**DATED 1 JUNE 1998**

**The DISTRIBUTION BUSINESSes as named herein**

- and -

**The SUPPLIERs as named herein**

- and -

-

**MRA Service Company Limited**

**MASTER REGISTRATION AGREEMENT**

**Version [          ]**

**Release Date**

**[          ]**

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Version Control

| **Version** | | **Date of Release** | | **MCP Number** | **MCP Title** | **Affected Clauses/Schedules** | **Effective Date** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 9.0 | | 01/04/05 | | 155 | MRA changes for BETTA | Amendments to various Clauses to reflect the application of the BSC across Great Britain.  Clauses 6 and 7 amended to reflect SESL’s ongoing involvement in MEC and the MRA Forum as restricted to matters affecting SAS Run-Off. | 01/04/05 |
| 9.0 | | 01/04/05 | | 156 | Housekeeping changes to the MRA | Clause 6.2.9 amended to reflect approval of Distribution Businesses as well as Suppliers.  Clause 3.4 and definitions relating to Pool Run-off removed.  Clause 6.6A removed as it is time bound. | 01/04/05 |
| 9.0 | | 01/04/05 | | 157 | Revision of MRA Reporting Requirements for Settlement Purposes | Clause 27 and Schedule 15 updated to reflect that the requirement for a number of the reports has been superseded. | 01/04/05 |
| 9.1 | | 30/06/05 | | 147 | Provide for procedures under the MRA to process PPM Customer transactions | Add new Clause 53 to require Suppliers to assign a PPMIP and to procure that a PPMIP will act in accordance with the MRA Agreed Procedure supporting the Allocation of PPM Payments Transacted Against an Incorrect Device (MAP14) | 30/06/05 |
| 9.1 | | 30/06/05 | | 151 | CTP: Agent Appointment Changes. | Clause 29.1 amended to add an obligation to the MRA that the de-appointment of agents must be within specified timescale where the Old Supplier has raised a Notice of Objection. | 30/06/05 |
| 9.1 | | 30/06/05 | | 154 | Amendment to the MRA Forum proxy form so that a party may indicate No Interest | Proxy form in Clause 7.8 amended to allow for a declaration of interest. Definition of ‘No Interest’ changed to ‘Deemed No Interest’ and reflected in Clauses 7.17 and 7.22. | 30/06/05 |
| 9.2 | | 03/11/05 | | 162 | Revise reporting requirements in Clause 27.4 | Amend requirement in Clause 27.4 such that reports are triggered only on a request from MEC or a Supplier | 22/07/05 |
| 9.2 | | 03/11/05 | | 158 | Introduce a requirement for a central enquiry service, available via the internet, comprising information sourced from MPAS as well as Suppliers | Add new Clause 31 to introduce the requirement for ECOES (the Electricity Central Online Enquiry Service)  New definition and new entry in Schedule 3 Event Log | 03/11/05 |
| 9.2 | | 03/11/05 | | 161 | Clarification of wording in Clause 31.6.1 and 31.6.2 | Clauses 31.6.1 and 31.6.2 amended to clarify the meaning of ‘that date’ as relating to the date of request by the auditor. | 03/11/05 |
| 9.2 | | 03/11/05 | | 166 | Amend reference to 8mm DAT tape in Clause 45.6 | Clause 45.6 amended to reference that a mutually agreed data transfer medium should be used when the DTN is unavailable. | 03/11/05 |
| 9.3 | | 23/02/06 | | 165 | Change to Schedule 15 ‘Report Requirements’ to include MPAN Address information | Paragraph 2 of Schedule 15 amended to include address information in the report requirements. | 15/01/06 |
| 9.3 | | 23/02/06 | | 159 | Introduction of MRA obligation for Old Supplier to send “Notification of Old Supplier Information” flow (D0311) for losses. | New clause 29.2 to add an obligation for the Old Supplier to send a ‘Notification of Old Supplier Information’ flow to the New Supplier during the Change of Supplier process for Domestic Premises.  New Entry in Schedule 3 (Event Log). | 23/02/06 |
| 9.3 | | 23/02/06 | | 168 | Provide guidance on printing multiple Supply Numbers | Schedule 5 (Supply Number Format) revised to provide guidance on printing multiple Supply Numbers on a customer’s bill. | 23/02/06 |
| 9.4 | | 29/06/06 | | 169 | MRA Changes for SAS Termination | Amendments to various Clauses to remove references to SESL and the Settlement Agreement for Scotland. | 31/03/06 |
| 9.4 | | 29/06/06 | | 170 | Amendment to Clause 31 to reflect ECOES set-up fee for new Distribution Businesses | Clause 31 updated to reflect set-up fee for new Distribution Businesses in order for data relating to their Metering Points to be included in ECOES. | 01/04/06 |
| 9.4 | | 29/06/06 | | 167 | Change to Clause 27.1 to replace the current quarterly MPAN/ Address CD-Rom with a monthly MPAN/ Address/MSN DVD-Rom sourced from ECOES | Clause 27.1 updated to reflect sourcing of the report from ECOES and increase in frequency from quarterly to monthly. | 29/06/06 |
| 9.5 | | 02/11/06 | | 171 | MRA and BSC Governance following Events of Default | Definition of the term “BSC Resolution” added to Definitions and Interpretations. Clause 36.9 amended such that if a resolution is passed by the BSC Panel withdrawing the right of a party to register Metering Systems, that party shall also have their entitlement to Services and their ability to vote under the MRA withdrawn. | 01/08/06 |
| 9.5 | | 02/11/06 | | 175 | Update references to Use of System Agreements (UoSAs) to their replacement the Distribution Connection & Use of System Agreement (DCUSA) & provide a copy of the MRA Clause 27.6 MPAN Report to the DCUSA Panel | Clauses 1, 2.3, 33.5 and 36.1 updated to reflect these changes. | 05/10/06 |
| 9.5 | | 02/11/06 | | 173 | Distribution Business Access to ECOES DVD | Update to Clause 27.1 to state that Distribution Businesses should receive the report as well as Suppliers. | 02/11/06 |
| 9.6 | | 01/08/07 | | 179 | New entrants operating from outside the UK. | Clause 11.1 amended so that MEC may recover appropriate costs where entry processes relate to a location outside the UK. | 20/07/07 |
| 9.6 | | 01/08/07 | | 177 | Updating the MRA to reflect the moving of aspects of Objections to the Electricity Supply Licence | Definitions and Interpretations: ‘Customer Requested Objection’; 16.1 - 16.3; 16.5; 16.7; 16.8; 16.13; 18.3; 18.5; 18.9; 18.10; 30.1; 30.2 | 01/08/07 |
| 9.6 | | 01/08/07 | | 178 | Updating the MRA in line with the revised Electricity Supply Licence | ‘Introduction’ (C); Definitions and Interpretations: ‘Last Resort Direction’, licensed Supplier’, ‘SoLR’; 15.11; 26.1; 26.3, 26.4 | 01/08/07 |
| 9.7 | | 01/11/07 | | 176 | MRA Change to reflect changes to the scope of Re-Qualification | 11.12; 11.12.1; 11.12.2 | 23/08/07 |
| 9.7 | | 01/11/07 | | 180 | Changes to the MRA to reflect changes to the BSC to be introduced by BSC Approved Modification P197 (SVA Qualification Processes Review) | 1 ‘Definitions and Interpretations’; 2.1.1; 12.2; 13.3 | 23/08/07 |
| 9.7 | | 01/11/07 | | 181 | Clarifying costs incurred by New entrants operating from outside the Great Britain | 11.1.2 | 16/08/07 |
| 9.8 | | 26/06/08 | | 182 | Removal of Power Systems MPRS Validation Rules (SP Manweb and SP Distribution) | Schedule 14 | 26/06/08 |
| 9.8 | | 26/06/08 | | 183 | Clarification of Use of the Change of Tenancy Indicator | 16.2 | 26/06/08 |
| 9.9 | | 06/11/08 | | 185 | Revised Processes for Events of Default and Breaches of the MRA | Clauses 1.1; 3.2; 6.19; 6.30; 6.30.1; 6.30.2 6.32 - 6.34; 6.42 - 6.44; 6.50; 6.51; Clause 36 | 21/07/08 |
| 9.9 | | 06/11/08 | | 187 | Changes to Articles of Association | Schedule 11 | 06/11/08 |
| 9.9 | | 06/11/08 | | 188 | Changes in response to Ofgem’s review of the Standard Conditions of the Electricity Distribution Licence | Opening statements A & B;  Definitions and Interpretations; Clauses 33.1, 33.3 – 33.5, 34.7, 38.4, | 06/11/08 |
| 9.10 | | 05/11/09 | | 190 | Change to MPRS Validation Rules | Schedule 14 | 05/11/09 |
| 9.11 | | 04/11/10 | | 192 | Change to MPRS Validation Rules for Unmetered Supplies | Schedule 14 | 04/11/10 |
| 9.11 | | 04/11/10 | | 193 | Amendments to Schedule 5 of the MRA – Supply Number Format | Schedule 5 | 23/09/10 |
| 10.0 | | 01/10/12 | N/A | Modifications for the Green Deal Central Charge Database as mandated by the Secretary of State | Recital (A), Definitions, 417 to 4.24, 6.2.13, 6.2.14, 6.33, 6.37A, 6.43A, 8.2, 8.8, 8.9, 9.4A, 9.5.1, 9.8, 9.16, 9.18A to 9.18D, 9.19, 9.20, 9.25, 15.5.4, 16.7, 18.14, 18.15, 21.1A, 24.13.2, 30.1, 30.2, 40.1, Part XIV (55.1 to 55.8), Part 5 of Schedule 1, Schedule 2, Schedule 6 (16.7), Schedule 11 (3.4). | 24/09/12 |
| 10.1 | | 08/01/13 | N/A | Further modifications relating to the Green Deal Central Charge Database as mandated by the Secretary of State | Definitions, 5.4 to 5.9, 6.2.13, 6.19, 6.52, 8.8, 9.19, 9.20, 9.25, 32, 35.2.2, 54.1, 55.1.2, 55.6, 55.8 to 57.4, Part 5, Schedule 11.3.4, addition of Schedule 15, parties updated. | 08/01/13 |
| 10.2 | | 28/02/13 | 198  200 | Use of the Change of Tenancy Flag v.1; Replacement Wording Use of Change of Tenancy Flag v1.1 | Clauses 15.3, 15.31 and 15.7; Clause 15.3.1 | 28/02/2013  28/02/2013 |
| 10.3 | | 07/11/13 | 0199 | Consequential changes to the MRA to meet the SMIP (SMRG WG4) requirements related to Registration | Definitions, Schedule 2, Schedule 3, Schedule 13, Schedule 14, Schedule 22, Schedule 23, Schedule 25, Schedule 33, Schedule 14 | 07/11/13 |
| 10.4 | | 31/12/13 | | 204  207 | Amendments to the MRA for compliance with the legislation of the Code Governance Review (Phase 2)  Code Governance Review (Phase 20 - Code modification decision appeal provision | |  |  | | --- | --- | | Amended Clauses | 1.1,6.47, 7.26, 9.8, 9.12, 9.18B, 9.19, 6.56, 9.20, | | New Clauses | 7.27, 7.28, 7.29, 7.30, 9.6A, 9.19A, 9.19B, 6.56A | | Amend Schedules | 12 |   Amend Clause 7.30.2 |  |
| 10.5 | | 27/02/2014 | | 205  208 | Update MRA Clause 24 to reflect updated MPAD Data Item referencing as per Schedule 2 in MRA CP 0199  Review of MRA to reflect updated MPAD Data Item referencing as per MRA CP 0199 | Clause 14.15, 24.9, 24.13.2, 24.23.1  Definitions, Schedule 3, Schedule 13 (Clause 2, 24.2.1, 24.13.4, 27.10) | 27/02/2014 |
| 10.6 | | 26/06/2014 | | 209  213 | Amending Objection Resolution Period  Remove obsolete references to BSC Code Subsidiary documentation from MRA v1.1 | Definitions  Definitions, Clause 29.3. | 26/06/2014 |
| 10.7 | | 22/07/2-14 | | 214 | Introduction of Materiality Testing to MRA v.1.1 | Clause 9.5 | 23/07/2014 |
| 10.8 | | 06/11/2014 | | 210  211  216  218 | Allow Registration to start in cooling-off period v1.1  New clauses to section 15 of the MRA v2.1  Housekeeping updates to contact details on the MRA v1.1  EU Third Package – Authority Powers | Clauses 15.2, 15.12 and 20.3  New Clauses 15.16, 15.17 to 15.17.3 and 15.18 to 15.21. Update to Clauses 16.10,1 and 18.10.1 to 18.10.3.  Clause 24 and Part 2 GDCC Access Agreement.  Clause 1.1, introduce Clauses 9.18E to 9.18I and amend 9.19 and 9.20. | 06/11/2014 |
| 10.9  10.9 | | 26/02/2015  26/02/2015 | | 217  224  225  219  220  221  222  223 | Amendments to Derogation  Clarifying GDIPs and IIPs ability to raise Change Proposals  Amendments to the Legal Drafting of the EU Third Package  GDC01 - Amending the obligation to audit the GDCC Compliance Statements  GDC02 - Defining GDCC Access Agreement expiration  GDC03 - Time period for GDCC Service Provider to consider changes to GDCC Access Agreement  GDC04 - MRASCO Address Change in GDCC Access  GDC05 - Housekeeping Changes to GDCC Access Agreement | Update to Clauses 1.1 and 41. New Clause 6.37B.  Update to Clauses 1.1, 9.7, 9.15 and 9.18A.  Updates to Clauses 9.18I, 9.18I.2, and 9.20.  Update to Schedule 15, Part 2.  Update to Schedule 15, Part 2.  Update to Schedule 15, Part 2.  Update to Schedule 15, Part 2.  Update to Schedule 15, Part 2. | 26/02/2015  26/02/2015 |
| 11.0 | | 25/06/2015 | | 227  228  230 | Amendments to the MRA to introduce the concept of Materiality to GD Changes  Amending the MRA to introduce a debt recovery process  Cross referencing MAPs in the MRA document | Update to Clause 9.18D.  New Clause 8.14.  Update to Clauses 1.1, 11.3, 11.12.1, 14.15, 16.3.1, 18.8, 40.3.1 and 54.2. New Clauses 6.58, 21.7 and 42.6. | 25/06/2015 |
| 11.1 | | 03/07/2015 | | 231 | Amendments to reflect the introduction of MRA Objectives into the Electricity Distribution Licence | Update to Clauses 1.1, 6.47.1, 6.47.2, 7.26.1, 7.26.2 and 7.27.2. New Clause 5A. | 03/07/2015 |
| 11.2 | | 05/11/2015 | | 233 | Amending the MRA to reference the MDB Constitution | Update to Clause 1.1  New Clause 6.53A | 05/11/2015 |
| 11.3 | | 25/02/2016 | | 232  237 | MRA amendments following a post implementation review of materiality testingv1.1  Amend MRA schedule 3 to reference the correct method for sending D0301 Data Flows | Update to Clause 1.1, 6.2.1, 9.5, 9.5A, 9.20 and 9.25.  Removal of Clause 9.6A  New Clause 9.20A to 9.20F  Amend Schedule 3 | 25/02/2016 |
| 11.4 | | 30/06/2016 | | 283  240  241  243 | Update MRA Schedule 3 to include registration withdrawal  Allowing Updates to MRA Party Contact Details to be Co-ordinated through the MRA Secretariat  Removal of references to the UPRN from the MRA  Update MRA Schedule 14 to reflect the latest version of the MPRS validation rules to version 6.7 | Update to Schedule 3  Updates to Clauses 42.4, 42.5, 47.2  Removal of references to MPAD data item 9B from the main MRA body and addition of a footnote to MPAD entry 9B  Update to Schedule 14 | 30/06/2016 |
| 11.5 | | 03/11/2016 | | N/A | Update to the MRA following MRA CP 0246 | Schedule 13, Schedule 3, MRA Clauses 27.10-27.11, MRA Clause 25, MRA Clause 24.22, MRA Clause 24.13.4, MRA Clause 23, MRA Clause 22 and MRA Clause 1.1 | 03/11/2016 |
| 11.6 | | 23/02/2017 | | 244  248 | Extending permission to use Confidential Information pursuant to the DTSA  Update to take into account changes to SLC 23 following Ofgem’s Code Governance Review (Phase 3) | MRA Clause 38.2.1  Update to Clauses 1.1, 9.18E, 9.18H, 9.18I, 9.18J, 9.19, 9.19B, 9.27 and 9.31 | 23/02/2017 |
| 11.7 | | 29/06/2017 | |  |  |  | 29/06/2017 |
| 11.8 | | 02/11/2017 | | 250 | Update MRA Schedule 14 to reflect the latest version of the MPRS validation rules | Schedule 14 | 02/11/2017 |
| 12.0 | | 14/06/2018 | | 254 | Update Data Protection Legislation and Changes to General Data Protection Obligations (clauses 38.8) | Clause 38 | 14/06/2018 |
| 12.1 | | 01/11/2018 | | 253 | Update to reflect MAP05 amendment introduced by MAP CP 0296 and MRA CP 0253 | Update Clause 11.3 | 01/11/2018 |
| 12.2 | | 27/06/2019 | | 256 | New Data Items and Data Flow for maintaining Related Metering Points |  | 27/06/2019 |
| 258 | ET Performance Assurance Powers |  |
| 259 | ET Performance Assurance Reporting Obligation |  |
| 12.3 | | 01/082019 | | 261 | Consequential changes to MRA Schedule 2, Schedule 3 and Schedule 14 | Update to Schedule 2, Schedule 3 and Schedule 14 | 01/08/2019 |
| 12.4 | | 07/11/2019 | | 264 | Correction to DTC Reference for Related Meter Group Update in Schedule 3 | Update to Schedule 3 | 07/11/2019 |
| 12.5 | | 31/01/2020 | | 260 | Amendments to the MRA to reflect the United Kingdom’s withdrawal from the European Union without a deal |  | 31/01/2020 |
| [          ] | | [          ] | | [          ] | [          ] | [          ] | [          ] |

**THIS AGREEMENT** is made on TBC

**BETWEEN:**

1. **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 1 of Schedule 1
2. **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Part 2 of Schedule 1

**MRA SERVICE COMPANY LIMITED**, (registered no. 3490321) whose registered office is at 8 Fenchurch Place, London, EC3M 4AJ (**"MRASCO"**)

**WHEREAS:**

1. Prior to the changes introduced by the Retail Code Consolidation Significant Code Review on 1st April 2021, Condition 23 of the Electricity Distribution Licence provided that this Agreement shall be between all licensed Distributors, all licensed Suppliers requiring metering point administration services and the electricity Settlement body, and that this Agreement should provide *inter alia*:
   1. terms for the provision of metering point administration services;
   2. provisions and procedures in relation to changes of electricity suppliers in respect of any premises;
   3. a data transfer catalogue;
   4. arrangements for the variation of this Agreement;
   5. provisions by virtue of which specified parts of this Agreement shall not be capable of variation without the prior approval of the Authority;
   6. such other matters as may be appropriate for the development, maintenance and operation of an efficient system for the supply of electricity; and
   7. provisions to facilitate, and procedures and practices to be followed in relation to, the establishment, operation, and maintenance of the Central Charge Database.
2. Condition 23 of the Electricity Distribution Licence provided that each Distribution Business licensee is required to be a party to and comply with the provisions of this Agreement.
3. Condition 11.2(a) of the Electricity Supply Licence provided that each Supplier licensee is required to be a party to and comply with the provisions of this Agreement.
4. Each Distribution Business and each Supplier has accordingly agreed to enter into this Agreement on the basis of the terms and conditions set out below.
5. The BSC Agent had agreed to enter into this Agreement as trustee and agent for BSC Trading Parties.
6. Following the changes introduced by the Retail Code Consolidation Significant Code Review on 1st April 2021, the BSC Agent were no longer required as a party to this Agreement.

PART I: PRELIMINARY

# **DEFINITIONS AND INTERPRETATION**

* 1. Definitions in this Agreement:

|  |  |  |
| --- | --- | --- |
| **“Act”** | means the Electricity Act 1989 as amended by the Utilities Act 2000 and the Energy Act 2004, as amended from time to time and all subordinate legislation made under it; | |
| **“Affiliate”** | in relation to any party, means any holding company of that party, any subsidiary of that party or any subsidiary of a holding company of that party, in each case within the meaning of Sections 736, 736A and 736B of the Companies Act 1985; | |
| **“Authorised Electricity Operator”** | has the meaning given to that term in the Electricity Distribution Licence and Electricity Supply Licence; | |
| **“Authority”** | means the Gas and Electricity Markets Authority established by Section 1(1) of the Utilities Act 2000 | |
| **“Balancing and Settlement Code” or “BSC”** | means the document designated by the Secretary of State and adopted by NGC as the BSC pursuant to Condition 7A of the Transmission Licence, and as given contractual force by the BSC Framework Agreement; | |
| **"Board" or “MRASCO Board”** | means the board of directors of MRASCO; | |
| **“BSC Framework Agreement”** | has the meaning given to that term in the Transmission Licence; | |
| **"CDD Effective Time"** | has the meaning given to that term in Clause 59 | |
| **"CDD Notice"** | has the meaning given to that term in Clause 59 | |
| **“Change Procedures”** | means those procedures agreed and issued by MRASCO Board pursuant to Clause 9 | |
| **“Change Proposal”** | means a notice in writing from any party, in accordance with the Change Procedures (excluding a notification of a SoS Modification) suggesting a modification to this Agreement. | |
| **"Change Report"** | means a written report, in the form published by MRASCO Board from time to time, on a Change Proposal which shall include an assessment and detailed explanation of whether the Change Proposal would, and if so how, better facilitate the requirements achievement of the Objectives as defined in Clause 9.7. | |
| **"Close Down Date"** | has the meaning given to that term in Clause 59; | |
| **“Competent Authority”** | means the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official, or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Union; | |
| **“Confidential Information”** | means, in relation to a party, all data or other information supplied to that party by another party under or pursuant to the provisions of this Agreement; | |
| **Contract Manager** | Means the person appointed by each party to manage all matters arising under or in connection with this Agreement and to its monitor the general operation. | |
| **“Customer”** | means any person supplied or entitled to be supplied with electricity by a Supplier but shall not include any Authorised Electricity Operator in its capacity as such; | |
| **“Data Protection Legislation”** | Means:   1. the Data Protection Act (1998) (the DPA), and any subordinate regulations and secondary legislation as amended or updated from time to time; 2. EU Regulation 2016/679, which is known as the General Data Protection Regulation (the GDPR).and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time; and 3. any successor legislation to the DPA or GDPR; | |
| **“Disclose”** | means disclose, reveal, report, publish or transfer and **"Disclosure"** shall be construed accordingly; | |
| **“Dispute”** | has the meaning given to that term in Clause 40.1; | |
| **“Disputes Committee”** | has the meaning given to that term in Clause 40.3; | |
| **“Disputes Committee Procedures”** | means those procedures agreed and issued by MRASCO Board pursuant to Clause 40.3; | |
| **“Disputing Party”** | has the meaning given to that term in Clause 40.2; | |
| **“Distribution Business”** | means an entity whose name is set out in Part 1 of Schedule 1 | |
| **“Distribution Connection and Use of System Agreement” or “DCUSA”** | means the agreement of that name established pursuant to Condition 22 of the Electricity Distribution Licence; | |
| **“Distribution System”** | has the meaning given to that term in the Electricity Distribution Licence; | |
| **“Electricity Distribution Licence”** | means a licence to distribute electricity granted by the Authority under Section 6(1)(c) of the Act; | |
| **“Electricity Supply Licence”** | means a licence to supply electricity granted by the Authority under Section 6(1)(d) of the Act; | |
| **“Files”** | means one or more Messages; | |
| **"Final Quarter"** | the period of three months or less:   1. beginning on the date immediately following the end of a Quarter (for the purposes of paragraph (i) of that definition); and 2. ending on the date which MRASCO anticipates will be the Close Down Date; | |
| **“Financial Year”** | means the period from 1st April to 31st March each year, provided that the final Financial Year shall, in the event of termination of this Agreement otherwise than on the anniversary of the last day of the first Financial Year, be such shorter period as shall end on the date of termination; | |
| **“Force Majeure”** | means any event or circumstance which is beyond the reasonable control of any party (or, in the case of a Distribution Business, a party’s Appointed MPAS Agent) and which results in or causes the failure of that party to perform any of its obligations under this Agreement, provided that neither any failure by a party to a Services Agreement to perform any of its obligations under that Services Agreement nor lack of funds shall not be interpreted as a cause beyond that party’s reasonable control; | |
| **“General Meeting”** | means a general meeting of the MRASCO shareholders as defined in Schedule 16 | |
| **“Good Industry Practice”** | means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances; | |
|  |  | |
| **“licensed Distributor”** | means any holder of a Distribution Licence | |
| **“licensed Supplier”** | means any holder of an Electricity Supply Licence; | |
| **“Metering Point”** | means the point at which a supply to (export) or from (import) a Distribution System and/or Transmission System: is or is intended to be measured; orwhere metering equipment has been removed, was or was intended to be measured; orin the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured, where in each case such measurement is for the purposes of ascertaining the Supplier's Settlement liabilities under the Balancing and Settlement Code; | |
| **“MRASCO”** | means the MRA Service Company Limited; | |
| **"MRASCO Articles"** | the articles of association of MRASCO from time to time; | |
| **"MRASCO SHA"** | means the shareholders' agreement in respect of MRASCO, as set out:   1. prior to the CDD Effective Time, in Schedule 11; and 2. following the CDD Effectiuve Time, in Schedule 16 | |
| **"MRASCO Wind Up Activities"** | means all activities which the MRASCO Board (as defined in the MRASCO SHA) consider it necessary or desirable to undertake following the CDD Effective Time in order to procure the winding up of the affairs of MRASCO, including activities in connection with:   1. the sale, transfer or other disposal of any assets of MRASCO; 2. the payment, performance, settlement, compromise and / or transfer of any MRASCO Wind Up Costs and any other obligations of MRASCO (however arising and, in particular, whether (a) actual, future or contingent and (b) arising in contract, tort, equity, statute or other applicable law or regulation or otherwise); 3. the distribution or other payment of any funds or other assets to the Shareholders (as defined in the MRASCO SHA) in accordance with the terms of the MRASCO SHA and the MRASCO Articles | |
| **"MRASCO Wind Up Costs"** | means:   1. all costs, expenses and liabilities incurred (and / or to be incurred) in connection with any MRASCO Wind Up Activities; and 2. all liabilities of MRASCO (however arising and, in particular, whether (a) actual, future or contingent and (b) arising in contract, tort, equity, statute or other applicable law or regulation or otherwise) as at the CDD Effective Time; | |
| **“Party”** | means each of the Distribution Businesses, the Suppliers and the BSC Agent but, except where the context requires, shall not include MRASCO, and "parties" shall be construed accordingly; | |
| **“Premises”** | has the meaning given in section 64 of the Act; | |
| **“Quarter”** | means either:   1. the period of three calendar months ending on a Quarter Day; or 2. the Final Quarter; | |
| **“Quarter Day”** | means each or as the context may require any or a particular one of 31st March, 30th June, 30th September and 31st December or where the Quarter Day is not a Working Day, the next Working Day thereafter; | |
| **“Registered”** | means the recording on the relevant MPAS Registration System of a Supplier as being responsible for a Metering Point from a particular date and **“Registration”** shall be construed accordingly; | |
| **“Registration System”** | means the information technology system used to hold details of Metering Point Registrations – either CMRS or the MPAS Registration System, as the context requires; | |
| **“Related Undertaking”** | in relation to any party means any undertaking in which that party has a participating interest as defined by section 260 of the Companies Act 1985; | |
| **“Relevant Instruments”** | means:   1. the Act and all subordinate legislation made under the Act; 2. Chapter 1 of Part 1 of the Energy Act 2011 and all subordinate legislation made under it; 3. the Data Protection Act and all subordinate legislation made under it; 4. any Electricity Distribution Licence and any Electricity Supply Licence and any determination or notice made or issued by the Authority pursuant to the terms thereof;   and whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents and other matters which are required, or which a Distribution Business acting in accordance with Good Industry Practice would obtain, in connection with the provision of the Services, of or from any Competent Authority; | |
| **"Relevant Person"** | means a person (other than a party) specified in this Agreement as having the right of appeal against a Non-Authority Approved Change Proposal; | |
| **“Retail Code Consolidation Significant Code Review”** | the review of that name launched by the Authority on 29 November 2019; | |
| **“Retail Energy Code” or “REC”** | means the Retail Energy Code designated by the Authority in accordance with standard condition 11B of the Electricity Supply Licence; | |
| **“Secretariat”** | means the person(s) nominated by MRASCO Board to administer the remaining provisions of this Agreement and associated processes. | |
| **“Secretary of State”** | has the meaning given to that term in the Interpretation Act 1978; | |
| **“Secretary of State (SoS) Modification”** | means a modification to this Agreement arising from the exercise of the Secretary of State’s powers under the Act, or other Relevant Instrument, as amended from time to time; | |
| **"Significant Code Review"** | means a review of one or more matter which the Authority considers likely to:   1. relate to this Agreement (either on its own or in conjunction with one or more other industry codes); and 2. be of particular significance in relation to its principal objective and/or general duties (under section 3A of the Act), statutory functions and /or relevant obligations arising under retained law,   and concerning which the Authority has issued a notice to the parties (among others, as appropriate) stating (i) that the review will constitute a significant code review; (ii) the start date of the review; and (iii) the matters that will fall within the scope of the review; | |
| **"Significant Code Review Phase"** | means the period commencing on the start date of Significant Code Review as stated by the Authority  or the date of a direction issued by the Authority under Condition 23.5(J) of the Electricity Distribution Licence, and ending in accordance with the definition of “Significant Code Review Phase” under Condition 23.12 of the Electricity Distribution Licence; | |
| **“Supplier”** | means an entity whose name is set out in Part 2 of Schedule 1; | |
| **“Transmission System”** | has the meaning given to that term in the Electricity Distribution Licence; | |
| **“Use of System Agreement”** | means the agreement of that name between a Distribution Business and a Supplier pursuant to which the Distribution Business agrees to distribute electricity to the Customers of the Supplier through its Distribution System; | |
| **“Variation”** | means amend, change, novate, vary, waive or supplement or the giving of any waiver, release or consent having the same commercial effect (and **“Varied”** shall be construed accordingly); | |
| **“VAT”** | has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it; | |
| **“Working Day”** | has the meaning given to that term in Section 64 of the Act for England and Wales. | |

* 1. In this Agreement, unless the context requires otherwise, any reference to:
     1. a "person" includes a reference to an individual, body corporate, association or partnership;
     2. the singular shall include the plural and vice versa;
     3. this "Agreement" shall mean this agreement, the Schedules, Annexes and Appendices thereto;
     4. a Clause, Schedule or Part is a reference to a clause of or schedule to or part of this Agreement;
     5. writing includes all methods of reproducing words in a legible and non-transitory form;
     6. any statute or any other subordinate legislation, any other agreement or instrument shall be construed as a reference to that statute, subordinate legislation, other agreement or instrument as amended or re-enacted from time to time; and
     7. references to the masculine gender include the feminine gender.
  2. The headings in this Agreement are for the ease of reference only and shall not affect its interpretation.
  3. In this Agreement, references to "include" or "including" are to be construed without limitation to the generality of the preceding words.

1. Not used
2. Not USED
3. Not USed
4. ENFORCEABILITY OF OBLIGATIONS
   1. T

PART II: GOVERNANCE AND CHANGE CONTROL

1. Not used
2. Not Used







1. not used
2. change control

Procedure

* 1. The parties acknowledge and agree that, notwithstanding any other provision of this Agreement, all Change Proposals shall be dealt with by the following procedure:
  2. Any party, may submit a Change Proposal to MRASCO Board requesting that a change be made for the following purposes:
     1. comply with a change in law or applicable industry regulation;
     2. better facilitate the enduring provisions of this Agreement; or
     3. facilitate the MRASCO Wind Up Activities.

These shall be known as the **Objectives.**

* 1. MRASCO Board may return the Change Proposal to the party who raised it recommending that the party retract or revise the Change Proposal. The party who raised the Change Proposal shall notify the Secretariat whether it accepts or rejects MRASCO Board’s recommendation and the Change Proposal shall proceed accordingly.
  2. Where MRASCO Board receives a Change Proposal pursuant to Clause 9.2, it shall copy such request to all parties. Such notification shall indicate the timescale for submitting comments.
  3. MRASCO Board shall collate and circulate all comments received within the proposed timescale indicated in the notification under Clause 9.4 within 5 Working Days of the submission deadline to all parties.
  4. Once the steps set out in Clauses 9.1 to 9.5 have been completed, MRASCO Board shall convene to consider the the final form of the change and the timing of the implementation as outlined in the Change Proposal. A vote to accept or reject the change shall be based on a simple majority vote. In considering whether to accept or reject a Change Proposal, MRASCO Board shall consider whether the modification would, as compared to the existing provision of this Agreement, better enable this Agreement to achieve the stated Objectives set out in 9.2

**Secretary of State Changes**

* 1. Each of the parties hereby agree that any modification to this Agreement which is directed by the Secretary of State using powers arising from the Act or other Relevant Instrument shall not be considered a Change Proposal and shall be implemented without the application of any other requirements of this Clause 9.

**Appeals**

* 1. Where: a party reasonably believes that a Change Proposal decision made by the MRASCO Board pursuant to Clause 9:

(A) will or is likely to unfairly prejudice the interests of that party;

(B) will cause that party to be in breach of this Agreement or of its licence or the Act;

(C) in the case of an accepted Change Proposal, that the implementation of such approved Change Proposal may not better facilitate the achievement of at least one of the Objectives; or

(D) in the case of a rejected Change Proposal that implementation of such approved Change Proposal may better facilitate the achievement of at least one of the Objectives or provide other sufficient benefit that should be reasonably considered;

that party, as appropriate, may within 10 Working Days of receiving notice of the decision appeal the matter to the Secretariat. MRASCO Board shall then convene a General Meeting tabling the appeal for discussion. The decision of the General Meeting, shall be made by simple majority vote and shall be final and binding.

* 1. MRASCO Board shall be entitled to reject any appeal made on the grounds set out in below if, in its opinion the appeal:
     1. is brought for reasons that are trivial or vexatious or does not have a reasonable prospect of success; or
     2. Where the General Meeting rejects an appeal in accordance with Clause 9.12, then any suspension of an accepted Change Proposal pursuant to Clause 9.11 shall cease.
  2. Where an appeal is validly made in the grounds set out in Clause 9.10 then a General Meeting shall consider the appeal. The General Meeting may determine either that:
     1. the appeal is dismissed, in which case the acceptance or rejection of the Change Proposal in accordance with Clause 9.6 shall stand (and any suspension of an accepted Change Proposal shall cease); or
     2. the appeal is successful, in which case the General Meeting may determine that the acceptance under Clause 9.6 shall be quashed (so that the Approved Change Proposal is deemed rejected) or the rejection under Clause XX shall be quashed (so that the Change Proposal is deemed accepted);

1. NOT USED
2. NOT USED

PART III: NOT USED

1. Not used
2. Not used

1. Not used

PART IV: REGISTRATION SERVICES

1. NOt USED
2. not used
3. Not Used
4. Not Used

1. Not Used
2. Not Used
3. Not Used



1. Not Used
2. Not Used
3. Not Used
4. Not Used Not Used

1. Not Used
2. Not Used

1. Not Used

PART V: NOT USED

1. Not Used

1. Not Used
2. Not Used

PART VI: NOT USED

1. not used

PART VII: NOT USED

1. not used
2. not used

PART VIII: LIQUIDATED DAMAGES PAYMENTS CAP AND LIMITATION OF LIABILITY

1. LIQUIDATED DAMAGES PAYMENTS cap AND LIMITATION OF LIABILITY
   1. Not used.
   2. Subject to Clauses 35.4 and 35.6 and save as provided in this Clause 35.2 and Clause 35.3, no party (the "**party liable**") nor any of its officers, employees, sub-contractors, delegates or agents shall be liable to any other party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:
      1. physical damage to the property of that other party, its officers, employees or agents; and/or
      2. the liability of such other party to any other person for loss in respect of physical damage to the property of any person.

Provided that the liability of any party in respect of claims for such loss arising from any incident or series of related incidents shall in no circumstances exceed £1,000,000.

* 1. Nothing in this Agreement shall exclude or limit the liability of the party liable for death or personal injury resulting from the negligence of the party liable or any of its officers, employees, sub-contractors, delegates or agents and the party liable shall indemnify and keep indemnified any other party, its officers, employees or agents, from and against all such liability which such other party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the party liable or any of its officers, employees or agents.
  2. Subject to Clause 35.6, no party, nor any of its officers, employees, sub-contractors, delegates or agents shall in any circumstances whatsoever be liable to any other party for:
     1. any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
     2. any indirect or consequential loss; or
     3. loss resulting from the liability of such other party to any other person howsoever and wheresoever arising save as provided in Clauses 35.2 and 35.3.
  3. The rights and remedies provided by this Agreement to the parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including any rights any party may possess in tort or delict which shall include actions brought in negligence and/or nuisance. Accordingly, each of the parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the party liable, its officers, employees, sub-contractors, delegates and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.
  4. Save as otherwise expressly provided in this Agreement, this Clause 35 insofar as it excludes or limits liability shall override any other provision in this Agreement provided that nothing in this Clause 35 shall exclude or restrict or otherwise prejudice or affect any of:
     1. the rights, powers, duties and obligations of any party which are conferred or created by the Act, any licence granted pursuant to the Act or any subordinate legislation made under the Act; or
     2. the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any such licence or otherwise howsoever.
  5. Each of the sub-clauses of this Clause 35 shall:
     1. be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such Clauses shall remain in full force and effect and shall continue to bind the parties; and
     2. survive termination of this Agreement.
  6. Each party hereby acknowledges and agrees that each of the other parties holds the benefit of Clauses 35.2, 35.3, and 35.4 for itself and as trustee and agent for its officers, employees, sub-contractors, delegates and agents.
  7. Each party hereby acknowledges and agrees that the provisions of this Clause 35 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date hereof.
  8. For the avoidance of doubt, nothing in this Clause 35 shall prevent or restrict any party enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

1. Not Used
2. NOT USED

PART X: CONFIDENTIALITY

1. confidentiality

General

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

Exceptions to Confidentiality Obligation

* 1. A party shall be entitled to Disclose or use Confidential Information if and to the extent that one or more of the following apply:
     1. the party is required or permitted to Disclose Confidential Information pursuant to the terms of a Nominated Agreement, to the extent of such requirement or permission. A party shall be entitled to Disclose and use Confidential Information in accordance with the terms of the Data Transfer Service Agreement; or
     2. Not Used
     3. the person to whose affairs the Confidential Information relates gives its prior written consent to the Disclosure or use, to the extent of such consent; or
     4. the Confidential Information, before it is furnished to the relevant party is in the public domain; or
     5. the Confidential Information, after it is furnished to the party:

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

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

(C) enters the public domain,

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

* + 1. the party is required or permitted to Disclose Confidential Information to any person:

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

(B) in compliance with any other requirement of law or of a Competent Authority; or

(C) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-Overs and Mergers; or

(D) pursuant to the arbitration rules for the Electricity Arbitration Association or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the party including any disputes committee set up under the terms of this Agreement or the BSC; or

* + 1. the party Discloses Confidential Information to its Affiliates or Related Undertakings, its or its Affiliates or Related Undertakings employees, directors, agents, consultants and professional advisers, or where the party is a Supplier to any Relevant Exempt Supplier in each case on the basis set out in Clause 38.6; or
    2. the party Discloses Confidential Information to the Authority; or
    3. the party is a Distribution Business and the Confidential Information relates to information in respect of a Customer which information the MPAS Provider previously acquired through its Distribution Business to the extent that disclosure is made by that MPAS Provider to the person who supplied electricity to the Customer at the time such information was acquired by the MPAS Provider.
  1. Confidential Information which a party is permitted or obliged to Disclose or use pursuant to Clause 38.2 shall not cease to be regarded as Confidential Information in all other circumstances by virtue of such Disclosure or use.

Distribution Business Provisions

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

Internal Procedures

* 1. With effect from the date of this Agreement each party shall adopt procedures within its organisation for ensuring the confidentiality of all Confidential Information which it is obliged to preserve as confidential under Clause 38.1. These procedures are:
     1. the Confidential Information will be disseminated within the party only on a "need to know" basis;
     2. employees, directors, agents, consultants and professional advisers of the party in receipt of Confidential Information will be made fully aware of the party's obligations of confidence in relation thereto; and
     3. any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.
  2. Each party shall take all reasonable steps to ensure that any person referred to in Clause 38.2.6 to whom the party Discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not Disclose that Confidential Information otherwise than in accordance with this Clause 38.

Affiliate or Related Undertaking

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

Data Protection Act

* 1. Each party warrants that it has effected, and undertakes that it shall (whilst a party to this Agreement) effect and maintain all such notifications and registrations as it is required to effect and maintain under the Data Protection Legislation to enable it lawfully to perform the obligations imposed on it and exercise the rights granted to it by this Agreement.
     1. Each party undertakes to comply with the Data Protection Legislation in the performance of this Agreement, including ensuring that it has a lawful basis for sharing personal data with another Party and that it complies with the Data Protection Legislation in relation to such sharing of personal data.
     2. Each Party shall comply with the Data Protection Legislation as regards the exercise of rights by data subjects for which the Party is the data controller. Unless agreed otherwise in writing at the relevant time, and to the extent any Parties are joint controllers:
        1. each Party shall independently comply with the Data Protection Legislation; and
        2. each Party shall independently inform data subjects about its processing activities and shall refer to the other joint controller in such notices.
  2. Without limiting any other basis for processing which may be available in accordance with the Data Protection Legislation, each party undertakes that, in any case where information to be disclosed by it under this Agreement may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior valid consents so as to enable it, or the Distribution Business as the case may be, to lawfully disclose the information.

MRASCO

* 1. The parties acknowledge that, for MRASCO properly to carry out its duties and responsibilities under this Agreement, MRASCO may decide or be obliged to keep confidential to it matters, reports, data and other information, produced by or for, or made available to or held by, MRASCO and, in any such case, the directors shall neither disclose the same to the category of parties which they represent nor be required by such parties so to disclose. Each of the parties agrees to respect the position of MRASCO and the directors accordingly.
  2. Each of the parties agrees, subject to any relevant confidentiality provision binding on it, to provide MRASCO and the Secretariat with all data and other information reasonably requested by MRASCO and necessary for MRASCO and/or the Secretariat properly to carry out its duties and responsibilities under this Agreement.

PART XI: NOT USED

1. NOT USED

PART XII: DISPUTES

1. DISPUTES

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

Contract Management

* 1. Any party shall refer a Dispute to the Contract Managers, by notice in writing to all other parties to the Agreement who are party to the Dispute (the party referring the Dispute and the other parties to the Dispute each being a **"Disputing Party**"). The Contract Managers of the Disputing Parties shall endeavour to resolve the Dispute between them. The Contract Managers of the Disputing Parties shall have authority to negotiate in relation to and to resolve the Dispute including authority to bind the party nominating them. Subject to the foregoing proviso, the joint and unanimous decision of the Contract Managers of the Disputing Parties shall be binding upon the parties to the Dispute.

Disputes Committee

* 1. MRASCO Board shall constitute a sub-committee ("the **Disputes Committee**") whose rules and procedures:
     1. shall be issued by MRASCO Board from time to time (which procedures shall be subordinate to and shall not be inconsistent with this Clause 40);
     2. shall be subject to and in accordance with the principles set out in Clause 40.6;
     3. shall be binding on the parties so that the parties shall be obliged to and shall comply with their obligations under such rules and procedures and, subject to any subsequent award in any Electricity Arbitration Association ("**EAA**") arbitration in relation to a Dispute or judgement in the event of a Third Party Claim (as defined below), shall be obliged to and shall comply with any decision made by the Disputes Committee pursuant to this Clause 40 and/or such rules and procedures.
  2. The costs of constituting and maintaining the Disputes Committee and the costs of the Disputes Committee in relation to any particular Dispute shall be recovered by MRASCO as costs and expenses of MRASCO in accordance with the provisions of Clause 8.
  3. If the Contract Managers are unable to resolve a Dispute within 10 Working Days of the reference of a Dispute to them then any Disputing Party may refer the Dispute to the Disputes Committee by notice in writing to all Disputing Parties.
  4. The rules of the Disputes Committee shall be subject to and in accordance with the following principles:
     1. The Disputes Committee shall not act as expert or arbitrator;
     2. decisions of the Disputes Committee shall be binding upon the Disputing Parties unless and until one of the Disputing Parties refers the Dispute to arbitration pursuant to clause 40.7;
     3. the Disputing Parties shall be able to make written and oral submissions to the Disputes Committee in relation to all matters of fact and law in relation to that Dispute, including the interpretation and application of this Agreement;
     4. the Disputing Parties shall not be entitled to have legal or other representation before the Disputes Committee provided that nothing in this Clause 40.6.4 or otherwise shall prevent a Disputing Party from adducing any evidence, including expert evidence, before the Disputes Committee, whether that evidence or expert evidence is from the Disputing Party's employee, contractor, sub-contractor, agent or otherwise;
     5. the parties shall be entitled, but not obliged, to take legal or other advice when preparing submissions or evidence for the Disputes Committee;
     6. the Disputes Committee shall be entitled to make such enquiries into matters of fact and law and take such advice in relation to such matters as it sees fit;
     7. subject to rules and procedures made or amended from time to time by MRASCO, the Disputes Committee shall be entitled to regulate its own procedure and in particular, subject to Clause 40.6.8 and taking into account all of the conditions of the Dispute including its value and the nature, complexity and importance to the Disputing Parties of the issues raised in the Dispute, to act by considering documentary submissions only or by hearing submissions from the Disputing Parties in relation to the Dispute;
     8. MRASCO shall, if it sees fit, specify from time to time classes of Dispute and/or values of Dispute which are only to be considered by the Disputes Committee on a documents only basis or which are to be considered by the Disputes Committee only after hearing submissions from the parties to the Dispute;
     9. where the Disputes Committee hears submissions from the parties to a Dispute, it shall be entitled to regulate the time taken by the parties in making such submissions;
     10. all parties to this Agreement, whether Disputing Parties in relation to a particular Dispute or not, shall co-operate fully with any enquiry from the Disputes Committee, which co-operation shall include attending any hearing of the Disputes Committee that the Disputes Committee may ask a party to attend and providing such evidence or information in relation to a Dispute as a party may hold pursuant to this Agreement or to its obligations under this Agreement;
     11. if a Disputing Party fails or refuses to attend a hearing of the Disputes Committee in relation to the relevant Dispute or fails or refuses to provide information as described in Clause 40.6.10 in relation to the relevant Dispute the Disputes Committee shall be entitled to proceed with its consideration of the Dispute and to make its decision in relation to the Dispute notwithstanding such failure or refusal and to make such adverse inferences from such failure or refusal against that Disputing Party as it sees fit;
     12. all parties shall bear their own costs of and occasioned by the reference of the Dispute to the Disputes Committee and for the avoidance of doubt no charge shall be made by any party for the attendance of any of its employees at the Disputes Committee to give evidence or information or to sit on the Disputes Committee;
     13. any Disputing Party may terminate the proceedings of the Disputes Committee in relation to a particular Dispute by notice in writing to all other Disputing Parties if a Third Party Claim (as defined below) arises before or during the Disputes Committee's proceedings, in which case the Dispute shall be subject to determination by the court and any Disputing Party may commence proceedings before the court pursuant to Clause 40.9;
     14. the Disputing Parties may agree, at any time, to withdraw a Dispute from the Disputes Committee on such terms as the Disputing Parties may agree, including the referral of the Dispute to EAA arbitration;
     15. the Disputes Committee shall have a membership of suitably qualified individuals including a Chairman and Vice-Chairman who shall be available to convene the Disputes Committee;
     16. the members of the Disputes Committee need not be independent of the parties to this Agreement but the members of the Disputes Committee for any given Dispute shall be independent of the Disputing Parties to that Dispute and shall act impartially in relation to the Dispute;
     17. the Disputes Committee shall notify the Disputing Parties and MRASCO in writing of its decision in relation to a Dispute, along with its full reasons for that decision (the decision and the reasons for it together being a "Decision"), within 25 Working Days of the reference of a Dispute to it, following which MRASCO shall prepare and circulate to all parties to this Agreement a summary of the Decision, provided that such summary shall be prepared so that, so far as is possible, no Disputing Party may be identified from it and so that it does not include any commercially sensitive information;
     18. subject to the additional provisions of Clause 40.6.19, and subject to MRASCO’s obligation to circulate summaries of Decisions pursuant to Clause 40.6.17, all information relating to the proceedings of the Disputes Committee shall be Confidential Information and the members of the Disputes Committee shall be required to undertake to keep the proceedings of the Disputes Committee confidential subject to the exceptions and restrictions set out in Clause 38; and
     19. the proceedings of the Disputes Committee and, if the Dispute is referred to arbitration pursuant to Clause 40.7 or to the court pursuant to Clause 40.9, the Decision shall be without prejudice and the parties shall not call any member of the Disputes Committee to give evidence at any arbitration or in any litigation before any court of competent jurisdiction save to enforce a Decision.

Arbitration

* 1. Following notification of the Disputes Committee's Decision in relation to a Dispute pursuant to clause 40.6.17, or upon the failure of the Disputes Committee to notify the Disputing Parties of its Decision pursuant to Clause 40.6.17 within 25 Working Days of the reference of the Dispute to it, any Disputing Party may refer the Dispute to arbitration pursuant to the arbitration rules of the EAA within 15 Working Days after the date of notification of the Decision or within 15 Working Days after the date by which the Disputes Committee ought to have but failed to notify the Disputing Parties of its Decision.
  2. Whatever the nationality residence or domicile of any Disputing Party and wherever the Dispute or any part thereof arose the law of England shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such arbitration shall be England and Wales and the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.
  3. Subject always to clause 40.11, if any consumer of electricity (the "Consumer") brings any legal proceedings in any court against any party (the "Defendant Party") and the Defendant Party wishes to make a Third Party Claim (as defined in clause 40.10) against another party which would but for this clause 40.9 have been a Dispute referred to arbitration by virtue of clause 40.7 then, notwithstanding the provisions of Clause 40.7 which shall not apply and in lieu of arbitration, the court in which the legal proceedings have been commenced shall hear and completely determine and adjudicate upon the legal proceedings and the Third Party Claim not only between the Consumer and the Defendant Party but also between either or both of them and the other party whether by way of third party proceedings or otherwise as may be ordered by the court.
  4. For the purposes of this clause 40 "**Third Party Claim**" shall mean:
     1. any claim by a Defendant Party against another party (whether or not already a party to the legal proceedings) for any contribution or indemnity; or
     2. any claim by a Defendant Party against another party for any relief or remedy relating to or connected with the subject matter of the legal proceedings and substantially the same as some relief or remedy claimed by the Consumer; or
     3. any requirement by a Defendant Party that any question or issue relating to or connected with the subject matter of the legal proceedings should be determined not only as between the Consumer and the Defendant Party but also as between either or both of them and the other party (whether or not already a party to the legal proceedings).
  5. Clause 40.9 shall apply notwithstanding the reference of the Dispute to the Disputes Committee but, subject thereto, only if at the time the legal proceedings are commenced no arbitration has been commenced between the Defendant Party and the other party raising or involving the same or substantially the same issues as would be raised by or involved in the Third Party Claim. The tribunal in any arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.
  6. Notwithstanding the provisions of the rest of this Clause 40, any party may apply at any time to any court of competent jurisdiction for any emergency interim interlocutory relief as may be necessary.

PART XIII: MISCELLANEOUS

1. NOT USED
2. CONTRACT MANAGEMENT

Each party shall appoint an appropriate person (each a “**Contract Manager”** and together the “**Contract Managers**”) to manage all matters arising under or in connection with this Agreement and to monitor the general operation of this Agreement.

* 1. Each Contract Manager appointed by a party shall ensure that procedures are in place in respect of that party to ensure that there is adequate support for operations provided under this Agreement and timely resolution of problems that may occur including a point of contact to process and resolve such problems.
  2. Not used.
  3. Each party shall notify the the Secretariat of the name and contact details of the Contract Manager appointed by it for the purposes of this Agreement from time to time. The Secretariat shall make the provided name and contact details available to other parties on the MRASCo website.

1. ENTIRE AGREEMENT
   1. This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.
   2. Each party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, no party has relied on any representation, warranty or undertaking which is not contained in this Agreement or any document referred to herein.
2. SEVERABILITY
   1. If any provision of this Agreement shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority (including the Authority) whose decisions shall be binding on the parties, the same shall be deemed to be severable and the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Agreement.
3. WAIVERS
   1. The failure by any party to exercise, or the delay by any party in exercising, any right, power, privilege or remedy provided by this Agreement or by law shall not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.
4. not used
5. NOTICES
   1. Unless otherwise stated in this Agreement, a notice, request or other communication sent in accordance with Clause 47.2 shall be deemed received:
      1. if delivered by hand, when left at the address referred to above;
      2. if sent by post, 2 Working Days after the date of posting; and
      3. if sent by fax, upon production by the sender’s equipment of a transmission report indicating that the fax was sent to the fax number of the recipient in full without error.
6. ASSIGNMENT AND SUB-CONTRACTING
   1. Subject to Clause 48.2, and except as provided elsewhere in this Agreement no party shall assign any of its rights under this Agreement without the prior written consent of all other parties to this Agreement, such consent not to be unreasonably withheld.
   2. Any party may sub-contract or delegate the performance of all or any of its obligations under this Agreement to any appropriately qualified and experienced third party, but shall at all times remain liable to any other party in relation to all sub-contracted or delegated obligations.
7. COUNTERPARTS
   1. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute the same document.
8. GOVERNING LAW
   1. This Agreement is governed by, and shall be construed in accordance with, English law.
   2. Each party agrees that, without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 47 and each party undertakes to maintain such an address at all times in the United Kingdom and to notify the other party in advance of any change from time to time of the details of such address in the manner prescribed in Clause 47.
9. Not USED
10. Not Used
11. Not Used
12. Not Used

PART XIV: NOT USED

1. Not USEd
2. Not Used
3. Not Used

PART XV: NOT USED

1. NOT USED

**PART XVI: CLOSE DOWN ARRANGEMENTS**

1. designation of THE close down date
   1. Subject to the remainder of this Clause 59, **[the Authority]** may designate a date as the "**Close Down Date**" by giving notice (a "**CDD Notice**") of that date to each party to this Agreement.
   2. At any time prior to the occurrence of a Close Down Date designated in a CDD Notice, **[the Authority]** may give notice to each party to this Agreement revoking that CDD Notice, whereupon that CDD Notice shall cease to have any effect. Any notice given pursuant to this Clause 59.2 may **[(at the discretion of the Authority)]** also designate another date as the Close Down Date.
   3. The Close Down Date designated pursuant to this Clause 9 shall be the date immediately prior to the date on which **[the Authority]** anticipates (at the time of giving the relevant CDD Notice) that version 2 of the Retail Energy Code will be implemented pursuant to the Retail Code Consolidation Significant Code Review.
   4. For the avoidance of doubt, any notice given pursuant to this Clause 9 shall be given in accordance with Clause 47.
2. close down of this agreement on the close down date
   1. Subject to the remainder of this Clause 60, at 11.59 pm (London time) on the Close Down Date (the "**CDD Effective Time**") this Agreement shall terminate and the parties to it shall cease to have any further rights, remedies, liabilities and obligation under it.
   2. Termination of this Agreement pursuant to Clause 60.1 shall not affect any rights, remedies, obligations or liabilities arising as a result of the breach by any party of this Agreement prior to termination.
   3. The following provisions of this Agreement shall continue in full force and effect in respect of the period up to the CDD Effective Time, but (for the avoidance of doubt) shall not apply in respect of the period following the CDD Effective Time:
      1. Clause 32;
      2. Clause 34; and
      3. Clause 35.
   4. The following provisions shall continue in full force and effect notwithstanding the occurrence of the CDD Effective Time:
      1. Clause 1 (to the extent that it applies to any other provision of this Agreement);
      2. Clause 38;
      3. Clause 40 (as amended pursuant to Clause 60.5);
      4. Clauses 41 to 48;
      5. Clause 59; and
      6. this Clause 60.
   5. The following provisions will apply in relation to Clause 40 with effect from the CDD Effective Time:
      1. references in that Clause to "MEC" shall be deleted and replaced with "MRASCO";
      2. any Disputes Committee which is formed after the CDD Effective Time shall be a committee of the board of MRASCO (but the composition of any Disputes Committee in relation to a Dispute as at the CDD Effective Time shall be unaffected);
      3. Clause 40.4 shall be deleted and replaced with:

"The costs of constituting and maintaining the Disputes Committee and the costs of the Dispute Committee in relation to any particular dispute shall be be MRASCO Wind Up Costs for the purposes of this Agreement."

* 1. With effect from the CDD Effective Time, Schedule 16 shall apply in place (and to the exclusion) of Schedule 11. For the avoidance of doubt, Schedule 16 shall not apply (and no party shall have any rights, remedies, obligations or liabilities under it) prior to the CDD Effective Time.

Parties

Part 1

DISTRIBUTION BUSINESSES

|  |  |
| --- | --- |
|  | **EASTERN POWER NETWORKS PLC (Registered No. 02366906) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP** |
|  | **ELECTRICITY NORTH WEST LIMITED (Registered No. 02366949) whose registered office is at 304 Bridgewater Place, Birchwood Park, Warrington WA3 6XG** |
|  | **ENERGETICS ELECTRICITY LTD (Registered No. SC234694) Fenwick House, Lister Way, Hamilton International Trading Park, Glasgow, G72 0FT** |
|  | **ESP ELECTRICITY LIMITED (Registered No. 04718806) whose registered office is at Hazeldean, Station Road, Leatherhead, Surrey KT22 7AA**  **FORBURY ASSETS LIMITED (Registered No. 11024024) whose registered address is at 1 Forbury Place, 43 Forbury Road, Reading, RGI 3JH**  **FULCRUM ELECTRICITY ASSETS LIMITED (Registered No. 08019627) whose registered office is at 2 Europa View, Sheffield Business Park, Sheffield, United Kingdom, S91 1XH**  **ECLIPSE POWER NETWORK LIMITED (Registered No. 9633506) whose registered office is at Olney Office Park, 25 Osier Way, Olney, Buckinghamshire, MK46 5FP** |
|  | **HARLAXTON ENERGY NETWORKS LIMITED (Registered No. 07330883) whose registered office is at Westby Lodge, Westby, Grantham, Lincolnshire, NG33 4EA** |
|  | **INDEPENDENT POWER NETWORKS LIMITED (Registered No. 04935008) whose registered office is at Driscoll 2, Ellen Street, Cardiff, United Kingdom, CF10 4BP** |
|  | **LEEP ELECTRICITY NETWORKS LIMITED (Registered No. 06684589) whose registered office is at Peel Dome, The Trafford Centre, Manchester, M17 8PL**  **LONDON POWER NETWORKS PLC (Registered No. 03929195) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP**  **MURPHY POWER DISTRIBUTION LIMITED (Registered No. 10622250) whose registered office is at Hiview House, Highgate Road, London, NW5 1TN** |
|  | **NORTHERN POWERGRID (NORTHEAST) LIMITED (Registered No. 02906593) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle-upon-Tyne, NE1 6AF** |
|  | **NORTHERN POWERGRID (YORKSHIRE) PLC (Registered No. 04112320) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle-upon-Tyne, NE1 6AF** |
|  | **SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC (Registered No. SC213460) whose registered office is at Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ** |
|  | **SOUTH EASTERN POWER NETWORKS PLC (Registered No. 03043097) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP** |
|  | **SOUTHERN ELECTRICITY NETWORKS (Registered No. 04094290) whose registered office is at 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH** |
|  | **SP DISTRIBUTION LIMITED (Registered No. SC189125) whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP** |
|  | **SP MANWEB PLC (Registered No. 02366937) whose registered office is 3 Prenton Way, Prenton, CH43 3ET** |
|  | **THE ELECTRICITY NETWORK COMPANY LIMITED (Registered No. 05581824) whose registered office is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmonds, Suffolk IP30 9UP** |
|  | **UK POWER DISTRIBUTION LIMITED (Registered No. 6339585) whose registered office is at 22-26 Kind Street, Kings Lynn, Norfolk, PE30 1HJ**  **UTILITY DISTRIBUTION NETWORKS LTD (Registered No. 10068882) whose registered office is at Grant Thornton Uk Llp, 202 Silbury Boulevard, Milton Keynes, England, MK9 1LW**  **VATTENFALL NETWORKS LTD (Registered No. 02731769) whose registered office is at 1 Tudor Street, London EC4Y 0AH.** |
|  | **WESTERN POWER DISTRIBUTION (SOUTH WALES) PLC (Registered No. 02366985) whose registered office is at Avonbank, Feeder Road, Bristol BS2 0TB** |
|  | **WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC (Registered No. 02366894) whose registered office is at Avonbank, Feeder Road, Bristol, Avon BS2 0TB** |
|  | **WESTERN POWER DISTRIBUTION (EAST MIDLANDS) PLC (Registered No. 02366923) Avonbank, Feeder Road, Bristol, Avon, BS2 0TB** |

Part 2

SUPPLIERS

|  |  |
| --- | --- |
|  | **1st DIRECT UTILITIES LTD (Registered No. 09382883) whose registered office is at 26 Hatton Drive, Holme Hall, Chesterfield, Derbyshire, S40 4RZ** |
|  | **ADDITO SUPPLY LIMITED (Registered No. 8053202) whose registered office is at 1 America Square, Crosswall, London EC3N 2SG** |
|  | **AFFECT ENERGY LTD (Registered No. 9263368) whose registered office is at Bewell House, Bewell Street, Hereford, HR4 0BA** |
|  | **ALABAMA ENERGY LIMITED (Registered No. 11042192) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **ALASKA ENERGY LIMITED (Registered No. 11042378) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **ALBUQUERQUE ENERGY LTD (Registered No. 10870873) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **AMPOWERUK LIMITED (Registered No. 09994899) whose registered office is at Challenge House Sherwood Drive, Bletchley, Milton Keynes, MK3 6DP** |
|  | **ARIZONA ENERGY LTD (Registered No. 10611082) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire, England, WR1 2JG** |
|  | **BLUEGREEN ENERGY SERVICES LIMITED (Registered No. 10769298) whose registered office is at 7 Albemarle Street, London W1S 4HQ** |
|  | **ARTO ENERGY LIMITED (Registered No. 09263398) whose registered office is at Medway House Newbury Business Park, London Road, Newbury, Berkshire, RG14 2 PZ** |
|  | **AVID ENERGY LIMITED (Registered No. 10026662) whose registered office is at Eversheds House, 70 Great Bridgewater Street, Manchester, England, M1 5ES** |
|  | **AVRO ENERGY LIMITED (Registered No. 9174794) whose registered office is at Unit 8, The Courtyard, Eliot Business Park, Nuneaton, Warwickshire, CV10 7RJ** |
|  | **AXIS TELECOM LIMITED (Registered No. 04343227) whose registered office is at Suite E Shirethorn House Prospect Street, HULL, HU2 8PX** |
|  | **AXPO UK LIMITED (Registered No. 06600942) whose registered office is at 38 Threadneedle Street, London, EC2R 8AY** |
|  | **BARBICAN POWER LIMITED (Registered No. 8474516) whose registered office is at Suite 4 Number One @ The Beehive, Lions Drive Shadsworth Business Park, Blackburn, Lancashire, BB1 2QS** |
|  | **BELSIZE ENERGY LIMITED (Registered No. 11630527) whose registered office is at c/o Utiliteam, 7 & 8 Delta Bank Road, Metro Riverside, Gateshead, Tyne and Wear NE11 9DJ** |
|  | **BES COMMERCIAL ELECTRICITY LIMITED (Registered no. 06882734) whose registered office is at Parkside Stand Fleetwood Town Football Club, Park Avenue, Fleetwood FY7 6TX** |
|  | **BETTER ENERGY SUPPLY LIMITED (Registered no. 7176401) whose registered office is at 68 Musters Road, West Bridgeford, Nottingham, NG2 7PR** |
|  | **BIZZENERGY LIMITED (Registered No. 03961223) whose registered office is c/o KPMG LLP, One Snowhill, Snow Hill, Queensway, Birmingham, B4 6GH** |
|  | **BLUEBELL ENERGY SUPPLY LIMITED (Registered No. 09735889) whose registered office is Utilihouse, East Terrace, Euxton Lane, Chorley, Lancashire, PR7 6TE** |
|  | **BOROUGH ENERGY LIMITED (Registered No. 11629868) whose registered address is c/o Utiliteam, 7 & 8 Delta Bank Road, Metro Riverside, Gateshead, Tyne and Wear NE11 9DJ** |
|  | **BOWFELL ENRGY LIMITED (Registered No. 112125224) whose registered office is at C/O Critchleys Llp, Beaver House, 23-38 Hythe Bridge Street, Oxford, Oxfordshire OX1 2EP** |
|  | **BP GAS MARKETING Limited (Registered No. 00908992) whose registered address is at Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7BP** |
|  | **BP POWER TRADING LIMITED (Registered No. SC107896) whose registered office is at 1 Wellheads Avenue, Dyce, Aberdeen, AB21 7PB** |
|  | **BREEZE ENERGY SUPPLY LIMITED (Registered No. 09522929) whose registered office is at 200 Portland Road, Sandyford, Newcastle upon Tyne, NE2 1DJ** |
|  | **BRISTOL ENERGY LIMITED (Registered No. 9135084) whose registered office is at 100 Temple Street, Bristol, England, BS1 6AG** |
|  | **BRITISH ENERGY DIRECT LIMITED (Registered No. 04935015) whose registered office is at Barnett Way, Barnwood, Gloucester, GL4 3RS** |
|  | **BRITISH GAS TRADING LIMITED (Registered No. 03078711) whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD** |
|  | **BROOK GREEN TRADING LIMITED (Registered No. 09523064) whose registered office is at 80 4th Floor, 80 Hammersmith Road, London, England, W14 8UD** |
|  | **BRUNTWOOD ENERGY LIMITED LTD. (Company No. 09872315) registered address is; Trafford House, Chester Road, Stretford, Manchester, England, M32 0RS** |
|  | **BRYT ENERGY LIMITED (Registered No. 10167351) whose registered office is at Suite 724, 1 Victoria Square, Birmingham, England, B1 1BD** |
|  | **BULB ENERGY LTD (Registered No. 8469555) whose registered office is at 68-80 Hanbury Street, London, E1 5JL** |
|  | **BUSINESS SUPPLY AND GAS LIMITED (Registered No. 09523024) whose registered office is at St Anne’s Buildings, 349 Clifton Drive North, Lytham St Anne’s, FY8 2NA** |
|  | **CABRA ENERGY SUPPLY LIMITED (Registered No. 10971782) whose registered office is at Utilihouse, East Terrace, Chorley PR7 6TE** |
|  | **CALLESTI ENERGY LTD (Registered No. 10769301) whose registered office is at Utilihouse, East Terrace, Euxton Lane, Chorley, Lancashire, PR7 6TE** |
|  | **CAMARO ENERGY SUPPLY LIMITED (Registered No. 10971802) whose registered office is at Utilihouse, East Terrace, Chorley PR7 6TE** |
|  | **CILLENI ENERGY LTD (Registered No. 10767623) whose registered office is at Utilihouse, East Terrace, Euxton Lane, Chorley, Lancashire, PR7 6TE** |
|  | **COLORADO ENERGY LIMITED (Registered No. 11042663) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **COLGANO ENERGY LTD (Registered No. 10769307) whose registered office is at Utilihouse, East Terrace, Euxton Lane, Chorley, Lancashire, PR7 6TE** |
|  | **COMET ENERGY LIMITED (Registered No. 09812700) whose registered office is at 18 The Triangle, NG2 Business Park Nottingham, NG2 1AE** |
|  | **CONISTON ENERGY LIMITED (Registered No. 11212036) whose registered office is at C/O Critchleys Llp, Beaver House, 23-38 Hythe Bridge Street, Oxford, Oxfordshire OX1 2EP** |
|  | **CONRAD ENERGY (TRADING) LIMITED (Registered No. 10969329) whose registered office is at Suites D & E, Windrush Court, Blacklands Way, Abingdon OX14 1SY** |
|  | **CO-OPERATIVE ENERGY LIMITED (Registered No. 06993470) whose registered office is at Co-Operative House, Warwick Technology Park, Gallows Hill, Warwick, Warwickshire, CV34 6DA** |
|  | **CORONA ENERGY (Registered No. 03241012) whose registered office is at Building 2 Croxley Park, Watford WD18 8YA** |
|  | **COULOMB ENERGY SUPPLY LIMITED (Registered No. 7488842) whose registered office is at PX House, Westpoint Road, Stockton-On-Tees, TS17 6BF** |
|  | **DAISY ENERGY SUPPLY LIMITED (Registered No. 09689195) whose registered office is at 46 The Calls, Leeds, England, LS2 7EY** |
|  | **DANSKE COMMODITIES A//S (Registered No. 28113951) whose registered office is at Vaerkmestergade 3, 3., 8000 Aarhus C, Denmark** |
|  | **DELTA GAS AND POWER LIMITED (Registered No. 09933244) whose registered address is at 344-354 Gray’s Inn Road, London, WC1X 8BP** |
|  | **DIRAC ENERGY SUPPLY LIMITED (Registered No. 10300609) whose registered address is at Utilihouse East Terrace, Euxton Lane, Chorley, Lancashire, England, PR7 6TE** |
|  | **DONG ENERGY POWER SALES UK (Registered No. 07489052) whose registered office is at Alliance House, Clayton Green Business Park, Library Road, Clayton-le-Woods, Chorley, PR6 7EN** |
|  | **DONNINGTON ENERGY LIMITED (Registered No. 07109298) whose registered office is at Lambourne House, 311-321 Banbury Road, Summertown, Oxford, OX2 7JH** |
|  | **DUAL ENERGY DIRECT LIMITED (Registered No. 06468946) whose registered office is at Premium House, The Esplanade, Worthing, West Sussex, BN11 2BJ** |
|  | **DYCE ENERGY LIMITED (Registered No. 9995796) whose registered office is at 12 Manvers House, Pioneer Close, Wath-Upon-Dearne, South Yorkshire, S63 7JZ** |
|  | **E (GAS & ELECTRICITY) LIMITED (Registered No. 8520118) whose registered office is at T3, Trinity Park, Birmingham, B37 7ES** |
|  | **E.ON ENERGY LIMITED (Registered No. 03407430) whose registered office is at Westwood Way, Westwood Business Park, Coventry CV4 8LG** |
|  | **E.ON UK PLC (Registered No. 02366970) whose registered office is at Westwood Way, Westwood Business Park, Coventry, CV4 8LG** |
|  | **EASY ENERGY SUPPLY (Registered No. 09762369) whose registered office is at Canal Wharf, Canal Street, Littleborough, Lancashire, OL15 0HA** |
|  | **ECO GREEN MANAGEMENT LIMITED (Registered No. 06957198) whose registered office is at Prospect House, 6 Gainsborough Drive, Leeds, LS16 7PF** |
|  | **ECONOMY ENERGY SUPPLY LIMITED (Registered No. 08432747) whose registered office is at 164 Avenue H National Agricultural Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LG** |
|  | **ECONOMY ENERGY TRADING LIMITED (Registered No. 07513319) whose registered office is at 164 Avenue H National Agricultural Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LG** |
|  | **ECONOMY POWER LIMITED (Registered No. 03385578) whose registered office is at Westwood Way, Westwood Business Park, Coventry, CV4 8LG** |
|  | **TOGETHER ENERGY (RETAIL) LIMITED (Registered No. 10300767) whose registered address is at £rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT** |
|  | **EDF ENERGY CUSTOMERS LIMITED (Registered No. 02366852) whose registered office is at 90 Whitfield Street, London, W1T 4EZ** |
|  | **EDGWARE ENERGY LIMITED (Registered No. 9256462) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB** |
|  | **EFFORTLESS ENERGY LIMITED (Registered No. 08711077) whose registered office is at Chatterley Whitfield Enterprise Centre Chatterley, Whitfield, Biddulph Road, Stoke-On-Trent, ST6 8UW** |
|  | **ELECTRAPHASE (Registered No. 09485442) whose registered office is at Lutwyche Hall, Longville, Much Wenlock, Shropshire, TF13 6DP** |
|  | **ELECTRICITY DIRECT (UK) LIMITED (Registered No. 03174056) whose registered office is at Millstream, Maidenhead Road, Windsor, SL4 5GD** |
|  | **ELECTRICITY PLUS SUPPLY LIMITED (Registered No. 05199936) whose registered office is at Network HQ, 508 Edgware Road, The Hyde, London, England, NW9 5AB** |
|  | **EMZO ENERGY SUPPLY LIMITED (Registered No. 10972000) whose registered office is at Utilihouse, East Terrace, Chorley PR7 6TE** |
|  | **ENECO ENERGY TRADE BV (Registered No. 30167836) whose registered office is at Rivium Quadrant 75, 2909 LC, Capelle aan den Ijssel, Rotterdam, The Netherlands** |
|  | **ENERGY COOP LIMITED (Registered No. 07027177) whose registered office is at Co-Coperative House Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA** |
|  | **ENERGY DATA COMPANY LIMITED (Registered No. 04741972) whose registered office is at Hurst House, 131-133 New London Road, Chelmsford, Essex, CM2 0QT** |
|  | **ENERGYQ LIMITED (Registered No. 09310427) whose registered office is at 4 Beech Avenue, Worcester, Worcestershire, England, WR3 8PZ** |
|  | **ENGIE POWER LIMITED (Registered No. 04236804) whose registered office is at 1 City Walk, 26 Whitehall Road, Leeds, LS12 1BE** |
|  | **ENTICE ENERGY SUPPLY LIMITED (Registered No. 09473910) whose registered office is at Ransom Hall South, Ransom Wood, Mansfield, Nottinghamshire, NG21 0HJ** |
|  | **ENVY ENERGY LIMITED (Registered No. 9302908) whose registered office is at 3 Crescent Road, Sheffield, S7 1HJ** |
|  | **EPG ENERGY LIMITED (Registered No. 06616147) whose registered office is at Hurst House, 131-133 New London Road, Chelmsford, Essex, CM2 0QT** |
|  | **ESB ENERGY LIMITED (Registered No. 09688977) whose registered office is at Tricor Suite, 4th Floor, 50 Mark Lane, London, EC3R 7QR** |
|  | **ETUL LIMITED (Registered No. 07489031) whose registered office is at 22 The Ropewalk, Nottingham, Nottinghamshire, NG1 5DT** |
|  | **EQUINICITY LIMITED (Registered No. 11374646) whose registered office is at Railway House, Bruton Way, Gloucester GL1 1DG** |
|  | **EUSTON ENERGY LIMITED (Registered No. 09844783) whose registered office is at Town Hall Chambers, High Street East, Wallsend, Newcastle, Tyne and Wear NE28 7AT** |
|  | **EXELON GENERATION LIMITED (Registered No. 09198137) whose registered office is at Suite 1, 3rd Floor 11-12 St. James’ Square, London, SW1Y 4LB** |
|  | **F & S ENERGY LIMITED (Registered No. 7524841) whose registered office is at Oliver House, Hall Street, Chelmsford, Essex, CM2 0HG** |
|  | **FARMOOR ENERGY LIMITED (Registered No. 07111074) whose registered office is at Lambourne House, 311-321 Banbury Road, Summertown, Oxford, OX2 7JH** |
|  | **FARRINGDON ENERGY LIMITED (Registered No. 9256369) whose registered office is at 8 Church Meadows, Church Lane, Toddington, Cheltenham, GL54 5DB** |
|  | **SHELL ENERGY RETAIL LIMITED (Registered No. 05070887) whose registered office is at Shell Energy House Westwood BusiPark, Westwood Way, Coventry CV4 8HS** |
|  | **FLEXITRICITY LIMITED (Registered NO. SC263298) whose registered office is at Mainpoint, 102 West Port, Edinburgh EH3 9DN** |
|  | **FLOW ENERGY LIMITED (Registered No. 07489062) whose registered office is at Felaw Maltings Ground Floor, 48 Felaw Street, Ipswich, IP2 8PN** |
|  | **FOXGLOVE ENERGY SUPPLY LIMTIED (Registered No. 09689035) whose registered office is at Utilihouse, East Terrace, Euxton Lane, Chorley, Lancashire, PR7 6TE** |
|  | **FUTURE ENERGY UTILITIES LTD (Registered No. 8500717) whose registered office is at Muckles LLP, 32 Gallowgate, Newcastle Upon Tyne, Tyne and Wear, England, NE1 4BF** |
|  | **GAS AND POWER LIMITED T/A GULF GAS and POWER (Registered No. 09735925) whose registered office is at Suite 3b, Edward VII Quay, Riversway, Preston PR2 2YF** |
|  | **GAZPROM MARKETING AND TRADING RETAIL LIMITED (Registered No. 03904624) whose registered office is at 20 Triton Street, London, NW1 3BF** |
|  | **GENERGY LIMITED (Registered No. 06993060) whose registered office is at 119 Wren Way, Farnborough, Hampshire, GU14 8TA** |
|  | **GOLDERS GREEN LIMITED (Registered No. 11630460) whose registered office is c/o Utiliteam, 7 & 8 Delta Bank Road, Metro Riverside, Gateshead, Tyne and Wear NE11 9DJ** |
|  | **GOOD ENERGY LIMITED (Registered No. 03899612) whose registered office is at Monkton Reach, Monkton Hill, Chippenham SN15 1EE** |
|  | **GREAT WESTERN ENERGY (Registered No. 09514812) whose registered office is at Baglan Bay Innovation Centre Central Avenue, Baglan, Port Talbot, West Glamorgan, Wales, SA12 7AX** |
|  | **GREEN ENERGY (UK) Plc (Registered No. 4194006) whose registered office is at Black Swan House, 23 Baldock Street, Ware, Hertfordshire, SG12 9DH** |
|  | **GREEN NETWORK ENERGY LTD (Registered No. 09523066) whose registered office is at New Kings Court Tollgate, Chandlers Ford, Eastleigh, Hants, England, S053 3LG** |
|  | **GRIDBEYOND LIMITED (Registered No. 08211691) whose registered office is at 54 Clarendon Road, Watford, Hertfordshire WD17 1DU** |
|  | **HALOGEN POWER LIMITED (Registered No. 05857437) whose registered office is at 10 South Street, Birdport, Dorset, United Kingdom DT6 3NJ** |
|  | **HAVEN POWER LIMITED (Registered No. 05893966) whose registered office is at DRAX Power Station, Selby, North Yorkshire YO8 8PH** |
|  | **MAXEN POWER SUPPLY LIMITED (Registered No. 10298693) whose registered address is at Olympic House, 28-42 Clements Road, Ilford, Essex IG1 1BA** |
|  | **HOLBORN ENERGY LIMITED (Registered No. 8246795) whose registered office is at Suite 4 Number One @ The Beehive, Lions Drive, Shadsworth Business Park, Blackburn, Lancashire, BB1 2QS** |
|  | **HOME COUNTIES ENERGY PLC (Registered No. 06811261) whose registered office is at 13 John Princes Street, Second Dlooe, London W1G 0JR** |
|  | **HUDSON ENERGY SUPPLY UK LIMTIED (Registered No. 07489042) whose registered office is at 17 Hanover Square, Fasken Martineau LLP London, W1S 1HU** |
|  | **IGLOO ENERGY SUPPLY LIMITED (Registered No. 09812716) whose registered office is at The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP** |
|  | **I SUPPLY ELECTRICITY 2 LIMITED (Registered No. 07545427) whose registered office is at C/O Gilmond Consulting Richmond House, Yelverton Road, Bournemouth, Dorset, BH1 1DA** |
|  | **I SUPPLY ELECTRICITY LIMITED (Registered No. 07545321) whose registered office is at C/O Gilmond Consulting Richmond House, Yelverton Road, Bournemouth, Dorset, BH1 1DA** |
|  | **I SUPPLY ENERGY LIMITED (Registered No. 06053905) whose registered office is at 37 Commercial Road, Poole, Dorset, BH14 0HU** |
|  | **ICS ENERGY LIMITED (Registered No. 8246680) whose registered office is at 1 Minster Court, Tuscam Way, Camberley, Surrey, GU15 3YY** |
|  | **IPM ENERGY RETAIL LIMITED (Registered No. 06054816) whose registered office is at No 1 Leeds, 26 Whitehall Road, Leeds, LS12 1BE** |
|  | **IRESA LTD (Registered No. 0818664) whose registered office is at The Quadrant Business Centre Nuart Road, Beeston, Nottingham, England, NG9 2NH** |
|  | **KENSINGTON POWER LIMITED (Registered No. 8246810) whose registered office is at CPK House 2 Horizon Place, Nottingham Business Park, Mellors Way, Nottingham, England, NG8 6PY** |
|  | **KRAVE MANAGEMENT LIMITED (Registered No. 8358816) whose registered office is at Eaton House, Station Road, Guiseley, Leeds, LS20 8BX** |
|  | **LABRADOR LTD (Registered No. 08489878) whose registered office is at 69 Wilson Street, London, EC2A 2BB** |
|  | **LIMEJUMP ENERGY LIMITED (Registered No. 8246300) whose registered office is at 1 Heddon Street, Mayfair, London, W1B 4BD** |
|  | **LOGICOR ENERGY LIMITED (Registered No. 09735768) whose registered office is at Unit 7 Thornes Office Park, Monckton Road, Wakefield, England, WF2 7AN** |
|  | **LOVELY ENERGY LTD (Registered No. 7320157) whose registered office is at 72 Hawlands, Rugby, Warwickshire, United Kingdom, CV21 1LJ** |
|  | **MA ENERGY LIMITED (Registered No. 06541758) whose registered office is at 1-3 The Strand, London WC2N 5EJ** |
|  | **MAGNOX LIMITED (Registered No. 02264251) whose registered office is at Berkeley Centre, Berkeley, Gloucestershire GL13 9PB** |
|  | **E2M - ENERGY TRADING LTD (Registered No. 10610592) whose registered office is at 14 Commercial Way, Woking GU21 6ET** |
|  | **MARBLE POWER LIMITED (Registered No. 8474535) whose registered office is First Floor, Roxburghe House, 273-287 Regent Street, London, W1B 2HA** |
|  | **MATTINA LIMITED (Registered No. 9994805) whose registered office is at 2nd Floor Independence House, Queen Street, Worcester, Worcestershire, WR1 2PL** |
|  | **METONOMI LTD (Registered No. 06342254) whose registered office is at Westwood Farm, Forest Road, Newport, Isle of Wight P030 5QT** |
|  | **MISSISSIPPI ENERGY LIMITED (Registered No. 11042718) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **MORGAN STANLEY CAPITAL GROUP LIMITED (Registered No. 02784057) whose registered office is at c/o Baker Tilly, 25 Farringdon Street, London, EC4A 4AB** |
|  | **MONGOOSE ENERGY SUPPLY LIMITED (Registered no. 9253945) whose registered office is at 14 Orchard Street, Bristol, BS1 5EH** |
|  | **MVV ENVIRONMENT SERVICES LIMITED (Registered No. 08500792) whose registered office is at 1 Wood Street, London, EC2V 7WS** |
|  | **NABUH ENERGY LIMITED (Registered No. 09812753) whose registered office is at The Balance, 9th floor 2 Pinfold Street, Sheffield, S1 2GU** |
|  | **NATIONAL GAS AND POWER LTD (Registered No. 09523569) whose registered office is at 113 London Road, St Albans, Hertfordshire, AL1 1LR** |
|  | **NATIONWIDE ELECTRICITY LIMITED (Registered No. 06735712) whose registered office is at Sterling House, Maple Court, Tankersley, S75 3DP** |
|  | **NEAS ENERGY LIMITED (Registered No. 06993636) whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD** |
|  | **NEVADA ENERGY LIMITED (Registered No. 10872509) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **NICKEL ENERGY SUPPLY LIMITED (Registered No. 09263540) whose registered office is at 4100 Park Approach, Thorpe Park, Leeds, England, LS15 8GB** |
|  | **NILO ENERGY LIMITED (Registered No. 09527459) whose registered office is at Park House, 200 Drake Street, Rochdale, OL16 1PL** |
|  | **NORDJYSK ELHANDEL A/S (Registered No. DK-20293195) whose registered office is at Skelagervej 1, DK – 9000 Aalborg, Denmark** |
|  | **NPOWER COMMERCIAL GAS LIMITED (Registered No. 3768856) whose registered office is at Windmill Hill Business Park, Swindon, Wiltshire, SN5 6PB** |
|  | **NPOWER DIRECT LIMITED (Registered No. 03782443) whose registered office is at Windmill Hill Business Park, Swindon, Wiltshire, SN5 6PB** |
|  | **NPOWER LIMITED (Registered No. 03653277) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB** |
|  | **NPOWER NORTHERN LIMITED (Registered No. 03432100) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB** |
|  | **NPOWER NORTHERN SUPPLY LIMITED (Registered No. 02845740) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB** |
|  | **NPOWER YORKSHIRE LIMITED (Registered No. 03937808) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB** |
|  | **NPOWER YORKSHIRE SUPPLY LIMITED (Registered No. 04212116) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB** |
|  | **OCTOPUS ENERGY LIMITED (Registered No. 09263424) whose registered office is at 6th Floor 33 Holborn, London, EC1N 2HT** |
|  | **OMNI ENERGY LIMITED (Registered No. 11421235) whose registered address is at Suite F21, Conyngham Hall, Bond End, Knaresborough, HG5 9AY** |
|  | **ONE WALES ENERGY – UN LTD (Registered No. 9844887) whose registered office is at 11 Oaklands Road, Bridgend, CF31 4SN YNNI CYMRU** |
|  | **OPEN4ENERGY LIMITED (Registered No. 4411434) whose registered office is at 8 Forty Green Drive, Marlow, Buckinghamshire, SL7 2JY** |
|  | **OPUS ENERGY (CORPORATE) LIMITED (Registered No. 05199937) whose registered office is at Lambourne House, 311-321 Banbury Road, Oxford, OX2 7JH** |
|  | **OPUS ENERGY LIMITED (Registered No. 04382246) whose registered office is at Lambourne House, 311-321 Banbury Road, Oxford, OX2 7JH** |
|  | **THISTLE ENERGY SUPPLY LIMITED (Registered No. 9933313) whose registered office is at White Collar Factory, , 1 Old Street Yard, London EC1Y 8AF** |
|  | **MONEYPLUS ENERGY LIMITED (Registered No. 10769313) whose registered office is at Riverside, New Bailey Street, Manchester M3 5FS** |
|  | **NEON REEF ENERGY ENERGY LTD (Registered No. 10871657) whose registered office is at Floor 7 Merck House, Seldown Road, Poole BH15 1TW** |
|  | **OVAL ENERGY LIMITED (Registered No. 11629914) whose registered office is c/o Utiliteam, 7 & 8 Delta Bank Road, Metro Riverside, Gateshead, Tyne and Wear NE11 9DJ** |
|  | **OVO ELECTRICITY LIMITED (Registered No. 06858121) whose registered office is at 1 Rivergate, Temple Quay, Bristol, BS1 6ED** |
|  | **PADDINGTON POWER LIMITED (Registered No. 8469701) whose registered office is at Suite 4 Number One @ The Beehive Lions Drive, Shadsworth Business Park, Blackburn, Lancashire, BB1 2QS** |
|  | **PALLADIUM ENERGY SUPPLY LIMITED (Registered No. 09134831) whose registered office is at PO Box 1313, Blackpool, Lancashire, United Kingdom, FY1 9HS** |
|  | **PERLE ENERGY LIMITED (Registered No. 10861487) whose registered address is at Water Court, 116-118 Canal Street, Nottingham, NG1 7HF** |
|  | **PEOPLE’S ENERGY (SUPPLY) LIMITED (Registered No. 09844617) whose registered office is at 12 Muirfield Cottage, Vardon Road, Gullane, EH31 2ED** |
|  | **PFP ENERGY LIMITED (Registered No. 08994981) whose registered office is at 2 Edward V11 Quay, Riversway, Preston, PR2 2YF** |
|  | **PFP ENERGY SUPPLIES LIMITED (Registered No. 09135694) whose registered office is at 2 Edward V11 Quay, Riversway, Preston, PR2 2YF** |
|  | **TONIK ENERGY LIMITED (Registered No. 09812673) whose registered office is at Fourth Floor, Lombard House, 145 Great Charles Street, Birmingham B3 3LP** |
|  | **PIRRANELLO ENERGY LTD (Registered No. 10769036) whose registered office is at Utilihouse, East Terrace, Euxton Lane, Chorley, Lancashire, PR7 6TE**  **PLANET 9 LIMITED (Registered No.** 07294473**)** whose registered office is at **Giants And Titans Limited, 3rd Floor York House, 38 Great Charles Street Queensway, Birmingham B3 3JY** |
|  | **POWER4ALL LIMITED (Registered No. 06222064) whose registered office is Legal Department, Asda House, Southbank Great Wilson Street, Leeds, West Yorkshire LS11 5AD** |
|  | **POWERQ LIMITED (Registered No. 09283816) whose registered office is at 4 Beech Avenue, Worcester, Worcestershire, England, WR3 8PZ** |
|  | **PS ENERGY UK LIMITED (Registered No. 09850654) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB** |
|  | **PURE PLANET LIMITED (Registered No. 09735688) whose registered office is at Desklodge, 5th Floor, 1 Temple Way, Bristol, England, BS2 0BY** |
|  | **PUTNEY ENERGY LIMITED (Registered No. 09844621) whose registered office is at 8 Church Meadows, Toddington, Cheltenham, Gloucestershire, United Kingdom, GL54 5DB** |
|  | **GOTO ENERGY (UK) LIMITED (Registered No. 09844990) whose registered office is at Office 23, 2nd Floor Innovation Way Discovery Park, Sandwich, England, CT13 9FF** |
|  | **REGENT POWER LIMITED (Registered No. 09875997) whose registered office is at Regent House, Kendal Avenue, London, W3 0XA** |
|  | **RMA DOREX UK LTD (Registered No. 08783091) whose registered address is 72 Great Suffolk Street, London, SE1 0BL** |
|  | **TOUCAN ENERGY LIMITED (Registered No. 09688876) whose registered address is at Mountbatten House Grosvenor Square, Southampton, Hants, England, SO15 2JU** |
|  | **ROCPOWER Ltd (Registered No. 06227556) whose registered office is at Hargreaves Services, West Terrace, Esh Winning, Durham, DN7 9PT** |
|  |  |
|  | **S2R ENERGY LIMITED (Registered No. 07537372) whose registered office is at First Floor, 365 Fulham Road, London, SW10 9TN** |
|  | **SANTANA ENERGY LIMITED (Registered No. 10871208) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **SANTIAM ENERGY LIMITED (Registered No. 09812753) whose registered office is at 18 The Triangle, NG2 Business Park, Nottingham, NG2 1AE** |
|  | **ELECTROROUTE ENERGY LIMITED (registered No. 10364177) whose registered office is at 18 No 2 Pure Offices Wilton Drive, Tournament Fields, Warwick, England, CV34 6RG** |
|  | **SATUS ENERGY LIMITED (registered No. 10364172) whose registered office is at 18 The Triangle Ng2 Business Park, Nottingham, England, NG2 1AE** |
|  | **VALDA ENERGY LIMITED (Registered No. 11212563) whose registered office is at Summertown Pavillion, 18-24 Middle way, Oxford OX2 7LG** |
|  | **SCOTTISHPOWER ENERGY RETAIL LIMITED (Registered No. SC190287) whose registered office is at 320 St. Vincent Street, Glasgow, G2 5AD** |
|  | **SHELL ENERGY EUROPE LIMITED (Registered No. 04162523) whose registered address is at Shell Centre, London, SE1 7NA** |
|  | **SHELL ENERGY SUPPLY UK LTD. (Registered No. 10025010) whose registered address is at 18 The Triangle, NG2 Business Park, Nottingham, NG2 1AE** |
|  | **SILVER ENERGY SUPPLY LIMITED (Registered No. 09263237) whose registered address is at Alliance House, Library Road, Clayton le Woods, Chorley, Lancs, England, PR6 7EN** |
|  | **SIMCOE ENERGY LIMITED (Registered No. 10861569) whose registered address is at whose registered address is at Water Court, 116-118 Canal Street, Nottingham, NG1 7HF** |
|  | **SIMPLY ELECTRICITY LIMITED (Registered No. 07545420) whose registered office is at C/O Gilmond Consulting Richmond House, Yelverton Road, Bournemouth, Dorset, BH1 1DA** |
|  | **SINGOLA LIMITED (Registered No. 9995683) whose registered office is at 2nd Floor, Independence House, Queen Street, Worcester, Worcestershire, WR1 2PL** |
|  | **SINQ POWER LIMTIED (Registered No. 09284085) whose registered office is at 4 Beech Avenue, Worcester, Worcestershire, England, WR3 8PZ** |
|  | **SKYLANE ENERGY SUPPLY LIMITED (Registered No. 10971859) whose registered office is at Utilihouse, East Terrace, Chorley PR7 6TE** |
|  | **SKIDDAW ENERGY LIMITED (Registered No. 11211289) whose registered office is at C/O Critchleys Llp, Beaver House, 23-38 Hythe Bridge Street, Oxford, Oxfordshire OX1 2EP** |
|  | **SMART ELECTRICITY LIMITED (Registered No. SC281468) whose registered office is at Unit 25, Ladyburn Business Centre, Pottery Street, Greenock PA15 2UH** |
|  | **SMARTEST ENERGY LIMITED (Registered No. 03994598) whose registered office is at Dashwood House, 69 Old Broad Street, London, EC2M 1QS** |
|  | **SNOWDROP ENERGY SUPPLY LIMITED (Registered No. 09735929) whose registered office is at Crucible Works Darnall Road, Sheffield, England, S9 5AB** |
|  | **SO ENERGY TRADING LIMITED (Registered No. 09263295) whose registered office is at The Light Box, 111 Power Road, London, W4 5PY** |
|  | **SOLAR CITY (UK) LTD (Registered No. 07851899) whose registered office is BizSpace, Room 4 Albion Mills, Albion Road, Bradford, West Yorkshire, BD10 9TQ** |
|  | **SSE ELECTRICITY LIMITED (Registered No. 04094263) whose registered office is at 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH** |
|  | **HOME ENERGY TRADING LIMITED (registered No. 10364306) whose registered office is at 18 The Triangle Ng2 Business Park, Nottingham, England, NG2 1AE** |
|  | **SPARK ENERGY SUPPLY LTD (Registered No. 05857467) whose registered office is at Regent House, 316 Beulah Hill, Upper Norwood, London SE19 3HF** |
|  | **SQUEAKY CLEAN ENERGY LIMITED (Registered No. 09812682) whose registered office is at Henry Wood House, Riding House Street, London, W1W 7FA** |
|  | **SSE ENERGY SUPPLY LIMITED (Registered No. 03757502) whose registered office is at 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH** |
|  | **STATKRAFT MARKETS GMBH (Registered No. HRB 37855) whose registered office is at Niederkasseler Lohweg 175, 40547 Düsseldorf, Germany** |
|  | **SUPPLY ENERGY LIMITED (Registered No. 07243637) whose registered office is Gilmond Consulting Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ** |
|  | **SWITCH BUSINESS GAS AND POWER LTD (Registered No. 09310083) whose registered office is at Granta Lodge, 71 Graham Road, Malvern, Worcestershire, England, WR14 2JS** |
|  | **SYMBIO ENERGY LIMITED (Registered No. 07999360) whose registered office is at 103 Mansion House, Building Research Establishment, Bricketwood, Watford, WD25 9XX** |
|  | **SYMBIO ENERGY SOLUTIONS LLP (Registered No. OC375128) whose registered office is at GPF Lewis House, Olds Approach, Tolpits Lane, Watford WD18 9AB** |
|  | **TAILWIND ENERGY SUPPLY LIMITED (Registered No. 09523118) whose registered office is at Alliance House, Library Road, Clayton Le Woods, Chorley, Lancs, England, PR6 7EN** |
|  | **TEMPLE ENERGY LIMITED (Registered No. 09846025) whose registered office is at Hamilton House, North Circular Road, Park Royal West, London NW10 7XP** |
|  | **TEMPUS ENERGY SUPPLY LTD (Registered No. 08500923) whose registered office is at c/o Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, WR1 2JG** |
|  | **TEXAS ENERGY LTD (Registered No. 10610384) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire, England, WR1 2JG** |
|  | **THE RENEWABLE ENERGY COMPANY LIMITED (Registered No. 03043412) whose registered office is at Unicorn House, 7 Russel Street, Stroud, Gloucestershire, GL5 3AX** |
|  | **TILLICUM ENERGY LIMITED (Registered No. 10860745) whose registered address is at whose registered address is at Water Court, 116-118 Canal Street, Nottingham, NG1 7HF** |
|  | **TOGETHER ENERGY SUPPLY LIMITED (Registered No. 10167186) whose registered office is at Erskine House, North Avenue, Clydebank, G81 2DR** |
|  | **POZITIVE ENERGY LIMITED (Registered No. 09523048) whose registered office is at 7th Floor Wellington House, 90-92 Butt Road, Colchester, England CO3 3DA** |
|  | **TOTAL GAS & POWER LIMITED (Registered No. 02172239) whose registered office is at 10 Upper Bank Street, Canary Wharf, London, E14 5BF** |
|  | **TRU ENERGY LIMITED (Registered No. 09735909) whose registered office is at Gable House, 239 Regents Park Road, London, England, N3 3LF** |
|  | **UK HEALTHCARE CORPORATION LIMITED (Registered No. 04398605) whose registered office is at Unit D Madison Place, Northampton Road, Manchester M40 5AG** |
|  | **UK POWER RESERVE LIMITED (Registered No. 07385282) whose registered office is at 6th Floor, Radcliffe House, Blenheim Court, Solihull, B91 2AA** |
|  | **URE ENERGY LIMITED (Registered No. 10300613) whose registered office is at 14 Berkeley Mews, London, W1H 7AX** |
|  | **USIO ENERGY SUPPLY LIMITED (Registered No. 10167444) whose registered office is at Canalot Studios Unit, 409, 222 Kensal Road, London, W10 5BN** |
|  | **UTILITA ELECTRICITY LIMITED (Registered No. 04849181) whose registered office is at Secure House, Moorside Road, Winchester, Hampshire SO23 7RX** |
|  | **UTILITY POINT UK LIMITED (Registered No. 10544785) whose registered office is at 44 Highfield Road, Corfe Mullen, Wimborne, Dorset, BH21 3PF** |
|  | **VANQUIST ENERGY SUPPLY LIMITED (Registered No. 10972017) whose registered office is at Utillhouse, East Terrace, Chorley PR7 6TE** |
|  | **VATTENFALL ENERGY TRADING GmbH (Registered No. HRB 80335) whose registered office is at Dammtorstraße 29 – 32, 20354 Hamburg, Germany** |
|  | **VAVU POWER LIMITED (Registered No. 08643153) whose registered office is at 4 Beech Avenue, Worcester, WR3 8PZ** |
|  | **VENGA ENERGY SUPPLY LIMITED (Registered No. 10978522) whose registered office is at Utilihouse, East Terrace, Chorley PR7 6TE** |
|  | **VERMONT ENERGY LIMITED (Registered No. 11042157) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire WR1 2JG** |
|  | **VICTORY ENERGY SUPPLY LIMITED (Registered No. 10301050) whose registered office is at 1 Guildhall Square, Portsmouth, England PO1 2GJ** |
|  | **GREEN ENERGY SUPPLY LIMITED (Registered No. 11042716) whose registered office is at 4034 The Core Bath Lane, Newcastle Helix, Newcastle Upon Tyne, NE4 5TF** |
|  | **VIPER ENERGY SUPPLY LIMITED (Registered No. 10971909\_ whose registered office is at Utilihouse, East Terrace, Chorley PR7 6TE** |
|  | **WASHINGTON ENERGY LTD (Registered No. 10610614) whose registered office is at C/O Harrison Clark Rickerbys Limited, 5 Deansway, Worcester, Worcestershire, England, WR1 2JG** |
|  | **WILLAMETTE ENERGY LIMITED (Registered No 10861555) whose registered address is at whose registered address is at Water Court, 116-118 Canal Street, Nottingham, NG1 7HF** |
|  | **WILTON ENERGY LIMITED (Registered No. 04557531) whose registered office is at SCU (UK) Headquarters, Wilton International, Middlesbrough, Cleveland, TS90 8WS** |
|  | **XLN ENERGY LIMITED (Registered No. 09200327) whose registered office is at First Floor Milbank Tower, 21-24 Milbank, London, SW1P 4QP** |
|  | **ZEBRA POWER LIMITED (Registered No. 10026693) whose registered office is at Manchester International Office Centre, Styal Road, Heald Green, Cheshire, M22 5WB** |
|  | **ZENIC ENERGY LIMITED (Registered No. 11050823) whose registered office is at 28 Uplands Crescent, Uplands, Swansea SA2 0PB** |
|  | **ZOG ENERGY (Registered No.08222325) whose registered office is at IP City Centre, 1 Bath Street, Ipswich, Suffolk IP2 8SD** |
|  | **ZYTHOS ENERGY LIMITED (Registered No. 10861769) whose registered address is at whose registered address is at Water Court, 116-118 Canal Street, Nottingham, NG1 7HF** |











**SCHEDULE 2: NOT USED**



**SCHEDULE 3: NOT USED**

**SCHEDULE 4: NOT USED**

**SCHEDULE 5: NOT USED**







**SCHEDULE 6: NOT USED**

Each party shall appoint an appropriate person (each a **“Contract Manager”** and together the **“Contract Managers”**) to manage all matters arising under or in connection with this Agreement and to monitor the general operation of this Agreement

**APPENDIX 1 TO SCHEDULE** **6: NOT USED**

**SCHEDULE 7: NOT USED**

**SCHEDULE 8: NOT USED**

**SCHEDULE 9: NOT USED**



**SCHEDULE 10: NOT USED**

**SCHEDULE 11:NOT USED**

**SCHEDULE 12: NOT USED**



**SCHEDULE 13:NOT USED**

**SCHEDULE 14: NOT USED**

**SCHEDULE 15: NOT USED**























SCHEDULE 16: TO BE INSERTED

**IN WITNESS** whereof the parties have executed this Agreement on the day and year first hereinbefore mentioned.

SIGNED BY **M R ALEXANDER** (print name)

duly authorised on behalf of

**BRITISH GAS TRADING LTD**

SIGNED BY **Keith Stanyard** (print name)

duly authorised on behalf of

**EAST MIDLANDS ELECTRICITY PLC**

SIGNED BY **EDDIE HYAMS** (print name)

duly authorised on behalf of

**EASTERN ELECTRICITY PLC**

SIGNED BY **A J WHITTAKER** (print name)

duly authorised on behalf of

**LONDON ELECTRICITY PLC**

SIGNED BY **DUNCAN WHYTE** (print name)

duly authorised on behalf of

**MANWEB PLC**

SIGNED BY **R D MURRAY** (print name)

duly authorised on behalf of

**MIDLANDS ELECTRICITY PLC**

SIGNED BY **GRAHAM AUSTIN BROWN** (print name)

duly authorised on behalf of

**NATIONAL POWER PLC**

SIGNED BY **DAVID MALCOLM SWAN** (print name)

duly authorised on behalf of

**NORTHERN ELECTRIC PLC**

SIGNED BY **JOHN FARMER** (print name)

duly authorised on behalf of

**NORWEB PLC**

SIGNED BY **A A CLEMENTS** (print name)

duly authorised on behalf of

**NUCLEAR ELECTRIC LTD**

SIGNED BY **M G HARRIES** (print name)

duly authorised on behalf of

**POWERGEN PLC**

SIGNED BY **I MCMILLAN** (print name)

duly authorised on behalf of

**SCOTTISH HYDRO-ELECTRIC PLC**

SIGNED BY **DUNCAN WHYTE** (print name)

duly authorised on behalf of

**SCOTTISH POWER PLC**

SIGNED BY **JOHN WEIGHT** (print name)

duly authorised on behalf of

**SEEBOARD PLC**

SIGNED BY **J E ROBERTS** (print name)

duly authorised on behalf of

**SOUTH WALES ELECTRICITY PLC**

SIGNED BY **D A LICKORISH** (print name)

duly authorised on behalf of

**SOUTH WESTERN ELECTRICITY PLC**

SIGNED BY **JAMES HART** (print name)

duly authorised on behalf of

**SOUTHERN ELECTRIC PLC**

SIGNED BY **G J HALL** (print name)

duly authorised on behalf of

**YORKSHIRE ELECTRICITY GROUP PLC**

SIGNED BY **H E MARKS** (print name)

duly authorised on behalf of

**ENERGY POOL FUNDS ADMINISTRATION LIMITED**

SIGNED BY **DOUGLAS WRIGHT** (print name)

duly authorised on behalf of

**SCOTTISH ELECTRICITY SETTLEMENTS LIMITED**

SIGNED BY **HUGH** **SPICER** (print name)

duly authorised on behalf of

**MRA SERVICE COMPANY LIMITED**