

POWER PURCHASE AGREEMENT

Terms and Conditions for Embedded Generation

Glossary

These definitions shall be read in conjunction with the Terms and Conditions, the Price Guide, the Renewable Certificate Terms (where applicable), and the Contract Information Pack.

“**Act**” means the Electricity Act 1989 as amended by the Utilities Act 2000;

“**Administration Charge**” is the charge per Meter Point per month as indicated in the Contract Information Pack;

“**Affected Party**” means a party which is delayed or prevented from performing its obligations by a Force Majeure Event;

“**Affiliate**” means, in relation to any Person, another Person that controls, is controlled by, or is under common control with, such Person;

“**Agreed Fixed Price**” means, for the relevant Meter Point and Settlement Period, the applicable Fixed Price for such Meter Point and Settlement Period as stated in p/kWh on the Price Fix Confirmation;

“**Agreement**” means this agreement made up of the Terms and Conditions, the Price Guide, (where applicable) the Renewable Certificate Terms, (where applicable) the Choice Price Fix Process and the Contract Information Pack and this Glossary;

“**Authorised Meter Operator**” means a meter operator in accordance with the BSC;

“**Authority**” means the Gas and Electricity Markets Authority and includes the Office of Gas and Electricity Markets (Ofgem) or any successor to the activities it is responsible for;

“**Available Generation Capacity**” means the volume of Generation Capacity, as defined in the Contract Information Pack, unless a different available generation capacity is notified by the Generator to EDF Energy in accordance with the terms of this Agreement during the Term from time to time;

“**Average Export over the Triad Settlement Period**” means, the arithmetic average (expressed in kW) of the Relevant Metered Output delivered to the Meter Point(s) of the Generating Station in the Triad Settlement Period;

“**Billing Period**” means a calendar month beginning on 00:00 hours on the first day of that month and ending at 24:00 hours on the last day of that month, provided that the first Billing Period will commence on 00:00 hours on the day on which the Effective Date occurs and the last Billing Period will end at 24:00 hours on the last day of the Term;

“**Billing Statement**” means a statement setting out:

- (i) a breakdown of any Relevant Metered Output or Relevant Embedded Benefits applicable to the Agreement; and
- (ii) the net amount, including the Product Price, and all other sums, due and payable by the Debtor Party to the Creditor Party for the relevant period, calculated in accordance with the Price Guide and the Contract Information Pack;

“**BSC**” means the Balancing and Settlement Code;

“**BSC Company**” means Elexon Limited, or any of its successors, permitted assigns and permitted transferees;

“**BSC Company Charges**” means the benefit or charge arising by virtue of the Generator selling Relevant Metered Output to EDF Energy pursuant to the Supplier Volume Allocation Rules;

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

“**Business Hours**” means between the hours of 09:00 and 17:00 on a Business Day;

“**Buy-Out Fund**” has the meaning given to that term by article 66(1) of the Renewables Obligation Order;

“**Buy-Out Fund Amount**” means, in respect of any Obligation Period, the amount (in £/ROC) which is determined by dividing the total value of the Buy-Out Fund for that Obligation Period by the number of ROCs presented to the Authority in that Obligation Period;

“**Buy-Out Price**” means the buy-out price determined in accordance with article 11 of the Renewables Obligation Order;

“**Change in Law**” means any change in law or in judicial or administrative interpretation, or of the Industry Rules or any directive of a Competent Authority, in each such case after the date of this Agreement, which affects or relates to the obligations of either Party or which affects how electricity or any Product is traded or otherwise has a material affect on the wholesale energy markets and for the avoidance of doubt, REMA shall be considered a Change in Law;

“**Choice Price**” means for each Settlement Period in a Billing Period which is:

- (i) an Indexed Billing Period, the relevant Published Price x Percentage Share;
- (ii) a Fixed Billing Period, the Agreed Fixed Price.

“**Choice Price Fix Process**” means the process to be followed by the Generator if they have selected the Choice Contract Type in order to fix their Product Price for Relevant Metered Output for certain Billing Periods, as set out at [this weblink](#) from time to time;

“**Close Out Payment**” means the payment calculated under Clause 8.5 of the Agreement;

“**Commencement Date**” means the date of execution of this Agreement shown on the signature page of the Contract Information Pack;

“**Commercial Operations Date**” means the date on which a Generating Station has been Commissioned, and commences full commercial operation and if the Generator does not provide the Commercial Operations Requirements on request, EDF can determine the Commercial Operations Date;

“**Commercial Operations Requirements**” which you must provide to EDF on request, means, together:

- (i) satisfactory evidence of successful commissioning of the Generating Station demonstrating that it has been installed, commissioned, is operating in accordance with Prudent Operating Practice in the form of a valid dated and signed G98 or G99 application form and can operate to the full installed capacity, and
- (ii) evidence in the form of an Interim Operational Notification (if applicable) and Final Operational Notification (if applicable) (as such notifications are defined in the Grid Code) confirming that National Grid and or the Local Distribution Company has acknowledged that the Generator has demonstrated compliance with the Grid Code and is satisfied that the Generator may export and accurately meter the electricity generated by the Generating Station to the Transmission System and or Distribution System,

“**Commissioning Period**” means, in respect of a Generating Station, the period commencing on the Commissioning Start Date and ending at

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23:59 hours on the day immediately preceding the Commercial Operations Date;

“Commissioning Start Date” means the date when the Generating Station first commences delivering Metered Output to the Meter Point;

“Commissioned” means the completion of the usual industry standards and practices for demonstrating that the relevant Generating Station is capable of commercial operation and has satisfied the Commercial Operations Requirements;

“Competent Authority” means any agency, trust, department, inspectorate, minister, ministry, official or public or statutory Person having jurisdiction over either of the Parties or the subject matter of the Agreement;

“Confidential Information” means:

- (i) information regarding the terms and existence of this Agreement;
- (ii) all communications between the Parties and all information and other material supplied to, or received by, either Party from the other Party in connection with the Agreement which is either marked “confidential” or by its nature is intended to be for the knowledge of the recipient and/or any other Person within Condition 13.1 alone; and
- (iii) all information concerning the business transactions, technical plans or commercial or financial arrangements or affairs of the Parties;

“Connection Agreement” means:

- (i) a National Connection Agreement; or
 - (ii) a Local Connection Agreement,
- as applicable;

“Consequential Loss” means in relation to a breach of the Agreement any indirect loss or consequential loss, including any loss of production, loss of profit, loss of revenue, loss of contract, loss of goodwill, liability under other agreements or liability to third parties resulting from such breach and whether or not the Party committing the breach knew, or ought to have known, that such loss would be likely to arise;

“Contract Information Pack” means the document provided to the Generator that includes the bespoke commercial elements applicable to the Agreement;

“Contract Type” means the type of contract specified in the Contract Information Pack (Clarity, Certainty or Choice);

“Contract Year” means each period of 12 months from each 1st April during the Term to the following 31st March, except:

- (i) the first Contract Year runs from the Effective Date until the immediately following 31st March;
- (ii) the last Contract Year runs from 1st April immediately before the Expiry Date or the Termination Date until the Termination Date or Expiry Date (as applicable); and
- (iii) where the Effective Date and Termination Date or Expiry Date occur within a 12 month period commencing on 1st April, the Contract Year runs from the Effective Date until the Termination Date or Expiry Date;

“Control” means the beneficial ownership of more than fifty percent (50%) of the issued share capital or the legal power to direct the management or affairs of the company, partnership or other entity in question, and a person with Control shall be a “Controller”;

“Creditor Party” means the net creditor identified in the relevant Billing Statement;

“Cross Default Threshold” means £500,000;

“CUSC” means the Connection and Use of System Code;

“Data Aggregator” means a person appointed by EDF Energy to carry out the aggregation of metering data received from Data Collectors and forward such data to the person responsible for determining the quantities to be taken into account in respect of settlement under the BSC;

“Data Collector” means a person appointed by EDF Energy to retrieve, validate and process metering data from the Metering Equipment;

“Data Estimate” means, for a Settlement Period, the volume of electricity actually or notionally sold by EDF Energy on the wholesale market, provided that the volume is a reasonable estimate of electricity EDF Energy would have anticipated would be delivered by the Generator based on the Generating Station’s output in a similar period;

“Debtor Party” means the net debtor identified in the relevant Billing Statement;

“Default Rate” means the rate per annum which is one percent above the base rate of HSBC Bank from time to time;

“Defaulting Party” has the meaning ascribed to it under Condition 8.1;

“Distribution Code” means the distribution code drawn up by the Local Distribution Company and approved by the Authority;

“Distribution Connection and Use of System Agreement” means the multi-party contract between licensed electricity distributors, suppliers and generators in Great Britain concerned with the use of the electricity distribution system;

“Distribution System” means the system consisting (wholly or mainly) of electric lines owned or operated by the Local Distribution Company and used for the distribution of electricity;

“Distribution Use of System Charges” means:

- (i) any charges or costs payable to the Local Distribution Company; or
- (ii) any benefits payable by the Local Distribution Company in respect to the use by the Generating Station of the Local Distribution Company’s Distribution System irrespective of whether the Local Distribution Company seeks to recover such costs from the Generator or EDF Energy or reimburse such benefits to the Generator or EDF Energy;

“EDF Energy Competitor” includes any company operating in the United Kingdom which holds a licence to supply gas and/or electricity to domestic or business premises in the United Kingdom which is of substantially the same nature as the relevant licences currently awarded under section 6 of the Electricity Act 1989 or section 7 of the Gas Act 1986 or who supplies energy related products; and (ii) any company which is a Group Company of any company referred to in paragraph (i); and (iii) any officer, employee, agent or sub-contractor of any company referred to in paragraphs (i) or (ii); and (iv) any other person notified to the Generator by EDF Energy from time to time as being an EDF Energy Competitor;

“EDF Energy’s Representative” means the representative nominated by EDF Energy;

“Effective Date” means the date specified as such in the Contract Information Pack;

“Embedded Export Tariff” means the embedded export tariff (in £ per kW) published annually by the National Grid Company in the Statement of Use of System Charges applied to embedded generation in the transmission charging zone in which the Generating Station is situated;

“Energy Price Index” means, where applicable, the index indicated in the Contract Information Pack provided that:

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(i) If the basis of computation of the Energy Price Index changes, any published official reconciliation between the two bases of computation shall be applied. In the absence of any such official reconciliation, EDF Energy (acting reasonably) shall determine the adjustments to be applied to make it as near as is possible comparable with the figure with which it is being compared; and

(ii) If the Energy Price Index ceases to be published, is no longer accessible to EDF Energy or no longer accurately reflects the price for electricity in the energy market (including by reason of lack of liquidity) (in each case as determined by EDF Energy), such alternative index which EDF Energy may from time to time notify the Generator produces as near as is possible the same result shall be substituted for the relevant index; and

(iii) If the Generator disputes the occurrence of any circumstance or event referred to in paragraphs (i) or (ii), or EDF Energy's determination as a result of the same, it may refer the matter for resolution pursuant to Condition 12 within 30 days of the occurrence of any circumstance or event referred to in paragraphs (i) or (ii), or EDF Energy's determination (as applicable);

"Event of Default" means any of the events specified in Condition 8.1;

"Expert" means an independent person with appropriate qualifications and experience agreed by the Parties within 30 days of first written notice of the dispute or, in the absence of agreement, nominated by the President of the Law Society of England and Wales;

"Expiry Date" means the date set out as such in the Contract Information Pack;

"Export" means, for the relevant Settlement Period, the total Relevant Metered Output (in kWh) delivered to such Meter Points during such Settlement Period;

"Extended Force Majeure Event" means a Force Majeure Event in respect of which:

(i) the Affected Party is prevented from performing any of its obligations under this Agreement for a period of not less than ninety (90) days; or

(ii) where the Affected Party is:

- (a) the Generator, a reasonable operator operating an equivalent type of generating station to the Generating Station;
- (b) EDF Energy, a reasonable offtaker with obligations equivalent to those under this Agreement,

would, acting in good faith and in accordance with Prudent Operating Practice, consider that there is a reasonably likelihood of it being prevented from performing any of its obligations under this Agreement for a period of not less than ninety (90) days;

"Extended Force Majeure Trigger Date" means the date which is ninety (90) days after the date on which a Force Majeure Event which is or becomes an Extended Force Majeure Event first occurs;

"FIT" means the scheme for feed-in tariffs introduced in accordance with sections 41 to 43 of the Energy Act 2008, and as further set out in the FIT Order and Standard Condition 33 of the electricity supply licence granted by the Authority;

"FIT Generator" shall have the meaning as set out in the FIT Order;

"FIT Licensee" shall have such meaning as set out in the FIT Order;

"FIT Opt-In Notification" means a notice in writing from a FIT Generator to its FIT Licensee, in which the FIT Generator has elected to receive payments for exported electricity pursuant to the applicable FIT Statement of Terms;

"FIT Opt-Out Notification" means a notice in writing from a FIT Generator to its FIT Licensee, in which the FIT Generator has elected not to receive payments for exported electricity pursuant to the applicable FIT Statement of Terms;

"FIT Order" means the Feed-in Tariffs Order 2012;

"FIT Statement of Terms" means the terms and conditions which a FIT Generator has entered into with its FIT Licensee regarding their participation in FIT;

"Fixed Billing Period" means any Billing Period for which EDF Energy has provided a Price Fix Confirmation following the proper and full completion of the Choice Price Fix Process by the Generator;

"Fixed Price" means, for the relevant Settlement Period, the applicable Fixed Price for such Meter Point and Settlement Period as stated in p/kWh in the Contract Information Pack;

"Fixed ROC Price" means £ per Relevant ROC for the relevant period as indicated in the Contract Information Pack;

"Force Majeure Event" means any circumstances beyond the Affected Party's reasonable control, which could not have been prevented by Prudent Operating Practice and which results in a failure by it to perform any of its obligations under this Agreement;

"Generating Station" means a generating station as set out in the Site List in the Contract Information Pack;

"Generating Station Load" means all electricity consumed on site by auxiliary and ancillary equipment associated with each Generating Station, including in relation to ROCs only, all input energy as defined in Article 9(4)(c) of the Renewables Obligation Order;

"Generator's Representative" means the representative nominated by the Generator;

"Grid Code" means a code drawn up by a person holding a transmission licence pursuant to the Act, and approved by the Authority, governing connections to and the operation and use of an electricity transmission system, and the operation of electric lines and plant connected to the transmission system or distribution system;

"Group Company" means a company or corporation which is:

- (i) the ultimate Holding Company of a person; or
- (ii) a Subsidiary of a person; or
- (iii) a Subsidiary of the ultimate Holding Company of a person; or
- (iv) any Associate of a person.

For the purposes of this definition the terms **"Holding Company"** and **"Subsidiary"** shall have the meanings assigned to them by Section 1159 of the Companies Act 2006 and **"Associate"** shall have the meaning assigned to it by Section 416 of the Income and Corporation Taxes Act 1988;

"Indebtedness" means any obligation whatsoever in respect of borrowed money;

"Indexed Billing Period" means any Billing Period that is not a Fixed Billing Period;

"Industry Participant" means EDF Energy Limited and any other person holding a licence granted under section 6 of the Act and whose business includes the performance of the activity to which such licence relates;

"Industry Rules" means the Act, the Renewables Obligation Order, the Finance Act 2000, the BSC, the Grid Code, the Distribution Connection and Use of System Agreement, the Master Registration Agreement, the CUSC and any Connection Agreement, the Distribution Code, the Greenhouse Gas Protocol as set out by the World Resources Institute, a

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Licence or exemption (as applicable) and any other legislation, agreement, protocol, industry guidance, licence or code, each as relevant to the sale or purchase of electricity or its trading on the wholesale energy markets and associated benefits or which affects the ability of the Generator or EDF Energy to perform their obligations under the Agreement;

“Insolvency Event” means the occurrence of:

- (i) a Party being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
- (ii) a resolution or order is passed for a Party’s winding-up, dissolution, administration or reorganisation;
- (iii) a declaration of a moratorium in relation to a Party’s indebtedness;
- (iv) any arrangement or any proposal for any arrangement with any of a Party’s creditors; or
- (v) the appointment of a liquidator, receiver or administrator or other similar officer in respect of a Party’s assets;

“Invoice” means the invoice issued by the Creditor Party or EDF Energy (as applicable in accordance with Condition 3, of this Agreement) setting out the net amount owed by the Debtor Party for the relevant period;

“kW” means a kilowatt of electricity;

“kWh” means a kilowatt-hour of electricity;

“Licence” means any licence granted to the Generator or EDF Energy under Section 6 of the Act;

“Liquidated Damages” means the amounts payable by the Generator to EDF Energy pursuant to Condition 11.3 and/or 11.4 as applicable;

“Liquidated Damages Threshold” means the amount set out as such in the Contract Information Pack;

“Local Connection Agreement” means the agreement(s) between the Local Distribution Company and the Generator for the connection(s) of each Generating Station to the Distribution System, as amended from time to time;

“Local Distribution Company” means the company licensed by the Secretary of State under Section 6 (1) (c) of the Act for the area in which the relevant Generating Station is located;

“Management Fee” is the charge per MWh for the relevant Meter Point as indicated in the Contract Information Pack;

“Master Registration Agreement” means the agreement of that title dated 1st June 1998;

“Material Availability Change” means any event or occurrence on or following the Effective Date which results in a change to the Available Generation Capacity in a Settlement Period compared to the Available Generation Capacity last notified to EDF Energy in accordance with the terms of this Agreement for that period, that is equal to or greater than 1MW and that lasts for 30 minutes or more;

“Meter Operator Agreement” means, in respect of the Generating Station, an agreement between a Party and an Authorised Meter Operator for the provision of meter operator services;

“Meter Point” means the metering or metering configuration, identified by the MPANs listed on the Site List in the Contract Information Pack that measures the net electrical output of a Generating Station after deducting any Generating Station Load;

“Metered Output” or **“MO”** is the measured net electrical output in kWh for a Generating Station or all Generating Stations (where applicable) named on the Site List page(s) of the Contract Information

Pack, measured at the relevant Meter Point using half-hourly electricity metering;

“Metered Output Forecast” means the forecast prepared by either EDF Energy or the Generator of the Relevant Metered Output and of the proposed maintenance, repair, replacement, inspection and outage programme for each Generating Station for each Settlement Period during the Term;

“Metering Equipment” means Meters, infrastructure and measurement transformers (voltage, current or combination units) or other equipment necessary for transmission of data to the Data Aggregator and any other measuring or communications equipment and apparatus at a Meter Point;

“MPAS” means the meter point administration service;

“MW” means megawatt of electricity (1,000 kW);

“MWh” means megawatt hour of electricity (1,000 kWh);

“National Connection Agreement” means an agreement between the Generator and the relevant transmission system owner(s) for the provision and maintenance of the connection(s) of each relevant Generating Station to the high voltage national transmission system;

“NGC” or **“National Grid”** means the National Grid Company plc, its affiliates, successors or assignees;

“Non-Affected Party” has the meaning given in Condition 10.1;

“Non-Defaulting Party” has the meaning given in Condition 8.1;

“Obligation Period” has the meaning given in article 2 of the Renewables Obligation Order;

“Payment Terms” means the number of Business Days required for the payment of Invoices as stated in the Contract Information Pack;

“Percentage Share” means the Generator’s percentage share of either the System Sell Price or the Energy Price Index, for the Relevant Meter Point as indicated in the Contract Information Pack;

“Person” includes any person, firm, company, corporation, government, state or agency of a state, or any association, trust or partnership (whether or not having separate legal personality);

“Post Commissioning Period” means, in respect of a Generating Station, the period commencing on the first day of the calendar month following the Commissioning Period and terminating on the expiry or earlier termination of the Agreement;

“Price Fix Confirmation” means the written confirmation issued by EDF Energy to the Generator to confirm the Fixed Price that will apply during a particular Fixed Billing Period for the proper completion of the Choice Price Fix Process by the Generator;

“Price Guide” means the document setting out how the Product Price will be calculated, available at [this weblink](#);

“Processing Fee” means the Processing Fee for the relevant Relevant ROCs for the relevant period, as indicated in the Contract Information Pack;

“Product Price” means the amount payable by EDF Energy to the Generator for the Products, calculated in accordance with the Price Guide. Where a price or calculation for a particular Product is not specified in the Price Guide, EDF Energy’s payment of the price for Relevant Metered Output is made in consideration of the Generator transferring that Product and the Relevant Metered Output to EDF Energy;

“Products” means the products listed in the Contract Information Pack;

“Proposed Commercial Operations Date” means the date set out as such in the Contract Information Pack;

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“**Prudent Operating Practice**” means the exercise of skill, diligence, prudence and foresight reasonably and ordinarily expected from a skilled and experienced owner/operator in the same type of activity under the same or equivalent circumstances;

“**Published Price**” means, for the relevant Settlement Period, the System Sell Price or the Energy Price Index (converted to p/kWh) as indicated in the Contract Information Pack;

“**RCRC**” means the Residual Cashflow Reallocation Cashflow (as defined in the BSC) embedded benefit arising by virtue of the Generator selling Relevant Metered Output to EDF Energy pursuant to the Supplier Volume Allocation Rules;

“**Reactive Power**” means 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;

“**Reactive Power Charge**” means the applicable rate charged for Reactive Power as published by the Local Distribution Company from time to time;

“**Reference Market Makers**” means leading traders in the United Kingdom electricity market selected by EDF Energy and which are independent of the Parties;

“**REGO**” means a renewable energy guarantee of origin certificate, as contemplated by the REGO Regulations;

“**REGO Payment Frequency**” is as stated in the Contract Information Pack;

“**REGO Price**” means £ per Relevant REGO per relevant period as indicated in the Contract Information Pack;

“**Regulations**” means the Electricity Safety, Quality and Continuity Regulations 2002 or any amendment or re-enactment of such regulations or any other regulations made under section 29 of the Act;

“**Relevant Embedded Benefits**” means, if listed in the Contract Information Pack and applicable to this Agreement, all benefits arising from the Generator selling Export to EDF Energy pursuant to the Supplier Volume Allocation Rules;

“**Relevant Metered Output**” has the meaning set out in the Contract Information Pack;

“**Relevant REGOs**” means all REGOs accredited to each Generating Station relating to the Relevant Metered Output of the Generating Station;

“**REMA**” means the Review of Electricity Market Arrangements programme undertaken by the UK government pursuant to the British Energy Security Strategy published in April 2022;

“**Renewal Benefits Terms**” if Relevant REGOs are listed as a Product in the Contract Information Pack, these are the Renewable Certificate Terms – REGOs; if Relevant ROCs are listed as a Product in the Contract Information Pack, these are the Renewable Certificate Terms – ROCs; and if both are listed as a Product in the Contract Information Pack, both of these sets of terms and conditions;

“**Replacement Cost**” means, in respect of any Product, the aggregate of:

(i) the purchase price of an equivalent volume of the relevant Product on the relevant day being either:

- (a) if EDF Energy elects to purchase the replacement Product on such day, the actual documented amount incurred by it; or
- (b) if EDF Energy does not so elect, an amount equal to the relevant volume of replacement Product multiplied by the average market price for obtaining such replacement Product

on that day, as determined by EDF Energy in good faith by reference to the Reference Market Makers; and

(ii) all reasonable documented costs and expenses incurred by EDF Energy in obtaining the replacement Products and/or the market price information, including out of pocket expenses, legal fees and other external costs;

“**ROC Payment Frequency**” is as stated in the Contract Information Pack;

“**ROC Percentage Share**” means the Generator’s percentage share of the Buy-Out Price or the Buy-Out Fund Amount for the Relevant ROCs for the relevant period as indicated in the Contract Information Pack;

“**SCADA System**” means a Supervisory Control and Data Acquisition System that monitors and is able to be communicated to third parties Metered Output from the Generating Station;

“**Settlement Hour**” means a period of 60 minutes, commencing at the beginning of an hour;

“**Settlement Period**” means a period of 30 minutes, commencing at the beginning of an hour or 30 minutes after the beginning of an hour;

“**Statement of the Use of System Charging Methodology**” means the charging methodology produced by NGC from time to time in accordance with the Transmission Licence;

“**Supplier Volume Allocation**” has the meaning given in the BSC;

“**Supplier Volume Allocation Rules**” means the rules contained in Annex S-2 of the BSC (including any “BSC Procedures Party Service Lines” referred to in that Annex);

“**Supply Licence**” means the licence granted to EDF Energy under section 6.1(d) of the Act;

“**System Demand Peak**” is the average of the total demand measured at NGC grid supply points over three half hours (the half hour Settlement Period of system peak demand and the two half-hour Settlement Periods of next highest demand) which are separated from the Settlement Period of system peak demand and from each other by at least 10 clear days, at any time during the four months of November to February inclusive;

“**System Sell Price**” has the meaning ascribed to it in the BSC;

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them);

“**Term**” means the period commencing on the Effective Date and continuing until the Expiry Date or earlier termination of this Agreement;

“**Termination Date**” means the date on which this Agreement is terminated;

“**Termination Payment**” means as defined in Condition 8.2;

“**Transmission Licence**” means the licence granted to EDF Energy under section 6.1(b) of the Act;

“**Triad Percentage Share**” means the Generator’s percentage share of the applicable triad avoidance benefit, as stated in the Contract Information Pack;

“**Triad Settlement Periods**” means the three Settlement Periods of highest transmission system demand forming the System Demand Peak; and

“**VAT**” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar fiscal nature.

These definitions apply to the Renewable Certificate Terms – REGOs:

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“**REGO**” means a renewable energy guarantee of origin certificate, as contemplated by the REGO Regulations;

“**REGO Account**” means an account at the Authority in which REGOs are held;

“**REGO Accreditation**” means accreditation by the Authority in respect of the data required under Schedule 1 of the REGO Regulations;

“**REGO Long Stop Date**” means, in respect of Relevant REGOs that relate to Relevant Metered Output generated in a Contract Year, 1st June occurring immediately after the end of that Contract Year or, if the Authority changes the latest date by which, under the Electricity (Fuel Mix Disclosure) Regulations 2005, suppliers need to be in possession of REGOs, the date which is one month before the date the Authority specifies as the latest date by which, pursuant to the Electricity (Fuel Mix Disclosure) Regulations 2005, suppliers need to be in possession of REGOs;

“**REGO Regulations**” means The Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003;

“**REGO Transfer**” means the transfer of legal title to a Relevant REGO in accordance with Conditions 3 of the Renewable Certificate Terms - REGOs;

“**REGO Transfer Date**” means, in respect of a Relevant REGO, the date of its REGO Transfer;

“**REGO Transfer Request**” means a request made by the Generator to the Authority (in the form prescribed by the Authority from time to time) for EDF Energy to be substituted as the holder of the Relevant REGO;

“**REGO Register**” means the register in respect of REGOs established and maintained by the Authority, in line with the procedural guidelines issued and updated by the Authority;

“**REGO Revocation**” has the meaning ascribed to it under Condition 4.1 of the Renewable Certificate Terms - REGOs;

“**REGO Revocation Notice**” has the meaning ascribed to it under Condition 4.1 of the Renewable Certificate Terms - REGOs;

“**REGO Transfer Period**” means the time period specified by the Authority (from time to time), during which EDF Energy can accept or reject a REGO Transfer Request failing which the transfer request is deleted from EDF Energy’s REGO Account.

“**Relevant REGOs**” means all REGOs accredited to each Generating Station relating to the Relevant Metered Output of the Generating Station;

“**Replacement REGO**” has the meaning given to it under Condition 4.2.2 of the Renewable Certificate Terms - REGOs;

These definitions apply to the Renewable Certificate Terms – ROCs:

“**Authority Timetable**” means the Renewables Obligation Certificate (ROC) Schedule issued by the Authority;

“**Bioliqid Generation ROCs**” means ROCs issued to a Generating Station which, during the month to which the ROCs relate, has been fuelled partly by fossil fuel and partly by biomass, in each such case as defined in the Renewables Obligation Order;

“**Buy-Out Fund**” has the meaning given to that term by article 66(1) of the Renewables Obligation Order;

“**Buy-Out Price**” means the **buy-out price** defined in article 11 of the

Renewables Obligation Order and as escalated annually for each Obligation Period on 1 April each year;

“**Obligation Period Volume**” means, for any Obligation Period or part thereof falling within the Term, the Relevant ROCs which the Generator is obliged to sell to EDF Energy in respect of such period, under this Agreement. If ROCs are required to be sold by reference to an annual volume, each such year shall commence and end on the dates the relevant Obligation Period commences and ends;

“**Relevant ROCs**” means all ROCs accredited to each Generating Station;

“**Renewables Obligation**” means the obligation, introduced by the Renewables Obligation Order, on licensed electricity suppliers in the United Kingdom to ensure a growing proportion of their electricity sales are from eligible renewable sources of electricity;

“**Renewables Obligation Order**” means the Renewables Obligation Order 2015, the Renewables Obligation (Scotland) Order 2009 the Renewables Obligation Order (Northern Ireland) 2009, as amended from time to time;

“**Replacement ROC**” has the meaning given in Condition 5.2.2 of the Renewable Certificate Terms – ROCs;

“**Renewable Obligation Certificate**” or “**ROC**” means a renewable obligation certificate issued by the Authority to the Generator as evidence that electricity has been generated by a qualifying accredited renewable generator for the purposes of the Renewable Obligation;

“**ROC Account**” means an account at the Authority in which ROCs are held;

“**ROC Delivery Date**” means, as applicable:

- (i) where the ROC Payment Frequency stated on the Contract Information Pack is Annual, 1st August;
- (ii) where the ROC Payment Frequency stated on the Contract Information Pack is Semi-annual:
 - a. for ROCs generated in April, May, June, July, August and September and delivered by 31st December of the relevant Contract Year, 31st December;
 - b. for ROCs generated in October, November, December, January, February and March and delivered by 30th June immediately following the relevant Contract Year, 30th June;
- (iii) where the ROC Payment Frequency stated on the Contract Information Pack is Quarterly:
 - a. for ROCs generated in April, May and June and delivered by 30th September of the relevant Contract Year, 30th September;
 - b. for ROCs generated in July, August and September and delivered by 31st December of the relevant Contract Year, 31st December;
 - c. for ROCs generated in October, November and December and delivered by 31st March of the relevant Contract Year, 31st March; and
 - d. for ROCs generated in January, February and March and delivered by 30th June immediately following the relevant Contract Year, 30th June;

“**ROC Long Stop Date**” means for each ROC Transfer in respect of any Relevant ROC that relates to Relevant Metered Output generated in an Obligation Period, the 1st August next following the expiry of that

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Obligation Period or, where the Authority changes the specified day under the Renewables Obligation Order by which suppliers must produce evidence of their ROCs, then the date which is one Month prior to the day the Authority specifies as the specified day under the Renewables Obligation Order by which suppliers must produce evidence of their ROCs;

"ROC Register" means the register in respect of ROCs established and maintained by the Authority, in line with the procedural guidelines issued and updated by the Authority;

"ROC Revocation" has the meaning ascribed to it under Condition 5.1 of the Renewable Certificate Terms – ROCs;

"ROC Revocation Notice" the meaning ascribed to it under Condition 5.1 of the Renewable Certificate Terms – ROCs;

"ROC Transfer" means the transfer of legal title to a Relevant ROC in accordance with Condition 4 of the Renewable Certificate Terms – ROCs;

"ROC Transfer Date" means, in respect of a Relevant ROC, the date of its ROC Transfer;

"ROC Transfer Request" means a written request made by the Generator to the Authority (in the form prescribed by the Authority) for EDF Energy to be substituted as the holder of a Relevant ROC;

"ROC Transfer Request Date" means the date on which a ROC Transfer Request is made by the Generator to the Authority;

"ROC Transfer Period" means the time period specified by the Authority, during which EDF Energy can accept or reject the ROC Transfer Request failing which the transfer request is deleted from EDF Energy's ROC Account;

"Total Delivered ROCs" means the total number of Relevant ROCs delivered to EDF Energy by way of completed ROC Transfers for the relevant Obligation Period.