NATIONAL GRID ELECTRICITY TRANSMISSION PLC (1)

and

[PROVIDER] (2)

____________________________________

[DEMAND TURN UP SERVICE] TRIAL BALANCING SERVICES AGREEMENT

____________________________________

CONTRACT LOG NO: [   ]

SUBJECT TO CONTRACT
Reference: MB/CR/967050.1
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THIS BALANCING SERVICES AGREEMENT is made on the of 2016

BETWEEN

(1) NATIONAL GRID ELECTRICITY TRANSMISSION PLC a company incorporated and registered in England and Wales with company number 2366977 whose registered office is 1-3 Strand, London, WC2N 5EH ("National Grid", which expression shall include its successors and/or permitted assigns); and

(2) [ ] a company incorporated and registered in England and Wales with company number [ ] whose registered office is [ ] ("Provider", which expression shall include its successors and/or permitted assigns).

each a "Party", together the "Parties" to this Balancing Services Agreement.

WHEREAS

(A) National Grid has a requirement for a negative reserve service, and wishes to contract on a trial basis with a small number of non-BM demand site owners and/or operators of potentially suitable sites or with aggregators.

(B) The Provider is the owner and/or operator of the Contracted Site(s), [each of] which has the capability to provide a negative reserve service, or has contracted with the owner and/or operator of each Sub-Site for the provision of a negative of a negative reserve service.

(C) Accordingly, the Parties have agreed to enter into this Agreement under which the Provider will make available the Contracted Site(s) or procure availability of the Sub-Site(s) on a trial basis for despatch by National Grid by way of an optional back up negative reserve service.

NOW IT IS HEREBY AGREED

1. DEFINITIONS

In this Agreement unless the subject matter or context otherwise requires or is inconsistent therewith, the definitions set out in Appendix 1 shall apply.

2. COMMENCEMENT AND TERM

2.1 This Agreement shall come into force on 1 May 2016 and shall continue in full force and effect until [ ] hours on 30 September 2016 ("Service Term"), subject to earlier termination by either Party in accordance with Clause 20 (Termination).

2.2 The Parties may extend the Service Term by mutual written agreement.

3. AGGREGATED SITES

3.1 For the purposes of this Clause 3 and Clause 4, the term “Aggregated Site” shall mean any of the notional sites specified in Part 2 of Appendix 5 to which one or more Sub-Sites may from time to time be allocated by the Provider in accordance with Clause 4 for the purpose
of enabling Demand Turn Up to be made available from such Sub-Sites on an aggregated basis via such Aggregated Site.

3.2 The Provider shall allocate or re-allocate one or more Sub-Site(s) to that Aggregated Site by way of a valid Allocation Notification pursuant to Sub-Clause 4.3, such that the aggregated total provision of Demand Turn Up shall equal the Contracted MW (failing which, the Provider shall declare the Demand Turn Up unavailable from the Aggregated Site for the relevant Service Period).

4. CONTRACTED SITES – ALLOCATION AND RE-ALLOCATION

Introduction of New Sub-Sites

4.1 For the purposes of this Clause 4 and Clause 3, “Sub-Sites” shall mean each of those sites agreed in writing from time to time between the Parties in accordance with the following provisions:

4.1.1 each Sub-Site proposed by the Provider shall either be:
   (a) notified to National Grid by the Provider by [email/facsimile], such notice setting out the operational details for such Sub-Site; or
   (b) be specified in Part 1 of Appendix 5 and have its details set out in a subsequent verification request notice to be made by the Provider to National Grid by [email/facsimile] setting out the operational details for that applicable Sub-Site;

4.1.2 each notice shall be signed by the Provider and counter-signed by or on behalf of the owner of operator of the proposed Sub-Site;

4.1.3 such proposed Sub-Site shall then be subject to approval by National Grid (at its sole discretion) within [ ] days prior to the relevant Service Period, and if so approved the notice form shall be countersigned by or on behalf of National Grid and returned to the Provider by [facsimile/email]; and

4.1.4 such proposed Sub-Site shall be effective for the purposes of this Clause 4 from the date and time such form is returned by National Grid to the Provider duly countersigned.

4.2 The Provider shall procure full audit and inspection rights to the Sub-Sites for the benefit of National Grid and its agents and contractors and shall also retain full metering data for all Sub-Sites and make the same available for inspection by National Grid at any time.

Allocation and re-allocation

4.3 It is agreed by the Parties that with respect to an Aggregated Site, the Provider may:
4.3.1 allocate to that Aggregated Site one or more Sub-Site(s) which are at that time Unallocated; and
4.3.2 re-allocate to that Aggregated Site any Sub-Site(s) that is at that time already allocated to another Aggregated Site,

in each case in accordance with the procedure set out in this Clause 4.

4.4 Any such allocation or re-allocation of a Sub-Site(s) to an Aggregated Site shall be notified by the Provider to National Grid by [email/facsimile] (an “Allocation Notification”) in accordance with Sub-Clause 4.5.

4.5 An Allocation Notification shall only be valid if:

4.5.1 received by National Grid [ ] hours immediately preceding commencement of the relevant Service Period in which the allocation or re-allocation is expected to take effect;
4.5.2 National Grid is satisfied that appropriate [communications and metering] equipment have been installed with respect to the applicable Aggregated Site(s) and the Sub-Sites allocated to it in order to enable the instruction and monitoring of the delivery of the Demand Turn Up from the Aggregated Site(s); and
4.5.3 an aggregation methodology (approved by National Grid) has been developed by the Provider to determine the availability and provision on Demand Turn Up from such Aggregated Site(s).

4.6 With respect to each valid Allocation Notification, National Grid shall confirm the same by countersigning the Allocation Notification by or on behalf of National Grid and returning it to the Provider by facsimile no later than [ ] hours immediately preceding the relevant Service Period in which the allocation or re-allocation is expressed to take effect.

4.7 The Provider may not make in excess of [ ] Allocation Notifications [per Aggregated Site]) during the Service Term, provided always that any confirmation by National Grid of a valid Allocation Notification pursuant to Sub-Clause 4.6 shall be effective and conclusive in confirming the same notwithstanding that such limit is thereby exceeded.

4.8 If an Allocation Notification is invalid, in accordance with Sub-Clause 4.5, then it shall be treated as if it was never submitted.

Amendment/Removal of Contracted Sites
4.9 The Parties may agree in writing from time to time changes to the Demand Turn Up capability of a Sub-Site(s) or that an Unallocated Sub-Site shall be removed from this Agreement and cease to be effective for the purposes of this Clause 4, in each case in accordance with the following provisions:

4.9.1 details of each proposed change or removal shall be notified by the Provider National Grid by [email/facsimile];

4.9.2 where the Provider proposes to change the Demand Turn Up capability of a Sub-Site(s), each such notice shall be signed by the Provider and counter-signed by or on behalf of the owner or operator of the Sub-Site(s); and

4.9.3 such proposed change or removal shall then be subject to approval by National Grid (at its sole discretion) within [7] days of receiving the notice duly signed and countersigned as aforesaid, and if so approved the notice shall be countersigned by or on behalf if National Grid and returned to the Provider by [email/facsimile].

5. SERVICE PROVISION
The Provider hereby agrees to make available the Demand Turn Up Service to National Grid from the Contracted Site(s) and/or the Aggregated Site(s) throughout the Service Term and to deliver the Demand Turn Up Service in accordance with each Utilisation Instruction and subject to the applicable terms and conditions set out or referred to in this Agreement.

6. SERVICE REQUESTS AND AVAILABILITY

6.1 Subject to Clause 6.2, the Demand Turn Up Service shall be deemed to be available at a level equal to the Contracted MW from the applicable Contracted Site(s) and/or Aggregated Site(s) during each Service Period.

6.2 The Provider shall notify National Grid by [email/facsimile] as early as reasonably practicable prior to the start of the next following Service Period (and in any event giving not less than 12 hours notice) if the Demand Turn Up Service will not be available from the Contracted Site(s) and/or Aggregated Site(s) for and during the whole or any part of that Service Period, and where the Provider can deliver the Demand Turn Up Service during part of that Service Period, the Provider shall notify National Grid of the Available MW for that part of that Service Period (a “Declaration”).

6.3 The Provider shall notify National Grid without delay if at any time following the issue of a Declaration under Clause 6.2, it becomes aware of any technical constraint affecting its ability to provide the Available MW so notified. Each such notification of inability to provide the
Available MW by the Provider shall be accompanied by an explanation in reasonable detail of the reasons for such unavailability.

7. **UTILISATION**

7.1 In respect of all or any Settlement Periods in each Service Period in which the Demand Turn Up Service is available, National Grid may, but is not obliged to, notify the Provider by facsimile at the Control Point requiring the Provider to provide the Demand Turn Up Service from the relevant Contracted Site(s) and/or Aggregated Site(s) (a “Utilisation Instruction”) specifying for each relevant Contracted Site and/or Aggregated Site:

7.1.1 the amount of Demand Turn Up in MW ("Instructed MW");

7.1.2 the start time for delivery of the Demand Turn Up Service in respect of the applicable Service Period; and

7.1.3 the end time for delivery of the Demand Turn Up Service in respect of the applicable Service Period, provided that the duration of the Demand Turn Up Service may be no shorter than the Minimum Utilisation Period and no longer than Maximum Utilisation Period set out in Appendix 2.

7.2 If within [30 minutes] of receipt of any Utilisation Instruction the Provider does not notify National Grid of a rejection of such Utilisation Instruction by email transmission (and National Grid shall acknowledge any rejection by [email/facsimile] transmission), a Utilisation Instruction shall be deemed accepted. The Provider may only reject a Utilisation Instruction for safety reasons or reasons relating to the technical capability of the relevant Contracted Site(s) and/or Aggregated Site(s) and shall provide an explanation in reasonable detail of the reasons for such unavailability.

7.3 Subject to Clause 7.2, the Provider shall deliver Demand Turn Up in accordance with the Utilisation Instruction. Clause 9 (Events of Default) shall apply in respect of any failure by the Provider to comply with this Clause 7.3.

7.4 Unless the Parties agree otherwise, a Utilisation Instruction shall be given by National Grid no later than six (6) hours prior to commencement of the relevant Service Period.

7.5 Following a Utilisation Instruction, National Grid may, by not less than [ ] minutes notice prior to the start of the applicable Service Period, notify the Provider by telephone at the Control Point of a variation to the terms of a Utilisation Instruction that has been confirmed in accordance with Clause 7.2 and, the Provider shall act reasonably and without delay in implementing such variation in accordance with its terms. Any notification made by telephone under this Clause 7.5 shall be confirmed by National Grid by facsimile transmission as soon as reasonable practicable thereafter.
In the event that in respect of the relevant Contracted Site(s) and/or Aggregated Site(s):

7.6.1 the Provider fails to deliver at the start of the relevant Service Period the Demand Turn Up to a level of at least 95% of the Instructed MW agreed and set out in the relevant Utilisation Instruction; and/or

7.6.2 the volume in MWh of the Demand Turn Up Service provided by the Provider following receipt of a Utilisation Instruction is less than 95% of the Instructed MW multiplied by the number of hours (including parts during the relevant Service Period)

then Clause 9 (Events of Default) shall apply in respect of any such failure.

8. PAYMENTS AND INVOICING

8.1 [In consideration of the Provider making available and delivering the Demand Turn Up Service pursuant to Clauses 6 and 7, National Grid shall make a payment in respect of each Service Period in which Demand Turn Up is made available, calculated in accordance with Part 1 of Appendix [3] (“Availability Payment”).] 1

8.2 In consideration of the Provider making available and delivering the Demand Turn Up Service pursuant to Clauses 6 and 7, National Grid shall make a payment in respect of each Utilisation Instruction pursuant to which the Provider has delivered Demand Turn Up during a Service Period calculated in accordance with Part 2 of Appendix [3] (“Utilisation Payment”).

8.3 For the avoidance of doubt, the Utilisation Payment shall not be payable by National Grid to the extent that delivery of Demand Turn Up occurs outside a Service Period and/or otherwise than in accordance with a Utilisation Instruction.

8.4 No payment shall be made by National Grid pursuant to Sub-Clause [8.1 and] 8.2 with respect to any period in respect of which the Provider fails to comply with any of its obligations hereunder.

8.5 At the end of the Service Term, where in respect of the Contracted Site(s) and/or Aggregated Site(s) National Grid determines that the aggregate actual availability of the Demand Turn Up Service (expressed in MWh) across all Service Periods (for the avoidance of doubt ignoring any period of unavailability set out in a Declaration but taking into account all periods of unavailability pursuant to Clause 6.2) was less than 95% of the aggregate availability in MWh across all Service Periods in the Service Term, then the Provider shall repay to National Grid a proportion of the total Availability Fees paid or payable to the Provider over the Service Term with respect to the Contracted Site(s)

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1 To be deleted if the Utilisation Fee is above £75 per mw/h
and/or Aggregated Site(s) representing the percentage of unavailability of the Demand Turn Up Service.

8.6 National Grid shall not later than [ ] Business Days following the end of each month during the Service Term, send to the Provider a statement (“Monthly Statement”) setting out, in respect of each Contracted Site(s) for that month the Availability Payment and also the Utilisation Payment.

8.7 If the Provider disagrees with the content of any monthly statement it may notify National Grid in writing, with evidence upon which it relies in support of such disagreement, no later than seven (7) days after the date of receipt of that Monthly Statement, but in the absence of any such notification by such date, the Monthly Statement shall be final and binding on the parties subject only to Clause 0.

8.8 Where a disagreement is notified by the Provider pursuant to Clause 0, the Parties shall discuss and endeavour to resolve the same in good faith, and any revisions to a Monthly Statement agreed as a result thereof shall be reflected in a revised Monthly Statement which shall promptly be re-issued by National Grid. In the absence of agreement, the Monthly Statement shall be binding upon the Parties until such time as otherwise agreed in writing between the Parties or as may otherwise be determined by an expert.

8.9 Where National Grid discovers that any prior Monthly Statement contains an arithmetic error or omission, or becomes aware of metering errors or any other facts which show that the Provider was not entitled to receive a payment already made, or where payment is due between the Parties in consequence of the resolution of a dispute then National Grid shall be entitled to include an adjustment in the Monthly Statement issued in accordance with Clause 6.5, provided that an explanation of the adjustment in reasonable detail is included in the Monthly Statement.

8.10 National Grid shall pay to the Provider the amount shown as due from National Grid in a Monthly Statement, together with any Value Added Tax properly chargeable in respect of the provision of the Demand Turn Up Service within [ ] Business Days after the date on which that Monthly Statement is issued.

8.11 If, by virtue of the foregoing provisions, it is determined or agreed that:

8.11.1 the Provider was entitled to a further payment from National Grid, National Grid shall pay such further payment [plus interest at [ ] on the amount of such further payment within [ ] Business Days after the date on which any dispute following the Monthly Statement has been determined; or

8.11.2 the Provider was not entitled to any payment it has received, then the Provider shall promptly repay such amount to National Grid and National Grid shall be entitled to
interest at [ ] on such amount from the date of payment by National grid until the date of repayment by the Provider (or, as the case may be, until the date when National Grid makes a payment to the Provider against which such amount is off-set pursuant to Sub-Clause 8.13).

8.12 All payments to be made by National Grid to the Provider under this Agreement will be made by payment to such account at a UK clearing bank as the Provider may notify National Grid in writing on or before the date hereof or such other account as the Provider may from time to time notify to National Grid.

8.13 All amounts specified in this Agreement shall be exclusive of any value added tax or other similar tax and National Grid shall pay to the Provider value added tax at the rate for the time being and from time to time properly chargeable in respect of the making available and/or provision of the Demand Turn Up Service in accordance with this Agreement.

8.14 Sums payable by one Party to the other pursuant to this Agreement whether by way of charges, interest or otherwise, shall (except to the extent permitted in this Clause 8 or as otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims and payable by the other Party under this Agreement against any payment it makes to that Party under this Agreement.

8.15 The Provider agrees that National Grid shall maintain a self-billing system throughout the Service Term whereby each Monthly Statement shall constitute a self-billing invoice for VAT purposes. Accordingly, National Grid and the Provider shall enter into a self-billing agreement in accordance with VAT legislation and published guidance from HM Revenue and Customs (“HMRC”) from time to time, and agrees to comply with all relevant requirements in relation to self-billing, and for such purpose the Service Provider hereby warrants and undertakes to National Grid that:

8.15.1 it is registered for VAT and will inform National Grid forthwith if it ceases to be so registered or changes its VAT registration number;

8.15.2 it will account to HMRC for the VAT paid by National Grid pursuant to Clause 8.12; and

8.15.3 it will not issue its own VAT invoices for provision of the Demand Turn Up Service.

8.16 The provisions of this Clause 8 shall survive termination of this Agreement.

9. **EVENTS OF DEFAULT**

9.1 In the event the Provider fails to comply with its obligations pursuant to Clauses 7.3 and 7.6, or otherwise fails to comply with any of its obligations under this Agreement (“Event of
Default”), the Parties agree that the Availability Payment payable by National Grid to the Provider shall reduce:

9.1.1 by 5% following the first Event of Default; and

9.1.2 by an additional 5% following each further Event of Default.

9.2 Where 3 or more Events of Default occur during the Service Term, National Grid may in its absolute discretion terminate this Agreement forthwith by notice in writing to the Provider.

9.3 For the purposes of this Clause 9, it is acknowledged that the same occurrence or failure may constitute more than one Event of Default.

10. GRID CODE AND DISTRIBUTION CODE

10.1 The provision by the Provider of the Demand Turn Up Service shall not relieve it of any of its obligations or affect such obligations (if any) set out in the Grid Code (including without limitation its obligations (if any) to provide Demand control when instructed by National Grid under Grid Code OC6) or in the Distribution Code of its host Public Distribution System Operator.

11. MAINTENANCE AND STATUS OF CONTRACTED SITES

11.1 The Provider shall maintain or procure the maintenance of the Plant and Apparatus comprising each Contracted Site or each Sub-Site (as the case may be) to such a standard that the Provider can meet its obligations to provide Demand Turn Up in accordance with the terms of the Agreement.

11.2 If a Contracted Site, or any part thereof becomes a BM Unit (or part of a BM Unit) then this Agreement shall automatically terminate in respect of that Contracted Site(s) from the date the that Contracted Site(s) becomes a BM Unit (or part of a BM Unit) and Sub-Clause 20.3 shall apply.

11.3 If a Sub-Site(s) forming part of an Aggregated Site becomes a BM Unit (or part of a BM Unit) and if the Provider fails to appropriately allocate or re-allocate a Sub-Site(s) that is not a BM Unit (or part of a BM Unit) to that Aggregated Site within [ ] days of becoming a BM Unit (or part of a BM Unit), this Agreement shall automatically terminate in respect of that Aggregated Site and Sub-Clause 20.3 shall apply.

12. WARRANTY AND INDEMNITY
12.1 Each Party warrants and represents that it has full capacity and authority to enter into and perform this Agreement and that those signing this Agreement are duly authorised to bind the Party for whom they sign.

12.2 The Provider hereby warrants to National Grid that to the best of its knowledge and belief the entering into of this Agreement and the provision by it of Demand Turn Up does not and will not cause the Provider:-

12.2.1 to be in breach of its duties (if any) under Section 9 of the Act;
12.2.2 to be in breach of the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) or of any regulations made under Section 29 of the Act or of any other enactment relating to safety or standards applicable in respect of the business of the Provider or any Site Operator;
12.2.3 to be in breach of any provisions of the Distribution Code of its host Public Distribution System Operator or make its compliance with any provision of the Distribution Code impossible;
12.2.4 to be in breach of any agreement for the acceptance of electricity into a User System or any Connection Agreement;
12.2.5 to be in breach of any restrictions and conditions attaching to relevant authorisations of the Environment Agency; or
12.2.6 to be in material breach of any other agreement or arrangement of whatever nature with any other person which could or may affect the performance of its obligations under this Agreement.

12.3 For the purposes of Clause 12.2, the Provider’s “knowledge and belief” shall be deemed to include the knowledge of the directors of the Provider as at the date of this Agreement.

12.4 The Provider shall, subject to clause 18, indemnify National Grid against all and any claims which are brought against National Grid at any time by any other person connected to or using a User System or the Authority or the owner or operator of any other User System or any customer or other person connected to or using such other User System or any other person whatever arising out of or resulting from any breach of Clause 12.2.

12.5 The provisions of this Clause 12 shall survive termination of this Agreement.

13. **PROVISION OF OTHER SERVICES**

13.1 The Provider hereby warrants to National Grid that, on the date of entering into the Agreement, it is not a party to an agreement or arrangement with its host Public Distribution System Operator or electricity supplier or other person to provide any service from the relevant Contracted Site(s) and/or Aggregated Site(s) the provision of which impairs the Provider’s ability to make available and/or provide Demand Turn Up during the Service Periods and that, subject always to Clause 13.2, it will indemnify National Grid
against any losses, liabilities, claims, expenses and demands which National Grid suffers as a direct result of a breach by the Provider of the provisions of this Clause 13.1. Notwithstanding such warranty where any agreement or arrangement results during the Service Term in the impairment of the ability of the Provider to provide the Demand Turn Up Service during any Service Period, then the Provider undertakes to reimburse to National Grid all and any losses, liabilities, claims, expenses and demands reasonably incurred or suffered by National Grid as a result of the Provider's inability to provide Demand Turn Up.

13.2 The amount or amounts for which the Provider may be liable to National Grid pursuant to Clause 13.1 shall not exceed the sum of [ ] and shall be subject to such limitations set out in Clause 18.

13.3 Where during the Service Term the Provider intends to enter into an agreement or arrangement with its host Public Distribution System Operator or electricity supplier or other third party to provide any service from the Contracted Site(s) and/or Aggregated Site(s) or to utilise the related connection assets as identified in the Connection Agreement(s) for the Contracted Site(s) and/or Aggregated Site(s) during the Service Periods the provision or use of which, in either case, impairs the Provider's ability to provide Demand Turn Up, the Provider shall notify National Grid as soon as reasonably practicable before entering into such agreement or arrangement. Upon and with effect from the entering into of any such agreement or arrangement, National Grid shall have the right to terminate the Agreement forthwith.

13.4 For the avoidance of doubt, the availability in any Settlement Period of a decrease in exports or increase in imports of Active Power from the Contracted Site(s) and/or Aggregated Site(s) or any part thereof for the benefit of any third party (including without limitation the Provider's host Public Distribution System Operator or electricity supplier) shall be deemed for the purposes of Clauses 13.1 and 13.2 to impair the Provider's ability to provide Demand Turn Up.

14. TESTING

14.1 Where the Provider is determined by National Grid to have failed to provide Demand Turn Up from a Contracted Site(s) and/or Aggregated Site(s) in accordance with Clauses 6 and 7, National Grid shall notify the Provider of such failure (hereinafter referred to as a “Delivery Failure”) as soon as reasonably practicable thereafter and the Provider shall, for the purposes of Clause [ ], be deemed not to have made the Demand Turn up Service available from the Contracted Site(s) and/or Aggregated Site(s) with effect from the time at which the Delivery Failure occurred until such time as the Provider shall be deemed to have restored the availability of the Contracted Site(s) and/or Aggregated Site(s) in accordance with the following provisions:-
14.1.1 At any time during the period of fourteen Days after such notification by National Grid ("the Permitted Test Period"), National Grid may in any Service Period issue a Utilisation Instruction in respect of the Contracted Site(s) and/or the Aggregated Site(s) in accordance with Clause 6 ("a Reproving Test") in order to verify the availability of Demand Turn Up Service from the Contracted Site(s) and/or Aggregated Site(s).

14.1.2 If either:-

(i) National Grid fails to carry out a Reproving Test during the Permitted Test Period in accordance with Clause 14.1.1; or

(ii) the Provider passes a Reproving Test carried out during the Permitted Test Period in accordance with Clause 14.1.1,

then the availability of the provision of Demand Turn Up Service from the Contracted Site(s) and/or Aggregated Site(s) shall be deemed to have been restored with effect from the commencement of the first Service Period in which the Delivery Failure occurred.

14.1.3 If the Provider fails a Reproving Test carried out during the Permitted Test Period in accordance with Clause 14.1.1, then:-

(i) National Grid shall notify the Provider thereof as soon as reasonably practicable thereafter; and

(ii) Clauses 14.1.1 and 14.1.2 shall apply (except that the Permitted Test Period shall constitute the period of fourteen Days after the date of the failed Reproving Test and availability of Reserve shall be deemed to have been restored with effect from the commencement of the first Service Period after the Service Period in which the failed Reproving Test took place); and

(iii) Clause 18 shall apply.

14.1.4 For the purposes of this Clause 14.1, a Reproving Test shall be passed if, in respect of the relevant Contracted Site(s) and/or Aggregated Site(s), the Provider complies in all respects with Clauses 6 and 7 and failure of a Reproving Test shall be construed accordingly.

14.2 Notwithstanding Clause 14.1 above, National Grid may at its sole discretion, upon 48 hours written notice to the Provider, conduct such tests of the Plant and Apparatus comprising the Contracted Site(s) and/or Aggregated Site(s) as it deems necessary during any Service Period in respect of which the Provider has not indicated that the Demand Turn Up Service is unavailable. In conducting such test, National Grid may issue a Utilisation Instruction.

14.3 No Utilisation Payment shall be paid by National Grid in respect of any Demand Turn Up provided by the Provider during a test conducted pursuant to Clause 12.2.

15. MONITORING AND METERING
The availability of the Demand Turn Up Service and the amount of Demand Turn Up delivered from a Contracted Site(s) and/or Aggregated Site(s) shall be monitored and inspected by National Grid from time to time.

Without prejudice to the generality of Sub-Clause 15.1, National Grid shall assess the availability of the Demand Turn Up Service, and the amount of Demand Turn Up delivered, from the Contracted Site(s) and/or Aggregated Site(s) by reference to a Performance Report in the agreed form which the Provider shall prepare and submit to National Grid as soon as reasonably practicable following expiry of [the calendar month in question] (but in any event no later than the tenth Business Day of the following [calendar month]).

Without prejudice to the generality of Sub-Clauses 15.1 and 15.2, for the purposes of monitoring the amount of Demand Turn Up delivered from the Contracted Site(s) and/or Aggregated Site(s) and the accuracy of the Performance Report, National Grid shall be entitled to review data provided to it by third parties.

NOTICES

For the purposes of this Agreement, and subject to Clause 16.2, unless and until otherwise notified by the relevant Party to the any notice or other communication to be given by National Grid or the Provider to the other under, or in connection with matters contemplated by, this Agreement shall be sent to the following address and/or facsimile number and marked for the attention of the person named below:

National Grid: National Grid Electricity Transmission plc
System Operation
National Grid House
Warwick Technology Park
Gallows Hill
Warwick CV34 6DA
Facsimile number: 01926 655630
For the attention of: The Company Secretary
Copy to: The Head of Commercial Operations
Facsimile number: 01926 656613

Provider: [ ]
Facsimile number: [FACSIMILE NUMBER]
For the attention of: [NAME OF INDIVIDUAL]
14.2 Communications in respect of operational matters shall be notified to the **Provider** by telephone or fax as follows:

**Provider:**
- Operational telephone contact number: [   ]
- Operational facsimile number: [   ]
- Operational contact: [   ]

17. **EMR**

17.1 Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in this **Agreement**, the **Provider** consents to **National Grid** and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with this **Agreement** for the purpose of carrying out its **EMR Functions**.

17.2 The provisions relating to the resolution of disputes set out in this **Agreement** (if any) are subject to any contrary provision of an **EMR Document**.

17.3 Where for the purposes of this provision only:
- “**AF Rules**” has the meaning given to “allocation framework” in section 13(2) of the Energy Act 2013;
- “**Capacity Market Rules**” means the rules made under section 34 of the Energy Act 2013 as modified from time to time in accordance with that section and The Electricity Capacity Regulations 2014;
- “**EMR Document**” means The Energy Act 2013, The Electricity Capacity Regulations 2014, the Capacity Market Rules, The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Definition of Eligible Generator) Regulations 2014, The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, The Electricity Market Reform (General) Regulations 2014, the AF Rules and any other regulations or instruments made under Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 which are in force from time to time; and
- “**EMR Functions**” has the meaning given to “EMR functions” in Chapter 5 of Part 2 of the Energy Act 2013.
18.1 Subject to Clause 18.2 and save where any provision of this Agreement provides for an indemnity, the Parties acknowledge and agree that neither Party (the “Party Liable”) nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

18.1.1 physical damage to the property of the other Party, its officers, employees or agents; and/or

18.1.2 the liability of such other Party to any other person for loss in respect of physical damage to the property of any person subject, for the avoidance of doubt, to the requirement that the amount of such liability claimed by such other Party should be mitigated in accordance with general law,

and provided further that the liability of either Party in respect of all claims for such loss shall not exceed five hundred thousand pounds sterling (£500,000) per incident or series of related incidents.

18.2 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents, and the Party Liable shall indemnify and keep indemnified the other Party, its officers, employees and agents from and against all such and any loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or its officers, employees or agents.

18.3 Subject to Clause 18.2, and save where any provision of this Agreement provides for an indemnity, neither the Party Liable nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

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

18.3.2 any indirect or consequential loss; or

18.3.3 loss resulting from the liability of the other Party to any other person howsoever and whensoever arising save as provided in Clauses 18.1.2 and 18.2.

18.4 Each Party acknowledges and agrees that the other Party holds the benefit of Clauses 18.1, 18.2 and 18.3 for itself and as trustee and agent for its officers, employees and agents.

18.5 For the avoidance of doubt, nothing in this Clause 18 shall prevent or restrict either Party from enforcing any obligations (including suing for a debt) owed to it under or pursuant to this Agreement.

19. CONFIDENTIALITY AND ANNOUNCEMENTS
19.1 Subject to Clause 19.2, and to the extent otherwise expressly permitted by this Agreement, neither Party shall, at any time, whether before or after the expiry or earlier termination of this Agreement, without the prior written consent of the other Party, divulge or permit its officers, employees, agents or contractors to divulge to any person or permit use by any person (other than disclosure to or use by officers or employees to the extent that reasonably required to enable such persons to carry out their duties in connection with this Agreement) of:

19.1.1 any of the contents of this Agreement; or
19.1.2 any commercially confidential information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party received in relation to this Agreement.

19.2 Each Party undertakes to use information referred to in Clause 19.1.1 and disclosed to it by the other Party solely for the purposes of this Agreement and shall not use it for any other purpose.

19.3 The restrictions imposed by Clause 19.1 shall not apply to the disclosure of any information:

19.3.1 which is in or becomes part of the public domain otherwise than as a result of a breach of a Clause 12.1, or which either Party can show was in its written records prior to the date of disclosure of the same by the other Party, or which it received from a third party independently entitled to disclose it;
19.3.2 which is required by law or regulatory authority to be disclosed;
19.3.3 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing Party is a party;
19.3.4 in accordance with the provisions of the Balancing and Settlement Code or pursuant to any licence of the Party concerned;
19.3.5 to any parent, subsidiary or fellow subsidiary undertaking on a "need to know" basis only (having the meanings provided in sections 1159, 1161 and 1162 of the Companies Act 2006);
19.3.6 required or expressly permitted to be disclosed under the terms of this Agreement or any other agreement or arrangement to which the Parties have agreed to be bound.

19.4 Subject to Clause 19.3.2 and Clause 19.3.3, neither Party shall make or cause to be made any public announcement or statement regarding the award, signature, performance or termination of this Agreement unless, before it is made, the other Party has been furnished with a copy of the announcement or statement and has approved it (such approval not to be unreasonably withheld or delayed).

19.5 Neither Party shall be prohibited from issuing or making any such public announcement or statement to the extent expressly permitted or otherwise contemplated by this Agreement or if it is necessary to do so in order to comply with any applicable law or the regulations of any
recognised stock exchange upon which the share capital of such Party is from time to time listed or dealt in.

19.6 Without limiting Clause 19.3.2, and for the purposes of any or all of the statements published from time to time pursuant to Standard Condition C16 of the Transmission Licence, National Grid may publish in such manner or form as it thinks fit details of this Agreement, Instructions and payments made to the Provider from time to time under this Agreement.

20. **TERMINATION**

20.1 National Grid shall have the right to terminate this Agreement forthwith on written notice to the Provider:
   - 20.1.1 where 3 or more Events of Default have occurred;
   - 20.1.2 following any breach of any warranty and/or representation under Clauses 12.2, or the occurrence of any other material breach by the Provider of its obligations hereunder; or
   - 20.1.3 following the occurrence of an Insolvency Event in relation to the Provider.

20.2 The Provider shall have the right to terminate this Agreement:
   - 20.2.1 forthwith on notice in writing to National Grid following the occurrence of a material breach by National Grid of its obligations hereunder; or
   - 20.2.2 forthwith on notice in writing to National Grid following the occurrence of an Insolvency Event in relation to National Grid.

20.3 Notwithstanding any other provision of this Agreement, the provisions of Clauses 8, 12, 18, 19 and 25 shall continue to bind the Parties after termination of this Agreement, for whatever reason. Termination of this Agreement shall not affect any accrued rights or liability of either Party nor the coming into effect or continuance of any provision thereof which is expressly or by implication intended to come into force or effect after such termination.

21. **FORCE MAJEURE**

21.1 In so far as either Party (the “Affected Party”) is prevented from performing any of its obligations under this Agreement due to an event or circumstance of Force Majeure, then, subject to compliance in full with the requirements of this Clause 21, the Affected Party shall be relieved from such obligations for so long as and to the extent that the event or circumstance of Force Majeure continues to prevent such performance.

21.2 The Affected Party shall notify the other Party in writing immediately upon becoming aware of an event or circumstance of Force Majeure, describing the Force Majeure (including, without limitation, the nature of the occurrence and its expected duration) and the obligations
which it is prevented from performing and shall continue to furnish regular reports with respect thereto to the other Party during the period of Force Majeure.

21.3 The Affected Party shall take, at its own cost, all steps reasonably required to remedy the effects of the Force Majeure and restore its performance of its obligations in full.

21.4 For the avoidance of doubt the non-performance of either Party’s obligations pursuant to this Agreement arising prior to the event or circumstance of Force Majeure, shall not be excused as a result of the event or circumstance of Force Majeure.

21.5 Either Party shall have a right to terminate this Agreement if the Affected Party has been prevented from performing its obligations due to an event or circumstance of Force Majeure for a continuous period of [ ] or more.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

22.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including non-contractual disputes or claims) and the Parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate form.

23. ASSIGNMENT

23.1 This Agreement is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

24. THIRD PARTY RIGHTS

24.1 The Parties acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers of benefits are or shall be conferred on any person pursuant to this Agreement save as expressly provided in this Agreement.

25. ANTI-BRIBERY

25.1 Each Party shall:
25.1.1 comply with all Anti-Bribery Laws;
25.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

25.1.3 have and shall maintain in place, throughout the Service Term, its own policies and procedures, including Adequate Procedures, to ensure compliance with the Anti-Bribery Laws and this Clause 25, and will enforce them where appropriate; and

25.1.4 procure and ensure that all of its Associated Persons and/or other persons who are performing services in connection with this Agreement comply with this Clause 25.

25.2 If either Party breaches this Clause 25 then, without prejudice to any other rights or remedies, the other Party may immediately terminate this Agreement on written notice to the Party in breach.

26. WAIVER

26.1 No failure or delay by either Party to exercise any right, power or remedy under this Agreement (including a partial exercise) will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

27. SEVERANCE OF TERMS

27.1 If any provision of this Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Communities or by order of the Secretary of State, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

28. ENTIRE AGREEMENT

28.1 This Agreement contains or expressly refer to the entire agreement between the Parties with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom. Each of the Parties acknowledges and confirms that it has not, in entering into this Agreement, relied on any representation, warranty or other undertaking not fully reflected in the terms of this Agreement.

29. VARIATIONS

No variation to this Agreement shall be effective unless made in writing and signed by or on behalf of both National Grid and the Provider.
30. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute one and the same agreement.
IN WITNESS WHEREOF the hands of the duly authorised representatives of the Parties hereto at the date first above written

SIGNED BY
for and on behalf of
NATIONAL GRID ELECTRICITY TRANSMISSION PLC

SIGNED BY
for and on behalf of
[PROVIDER]
APPENDIX 1
DEFINITIONS

“Act” means the Electricity Act 1989;

“Active Power” means the product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e.

- 1000 Watts = 1 kW
- 1000 kW = 1 MW
- 1000 MW = 1 GW
- 1000 GW = 1 TW;

“Adequate Procedures” shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);

“Affected Party” has the meaning set out in Clause 21.1;

“Aggregated Site” shall have the meaning given in Sub-Clause 3.1 and shall be an Aggregated Site specified in Part 2 of Appendix 5;

“Agreed Methodology” means the methodology agreed between the Parties to achieve the Demand Turn Up for following a Utilisation Instruction, as more particularly set out in Appendix 3;

“Allocated” means, with respect to a Sub-Site, allocated at the relevant time to an Aggregated Site in accordance with the provisions of Clause 4, and “Unallocated” shall be construed accordingly;

“Allocation Notification” shall have the meaning given in Sub-Clause 4.4;

“Ancillary Services” means System Ancillary Services and/or Commercial Ancillary Services, as the case may be;

“Anti-Bribery Laws” shall mean all applicable laws, statutes, regulations, and codes of mandatory application relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

“Apparatus” means all equipment in which electrical conductors are used, supported or of which they may form part of;

“Associated Persons” has the meaning ascribed to it in section 8 of the Bribery Act 2010 and shall include but is not limited to any employees,
agents and/or subcontractors of the Generator or National Grid as applicable in relation to the provision of the Commercial Ancillary Services;

“Available MW” in relation to each Service Period, means the level of MW the Provider has indicated as being available for that Service Period for the provision of Demand Turn Up, being a value in the range between 0 MW and the Contracted MW;

“Business Day” means a Day other than a Saturday and a Sunday and other than Days on which banks are closed for domestic business in the City of London and “Business Days” shall be interpreted accordingly;

“Commercial Ancillary Services” means Ancillary Services other than System Ancillary Services;

“Contracted MW” means the maximum quantity of Demand Turn Up specified in Appendix 2;

“Contracted Site” means, in respect of the provision of Demand Turn Up, each site specified in Appendix 4;

“Control Point” means, in respect of a Contracted Site, the single point of contact for the purposes of receiving Utilisation Instructions as set out in Clause 16.2 or as otherwise notified by the Provider to National Grid from time to time;

“Day” means a calendar day and “Days” shall be interpreted accordingly;

“Day Service Period” means the period commencing at 13:00 hours on a Day and ending at 16:00 hours on the same Day during the Service Term provided that the Day Service Period shall only apply on Days which are not Business Days;

“Declaration” has the meaning set out in Clause 6.2;

“Demand Turn Up” means, in relation to a Contracted Site, the increase in import or reduction in export of Active Power (expressed in MW) specified in a Utilisation Instruction and provided in accordance with the Agreed Methodology;

“Demand Turn Up Service” means the provision of Demand Turn Up procured as part of National Grid’s balancing services activity (as such term
“Distribution Code” means the Distribution Code(s) drawn up by Public Distribution System Operator pursuant to the terms of their respective Licence(s) as from time to time revised in accordance with those Licences;

“Event of Default” has the meaning set out in Clause 9;

“Force Majeure” for the purposes of Clause 21 means, in relation to either Party, any event or circumstances which is beyond the reasonable control of such Party (not being, without limitation an event or circumstance caused by the negligence or lack of care and attention of that Party or its officers or employees) but subject thereto including act of God, strike lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, government restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 33, 34 and 35 of the Act);

“Grid Code” means the Grid Code drawn up pursuant to the Transmission Licence as from time to time revised in accordance with the Transmission Licence (and references in this Agreement to any specific provision or part of the Grid Code shall be construed as references to such provision or part as from time to time amended);

“Insolvency Event” shall include, but is not limited to, any of the following events occurring:

(a) an order of the High Court is made or an effective resolution passed for its insolvent winding-up or dissolution; or

(b) a receiver (which expression shall include an administrative receiver within the meaning of section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or
undertaking is appointed; or

(c) an administration order under section 8 of the Insolvency Act 1986 is made or any other steps are taken to appoint an administrator or if a voluntary arrangement is proposed under section 1 of that Act; or

(d) it 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);

(e) it is unable to pay its debts (within the meaning of section 123(1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for £750.00 there was inserted £250,000 (and a Party shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures);

“Instructed MW” has the meaning set out in Sub-Clause 5.1.1;

“Licence” means any one or more as appropriate of the Licences granted pursuant to section 6 of the Act;

“Maximum Utilisation Period” means the maximum duration of Demand Turn Up specified in Appendix 2;

“Minimum Utilisation Period” means the minimum duration of Demand Turn Up specified in Appendix 2;

“Monthly Statement” has the meaning set out in Clause 0;

“National Electricity Transmission System” has the meaning attributed to it in the Grid Code;

“Overnight Service Period” means the period commencing at 23:30 hours on a Day and ending at 08.30 hours on the following Day during the months of May and September 2015, and the period commencing at 23:30 hours on a Day and ending at 09:00 on the following Day during the months of June, July and August 2015;

“Party Liable” has the meaning given in Clause 18.1;
“Performance Report” means a report on the availability of the Demand Turn Up Service and the delivery of Demand Turn Up from a Contracted Site or a report on the availability of the Demand Turn Up Service and the delivery of the Demand Turn Up from an Aggregated Site (as the case may be), prepared by the Provider and submitted to National Grid in accordance with Sub-Clause 15.2;

“Permitted Test Period” has the meaning set out in Clause 14.1.1

“Plant” means fixed and moveable items used in the generation and/or supply and/or transmission and/or distribution of electricity other than Apparatus;

“Public Distribution System Operator” means a holder of a Distribution Licence who was the holder, or is a successor to a company which was the holder of a Public Electricity Supply Licence relating to distribution activities in Great Britain on the 00.01 on the 18 September 2001;

“Reproving Test” has the meaning set out in Clause 14.1.1;

“Service Period” means the Overnight Service Period and/or the Day Service Period [or any part as may be specified in a Utilisation Instruction];

“Service Term” has the meaning set out in Clause 2;

“Settlement Period” means a period of 30 minutes ending on the hour or half hour in each hour during a Day;

“Sub-Sites” has the meaning set out in Sub-Clause 4.1;

“Transmission Licence” means the licence granted to National Grid under section 6(1)(b) of the Act;

“User System” means any System owned or operated by a User comprising:-

(a) Generating Units; and/or

(b) Distribution Systems (and/or other systems consisting (wholly or mainly) of electrical lines which are owned or operated by a person other than a Public Distribution System Operator;

and Plant and/or Apparatus connecting:

(c) Generating Units and/or Distribution Systems
(and/or other systems consisting (wholly or mainly) of electric lines which are owned or operated by a person other than a Public Distribution System Operator); or

(d) non-embedded customers;

to the National Electricity Transmission System or to the relevant other User System, as the case may be, including any Remote Transmission Assets operated by such User or other person and any Plant and/or Apparatus and meters owned or operated by the User or other person in connection with the distribution of electricity but does not include any part of the National Grid Transmission System; and

“Utilisation Instruction” has the meaning given to that term in Clause 7.1.
APPENDIX 2
CONTRACT PARAMETERS

Contracted Site(s)/Aggregated Site(s): [Site ID]

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
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<tbody>
<tr>
<td>Availability Fee</td>
<td>[1.50 £/MWh](^2)</td>
</tr>
<tr>
<td>Utilisation Fee</td>
<td>[60]/[75]/[x, being a fee higher than 75]£/MWh</td>
</tr>
<tr>
<td>Contracted MW for</td>
<td>[ ] MW</td>
</tr>
<tr>
<td>Minimum Utilisation Period</td>
<td>[1] hour</td>
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<tr>
<td>Maximum Utilisation Period</td>
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</tr>
<tr>
<td>Response Time</td>
<td>[ ] minutes</td>
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<tr>
<td>Type of DSR</td>
<td></td>
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</tbody>
</table>

\(^2\) No Availability Fee is payable where the Utilisation Fee is above £75/MWh
APPENDIX 3
CALCULATION OF PAYMENTS

Part 1 – Availability Payment

The Availability Payment for month m (APₘ) shall be calculated as follows:

\[ APₘ = \sum s \sum i AC * AF/2 \]

Where:

\[ \sum s \] is the summation for all Contracted Sites s;
\[ \sum i \] is the summation for each Settlement Period i in a Service Period during month m in which the Demand Turn Up Service was available;

AC is the available Demand Turn Up (expressed in MW) as declared or deemed to be declared by the Provider in accordance with Clause [6.2 and Clause 7.2] save to the extent that the provider is in default as described in Clause [9.1]; and

AF is the Availability Fee (as specified in Appendix 2).

Part 2 – Utilisation Payment

The Utilisation Payment for month m (UPₘ) shall be calculated as follows:

\[ UPₘ = \sum s \sum i AUᵢ * UF/2 \]

Where:

\[ \sum s \] is the summation for all Contracted Sites s;
\[ \sum i \] is the summation for each Settlement Period i in a Service Period during in month m that was the subject of a Utilisation Instruction;

AUᵢ is the Demand Turn Up (expressed in MWh) achieved in response to, and to the extent consistent with, a Utilisation Instruction in relation to Settlement Period i, as calculated [ ]; and

UF is the Utilisation Fee (as specified in Appendix 2).
## APPENDIX 4

<table>
<thead>
<tr>
<th>CONTRACTED SITE(S)</th>
<th>Location</th>
<th>Nearest GSP</th>
<th>Capacity</th>
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<tr>
<td>Site ID</td>
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APPENDIX 5
SUB-SITES AND AGGREGATED SITES

Part 1 – Sub-Sites

<table>
<thead>
<tr>
<th>Sub-Site ID</th>
<th>Location</th>
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<th>Capacity</th>
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Part 2 – Aggregated Site(s)

<table>
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<th>SITE ID</th>
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Aggregated Sites
[   ]
[   ]
[   ]