

**THIS ORIGINAL ACCESSION AGREEMENT** is made on 28 February 2019.

**BETWEEN:**

- (1) Retail Energy Code Company Limited a company incorporated in England and Wales with company number 10989875 (“**RECCo**”); and
- (2) each holder of an Energy Licence which enters into this Original Accession Agreement (the “**Other Original Parties**”), as set out in the Schedule.

**WHEREAS:**

- (A) RECCo has been established to facilitate the operation of the Retail Energy Code.
- (B) The Other Original Parties are obliged by their Energy Licences to become a Party to the Retail Energy Code.
- (C) RECCo and the Other Original Parties have agreed to be bound by the Retail Energy Code in accordance with this Original Accession Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1 Interpretation**

- 1.1 In this Original Accession Agreement, “**Retail Energy Code**” means the code of that name maintained pursuant to the electricity supply licences granted pursuant to the Electricity Act 1989 and the gas supply licences granted pursuant to the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.
- 1.2 Subject to clause 1.1 above, the words and expressions used in this Original Accession Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in the Retail Energy Code.

**2 Compliance with the Retail Energy Code**

- 2.1 With effect from the date hereof, RECCo and the Other Original Parties hereby undertake, for the benefit of each other Party from time to time, to comply with the Retail Energy Code in accordance with, and subject to, its terms and conditions.

**3 Identity of the Parties**

- 3.1 RECCo and each Other Original Party acknowledges that it has agreed a mechanism (set out in the Retail Energy Code) by which New Parties may in the future become bound by the Retail Energy Code, each of whom will then become a Party for the purposes of clause 2 above and otherwise.

3.2 RECCo and each Other Original Party acknowledges that it has agreed a mechanism (set out in the Retail Energy Code) by which it may cease to be bound by the Retail Energy Code, from which time it will (subject to the saving provisions set out in the Retail Energy Code) cease to be obliged to comply with the Retail Energy Code.

3.3 RECCo and each Other Original Party acknowledges that it has agreed a mechanism (set out in the Retail Energy Code) by which other Parties may cease to be bound by the Retail Energy Code, from which time such other Parties will (subject to the saving provisions set out in the Retail Energy Code) cease to be a Party for the purposes of clause 2 above and otherwise.

#### **4 Party Details**

4.1 Each Other Original Party's Party Details shall initially be those details set out as such in the Schedule, and shall be subject to change in accordance with the Retail Energy Code.

#### **5 Third Party Rights**

5.1 Without prejudice to any provisions of the Retail Energy Code permitting enforcement of the Retail Energy Code by third parties, no Party intends that any of the terms or conditions of this Original Accession Agreement will be enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

#### **6 Counterparts**

6.1 This Original Accession Agreement may be executed in any number of counterparts each executed by one or more Parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Each counterpart executed by one or more of the Other Original Parties shall attach a schedule containing details of that Party, all of which schedules together shall comprise the "**Schedule**".

#### **7 Governing Law and Jurisdiction**

7.1 This Original Accession Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws specified in the Retail Energy Code from time to time.

7.2 In relation to any dispute or claim arising out of or in connection with this Original Accession Agreement (including in respect of non-contractual claims), RECCo and each of the Other Original Parties irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in the Retail Energy Code from time to time.

**THIS ACCESSION AGREEMENT** has been executed and delivered as a DEED on the date first stated above.

..... *[signature by or on behalf of Party]*

Executed and delivered as a **DEED** by

Director on behalf of / Duly Authorised Signatory of / Signed by

..... *[name of Party]*

..... *[name of person signing on behalf of Party if different]*

in the presence of:

..... *[signature of witness]*

..... *[name of witness]*

..... *[address of witness]*

**Schedule to the Original Accession Agreement – Party Details**

	<b>To be completed by or on behalf of the legal entity that is entering into this Original Accession Agreement</b>
Party's full legal name	
Whether the Party is a company or a natural person or a partnership etc.	
The Party's jurisdiction of incorporation (if applicable)	
The Party's registered number (if applicable)	
The Party's registered address (or, if not applicable, its principal address)	
The Party's VAT registration number (if applicable)	
The Party's Contract Manager(s) (including contact details)	
The Party's address for invoices	
The Party's address for other notices	
Where the Party is incorporated or resident outside the United Kingdom, an address in the United Kingdom for the receipt of legal notices on behalf of the Party	