



FLEXIBILITY SERVICES STANDARD AGREEMENT

THIS AGREEMENT is made on _____

BETWEEN:

(1) **Southern Electric Power Distribution Plc** a company incorporated in England and Wales (registered number 04094290) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH and **Scottish Hydro Electric Power Distribution Plc** a company incorporated in Scotland (registered number SC213460) whose registered office is at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ (together the “**Company**”); and

(2) **Company Name:**

A company incorporated in:

Registered number:

whose registered office is at:

(the “**Provider**”),

(together the “**Parties**” and each a “**Party**”).

RECITALS:

- (1) The Company, as owner and operator of the local Network, requires the provision of Flexibility Services (as hereinafter defined) to aid the management and operation of its Network. The Company wishes to contract with providers and/or operators of suitable assets for the provision of such Flexibility Services.
- (2) The Provider is the owner and/or operator of assets, or has entered into arrangements for rights in respect of third party owned assets that have the capability to provide Flexibility Services and wishes to make available each Accessible Site for the provision of such Flexibility Services, for example through aggregated or individual assets. The Company will pay the Provider for these Flexibility Services in accordance with this Agreement.
- (3) The Company wishes to appoint the Provider to provide the Flexibility Services and the Provider has agreed to provide the Flexibility Services to the Company, on and subject to the terms and conditions contained herein.

IT IS AGREED:

Contract Number:	
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Commencement and Expiry Dates

This Overarching Agreement shall commence on the Commencement Date and subject to earlier termination, shall continue until the Expiry Date.

This Overarching Agreement shall terminate automatically on the Expiry Date without notice.

Contract dates:

Parameter	Definition	Details
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Commencement Date	Date this Agreement commences	
Expiry Date	Date this Agreement expires	The date 8 years after the Commencement Date

Senior Representatives

Party	Name	Contact Email
The Company	Flexible Solutions Team	FlexibleServices@sse.com
The Provider		

GLOSSARY AND INTERPRETATION

1. Introduction

- 1.1 The Glossary and Rules of Interpretation shall apply to any document published or to be published by the Company which states (howsoever expressed) that it is governed by or subject to this Glossary and Rules of Interpretation (see definition of Associated Document).
- 1.2 Any capitalised term used in the Glossary and Rules of Interpretation shall have the meaning given to it (if any) in the Glossary and Service Glossary as applicable.
- 1.3 The Company may update any of the Glossary and Rules of Interpretation, General Terms and Conditions, Service Glossary, Service Terms, Annexes, Forms and Templates, and other Associated Documents from time to time by publication of an updated version of the relevant document on its website, and each such updated version shall be effective from the date shown on its front cover provided always that, except with the consent of the Provider in writing (which shall include by approved electronic means to the extent permitted by the Service Terms), any updated version shall not apply to (i) any Agreement already in force or (ii) to any Service Terms already applying to Flexibility Services currently being provided at the time of publication.

2. Rules of Interpretation

- 2.1 Unless the context otherwise requires:
 - 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 reference to a gender includes the other gender and the neuter;
 - 2.1.3 references to an act of Parliament, statutory provision or statutory instrument include a reference to that act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
 - 2.1.4 words denoting persons shall include any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality; and



2.1.5 references to a company shall include a corporation or other body corporate and body corporate shall have the meaning given in section 1173 of the Companies Act 2006.

2.2 A table of contents and headings are for convenience only and shall be ignored in construing the terms of the Agreement.

2.3 Any reference to the words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.4 If a term or expression is defined within the Service Terms or Annexes relating to a particular service, the defined term or expression within the Service Terms or Annexes shall apply to the relevant service.

2.5 All references in an Associated Document, General Terms and Conditions, and Glossary to a particular paragraph or Annex shall be a reference to that paragraph or Annex in or to that Associated Document.

Priority of documents

2.6 If there is any conflict between the provisions of any of the documents comprising the Agreement, then the following order of priority between the documents shall apply:

2.6.1 Associated Documents; and

2.6.2 General Terms and Conditions and Glossary.

3. Glossary

In the Agreement, unless superseded by additional terms placed within the Service Glossary or Annexes or the context otherwise requires, the following expressions shall have the meaning set out below:

“Accessible Site”	a Site that is not a domestic site;
“Affiliate”	any holding company or subsidiary company of a Party, or any company which is a subsidiary of such holding company and “holding company” and “subsidiary” have the meanings given in section 1159 of the Companies Act 2006;
“Agreement”	the General Terms and Conditions, the Glossary, the Service Terms and Service Glossary, the Annexes, the Forms and Templates;
“Annexes”	the annexes appended to the General Terms and Conditions;
“Apparatus”	all equipment in which electrical conductors are used, supported or of which they may form a part;
“Applicable Law”	any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or Industry Code, rule of court or directives or requirements of any regulatory body (including any health, safety and environmental legislation and approved codes of practice);
“Associated Document”	any document published or to be published by the Company which states (howsoever expressed) that it is governed by or subject to this Glossary and Rules of Interpretation in Part 2 above, which includes but is not limited to the Service Terms, Service Glossary, Annexes and Forms and Templates.



“Authority”	the Gas and Electricity Markets Authority;
“Availability” or “Available”	means that the Flexibility Services, in accordance with the Service Requirements and the Utilisation Instruction, and where applicable, are available to be delivered to the Company for the duration of the Service Window;
“Availability Payment”	has the meaning given to it in the Service Terms;
“Balancing Services Activity”	has the meaning attributed to it in the ESO’s Transmission Licence;
“BSC”	means the balancing and settlement code as administered by Elexon;
“Business Day”	any Day other than a Saturday or Sunday or a bank holiday, in England and Wales where the Company is located in England and Wales and in the City of Edinburgh where the Company is located in Scotland;
“Business Hours”	between 9:00 am and 5:00 pm on a Business Day;
“Change in Ownership”	means: a) any sale, transfer or disposal of any legal, beneficial or equitable interest in fifty per cent (50%) or more of the shares in the Provider (including the control over the exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends); and/or b) any other arrangements that have or may have or which result in the same effect as sub-clause a) above;
“Charge(s)”	as applicable, the Availability Payments and the Utilisation Payments;
“CMZ”	constraint managed zone;
“Confidential Information”	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and/or suppliers of a Party (and/or any its Affiliates) together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;
“Connection Agreement”	an agreement governing the terms of connection of any Plant or Apparatus to, and/or any agreement for the supply of electricity to the Plant or Apparatus or for the acceptance of electricity into, and its delivery from, the Company’s Distribution System or Transmission System (as the case may be);
“Connection and Use of System Code” or “CUSC”	the Connection and Use of System Code designated by the Secretary of State for Energy Security and Net Zero (DESNZ) as from time to time modified;
“Contract Award”	the execution and award by the Company of a contract for the provision of Flexibility Services by the Provider;



“Contract Data”	all data other than Performance Data associated with the Agreement;
“Data Protection Law”	any Applicable Law relating to the processing, privacy, and use of Personal Data, as applicable to the Company, the Provider and/or the Flexibility Services, including in the UK: (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any current laws or regulations implementing Council Directive 2002/58/EC; and/or (ii) the General Data Protection Regulation (EU) 2016/679 (“GDPR”) as retained in the laws of the United Kingdom by the European Union (Withdrawal) Act 2018, and/or any corresponding or equivalent national laws or regulations, once in force and applicable, including the Data Protection Act 2018, and includes any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority;
“Day”	a calendar day;
“DCUSA”	means the Distribution Connection and Use of System Agreement entered into by the DCUSA Parties (which includes the Company) and DCUSA Limited;
“Defaulting Party”	has the meaning given in paragraph 7.1 of the General Terms and Conditions;
“Defect”	an issue that may arise with the DER equipment, metering or the communication interface between the Company and Provider which results in non-delivery of Flexibility Services or a misinformed delivery of Flexibility Services;
“Development Plan”	the defined schedule of design, build and commissioning in respect of a DER project in development;
“Distributed Energy Resources” or “DER”	the electricity generators, electricity storage or electrical loads (both in respect of domestic and non-domestic assets and including, but not limited to, electric vehicle charge points), and other Site equipment, machinery, Apparatus, materials and other items used for the provision of the Flexibility Services as described in the Service Terms;
“Distribution Code”	the Distribution Code of Licensed Distribution Network Operators of Great Britain;
“Distribution Licence”	a licence issued under section 6(1)(c) of the Electricity Act 1989;
“Distribution Limit”	£200,000 (two hundred thousand pounds sterling) or such other amount as may be stated in the Service Terms;
“Distribution System”	a distribution network owned and/or operated by the holder of a Distribution Licence;
“ESO”	means National Grid Electricity System Operator Limited (company number: 11014226) (and any successor to its role);
“Expert”	an independent expert appointed for the purposes of expert determination;



“Flexibility Services”	means, as more particularly described in the Service Terms, the services to be provided by the Provider to the Company under and in accordance with this Agreement which give the Company the ability to manage the load at a specific point of the Network at certain points in time;
“Force Majeure Event”	any event or circumstance which is beyond either the Company’s or the Provider’s (as the case may be) reasonable control or its employees and which results in or causes its failure to perform any of its obligations under the Agreement, provided that: (a) lack of funds; or (b) any failure or fault in the DER, including insufficient fuel, shall not constitute a Force Majeure Event;
“Forms and Templates”	where applicable, the relevant forms and templates associated with the onboarding, procurement, contract award or operation of Flexibility Services;
“Fuel Security Code”	means the document of that title designated as such by the Secretary of State for Energy Security and Net Zero as may be amended from time to time;
“General Terms and Conditions”	the general terms and conditions applicable to the provision of Flexibility Services to be provided under the Agreement;
“Glossary”	this glossary of terms and interpretation, as applicable to the Agreement;
“Good Industry Practice”	the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking and carrying out services of similar nature, scope and complexity as the Flexibility Services, under the same or similar circumstances or the standard which would reasonably and ordinarily be expected from systems used by a skilled and experienced operator engaged in the same type of undertaking and carrying out services of similar nature, scope and complexity as the Flexibility Services, under the same or similar circumstances;
“Grid Code”	the technical code for connection and development of the national electricity transmission system as amended from time to time (available at www.nationalgrid.com/uk/electricity/codes/grid-code/code-documents);
“GSP”	grid supply point;
“Industry Code”	the BSC, the CUSC, the Grid Code, Transmission Code, the Distribution Code, the DCUSA, the Smart Energy Code, the Retail Energy Code and the Fuel Security Code.
“Insolvency Event”	means any pre-insolvency, creditor protection, or insolvency related actions, events, processes or proceedings, whether in or out of court, including the following (and any proceedings or steps leading to any of the following): any form of bankruptcy, liquidation, administration, receivership, voluntary arrangement, scheme of arrangement, restructuring plan or other compromise or arrangement or scheme with creditors, moratorium, stay or limitation of creditors’ rights, interim or provisional supervision by a court or court appointee, winding up or



striking off, or any distress, execution, commercial rent arrears recovery or other process levied or exercised; or any similar actions, events, processes or proceedings in any jurisdiction outside England and Wales where the Company is located in England and Wales or alternatively Scotland where the Company is located in Scotland;

“Intellectual Property Rights”	all intellectual property, including patents, trade marks, service marks, domain names, business and trading names, styles, logos and get-ups, rights in goodwill, database rights and rights in data, rights in designs, copyrights and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all inventions, rights in know-how, trade secrets and Confidential Information lists and other proprietary knowledge and information and all rights under licences and consents in relation to any such rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world for their full term, including any renewals and extensions;
“Material Adverse Effect”	any event or circumstance which, in the opinion of the Company: a) is likely to materially and adversely affect the Provider’s ability to perform or otherwise comply with all or any of its obligations under this Agreement; or b) is likely to materially and adversely affect the business, operations, property, condition (financial or otherwise) or prospects of the Company;
“MPAN”	meter point administration number;
“MSID”	metering system identifier;
“Network”	the electricity network operated by the Company to which the DER is connected;
“Non-Terminating Party”	has the meaning given in paragraph 7.4 of the General Terms and Conditions;
“Party”	each of the Company and the Provider, together the “Parties” ;
“Performance Data”	such data relating to the performance of the Plant, Apparatus and related infrastructure as may be notified by the Company to the Provider or by the Provider to the Company from time to time;
“Personal Data”	has the meaning given to it in Data Protection Law1;
“Plant”	fixed and movable items used in the generation and/or supply and/or transmission and/or distribution of electricity other than Apparatus;
“Primacy Rules”	means the primacy rules defined by the Energy Networks Association (as may be updated from time to time);



“Retail Energy Code”	the retail energy code administered by the Retail Energy Code Company Ltd;
“Rules of Interpretation”	the rules of interpretation detailed at paragraph 2 above;
“Service Failure”	as defined in the Service Terms;
“Service Glossary”	any glossary of terms within the Service Terms as applicable to a particular Flexibility Service;
“Service Requirements”	the specification that the Flexibility Services must be capable of meeting, as defined in the Service Terms;
“Service Period”	As defined in the Service Terms;
“Service Terms”	the service terms applicable to the provision of Flexibility Services which form part of the Agreement;
“Service Window”	the time periods during the Service Period during which the Provider agrees to make Available, and provide in accordance with the Agreement, the Flexibility Services to the Company, as defined in the Service Terms (if applicable);
“Site”	means the site on which the DER is located;
“Smart Energy Code”	the smart energy code administered by the Smart Energy Administrator and Secretariat;
“Statutory Requirements”	the requirements placed on the Company and/or the Provider or affecting or governing the provision and/or use of the Flexibility Services by Applicable Law and/or the applicable Distribution Licence or Transmission Licence and/or a regulator and/or any relevant codes of practice issued by any government agency or body including in relation to health, safety and environmental matters;
“TCM”	transmission constraint management;
“Term”	the duration of the Agreement as specified by the Company in the Service Terms;
“Terminating Party”	has the meaning given in paragraph 7.1 of the General Terms and Conditions;
“Termination Notice”	has the meaning given in paragraph 7.4 of the General Terms and Conditions;
“Transmission Code”	the System Operator Transmission Owner Code as required by Transmission Licences granted under the Electricity Act 1989;
“Transmission Licence”	a licence issued under section 6(1)(b) of the Electricity Act 1989;
“Transmission Limit”	£500,000 (five hundred thousand pounds sterling) save as provided in the Service Terms;



“Transmission System”	the electricity transmission system, as defined in the Connection and Use of System Code;
“Unavailability” (or “Unavailable”)	the Flexibility Services, in accordance with the Service Requirements, are not Available to be delivered to the Company;
“Utilisation Instruction”	an instruction by the Company to the Provider to deliver Flexibility Services;
“Utilisation Payments”	has the meaning given to it in the Service Terms.



General Terms and Conditions

April 2024

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1. Introduction

- 1.1 These General Terms and Conditions shall apply to the provision of Flexibility Services by the Provider to the Company.
- 1.2 References to the “Agreement” in these General Terms and Conditions mean these General Terms and Conditions, the Glossary, the Service Terms and Service Glossary, the Annexes and where applicable, the Forms and Templates.

2. Scope of Flexibility Services

- 2.1 The Flexibility Services shall be performed in accordance with the Service Terms, these General Terms and Conditions and any other applicable Associated Documents.

3. Provider’s Obligations

- 3.1 The Provider will:
 - 3.1.1 ensure or procure the Availability of the DER and perform the Flexibility Services in compliance with the terms of the Agreement and all Applicable Laws, Statutory Requirements and Good Industry Practice;
 - 3.1.2 ensure that all technical, communication and data provision requirements set out in the Service Terms and Annexes are complied with at all times;
 - 3.1.3 act diligently and in good faith in all of its dealings with the Company;
 - 3.1.4 ensure that it is available on reasonable notice to provide such assistance or information as the Company may reasonably require in connection with the Flexibility Services;
 - 3.1.5 at the request of the Company, make available to the Company information in relation to the metering equipment at the DER;
 - 3.1.6 where reasonably required by the Company in order to inspect and test the DER, or to install, maintain, replace or remove communication equipment belonging to the Company in relation to the provision of Flexibility Services in accordance with the Agreement; grant access to a Site in accordance with paragraph 6.6 of the Service Terms;
 - 3.1.7 remedy any Defect of the Flexibility Services in accordance with Good Industry Practice and to the satisfaction of the Company;
 - 3.1.8 disclose the existence of any agreement or arrangement the Provider may have in respect of the DER that provides Flexibility Services under the Agreement that could reasonably impact Availability of the DER or the ability of the Provider to perform its obligations under the Agreement;
 - 3.1.9 use reasonable endeavours to ensure that a DER that is pre-qualified is not registered with another Provider to provide Flexibility Services to the Company. If the Company identifies that the DER is registered with more than one Provider, the Company will notify both Providers. The DER will remain registered with the existing Provider until sufficient evidence



of the Provider to which the Asset is registered has been provided to the Company's satisfaction (acting reasonably).

- 3.2 The Provider hereby acknowledges that Contract Award does not guarantee that any Flexibility Services will be required by the Company or commit the Company to requiring any, or any particular level of, such Flexibility Services.

4. Record and Audits

- 4.1 The Provider shall keep proper and accurate records of all matters relating to the performance of its obligations under the Agreement.
- 4.2 The records shall be maintained in a form suitable for audit purposes and shall be retained for any period required by any Applicable Law, and in any event, for the Term of the Agreement and for a period of no less than:
- 4.2.1 seven (7) years after expiry or termination of the Agreement where such records contain or relate to financial data and/or Contract Data; or
 - 4.2.2 unless specified otherwise in the Annexes, four (4) years after expiry or termination of the Agreement where such records relate to Performance Data.
- 4.3 The Company, or a reputable independent third-party auditor nominated by it, may, on reasonable notice, and in any event on not less than fifteen (15) Business Days' (or such other period as may be specified in the Service Terms or required by Applicable Law) notice, to the Provider and during normal working hours, inspect and review the records, as described in paragraph 4.2, for the purposes of verifying the Provider's compliance with its obligations under the Agreement and/or to meet any other audit or information requirement that may be required by Applicable Law and/or any regulatory body, including the Authority.
- 4.4 The Provider shall co-operate fully and promptly with any such audit and/or inspection conducted by the Company and provide such reasonable assistance as may be required by the Company in relation to any audit.
- 4.5 The Provider shall ensure that all paperwork issued by or on behalf of the Provider to the Company (including, without limitation, invoices, correspondence and delivery notes), is complete, accurate and clearly references any other appropriate and necessary information.

5. Representations and Warranties

- 5.1 Without prejudice to its other obligations under and/or pursuant to the Agreement, each Party warrants and undertakes to the other Party at all times that:
- 5.1.1 it is a duly incorporated and company validly existing under the law of its jurisdiction of incorporation;
 - 5.1.2 it has the right, power, capacity and authority to enter into and perform its obligations under the Agreement;



- 5.1.3 the entry into and performance by it of the Agreement does not and will not contravene or conflict with any Applicable Law or judicial or official order applicable to it;
 - 5.1.4 it will not be in material breach of any other agreement or arrangement of whatever nature with any person which could or may affect the performance of its obligations under the Agreement;
 - 5.1.5 all information it provides to the other Party will be complete and accurate save to the extent disclosed;
 - 5.1.6 no Insolvency Event is continuing or might reasonably be anticipated; and
 - 5.1.7 no litigation, arbitration or administrative proceedings are taking place, pending, or to the Party's knowledge threatened against it, any of its directors or any of its assets, which, if adversely determined might reasonably be expected to have a Material Adverse Effect.
- 5.2 Without prejudice to its other obligations under and/or pursuant to the Agreement and in addition to the foregoing, the Provider warrants and undertakes to the Company at all times that:
- 5.2.1 the DER contracted to provide the Flexibility Services has, as applicable, either:
 - (a) live connection(s) to the Company's Network, associated MPAN or MSID and Connection Agreement(s); or
 - (b) a connection offer(s) for a live connection and that the connection(s) can be completed and a Connection Agreement entered into in time to meet the Service Requirements as specified in the Service Terms;
 - 5.2.2 it has, or it will procure that the owner of the DER has, obtained and maintains in force for the Term, either directly or through agreement via its aggregated DER, all licences, permissions, authorisations, consents and permits needed to supply the Flexibility Services in accordance with the terms of the Agreement, including but not limited to any authorisation required pursuant to the regulations, codes, agreements and arrangements referenced in paragraph 5.2.9;
 - 5.2.3 it has neither fixed nor adjusted any Charge under or in accordance with any agreement or arrangement with any other person, and that it has neither communicated to a person (other than its professional advisers) the amount or approximate amount of any Charge in connection with the Agreement (other than in confidence in order to obtain quotations necessary for insurance purposes) nor entered into any agreement or arrangement with any other person to restrain that other person from entering into an agreement for provision of Flexibility Services with the Company;
 - 5.2.4 it shall disclose as soon as reasonably possible any change of circumstances which could affect the delivery of the Flexibility Services;
 - 5.2.5 where applicable, for each DER project in development, the Provider has (or has procured), and, if requested, will promptly provide to the Company a copy of the Development Plan in respect of each DER;



- 5.2.6 where applicable, it shall take all reasonable steps to achieve, or procure, the commissioning of each DER project on time and in accordance with the relevant Development Plan;
- 5.2.7 if, at any time during the Term, the provision of Flexibility Services would cause the Provider to be in breach or non-compliance as described in paragraphs 5.1.3 and 5.2.9, the Provider will not accept or comply with any Utilisation Instruction and will provide notification to the Company as required by the Annexes;
- 5.2.8 where any Accessible Site is occupied by an Affiliate of the Provider or any other third party, the Provider shall be responsible for ensuring that where any provision in the Agreement imposes an obligation on the Provider to do or refrain from doing a particular thing in relation to a Site or any DER at such Site, the relevant Affiliate or third party complies with that obligation as if it were the named "Provider" party to the Agreement; and
- 5.2.9 the provision of Flexibility Services will not cause it or the DER to be in breach of the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) (available from the Company on request) or any other enactment relating to health and safety or standards, the Grid Code, Distribution Code, any Connection Agreement, any agreement for the supply of electricity, any restrictions and conditions attaching to relevant authorisations of the Environment Agency

5.3 Without prejudice to any right or remedy, each Party will be entitled to claim damages from the other Party for any breach of representation or warranty set out in the Agreement which causes that Party to incur costs or losses.

6. Charges and Payments

6.1 All Charges and other sums payable under the Agreement shall be paid in accordance with the Service Terms.

7. Termination

7.1 Each of the Parties shall have the right, if it is not the Party in breach or in relation to which any of the events concerned occurs ("Terminating Party"), to immediately terminate the Agreement on giving written notice of termination to the other Party ("Defaulting Party") if at any time during the Term of the Agreement:

7.1.1 subject to paragraph 7.3, the Defaulting Party is in material and/or persistent breach of the Agreement;

7.1.2 an Insolvency Event occurs in relation to the Defaulting Party;

7.1.3 paragraph 11.6 of these General Terms and Conditions applies.

7.2 Either Party shall have the right to immediately terminate the Agreement on giving written notice of termination to the other Party under paragraph 9.4 of these General Terms and Conditions.



- 7.3 For the purposes of paragraph 7.1.1, and without limitation, the following shall be deemed to be a material breach by a Party of the Agreement:
- 7.3.1 the Defaulting Party fails to pay (other than by inadvertent error in funds transmission which is discovered by Terminating Party, notified to the Defaulting Party and corrected within thirty (30) Business Days following such notification) any amount properly due or owing from it pursuant to paragraph 6, and such non-payment continues unremedied and not disputed in good faith and upon reasonable grounds at the expiry of thirty (30) Business Days immediately following receipt by the Defaulting Party of written notice from the Terminating Party of such non-payment;
 - 7.3.2 paragraphs 8.3 or 15.10 of these General Terms and Conditions apply; or
 - 7.3.3 any other material breach by the Defaulting Party of any of its obligations under the Agreement which, if capable of remedy, the Defaulting Party fails to remedy within ten (10) Business Days after service of a written notice from the Terminating Party specifying the breach and requiring it to be remedied.
- 7.4 Either Party (the “Terminating Party”) may at any time on providing no less than ninety (90) Days prior written notice to the other Party (the “Non-Terminating Party”) terminate the Agreement. Where the Non-Terminating Party fails to respond to a Termination Notice in accordance with this paragraph 7.4, the Non-Terminating Party shall be deemed to have accepted the Termination Notice.

Accrued liabilities

- 7.5 On termination, the rights and liabilities of the Parties that have accrued before termination shall subsist.

Surviving provisions

- 7.6 This paragraph and the following provisions of the Agreement shall survive termination or expiry:
- 7.6.1 paragraph 4 (*Records and Audit*);
 - 7.6.2 paragraph 6 (*Charges and Payment*);
 - 7.6.3 paragraph 7 (*Termination*);
 - 7.6.4 paragraph 8 (*Service Failure*);
 - 7.6.5 paragraph 10 (*Indemnity, Liability & Insurance*);
 - 7.6.6 paragraph 12 (*Confidentiality*);
 - 7.6.7 paragraph 13 (*Intellectual Property Rights*);
 - 7.6.8 paragraph 14 (*Data Protection*);
 - 7.6.9 paragraph 17 (*Dispute Resolution*);
 - 7.6.10 paragraph 21 (*Waiver*);
 - 7.6.11 paragraph 24 (*Governing Law and Jurisdiction*);



7.6.12 Glossary; and

7.6.13 any other provision of the Agreement that expressly or by implication is intended to come into, or continue in force, on or after termination or expiry of the Agreement.

Consequences of termination or expiry

7.7 Where requested by the other Party, on termination or expiry of the Agreement each Party shall delete or return Confidential Information provided by the other Party for the purpose of the Agreement.

7.8 Following termination or expiry of the Agreement, the Provider shall promptly at the Provider's cost:

7.8.1 deliver to the Company for approval a final invoice detailing all monies due to it under the Agreement;

7.8.2 submit to the Company within thirty (30) Business Days all invoices with supporting documents for payment of all outstanding sums in connection with the provision of the Flexibility Services.

7.9 Where the Company terminates the Agreement as a result of a material and/or persistent breach by the Provider pursuant to paragraph 7.1.1, the Company may recover from the Provider any and all costs, losses and expenses reasonably incurred by the Company as a result of such termination, including where relevant such costs, losses and expenses associated with appointing a replacement Provider. Such costs, losses and expenses shall be payable by the Provider to the Company provided that the liability of the Provider in respect of this paragraph 7.9 shall not exceed (as applicable):

7.9.1 the Transmission Limit where such costs, losses and expenses are in connection with, or relate to, DER connected to the Transmission System; or

7.9.2 the Distribution Limit where such costs, losses and expenses are in connection with, or relate to, DER connected to the Distribution System.

7.10 The Parties agree that any costs, losses and expenses incurred by the Company pursuant to paragraph 7.9 shall be deemed direct losses and costs of the Company and accordingly not be subject to paragraph 10.3.

8. Service Failure

8.1 Notwithstanding its obligations under paragraph 8.2, the Provider shall notify the Company as soon as reasonably practicable upon becoming aware of the inability of the Provider to provide the Flexibility Services in all or any part of any contracted Service Window (if applicable) as set out in the Service Terms.

8.2 In the event of a Service Failure by the Provider, the Company may require the Provider to:

8.2.1 provide the Company with a written explanation as to the cause of the failure of service delivery;

8.2.2 implement a rectification plan for improving performance and/or reducing the number of occurrences of Unavailability, which may include at the Company's discretion, a repeat of any commissioning tests undertaken on initial installation and commissioning of the DER;



- 8.2.3 propose a variation to the Service Requirements as specified in the Service Terms; or
- 8.2.4 take any other action that may be agreed with the Company in order to alleviate a Service Failure (as reasonably required in the circumstances).

8.3 In the event that:

- 8.3.1 the Provider fails to comply with the terms of paragraph 8.2;
- 8.3.2 the Provider's proposals are not accepted by the Company (acting reasonably);
- 8.3.3 the Parties (acting reasonably) fail to reach agreement on any rectification actions; or
- 8.3.4 the Provider's performance in respect of the Service Failure notified by the Company does not significantly improve within thirty (30) Days of the date of the notice,
- 8.3.5 such failure will be deemed a material breach of the Agreement for the purposes of paragraph 7.1.1 of these General Terms and Conditions and paragraph 7.9 shall apply.

9. Force Majeure

9.1 A Party shall not be in breach or default of the Agreement to the extent that it is prevented from performing any of its obligations under the Agreement as a result of a Force Majeure Event, for so long as the Force Majeure Event continues to prevent such performance.

9.2 If a Force Majeure Event occurs, the following process will apply:

- 9.2.1 the affected Party will notify the other Party as soon as reasonably practicable of:
 - the occurrence and description of the Force Majeure Event;
 - the date on which the Force Majeure Event commenced and its likely duration (if known); and
 - the effect of the Force Majeure Event on the Party's ability to perform its obligations under the Agreement;

9.2.2 as soon as is reasonably practicable following notification pursuant to paragraph 9.2.1, the Parties shall meet to discuss how best to continue their respective obligations under the Agreement; and

9.2.3 the affected Party will use reasonable endeavours to mitigate the impact of the Force Majeure Event on its ability to perform its obligations under the Agreement.

9.3 For the avoidance of doubt the non-performance of either Party's obligations under the Agreement arising prior to the Force Majeure Event, shall not be excused as a result of the Force Majeure Event.

9.4 If a Force Majeure Event prevents, hinders or delays a Party in performing its obligations under the Agreement for a continuous period of at least two (2) calendar months, either Party may terminate the Agreement with immediate effect.

10. Liability, Indemnity and Insurance

10.1 Subject to paragraph 10.2, and save where any provision of the Agreement provides for an indemnity, the Parties acknowledge and agree that neither Party nor any of its officers, employees or agents shall



be liable to the other Party for loss arising from any breach of the Agreement other than for loss directly resulting from such breach and which at the date of formation of the Agreement was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

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

10.1.2 any liability arising under paragraph 5.3 and/or

10.1.3 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 any Party in respect of all claims for the losses referred to in this paragraph 10.1 shall not exceed (i) the Transmission Limit where such claims are in connection with, or relate to, DER connected to the Transmission System or (ii) the Distribution Limit where such claims are in connection with, or relate to DER connected to the Distribution System, in each case per incident or series of related incidents.

10.2 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or any of its officers, employees or agents, and each Party 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 that Party or its officers, employees or agents.

10.3 Subject to paragraph 10.2, and save where any provision of the Agreement provides for an indemnity or otherwise, neither Party nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

10.3.1 any loss of profit, loss of revenue, loss of use, loss of data, loss of contract or loss of goodwill; or

10.3.2 any indirect or consequential loss; or

10.3.3 loss resulting from the liability of the other Party to any other person howsoever and whensoever arising save as provided in paragraphs 10.1.3 and 10.2.

10.4 Subject to paragraph 10.2, and save where any provision of the Agreement provides for an indemnity, the liability of any Party in respect of all claims for the losses referred to in paragraph 10.1 shall be subject to an aggregate cap of two million pounds sterling (£2,000,000).

10.5 The Provider shall procure (and on request provide evidence to the Company of) appropriate insurances as required by law and necessary for the safe and efficient performance of the Agreement to cover the liabilities set out in paragraph 10, with a reputable insurance company.

10.6 If the Provider appoints a sub-contractor in connection with the provision of the Flexibility Services, the Provider shall ensure that the sub-contractor maintains appropriate insurance to the extent set out in paragraph 10. If the Provider acts as an aggregator in connection with the provision of the Flexibility Services to Accessible Sites, it shall, where it is reasonably practicable to do so, ensure that the DER



owners and operators for which it acts maintain appropriate insurance to the extent set out in paragraph 10.

- 10.7 The Provider's liabilities under the Agreement shall not be deemed to be released or limited by the Provider taking out the insurance policies referred to in paragraph 10.

11. Transfers, sub-contracting and Change in Ownership

- 11.1 Where pursuant to paragraph 24:

11.1.1 the governing law of this Agreement is English law, any reference to "assign" shall be construed as relating to an "assignment"; or

11.1.2 the governing law of this Agreement is Scots law, any reference to "assign" shall be construed as relating to an "assignation".

- 11.2 Save as provided for in paragraph 11.3, the Agreement is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).

- 11.3 The Company may without the consent of the other Party assign, novate or transfer the benefit or burden of the Agreement or any other rights and/or obligations pursuant to these General Terms and Conditions to: (i) the holder of a Distribution Licence; (ii) the holder of a Transmission Licence with responsibility for carrying out the Balancing Services Activity; or (iii) to an Affiliate of the Company but only where such Affiliate of the Company holds a Distribution Licence or a Transmission Licence.

- 11.4 If either Party sub-contracts any part of the provision or obligations of Flexibility Services, then the responsible Party shall be fully responsible for the acts, omissions or defaults of any sub-contractor (and its employees) as if they were the acts, omissions or defaults of the responsible Party.

- 11.5 If ownership, occupancy or use (for the purpose of providing the Flexibility Services) of any Accessible Site changes, or may change, during the Term, the Provider shall promptly notify the Company of the same. Where (i) the ownership, occupancy or use (for the purpose of providing the Flexibility Services) of any Accessible Site changes during the Term; or (ii) the use (for the purpose of providing the Flexibility Services) of any domestic Site changes during the Term, the Provider shall update its records and ensure that such records are reflective of such changes. The Company and the Provider shall if required, and at the reasonable request of the Company discuss the implications of the change and the options available to minimise any disruption that may be caused by the change.

- 11.6 The Company reserves the right to terminate the Agreement in accordance with paragraph 7.1.3 if a Change in Ownership of the Provider occurs and the new owner of the Provider fails to meet any of the Company's reasonable due diligence checks as notified to the Provider.

12. Confidentiality

- 12.1 The Company is required to disclose certain information in accordance with this Agreement under obligations within its Distribution Licence or Transmission Licence (as applicable), or an Industry Code. Information shared will include but may not be limited to provider names, awarded prices, volumes,



GSP and asset locations, and contract durations. Pursuant to the Primacy Rules, the Company, as applicable, shall be entitled to share information relating to the Agreement for the purpose of industry initiatives in relation to network or system constraint management and electricity network optimisation and the Company shall be entitled to make publicity releases and/or announcements regarding either this Agreement and/or the Company's activities under the Agreement. It shall not be a breach of this paragraph 12 where the Company discloses any such information. Such information shall include but is not limited to:

- 12.1.1 CMZ locations;
 - 12.1.2 CMZ requirements;
 - 12.1.3 a list of TCM generators;
 - 12.1.4 an agreed form of 'risk of conflict forecast';
 - 12.1.5 ESO planning outputs;
 - 12.1.6 Company outages;
 - 12.1.7 transmission outages; and
 - 12.1.8 any additional Company related information as may be required,
- as may be updated from time to time on agreement from the Company or the ESO.

12.2 Subject to paragraphs 12.1, 12.3.4 and 12.3.5, no public announcement or statement regarding the completion, performance or termination of the Agreement shall be issued or made by the Provider without the Company's prior written approval (such approval not to be unreasonably withheld or delayed). Neither Party shall be prohibited from issuing or making any such public announcement or statement to the extent expressly permitted 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.

12.3 Save as permitted by paragraph 12.1, each Party shall treat as strictly confidential and shall not disclose any Confidential Information relating to the other Party received or obtained as a result of entering into or performing this Agreement. The restrictions imposed by this paragraph 12.3 shall not apply to the disclosure of any Confidential Information:

- 12.3.1 which is in or becomes part of the public domain otherwise than as a result of a breach of paragraph 12.3, 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;
- 12.3.2 which is required to be disclosed by law, an Industry Code or pursuant to any licence of the Party concerned;
- 12.3.3 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing Party is a party;



12.3.4 to any parent, subsidiary or fellow subsidiary undertaking on a “need to know” basis only. In this paragraph 12.3.4, the words “parent”, “subsidiary” and “undertaking” shall have the meanings as provided in sections 1159, 1161 and 1162 of the Companies Act 2006;

12.3.5 by the Provider to any owner and/or operator of relevant Plant and Apparatus to the extent necessary to enable the Provider to submit an offer or tender to provide Flexibility Services pursuant to the Agreement and fulfil its obligations under the Agreement.

12.4 Save as permitted by paragraph 12.1, neither Party shall use the name, brands and/or logos of the other Party for any purpose without the other Party’s prior written approval (such approval not to be unreasonably withheld or delayed).

13. Intellectual Property Rights

13.1 The Agreement does not transfer any interest in Intellectual Property Rights.

13.2 All Intellectual Property Rights owned by or licensed to either Party shall at all times both during the Term of the Agreement and after its termination or expiry, belong to or be licensed to the Party providing that intellectual property and neither Party shall make any use of the other Party’s intellectual property other than to the extent reasonably necessary in performing its obligations pursuant to the Agreement, provided that nothing in this paragraph 13.2 shall operate so as to exclude any non-excludable rights of either Party.

14. Data Protection

14.1 Each Party shall, at its own expense, ensure that it complies with all applicable Data Protection Law.

14.2 The Parties acknowledge that as at the date of the Agreement, neither Party acts as a processor on behalf of the other. If at any point during the Term, either Party considers that one Party is acting as processor on behalf of the other, then the Parties shall promptly meet to negotiate in good faith a separate data processing agreement to cover the matters required by the Data Protection Law.

15. Modern Slavery, Anti-bribery and Living Wage

Modern slavery

15.1 The Parties undertake, warrant and represent that:

15.1.1 neither Party nor any of its officers, employees, agents or subcontractors:

- has committed an offence under the Modern Slavery Act 2015 (“**MSA Offence**”);
- has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

15.1.2 they shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;



- 15.1.3 they shall notify the Company immediately in writing if they become aware or has reason to believe that they, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Provider's obligations under this paragraph 15.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of Provider's obligations;
 - 15.1.4 they shall include in their contracts with subcontractors and suppliers' anti-slavery and human trafficking provisions that are at least as onerous as those set out in this paragraph 15.1; and
 - 15.1.5 they will respond to all reasonable requests for information required by the other Party for the purposes of completing other Party's annual anti-slavery and human trafficking statement.
- 15.2 The Provider shall indemnify the Company against any losses, incurred by or awarded against the Company as a result of any breach of anti-slavery and human trafficking laws, statutes, regulations and codes or the Modern Slavery Act 2015.
- 15.3 The Provider will permit the Company and its third party representatives, on reasonable notice during normal Business Hours, but without notice if there are reasonable grounds to suspect an instance of slavery and human trafficking, to access and take copies of records and any other information held at the Provider's premises (which shall be the Provider's office premises and other business premises) and to meet with personnel and more generally to audit compliance with its obligations under this paragraph 15. The Provider shall give all necessary assistance to the conduct of such audits during the term of the Agreement.
- Anti-bribery*
- 15.4 The Provider shall have suitable controls and compliance procedures in place and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and shall promptly report to the Company any request or demand for any undue financial or other advantage of any kind received or offered by the Provider in connection with the Agreement.
- 15.5 The Provider shall immediately notify the Company if a foreign public official exerts a direct or indirect influence over the performance of the Agreement.
- 15.6 The Provider shall not:
- 15.6.1 Offer or agree to give any person working for or engaged by the Company or any other Affiliate of the Company any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to the Agreement, or any other agreement between the Provider and the Company or any Affiliate of the Company, including its award to the Provider and any of the rights and obligations contained within it; nor
 - 15.6.2 Enter into the Agreement if it has knowledge that, in connection with the Agreement, any money has been, or shall be, paid to any person working for or engaged by the Company or any other Affiliate of the Company by or for the Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Company and has been approved by the Company before execution of the Agreement.



15.7 The Provider shall indemnify the Company against any losses, incurred by or awarded against the Company as a result of any breach of anti-corruption and anti-bribery laws, statutes, regulations and codes or the Bribery Act 2010.

15.8 The Provider agrees to provide the Company with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government, agency or competent authority in any relevant jurisdiction for the purpose of compliance with any anti-slavery laws or anti-bribery laws (including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010).

Living wage

15.9 Where applicable the Provider agrees to:

15.9.1 pay all of its personnel who are directly employed by it in respect of the provision of the Flexibility Services used within the UK not less than the real living wage (as defined at <https://www.livingwage.org.uk/> as may be updated from time to time) for the Term of the Agreement; and

15.9.2 ensure all employees of its contractors and subcontractors performing the provision of the Flexibility Services used within the UK are paid not less than the real living wage (as defined at <https://www.livingwage.org.uk/> as may be updated from time to time) for the Term of the Agreement.

15.10 Any breach of this paragraph 15 by the Provider shall be deemed a material breach of the Agreement for the purposes of paragraphs 7.1.1 and 7.9.

16. Notices

16.1 Unless otherwise specified in the Service Terms, all notices shall be submitted in accordance with the processes, and to the relevant addresses, set out in the Service Terms.

16.2 A notice shall be deemed to have been received:

16.2.1 if delivered by hand or recorded delivery post within Business Hours at the time of delivery or, if delivered by hand outside Business Hours, at the next start of Business Hours;

16.2.2 if sent by first class post, at 9.00 a.m. on the second Business Day after posting.

16.3 E-mail communications may be valid for notices the purposes of the Agreement, where agreed between the Parties. Such email notices shall be deemed to have been received on the Day of sending, or where outside of Business Hours on the first Business Day thereafter.

16.4 In verifying service of a notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted.

16.5 This paragraph 16 does not apply to the service of any legal proceedings, or other documents in any legal action or other method of dispute resolution.



17. Dispute Resolution

- 17.1 The Parties shall use good faith efforts to resolve any operational issue, dispute, claim or proceeding arising out of or relating to the Agreement.
- 17.2 In the event that a dispute cannot be resolved within thirty (30) Days of written notice of the dispute, the dispute shall be escalated to the Parties' senior representatives (named in the Service Terms, or as otherwise notified by either Party to the other) who have authority to settle the same and/or may refer the dispute to the forms of dispute resolution in accordance with paragraph 17.3.
- 17.3 If thirty (30) Days following such an escalation the Parties have still not resolved the dispute, then either Party shall have the right to refer the dispute to either:
- 17.3.1 arbitration; or
 - 17.3.2 an Expert for determination; or
 - 17.3.3 such other process as is agreed between the Parties.
- 17.4 For the avoidance of doubt, paragraphs 17.2 and 17.3 shall not preclude a Party from raising arbitration proceedings (or where other processes have been agreed under paragraph 17.3.3 court proceedings) in the event a claim is considered to be nearing the end of a prescription and/or limitation period pursuant to the Limitation Act 1980 or the Prescription and Limitation (Scotland) Act 1973 (as applicable) or where determination is required in the event of an emergency where the time periods set out in this paragraph 17 would not be suitable .
- 17.5 In the event that the Parties cannot agree any other process under paragraph 17.3.3, then either Party may refer any dispute to the courts of: (i) England and Wales if the Company is incorporated in England and Wales; and (ii) Scotland if the Company is incorporated in Scotland (as applicable).

Arbitration

- 17.6 Where any dispute is referred in accordance with paragraph 17.3.1 to arbitration, the following provisions shall apply:
- 17.6.1 If the Company is incorporated in England and Wales, the seat of arbitration shall be London. If the Company is incorporated in Scotland, the seat of arbitration shall be Edinburgh;
 - 17.6.2 The number of arbitrators shall be one. Where no arbitrator is named or where the named arbitrator is not able or unwilling to act the appointer of the arbitrator (and of any replacement) shall be The Chartered Institute of Arbitrators;
 - 17.6.3 Whatever the nationality, residence or domicile of either Party and wherever the dispute or difference or any part thereof arose, (i) the laws of England and Wales shall be the proper law of any reference to arbitration if the Company is incorporated in England and Wales or (ii) the laws of Scotland shall be the proper law of any reference to arbitration if the Company is incorporated in Scotland, and in particular (but not so as to derogate from the generality of the foregoing) the rules and provisions of (i) the Arbitration Act 1996 (notwithstanding anything in Section 108 thereof) shall apply if the Company is incorporated in England and



Wales or (ii) the Arbitration (Scotland) Act 2010 shall apply if the Company is incorporated in Scotland, to any such arbitration wherever the same or any part of it shall be conducted;

- 17.6.4 For the avoidance of doubt, both Parties confirm and agree that nothing in the Agreement to arbitrate prevents a Party:
- challenging the award of an arbitral tribunal as provided for under the Arbitration Act 1996 and the Arbitration (Scotland) Act 2010;
 - seeking the remedy of specific performance or any other power or remedy that would be available to the English court or Scottish court (as the case may be) from the arbitral tribunal in accordance with the Arbitration Act 1996 and the Arbitration (Scotland) Act 2010;
 - seeking interim relief from the English court or Scottish court (as the case may be) under the Arbitration Act 1996 and the Arbitration (Scotland) Act 2010, or from any other court with competent jurisdiction; or
 - seeking to enforce any arbitral award in the English court or Scottish court (as the case may be) or any court of competent jurisdiction.
- 17.6.5 Without prejudice to any other mode of service allowed under any relevant law, where a Provider is not incorporated in any part of Great Britain, the Provider agrees that if it does not have, or shall cease to have, a place of business in Great Britain it will promptly appoint, and shall at all times maintain and identify to the Company, an agent for the service of process in Great Britain to accept service of process on its behalf in any proceedings commenced in support of, or in relation to arbitration, in the courts of England and Wales or Scotland (as the case may be).

Expert determination

- 17.7 Where any dispute is referred in accordance with paragraph 17.3.2 to an Expert for determination, the following provisions shall apply:
- 17.7.1 the Expert shall act as an expert and not as an arbitrator and shall decide those matters referred to them using their skill, experience and knowledge, and with regard to all such other matters as they in their sole discretion consider appropriate;
- 17.7.2 if the Parties cannot agree upon the selection of an Expert, the Expert shall be determined by (i) the President for the time being of the Law Society of England and Wales, if the Company is incorporated in England and Wales or (ii) the President for the time being of the Law Society of Scotland, if the Company is incorporated in Scotland;
- 17.7.3 all references to the Expert shall be made in writing by either Party with notice to the other being given contemporaneously, and the Parties shall promptly supply the Expert with such documents and information as they may request when considering any referral;
- 17.7.4 the Expert shall be requested to use their best endeavours to give their decision upon the question before them as soon as possible in writing following its referral to them, their decision shall, in the absence of fraud or manifest error, be final and binding upon the Parties;



- 17.7.5 if the Expert wishes to obtain independent professional and/or technical advice in connection with the question before them:
- the Expert shall first provide the Parties with details of the name, organisation and estimated fees of the professional or technical adviser; and
 - the Expert may engage such advisor with the consent of the Parties (which consent shall not be unreasonably withheld or delayed) for the purposes of obtaining such professional and/or technical advice as they may reasonably require;
- 17.7.6 the Expert shall not be held liable for any act or omission, and their written decision will be given without any liability on the Expert's part to either Party, unless it shall be shown that they acted fraudulently or in bad faith;
- 17.7.7 save to the extent otherwise expressly provided herein pending the determination by the Expert, any subsisting Agreement shall continue to the extent possible for the Parties to perform their obligations; and
- 17.7.8 the Expert shall at their discretion be entitled to order that the costs of the reference of a dispute to them shall be paid by the Parties in whatever proportions they think fit.

18. Severance

- 18.1 If any provision of the Agreement becomes or is declared invalid, unenforceable or illegal by a judicial or other competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Agreement, which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.
- 18.2 The Company and the Provider each acknowledge that it has entered into the Agreement on an arm's length basis and that it has taken independent legal advice in so doing.

19. Third Party Rights

- 19.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 or where appropriate the Contracts (Third Party Rights) (Scotland) Act 2017, the Agreement is not intended to, and does not, give any person who is not a Party to it any right to enforce any of its provisions.

20. No Agency or Partnership

- 20.1 Nothing in the Agreement shall be deemed to constitute a partnership or joint venture or contract of employment between the Parties nor constitute either Party the agent of the other.
- 20.2 Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf, including but not limited to the making of any representations or warranty and the exercise of any right or power.

21. Waiver

- 21.1 No failure or delay by any Party to exercise any right, power or remedy under the Agreement 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.



22. Entire Agreement

- 22.1 The Agreement and the Associated Documents referred to in it together constitute the entire agreement and understanding of the Parties relating to the matters contemplated by the Agreement and those documents, and supersede any previous drafts, agreements, understandings or arrangements between any of the Parties relating to the subject matter of the Agreement and those documents, which shall cease to have any further effect.

23. Counterparts

- 23.1 Where executed in counterparts:
- 23.1.1 the Agreement shall not take effect until all of the counterparts have been delivered; and
 - 23.1.2 delivery will take place when the date of delivery is agreed between the Parties after execution of the Agreement as evidenced by the date at the top of the Agreement.
- 23.2 Where not executed in counterparts, the Agreement shall take effect after its execution upon the date agreed between the Parties as evidenced by the date at the top of the Agreement.

24. Governing Law and Jurisdiction

- 24.1 The validity, construction and performance of the Agreement and any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with the Agreement or its enforceability shall be governed by and construed: (i) in accordance with English law if the Company is incorporated in England and Wales; and (ii) in accordance with Scots law if the Company is incorporated in Scotland.



EXECUTION

This Agreement is executed by the duly authorised representatives of the Parties and is agreed from the date set out at the start of this Agreement:

SUBSCRIBED for and on behalf of Southern Electric Power Distribution Plc and Scottish Hydro Electric Power Distribution plc (together the **Company**)

..... (signature of Authorised Signatory)

..... (Name of Authorised Signatory)

..... (Title of Authorised Signatory)

at _____ (place) on _____ (date)

SUBSCRIBED for and on behalf of _____

..... (signature of Authorised Signatory)

..... (Name of Authorised Signatory)

..... (Title of Authorised Signatory)

at _____ (place) on _____ (date)



SERVICE TERMS

1. Introduction

The transition to net zero is expected to increase overall electricity consumption as heating and transportation moves to electric sources.

With the generation of electricity from renewables close to the sources of consumption, the Company is experiencing increasing peak demands and a change in power flows from the traditional one-way power flow to bi-directional flows.

At the same time, the take up of new technologies and solutions such as electric vehicles, electric heating, and energy storage is increasing. These changes are leading to significant increases in peak demand that create constraints on some parts of the Company's electricity distribution network.

With all these changes, the Company (like the other Distribution Network Operators), is preparing for significant growth in the use of Flexibility Services to help manage the network in a cost-effective way. The Company is procuring flexibility to ensure the power flow on its network remains within its capacity. The ability to shift power generated or consumed to alter the power flow on particular lines means the Company gets the best use out of its network. For example, by reducing the peak power consumption and spreading this over different parts of the day, overall, the network is being used more and the Company is reducing the need for carrying out capital intensive reinforcement projects.

To aid our transition to decarbonisation, the Company procures flexibility Services from service providers to manage forecast network limitations, planned or unplanned outage events.

To aid our transition to decarbonisation, the Company procures flexibility Services from service providers to manage forecast network limitations, planned or unplanned outage events.

The Company procures the following services:

- Scheduled Utilisation
- Variable Availability + Operational Utilisation - Week Ahead (VAOU_WA)
- Variable Availability + Operational Utilisation – Day Ahead (VAOU_DA)
- Operational Utilisation
- Scheduled Availability + Operational Utilisation - Day Ahead (SAOU_DA)
- Emergency Flex

The definitions of these services are aligned with the Open Networks standards². An overview of these flexibility services is detailed in Table 1.

In Summer 2024, SSEN Distribution launched our new Electron Connect market platform. The Electron Connect Platform hosts pre-qualification to award of Overarching Agreements and also the subsequent bidding stages.

The Company may invite the Provider to bid to deliver such Services from its DER or CER in accordance with the terms of the Overarching Agreement, including but not limited to these Service Terms.

² [on-flexibility-products-alignment-\(feb-2024\).pdf \(energynetworks.org\)](#)



Emergency Flex (OPT IN / OPT OUT)

The Provider may opt into or out of the provision of Emergency Flex, as confirmed below:

Emergency Flex	
The Provider shall opt in or opt out of providing Emergency Flex by answering yes or no to the question below:	Yes/No
Do you wish to opt in to providing Emergency Flex Services?	



2. Flexibility Services

2.1 Table 1 below provides an overview of the flexibility products that we procure:

Table 1 - Flexibility Services

Parameter	Scheduled Utilisation	Variable Availability+ Operational Utilisation – Week Ahead (VAOU_WA)	Variable Availability+ Operational Utilisation – Day Ahead (VAOU_DA)	Operational Utilisation	Scheduled Availability + Operational Utilisation – Day Ahead (SAOU_DA)	Emergency Flex
Description	The Company and the Provider agree, in advance, for the Provider to deliver a change in export or import (or apply a limit), at specific times.	The Company and Provider agree, at month ahead, the Provider's availability to make a change in export or import. At week ahead utilisation instructions are issued.	The Company and Provider agree, at week ahead, the Provider's availability to make a change in export or import. At day ahead utilisation instructions are issued.	The Company instructs the Provider, in real-time, to either remain off supply, reconnect with lower demand, or to reconnect generation to support faster restoration.	The Company and Provider agree at the point of trade, the Provider's availability to deliver an agreed change. At day ahead utilisation instructions are issued.	At short notice, the Company instructs all Providers (who have opted in), in the region, to deliver the Service at the same time.
Availability Agreement Period	Not Applicable	1 month (5 days minimum)	1 week ahead	Not Applicable	At Trade	Not Applicable
Availability Request Response Period	Not Applicable	1 working day	1 working day	Not Applicable	Not Applicable	Not Applicable



Utilisation Instruction Notification Period	At Trade	1 week	Day ahead	2 minutes	Day Ahead	15 minutes
Utilisation Instruction Acknowledgment Period	Except where agreed otherwise between the Company and the Provider, acknowledgment of Utilisation Instructions/schedules will be confirmed with the Provider.					
Tariffs	Utilisation	Availability & Utilisation	Availability & Utilisation	Utilisation	Availability & Utilisation	Utilisation (Fixed Rate)



3. Change to Service Terms

- 3.1 All UK DNOs work collectively through the ENA's³ open networks project to develop and maintain a standardised contract for the procurement of flexibility services. Each DNO has expanded on this where necessary from the standardised version. Any suggestions/feedback regarding the general terms and associated documents can be directed to the ENA who will ensure it this is incorporated into future contract development;

4. Service Terms Glossary

- 4.1 These additional terms placed within the Service Terms are applicable to all Associated Documents and shall supersede terms within the General Terms and Conditions and Glossary. The following expressions shall have the meaning set out below:

“Accepted Availability Window”	means a Committed Availability Window in respect of a Flexible Unit which is notified by the Company in the form of an award as being required by the Company for the Company's Flexibility Services;
“Accepted Service Window”	a window of time when the Provider has committed to the Company to be available to provide VAOU_WA or VAOU_DA services.
“Active Power”	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 = 1kW, 1000 kW = 1MW, 1000 MW = 1GW, 1000 GW = 1TW;
“Agreed Availability Capacity”	the volume of capacity required to be made available for service provision following the agreement between the Company and Provider during the availability refinement period, where applicable;
“API”	application programming interface;
“Asset Point Metering”	the metering measured directly from the DER and is downstream of the Boundary Point Metering;
“At Trade”	means that for the flexibility service being procured, Availability is agreed at the time of Call Off Bid acceptance;
“Availability Agreement Period”	the time period before a service is required in which the Company and Provider may agree the Provider's flexibility service window and capacity;
“Availability Payment”	payment made by the Company to a Flexibility Service Provider for the period the Flexibility Service Provider was awarded an Availability Window;
“Availability Performance”	is calculated monthly and availability payments to be recovered should the delivered capacity be lower than the agreed delivery capacity.
“Availability Price”	means the contracted fee £/MW/h in respect of availability;

³ Energy Networks Association (opennetworks@energynetworks.org)



“Availability Refinement Period”	the period defined within the flexibility service parameters where a refinement of the availability window and capacity is agreed;
“Availability Request”	the request will state agreeable capacity and service windows, to which the provider has the option to decline this request. Changes in an original request will require a new Availability Request form to be completed.
“Availability Request Response Period”	the time allowed for the Provider to respond to an Availability Request from the Company;
“Availability Settlement Period”	means each full thirty (30) minute period within an Accepted Availability Window;
“Availability Window”	means a window of time in relation to a Dispatch Group for which the Company requires the Provider to be ready and able to provide the Service Response, if instructed;
“Baseline”	the pre-agreed power level that changes are measured against;
“Boundary Point Metering”	the metering measured at the point of supply from the DNO network;
“Call Off Bid”	offer issued by the Provider in response to a tender by the Company. The Provider response must contain requested capacity and pricing information;
“Call Off Contract”	the contract for the delivery of the flexibility services from bid acceptance.
“Call Off Contract Period”	the period over which the flexibility services will be required.
“Capacity (MW)”	means the contracted volume of flexible active power that can be delivered measured in MW;
“Committed Capacity”	means the target net MW of Service Response for a Dispatch Group as set out in the Provider's declarations or deemed declarations up to the Maximum Capacity;
“Committed Payment”	payment for each VAOU_WA service (where applicable), calculated from availability payments for the committed purchase of availability;
The “Company”	means the Licensee with whom the FSP is contracted to provide flexibility services;
“Contracted Capacity”	means the target net MW of Demand Response in respect of an awarded Service Window, confirmed to the FSP at time of award or following a refinement window (if applicable for the contracted flexibility service);
“Control Room”	means the Company control facility from where the distribution network is monitored and managed;
“Day Ahead”	procuring scheduled utilisation for the following day.
“Dispatch Group”	one or more DER which are regarded as a single entity for the purpose of dispatching Services;
“Distribution System Operator (DNO)”	SEN is one of six operators in the UK who all distribute electricity in the UK and own the electrical network infrastructure within their area.
“Electron Connect”	means Flexibility Market Platform for running market activities including: Prequalification, mini-competition and bidding;
“Emergency Flex”	means that at short notice, the Company instructs all Providers (who have opted in), in the region, to deliver the Service at the same time. Further details about the product and its parameters are defined in Table 1;
“Energy Networks Association (ENA)”	a non-profit industry body that aims to delivery reliable electricity doing it in a competent yet environmentally positive way.



“Event”	means an instance when Utilisation was instructed and the Service Response is measured accordingly;
“Flexibility Dispatch Desk”	means the Company control facility from where Flexibility Services are managed;
“Flexibility Market Platform”	means the system used for flexibility market activities such as prequalification, mini-competition and bidding.
“Flexible Power”	means (The Portal & API), a multi- DNO platform designed to standardise and automate the issuing of availability and dispatch instructions.
“Flexibility Service Provider” or “FSP”	an entity providing energy services to the Company;
“Flexibility Service”	means the services to be provided by the Flexibility Service Provider to the Company under contract which give the Company the ability to manage the load at a specific point of the Network at certain points in time;
“Flexible Unit”	means one or more Energy Resources that are aggregated, regarded as a single entity, and metered on a single metering output and, as such, is providing a flexibility service;
“Grace Factor”	the percentage of under delivery below 100% for which remuneration of 100% will be applied, relevant both to utilisation and availability performance at the Company’s discretion;
“Long-term Bidding”	bidding windows that are running more than 3 months ahead of delivery of the first services window;
“Meterable Unit”	it is the multiple flexibility assets that are behind one single metering feed. A Meterable Unit level will contain baselining.
“Metered Time Period”	the time period used in the payment calculations, this will either be minute by minute or 30-minute granularity;
“Minimum Run Time”	refers to technical “Minimum Run Time” which is the minimum run time in the event of an emergency stop. It is not to be confused with commercial “Minimum Run Time” which is the duration of the service;
“Maximum Capacity”	means the maximum MW of Service Response contracted by the Provider per Zone, DER/Aggregated DER and year as set out in Call-Off bid details.xlsx and outlined in Annex 4 section 7;
“Maximum Utilisation Period”	means the longest period of time that a Service Response can be maintained, in respect of a single Event for a Dispatch Group;
“Minimum Utilisation Period”	means the shortest period of time that a Service Response will be provided in respect of a single Event for a Dispatch Group;
“Monthly Utilisation Performance Factor”	the availability payment is impacted by how the Provider performs if there are Utilisation Events in the month. The Monthly Utilisation Performance Factor is this result of this calculation;
“Operational Day”	means the period from 0500 hours on one day to 0500 hours on the following day;
“Operational Utilisation”	means this product allows for the use case where the amount of flexibility delivered is agreed nearer to real time. Further details about the product and its parameters are defined in Table 1;
“Operational Week”	means a period of seven Operational Days commencing at 05.00 hours on a Monday and terminating at 05.00 hours on the next following Monday;
“Overarching Agreement”	under the overarching agreement, capacity and pricing will be captured at the tender stage otherwise known as the “auction”. All Providers who have signed an



	overarching agreement can bid under the call off. The Overarching Agreement allows more flexibility for awarding both longer term and closer to real time contracts;
“Penalisation Multiplier”	has the explanation and definition given to it in: ENA ON - Standardised DNO Settlement Methodology
“Performance Report”	a report in relation to the delivery of Flexibility Services completed by the Provider at the end of each billing month;
“Portal”	means the Flexible Power portal accessible at https://www.flexiblepowerportal.co.uk/ ;
“Ramp Up Time”	means the period of time (in minutes) between the issue of the API Start Instruction and the Event start time, during which the Provider should reach the instructed level of Service Response;
“Recovery Period”	means the period which commences upon the earlier of the Stop Time, the Maximum Utilisation Period or relevant Availability Window (as relevant), for which the Dispatch Group is considered to be unavailable;
“SAOU_DA”	means “Scheduled Availability + Operational Utilisation” with Utilisation at Day Ahead. Further details about the product and its parameters are defined in Table 1;
“Scheduled Utilisation”	means the time that flexibility is delivered has been pre-agreed in advance with the Provider. Further details about the product and its parameters are defined in Table 1;
“Service Response”	means either; an increase of net export of active power to or reduction of net import of active power from the Company's Network, or; a decrease of net export of active power to or increase of net import of active power from the Company's Network;
“Service Response Direction”	means either; an increase of net export of active power to or reduction of net import of active power from the Company's Network (also known as “GTU/DTD”), or a decrease of net export of active power to or increase of net import of active power from the Company's Network;
“Short-term Bidding”	bidding windows that are running less than three month-ahead of delivery of the first service window;
“Start Instruction”	means an instruction from the Company to the Provider to start the Service Response;
“Start Time”	the date and time (to the nearest minute) as notified in accordance with the Service Terms at which the power change shall be delivered;
“Stop Time”	the date and time (to the nearest minute) as notified in accordance the Service Terms at which the power change shall cease to be delivered;
“Stop Instruction”	an instruction from the Company to the Provider to cease delivery of the Flexibility Services, as described in the Service Terms;
“Tradex”	electronic invoicing platform supported by causeway technologies limited (https://www.causeway.com/sse-tradex-registration).
“Utilisation”	means in respect of a Dispatch Group, the Service Response following a Utilisation Instruction from the Company in accordance with this Agreement which is provided continuously until the Event end time and "Utilised" shall be construed accordingly;
“User Acceptance Testing (UAT)”	the software testing for the API requires to be tested in The Portal and API user acceptance testing



“Utilisation Event” or “Utilisation Period”	means a utilisation request to deliver flexibility services, inclusive of a specified start and end time;
“Utilisation Instruction Acknowledgement Period”	the time allowed for the Provider to acknowledge the Utilisation Instruction;
“Utilisation Instruction Notification Period”	the time period before a Flexibility Service is required by the Company, in which a DNO may issue a Utilisation Instruction to the Provider;
“Utilisation Payment”	the amount payable by the Company to the Provider for the utilisation of any Flexibility Service;
“Utilisation Price”	means the contracted fee £/MWh in respect of utilisation;
“Utilisation Performance”	means the calculated performance per utilisation event after any factors have been applied;
“Utilisation Schedule”	individual or a set of Utilisation Instructions that the Company may issue to the Provider;
“VAOU_WA”	means Variable Availability + Operational Utilisation with Utilisation at Week Ahead The product and its parameters are defined in Table 1;
“VAOU_DA”	means Variable Availability + Operational Utilisation with Utilisation at Day Ahead. The product and its parameters are defined in Table 1;
“VAT”	value added tax
“Weekly Limit”	means the maximum time that Service Response can be maintained, in respect of all Events for a Dispatch Group in an Operational Week;
“Zone”	as per CMZ in the General Terms;



5. Service Details

5.1 Specific Service Parameters

5.1.1 Service parameter values shall be set out by the Provider in the DER details which it submitted for any bid(s) on the platform for each service a Provider wishes to participate in. The Company will rely on the parameters provided by the Provider, which must be accurate and provided in accordance with the terms of this overarching agreement. These parameters shall include:

- Service Type
- Zones.
- Maximum Capacity per Zone.
- Pricing.
- Direction of Response.
- Sites and DER details

5.2 Generic Service Parameters

5.2.1 The flexibility services will be procured by the Company under the overarching agreement as described in annex 2. See *Table 1* for a description of the services.

5.3 Service Windows (VAOU_WA, VAOU_DA)

5.3.1 The required flexibility availability and capacity for each zone shall be communicated by the Company to Providers at least one month ahead for VAOU_WA and at least one week ahead for VAOU_DA. The Company will establish the availability of Providers, using the availability request form (see section 8 on communications).

5.3.2 The Provider may decline an availability request or propose reduced capacity. After mutually agreeable capacity and service windows are agreed, the Company will re-issue the availability request form for formal acceptance.

5.3.3 By accepting an availability request, the Provider is offering to and committing to be ready to provide the agreed power change throughout the service window, if instructed to do so by the Company.

5.4 Service Windows (SAOU_DA)

5.4.1 The “Tender for Services” is announced by the Company to Providers. The Company will make available information about the services required, the period over which the services will be required, the capacity of services required in each zone over the Call Off Contract period and the expected availability of the SAOU_DA service in each zone.

5.4.2 The Providers submit their Call Off Bid on electron connect in response to the Tender For Services. In responding to the Call Off Bid, the Provider commits to being available during set contracted service windows and the Company is committed to pay the Provider for being available.



5.4.3 Availability and capacity are binding at Call Off Bid acceptance.

5.4.4 Providers must have to opt-in to receive daily schedule email from flexible power ahead of bidding. The utilisation instruction will then be issued at day ahead.

5.5 Service Requirements

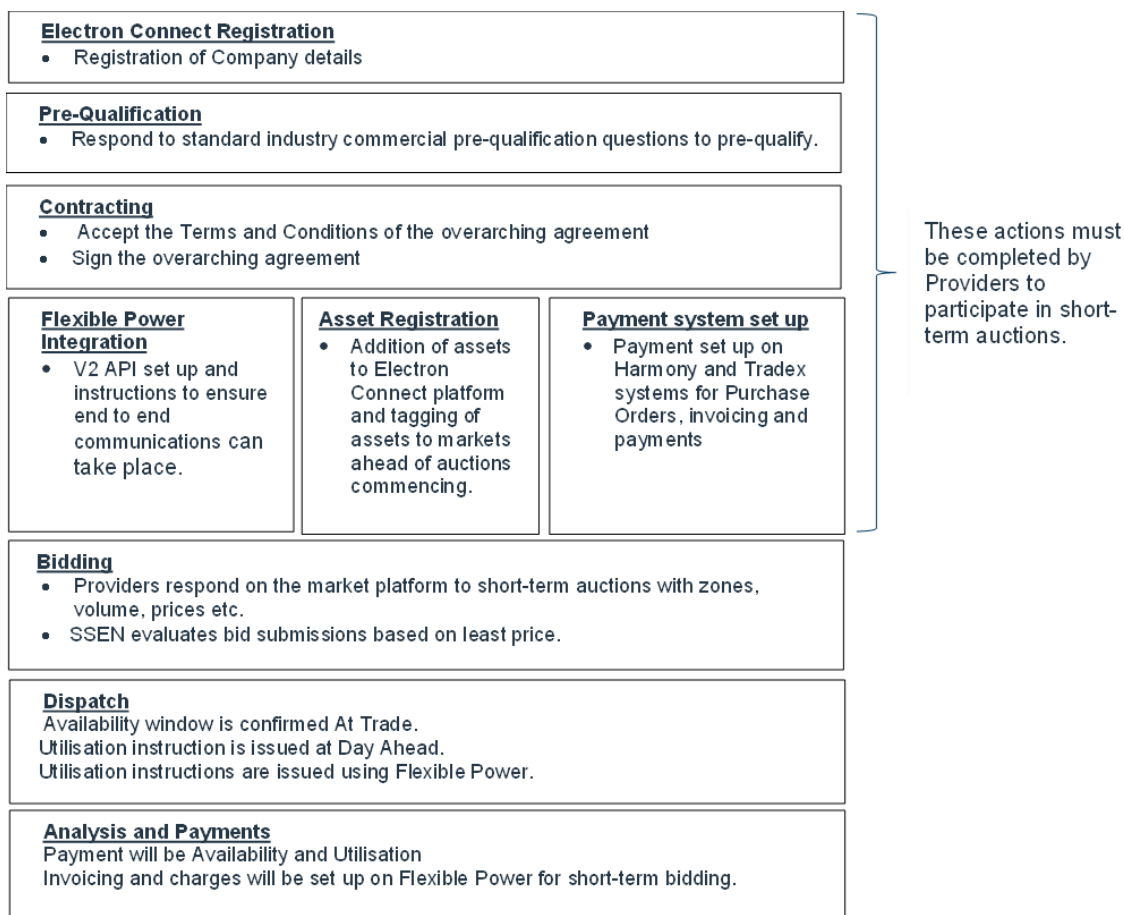
5.6 Overview of Procurement and Dispatch processes for SAOU_DA

5.6.1 For bidding rounds using SAOU_DA, the Company will publish CMZs with network needs on Electron Connect.

5.6.2 Where a bidding round starts less than three months before the first service window (i.e. Short-term auction), Providers must have completed the following activities before the bidding window starts:

- Registered on Electron Connect platform
- Signed the overarching agreement
- registered their assets providing information on DER parameters, location and capability; and
- integrate with Flexible Power to receive Utilisation Instructions.

5.6.3 The high-level end to end procurement process for SAOU_DA is described in Figure 1:





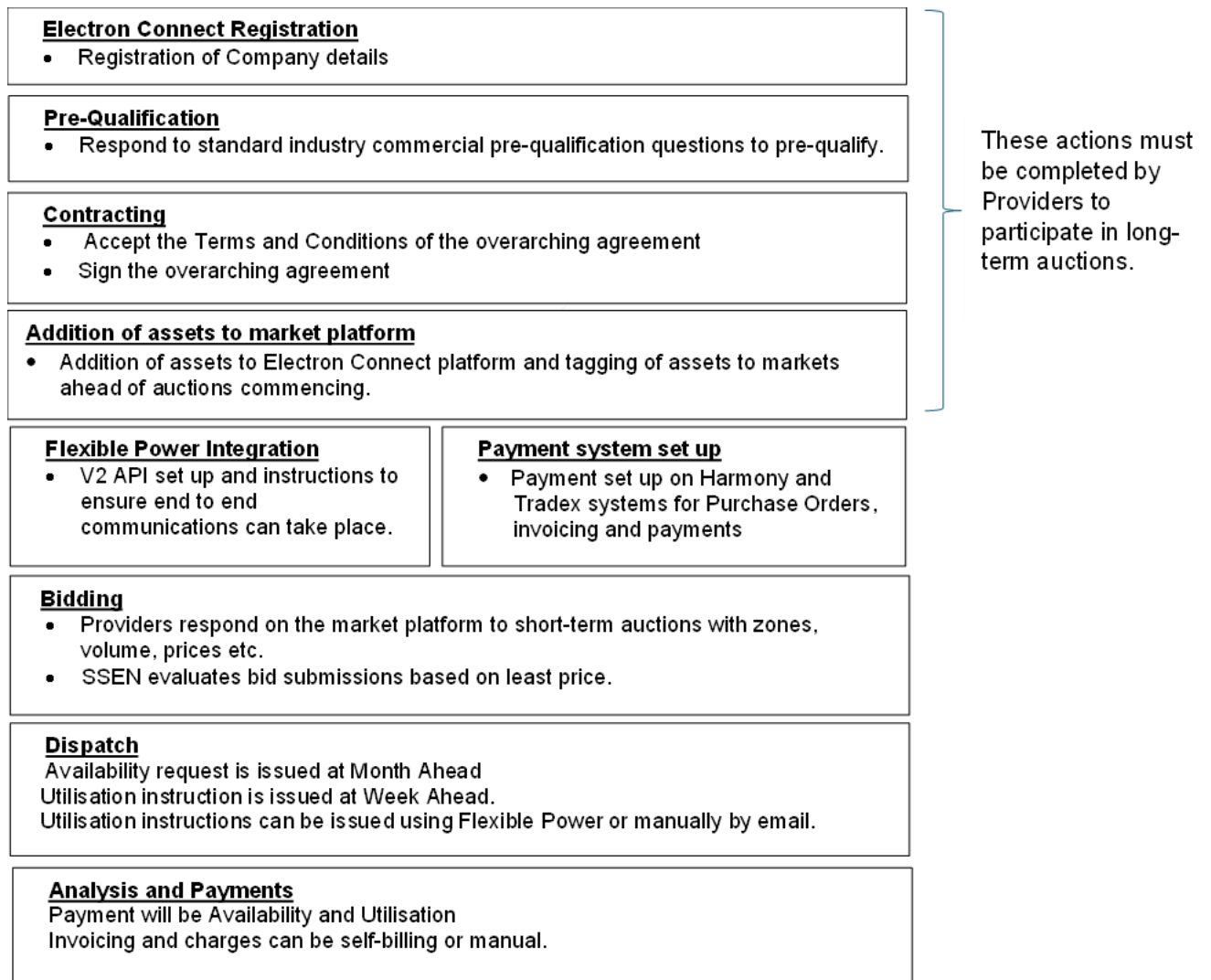
5.7 Overview of Procurement and Dispatch processes for VAOU_WA

5.7.1 For bidding rounds using VAOU_WA, the Company will publish CMZs with network needs on Electron Connect.

5.7.2 Where a bidding round starts more than three months before the first service window (i.e. Long-term Bidding), Providers must have completed the following activities before the bidding window starts:

- Registered on Electron Connect platform
- Signed the overarching agreement
- Have assets registered and tagged to markets on the platform. These can be planned assets.

5.7.3 The high-level end to end procurement process for VAOU_WA is described in Figure 2:





5.8 Service Specific Acknowledgements

5.8.1 The Provider hereby acknowledges that:

- a) the provision of services pursuant to this agreement and the participation in flexibility services programme is voluntary, except where the Provider has committed their availability to provide services and;
- b) The Provider hereby acknowledges that: the Company may instruct the Provider to provide or request the Provider to tender for the flexibility services in accordance with this agreement, as and when required by the Company. Save as specifically set out in this agreement, the Company does not guarantee by entering into this agreement that it will require any flexibility services, nor does it commit to purchasing any particular level of flexibility services. The Company may not issue tenders for flexibility services, nor instructions for utilisation. The volume of flexibility services purchased under this agreement may exceed or fall below prior estimations or anticipated usage, in which event the Company shall not be liable for any resultant cost, expense, loss or damage incurred or suffered by the Provider or any third party. The Provider shall not have an exclusive position in respect of the provision of flexibility services and the Company is free to have others provide the flexibility services, or to provide itself the flexibility services or other similar services in relation to management of constraints on the electricity network.
- c) The Provider hereby acknowledges that: nothing in this agreement shall prevent any party from applying for injunctive/interdict or other provisional, interim, emergency or equitable relief as is required to avoid irreparable damage to person, property, business or reputation.
- d) The Provider hereby acknowledges that: contract award does not guarantee that any flexibility services will be required by the Company or commit the Company to requiring any, or any particular level of such flexibility services.

5.9 Variation to Service Windows

5.9.1 The Company will not vary an accepted service window but may in some circumstances request additional availability, within the timescales stated in the section 5.2 - generic service parameters.

5.9.2 Emergency Flex: this is an opt-in service which does not require a tender for services. If the Provider wishes to opt into emergency flex it should do so by the deadline stipulated for signing the overarching agreement, by answering the questions in the contract acceptance questionnaire. When the Company requires the service, the Provider may receive a utilisation instruction to provide emergency flex services. There is no obligation to provide emergency flex as a result of this utilisation instruction. Payment for emergency flex will be a fixed rate utilisation payment per household, so Providers will not be required to bid in with a price for this service. Providers will be required to inform the Company about the capacity that they are able to commit to provide a service before service delivery for payment.



6. Invoicing & Charges

6.1 Invoicing (Flexible Power)

6.2 If self-billing is not possible, the Provider will supply to the Company an invoice within forty (40) days of the end of the month to which such invoice refers to as depicted in *Figure 3*. Invoices shall be submitted in accordance with the below:

6.2.1 The billing cycle is based on a calendar month and therefore the Company operates a total of 12 billing cycles each calendar year.

6.2.2 After each event, a performance report is created and made available to the Provider via The Portal & API which allows the Provider to review their performance. At the end of the month, all event data is compiled and performance-based pricing is applied to calculate the payment due to the Provider for the month.

6.2.3 An interim statement will be produced automatically on the 1st day following the end of each month. Once the statement has been reviewed by the Provider, they shall confirm within fourteen (14) days if the calculations are disputed and provide full details of the same to the Company. If the Provider disputes any calculations, then the statement is placed on hold until such dispute has been resolved. The parties will endeavour to resolve any dispute before the cut off period as set out in Figure 3. Following resolution or determination of any dispute, the earnings statement shall be updated accordingly.

6.2.4 If no query is raised on the earnings statement within the fourteen (14) day window the statement is assumed to be correct. On the 15th The Portal & API will automatically generate a final statement which can be downloaded for financial records or invoice preparation as applicable.

6.3 Self-Billing (Flexible Power)

6.3.1 For Providers who are Flexible Power integrated and agreed to self-billing, the Company agrees to terms in 6.3.1 to 6.3.8.

6.3.2 To issue self-billed invoices for all supplies made to them by the Provider for the duration of this contract.

6.3.3 To complete self-billed invoices showing the Provider's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.

6.3.4 To make a new self-billing agreement should their VAT registration number changes.

6.3.5 To inform the Provider if the issue of self-billed invoices will be outsourced to a third party.

The Provider agrees to:

6.3.6 To accept self-billed invoices raised by the Company on their behalf for the duration of this contract.

6.3.7 To provide the email address to which self-billed invoices should be sent.

6.3.8 Not to raise sales invoices for the transactions covered by this agreement.

6.3.9 To notify the Company immediately if they:



- Change their VAT registration number;
- Cease to be VAT registered, or;
- Sell their business or part of their business.

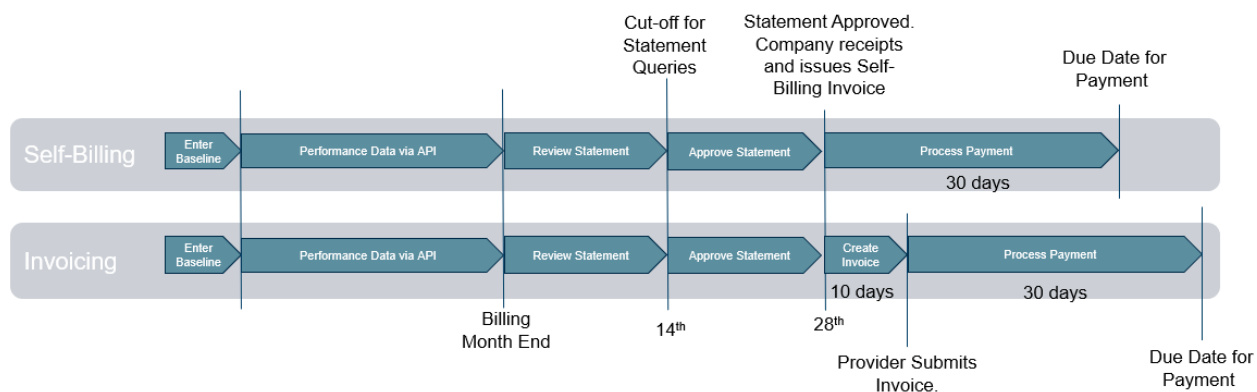


Figure 3: Invoicing and Payment Timeline for Self-Billing and Invoicing options.

6.4 Manual Process

6.5 All invoices for services dispatched manually, shall be submitted in accordance with the below and as depicted in *Figure 4*:

- 6.5.1 Where the Company is able to estimate the Charges in advance, a Purchase Order based on the estimate will be raised to the Provider, covering the period that can be reasonably estimated.
- 6.5.2 The Company agrees to pay the Charges to the Provider as full remuneration for the satisfactory delivery of Flexibility Services by the Provider in accordance with this Agreement.
- 6.5.3 The Provider shall provide to the Company an application for payment for all applicable Charges for a calendar month within fifteen (15) days of the end of the calendar month to which such application for payment refers.
- 6.5.4 If the Company intends to pay less than the sum stated as due from it in the application for payment, it shall, not later than ten (10) days after receipt of the application for payment, give the Provider notice of that intention by issuing a Pay Less Notice, which shall specify both the sum that it considers to be due to the Provider at the date the Pay Less Notice is given, or the sum which it considers is due from the Provider to the Company, and the basis on which that sum is calculated.
- 6.5.5 Except where raised in advance, the Company shall, within ten (10) days of the that sum is calculated, generate and issue to the Provider a Purchase Order for the value of the application for payment minus the amount stated in any relevant Pay Less Notice. Where no payment is due following a Pay Less Notice, no Purchase Order shall be issued.
- 6.5.6 The Provider will supply to the Company an invoice, or where applicable, a confirmation of acceptance against an invoice issued by the Company, for the Charges within thirty (30) days of the end of the month to which such invoice refers.

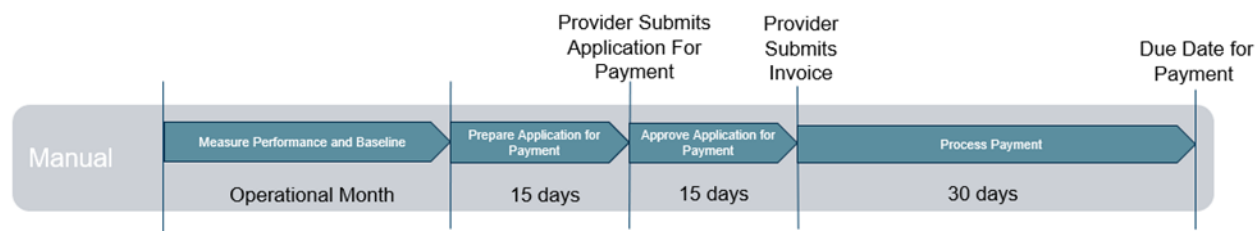


Figure 4: Manual Invoicing and Payment Timeline

6.6 Invoicing Terms

6.6.1 The Provider agrees that each invoice issued or accepted by it will include details of, as regards the flexibility services to which the invoice relates:

- (a) The purchase Order number as provided by the Company;
- (b) The date on and time at which the Flexibility Services were provided;
- (c) The relevant Availability Payment details (if any); and
- (d) The relevant Utilisation Payment details (if any).

6.6.2 Invoices are submitted by the Provider to the Company through the Tradex electronic invoicing platform supported by causeway technologies limited (<https://www.causeway.com/sse-tradex-registration>).

6.6.3 The Provider agrees that, should it opt for paid features in the Tradex electronic invoicing platform, those costs associated with its use are to be borne by it and not passed on to the Company in any way whatsoever.

6.6.4 If in the Company's opinion the Tradex electronic invoicing platform has become an inadequate means for the Provider to submit its invoices, the Company may require the Provider to submit its invoices through a reasonable alternative means which the Company shall specify by providing notice in writing to the Provider.

6.7 General (for all invoicing types)

6.7.1 The Provider agrees that each application for payment issued by it shall include details of:

- (a) The period(s) during which the Flexibility Services were made available to the Company and, if applicable, where utilised;
- (b) Availability charges (if any), reflecting any reduction for periods of where the service was unavailable or had reduced capacity;
- (c) the relevant Committed Payment Amount (if any); and
- (d) (e) details of payments received so far to demonstrate the Committed Payment Amount has not been reached (if applicable).

6.8 Charges

6.8.1 Pricing for any Service which a Provider is participating shall be set out in the Call Off Bid, such Call Off Bid shall be subject to the terms and conditions of this Service Terms.



6.9 Calculation of charges

6.9.1 There are two types of flexibility services payments: Utilisation Payments and Availability Payments. The application of the payment type depends on the flexibility service product being delivered.

Utilisation Payments

6.9.2 Utilisation Payments are made when a utilisation instruction is issued by the Company.

6.9.3 Utilisation Payments is calculated by multiplying energy (MWh) delivered by the Provider for every Metered Time Period during a Utilisation Event by the Utilisation Fee (£/MWh) multiplied; or

6.9.4 Where the Provider has not fully met the utilisation instruction, an additional performance calculation is applied to the utilisation payments. The monthly Utilisation Performance factor determines how much under delivery is eligible for payment.

6.9.5 Detailed payment calculations are published by the ENA and are described in [ENA ON - Standardised DNO Settlement Methodology](#)

Availability Payments

6.9.6 Where availability is applicable to a flexibility service, payments are paid for every accepted availability window in respect of the contract DER groups. Availability payments are subject to a monthly Utilisation Performance factor.

6.9.7 Availability Payment is calculated by multiplying the Agreed Availability Capacity (MW) for every Metered Time Period by the Availability Fee.

6.9.8 Where a service Provider declares unavailability, or was not available at time of delivery, then no availability payment will be made for that Metered Time Period.

6.9.9 Availability performance is calculated monthly and availability payments are recovered should the delivered capacity be lower than the agreed delivery capacity. A performance factor is applied to the availability payment and considers the Flexibility Service Providers monthly Utilisation Performance factor.

6.9.10 Detailed payment calculations are published by the ENA and are described in [ENA ON - Standardised DNO Settlement Methodology](#)

6.10 Payment Calculation Parameter Values

6.10.1 The parameter values that are used in payment calculations are described in [ENA ON - Standardised DNO Settlement Methodology](#) document as outlined in section 6 of the appendices (table 6) in the document.

6.10.2 VAOU_WA, VAOU_DA, SAOU_DA, Scheduled Utilisation, Operational Utilisation

Parameter	Scheduled Utilisation	Scheduled Availability + Operational Utilisation	Variable Availability + Operational Utilisation	Operational Utilisation
Utilisation Grace Factor	5%	5%	5%	10%



Availability Grace Factor	N/A	5%	5%	N/A
Performance Multiplier	3	3	3	2
Payable Over-delivery	0	0	0	0

6.11 Payment Terms

- 6.11.1 In consideration of the provision by the Provider of the flexibility services in accordance with the terms of this agreement, the Company shall pay to the Provider the charges in accordance with paragraph 6.10.
- 6.11.2 The Company shall pay the charges within thirty (30) days of receipt of the relevant invoice (the “due date for payment”).
- 6.11.3 If the Company intends to pay less than the sum stated as due in the invoice it shall, not later than five (5) business days before the due date for payment, give the Provider notice of that intention by issuing a notice which shall specify both the sum that it considers to be due to the Provider at the date the notice is given, or the sum which it considers is due from the Provider to the Company, and the basis on which that sum is calculated.
- 6.11.4 Unless otherwise agreed in writing between the Company and the Provider, payment of invoices shall be made by the Company by bacs payment to a bank account nominated in writing by the Provider.
- 6.11.5 All payments and all other sums referred to in this agreement are stated exclusive of VAT. Where applicable, VAT shall be payable by the payer to the payee only upon receipt of a valid VAT invoice.
- 6.11.6 If either party fails to make any payment due to the other under this agreement by the due date for payment, then the party failing to pay shall pay interest on the overdue amount at a rate of two per cent (2%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The relevant party shall pay the interest together with the overdue amount. The parties acknowledge that their liability under this clause is a substantial remedy for the purposes of section 9(1) of the late payment of commercial debts (interest) act 1998.
- 6.11.7 Where either party disputes any application for payment or invoice (or any part of any application for payment or invoice) then, upon receipt by the Provider of notification from the Company of any such disputed amounts, the provisions of clause of flexibility services standard agreement version 3 (dispute resolution) shall apply in resolving the disputed amounts.
- 6.11.8 In the event that the Company disputes whether certain amounts contained in an invoice are properly due but does not dispute all sums contained in the invoice, the Company shall pay the sums not in dispute in accordance with the terms of this agreement notwithstanding that the Company is disputing the other sums contained in the invoice.
- 6.11.9 Where either party disputes any invoice (whether in whole or in part), interest under clause 6.11.6 is payable only after the dispute is resolved, and only on those sums found or agreed to be due following resolution of the dispute, from the due date until payment.
- 6.11.10 Where, during the term, the Provider wishes to change its bank details or address for payment, then the Provider must follow the provisions set out in clause 16 of flexibility services standard agreement version 3 (notices).



6.11.11 If the Provider fails to apply for payment for or invoice the Company for payment of the charges within six (6) months of the end of the month in which the flexibility services were provided, then the Provider shall be deemed to have waived its right to payment.

6.12 Reduction of Charges

6.12.1 The Company shall report the Provider's performance for each half-hour of the service window and shall calculate the appropriate fees according to the performance achieved.

6.12.2 Where there is no net change in export/import power from the baseline in any half hour period of the service event, no utilisation or availability payment will be due for that period. The Provider should include the reason for the failure in the performance report.

6.12.3 No utilisation payment will be due for periods outside of the instructed start & stop times.

6.12.4 If the Provider has given notice of unavailability for an agreed service window and the Company has elected to cancel the service as a result, the availability payment shall not be payable for that service window.

6.12.5 If the Provider has given notice of capacity reduction for an agreed service window and the Company has elected to continue with the service, the availability payment shall be payable based upon the remaining capacity available.

6.13 Under Performance

6.13.1 An under-performing period is one where the minimum performance threshold has not been reached. A reduced Utilisation Price is payable for each underperforming half hour between the event start & stop times.

6.13.2 The minimum performance threshold is 90% of the instructed power change.

6.13.3 The Utilisation Price payable for under-performing periods will be as calculated in the payment calculation document referenced in paragraph 6.10 of this service terms.

6.13.4 No availability payment will be due for periods where the minimum performance threshold has not been reached.

6.14 Over-Delivery Cap

6.14.1 A payment cap is applied to utilisation payment for half hour periods where the maximum performance threshold has been exceeded.

6.14.2 The maximum performance threshold is 110% of the instructed power change.

6.15 Committed Payment Amount

Where the committed payment is applicable:

6.15.1 At the end of a Call Off Contract Period, if the Provider has not received the committed payment amount stated in the bid decision from the Company and where there was not opportunity to do so, the Provider may raise an invoice for the remainder of the payment amount in accordance with section 6.

7. Sites and DER

7.1 Site and DER requirements are as follows:

7.1.1 Sites and DER information will be provided on the market platform by the Provider. The Company will rely on these details when requesting availability or instructing services pursuant to the call off contract.



- 7.1.2 If DER details change during the term of the call off contract, the Provider must submit the changed details to the Company via the platform with a minimum of thirty (30) days' notice and if accepted by the Company the updated details shall form part of the agreement from the date of that acceptance onwards.
- 7.1.3 The Company will consider the addition or removal of DERs throughout the Call Off Contract term, however the total Contracted Capacity and pricing for the zone cannot be changed outside of the auction/tender process.

8. Communications

8.1 Processes and Systems for Communications

- 8.1.1 The Company will use the Flexible Power platform for communications with Providers integrated to Flexible Power.
- 8.1.2 The Company will use email and phone calls for communications with Providers that are manually dispatched.
- 8.1.3 For Providers integrated to Flexible Power, the Company will request Providers to review and accept these service terms specific to Flexible Power.
- 8.1.4 Under this agreement, Providers will use the Flexible Power portal and API to simplify scheduling, dispatch, performance reporting, self-billing and invoice generation.

8.2 Tender for Services

- 8.2.1 The Company shall announce the tender for services through Electron Connect or Tender for Services document sent via email.
- 8.2.2 The Provider shall make an offer in response to the Tender for Services via the methods outlined in annex 2.
- 8.2.3 The Company shall review and accept an offer and then announce bid decisions via Electron Connect or email in line with annex 2.

8.3 Availability Requests (VAOU_WA, VAOU_DA)

- 8.3.1 Unless agreed otherwise, the Company shall contact manually dispatched Providers by email and / or telephone or via the Flexible Power platform and in accordance with the notice periods in Section 5.2 - Generic Service parameters to request availability (an "Availability Request") per Dispatch Group.
- 8.3.2 Providers shall confirm related operating parameters as follows:
- Zone Name;
 - Provider Name;
 - Dispatch Group;
 - Requested Availability Windows, Power Requirements and Response Direction.
 - Operating parameters (Minimum Utilisation Period, Maximum Utilisation Period, Weekly Limit, baseline method and values if applicable).
- 8.3.3 Unless agreed otherwise, Providers (manual and Flexible Power integrated) shall respond by email to the Availability Request within the timescales stated in section 5.2 - Generic Service Parameters.
- 8.3.4 The Provider may decline an availability request or propose reduced capacity/changes to operational parameters. If changes to the request are agreed, the Company will re-issue the Availability Request for formal acceptance.



- 8.3.5 By accepting an availability request, the Provider is committing to be ready to provide the committed capacity throughout the availability window, if instructed to do so by the Company.
- 8.3.6 If there is no reply to an availability request within the timescales in section 5.2 – Generic Service parameters, the Company shall deem the Provider to be unavailable for the requested availability windows.
- 8.3.7 Unless agreed otherwise, the Company will enter accepted availability windows and related parameters on the Flexible Power platform or for manually dispatched Providers, use the relevant forms and templates in annex 2.
- 8.4 Utilisation Instructions (VAOU_DA, VAOU_WA, SAOU_DA, Scheduled Utilisation, Operational Utilisation)
- 8.4.1 The Company may, for an accepted availability window (for VAOU_DA, VAOU_WA and SAOU_DA) or other period of time (for Operational Utilisation, Scheduled Utilisation and Emergency Flex) in respect of a Dispatch Group which has not been notified or otherwise deemed unavailable, issue a notice (a "utilisation instruction"), which includes:
- Zone Name;
 - Provider Name;
 - Dispatch Group;
 - Power Requirement and Response Direction;
 - Start Time and / or Stop Time
- 8.4.2 The Company may issue an individual Utilisation Instruction or a set of instructions known as a Utilisation Schedule to the Provider.
- 8.4.3 The Provider shall not deliver the instructed power change unless they have received a Utilisation Instruction or Utilisation Schedule from the Company and the associated start instruction via API for Flexible Power dispatched Providers and phone or email for manually dispatched Providers.
- For scheduled VAOU_WA services: Each Thursday afternoon at 17:00, Utilisation Schedule for the operational week ahead shall be issued by Flexible Power or by email.
 - For VAOU_DA & Operational Utilisation services to support planned works, utilisation may be instructed in near real time via phone or email from the control room.
 - For SAOU_DA Services: Flexible Power shall issue a Day Ahead Utilisation Schedule at the same time every day at 13.30 to inform participation.
 - For Scheduled Utilisation services: the Company will send a one-off instruction by email for defined seasons of the year.
- 8.5 API Instructions
- 8.6 For Flexible Power dispatched Providers:
- 8.6.1 For all service types, The Portal & API will issue a start instruction via API before the event start time in accordance with the notice periods in section 5.2 - Generic Service parameters.
- 8.6.2 For all service types, The Portal & API will issue a stop instruction via API at the event end time.
- 8.6.3 If during an event a change to the stop time is required, the Company may (subject to operational parameters) (after any agreed minimum run time) issue an updated stop



instruction via API, accompanied (optionally) by a phone call and pay utilisation for the whole service window that the Company instructed for.

- 8.6.4 If the service does not end at the instructed stop time, the DER may be tripped if the Company determines there is a risk to the network.

8.7 Unavailability Notification

8.7.1 Manually dispatched Providers shall notify the Company by phone or email of any period during contracted service windows when services will be unavailable or reduced by completing an Unavailability Notification (See Forms and Templates), setting out the duration of the unavailability/reduction and the reason.

8.7.2 Where the notice is given by phone, a confirmatory email shall be sent by the Provider to the Company within 24 hours.

8.7.3 If at any time a Flexible Power dispatched Provider becomes aware that a Dispatch Group will be unavailable or its capacity reduced during an accepted availability window and/or any other period of time, then it shall as soon as reasonably practicable, contact the Company's Flexibility dispatch desk.

8.7.4 The Providers shall notify the Company of the following:

- Provider Name
- Portal ID of unavailable Meterable Unit or Dispatch Group
- Datetime Unavailable from
- Datetime Unavailable to
- Remaining capacity during these times (if applicable)

8.7.5 Upon receipt of an unavailability notification, the Company may at its discretion:

- Elect to continue with affected service(s) at reduced capacity.
- Elect to cancel service(s).

8.7.6 The Company's decision will be communicated to the Provider as soon as reasonably practicable; however should that not be before an accepted availability window or start instruction, the Provider shall be ready to deliver (or shall continue to deliver) the service at the remaining capacity where applicable.

8.8 API Development

8.8.1 An API is a software intermediary that allows two applications to talk to each other. In the context of the Company's Flexibility Services, the API replaces the requirement for dedicated hardware to be provided to connect to a Provider's sites to collect metering data and send control messages.

8.8.2 Providers are expected to develop their own internet facing API endpoint and software adapter into the systems that they use in providing flexibility services to the Company. This is due to the variety of potential scenarios that can occur, ranging from a single asset such as a standalone generator through to a complex estate with multiple assets or even part of a portfolio under management by a commercial aggregator.

8.8.3 The Company does not provide technical integration services but may offer, at its discretion, a one-off "integration contribution" payment to the Provider of up to £5000.00 towards any integration costs incurred.



- 8.8.4 The Company can suggest 3rd parties to provide integration services if requested by the Provider. The Provider is not obliged to use the suggested 3rd party, and the Company accept no liability for the 3rd party.
- 8.8.5 The Company will pay the integration contribution upon a successful integration test, and presentation of evidence for costs incurred (e.g. Timesheets or copy of purchase order for systems integration work).
- 8.8.6 The Participant API specifications are published at:
[Flexible Power - API Documentation \(flexiblepowerportal.co.uk\)](https://flexiblepowerportal.co.uk)

8.9 Signal and Control Requirements

- 8.9.1 Unless agreed otherwise, metering data should be provided via the API continuously and close to real time at minute (power) or half-hourly (energy) granularity.
- 8.9.2 The Provider shall send the following data to the Company via the API:
 - Power (minute) or Energy (half hour) metering, per Meterable Unit.
 - Emergency stop signal, per Meterable Unit.
- 8.9.3 The Company shall send the following control signals to the Provider via the API.
 - Start Instruction, per Meterable Unit
 - Stop Instruction, per Meterable Unit
- 8.9.4 For manual dispatch, if the Stop time is not included in the Utilisation Instruction, or is changed during the service, the Company may (after any agreed minimum run time) issue a Stop Instruction via phone call and pay Utilisation for the whole Service Window that the Company instructed for.

For manual dispatch, if the service does not end at the instructed Stop Time, the DER may be tripped if the Company determines there is a risk to the network.

8.10 API testing

- 8.10.1 Set up and testing of the API requires access to The Portal & API user acceptance testing (UAT) environment which offers new Providers a safe environment to set up and test the API.
- 8.10.2 Once a Provider has completed API set up and testing within the UAT environment, they will be provided with an account on The Portal & API production environment in which to configure the production API.
- 8.10.3 For Short-term Bidding, API testing and Flexible Power integration must be done ahead of the bidding window.

Software upgrade to version 2 API must be completed before Short-term Bidding can take place to be able to receive Utilisation Instructions.

8.11 Portal Configuration

- 8.11.1 Post contract award and unless agreed otherwise the Company will:
 - Configure services, pricing, Dispatch Groups and Meterable Units in The Portal & API for the Provider, and;
 - Create user accounts that will give the Provider access to The Portal & API.
- 8.11.2 API set-up & testing and portal configuration must be completed before any services are instructed.



8.11.3 API set-up & testing and portal configuration and must be completed before Short-term Bidding can take place.

9. Performance Monitoring

Performance against instructions given is determined automatically by the Flexible Power portal using pre-determined baseline data and actual metering data uploaded by Providers. Performance reports for each Event can be viewed by the Company and the Provider. Manually dispatched Providers are responsible for reporting upon their performance using a template provided by the Company (see Forms and Templates).

9.1 Metering Standards

9.1.1 For asset point metering, the Provider will ensure compliance with the following metering standards set out within the most recent published relevant balancing and settlement code of practice eleven: code of practice for the metering of balancing services assets for settlement purposes:

- The metering 'accuracy requirements'.
- The asset meter calibration test certification'.
- 'the limits of error'.
- The 'sealing' requirements.

9.1.2 For boundary point metering, the Provider should be compliant with balancing and settlement codes of practice 1, 2, 3, 4, 5 and 10 as applicable.

9.1.3 If requested by the Company, the Provider shall provide evidence of compliance with the above standards. This may be in the form of certification, photo, or written confirmation.

9.2 Baseline for Measuring Delivery

9.2.1 A manually dispatched Provider is responsible for reporting upon their performance using a template provided by the Company (see Forms and Templates). The performance report include:

- a) VAOU_WA and VAOU_DA: the pre-agreed flexibility capacity made available for each half hour period (kW);
- b) For all service, metered export/import energy (kWh) or average power (kW) readings at a half-hour or finer granularity;
- c) Corresponding Baseline values of what the power/energy would have been, had the Flexibility Service not been delivered should be provided in the Call Off Bid Submission form.
- d) The differences between Actual and baseline energy values, being the Utilisation each half hour;
- e) The applicable pricing and fee for each half hour period based on performance;
- f) Explanation of under-performing periods and justification for overriding reduced payment rates.



- 9.2.2 For Flexible Power dispatched Providers, a baseline must be recorded in The Portal & API no later than the Wednesday preceding an operational week. The baseline is used by the Company to forecast absolute power values for the week ahead, and after each event by the Portal & API billing system to calculate utilisation and performance.
- 9.2.3 The baselining method and any fixed values or profiles shall be agreed between the Company and the Provider post contract award and ahead of any service provision.
- 9.2.4 If requested, Providers must provide the methodology used for determining nominated baseline values and be able to demonstrate the method's accuracy by comparison with real data.
- 9.2.5 The supported baseline methods are:
- Nominated Baseline - this can be a fixed power value (kW), or a representative week time-series of average power (kW) values, at minute or half-hourly granularity.
 - Historical Baseline - an averaged historical baseline value (kW) calculated month by month basis by taking power readings between 3pm and 8pm (Monday to Friday) over a period of the first three (3) weeks of the previous month.

9.3 Testing and Monitoring

- 9.3.1 Testing may be undertaken to confirm the Provider's ability to deliver the services described for this agreement to take place. The Company shall be entitled to request data from the Provider evidencing the delivery of flexibility which shall not be unreasonably withheld. Delivery will be verified by the Company using network monitoring and reporting systems.
- 9.3.2 Testing will be organised no more than once a year for a time and duration acceptable for both the Company and Provider to be agreed in advance. Testing will be planned to minimise impact to the Provider's normal operations.
- 9.3.3 The Company retains the right at its own discretion to refrain from issuing availability requests or utilisation instructions to the Provider until necessary testing has been concluded.
- 9.3.4 The Company shall be entitled to request specific technical or operational information during the course of the contract in order to understand the effect of services provided on the distribution network, and the Provider shall not unreasonably withhold such information.
- 9.3.5 The Company may repeat testing for the following reasons:
- Where test results are unsatisfactory or inconclusive;
 - following a service or communications failure, or;
 - on an annual basis.
- 9.3.6 Should the Company identify a failure affecting the API communications the Company shall notify the Providers nominated person as detailed in main contract as soon as practical to resolve the failure and if necessary, retrieve any missing data.

9.4 Service Meter

- 9.4.1 Minute by minute and half hourly data will be accepted by the Company from the Provider for settlement purposes. Certain products rely on minute-by-minute metering granularity for accurate performance monitoring and settlement. Where an alternative to minute-by-minute granularity is provided the data may be disaggregated. As such, this could result in performance monitoring and calculation inaccuracies.

9.5 Service Failure



- 9.5.1 Means where, in respect of a Dispatch Group within a zone:
- a) The Provider has achieved less than 75% of the instructed utilisation in any billing month;
or
 - b) the Provider has issued unavailability notices, or the Company deems services as unavailable for 25% of accepted service windows or committed capacity in a billing month.

9.6 Auditing

- 9.6.1 The Company shall be entitled to request specific technical or operational information during the course of the overarching agreement in order to understand the effect of the services provided on the distribution network, and the Provider shall not unreasonably withhold such information.
- 9.6.2 The Company shall provide a minimum of 10 days' notice of any proposed visit to the Provider's site/facilities. The Provider shall not unreasonably withhold permission for the Company to visit the Provider's site/facilities, where they are authorised to grant such permission.

10. System / Technical Requirements

- 10.1 Flexible power (The Portal & API) is a multi-DNO platform designed to standardise and automate some day-to-day operational processes including:
- Asset management
 - Baselineing
 - Availability management
 - Dispatch/Utilisation Instruction
 - Performance reporting
 - Statement/Invoice generation
- 10.2 Portal features, permissions, and operational processes may vary between DNOs and Providers, depending on the specifics of contracts.

11. Data Protection

- 11.1 If at any point during the term, either party considers that one party is acting as processor on behalf of the other, then the parties shall promptly meet to negotiate in good faith a separate data processing agreement to cover the matters required by the data protection law.

12. Special Requirements

- 12.1 Where there is a choice of Providers in a zone, the principles followed to determine how much capacity to request from each Provider is known as the dispatch framework:
- 12.1.1 Each zone-provider-service is scored on the following criteria:
- Price compared to other services.
 - Reliability
 - CO₂ emissions.
- 12.1.2 For Availability dispatch:



- Each provider's contractual capacity will be adjusted based on their weighted score, and if the total adjusted capacity is higher/lower than we need, we will scale down/up the adjusted capacity to the required level on a pro-rata basis.

12.1.3 For utilisation dispatch, a simple stack is built with the scoring and the following steps are taken to dispatch from the highest scoring to the lowest scoring Provider until we get enough capacity or close to the capacity we require for dispatch:

- Dispatch the highest scoring Provider first;
- Move to the next scoring Provider and so on until the required capacity is achieved or capacity close to it.

13. Details of Provider and Special Conditions

13.1 Any variations to the General Terms and Conditions are detailed at the start of this overarching agreement.



ANNEX 1: FLEXIBILITY MANAGEMENT SYSTEMS AND TECHNICAL REQUIREMENTS

1. Company Flexibility Management System Details

- 1.1 These technical requirements together with the service terms and associated documents will apply to Providers adopting the automatic approach using Flexible Power and Providers adopting the manual approach.
- 1.2 For information, the Company's standard Associated Documents for Flexible Power can be viewed here: <https://www.ssen.co.uk/our-services/flexible-solutions/flexibility-services/flexibility-services-document-library/>

2. Dispatch Principles

- 2.1 The DER details specified by the Provider at pre-qualification and the in any Call Off Bid (defined in Annex 2) from the Provider must be accurate and in accordance with the terms of this Overarching Agreement. As outlined in the Service Terms, the Company will rely on the DER details provided by the Provider when requesting Availability or instructing Services pursuant to this Overarching Agreement.
- 2.2 In post-fault scenarios, Providers will be given access to the electricity distribution network to export or import electricity under conditions which would normally not be permitted and result in isolation from the network. This access is given by the Company only for the duration of this overarching agreement and as instructed by the Company under this overarching agreement and will cease upon termination of the overarching agreement.
- 2.3 The following criteria will be used by the Company before requesting availability or issuing a utilisation instruction to determine which Provider will be used. The Company shall retain, at its sole discretion, the right to select the most appropriate Provider to provide a service and may elect to resolve the need for flexibility services by relying on other types of contracts or providing solutions itself.
- 2.4 Dispatch criteria may include some of, and/or of the following:
 - Technical suitability for the specific constraint scenario;
 - Pricing – to select optimal economic solution for the Company's stakeholders and customers (£/MWh);
 - Carbon intensity – measure of how many grams of carbon dioxide (CO₂) are released to produce a kilowatt hour (kWh) of energy required for the service;
 - Reliability of asset – the ability of the DER to perform under certain conditions over a specified period without service failure;
 - Any known Unavailability or reduced capacity; and
 - Management of network risk.



ANNEX 2: AUCTION/ TENDER/TRADE GUIDELINES

1. Introduction

- 1.1 This annex 2 outlines the two ways we will accept bids. Section 2 describes bid acceptance using the existing “Tender for Services via csv” approach, whilst section 3 describes bid acceptance using our market platform (Electron Connect). We will inform Providers of our preferred option prior to bid commencement. Only one method will be used per bidding round and no bids submitted via the other route will be accepted.

2. Tender for Services via CSV

- 2.1 For all services, the Company will open a ‘Tender for Services’ by email for Providers who are parties to this overarching agreement in advance of the services being required. When the tender for services is announced, the Company will make available information about the services required, the period over which the services will be required (known as the “Call Off Contract Period”), the capacity of services required in each zone over the call off contract period and the expected availability/utilisation of each service in each zone a template for the tender for services document is included in section 6 of the “forms and template” section of this annex 2.
- 2.2 The Provider may then respond by email with a bid offer (known as a ‘Call Off Bid’) for any services it would like to participate in by the deadline specified in the tender for services. The Provider must respond using the standard Call Off Bid submission form provided in annex 4 in csv or excel format. The email must be sent to flexibilityprocurement@sse.com before the stated close time to be considered a valid bid.
- 2.3 The Company will then decide which bid offer to accept and announce the bid acceptance decision(s) by email to the relevant Providers. The bid acceptance decision will be made by the Company based on the bid pricing and sensitivity/effectiveness analysis. Where two bids are priced identically, the Company may base its decision on secondary considerations such as flex assure membership, reliability and carbon intensity.
- 2.4 Where applicable, the bid acceptance decision will also detail the availability for services that the Company commits to purchasing from the Provider over the call off contract period. Where applicable, the committed purchase of availability and the Provider’s availability payments will be used to calculate a committed payment amount for VAOU_WA services which will be specified in the decision acceptance.
- 2.5 Once the bid has been accepted by the Company, the details provided by the Provider in its Call Off Bid will form the basis of the accepted agreement between the Provider and the Company.

3. Electron Connect Market Platform

- 3.1 For all services procured on Electron Connect, the Company will prepare tender requirements and publish these via the platform.



- 3.2 Each CMZ will have an individual market on the platform, and Providers who meet all the technical and commercial qualification criteria will be able to participate. When the auction is announced, Electron Connect will include information about the services required, the contract start date and the contract end date, the estimated capacity required in each CMZ over the contract period and the service window in each zone.
- 3.3 The Provider may then make offers for each market they wish. To be a valid offer, it must be submitted in Electron Connect before the published deadline and be submitted to the Electron Connect with instant confirmation on the platform stating, “file uploaded successfully”.
- 3.4 To ensure that the Provider submits a valid bid, the Provider must ensure that the following parameters are included in the bid and are as intended before submission is made:
- flexibility volumes in MW;
 - Availability prices (where required);
 - Utilisation Prices;
- 3.4.1 The platform will not allow submission without this information. It is the responsibility of the Provider to ensure the information is correct, fully populated and applied to the right locations and assets.
- 3.5 The decision on which bids to accept is made by generating a stack for each asset using the market platform algorithm. A single price stack is generated with bids from all Provider organisations for the entire contract length. The methodology of the price stack will be available on the flexibility service documentation library page ahead of window opening.
- 3.6 The platform generates and notifies the bid acceptance decision(s) by email to the relevant Providers. Once the offer has been accepted, the details provided by the Provider in its bid template will form the basis of the accepted agreement between the Provider and the Company.



ANNEX 3: APPLICATION OF MANUAL OR FLEXIBLE POWER DISPATCH

1. Introduction

- 1.1 This Service Terms cover both manual and Flexible Power (automated dispatch) dispatch of flexibility services.
- 1.2 Please note the following:
 - 1.2.1 The capability to participate in automated dispatch or manual dispatch will be confirmed at onboarding stage.
 - 1.2.2 SAOU_DA services can only be dispatched using Flexible Power.
 - 1.2.3 Currently, VAOU_DA and Operational Utilisation can only be dispatched manually using manual processes such as phone and email. This is subject to change in future.



ANNEX 4: FORMS AND TEMPLATES TO FLEXIBILITY SERVICES

1. Introduction

1.1 The Company and Provider shall use the standard forms and templates shown in this annex as part of the operational processes.

2. Availability request

2.1 Availability Request – Minimum information:

<i>Date and Time of Request:</i>	<i>[Date & Time]</i>
<i>CMZ Name:</i>	
<i>Provider Name:</i>	
<i>DER Name:</i>	
<i>Service Requested:</i>	<i>[VAOU_WA, VAOU_DA]</i>
<i>Direction:</i>	<i>[Generation Turn Up/Demand Turn Down or Generation Turn Down/Demand Turn Up]</i>
<i>Availability Required From:</i>	<i>[Date & Time]</i>
<i>Availability Required To:</i>	<i>[Date & Time]</i>
<i>Capacity:</i>	<i>Active power change capacity, as a change from Baseline (MW)</i>
<i>Baseline Method:</i>	<i>The baseline is the power that changes are measured against. The baseline method should be agreed at the time of confirming availability and can be:</i> <ul style="list-style-type: none"><i>• Historical average</i>



	<ul style="list-style-type: none"> • Provider nominated half-hourly profile. • Provider nominated static value. <p>Note that the baseline for Restore services is normally zero, since the service is used post-fault.</p>
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3. Utilisation Instruction

3.1 Utilisation Instruction - Minimum Information:

<i>Date and Time of Instruction:</i>	<i>[Date & Time]</i>
<i>CMZ Name:</i>	
<i>Provider Name:</i>	
<i>DER Name:</i>	
<i>Service Instructed:</i>	<i>[VAOU_WA, VAOU_DA, SAOU_DA, Operational Utilisation, Scheduled Utilisation]</i>
<i>Direction:</i>	<i>[Generation Turn Up/Demand Turn Down or Generation Turn Down/Demand Turn Up]</i>
<i>Start Time:</i>	<i>[Start time DD/MM/YY HH:MM]</i>
<i>Stop Time:</i>	<i>[Stop time DD/MM/YY HH:MM], if known at the time of instruction. If unknown, a separate Stop instruction may be used.</i>
<i>Capacity:</i>	<i>Requested power change (MW).</i>
<i>Baseline:</i>	<i>Power baseline (MW). Use -ve values for demand assets.</i>



4. Unavailability/ Remedy Template

4.1 Unavailability Notification – Minimum Information:

<i>Provider Name:</i>	
<i>CMZ Name:</i>	
<i>DER Name:</i>	
<i>Service Unavailable/Reduced From (Date/Time):</i>	
<i>Service Unavailable/Reduced To (Date/Time):</i>	
<i>Reduced Capacity, if applicable:</i>	
<i>Reason for unavailability/reduction:</i>	
<i>Name and Contact Details:</i>	<i>[of individual giving notification]</i>
<i>Date and Time of Notification:</i>	<i>[date/time notification was given to the Company]</i>
<i>Provider Ref:</i>	<i>[e.g. incident or ticket ref]</i>



5. Performance Reporting

- 5.1 Performance Report is automatically generated by the flexible power portal with earnings, using metering data uploaded by Providers.
- 5.2 For manually dispatched Providers, Performance Report templates will be configured and supplied by the Company to each Provider for each DER, to reflect the specific parameters referenced in Annex 1 (DER Details and Pricing.xlsx).

An example of a completed performance report is given below:

Half hour period (end timestamp)	Available/ Utilised	Baseline		Actual		Utilisation		Availability Performance (%)	Utilisation Performance (%)	Capped Utilisation (kWh)	Utilisation Fee (£/kWh)	Availability Fee (£/kWh)	Availability Payment Request (£)	Utilisation Payment Request (£)	Performance Notes / Request for Adjustment
		Avg Power (kW)	Baseline Energy (kWh)	Avg Power (kW)	Actual Energy (kWh)	Against Baseline (kWh)	Agreed Flex Capacity (kW)								
05/07/2021 09:30	A	-10000.00	-5000.00	20000.00	10000.00	15000.00	5000	0%	600%	N/A	N/A	£0.000	£0.00	£0.00	
05/07/2021 10:00	A	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	800%	0%	N/A	N/A	£0.150	£375.00	£0.00	
05/07/2021 10:30	A	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	800%	0%	N/A	N/A	£0.150	£375.00	£0.00	
05/07/2021 11:00	A	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	800%	0%	N/A	N/A	£0.150	£375.00	£0.00	
05/07/2021 11:30	U	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	0%	0%	0.00	£0.000	£0.000	£0.00	£0.00	
05/07/2021 12:00	U	-10000.00	-5000.00	-5000.00	-2500.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 12:30	U	-10000.00	-5000.00	-5000.00	-2500.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 13:00	U	-10000.00	-5000.00	-5000.00	-2500.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 13:30	U	-10000.00	-5000.00	-6000.00	-3000.00	2000.00	5000	80%	80%	2000.00	£0.050	£0.000	£0.00	£100.00	
05/07/2021 14:00	U	-15000.00	-7500.00	-10000.00	-5000.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 14:30	U	-15000.00	-7500.00	-10000.00	-5000.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 15:00	U	-15000.00	-7500.00	-10000.00	-5000.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 15:30	U	-10000.00	-5000.00	-5400.00	-2700.00	2300.00	5000	92%	92%	2300.00	£0.200	£0.000	£0.00	£460.00	
05/07/2021 16:00	U	-5000.00	-2500.00	-2000.00	-1000.00	1500.00	5000	60%	60%	1500.00	£0.050	£0.000	£0.00	£75.00	
05/07/2021 16:30	U	0.00	0.00	2000.00	1000.00	1000.00	5000	40%	40%	1000.00	£0.050	£0.000	£0.00	£50.00	
05/07/2021 17:00	U	5000.00	2500.00	4000.00	2000.00	0.00	5000	0%	0%	0.00	£0.000	£0.000	£0.00	£0.00	
05/07/2021 17:30	U	10000.00	5000.00	16000.00	8000.00	3000.00	5000	120%	120%	2750.00	£0.200	£0.150	£375.00	£550.00	
05/07/2021 18:00	U	15000.00	7500.00	20000.00	10000.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 19:00	U	15000.00	7500.00	20000.00	10000.00	2500.00	5000	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00	
05/07/2021 19:30	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	
05/07/2021 20:00	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	
05/07/2021 20:30	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	
05/07/2021 21:00	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	
													£4,500.00	£5,235.00	
Max power (kW)		20000													
Min perf threshold (%)		90%													
Max perf threshold (%)		110%													
Availability fee (£/kWh)		£0.150													
Utilisation fee (£/kWh)		£0.200													
Under-performance util fee (£/kWh)		£0.050													

6. Tender for services

- 6.1 In line with annex 2 section 2, "Tender for services via csv", ahead of the tender, the Company will make information available to Providers about the forthcoming tender. An example of an outline of information on upcoming tenders is given below:

Tender for Services - Outline																	
Call off contract period (Start date)		01/04/2025						Period over which the call-off contract will apply (start and end date)						End date		31/03/2025	
Deadline for FSP response		30/01/2024						Specific date (usually ~ 2 weeks after issue of tender)									
Zone	Licence Area	Service	Service Response Direction	Minimum Capacity	Maximum Capacity	Estimated Market Value	Year	Service Window	Service Seasons	Expected Days/season	Hours per day for each season	Forecasted Availability Hours for the year					
				MW	(MW)	(£)				(#)	(Hours)	(Hours)					
E.g.	Amersham	SEPD Operational Utilisation + Variable Availability (Secure)	GTU/DTD	0.01	1	2,000.00	2025/26	17:00 - 19:00	Spring/Autumn	2	7	14					
	Amersham	SEPD Operational Utilisation + Variable Availability (Secure)	GTU/DTD	0.01	1.00	2,000.00	2025/26	14:00 - 16:00	Winter/Spring/Autumn	2	6	12					

7. Call Off Submission Form

- 7.1 In line with annex 2 section 2, Call Off Submission Form to be submitted by the Provider. An example is given below:



Call off Bid Submission Form - Outline Document

This form should be used by the Provider at the Call Off Bid stage to submit information about the site, DER and pricing information to the Company

Provider:

Operational Contact Details:

Provider's Response:

Zone	Service	Type	Service Response Direction	Asset	Maximum Capacity Offered (MW)	Availability Price (if applicable) (£/MWh)	Utilisation Price (£/MWh)	Type of baseline	Minimum run time (minutes)	Year of capacity	
E.g.	Amersham	Operational Utilisation + Variable Availability (Secure)	EV Charger	GT U/D/TD	Asset 1	0.01	30	325	Nominated	30	2024/25
	Amersham	Operational Utilisation + Variable Availability (Secure)	Battery	GT U/D/TD	Asset 2	0.02	25	250	Historical	3	2024/25