



ARET - Micro generators - Registration Form

PLEASE COMPLETE THE FORM USING BLOCK CAPITALS (*Mandatory fields)

1. CONTACT DETAILS

NAME*

ORGANISATION (If applicable)

ADDRESS*

METER POINT REFERENCE NUMBER*

NON HALF HOURLY METER (Y / N)*

HALF HOURLY METER (Y / N)*

Your Meter Point Reference Number
can be found on your electricity bill

TOWN/CITY*

POSTCODE*

TELEPHONE 1*

TELEPHONE 2

EMAIL ADDRESS*

2. INVOICE ADDRESS (if different from the contact address)

NAME*

ORGANISATION (If applicable)

ADDRESS*

TOWN/CITY*

POSTCODE*

TELEPHONE*

EMAIL ADDRESS*

3. RENEWABLE ENERGY (RE) GENERATING STATION DETAILS

DOES YOUR STATION HAVE ANY SHARED METERING; ELECTRICAL INTERACTIONS; OR MPRN WITH ANY OTHER GENERATING STATION/S? (Y / N) *

If yes, please
detail:

4. INSTALLER NAME:

Action Renewables

Block C, Unit 1, Boucher Business Studios, Glenmachan Place, Belfast, BT12 6QH

T: 028 9072 7760 E: info@actionrenewables.co.uk



5. RE GENERATING STATION COMPANY STATUS

DO YOU REQUIRE YOUR STATION REGISTERED AS A COMPANY? (Y / N)*

If yes, please provide company number:

6. PAYMENT DETAILS (these are necessary only for you to receive payment and will be treated with the strictest confidentiality)

NAME*

ACCOUNT NAME*

NAME OF BANK*

ADDRESS OF BANK*

ACCOUNT NUMBER*

SORT CODE*

VAT NUMBER (If company or applicable)

I UNDERSTAND THAT ANY INCOMPLETE FIELDS IN THE REGISTRATION FORM OR AAF FORM WILL DELAY ARET'S OFGEM ADMINISTRATION PROCESS* *(please tick)*

I AGREE TO THE TERMS & CONDITIONS SET OUT BELOW FOR ROC AND ELECTRICITY TRADING* *(please tick)*

I UNDERSTAND THAT I MUST SUBMIT METER READINGS TO ARET ON 1ST APRIL ANNUALLY TO RECEIVE ROCS* *(please tick)*

SIGNATURE*

DATE*

PLEASE RETURN THE REGISTRATION FORM VIA:

ONLINE: <http://actionrenewables.co.uk/roc-trading/accrediting-small-scale-pv-wind/>

Using the password: *Ar2014\$*

EMAIL: techteam@actionrenewables.co.uk

ROC TRADING TERMS AND CONDITIONS

1. Scope of Agreement

This document sets out the terms and conditions

for the trade of ROCs by Action Renewables Energy Limited, a company having its registered office at Block C, Unit 1, Boucher Business Studios, Glenmachan Place, Belfast, BT12 6QH. These terms and conditions together with the terms detailed in your Customer Pack form the legally binding contract ("Agreement") between you and us. IT IS AGREED as follows:

2. Definitions

"Force Majeure" means any event or circumstance which is beyond the reasonable control of either Party and which results in or causes the failure of that Party to perform any of its obligations;

"ROC" means a Renewables Obligation Certificate as defined in the Renewables Obligation Order 2009, an SROC as defined in the Renewables Obligation (Scotland) Order 2009, or a NIROC as defined in the Renewables

Obligation Order (Northern Ireland) 2009;

"ROC Account" means an account on the register in respect of ROCs established and maintained by the Gas and Electricity Markets Authority ("Ofgem");

"Parties" means the parties to this Agreement and "Party" shall mean either Party to this Agreement; and

"Sale" means sale by auction or in any marketplace, and "Sold" shall be construed accordingly.

2. Representations and Warranties

2.1 The Client represents and warrants that it has good legal and beneficial title to all the ROCs to be sold in accordance with this Agreement, that on each occasion of Sale each ROC is in full force and effect and that to the best of the Client's information, knowledge and belief no circumstances exist under which any ROC could be revoked by Ofgem or the Northern Ireland Authority for Energy Regulation.

2.2 Each Party represents and warrants to the other Party in relation to each ROC that is required to be Sold that it has the power and all necessary authorisations to enter into, perform and comply with all its obligations under this Agreement.

2.3 The Client represents and warrants that it will inform Action Renewables of any changes made to their installation or details pertaining to their installation which vary from the details submitted to Action Renewables at the time of accreditation at any point during the term of this agreement

3. Agency

The Client hereby appoints ARET to be the exclusive agent of the Client in respect of the services for the trading of ROCs covered by this Agreement, and in providing such services under this Agreement the Parties confirm that ARET acts at all times as the agent of the Client and in no other capacity.

4. Services

4.1 When the Client requires the Sale of ROCs, it shall transfer all such ROCs from its ROC Account to the ROC Account of ARET so that all such ROCs appear in the ROC Account of ARET. Each Party shall do all things necessary in co-operation with the other Party as appropriate to ensure that transfer into the ROC Account of ARET is effected as soon as reasonably practicable, but in any event no later than five working days after receipt by the Client of all such ROCs from Ofgem or by the 5th day of the month in which Sale is due to take place, whichever is earlier.

4.2 ARET shall effect the Sale of all ROCs transferred into its ROC Account and shall subsequently (where Sale is by auction) transfer all such ROCs into the auctioneer's ROC account. Where Sale is by auction ARET shall comply with the requirements of any auction code and conditions of sale applicable at the time of sale. Sale shall be on the first available Auction date after transfer of ROCs by the Client into the ROC Account of ARET.

4.3 Where ARET sells ROCs in the marketplace, it shall use reasonable endeavors to obtain the best price achievable

for such ROCs in the marketplace at the time of Sale.

4.4 Following Sale in any marketplace (but not where Sale is by auction), ARET shall do all things necessary, with the co-operation of the Client as appropriate, to effect transfer of the ROCs Sold into the buyer's ROC Account and to establish the title of the buyer to the ROCs Sold.

4.5 Following Sale by auction, transfer of the ROCs Sold into the buyer's ROC Account and establishing the title of the buyer shall be the responsibility of the auctioneer to the extent set out in any auction code and conditions of sale, but each of the Parties shall co-operate with the auctioneer where the auctioneer so requires or requests to ensure that transfer and establishment of title are properly effected.

5. Payment to the Client

5.1 Within twenty eight working days after receipt by ARET of cleared funds into the bank account of ARET in respect of the amount paid for ROCs Sold, ARET shall send to the Client a written statement showing the number of ROCs Sold, the price achieved and the net amount payable to the Client after taking into account fees charged by an auctioneer where Sale was by auction and fees (plus any applicable value added tax) payable to ARET under clause 7,

5.2 Payment will be made by BACS transfer directly to the client's bank account. A statement as detailed in Section 5.1 will be sent to the client with details of the payment made.

6. Duration

This Agreement shall commence immediately upon execution of this Agreement by the Parties and shall continue for a period of two years from the date of this Agreement and thereafter from year to year subject to termination in accordance with clause 8.

7. Remuneration

ARET will pay the client a fixed value of 94 percent of the ROC sale price achieved at the annual auction (plus any applicable value added tax) in respect of each ROC presented by the Client in accordance with clause 5.

For the avoidance of doubt, all other costs, taxes and expenses of any kind incurred by ARET associated in any way with the services provided under this Agreement shall be the sole responsibility of ARET.

8. Termination

8.1 Either Party may terminate this Agreement by giving not less than three months' notice to take effect at the end of any year referred to in clause 6.

8.2 An event of default occurs if either Party:

- fails to perform or comply with any obligation under this Agreement within five working days after receipt of written notice from the other Party; or
- is adjudicated bankrupt, becomes subject to an administration order, a voluntary arrangement, receivership or administration or is unable to pay its debts; or
- proves to have been false or misleading in relation to any representation or warranty; or
- fails to pay any amount when due under clause 5 and that failure is not remedied on or before five working days after the Party not in default gives written notice of that failure to the defaulting Party.

8.3 Either Party may give notice of termination to the other Party once an event of default under clause 8.2 occurs, whereupon this Agreement shall terminate with immediate effect.

8.4 Upon termination, the Client shall pay to ARET any amounts due and payable up to the date of termination and ARET shall (a) pay to the Client any amounts due in accordance with clause 5 and (b) transfer any ROCs remaining in the ROC Account of ARET to the Client's ROC Account within five working days of the date of termination.

9. Force Majeure

If either Party shall be unable to carry out any of its obligations under this Agreement due to

a circumstance of Force Majeure, this Agreement shall remain in effect but both Parties' obligations, other than any obligation as to payments then due, shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that (a) the non-performing Party notifies the other Party as soon as reasonably practicable of the circumstance constituting Force Majeure, (b) the non-performing Party uses all reasonable endeavors to remedy its inability to perform, (c) the suspension is no longer than is required by the Force Majeure circumstance, and (d) no obligations of either Party which arose before the Force Majeure circumstance are excused.

10. Confidentiality

10.1 The Parties shall treat the terms of this Agreement and all information provided under or in connection with this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information without the prior written consent of the other Party to any firm, corporation or any other person, save that consent shall not be required for disclosure to directors, employees or holding or subsidiary companies of a Party or persons professionally engaged by a Party for the purposes of this Agreement, each of whom shall be required to treat the Confidential Information as confidential.

10.2 No confidentiality obligation shall apply to any information a) that is generally available to the public, b) was already known to a Party on a non-confidential basis on the day of receipt of such information, or c) is subsequently disclosed to a Party on a non-confidential basis by a third party not having a confidential relationship with the Client with respect to such information.

10.3 Notwithstanding the foregoing, a Party shall be free to disclose Confidential Information to the extent and only to the extent (i) necessary in accordance with any applicable law and (ii) during the course of or in connection with any governmental investigation, arbitration or other proceedings based upon or in connection with the subject matter of this Agreement. Each Party shall be required to give prior notice as soon as reasonably practicable to the other Party of such intended disclosure.

11. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Great Britain and Northern Ireland and the Parties submit to the exclusive jurisdiction of the courts of Great Britain and Northern Ireland.

12. Notices

Any notice in respect of this Agreement by one Party to the other shall be given or made in writing to the other at the address or contact number that the other Party shall specify in the registration form or notify to the other Party from time to time. A notice shall be deemed to have been received:

- if delivered by hand, on the date of delivery if it is a working day or the first working day after the date of delivery if it is not a working day;
- if sent by first class post, on the second working day after the day of posting;
- if sent by facsimile transmission and a valid transmission report confirming good receipt is generated, on the day of transmission if transmitted before 1800 hours on a working day or otherwise on the first working day after transmission;
- if sent by e-mail on the day of receipt if received before 1800 hours on a working day or otherwise on the first working day after receipt.

13. Assignment

Neither Party shall assign or transfer to any person any of its rights or obligations in respect of this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Such consent is not required where assignment or transfer is to a holding company or subsidiary company of a Party or is an assignment by way of security to or in favour of any bank or financial institution.

SELF-BILLING AGREEMENT

Action Renewables employs Self-Billing arrangements in order to facilitate payments to clients. This means that you do not have to raise an invoice for your payments due when Action Renewables sells your ROCs or exported electricity. Action Renewables will issue you with a "Self-Billing Invoice" showing how much we have transferred to your nominated bank account; what the payment relates to; how it is calculated; and the fees we have deducted from the payment. We have used this methodology for some years and find it to be the most efficient way to pay customers.

By agreeing to the Terms and Conditions of ROC Trading and Electricity Trading with Action Renewables, you are also agreeing to receive Self-Billing Invoices for payments from Action Renewables for those services for the ROCs and exported electricity generated during the financial years 2015/16 and 2016/17 and each subsequent financial year.

ELECTRICITY TRADING TERMS AND CONDITIONS

1. INTERPRETATION

1.1. Definitions:

Agent means Action Renewables Energy Trading Ltd, a company incorporated in Northern Ireland with company number NI603031 and whose registered office is at Block C Unit 1 Boucher Business Studios, Glenmachan Place, Belfast, Antrim, BT12 6QH.

Business Day means a day other than a Saturday, Sunday or public holiday when banks in Belfast are open for business.

Buyer means the entity which from time to time contracts with the Generator for the purchase of the Power, who must be the holder of an electricity supply licence in Northern Ireland.

Commencement Date means the date on which the last in time of the following is satisfied:

- (i) the date on which the Generator confirms to the Agent its agreement to the terms of this agreement (howsoever so conveyed) or if earlier, the date on which the Generator formally instructs the Agent to comment the sale of Power on its behalf; and
- (ii) the date of termination on which any previous agreement for the sale of the Power; and
- (iii) the date on which the Buyer has formally nominated itself with NIE to enable it to receive the export of electricity from generators in Northern Ireland.

Facility means the electricity generating facility owned and operated by the Generator, details of which have been provided to the Agent.

Generator means the owner of an electricity generating facility who has appointed the Agent as their agent in respect of the sale of ROCs and/or electricity on similar terms to these terms and conditions.

Other Generators means the owners of electricity generating facilities who have appointed the Agent as their agent on similar terms to these terms and conditions in respect of the sale of the electricity generated by their facility and Other Generator means any one of them.

Power means all of the electricity generated by the Facility which is to be exported to the Northern Ireland electricity distribution system.

Single Electricity Market means the all-Island wholesale sale electricity market of that name, in which certain suppliers and generators of electricity in Ireland and Northern Ireland are required to trade. Standard Calculation means the industry standard calculation in Northern Ireland for determining the volume of electricity deemed to have been exported by small scale solar PV generating facilities, as agreed from time to time by NIE and NIAUR.

Year means the period from the Commencement Date to 31 March, not being a period less than 12 months, and each following period of 12 months thereafter during the period of this agreement.

1.2. Interpretation:

1.2.1. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3. A reference to writing or written includes emails but not fax.

2. APPOINTMENT

2.1. The Generator appoints the Agent with effect from the Commencement Date as its sole exclusive agent to promote the sale of the Power on behalf of the Generator on the terms of this agreement and the Agent accepts the appointment on those terms.

2.2. The Generator shall not, during the duration of this agreement, appoint any other person, firm or company as its agent for the sale of the Power.

2.3. The Generator shall not, without the Agent's consent make offers or quotations to or negotiate with or sell Power to any person (save that it may use electricity generated by the Facility for its own use on site and such electricity shall not constitute Power).

3. AGENT'S OBLIGATIONS

3.1. The Agent undertakes and agrees at all times during the term of this agreement:

3.1.1. To act towards the Generator conscientiously and in good faith and to carry out its agency in such manner as it thinks best to promote the interest of the Generator (having regard to the interests of all customers of the Agent);

3.1.2. Without prior reference to the Generator to negotiate, conclude and enter into contracts for the sale of the Power in the name of and on behalf of the Generator for a maximum period of one Year in each case;

3.1.3. To describe itself in all dealings relating to the sale of the Power as "agent" of the Generator;

3.1.4. To keep the Generator informed of the conclusion of any contract relating to the sale of the Power;

3.1.5. To issue invoices to the Buyer (in a form suitable for value added tax or other sales tax purposes) in respect of the sale of Power under this agreement, and to receive payment for the same;

3.1.6. To take such action as the Generator may from time to time request to seek to collect the debts owing to the Generator by the Buyer or to assist the Generator in taking such action, but not to take any such action without the Generator's prior instructions; and

3.1.7. Not without prior reference to the Generator (and then only acting strictly on the Generator's express instructions) on behalf of the Generator to take part in any dispute or commence or defend any court or other dispute proceedings or settle or attempt to settle or make any admission concerning any such proceedings.

4. SALE OF POWER

4.1. The Agent shall negotiate on the Generator's behalf, and without recourse to the Generator, the price with the Buyer at which each unit of Power is to be purchased, subject to the Agent's obligation to obtain the best price it considers to be reasonably obtainable in the Northern Ireland market for wholesale power, for the duration of one Year.

4.2. The Generator acknowledges that:

4.2.1. the Agent is negotiating on behalf of a large number of Other Generators with a single Buyer in order to achieve economies of scale;

4.2.2. the Agent will broker the sale of the Power to licenced electricity suppliers on behalf of the Generator and Other Generators and will not trade in the Single Electricity Market;

4.2.3. the duties of the Agent to the Generator under this agreement will be subject to the Agent's general duty to act in the collective best interests of the Generator and all Other Generators with

whom it contracts to arrange for the sale of electricity to the Buyer;

4.2.4. the Agent shall not take delivery of or title to the Power at any stage; and

4.2.5. the Agent does not make any representation or warranty as to the creditworthiness or otherwise of the Buyer and does not guarantee payment by the Buyer to the Generator.

4.3. All sales of the Power by the Agent on behalf of the Generator shall be on the then Buyer's standard terms and conditions for the purchase of Power in Northern Ireland (subject to any amendments negotiated by the Agent) as varied from time to time or on such other terms and conditions as the Agent may at any time agree with the Buyer.

4.4. The Agent shall not become the owner of any Power.

5. GENERATOR'S UNDERTAKINGS

5.1. The Generator undertakes and agrees with the Agent during the term of this agreement:

5.1.1. To act at all times in its relations with the Agent dutifully and in good faith.

5.1.2. To indemnify the Agent against any liabilities which the Agent may incur as a result of acting with reasonable care and skill within the scope of its authority under this agreement as agent for the Generator.

5.1.3. Within a reasonable period of becoming aware of the same, and subject to its rights thereunder, to perform any contracts for the sale of the Power made on its behalf by the Agent under this agreement (each a Contract).

5.1.4. Provide the Agent with all information and notices required by each Contract as soon as practicable to enable the Agent to collate such information and provide it to the Buyer in accordance with the Contract, including without limitation, the Facility address, the meter point reference number, the declared net capacity of the Facility and the date of first registration of the Facility with Ofgem.

6. FEES AND INVOICING

6.1. The Agent shall by way of a fee in consideration for performing its obligations under this agreement be entitled to retain 10% of the total gross value received by it from the Buyer for the Power during the term of this agreement in respect of a Contract.

6.2. All sums payable under this agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question. A VAT invoice shall be provided against any payment.

6.3. If any dispute arises as to the amount of any fees payable by the Generator to the Agent, the same shall be referred to the Agent's auditors for settlement and their certificate shall be final and binding on both parties.

6.4. For the purposes of invoicing:

6.4.1. the Agent shall calculate deemed Power quantities using the Standard Calculation and provide such calculation to the Buyer on behalf of the Generator. In doing so the Agent shall not be deemed to warrant the accuracy of such calculation and shall not be required to take any steps to verify electricity exported.

For the avoidance of doubt the Agent shall not and shall not be required to, read any electricity meters as part of the services to be provided under this agreement; and

6.4.2. the Agent shall receive statements each Year from the Buyer on the Generator's and all Other Generators' behalf in respect of the volume of Power deemed to have been purchased by the Buyer from the Generator and all Other Generators during that Year and the price paid for such Power, and shall reconcile such statement against its own records of the Generator's and all Other Generators' deemed export quantity of Power for that Year (the Annual Statement).

6.5. For the purpose of payment between the Generator and Agent:

6.5.1. the Agent shall, receive all payments from the Buyer in respect of the Power on the Generator's behalf and hold such sums as trustee in a separate bank account in the name of the Agent.

6.5.2. following receipt of such sums from the Buyer the Agent will issue a self-billing invoice to the Generator (in a form suitable for VAT purposes) for a sum equal to that

calculated on the Annual Statement and less fees due to the Agent in respect of Power sold by the Generator in that Year pursuant to clause 6.1 (the Self-Billing Invoice); and 6.5.3. within 30 days of receipt of such sums from the Buyer shall remit to the Generator a sum equal to the amount specified in the Self-Billing Invoice.

7. COMPLIANCE WITH LAWS AND POLICIES

Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

8. LIMITATION OF LIABILITY

8.1. Unlimited liability: Nothing in this agreement shall limit or exclude the liability of either party for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) liability under the indemnity contained in clause 5; or (vi) any matter in respect of which it would be unlawful to exclude or restrict liability.

8.2. Limitations of liability. Subject to clause 8.1 above:

8.2.1. Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

8.2.2. any loss of profit, revenue, or anticipated savings; or

8.2.3. any loss that is an indirect or secondary consequence of any act or omission of the party in question.

8.2.4. The total liability of either party for damage to property caused by the negligence of its employees in connection with this agreement in any Year shall be limited to the amount of the fees specified in the Annual Statement in that Year for any one event or series of connected events; and

8.2.5. The total liability of either party to the other in respect of all other loss or damage arising under or in connection with this agreement in any Year excluding liability arising in connection with the supply of goods in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the fees specified in the Annual Statement in that Year for the entire term of this agreement.

9. DURATION AND TERMINATION

9.1. This agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with law or clause 9.2 or clause 11.1, it shall continue until the end of the first Year and thereafter shall renew for a further period of one Year, until one party gives the other party written notice to terminate in accordance with clause 9.4 to expire on or after the expiry date of the initial term.

9.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other if:

9.2.1. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

9.2.2. the Agent is instructed to terminate this Agreement by the Northern Ireland Authority for Utility Regulation (or any other competent authority) or if the Agent is required by any such authority to hold an electricity supply or generation licence or to join the Single Electricity Market;

9.2.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or

9.2.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or 9.2.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for

or on connection with the bankruptcy or winding up of the other party; or 9.2.6. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); or 9.2.7. the holder of a qualifying floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or 9.2.8. the other party (being an individual) is the subject of a bankruptcy petition or order; or 9.2.9. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or 9.2.10. the other party (being the Generator) ceases to produce Power.

9.3. For the purposes of clause 9.2.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement during any Year. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

9.4. For the purposes of clause 9.1, the notice period shall be not less than three months, save that the expiry date shall always be 31 March in each Year (except with the written consent of the other party).

10. CONSEQUENCES OF TERMINATION

10.1. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

10.2. On termination of this agreement: (i) the Agent shall cease to sell the Power; and (ii) the Agent shall immediately cease to describe itself as an agent of the Generator.

10.3. On termination of this agreement, the provisions of clause 6 shall continue in force in relation to all sales of Power where the sale has been concluded before the date of termination.

11. GENERAL

11.1. Force Majeure. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

11.2. Assignment: The Generator shall not assign, transfer, charge, subagree, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the Agent's prior written consent. The Agent may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

11.3. Confidentiality:

11.3.1. Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.

11.3.2. Each party may disclose the other party's confidential information:

(1) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

(2) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

11.4. Entire agreement: This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.5. Variation: No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6. Waiver: A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

11.7. Severance: If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

11.8. Notices:

11.8.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

11.8.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause 11.8; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

11.8.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.9. Third party rights: No one other than a party to this agreement shall have any right to enforce any of its terms.

11.10. Governing law: This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of Northern Ireland.

11.11. Jurisdiction: Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.