

This Variation Agreement is made on

Between:

- (1) **Npower Commercial Gas Limited** registered in England under number **03768856** whose registered office is **Westwood Way, Westwood Business Park, Coventry, CV4 8LG** (the “**Company**”), and
- (2) **Rotherham Metropolitan Borough Council** registered in England under number **N/A** whose registered office is at **RMBC-Facilities Department, 3rd Floor, Barley House, Rawmarsh Road, Rotherham, South Yorkshire, S60 1TD** (the “**Customer**”); and

(together referred to as the “**Parties**”).

Whereas:

- (A) The Company and the Customer are parties to an **Access Flex Streamline Electricity Supply - Group Member** agreement where the Company agrees to supply and the Customer agrees to purchase electricity, dated _____ as such agreement may have been amended and varied from time to time (the “**Agreement**”).
- (B) With effect from the date hereof (the “**Effective Date**”) the Parties have agreed to vary the Agreement on the terms set out herein.

Now it is hereby agreed as follows:

1 Definitions and Interpretation

- 1.1 The headings in this Variation Agreement are for convenience only and shall not affect the interpretation hereof.
- 1.2 References to Recitals and Clauses are to the recitals and clauses of this Variation Agreement.
- 1.3 Words and expressions used in this Variation Agreement which are not otherwise defined shall have the meaning given to them in the Agreement.

2 Amendments to the Agreement

In consideration of £1 (one pound), of which each Party hereby acknowledges receipt, the Parties agree that the Agreement shall be varied as from the Effective Date as follows:

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Phone calls: We may monitor and/or record calls for security, quality or training purposes. Call charges to numbers beginning with 0800 are set by your telecoms provider, calls may be free if you are calling from a business mobile or landline but this will depend on your contract. Calls to our 0845 numbers will cost a maximum of 5p per minute, plus your phone company's access charge. Calls to 0330 numbers will cost you no more than 01 and 02 numbers from landlines or mobiles. If you get 'inclusive minutes' with your package, calls on a 0330 number will be part of these. Please check with your operator for exact charges.

npower Business Solutions
2 Princes Way
Solihull
B91 3ES

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Npower Commercial Gas Limited (Registered No. 3768856)
Your npower supply company is named on your contract
Registered Office: Westwood Way, Westwood Business Park, Coventry, CV4 8LG

2.1 In the Service Terms a new Clause 17.2A shall be inserted after Clause 17.2 and before Clause 17.3 as follows :

“17.2A The Customer may end the **Group Member Agreement** relating to the supply of Electricity prior to the Expiry Date of this Agreement on either the 31st March 2025 or the 31st March 2026 provided that the Customer has given at least 15 months prior written notice from either of those dates respectively to the Company (a “**Member Termination at Will**”). For the avoidance of doubt, any services provided under the Metering Terms and Conditions shall remain in force unless terminated in accordance with the rights set out within the Metering Terms and Conditions.”

Reference note (not for inclusion or variation of the Agreement) Group Member Agreement is as defined at page 1 of the Contract Details as comprising of the Contract Details together with the Service Terms.

2.2 In the Service Terms, a new Clause 17.4.4 shall be inserted after Clause 17.4.3 and the words “the Mark to Market Amount and the Industry Costs” and before the words starting with “and the Company shall notify the Customer of the amounts payable by the Customer in respect of the Termination Payment within 14 days of the Early Termination Date.....” as follows :

“17.4.4 For a Member Termination at Will, the Outstanding Invoices/Settlement Exposure, the Mark to Market Amount, the Industry Costs, the Equipment Costs, the Company’s Lost Income and the Company’s Losses;”

2.3 Miscellaneous

Except as expressly set out in this Variation Agreement, the Agreement shall continue in full force and effect on the terms upon which it was written.

3 Further Obligations

The Parties shall perform, execute and deliver such further acts and documents as may be required by law or reasonably requested by each other to implement the purposes of and to perfect this Variation Agreement.

4 Counterparts

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

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5 Jurisdiction

This Variation Agreement shall be governed by and construed in accordance with English Law, and the parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any claims or disputes which may arise out of, or in connection with the Variation Agreement, and each Party irrevocably submits to the jurisdiction of the Courts of England for such purpose.

In witness whereof this document has been executed on the day and year first before written.

SIGNED by
on behalf of
NPOWER COMMERCIAL GAS LIMITED }

SIGNED by
on behalf of
Rotherham Metropolitan Borough Council }

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