
**NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED
STANDARD TERMS AND CONDITIONS FOR THE PROVISION
OF CONSTRAINT MANAGEMENT PATHFINDER SERVICES**

DRAFT

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1. **CONTRACT FRAMEWORK**

1.1 This document (the “**Standard Contract Terms**”) contains rules for the submission of **CMP Tenders** and the detailed service terms with respect to **CMP Contracts** formed in relation thereto. It is, where relevant, to be read and construed alongside the **CMP Tender Procedure**.

1.2 The **Company** is entitled at any time (including during the term of any **CMP Contract**) to:

(a) amend the description of the circuits listed in Schedule 3 to reflect any changes to the **National Electricity Transmission System**; and/or

(b) add further circuits to the list of **Trip Conditions**,

provided that the **Company** shall notify **Providers** in writing at least seven (7) days prior to the date on which such changes are to take effect.

1.3 Without prejudice to paragraph 1.2, these **Standard Contract Terms** may be amended and re-issued by the **Company** from time to time and any such amendment and re-issue shall supersede this document with effect from the date specified, being not less than five (5) **Business Days** after the date of publication on the **Company’s** website and provided always that no change shall take effect during the term of any **CMP Contract**.

2. **DEFINITIONS AND INTERPRETATION**

2.1 In these **Standard Contract Terms**, unless the subject matter or context otherwise requires or is inconsistent therewith, or unless expressly defined herein the definitions set out in Schedule 1 shall apply.

2.2 In these **Standard Contract Terms**:

2.2.1 except where the context otherwise requires, references to a particular Section, Paragraph, Appendix or Schedule shall be a reference to that section, paragraph, appendix or schedule in or to these **Standard Contract Terms**;

2.2.2 the table of contents and headings are inserted for convenience only and shall be ignored in construing these **Standard Contract Terms**;

2.2.3 references to the words “include” or “including” are to be construed without limitation;

2.2.4 references to a “Month” shall be construed as references to a calendar month;

2.2.5 except where the context otherwise requires, any reference to an Act of Parliament or any Part or Section or other provision of, or Schedule to, an Act of Parliament shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant Act of Parliament;

2.2.6 references to the masculine shall include the feminine and references in the singular shall include references in the plural and vice versa; and

2.2.7 except where the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

3. **CMP TENDERS**

3.1 The **Company** will procure **Constraint Management Services** through a **Tender** for **CMP Contracts** in respect of each **CMP Year**, provided always that the **Company** may (at its absolute discretion) elect not to run a **Tender** in respect of any **CMP Year** and to extend the term of all then current **CMP Contracts** in accordance with paragraph 3.2.

3.2 The **Company** may, where it elects not to run a **Tender** under paragraph 3.1, extend the term of a **CMP Contract** for the period of the next following **CMP Year** (“**Extension Period**”) by written notice to the **Provider** given not later than one (1) Month prior to the date of its expiry. Unless the **CMP Contract** is further extended under this paragraph for the subsequent **CMP Year**, the **CMP Contract** shall terminate automatically without notice on the expiry of the **Extension Period**.

3.3 Where the **Company** exercises its right to extend a **CMP Contract** under paragraph 3.2, the **Tripping Payment Rate** under the **CMP Contract** shall be subject to indexation in accordance with Schedule 4.

3.4 As part of each **Tender** conducted in accordance with this Section 3, the **Company** shall issue a request for prequalification (“**RFPQ**”). Any **Provider** or third party meeting the eligibility requirements set out in the **RFPQ** and having entered into a **Framework Agreement** shall be entitled to participate in the **Tender** and to submit a **CMP Tender** in accordance with the **CMP Tender Procedure** issued by the **Company**.

3.5 Each **CMP Tender** must be submitted by the deadline specified in the relevant **CMP Tender Procedure** and, save as otherwise provided in the **CMP Tender Procedure**, must specify:

3.5.1 the identity of the **Provider**;

3.5.2 the **Arming Payment Rate**; and

3.5.3 the **Tripping Payment Rate**.

3.6 No costs or expenses incurred by **Providers** in the course of preparing and/or submitting any **CMP Tender** shall be payable by the **Company**. Save to the extent published by the **Company** pursuant to paragraph 3.9, the contents of each **CMP Tender** shall be treated as private and confidential. **Providers** must not divulge or release details of the **CMP Tender** to any third party, other than on an “in confidence” basis to those parties having a legitimate need to know, or whom they need to consult for the purpose of preparing the **CMP Tender**.

3.7 **CMP Tenders** shall be assessed in accordance with the **CMP Tender Assessment Principles** and the **Company** shall notify by email each **Provider** whose **CMP Tender** has been accepted of its acceptance decision.

- 3.8 Acceptance by the **Company** of each **CMP Tender** shall constitute formation of a **CMP Contract** in relation to each applicable tendered **BM Unit**, which shall be personal to the **Provider** and may not be assigned or transferred otherwise than in accordance with Section 9 without the consent of the **Company** (not to be unreasonably withheld or delayed).
- 3.9 To assist **Providers** in the tender process described in this Section 3, the **Company** may (at its discretion) publish on its website such information as it reasonably considers to be relevant and helpful in the preparation of **CMP Tenders**, including:-
- 3.9.1 the identity of each tendered **BM Unit**;
- 3.9.2 the name of each **Provider** for each tendered **BM Unit**; and
- 3.9.3 the **Arming Payment Rates** and **Tripping Payment Rates** for each tendered **BM Unit**.
- 3.10 By submitting a **CMP Tender**, each **Provider** hereby warrants and undertakes to the **Company** that it has neither fixed nor adjusted its prices or any of them under or in accordance with any agreement or arrangement with any other person, and that it has neither communicated to a person (other than its professional advisers) the amount or approximate amount of the tendered **Arming Payment Rate** or **Tripping Payment Rate** (other than in confidence in order to obtain quotations necessary for insurance purposes), nor entered into any agreement or arrangement with any other person to restrain that other person from tendering or to fix or adjust the prices or any of them to be submitted by that other person. Each **Provider** indemnifies the **Company** from and against any losses, liabilities, claims, expenses and demands which the **Company** might suffer as a result of the **Provider** being in breach of the warranty and undertaking set out in this paragraph.

4. **SERVICE OBLIGATIONS**

4.1 **Introduction**

- 4.1.1 The provisions of this Section 4 shall apply with respect to a **Provider** who has submitted a **CMP Tender** in accordance with Section 3, which has been accepted by the **Company** thereby forming a **CMP Contract** for the relevant **BM Unit**.

4.2 **Availability of Service**

- 4.2.1 The **Provider** agrees to the **Commercial Intertrip Scheme** being **Armed** by the **Responsible TO** on the **Company's** instruction at any time and from time to time when **Active Power** is being exported to the **National Electricity Transmission System** from the **Power Station** in accordance with and subject to these **Standard Contract Terms**.
- 4.2.2 It is agreed by the **Parties** that the **Commercial Intertrip Scheme** shall be in addition to (and shall not prejudice the operation of) any **System to Provider Operational Intertripping Scheme** as provided for in the applicable **Bilateral Agreement**.

4.3 **Instruction to Arm**

4.3.1 Where the **Company** has a requirement for **Arming** of the **Commercial Intertrip Scheme**, then subject always to paragraph 4.3.2, it will instruct the **Responsible TO to Arm** the **Commercial Intertrip Scheme** and to notify the **Provider** accordingly ("**Arming Instruction**") by email or fax to the email address or fax number set out in the **Framework Agreement**, specifying:

- (a) the selected **Trip Conditions**;
- (b) the date and time from when the **Commercial Intertrip Scheme** will be **Armed**; and
- (c) the specific **Contracted Units** in respect of which the **Commercial Intertrip Scheme** will be **Armed**.

4.3.2 The **Company** may not issue an **Arming Instruction** with respect to any **Contracted Unit** in relation to any period where:

- (a) that **Contracted Unit** is intended by the **Provider** (as shown by the prevailing **Physical Notification**) to be **Desynchronised** for whatever reason thereby rendering the **Commercial Intertrip Scheme** unavailable in respect of such **Contracted Unit**; or
- (b) the **Company** has been notified by the **Provider** pursuant to paragraph 4.9 that the **Contracted Unit** is not available to the **Commercial Intertrip Scheme** for technical reasons related to such **Contracted Unit**.

4.4 **Arming**

4.4.1 The **Provider** acknowledges that the **Arming** of the **Commercial Intertrip Scheme** in respect of the **Contracted Units** may be instructed when the **Contracted Units** are exporting to the **National Electricity Transmission System**.

4.5 **Disarming**

4.5.1 The **Company** may instruct the **Responsible TO to Disarm** the **Commercial Intertrip Scheme** ("**Disarming Instruction**") and to notify the **Provider** accordingly.

4.5.2 Notwithstanding the above, the **Commercial Intertrip Scheme** shall be deemed to be **Disarmed** with respect to any **Contracted Unit** where:

- (i) that **Contracted Unit** is **Desynchronised** for whatever reason; or
- (ii) that **Contracted Unit** is tripped otherwise than in accordance with a signal from the **Commercial Intertrip Scheme**,

such **Disarming** to be deemed to be effective from the commencement of the **Settlement Period** in which such **Desynchronisation**, or trip occurred until the

Company is notified of the restored availability of the **Contracted Unit** for participation in the **Commercial Intertrip Scheme** in accordance with paragraph 4.9.2.

4.6 **Tripping**

4.6.1 Following each **Trip**, and with respect to the relevant **Contracted Units** the **Commercial Intertrip Scheme** shall be deemed to be **Disarmed** pursuant to paragraph 4.5.2(i) or paragraph 4.5.2(ii) as appropriate until the end of the **Balancing Mechanism Window**.

4.6.2 Without prejudice to the **Provider's** obligations under **Grid Code OC7**, upon each incidence of **Tripping**, the **Provider** shall, as soon as reasonably practicable, notify the **Company** of the cessation of the export of **Active Power** from the **Contracted Units** by facsimile or email.

4.7 **Payments**

4.7.1 In consideration of the **Provider** complying with its obligations, and subject to any notification under paragraph 4.9.1, the **Company** shall pay to the **Provider** in accordance with Section 5 (*Payment*) an amount (the "**Arming Payment**") calculated for each relevant **Contracted Unit** and by reference to: (1) the **Arming Payment Rate**; and (2) the period in respect of which the **Commercial Intertrip Scheme** is **Armed** by the **Company** (the "**Arming Period**").

4.7.2 In respect of each **Trip** of a **Contracted Unit**, the **Company** shall (subject to paragraph 4.7.3) pay to the **Provider** in accordance with Section 5 (*Payment*) an amount (the "**Tripping Payment**") calculated by reference to the **Tripping Payment Rate**.

4.7.3 For the avoidance of doubt, the **Parties** agree that no **Tripping Payment** shall be made where:

- (a) reduction in **Active Power Output** of a **Contracted Unit** occurred otherwise than in accordance with a signal from the **Commercial Intertrip Scheme** to that **Contracted Unit**;
- (b) reduction in **Active Power Output** of a **Contracted Unit** occurred outside of an **Arming Period**; or
- (c) reduction in **Active Power Output** of a **Contracted Unit** occurred following a withdrawal of availability in accordance with paragraph 4.9.1 and before the **Company** is first notified of the restored availability of the **Commercial Intertrip Scheme** pursuant to paragraph 4.9.2.

4.7.4 For the purposes of the **ABSVD Methodology Statement** the reduction in **Output of Active Power** following operation of the **Commercial Intertrip Scheme** resulting in disconnection of a **Contracted Unit** shall be determined in accordance with the provisions of Schedule 2.

4.7.5 If, following the operation of the **Commercial Intertrip Scheme** resulting in disconnection of a **Contracted Unit**, a **Bid Offer Acceptance** has not been issued by the **Company** with effect from the end of the **Balancing Mechanism Window**, the **Company** shall pay compensation calculated by reference to the **Bid Prices** and the **PN** prevailing for the **Contracted Unit** at the time of the **Trip** for the period commencing at the end of the **Balancing Mechanism Window** and ending at the earlier of: (i) the effective time of **Bid Offer Acceptance** issued by the **Company** in respect of the **Contracted Unit** and (ii) the time of resynchronisation of the **Contracted Unit**.

4.8 **Grid Code**

4.8.1 The provision by the **Provider** of the **Constraint Management Service** shall not relieve it of any of its obligations (where applicable) set out in the **Grid Code**.

4.8.2 In addition to the provisions of paragraph 4.8.1, if during an **Arming Period** the **Commercial Intertrip Scheme** fails to operate in accordance with the terms of these **Standard Contract Terms** for whatever reason, the **Company** may instruct the **Provider** to trip the relevant **Contracted Units** by issuing an **Emergency Instruction** in accordance with the provisions of the **Grid Code** provided that if the **Company** issues a **Bid Offer Acceptance** (or such an instruction is treated as a **Bid Offer Acceptance**), or the **Provider** receives any other payments in accordance with the provisions of the **Grid Code** and/or the **CUSC** and/or the **BSC** in respect of such **Emergency Instruction**, then the **Provider** shall pay to the **Company** the sum of any such payments received less any **Tripping Payment** which the **Provider** would have received if the **Commercial Intertrip Scheme** had operated in accordance with the terms of these **Standard Contract Terms** (or where the **Tripping Payment** is greater than the sum of any other such payments received, the **Company** shall pay to the **Provider** the difference). Such payments shall be made in accordance with Section 5 (*Payment*).

4.9 **Unavailability of the Constraint Management Service**

4.9.1 If for any reason (including any event or circumstance of **Force Majeure**) a **Contracted Unit** becomes unavailable for participation in the **Commercial Intertrip Scheme** for reasons relating to safety to the plant and/or personnel and/or technical reasons related to that **Contracted Unit**, the **Provider** shall as soon as reasonably practicable notify the **Company** by facsimile or email in the form set out in Schedule 5. Such notification shall include a brief explanation thereof, the time of commencement of unavailability and the expected duration thereof.

4.9.2 The **Provider** shall as soon as reasonably practicable notify the **Company** by facsimile or email in the form set out in Schedule 5 of the restored availability of the **Contracted Units** for participation in the **Commercial Intertrip Scheme** following the resolution of the technical problems related to the **Contracted Units**. Such notification shall specify the time of restoration of the availability of the **Contracted Units** for participation in the **Commercial Intertrip Scheme** and shall specify the steps taken to resolve such problems.

4.10 **Damage to Plant and Apparatus**

Each **Party** shall bear the risk of, and the other **Party** shall have no liability to that **Party** in respect of, loss or damage to that **Party's Plant** or **Apparatus** caused directly or indirectly by the occurrence (or failure to occur) of a **Trip** with respect to the **Contracted Units** in the manner contemplated by these **Standard Contract Terms** (whether **Tripping** or failure to **Trip** is caused by the other **Party's** default or the malfunction of its **Plant** and **Apparatus** or otherwise).

4.11 **Allowed Interruption**

Any **Tripping** of any **Contracted Units** pursuant to these **Standard Contract Terms** shall constitute an **Allowed Interruption** for the purposes of Paragraph 5.10 of Section 5 of the **CUSC** and therefore no **Interruption Payment** shall become due or payable.

4.12 **Revisions to Arming Payment Rate**

4.12.1 The **Provider** may, in respect of a Month or such other reference period as the **Company** may notify to the **Provider** in accordance with paragraph 4.12.2, revise the **Arming Payment Rate** applicable to a **CMP Contract** to a level not exceeding the **Arming Payment Rate** specified in its **Tender Submission**, by notice in writing to the **Company** given not earlier than the second **Business Day** in the preceding Month and not later than the eighth **Business Day** in the preceding Month. The **Company** shall acknowledge such notice in writing as soon as reasonably practicable following receipt.

4.12.2 The **Company** may from time to time and by not less than ten (10) **Business Days** notice in writing to the **Provider**, change the reference period and the notice periods specified in paragraph 4.12.1 as it in its absolute discretion sees fit.

5. **PAYMENT**

5.1 As soon as reasonably practicable and no later than eight (8) **Business Days** following the end of each Month in which an **Arming Instruction** was issued to a **Provider**, the **Company** shall send to the **Provider** a statement (the "**Monthly Statement**") setting out the amounts payable. The **Company** shall include in that statement:-

5.1.1 its calculation of the **Arming Payment** and any **Tripping Payment** due to the **Provider** in respect of the previous Month;

5.1.2 if relevant, its calculation of the compensation payable in accordance with paragraph 4.7.5; and

5.1.3 if relevant, adjustments to be made (net of interest) in relation to disputes concerning **Arming Payments** or **Tripping Payments** in respect of any month prior to the previous Month.

5.2 If the **Provider** disagrees with any dates times facts or calculations set out in the **Monthly Statement**, it may notify the **Company** in writing, with the evidence on

which it relies in support of such disagreement, no later than the date falling ten (10) **Business Days** after receipt thereof, but in the absence of any such notification by such date, the **Monthly Statement** shall be final and binding on the **Parties** subject only to paragraph 5.3. The **Parties** shall discuss and endeavour to resolve the matter in good faith and any adjustments agreed shall be included in the **Monthly Statement** next following the date of resolution of the dispute. The dates, times, facts and calculations set out in the **Monthly Statement** shall be binding upon the **Parties** until such time as they are reversed or revised by agreement between the **Parties** or otherwise determined pursuant to Section 16 (*Dispute Resolution*).

- 5.3 Where, having regard to any **Settlement Run** or to the results of any other monitoring by the **Company** of service delivery, the **Company** or the **Provider** discovers that some or all of any calculations and/or amounts falling due shown in any **Monthly Statement** are incorrect, then it shall promptly notify the other in writing whereupon the **Company** shall, subject to verification by the **Company** revise the **Monthly Statement** and re-issue the same to the **Provider**, and the provisions of paragraph 5.2 shall apply mutatis mutandis to such revised **Monthly Statement**.
- 5.4 In the absence of fraud, neither the **Company** nor the **Provider** may invoke the provisions of paragraph 5.3 with respect to the contents of any **Monthly Statement** after the period of twelve (12) months has elapsed following submission of that **Monthly Statement** in which the calculations and/or amounts in question were first stated, after which date such calculations and/or amounts shown in the last **Monthly Statement** issued by the **Company** shall be final and conclusive.
- 5.5 No later than the eighteenth (18th) **Business Day** of each month, the **Company** will issue a self-billing invoice (or credit note) to a **Provider** reflecting the **Monthly Statement** issued pursuant to paragraph 5.2, and no later than five (5) **Business Days** after such date of issue the **Company** shall pay to the **Provider** (or the **Provider** shall pay to the **Company**, as the case may be) the net amount shown as due from the **Company** to the **Provider** (or from the **Provider** to the **Company**, as the case may be) in that **Monthly Statement**.
- 5.6 If either **Party** (the “**Defaulting Party**”) fails to pay any amount properly due under these **Standard Contract Terms** on the due date, then the **Defaulting Party** shall pay to the other **Party** interest on such overdue amount at the **Base Rate** plus three per cent (3%) from the date on which such payment was properly due to (but excluding) the date of actual payment. Any interest shall accrue from day to day.
- 5.7 If it is agreed or otherwise determined under paragraph 5.2 that the **Provider** was entitled to a further payment from the **Company**, the **Provider** shall be entitled to interest at the **Base Rate** on the amount of such further payment from the date on which that sum would have been payable had it been included in the **Monthly Statement** for each **Relevant Settlement Period** until the date of payment.
- 5.8 If it is agreed or otherwise determined under paragraph 5.2 that a **Provider** was not entitled to any payment it has received, the **Company** shall be entitled to interest

at the **Base Rate** on the amount so paid from the date of payment until the date of repayment or the date when the **Company** makes a payment to the **Provider** which takes such payment into account.

- 5.9 Notwithstanding any other provision of these **Standard Contract Terms**, the **Parties** shall not be limited in any way as to the evidence they may rely upon in any proceedings arising out of or in connection with payment for the **Constraint Management Service** and the **Parties** agree that in the event and to the extent that either **Party** succeeds in proving in any such proceedings that the **Constraint Management Service** was or was not provided, the successful **Party** shall be entitled to repayment of the sums already paid or payment of sums not paid as the case may be in respect of the **Constraint Management Service**.
- 5.10 Save as otherwise expressly provided in these **Standard Contract Terms**, sums payable by one **Party** to the other whether by way of charges, interest or otherwise shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims whatsoever save for sums the subject of a final award or judgement (after exhaustion of all appeals if this opportunity is taken) or which by agreement between the **Company** and the **Provider** may be so deducted or set off.
- 5.11 All amounts payable in connection with a **CMP Contract** shall be exclusive of any Value Added Tax or other similar tax and the **Company** shall pay to the **Provider** Value Added Tax at the rate for the time being and from time to time properly chargeable in respect of the making available and/or supply of the **Constraint Management Service**.
- 5.12 All payments by the **Company** to the **Provider** will be made by payment to the bank account details of which are notified in writing to the **Company** by the **Provider** from time to time.
- 5.13 The submission of all **Monthly Statements** and facts and other evidence in support thereof and any questions in connection therewith from the **Company** to the **Provider** and vice versa in accordance with this Section 5 must be made, in the absence of agreement to the contrary between the **Parties**, by 19.00 hours on the **Business Day** concerned.
- 5.14 Each **Provider** irrevocably consents to the operation of a self-billing system by the **Company** with regard to the payment for the **Constraint Management Service** and will at all times throughout the term of any **CMP Contract** maintain such consent. The **Provider** hereby undertakes to do (at the **Company's** cost) all acts and things reasonably necessary to enable the **Company** to comply with the regulations of HM Revenue & Customs as regards the self-billing of the **Constraint Management Service**.
- 5.15 The provisions of this Section 5 shall survive termination of any **CMP Contract**.

6. LIMITATION OF LIABILITY

6.1 Subject to paragraph 6.2, save where any provision of these **Standard Contract Terms** or any **Framework Agreement** provides for an indemnity, the **Parties** agree and acknowledge that neither **Party** (the "**Party Liable**") nor any of its officers, employees or agents shall be liable to the other **Party** for loss arising from any breach of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** other than for loss directly resulting from such breach and which at the date of any **Framework Agreement** or the **CMP Contract** concerned was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:-

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

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

provided further that the liability of any **Party** in respect of all claims for such loss shall not exceed five million GB pounds (£5,000,000) per incident or series of related incidents.

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

6.3 Subject to paragraph 6.2 and save where any provision of these **Standard Contract Terms** or any **Framework Agreement** provides for an indemnity neither the **Party Liable** nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other **Party** for:-

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

6.3.2 any indirect or consequential loss; or

6.3.3 loss resulting from the liability of the other **Party** to any other person howsoever and whensoever arising save as provided in paragraph 6.1.2 and paragraph 6.2.

6.4 Each **Party** acknowledges and agrees that the other **Party** holds the benefit of paragraphs 6.1, 6.2 and 6.3 for itself and as trustee and agent for its officers, employees and agents.

- 6.5 The rights and remedies provided by these **Standard Contract Terms** or any **Framework 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 these **Standard Contract Terms** or any **Framework Agreement**, including without limitation any rights either **Party** may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each of the **Parties** waives to the fullest extent possible all such rights and remedies provided by common law or statute and releases the other **Party**, its officers, employees 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 these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** and undertakes not to enforce any of the same except as expressly provided herein.
- 6.6 For the avoidance of doubt, the **Parties** acknowledge and agree that nothing in of these **Standard Contract Terms** shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, privileges, remedies, duties and obligations of the **Secretary of State** or the **Authority** under the **Act**, any **Licence** or otherwise howsoever.
- 6.7 Each of paragraphs 6.1, 6.2, 6.3 and 6.4 shall:-
- 6.7.1 be construed as a separate and severable contract term, and if one or more of such paragraphs is held to be invalid, unlawful or otherwise unenforceable the other or others of such paragraphs shall remain in full force and effect and shall continue to bind the **Parties**; and
- 6.7.2 survive termination of the **Framework Agreement** or **CMP Contract** concerned.
- 6.8 For the avoidance of doubt, nothing in this Section 6 shall prevent or restrict either **Party** enforcing any obligation (including suing for a debt) owed to it under or pursuant to these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract**.
- 6.9 Each **Party** acknowledges and agrees that the provisions of this Section 6 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of submission of the relevant **CMP Tender**.
7. **METERING**
- 7.1 The relationship between the **Parties** with respect to **Energy Metering Equipment** shall be regulated in accordance with Sections K and L of the **Balancing and Settlement Code**.
- 7.2 The relationship between the **Parties** with respect to **Operational Metering Equipment** shall be regulated by paragraph 6.7.3 of the **Connection and Use of System Code**.

8. TERMINATION

Automatic Termination

8.1 A **CMP Contract** shall terminate automatically upon:-

8.1.1 the **Provider** ceasing to be a **BSC Party** solely as a result of the **Provider's** election or a material breach by the **Provider** of its obligations under such agreement; or

8.1.2 the revocation or withdrawal of the **Generation Licence** solely as a result of the **Provider's** election or a material breach by the **Provider** of its obligations under such licence; or

8.1.3 termination of the applicable **Bilateral Agreement** solely as a result of the **Provider's** election or a material breach by the **Provider** of its obligations under such agreement; or

8.1.4 the **Responsible TO** connecting another **User's Generating Unit** to the same circuit to which a **Contracted Unit** is connected in circumstances where that **Generating Unit** does not participate in the **Commercial Intertrip Scheme**,

if the **Provider** cannot comply in all material respects with its obligations under these **Standard Contract Terms** or (in the case of paragraph 8.1.4) it is not possible for the **Provider's Contracted Unit** to trip in accordance with the **Commercial Intertrip Scheme** without causing the other **User's Generating Unit** to trip.

Termination by the Provider

8.2 The **Provider** may, by notice in writing to the **Company**, terminate a **CMP Contract** in the event that:

8.2.1 the **Company** shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the **Provider**, notified to the **Company** and corrected within five (5) **Business Days** following such notification) any sum properly due or owing from it in connection with a **CMP Contract** according to its terms and such non-payment remains unremedied and not disputed in good faith and upon reasonable grounds at the expiry of fifteen (15) **Business Days** immediately following receipt by the **Company** of written notice from the **Provider** of such non-payment; or

8.2.2 the **Company** shall commit any material breach (other than a breach under paragraph 8.2.1) of these **Standard Contract Terms** (or persistent breaches of these **Standard Contract Terms** which taken as a whole are material), or shall commit a breach of any of the material obligations on its part to be observed under these **Standard Contract Terms**, and the **Provider** shall have served written notice on the **Company** requiring it to remedy such default (if it is capable of remedy) within thirty (30) days or such longer period as may be reasonably necessary to remedy the default and the **Company** shall have failed to remedy such default to the reasonable satisfaction of the **Provider** within the specified period; or

8.2.3 in respect of the **Company**:-

- (a) an order of the High Court is made or an effective resolution passed for its winding-up or dissolution; or
 - (b) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or
 - (c) an administration order under Section 8 of the Insolvency Act 1986 is made or an administrator has been appointed (whether out of court or otherwise) or if a voluntary arrangement is proposed by the **Company** under Section 1 of that Act; or
 - (d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the **Authority**); or
 - (e) any of the events referred to in (a) to (d) above has occurred and is continuing and the **Company** is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for seven hundred and fifty pounds sterling (£750) there was inserted two hundred and fifty thousand pounds sterling (£250,000) (and the **Company** shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures);
- and in any such case within twenty eight (28) days of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the **Provider** a guarantee of future performance by the **Company** of the **CMP Contract** in such form and amount as the **Provider** may reasonably require.

Termination by the Company

- 8.3 The **Company** may, by notice in writing to the **Provider**, terminate a **CMP Contract** in the event that:-
 - 8.3.1 the **Provider** shall commit any material breach (other than a breach under paragraph 8.3.2) of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** (or persistent breaches of the same, which taken as a whole, are material), or shall commit a breach of any of the material obligations on its part to be observed under of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract**, and the **Company** shall have served written notice on the **Provider** requiring it to remedy such default (if it is capable of remedy) within thirty (30) days or such longer period as may be reasonably necessary to remedy the default and the **Provider** shall have failed to remedy such default to the reasonable satisfaction of the **Company** within the specified period; or
 - 8.3.2 the **Provider** shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the **Company**, notified to the **Provider** and corrected within

five (5) **Business Days** following such notification) any sum properly due or owing from it pursuant to these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** according to its terms and such non-payment remains unremedied and not disputed in good faith and upon reasonable grounds at the expiry of fifteen (15) **Business Days** immediately following receipt by the **Provider** of written notice from the **Company** of such non-payment;

8.3.3 in respect of the **Provider**:-

- (a) an order of the High Court is made or an effective resolution passed for its winding-up or dissolution; or
- (b) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or
- (c) an administration order under Section 8 of the Insolvency Act 1986 is made or an administrator has been appointed (whether out of court or otherwise) or if a voluntary arrangement is proposed by the **Provider** under Section 1 of that Act; or
- (d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the **Authority**); or
- (e) any of the events referred to in (a) to (d) above has occurred and is continuing and the **Provider** is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for seven hundred and fifty pounds sterling (£750) there was inserted two hundred and fifty thousand pounds sterling (£250,000) (and the **Provider** shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures),

and in any such case within twenty eight (28) days (or such longer period as the **Company** may in its absolute discretion permit) of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the **Company** a guarantee of future performance by the **Provider** of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** in such form and amount as the **Company** may reasonably require.

Other termination rights

8.4 The provisions of this Section 8 are additional to any other rights of termination expressly provided. Termination of any **CMP Contract** under this Section 8 or any other provision of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** shall be without prejudice to the rights and remedies to which a **Party** may be entitled hereunder and shall not affect any accrued rights

obligations or liabilities of either **Party** nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. **ASSIGNMENT**

9.1 The **Provider** shall not assign or transfer nor purport to assign or transfer the benefit or burden of any **CMP Contract** save in the following circumstances:-

9.1.1 the **Provider** may assign or charge its benefit under a **CMP Contract** in whole or in part by way of security;

9.1.2 upon the disposal of the whole of the **Provider's** business or undertaking, the **Provider** may transfer its rights and obligations under any relevant **CMP Contract** to the purchaser thereof provided that the transfer to the purchaser of all of its rights and obligations under the **Connection and Use of System Code**, all **Bilateral Agreements** (and associated **Construction Agreements**) and all **Mandatory Services Agreements** shall have taken place;

9.1.3 upon disposal of part of the **Provider's** business or undertaking comprising **Provider's Equipment** at one or more **Connection Sites**, the **Provider** may transfer its rights and obligations under any relevant **CMP Contract** to the purchaser thereof provided that the transfer to the purchaser of all of its rights and obligations under those **Bilateral Agreements** (and associated **Construction Agreements**) and **Mandatory Services Agreements** relevant to the part of the business or undertaking to be transferred shall have taken place.

9.2 The **Company** shall not assign or transfer nor purport to assign or transfer the benefit or burden of any **CMP Contract** save to the holder of a **Licence** with responsibility for carrying out the **Balancing Services Activity**.

10. **CONFIDENTIALITY AND ANNOUNCEMENTS**

10.1 Subject to the exceptions provided in paragraph 10.3, paragraph 11 (*Disclosure of Information*) (and to the extent otherwise expressly permitted by these **Standard Contract Terms**), neither **Party** shall, at any time, without the prior consent of the other **Party** in writing (such consent not to be unreasonably withheld or delayed), divulge or suffer or permit its officers, employees, agents or contractors to divulge to any person or permit use by any person (other than disclosure to or use by any of its or their respective officers or employees to the extent that such disclosure and use is required to enable such persons properly to carry out their duties in connection with any **CMP Contract**):-

10.1.1 any of the contents of a **CMP Contract** or a **Framework Agreement**;

10.1.2 any commercially confidential information relating to the negotiations concerning the entering into of any **CMP Contract** or **Framework Agreement**;

10.1.3 any commercially confidential information which may come to a **Party's** knowledge in the course of such negotiations; or

- 10.1.4 any commercially confidential information concerning the operations, contracts, commercial or financial arrangements or affairs of the other **Party**.
- 10.2 Each **Party** undertakes to use information referred to in paragraph 10.1 and disclosed to it by the other **Party** solely for the purposes of performing a **CMP Contract** and shall not use it for any other purpose or for the purposes of any third party.
- 10.3 The restrictions imposed by paragraph 10.1 shall not apply to the disclosure of any information:
- 10.3.1 which now or hereafter comes into the public domain otherwise than as a result of a breach of a confidentiality obligation or which either **Party** can show was in its written records prior to the date of disclosure of the same by the other **Party** or which it receives from a third party independently entitled to disclose it;
- 10.3.2 which is required by law or pursuant to the rules of the Electricity Arbitration Association in England and Wales or pursuant to the rules or regulations of the Financial Services Authority to be disclosed to any person who is authorised by law or pursuant to the rules of the Electricity Arbitration Association in England and Wales or pursuant to the rules or regulations of the Financial Services Authority to receive the same;
- 10.3.3 which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the **Party** making the disclosure (or its parent undertaking) is or is proposed to be from time to time listed or dealt in, or is required to be disclosed by the Panel on Takeovers and Mergers;
- 10.3.4 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing **Party** is a party;
- 10.3.5 pursuant to any **Licence** of the **Party** concerned;
- 10.3.6 to any consultants, banks, financiers, insurers or professional advisers retained by the disclosing **Party**;
- 10.3.7 by the **Provider** to a third party who is a party to a power purchase agreement in respect of the electricity generated by the **Power Station** and with whom all (or some of) the risks and benefits arising from a **CMP Contract** will be shared provided such party is subject to confidentiality undertakings which are no less onerous than those to which the **Provider** is subject to under these **Standard Contract Terms**;
- 10.3.8 by either **Party** to any parent, subsidiary or fellow subsidiary undertaking on a “need to know” basis only; or
- 10.3.9 required or expressly permitted to be disclosed under the terms of any agreement or arrangement to which both the **Parties** have agreed to be bound.
- 10.4 In this Section 10, the words “parent undertaking”, “subsidiary undertaking” and “fellow subsidiary undertaking” shall have the meanings as provided in sections 1161 and 1162 of the Companies Act 2006.

- 10.5 Before either **Party** discloses any information in any of the circumstances described in paragraphs 10.3.6 to 10.3.8 (other than to its authorised professional advisers), it shall notify the other **Party** of its intention to make such disclosure and (in the case where the disclosing **Party** is the **Provider**) procure the execution and delivery to that **Party** of an undertaking executed by the person to whom the disclosure is proposed to be made being in the same terms mutatis mutandis as the undertakings contained in this Section 10.
- 10.6 No public announcement or statement regarding any **CMP Contract** or the termination thereof shall be issued or made by either **Party** unless:
- 10.6.1 to the extent legally possible, before it is issued or made, both **Parties** have been furnished with a copy of it and have approved it (such approval not to be unreasonably withheld or delayed); or
- 10.6.2 it is necessary to do so in order to comply with any applicable law or the regulations of any recognised stock exchange upon which the share capital of such **Party** is from time to time listed or dealt in.
- 10.7 With respect to the information referred to in paragraph 10.1 both **Parties** shall ensure, to the extent reasonably practicable, that:-
- 10.7.1 such information is disseminated within their respective organisations on a “need to know” basis only;
- 10.7.2 employees, directors, agents, consultants and professional advisers who are in receipt of such information are made fully aware of the **Party’s** obligations of confidence in relation thereto; and
- 10.7.3 any copies of such information, whether in hard copy or computerised form, will clearly identify the information as confidential.
- 10.8 Notwithstanding any other provision of these **Standard Contract Terms**, the provisions of this Section 10 shall continue to bind a person after termination of any **CMP Contract** for whatever reason.

11. **DISCLOSURE OF INFORMATION**

- 11.1 The **Provider** consents to the disclosure and use by the **Company** in such manner or form and at such times as it thinks fit of:
- 11.1.1 the tendered rates for calculating **Arming Payments** (as the same may be varied in accordance with paragraph 4.12.1) and **Tripping Payments** for each **Contracted Unit** and any other information submitted by the **Provider** in its **Tender Submission**;
- 11.1.2 the periods for which **Arming** of the **Commercial Intertrip Scheme** in respect of the **Contracted Units** has been instructed;

11.1.3 the aggregate cost of **Arming Payments** and the aggregate amount of **Tripping Payments** made by the **Company** to the **Provider** and all other **Providers** participating in the **Constraint Management Service**; and

11.1.4 any other data and other information relating to any **CMP Contract** and the provision of the **Constraint Management Service** for the purposes of any or all of the statements published from time to time pursuant to **Standard Condition C16** of the **Transmission Licence**.

11.2 Where the **Company** intends disclosing and using any data or other information relating to any **CMP Contract** other than that specified in paragraph 11.1 it shall first consult with the **Provider** regarding the form and scope of the intended disclosure documentation and, acting reasonably and in good faith, make such adjustments to the disclosure documentation as the **Provider** may reasonably request in order to protect its business interests.

12. **WAIVER**

No delay by or omission of any **Party** in exercising any right, power, privilege or remedy in respect of a **CMP Contract** shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

13. **NOTICES**

13.1 Any notice or other communication ("**Notice**") to be given by one **Party** to the other **Party** under, or in connection with the matters contemplated by, these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile or email, and sent to the address or facsimile number or email address of such other **Party** given in the **Framework Agreement** for the purpose and marked for the attention of the person so given including any person required to be copied or to such other address or facsimile number or email address and/or marked for such other person's attention as such other **Party** may from time to time specify by notice given in accordance with this Section 13 to the **Party** giving the relevant notice or other communication to it.

13.2 A **Notice** shall be deemed to have been received:-

13.2.1 in the case of delivery by hand, when delivered; or

13.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or

13.2.3 in the case of facsimile, on acknowledgement by the addressee's facsimile receiving equipment (where such acknowledgement occurs before 17.00 hours on the day of acknowledgement) and in any other case on the day following the day of acknowledgement; or

13.2.4 in the case of email, at the time of transmission, or, if this time falls outside **Business Hours** in the place of receipt, when **Business Hours** resume.

14. **DISPUTE RESOLUTION**

14.1 Save where expressly stated to the contrary in these **Standard Contract Terms** and subject to any contrary provision of the **Act** or any **Licence** or the rights, powers, duties and obligations of the **Authority** or the **Secretary of State** under the **Act**, any **Licence** or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under out of or in connection with a **CMP Contract** or a **Framework Agreement** between the **Parties** is referred to arbitration pursuant to the rules of the **Electricity Arbitration Association** in force from time to time.

14.2 Whatever the nationality, residence or domicile of either **Party** and wherever the dispute or difference 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 provisions of the Arbitration Act 1996 (notwithstanding anything in section 108 thereof) shall apply to any such arbitration wherever the same or any part of it shall be conducted.

15. **JURISDICTION**

15.1 Subject and without prejudice to Section 16 and to paragraph 15.4, both **Parties** irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with any **CMP Contract** and that accordingly any suit, action or proceeding (together in this Section 15 referred to as "**Proceedings**") arising out of or in connection with the **Framework Agreement** or any **CMP Contract** may be brought to such courts.

15.2 Each **Party** irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any **Proceedings** in any such court as is referred to in this Section 15 and any claim that any such **Proceedings** have been brought in an inconvenient forum and further irrevocably agrees that judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding upon such **Party** and may be enforced in the courts of any other jurisdiction.

15.3 Each **Party** which is not incorporated in any part of Great Britain agrees that if it does not have, or shall cease to have, a place of business in Great Britain it will promptly appoint, and shall at all times maintain, a person in Great Britain to accept service of process on its behalf in any **Proceedings** in Great Britain.

15.4 For the avoidance of doubt nothing contained in the foregoing provisions of this Section 15 shall be taken as permitting a party to commence **Proceedings** in the courts where these **Standard Contract Terms** otherwise provide for **Proceedings** to be referred to arbitration.

16. **GOVERNING LAW**

These **Standard Terms and Conditions**, any **Framework Agreement** and any **CMP Contract** shall be governed by and construed in all respects in accordance with the laws of England and Wales.

17. **SEVERANCE OF TERMS**

If any provision of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the **Secretary of State**, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these **Standard Contract Terms**, any **Framework Agreement** or any **CMP Contract** which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

18. **ENTIRE AGREEMENT**

These **Standard Contract Terms**, the **Framework Agreement** and any **CMP Contract** contain or expressly refer to the entire agreement between the **Parties** with respect to the subject matter hereof, and expressly exclude any warranty, condition or other undertaking implied at law or by custom, and supersede all previous agreements and understandings between the **Parties** with respect thereto and each of the **Parties** acknowledges and confirms that it is not aware of any representation, warranty or other undertaking not fully reflected in the terms of these **Standard Contract Terms** or the **Framework Agreement** upon which it has relied in entering into any **CMP Contract**. To the extent that any such representation, warranty or other undertaking exists, each **Party** irrevocably and unconditionally waives any right it may have to claim damages for breach of warranty and/or to rescind any **CMP Contract**, unless such warranty or misrepresentation was made or given fraudulently.

19. **RIGHTS OF THIRD PARTIES**

The **Parties** hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to any **Framework Agreement** or any **CMP Contract**, save as expressly provided in these **Standard Contract Terms**.

20. **FORCE MAJEURE**

20.1 In so far as either **Party** is prevented from performing any of its obligations under the **Framework Agreement** or any **CMP Contract** due to an event or circumstance of **Force Majeure**, then the rights and obligations of the **Parties** shall be suspended for as long as and to the extent that the circumstance of **Force Majeure** prevents such performance. For the avoidance of doubt:

20.1.1 the **Provider** shall not be entitled to any **Arming Payment** to the extent that the **Power Station** is unavailable by reason of **Force Majeure**;

20.1.2 the **Parties** agree that they shall not be relieved from their obligations under the **Framework Agreement** or any **CMP Contract** by reason of events or

circumstances commencing prior to the last date specified in the **Tender for Tender Submissions** and continuing as at that date, including restrictions introduced by any **Competent Authority** in relation to **Coronavirus** and the **Coronavirus Disease**; and

- 20.1.3 the **Parties** further agree that they shall be relieved from their obligations under the **Framework Agreement** or any **CMP Contract** to the extent that they are unable to perform them by reason of any further restrictions or guidance introduced by any **Competent Authority** in relation to **Coronavirus** and the **Coronavirus Disease** on or after the date on which the **Provider** submitted its **Tender Submission**.
- 20.2 The **Party** affected by the **Force Majeure** shall notify the other **Party** in writing immediately upon becoming aware of an event or circumstance of **Force Majeure**, an explanation of the **Force Majeure** event (including, without limitation, the nature of the occurrence and its expected duration) and the obligations which it is prevented from performing and shall continue to furnish regular reports with respect thereto to the other **Party** during the period of **Force Majeure**.
- 20.3 As soon as is reasonably practicable, following an event or circumstance of **Force Majeure**, the **Parties** shall discuss how best to continue their respective obligations under the **Framework Agreement** or any **CMP Contract**.
- 20.4 For the avoidance of doubt the non-performance of either **Party's** obligations under the **Framework Agreement** or any **CMP Contract** arising prior to the event or circumstance of **Force Majeure**, shall not be excused as a result of the event or circumstance of **Force Majeure**.
- 20.5 Either **Party** shall have a right to terminate any **CMP Contract** if a **Party** has been prevented from performing its obligations due to an event of **Force Majeure** for a continuous period of two (2) calendar months.

21. **CHANGE IN LAW**

- 21.1 If a **Relevant Change in Law** occurs that:
- 21.1.1 requires a change in the **Provider's** policies or practices in operating the **Contracted Units** for the purposes of the **Constraint Management Service**; or
- 21.1.2 materially increases or decreases the **Provider's** costs of performing a **CMP Contract**,

either **Party** may by not less than ten (10) **Business Days** notice to the other require the other **Party** to meet and the **Parties** shall in good faith seek to agree any changes in operating practice and/or any changes which should be made to the relevant **CMP Contract** as are necessary to achieve (insofar as possible) the same balance of benefits, liabilities, risk and reward between the **Parties** in respect of the subject matter of the **CMP Contract** as applied immediately prior to the **Relevant Change in Law**.

21.2 Neither **Party** shall be liable to the other **Party** for a failure to perform any obligation under a **CMP Contract** which becomes prohibited or otherwise impossible to perform by reason of a **Change in Law**.

22. **WARRANTIES AND INDEMNITY**

22.1 Each **Provider** warrants and represents to the **Company** on each occasion on which a **CMP Contract** comes into existence, that:

22.1.1 the availability and delivery of the **Constraint Management Service** from the **Power Station** pursuant to and in accordance with the **CMP Contract** does not cause it to be in breach of, or to otherwise be non-compliant with, any **Legal Requirement** and/or any agreement with any person;

22.1.2 it will not do anything in connection with the **CMP Contract** that will cause it to be in breach of, or to otherwise be non-compliant with, any **Legal Requirement** and/or any agreement with any person; and

22.1.3 save where the **Provider** has sought and been granted written consent by the **Company** (such consent to be at the **Company's** sole discretion), it is not a party to an agreement or arrangement with the **Company** or any **DNO** or electricity supplier or other person to provide any service from the **Power Station** which may impair the ability of the **Provider** to provide the **Constraint Management Service** and/or perform its obligations under the **CMP Contract**,

and the **Provider** repeats this warranty and representation on each **Arming Instruction**.

22.2 In the event that any warranty or representation made under paragraph 21.1 is breached, the relevant **Provider** shall indemnify the **Company** against all and any losses, liabilities, claims, expenses that may be suffered or incurred by the **Company** as a direct result of that breach and all and any claims and demands which may be brought against the **Company** by any other person connected to or using the **User System** of a **DNO** or any other **User System** or the owner or operator of any **User System** or any other person whatever arising out of or resulting from such breach. Any legal costs and expenses reasonably incurred in the contesting of such claims, including the court costs and the reasonable fees of lawyers and other professional advisers, shall be treated as direct losses.

23. **ANTI-BRIBERY**

23.1 Each **Party** shall:

23.1.1 comply with all **Anti-Bribery Laws**;

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

- 23.1.3 have and shall maintain in place throughout the term of the relevant **Framework Agreement** its own policies and procedures, including **Adequate Procedures** to ensure compliance with the **Anti-Bribery Laws**, and this paragraph 23.1, and will enforce them where appropriate; and
- 23.1.4 procure and ensure that all of its **Associated Persons** and/or other persons who are performing services and/or providing goods in connection with the **Framework Agreement** comply with this Section 23.
- 23.2 Without prejudice to any other rights or remedies either **Party** may terminate the **Framework Agreement** and any subsisting **CMP Contract** on written notice to the other **Party** specifying the date on which the **CMP Contract** will terminate in the event of a breach of paragraph 23.1.
24. **EMR**
- 24.1 Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in these **Standard Contract Terms**, the **Provider** consents to the **Company** and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with any **CMP Contract** for the purpose of carrying out its **EMR Functions**.
- 24.2 The provisions relating to the resolution of disputes set out in these **Standard Contract Terms** are subject to any contrary provision of an **EMR Document**.
- 24.3 Where for the purposes of this provision only:
- “**AF Rules**” has the meaning given to “allocation framework” in section 13(2) of the Energy Act 2013;
- “**Capacity Market Rules**” means the rules made under section 34 of the Energy Act 2013 as modified from time to time in accordance with that section and The Electricity Capacity Regulations 2014;
- “**EMR Document**” means The Energy Act 2013, The Electricity Capacity Regulations 2014, the Capacity Market Rules, The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Definition of Eligible Provider) Regulations 2014, The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, The Electricity Market Reform (General) Regulations 2014, the AF Rules and any other regulations or instruments made under Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 which are in force from time to time; and

“EMR Functions”

has the meaning given to “EMR functions” in Chapter 5 of Part 2 of the Energy Act 2013.

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SCHEDULE 1 DEFINITIONS

“the Act”	the Electricity Act 1989;
“ABSVD Methodology”	has the meaning given to it in the CUSC ;
“Active Power”	the product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e. 1000 Watts = 1kW 1000 kW = 1MW 1000 MW = 1GW 1000 GW = 1TW;
“Adequate Procedures”	shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 8 of that Act);
“Allowed Interruption”	the meaning attributed to it in the CUSC ;
“Anti-Bribery Laws”	shall mean all applicable laws, statutes, regulations, and codes of mandatory application relating to anti-bribery and anti-corruption including but not limited to the Bribery Act ;
“Apparatus”	all equipment in which electrical conductors are used, supported or of which they may form a part;
“Arm”	the switching in of the Commercial Intertrip Scheme in respect of a Contracted Unit so as to allow signals to pass from the Commercial Intertrip Scheme to the relevant Circuit Breakers , and “ Armed ” and “ Arming ” shall be construed accordingly;
“Arming Instruction”	the meaning attributed to it in Paragraph 4.3.1;
“Arming Payment”	the meaning attributed to it in Paragraph 4.7.1;
“Arming Payment Rate”	the payment rate specified in a CMP Tender for the purposes of calculating the Arming Payment as the same may be revised from time to time in accordance with Paragraph 4.12.1;
“Arming Period”	the meaning attributed to it in Paragraph 4.7.1;

“Associated Person”	shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the Provider or the Company as applicable in relation to the provision of the Constraint Management Service ;
“Authority”	the Gas and Electricity Markets Authority established by section 1 of the Utilities Act 2000;
“Balancing and Settlement Code (BSC)”	the meaning attributed to it in the Transmission Licence ;
“Balancing Mechanism”	the meaning attributed to it in the Transmission Licence ;
“Balancing Mechanism Window”	In relation to a particular time, means the period from that time to the end of the Settlement Period for which Gate Closure has most recently occurred at that time and having a duration of between 1 and 1½ hours;
“Balancing Services Activity”	the meaning attributed to it in the Transmission Licence ;
“Base Rate”	means the Bank of England Official Rate from time to time provided that, if at any time the Bank of England Official Rate is a negative rate, then zero per cent (0%);
“Bid-Offer Acceptance”	the meaning attributed to it in the Grid Code ;
“Bilateral Agreement”	the meaning attributed to it in the CUSC ;
“BM Unit”	the meaning attributed to it in the BSC , except for the purposes of these Standard Contract Terms the reference to “a Party ” in the BSC shall be a reference to the Provider ;
“BM Unit Metered Volume”	the meaning attributed to it in the BSC ;
“Business Day”	a week-day other than a Saturday on which banks are open for domestic business in the City of London;
“Business Hours”	means 9.00am to 5.00pm on a Business Day ;
“Change in Law”	means the occurrence of any of the following events after the date of a CMP Contract : (a) the coming into effect of any Law or Directive that

	is not in effect as at the date of the relevant CMP Contract ;
	(b) the repeal, replacement or amendment of any Law or Directive ; or
	(c) a change in the interpretation by any Competent Authority of any Law or Directive ;
“Circuit Breaker”	a mechanical switching device, capable of making carrying and breaking currents under normal circuit conditions and also of making, carrying for a specified time and breaking currents under specific abnormal circuit conditions, such as those of short circuit;
“CMP Contract”	each contract made between the Company and a Provider including the Framework Agreement and Standard Contract Terms for the provision of the Constraint Management Service during a CMP Year , formed upon acceptance by the Company of a CMP Tender ;
“CMP Tender”	a tender submitted by a Provider to the Company for the provision from a Contracted Unit of the Constraint Management Service in the form set out in the CMP Tender Procedure ;
“CMP Tender Assessment Principles”	the tender assessment principles published by the Company for the purposes of the Constraint Management Service from time to time;
“CMP Tender Procedure”	the documentation published from time to time by the Company setting out the procedure to be followed for the procurement of CMP Contracts , with the title, “Constraint Management Pathfinder – Invitation to Tender”;
“CMP Year”	each period of twelve (12) Months commencing at [12:00AM] hours on [01.10.2024] and ending at [11.59PM] hours on the following [30.09.2025];
“Combined Cycle Gas Turbine Module” or “CCGT Unit”	a collection of Generating Units (registered as a CCGT Module under the Grid Code PC) comprising one or more Gas Turbine Units (or other gas based engine units) and one or more Steam Units where, in normal operation, the waste heat from the Gas Turbine Units is passed to the water/steam of the associated Steam Unit or Steam Units and where the component units within the CCGT Module are directly connected by steam or hot gas lines which enable those units to contribute to

	the efficiency of the combined cycle operation of the CCGT Module ;
“Combined Cycle Gas Turbine Module” or “CCGT Unit”	a Generating Unit within a CCGT Module ;
“Commercial Intertrip Scheme”	the intertrip scheme owned, operated and maintained by the Responsible TO which incorporates (inter alia) the Trip Conditions and which can issue a signal to Trip one or more of the Contracted Units ;
“Company”	National Grid Electricity System Operator Limited, a company registered with number 11014226 and whose registered office is situated at 1-3 Strand, London, WC2N 5EH, which expression shall include its permitted successors and/or assigns;
“Competent Authority”	means the Authority or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) which have jurisdiction over the Company or the subject matter of a CMP Contract ;
“Connection and Use of System Code” or “CUSC”	the Connection and Use of System Code designed by the Secretary of State as from time to time modified;
“Connection Site”	each location more particularly described in the relevant Bilateral Agreement at which the Provider’s Equipment and Transmission Connection Assets required to connect the Provider to the National Electricity Transmission System are situated or at which the Provider’s Equipment is connected to a User System ;
“Constraint Management Service”	the performance by the Provider of its obligations under a CMP Contract ;
“Construction Agreement”	as defined in the CUSC ;
“Contracted Unit”	in relation to a Provider , its BM Unit specified in the Framework Agreement ;
“Coronavirus”	has the meaning given to it in the Coronavirus Act 2020, as at the date hereof;

“Coronavirus Disease”	has the meaning given to it in the Coronavirus Act 2020, as at the date hereof;
“CUSC Framework Agreement”	the meaning attributed to it in the Transmission Licence ;
“Customer”	a person to whom electrical power is provided (whether or not he is the same person as the person who provides the electrical power) other than power to meet Station Demand of that person;
“Demand”	the demand of MW and Mvar of Electricity ;
“Desynchronisation”	the act of taking a Generating Unit off a System to which it has been Synchronised by opening any connecting circuit breaker and “Desynchronised” shall be construed accordingly;
“Disarm”	the switching out of the Commercial Intertrip Scheme in respect of the Contracted Units so as to prevent the applicable signals passing from the Commercial Intertrip Scheme to the relevant Circuit Breakers , and “Disarmed” and “Disarming” shall be construed accordingly;
“Disarming Instruction”	the meaning attributed to it in paragraph 4.5.1;
“Disconnect”	permanent physical disconnection of the Provider’s Equipment at any given Connection Site and “Disconnection” shall be construed accordingly;
“Distribution Licence”	a licence issued under section 6(1)(c) of the Act ;
“Distribution Network Operator”	a holder of a Distribution Licence who was the holder of, or is a successor to a company which was the holder of a Public Electricity Supply Licence , relating to distribution activities in Great Britain;
“Electricity”	Active Energy and Reactive Energy ;
“Electricity Arbitration Association”	the meaning attributed to it in the Grid Code ;
“Emergency Instruction”	the meaning attributed to it in the Grid Code ;
“Energy” or “Active Energy”	the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the instantaneous power,

measured in units of Watt-hours or standard multiples thereof i.e.

1000 Wh = 1kWh

1000 kWh = 1MWh

1000 MWh = 1GWh

1000 GWh = 1TWh

“Energy Metering Equipment”

the meaning attributed to the phrase “Metering Equipment” in the **Balancing and Settlement Code**;

“Externally Interconnected System Operator”

the meaning attributed to it in the **Grid Code**;

“Force Majeure”

for the purposes of Section 20 and in relation to either **Party**, any event or circumstance which is beyond the reasonable control of such **Party** (not being, without limitation, an event or circumstance caused by the negligence or lack of care and attention of that **Party** or its officers or employees, agents, contractors, and subcontractors or a failure to maintain such **Plant** in accordance with **Good Industry Practice**) but subject thereto including act of God, epidemic or pandemic, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, governmental restraint, **Act** of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 33, 34 and 35 of the Act) provided always that lack of funds shall not be interpreted as a cause beyond the reasonable control of that **Party**;

“Framework Agreement”

an agreement titled CMP Framework Agreement entered into between the **Company** and a **Provider** giving contractual effect to these **Standard Terms and Conditions**;

“Gas Turbine Unit”

a **Generating Unit** driven by a gas turbine, (for instance by an aero-engine);

“Gate Closure”	means, in relation to a Settlement Period , the spot time 1 hour before the spot time at the start of that Settlement Period ;
“Generating Unit”	any Apparatus which produces electricity including for the avoidance of doubt a CCGT Unit ;
“Generation Licence”	the licence granted to a Provider pursuant to section 6(1)(a) of the Act ;
“Good Industry Practice”	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;
“Grid Code”	the Grid Code drawn up pursuant to the Transmission Licence as from time to time revised in accordance with the Transmission Licence (and references in these Standard Contract Terms to any specific provision or part of the Grid Code shall be construed as references to such provision or part as from time to time amended);
“Grid Code CC”	the Connection Conditions of Grid Code ;
“Grid Code OC”	the Operating Codes of the Grid Code ;
“Grid Code PC”	the Planning Code of the Grid Code ;
“Grid Supply Point”	a point of supply from the National Electricity Transmission System to Network Operators or Non-Embedded Customers ;
“Interruption Payment”	the meaning attributed to it in the CUSC ;
“Law or Directive”	<p>(a) any law (including the common law);</p> <p>(b) any statute, statutory instrument, regulation, instruction, direction, rule or requirement of any Competent Authority;</p> <p>(c) any condition or other requirement of any Licence or other required authorisation, licence, consent, permit or approval (or of any exemption from the requirement to have the same); and</p> <p>any provision of any Industry Document;</p>
“Legal Requirement”	has the meaning given to it in the BSC ;

“Licence”	any one or more as appropriate of the Licences granted pursuant to section 6 of the Act ;
“Local TO”	means the owner of that part of the NETS to which the Contracted Units are connected;
“Mandatory Services Agreement”	the meaning attributed to it in the CUSC ;
“National Electricity Transmission System” or “NETS”	has the meaning attributed to it in the CUSC ;
“Network Operator”	a person with a User System directly connected to the National Electricity Transmission System to which Customers and/or Power Stations (not forming part of a User System) are connected, acting in its capacity as operator of the User System , but shall not include a person acting in the capacity of Externally Interconnected System Operator ;
“Non-Embedded Customer”	a Customer except for a Network Operator acting in its capacity as such receiving electricity direct from the National Electricity Transmission System irrespective of from whom it is supplied;
“Operational Metering Equipment”	meters, instrument transformers (both voltage and current), transducers metering protection equipment including alarms circuitry and their associated outstations as may be necessary for the purposes of the Grid Code CC6.5.6 and the corresponding provision of the relevant Distribution Code ;
“Output”	the actual Active Power or Reactive Power output achieved by a BM Unit ;
“Party”	the Company or a Provider and “Parties” shall be construed accordingly;
“Party Liable”	the meaning attributed to it in paragraph 6.1;
“Plant”	fixed and movable items used in the generation and/or supply and/or transmission of electricity other than Apparatus ;
“Physical Notification or PN”	the meaning attributed to it in the Grid Code ;
“Power Station”	an installation comprising one or more Generating Units (even where separately sited) owned or controlled by the

	same Provider which may reasonably be considered as being managed as one Power Station ;
“Proceedings”	the meaning attributed to it in paragraph 15.1;
“Provider”	the counterparty to a Framework Agreement with the Company ;
“Provider’s Equipment”	the Plant and Apparatus owned by the Provider (ascertained in the absence of agreement to the contrary by reference to the principles of ownership set out in CUSC) which: <ul style="list-style-type: none"> (i) is connected to Transmission Connection Assets forming part of any particular Connection Site to which the Provider wishes so to connect; or (ii) is connected to a User System to which the Provider wishes so to connect;
“Public Electricity Supply Licence”	a licence issued under section 6(1)(c) of the Act prior to the coming into force of section 30 of the Utilities Act 2000;
“Reactive Energy”	the integral with respect to time of Reactive Power ;
“Reactive Power”	the product of voltage and current and the sine of the phase angle between them measured in units of voltamperes reactive and standard multiples thereof i.e., <ul style="list-style-type: none"> 1000 Var = 1kvar 1000 kVar= 1Mvar
“Relevant Change in Law”	means a Change in Law that: <ul style="list-style-type: none"> a) was not, acting in accordance with Good Industry Practice, reasonably foreseeable by the Provider as at the date of the relevant CMP Contract; and b) affects the provision of the Constraint Management Service or other similar services but not one which affects the operation of the Provider’s Contracted Units in general;
“Remote Transmission Assets”	any Plant and Apparatus or meters owned by the Company which (a) are embedded in a User System and which are not directly connected by Plant and/or Apparatus owned by the Company to a sub-station

	owned by the Company and (b) are by agreement between the Company and such User under the direction and control of such User ;
“Responsible TO”	SP Transmission Plc, being the owner and operator of the Commercial Intertrip Scheme ;
“Secretary of State”	the meaning attributed to it in the Act ;
“Settlement Period”	a period of 30 minutes ending on the hour or half hour in each hour during a day;
“Settlement Run”	has the meaning attributed to it in the BSC ;
“Stability Trip”	a Trip whereby the Active Power Output of the Contracted Units is reduced to zero instantaneously upon receipt of an appropriate signal, typically within 150 ms;
“Station Demand”	the meaning attributed to it in the CUSC ;
“Steam Unit”	a Generating Unit whose primes mover converts the heat-energy in steam to mechanical energy;
“System”	any User System or the National Electricity Transmission System as the case may be;
“System to Provider Operational Intertripping Scheme”	the meaning attributed to it in the Grid Code ;
“Tender”	means the procurement process for the provision of the Constraint Management Service undertaken pursuant to a CMP Tender Procedure ;
“Tender Submission”	a submission made in response to a CMP Tender Procedure ;
“Transmission Connection Assets”	the meaning attributed to it in the CUSC ;
“Transmission Licence”	the licence granted to the Company under section 6(1)(b) of the Act ;
“Trip”	the tripping of any one or more of the Circuit Breakers at any Contracted Units in accordance with a signal from the Commercial Intertrip Scheme (and not otherwise) during any Arming Period , and “Tripped” and “Tripping” shall be construed accordingly;

“Trip Conditions”	the circuits for which the Commercial Intertrip Scheme can be Armed in relation to a Contracted Unit , as specified in Schedule 3, subject to revision in accordance with paragraph 1.2;
“Tripping Payment”	the meaning attributed to it in Paragraph 4.7.2;
“Tripping Payment Rate”	the payment rate specified for a Contracted Unit in a CMP Tender for the purposes of calculating the Tripping Payment ;
“User”	a person who is party to the CUSC Framework Agreement other than the Company ; and
“User System”	any System owned or operated by a User comprising:- Generating Units; and/or systems consisting (wholly or mainly) of electric lines used for the distribution of electricity from Grid Supply Points or Generating Units or other entry points to the point of delivery to Customers , or other Units; and Plant and/or Apparatus connecting: the System as described above; or Non-Embedded Customers equipment; to the National Electricity Transmission System or to the relevant other User System , as the case may be. The User System includes any Remote Transmission Assets operated by such User or other person and any Plant and/or Apparatus and meters owned or operated by the User or other person in connection with the distribution of electricity but does not include any part of the National Electricity Transmission System .

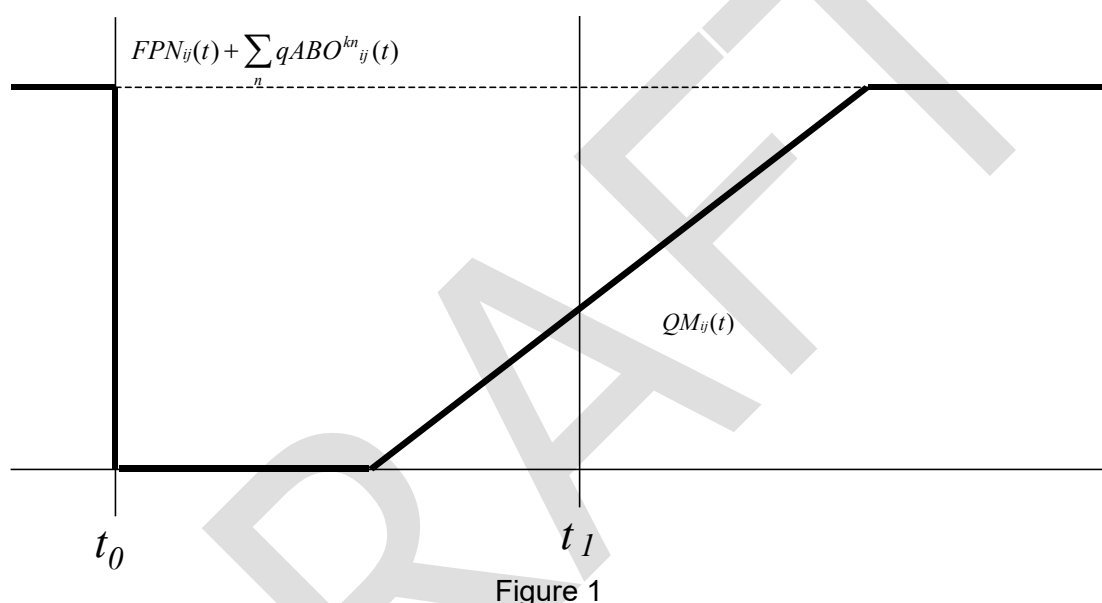
SCHEDULE 2 FORMULAE

$$SE_{sj} = \int_0^{SPD} E_{sj}(t) dt \quad \text{between } t_0 \text{ and } t_1$$

Where:

SE_{sj} is as defined in the **ABSVD Methodology Statement**

$E_{sj}(t)$ is the required energy from the **Constraint Management Service s** at time t from the start of **Settlement Period j**. The required energy is determined with reference to Figure 1 (included for illustrative purposes only):



Where:

$$E_{sj}(t) = \left(FPN_{ij}(t) + \sum_n qABO^{kn}_{ij}(t) \right) - QM_{ij}(t)$$

$FPN_{ij}(t)$ has the meaning attributed to it in the **Balancing and Settlement Code**;

$\sum_n qABO^{kn}_{ij}(t)$ has the meaning attributed to it in the **Balancing and Settlement Code**;

$QM_{ij}(t)$ is the **BM Unit Metered Volume** (as defined in the **Balancing and Settlement Code**) at spot time t ;

t_0 is the time at which the **Trip** occurs;

t_1 is the time at the end of the **Balancing Mechanism Window**.

SCHEDULE 3 TRIP CONDITIONS

FAULTED CIRCUITS
To be completed at the point of contract signature.

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SCHEDULE 4 INDEXATION

Where paragraph 3.2 of Section 3 applies, the **Tripping Payment Rate** applicable to a **CMP Contract** will be adjusted to take account of general price inflation. The index used will be the Consumer Prices Index (All Items) (CPI) published by the Office for National Statistics with 2015 = 100 base.

The **Tripping Payment Rate** will therefore be increased (or reduced as appropriate) for the period from the commencement date of the relevant **CMP Contract** by the following factor: -

$$CPI_2/CPI_1$$

Where

CPI_2 is the first anniversary of the commencement date of the relevant **CMP Contract**; and

CPI_1 is the commencement date of the relevant **CMP Contract**

In the event that CPI ceases to be published or is not published in respect of any relevant month or it is not practicable to use CPI because of a change in the method of compilation or some other reason, indexation shall be calculated by the **Company** using an index agreed by the **Parties** with a view to determining the relevant price after indexation that would be closest to the relevant price after indexation if CPI had continued to be available.

SCHEDULE 5 FORMS

Availability / Unavailability of Commercial Intertrip Scheme

(paragraph 4.9)

From: Shift Group Leader, [] Power Station	[Fax No. []] [Email []] To: Grid Operator, NGESO
	[Fax No. []] [Back up Fax No. []] [Email []]

[The **Commercial Intertrip Scheme** at [] **Power Station** [in respect of the following **Contracted Units** [will be]/[is] *[available]/[unavailable]*.]*

From: [Time (Hrs/Min)] [date] / [immediately]
To: [Time (Hrs/Min)] [date] / [further notice]

Reason for unavailability

Signed by	
Name	
Time	
Date	

Being authorised on behalf of the **Provider** to make this declaration.

Acknowledged by the **Company**

Signed by	
Name	
Time	

Date	
------	--

Being authorised on behalf of the **Company** to acknowledge this declaration.

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