, and subject to any contrary provision of Chapter 1 of Part 1 of the Energy Act, the Framework Regulations, the Electricity Act and any Electricity Supply Licence or the rights, powers, duties and obligations of the Authority or the Secretary of State under legislation, any Provider Authorisation, any dispute or difference of whatever nature and howsoever arising under, out of or relating to this Agreement (a **Dispute**) shall be resolved according to the provisions of this Clause 27.

27.2 Disputes Committee

- 27.2.1 The Panel shall constitute a sub-committee (the **Disputes Committee**) whose rules and procedures:
- (a) shall be issued by the Panel from time to time;
 - (b) shall be subject to and in accordance with the principles set out in Clause 27.2.4; and
 - (c) shall be binding on the parties so that the parties shall comply with their obligations under such rules and procedures and, subject to any subsequent award in any adjudication in relation to a Dispute or judgment in the event of Third Party Claim, shall comply with any decision made by the Disputes Committee under Clause 27 and/or such rules and procedures.
- 27.2.2 The costs of:
- (a) constituting and maintaining the Disputes Committee shall be recovered by the Panel as costs and expenses of the Panel in accordance with Clause 6; and
 - (b) the Disputes Committee in relation to any particular Dispute shall be recoverable from the Disputing Parties.
- 27.2.3 Any party shall refer a Dispute to the Disputes Committee, by Notice in writing to all other parties to the Agreement who are party to the Dispute (each being a **Disputing Party**).
- 27.2.4 The rules of the Disputes Committee shall be subject to and in accordance with the following principles:
- (a) the Disputes Committee shall not act as an expert, arbitrator or adjudicator;

- (b) decisions of the Disputes Committee shall be binding upon the Disputing Parties unless and until one of the Disputing Parties refers the Dispute to adjudication under Clause 27.3.1;
- (c) 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;
- (d) the Disputing Parties shall not be entitled to have legal or other representation before the Disputes Committee, provided that nothing in this Clause 27.2.4(d) 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;
- (e) the parties shall be entitled, but not obliged, to take legal or other advice when preparing submissions or evidence for the Disputes Committee;
- (f) 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;
- (g) the Disputes Committee shall be entitled to regulate its own procedure and, in particular, subject to Clause 27.2.4(h) 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;
- (h) the Panel 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;
- (i) 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;
- (j) 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 of information in relation to a Dispute as a party may hold pursuant to this Agreement or to its obligations under this Agreement;
- (k) 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 27.2.4(j) 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 inferences from such failure or refusal as it sees fit;
- (l) 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 to the Disputes Committee;

- (m) 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 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 under Clause 27.3.2;
- (n) 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 adjudication;
- (o) 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;
- (p) 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;
- (q) the Disputes Committee shall notify the Disputing Parties and the Panel 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 twenty-five (25) Working Days of the reference of a Dispute to it, following which the Panel 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;
- (r) subject to the additional provisions of Clause 27.2.4(s), and subject to the Panel's obligation to circulate summaries of Decisions under Clause 27.2.4(q), all information relating to a Dispute 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 22; and
- (s) the proceedings of the Disputes Committee and, if the Dispute is referred to adjudication pursuant to Clause 27.3.1 or to the court pursuant to Clause 27.3.2, the Decision shall be without prejudice and the parties shall not call any member of the Disputes Committee to give evidence at any adjudication or in any litigation before any court of competent jurisdiction save to enforce a Decision.

27.3 Adjudication

27.3.1 Following:

- (a) any agreement to refer a Dispute to adjudication under Clause 27.2.4(n); or
- (b) the date of notification of the Disputes Committee's Decision under Clause 27.2.4(q).

any Disputing Party may within three (3) months refer the Dispute to adjudication pursuant to the adjudication process set out in Schedule 10.

- 27.3.2 Whatever the nationality, residence or domicile of any Disputing Party and wherever the Dispute or any part thereof arose, English law shall be the proper law of any reference to adjudication hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such adjudication shall be England and Wales.
- 27.3.3 The decision of the adjudicator shall be binding on the parties, and they shall comply with it unless and until the Dispute is finally determined by the court or by agreement between the Disputing Parties, provided always that a party shall not under any circumstances be entitled to initiate any court proceedings concerning that Dispute six (6) months or more after the decision of the adjudicator.
- 27.3.4 If any Green Deal Bill Payer brings any legal proceedings in any court against any party (the **Defendant Party**) and the Defendant Party wishes to make a Third Party Claim against another party which would, but for this Clause 27.3.4, have been a Dispute referred to adjudication by virtue of Clause 27.3.1 then, notwithstanding the provisions of Clause 27.3.1 which shall not apply and, in lieu of adjudication, the court in which the legal proceedings have been commenced shall hear and completely determine the legal proceedings and the Third Party Claim not only between the Green Deal Bill Payer 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.
- 27.3.5 For the purposes of this Clause 27, **Third Party Claim** means:
- (a) 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
 - (b) 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 Green Deal Bill Payer; or
 - (c) 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 Improver (or, where a different person, the Green Deal Bill Payer) 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).
- 27.3.6 Clause 27.3.4 shall not apply in respect of a Dispute referred to the Disputes Committee or adjudication where such Dispute does not involve the same or substantially the same issues as are raised by or would be involved in the Third Party Claim.
- 27.3.7 The Dispute Committee or, where an adjudication has been commenced prior to the commencement of legal proceedings, the adjudicator in such adjudication, shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.
- 27.3.8 Notwithstanding the provisions of the rest of this Clause 27, any party may apply at any time to any court of competent jurisdiction:
- (a) for any emergency interim interlocutory relief as may be necessary; or
 - (b) to enforce a debt comprising amounts payable under Clause 12 or 13 and interest payable on such amounts under Clause 15.6 (provided no Dispute in relation to such debt has been referred to the Disputes Committee as at the date of such application).

28 Entire Agreement

28.1 Entire agreement

28.1.1 This Agreement sets out the entire agreement between the parties, in relation to its subject matter.

28.1.2 No other term, express or implied, forms part of this Agreement and no usage, custom or course of dealing forms part of or affects this Agreement.

28.2 Representations and reliance

28.2.1 The only claim, right or remedy available to a party for a representation expressly set out in this Agreement shall be damages for breach of contract.

28.2.2 Each party waives all claims, rights and remedies for all representations:

- (a) made to it by any person before entering into this Agreement; and
- (b) not set out in this Agreement,

and each party acknowledges that, in deciding to enter into this Agreement, it has not relied on any such representation.

28.2.3 This Clause 28 does not exclude or restrict liability for fraudulent misrepresentation or fraudulent concealment.

29 Severability

29.1 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.

29.2 In the circumstances set out in Clause 29.1, the parties shall use the procedures in Clause 7 to agree one or more provisions which may be substituted for the invalid or unenforceable provision.

30 Waivers

30.1 Waiver must be in writing

30.1.1 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.

30.1.2 Waiver of one breach does not waive or imply waiver of any further or other breach.

30.2 Limited exercise is not a waiver

30.2.1 This Clause applies if a party becomes entitled to exercise any right or remedy under this Agreement or by law or regulation.

30.2.2 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.

30.3 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.

31 Notices

31.1.1 This Clause applies to all notices and other communications (except formal notices in legal proceedings and notices given via the Central Charge Database) between the parties or between a party and the Panel Secretary under this Agreement (**Notices**).

Notices given by email

31.1.2 Unless otherwise expressly stated, Notices may be given by email.

31.1.3 Where a Notice by email is:

- (a) sent by the Panel Secretary, it is effective on the Working Day after it was sent; or
- (b) sent by a Party, it is effective only when received by the intended recipient in a readable form.

Notices given in writing

31.1.4 Where a Notice is expressly required to be given in writing:

- (a) it must be delivered by one of these methods:
 - (i) by hand;
 - (ii) by fax;
 - (iii) prepaid first class post; or
 - (iv) prepaid Royal Mail "International Signed For" (or equivalent) post for an address outside the United Kingdom.
- (b) must be addressed to the party's Contract Manager:

- (i) at the address given in Schedule 1 or, if the party to be served has notified the Panel Secretary of any replacement address in the United Kingdom for service of Notices, at the replacement address; or
- (ii) at the fax number given in advance to the Panel Secretary or, if the party to be served has notified the Panel Secretary of any replacement fax number for Notices, at the replacement fax number.

31.1.5 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.

32 Assignment and subcontracting

32.1 Restrictions

32.1.1 This Clause applies to all rights, interests and duties under this Agreement or arising from it. In this Clause, **transfer** means any form of transfer, including an assignment.

32.1.2 No party may deal with such a right or interest except as allowed by this Clause and Clause 33, whether by transfer, charge or other encumbrance, trust or in any other way.

32.1.3 No party may subcontract a duty except as allowed by this Clause.

32.2 Exceptions

32.2.1 Any exception in this Clause which allows a party to transfer a right or sub-contract a duty does not imply any right to novate a duty, except as set out in this Clause.

32.2.2 A Green Deal Provider may novate its rights and obligations under this Agreement in respect of a Green Deal Plan, in accordance with Clause 33 only.

32.2.3 A Finance Party may novate its rights and obligations under this Agreement in respect of a Nominated Green Deal Plan in accordance with Clause 33 only.

32.2.4 Any party may sub-contract or delegate the performance of all or any of its obligations under this Agreement to any party or an 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.

32.2.5 If a party deals in a right or interest under an exception in this Clause, the liability of each other party to this Agreement is limited to the amount it would have been if no dealing had taken place.

33 Transfer of rights and obligations to Finance Parties

33.1 Transfer by Green Deal Provider

33.1.1 A Green Deal Provider may transfer certain rights and obligations under this Agreement to a Finance Party, in respect of one or more Green Deal Plans (including the right to receive remittances of Green Deal Charges) by means of a duly executed Notice of Transfer.

33.1.2 Upon a Notice of Transfer under Clause 33.1 (and any changes to its Annex) becoming effective (in accordance with the form set out in Schedule 8):

- (a) the relevant Green Deal Provider shall notify the relevant Supplier(s) and the Secretary of State within two (2) Working Days;
- (b) the parties acknowledge and agree that the effect of that Notice of Transfer shall be to transfer, with respect to the Nominated Green Deal Plans:
 - (i) all of the Green Deal Provider's rights under this Agreement;
 - (ii) the following of the Green Deal Provider's responsibilities and obligations under this Agreement:
 - (aa) the responsibility in Clause 10.2.2; and
 - (bb) the obligations in Clauses 10.3.1(b), 10.5.2, 11.2.5, 11.8.3, 12.4.1, 12.4.6, 12.4.8 and 16.2.1.
- (c) the parties acknowledge and agree that the references to the term "Green Deal Provider" in the definition of Remittance Person, the definition of Trust Property and in Clauses 10.2.8, 10.2.9(b), 10.5.2, 11.1 to 11.7, 12.1.1, 12.1.3, 12.5 and 16.1.4(b)(i) shall be deemed to be replaced by a reference to that Finance Party, with respect to the Nominated Green Deal Plan(s); and
- (d) the relevant Finance Party undertakes to the relevant Supplier(s) to honour the obligations transferred to that Finance Party under the Notice of Transfer.

33.2 Transfer by Finance Party

33.2.1 A Finance Party may novate its rights and obligations under this Agreement in respect of one or more Nominated Green Deal Plans to another Finance Party, by means of a duly executed Notice of Transfer.

33.2.2 Upon a Notice of Transfer under Clause 33.2.1 (and any changes to its Annex) becoming effective (in accordance with the form set out in Schedule 8):

- (a) the transferor Finance Party shall notify the relevant Supplier(s) and the Secretary of State within two (2) Working Days; and
- (b) the transferee Finance Party shall have all rights and obligations set out in the Notice of Transfer, in respect of the relevant Nominated Green Deal Plans.

34 Anti-bribery

- 34.1 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.
- 34.2 Each party shall maintain policies and procedures dealing with bribery and corruption which that party (acting reasonably) believes are proportionate to the risks or 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.

35 Counterparts

The parties may execute this Agreement in any number of counterparts, each of which is an original. A set of counterparts, executed by all the parties, together forms one and the same instrument.

36 Third party rights

36.1 Restriction on enforcement

Subject to Clause 36.2, a person who is not party to this Agreement may not enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

36.2 Exceptions

Secretary of State

- 36.2.1 Where any Clause in this Agreement contains a term expressly for the benefit of the Secretary of State, the Secretary of State may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms in those Clauses.

Proposed New Parties

- 36.2.2 Clauses 4.1.5, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.4.1 contains terms expressly for the benefit of Proposed New Parties. Each Proposed New Party may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms in those Clauses.

- 36.2.3 The Clauses referred to in Clause 36.2.2 may not be changed unless each Proposed New Party with the right to enforce that clause at the time of the change:

- (a) would not suffer any material adverse impact; or
- (b) gives written consent.

Remittance Processors

- 36.2.4 Clauses 11.6.4, 11.6.7, and 12.2.3 contains terms expressly for the benefit of Remittance Processors. Each Remittance Processor who is not a party may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms in those Clauses.

36.2.5 The Clauses referred to in Clause 36.2.4 may not be changed unless each Remittance Processors with the right to enforce that clause at the time of the change:

- (a) would not suffer any material adverse impact; or
- (b) gives written consent.

37 Governing law

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.

WITHDRAWN

Schedule 1 – Parties

Part 1 – Suppliers

Mandatory Green Deal Suppliers

British Gas Trading Limited (Company No. 3078711) whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD, Great Britain.

EDF Energy Customers Plc (Company No. 2228297) whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN, Great Britain.

Electricity Plus Supply Limited (Company No. 5199936) whose registered office is at Network HQ, 333 Edgware Rd, London, NW9 6TD, Great Britain.

E.ON Energy Solutions Limited (Company No. 3407430) whose registered office is at Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain.

Npower Limited (Company No. 3653277) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain.

Npower Direct Limited (Company No. 3782443) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain.

Npower Northern Limited (Company No. 3432100) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain.

Npower Northern Supply Limited (Company No. 2845740) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain.

Npower Yorkshire Limited (Company No. 3937808) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain.

Npower Yorkshire Supply Limited (Company No. 4212116) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain.

Scottish Power Energy Retail Limited (Company No. SC190287) whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP, Great Britain.

SSE Energy Supply Limited (Company No. 3757502) whose registered office is at 55 Vastern Road, Reading, RG1 8BU, Great Britain.

Voluntary Green Deal Suppliers

None

Part 2 – Green Deal Providers

InstaFoam & Fibre Limited (Company No. 1500228) whose registered office is at Insta House, Ivanhoe Road, Hogwood Business Park, Finchampstead, Berkshire, RG40 4PZ

Part 3 – Finance Parties

The Green Deal Finance Company Limited (Company No. 07980777) whose registered office is at C/O Hackwood Secretaries Limited, One Silk Street, London, United Kingdom EC2Y 8HQ.

WITHDRAWN

Schedule 2 – Form of Accession Application form and Agreement

Part A – Application for Accession

<u>GREEN DEAL ARRANGEMENTS AGREEMENT</u> <u>APPLICATION FOR ACCESSION</u>
Part A: Applicant's details
1. Name: 2. Company registration number (if applicable): 3. Registered address: 4. Principal operating address:
Part B: Evidence of satisfaction of admission criteria
5. [Electricity Supply Licence] [Provider Authorisation] [Provider Nomination]* 6. Party to the Master Registration Agreement
Part C: Contract Manager details
7. Name: 8. Address: 9. Telephone: 10. Email:

Part D: Requirements applicable to Finance Parties

11. By its signature in paragraph 14 below, the Applicant hereby confirms to the best of its knowledge and belief, its intention to enter into a Notice of Transfer with a Green Deal Provider within six (6) months of its date of becoming a party to the Green Deal Arrangements Agreement.

12. Evidence being (a) a bank or financial institution or a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets; or (b) a Green Deal Provider who is engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

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Part E: Confirmation

13. The Applicant hereby applies for accession to the Green Deal Arrangements Agreement in the capacity of [Supplier] [Green Deal Provider] [Finance Party]*

Signed on behalf of the Applicant by:

Name:

Position / capacity:

Signature:

Date:

14. Evidence of signing authority

.....

FOR GDAA Panel Use Only

Approved / Rejected

Reason:

Date and minute number of GDAA Panel meeting:

* Delete as appropriate

Part B – Form of Accession Agreement

THIS DEED is made on [**] between:

- (1) [**], a company incorporated under the laws of [**] [(with company number **)] and having its [registered] [principal] office at [**] (the **New Party**); and
- (2) [**], acting on behalf of all the parties to the Green Deal Arrangements Agreement (the **Nominee**).

WHEREAS:

- (A) The (1) Suppliers named therein; (2) the Green Deal Providers named therein; and (3) the Finance Parties named therein have entered into an agreement (the **Green Deal Arrangements Agreement**) dated [**]; and
- (B) The New Party has requested that it be admitted as a party in the capacity of [Supplier] [Green Deal Provider] [Finance Party] pursuant to Clause 4 of the Green Deal Arrangements Agreement and each of the parties thereto hereby agrees to such admission.

NOW HEREBY IT IS AGREED as follows:

1. Unless otherwise stated herein, all capitalised terms shall have the meanings ascribed to them in the Green Deal Arrangements Agreement.
2. The Nominee hereby admits the New Party as an additional party under the Green Deal Arrangements 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 to the Green Deal Arrangements Agreement and undertakes with the Nominee to perform and to be bound by the terms and conditions thereof as a party thereto as from the [*insert effective date of admission*].
4. For all purposes in connection with the Green Deal Arrangements Agreement the New Party shall as of the [*insert effective date of admission*] be treated as a [Supplier] [Green Deal Provider] [Finance Party] as if this Agreement were part of the Green Deal Arrangements Agreement, and the rights and obligations of the parties shall be construed accordingly.
5. This Agreement and the Green Deal Arrangements Agreement shall be read and construed as one document and references in the Green Deal Arrangements Agreement to the Green Deal Arrangements Agreement, howsoever expressed, shall be read and construed as references to the Green Deal Arrangements Agreement and this Agreement.
6. This Agreement shall be governed by and construed in all respects in accordance with English law and Clause 37 (*Governing Law*) of the Green Deal Arrangements Agreement shall apply hereto *mutatis mutandis*.

7. A person who is not party to this Agreement may not enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or change any term of this Agreement without the consent of a person who is not party to this Agreement.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

[The New Party]

)
)
)
)

Signature of witness:

Name of witness:

Address:

.....

The Nominee

Executed as a deed by)

**)

for and on behalf of each of the parties to)

the Green Deal Arrangements Agreement)

** in the presence of:

Signature of witness:

Name of witness:

Address:

.....

Schedule 3 – Validation Procedures

1 Introduction

- 1.1 Capitalised terms used in this Schedule (and not otherwise defined in Clause 1.1 or this Schedule) shall have the meanings given to them in the Data Transfer Catalogue. As at the date of this Agreement, the latest version of the Data Transfer Catalogue is available at: <http://dtc.mrasco.com/>.
- 1.2 Where all of the steps in a validation in this Schedule are verified as being satisfied or present (as applicable), the result of that validation shall be a **Pass**, failing which the result of that validation shall be a **Fail**.

2 Initial Data Validation

- 2.1 An **Initial Data Validation** is a validation to verify that:
- (a) all data are present where mandated, within the required parameters and in the expected formats, in accordance with the Data Transfer Catalogue.
 - (b) the relevant Data Flow contains either:
 - (i) a valid Party Instruction Number where the relevant party is generating a new instruction or request, or
 - (ii) a valid GDCC Instruction Number where the Data Flow is a response to a Central Charge Database instruction issued;
 - (c) the requested update or data request is appropriate to the Status of the Green Deal Plan; and
 - (d) the party sending the flow is entitled to request an update to or the provision of data as requested in the relevant Data Flow, in accordance with the Data Transfer Catalogue.
- 2.2 For the purposes of paragraph 2.1(c), **Status** refers to the relevant status of a Green Deal Plan as maintained on the Central Charge Database, being one of the following:
- (a) “NEW”, where a unique Green Deal Plan ID has been created and initial checks were carried out, but no notification has been sent to the Green Deal Bill Payer;
 - (b) “PENDING”, where the first notification of a pending Green Deal Plan has been sent to the Green Deal Bill Payer, but the relevant Green Deal Bill Payer notification for pending Green Deal Charges has not yet been generated;
 - (c) “LIVE”, where Green Deal Charge information has been sent to the Supplier and the result of the re-performed Supplier Verification is a Pass;
 - (d) “COMPLETE”, where the Green Deal Plan has reached the Green Deal Plan End Date entered into the Central Charge Database by the Green Deal Provider; and

- (e) “CANCELLED”, where the Green Deal Plan was cancelled prior to any GD MPAN EFD or GD MPAN ETD being applied to the related Green Deal MPAN Core in MPAS.

3 Green Deal MPAN Core Validation

A **Green Deal MPAN Core Validation** is a validation against data held on ECOES at the point of processing, and will comprise checks to ensure that the Green Deal MPAN Core:

- (a) is not associated to an export supply;
- (b) has a status of “traded”;
- (c) is registered to either a Mandatory Green Deal Supplier or a Voluntary Green Deal Supplier;
- (d) a Registration Request has not been received and accepted within the previous ten (10) Working Days; and
- (e) is not subject to a pending registration to a person who is not a Mandatory Green Deal Supplier or a Voluntary Green Deal Supplier.

4 EPC Register Pre-Installation Validation

An **EPC Register Pre-Installation Validation** is a validation to verify that:

- (a) the EPC UPRN and the EPC Report Reference listed in the Data Flow all relate to the same premises; and
- (b) the assessment relating to that EPC Report Reference for the proposed Green Deal Premises is lodged to the relevant EPC Register and relates to an assessment produced after 1st April 2012 for an entry on the EPC Register for England & Wales, or after 1st October 2012 for an entry on the EPC Register for Scotland.

5 EPC Register Post-installation Validation

An **EPC Register Post-Installation Validation** is a validation to verify that:

- (a) the EPC Report Reference for the revised EPC is valid;
- (b) the EPC Report Reference for the revised EPC relates to the EPC UPRN previously submitted for that Green Deal Plan; and
- (c) accompanying disclosure information has been lodged on the relevant EPC Register.

6 Change of Green Deal Provider Validation

A **Change of Green Deal Provider Validation** is a validation to verify that:

- (a) the person sending the notification to the Central Charge Database is registered to the Green Deal Plan on the Central Charge Database; and
- (b) the Green Deal Plan End Date is after the effective date of the relevant transfer.

Schedule 4 – Green Deal Data Flows

1. This Schedule is for information purposes only. The definitive document as to the subject matter in this Schedule is the Data Transfer Catalogue. As at the date of this Agreement, the latest version of the Data Transfer Catalogue is available at: <http://dtc.mrasco.com/>.
2. Capitalised terms used in this Schedule (and not otherwise defined in Clause 1.1) shall have the meanings given to them at the end of this Schedule.
3. In the event of a conflict between this Schedule and the Data Transfer Catalogue, the Data Transfer Catalogue shall prevail.

WITHDRAWN

Flow Reference: **D0317**

Flow Name:	Create New Green Deal Plan
Flow Description:	Request for Green Deal Plan Id to be created.

From	To
GD Provider	GDCC

Data Items:

Reference	Item Name
J1750	Electricity Account Number
J1751	EPC Domestic or Non-Domestic Indicator
J1752	EPC Property Reference Number
J1753	EPC Register Indicator
J1754	EPC Report Reference
J1777	GD Customer Site Reference
J0003	MPAN Core
J1818	Party Instruction Number
J0757	Postcode
J1821	Subsidiary EPC Property Reference

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
86G	Initial Plan Information	1-*		G								
					1							Party Instruction Number
					1							EPC Register Indicator
					1							EPC Domestic or Non Domestic Indicator
					1							EPC Property Reference Number
					1							EPC Report Reference
					1							Postcode
					1							Electricity Account Number
					O							GD Customer Site Reference
87G	MPAN Core(s)	1-*		G								
						1						MPAN Core
88G	Subsidiary PRNS	0-1		G								
						1						Subsidiary EPC Property Reference

Notes:	Group 88G should only be populated where the EPC Domestic or non-Domestic Indicator is set to "N" (Non Domestic) and a subsidiary EPC Property References is identified
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Flow Reference: **D0320**

Flow Name:	GD Provider Response to GDCC
Flow Description:	Response flow to the GDCC, including reason codes to indicate acceptance or reason for rejection of an update.

From	To
GD Provider	GDCC

Data Items:

Reference	Item Name
J1812	GD Party Response Code
J1792	GD Plan ID
J1809	GDCC Instruction Number

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
92G	GDCC Provider Green Deal Plan Data	1-*		G								
					1							GDCC Instruction Number
					1							GD Plan ID
93G	GD Party Response Codes	1-*		G								
						1						GD Party Response Code

Notes:	The GDCC Instruction Number is the value received on the inbound flow to which the GDCC Response Codes relate All relevant response codes will be included in Group 93G
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Flow Reference: **D0321**

Flow Name:	GD Provider Update to Plan Information
Flow Description:	GD Provider sends updates to the GDCC to update plan data which do not directly impact on charges.

From	To
GD Provider	GDCC

Data Items:

Reference	Item Name
J1026	Address Line 1
J1027	Address Line 2
J1028	Address Line 3
J1029	Address Line 4
J1030	Address Line 5
J1031	Address Line 6
J1032	Address Line 7
J1033	Address Line 8
J1034	Address Line 9
J1746	Company Registration Number
J1748	Default Bill Payer Contact Telephone Number
J1749	Default Bill Payer Name
J1750	Electricity Account Number
J1754	EPC Report Reference
J1777	GD Customer Site Reference
J1779	GD Default Bill Payer – EFD
J1792	GD Plan ID
J1801	GD Provider Update Reason Code
J1804	GD Savings – Electricity
J1805	GD Savings – Gas
J1806	GD Savings – Other Fuels
J1817	Overseas Address Indicator
J1818	Party Instruction Number
J0757	Postcode

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
94G	GD Provider Update References	1-*		G								
					1							GD Plan ID
					1							Party Instruction Number
					1							GD Provider Update Reason Code
95G	Default Bill Payer Information	0-1	Mandatory where Reason Code = I, Must not be present where Reason Code = C	G								
						O						Default Bill Payer Name
						O						Company Registration Number
						O						Address Line 1
						O						Address Line 2
						O						Address Line 3
						O						Address Line 4
						O						Address Line 5
						O						Address Line 6
						O						Address Line 7
						O						Address Line 8
						O						Address Line 9
						O						Postcode

[illegible]

Notes:	<p>On Initial (I) Green Deal Plan set up and subject to rules regarding the population of addresses, all items are required.</p> <p>On Update (U) Groups only to be included where data is being sent for items in that Group.</p> <p>If request is to Cancel (C) plan, Groups 93G, 96G and 97G should be omitted.</p> <p>Though each address line is optional, when an address is to be updated using this flow the entire address must be included in the flow. An update to an individual line within an address will require the entire address to be sent.</p>
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Flow Reference: **D0322**

Flow Name:	GD Provider Update to Charging Information
Flow Description:	GD Provider sends data which impacts on the charging information for the Green Deal Plan including changes to the End Date.

From	To
GD Provider	GDCC

Data Items:

Reference	Item Name
J1775	GD Charge End Date
J1776	GD Charge Start Date
J1778	GD Daily Charge
J1791	GD Plan Actual End Date
J1792	GD Plan ID
J1801	GD Provider Update Reason Code
J1802	GD Remittance Processor EFD
J1803	GD Remittance Processor MPID
J1818	Party Instruction Number

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
98G	GD Provider Update References	1-*		G								
					1							GD Plan ID
					1							Party Instruction Number
					1							GD Provider Update Reason Code
99G	GD Charge Information	0-*	Mandatory where Reason Code = I, Must not be present where Reason Code = E	G								
						1						GD Charge Start Date
						1						GD Charge End Date
						1						GD Daily Charge
00H	GD Plan End Date	0-1	Mandatory where Reason Code = I or E	G								
						1						GD Plan Actual End Date
01H	GD Remittance Processor Information	0-1	Mandatory where Reason Code = I, Must not be present where Reason Code = E	G								
						1						GD Remittance Processor MPID
						1						GD Remittance Processor EFD

Notes:	<p>On Initial (I) provision of charging information, all groups must be populated.</p> <p>On Ending (E) of a Green Deal Plan where MPAS has been updated with GD MPAN EFD and GD ETD, but the Bill Payer has not yet been notified of pending Green Deal Charges, Groups 99G and 01H should not be present. If the Bill Payer has been notified of the pending Green Deal charges this reason code should not be used.</p> <p>On Update (U) groups 00H, 99G, and 01H are optional, where any of these groups are present, all data items within that group are mandatory.</p> <p>The GD Charge End Date cannot be greater than the existing GD Plan Actual</p>
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	<p>End Date held in the GDCC database.</p> <p>Where the GD Charge End Date provided is greater than the existing GD Plan Actual End Date held on the GDCC, an amended value should be provided in Group 00H.</p>
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WITHDRAWN

Flow Reference: **D0323**

Flow Name:	GD Provider Advice of Pending Green Deal
Flow Description:	A request that the Green Deal Licensee generates the initial notification to the Bill Payer regarding a proposed Green Deal Plan

From	To
GD Provider	GDCC

Data Items:

Reference	Item Name
J1792	GD Plan ID
J1793	GD Plan Proposed End Date
J1818	Party Instruction Number

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
02H	Pending GD Plan Information	1-*		G								
					1							GD Plan ID
					1							Party Instruction Number
					O							GD Plan Proposed End Date

Notes:	The GD Plan Proposed End Date should be populated only where this differs to that previously provided
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Flow Reference: **D0328**

Flow Name:	Provide Remittance Details
Flow Description:	The details of monies remitted between Green Deal Licensees and Remittance Processors.

From	To
GDCC	GD Remittance Processor

Data Items:

Reference	Item Name
J1774	GD Charge Net Payments Paid for Period
J1780	GD Energy Payment Frequency
J1781	GD Energy Payment Method
J1783	GD Licensee MPID
J1789	GD Payment Period End Date
J1790	GD Payment Receipt Date
J1795	GD Payment Transaction Reason Code
J1797	GD Payment Transaction Remittance Reference
J1792	GD Plan ID
J1803	GD Remittance Processor MPID
J1808	GD Total Charges Remitted

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
15H	GD Remittance Reference Data	1		G								
					1							GD Payment Transaction Remittance Reference
					1							GD Remittance Processor MPID
					1							GD Licensee MPID
16H	GD Plan ID	1-*		G								
						1						GD Plan ID
17H	GD Charges Remitted	1-*				G						
							1					GD Payment Transaction Reason Code
							1					GD Energy Payment Method
							1					GD Energy Payment Frequency
							1					GD Payment Period End Date
							1					GD Charge Net Payments Paid for Period
							1					GD Payment Receipt Date
18H	Total GD Charges Remitted	1		G								
					1							GD Total Charges Remitted

Notes:	
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Flow Reference: **D0329**

Flow Name:	Response to Green Deal Remittance Details
Flow Description:	Acknowledgement of receipt of the provided Remittance Details flow. Also used to inform of any errors in the incoming file.

From	To
GD Remittance Processor	GDCC

Data Items:

Reference	Item Name
J1783	GD Licensee MPID
J1796	GD Payment Transaction Records Rejected
J1797	GD Payment Transaction Remittance Reference
J1798	GD Payment Transaction Remittance Rejection Code
J1799	GD Payment Transaction Response Code
J1792	GD Plan ID
J1803	GD Remittance Processor MPID

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
19H	Payment Transaction Remittance Reference Data	1		G								
					1							GD Payment Transaction Remittance Reference
					1							GD Remittance Processor MPID
					1							GD Licensee MPID
20H	Payment Transaction Response Codes	1		G								
					1							GD Payment Transaction Response Code
					O							GD Payment Transaction Records Rejected
21H	Remittance Lines Rejected	0-*	GD Payment Transaction Response Code value is IRE, otherwise should not be present	G								
						1						GD Plan ID
						1						GD Payment Transaction Rejection Code

Notes:

Flow Reference: **D0333**

Flow Name:	Change of Green Deal Provider
Flow Description:	Used to inform the GDCC where responsibility for a Green Deal Plan changes from one Green Deal Provider to another.

From	To
GD Provider	GDCC

Data Items:

Reference	Item Name
J1792	GD Plan ID
J1794	GD Plan Transfer Date
J1800	GD Provider MPID
J1818	Party Instruction Number

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
31H	GD Transfer Details	1-*		G								
					1							Party Instruction Number
					1							GD Provider MPID
					1							GD Plan Transfer Date
					1							GD Plan ID

Notes:	The Green Deal Provider who takes on responsibility for the Green Deal Plan will send a D0322 to update the Remittance Processor details as required.
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Flow Reference: **D0337**

Flow Name:	Green Deal End Date Amendment Request to GD Provider
Flow Description:	A request from the GDCC to amend the end date of a Green Deal Plan where the meter point is to be (or has been) disconnected.

From	To
GDCC	GD Provider

Data Items:

Reference	Item Name
J1792	GD Plan ID
J1809	GDCC Instruction Number
J1819	Requested new GD Plan End Date
J1820	Requested new GD Plan End Date Reason Code

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
36H	GD Plan End Date Request	1-*		G								
					1							GDCC Instruction Number
					1							GD Plan ID
					1							Requested new GD Plan End Date
					1							Requested new GD Plan End Date Reason Code

Notes:	
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Flow Reference: **D0338**

Flow Name:	Update to Bill Payer Details
Flow Description:	GDCC provides updated Bill Payer Details for Green Deal Plans to Green Deal Providers.

From	To
GDCC	GD Provider

Data Items:

Reference	Item Name
J1742	Bill Payer Details EFD
J1743	Bill Payer Name
J1744	Bill Payer Telephone Number
J1745	Change of Account Indicator
J1746	Company Registration Number
J1674	Delete Mailing Address Data Held
J1792	GD Plan Id
J1809	GDCC Instruction Number
J1046	Mailing Address Line 1
J1047	Mailing Address Line 2
J1048	Mailing Address Line 3
J1049	Mailing Address Line 4
J1050	Mailing Address Line 5
J1051	Mailing Address Line 6
J1052	Mailing Address Line 7
J1053	Mailing Address Line 8
J1054	Mailing Address Line 9
J0566	Mailing Address Postcode

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
37H	Update GD Bill Payer	1-*		G								
					1							GD Plan Id
					1							GDCC Instruction Number
					1							Bill Payer Details EFD
					1							Change of Account Indicator
38H	GD Bill Payer Details	0-*		G								
						1						Bill Payer Name
						O						Bill Payer Telephone Number
						O						Company Registration Number
39H	Mailing Address Information	0-1		G								
						O						Delete Mailing Address Data Held
						O						Mailing Address Line 1
						O						Mailing Address Line 2
						O						Mailing Address Line 3
						O						Mailing Address Line 4
						O						Mailing Address Line 5
						O						Mailing Address Line 6
						O						Mailing Address Line 7
						O						Mailing Address Line 8
						O						Mailing Address Line 9
						O						Mailing Address Postcode

Notes:	This flow must be sent whenever there is a changed or new value for any data item contained within the GD Bill Payer Name or Mailing address Information groups.
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	<p>The address should only be populated where there is a new or changed mailing address.</p> <p>Though each address line is optional, when an address is to be updated using this flow the entire address must be included in the flow. An update to an individual line within an address will require the entire address to be sent.</p> <p>Bill Payer Telephone number is provided solely for use in CCA statements.</p>
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WITHDRAWN

Flow Reference: **D0339**

Flow Name:	Reject Initial Plan Request
Flow Description:	Response flow from the GDCC rejecting initial request from GD Provider to create GD Plan

From	To
GDCC	GD Provider

Data Items:

Reference	Item Name
J1811	GDCC Response Code
J1818	Party Instruction Number

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
40H	GD Party Instruction Number	1-*		G								
					1							Party Instruction Number
41H	GDCC Response Codes	1-*			G							
						1						GDCC Response Code

Notes:	The Party Instruction Number is the value received on the inbound flow to which the GDCC Response Codes relate. This flow is only to be used to reject a D0317 where no Green Deal Plan Id has been created.
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Flow Reference: **D0342**

Flow Name:	Notice of Collection Cessation
Flow Description:	The details and reason for cessation of attempts to collect Green Deal monies by the GD Licensee on behalf of the GD Provider.

From	To
GDCC	GD Remittance Processor

Data Items:

Reference	Item Name
J1744	Bill Payer Telephone Number
J1773	GD Cease Collection Reason Code
J1783	GD Licensee MPID
J1789	GD Payment Period End Date
J1792	GD Plan ID
J1803	GD Remittance Processor MPID
J1807	GD Total Charges Not Collected
J1046	Mailing Address Line 1
J1047	Mailing Address Line 2
J1048	Mailing Address Line 3
J1049	Mailing Address Line 4
J1050	Mailing Address Line 5
J1051	Mailing Address Line 6
J1052	Mailing Address Line 7
J1053	Mailing Address Line 8
J1054	Mailing Address Line 9
J0566	Mailing Address Postcode

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
46H	GD Remittance Party Information	1		G								
					1							GD Remittance Processor MPID
					1							GD Licensee MPID
47H	GD Cessation Information	1-*		G								
						1						GD Plan ID
						1						GD Payment Period End Date
						1						GD Total Charges Not Collected
						1						GD Cease Collection Reason Code
48H	Last Mailing Address Information	0-1		G								
						O						Bill Payer Telephone Number
						O						Mailing Address Line 1
						O						Mailing Address Line 2
						O						Mailing Address Line 3
						O						Mailing Address Line 4
						O						Mailing Address Line 5
						O						Mailing Address Line 6
						O						Mailing Address Line 7
						O						Mailing Address Line 8
						O						Mailing Address Line 9
						O						Mailing Address Postcode

Notes:

Flow Reference: **D0344**

Flow Name:	Response from GDCC to GD Provider
Flow Description:	Response flow from the GDCC, including reason codes to indicate acceptance or reason for rejection of an update.

From	To
GDCC	GD Provider

Data Items:

Reference	Item Name
J1792	GD Plan ID
J1811	GDCC Response Code
J1818	Party Instruction Number

Flow Structure:

Group	Group Description	Range	Condition	L1	L2	L3	L4	L5	L6	L7	L8	Item Name
52H	Party Green Deal Plan Data	1-*		G								
					1							Party Instruction Number
					1							GD Plan ID
90G	GDCC Response Codes	1-*		G								
						1						GDCC Response Code

Notes:	The Party Instruction Number is the value received on the inbound flow to which the GDCC Response Codes relate. All appropriate GDCC Response Codes are to be included in the flow.
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Data Items used in Green Deal Related Data Flows

DTC Reference	Item Name	Item Description
J0003	MPAN Core	The unique national reference for a Metering System. First two digits - Valid Distributor Identifier. Next 10 digits - Unique number to the Distributor. Last digit - Check digit generation is defined in (MOD 11)
J0566	Mailing Address Postcode	The postal zone for the Mailing Address
J0750	Market Participant Name	The name of a Market Participant
J0757	Postcode	An alpha numeric set of characters that defines the Postal Zones or Address
J1026	Address Line 1	A free format character string for address details for line 1 of an address
J1027	Address Line 2	A free format character string for address details for line 2 of an address
J1028	Address Line 3	A free format character string for address details for line 3 of an address
J1029	Address Line 4	A free format character string for address details for line 4 of an address
J1030	Address Line 5	A free format character string for address details for line 5 of an address
J1031	Address Line 6	A free format character string for address details for line 6 of an address
J1032	Address Line 7	A free format character string for address details for line 7 of an address
J1033	Address Line 8	A free format character string for address details for line 8 of an address
J1034	Address Line 9	A free format character string for address details for line 9 of an address
J1046	Mailing Address Line 1	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 1 of the address
J1047	Mailing Address Line 2	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 2 of the address
J1048	Mailing Address Line 3	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 3 of the address
J1049	Mailing Address Line 4	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 4 of the address
J1050	Mailing Address Line 5	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 5 of the address
J1051	Mailing Address Line 6	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 6 of the address
J1052	Mailing Address Line 7	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 7 of the address
J1053	Mailing Address Line 8	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 8 of the address
J1054	Mailing Address Line 9	A free format character string for address details to which correspondence will be sent where this differs from the Metering Point Address, for line 9 of the address
J1674	Delete Mailing Address Data Held	A single character field indicating that any Mailing Address data previously held should be deleted
J1742	Bill Payer Details EFD	Date from which Bill Payer is responsible for an electricity account that has Green Deal Plan charges applicable
J1743	Bill Payer Name	Name of the Bill Payer responsible for an electricity account that has Green Deal Plan charges applicable
J1744	Bill Payer Telephone Number	Telephone Number of the Bill Payer responsible for an electricity account that has Green Deal Plan charges applicable

DTC Reference	Item Name	Item Description
J1745	Change of Account Indicator	Indicator used where Bill Payer details provided are related to a change of account holder
J1746	Company Registration Number	Company Registration Number of a non-domestic Bill Payer
J1747	GD Admin Fee - Company VAT Number	Company VAT Number of GD Licensee claiming payments of Green Deal Admin Fees
J1748	Default Bill Payer Contact Telephone Number	The telephone number of a Customer Contact for Green Deal Plan Default Bill Payers
J1749	Default Bill Payer Name	Name of the Default Bill Payer ultimately responsible for Green Deal Plan charges at a premises during 'void' periods
J1750	Electricity Account Number	Account number of the Bill Payer responsible for payment of Green Deal Plan Charges
J1751	EPC Domestic or Non-Domestic Indicator	Indicator of whether the EPC Property Reference Number provided refers a domestic or non-domestic premises on the EPC Register
J1752	EPC Property Reference Number	The alpha numeric Property Reference Number of the Green Deal Premises as stored on the EPC Register
J1753	EPC Register Indicator	Indicator of whether the EPC references provided refer to the England & Wales, or Scottish EPC Register
J1754	EPC Report Reference	The alpha numeric reference of the energy efficiency report as stored on the EPC register in relation to the Green Deal Premises
J1773	GD Cease Collection Reason Code	Code used to indicate reason for cessation of attempts to collect monies due in relation to a Green Deal Plan
J1774	GD Charge Net Payments Paid for Period	Amount being remitted to Remittance Processor for a Green Deal Plan
J1775	GD Charge End Date	Last date for which Green Deal Daily Charge is payable
J1776	GD Charge Start Date	First date for which Green Deal Daily Charge is payable
J1777	GD Customer Site Reference	Additional optional reference for the Green Deal Premises to be provided with the Electricity Account Number
J1778	GD Daily Charge	Daily amount to be collected from Bill Payer by Green Deal Licensee
J1779	GD Default Bill Payer - EFD	First date on which a Default Bill Payers details are associated to the Green Deal Plan
J1780	GD Energy Payment Frequency	The frequency that the Bill Payer makes payments for charges
J1781	GD Energy Payment Method	The payment method as it relates to the way in which charges are collected and remitted by the Green Deal Licensee
J1789	GD Payment Period End Date	The date to which a Green Deal Licensee has charged a Bill Payer a Green Deal Daily Charge
J1790	GD Payment Receipt Date	The date on which payment was received from the Bill Payer by the Green Deal Licensee
J1791	GD Plan Actual End Date	The last date on which charges are due to be collected for a Green Deal Plan
J1792	GD Plan ID	Unique alpha-numeric identifier for a GD Plan that is issued by the Green Deal Central Database

DTC Reference	Item Name	Item Description
J1793	GD Plan Proposed End Date	The expected last date to which Green Deal Plan charges will be applicable
J1794	GD Plan Transfer Date	The date on which responsibility for a Green Deal Plan passes from one Green Deal Provider to another
J1795	GD Payment Transaction Reason Code	Code to identify the reason type of transaction within a GD Payment remittance file
J1796	GD Transaction Records Rejected	The number of records that have been rejected in a Payment Transaction remittance file processed by the Remittance Processor
J1797	GD Payment Transaction Remittance Reference	Reference provided by the Green Deal Licensee to identify the Payment Transaction file submitted and any response
J1798	GD Payment Transaction Remittance Rejection Code	Code to identify the reason for the rejection of a Payment Transaction record line
J1799	GD Payment Transaction Response Code	Code to indicate where any, all or no remittance records in a file have failed validation by the Remittance Processor
J1800	GD Provider MPID	The unique market-wide reference for a Market Participant as applied to the Green Deal Provider
J1801	GD Provider Update Reason Code	Code to identify the reason for the provision of data by the Green Deal Provider
J1802	GD Remittance Processor EFD	Effective date from which remittances should be sent from the Green Deal Licensee to the Remittance Processor
J1803	GD Remittance Processor MPID	The unique market-wide reference for a Market Participant as applied to the Remittance Processor
J1804	GD Savings - Electricity	Amount Bill Payer is expected to save per annum in electricity consumption as a result of the Green Deal measures installed
J1805	GD Savings - Gas	Amount Bill Payer is expected to save per annum in gas consumption as a result of the Green Deal measures installed
J1806	GD Savings - Other Fuels	Amount Bill Payer is expected to save per annum in other (not gas or electricity) fuels as a result of the Green Deal measures installed
J1807	GD Total Charges Not Collected	Amount of Green Deal charges not collected from Bill Payer during the period, and where attempts at collection have ceased
J1808	GD Total Charges Remitted	Total amount of GD Charges contained in the GD Payment Remittance Interface file sent by the Green Deal Licensee
J1809	GDCC Instruction Number	Unique identifier for each instruction issued by the GDCC to participants, also used in responses to ensure aligned processing
J1810	GDCC Instruction Type	Code used to inform participants of the reason for the instruction being sent from the GDCC

DTC Reference	Item Name	Item Description
J1811	GDCC Response Code	Code used in responses to participants instructions sent to or from the GDCC
J1812	GD Party Response Code	Code used by Green Deal Market Participants to inform the result of processing instructions received from the GDCC. This is an alias of 'GDCC Response Code' (J1811). See 'GDCC Response Code' (J1811) for data item attributes
J1817	Overseas Address Indicator	Code to indicate where an address provided has been identified by the sender as not being in Great Britain and therefore cannot be PAF compliant
J1818	Party Instruction Number	The unique instruction number as specified in an incoming data transaction to the GDCC. Also quoted in a response as a means of referencing the instruction which has been processed
J1819	Requested New GD Plan End Date	Requested revised date for the end date for a Green Deal Plan as requested by Distribution Business
J1820	Requested New GD Plan End Date Reason Code	Code used to indicate reason for request to amend the end date of a Green Deal Plan
J1821	Subsidiary EPC Property Reference	Subsidiary EPC Property Reference Numbers associated with a non-domestic premises on the EPC register

Schedule 5 – Remittance Information

The only permitted way to notify the information below is by using Data Flow D0328.

1. The Remittance Amount (being a positive number) or the Reclaimed Amount (being a negative number).
2. The alphanumeric transaction reference of the Remittance Amount or the Reclaimed Amount used in the funds transfer.
3. The identity of the Supplier.
4. The identity of the Remittance Person.
5. The relevant Green Deal Plan ID.
6. The date the relevant amount under paragraph 1.1(a), 1.2(a), 1.3.3(a) or 1.4.1(a) of Schedule 6 (as applicable) was collected in Cleared Funds (save that where paragraph 1.1(b)(ii) of Schedule 6 applies to an amount collected under paragraph 1.1(a) of that Schedule, the date shall be the date that the relevant bill was issued).
7. The end date of the period to which the amount collected in Cleared Funds under paragraph 1.1(a), 1.2(a), 1.3.3(a) or 1.4.1(a) of Schedule 6 (as applicable) relates.
8. The Green Deal Bill Payer's current method for payment of Charges for the Supply of Electricity and Green Deal Charges.
9. The current payment frequency for Charges for the Supply of Electricity and Green Deal Charges.

Schedule 6 – Amounts to Recover and Remit

1 Methods of Payment

1.1 Payment following receipt of a bill

Where a Green Deal Bill Payer pays Charges following the receipt of a bill from its Supplier:

- (a) the Green Deal Charges to be recovered by the Supplier under each bill shall be:
 - (i) the sum of the relevant Daily Green Deal Charges for the billing period to which the bill relates;
 - (ii) plus any underpayment and minus any overpayment of Green Deal Charges under previous bills;
- (b) the Remittance Date(s) shall be a date that is either:
 - (i) as soon as reasonably practicable, but not more than three (3) Working Days after receiving the amount under paragraph 1.1(a) in Cleared Funds (save that, if such amount cannot be allocated to the Green Deal Bill Payer's Account on the day of receipt, then the Supplier shall allocate the Remittance Amount as soon as reasonably practicable after receipt and the Remittance Date shall be a date, chosen at the Supplier's discretion, that is as soon as reasonably practicable, but not more than three (3) Working Days of the date on which allocation occurs); or
 - (ii) (where there is an opening credit balance on the Green Deal Bill Payer's Account at the time the bill was issued) as soon as reasonably practicable, but not more than three (3) Working Days after the bill has been issued and (chosen at the Supplier's discretion):
 - (aa) such opening credit balance is greater than zero pounds at the time the bill was issued; or
 - (bb) such opening credit balance is greater than twenty pounds (£20) at the time the bill was issued;
- (c) the Remittance Amount shall, subject to paragraph 2, be an amount equivalent to the amount collected under paragraph 1.1(a); and
- (d) the parties acknowledge that where there is a credit balance on the Green Deal Bill Payer's Account at the time a bill is issued, the operation of paragraph 1.1(b)(ii) may result in there being two different Remittance Dates following the collection of Charges under that bill.

1.2 Scheme of fixed payment amount and frequency

Where a Green Deal Bill Payer pays Charges by way of a scheme of fixed payment amount and frequency:

- (a) the Green Deal Charges to be recovered by the Supplier at the time the Supplier collects Charges for the Supply of Electricity shall be:

- (i) the sum of the relevant Daily Green Deal Charges over the relevant assessment period plus any underpayment or minus any overpayment of Green Deal Charges in relation to previous assessment periods;
 - (ii) divided by the number of scheme payments to be made within that assessment period;
- (b) the Remittance Date shall be a date, chosen at the Supplier's discretion, that as soon as reasonably practicable but not more than three (3) Working Days after receiving the amount collected under paragraph 1.2(a) in Cleared Funds; and
- (c) the Remittance Amount shall, at the relevant Supplier's choice (to be made once for each Green Deal Plan), but subject to paragraph 2, either be:
 - (i) an amount equivalent to the amount collected under paragraph 1.2(a); or
 - (ii) an amount equivalent to the sum of the Daily Green Deal Charges for the period from the date of the previous Remittance Date to the current Remittance Date.

1.3 Third Party Deductions Scheme

- 1.3.1 Paragraph 1.3.3 shall not come into effect until such date that the Secretary of State may determine at its sole discretion, by the giving of notice to the Panel.
- 1.3.2 Where a Green Deal Bill Payer pays Charges by way of the Third Party Deductions Scheme, then for the period until the Secretary of State has issued a notice to the Panel under paragraph 1.3.1, the Remittance Amount shall be zero but Daily Green Deal Charges shall still continue to accrue and the obligation to recover Green Deal Charges from the relevant Green Deal Bill Payer does not end.
- 1.3.3 Where a Green Deal Bill Payer pays Charges by way of the Third Party Deductions Scheme:
 - (a) the Green Deal Charges to be recovered by the Supplier at the time the Supplier collects Charges for the Supply of Electricity shall be:
 - (i) the sum of the relevant Daily Green Deal Charges over the relevant assessment period as adjusted by any underpayment or overpayment of Green Deal Charges in relation to previous assessment periods;
 - (ii) divided by the number of scheme payments to be made within that assessment period;
 - (b) the Remittance Date shall be a date, chosen at the Supplier's discretion, that is as soon as reasonably practicable, but not more than three (3) Working Days after receiving Cleared Funds from the Department of Work and Pensions (or such person acting on its behalf under the Third Party Deductions Scheme); and
 - (c) the Remittance Amount shall, subject to paragraph 2, be an amount equivalent to the amount collected under paragraph 1.3.3(a).

1.4 Prepayment meters

- 1.4.1 Where a Green Deal Bill Payer pays Charges by way of Prepayment Meter:

- (a) subject to paragraph 1.4.2, the Remittance Amount shall be an amount equivalent to the sum of:
 - (i) the relevant Daily Green Deal Charges either, at the relevant Supplier's choice (to be made once for each Green Deal Plan), summed:
 - (aa) over the relevant month; or
 - (bb) over the period from the date of the previous Remittance Date to the current Remittance Date; and
 - (ii) (subject to paragraph 2.5) Green Deal Charges arrears collected,and, as between that Supplier and that Green Deal Provider only, such amount shall be treated as a Green Deal Charge recovered by the Supplier (and for the avoidance of doubt that remittance shall not discharge the Green Deal Bill Payer's obligation to pay the Green Deal Charge);
- (b) the Remittance Date shall be on a Working Day in each month, chosen at the relevant Supplier's discretion, to be made once per Green Deal Plan; and
- (c) the Supplier may recover such amount from the Green Deal Bill Payer as a debt in accordance with section 1(6)(c) of the Energy Act and upon such recovery may reimburse itself from that amount for the sums paid out under paragraph 1.4.1(a) above with no further obligation under section 1(6)(d) of the Energy Act.

1.4.2 Where the Supplier has:

- (a) evidence to reasonably conclude that the Green Deal Bill Payer is not purchasing credit at a vending system and there is no credit balance on the Prepayment Meter; or
- (b) has issued a Notice to a Green Deal Provider under Clause 10.1.7(b) and has been unable to apply Green Deal Charges on the Prepayment Meter,

the Remittance Amount shall, for the relevant period, be zero the Remittance Amount shall be zero but Daily Green Deal Charges shall still continue to accrue and the obligation to recover Green Deal Charges from the relevant Green Deal Bill Payer does not end.

1.4.3 For the purposes of paragraph 1.4.1(a)(ii), an amount:

- (a) assigned by an Old Supplier to a New Supplier pursuant to Standard Condition 14.6 (*Domestic Customer transfer blocking*) of an Electricity Supply Licence, shall be treated as arrears for Charges for the Supply of Electricity; and
- (b) received by the Old Supplier in consideration for the assignment to a New Supplier of Outstanding Charges, pursuant to Standard Condition 14.6 (*Domestic Customer transfer blocking*) of an Electricity Supply Licence, shall be treated as arrears collected by that Supplier, subject to a maximum reduction in the Outstanding Charges that are Green Deal Charges of twenty pounds sterling (£20) per occasion.

1.4.4 The arrangement in paragraph 1.4.1 above is agreed by the parties to satisfy the requirements of section 1(6) of the Energy Act.

1.5 Other payment methods

- 1.5.1 Where a Green Deal Bill Payer pays Charges by way of a payment method not specified above (a **non-specified payment method**), but the provisions in paragraph 1.1, 1.2, 1.3 or 1.4 work for such payment method, such paragraph shall apply to that payment method.
- 1.5.2 Where a non-specified payment method is such that the provisions in paragraph 1.1, 1.2, 1.3 or 1.4 do not work for such payment method, the relevant Supplier shall raise a Change Proposal under Clause 7.2 for the purposes of the Panel agreeing changes to this Agreement for the remittance of Green Deal Charges paid using that payment method.
- 1.5.3 Where a Supplier is under an obligation to raise a Change Proposal under paragraph 1.5.2, until such changes to this Agreement are agreed for the relevant payment method:
- (a) the Green Deal Charges to recover shall be the sum of the relevant Daily Green Deal Charges for the period to which the Charges for the Supply of Electricity relate, as adjusted by any prior underpayment or overpayment of Green Deal Charges by that Green Deal Bill Payer;
 - (b) the Remittance Date shall be a date, chosen at the Supplier's discretion, that is as soon as reasonably practicable but not more than three (3) Working Days after it receives Cleared Funds; and
 - (c) the Remittance Amount shall be an amount equivalent to the amount collected under paragraph 1.5.3(a).

2 Overpayment and partial payment

2.1 Overpayments

- 2.1.1 Where a Supplier, acting in compliance with its obligations under this Agreement, collects more than the Expected Amount from a Green Deal Bill Payer, then such excess amount shall be an overpayment for the purposes of the calculation of the next Expected Amount under paragraph 1.
- 2.1.2 Subject to Clause 11.8.3, where a Green Deal Bill Payer requests a refund of an excess amount referred to under paragraph 2.1.1, the relevant Supplier shall be responsible refunding that excess amount to that Green Deal Bill Payer (irrespective of whether it has already been remitted under Clause 12.2.1(a)).
- 2.1.3 For the avoidance of doubt, where a Supplier recovers Green Deal Charges from an Electricity Customer that relate to a period during which there was an Erroneous Registration:
- (a) such Green Deal Charges shall not be interpreted as being Expected Amounts; and
 - (b) where such Green Deal Charges (in whole or in part) have been remitted to a Green Deal Provider under Clause 12, they shall be excess amounts referred to under paragraph 2.1.1.

2.2 Pari passu

- 2.2.1 For the purposes of this paragraph 2.2, a **Payment** is an amount collected by a Supplier in any of the following circumstances:

- (a) the Supplier, acting in compliance with its obligations under this Agreement, collects some (but not all) of the Charges due from a Green Deal Bill Payer for the relevant period;
- (b) a Green Deal Bill Payer has Outstanding Charges and makes an ad hoc payment to the Supplier; or
- (c) a Green Deal Bill Payer pays a Security Deposit to the Supplier (requested by the Supplier in accordance with its Electricity Supply Licence) and such Security Deposit (or part thereof) is used to settle all or some of the Charges due from a Green Deal Bill Payer.

2.2.2 Where a Payment is collected under an Electricity Supply Contract (other than one falling within paragraph 2.2.3), then for the purposes of Clause 12.2.1(a) (but subject to paragraph 1.4.3) Charges for the Supply of Electricity and Green Deal Charges (or, where applicable, such ad hoc payment or valid payment of Charges from the Security Deposit) shall rank pari passu without any preference between them, irrespective of how the Green Deal Bill Payer intends or instructs how the Charges should be treated or dealt with.

2.2.3 Where a Payment is collected under a Non-Domestic Electricity Supply Contract and the Charges for the Supply of Electricity relate to more than one Non-Domestic Premises but the relevant Green Deal Bill Payer has expressed an intention or instruction that its payment of such Charges for the Supply of Electricity is for one or more (but not all) of those Non-Domestic Premises, then for the purposes of Clause 12.2.1(a) Charges for the Supply of Electricity and Green Deal Charges (or, where applicable, such ad hoc payment or valid payment of Charges from the Security Deposit) shall rank pari passu without any preference between them (at the relevant Supplier's choice, to be made once per Non-Domestic Contract) either:

- (a) to all Non-Domestic Premises which the Charges related to; or
- (b) to those Non-Domestic Premises in relation to which the Green Deal Bill Payer expressed its intention or instruction.

2.2.4 For the purposes of this paragraph 2.2, references to "Charges for the Supply of Electricity" shall be interpreted as:

- (a) inclusive of VAT and Climate Change Levy (to the extent they are chargeable to the relevant Electricity Customer on the supply of electricity);
- (b) (for the avoidance of doubt) inclusive of interest and late payment fees payable in connection with the relevant Charges for the Supply of Electricity;
- (c) net of any reduction or credit and any VAT thereon (including any discount, rebate or loyalty payment) received by the Electricity Customer against the amount payable in connection with the relevant Charges for the Supply of Electricity;
- (d) either inclusive or exclusive of amounts charged to the Electricity Customer other than under the Electricity Supply Contract (but on the same bill or demand for payment as the bill or demand for Charges for the Supply of Electricity), in each case to be determined in accordance with the same approach ordinarily used by the relevant Supplier when it receives part payment from an Electricity Customer following receipt of a bill or demand for payment that includes Charges for the Supply

of Electricity and other charges (and for the avoidance of doubt, the Supplier must use the same approach for the purposes of this paragraph).

2.3 Ad hoc payments

- 2.3.1 Where a Green Deal Bill Payer pays Charges on an ad hoc basis (but not falling within paragraphs 1.1 to 1.5 above) and there is a debit balance on the Green Deal Bill Payer's Account at the time the payment is made, the Remittance Date shall be as soon as reasonably practicable, but not more than three (3) Working Days after receiving Cleared Funds (save that, if the Remittance Amount cannot be allocated to the Green Deal Bill Payer's Account on the day of receipt, then the Supplier shall allocate the Remittance Amount as soon as reasonably practicable after receipt and the Remittance Date shall be a date, chosen at the Supplier's discretion, that is as soon as reasonably practicable, but not more than three (3) Working Days of the date on which allocation occurs).

2.4 Pre-Green Deal Charges for the Supply of Electricity

Paragraphs 2.1, 2.2 and 2.3 shall not apply to Charges for the Supply of Electricity and Security Deposits for the period preceding the first Green Deal Charge Start Date of the relevant Green Deal Plan.

2.5 Payment of oldest debt first

The Supplier may (at its discretion) apply monies received from a Green Deal Bill Payer in discharge of arrears of Charges for that Green Deal Bill Payer in the order in which they accrued.

3 Rounding

The Parties acknowledge and agree that:

- (a) the value of each Daily Green Deal Charge shall be recorded to two decimal places; and
- (b) all internal calculations of Remittance Amounts under this Agreement shall be made to no fewer than four (4) decimal places,

and the value for each Remittance Amount so calculated shall be rounded to the second (2nd) decimal, for which purposes a figure of five zero (50) in the third decimal shall result in it being rounded up.

Schedule 7 – Supplier Performance Levels

This Schedule shall only apply in accordance with Clause 14.

1. Supplier Performance Levels

Where this Schedule applies, Parts A, B and C shall apply in accordance with their terms below.

Part A – Billing frequency

The Performance Levels in this Part A shall apply where the Green Deal Bill Payer is obliged to pay Charges following the receipt of a bill from the relevant Supplier (which shall be determined solely by reference to item “GD Energy Payment Method” in the relevant Data Flow 0328).

Evidence of the billing frequency specified in the table below shall be determined solely by reference to item “GD Energy Payment Frequency” in the relevant Data Flow 0328.

Billing Frequency	Performance Description*	Performance Level	Compensation
Following receipt of a bill (monthly)	Send a bill to the Green Deal Bill Payer at least every 46 calendar days	95% of all cases in each Quarter	Interest on Expected Amount
Following receipt of a bill (quarterly)	Send a bill to the Green Deal Bill Payer at least every 117 calendar days	95% of all cases in each Quarter	Interest on Expected Amount
Following receipt of a bill (six-monthly)	Send a bill to the Green Deal Bill Payer at least every 207 calendar days	95% of all cases in each Quarter	Interest on Expected Amount
Following receipt of a bill (annually)	Send a bill to the Green Deal Bill Payer at least every 392 calendar days	95% of all cases in each Quarter	Interest on Expected Amount

*Where, for a Green Deal Bill Payer, the electricity meter reading submitted to the relevant Supplier is outside that Supplier’s tolerance for the purposes of sending an accurate bill to that Green Deal Bill Payer, the number of calendar days set out in the relevant Performance Description shall be extended by thirty (30) calendar days. This extension shall apply a maximum of once per billing period.

Part B – Dunning collection processes

The Performance Level in this Part B shall apply where the Green Deal Bill Payer owes Outstanding Charges that are Green Deal Charges.

The Performance Levels in this Part B relating to “Reminder Notices” shall apply where the Green Deal Bill Payer is obliged to pay Charges following the receipt of a bill from the relevant Supplier (which shall be determined solely by reference to the data in the Remittance Information which reflects item 8 in Schedule 5 (Remittance Information)).

Area	Performance Description	Performance Level	Compensation
Reminder Notices	Send the Green Deal Bill Payer a reminder by telephone, email, fax or post, if no payment is received within ninety (90) calendar days of a bill being sent to that Green Deal Bill Payer.	98% of all cases.	Loss of Quarterly Payment
Arrears Notices	Send the Green Deal Bill Payer a Green Deal Arrears Notice in accordance with the timescales specified in Standard Condition 37.9 (<i>Notice of Green Deal Charge arrears</i>) of an Electricity Supply Licence.	100% of all cases.	Loss of Quarterly Payment

Part C – Remittance

The Performance Level in this Part C shall apply in all cases.

Area	Performance Description	Compensation
Remittance Amount	On each Remittance Date, instruct the funds transfer of a Remittance Amount in accordance with Clause 12.2.1(a).	Interest on Remittance Amount

2. Performance Level Compensation

For each case where a Supplier fails to meet a Performance Level applicable to it in paragraph 1 of this Schedule, the relevant compensation to be calculated by reference to the column headed "Compensation" for that Performance Level, shall be as follows:

Interest on Expected Amount

The Performance Level Compensation shall be equivalent to the interest payable on the Expected Amount at the annual Relevant Interest Rate (as calculated on the last day of that Quarter), compounded daily from and including the last date that the Performance Level was capable of being achieved until, but excluding, the date that the relevant bill was sent.

Interest on Remittance Amount

The Performance Level Compensation shall be equivalent to the annual Relevant Interest Rate (as calculated on the last day of that Quarter) payable on the Remittance Amount, compounded daily from and including the Due Date until, but excluding, the date payment is made. For avoidance of doubt, the Supplier shall not be subject to double recovery under Clause 15.6 and this Schedule.

Loss of Quarterly Payment

The Performance Level Compensation shall be equivalent to:

- (a) (where the Supplier is a Mandatory Green Deal Supplier) the Mandatory Supplier Quarterly Payment in the Quarter pro-rated to the number of that Supplier's Mandatory Supplier Relevant Plans during that Quarter for which the Supplier was late in meeting the Performance Level.
- (b) (where the Supplier is a Voluntary Green Deal Supplier) the Voluntary Supplier Quarterly Payment in the Quarter pro-rated to the number of that Supplier's Voluntary Supplier Relevant Plans during that Quarter for which the Supplier was late in meeting the Performance Level.

Schedule 8 – Notice of Transfer

To: [Name and address of relevant Supplier(s) under the Green Deal Arrangements Agreement] (the **Supplier(s)**)

To: The Secretary of State for Energy and Climate Change
Department of Energy & Climate Change
3 Whitehall Place
London SW1A 2AW

Dated: [] 20[]

1. This Notice of Transfer records an agreement between:
 - (1) [**], a company incorporated under the laws of [**] [(with company number **)] and having its [registered] [principal] office at [**] [the **Transferor**]; and
 - (2) [**], a company incorporated under the laws of [**] [(with company number **)] and having its [registered] [principal] office at [**] (the **Finance Party**).
2. The Transferor is a party to the Green Deal Arrangements Agreement dated 1 October 2012 (**Green Deal Arrangements Agreement**).
3. The Transferor hereby transfers to the Finance Party, with effect from the Effective Date:
 - (a) all of its rights to receive Green Deal Charges (but none of its obligations) under the Green Deal Plan(s) listed in the attached Annex (as such Annex is amended, varied, novated, supplemented and replaced from time to time, including with future Green Deal Plans) (the **Nominated Green Deal Plans**);
 - (c) all of the Transferor's rights under the Green Deal Arrangements Agreement with respect to the Nominated Green Deal Plans; and
 - (d) the following of the Transferor's obligations and responsibilities under the Green Deal Arrangements Agreement with respect to the Nominated Green Deal Plans:
 - (i) the responsibility in Clause 10.2.2; and
 - (ii) the obligations in Clauses 10.3.1(b), 10.5.2, 11.2.5, 12.4.1, 12.4.6, 12.4.8, 11.8.3 and 16.2.1.
4. The Finance Party hereby accepts, with effect from the Effective Date:
 - (a) those rights under the Nominated Green Deal Plans; and

- (b) the rights, responsibility and obligations under the Green Deal Arrangements Agreement, in relation to the Nominated Green Deal Plans as set out in paragraph 3 above.
5. In this Notice of Transfer, the “**Effective Date**” with respect to a Nominated Green Deal Plan shall be the relevant date specified in the attached Annex for that Nominated Green Deal Plan.
6. The Finance Party undertakes to the Secretary of State for Energy and Climate Change:
- (a) to perform the obligations, if any, with respect to energy performance certificates set out in the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012;
- (b) to perform the obligations under the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012 to cancel or reduce the liability of the Green Deal Bill Payer if the Finance Party receives a copy of a relevant notice from the Secretary of State for Energy and Climate Change addressed to the Green Deal Provider [that is a party to the Nominated Green Deal Plans] (whether or not the Green Deal Provider still exists as at the date of that notice) or to the Finance Party; and
- (c) to perform the obligations in Clause 17.3, insofar as they are applicable to it.
7. This Notice of Transfer shall be governed by and construed in all respects in accordance with English law and Clause 37 (Governing Law) of the Green Deal Arrangements Agreement shall apply hereto mutatis mutandis.

Signed by the Transferor or its authorised representative:

SIGNED by)
 **)
 for and on behalf of)
 ** [Limited])

Executed as a deed by the Finance Party and delivered on the date appearing at the beginning of this Deed.

Executed as a deed by)
 **)
 [name of company] acting by a)
 director in the presence of:) Director

Signature of witness:
 Name of witness:
 Address:

Annex – Nominated Green Deal Plans

Green Deal Plan ID	Total Green Deal Charges payable	Effective Date of Transfer

WITHDRAWN

Schedule 9 – Fair Processing Notice Requirements

Any Fair Processing Notice to be issued by any Green Deal Provider or Supplier under Clause 23.2 shall include the following details, together with such other details as the relevant party believes are necessary to ensure such notice is adequate to satisfy the requirements of the Data Protection Act (bearing in mind that they will issue Fair Processing Notices on their own behalf and on behalf of the other Data Controllers Processing Personal Data in connection with the relevant Green Deal Plan):

1. Commitment to privacy

A statement confirming the commitment of Data Controllers to respecting the relevant Data Subject's right to privacy and a clear indication that the Fair Processing Notice explains the use of their Personal Data in connection with the Green Deal.

2. Identity of Data Controllers

The identity, and, as applicable, company registration number and registered office, and contact details of Data Controllers are expected to Process Personal Data in connection with the relevant Green Deal Plan (including the Secretary of State), together with a description of their role in the operation of the Green Deal Plan. Suppliers and Green Deal Providers may satisfy this requirement by reference to the detailed list of Data Controllers who are expected to Process Personal Data in connection with the Green Deal, as maintained by the Panel Secretary in accordance with Clause 5.9.4.

3. Personal Data collected

- (a) An explanation that the operation of the Green Deal and the relevant Green Deal Plan will involve Processing of Personal Data relating to the relevant Data Subject.
- (b) Details of the categories of Personal Data relating to the relevant Data Subject that will be Processed in connection with the relevant Green Deal Plan, and an explanation of how such data will be Processed (including data collected from third parties). For example, (i) what contact details will be collected and stored; (ii) what, if any, data are needed about the energy supply at the property; and (iii) billing and payment data.

4. Uses and purposes of using Personal Data

Details of the purposes for which Personal Data may be used by each Data Controller. To include an explanation of why the relevant Personal Data will be Processed. For example, (i) use of Data Subject's contact details to identify the relevant individual to the other participants in the relevant Green Deal Plan; (ii) billing / financial data to allow for payment remittances to be made; (iii) review of operational data of the Green Deal Plan for statistical analysis.

5. Disclosures of Personal Data

- (a) Explanation of disclosures of Personal Data to, or by, other participants in the relevant Green Deal Plan and to or by persons such as the Secretary of State.
- (b) Data Subjects should be made aware that participants in the relevant Green Deal Plan, and persons such as the Secretary of State, may engage third party Data Processors on their behalf, and that these may also be recipients of the Personal Data. Data Subjects should also be informed that disclosures to regulators or law enforcement bodies may be necessary.

6. Data transfers

A commitment that, where data transfers to third parties take place, the relevant Data Controllers will ensure that any such third party processors apply adequate safeguards.

7. Data Subjects' rights

Inform Data Subjects of their rights under the Data Protection Act and identify who they should contact if they wish to exercise any such rights or to make any complaints.

WITHDRAWN

Schedule 10 – Adjudication Procedure

1 Notice of Intention to seek Adjudication

1.1 Notice

- 1.1.1 A party to this Agreement (the **Referring Party**) may give written notice (the **Notice of Adjudication**) pursuant to paragraph 27.2.4(n) or paragraph 27.3.1 of its intention to refer a Dispute to adjudication.
- 1.1.2 The Notice of Adjudication shall be given to every other Disputing Party, the Disputes Committee and the Secretary of State.
- 1.1.3 The Notice of Adjudication shall set out briefly:
- (a) the nature and a brief description of the Dispute and of the parties involved,
 - (b) details of where and when the Dispute has arisen,
 - (c) the nature of the redress which is sought, and
 - (d) the names and addresses of the Disputing Parties (including, where appropriate, the addresses which the parties have specified for the giving of notices).

1.2 Appointment of an adjudicator

- 1.2.1 Within five (5) Working Days of receipt of a Notice of Adjudication the Disputes Committee shall, taking into account any agreement between the Disputing Parties on the choice of adjudicator, determine a person to act as an adjudicator and request them to act as the adjudicator in the Dispute on the terms of this Schedule 10 (**Adjudicator Request**).
- 1.2.2 If the person requested to act as adjudicator in accordance with paragraph 1.2.1 indicates that he is not willing to act as an adjudicator or fails to respond to the Adjudicator Request within three (3) Working Days, the Disputes Committee shall, within five (5) Working Days, submit an Adjudicator Request to an alternative person.
- 1.2.3 When submitting an Adjudicator Request, the Disputes Committee shall provide the relevant person with a copy of the Notice of Adjudication.
- 1.2.4 The Disputes Committee shall notify the Disputing Parties of the identity of the adjudicator as soon as reasonably possible.
- 1.2.5 Where the Disputes Committee fails to comply with paragraph 1.2.1 or 1.2.2, the Disputing Parties may:
- (a) agree to submit an Adjudicator Request to a specified person, or
 - (b) request an Adjudicator Nominating Body to select a person to act as adjudicator.

1.3 Adjudicator criteria

- 1.3.1 Any person requested or selected to act as adjudicator in accordance with paragraph 1.2 shall be a natural person acting in his personal capacity.

- 1.3.2 A person requested or selected to act as an adjudicator shall not be an employee of any of the parties to the Dispute and shall declare any interest, financial or otherwise, in any matter relating to the Dispute.

1.4 Referral of Dispute

- 1.4.1 Where an adjudicator has been selected in accordance with paragraph 1.2, the Disputes Committee shall, not later than seven (7) Working Days from the acceptance of the Adjudicator Request, refer the Dispute in writing (the **Referral Notice**) to the adjudicator.
- 1.4.2 Where the Disputes Committee sends a Referral Notice, such notice shall be accompanied by copies of, or relevant extracts from, the Agreement and such other documents as the Disputing Parties intend to rely upon.
- 1.4.3 The Disputes Committee shall, at the same time as it sends the adjudicator the documents referred to in paragraph 1.4.2 send copies of those documents to the Disputing Parties.
- 1.4.4 Upon receipt of the Referral Notice, the adjudicator must inform every party to the Dispute of the date that it was received.

1.5 Further provisions

- 1.5.1 The adjudicator may, with the consent of all the Disputing Parties, adjudicate at the same time on more than one Dispute under the same contract.
- 1.5.2 The adjudicator may, with the consent of all the Disputing Parties, adjudicate at the same time on related Disputes under different contracts, whether or not one or more of those parties is a party to those Disputes.
- 1.5.3 All the parties in paragraphs 1.5.1 and 1.5.2 respectively may agree to extend the period within which the adjudicator may reach a decision in relation to all or any of these Disputes.
- 1.5.4 Where an adjudicator ceases to act because a Dispute is to be adjudicated on by another person in terms of this paragraph, that adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses reasonably incurred by him.

1.6 Withdrawal of an adjudicator

- 1.6.1 An adjudicator may resign at any time on giving notice in writing to the Disputing Parties.
- 1.6.2 An adjudicator must resign where the Dispute is the same or substantially the same as one which has previously been referred to adjudication, and a decision has been taken in that adjudication.
- 1.6.3 Where an adjudicator ceases to act under paragraph 1.6.1:
- (a) the Disputes Committee may submit a new Adjudicator Request; and
 - (b) if requested by the new adjudicator and insofar as it is reasonably practicable, the parties shall supply him with copies of all documents which they had made available to the previous adjudicator.

- 1.6.4 Where an adjudicator resigns in the circumstances referred to in paragraph 1.6.2 or where a Dispute varies significantly from the Dispute referred to him in the Referral Notice and for that reason he is not competent to decide it, the adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses reasonably incurred by him.

1.7 Objections

- 1.7.1 Where a Disputing Party objects to the appointment of a particular person as adjudicator, that objection shall not invalidate the adjudicator's appointment nor any decision he may reach in accordance with paragraph 1.11.

1.8 Revocation of the adjudicator

- 1.8.1 The Disputing Parties may at any time agree to revoke the appointment of the adjudicator.
- 1.8.2 Where the Disputing Parties agree to revoke the appointment of the adjudicator, the adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses incurred by him or her.
- 1.8.3 Where the revocation of the appointment of the adjudicator is due to the default or misconduct of the adjudicator, the parties shall not be liable to pay the adjudicator's fees and expenses.

1.9 Powers of the adjudicator

- 1.9.1 The adjudicator shall:
- (a) act impartially in carrying out his duties and shall do so in accordance with any relevant terms of the Agreement and shall reach his decision in accordance with English law; and
 - (b) avoid incurring unnecessary expense.
- 1.9.2 The adjudicator may take the initiative in ascertaining the facts and the law necessary to determine the Dispute, and shall decide on the procedure to be followed in the adjudication and, in particular, the adjudicator may:
- (a) request any party to the Agreement to supply him with such documents as he may reasonably require including, if he so directs, any written statement from any party to the Agreement supporting or supplementing the Referral Notice and any other documents given under paragraph 1.4.2;
 - (b) meet and question any of the parties to the Agreement and their representatives;
 - (c) obtain and consider such representations and submissions as required, and, provided the adjudicator has notified the parties of his intention;
 - (d) appoint experts, assessors or legal advisers;
 - (e) give directions as to the timetable for the adjudication, any deadlines, or limits as to the length of written documents or oral representations to be complied with; and
 - (f) issue other directions relating to the conduct of the adjudication.

1.10 Disputing parties

- 1.10.1 The Disputing Parties shall comply with any request or direction of the adjudicator in relation to the adjudication.
- 1.10.2 If, without showing sufficient cause, a Disputing Party fails to comply with any request, direction or timetable of the adjudicator made in accordance with his powers, fails to produce any document or written statement requested by the adjudicator, or in any other way fails to comply with a requirement under these provisions relating to the adjudication, the adjudicator may:
- (a) continue the adjudication in the absence of that party or of the document or written statement requested;
 - (b) draw such inferences from that failure to comply as circumstances may, in the adjudicator's opinion, be justified; and
 - (c) make a decision on the basis of the information before him attaching such weight as he thinks fit to any evidence submitted to him outside any period he may have requested or directed.
- 1.10.3 Subject to any agreement between the Disputing Parties to the contrary, and to the terms of paragraph 1.10.4, any Disputing Party may be assisted by, or represented by, such advisers or representatives (whether legally qualified or not) as he considers appropriate.
- 1.10.4 Where the adjudicator is considering oral evidence or representations, a Disputing Party may not be represented by more than one person, unless the adjudicator gives directions to the contrary.
- 1.10.5 The adjudicator shall consider any relevant information submitted to him by any of the Disputing Parties and shall make available to them any information to be taken into account in reaching his decision.
- 1.10.6 The adjudicator and any Disputing Party shall not disclose to any other person any information or document provided to him in connection with the adjudication which the party supplying it has indicated is to be treated as confidential, except to the extent that it is necessary for the purposes of, or in connection with, the adjudication.

1.11 Adjudicator's decision

- 1.11.1 The adjudicator shall reach his decision not later than:
- (a) twenty eight (28) days after receipt of the Referral Notice; or
 - (b) forty two (42) days after Receipt of the Referral Notice if the Disputes Committee so consents; or
 - (c) such period exceeding twenty eight (28) days after receipt of the Referral Notice as the Disputing Parties may, after the giving of that notice, agree.
- 1.11.2 Where the adjudicator fails, for any reason, to reach his decision in accordance with paragraph 1.11.1:

- (a) any of the parties to the Dispute may submit a new Adjudicator Request to another person; and
 - (b) if requested by the new adjudicator and insofar as it is reasonably practicable, the parties shall supply him with copies of all documents which they had made available to the previous adjudicator.
- 1.11.3 As soon as possible after he has reached a decision, the adjudicator shall deliver a copy of that decision to the Disputing Parties and the Disputes Committee.
- 1.11.4 The adjudicator shall decide the matters in Dispute and may take into account any other matters which the Disputing Parties agree should be within the scope of the adjudication or which are matters under the Agreement in the adjudicator's reasonable opinion are necessarily connected with the Dispute, including:
 - (a) reviewing any decision taken by any person referred to in the Agreement unless the Agreement states that the decision or certificate is final and conclusive;
 - (b) deciding that any of the Disputing Parties is liable to make a payment under the Agreement and when that payment is due and the final date for payment; and
 - (c) having regard to any term of the Agreement relating to the payment of interest decide the circumstances in which, and the rates at which, and the periods for which simple or compound rates of interest shall be paid.
- 1.11.5 In the absence of any directions by the adjudicator relating to the time for performance of his decision, the parties shall be required to comply with any decision of the adjudicator immediately on delivery of the decision to the Disputing Parties.
- 1.11.6 If requested by one of the Disputing Parties, the adjudicator shall provide reasons for his decision.
- 1.11.7 The adjudicator may on his own initiative or on the application of a party correct his decision so as to remove a clerical or typographical error arising by accident or omission provided that:
 - (a) any correction of a decision is made within five (5) days of the delivery of the decision to the Disputing Parties; and
 - (b) as soon as possible after correcting a decision in accordance with this paragraph, the adjudicator delivers a copy of the corrected decision to the Disputing Parties and the Disputes Committee.
- 1.11.8 Any correction of a decision under paragraph 1.11.7 forms part of the decision.

1.12 Costs and liability

- 1.12.1 The adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses reasonably incurred by him.
- 1.12.2 The adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and any employee or agent of the adjudicator shall be similarly protected from liability.