

Heat Supply Agreement

between

CREW Energy Limited

and

Devas Club

relating to

The sale and purchase of heat from the air source heat pumps at Devas Club, Battersea, London

THIS AGREEMENT is dated 2nd December 2020 and made

BETWEEN:

(1) CREW Energy Limited, a registered society incorporated in the United Kingdom (registered no. RS007286), whose registered office is at 164 Trentham Street, London, SW18 5DJ (Community Energy Company (the "Supplier"))

and

(2) Devas Club, a registered charity (registered company no: 06720799 and registered charity no. 1129419), whose registered office is at 2A Stormont Road, Battersea, London, SW11 5EN (the "Purchaser")

WHEREAS:

- (A) The Supplier carries on an energy savings business. The Supplier intends to assist the Purchaser in seeking to achieve savings in energy costs and carbon emissions by supplying and installing an air source heat pump system to allow the Purchaser to reduce the carbon emissions attributable to the Building's heating, further described as the Services (as defined herein).
- (B) The Purchaser wishes to acquire the Services from the Supplier, thereby seeking to achieve energy savings and heating improvements; and the Supplier is willing to provide the Services to the Purchaser on the terms and conditions set out in this agreement (the "Agreement").
- (C) The Supplier and the Purchaser have entered into this Agreement to define their respective rights and obligations with respect to the sale of heat to the Purchaser.

NOW IT IS HEREBY AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

In this Agreement, unless the context otherwise requires:

"Building" means Devas Club, 2A Stormont Road, London, Battersea, London, SW11 5EN.

"Business Day" means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England.

"Change in Law" means where, at any time after the Commencement Date, an Act of Parliament, Directive or legislation derived from such Act or Directive is passed, made, brought into force, issued, amended, revoked or ceases to have effect (save where such Act, Directive or other legislation had, as at the Commencement Date, been published as a bill or a draft statutory instrument) and, for the purposes of this definition, Change in Law shall include any such change in relation to (i) any guidance that is legally binding and has the force of law issued by a relevant authority in relation to any such Act, Directive or other legislation and (ii) the RHI.

"Commencement Date" means the date of this Agreement.

"Completion Date" means the date on which the Supplier notifies the Purchaser that the commissioning tests are completed following the Delivery Date and installation of the Heat Pumps.

"Contract Year" means each period of 12 consecutive months commencing at 00:00 hours; provided that the first Contract Year shall commence on the Completion Date and shall end at 00:00 hours on the date 12 consecutive months later; and the last Contract Year shall end on the Contractual Termination Date.

"Contractual Termination Date" means the date falling 20 years after the Commencement Date.

"Delivery Date" means the date agreed between the Parties for delivery of all the Heat Pumps at the Site but the time of delivery shall not be of the essence.

“Fee” means the payment to the Supplier for the provision of the Services in accordance with clause 8.

“Heat Pumps” means the four 16kWh air source heat pumps and any connection equipment, as specified in part 1 of schedule 1, to be installed at the Site as part of the Services.

“kWh” means kilowatt hour.

“Month” means a calendar month.

“Party” means a party to this Agreement.

“Personnel” means employees, agents, consultants, contractors and sub-contractors and their employees, agents, consultants, contractors and sub-contractors.

“Regulatory Body” means those government departments and regulatory, statutory and other bodies, entities and committees which, whether under statute, rule, regulation, code of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement and/or the Parties (as the case may be).

“RHI” means the UK government’s Non-Domestic Renewable Heat Incentive scheme introduced under the Energy Act 2008 to provide financial support for persons who install renewable heating which qualifies for support under the scheme.

“RHI Payment” means any sums payable by Ofgem for the Heat Pumps under RHI.

“Services” means the heat supply services described in clause 2 and schedule 1.

“Site” means the gated location on the rooftop where the Heat Pumps are to be installed at the Building.

“Specification” means the specification of the Heat Pumps set out in schedule 1 or any other specification agreed in writing between the Parties from time to time.

“Term” means the period from the Commencement Date until the earlier of either (i) the Contractual Termination Date or (ii) the date on which this Agreement terminates early in accordance with its terms or by operation of law.

“Value Added Tax” and “VAT” mean value added tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto or replacing, modifying or consolidating it.

1.2 Interpretation

In this Agreement:

- (A) references to the singular include the plural and vice versa;
- (B) references to any statute or statutory provisions include a reference to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (C) references to “this Agreement” or to any other agreement or document referred to in this Agreement mean this agreement or such other agreement or document as amended,

varied, supplemented, modified or novated from time to time, and include the schedules;

- (D) references to clause(s) and schedule(s) are references to clause(s) and schedule(s) of and to this Agreement; references to paragraphs are, unless otherwise stated, references to paragraphs of the Schedule in which the reference appears;
- (E) references to a “person” include any individual, company, body corporate, corporation sole or aggregate, supranational body, government, state or agency of a government or state, firm, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others;
- (F) the headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement; and
- (G) each of the schedules shall have effect as if set out in this Agreement.

2. **Provision of the Services**

- 2.1 In consideration of the payment of the Fee, the Supplier shall provide the Services to the Purchaser in accordance with the provisions of this Agreement.
- 2.2 The Supplier shall perform the Services under and in accordance with this Agreement and with reasonable care and skill.
- 2.3 Whilst the Supplier agrees to take all such steps as may reasonably be required to fulfil its obligations under this Agreement in the normal course, the Supplier shall not be obliged to give the Purchaser any priority over any other Purchaser of the Supplier with regard to the supply of the Services.
- 2.4 The Supplier may use Personnel for the installation, maintenance, repair and replacement of the Heat Pumps or other Services as the Supplier considers appropriate to which the Purchaser hereby consents.

3. **Heat Supply**

- 3.1 The Supplier shall arrange for its Personnel to deliver the Heat Pumps at the Site either on the Delivery Date or at any other time as the parties may reasonably agree. The Supplier shall arrange for its Personnel to complete the installation and commissioning of the Heat Pumps within four weeks of the Delivery Date or such other date as may be agreed by the Parties in writing.
- 3.2 Prior to delivery and installation of the Heat Pumps, the Purchaser shall, at its own cost, ensure that the Site has been prepared for the delivery and installation of the Heat Pumps in accordance with any reasonable instructions given by the Supplier or its Personnel.
- 3.3 The Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Purchaser that arise directly or indirectly from the Supplier or its Personnel’s access to the Site or Building when performing the Services.
- 3.4 The Supplier warrants that installation of the Heat Pumps shall:
 - (A) have been completed with good and suitable materials of sound quality;

- (B) have been installed with reasonable skill and care and in accordance with the requirements set out in this Agreement and any regulatory standards appropriate to the installation of Heat Pumps in the United Kingdom;
- (C) have been installed in compliance with all relevant health and safety and environmental requirements and any other applicable legislation; and
- (D) have been installed in compliance with all relevant requirements set by the manufacturer of the Heat Pumps.

4. **Heat Pumps**

- 4.1 The title in the Heat Pumps is retained by the Supplier until the end of the Term.
- 4.2 Subject to Clause 9 (*Term and Termination*), title in the Heat Pumps shall pass to the Purchaser at the end of the Term.
- 4.3 Subject to Clause 9.3 (*Term and Termination*), the Supplier will not be responsible for the repair, replacement or removal of the Heat Pumps at the end of the Term.
- 4.4 The Heat Pumps provided by the Supplier to the Purchaser pursuant to this Agreement shall conform in all material respects to the Specification. The Supplier may consult with the Purchaser in order to ensure that the Specification of the Heat Pumps provided by the Supplier to the Purchaser is acceptable to both Parties. Any amendments to the Specification shall be agreed in writing by both Parties. For the avoidance of doubt, the Supplier shall not be obliged to agree to any change to the Specification requested by the Purchaser.
- 4.5 The Purchaser shall take reasonable measures to prevent theft and vandalism of the Heat Pumps.
- 4.6 The Purchaser shall not, and shall procure that its Personnel shall not, undertake any actions that may interfere with or damage the Heat Pumps.

5. **The Supplier's Obligations**

- 5.1 In providing the Services the Supplier shall, and where appropriate, ensure that any Personnel providing the Services shall:
 - (A) act fairly, honestly, reasonably, supportively and with integrity in all its dealings with the Purchaser;
 - (B) comply with the provisions of this Agreement and all reasonable instructions of the Purchaser;
 - (C) use reasonable endeavours to meet any performance dates specified by the Purchaser in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services;
 - (D) use Personnel who are suitably skilled and experienced to perform the task assigned to them;
 - (E) use reasonable endeavours to ensure that any of its Personnel who attend the Site and Building comply with all relevant health and safety, DBS and environmental requirements of the Purchaser, such requirements to be notified to the Supplier in writing in advance by the Purchaser;

- (F) ensure that the manner in which it performs or provides the Services does not adversely affect (in the Supplier's opinion, acting reasonably) the name or reputation of the Purchaser;
- (G) comply with any applicable laws and requirements of any relevant Regulatory Body; and
- (H) comply with any principles agreed between the Parties to support the Purchaser and its educational and sustainability work.

6. **Purchaser's Obligations**

6.1 In addition to any other obligations specified elsewhere in this Agreement, the Purchaser shall, and where appropriate shall procure that its Personnel shall, cooperate with the Supplier and its Personnel in relation to this Agreement and shall (from the Commencement Date and, if relevant at the Purchaser's cost):

- (A) enter into and maintain an operation and maintenance agreement, or multiple agreements if required for consecutive terms, with a contractor to be approved by the Supplier, for the operation and maintenance, including repair, of the Heat Pumps in accordance with good industry practice for the duration of the Term remaining after the Completion Date;
- (B) act fairly, honestly, reasonably, supportively and with integrity in all its dealings with the Supplier;
- (C) co-operate with the Supplier in all matters relating to the Services;
- (D) provide the Supplier with a timetable detailing which rooms of the Building will be in use at which times of the day for each day of the week, and throughout the Term, provide the Supplier with any updates or variations;
- (E) provide the Supplier with adequate delivery instructions, access and any other instructions that are relevant to the delivery, installation and commissioning tests of the Heat Pumps and the Supplier's performance of the Services.
- (F) provide, to the Supplier, its Personnel and equipment, in a timely manner and at no charge, access to the Site and other areas within, across, under or around the Building as reasonably required by the Supplier or its Personnel, subject to compliance with all relevant health and safety regulations relating to the Site;
- (G) provide the Supplier with one key for the lock on the gate at the Site;
- (H) allow the Supplier to take meter readings remotely at any time and use the meter readings for purposes including invoicing and monitoring;
- (I) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects, including statistical information and any information required for reporting purposes in order to determine any energy saving calculations;
- (J) provide the Supplier and its Personnel with access to and control of the heating system at the Building as necessary for connection, operation and monitoring of the Heat Pumps;

- (K) connect the Heat Pumps to the electricity supply at the Building at no charge to the Supplier;
 - (L) cooperate with the Supplier as required in order to obtain and maintain all necessary licences, permissions and consents which may be required before the Delivery Date;
 - (M) comply with any applicable laws and requirements of any relevant Regulatory Body and any modification or re-enactment including the Non-Domestic Renewable Heat Incentive Scheme and Renewable Heat Incentive Scheme (Amendment) Regulations 2020 and the Renewable Heat Incentive Scheme Regulations 2018;
 - (N) ensure that the Heat Pumps are not damaged by the Purchaser's Personnel and to comply with all reasonable instructions carefully and promptly which are issued by the Supplier in relation to the Heat Pumps; and
 - (O) have sole responsibility for replacing the gas boiler and/or other parts of the existing heating system at the Building if required.
- 6.2 If the Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission of the Purchaser and/or its Personnel or any failure by the Purchaser and/or its Personnel to perform any relevant obligation (a "Purchaser Default"):
 - (A) the Supplier shall without limiting its other rights or remedies under this Agreement have the right to suspend the performance of the Services until the Purchaser remedies the Purchaser Default, and to rely on the Purchaser Default to relieve it from the performance of any of its obligations to the extent that the Purchaser Default prevents or delays the Supplier's performance of its obligations;
 - (B) the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Purchaser that arise directly or indirectly from such prevention or delay; and
 - (C) the Purchaser shall be liable to pay to the Supplier, on demand, all costs, charges or losses sustained or incurred by the Supplier and/or its Personnel that arise directly or indirectly from the Purchaser Default.

7. **RHI Accreditation**

- 7.1 The Supplier shall complete and submit to Ofgem the necessary documents for RHI accreditation and registration of the Heat Pumps on the Non-Domestic Renewable Heat Register within five Business Days of the Completion Date.
- 7.2 The Supplier and the Purchaser shall ensure that connection points, meters and the identity of both the Supplier and the Purchaser are correctly recorded with Ofgem in order to comply with applicable regulations.
- 7.3 The Purchaser shall provide timely assistance to the Supplier in connection with its preparation of the necessary documents for RHI accreditation and registration of the Heat Pumps on the Non-Domestic Renewable Heat Register.
- 7.4 The Supplier shall ensure that any Personnel used to install the Heat Pumps are certified under the Microgeneration Certification Scheme.

8. **Fee**
- 8.1 In consideration of the provision of the Services by the Supplier:
- (A) the Purchaser shall pay to the Supplier one and half pence per KWh of heat consumed, on a monthly basis (“Monthly Fee”);
 - (B) the Supplier shall be entitled to receive the RHI Payments on a quarterly basis (together, the “Fee”).
- 8.2 Within 10 Business Days of the end of each Month, the Supplier shall provide to the Purchaser an invoice together with its calculation of the Monthly Fee, meter readings and supporting evidence.
- 8.3 The Purchaser shall pay the Monthly Fee to the Supplier within 10 Business Days of receiving a written invoice from the Supplier.
- 8.4 The Supplier shall receive the RHI Payments directly from Ofgem.
- 8.5 All sums payable under or pursuant to this Agreement are exclusive of VAT (if any). Accordingly, where any taxable supply for VAT purposes is made under or in connection with this Agreement, the Purchaser shall, in addition to any payment required for that supply, pay to the Supplier such VAT as is chargeable in respect of the supply at the same time as payment is due or in any other case when demanded by the Supplier. The Supplier shall provide the Purchaser with a valid VAT invoice in respect of any payment of VAT.
- 8.6 All payments under this Agreement shall be made in pounds sterling on or before the due date in cleared funds to the Supplier’s bank account (details of which will be supplied by the Supplier to the Purchaser). If any payment falls due on a day which is not a Business Day, it shall be made on the previous day which is a Business Day.
- 8.7 All sums payable to the Supplier under this Agreement shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services and shall, save as expressly provided to the contrary in this Agreement or by prior written agreement between the Parties, include every cost and expense of the Supplier and/or its Personnel directly or indirectly incurred in connection with the performance of the Services.
- 8.8 Without prejudice to any other right or remedy that it may have, if the Purchaser defaults in the payment when due of any sum payable by it under this Agreement, its liability shall be increased to include interest on such sum from the due date until the date of actual payment (both before and after judgment) at the annual rate which is 2 percentage points above the base rate of the Bank of England from time to time in effect during such period. All such interest shall accrue on a daily basis and be calculated on the basis of the actual numbers of days elapsed, over a 365-day year and compounded at monthly rests.
- 8.9 The Purchaser shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Purchaser shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set-off any amount owing to it by the Purchaser against any amount payable by the Supplier to the Purchaser.

9. **Term and Termination**

9.1 This Agreement shall continue in full force and effect during the Term.

9.2 The Supplier may terminate this Agreement before the Contractual Termination Date by giving not less than 10 Business Days' written notice to the Purchaser in any of the following events:

(A) if the Purchaser commits any material breach of any of the terms and conditions of this Agreement, including in relation to payment of the Fee, and fails to remedy that breach (if capable of remedy) within 10 Business Days after the earlier of i) becoming aware of that breach and ii) notice from the Supplier requiring it to be remedied and giving full particulars of the breach; or

(B) if the Purchaser has a bona fide winding up petition presented against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the Supplier), or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it has an administration petition presented or administration application made against it or a notice of intention to appoint an administrator has been given to any person or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process under any foreign law.

9.3 The Purchaser may terminate this Agreement at any time for any reason by giving at least 10 Business Days' written notice to the Supplier and paying the compensation rate specified in clause 9.4.

9.4 If the Supplier exercises its right to terminate the Agreement pursuant to clause 9.2, or the Purchaser exercises its right to terminate the Agreement pursuant to clause 9.3, the Purchaser shall pay compensation to the Supplier within two Months of the amount calculated in accordance with the formula:

$$£2,500 \times n$$

(with "n" being the number of years remaining before the Contractual Termination Date as at the date of termination).

9.5 If the Purchaser fails to pay the compensation referred to in clause 9.4, the Supplier will have the right to disconnect and remove the Heat Pumps. The Purchaser shall indemnify the Supplier for its cost of removing the Heat Pumps. The Purchaser shall allow access to the Supplier and the Supplier's Personnel as reasonably required to disconnect and remove the Heat Pumps.

10. **Consequences of Expiry or Termination**

10.1 Upon expiry or termination of this Agreement howsoever arising:

(A) save as set out in this clause 10, the rights and obligations of the Parties under this Agreement shall terminate and be of no further effect, except for those provisions which expressly or by their nature survive termination, including clauses 9, 10, 11 and 15 all clauses necessary to give effect to clauses 9, 10, 11 and 15;

(B) any rights or obligations to which any of the Parties may be entitled or be subject before such termination shall remain in full force and effect; and

- (C) termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event which gave rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination.

11. Limitation of Liability

11.1 The provisions of this clause 11 set out the entire financial liability of the Parties (including any liability for the acts or omissions of its respective Personnel) to each other in respect of:

- (A) any breach of this Agreement howsoever arising;
- (B) any use made by the Purchaser of the Heat Pumps; and
- (C) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2 Nothing in this Agreement shall exclude or limit the liability of either Party for:

- (A) death or personal injury resulting from negligence;
- (B) wilful or fraudulent misrepresentation or wilful default; or
- (C) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

11.3 Subject to clause 11.2, neither Party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for any breach of statutory duty or misrepresentation, or otherwise, for any:

- (A) loss of goodwill;
- (B) loss of business;
- (C) loss of a business opportunity;
- (D) loss of anticipated saving;
- (E) loss or corruption of data or information;
- (F) loss of profit; or
- (G) special, indirect or consequential damage suffered by the other Party that arises under or in connection with this Agreement.

11.4 Without prejudice to clauses 11.2, or 11.3, the Supplier's total liability, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited to £10 000

11.5 Both Parties are responsible to the other for mitigating losses which may arise, whatever the cause. This includes notifying the other Party that losses are occurring or likely to occur upon becoming so aware and taking all reasonable measures to ensure that the level of losses incurred is minimised by both Parties.

11.6 Notwithstanding any other provisions of this Agreement, neither Party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement.

12. **Insurance**

12.1 The Supplier shall, throughout the term of this Agreement and at its own cost:

- (A) take out and maintain or procure the maintenance of the following insurances:
 - (1) Public Liability: amount of indemnity required relates to claims or series of claims arising out of one event is £1,000,000; and
 - (2) Any other insurances as may be required by law;
- (B) ensure that any Personnel appointed by the Supplier to perform any of the Services under this Agreement have consistent insurances taken out by, and warranties as given by, the Supplier to the Purchaser in accordance with this Agreement;
- (C) make such policies available for inspection (and provide copies of them) at the Purchaser's request from time to time for the purpose of assessing whether the range and amount of cover is sufficient; and
- (D) not do anything to invalidate the insurance policies and administer them and the Supplier's relationship with its insurers to preserve the benefit for the Purchaser set out in this Agreement.

12.2 The Purchaser shall, throughout the term of this Agreement and at its own cost:

- (A) ensure the Purchaser is insured against any loss or damage, death or injury caused to the Purchaser buildings, Personnel, visitors or neighbours by fire, electrical failure or other normally insured risk; and
- (B) take out and maintain or procure the maintenance of buildings insurance which covers the full value of the Heat Pumps,

and on the first day of every financial year, shall provide the Supplier with a copy of the broker's certificate confirming such insurance.

13. **Representations and Warranties**

The Purchaser makes the representations and warranties in this clause 13 to the Supplier on the Commencement Date.

13.1 The Purchaser is a registered charity existing under the law of its jurisdiction of incorporation.

13.2 The signatory on behalf of the Purchaser is authorised to sign this Agreement on the Purchaser's behalf and to bind the Purchaser.

13.3 No event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or

instrument which is binding on it or to which any of its assets is subject which has or is likely to have a material adverse effect.

13.4 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Purchaser's knowledge, threatened against it, any of its directors or any of its assets, which, if adversely determined, might reasonably be expected to have a material adverse effect.

13.5 It has all insurances in place as required under clause 12 and as may be required by law.

14. **Notices**

14.1 Any notice given under this Agreement shall be sent in writing, signed by or on behalf of the Party giving it, and shall be served by delivering it by hand or sending it by pre-paid post to the Party due to receive it, at its address set out in this Agreement or to such other address as are last notified in writing to the Party by not less than five Business Days' notice. If practicable any such notice shall also be sent by email to:

(A) Supplier: CREW Energy
164 Trentham Street
London
SW18 5DJ
Email: info@crewenergy.london

(B) Purchaser: Devas Club
2A Stormont Road
London
SW11 5EN
Email: admin@devasclub.org

14.2 Any notice given pursuant to this clause shall be deemed to have been received, if delivered by hand, at the time of actual delivery, and if sent by post two Business Days after the date of posting.

14.3 If deemed receipt under this clause occurs before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day. If deemed receipt occurs after 5:00 pm on a Business Day or on any day which is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.

15. **General Provisions**

15.1 No Party shall be in breach of this Agreement nor liable for delay in performing or failure to perform, any of its obligation under this Agreement, if such delay or failure result from events beyond its reasonable control such as fire, accidents, war, epidemic or shortage of components or materials and time for performance of such obligations shall be extended accordingly.

15.2 No amendment or variation of this Agreement shall be valid or of any effect unless it is agreed in writing and signed by duly authorised representatives of both Parties.

15.3 This Agreement does not constitute a partnership and neither Party has authority to bind the other in any way.

- 15.4 The Parties shall promptly provide each other with any information relating to this Agreement and its operation which is reasonably requested and is within their knowledge or is reasonably obtainable.
- 15.5 If the Parties are unable to resolve any dispute between them then, except in case of emergency, they shall first seek to resolve the dispute by mediation before recourse to litigation. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 15.6 No person who is not a Party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.7 This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement.
- 15.8 At any time after the Commencement Date each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of this Agreement.
- 15.9 No failure to exercise nor any delay in exercising by any Party of any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver thereof in whole or in part.
- 15.10 If any provision of this Agreement is or becomes illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected. In these circumstances, the parties shall meet to discuss the affected provisions and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.
- 15.11 In the event of the occurrence of a Change in Law, the provisions of schedule 2 shall apply.
- 15.12 This Agreement, together with any documents referred to in it, constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, understandings, undertakings, statements, representations, warranties and arrangements of any nature (in each case whether in writing or oral) given by, or on behalf of, the Parties and relating to its subject matter.
- 15.13 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNED BY)
authorised for and on behalf of)
CREW ENERGY LIMITED)

SIGNED BY Johnny Devas)
authorised for and on behalf of)
DEVAS CLUB)

schedule 1 : THE SERVICES

Part 1 - Specification of Heat Pumps to be installed

Product Type	Number
Pack3-16 Nibe Air source heat pump pack F2040 with SMO 40 &VST 011 inc.	1
Nibe F2040 16kw Outdoor ASHP single phase 230v	3
Nibe UKV 500 buffer tank	1
VST 20 3-way hot water control valve Max 30kW	4
CPD11-25/75 Speed Controlled Circulation Pump	5
MID electric meter	4
Class2 heat meter	1
Expansion Vessell and other TPRV safety devices	1
Copper pipework, valves and vents	1
KVR10-10 F2040 Heated condensate water pipe 1m	4

Part 2 - The Services

1. Installation

The Supplier or its Personnel will install the Heat Pumps at the Site and connect the Heat Pumps to the Building's heating system in accordance with the manufacturer's instructions. The Supplier will notify the Purchaser of the Delivery Date.

2. Commissioning

After the Delivery Date, the Supplier or its Personnel will conduct post-installation commissioning tests to ensure that the Heat Pumps have been correctly installed and are performing as predicted by the manufacturer of the Heat Pumps. The Supplier will notify the Purchaser of the Completion Date.

3. Training

The Supplier shall arrange for such number of the Purchaser's Personnel to be trained in the use of the Heat Pumps, at such time and for such number of sessions as agreed between the Parties.

4. Heat

The Supplier shall ensure that the Heat Pumps are operating to contribute enough heat, complementing Building's existing heating system, to maintain a comfortable temperature in the rooms in use at the Building in accordance with the timetable provided by the Purchaser.

5. Replacement

Subject to the Purchaser having complied with its obligations under clause 6.1(A), the Supplier or its Personnel will replace any of the original Heat Pumps within four weeks of any failure to operate if the Heat Pump is irreparable under clause 6.1(A) in order to achieve full functionality as described in paragraph 4 above.

6. Metering

The Supplier will take meter readings, remotely or at the Site, and provide meter readings to Ofgem in order to receive payments under RHI every three months starting from the date of accreditation.

schedule 2 : CHANGE IN LAW

1. Effect of a Change in Law

If, due to the occurrence of a Change in Law, the Supplier's costs increase, the Fee decreases, or a Party's rights under this Agreement are revoked or restricted:

- (A) either Party may give notice to the other of the occurrence of the Change in Law;
- (B) the Parties shall meet no later than five Business Days following receipt of the notice referred to in paragraph 1(A) to consult and seek to agree that a Change in Law has occurred and, if so, the effect of that Change in Law on the Agreement.

If the Parties, no later than five Business Days after this meeting, have not agreed on the occurrence, the effect or the nature of the Change in Law, either Party may refer those questions, and the question of the changes to be made to the Agreement pursuant to paragraph 1(C), for resolution in accordance with clause 15.5 (*General Provisions*) of this Agreement; and

- (C) where it is agreed under paragraph 1(B) that a Change in Law has occurred, the Parties shall seek to agree in good faith such amendments to the Agreement as may be necessary or appropriate to take account of such Change in Law so that:
 - (1) performance of the Agreement is or remains legal and enforceable; and
 - (2) the net burden to the Supplier and/or the Purchaser of a Change in Law (following determination of the amount of the relevant burden of such Change in Law) shall be shared equally between the Parties and for these purposes each Party shall provide to the other all information in its possession reasonably required to demonstrate such net burden.

2. Right to suspend performance

Either Party may, by written notice to the other Party, suspend performance of those of its obligations under this Agreement that are prevented by a Change in Law, following the agreement or determination under paragraph 1(B) that there has been a Change in Law. Where the Parties are not able to agree, in good faith, amendments to the Agreement to give effect to paragraph (C) above, then no later than 30 Business Days (or such longer period as the Parties may agree) following the commencement of the relevant suspension or, if no such suspension has taken place, then following the commencement of discussions pursuant to paragraph 1(C), either Party may refer the dispute to a mediator for determination in accordance with clause 15.5 (*General Provisions*) of this Agreement. The role of the mediator in imposing changes to the Agreement upon the Parties for the purposes of this schedule shall be solely as set out in paragraphs 3(A) and 3(B) above and to ensure the mechanics of the Agreement are operable. By way of example and without limitation, the Parties do not intend the mediator to impose any allocation or reallocation of risks and/or costs in this Agreement.