SEC SCHEDULE 2 – ACCESSION AGREEMENT

Dated: 2[XXX]

[New Party]

and

Smart Energy Code Company Limited

Smart Energy Code Accession Agreement

THIS ACCESSION AGREEMENT is made on 2[XXX]

BETWEEN:

(1) **[TBC]** a company incorporated in [*Jurisdiction*] (registered number [TBC]) whose registered office is at [TBC] (the "**New Party**"); and

(2) **Smart Energy Code Company Limited** a company incorporated in England and Wales with company number 08430267 ("**SECCo**").

WHEREAS

A) The New Party is either obliged by its Energy Licence to become a party to the Smart Energy Code, or wishes to become a party to the Smart Energy Code in order to receive Services from the DCC.

B) SECCo is authorised by the Parties to the Smart Energy Code to accept the accession to the Smart Energy Code of the New Party.

NOW IT IS HEREBY AGREED as follows:

1 <u>Interpretation</u>

1.1 In this Accession Agreement, including the recitals hereto, "**Smart Energy Code**" means the code of that name designated by the Secretary of State pursuant to the smart meter communication licences granted pursuant to the Electricity Act 1989 and the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.

1.2 Subject to clause 1.1 above, the words and expressions used in this Accession Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in Section A (Definitions and Interpretation) of the Smart Energy Code, as if those definitions and provisions regarding interpretation were set out in this Accession Agreement and as if the references therein to "this Code" were to "this Accession Agreement".

2 <u>Compliance with the Smart Energy Code</u>

2.1 With effect from the date hereof, the New Party hereby undertakes, for the benefit

of SECCo and each other Party from time to time, to comply with the Smart Energy Code in accordance with, and subject to, its terms and conditions.

3 Identity of the Parties

3.1 The New Party acknowledges that the Original Parties became bound by the Smart Energy Code pursuant to the Framework Agreement, and that each such Original Party is a Party for the purposes of clause 2 above (and otherwise).

3.2 The New Party acknowledges that it has agreed a mechanism (set out in Section B (Accession) of the Smart Energy Code) by which New Parties other than itself may have (or may in the future) become bound by the Smart Energy Code, each of whom is (or will then become) a Party for the purposes of clause 2 above (and otherwise).

3.3 The New Party acknowledges that it has agreed a mechanism (set out in Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code) by which it may cease to be bound by the Smart Energy Code, from which time it will (subject to Section M8 of the Smart Energy Code) cease to be obliged to comply with the Smart Energy Code.

3.4 The New Party acknowledges that it has agreed a mechanism (set out in Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code) by which other Parties may cease to be bound by the Smart Energy Code, from which time such other Parties will (subject to Section M8 of the Smart Energy Code) cease to be a Party for the purposes of clause 2 above (and otherwise).

4 Party Details

4.1 The New Party's Party Details shall (as at the date hereof, and subject to future amendment in accordance with Section M6 (Party Details) of the Smart Energy Code) be those details set out as such in the Schedule.

5 Third Party Rights

5.1 Without prejudice to any provisions of the Smart Energy Code permitting enforcement of the Smart Energy Code by third parties, neither the New Party nor

SECCo intends that any of the terms or conditions of this Accession Agreement will be enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

6 Execution

6.1 This Accession Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6.2 Where the Code Administrator has provided unexecuted counterparts of this Accession Agreement to the New Party, the New Party should sign (but not date) both counterparts of this Accession Agreement, and return them to the Code Administrator. In doing so, the New Party will be deemed to have authorised SECCo (by its signature of the counterparts) to complete the agreement and to date the counterparts with the date of such completion.

7 Governing Law and Jurisdiction

7.1 This Accession Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws specified in Section M11 (Miscellaneous) of the Smart Energy Code from time to time for the purpose of disputes or claims arising out of or in connection with the Smart Energy Code.

7.2 In relation to any dispute or claim arising out of or in connection with this Accession Agreement (including in respect of non-contractual claims), each of the New Party and SECCo irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in Section M7 (Dispute Resolution) of the Smart Energy Code from time to time for the purpose of disputes or claims of that nature.

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

Executed and delivered as a deed by …… Print full name of New Party acting by two directors or a director and the company secretary	…… *Print name of person signing* *Signature* ……. …… *Print name of person signing* *Signature* …….
Executed and delivered as a deed by Smart Energy Code Company Limited acting by two directors or a director and the company secretary	…… *Print name of person signing* *Signature* ……. …… *Print name of person signing* *Signature* …….

Schedule to the Accession Agreement – Party Details

[To include the information referred to in paragraphs 6 to 15 (inclusive) of Schedule 5 (Accession Information).]