

Schedule 3: Supply of Electric Vehicle Charging Points & Related Services

This Schedule applies to all Contracts relating to the supply of Electrical Vehicle Charging Points and any related Services.

1 Definitions & Interpretation

1.1 In this Schedule, the following words shall have the following meanings unless the context requires otherwise:

Customer Platform means the web-based platform which provides the functionality and access to data on Equipment operation.

Equipment any equipment supplied or to be supplied by Supplier to Customer and/or supported with Services in terms of the Contract including EV Charging Point(s) if the context allows.

EV Charging Point(s) the electric vehicle charging equipment supplied and/or supported with Services in terms of the Contract.

Indexation means an annual increase from 1 January each year by such percentage as Supplier specifies in writing to Customer; provided that each such increase cannot exceed the increase (if any) in CPI during the preceding twelve (12) months plus 3 percentage points (3%). CPI is the UK consumer prices index, or such replacement as Supplier may specify.

Services the services described in the Contract.

2 Customer Obligations

2.1 Notwithstanding any other rights Supplier has to recover costs for Customer's failure to perform its obligations, it is specifically agreed that as a non-exclusive remedy Supplier may charge £250 plus VAT as liquidated damages when it has mobilised to attend a site and is unable to gain the necessary access.

2.2 Customer shall provide, maintain and pay for all power and telecommunications connections necessary to operate the EV Charging Points and for the avoidance of doubt Supplier shall have no obligation or responsibility in relation to the same.

3 Charges & Payment

3.1 All charges, prices and payments of any kind contained in the Contract are subject to annual escalation by the amount of Indexation. Supplier shall issue written notice to Customer confirming price adjustments on the relevant dates.

3.2 In the event that Customer obtains a right to terminate the Contract then notwithstanding any other right of remedy of the parties in the event of termination of the Contract (in part) Customer shall pay Supplier (to the extent not previously paid) all outstanding Charges and all costs incurred as result of cancellation including without limitation the costs of cancelling any contracts or orders entered into or placed in connection with the Contract.

4 Intellectual Property

4.1 Notwithstanding any other provisions in the Contract relating to intellectual property, Supplier grants the Customer a non-exclusive, royalty-free, non-transferable licence to use (and to permit its employees to use) the Intellectual Property Rights in the Equipment and Services during the Term for the purpose for which the manufacturer and Supplier have made them available.

4.2 Customer hereby grants Supplier a royalty-free, non-exclusive, sub-licensable licence to use the data it obtains via performance of the Contract for the purposes of performing its obligations under the Contract and/or offering additional products or services to Customer.

4.3 Customer is not granted any access to or rights in the source code of any software in the EV Charging Points and/or Customer Platform.

4.4 Customer grants to Supplier (or its licensors) the exclusive right to conduct and/or defend and/or settle any legal proceedings or disputes in respect of third-party claims against Customer in respect of the Intellectual Property Rights in the EV Charging Points or Customer platform.

5 General

5.1 Supplier may, by written notice to Customer, make changes to any specifications of the Equipment and/or Services to be supplied and/or any other provision of the Contract as Supplier considers to be necessary to give effect to the Contract including without limitation replacement of goods or services which have become unavailable or unaffordable or changes required as a result of changes in legislation. Supplier may (by written notice to Customer) amend the Charges to reflect any increase in cost incurred (or reduced benefit enjoyed) by Supplier as a result (to ensure that Supplier is in no worse position than it would otherwise have been).

5.2 Suppliers Terms are published on its website <https://energy.drax.com/support/useful-documents-and-links/> and Customer is directed to those Terms via the Contract Particulars Form. Upon the signing the Contract Particulars Form the Terms hosted on the website are incorporated into the Contract between the Parties.

5.3 Supplier reserves the right to make non-material updates to its terms at any time for reasons including, but not limited to, requirements to reflect changes in its services and compliance with safety, quality, legal standards, continuous improvement and changes in good industry practice. Any such changes shall apply automatically to all Contracts. If any change which may materially affect the performance of the Contract is required Supplier shall notify Customers in writing to notify them of such a change.

5.4 Both parties shall comply with the Data Protection terms and conditions contained in the Annex to this Schedule.

6 Dispute Resolution

Notwithstanding any other rights parties have relating to resolution of disputes, Supplier shall be entitled to refer any disputes concerning contractual interpretation and/or pricing matters to an independent expert for final determination. The expert shall be a Chartered Quantity Surveyor to be agreed between the parties, or in the event the parties cannot agree to be appointed by the Chair of the Royal Institute of Chartered Surveyors with the appointed expert to follow the rules and procedures published by that organisation at the date the matter is referred for determination.

Schedule 3: Supply of Electric Vehicle Charging Points & Related Services

Annex: Data Protection

1 Definitions & Interpretation

In this Annex, the following words shall have the following meanings unless the context requires otherwise:

Controller has the meaning given to it in the Data Protection Legislation.

Data Protection Legislation mean all applicable laws which govern the use of personal data relating to identified or identifiable individuals, including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR"), each as may be amended, replaced or superseded from time to time, and the "UK GDPR" being the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom following any exit from the European Union.

Data Subject(s) has the meaning given to it in the Data Protection Legislation.

Personal Data means the personal data that is provided by Customer to Supplier pursuant to the Contract or which is otherwise Processed by Supplier under the instructions of Customer pursuant to the Contract.

Processing/Processed has the meaning given to it in the Data Protection Legislation.

Processor has the meaning given to it in the Data Protection Legislation.

Sub-Processor has the meaning given to it in the Data Protection Legislation.

2 Data Processor Obligations

2.1 The Parties agree that Customer is a Controller, and that Supplier is a Processor on behalf of Customer, in relation to the Personal Data described in the Annex to this Annex.

2.2 The Annex to this Annex set outs the subject-matter, duration, nature and purposes of the Processing; the type of Personal Data and the categories of Data Subject involved. The Parties shall review the Annex to this Annex no less than once every twelve (12) months to ensure that it remains up-to-date, and make amendments where necessary (agreement to such amendments not to be unreasonably withheld or delayed by either Party).

2.3 Customer shall, in relation to the Personal Data described in the Data Protection Table:

2.3.1 ensure it has all necessary rights and consents to Process Personal Data and to disclose Personal Data to Supplier in accordance with the Data Protection Legislation;

2.3.2 be responsible for the provision of a privacy notice to Data Subjects;

2.3.3 be responsible for deciding and determining the following: (a) the subject-matter and extent of Personal Data to be collected and Processed, including which individuals' Personal Data should be Processed; (b) the purpose and manner of the Processing of Personal Data; (c) third parties to whom Personal Data is disclosed; and (d) the duration of retention of Personal Data.

2.4 Supplier shall, in relation to the Personal Data described in the Data Protection Table:

2.4.1.1 Process the Personal Data only on the documented instructions of Customer as set out in the Contract and any other written instructions to perform its obligations under the Contract, unless required to do otherwise by applicable law. If Supplier is aware that, or is of the opinion that, any instruction given by Customer breaches the Data Protection Legislation or other applicable law, Supplier shall immediately inform Customer of this giving details of the breach or potential breach;

2.4.1.2 ensure that its personnel who are authorised to Process Personal Data are under obligations of confidentiality;

2.4.1.3 implement appropriate technical and organisational measures to ensure a level of security appropriate to protect the Personal

Data, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access;

2.4.1.4 taking into account the nature of the Processing, where reasonable, assist Customer with its obligations to comply with Data Subjects' requests.

2.4.1.5 taking into account the nature of processing and the information available to Supplier, where appropriate, assist Customer in ensuring compliance with Customer's obligations in related to security, the notification of Personal Data breaches and data protection impacts assessments;

2.4.1.6 following the termination or expiry of the Contract, at the written election of Customer, either: securely destroy the Personal Data (including all copies of it); or return the Personal Data (including all copies of it) to Customer in a format reasonably requested by Customer (in each case) save to the extent that any applicable law requires Supplier to continue to store the Personal Data;

2.4.1.7 provide all information reasonably necessary to demonstrate Supplier's compliance with this Condition 2.3.3; and

2.4.1.8 inform Customer of, and provide assistance with responding to, any enquiry made, or investigation or assessment of Processing initiated by the ICO or other regulatory authority in respect of the Personal Data.

2.5 Supplier shall comply with any further written instructions as far as is reasonably practicable with respect to processing by Customer. Any such further instructions must first be incorporated into this Annex.

2.6 Customer hereby allows Supplier to transfer the Personal Data described in the Annex to this Annex to an international organisation, or out of the EEA or the UK, and to appoint any Sub-Processors; provided that Supplier puts in place:

2.6.1 for the transfer of Personal Data to an international organisation, or out of the EEA or the UK, adequate safeguards as permitted by the Data Protection Legislation (unless an exemption applies). In order to facilitate lawful International transfers of Personal Data carried out by Supplier Customer hereby grants Supplier authorisation to act on its behalf to enter into Controller to Processor Standard Contractual Clauses approved by the European Commission <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or its equivalent) with any Sub-Processors' appointed by Supplier according to this Condition; and

2.6.2 in relation to the appointment of any Sub-Processors, in writing contractual obligations which are at least equivalent to the obligations imposed on Supplier pursuant to this Condition, Supplier shall be liable to Customer for any failure of any such Sub-Processor to comply with such data protection contractual obligations in accordance with the Contract.

3 Obligations as Data Controllers

3.1 The Parties agree that, from time to time, Supplier is a Controller in relation to the Personal Data described in the Annex to this Annex, for example, when invoicing Customer for EV Charging Points and/or related services provided under this Agreement. In such circumstances, Supplier will comply with its obligations as a Controller under the Data Protection Legislation.

3.2 If either Party Processes Personal Data in relation to the Contract other than the Personal Data described in the Annex to this Annex, then the Parties agree that they are independent Controllers of that data.

3.3 The Parties therefore acknowledge their respective duties under the Data Protection Legislation and shall give each other all reasonable assistance (if requested) to enable each other to comply with those duties.

3.4 In the event that the Parties jointly determine the purposes and means of processing Personal Data, each Party shall be responsible (and shall implement suitable mechanisms) for compliance with the obligations under the Data Protection Legislation, in particular regarding the exercising of individuals' rights and the provision of information to Data Subjects. In addition, each Party shall designate a contact point for Data Subjects to contact either one or another Party.



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Data Protection Table

Categories of Personal Data	Purposes of Personal Data Processing	Categories of data subjects	Duration of the retention of Personal Data
Name, email address, employee number and contact number	To create and manage Driver profiles and add billing and tariff details to Drivers. To deal with and resolve Driver queries and disputes.	Electric charging station users (Drivers)	Maximum 2 years, starting after termination of the Contract.
Charging transaction data (such as user ID, charging location, charging cycle, energy used)	To calculate the usage of charging transactions. To perform technical service and maintenance, including software updates and releases.	Electric charging station users (Drivers)	Maximum 2 years, starting after last activity of the relevant Driver.
Charging card data (such as token type, subscription type)	To authorize and validate electric vehicle charging station users. To perform technical service and maintenance, including software updates and releases.	Electric charging station users (Drivers)	Maximum 2 years, starting after last activity of the relevant Driver.
Charging station location data (such as location address, location tariff)	To inform Customer about charging station location data. To perform technical service and maintenance, including software updates and releases.	Electric charging station users (Drivers)	Maximum 2 years, starting after last activity of the relevant Driver.
Name, e-mail address and formatting data	To register an account on Customer Platform, to administrate such account and to ensure the confidentiality and security of that account.	Customer personnel	Maximum 2 years, starting after termination of the Contract.
Vehicle data (such as location of vehicle, odometer reading, vehicle registration number, make and model, status of charge, IMEI number)	To provide Customer with the following information: <ul style="list-style-type: none"> • battery usage; • journey snail trail to display on the map the activities of the vehicle, with start and end of trip; • the vehicle statuses at any point by hovering over the snail points; • confirm moving time, stationary time; • reports around usage, day, week, month; • location usage, stationary at what %, A->B efficiency (e.g. between different vehicles, same vehicles with different drivers); • road type usage for duration, distance, time, at different time of the day/week/month, energy spend on each sector/segment; • average speed of driver with road type and location, energy usage; • idling time with time, date, location, road. 	Electric charging station users (Drivers)	Maximum 2 years, starting after last activity of the relevant Driver.

These T&Cs apply to all supplies of goods and services to Drax group companies to the exclusion of the customer's terms and conditions.

1. DEFINITIONS & INTERPRETATION

1.1 In the Contract the following words shall have the following meanings unless the context requires otherwise:

CAS the document titled "Contract Award Schedule";
Contract means a contract between Customer and Supplier comprising (i) the Contract Particulars; (ii) these T&Cs ; (iii) each Schedule incorporated by the Contract Particulars; and (iv) each CAS incorporated by the Contract Particulars;
Charges means charges or other payments payable by Customer to Supplier under a Contract as stated in the Contract Particulars;
Confidential Information any know-how, trade secret, documentation or information (whether commercial, financial, technical, operational or otherwise) relating to its business, affairs, operations, processes, intentions, customers or suppliers and which is either marked as "confidential" or which the other party was or ought reasonably to be aware was of a confidential nature;
Customer the person identified as such in the Contract Particulars and each Customer shall be designated in the Contract Particulars as being either (i) an SME Customer; or (ii) IC Customer;
Customer Site the relevant site for delivery of the Contract detailed in the Contract Particulars.
Force Majeure Event an event or circumstance which is beyond the reasonable control of the Supplier and which results in or causes the failure of the Supplier to perform any one or more of its obligations under the Contract;
Good Industry Practice the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from an operator engaged in the same type of undertaking under the same or similar circumstances;
IC Customer an Industrial and Commercial customer type as identified in the Contract Particulars;
Industry Rules the Act, the Supply Licence, the Balancing and Settlement Code, the Grid Code, the Distribution Connection and Use of System Agreement, the Distribution Code, the Retail Energy Code, and the Connection and Use of System Code, and any other legislation, agreement, licence or code to which Supplier or Customer is subject to or should be a party to, or which affects its ability to perform its obligations under the Contract;
Insolvency Event an order being made or a resolution being passed for the winding up of a party or circumstances arising which entitle a court of competent jurisdiction to make a winding-up order of a party or an order being made for the appointment of an administrator to manage the affairs, business and property of a party or documents being filed with a court of competent jurisdiction for the appointment of an administrator of a party or notice of intention to appoint an administrator being given by a party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a receiver being appointed of a party's assets or undertaking, or circumstances arising which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of a party, or any other person taking possession of or selling a party's assets, or a party making any arrangement or composition with its creditors or making an application to a court of competent jurisdiction for the protection of its creditors in any way, or a party ceasing to trade or a party taking or experiencing any similar action in any jurisdiction in consequence of debt;
Intellectual Property Rights or "IPR" includes (a) copyright, database rights, patents, rights, trade marks, designs (in each of the last two cases, whether registered or unregistered), knowhow and confidential information; (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of

protection, in the case of each of (a), (b) or (c) which is existing in the United Kingdom;

Month a calendar month;

Services the services as specified in the Contract Particulars to be provided by Supplier under a Contract which will be one or more of the following: (i) electricity; (ii) renewable energy; (iii) electric assets; and/or (iv) electric vehicles;

Contract Particulars the document titled Contract Particulars issued by Supplier to Customer;

SME Customer Customer type as identified in the Contract Particulars and if applicable, Supplier shall treat the SME Customer as a Micro Business Consumer;

Supplier Drax Energy Solutions Limited whose registered office is Drax Power Station, Selby, North Yorkshire YOP 8PH and registered number is 05893966;

Supplier Equipment & Assets equipment and/or assets to be supplied and installed by Supplier at Customer Site as referenced in the Contract Particulars.

Terms and Conditions / T&Cs these terms and conditions applicable to all Services and which form part of the Contract;

Value Added Tax (VAT) has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it; and

Year the 12 Month period beginning on and including the Commencement Date and each subsequent period beginning on an anniversary of the Commencement Date.

- 1.2 All Contracts, however formed, incorporate these T&Cs to the exclusion of all other terms or conditions (other than any which cannot be excluded by law). No other terms and conditions are binding on Supplier and Customer waives any right to rely thereon. Supplier's performance of a Contract is conditional upon Customer accepting these T&Cs as written without amendment. Supplier's pre-contractual quotations are non-binding.
- 1.3 The construction, performance, validity and all aspects of each Contract are governed by English law and the parties accept the jurisdiction of the English courts.
- 1.4 In the Contract:
 - 1.4.1 headings are included for convenience only and do not affect the construction or interpretation of the Contract;
 - 1.4.2 references to a party or parties are references to Customer and/or Supplier;
 - 1.4.3 any reference to a clause (unless expressly provided otherwise) will be a reference to a clause of these T&Cs. The Contract Particulars shall have the same force and effect as if set out in the body of these T&Cs;
 - 1.4.4 any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders including the neuter gender;
 - 1.4.5 any reference to a person will, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons;
 - 1.4.6 the words include, includes, including and included and similar words and expressions will be construed without limitation unless inconsistent with the context;
 - 1.4.7 working days are all days other than Saturdays, Sundays and public holidays in England;
 - 1.4.8 if there is any conflict as to these T&Cs and the Contract Particulars, the terms of the Contract Particulars shall prevail;
 - 1.4.9 if there is any conflict as to these T&Cs and the Schedules, the terms of the Schedules shall prevail;
 - 1.4.10 if there is any conflict as to the Contract Particulars and the Schedules, the terms of the Contract Particulars shall prevail; and
 - 1.4.11 any reference in the Contract to law or to any statute, statutory instrument, directive, regulation, order or other enactment mean the same as may be amended, enacted, replaced, extended, modified, consolidated or repealed from time to time.

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2. REPRESENTATIONS & WARRANTIES

- 2.1 In consideration for the Charges, Supplier shall provide the Services.
- 2.2 Each party warrants that it has and undertakes throughout the term of the Contract that it will, comply with all relevant Industry Rules and all relevant laws and regulations applicable to it as the same may be amended, updated, modified or re-enacted from time to time.
- 2.3 Customer represents and warrants that all information provided to Supplier in connection with the Contract is true, accurate and complete.
- 2.4 Customer shall enable safe Supplier access at such times and dates and for such periods as Supplier may reasonably require to Customer Site and personnel in order to allow Supplier to fulfil its obligations under the Contract, including those relating to decommissioning any assets following termination.
- 2.5 Customer is solely responsible for ensuring that the Contract Particulars is accurate and adequate. Supplier is not liable for (i) any omission in a Contract or (ii) loss arising from any imprecision in a Contract.
- 2.6 Supplier reserves the right at any time to alter the specification for any Services to conform to applicable laws/ standards or otherwise.

3. CHARGES & PAYMENT

- 3.1 Customer shall pay the Charges for the Services without any set-off, deduction or withholding whatsoever. If Customer is compelled by law to make any deduction or withholding, Customer must gross-up the payment so that the net sum received by Supplier is equal to the full amount which it would have received had no such deduction or withholding been made.
- 3.2 All Charges and other amounts payable to Supplier under the Contract are exclusive of VAT, Climate Change Levy or any relevant applicable tax or duty payable on the supplies, for which Customer shall be responsible and all pay on demand where applicable.
- 3.3 Unless the contrary is stated in Schedule 1 or the Appendices, if Customer fails to make a payment under the Contract when due, the other party may (without prejudice to any other rights or remedies it may have). charge interest (compounding Monthly) on the overdue amounts from the date such sum becomes overdue to the date to the date of payment at an annual rate equal to 4% above the UK base lending rate of Barclays Bank (or such replacement bank as Supplier may specify).
- 3.4 Supplier shall (on written notice to Customer) be entitled to apply any amount due to Customer under or in connection with the Contract in settlement of any equal sum owing by Supplier to Customer under or in connection with the Contract.
- 3.5 Supplier may increase the Charges from time to time by giving written notice to Customer..

4. CONFIDENTIALITY

- 4.1 Subject to clauses 4.2 to 4.4, each party undertakes that it will keep the other party's Confidential Information confidential and will not at any time:
 - 4.1.1 use that information for any purpose other than to exercise its rights and perform its obligations under the Contract (or any other purposes as the other party may expressly authorise in writing from time to time); or
 - 4.1.2 disclose that information to any third party, except as otherwise permitted by the Contract or with the other party's prior written consent.
- 4.2 This clause 4 will not apply to any information that the receiving party can demonstrate:
 - 4.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as

a result of a breach of the Contract or any other obligations of confidentiality;

- 4.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect to it; or
- 4.2.3 was developed independently of and without reference to confidential information disclosed by the other party.
- 4.2.4 A party may disclose the other's Confidential Information only to the extent it is required to do so under operation of law, by court order or as directed by any regulatory body of competent jurisdiction provided that (except where legally prohibited from doing so) it must provide the other with advance written notice of its intention to make such disclosure.
- 4.2.5 Each party is entitled to make known the other party's Confidential Information to its employees, agents, directors, officers, sub-contractors, professional advisors and consultants who have a need to know the same in connection with a Contract, provided that such party will ensure that those persons comply with this clause 4.

5. INTELLECTUAL PROPERTY

- 5.1 Nothing in the Contract shall act to transfer any IPR from one party to the other. IPR in the Services and related information remain the sole property of Supplier.
- 5.2 Customer indemnifies the supplier against all claims, losses or damages suffered by Supplier as a result of Customer's infringement of any third party's intellectual property.

6. LIABILITY

- 6.1 Supplier is not liable to Customer for any losses arising due to circumstances outside of Supplier's control, including without limitation any Force Majeure Event.
- 6.2 All warranties, terms and conditions implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law but not otherwise.
- 6.3 Supplier is not liable for indirect losses, loss of profits, damage to goodwill, damage to property, economic loss, consequential losses, special damages; business interruption, wasted expenditure, loss of business, loss of opportunity. Otherwise, Supplier's liability is limited to the cost of reperforming any deficient Services. Supplier is allowed the opportunity to remedy before Customer can claim or remedy the matter itself. Supplier will not be liable to Customer for:
 - 6.3.1 any claim to the extent that it relates to loss of profits, goodwill, business opportunity or anticipated savings, injury to reputation, wasted expenditure, wasted management time or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability or otherwise howsoever arising and regardless of whether Supplier knew or had reason to know of the possibility of the loss or damage in question; or
 - 6.3.2 any delay in or failure to comply with its obligations to the extent that the failure results from the actions or omissions of Customer; or
 - 6.3.3 any loss resulting from the liability of Customer to any other person howsoever arising.
- 6.4 Nothing in the Contract will limit or exclude Supplier's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.
- 6.5 Subject to clause 6.4, Supplier is not liable: (i) if payment to Supplier under the Contract has not been received in full; (ii) for any defect within reasonable commercial tolerances.
- 6.6 The Supplier's total liability in connection with the Contract (whether in contract, negligence, tort or otherwise) shall not exceed One Million Pounds Sterling (£1,000,000) or the total of the Charges, whichever is lower.

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- 6.7 Supplier may deduct from any compensation due to Customer, or where such compensation has been paid, recover from Customer, any amount Customer has received, or is entitled to receive, in respect of the same loss from the relevant Network Operator under a Connection Contract.
- 6.8 Notwithstanding any other provision of this Contract, if Supplier has failed to comply with its obligations hereunder due to a Customer cause, act or omission then Supplier shall:
- 6.8.1 not be treated as being in breach of the Contract and shall be relieved of liability in respect of such non-performance; and
- 6.8.2 be entitled to invoice Customer for all costs and expenses it has incurred as a result of Customer cause, act or omission or non-performance.
- 6.9 The express terms of the Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 7. TERMINATION**
- 7.1 Supplier may terminate this Contract immediately on written notice if:
- 7.1.1 Customer commits an irremediable material breach of the Contract, persistently commits remediable material breaches or commits any remediable material breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same;
- 7.1.2 Customer fails to pay any amount due under the Contract;
- 7.1.3 Customer is in breach of any warranty given under the Contract;
- 7.1.4 Customer undergoes an Insolvency Event;
- 7.1.5 it reasonably apprehends that an Insolvency Event is about to occur in relation to Customer;
- 7.1.6 Customer breaches clause 10;
- 7.1.7 there is a change in relevant law which prohibits or prevents Supplier from providing the Service;
- 7.1.8 Customer changes the method of payment without the prior written consent of Supplier; and
- 7.1.9 it has legitimate concern regarding the financial standing of Customer.
- 7.2 Supplier can terminate or suspend a Contract by giving written notice if: (i) Customer fails to pay money when due and payable; (ii) Customer breaches the terms of the Contract or any other Contract; (iii) Customer ceases or threatens to cease carrying on business; (iv) Customer is declared or becomes insolvent or bankrupt, enters into receivership, administration, liquidation, administrative receivership or has a moratorium declared in respect of any of its indebtedness, or threatens to do any of the above; (v) in Supplier's opinion Customer is unable to fulfil its obligations under a Contract; (vi) any of the above is about to occur; (vii) Customer has done something which brings or is likely to bring the Supplier's business into disrepute or be detrimental to it; (viii) services provided by a third party required for Supplier to comply with its obligations cease; or (ix) if Supplier so decides for any other reason.
- 7.3 Termination of a Contract is without prejudice to rights and duties arising prior to termination and without prejudice to any other Contract in force.
- 7.4 If Customer terminates a Contract without lawful cause, Customer shall indemnify Supplier for all liabilities and losses incurred by Supplier including loss of profit.
- 7.5 Immediately on termination or expiry of the contract the supplier shall cease all on-going works, any licences granted by Supplier shall immediately cease and each party shall return to the other all equipment, materials and property supplied to it in connection with this contract. In the event of termination of the Contract for any reason, the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.
- 8. NOTICES**
- 8.1.1 Any notice given to a party under or in connection with the Contract shall be in writing and sent to the address first written in the Contract Particulars.
- 8.1.2 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9. VARIATION**
- 9.1 The Parties may at any time agree in writing to vary the Contract.
- 9.2 Supplier may unilaterally vary:
- 9.2.1 the Charges, method of payment or other payment terms of the Contract where Customer fails to pay any amount due in accordance with the Contract within 7 Days of a request from Supplier to do so; and/or
- 9.2.2 any term of the Contract where a change to industry wide practice, or in the requirements, or in the interpretation of the requirements, of any Competent Authority, including any changes to, or introduction of, any Industry Rule, law or tax, levy, certification or similar has occurred.
- 9.3 Where the Contract is varied in accordance with clause 9, Supplier shall give written notice of the variation to Customer, such variation shall take effect from the date given in such notice or where no such date is specified, the date of the notice.
- 10. CONDUCT OF BUSINESS**
- 10.1 Customer must:
- 10.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-corruption including the Bribery Act 2010 and Criminal Finances Act 2017 (and will not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under sections 45(1) or 46(1) of the Criminal Finance Act 2017) and with all applicable employment, anti-discrimination legislation and supply chain legislation, including the Modern Slavery Act 2015; and
- 10.1.2 not do anything to bring the name or reputation of Supplier into disrepute or prejudice the interests of Supplier's business.
- 11. DATA PROTECTION**
- 11.1 Customer's personal data is collected for the purpose of entering into the Contract. All details of how Customer's personal data will be processed and shared can be found here: <https://www.drax.com/uk/privacy-notices/>.
- 12. GENERAL**
- 12.1 The Contract constitutes the entire Contract between the parties and supersedes and extinguishes all previous Contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges and accepts that, in entering into the Contract, it has not relied upon any representation, undertaking or promise except as set out in the Contract.
- 12.2 Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 12.3 Supplier may assign, novate or otherwise transfer part or all of the benefit of the Contract without the prior written consent of Customer. Customer shall not assign, novate or otherwise transfer the benefit or burden of the Contract without the written consent of Supplier.
- 12.4 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute



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and will not be construed as a waiver of that term or right, remedy, power or privilege and will in no way affect either party's right later to enforce or exercise it, nor will any single or partial exercise of any right, remedy, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

- 12.5 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to the Contract will not in any way affect the remaining provisions or rights, which will be construed as if that invalid or unenforceable part did not exist.
- 12.6 Nothing in the Contract will confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 12.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.8 Customer represents that it is not a consumer, although nothing in these T&Cs prejudice the statutory rights of any consumer.
- 12.9 No Contract is enforceable by any person other than Customer and Supplier. Customer cannot assign its rights or subcontract its obligations under the Contract. Supplier may sub-contract in whole or part obligations under the Contract.
- 12.10 Unenforceable clauses in these T&Cs shall not affect the enforceability of the remainder of the Contract. Failure to enforce a provision is not a waiver of any rights under the Contract. Supplier's remedies are cumulative not exclusive. Losses of Supplier include losses incurred or suffered by its suppliers and by the Group in aggregate.
- 12.11 Customer agrees to abide by Supplier's policies and procedures as notified from time to time.
- 12.12 If bespoke terms and conditions are agreed, these T&Cs remain binding on the parties to a Contract. Any discrepancy between these T&Cs and any other agreed terms may only be construed against Supplier if such other terms are in writing agreed by Supplier.

13. **GOVERNING LAW**

- 13.1 The Contract (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with the Contract.
- 13.2 The Parties shall attempt to resolve between them any dispute arising in connection with or under the Contract. Where the Parties are unable to resolve a dispute within eight weeks of the disputing Party raising the dispute, Supplier may refer the dispute to an arbitrator. The identity of the arbitrator shall be agreed by the Parties. Failing Contract upon such person, the arbitration shall be conducted by a person appointed by the Chartered Institute of Arbitrators on the application of either Party. The Laws of England shall govern the procedure of any arbitration.