RETAIL ENERGY CODE

# Accession Agreement

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## SCHEDULE 3

### Accession Agreement Schedule

Version: 2.0 Effective Date: 1 September 2021

| | |
|---|---|
| Domestic Suppliers | Mandatory |
| Non-Domestic Suppliers | Mandatory |
| Gas Transporters | Mandatory |
| Distribution Network Operators | Mandatory |
| DCC | Mandatory |
| Metering Equipment Managers | Mandatory |
| Non-Party REC Service Users | N/A |

*Change History*

| Version Number | Implementation Date | Reason for Change |
|---|---|---|
| 1.0 | 28 February 2019 | Version for designation |
| 2.0 | 1 September 2021 | Updated for REC v2.0 |

**THIS Accession Agreement** is made on 2[XXX]

**BETWEEN**:

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

(2) Retail Energy Code Company Limited a company incorporated in England and Wales with company number 10989875 ("RECCo").

**WHEREAS**

A) The New Party is eligible to become a party to the Retail Energy Code.

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

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**NOW IT IS HEREBY AGREED** as follows:

## 1 Interpretation

1.1. In this Accession Agreement, including the recitals hereto, "Retail Energy Code" means the code of that name maintained pursuant to the electricity supply licences granted pursuant to the Electricity Act 1989 and the gas supply licences granted pursuant to the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.

1.2. Subject to clause 1.1 above, the words and expressions used in this Accession Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in the Retail Energy Code.

## 2 Compliance with the Retail Energy Code

2.1. With effect from the date hereof, the New Party hereby undertakes, for the benefit of RECCo and each other Party from time to time, to comply with the Retail Energy Code in accordance with, and subject to, its terms and conditions.

## 3 Identity of the Parties

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

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

3.3. The New Party acknowledges that it has agreed a mechanism (set out in the Retail Energy Code) by which it may cease to be bound by the Retail Energy Code, from which time it will (subject to the saving provisions set out in the Retail Energy Code) cease to be obliged to comply with the Retail Energy Code.

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

## 4 Party Details

4.1. The New Party's Party Details shall initially be those details set out as such in the Schedule, and shall be subject to change in accordance with the Retail Energy Code.

## 5 Third Party Rights

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5.1. Without prejudice to any provisions of the Retail Energy Code permitting enforcement of the Retail Energy Code by third parties, neither the New Party nor RECCo intends that any of the terms or conditions of this Accession Agreement will be enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

## 6 Governing Law and Jurisdiction

6.1. This Accession Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws specified in the Retail Energy Code from time to time.

6.2. In relation to any dispute or claim arising out of or in connection with this Accession Agreement (including in respect of non-contractual claims), each of the New Party and RECCo irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in the Retail Energy Code from time to time.

**THIS Accession Agreement** has been executed and delivered as a **DEED** on the date first stated above[1].

[1] The Code Manager shall determine appropriate means of execution.

**Schedule to the Accession Agreement – Party Details**

[*To be completed by the Code Manager based on information provided by the New Party.*]

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