SUBJECT TO CONTRACT

FRAMEWORK CONTRACT FOR THE PROVISION OF NON-CODE USER PAYS SERVICES

PART A

This Framework Contract is made the   day of   20[   ]2008

BETWEEN:

(1)   **XOSERVE LIMITED** (company number: 05046877) whose registered office is at 1/3 Strand, London, WC2N 5EH ("xoserve"); and

(2)   **THE CUSTOMER** (as detailed in Annex 1 Part 1 to this Framework Contract).

BACKGROUND

a.   xoserve provides various services to companies for the provision of data held on its systems, including those services referred to as "User Pays" services in respect of which a customer pays for those services which they use from time to time.

b.   The Customer wishes to purchase the Services (as defined below) from xoserve from time to time and agrees to do so subject to the terms of this Framework Contract.

IT IS AGREED as follows:

1.   **DEFINITIONS**

1.1   In this Framework Contract, the following words have the following meanings:

"Conditions"	means xoserve's standard conditions for the provision of the Services in force from time to time, the current version of which is attached at Annex 2 to this Framework Contract; and
"Contract Manager"	means the person appointed by the Customer in accordance with clause 2.4 below as its point of contact in respect of all matters relating to this Framework Contract and the performance of the Services; and
"Services"	means the services to be provided by xoserve from time to time as part of its "User Pays" scheme, as set out in the schedules to the Conditions.

2.   **THE SERVICES**

2.1   The parties agree that this Framework Contract shall have effect as from the later of:

      2.1.1   1 April 2008; and

      2.1.2   the approval and implementation of the Agency Charging Statement (as defined in the Conditions).

2.2   2.1 If the Customer requires xoserve to provide any Services, it will issue a request for such services to xoserve in accordance with the Conditions.

2.3   2.2 The Customer agrees that any request for the provision of the Services issued by any of its employees or other representatives will be deemed to have been authorised by the Customer and will be binding upon it. xoserve shall have no responsibility to verify that the person placing the request for Services is authorised to do so.The Customer agrees that:

> 2.3.1   those of its employees and representatives listed in Part 2 of Annex 1 to this Framework Contract are authorised to issue Service Requests (as defined in the Conditions) on behalf of the Customer and any such Service Requests shall be binding on the Customer. Such list of authorised employees and representatives may be amended from time to time by the Contract Manager giving to xoserve notice in writing of the revised details by submitting an amended version of Annex 1 to xoserve in accordance with the notice provisions set out in clause 12.7 of the Conditions;

> 2.3.2   subject to clause 2.3.3 below, provided that a Service Request is on the face of it being made by an authorised person, xoserve may treat that Service Request as duly authorised by and binding upon the Customer and is not obliged to carry out any further enquiries as to the identity and authority of the person issuing that request;

> 2.3.3   xoserve cannot, and shall not be required to, check whether any Service Requests for the provision of the AQ Enquiry Service (as set out in Schedule 2 to the Conditions) are being issued by authorised individuals due to the fact that all such Service Requests will be submitted electronically directly to the UK Link System (as such term is defined in the Conditions); and

> 2.3.4   any telephone requests made as part of the Services by employees or representatives of the Customer need not be made by the authorised persons listed in Part 2 of Annex 1, including but not limited to any requests for the provision of information by telephone as part of the User Telephone Enquiry Service (Schedule 7 of the Conditions) and requests to the telephone helpline as part of the IAD Service (Schedule 4 of the Conditions).

2.4   The Customer shall appoint a Contract Manager who shall be the Customer's point of contact (as per clause 3.1 below) in respect of all matters arising in relation to this Framework Contract and the provision of the Services. The identity and contact details of the initial Contract Manager are set out in Annex 1 to this Framework Contract. The Customer may at any time alter the identity and contact details of the Contract Manager by giving notice in writing of the new details by submitting an amended version of Annex 1 to xoserve in accordance with the notice provisions set out in clause 12.7 of the Conditions.

2.5   2.3 Where xoserve agrees to provide the Services to the Customer, all Services will be performed in accordance with and governed by the Conditions.

2.6   2.4 The parties agree that there is no obligation on the Customer to issue any requests for the provision of the Services, nor any obligation on the part of xoserve to accept such requests.

3.   **NOTICES AND INVOICING**

3.1   The Customer agrees that its point of contact for any matters relating to the performance of the Services (including but not limited to the service of any notice) shall be as set out in Annex 1 to thisits Contract Manager.

3.2   All invoices to be issued by xoserve in respect of the Services shall be sent to the address for invoicing specified in Annex 1 to this Framework Contract.

3.3 ~~The Customer may at any time alter the contact details set out in Annex 1 by giving notice in writing of the new details~~ to xoserve in accordance with the notice provisions set out in clause 12 of the Conditions.

IN WITNESS OF THE ABOVE the parties enter into this <u>Framework </u>Contract on the date written above.

………………………………….

Signed for and on behalf of

XOSERVE LIMITED

Name:

Position:

~~Date:~~

………………………………….

Signed for and on behalf of

~~[insert customer name]~~

Name:

Position:

~~Date:~~

Annex 1

Part 1 Details

The Customer	*[insert registered company name and number of proposed customer]*
Notice details	Contract Manager Name and Title: Address: Fax Number: Email Address: Contact Person:
Invoicing Details	*[insert details of invoice address]*

Part 2- Authorised Persons for the Issue of Service Requests

Name	Services	Submitting Email Address

Name	Services	Submitting Email Address

Annex 2

Conditions

XOSERVE LIMITED

CONDITIONS FOR THE PROVISION OF NON- CODE USER PAYS SERVICES

(REFERENCE NUMBER XNCUP01)

1.   **DEFINITIONS**

1.1   In these conditions for the provision of services ("Conditions"), the following words have the following meanings:

"Agency Charging Statement"	means the statement of Charges published on ~~xoserve's website at www.xoserve.com~~the Website on behalf of the Transporters in accordance with Special Standard Condition A15 of the Transporter's Licence, as the same may be ~~amended~~modified from time to time in accordance with the provisions of such Licence Condition;
"Agency Services Agreement"	means the 'Agreement for the Provision of Information, Data Processing, Invoicing and Supply Point Administration Services in relation to the Transmission and Distribution of Gas in Great Britain' dated 1 May 2005 and made between xoserve and each of the Transporters, as the same may be amended from time to time;
"Business Day"	means 9am to 5pm on a day (other than Saturday or Sunday) on which the clearing banks are open in London for the transaction of general business;
"Charges"	means the charges payable by the Customer for the Services determined pursuant to the provisions of the Agency Charging Statement;
"Confidential Information"	means any and all confidential and commercially sensitive information acquired by either party about the other party's business and/or given by one party to the other party and/or generated by either party from the other party's Confidential Information;
"Contract"	means the contract between the Customer and xoserve incorporating ~~these Conditions pursuant to which the Customer may submit Service Requests for the provision of the Services. "Contract" will also include~~the Framework Contract, any and all Service Requests submitted by the Customer and accepted by xoserve under the terms of the Framework Contract from time to time and any and all Service Request Acceptances;

"Contract Manager"	means the person appointed by the Customer from time to time as its point of contact in respect of the Contract, as identified in Annex 1 to the Framework Contract;
"Customer"	means the person named as such in the Contract;
"DPA"	means the Data Protection Act 1998;
"Force Majeure Event"	means an event beyond the reasonable control of a party which has a material effect on its ability to perform its obligations (other than as to payment) under the Contract, including without limitation war, riot, invasion, act of foreign enemies, hostilities, acts of terrorism or sabotage, civil war, rebellion, revolution, earthquake, fire, flood, explosion, epidemic, other natural physical disaster or severe weather, strikes, lockouts, blockades, embargos, industrial disputes, any change in law or the cancellation of any consent, approval or licence;
"Framework Contract"	means the framework contract between the Customer and xoserve incorporating these Conditions pursuant to which the Customer may submit Service Requests for the provision of the Services;
"Group"	means any company which at the relevant time is a subsidiary or holding company of the Customer or any subsidiary of any such holding company and "subsidiary" and "holding company" shall have the meaning given to them in the Companies Act 1985 section 736;
"Intellectual Property Rights"	means patents, trade marks, service marks, trade names, copyright (including rights in computer software and in websites), rights in databases, rights in designs, know-how, and all and any other intellectual property whether registered or unregistered and including all applications (and rights to apply) for, and renewals, extensions or revivals of such rights and all similar or equivalent rights or forms of protection which subsist now or in the future anywhere in the world;
"planned UK Link downtime"	has the meaning given to it in the Uniform Network Code;
"Registered User"	has the meaning given to it in the Uniform Network Code;
"Service Request"	means an order for Services placed by the Customer with xoserve under the terms of the Contract;

"Service Request Acceptance"	means an acceptance by xoserve to the provision of those Services requested by the Customer in a Service Request;
"Services"	means the services which may be provided by xoserve to the Customer as further detailed in the Service Schedules;
"Service Schedules"	means schedules 2 to 7 of these Conditions (as such schedules may be amended from time to time) which set out the scope of the Services;
"Transporter"	has the meaning given to it in the Uniform Network Code;
"Transporter Agency"	has the meaning given to it in the Uniform Network Code;
"Transporter's Licence"	has the meaning given to it in the Uniform Network Code;
"UK Link Committee"	has the meaning given to it in the Uniform Network Code;
"UK Link System"	has the meaning given to it in the Uniform Network Code;
"Uniform Network Code"	means the document so titled and prepared by the Transporters pursuant to Standard Special Condition A11(6) of their Transporter's Licences and as modified from time to time;
""User caused UK Link downtime""	means any downtime of the UK Link System caused or contributed to by any act or omission of one or more Users (as such terms arethe term "User" is defined in the Uniform Network Code);
"Website"	means xoserve's website at www.xoserve.com;
"xoserve"	means xoserve Limited (company number: 5046877) whose registered office is at 1-3 Strand, London, WC2N 5EH; and
"Year"	means the period from 1 April to 31 March.

1.2 In these Conditions:

1.2.1 words denoting a gender shall include all genders;

1.2.2 words denoting the singular shall include the plural;

1.2.3 references to persons and undertakings shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, partnerships and other unincorporated bodies;

1.2.4 references to any statutes or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same; and

1.2.5 references to clauses and schedules are to clauses of and schedules to these Conditions.

1.3 To the extent that any of the provisions within the main body of these Conditions conflict with any provisions in ~~the main body~~Part A of the Framework Contract, the schedules to these Conditions~~, in a Service Request~~ and/or in a~~a~~n accepted Service Request ~~Acceptance~~ then (save as otherwise provided in these Conditions) the various parts to the Contract shall prevail and take priority in the following order:

1.3.1 any provisions within ~~the main body~~Part A of the Framework Contract;

1.3.2 the provisions within ~~the main body of~~Annex 1 of the Framework Contract and these Conditions except for the schedules hereto;

1.3.3 the provisions contained within the schedules to these Conditions; and

1.3.4 the provisions contained within any accepted Service Request ~~Acceptance; and~~.

~~1.3.5 the provisions contained within any Service Request.~~

2. **ORDERING THE SERVICES**

2.1 If the Customer requires any of the Services, it will submit a Service Request to xoserve in accordance with the provisions of the relevant Service Schedule setting out details of the Services which it requires.

2.2 No Service Request submitted by the Customer is binding upon xoserve until xoserve issues to the Customer an acceptance of the Service Request by means of a Service Request Acceptance. ~~If xoserve does not issue a Service Request Acceptance but commences the performance of any of the Services requested under a Service Request then xoserve will be deemed to have accepted the relevant Service Request and issued a Service Request Acceptance in accordance with these Conditions at the time of commencement of the performance of such Services.~~

2.3 These Conditions supersede and replace all other terms and conditions previously notified to the Customer in connection with the provision of the Services in respect of the period prior to the date on which the Framework Contract became effective.

2.4 Except as otherwise provided in these Conditions, all other terms, conditions and/or warranties are excluded from the Contract unless expressly accepted in writing by xoserve.

~~2.5 If any statement or representation has been made by xoserve or its officers, employees or agents upon which the Customer wishes to rely it shall only be entitled to do so if the statement or representation is attached to or endorsed on the Customer's Service Request and then only if xoserve subsequently confirms in writing to the Customer that the Customer is entitled to rely on such statement or representation.~~

2.5 ~~2.6~~ In submitting a Service Request, the Customer warrants that it is entitled to request and receive the provision of the relevant Services by xoserve. If at any time during the performance of the Services the Customer ceases to be so entitled, the Customer shall promptly inform xoserve in writing and xoserve may then:

2.5.1 ~~2.6.1~~ terminate the relevant Service Request; and/or

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2.5.2   2.6.2 (where the Customer is no longer entitled to request any of the Services from xoserve) terminate the Contract

with immediate effect and the consequences of termination as set out in Clause 10 shall apply.

3.   **AMENDMENTS TO THESE CONDITIONS**

3.1   If xoserve wishes to alter any of these Conditions (including but not limited to the terms of any Service Schedule), it shall:

   3.1.1   provide the Customer with notice in writing in accordance with the provisions of clause 12.7 of its intention to make changes to these Conditions;

   3.1.2   publish the amended Conditions on the Website to enable the various users of the Services to pass comment on the proposed changes. xoserve agrees that this period for the provision of comments shall not be less than 10 Business Days from the date on which the amended Conditions are first published on the Website. The Customer acknowledges that xoserve shall have no obligation to incorporate any comments of the Customer into the revised Conditions; and

   3.1.3   following the end of such period for comments, publish on the Website a final version of the revised Conditions (which for the avoidance of doubt shall not be open for further comment), stating the date on which the revised Conditions shall take effect. xoserve agrees that any amended Conditions shall not take effect until at least 35 days after the publication of the final version of the revised Conditions on the Website.

3.2   3.1 If xoserve wishes to alter any of these Conditions (including but not limited to the terms of any Service Schedule), it shall provide the Customer with notice in writing in accordance with the provisions of clause 12.7 of the proposed changes at least 35 days before such changes are due to take effect. Any suchAny changes to the Conditions will apply to both existing Service Requests and any placed by the Customer with xoserve after the date the changes come into effect. However, the amendments to the Conditions will not affect any rights and/or liabilities of either party which may have accrued up to and including the date on which the amended Conditions take effect.

3.3   3.2 If the Customer does not wish to accept the changes to these Conditions, it may terminate any or all of the existing Service Requests or terminate the Contract in accordance with the provisions of clause 10.1.

3.4   3.3 xoserve may from time to time add additional Service Schedules to these Conditions by publishing the same on its website at www.xoserve.com. The addition of suchthe Website. In the event of an additional Service Schedule the Agency Charging Statement may require modification accordingly. Any such modification shall be made in accordance with the provisions of Special Standard Condition A15 of the Transporter's Licence. The addition of Service Schedules shall not amount to an alteration or change of these Conditions or of the Service Schedules for the purposes of this clause 3.1.3.

4.   **PERFORMANCE OF THE SERVICES**

4.1   xoserve shall use its reasonable endeavours to perform the Services by the times and in accordance with the provisions of the relevant Service Schedule(s).

4.2   To enable xoserve to perform the Services, the Customer agrees to provide xoserve with any and all information, data and/or other materials which xoserve may

reasonably request from the Customer from time to time. The Customer ~~undertakes to:~~shall use all reasonable endeavours to ensure that any and all information, data and/or other materials which it provides to xoserve will be complete, accurate and up to date as at the date of its submission to xoserve.

~~4.2.1   ensure that any and all information, data and/or other materials which it provides to xoserve will be complete, accurate and up to date as at the date of its submission to xoserve; and~~

~~4.2.2   indemnify xoserve in respect of any losses, liabilities, costs, fees and/or other expenses incurred by xoserve as a consequence of any act and/or omission of the Customer or the provision of insufficient or incorrect information, data and/or other materials by the Customer.~~

4.3   If at any time the Customer becomes aware that any information, data and/or other materials which it has provided to xoserve is inaccurate, incomplete and/or is updated, the Customer shall promptly provide xoserve with a copy of the revised and updated information, data and/or materials.

5.   **CHARGES AND OTHER SUMS DUE AND PAYMENT**

5.1   In consideration for xoserve performing the Services, the Customer agrees to pay xoserve the Charges applicable to those Services.

5.2   The Charges payable by the Customer shall be those charges determined pursuant to the provisions of the Agency Charging Statement which are (subject to any contrary provision within a Service Schedule), in force at the date on which ~~xoserve issued (or was deemed to have issued) its~~the Customer submitted its Service Request or (if later) the date on which the Services specified in the relevant Service Request ~~Acceptance~~are due to commence. All Charges are exclusive of value added tax which will be charged for in addition.

5.3   xoserve shall issue an invoice for the Services it provides to the Customer monthly in arrears unless otherwise provided in these Conditions or a Service Schedule. An invoice may be issued in respect of the Services provided pursuant to more than one Service Request.

5.4   If the ~~Charges payable by~~amount of the monies due from the Customer to xoserve ~~for the Services provided to it in the previous calendar month are~~in accordance with this clause 5 is, in aggregate, less than £250, xoserve will not issue an invoice to the Customer at that stage but will wait until:

5.4.1   the total aggregate ~~Charges~~sums payable by the Customer ~~for all Services~~ exceed £250; or

5.4.2   ~~six~~three months from the date of the last invoice issued by xoserve to the Customer for the provision of any of the Services or (if no invoice has previously been issued) ~~six~~three months from the date of the earliest Service Request;

whichever is the first to occur at which point for the avoidance of doubt an invoice will then be issued for all sums then owing by the Customer.

5.5   Where the Services are performed in instalments, xoserve may invoice each instalment separately and the Customer shall pay such invoice in accordance with these Conditions.

5.6   All invoices issued shall be due for payment by the Customer 28 days after the date of the invoice unless otherwise agreed in writing between the parties.

5.7   The Customer must pay all invoices in full and shall not be entitled to any right of set off (other then where there is a bona fide dispute between the parties as to whether any sums are due and, in such cases, the Customer may only withhold the sum in dispute). As and when the parties reach agreement or the matter is otherwise determined in respect of any disputed sums, any monies due to xoserve must be paid in full in cleared funds within 15 Business Days of the date of resolution of the dispute.

5.8   The Customer shall be responsible for the payment of any and all bank charges which may be incurred (either by the Customer or xoserve) in the payment and receipt of payment of xoserve's invoices.

5.9   5.8 No payment shall be deemed to have been received by xoserve until it has received payment in full in pounds sterling (net of any bank charges) and in cleared funds, including but not limited to any bank charges payable by the Customer in accordance with clause 5.8 above.

5.10   5.9 Failure by the Customer to make payment of the Charges monies due in full, in pounds sterling (net of any bank charges) and in cleared funds on or by the due date for payment shall (save for amounts withheld pursuant to the provisions of clause 5.7) entitle xoserve (without prejudice to any other rights and/or remedies it may have) to:

    5.10.1   5.9.1 suspend the performance of the Services (whether such Services are being performed under the same Service Request to which the unpaid Charges monies relate or any other Service Request); and

    5.10.2   5.9.2 charge the Customer interest on any unpaid amounts (both before and after any judgment) at the rate applicable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998.

5.11   If in accordance with clause 5.7 above the Customer has withheld any monies due to xoserve and it is subsequently found that the Customer's dispute was incorrect and the monies were indeed due to xoserve:

    5.11.1   subject to clause 5.11.2 below, interest shall be payable on the withheld monies at the base rate from time to time of Barclays Bank Plc plus 1% per annum from the date on which the withheld monies should have been paid to xoserve until the date on which such monies are paid in full in cleared funds; and

    5.11.2   if the sums due to xoserve are not paid within the 15 Business Day payment period referred to in clause 5.7 above, interest shall be payable on the unpaid sum at the rate specified in clause 5.10.2 as from the end of that 15 Business Day period and the provisions of clause 5.10.1 may also apply.

5.12   5.10 xoserve reserves the right to carry out credit checks on the Customer prior to accepting a Service Request. xoserve may:

    5.12.1   5.10.1 refuse to accept a Service Request from a Customer if that Customer fails to pass the credit checks; and/or

    5.12.2   5.10.2 require the Customer to either provide security for any payments due under the Contract in an amount and form and from a person approved by xoserve and/or to pay all or part of the Charges for the Services in advance of the Services being performed by xoserve.

5.13   5.11 Any challenges to an invoice issued by xoserve must be notified by the Customer to xoserve in writing within 18 months of the date of the relevant invoice. If the Customer does not raise any challenge within this time period, it will be deemed to have accepted and confirmed that the terms of the invoice are correct.

5.14   5.12 xoserve may only make adjustments to an invoice which it has issued to the Customer in respect of the Services for a period of up to 18 months following the issue date of the invoice in question.

5.15   Any interest payable by the Customer in accordance with this clause 5 shall be invoiced by xoserve as part of the next invoice xoserve issues in respect of the provision of the Services.

6.   **WARRANTIES**

6.1   xoserve warrants that it will perform the Services with all reasonable skill and care. All other warranties (whether express or implied) are excluded from the Contract to the fullest extent permitted by law, including but not limited to any relating to fitness for purpose, quality and/or adequacy.

6.2   In performing the Services, xoserve will be using data, information and/or other materials which have been provided to xoserve by the Customer and/or one or more third parties. xoserve will not verify their accuracy and/or completeness. As such, xoserve makes no warranty and accepts no liability for ensuringin respect of the accuracy or completeness of any of such data, information and/or other reports and materials which it provides to the Customer as part of the Services and gives no warranties and makes no representations that the reports, information, data and/or other materials provided by xoservematerials which are subsequently included in reports provided to the Customer as part of the Services are accurate and complete, nor that they will meet the Customer's particular requirements (even if the Customer has made such requirements known to xoserve in advance)or in any reports which are based upon such data, information and/ or materials.

6.3   If xoserve breaches any of the warrantywarranties set out in this clause 6.16 and/or any other standards for the performance of the Services as set out in these Conditions and/or the Service Schedules, the Customer's sole remedy shall be the operation and payment of the rebate and liquidated damages mechanisms set out in the Service Schedule relevant to the affected Services.

6.4   If under the terms of a Service Schedule the Customer considers that it is entitled to a rebate of Charges or to liquidated damages, to claim such rebate or liquidated damages the Customer must (unless previously advised by xoserve of its right to the same) inform xoserve in writing that it wishes to seek a rebate or liquidated damages as promptly as possible after the Customer becomes aware of the circumstances giving rise to the potential claim and in any event within 90 days of the date on which the Customer did become aware or (if earlier) should reasonably (having acted with all due diligence) have become aware, of any such potential claim arising. Any such written notice must include:

6.4.1   full details of the grounds for the claim for a rebate or liquidated damages; and

6.4.2   copies of any supporting evidence.

xoserve shall consider the Customer's request and inform it as soon as possible whether xoserve accepts the claim. In the event of a dispute about the existence or amount of a claim, the provisions of clause 13 of these Conditions shall apply. The value of any agreed or determined rebate or liquidated damages shall be offset against xoserve's invoice for the affected Services and/or any future Services (save where there are no monies to offset and no outstanding Service Requests in force, in which event any monies due shall be paid by xoserve to the Customer within 28 days of xoserve's acceptance or the determination of the amount of the claim).

7.   **INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION**

7.1   The Customer grants to xoserve a non-exclusive, royalty free licence to use all information, data and/ or materials supplied by it to xoserve in connection with the Contract (including but not limited to any Intellectual Property Rights which may exist in the same) for the purposes of performing the Services.

7.2   Any and all Intellectual Property Rights created during the performance of the Services shall be owned by xoserve. The Customer shall have a non-exclusive, royalty free licence for both it and members of its Group to use for ~~its~~their own internal business purposes only, any written material provided by xoserve as part of the relevant Services. The Customer may not (other than to members of its own Group) distribute such material in any form without the prior written consent of xoserve or unless required to do so in order to comply with any statutory and/or regulatory obligations.

7.3   Each party acknowledges that, in respect of any Personal Data used in the performance of the Services, the Customer is acting as a Data Controller and xoserve as a Data Processor in respect of such Personal Data (as such terms are defined in the DPA).

7.4   In performing the Services, to the extent that xoserve is processing any Personal Data provided to it by the Customer xoserve agrees to comply with its obligations under the DPA as a Data Processor.

7.5   xoserve has appointed third party contractors who are located outside the European Economic Area ("EEA") to provide it with technical support and assistance with regard to the use and operation of its computer systems. Such third party contractors will have access to information and data held by xoserve on its computer systems ~~and, as such, it is the responsibility of the Customer to ensure that any individuals whose Personal Data is transferred to xoserve by or~~ on behalf of the Customer ~~is aware of this fact and all necessary consents and approvals have been obtained.~~ but xoserve shall continue to comply with its obligations under clause 7.4 above.

7.6   If any data held by xoserve relating to and/or provided by the Customer is lost, damaged or otherwise destroyed due to xoserve's own negligence and/or breach of the Contract, xoserve shall use ~~its~~all reasonable endeavours (at its own cost and expense) to reconstitute such data from any back up copies it may have. The Customer shall provide xoserve with all such assistance as xoserve may reasonably request to assist in the re-instatement of the data.

7.7   In providing information, data and other materials to xoserve (including but not limited to any Personal Data), the Customer warrants and represents that it either holds all Intellectual Property Rights in the same or that it has obtained from the relevant third parties all necessary consents, licences and authorisations to enable xoserve to use such information, data and materials in accordance with these Conditions and/or in order to perform its obligations under the Contract.

8.   **CONFIDENTIALITY**

8.1   Neither party shall use and/or disclose the other party's Confidential Information except in the proper performance of the Contract and in the performance of the Services.

8.2   Each party may disclose the other party's Confidential Information to its employees, representatives, members of its Group and/or its professional advisors solely in order to ensure the proper performance of this Agreement provided that the disclosing party:

       8.2.1   makes the recipient aware of the confidential nature of the information; and

8.2.2 remains responsible for the acts and/or omissions of the recipient in respect of such Confidential Information as if they were its own acts and/or omissions.

8.3 8.2 The obligations of confidentiality shall continue indefinitely except they shall not apply to information:

8.3.1 8.2.1 which the receiving party can prove was already in its possession and at its free disposal;

8.3.2 8.2.2 which the receiving party proves was developed by it without reference to any of the disclosing party's Confidential Information;

8.3.3 8.2.3 which becomes generally available to the public through no fault or omission of the receiving party;

8.3.4 8.2.4 which (in the case of xoserve) was provided to it otherwise than pursuant to the provisions of the Contract or which it holds or uses otherwise than pursuant to the provisions of the Contract (including without limitation in its capacity as Transporter Agency); or

8.3.5 8.2.5 to the extent that it is required to be disclosed as part of any court proceedings, by law and/or the rules of any recognised stock exchange and/or regulatory authority and/or required to be disclosed in order to fulfil any statutory or regulatory obligations.

9. **LIABILITY**

9.1 xoserveNeither party shall have noany liability to the Customerother party for any:

9.1.1 loss of profits and/or damage to goodwill;

9.1.2 pure economic and/or other similar losses;

9.1.3 special damages;

9.1.4 aggravated, punitive and/or exemplary damages;

9.1.5 consequential losses and/or indirect losses;

9.1.6 loss of and/or corruption of data; and/or

9.1.7 business interruption, loss of business, loss of contracts and/or loss of opportunity.

9.2 Nothing in these Conditions shall exclude or limit a party's liability for death or personal injury caused by its negligence and/or for its fraud.

9.3 xoserveEach party's total aggregate liability to the Customerother party (including but not limited to in the case of xoserve, the financial value of any rebates and/ or liquidated damages payable by xoserve to the Customer in accordance with the provisions of the Services Schedules) shall not exceed in any Year 120% of the Charges paid by the Customer to xoserve in that Year.

9.4 Each of the limitations and exclusions of liability set out in these Conditions shall apply as a separate provision for each of the following:

9.4.1 liability in contract (including but not limited to fundamental breach);

9.4.2 liability in tort (including but not limited to negligence);

9.4.3   liability for breach of statutory duty; and

9.4.4   liability for breach of common law and/or under any other legal basis

except that the financial cap on ~~xoserve~~each party's liability shall apply only once in respect of all types of liability.

9.5   The Charges have been determined on the basis that xoserve's liability is limited as set out in these Conditions. The Customer should consider insuring against any loss and/or liability it may suffer as a result of any breach.

9.6   Where any provision of the Services Schedules provides for an amount to be paid by xoserve to the Customer upon or in respect of any breach of its contractual obligations, each party agrees and acknowledges that the amount payable is a genuine pre-estimate of the loss of the Customer in such circumstances.

10.   **TERMINATION**

10.1   If the Customer wishes to terminate a specific Service Request or the Contract it may do so on not less than 28 days' written notice in accordance with the provisions of clause 12.7 on condition that (subject to any specific provisions in any of the Service Schedules) the Customer pays any and all ~~costs and expenses incurred by xoserve prior to~~sums then accrued for Services performed under any Service Request up to and including the date of termination and any applicable early termination charges as set out in the relevant Service Schedules.

10.2   xoserve may terminate the Contract and/or a Service Request by giving the Customer ~~6~~12 months' notice of termination in writing.

10.3   Each of the Customer and xoserve may terminate the Contract with immediate effect if the other:

10.3.1   commits a material breach of the Contract (and, if capable of remedy, fails to remedy the breach within 28 days of receiving written notice from the other requiring the breach to be remedied); and/or

10.3.2   is declared or becomes insolvent or bankrupt, enters into any composition or arrangement (whether formal or informal) with its creditors, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager administrator or administrative receiver appointed of its undertaking, assets or income or any part thereof, has passed a resolution for its winding up, or has a petition presented by or in respect of it to any Court for its winding-up or for an administration order.

10.4   The Contract shall terminate with immediate effect upon the expiry or termination of the Agency Services Agreement (and xoserve shall give to the Customer as much notice as is reasonably practicable of any early termination of the Agency Services Agreement). xoserve will have no liability to the Customer as a result of such termination.

10.5   If either party has the right to terminate the Contract in accordance with the provisions of these Conditions, it may elect to terminate solely the affected Service Request rather than the Contract as a whole.

10.6   On termination of the Contract, all outstanding Service Requests shall immediately terminate.

10.7   On termination of the Contract and/or a Service Request:

10.7.1   xoserve shall be entitled to issue an invoice to the Customer for all Services performed under the Contract/terminated Service Request up to and including the date of termination;

10.7.2   if the Customer has paid in advance for Services which were to be provided under the Contract and/or a terminated Service Request, the Customer shall (subject to any specific provisions in any of the Service Schedules) be entitled to a refund of a proportion of the advance payment, pro rated to reflect the Services provided up to the date of termination. Any refunds due to the Customer shall be paid to it by xoserve within 28 days of the date of termination of the Contract and/or the relevant Service Request; and

10.7.3   if the relevant Service Schedule requires the payment of early termination charges, xoserve shall, as soon as reasonably possible following termination of the Contract and/or the relevant Service Request, issue an invoice to the Customer for the amount of the early termination charges.

11.   **SERVICE DOWN TIME AND FORCE MAJEURE**

11.1   Due to the need to perform planned and/or emergency maintenance work in respect of its computer systems on which it holds the data and/or information required to perform the Services, xoserve may from time to time be unable to perform the Services. xoserve shall use itsall reasonable endeavours to ensure that the provision of the Services is resumed as promptly as possible following such maintenance work but (subject. Subject to any specific provisions in the Service Schedules). xoserve will have no liability to the Customer for its failure to perform or any delay in performing the Services as a result of suchany planned or emergency maintenance work.

11.2   xoserve agrees to use itsall reasonable endeavours to notify the Customer (with as much notice as is practicable) of any planned downtime and maintenance work which will affect the performance of the Services by:

11.2.1   in respect of the IAD Service (as defined in schedule 4), by email notice to the Customer in accordance with the provisions of clause 12.7; and

11.2.2   in respect of all other Services, giving notice of the planned downtime in UK Link Committee meetings,

and/ or by such other means as xoserve may reasonably deem to be appropriate.

11.3   Neither party shall be liable (including without limitation to refund Charges or pay liquidated damages) for failure to perform and/or any delay in performing any obligations (other than obligations as to payment) to the extent that such failure and/or delay is caused or contributed to by a Force Majeure Event. The party which suffers a Force Majeure Event shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event and to recommence performance of its affected obligations as soon as possible and to the extent reasonably practicable. xoserve will not charge the Customer for Services which have not been provided/made available to the Customer due to any Force Majeure Event affecting xoserve.

11.4   The party seeking to exempt itself from any liability due to the operation of clause 11.3 above shall notify the other party of the nature of the failure as soon as reasonably practicable after becoming aware of the Force Majeure Event and also of the cessation of the Force Majeure Event as soon as reasonably practicable after becoming aware of the cessation.

11.5   TheWithout prejudice to Section U1.9 of the Uniform Network Code, the Customer agrees to use its bestall reasonable endeavours to ensure that, in passing any data to xoserve electronically and/or accessing any computer systems and/or databases of

xoserve as part of the Services, it does not introduce any viruses and/or other harmful code into xoserve's computer systems.

11.6   ~~Whilst~~Without prejudice to any provisions of the Uniform Network Code, whilst xoserve will use ~~its~~all reasonable endeavours to ensure that its databases, computer systems and/or any data which it provides to the Customer electronically are free from any viruses and/or other harmful code, data provided into such databases and systems may be input by third parties and xoserve has no liability to the Customer for any loss and/or liability the Customer suffers (including but not limited to any loss of and/or corruption of data) as a result of any virus and/or other harmful code being introduced into the Customer's computer systems as a result of the performance of the Services.

12.   **GENERAL**

12.1   The Contract is entered into between xoserve and the Customer as principals and the Customer shall not be entitled to assign the benefit or burden of it or any interest in it without the prior written consent of xoserve (not to be unreasonably withheld or delayed). xoserve shall be entitled to sub-contract the whole or part of its obligations under the Contract at any time but will remain responsible for the actions and/or omissions of its sub-contractors as if they were its own actions and/or omissions under the Contract.

12.2   The Contract contains the whole agreement between the parties and supersedes any prior written or oral agreement between them and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly included and incorporated in the Contract.

12.3   Without prejudice to clause 12.2, neither party shall have any remedy in respect of any untrue statement made to it upon which it may have relied in entering into the Contract and that party's only remedy is for breach of contract. Nothing in these Conditions purports to exclude liability for any fraudulent statement.

12.4   If these Conditions shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

12.5   Save as otherwise provided herein, a failure by either party to exercise, or a delay in exercising, any right or remedy under the Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under the Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

12.6   Any waiver by either party of a breach of any of the terms of the Contract or of any default under the Contract shall not be deemed a waiver of any subsequent breach or default.

12.7   Notices shall be delivered to, in the case of xoserve, the address or facsimile number in the United Kingdom or email address and contact person specified as such in Schedule 1 (or such other address or number or person as xoserve may notify to the Customer from time to time) and, in the case of the Customer, the address or facsimile number in the United Kingdom or email address ~~and contact person notified as such by the Customer to xoserve~~of its Contract Manager. Notices shall (unless otherwise provided in the Service Schedules) be sent by first class post or by facsimile or email. Unless otherwise acknowledged, receipt shall be deemed to be:

        12.7.1   two Business Days after despatch, for notices despatched by first class post (subject to evidence of posting); or

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12.7.2 on receipt of a successful facsimile transmission report, for notices sent by facsimile (or at 9am on the first Business Day thereafter if sent on a non Business Day or after 5pm on a Business Day); or

12.7.3 on receipt of a successful delivery receipt for notices sent by email (or at 9am on the first Business Day thereafter if sent on a non-Business Day or after 5pm on a Business Day).

12.8 A person who is not a party to a Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these Conditions and/or any Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

13.   **DISPUTE RESOLUTION**

13.1   If a dispute arises out of or in connection with the Contract ("Dispute") then the parties shall follow the dispute resolution procedure as set out in this clause:

13.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documentation. On service of the Dispute Notice the contact persons named pursuant to Clause 12.7 above (or persons holding an equivalent role of responsibility) of each party shall attempt to resolve the Dispute in good faith;

13.1.2 if such contact persons are for any reason unable to resolve the Dispute within 30 days of the date of the Dispute being referred to them then the chief executive officers (or persons holding an equivalent role of responsibility) of each party shall attempt to resolve the Dispute in good faith;

13.1.3 if the chief executive officers are for any reason unable to resolve the Dispute within 30 days of the date of the Dispute being referred to them then the parties will attempt to settle it by way of mediation in accordance with the ~~CEDR~~Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("Notice") on the other party requesting mediation. A copy of the Notice should be sent to CEDR. The mediation shall start no later than 21 days after the date of the Notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator; and

13.1.4 no party may commence any court proceedings in relation to any Dispute until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay. Nothing in this clause shall, however, prevent either party from seeking interim injunctive relief where appropriate.

13.2   The parties agree that any disputes arising or in any way connected with the subject matter of these Conditions (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and (subject to clause 13.1) the exclusive jurisdiction of the English Courts.

SCHEDULE 1

Notice Details for xoserve

Address:	31 Homer Road, Solihull B91 3LT
Facsimile Number:	0121 623 2806
Email:	xoserve.userpays@xoserve.com
In each case marked for the attention of:	User Pays Customer and Contract Manager

SCHEDULE 2

AQ Enquiry Service

Introduction

The AQ Enquiry Service (as defined below) is designed to provide customers with the opportunity to create speculative AQ Values for any Supply Meter Point within their portfolio. The Speculative Calculator Tool uses two meter readings per Supply Meter Point against a range of historic demand and weather factors to calculate the speculative AQ Value.

1.   **Definitions**

1.1   In this Schedule, the following words have the following meanings:

"AQ"	has the meaning given to 'Annual Quantity' in the Uniform Network Code;
"AQ Enquiry Service"	means the service provided by xoserve to the Customer in accordance with this Schedule 2, namely the calculation of speculative AQ Values using the Speculative Calculator Tool;
"AQ Spec Calc Request File"	means a file in the T19 or T23 UK Link File Format submitted by the Customer to xoserve via the UK Link Network (such formats being subject to change from time to time), used to submit a request to the Speculative Calculator Tool (such file being the Service Request for the purpose of the Conditions);
"AQ Spec Calc Response File"	means a file in the T20 or T24 UK Link File Format submitted by xoserve to the Customer via the UK Link Network (such formats being subject to change from time to time), used to submit a response from the Speculative Calculator Tool;
"AQ Value"	means an estimated figure for the AQ for a particular Supply Meter Point as determined by the Speculative Calculator Tool;
"Delivery File"	means a file submitted by xoserve to the Customer via the UK Link Network acknowledging receipt of the AQ Spec Calc Request File (such file being the Service Request Acceptance for the purpose of the Conditions);
"Meter Point Reference Number"	means the unique identifier for a Supply Meter Point;
"Speculative Calculation"	has the meaning given to it in the Uniform Network Code;
"Speculative Calculator Tool"	means the tool which is part of the UK Link System and is used to perform Speculative Calculations;
"Supply Meter Point"	has the meaning given to it in the Uniform Network Code;
"Supply Point"	has the meaning given to it in the Uniform Network Code;
"UK Link File Format"	has the meaning given to it in the UK Link Manual;
"UK Link Manual"	has the meaning given to it in the Uniform Network Code;
"UK Link Network"	has the meaning given to it in the Uniform Network Code; and

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"UK Link System"		has the meaning given to it in the Uniform Network Code.

1.2 All other capitalised terms have the meanings given to them in the Conditions.

2. **Provision of Service**

2.1 Subject always to:

2.1.1 there being a Contract between the Customer and xoserve;

2.1.2 the Customer having submitted the relevant AQ Spec Calc Request File to xoserve and that file having passed all relevant file validations as determined by xoserve and to xoserve's satisfaction (such validations including without limitation those to ensure that all data is in the correct format); and

2.1.3 xoserve having submitted ~~(or being deemed to have submitted)~~ a Delivery File to the Customer;

xoserve shall, provided that the information requested is in respect of Meter Point Reference Numbers for the Supply Points of which the Customer is the Registered User:

(a) pass the AQ Spec Calc Request File through to the Speculative Calculator Tool to perform a relevant Speculative Calculation; and

(b) provide the Speculative Calculation results in the AQ Spec Calc Response File to the Customer via the UK Link Network.

2.2 Subject always to paragraph 2.3 below and the Conditions, where an AQ Spec Calc Request File is received by xoserve on a Business Day, xoserve will ~~use its reasonable endeavours to~~ provide the relevant AQ Spec Calc Response File by no later than the end of the second Business Day following the Business Day of submission of the Delivery File to the Customer. The above period shall be extended by the length of any relevant periods of planned UK Link downtime and User caused UK Link downtime during such period. Where an AQ Spec Calc Request File is received on a non Business Day then for the purposes of this schedule, it shall be deemed to be received on the first following Business Day and the relevant Delivery File shall be deemed to be submitted on the actual day of submission (if submitted on a Business Day) or the first following Business Day (if submitted on a non Business Day).

2.3 In the event that the number of Speculative Calculations being performed by xoserve on any relevant Business Day exceeds 400,000 in aggregate in respect of all persons (including without limitation the Customer), then the service standard specified in paragraph 2.2 above shall not apply and xoserve's obligation shall instead be only to use reasonable endeavours to provide the relevant AQ Spec Calc Response File as soon as reasonably practicable having regard to the demands placed upon and capacity of its relevant systems.

3. **Charging**

3.1 The Charges for the AQ Enquiry Service are as set out in the Agency Charging Statement applicable at the date xoserve issues the Delivery File. For the avoidance of doubt, the Charges shall be calculated based upon the number of AQ Values requested in the AQ Spec Calc Request File submitted, notwithstanding that some of the Meter Point Reference Numbers or other data provided may be invalid or may

relate to Supply Points in respect of which the Customer is not entitled to receive the requested information (and therefore may not be reported upon by xoserve).

3.2   Subject always to the other provisions of this Schedule and subject always to the Conditions, in the event that:

3.2.1   the relevant AQ Spec Calc Response File is not provided by the due time as determined pursuant to paragraph 2.2; or

3.2.2   the relevant AQ Spec Calc Response File is corrupted or is incomplete (save in each case where due to an act or omission of the Customer), and no valid replacement file is provided within the time specified in paragraph 2.2,

the Charges in respect of that AQ Spec Calc Response File shall be nil but xoserve shall remain obliged to provide a valid AQ Spec Calc Response File as soon as reasonably practicable.

3.3   For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that the reason for xoserve failing to meet the performance standards was as a consequence of the Speculative Calculation limit as provided in paragraph 2.3 above being exceeded.

3.4   If the Customer has reason to consider that an AQ Spec Calc Response File is corrupt or incomplete, to enable xoserve to provide it with a valid replacement file as soon as possible the Customer shall promptly inform xoserve of any issues with the submitted AQ Spec Calc Response File.

SCHEDULE 3

Email Reporting Service

Introduction

The Email Reporting Service (as defined below) is designed to provide customers with reports of specific data held within the UK Link System in relation to specific Meter Point Reference Numbers. The available reports and associated data items are as follows:

REPORT ONE: Incoming Shipper Report	
Meter Point Reference Number	Confirmation Status
Current Shipper Name	Confirmation Reference
Name of Incoming Shipper	Current Shipper ID
Full Address Details	Confirming Shipper ID
Post Code	Confirming Supplier Name
Current Shipper Confirmation Status	Current Shipper Effective Date
Confirmation Effective Date	Current Shipper End Date

REPORT TWO: Previous Shipper/Supplier Report	
Meter Point Reference Number	Date Previous Shipper Lost Site
Previous Shipper Name	

REPORT THREE: Current Shipper & MSN Report	
Meter Point Reference Number	Meter Serial Number
Shipper Short Code	

REPORT FOUR: AQ/SOQ/EUC/Exit Zone/Postcode Report	
Meter Point Reference Number	Meterpoint AQ
Post Code	Supply Point AQ
Shipper Short Code	Non-Daily Metered SOQ
Exit Zone	Daily Metered SHQ
Bottom Stop AQ	Daily Metered SOQ
EUC Number	

REPORT FIVE: Meter Removal Date Report	
Meter Point Reference Number	Meter Removal Effective Date
Meter Change Type - MRM	

REPORT SIX: Meter Details Report	
Meter Point Reference Number	Meter Manufacturer
Meter Status	Meter Serial Number
Meter Mechanism	Meter Type
Imperial Indicator	Meter Model
Meter Capacity	Reading Factor
Correction Factor	Number of Dials

REPORT SEVEN: Address Details Report	
Meter Point Reference Number	County
Also Known As	Post Code
Building Number	Building Name
Street	PAF Indicator
Town	

REPORT EIGHT: Confirmation Effective Date Report	
Meter Point Reference Number	Confirmation Reference
Confirming Shipper Short Code	Confirmation Effective Date

REPORT NINE: Last Meter Read and Date	
Meter Point Reference Number	Latest Read Date
Shipper Short Code	Latest Meter Read

REPORT TEN: Domestic Third Party AQ Report	
Meter Point Reference Number	Meterpoint AQ
Shipper Short Code	

Reports One to Nine are available to the Customer in respect of Meter Point Reference Numbers in respect of which they are the Registered User. Report Ten may not be requested in conjunction with any other Email Report.

1.   **Definitions**

1.1   In this Schedule, the following words have the following meanings:

"Email Report"	means any one of the reports referred to above which is based on and produced using data held on the UK Link System;
"Email Reporting Request"	means a request submitted via email by the Customer to xoserve for the provision of one or more Email Reports and submitted in the manner and format approved by xoserve (such request being the Service Request for the purpose of the Conditions);
"Email Reporting Request Acknowledgement"	means the message sent via email by xoserve to the Customer to confirm receipt of the Email Reporting Request and to confirm xoserve's agreement to provide the requested Email Reporting Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"Email Reporting Service"	means the provision of reports via email by xoserve in accordance with the provisions set out in this Schedule 3;
"Meter Point Reference Number"	means the unique identifier for a Supply Meter Point;
"Supply Meter Point"	has the meaning given to it in the Uniform Network Code; and
"UK Link System"	has the meaning given to it in the Uniform Network Code.

1.2   All other capitalised terms have the meanings given to them in the Conditions.

2.   **Provision of Service**

2.1   Subject always to:

2.1.1   there being a Contract between the Customer and xoserve;

2.1.2   the Customer having provided to xoserve an Email Reporting Request containing details of the Email Report(s) required and a single electronic file of Meter Point Reference Numbers not exceeding 5,000 in number to be processed for all Email Reports requested; and

2.1.3   xoserve having issued ~~(or being deemed to have issued)~~ an Email Reporting Request Acknowledgement to the Customer,

xoserve shall, provided such disclosure is permitted (whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise):

(a)   create the relevant Email Report(s) in respect of each valid Meter Point Reference Number submitted, in line with the Email Reporting Request; and

(b)   submit the Email Report to the Customer by email to such address as xoserve holds for the Customer for such purposes (the data contained in such Email Report being reflective of that held on the UK Link System on the preceding Business Day to which the Email Report is produced).

2.2   Subject always to paragraph 2.3 below and the Conditions, the time for performance of the Email Reporting Service shall be as follows:

2.2.1   where the Email Reporting Request contains no more than 999 Meter Point Reference Numbers and is acknowledged by xoserve no later than 12:00 pm on a Business Day, xoserve shall ~~use its reasonable endeavours to~~ provide the relevant Email Report(s) by no later than the end of the second Business Day following submission of the Email Reporting Request Acknowledgement;

2.2.2   where the Email Reporting Request contains more than 999 (but not more than 5,000) Meter Point Reference Numbers and is acknowledged by xoserve no later than 12:00 pm on a Business Day, xoserve shall ~~use its reasonable endeavours to~~ provide the relevant Email Report(s) by no later than the end of the fifth Business Day following submission of the Email Reporting Request Acknowledgement;

2.2.3   where the Email Reporting Request contains no more than 999 Meter Point Reference Numbers and is acknowledged by xoserve after 12:00 pm on a Business Day or at any time on a non Business Day, xoserve shall ~~use its reasonable endeavours to~~ provide the relevant Email Report(s) by no later than the end of the third Business Day following submission of the Email Reporting Request Acknowledgement; and

2.2.4   where the Email Reporting Request contains more than 999 (but not more than 5,000) Meter Point Reference Numbers and is acknowledged by xoserve after 12:00 pm on a Business Day or at any time on a non Business Day, xoserve shall ~~use its reasonable endeavours to~~ provide the relevant Email Report(s) by no later than the end of the sixth Business Day following submission of the Email Reporting Request Acknowledgement.

Each of the above periods shall be extended by the length of any relevant periods of planned UK Link downtime and User caused UK Link downtime during the period for performance.

2.3   In the event that:

2.3.1   the number of Email Reports being prepared by xoserve on the date of issue of its Email Reporting Request Acknowledgement exceeds twenty (20) in aggregate in respect of all persons (including the Customer); or

2.3.2   Uniform Network Code obligations (including without limitation the Annual Quantity (as defined in the Uniform Network Code) review process and system changes notified via the UK Link Committee) at the relevant time are such that it is not reasonably practicable for xoserve to produce the Email Reports in accordance with such performance measures,

then the performance measures specified in paragraph 2.2 above shall not apply and xoserve's obligation shall instead be only to use reasonable endeavours to provide the relevant Email Report as soon as reasonably practicable having regard to the demands placed upon and capacity of its relevant systems (xoserve notifying the Customer at the time of issue of its Email Reporting Request Acknowledgement of any such constraints and of its estimated time of delivery of any such relevant Email Reports).

3.   **Charging**

3.1   The Charges for the Email Reporting Service are as set out in the Agency Charging Statement applicable as at the date xoserve issues the Email Reporting Request Acknowledgement. For the avoidance of doubt, the Charges shall be calculated per Email Report based upon the number of Meter Point Reference Numbers submitted, notwithstanding that some of those numbers may be invalid or may relate to Supply Meter Points in respect of which the Customer is not entitled to receive the requested information (and therefore may not be reported upon by xoserve).

3.2   Subject always to the other provisions of this Schedule and subject always to the Conditions, in the event that the relevant Email Report is not provided by the due time as determined pursuant to paragraph 2.2 but is provided by no later than the end of the Business Day following that on which it was due, the Charges in respect of that Email Report shall be reduced to fifty per cent (50%) of the Charges which would otherwise have been due in respect of that Email Report. In the event that the relevant Email Report is not delivered by the end of the Business Day following that on which it was due, the Charges in respect of that Email Report shall be reduced to nil but xoserve shall remain obliged to provide it as soon as reasonably practicable.

3.3   If the Customer has reason to consider that an Email Report is corrupt or incomplete, it shall promptly inform xoserve of that fact and provide it with supporting evidence. xoserve shall then validate the Customer's claim and where it is found that such Email Report is corrupted or incomplete (save in each case where due to an act or omission of the Customer), xoserve shall provide a valid replacement Email Report within ten Business Days from the day on which xoserve received the Customer's claim. Should it fail to do so, all Charges in respect of that Email Report shall be waived but xoserve shall remain obliged to provide a valid Email Report as soon as reasonably practicable.

3.4   For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that the reason for xoserve failing to meet the performance standards was as a consequence of the circumstances referred to in paragraph 2.3 above.

SCHEDULE 4

IAD Service

Introduction

The IAD Service (as defined below) is a web based tool designed to be used by the ~~authorised users~~Authorised Users to interrogate certain data relating to a supply meter point. In addition, the IAD Service also provides ~~authorised users~~Authorised Users the opportunity to access further details pertaining to supply meter points that are within their supply meter point portfolio and other ~~authorised users~~Authorised Users the opportunity to view details of particular supply meter points relating to properties they own.

The normal operational hours of the IAD Service are from 06.00 to 22.00 hours Monday to Saturday (excluding all bank and public holidays).

1.   **Definitions**

1.1   In this Schedule, the following words have the following meanings:

"Authorised User"	means a person who is provided with an IAD Account for the purpose of accessing the IAD System;
"Community"	means all registered industry users of the IAD System in aggregate;
"Core Hours"	means from 09.00 to 17.00 hours Monday to Friday (excluding non Business Days);
"IAD", "Internet Access to Data" and "IAD System"	means the internet based portal through which the IAD Service is provided;
"IAD Account"	means an account on the IAD System with an individual logon that enables an ~~authorised IAD user~~Authorised User to gain access to the IAD System;
"IAD Access Request"	means the request to create or delete an IAD Account (such request being the Service Request for the purpose of the Conditions);
"IAD Access Request Acknowledgement"	means an acknowledgement by xoserve of receipt of an IAD

	Access Request and to confirm xoserve's agreement to provide the requested IAD Service (being a Service Request Acceptance for the purpose of the Conditions);
"IAD Planned Downtime"	means such period of time as the IAD System is unavailable during Core Hours in respect of which xoserve has given notice to the Customer by email not less than four Business Days prior to the relevant downtime;
"IAD Planned Non-refreshtime"	means such period of time during which, for operational reasons, data on the IAD System is not refreshed, and in respect of which xoserve has given notice to the Customer by email not less than four Business Days prior to the relevant non-refreshtime;
"IAD Service"	means the internet access to data service to be provided by xoserve in accordance with the terms of this Schedule 4;
"IAD Terms"	means the terms of use of the IAD Service as published on the Website and accepted by Authorised Users when accessing the IAD System; and
"IAD Unplanned Downtime"	means such period of time as the IAD System is unavailable during Core Hours to the entire Community (excluding any period of IAD Planned Downtime).

1.2   All other capitalised terms have the meanings given to them in the Conditions.

2.   **Provision of Service**

2.1   Subject always to:

2.1.1   there being a Contract between the Customer and xoserve;

2.1.2   the Customer having submitted to xoserve in the due form an appropriate IAD Access Request; and

2.1.3   xoserve having issued ~~(or being deemed to have issued)~~ an IAD Access Request Acknowledgement,

xoserve shall, (as applicable), provided that the same is permitted (whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise):

(a)   create the relevant IAD Account(s) in accordance with the IAD Access Request;

(b)   delete the relevant IAD Account(s) in accordance with the IAD Access Request;

(c)   during Core Hours, make available a telephone helpline to:

(i)   log the Customer's request for an IAD Account password reset and provide to the Customer the relevant reference number;

(ii)   carry out the password reset;

(iii)   confirm to the Customer that the requested password for the relevant IAD Account has been reset; and

(iv)   report a fault on the IAD System.

The parties agree that xoserve ~~shall~~may treat each instruction given by an ~~authorised user~~Authorised User of the Customer to the helpline as an instruction which is authorised by and binding upon the Customer.

2.2   Subject always to paragraph 2.4 below and the Conditions, ~~xoserve shall use its reasonable endeavours to achieve~~ the following performance measures for the IAD Service shall apply:

	Performance Measure	Relevant Paragraph Number
1	For each calendar month, ensure that IAD Unplanned Downtime is no more than 5% of the total Core Hours in that month.	n/a
2	Ensure that the data accessible via the IAD System is updated within four (4) Business Days following the date of receipt and acceptance by xoserve of such data	n/a
3	Create a new IAD Account for the Customer by no later than the end of the tenth Business Day following the Business Day on which xoserve issues its IAD Access Request Acknowledgement or (if later) upon the date for creation requested by the Customer	2.1(a)
4	Delete an IAD Account for the Customer by no later than the end of the tenth Business Day following the Business Day on which xoserve issues its IAD Access Request Acknowledgement or (if later) upon the date for deletion requested by the Customer	2.1(b)
5	Re-set the password for an IAD Account by no later than the end of the Business Day following the logging of the Customer's request via the telephone helpline	2.1(c)

2.3   For the avoidance of doubt, the ~~terms and conditions which the Customer is requested to accept when accessing IAD ("~~IAD Terms~~")~~ will also apply to its use thereof pursuant to the provisions of this Schedule 4. If there is any conflict between this Schedule and the IAD Terms, the provisions within this Schedule shall prevail.

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2.4   For the purposes of Performance Measure 2, the period to update data shall be extended by the length of any relevant periods of planned UK Link downtime, User caused UK Link downtime, IAD Planned Non-refreshtime and IAD Planned Downtime.

3.   **Charging**

3.1   The Charges for the IAD Service are as set out in the Agency Charging Statement applicable from time to time (and are not fixed at the time xoserve issues its IAD Access Request Acknowledgement).

3.2   Subject always to the other provisions of this Schedule and subject always to the Conditions, in the event that xoserve fails to meet the performance measures provided in paragraph 2.2 above, the Charges shall be reduced as follows:

   3.2.1   in the event that xoserve fails to meet Performance Measure 1 (IAD Unplanned Downtime not exceeding 5% of total Core Hours in a month) and such unavailability was not caused or contributed to whether in whole or in part by any act of omission of any one or more persons in the Community (or any person acting on any of such person(s) behalf) or by any computer system of any of such persons, the Charges shall be reduced in accordance with the provisions of the following table in respect of the relevant IAD Account(s) of the Customer for the month in which the unavailability occurred:

IAD Unplanned Downtime in a calendar month (as a percentage of total Core Hours in that month)	Reduction applied to monthly Charges
5% or less	0%
5.01 – 10%	20%
10.01 – 15%	35%
15.01 – 20%	50%
20.01 – 30%	60%
30.01 – 50%	70%
More than 50%	90%

   3.2.2   in the event that Performance Measure 1 is satisfied in a calendar month and so there is no reduction in Charges as a consequence thereof, but there has nevertheless been IAD Unplanned Downtime in that month then, in respect of any affected IAD Accounts:

      (a)   where such IAD Unplanned Downtime exceeds 4 continuous hours within Core Hours on a day, the Charges shall be reduced by 50% of the relevant daily failure charge rate published from time to time in the Agency Charging Statement (**"the Daily Failure Charge Rate"**) for each such relevant day; and

      (b)   where such IAD Unplanned Downtime extends for the entire Core Hours on a day then such reduction shall be increased to 100% for the day and xoserve shall in addition to the reduction pay to the Customer liquidated damages equal to 25% of such relevant Daily Failure Charge Rate;

      (c)   in relation to Performance Measure 2 (data within IAD to be updated within four (4) Business Days of receipt by xoserve of such data), if the Customer has reason to consider that the data accessible via the IAD System was not updated within four

Business Days of receipt and acceptance by xoserve of such data (or such extended period as is determined pursuant to the provisions of paragraph 2.4) then the Customer shall promptly inform xoserve of such fact and provide supporting evidence. xoserve shall then validate the Customer's claim and where it is found that such data was not so updated then xoserve shall update the IAD System within 10 Business Days of the date on which xoserve receives the Customer's claim. Should it fail to do so then, ~~from that tenth Business Day and~~ in respect of the affected IAD Accounts only, the Charges shall be reduced by 50% of the relevant Daily Failure Charge Rate for ~~any~~each day on which such Performance Measure continues to not be satisfied, operating from the date on which the Customer first notified xoserve of the fact that data was out of date and required updating;

(d)   in the event that xoserve fails to meet Performance Measure 3 (creation of new IAD Account) then no Charge shall be levied in respect of that IAD Account for the calendar month in which it was created; and

(e)   in the event that xoserve fails to meet Performance Measure 4 (deletion of IAD Account) then no Charge shall be levied in respect of that IAD Account from the day following that on which it should have been deleted had the Performance Measure been satisfied.

3.3   For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that there is any failure by xoserve to satisfy Performance Measure 5, nor shall xoserve incur any liability as a consequence thereof.

SCHEDULE 5

M Number DVD Service

Introduction

The M Number DVD Service (as defined below) is designed to provide customers with an electronic copy in DVD format of selected data items for supply meter point records.

1. **Definitions**

1.1   In this Schedule, the following words have the following meanings:

"Ad hoc M Number DVD Service"	means the service to provide a single copy of an M Number DVD, as further detailed in this Schedule 5;
"Annual M Number DVD Service"	means the service to provide a single copy of an M Number DVD, in respect of each M Number Quarter for the period of the M Number DVD Service, as further detailed in this Schedule 5;
"M Number DVD"	means a DVD produced by xoserve containing supply meter point data based on data held by xoserve on a date or dates within the relevant M Number Quarter and produced at or around the M Number Quarter Day at the end of such M Number Quarter;
"M Number Quarter"	means each 3 month period ending on an M Number Quarter Day;
"M Number Quarter Day"	means each of ~~31 March,~~ 30 June, 30 September ~~and~~. 31 December and 31 March;
"M Number DVD Service"	means the provision by xoserve of the Ad hoc M Number DVD Service or the Annual M Number DVD Service in accordance with the provisions of this Schedule 5;
"M Number DVD Service Acknowledgement"	means the message sent by xoserve to the Customer to confirm receipt of the M Number DVD Service Request and to confirm xoserve's agreement to provide the required M Number DVD Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"M Number DVD Service Request"	means a request by the Customer for the provision of either an Ad hoc M Number DVD Service or an Annual M Number DVD Service and submitted in the manner and format approved by xoserve (such request being the Service Request for the purpose of the Conditions);
"UK Link System"	has the meaning given to it in the Uniform Network Code; and
"Year"	means each period of 12 months from 1 April to the following 31 March.

1.2   All other capitalised terms have the meanings given to them in the Conditions.

2.   **Provision of Service**

2.1   Subject always to:

   2.1.1   there being a Contract between the Customer and xoserve;

   2.1.2   the Customer having notified xoserve by means of an M Number DVD Service Request specifying whether it requires an Ad hoc M Number DVD Service or an Annual M Number DVD Service; and

   2.1.3   xoserve having issued ~~(or being deemed to have issued)~~ an M Number DVD Service Acknowledgement,

xoserve shall, provided that such disclosure is permitted whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise:

   (a)   in the case of an Annual M Number DVD Service, create an M Number DVD for each M Number Quarter Day for the period of the M Number DVD Service provided that a valid M Number DVD Service Request was received by xoserve not less than 10 Business Days prior to the first M Number Quarter Day in respect of which the Annual M Number DVD Service is requested and that there are not less than two M Number Quarter Days remaining in the Year in which the relevant M Number DVD Service Request Acknowledgement is issued. xoserve shall send the M Number DVDs to the Customer within 20 Business Days following the relevant M Number Quarter Day by first class recorded delivery post to such address as xoserve maintains for the Customer;

   (b)   in the case of an Ad hoc M Number DVD Service, create an M Number DVD for either (dependent upon the Customer's request) the immediately preceding M Number Quarter Day or (provided that the M Number DVD Service Request was received by xoserve not less than 10 Business Days prior to such M Number Quarter Day) the next following M Number Quarter Day. xoserve shall send the M Number DVD to the Customer within 20 Business Days following the date on which xoserve issues its M Number DVD Service Request Acknowledgement or, if later, within 20 Business Days following the relevant M Number Quarter Day, in each case by first class recorded delivery post to such address as xoserve maintains for the Customer; and

   (c)   any period for performance of the M Number DVD Service shall be extended by the length of any relevant periods of planned UK Link downtime and User caused UK Link ~~downtime~~Downtime which occurs during the 20 Business Day performance period.

2.2   The Annual M Number DVD Service will continue for such period (ending on 31 March in a Year) as is stated in the M Number DVD Service Request and M Number DVD Service Acknowledgement, or otherwise until such time as the Customer terminates the relevant M Number DVD Service Request by giving xoserve notice in writing of its intention to terminate in accordance with clause 10.1 of the Conditions. Upon the expiry of an Annual DVD Service at the end of a Year, xoserve will nevertheless remain obliged to send, and the Customer will remain obliged to pay for, the M Number DVD produced in respect of the last M Number Quarter in that Year notwithstanding that the M Number DVD will not be due to be sent until after the end of such Year.

2.3   In the event that an Annual M Number DVD Service is terminated for whatever reason pursuant to the Conditions prior to the end of a Year then (save where such termination was as a result of a material breach by, or the insolvency of, xoserve or an alteration of the Conditions or of this (but not any other) Service Schedule pursuant to clause 3.1 of the Conditions) the Customer shall pay to xoserve an early termination fee calculated as being 10% of the Charges which would otherwise have been due in respect of the remaining M Number DVDs for that Year not issued as a consequence of such early termination.

3.   **Charging**

3.1   The Charges for the Ad Hoc M Number DVD Service are as set out in the Agency Charging Statement applicable as at the date xoserve issues the M Number DVD Service Acknowledgement.

3.2   The Charges in respect of the first Year (or part thereof) for the Annual M Number DVD Service are as set out in the Agency Charging Statement in force as at the date on which xoserve issues its M Number DVD Service Acknowledgment. The Charges for the Annual M Number DVD Service will be revised as from 1 April of each Year in which the Customer takes up the Annual M Number DVD Service, the revised Charges to be as set out in the Agency Charging Statement in force as of 1 April of that Year.

3.3   The Charges for the Annual M Number Service are an annual charge calculated on the assumption that the Customer will subscribe for four M Number DVDs in each Year. In the event that the Customer subscribes for less than four M Number DVDs in the Year in which it submits its M Number DVD Service Request then the Charges for that part Year shall be calculated as follows:

$$\frac{\text{Annual Charges}}{4} \quad \text{x} \quad \begin{array}{l}\text{number of M Number Quarter Days} \\ \text{remaining in the Year in which the M} \\ \text{Number DVD Service Request is} \\ \text{submitted}\end{array} \quad \text{x } 110\%$$

3.4   xoserve shall issue an invoice to the Customer in arrears for the Charges after the submission of each M Number DVD to the Customer. In the case of the Annual M Number DVD Service, invoices shall be issued by xoserve in arrears after each M Number Quarter Day.

3.5   Subject always to the other provisions of this Schedule and subject always to the Conditions, in the event that xoserve fails to send an M Number DVD within the relevant period as provided in paragraph 2.1 above, the Charges shall be reduced as follows:

        3.5.1   in the event that an M Number DVD is not sent by xoserve by the due time as determined pursuant to paragraph 2.1 but is sent by no later than the tenth (10th) Business Day following the date on which it was due to be sent, the Charges due in respect of such DVD only shall be reduced to fifty per cent (50%) of the Charges which would otherwise have been due. Where an M Number DVD is not sent by the end of such tenth (10th) Business Day, the Charges due in respect of such DVD only shall be nil but xoserve shall remain obliged to send an M Number DVD as soon as reasonably practicable; and

        3.5.2   in the event that the relevant M Number DVD is corrupted or is incomplete (save in the case where due to an act or omission of the Customer) but a valid copy is sent within ten Business Days of the due date as determined pursuant to paragraph 2.1, the Charges due in respect of such DVD only shall be reduced to fifty per cent. (50%) of the Charges which would otherwise have been due. Where a valid copy is not sent by the end of

such tenth (10th) Business Day, the Charges due in respect of such DVD only shall be nil but xoserve shall remain obliged to send a valid M Number DVD as soon as reasonably practicable. If ~~a corrupt and/or incomplete~~ the relevant M Number DVD is replaced by xoserve within the initial 20 Business Day period for delivery referred to in paragraph 2.1 above, no reduction will be made to the Charges due in respect of such DVD.

3.6   For the purposes of this paragraph 3, 'sent' shall refer to the time of posting by xoserve rather than the time of receipt by the Customer.

3.7   If the Customer considers that any DVD is corrupt ~~and/~~or incomplete, to enable xoserve to send a valid replacement copy to the Customer as promptly as possible, the Customer shall promptly inform xoserve of any problems with a DVD.

SCHEDULE 6

Registered User Portfolio Report Service

Introduction

The Registered User Portfolio Report Service (as defined below) is designed to provide customers either on an ad hoc or an ongoing annual basis, with portfolio reports of supply meter point data. Details of the reports available, their frequency and the data items to be contained within them, are detailed in Tables 1 and 2 below.

Table 1

Registered User Portfolio Report name	Description	Frequency
Query Management – Standards of Service	Standards of service report for a month.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Registered User Portfolio Statement	Number of supply points by type at a point in time	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Registered User Portfolio Report	Registered User's UNC portfolio details as recorded on the Sites and Meters Database at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
CSEPS Portfolio Report	Registered User's CSEP portfolio details at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Unique Sites Portfolio	Registered User's Unique Sites portfolio details at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Annual Asset Portfolio	Registered User's UNC portfolio, containing meter asset details at a point in time.	Annual Service (once per Year)
		Ad hoc Service (as agreed)
Transco Asset Portfolio	Industry portfolio of meter asset and metering services information for larger capacity meters (above 11 cubic meters) at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Data Portfolio	Report of high level portfolio information	Annual Service (scheduled monthly reports)

Snapshot	for Smaller Supply Points	Ad hoc Service (for one scheduled monthly report)

Table 2 Report Data Items

Query Management – Standards of Service (Data Source: ConQuest Query Management System)
Query Management Performance statistics overall and individual shipper performance; queries resolved in standard and performance for: - 4 day target - 10 day target - 20 day target And Shipper shadow log

Registered User Portfolio Statement (Data Source: UK Link System)		
Domestic Supply Points	Total Meter Points	Total TNI Supply Points
Domestic Supply Point Market Share	Meter Point Market Share	Total TNI Meter Points
I&C Supply Points	Small I&C Supply Points	TNI DMA Supply Points
I&C Supply Point Market Share	Large I&C Supply Points	TNI DMC Supply Points
Total Supply Points	DMA Supply Points	Total SNI Supply Points
Supply Point Market Share	DMC Supply Points	Total SNI Supply Points
Domestic Meter Points	Total FIRM Supply Points	Total SNI Supply Points
Domestic Meter Point Market Share	Total FIRM Meter Points	SNI DMA Supply Points
I&C Meter Points	FIRM DMA Supply Points	SNI DMC Supply Points
I&C Meter Point Market Share	FIRM DMC Supply Points	

Registered User Portfolio Report (Data Source: UK Link System)		
Address	Local Distribution Zone Identifier	Postcode
Confirmation Effective Date	Meter Point Annual Quantity	Meter Reading Factor
Confirmation Reference Number	Meter Correction Factor	Meter Reading Units
Shipper Confirmation Reference	Meter Link Code	Meter Serial Number
Datalogger Serial Number	Meter Point Reference Number	Shipper Short Code
Daily Metered Supply Point Quantity (SOQ)	Meter Read Frequency Code	Supply Point Annual Quantity
End User Category Number	Non Daily Metered Supply Point Quantity (SOQ)	Supply Type Code
Exit Zone Identifier	Number of Dials	

CSEPS Portfolio Report (Data Source: CSEPs Database)		
CSEP Name	CS_EXIT	NOM_SOQ
CS_ADDR1	CSEP First Active	NOM_START

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CS_ADDR2	Max CS_AQ	No of ISEPS
CS_ADDR3	DIST_CODE	No of Supply Points
CS_ADDR4	PGT_FULL_NAME	Emergency Cover
CS_POSTCODE	PGT_ID	Gas Flowing
CS_LDZ	MTR_LOGMET	NOM_EUC
CS_PARENT	NOM_AQ	SHIPPERS_NAME

Unique Sites Portfolio (Data Source: Unique Sites Database)		
Site Id	NTS shorthaul y/n	LDZ
Site name	RTS shorthaul y/n	Exit Zone
Meter Point Reference Number	Firm/interruptible	BSSOQ
AIS Logger number	AQ	Aggregate BSSOQ
Postcode	SOQ	
Meter logical number	SHQ	

Annual Asset Portfolio (Data Source: UK Link System)
As specified from time to time in AI_0_PERIODIC_PORTFOLIO_NOTFN in the UK Link Manual

Transco Asset Portfolio (Data Source: UK Link System)
As specified from time to time in RT_P17_TRANSCO_ASSET_PORTFOLIO_DETAIL in the UK Link Manual
Data Portfolio Snapshot (Data Source: UK Link System - M93 Record Type) (note: this Report only provides information for Smaller Supply Points)
MPRN OUTCODE INCODE CNF Reference Number LDZ ID Meter Serial Number Meter AQ Portfolio Effective Date (extraction / run Date)

1. **Definitions**

1.1   In this Schedule, the following words have the following meanings:

"Ad hoc Registered User Portfolio Report Service"	means the service to provide a single Registered User Portfolio Report as further detailed in this Schedule 6;
"Annual Registered User Portfolio Report Service"	means the service to provide a Registered User Portfolio Report identified with an 'Annual Service' frequency in Table 1 above, either annually or in respect of each calendar month (as applicable), in each case for the period of the Annual Registered User Portfolio Report Service;
"ConQuest Query Management System"	means the system used by Registered Users and xoserve for the querying and resolution of certain queries;
"CSEP"	has the meaning given to it in the Uniform Network Code;
"CSEPs Database"	means the stand alone database on which is recorded details of CSEPs;
"Registered User"	has the meaning given to it in the Uniform Network Code;
"Registered User Portfolio	means a report of supply meter point data and being of a

Report"	type as provided in Table 1 above;
"Registered User Portfolio Report Acknowledgement"	means the message sent by xoserve to the Customer to confirm receipt of the Registered User Portfolio Report Request and to confirm xoserve's agreement to provide the relevant Registered User Portfolio Report Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"Registered User Portfolio Report Request"	means a request by the Customer for the provision of either an Ad hoc Registered User Portfolio Report Service or an Annual Registered User Portfolio Report Service, and submitted in the manner and format approved by xoserve (such request being the Service Request for the purpose of the Conditions);
"Registered User Portfolio Report Service"	means the provision by xoserve of the Ad hoc Registered User Portfolio Report Service or the Annual Registered User Portfolio Report Service in accordance with the provisions of this Schedule 6;
"Sites and Meters Database"	means the part of the UK Link System which is the primary source of information relating to Supply Meter Points;
~~"UK Link Network"~~"Smaller Supply Point"	has the meaning given to it in the Uniform Network Code;
"UK Link ~~System~~Network"	has the meaning given to it in the Uniform Network Code;
"UK Link System"	has the meaning given to it in the Uniform Network Code;
"Unique Site"	has the meaning given to "Special Metering Supply Point" in the Uniform Network Code;
"Unique Sites Database"	means the stand alone system on which is recorded details of each Unique Site; and
"Year"	means each period of 12 months from 1 April to the following 31 March.

1.2   All other capitalised terms have the meanings given to them in the Conditions.

2.   **Provision of service**

2.1   Subject always to:

2.1.1   there being a Contract between the Customer and xoserve;

2.1.2   the Customer being a Registered User;

2.1.3   the Customer having notified xoserve by means of a Registered User Portfolio Report Request specifying whether it requires an Ad hoc Registered User Portfolio Report Service or an Annual Registered User Portfolio Report Service; and

2.1.4   xoserve having issued ~~(or being deemed to have issued)~~ a Registered User Portfolio Report Acknowledgement,

xoserve shall, provided that such disclosure is permitted whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise:

(a)   in the case of an Annual Registered User Portfolio Report Service, create a Registered User Portfolio Report of the relevant type requested (being one with an Annual Service frequency in Table 1 above) either on an annual or calendar month basis (as applicable) for the period of the Registered User Portfolio Report Service, provided that:

(i) a valid Registered User Portfolio Report Request was received by xoserve no later than such date as is published by xoserve on ~~its website at www.xoserve.com~~the Website for the first of the Registered User Portfolio Reports to be issued pursuant to such Annual Registered User Portfolio Report Service; and

(ii) (in the case of monthly reports) there are not less than two relevant Registered User Portfolio Reports remaining to be issued in the Year in which the Registered User Portfolio Request Acknowledgement is issued; and

(b) in the case of an Ad hoc Registered User Portfolio Report Service, provided that the Registered User Portfolio Report Request was received by xoserve no later than such date as is published by xoserve on ~~its website at www.xoserve.com~~the Website for the Registered User Portfolio Report which is requested;

in each case following which xoserve shall then send the relevant Registered User Portfolio Report(s) in accordance with the dates published by xoserve on ~~its website at www.xoserve.com~~the Website (such dates being extended by any relevant periods of planned UK Link downtime and User caused UK Link downtime). Such reports shall be sent at xoserve's discretion in electronic format in csv, .txt or Excel and shall be delivered by UK Link Network, email or compact disc (in the latter case by first class recorded delivery) to such IX, email or postal address (as applicable) as xoserve maintains for the Customer for such purposes.

2.2 The Annual Registered User Portfolio Report Service will continue for such period (ending on 31 March in a Year) as is stated in the Registered User Portfolio Report Request and Registered User Portfolio Report Acknowledgement or otherwise until such time as the Customer terminates the relevant Registered User Portfolio Report Request by giving xoserve notice in writing of its intention to terminate in accordance with clause 10.1 of the Conditions. Upon the expiry of an Annual Registered User Portfolio Report Service at the end of a Year, xoserve will nevertheless remain obliged to send, and the Customer will remain obliged to pay for, any Registered User Portfolio Report produced in respect of that Year but not due to be sent until after the end of such Year.

2.3 In the event that an Annual Registered User Portfolio Report Service is terminated for whatever reason pursuant to the Conditions prior to the end of a Year then (save where such termination was as a result of a material breach by, or the insolvency of, xoserve or an alteration of the Conditions or of this (but not any other) Service Schedule pursuant to clause 3.1 of the Conditions) the Customer shall pay to xoserve an early termination fee calculated as being 10% of the Charges which would otherwise have been due in respect of the remaining Registered User Portfolio Reports for that Year not issued as a consequence of such early termination.

3. **Charging**

3.1 The Charges for the Ad Hoc Registered User Portfolio Report Service are as set out in the Agency Charging Statement applicable as at the date xoserve issues the Registered User Portfolio Report Acknowledgement.

3.2 The Charges in respect of the first Year (or part thereof) for the Annual Registered User Portfolio Report Service are as set out in the Agency Charging Statement in force as at the date on which xoserve issues its Registered User Portfolio Report Acknowledgement. The Charges for the Annual Registered User Portfolio Report Service will be revised as from 1 April of each Year in which the Customer takes up

the Annual Registered User Portfolio Report Service, the revised Charges to be as set out in the Agency Charging Statement in force as at 1 April of that Year.

3.3 The Charges for the Annual Registered User Portfolio Report Service are an annual charge calculated on the assumption that the Customer will subscribe for one annual or twelve monthly Registered User Portfolio Reports (as applicable) in each Year. In the event that the Customer subscribes for monthly reports but for less than 12 monthly reports in the Year in which it submits its Registered User Portfolio Request, then the Charges for that part Year shall be calculated as follows:

where the remaining number of reports to be issued in the Year is less than 12 but not less than 6:

$\dfrac{\text{Annual Charges}}{12}$	x	remaining number of reports to be issued in the Year in which the Registered User Portfolio Request is submitted	x	110%

where the remaining number of reports to be issued in the Year is less than 6 but not less than 2:

$\dfrac{\text{Annual Charges}}{12}$	x	remaining number of reports to be issued in the Year in which the Registered User Portfolio Request is submitted	x	125%

3.4 xoserve shall issue an invoice to the Customer in arrears for the Charges after the submission of each Registered User Portfolio Report to the Customer. In the case of the Annual Registered User Portfolio Report Service for monthly reports, invoices shall be issued by xoserve monthly in arrears.

3.5 Subject always to the other provisions of this Schedule and subject always to the Conditions, in the event that a Registered User Portfolio Report is not sent by xoserve by the due time as determined pursuant to paragraph 2.1 but is sent by no later than the tenth Business Day following the date on which it was due to be sent, the Charges due in respect of such Registered User Portfolio Report only shall be reduced to fifty per cent. (50%) of the Charges which would otherwise have been due. In the event that the relevant Registered User Portfolio Report is not sent by the end of the tenth Business Day following that on which it was due to be sent, the Charges due in respect of such Registered User Portfolio Report shall be nil but xoserve shall remain obliged to send the Registered User Portfolio Report as soon as reasonably practicable.

3.6 If the Customer has reason to consider that a Registered User Portfolio Report is corrupt or incomplete, it shall promptly inform xoserve of that fact and provide it with appropriate supporting evidence. xoserve shall then validate the Customer's claim and where it is found that such Registered User Portfolio Report is corrupt or incomplete (save in the case where due to an act or omission of the Customer), xoserve shall send a valid Registered User Portfolio Report within 20 Business Days of the date on which xoserve receives the Customer's claim. Should it fail to do so, all Charges due in respect of such Registered User Portfolio Report only shall be waived but xoserve shall remain obliged to send a valid Registered User Portfolio Report as soon as reasonably practicable.

3.7 For the purposes of this paragraph 3, 'sent' shall refer to the time of despatch by xoserve rather than the time of receipt by the Customer.

SCHEDULE 7

User Telephone Enquiry Service

Introduction

The User Telephone Enquiry Service (as defined below) is designed to provide customers with access to specific data held within the UK Link System in relation to specific Meter Point Reference Numbers via a telephone enquiry facility.

1.   **Definitions**

1.1   In this Schedule, the following words have the following meanings:

"Community"	means all users of the User Telephone Enquiry Service in aggregate;
"Core Hours"	means from 08.30 – ~~17.30~~17.00 hours Monday to Friday (excluding non Business Days);
"Customer Password"	means the password provided by the Customer to xoserve in its User Telephone Enquiry Service Request to enable xoserve to verify the identity of the Customer during the Telephone Call (as the same may be amended from time to time pursuant to the provisions of this Schedule 7);
"Meter Point Reference Number"	means the unique identifier for a Supply Meter Point;
"Supply Meter Point"	has the meaning given to it in the Uniform Network Code;
"Telephone Call"	means a single telephone call made by the Customer to the Telephone Number pursuant to the provisions of this Schedule 7;
"Telephone Number"	means the telephone number provided by xoserve to the Customer by which the Customer accesses the User Telephone Enquiry Service;
"UK Link System"	has the meaning given to it in the Uniform Network Code;
"User Telephone Enquiry Service"	means the telephone service provided by xoserve to the Customer in accordance with this Schedule 7, being the provision of specific data as held on the UK Link System in respect of specific Meter Point Reference Numbers;
"User Telephone Enquiry Service Planned Downtime"	means such period of time as the User Telephone Enquiry Service is unavailable during Core Hours in respect of which xoserve has given not less than four Business Days' notice by email to the Customer;
"User Telephone Enquiry Service Unplanned Downtime"	means such period of time as the User Telephone Enquiry Service is unavailable during Core Hours to the entire Community (excluding any periods of User Telephone Enquiry Service Planned Downtime, planned UK Link

downtime and User caused UK Link downtime);

"User Telephone Enquiry Service Volume Band"	means the band as notified by the Customer to xoserve in its User Telephone Enquiry Service Request (as such band may be amended from time to time pursuant to the provisions of paragraph 3.2), which band shall determine the number of Telephone Calls which the Customer is permitted to make to xoserve at the prescribed Charge over a Year;
"User Telephone Enquiry Service Request"	means a request made by a Customer to access the User Telephone Enquiry Service, detailing the User Telephone Enquiry Service Volume Band, the required User Telephone Enquiry Service Request Period and Customer Password, and submitted in the manner and format approved by xoserve (such request being the Service Request for the purpose of the Conditions);
"User Telephone Enquiry Service Request Acknowledgement"	means the message sent by xoserve to the Customer to confirm receipt of the User Telephone Enquiry Service Request and to confirm xoserve's agreement to provide the User Telephone Enquiry Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"User Telephone Enquiry Service Request Period"	means the period as stated in the User Telephone Enquiry Service Request (such period ending on 31 March in a Year) during which the Customer wishes to receive the benefit of the User Telephone Enquiry Service; and
"Year"	means each period of 12 months from 1 April to the following 31 March.

1.2   All other capitalised terms have the meanings given to them in the Conditions.

2.   **Provision of Service**

2.1   Subject always to:

2.1.1   there being a Contract between the Customer and xoserve;

2.1.2   the Customer having provided to xoserve a fully completed User Telephone Enquiry Service Request; and

2.1.3   xoserve having issued (or being deemed to have issued) a User Telephone Enquiry Service Request Acknowledgement,

xoserve shall, provided such disclosure is permitted, whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise:

(a)   (subject to provision on each occasion of the correct Customer Password), provide the specific data to the Customer as requested in a Telephone Call for up to three Meter Point Reference Numbers and no more than five data items for each Meter Point Reference Number per Telephone Call. All information and data provided by

xoserve during a Telephone Call shall be based on the data held on the UK Link System as at the date of the Telephone Call; and

(b)　　　(subject to receipt of written notification of such in the Customer's name) amend the Customer Password as requested from time to time.

2.2　　If the correct Customer Password is provided at the start of the Telephone Call, xoserve shall be entitled to regard that Telephone Call as being authorised by the Customer and such call ~~with~~will count towards the number of Telephone Calls placed by the Customer during a Year for the purposes of paragraphs 3 and 4.

2.3　　Subject to any early termination rights within the Contract, the User Telephone Enquiry Service will continue for the User Telephone Enquiry Service Request Period or otherwise until such time as the Customer terminates the User Telephone Enquiry Service Request by giving xoserve notice in writing of its intention to terminate in accordance with clause 10.1 of the Conditions.

2.4　　In the event that the User Telephone Enquiry Service is terminated for whatever reason pursuant to the Conditions prior to the end of a Year then (save where such termination was as a result of a material breach by, or the insolvency of, xoserve or an alteration of the Conditions or of this (but not any other) Service Schedule pursuant to clause 3.1 of the Conditions) the Customer shall pay to xoserve an early termination fee calculated as being 10% of the monthly Charges which would otherwise have been due in respect of the remaining period for that Year.

2.5　　~~xoserve shall use its reasonable endeavours to achieve the~~The following performance measures shall apply for the User Telephone Enquiry Service:

2.5.1　　for each calendar month, xoserve shall ensure that User Telephone Enquiry Service Unplanned Downtime is no more than 5% of the total Core Hours in that month;

2.5.2　　for each calendar month, xoserve shall ensure that 90% of all Telephone Calls from the Community are answered within 30 seconds of the Telephone Call being received by xoserve; and

2.5.3　　for each Customer Password amendment request, xoserve shall amend the Customer Password within 2 Business Days of receipt by xoserve of the written request from the Customer or (if later) by such other date as may be agreed by the Customer and xoserve.

3.　　**User Telephone Enquiry Service Volume Band**

3.1　　When submitting its User Telephone Enquiry Service Request, the Customer shall specify its User Telephone Enquiry Service Volume Band, being one or more of the following:

User Telephone Enquiry Service Volume Band	Maximum Number of Telephone Calls Permitted per Year at the prescribed monthly Charge*
Band A	0
Band B	1,000
Band C	5,000
Band D	20,000
Band E	50,000
Band F	70,000
Band G	150,000
Band H	250,000

* The Customer may not in any one calendar month make Telephone Calls at the prescribed monthly Charge in excess of 15% of such maximum numbers. Any excess calls will be charged for by xoserve in accordance with paragraph 4.2.2 below and will not be included within any assessment as to whether the Customer has exceeded the maximum number of Telephone Calls permitted by its selected User Telephone Enquiry Service Volume Band in any Year.

Where a Customer submits a User Telephone Enquiry Service Request during the course of a Year, then in respect of the Year in which the User Telephone Service Request is submitted, the maximum number of Telephone Calls permitted for each User Telephone Enquiry Service Volume Band shall be reduced proportionately based upon the number of complete calendar months remaining in the Year in which the User Telephone Enquiry Service Request Acknowledgement is submitted.

3.2   The Customer may change its User Telephone Enquiry Service Volume Band upon not less than 20 Business Days' written notice, such notice to have effect from the first day of a calendar month. If the Customer alters its User Telephone Enquiry Service Volume Band part way through a Year, the maximum number of Telephone Calls permitted in respect of the selected new User Telephone Enquiry Service Volume Band (as set out in the table at paragraph 3.1 above) shall be reduced proportionately based upon the number of complete calendar months remaining in the Year in which the Customer's notice to change its User Telephone Enquiry Service Volume Band is to take effect. Where the amended User Telephone Enquiry Service Volume Band is to be decreased as a consequence of such notice, the Customer shall pay to xoserve an administration fee of £500,as set out in the then applicable Agency Charging Statement, such fee to be invoiced by xoserve following receipt of the Customer's request for the change.

3.3   The selection of the User Telephone Enquiry Service Volume Band determines the level of the Charges payable by the Customer for the User Telephone Enquiry Service. If the number of Telephone Calls placed by the Customer in any one Year exceeds the maximum number of calls permitted for the chosen User Telephone Enquiry Service Volume Band, xoserve will continue to respond to any Telephone Calls placed by the Customer but may charge for such additional Telephone Calls in accordance with the rates set out in the Agency Charging Statement in force as at the date xoserve issues its invoice for such excess Telephone Calls.

3.4   There is no obligation on xoserve towill inform the Customer whether the number of Telephone Calls it has placed in any Year exceedsas soon as reasonably practicable after the Customer has exceeded the maximum number of telephone calls permitted in a Year for its chosen User Telephone Enquiry Service Volume Band. xoserve will not inform the Customer if it exceeds the maximum level of calls permitted in any calendar month.

3.5   There shall be no performance measures and no Charge reductions in respect of User Telephone Enquiry Service Volume Band A.

4.   **Charging**

4.1   Other than in respect of any Telephone Calls which exceed the Customer's selected User Telephone Enquiry Service Volume Band, the Charges in respect of the first Year (or part thereof) for the User Telephone Enquiry Service are as set out in the Agency Charging Statement in force as at the date on which xoserve issues its User Telephone Enquiry Service Request Acknowledgement and shall be due in respect of every complete calendar month remaining in the Year in which the User Telephone Enquiry Service Request Acknowledgement is submitted. The Charges for the User Telephone Enquiry Service will be revised as from 1 April of each Year in which the Customer takes up the User Telephone Enquiry Service, the revised Charges to be as set out in the Agency Charging Statement in force as of 1 April of that Year. If the Customer alters its User Telephone Enquiry Service Volume Band during a Year, the Charges shall be those set out in the Agency Charging Statement applicable as at the date the banding change takes effect.

4.2   The Charges comprise:

    4.2.1   a monthly charge based upon the User Telephone Enquiry Service Volume Band for which the Customer has subscribed at the time of the relevant Telephone Call; and

    4.2.2   a charge for any Telephone Calls made in excess of either (i) the maximum number of Telephone Calls permitted for that User Telephone Enquiry Service Volume Band or (ii) 15% of such maximum number in any calendar month, in each case such charges to be invoiced monthly in arrears and to be calculated based on the sums set out in the Agency Charging Statement in force as at the date of xoserve's invoice for the additional Telephone Calls.

4.3   Subject always to the other provisions of this Schedule and subject always to the Conditions, in the event that xoserve fails to meet the performance measures provided in paragraph 2.5 above, the Charges shall be reduced as follows:

    4.3.1   in the event that the User Telephone Enquiry Service Unplanned Downtime is more than 5% of the total Core Hours in a month, the monthly Charge shall be reduced in accordance with the provisions of the following table in respect of the month in which the unavailability occurred:

User Telephone Enquiry Service Unplanned Downtime in a calendar month (as a percentage of total Core Hours in that month)	Reduction applied to monthly Charge
5% or less	0%
5.01 – 10%	20%
10.01 – 15%	35%
15.01 – 20%	50%
20.01 – 30%	60%
30.01 – 50%	70%
More than 50%	90%

        (a)   in the event that in any calendar month less than 90% of all Telephone Calls from the Community are answered within 30 seconds of the Telephone Call being received by xoserve then the monthly Charge shall be reduced in accordance with the provisions

of the following table in respect of the month in which such failure occurred:

Percentage of all Telephone Calls from the Community not answered within 30 seconds of the Telephone Call being received by xoserve	Reduction applied to monthly Charge
10% or less	0%
10.01 – 20%	20%
20.01 – 40%	40%
40.01 – 50%	60%
More than 50%	90%

4.4   For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that there is any failure to amend the Customer Password in accordance with the provisions of paragraph 2.5.3, nor shall xoserve incur any liability as a consequence thereof.

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Rendering set	Standard

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Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved to	6
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