

DSC Terms and Conditions v 1 ([date])

1 Context

- 1.1 This document is, and comprises, the DSC Terms and Conditions as referred to in the DSC Agreement and the Code DSC Provisions.
- 1.2 The DSC Terms and Conditions may be amended from time to time pursuant to the Code DSC Provisions, but not otherwise.

2 Interpretation and Definitions

- 2.1 Any capitalised term used in the DSC shall have the meaning given to it in the DSC. Any capitalised term used in the DSC that is not defined in the DSC shall have any meaning given to it, and be interpreted in accordance with, the Uniform Network Code.
- 2.2 In the DSC (including each DSC Service Document), the following terms shall have the following meanings:

Accession Agreement means an agreement between the Authorised Person (on its own behalf and on behalf of all other Parties) and an Applicant, in the form in the Annex to the DSC Agreement;

Accession Requirements means the applicable requirements to be complied with by an Applicant pursuant to the DSC Terms and Conditions before the Applicant may accede to the DSC Agreement, as set out in Clause 4.3;

Agency Services means the services identified as such in the Service Description;

Applicant means a person (other than a Party) who wishes to be admitted as a New Party and to accede to the DSC Agreement;

Authorised Person means the person specified as such in the DSC Terms and Conditions;

Bespoke Services Policy means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

Budget and Charging Methodology means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

Business Day means a day (other than a Saturday or a Sunday) on which banks are open in London, England for the transaction of general business;

CDSP means Xoserve Limited (company number 05046877) whose registered office is at 1-3 Strand, London, WC2N 5EH, being the person appointed by the Transporters pursuant to [Standard Special Condition [/] of the Gas Transporter's Licences];

CDSP Services means all services provided by the CDSP, both Services provided to Customers pursuant to the DSC and services provided other than pursuant to the DSC, from time to time;

Comment [1]: This may be two separate documents.

Comment [2]: Consider whether these should be aligned to Gas Days.

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Change Control Procedures means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

Contract Data means data (that are not Party Data or Service Data) concerning the contract management, reporting and governance of the DSC, including performance data, billing data in connection with CDSP's charges, periodic and specific reports generated by or on behalf of the CDSP, and minutes of governance meetings;

Contract Management and Reporting Arrangements means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

Code DSC Provisions means the provisions of the Uniform Network Code for the establishment and governance of the DSC, including TPD Section GTB7 and Section [/] of the Transition Document;

Competent Authority means the Authority, or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the European Communities which has jurisdiction over the CDSP or Customer (as the case may be) or the subject matter of the DSC;

Controller Data means all personal data that are:

- (a) supplied or in respect of which access is granted to the data processor (or any Sub-processor) by the data controller; or
- (b) produced or generated by or on behalf of the data processor (or any Sub-processor) in connection with the Services under the DSC;

[Credit Policy] means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC];

Customer means a Party that is not the CDSP, and **Customers** shall be construed accordingly;

Customer Dispute Process means the process set out in Contract Management and Reporting Arrangements for addressing certain disputes arising between the CDSP and a Customer;

Data Breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Controller Data, or unlawful processing, disclosure of, or access to, Controller Data;

Data Protection Law means the DP Directives (as amended or replaced from time to time) and any applicable national or international data privacy and data protection laws and regulations in any territory in which the Services are provided or used, including the Regulation;

Default means any breach of the obligations of a Customer (including, but not limited to, fundamental breach or breach of a fundamental term or breach of warranty) or any default, act, omission, negligence or statement of that Customer, its staff, agents or sub-contractors in connection with or in relation to the subject matter of the DSC and in respect of which that Customer is liable to all or any of the other Parties;

Comment [3]: "Services" will need be defined to clearly set out the purposes of processing personal data and the nature and underlying activities or tasks.

Comment [4]: Pending CDSP decision on the Credit Policy.

Comment [5]: As a result of Brexit, it is currently unclear to what extent the Regulation will apply to the UK – and from when. It is currently assumed, however, that – for reasons of international data protection and security good practice – provisions of the Regulation (or provision similar to those) are likely to apply in the UK at some point in the near future.

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Direct Services means the services identified as such in the Service Description;

Directive means any present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force), and any modification, extension or replacement thereof;

Disclosing Party has the meaning given to it in Clause 9.1;

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DP Directives means the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);

DSC or Data Services Contract means the contract which is constituted by and comprises the DSC Agreement, the DSC Terms and Conditions and each DSC Service Document, as may be acceded to by any New Party or in relation to which any Party may become a Withdrawing Party from time to time;

DSC Agreement means the agreement of that title entered into by the CDSP and certain other persons on or around the [insert date] and pursuant to which the parties to it agreed to give effect to and be bound by the DSC Terms and Conditions;

DSC Service Document means each of the Budget and Charging Methodology, Service Description, UK Link Manual, Change Control Procedures, Contract Management and Reporting Arrangements, Bespoke Services Policy, Third Party Services Policy, DSC Transition Document and [other DSC Service Documents], and the **DSC Service Documents** means all of them;

DSC Terms and Conditions means this document [and the terms comprising it];

DSC Transition Document means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

Comment [6]: This will contain transitional provisions for the commencement of the DSC and run-off of ASA etc. To consider in this context the extent to which liabilities should be retained by GTs.

DSC Voluntary Exit Requirements has the meaning given to it in Clause 16.2;

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DSC Year means a year commencing on 1 April;

Force Majeure Event means any cause or circumstance beyond the reasonable control of a Party which results in or causes the failure by that Party to perform any one or more of its obligations under the DSC, if that failure could not have been prevented or overcome by that Party acting reasonably and prudently, including complying with all business continuity obligations under this DSC;

Gas Transporter's Licence means a licence granted or treated as granted under Section 7(2) of the Gas Act 1986, and **Gas Transporter's Licences** shall be construed accordingly;

IPR means any right, title or interest in patents, utility models, inventions, copyright, moral rights, trade marks, business names and domain names, get-up, goodwill, designs, computer software or circuit layouts, database rights and all other intellectual property, and the right to sue for passing off, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, whether legal or beneficial;

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Invoice means [to be completed];

Invoiced Service Charges means Services Charges for which the CDSP has issued an invoice to a Customer pursuant to the DSC;

Insolvency Event means the occurrence of any one or more of the following events or circumstances in respect of a Customer:

- (c) it becomes unable or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (d) it proposes or makes any arrangement or composition with or assignment or moratorium for the benefit of its creditors generally or any class of creditors;
- (e) it passes a resolution or takes or is subject to any other step (including any court application or order) with a view to its winding up or dissolution (otherwise than for the purpose of solvent reconstruction or amalgamation or pursuant to a frivolous or vexatious winding up petition provided the same is dismissed within seven (7) days), or the appointment in respect of it or any of its assets of a trustee, supervisor, administrative or other receiver, administrator, provisional liquidator or liquidator;
- (f) it suffers a third party taking possession over all or (with the exception, in the reasonable opinion of CDSP, of any such action having a "de minimis" effect) a part of its assets;
- (g) if any event analogous to those referred to in paragraphs (c) to (f) occurs in any other jurisdiction;

Legal Requirement means any Act of Parliament, regulation, licence, or Directive of a Competent Authority, and **Legal Requirements** shall be construed accordingly;

Licence Condition means [to be completed];

New Party means a person admitted as an additional party to the DSC Agreement after [1 April 2017];

Original Parties means the persons whose names are set out in the DSC Agreement;

Party Data means data (that are not Contract Data or Services Data) that, as between the Parties, are owned by or licensed to a Party, including a Party's corporate data, back office and similar data, personal data relating to its staff, and, in the case of the CDSP, third party data processed by the CDSP for the purposes of performing its obligations under the DSC;

Parties means the parties to the DSC Agreement from time to time, and **Party** means any of them;

Receiving Party has the meaning given to it in Clause 9.1;

Receiving Party's Staff means any employees and directors of the Receiving Party, any the Receiving Party Group Company, and any contractors, representatives, agents or third parties engaged by the Receiving Party to perform any part of the DSC;

Receiving Party Group Company means the Receiving Party's subsidiaries, holding companies and/or subsidiaries of such holding companies as they may change from time to time, "subsidiary" and "holding company" having the meaning ascribed to them in Section 1159 of the Companies Act 2006 as amended from time to time; **Regulation** means

Comment [7]: This tracks the approach taken and definitions in the Uniform Network Code for consistency

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Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as and when it becomes applicable;

Relevant Provision of the Uniform Network Code means [a provision of the Uniform Network Code which:

- (a) expressly refers to the CDSP, and
- (b) is expressed to impose or confer a right, benefit, [obligation, discretion, judgement, opinion or choice] on the CDSP, or on a Customer or Customers in relation to the CDSP.

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Relevant Provisions of the Uniform Network Code include [to include examples from GTB7];

Comment [8]: To be considered (including whether it would be preferable to include an exhaustive list) once the Uniform Network Code GTB7 modification has been finalised.

Service Description means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

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Service Charges means the charges payable by Customers for Services from time to time;

Services means services provided by the CDSP to Customers pursuant to the DSC;

Services Data means any data (that are not Contract Data or Party Data) processed by: (a) the CDSP for the purposes of providing; or (b) by any Customer for the purposes of receiving, any of the Services, in line with the Services Description, including supply point data, metering data, volume data, and end user data;

Comment [9]: To consider Gemini in this context.

Statement of DSC Service Charges means the prevailing statement of Service Charges established for a DSC Year pursuant to the Budget and Charging Methodology;

Sub-processor means a third party (including an affiliate) engaged by the data processor, who processes Controller Data for the purpose of providing the Services on the data processor's behalf;

Supervisory Authority means any competent data protection or privacy authority in any jurisdiction in which the data controller is established, the data processor provides the Services and/or in which the data processor processes personal data;

Supply Arrangement means a contract between the CDSP and a person (whether a UNC Party or a third party) for the provision by that person of goods and / or services in connection with the performance of all or any part of the CDSP's rights or obligations under the DSC (including the sub-contracting of any such rights and / or obligations), and **Supply Arrangements** shall be construed accordingly;

Third Party Services Policy means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

UK Link Enhancements has the meaning set out in Clause 7.7(a);

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UK Link Manual means the document of that title dated [date] and designated pursuant to the Code DSC Provisions, as such document may be amended from time to time in accordance with the DSC;

UNC Party means a 'Party' to and as defined in the Uniform Network Code;

Uniform Network Code or **UNC** means the Uniform Network Code prepared pursuant to Standard Special Condition A11(6) of the Gas Transporter's Licences, as from time to time modified;

Withdrawal Date means the date on which a Customer becomes a Withdrawing Party;

Withdrawing Party means a Customer that ceases to be a Party;

Withdrawal Requirements has the meaning given to it in Clause 17.2;

2.3 In the DSC (including each DSC Service Document):

- (a) Headings are for reference only and shall not affect the construction of the DSC;
- (b) Words importing one gender include any other and words in the singular include the plural and vice versa and references to a person include any individual, firm or body corporate, joint venture, government state or agency of a state or any partnership or association (whether or not having a separate legal personality);
- (c) Where reference is made to a statutory provision, this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it;
- (d) Unless otherwise stated, a reference to a Clause is to a clause of the DSC Agreement or the DSC Terms and Conditions (as the case may be); to an Annex is to an annex to the DSC Agreement; to a Paragraph is to a paragraph of the relevant DSC Service Document; and to an Appendix is to an appendix to a DSC Service Document;
- (e) Except to the extent expressly stated otherwise in the DSC, in the event of any conflict or inconsistency between any documents or provisions contained in the DSC, such conflict or inconsistency shall be resolved by applying the documents or provisions in the following order:
 - (i) [the DSC Agreement;
 - (ii) the DSC Terms and Conditions;
 - (iii) the Service Documents];
- (f) Any reference to a **TPD Section** or **GT Section** means a reference to a section respectively of the Transportation Principal Document part or the General Terms part of the Uniform Network Code.
- (g) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (h) Personal data, sensitive personal data, data controller, data processor, processing and data subject shall bear the meaning ascribed under the Data Protection Act 1998 or the Regulation (as applicable), and the term process shall be construed accordingly.
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3 Key Provisions

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- 3.1 The CDSP shall provide Services to Customers in accordance with the DSC.
- 3.2 Each Customer shall pay Service Charges to the CDSP in accordance with the DSC.
- 3.3 Each of the DSC Service Documents is hereby given effect and forms an integral part of the DSC; and the Parties shall be bound by, and each Party agrees to comply with, each of the DSC Service Documents.
- 3.4 Each Relevant Provision of the Uniform Network Code is given effect and made binding as between the CDSP and each Customer to whom such Relevant Provision applies as if the Relevant Provision were incorporated into the DSC. In the event of any conflict or inconsistency between any Relevant Provision and any provision contained in the DSC, the Relevant Provision shall take precedence.
- 3.5 The CDSP shall not be, or be appointed as, agent of any Customer except to the extent that the Uniform Network Code or a DSC Service Document expressly provides that the CDSP shall be, and be appointed as, agent of such Customer.
- 3.6 To the extent that the Uniform Network Code or a DSC Service Document expressly provides that the CDSP shall be, and be appointed as, agent of any Customer, each such Customer:
- (a) hereby appoints the CDSP as that Customer's agent; and
- (b) agrees to indemnify and keep indemnified and hold harmless the CDSP in respect of any claim, loss, demand, expenses (including legal costs and expenses) fines or other liability incurred or suffered by the CDSP or its directors or personnel whatsoever and howsoever arising as a result of or in connection with the CDSP's performance of such agency.

Comment [10]: Additional words for consistency with paragraph 7.5.4 of the updated Section GTB7 of the Uniform Network Code.

Clause 3.4 as a whole (and the definition of Relevant Provision) has been inserted for consistency with the updated Section GTB7 of the Uniform Network Code. Subject to further consideration once that section has been agreed.

- 3.7 [The CDSP shall provide [or otherwise procure] the CDSP Services effectively to help facilitate the efficient and integrated operation of the gas industry.]

Comment [11]: Language will be necessary to ensure compliance with the new licence condition. For the time being, paragraph 7.8.3(b) of the updated Section GTB7 has been replicated here but will likely be subject to change in the future.

4 Accession

- 4.1 From time to time, an Applicant may be admitted as a New Party, accede to the DSC Agreement and become a Customer, by entering into an Accession Agreement, subject to and in accordance with this Clause 4.

Comment [12]: This will not apply when the DSC Agreement is first signed, as transitional requirements will apply instead.

Comment [13]: Changes to Clause 4 for consideration and reconciliation with the DSC Agreement.

- 4.2 An Applicant may not:

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- (a) be admitted as a New Party (except as provided in Clause 4.6); or
- (b) become a Customer,

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unless the Accession Requirements are satisfied in relation to that Applicant.

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- 4.3 The Accession Requirements are that the Applicant:

- (a) subject to Clause 4.4, is a UNC Party (that is, party to a Network Code);
- (b) has complied with the provisions of the Credit Policy which are stated to be conditions of becoming a Customer;
- (c) has provided to the CDSP the information required in Clause 4.5;

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- (d) complies with the requirements of the UK Link Manual which are stated to be conditions of becoming a Customer; and
- has paid the applicable accession charge as stated in the prevailing Statement of DSC Service Charges.

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- 4.4 The requirement in Clause 4.3(a) is satisfied if the Applicant will become a UNC Party subject only to the condition that it becomes a New Party.

4.5 The information required to be provided by an Applicant is:

- (a) the information to be provided by the Applicant in order to become a UNC Party; and
- (b) [to be completed – further information which the CDSP requires (if any)].

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4.6 [The CDSP may permit an Applicant to accede to the DSC Agreement before all or any of the Accession Requirements are satisfied, but without prejudice to Clause 4.2(b).]

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Comment [14]: For consideration.

4.7 The Parties acknowledge that (pursuant to the Service Description) the CDSP will manage on behalf of National Grid Gas the procedure pursuant to which a person may become a UNC Party; and accordingly it is agreed that:

- (a) an application by any person to become a UNC Party shall operate as an application (by such person as Applicant) to become a New Party and Customer;
- (b) the CDSP on behalf of National Grid Gas may include in the prescribed form of application for the purposes of the Uniform Network Code such provision as is appropriate for the purposes of Clause 4.7(a); and
- (c) the CDSP shall operate a single coordinated procedure for the admission of such a person as UNC Party and New Party and for such person to become a User or DN Operator or Independent Gas Transporter (as the case may be) and a Customer.

4.8 A New Party shall become a Customer with effect from the date on which the New Party becomes a User or DN Operator or Independent Gas Transporter (as the case may be) for the purposes of and as provided in the Uniform Network Code.

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4.9 Notice given (pursuant to the Uniform Network Code) to UNC Parties by the CDSP on behalf of National Grid Gas that a person has become a User or DN Operator or Independent Gas Transporter (as the case may be) shall operate as notice that such person (as Applicant) has become a Customer.

4.10 For the purposes of the DSC, the Authorised Person is the CDSP.

5 Invoicing and Payment

5.1 Except to the extent that the Budget and Charging Methodology expressly provides otherwise:

- (a) in accordance with and by the date specified in the Budget and Charging Methodology, the CDSP shall submit one or more Invoices to each Customer for the Service Charges payable in respect of Services provided or to be provided to the Customer during a month; and
- (b) each Invoice submitted by the CDSP shall be in the format specified in the Budget and Charging Methodology.

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5.2 Each Customer shall, within 10 Business Days following the date of the invoice, pay each invoice submitted by the CDSP in full and in cleared funds to a bank account nominated in writing by the CDSP. No sum payable due from a Customer under the DSC shall be subject to any deduction, set off or withholding of any nature except to the extent expressly permitted pursuant to the DSC.

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5.3 Each Customer shall notify the CDSP within seven (7) Business Days after receipt of an invoice that it disputes the invoice or if it considers that any part of the invoice is incorrect. Notwithstanding that it disputes the invoice, the Customer concerned shall (except in the case of manifest error) in any event pay the amount of such invoice in accordance with this Clause and the disputed portion of the invoice shall be referred for resolution in accordance with the Customer Dispute Process. Where, upon the resolution of the dispute, it is agreed or determined that any amount or part of any disputed portion of an invoice should not have been paid, the CDSP shall include adjustments (together with interest as accrued on a daily basis on such adjustments as calculated in accordance with Clause 5.4(a) from the date on which payment was made or, if later, the due date for payment of the relevant invoice) necessary to reflect the disputed amount agreed or determined to be due to the Customer in the next invoice submitted by the CDSP following resolution of that dispute, or as otherwise agreed between CDSP and the Customer concerned.

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Comment [15]: Updated to adopt a "pay first (absent any manifest error), dispute later" approach as suggested in the previous draft of the DSC Terms and Conditions.

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Comment [16]: Updated as per the "DSC – Default" paper dated 26 May 2016.

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5.4 If a Customer fails to pay any sum by the due date for payment in accordance with the DSC:

(a) the Customer shall pay interest to the CDSP on that sum (before as well as after judgment) at the prevailing rate of statutory interest (as defined in the Late Payment of Commercial Debts (Interest) Act 1998) on the day the payment became due, that interest to be calculated on a daily basis from the date upon which such sum became due, to be compounded with monthly rests and to be payable on demand provided that the interest referred to in this Clause 5.4(a), shall be treated as a contractual remedy and not as statutory interest.

(b) the Customer shall in addition pay the CDSP in respect of the sum in question an administration charge of five hundred pounds sterling (£500);

(c) [the CDSP may notify such of the other Parties as the CDSP may determine from time to time of such failure in accordance with the Credit Policy;

(d) the CDSP may adjust the due date for payment of invoices submitted after the date of the invoice in respect of such sum in accordance with the Credit Policy;

(e) the CDSP may request further security from the Customer in accordance with the Credit Policy;

(f) the CDSP may realise the security provided by the Customer pursuant to the DSC in accordance with the Credit Policy;

(g) subject to Clause 5.5, the CDSP may:

(i) if the Customer is not a [Transporter or IGT], reject any Supply Point Nominations, Supply Point Confirmations and Capacity Revision Applications to be processed for the Customer as part of the Services; and

(ii) suspend any Individual Customer Services to the extent that they are to be provided by the CDSP to the Customer pursuant to the DSC,

until the Customer has paid such sum in accordance with the DSC and / or the Customer has complied with the Credit Policy; and

Comment [17]: For discussion whether it might be more appropriate to notify a [credit committee] instead (in which case there may be scope to consolidate with Clause 5.5(a)).

Role of that credit committee to be discussed.

In addition, to consider the mechanic for notifying the default for the purposes of determining whether there is a User Default under the Uniform Network Code.

Comment [18]: The language of Clauses 5.4(e) and (f) may need updating in due course to correspond with the language used in the Credit Policy.

Comment [19]: To consider whether there are other categories of Customer to whom this should also apply.

Comment [20]: Bespoke Individual Customer Services are a subset of Individual Customer Services so they have not been expressly called out (as in the "DSC – Default" note dated 26 May 2016).

Comment [21]: For discussion whether the CDSP's remedies should also include termination of services.

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- (h) if the Customer is a Transporter or IGT, the CDSP may notify such of the Users as the CDSP may (in its sole discretion) determine from time to time and the Authority of such failure.

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5.5 Where a Customer fails to pay any sum by the due date for payment in accordance with the DSC and the CDSP wishes to exercise its rights pursuant to Clause 5.4(g), the CDSP shall:

- (a) first notify the [credit committee] of such failure and the extent to which the CDSP wishes to exercise its rights pursuant to Clause 5.4(g) in accordance with the Credit Policy; and
- (b) only exercise its rights pursuant to Clause 5.4(g) to the extent that the [credit committee] either:
- (i) directs the CDSP to do so; or
- (ii) does not, within [] Business Days of being notified of such failure, notify the CDSP in writing that it objects to the proposed exercise of the CDSP's rights pursuant to Clause 5.4(g).]

Comment [22]: For consideration whether it may be preferable to transfer Clauses 5.4 and 5.5 into the Credit Policy.

Overall relationship between Clause 5 and the Credit Policy to also be considered.

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Comment [23]: To be considered / reconciled with the UK Link Manual, and positions reflected in the UK Link Manual, in due course.

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6 UK Link

[This Clause may be updated depending on the final position on the UK Link elements of the Change Control Procedures]

6.1 The CDSP shall (or shall procure that third parties shall) establish and operate UK Link.

6.2 The CDSP shall permit a Customer to access and use UK Link in accordance with, and on the terms of, [Section U of the Uniform Network Code and] the UK Link Manual.

6.3 Each Customer shall, at all times, comply with [the relevant requirements of Section U of the Uniform Network Code and] the provisions of the UK Link Manual. In the event that a Customer fails to do so, the CDSP shall be entitled to exercise its rights pursuant to the UK Link Manual in connection with a Customer failure to comply with [the relevant requirements of Section U of the Uniform Network Code and] the provisions of the UK Link Manual.

6.4 Each Customer acknowledges and agrees that the CDSP may from time to time permit third parties to access and use UK Link in accordance with the UK Link Manual.

7 Intellectual Property Rights

7.1 Save as expressly set out in these DSC Terms and Conditions:

- (a) the DSC does not assign any IPR existing prior to the Effective Date; and
- (b) no Party shall assert ownership of any pre-existing IPR of any other Party.

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7.2 Services Data

- (a) Subject to Clauses 7.2(b) and 7.5, the CDSP shall not acquire any IPR or other rights in any Services Data, including any Services Data provided by or on behalf of any Customer that are adapted, modified or enhanced by or on behalf of the CDSP.

(b) In the case of Direct Services only, as between the CDSP and each Customer, all IPR in any Services Data created by or on behalf of the CDSP or its sub-contractors, suppliers or agents (including any data adaptations, modifications and enhancements) shall be owned by the CDSP.

(c) For the avoidance of doubt, as between Customers, the IPR and related rights position in respect of Services Data is governed by the Uniform Network Code.

7.3 Contract Data

As between the CDSP and each Customer, all IPR in Contract Data created by or on behalf of the CDSP or its sub-contractors, suppliers or agents shall be owned by the CDSP.

7.4 Party Data

Subject to Clauses 7.5(a) and 7.6(a), no Party shall acquire any IPR or other rights in any Party Data of another Party.

7.5 Grant of licence to CDSP

Each Customer hereby grants to the CDSP:

(a) a royalty free, non-exclusive, irrevocable licence to Use all Services Data (excluding those referred to in Clause 7.2(b)) and Party Data provided to the CDSP by or on behalf of the relevant Customer or otherwise; and

(b) the full power to sub-license or assign the rights granted under Clause 7.5(a) to:

(i) any sub-contractor, supplier and other third party; and

(ii) any other Customer;

for the purposes only of the CDSP providing CDSP Services and performing its obligations and exercising its rights under or in connection with the DSC.

7.6 Grant of licence to Customers

[The CDSP hereby grants to each Customer:

(a) a royalty free, non-exclusive licence to Use all Services Data referred to in Clause 7.2(b), Contract Data and Party Data provided to that Customer by or on behalf of the CDSP; and

(b) the full power to sub-license or assign the rights granted under Clause 7.6(a) to:

(i) any sub-contractor, supplier and other third party;

(ii) any other Customer;

for the purposes only of the Customer performing its obligations and exercising its rights under or in connection with the DSC.

7.7 UK Link

(a) As between the CDSP and Customers, all IPR in UK Link, including any additions, developments and enhancements to UK Link created by or on behalf of the CDSP (the

Comment [24]: To be considered in relation to transition.

Comment [25]: Overlap with paragraph 4 of Part B of the UK Link Manual to be resolved in due course.

More generally, the DSC Terms and Conditions are subject to update to take account of / incorporate other potentially relevant terms in relation to UK Link (e.g. user terms).

System Enhancements shall be owned by (or, in the case of [Gemini], licensed to) the CDSP, excluding, for the avoidance of doubt, the IPR in any data, which is governed by the other provisions of this Clause 7. The CDSP shall procure that it owns, or is licensed to use in the provision of the Services, UK Link and any UK Link Enhancements.

(b) The CDSP hereby grants to each Customer:

(i) a non-exclusive licence to access such of UK Link as are required:

(aa) to use, access and receive the Services; and

(bb) for the purposes of [the Gas Supply Network] fulfilling their obligations under the Uniform Network Code in connection with the Services.

(ii) the full power to grant to [Users] sub-licences (on terms which are more restrictive than or the same as those of the licence referred to in Clause 7.7(b)(i)), as required under the Uniform Network Code.

8 Data Security and Protection

8.1 When acting as a data processor, the relevant Party shall:

(a) process Controller Data:

(i) only on the documented instructions of the data controller. For the purposes of the DSC, those instructions are as set out in this Clause 8, the Service Description, or as otherwise notified in writing by the data controller to the data processor. The data processor reserves the right to charge the data controller for any material change or addition to the instructions set out in the DSC; and

(ii) as required by European Union or English law applicable to the data processor, in which case the data processor shall first inform the data controller of the legal requirement, unless that law prohibits such prior notification;

(b) not engage any Sub-processor if such engagement will have a material adverse effect on the data controller;

(c) not transfer any Controller Data to any country or territory outside the European Economic Area without obtaining the prior written consent of the data controller and provided that such transfer also complies with Data Protection Law;

(d) implement appropriate technical and organisational measures to ensure the security of the Controller Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage; and

(e) permit the data controller, or a third party auditor acting on the data controller's behalf and bound by a confidentiality agreement that is acceptable to the data processor, to conduct, at the data controller's cost, annual audits concerning the data processor's compliance with the DSC. The data controller is entitled to more frequent audits if

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this is required by Data Protection Law. The data processor may provide sufficient evidence of its compliance with these procedures in lieu of conducting any such audits.

8.2 In addition to Clause 8.1, when acting as a data processor, the relevant Party shall:

- (a) where this is technically possible, implement appropriate technical and organisational measures and provide the data controller with assistance in promptly complying with any data subject right requests (including access requests) received by the data controller in respect of the Controller Data. Such assistance shall involve following the data controller's detailed written instructions to release, modify or delete, or restrict access to, the Controller Data. The data processor reserves the right to charge the data controller for its compliance with this Clause 8.2(a).
- (b) notify the data controller without undue delay if it becomes aware of any Data Breach that, in its reasonable opinion, is likely to result in a risk to the rights and freedoms of natural persons. Such notification shall include the following information, to the extent it is available:
 - (i) the nature of the Data Breach;
 - (ii) the nature of the personal data affected;
 - (iii) the categories and number of data subjects concerned;
 - (iv) the approximate number of personal data records concerned; and
 - (v) measures taken or proposed to be taken by the data processor to address the Data Breach.
- (c) on request of the data controller, provide a summary of the technical and organisational security measures it has implemented under Clause 8.1(d) in respect of the Controller Data;
- (d) notify the data controller prior to adopting any new type of processing in respect of Controller Data that, in the data processor's reasonable opinion, is likely to result in a risk to the rights and freedoms of natural persons;
- (e) assist the data controller in preparing a data protection impact assessment in respect of any new type of processing proposed to be performed under the DSC. The data processor reserves the right to charge the data controller for its compliance with this Clause 8.2(e); and
- (f) provide reasonable assistance to the data controller where the data controller is required by law to consult a Supervisory Authority regarding any new type of processing proposed under Clause 8.2(d). The data processor reserves the right to charge the data controller for its compliance with this Clause 8.2(f).

8.3 When acting as a data controller, the relevant Party shall provide the data processor with such assistance and co-operation as the data processor may reasonably request to enable the data processor to comply with its obligations under Data Protection Law and the DSC, including the following:

- (a) on request of the data processor, promptly providing all information necessary for the data processor to comply with any obligations imposed on it by Data Protection Law or the DSC in relation to the Controller Data; and

- (b) informing the data processor immediately in writing of any enquiry, complaint, notice or other communication it receives from any Supervisory Authority (including the Information Commissioner's Office) or any data subject relating to the performance of the Services by the data processor.

8.4 The data controller warrants that:

- (a) it shall at all times collect, transfer to the data processor and otherwise process all Controller Data in accordance with Data Protection Law and the DSC;
- (b) without limiting 8.4(a), it has provided all required notices and obtained all required consents from affected data subjects; and
- (c) in light of the nature of the Controller Data, the technical and organisational security measures that the data controller has adopted and the data processor has implemented under Clause 8.1(d) ensure a level of security appropriate to the risk.

9 Confidentiality

9.1 Subject to Clauses 9.5 and 9.6, each Party (the Receiving Party) shall treat as confidential all information (including Party Data) obtained from any other Party (the Disclosing Party) pursuant to the DSC.

9.2 A Receiving Party shall not, without the prior written consent of the Disclosing Party, use or divulge such information to any person, except:

- (a) for the purposes of performing its obligations and exercising its rights under or in connection with the DSC and / or the Uniform Network Code; and
- (b) to the Receiving Party's Staff, the Receiving Party sub-contractors' staff and the Receiving Party agents' staff, and then only to any such staff who need to know the information;
- (c) to the Receiving Party's auditors, professional advisers, the Authority, [HM Inspector of Taxes], [HM Customs and Excise], the Gas Supply Network' Representative and any other person or body having a statutory or regulatory right to receive that information and then only in pursuance of such right; or
- (d) where it concerns financial information, to any shareholder of the Receiving Party who needs to have that information for the purposes of monitoring the activities of the Receiving Party in its capacity as a shareholder of the Receiving Party;

provided that this Clause 9 shall not extend to information that:

- (i) was rightfully in the possession of the Receiving Party prior to the commencement of its dealings with the Disclosing Party (provided that such information was not originally given to it by the Disclosing Party);
- (ii) is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause 9);
- (iii) is trivial or obvious; or
- (iv) is required by law to be disclosed.

Comment [26]: To be reconciled with the provisions of the Uniform Network Code and Utilities Act in due course.

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9.3 Each Party undertakes to ensure that the persons and bodies mentioned in Clause 9.2:

- (a) are made aware, prior to the disclosure of any information, that the information is confidential; and
- (b) agree to keep it confidential.

9.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any expiry or termination of the DSC.

9.5 As between the CDSP and each of the Customers, provided the relevant Party uses Services Data and Contract Data for the purposes of performing its obligations and exercising its rights under or in connection with the DSC, Clauses 9.2(a), 9.2, 9.3 and 9.4 shall not apply to such use.

9.6 For the avoidance of doubt, as between Customers, the confidentiality provisions under the Uniform Network Code apply.

10 Warranties

10.1 The CDSP warrants and undertakes to each Customer that:

- (a) it will perform its obligations under the DSC in compliance with all Legal Requirements and maintain all consents required by any Legal Requirement;
- (b) it will have in place and available the resources, infrastructure and systems appropriate for the provision of, and fit for the purpose of providing, the Services; and
- (c) it will perform its obligations under the DSC using reasonable skill, care and diligence.

10.2 Each Customer warrants and undertakes that:

- (a) it will perform its obligations under the DSC in compliance with all Legal Requirements and maintain all consents and licences required by any Legal Requirement;
- (b) [it has the authority, and all rights necessary, to grant to the CDSP all rights to be granted to the CDSP pursuant to Clause 7.5;]
- (c) [To be completed. Accuracy of information to be considered]; and
- (d) it will perform its obligations using reasonable skill, care and diligence.

10.3 Save as expressly set out in the DSC Terms and Conditions, all representations, warranties, conditions and other terms, whether express or implied, are excluded to the fullest extent permitted by law.

11 Liability

11.1 No limitation

Notwithstanding any other provision of the DSC, neither the CDSP nor any Customer excludes or limits liability to the other for:

Comment [27]: For consideration whether assurances as to data quality are required.

Provisions on data generally (including on quality and accuracy) are subject to ongoing consideration and will be incorporated in due course.

Comment [28]: To be considered together with relevant provisions of Part B of the UK Link Manual (e.g. paragraphs 4.2.4 and 4.6).

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- (a) death or personal injury caused by its own negligence;
- (b) liability for fraud or fraudulent misrepresentation; or
- (c) any other liability the exclusion and / or limitation of which is expressly prohibited by statute or at law.

11.2 General limitation on liability

- (a) Except as expressly stated in the DSC, neither the CDSP nor any Customer shall be liable to the other under the DSC for any:
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) loss of revenue;
 - (iv) loss of goodwill;
 - (v) loss of anticipated savings; and/or
 - (vi) indirect, special or consequential loss or damage.
- (b) Clause 11.2 shall not exclude or limit the CDSP's or a Customer's right under the DSC to claim for any of the following under an indemnity given by a Customer or the CDSP (as appropriate) or the CDSP's right under the DSC to claim for any loss, damage, cost or harm which results from a Default by a Customer:
 - (i) any loss or damage to tangible property; or
 - (ii) any loss or damage caused by infringement of any third party IPR or breach of any obligations of confidence.

11.3 CDSP liability to Customers

- (a) Subject to Clauses 11.1 and 11.2(b), as between the CDSP and Customers, the CDSP shall have no liability to any Customer for any loss, damage, cost or harm whatsoever and whether in contract, tort, negligence, for wilful default or otherwise arising under or in connection with the DSC, the performance of the DSC or the Services, UK Link or the performance of UK Link.
- (b) [Accordingly and without prejudice to Clause 11.3(a), as between the CDSP and Customers, the CDSP shall have no liability to any Customer:
 - (i) for any loss, damage, cost or harm sustained or incurred by a Customer as a result of any failure of the CDSP to provide the Services to the [Service Standards or the Performance Indicators];
 - (ii) for any loss, damage, cost or harm suffered by any [User, gas supplier, meter operator, gas transporter, consumer or customer];
 - (iii) for any financial liabilities arising in respect of any failure to meet any Uniform Network Code Standards of Service; and

Comment [29]: To consider extending to loss and damage suffered by the CDSP in respect of software and data.

Comment [30]: To be considered. These sub-Clauses replicate the individual exclusions of liability contained in the ASA.

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(iv) for the accuracy of any data except to the extent that the Services provided to the relevant Customer include validation of the accuracy of data.

Comment [31]: As noted above, provisions on data generally are subject to ongoing consideration. Further exclusions in respect of data to be incorporated in due course.

11.4 **Appropriateness of liability provisions**

(a) It is acknowledged that, pursuant to the [Licence Condition] and the Budget and Charging Methodology:

(i) the CDSP is not [intended to distribute profits to its shareholders]; and

Comment [32]: To be updated in due course to reflect the final position in Budget and Charging Methodology.

(ii) if any Customer or Customers were to make any claim against the CDSP the financial consequences of such claim would be borne by the Customers themselves.

(b) Accordingly, the Parties agree that given the nature of the Services, the manner in which they are to be performed and the nature of the relationship between the CDSP and Customers, the limitations and exclusions set out in this Clause 11 are fair and reasonable in the circumstances.

11.5 **Customer indemnity**

Each Customer agrees to indemnify and keep indemnified and hold harmless the CDSP in respect of any claim, loss, demand, expenses (including legal costs and expenses) fines or other liability incurred or suffered by the CDSP or its directors or personnel whatsoever and howsoever arising as a result of or otherwise in connection with any [User, gas supplier, meter operator, gas transporter or customer of the Customer].

Comment [33]: For consideration.

12 **Insurance**

The CDSP shall at its own expense effect and maintain for the duration of the DSC such insurances as are required by any Legal Requirement and as appropriate in respect of its obligations under the DSC.

13 **Change**

[This Clause may be updated depending on the final position on the Change Control Procedures]

13.1 The DSC Terms and Conditions may only be amended as set out in Clause 1.2.

13.2 Each DSC Service Document may be amended in accordance with the Change Control Procedures, unless the relevant DSC Service Document expressly provides otherwise (in which case the DSC Service Document may be amended as provided for in the DSC Service Document).

14 **Force Majeure**

14.1 No Party shall be liable for any failure or delay in performing its obligations under the DSC as a result of a Force Majeure Event, provided that:

(a) the date for performance of any contractual obligation which has been delayed by the Force Majeure Event shall be deemed suspended only for a period equal to the delay caused by that event;

- (b) the Party seeking to exempt itself from liability by virtue of this Clause 14.1 shall:
 - (i) give written notice to the CDSP (in the case of a Customer) or [to be completed] (in the case of the CDSP) within twenty-four (24) hours of becoming aware of the Force Majeure Event, which notice shall give such information as is available as to the nature and extent of the failure, the reasons for the failure and the steps being taken by the Party seeking to exempt itself to remedy it, together with an estimate of the period of time required to remedy it;
 - (ii) within ten (10) days of giving the notice referred to in Clause 14.1(b)(i), and thereafter upon request, give a detailed report amplifying the information given in the earlier notice and giving such additional explanations and factual information relating to the failure as may have been requested; and
 - (iii) takes all necessary steps to remedy the failure.

14.2 The following shall be deemed not to constitute or give rise to a Force Majeure Event:

- (a) any dispute between the CDSP and its staff or any sub-contractor of the CDSP and its staff; or
- (b) shortage of labour, materials or other resources.

15 Customer Default

Without prejudice to the CDSP's other rights and remedies pursuant to the DSC, the CDSP may terminate Individual Customer Services to the extent that they are to be provided by the CDSP to a Customer pursuant to the DSC [immediately] by giving written notice to the Customer in the event of:

- (a) a material Default by the Customer that is either:
 - (i) incapable of remedy; or
 - (ii) not remedied by the Customer within [] ([]) Business Days of being notified of the Default by the Customer;
- (b) the Customer persistently committing Defaults which, when taken together, constitute a material Default; or
- (c) an Insolvency Event affecting the Customer.

16 Voluntary Exit

16.1 Pursuant to the Uniform Network Code, if a Customer wishes to cease to be a UNC Party, the Customer must comply with the DSC Voluntary Exit Requirements before it may do so.

16.2 The DSC Voluntary Exit Requirements are that the Customer:

- (a) pays in cleared funds all outstanding sums payable to the CDSP pursuant to the DSC; and

Comment [34]: To be considered in view of the updated default process triggers under the Uniform Network Code.

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Comment [35]: Linked to accession and under consideration. To be considered together with Section V4.

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- (b) complies with the Withdrawal Requirements.

16.3 [To be completed.]

Comment [36]: Exact process to be defined, e.g. CDSP to inform Transporter once the requirements are satisfied and Transporter to advise CDSP of discontinuance date

17 Ceasing to be a Party

17.1 If, and on the date that, a Customer ceases to be a UNC Party (for whatever reason), the Customer shall automatically cease to be a Party.

17.2 A Withdrawing Party shall comply with the Withdrawal Requirements. The **Withdrawal Requirements** are that the Withdrawing Party:

(a) ~~complies with Paragraph 11 (Ceasing to be a UK Link User) of Part B of the UK Link Manual;~~

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(b) remedies any breach of the DSC that is capable of remedy and that the CDSP has notified to the Customer in writing;

(c) ~~immediately ceases to use any Services Data referred to at Clause 7.2(b), Contract Data and Party Data of the CDSP in the possession, control or custody of the Customer;~~

(d) ~~notwithstanding Clause 7.6, within [] Business Days, returns all materials containing Services Data referred to at Clause 7.2(b), Contract Data and Party Data of the CDSP in the possession, control or custody of the Customer or, at the request of the CDSP, destroys all such materials, and supplies a certificate to the CDSP signed by an authorised officer of the Customer confirming that the Customer has complied with this Clause 17.2(c);~~

Comment [37]: Practicality of such a requirement (and the return of information generally) to be considered.

(e) [Other requirements].

17.3 In the event that a Withdrawing Party fails to return any item(s) to the CDSP within [7] days of becoming a Withdrawing Party, at the Withdrawing Party's cost, the CDSP may enter the Withdrawing Party's property to decommission and retrieve such item(s) and the Withdrawing Party hereby grants to the CDSP (or its nominee) such access, rights and co-operation to the Withdrawing Party's (and any relevant third party's) premises, infrastructure, equipment, systems, information technology, staff and resources as the CDSP may require to do so.

17.4 Notwithstanding the DSC Agreement:

(a) a Withdrawing Party shall be and remain liable for, and shall pay to the CDSP, all Service Charges payable in respect of Services provided, and any other sums payable, in respect of the period prior to the Withdrawal Date; and

(b) a Customer's becoming a Withdrawing Party shall not affect any rights or remedies of any Party accruing in respect of the period before the Withdrawal Date.

17.5 Notwithstanding the fact that a Customer becomes a Withdrawing Party, the following provisions of the DSC shall not be affected and shall continue in full force and effect:

(a) any provision that is expressed or intended to survive or operate in the event of a Customer becoming a Withdrawing Party (which shall include Clauses [to be confirmed], Paragraph 11 of Part B of the UK Link Manual and [to be confirmed]); or

- (b) any provision that, in consequence of the continuation of any specific terms under the DSC, is needed for the proper efficacy, operation or interpretation of the DSC in the event of a Customer becoming a Withdrawing Party.

18 Service Provision

Subject to the other provisions of the DSC Terms and Conditions and the DSC Service Documents, the CDSP shall determine (in its sole discretion) all management, staff, information technology, infrastructure and other equipment, premises, materials and resources appropriate to provide the Services.

19 Customers

Except to the extent expressly set out in the DSC Terms and Conditions, the DSC does not, and does not intend to, create any rights and / or obligations as between Customers.

20 Cumulative remedies

The rights and remedies of the Parties pursuant to the DSC may be exercised successively in respect of any one or more failures by another and are in addition and without prejudice to any other right they may have against each other.

21 Assignment and Sub-contracting

- 21.1 No Party shall assign or otherwise transfer the DSC or any of its rights and obligations under it whether in whole or in part without the prior written consent of all the other Parties, *save [to be completed]*.
- 21.2 The CDSP shall be entitled to enter into Supply Arrangements, provided that the CDSP shall not be relieved from any of its obligations under the DSC by entering into any sub-contract for the performance of all or any part of its obligations under the DSC.
- 21.3 Nothing in the DSC shall prevent or restrict a Party from appointing another person to be the agent or similar of the Party for the purposes of the DSC and where a Party wishes to appoint an agent or similar it shall give notice to the CDSP (in the case of the Customer) or *[to be completed]* (in the case of the CDSP) specifying the identity of the proposed person, the purposes in respect of which that person is to be appointed and the date from which the appointment is to take effect.
- 21.4 Where a Party terminates the appointment of an agent or similar it shall give notice to each other Party specifying the date from which the termination is to take effect.

Comment [38]: For consideration: whether to link to the UNC assignment regime.

Comment [39]: For consideration: Link with the User Agent and UK Link User Agent regimes.

22 Notices

- 22.1 Any notice given under the DSC shall be sent by e-mail and a confirmatory copy of the notice shall be signed and delivered personally or by courier to the relevant Party or Parties or posted by recorded delivery to:
- (a) in the case of the CDSP, the address set out below;

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(b) in the case of a Customer, the address provided pursuant to Clause 4.5;

Deleted: or number

or to such other address(es) as may be notified for this purpose, and shall be effective notwithstanding any change of address(es) not notified.

CDSP:

Email: [to be confirmed]

Address: [to be confirmed]

F.A.O: [to be confirmed]

22.2 Unless proven otherwise, a notice shall be deemed to have been given:

(a) if delivered personally or by courier or sent by email with confirmed receipt during 9.00 to 17.00, when left at the relevant address or receipt is confirmed (as applicable); and

(b) otherwise on the next day, unless that day is not a Business Day, in which case the notice will be deemed to have been given on the next Business Day.

Comment [40]: To consider whether notices should be effective the next day irrespective of whether that is a Business Day.

22.3 For the avoidance of doubt, this Clause 22, shall not apply in respect of any Code Communication.

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23 Severance

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If any provision of the DSC shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of the DSC.

24 Further assurance

Each Customer shall execute all further documents and, do all such acts and things necessary or desirable to give full effect to the DSC and, in particular, to vest to the CDSP the applicable rights in respect of the applicable IPR in accordance with Clause 7.

25 Entire Agreement

The DSC supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of the DSC. Each Party affirms that it has not been induced to enter into the DSC by any prior representations whether oral or in writing, except as specifically contained in the DSC Terms and Conditions and hereby waives any claim for breach of any such representations which are not so specifically incorporated.

26 Waiver

No forbearance, delay or indulgence by any Party in enforcing the provisions of the DSC shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy in the DSC conferred upon or reserved for any Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

27 No partnership or agency

The CDSP shall at all times be an independent contractor and nothing in the DSC shall be deemed to constitute a partnership between the Parties nor, save as expressly set out in the DSC, constitute any Party the agent of any other Party for any purpose.

28 Rights of Third Parties

The Parties do not intend that any term of the DSC shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

29 Governing law and Jurisdiction

The DSC shall be governed by and construed in all respects in accordance with English law and it is irrevocably agreed that the courts of England are to have exclusive jurisdiction to settle any claim or matter arising in relation to the DSC.

DRAFT

Materials means *[to be completed]*;

;

[other].

Consequences of Customer Default

[To be updated, and the other provisions of the DSC Terms and Conditions updated, once the applicable principles are confirmed.]

Publicity

[To be completed.]