

DATED [ \*\* ]

GAS AND ELECTRICITY MARKETS AUTHORITY

OFFICE OF GAS AND ELECTRICITY MARKETS

and

**[Notes: name of counterparty]**

---

**AGREEMENT**

**FOR PROVISION OF**

**[Notes: insert details]**

---

AGREEMENT REFERENCE

**[Notes: TBC]**

## AGREEMENT FOR [\*\*\*\*\*] AND CONSULTANCY SERVICES

DATE: [\*\*][\*\*] 201\*\*

### PARTIES

- (1) **Gas and Electricity Markets Authority (“GEMA”)** and the **Office of Gas and Electricity Markets (“Ofgem”)** 9 Millbank, London SW1P 3GE;
- (2) [*Notes: insert details*], (the “**Consultant**”).

### RECITALS

- (A) Ofgem advertised its requirement on [insert date] and set out its requirement for Services in an invitation to tender/to provide a proposal (“ITT/IPP”) (**Notes: amend as appropriate**)
- (B) The Consultant submitted its proposal (“Consultant’s Proposal”) in response to Ofgem’s ITT/IPP on [insert date] (**Notes: amend as appropriate**)
- (C) On the basis of Ofgem’s ITT/IPP and the Consultant’s Proposal, Ofgem awarded a contract to the Consultant on the terms and conditions set out below. (**Notes: amend as appropriate**)

### NOW IT IS AGREED AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall have the following meanings save where the context provides otherwise:

**“Agreement”**

means this agreement and all schedules to this agreement;

**“Bribe”**

means the receiving or offering of any undue reward by or to any person whatsoever, in a public office, in order to influence his behaviour in office and incline him to act contrary to the known rules of honesty and integrity;

**“Contracting Authority”**

means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than Ofgem;

**“Commencement Date”**

[*Note: insert commencement date*]

**“Confidential Information”**

Any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including any information provided by any person to GEMA or Ofgem under the Utilities Act 2000, the Gas Act 1986, the Electricity Act 1989, the Energy Act 2004 or any other statute in accordance with its functions as regulator or information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the [Data Protection Act 1998.] Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure;
- (b) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information;

**"Crown"**

means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**“CCS”**

means the Crown Commercial Service or any successor organisation;

**“Intellectual Property Rights”**

means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**Insurance Policies:**

means commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover;

**“Key Personnel”**

the Consultant's personnel essential to the effective delivery of the Services as named at clause 11;

**“Ofgem”**

is the Office of the Gas and Electricity Markets Authority (“Ofgem”), and the terms “Ofgem” and the Gas and Electricity Markets Authority (“GEMA”) are used interchangeably in this Agreement;

**“Ofgem Project Manager”**

is as defined at clause 5.1.1;

**“Payment Schedule”**

means schedule 2 to the Agreement;

**“Party”**

GEMA, Ofgem, or the Consultant specified in this Agreement. Together, (the “Parties”);

**“Project Specific Intellectual Property Rights”**

means Intellectual Property Rights in the Services provided by the Consultant (or by a third party on behalf of the Consultant) specifically for the purposes of the Agreement, and all updates and amendments of these items;

**“Services”**

means the services to be provided as specified in the Specification;

**“Specification”**

means the description of the Services to be provided under this Agreement as set out in the Specification (Schedule 1, hereto);

**“Termination Date”**

The Agreement shall terminate on [**Notes: insert termination date e.g. 6 months from Commencement Date**] or such earlier date on which this Agreement terminates howsoever arising and for whatever cause. The Agreement may be extended by mutual agreement between Ofgem and the Consultant, by a notice in writing.

### **“Working Days”**

means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

## **2. APPOINTMENT**

2.1 Ofgem hereby confirms the appointment of the Consultant from the Commencement Date upon the terms and conditions contained in this Agreement. The Consultant undertakes to:

2.1.1 use its best endeavours to perform and observe all its obligations under this Agreement, and

2.1.2 provide the Services with reasonable skill and care and that the services shall be delivered by appropriately experienced, trained and/or qualified personnel.

2.2 Subject to termination in accordance with the terms of this Agreement, such appointment will have effect from the Commencement Date and will continue until the Services are fully delivered, are no longer required or unless and until terminated by Ofgem by notice in writing.

2.3 The Consultant will not assign or sub-contract such Services to any other person, firm, company or organisation, without the prior written consent of Ofgem and undertakes to perform the Services efficiently and to the best of its ability.

2.4 The Consultant shall supply the Services to be delivered under this Agreement in accordance with Ofgem’s requirements as set out in the Specification.

## **3. FEE**

3.1 In consideration of the Services to be rendered by the Consultant under this Agreement, Ofgem will pay a rate (the “**Rate**”) as set out in the Payment Schedule.

3.2 It is estimated that Ofgem shall require the Services of the Consultant for an initial period of [\*\*\*]. The precise timing of the Services shall be agreed between Ofgem and the Consultant.

3.3 Ofgem shall pay the Rate up to a maximum cap (the “**Cap**”) of [£\*\*] and shall not be liable for any expenditure that exceeds this Cap, unless otherwise agreed.

3.4 The Consultant shall invoice Ofgem on a [monthly basis] for all work satisfactorily completed as reviewed by the Ofgem Project Manager specified at 5.1.1. Ofgem will pay the invoice within 30 days of receipt.

3.5 **All invoices must be sent to [invoices@ofgem.gov.uk](mailto:invoices@ofgem.gov.uk) and include the following:**

- Contract Reference [CON / SPEC / 2015 – XX];
- the Contract Managers Name [XXXX];
- the title of the contract [XXXXXX];
- the Rate and number of days provided or firm price; and

- the commencement and cut-off dates for the invoice if applicable.

**Failure to send the invoice to the correct address or include the information required will result in your invoice being rejected and will therefore considerably delay when payment is made.**

- 3.6 The Consultant will not be entitled to any other fees or payments save as expressly stated in clause 3.1 to 3.5 above.
- 3.7 The Rate will be exclusive of any VAT which may be payable in connection with the supply of the Services by the Consultant and the Consultant will if applicable notify Ofgem of its registration for VAT and provide VAT invoices in respect of the Services.
- 3.8 The Consultant will not be entitled to any other fees or payments save as expressly stated in clauses 3.1 to 3.6 above.

#### **4. INSURANCE AND LIABILITY**

- 4.1 The relationship of the Consultant to Ofgem will be that of independent Consultant and at no time will the Consultant or its staff hold itself out as being an employee of Ofgem.
- 4.2 [Except in relation to death or personal injury, or any matter for which it would be illegal for the Consultant to exclude or attempt to exclude its liability, the amount of the Consultant's liability arising from this Agreement shall be limited to [£\*\*] [**Notes: insert appropriate liability amount**] [ [the total Fees received by the Consultant from Ofgem under this Agreement.] [**Notes: an alternate option in relation to indemnity is noted below**].
- 4.3 [The Consultant shall have personal liability for and shall indemnify GEMA and Ofgem for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this Agreement including any negligent or reckless act, omission or default in] the provision of the Services and shall accordingly maintain in force full and comprehensive Insurance Policies.

#### **5. CONSULTANT'S OBLIGATIONS**

- 5.1 The Consultant agrees that it will during the term of this Agreement:
  - 5.1.1 report to the Ofgem Project Manager [**Notes: insert Ofgem project manager**], or such other person nominated by Ofgem, and agree with this person the precise timing of the delivery of the Services;
  - 5.1.2 render and perform the Services to the best of its skill, ability, knowledge and experience and use his best endeavours to promote the interests of Ofgem;
  - 5.1.3 remain available to undertake the Services for the duration of the Agreement;
  - 5.1.4 promptly give to Ofgem all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of Ofgem.
- 5.2 By entering into this Agreement the Consultant provides assurance to Ofgem that he has made appropriate and legitimate arrangements with Her Majesty's Revenue and Customs

(HMRC) for dealing with income tax and national insurance contribution obligations. Furthermore, the Consultant agrees, as a condition of this Agreement, to provide documentary evidence to this effect should Ofgem request it; furnishing this evidence within three working days of the request being made. Failure to provide the documentary evidence would result in Ofgem terminating this Agreement with immediate effect; Ofgem would be liable to pay for Services provided up to and including the date of termination and will have no further liability to the Consultant. Furthermore, Ofgem reserves the right to pass relevant information to HMRC or other public bodies about payments under this contract; additionally Ofgem may be required to publish contract information.

## **6. CONFIDENTIALITY**

- 6.1 The Consultant undertakes not to disclose in any way or form whether before or after the Termination Date to any person, firm or company any information which is acquired either directly or indirectly by the Consultant as a result of the provision of the Services or the performance of the Consultant's obligations under this Agreement.
- 6.2 The Consultant may only provide information to any person, firm or company to the extent strictly necessary in the performance of the Services, to the extent required by law, or to the extent specifically authorised in writing by Ofgem.
- 6.3 The Consultant acknowledges that information obtained in the course of providing the Services may further be covered by confidentiality obligations in the Utilities Act 2000 or the Companies (Audit, Investigations and Community Enterprise) Act 2004 such that it is an offence under such Acts to disclose information.
- 6.4 Nothing in this Agreement shall prevent the Ofgem from disclosing the Consultant's Confidential Information:
- 6.4.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- 6.4.2 to any consultant, contractor or other person engaged by the Ofgem or any person conducting a CCS review;
- 6.4.3 for the purpose of the examination and certification of Ofgem's accounts;
- 6.4.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Ofgem has used its resources.
- 6.5 Ofgem reserves the right to disclose any contract information, including Confidential Information, that any Crown Body requests it to publish.
- 6.6 The Consultant shall comply with the Client's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, worker, customer, supplier or agent of Ofgem.

## **7. CONFLICTS OF INTEREST**

- 7.1 The Consultant shall take appropriate steps to ensure that it is not placed in a position where, in the reasonable opinion of Ofgem, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to Ofgem under the provisions of the Agreement. The Consultant will disclose to Ofgem full particulars of any such conflict of interest which may arise.
- 7.2 Where Ofgem is of the reasonable opinion that the conflict of interest notified to it under clause 7.1 above is capable of being avoided or removed, Ofgem may require the Consultant to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and if the Consultant fails to comply with Ofgem's requirements in this respect, or if, in the opinion of Ofgem compliance does not avoid or remove the conflict, Ofgem may determine the Agreement and recover from the Consultant the amount of any loss resulting from such determination.
- 7.3 Where Ofgem is of the reasonable opinion that the conflict of interest which existed at the time of the award of the Agreement could have been discovered with the application by the Consultant of due diligence and ought to have been disclosed as required prior to the contract Commencement Date, Ofgem may determine the Agreement immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Consultant the amount of any loss resulting from such determination.
- 7.4 Ofgem reserves the right to terminate this Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of Ofgem, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to Ofgem under the provisions of the Agreement. The actions of Ofgem pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Ofgem.

## **8. TERMINATION**

- 8.1 Notwithstanding any other provision in this Agreement, Ofgem will be entitled to terminate this Agreement with immediate effect if the Consultant:
- 8.1.1 commits a serious breach of any of the provisions of this Agreement or failing for whatever reason to perform the Services adequately or at all; or
  - 8.1.2 is guilty of conduct tending to bring itself or Ofgem into disrepute; or
  - 8.1.3 becomes bankrupt or making any arrangement or composition with his creditors or taking advantage of any statute for the time being in force affording relief for instalment debtors; or
  - 8.1.4 ceases to be available to discharge its obligations under this Agreement for any reason for a period of 30 days or more; or
  - 8.1.5 notwithstanding any other provision in this Agreement, Ofgem will be entitled to terminate this Agreement with immediate effect if the Consultant:
  - 8.1.6 is in breach of any of its obligations under this Agreement; or



- 8.1.7 passes a resolution to wind up its business or if a receiver of the undertaking, property or assets or any part thereof is appointed or if it makes or offers any arrangement or composition with its creditors or if a Court orders it's winding up.
- 8.2 The Consultant will not at any time after the Termination Date represent Ofgem.
- 8.3 Upon termination of this Agreement for any reason, the Consultant will deliver to Ofgem all letters, publications, papers, discs, tapes, reports, documents, memoranda, computer peripherals, data files software or electronic documents and other items which may have been prepared by the Consultant or come into the possession of the Consultant by virtue of this Agreement and/or the performance of the Services and all copies thereof and will not keep possession of copies of any such items or property or other items on which any Confidential Information is recorded or stored. [In respect of any such items or information held on any computer software data files or other equipment belonging to the Consultant, it hereby undertakes to delete any such items and information and all copies immediately on termination of this Agreement.]
- 8.4 On the termination of this Agreement howsoever arising, the Consultant will not have any claims for damages or compensation of any nature whatsoever and will merely be entitled to any outstanding fees due to the Consultant up to the Termination Date pursuant to clause 3. Any fees paid to the Consultant in advance will be calculated on a pro rata basis and any sum representing any period after the Termination Date will be repaid to Ofgem by the Consultant or deducted by Ofgem from any fees or other payments due or owing by Ofgem to the Consultant.
- 8.5 Ofgem shall have the right to terminate this Agreement at any time by giving 1 month's written notice to the Consultant.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All title to and all rights and interest in the Project Specific IPRs shall vest in Ofgem. The Consultant hereby assigns to Ofgem, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so.
- 9.2 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, databases, patents, patterns, models, designs or other material (furnished to or made available to the Consultant by or on behalf of Ofgem shall remain the property of Ofgem; and prepared by or for the Consultant on behalf of Ofgem for use, or intended use, in relation to the performance by the Consultant of its obligations under this Contract shall belong to Ofgem.
- 9.3 For the avoidance of doubt Project Specific IPRs shall exclude drafts and internal working papers.
- 9.4 Should the Consultant wish to use the Project Specific IPRs then it shall make a written request to Ofgem requesting permission to do so.

## **10. MISTAKES IN INFORMATION**

- 10.1 The Consultant shall be responsible for the accuracy of all documentation and information provided to Ofgem by the Consultant in connection with the provision of the Services and Ofgem shall have no liability for any extra costs occasioned by any discrepancies, errors or omissions therein.

## **11. KEY PERSONNEL**

- 11.1 The Consultant acknowledges that [**Notes: name 1**] and [**Notes: name 2**] are essential to the proper provision of the Services to Ofgem.
- 11.2 The Consultant shall not be released from providing the Services without the agreement of Ofgem, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

## **12. DISCLOSURE REQUESTS**

- 12.1 The Consultant acknowledges Ofgem's responsibilities under the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with Ofgem to ensure it complies with its information disclosure obligations. The Consultant shall assist Ofgem at no additional charge in meeting any reasonable requests for information in relation to the Agreement which are made to Ofgem in connection with the FOIA/EIR and/or any statutory modification or re-enactment thereof or any related guidelines or codes or practice.

## **13. DISPUTE RESOLUTION**

- 13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
- 13.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 13.3 If the dispute cannot be resolved by the Parties pursuant to clause 13.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 13.5 unless:
- 13.3.1 Ofgem considers that the dispute is not suitable for resolution by mediation; or
- 13.3.2 the Consultant does not agree to mediation.
- 13.4 The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Consultant and its Key Personnel shall comply fully with the requirements of this Agreement at all times.
- 13.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- 13.5.1 a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation body to appoint a Mediator;
- 13.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation body to provide guidance on a suitable procedure;
- 13.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 13.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 13.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties;
- 13.5.6 if the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts in accordance with clause 13.6.
- 13.6 Subject to clause 13.2, the Parties shall not institute court proceedings until the procedures set out in clause 13.1 and 13.3 have been completed.

#### **14. SECURITY VETTING & FRAUD CHECKS**

- 14.1 In order to ensure that Ofgem establishes and maintains a reputation for impartiality, integrity and high professional standards, Ofgem may undertake, security vetting and fraud checks on the Consultants personnel at any time where it is deemed appropriate. As part of these checks, we anticipate submitting details to the Credit Industry Fraud Avoidance System (CIFAS) and to the organisers of similar databases for review. If as a result of our submissions we receive any information back that raises a concern then we will review this information with the Consultant. Following such review, Ofgem shall have the right to request unsuitable personnel be substituted if it deems necessary (with personnel of equal or better standing in terms of knowledge, expertise and/or experience). If suitable individual(s) are not proposed (or, if proposed not accepted by Ofgem) then the contract will be terminated with immediate effect and the contract termination clauses will apply. Ofgem’s liability for terminating the contract under this clause shall be for Services reasonably performed up until the termination date.

14.2 Additionally, where Ofgem has confirmed to the Consultant that our conclusion is that fraud or the commission of any other criminal offence has occurred when applying for, or during the course of their contract with Ofgem, Ofgem reserves the right to pass details of this to the organisers of the fraud prevention databases to which we subscribe.

## 15. MISCELLANEOUS

15.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall have effect to the exclusion of any other memorandum, agreement or understanding of any kind between the parties preceding the date of this Agreement relating to the provision of the Consultant's time or services in whatever manner.

15.2 This Agreement may only be amended, superseded, cancelled or any of its terms and conditions waived by written instrument signed by or on behalf of Ofgem and the Consultant or, in the case of waiver, of the party waiving compliance.

15.3 The failure or the delay on the part of any party to exercise or enforce any right, power or privilege under this Agreement will not operate as a waiver, nor will the single or partial exercise of any right, power or privilege preclude any other or further exercise of that or any other right, power or privilege. If any party expressly waives any breach, such waiver will not operate as a waiver of a similar breach on another occasion or as a waiver of any other breach.

15.4 The Parties will pay their own legal, professional and other costs in connection with the preparation and completion of this Agreement.

15.5 This Agreement will be governed and construed in accordance with the Laws of England and the parties to this agreement submit to the exclusive jurisdiction of the English Courts.

15.6 The Bribery Act 2010 consolidates existing offences of offering or receiving a Bribe, bribery of foreign public officials and introduces a new corporate offence of failure by a commercial organisation to prevent a bribe being paid or received on its behalf. The Consultant shall:

15.6.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

15.6.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

15.6.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and clause 15.6.2, and will enforce them where appropriate;

15.6.4 promptly report to Ofgem's Head of Procurement any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement.

15.7 The Consultant when engaged within the boundaries of Ofgem premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside Ofgem's premises.

- 15.8 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, sending of an email, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of GEMA) its address for the time being at 9 Millbank, London, SW1P 3GE and in the case of the Consultant its last known address. Any such notice shall be deemed to have been received.
- 15.8.1 if delivered personally, at the time of delivery; or
- 15.8.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
- 15.9 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.
- 15.10 Except as expressly provided elsewhere in this Agreement a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.11 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.
- 15.12 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

This Agreement has been entered into the day and year first above written.

SIGNED by

Name:

for and on behalf of  
**GEMA and Ofgem**

SIGNED by

Name:

for and on behalf of  
**Consultant**

## **Schedule 1: The Specification**

**[Note:insert detail]**

## Schedule 2: Payment Schedule

[*Note:insert detail*]