

DATED 18th November 2016

DYSON ENERGY

AND

BATH AND NORTH EAST SOMERSET COUNCIL

ENERGY AT HOME DELIVERY PARTNER AGREEMENT

THIS AGREEMENT is made on 18th November 2016

BETWEEN:

(1) **DYSON ENERGY SERVICES LIMITED** incorporated and registered in England and Wales with company number 1956726 whose registered office is at Dyson House, Armytage Road, Brighouse West Yorkshire, HD6 1PT (the "**Delivery Partner**"); and

(3) **BATH and NORTH EAST SOMERSET COUNCIL** of Guildhall, High Street, Bath BA1 1AS (the "**Council**"),

(each a "**Party**" and together the "**Parties**").

RECITALS:

- (A) The Bath and North East Somerset Energy at Home Partnership ("the Partnership") is a local authority/community Partnership that was set up to respond to the Government's Green Deal, Energy Company Obligation (ECO) initiatives and local priorities. It comprises Bath and North East Somerset Council ("the Council"), Curo and Bath & West Community Energy and other stakeholders. The Partnership wished to procure the Provider/Installer in order to assist in delivering its goals. The Council was the lead in the procurement process and is the contracting authority for the Bath & North East Somerset contract ("the Contract").
- (B) The Council placed a voluntary "ex ante" transparency notice (VEAT) 2016/S 215-391861 on 4th November 2016 in the Official Journal of the European Union informing interested parties of its intention to enter into contract with Dyson Energy Services.
- (C) On the basis of the Delivery Partner's proposal and agreed specification, the Council has appointed the Dyson Energy Services as the Council's Delivery Partner in the District to provide the Services in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

" ADR Notice "	has the meaning given to it in Clause 22.2;
" Advice Service "	means Energy at Home Advice Service provider appointed by the Council;
" Applicable Standards "	means any generally recognised industry or service standards or codes of practice which relate to the scheme;
" Business Day "	means any day other than a Saturday, Sunday or bank or other public holiday in England;
" Code "	has the meaning given to it in Clause 7.5;
" Commencement Date "	means the date of this Agreement as set out above;
" Commercially Sensitive Information "	means information of a commercially sensitive nature relating to the Delivery Partner, the Delivery Partner, their business, their intellectual property rights or information which the Delivery Partner has indicated to the Council with reasonable justification as being commercially sensitive;

"Companies Act"	means the Companies Act 2006;
"Confidential Information"	means all information, technical data, or know-how (including, but not limited to, information relating to products, services, processes, marketing activities, techniques, affiliated entities, customers, clients, pricing, software, internal procedures, business plans or strategies, finances, employees and business opportunities) relating to a Party: (i) whether in connection with this Agreement or not; (ii) which the recipient knew or ought reasonably to have known was of a confidential nature irrespective of whether the information is marked as being confidential or secret; and (iii) in whatever form (including, but not limited to, in writing, in the form of machine readable code or embodied in hardware or any tangible form, orally or visually);
"Consumer Credit Act"	means the Consumer Credit Act 1974;
"Contract Year"	means each consecutive twelve (12) month period of the Agreement starting from the Commencement Date;
"Data Controller"	has the meaning given to it in the DPA;
"Data Processor"	has the meaning given to it in the DPA;
"Data Protection Legislation"	means the DPA, any laws and regulations used to implement Directive 95/46/EC and Directive 2002/58/EC and all applicable laws and regulations relating to processing Personal Data and privacy, including the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance and codes of practice issued by the Information Commissioner, where applicable;
"Declaration of Conformity"	has the meaning given to it in the ECO Order;
"Default KPI"	means Key Performance Indicator specifically designated as a default KPI in Schedule 1 document "The B&NES Energy at Home Key Performance Indicators (KPI)"
"Deliverables"	means all Documents, products and materials developed by the Delivery Partner, and/or the Delivery Partner's Team in relation to the Services in any form, but not including any In-put Materials, Pre-existing Materials, or Third Party Materials;
"Delivery Partner's Team"	includes the Delivery Partner's employees, consultants, agents and subcontractors, which specifications from a diagram, design or plan are copied onto the Service tape, disk or other device or record embodying information in any form;
"Document"	includes, in addition to any document in writing, any drawing, map, report, plan, specifications, diagram, design, picture or other image, tape, disk or other device

	or record embodying information in any form;
"District"	means the area designated as being applicable to the Project, initially within the geographic boundary of Bath and North East Somerset, but not restricted to those boundaries pursuant to this Agreement;
"DPA"	means the Data Protection Act 1998;
"ECO"	means the Energy Companies Obligation, as implemented by the ECO Order, or any broadly similar scheme with comparable obligations;
"ECO Funder"	means an ECO Supplier who may provide ECO Funding to the Project;
"ECO Funding"	means monies paid or to be paid by an ECO Supplier for completed ECO Measures;
"ECO Order"	means the Electricity and Gas (Energy Companies Obligation) Order 2012 (SI 2012/3018);
"ECO Measure"	means any qualifying action (as defined in the ECO Order) which is performed and completed (or is to be performed and completed) in a residential property by the Delivery Partner or on behalf of the Delivery Partner as part of the Project under and in accordance with the Agreement (and "ECO Measures" shall be construed accordingly);
"ECO Supplier"	has the meaning given to "supplier" in the ECO Order and in this context means the Delivery Partner, the Delivery Partner and their ECO Funder;
"ECO Works"	means the installation and associated works which are required for the delivery of ECO Measures;
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Energy Act"	means the Energy Act 2011;
"Energy at Home Scheme"	means the Council's energy efficiency initiative for the District;
"FOIA"	means the Freedom of Information Act 2000 or Freedom of Information (Scotland) Act 2002 (as applicable), and any subordinate legislation made under the Acts from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Installer"	means the Delivery Partner and any other person or company certified and authorised to install energy efficiency measures as specified in Schedule 1

	paragraph 1.2;
"Guidance"	means any and all guidance, information, notifications, codes of practice, clarifications and/or directions published or issued by Ofgem and/or any other applicable Relevant Authority in connection with the Energy Act and/or the ECO Order;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000 and section 73 of the Freedom of Information (Scotland) Act 2002 respectively;
"In-put Materials"	means all Documents, information and materials provided by the Council or the Project Manager to the Delivery Partner relating to the Services, including computer programs, data, reports and specifications;
"Intellectual Property Rights"	means all utility models, copyright and related rights (except those relating to any computer software, website or related coding), trade-marks, service marks, trade, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights relating to promotional and marketing materials, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Ofgem"	means the Office of the Gas and Electricity Markets and its successors as Administrator under the ECO Order from time to time;
"Personal Data"	has the meaning given to it in the DPA;
"Potential Customer"	means a landlord, property owner or tenant in the District who has expressed an interest in ECO, Energy at Home or related energy efficiency schemes;
"Pre-existing Materials"	means all Documents, information and materials provided by the Delivery Partner relating to the Services which existed prior to the Commencement Date, including computer programs, data, reports and specifications, but not including any In-put Materials;
"Relevant Authority"	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom (or, where applicable, the European Union, Welsh Assembly or Scottish Government) including, but not limited to, Ofgem, Department for Business Energy and Industrial Strategy (BEIS), Ofcom and any other government ministry, agency, authority, inspectorate, minister, official and/or statutory body;
"Relevant Policies"	has the meaning given to it in Clause 13.1.3;

"Relevant Requirements"	has the meaning given to it in Clause 13.1.1;
"Relevant Terms"	has the meaning given to it in Clause 13.2;
"Request for Information"	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR;
"Services"	means the services to be provided by the Delivery Partner under this Agreement, as set out in Clause 4 and Error! Reference source not found. , and any other similar services as may reasonably be required by the Council during the Term of the Agreement;
"Seventh Data Protection Principle"	means Principle 7 relating to information security under the DPA.
"Term"	means the period of Contract commencing on the Commencement Date and expiring on the 31 st March 2022;
"Third Party Materials"	means the materials (whether hard copy or electronic), data, information and other resources created and developed for the Delivery Partner by any entity other than the Delivery Partner or the Delivery Partner, the Delivery Partner's Team, the Delivery Partner's Team, the Council specifically for use in the provision of the Services; and
"VAT"	means value added tax chargeable under English law for the time being and any similar, additional tax.

- 1.2 Clause, schedule and paragraph headings shall not affect the construction or interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The Schedules and recitals form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and recitals.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8 Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

- 1.10 References to Clauses, Schedules and recitals are to the clauses, schedules and recitals of this Agreement.
- 1.11 The liability of the Delivery Partner and Delivery Partner shall be several.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall come into effect on the Commencement Date and (unless it is subject to earlier termination pursuant to Clause 14 or is otherwise lawfully terminated) shall terminate at the end of the Term.

3. COUNCIL'S OBLIGATIONS

- 3.1 The Council shall promote the Scheme on its website and through local channels at such frequency as it sees fit.
- 3.2 The Council shall refer potential customers to the Delivery Partner. The format and content of the information to be provided will be by agreement of all parties. The format, content and system used to provide the information to the Delivery Partner can be varied but only on agreement of all parties.
- 3.3 The Council will commit its remaining Warm Homes Grant. The exact value of funding will be determined at the commencement of the contract.

4. DELIVERY PARTNER'S RESPONSIBILITIES

- 4.1 The Delivery Partner shall:
- 4.1.1 provide the Services in accordance with this Agreement;
 - 4.1.2 co-operate with the Council, other members of the partnership, the ECO Funder and community representatives in all matters relating to the Services and Funding and to maximise the uptake of the Scheme and ECO in the District;
 - 4.1.3 notify the Council as soon as they become aware of any issues which arise that are likely to affect the successful provision of the Services;
 - 4.1.4 use reasonable endeavours to comply with all policies and procedures of the Council that the Council may from time to time disclose to the Delivery Partner;
 - 4.1.5 before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation and secondary legislation (including but not limited to the Energy Act) in relation to:
 - (a) the Services;
 - (b) the Consumer Credit Act;
 - (c) other relevant funding regimes;
 - 4.1.6 allow the Council reasonable access to undertake technical monitoring of measures and to perform ad-hoc audits of works completed under the scheme.
 - 4.1.7 commit to support the local economy through the use of local employment and sub contractors, to the extent that they are available and cost efficient;

4.2 The Delivery Partner warrants at the Commencement Date that:

- 4.2.1 it shall perform, and shall procure that the Delivery Partner's Team shall perform, the Services with all due skill, care and attention and in accordance with generally recognised commercial practices and standards in the industry for similar services in a manner that supports the Delivery Partner's compliance with its obligations under the Applicable Standards and Guidance;
- 4.2.2 the provision of the Services and/or the use of the Services by the Council shall not infringe any Intellectual Property Rights of any third party;
- 4.2.3 it has and shall allocate sufficient resources for the performance and delivery of the Services to enable it to comply with its obligations under this Agreement;
- 4.2.4 the Services shall be supplied and rendered by appropriately skilled, experienced, qualified and trained personnel;
- 4.2.5 all personnel of the Delivery Partner's Team involved in the provision of Services have clear Disclosure and Barring Service checks;
- 4.2.6 the Services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including Data Protection Legislation); and
- 4.2.7 the execution and performance of this Agreement has been duly authorised by the Delivery Partner and this Agreement is legally binding on it and does not give rise to any breach of any instrument, agreement, law, order, judgment, rule, regulation or decree by which the Delivery Partner is bound.

5. **REPORTING AND MONITORING**

- 5.1 The Delivery Partner shall be responsible for monitoring their own performance obligations in accordance with this Agreement.
- 5.2 The Delivery Partner shall provide the Council with reports and information in line with the requirements as specified in Schedule 1
- 5.3 The Delivery Partner shall ensure their reporting procedures are ECO compliant.
- 5.4 The Delivery Partner shall use its reasonable endeavours to keep and maintain full and accurate records in accordance with the Applicable Standards and Guidance. To the extent permitted by law, the Delivery Partner agree to give the Council reasonable access to these records upon reasonable request.

6. **SCOPE OF AGREEMENT**

- 6.1 The Delivery Partner acknowledge and agree that:
 - 6.1.1 the Council will refer customers and potential customers to the Delivery Partner for the purposes of the Scheme; and
 - 6.1.2 no form of exclusivity or volume guarantee has been granted by the Council for the Services and that the Potential Customers are at all times entitled to enter into other contracts, agreements and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

7. FREEDOM OF INFORMATION

- 7.1 The Delivery Partner acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council (at the cost of the Delivery Partner, so far as is reasonable, whichever is relevant to the FOIA request in question) to enable the Council to comply with these information disclosure requirements.
- 7.2 The Delivery Partner (as applicable) shall:
- 7.2.1 transfer any Request for Information received by the Delivery Partner to the Council as soon as practicable after receipt and in any event within three (3) Business Days of receiving a Request for Information;
 - 7.2.2 provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five (5) Business Days (or such other period as the Council may specify) of the Council requesting that Information; and
 - 7.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 7.3 The Council shall be ultimately responsible for determining whether the Commercially Sensitive Information and/or any other Information:
- 7.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or
 - 7.3.2 is to be disclosed in response to a Request for Information.
- 7.4 The Delivery Partner shall not respond directly to a Request for Information unless expressly authorised to do so by the Council or required to do so by law or regulation.
- 7.5 The Delivery Partner individually acknowledge that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (the "**Code**"), be obliged under the FOIA or the EIR to disclose Information:
- 7.5.1 without consulting with the Delivery Partner; or
 - 7.5.2 following consultation with the Delivery Partner and having taken their views into account, provided always that where Clause 7.5.2 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Delivery Partner advance notice, or failing that, to draw the disclosure to the Delivery Partner's attention after any such disclosure.
- 7.6 The Delivery Partner shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

8. DATA PROTECTION

- 8.1 The Parties acknowledge and agree that the Delivery Partner shall be a Data Controller in respect of all Personal Data of Potential Customers and Customers from time to time collected by the Delivery Partner. The Delivery Partner will be a Data Controller of the original lead data sent from the Advice Service either when a survey is completed for a customer, the Customer signs the contract for works, or work commences for a customer. ECO Data will always preside with the Delivery Partner.
- 8.2 The Delivery Partner shall:

- 8.2.1 when processing Personal Data pursuant to and/or in connection with the Services at all times comply (and procure its staff comply) with the obligations of a Data Controller or Data Processor (as applicable) under the provisions of the Seventh Data Protection Principle in the DPA and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. When considering what measures are appropriate, the Delivery Partner shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss or destruction, and to the nature of the data to be protected;
- 8.2.2 promptly on request from the Council, provide to it a written description of the technical and organisational methods employed by the Delivery Partner for processing Personal Data;
- 8.2.3 not transfer, or permit the transfer of, Personal Data outside the European Economic Area in connection with the delivery of the Services without the Council's prior written consent;
- 8.2.4 permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Delivery Partner's data processing activities (and/or those of their agents and approved sub-contractors) to enable the Council to verify and/or procure that the Delivery Partner are in full compliance with their respective obligations under this Clause 8;
- 8.2.5 carry out regular security audits as may be required to ensure compliance with high standards of information security and the Delivery Partner shall promptly remedy any breaches of information security caused by them at their own expense; and
- 8.2.6 inform the Council of any breach of this Clause 8 as soon as reasonably practicable.
- 8.3 The provisions of this Clause 8 shall survive expiry or termination of this Agreement, howsoever arising.
- 8.4 The Delivery Partner shall notify the Council immediately if they become aware of any actual breach of security of the Personal Data relating to this Agreement. If a breach of security occurs, the Delivery Partner shall immediately take all reasonable steps necessary to remedy such breach and prevent an equivalent breach in the future.
- 8.5 As soon as reasonably practicable the Delivery Partner shall provide to the Council full details (using such reporting mechanisms as may be specified by the Council from time to time) of any actual, breach and the steps taken by the Delivery Partner in respect of such breach.
- 9. INTELLECTUAL PROPERTY**
- 9.1 The Council acknowledges that all Intellectual Property Rights from time to time used and/or developed by or on behalf of the Delivery Partner in the delivery of the Services and/or the Deliverables will at all times remain the property of the Delivery Partner. The Delivery Partner hereby grant to the Council a non-exclusive, perpetual, royalty-free licence (with the right to grant sub-licences), to use such Intellectual Property Rights as necessary to receive the benefit of the Services and/or Deliverables. The Delivery Partner shall be entitled to terminate their respective licences at any time in their absolute discretion.
- 9.2 The Delivery Partner acknowledges that all In-put Materials and all Intellectual Property Rights subsisting in the In-put Materials will at all times remain the property of the Council or their respective licensors. With effect from the date on which In-put Materials are provided to the Delivery Partner, the Council hereby grants to the Delivery Partner a non-exclusive, royalty-free licence (with no right to sub-license without consent) to use the In-put Materials as necessary to provide the Services and/or Deliverables. The Council shall be entitled to terminate the licence at any time in its absolute discretion.
- 9.3 A Party to this Agreement shall not use the name or logo of any other Party without the consent (such consent not to be unreasonably withheld) of the Party to which it relates.

10. **CONFIDENTIALITY**

- 10.1 Subject to Clause 10.2, each Party shall keep (and procure that all their representatives and staff to whom disclosures are made keep) confidential the Confidential Information of each of the other Parties and all matters relating to this Agreement and this clause shall survive the expiry or sooner termination of this Agreement for a period of three (3) years.
- 10.2 Clause 10.1 shall not apply to any disclosure of information:
- 10.2.1 required by any applicable law, provided that Clause 6 shall apply to any disclosures required under the FOIA or the EIR;
 - 10.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Agreement where such Party imposes obligations equivalent to the obligations in this Clause 11 on such persons;
 - 10.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 10.1;
 - 10.2.4 by the Council of any document to which it is a party and which the Parties to this Agreement have agreed contains no commercially sensitive information;
 - 10.2.5 to enable a determination to be made under Clause 22;
 - 10.2.6 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
 - 10.2.7 by the Council to any other department, office or agency of the Government; and
 - 10.2.8 by the Council relating to this Agreement and in respect of which the Delivery Partner has given its prior written consent to disclosure.
 - 10.2.9 by the Delivery Partner relating to this Agreement and in respect of which the Council- has given its prior written consent to disclosure.
- 10.3 On or before the end of the Term, the Delivery Partner shall ensure that all documents and/or computer records in their possession, custody or control which relate to Personal Data of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

11. **INDEMNITY AND INSURANCE**

- 11.1 Subject to the cap within Clause 13.4 and to the other provisions of Clause 13, the Delivery Partner hereby indemnify until expiry or earlier termination of this Agreement the Council in relation to all claims and all direct costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Council as a result of and/or in connection with:
- 11.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services (including the Deliverables);
 - 11.1.2 any claim arising from the provision of the Services or the Deliverables as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Delivery Partner; or
 - 11.1.3 a breach of any of the Delivery Partner's respective obligations in Clauses 8 or 13.
- 11.2 During the Term, the Delivery Partner shall maintain in force, with a reputable insurance company:
- 11.2.1 employer's liability insurance in an amount not less than £5 (five) million per claim;

11.2.2 public liability insurance in an amount not less than £10 (ten) million per claim; and

11.2.3 professional indemnity insurance in an amount not less than £5 (five) million per claim.

11.3 The provisions of this Clause 11 shall survive expiry or termination of this Agreement, however arising.

12. **LIMITATION OF LIABILITY**

12.1 Neither Party shall be liable to the other Party (as far as permitted by law) for indirect special or consequential loss or damage in connection with this Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

12.2 Every Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the other Parties are entitled to bring a claim against it (or them) pursuant to this Agreement.

12.3 The Delivery Partner's total liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement, shall in no event exceed Five Million Pounds £5,000,000.

12.4 Notwithstanding any other provision of this Agreement no Party limits or excludes its liability for:

12.4.1 fraud or fraudulent misrepresentation;

12.4.2 death or personal injury caused by its negligence;

12.4.3 breach of any obligation as to title implied by statute; or

12.4.4 any other act or omission, liability for which may not be limited or excluded under any applicable law.

13. **ANTI-BRIBERY**

13.1 The Delivery Partner shall ensure that they:

13.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

13.1.2 do not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

13.1.3 comply with any ethics and/or anti-bribery policies of the Council notified to the -Delivery Partner from time to time ("**Relevant Policies**");

13.1.4 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 13.1.2, and will enforce them where appropriate;

13.1.5 promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Delivery Partner or the Delivery Partner in connection with the performance of this Agreement;

13.1.6 immediately notify the Council (in writing) if a foreign public official becomes an officer or employee of the Delivery Partner or acquires a direct or indirect interest in the Delivery

Partner (and the Delivery Partner warrant that they have no foreign public officials as officers or employees direct or indirect owners at the date of this Agreement); and

- 13.1.7 within 3 months of the Commencement Date, and annually thereafter, certify to the Council in writing signed by an officer of the Delivery Partner respectively, compliance with this Clause 13 by the Delivery Partner and all persons associated with them under Clause 13.2 in a form substantially similar to the **Form of Anti-Bribery Compliance Notice** as set out at Schedule 5 to this Agreement. The Delivery Partner shall provide such supporting evidence of compliance as the Council may reasonably request.

- 13.2 The Delivery Partner shall ensure that any person associated with the Delivery Partner who are performing the Services or any services in connection with this Agreement do so only on the basis of a written contract which provides for compliance with anti-bribery legislation.

14. TERMINATION

- 14.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement immediately on giving written notice to the other Party if the other Party:

14.1.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default at least 14 days after being notified in writing to make such payment;

14.1.2 commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing of the breach;

14.1.3 repeatedly breaches any of the terms of this Agreement including failure to meet Default KPI targets in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

14.1.4 is involved in any legal proceedings concerning its solvency or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or equivalent circumstances occur in any other jurisdiction;

- 14.2 The Council shall be entitled to terminate this Agreement:

14.2.1 in accordance with its rights to do so in Clause 15; or

14.2.2 on giving the Delivery Partner 90 days written notice that the Council has decided to terminate this Agreement

- 14.3 On expiry or termination of this Agreement for any reason, the Delivery Partner shall immediately cease all use of and deliver to the Council, all In-put Material and all copies of information and data provided by the Council and the Project Manager to the Delivery Partner for the purposes of this Agreement which are in the possession of the Delivery Partner. The Delivery Partner shall certify to the Council that they have not retained any copies of In-put Material or other information or data, except for one copy which the Delivery Partner may use for audit purposes or required by relevant ECO legislation to manage customers who have signed up to ECO or otherwise required to meet legislative requirements with the Delivery Partner only and subject to the confidentiality obligations in Clause 10.

- 14.4 The termination of this Agreement (howsoever arising) shall not affect the rights and liabilities of the Parties accrued up to the date of termination.

- 14.5 On expiry or termination of this Agreement (however arising) all those clauses intended to survive termination shall survive and continue in full force and effect including: Clause 5, Clause 6, Clause 7, Clause 9, Clause 11, Clause 12, Clause 14, Clause 22 and Clause 28.

15. **REMEDIES**

- 15.1 If any Services are not supplied in accordance with, or the Delivery Partner fails to comply with, any terms of this Agreement, including failure to meet Default KPI targets and, where such failure is rectifiable, following written notice from the Council requiring the Delivery Partner to remedy the failure the Delivery Partner has failed to remedy such failure within the timescale stated in the notice (or where no timescale is stated, within a reasonable period) the Council shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

15.1.1 to terminate this Agreement immediately on giving written notice;

15.1.2 to refuse to accept the provision of any further Services by the Delivery Partner; and

15.1.3 subject always to the limitations of liability contained in this Agreement, in any case, to claim such damages (from the Party in breach) as it may have sustained in connection with the Delivery Partner's breach (or breaches) of this Agreement not otherwise covered by the provisions of this Clause 15.

16. **FORCE MAJEURE**

- 16.1 The Parties reserve the right to defer the date for performance of the Services, or to terminate this Agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

17. **VARIATION**

- 17.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each Party.
- 17.2 The Council may extend the Services to registered providers or other local authorities. Such an extension shall be considered a variation of this Agreement requiring the written signature of both Parties.

18. **WAIVER**

- 18.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 18.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy.
- 18.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing. It shall apply only to the Party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the Party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 18.4 A Party that waives a right or remedy provided under this Agreement or by law in relation to another Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.
- 18.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19. **INDEPENDENT CONTRACTOR**

- 19.1 In the performance of this Agreement, the Delivery Partner shall be an independent contractor and in no event shall the Delivery Partner or any of its respective employees or agents or sub-contractors be considered employees, agents or sub-contractors of the Council.

20. **NO PARTNERSHIP OR AGENCY**

- 20.1 Nothing in this Agreement is intended to, or shall operate to, create a Partnership between the Parties, or to authorise a Party to act as agent for another, and no Party shall have authority to act in the name or on behalf of or otherwise to bind another in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. **RIGHTS OF THIRD PARTIES**

- 21.1 A person who is not a Party to this Agreement has no or shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. **DISPUTE RESOLUTION**

- 22.1 If any dispute arises in connection with this Agreement, the Parties shall, within 14 days of a written request from one Party to another, meet in good faith to resolve the dispute.
- 22.2 If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must give notice in writing ("**ADR Notice**") to another Party requesting a mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start not later than 14 days after the date of the ADR Notice.
- 22.3 The commencement of a mediation shall not prevent the Parties commencing or continuing court proceedings.

23. **ASSIGNMENT AND SUBCONTRACTING**

- 23.1 The Delivery Partner shall not, without the prior written consent of the Council, (such consent not to be unreasonably withheld or delayed) assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of their respective rights or obligations under this Agreement.
- 23.2 The Council may, at any time, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 23.3 The Delivery Partner shall inform the Council of all subcontractors working on their behalf for the purpose of the Project, in line with the reporting requirements shown in Schedule 1.

24. **COSTS**

- 24.1 Each Party shall meet its own legal costs relating to the negotiation, preparation and execution by it of the Agreement.

25. **ENTIRE AGREEMENT**

- 25.1 This Agreement and any documents annexed to it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.
- 25.2 Both Parties acknowledge that, in entering into this Agreement and the documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents. Each

Party agrees that its only remedies in respect of those representations and warranties that are set out in this Agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

25.3 Nothing in this Clause 23 shall limit or exclude any liability for fraud.

25.4 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

25.5 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26. **NOTICES**

26.1 **In writing**

Any notice or other communication given under this Agreement is to be in writing and is to be delivered personally, or by commercial courier, prepaid recorded delivery or registered airmail to each Party required to receive the notice or communication at its address set out below:

26.1.1 Delivery Partner:	Dyson Energy Services Limited, Dyson House, Armytage Road, Brighouse West Yorkshire, HD6 1PT
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or such other address as the relevant Party may specify by notice in writing to the other Party.

26.2 **Deemed receipt**

Any notice or other communication is deemed to have been duly given:

26.2.1 if delivered personally, when left at the address referred to in Clause 26.1;

26.2.2 if delivered by commercial courier, on the date of signature of the courier's receipt;

26.2.3 in the case of prepaid recorded delivery or registered post, 48 hours from the date of posting; and

26.2.4 in the case of registered airmail, five (5) days from the date of posting.

27. **COUNTERPARTS**

27.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.

28. **GOVERNING LAW AND JURISDICTION**

28.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England.

28.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

SERVICES

1 SPECIFICATION – THEMES

1.1 Delivering and project managing retrofit

The Deliver Partner shall:

- i. deliver the energy saving retrofit requested by customers, who are referred or directly approach the Provider
- ii. deliver all the services required for the installation of energy efficiency, heating and renewable energy measures
- iii. deliver whole house retrofit where required
- iv. undertake:
 - a. technical surveys, if needed
 - b. installation of measures
 - c. ancillary works, if required
 - d. making good
 - e. redecoration, if required
- v. deliver retrofit suitable for a variety of properties including domestic properties, hard to treat properties, historic properties and non-domestic buildings
- vi. provide customers the choice of vapour permeable and natural materials for heritage buildings
- vii. project manage the retrofit process to a timeframe agreed with each customer
- viii. provide good quality products and services
- ix. ensure good design of retrofit works e.g. to prevent draughts, cold bridging or condensation
- x. ensure operatives are technically well trained to follow sector good practice
- xi. ensure operatives meet high customer service standards and adhere to safeguarding policies have a robust approach to health & safety
- xii. deliver retrofit in a sustainable way including by reducing energy use, using environmentally sustainable materials and avoiding waste
- xiii. operate a quality assurance process
- xiv. meet, as a minimum, legal responsibilities for practical and technical aftercare
- xv. monitor the performance of materials and installation methods during and post installation
- xvi. take account of the latest technical research on the long term performance of retrofit measures in relation to carbon emissions reduction, building fabric performance and indoor health and air quality.

1.2 Managing the supply chain

The Delivery Partner shall:

- i. where measures cannot be delivered directly, set up or put in place an accreditation/procurement process for appointing an installer panel including sector specific accreditation
- ii. where measures cannot be delivered directly, appoint an installer panel:
 - a. able to deliver energy efficiency, heating and renewable energy measures , with at least two contractors for each measure
 - b. able to provide expert installers for historic and hard to treat properties
 - c. able to carry out whole house retrofit if required
 - d. with enough capacity to install from day one
- iii. work with installers that are:
 - a. PAS2030 or equivalent accredited
 - b. registered on the Gas Safe Register (where appropriate)
 - c. members of the Microgeneration Certification Scheme (where appropriate)
 - d. if possible, approved by or in the process of being approved by their local Buy with Confidence scheme (where schemes exist; Bristol installers will be approved by Bath & North East Somerset Council)
- iv. select organisations based on the following factors:
 - a. value for money

- b. efficiency and effectiveness
 - c. locality (proximity to Bath & North East Somerset)
 - d. quality of work
 - e. customer service
- v. discuss the selection of individual organisations for the installer panel with the Council
- vi. set up a fair process for distribution of works to installers on the panel
- vii. ensure installer operatives are technically well trained and follow sector good practice e.g. do not cause draughts, cold bridging or condensation
- viii. ensure installer operatives meet high customer service standards and adhere to safeguarding policies
- ix. provide small & medium enterprise (SME) friendly contracts for the supply chain, including installers, materials, in line with the Council's 'Think Local' procurement policy and ensure that tenders are easily accessed
- x. take a reasonable management fee or maintain arrangements that provide a reasonable margin for SMEs
- xi. operate transparently.

1.3 Supporting the local economy

The Delivery Partner shall:

- i. manage a contractor and product supply chain framework that, where possible, maximises opportunities for businesses within Bath & North East Somerset and neighbouring areas in line with the Council's 'Think Local' procurement policy
- ii. work collaboratively throughout the South West where the local market place either cannot provide a service or has not yet fully developed
- iii. support Partnership work to develop and support local SMEs including micro businesses and sole traders
- iv. support local businesses through the sourcing of materials locally or the use of local trade suppliers where possible
- v. provide added social value through targeted recruitment & training opportunities.

1.4 Securing finance and delivering value for money

The Delivery Partner shall:

- i. financially assess customers
- ii. understand and refer to other financial offers available to Bath & North East Somerset residents e.g. the Council's low cost loan scheme and top up grant
- iii. understand the Council's responsibility to help reduce personal debt and signpost customers to appropriate support e.g. the Council, WE Care & Repair and other local advice services
- iv. draw down Energy Company Obligation (ECO) grant or other appropriate funding streams for customers
- v. facilitate renewable energy funding when renewable measures are installed e.g. Feed in Tariff and Renewable Heat Initiative
- vi. provide finance for home owners, landlords, private tenants and businesses (non-domestic)
- vii. maximise grant and deliver value for money for customers on ECO throughout the contract
- viii. deliver value for money on the cost of installation and ancillary works throughout the contract through benchmarking
- ix. take a reasonable management fee to help achieve a lower cost for the customer

1.5 Supporting the customer journey

The Delivery Partner shall:

- i. provide customer facing support staff
- ii. meet high customer service standards
- iii. liaise with the Energy at Home Advice Service to support individual seamless customer journeys
- iv. provide a named caseworker for vulnerable customers including those eligible for ECO Home Heating Cost Reduction Obligation (HHCRO) or the Council's Affordable Warmth Grant (or their equivalents)
- v. provide additional appropriate support for more vulnerable customers

- vi. act as first point of contact for customer complaints about finance, project management or installation services
- vii. manage and resolve customer complaints
- viii. provide warranties and guarantees where available

1.1 Achieving the Partnership's aims & objectives

The Delivery Partner shall:

- i. work collaboratively with the Partnership to achieve its aims & objectives including:
 - a. reducing carbon emissions
 - b. reducing fuel poverty
 - c. improving health & well-being
 - d. strengthening the local economy
- ii. support Partnership led initiatives e.g. installer networks, promotional events, aftercare, service reviews and customer mapping workshops
- iii. undertake limited marketing and promotional activities:
 - a. that complement the Bath & North East Somerset Energy at Home Partnership's marketing strategy delivered by the Council and the Energy at Home Advice Service
 - b. always agree marketing method, geographical location and timing in advance with the Partnership
 - c. avoid aggressive marketing and unwanted or unnecessary selling and avoid no cold calling zones
- iv. support communities to promote energy saving behaviour in their local areas
- v. pay a fee of 6% (of the net value of the cost of works, for all referred households completing works to their home) to the Council (as the representative of the Partnership) in recognition of the Partnership's 'offer' e.g. promotion & marketing, community marketing, use of logo, data and analysis
- vi. referred households to mean any referral of a Bath & North East Somerset resident or business from the Advice Service, Partnership, community group or any other organisation or direct approach from the customer
- vii. provide added value e.g. support for open homes
- viii. provide monitoring information
- ix. review and agree targets after Year 3

1.2 General responsibilities

The Delivery Partner shall:

- i. be accredited as required, including PAS2030, British Board of Agrément (BBA), Gas Safe, Data Protection Register, International Organization for Standardisation (ISO), Domestic Energy Assessor (or equivalents)
- ii. hold the relevant Financial Conduct Authority authorisation
- iii. comply with local and national policies and legislation
- iv. work in a legal and ethical manner
- v. develop, implement and maintain employment, customer and administrative policies and procedures, including:
 - a. recruitment and selection
 - b. employee skills and competency
 - c. employee management and disciplinary
 - d. anti-harassment and bullying
 - e. employee conduct in the home
 - f. financial protection of employees and customers
 - g. safeguarding
 - h. confidentiality and privacy

2 SPECIFICATION – POLICIES

2.1 The Delivery Partner will adhere to the following policies (or their updated equivalents):

- i. Code of Conduct (Customer Care Policy) for Dyson Energy Services 24th March 2015 (DES/CUS/01/a)

- ii. Data Protection Policy 16th October 2015 (Revision 3)
- iii. Equality and Diversity Policy 20th February 2016
- iv. Dyson Energy Services Quality Procedure QP8 – Non Conformance, corrective & preventive action
- v. Dyson Energy Services Business Continuity Plan, October 2015 (Revision 2)
- vi. Health & Safety Manual for Dyson Energy Services
- vii. Dyson Energy Services Quality Manual: Quality Assurance Manual ISO 9001:2008
- viii. Dyson Energy Services Environmental Manual, 2012 (Amended 15th June 2016)

3 SPECIFICATION – ASSESSMENT COSTS AND GRANT OFFERS

3.1 The Delivery Partner shall offer customers the assessment costs and grant offers set out in Table 1.

Table 1

Measure or Household eligibility	Assessment Cost	Grant offer
Solid wall insulation	£25	Grant + customer contribution
Cavity wall insulation (fibre)	£25	Grant + possible customer contribution
Cavity wall insulation (bead)	£25	Grant + possible customer contribution
Loft	£25	Grant + possible customer contribution
Room in roof (pre-1982)	£25	Grant + possible customer contribution
ECO Home Heating Cost Reduction eligible (grant for boilers only)	Free	Free

3.2 In addition, free assessments for Affordable Warmth eligible and Warm Homes Grant eligible will be offered, funded from the grant on completed cases (subject to the grants being available). The cost for each assessment will be £25.

4 KEY PERFORMANCE INDICATORS

4.1 The 'B&NES Energy at Home Key Performance Indicators' (KPI) document is attached as Appendix A.

4.2 The content and format of this/these document/s is anticipated to vary within the contract. Any variation will be upon agreement of all parties.

4.3 There will be a specific review period of January to February each year to agree the content and format of the KPI document for the coming year to March 31st.

4.4 Any party may request a review of the KPI document at other times up to a maximum of four in any given year.

SCHEDULE 2

PAYMENT AND FUNDING TERMS

1 FEE PAYMENT

- 1.1 The fee payment to the Council will be based on the percentage of completed works as detailed in Schedule 1.
- 1.2 The Quarterly KPI report will be issued to the Council within 15 days of the end of the quarter and will include a figure for completed works as at the end of the quarter.
- 1.3 The Quarterly KPI report will identify completed works specifically referred by utility companies and not directly as part of the scheme detailed in this contract.
- 1.4 A calculation will show the scheme completed works as the total as specified in 1.2 minus the total as specified in 1.3

I.e. For each quarter:

$$\text{Completed works} - \text{completed works referred by utility companies} = \text{net value of completed works}$$
- 1.5 The Council shall raise an invoice addressed to the Delivery Partner based on the net value of the completed works shown in the calculation, as per 1.4, and the percentage stated in Schedule 1.
- 1.6 The Delivery Partner will pay the invoice within 30 days of the invoice date.

2 WARM HOMES GRANT

- 2.1 The Council aims to commit £90,000 Warm Homes Grant to the scheme subject to acceptable value for money quotes and the availability of funding.
- 2.2 The Council will pay quarterly in arrears invoices for work completed under usual Council payment terms.
- 2.3 Payments will be paid on submission of the correct invoice for work completed to the satisfaction of the Council.
- 2.4 The Delivery Partner shall maximise opportunities for the uptake of the Warm Homes Grant funding and shall inform Potential Customers of their entitlement to Warm Homes Grant Funding.
- 2.5 The Delivery Partner shall administer the grant in line with the Council's grant conditions, which are in turn in line with conditions set by National Energy Action. This includes not applying Energy Company Obligation (ECO) grant to Warm Homes Grant cases.
- 2.6 The Delivery Partner shall follow the grant process agreed with the Council, including final Council sign off before works commence. Variation of this process is by written agreement of the Council

3 ETECH FEE PAYMENT

- 3.1 The fee payment to the Council will be based on the completed surveys as per KPI report
- 3.2 The Quarterly KPI report will be issued to the Council within 15 days of the end of the quarter and will include a figure for completed works as at the end of the quarter.

3.3 The Council shall raise an invoice addressed to the Delivery Partner based on the agreed fee per property and the completed surveys as per the KPI report.

3.4 The Delivery Partner will pay the invoice within 30 days of the invoice date.

4 WESSEX LOW COST LOAN

4.1 The Delivery Partner shall maximise opportunities for the take up of the Wessex Low Cost Loan and shall inform Potential Customers of their entitlement to the Wessex Low Cost Loan.

4.2 The Delivery Partner shall follow the loan process agreed with the Council, including final sign off before works commence. Variation of this process is by written agreement of the Council.

5 ECO GRANT

5.1 The Delivery Partner shall maximise opportunities for the take up of the Energy Company Obligation (ECO) grant and shall inform Potential Customers of their entitlement to ECO grant.

5.2 The Delivery Partner shall secure ECO grant directly from the Funder; following the regulations set out by the Funder and the Office of Gas and Electricity Markets (Ofgem).

5.3 The Delivery Partner shall adhere to any local policies for the flexible eligibility of ECO grant.

5.4 The Delivery Partner shall inform the Council of any changes to grant availability at least 7 days prior to any changes.

6 OTHER SOURCES OF FUNDING

6.1 Other sources of funding may become available during the life of the contract and it is envisaged that the treatment will be in a similar manner to Clause 1, 2 or 3 as appropriate.

6.2 Any agreement regarding the payment of other sources of funding either to or by the Council will be on the agreement of all parties

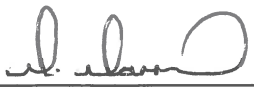
7 FEE PAYMENT ADJUSTMENT within the CONTRACT PERIOD

7.1 The Fee Payments detailed in this schedule shall apply for Year 1 of the contract up to 31st March 2017. The Council shall, in the 2 month period prior to 31st March 2017, and in the same period in subsequent years, enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Fee Payments but only if appropriate and reflecting current market conditions at the time. Any corresponding variation in the Specification will be agreed as part of this process.

7.2 If the Parties are unable to agree the Fee Payments, the Contract shall terminate


7.3 If a variation in the Fee Payments is agreed between the Council and the Contractor, the revised Fee Payment will take effect on the date agreed by both parties.

SIGNED by or on behalf of the Parties on the date which first appears in this Agreement.

SIGNED by  a duly
authorised officer/ representative for and on
behalf of **DYSON ENERGY SERVICES**
LIMITED

) **MICHAEL MORRELL**
) **HEAD OF RETAIL**
)
)

SIGNED by **DAVID TRETHEWEY** a duly
authorised signatory for and on behalf of
BATH AND NORTH EAST SOMERSET
COUNCIL

) 
)
) **Divisional Director**
)