

SONI LIMITED

and

[RELEVANT GENERATOR]

FUEL SWITCHING AGREEMENT



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THIS AGREEMENT is dated

PARTIES:

- (1) **SONI LIMITED** a company registered in Northern Ireland whose company number is NI038715 and whose registered office is at Castlereagh House, 12 Manse Road, Belfast, Northern Ireland, BT6 9RT ("**SONI**"); and
- (2) **[RELEVANT GENERATOR]** a company registered in Northern Ireland whose company number is **[NUMBER]** and whose registered office is at **[ADDRESS]** ("**Generator**").

WHEREAS:

- (A) SONI is the licensed electricity transmission system operator in Northern Ireland.
- (B) SONI is responsible for the safe, secure, efficient and reliable operation of the high voltage electricity system in Northern Ireland.
- (C) Given its function as TSO in Northern Ireland, SONI has an important role in assisting the Department and the Regulator to ensure that the appropriate measures are in place for the monitoring, assessing and managing of security of electricity supply.
- (D) The purpose of this Agreement is to set out the rights and obligations of the Generator and SONI in relation to secondary fuel stock monitoring, minimum secondary fuel output capability, fuel switching testing obligations, fuel switching and recovery of costs to meet fuel switching and fuel testing obligations.
- (E) The terms of this Agreement have been approved by the Regulator.

1 DEFINITIONS

1.1 In this Agreement (including the recitals) the following expressions have the following meanings:

"**Ancillary Services**" means the system support services in Northern Ireland including, without limitation, operating reserve, reactive power and black start capability.

"**Availability**" has the meaning given to such term in the SONI Grid Code.

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

"**Connection Agreement**" means the agreement between the SONI or Northern Ireland Electricity Limited and the Generator which provides the right for Generating Unit(s) to be and remain connected to the electricity transmission system or the electricity distribution system in Northern Ireland.

"**Department**" means the Department of Trade, Enterprise and Investment, or any such entity as may replace it to undertake its functions.

"**Dispatch Instruction**" has the meaning given to such term in the Grid Code.

"**Expert**" means the expert that may be approved in accordance with clause 24 of this Agreement.

"**Fuel Security Code**" means the Northern Ireland Fuel Security Code implemented by the Department as a condition of licences under Article 10 of the Order and which Fuel Security Code as updated or amended from time to time.

"**Fuel Stock Test**" has the meaning given to such term in clause 2.3.2 of this Agreement.

"**Fuel Switch Over Output**" is the MW output in the range between the upper and lower output limits within which a switch over can occur from primary fuel to secondary fuel or vice versa.

“Generating Unit” means a generating unit listed under Schedule 1 of this Agreement.

“Generation Licence” means a licence to generate electricity granted pursuant to the Order;

“Generator Performance Incentive” has the meaning given to such term in the OSC Methodology Statement.

“Grid Code” means the Grid Code at any time existing as required to be prepared by the TSO in Northern Ireland pursuant to its licence.

“IPPC” means the Integrated Pollution Prevention and Control permit.

“MEC” means maximum export capacity.

“MW” means megawatt.

“MWh” means megawatt hour.

“Order” means the Electricity (Northern Ireland) Order 1992.

“OSC Methodology Statement” means the statement of that name published on the SONI Website.

“Registered Capacity” has the meaning set out in the Grid Code;

“Regulator” means the Northern Ireland Authority for Utility Regulation, or any such entity as may replace it to undertake its functions.

“Replenishment Time Period” has the meaning given to such term in clause 2.3.4 of this Agreement.

“Required Fuel Level” has the meaning given to such term in clause 2.2 of this Agreement.

“Secondary Fuel Commercial Offer Data” has the meaning given to such term in clause 5.1.1 of this Agreement.

“Secondary Fuel Switch” means on instruction from SONI, a Generation Unit start up on secondary fuel or must change over from primary fuel to secondary fuel pursuant to sections SDC2.A.8 and SDC2.A.9 of the Grid Code.

“Secondary Fuel Switching Compensation Spreadsheet” means a document in the form as set out in Part 2 of Schedule 2 of this Agreement.

“Secondary Fuel Switching Event” means a Secondary Fuel Switch or a Secondary Fuel Test.

“Secondary Fuel Switching Profile” means a document in the form as set out in Part 1 of Schedule 2 of this Agreement.

“Secondary Fuel Test” means on instruction from SONI, a Generating Unit must start up on secondary fuel or complete a change-over from primary fuel to secondary fuel while holding electrical output at or above the Fuel Switch Over Output. The Generating Unit will then be instructed on secondary fuel to a MW value of no less than 90% of declared Availability on the secondary fuel or such other level as system conditions allow. Following a period of running on secondary fuel, the Generating Unit will be instructed by SONI to change back to the primary fuel, again while holding electrical output at or above Fuel Switch Over Output or desynchronised.

“Short Notice Declaration” has the meaning given to such term in the OSC Methodology Statement.

“Single Electricity Market” or **“SEM”** means the All Island Single Electricity Market comprising arrangements for the creation and operation of a single electricity market in Northern Ireland and the Republic of Ireland which the Regulator and the Commission for Energy Regulation in the Republic of Ireland introduced from 1 November 2007 to both Northern Ireland and the Republic of Ireland.

“SONI Website” means the official website of SONI, currently: www.soni.ltd.uk.

“Technical Offer Data” has the meaning given to such term in the Trading and Settlement Code.

"Trading and Settlement Code (TSC)" means the code published by the operator of the SEM for the single electricity market pursuant to, in Northern Ireland, section 23 of the Northern Ireland (Miscellaneous Provisions) Act 2006 and the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007, and in Ireland pursuant to Section 9BA(1) of the Electricity Regulation Act 1999 and as designated pursuant to regulations made under section 9BA(2)(a) of the Electricity Regulation Act 1999.

"Trading Period" has the meaning given to such term in the Grid Code.

"TSO" means the transmission system operator.

“Use of System Agreement” means the agreement between SONI and the Generator which provides the right for the use of the Northern Ireland electricity transmission system.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 Words in the singular shall include the plural and vice versa.
- 1.8 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.
- 1.9 **Writing** or **written** includes faxes and e-mail.
- 1.10 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. The words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 A reference to a **party** is a reference to one of the parties to this Agreement and a reference to the **parties** is a reference to the parties to this Agreement.
- 1.13 Any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this Agreement) at any time.
- 1.14 Any Northern Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Northern Ireland be treated as a reference to any analogous term in that jurisdiction.
- 1.15 In the event of inconsistency between the provisions of this agreement and the Grid Code or the Fuel Security Code (as the case may be), the provisions of the Grid Code or the Fuel Security Code (as the case may be) shall prevail to the extent of such inconsistency unless the contrary intention is explicit.
- 1.16 If either Party reasonably believes that a conflict exists between the provisions of this Agreement and the provisions of the Fuel Security Code or Grid Code, it shall notify the other Party of that belief and the Parties shall discuss in good faith whether such a conflict exists, and if so, whether amendments should be made to this Agreement to resolve the conflict and/or the nature of those amendments, either Party shall be entitled to refer the

dispute to the Regulator for determination which determination shall be final and binding on the parties.

2 FUEL STOCK TESTS

2.1 Fuel Stock Requirements

2.1.1 The Generator is obliged to provide monthly reports to SONI, as outlined in 2.4.1 below, showing the MWh of electrical output for each Generating Unit running continuously at its MEC when using such secondary fuel .In the event that there is a common secondary fuel storage facility for multiple Generating Units then any shortfall in the aggregate quantity of fuel required to be stored, as per 2.2. below, should be calculated on a pro-rata basis for all Generating Units for the purposes of the monthly report to SONI.

2.2 Quantity of Fuel to be Stored

The parties acknowledge and agree that the amount of fuel generators are required to store shall be the fuelling requirement to run each Generating Unit for a continuous period of five days at its maximum rated capacity (the "**Required Fuel Level**").

2.3 Fuel Stock Inspections

SONI shall be entitled to procure that physical inspections of the secondary fuel stocks held by the Generator in secondary fuel tanks are carried out. The Generator agrees that inspections may be carried out by SONI on all of the Generator's secondary fuel storage locations including offsite third party locations, provided always that reasonable advance notice is provided to the Generator prior to any such inspection. An inspection carried out in accordance with this clause 2.3 will normally be visual in nature however may also involve tank dipping, sampling and analysis.

2.3.1 Requirements

- (a) SONI shall be entitled to carry out up to two physical inspections of secondary fuel stock levels per year. The inspections will be carried out during normal business hours on normal Business Days. All costs of such inspections will be borne by SONI.
- (b) Notice in writing will be issued by SONI to the appropriate nominated contact point for the Generator. Notice of five Business Days will be given to the Generator prior to any inspection. The Generator will be required to facilitate SONI's (or its nominated representatives') access to its fuel stores and any reasonable request in the examination.
- (c) Where the Generator's fuel stock is held off-site on its behalf by another party, the Generator must arrange with the holder of the fuel to facilitate an inspection by SONI. A demonstrable secure method of transportation must be in place between the off-site fuel storage and the Generating Unit(s).

2.3.2 SONI may carry out ad hoc secondary fuel stock level checks (a "**Fuel Stock Test**") as it deems reasonable and appropriate, coordinated with the Generator and to be undertaken at mutually agreeable times with reasonable notice to ensure that the Generator is in compliance with its secondary fuel stock level obligations.

2.3.3 Criteria – Fuel Stock Tests

A passed Fuel Stock Test is based on the Generator meeting the following criteria:

- (a) The stored secondary fuel must be in usable form.

And either:-

- (b) The fuel levels communicated either through the monthly reports or as confirmed following a physical inspection are compliant with clause 2.2;

Or

- (c) Arrangements are in place for the tanks to be replenished as soon as reasonably practicable to at least the Required Fuel Level following any drop in secondary fuel stock level below the Required Fuel Level.

In all other cases, where the Generator does not meet the criteria set out in clause 2.3.3, the Fuel Stock Test will be deemed a failure.

2.3.4 When an inspection takes place it will make reasonable allowance for any fuel used in recent Secondary Fuel Tests (carried out on instruction from SONI) causing secondary fuel stock level to drop below the Required Fuel Level and which is in the process of being restocked as soon as reasonably practicable or at the latest within the Replenishment Time Period provided always that evidence is provided by the Generator to this effect. Generators are obliged at all times to make SONI aware of any material changes to the stock level of secondary fuel, its usability or the ability of the Generating Unit(s) to operate on that fuel. The Generator will be required to increase its stock or have arrangements in place to increase its stock to the Required Fuel Level as soon as reasonably possible but in any case no longer than ninety (90) days following the failed Fuel Stock Test (the "**Replenishment Time Period**"), except where otherwise agreed with SONI.

2.3.5 Following a Secondary Fuel Test which is carried out on instruction from SONI and which results in a reduction of secondary fuel stock levels below the Required Fuel Level, the Replenishment Time Period will be allowed to enable the Generator to replenish or have in place arrangements to replenish secondary fuel stock levels however replenishment should be carried out as soon as reasonably practicable. Any dispute in relation to a Fuel Stock Test shall be resolved in accordance with clause 24.

2.4 **Communication with SONI**

2.4.1 ***Data to be submitted to SONI***

The monthly fuel stocking report as required under clause 2.1 should be emailed by the Generator to SONI at fuelswitching@soni.ltd.uk on the first Business Day of each month and an update should be emailed by the Generator to SONI if there are any material differences in the Generator's secondary fuel stock levels within that month relevant to the minimum Required Fuel Level.

2.4.2 ***Notification of Secondary Fuel Stock Inspection***

The Generator is required to nominate a specific point of contact and an alternate to SONI (to fuelswitching@soni.ltd.uk) for all communications with regard to secondary fuel stock inspections. SONI will notify the Generator (via a specific point of contact) by email five (5) Business Days in advance of the secondary fuel stock inspection.

2.4.3 ***Communication on Fuel Stock Levels***

Following a failed secondary fuel stock test, SONI will issue a non-compliance notice to the Generator within twenty (20) Business Days. The Regulator will also be notified by SONI of any non-compliance by the Generator with the Required Fuel Level.

3 **SECONDARY FUEL SWITCHES**

3.1 **Background**

3.1.1 SONI can instruct a Generating Unit to perform a Secondary Fuel Switch as permitted under the Grid Code which, for the avoidance of doubt, is not a Secondary Fuel Test.

3.1.2 SONI may issue an instruction to switch fuel or start up on secondary fuel.

- (a) On instruction from SONI, a Generating Unit must start up on, or switch from the primary to, the secondary fuel. A fuel switchover should be achieved while holding electrical output at the Fuel Switch Over Output. This parameter is provided by the

Generator to the TSO and is considered part of the generation data requirements in the Grid Code.

- (b) Following startup or switchover the Generating Unit must operate continuously on secondary fuel on instruction from SONI and respond to instructions issued by SONI at all times.
- (c) Following a period of running on secondary fuel, SONI will instruct the Generating Unit to switch back to the primary fuel or desynchronise. In the case of a changeover, the Generating Unit should achieve this while holding electrical output at the Fuel Switch Over Output.

3.2 **Fuel Stock Replenishment following a Secondary Fuel Switch**

Following a Secondary Fuel Switch, the Generator is expected to make the necessary arrangements with its suppliers to replenish or have arrangements in place to replenish, secondary fuel stock levels as soon as is reasonably practicable, in the event that the stock level falls below the Required Fuel Level and in any event within the Replenishment Time Period.

4 **SECONDARY FUEL TESTS**

4.1 **Background**

SONI can instruct a Generating Unit to perform up to two (2) successful Secondary Fuel Tests per year.

4.2 **Requirements - Secondary Fuel Test**

4.2.1 For the first Secondary Fuel Test following the implementation of the approved testing arrangements, SONI will give prior notice of not less than forty-eight (48) hours to the Generator.

4.2.2 For all subsequent Secondary Fuel Tests, SONI will issue an instruction to switch fuel or start up on secondary fuel. SONI will endeavour to schedule the Secondary Fuel Test at such time as to minimise the possibility of the Generator undergoing sustained running using its secondary fuel.

- (a) On instruction from SONI, a Generating Unit must startup on, or switch from the primary to, secondary fuel as soon as reasonably possible and in any event in no more than five hours. A fuel switchover should be achieved while holding electrical output at or above the Fuel Switch Over Output. This parameter is provided by the nominated contact point to the TSO and is considered part of the generation data requirements in the Grid Code.
- (b) The Generating Unit when using the secondary fuel will be instructed to generate at a MW value of no less than ninety per cent (90%) of their declared Availability on secondary fuel or such other level as system conditions allow. The Generating Unit will need to maintain operation on the secondary fuel for a minimum of one (1) hour after a successful fuel switchover unless dispatched otherwise by SONI.
- (c) Following a period of running on the secondary fuel, SONI will instruct the Generating Unit to switch back to the primary fuel or desynchronise. In the case of a changeover, the Generating Unit should achieve this while holding electrical output at the Fuel Switch Over Output.

4.2.3 It is anticipated that under normal circumstances the Secondary Fuel Test should be completed within a few hours. However, under exceptional circumstances, the Generating Unit may be required to operate on secondary fuel for a longer period of time if there are concerns for system security. SONI will consider the system conditions at all times when scheduling Secondary Fuel Tests.

4.3 **Secondary Fuel Test**

4.3.1 **Criteria – A Successful Secondary Fuel Test**

4.3.1.1 A Successful Secondary Fuel test is deemed successful if the Generating Unit meets all of the following criteria:

- (a) complies with all instructions from SONI;
- (b) operates continuously for five hours (or less if instructed to switch back fuels by SONI) i.e. without tripping, with a profile that is similar (within ten per cent (10%)) to its Secondary Fuel Switching Profile or as otherwise instructed by SONI at all times during the test (which may include operating at an output of no less than ninety per cent (90%) of the declared Availability on secondary fuel); and
- (c) the Generating Unit's performance is consistent with its secondary fuel Technical Offer Data as required in accordance with the Grid Code.

4.3.1.2 For the avoidance of doubt, the performance of the Generating Unit on the secondary fuel must be in accordance with existing IPPC and other license requirements. In addition, if the Generating Unit while on secondary fuel is instructed for system conditions to maintain an output less than ninety per cent (90%) of declared Availability on secondary fuel but completes the rest of the Secondary Fuel Test successfully, the Secondary Fuel Test will be deemed a success.

4.3.1.3 In all other cases, where the Generating Unit does not meet the criteria set out in this clause 4.3.1, the Secondary Fuel Test will be deemed a failure.

4.3.2 **Re-Test following a failed Secondary Fuel Test**

Following a failed Secondary Fuel Test, the Generator will be obliged to communicate with SONI on the reasons for failure of the Generating Unit in the Secondary Fuel Test. The Generator will be required to repeat the Secondary Fuel Test promptly. If there is repeated failure of the Generating Unit to successfully complete a Secondary Fuel Test, then that Generating Unit will be in breach of this Agreement and the matter will be referred to the Regulator.

4.3.3 Any dispute in relation to a Secondary Fuel Test shall be resolved in accordance with clause 24.

4.4 **Communication with SONI**

4.4.1 **Secondary Fuel Switching Profile**

Generators are required to submit their Secondary Fuel Switching Profile to SONI at Generator_Testing@soni.ltd.uk. This profile should be submitted on an annual basis on or before 31 March each year or as otherwise required by SONI. When the Generator is submitting its Secondary Fuel Switching Profile, the Generator is also required to submit indicative Secondary Fuel Commercial Offer Data to SONI, i.e. the indicative Secondary Fuel Commercial Offer Data if the test was to occur on the date of submission of the Secondary Fuel Switching Profile.

4.4.2 **Notice and data to be submitted before a Secondary Fuel Test**

SONI will notify the Generator of its intention to carry out a Secondary Fuel Test at least five (5) Business Days in advance. During this time the Generator may re-submit their Secondary Fuel Switching Profile and update the Secondary Fuel COD as per clause 4.4.1

4.4.3 **Secondary Fuel Test**

SONI will send a notification to the Generator to signal the start and end of the Secondary Fuel Test. During the Secondary Fuel Test, SONI will dispatch the Generator per the submitted Secondary Fuel Switching Profile or otherwise.

4.4.3.1 **Communication of Test Result**

Following a Secondary Fuel Test, SONI will issue the test result (pass/fail) to the Generator as soon as possible but no later than twenty (20) Business Days of the test. In the case of a failed test, SONI will also notify the Regulator.

5 **COMPENSATION ARRANGEMENTS**

Generators will be required to submit the following data via email to SONI at fuelswitching@soni.ltd.uk. This data should be emailed to SONI using the Secondary Fuel Switching Profile and the Secondary Fuel Switching Compensation Spreadsheet. For the avoidance of doubt, Generators will only be compensated for a Secondary Fuel Switching Event.

5.1 **Data to be submitted after Secondary Fuel Switching Event (within 20 business days)**

All the data referred to in this clause 5.1 should be submitted to SONI using the Secondary Fuel Switching Compensation Spreadsheet within twenty (20) Business Days of a Secondary Fuel Switching Event. SONI will assess the data which is submitted to it and, subject to clause 8, if approved, will make the agreed payment to the Generator in line with the Ancillary Services settlement timelines.

5.1.1 Secondary Fuel Commercial Offer Data consists of:

(a) Start up Costs (£)

Where applicable these are the costs associated with the start up of a Generating Unit on secondary fuel. If the Generating Unit was already running, then no start up cost will be incurred.

(b) No Load Costs (£/hour)

No load costs are those costs that must be incurred to keep the Generating Unit running.

(c) Price Quantity Pairs (£/MWh)

This is an incremental cost that is entirely dependent on the MW output of the Generating Unit on secondary fuel,

((a) to (c) above being the "**Secondary Fuel Commercial Offer Data**").

5.1.2 Generators are also required to ensure that a director, or a duly authorised representative, signs off of Secondary Fuel Commercial Offer Data. A scanned signed copy of the Secondary Fuel Commercial Offer Data should be emailed to SONI at fuelswitching@soni.ltd.uk within five (5) Business Days of the Secondary Fuel Switching Event. This should be followed up with a hard copy posted to SONI's offices.

5.1.3 For the avoidance of doubt, the Secondary Fuel Commercial Offer Data submitted should only include avoidable costs directly associated with the Secondary Fuel Switching Event. Any costs incurred by the Generating Unit in maintaining secondary fuel capability will not be compensated via this mechanism and should not be included as part of Secondary Fuel Commercial Offer Data. Additionally, costs associated with the potential risk of failure of a Generating Unit to comply with the secondary fuel obligations is not deemed a valid cost for compensation and should also not be included as part of Secondary Fuel Commercial Offer Data. SONI can query any costs that it does not find acceptable and can refer them to the Regulator if there is not agreement with the Generator to resubmit them.

6 **COMMERCIAL IMPLICATIONS OF RUNNING ON SECONDARY FUEL**

- 6.1 The Generator should follow its Dispatch Instructions to minimise uninstructed imbalances.
- 6.2 The Generator will be required to declare its Ancillary Services capability throughout the Secondary Fuel Switching Event. Ancillary Services payments will be calculated accordingly.
- 6.3 Short Notice Declaration charges and trip charges will apply as normal. Rules around the Generator Performance Incentive mechanism will apply as normal.

A Secondary Fuel Test will occur outside the SEM as it will be notified after gate closure. The Generating Unit will not be considered as under test in SEM during a Secondary Fuel Test and testing charges will not apply as the Generating Unit will not be deemed to be under test in the SEM.

7 **SETTLEMENT & PAYMENT**

- 7.1 The Generator will be paid for its incremental Secondary Fuel Switching Event costs once the Secondary Fuel Switching Event has been completed. Such costs shall only be payable to the Generator in the event that:
 - (a) a Secondary Fuel Test is deemed successful in accordance with clause 4.3.1; or
 - (b) the Generator has followed the instructions issued by SONI in respect of a Secondary Fuel Switch in accordance with clause 3.1.2(a)-(c) and has complied fully with its obligations thereunder.
- 7.2 Settlement for a successful Secondary Fuel Switching Event will be carried out in line with the Ancillary Services settlement timelines. Settlement will be done on a monthly basis and Generators will be issued with a statement. The Generator will then provide a written invoice to SONI who shall instruct payment for Secondary Fuel Switching Events to be made in pounds sterling by telegraphic transfer to the Generator's nominated account.
- 7.3 Any dispute in relation to payments for costs associated with a Secondary Fuel Switching Event shall be resolved in accordance with clause 24.

8 **CONDITIONS FOR PAYMENT**

- 8.1 Payment for a Secondary Fuel Switching Event may only be made in instances where the Secondary Fuel Switching Event is executed on instruction from SONI.
- 8.2 Payment will only be made to the Generator by SONI for incremental costs that are incurred and submitted in accordance with this Agreement.
- 8.3 The switchover period for which incremental costs will be considered for payment is defined by the instructions issued by SONI to the Generator to startup or switch to secondary fuel and to change back to primary fuel or desynchronise. For the purposes of determining payment for the incremental secondary fuel costs, the energy produced while on secondary fuel will be deemed to be the SEM metered output of the Generating Unit from the start of the Trading Period containing the effective time of the Dispatch Instruction to switch to secondary fuel until the end of the Trading Period containing the effective time of the Dispatch Instruction to change back to primary fuel.

9 **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 9.1 Neither party shall disclose or permit any person to disclose to any person the terms of this Agreement other than as may be required by law, court order or any governmental or regulatory authority.
- 9.2 Either party may disclose any information that it is otherwise required to keep confidential under this clause 9:
 - (a) to such of its professional advisers, consultants, employees, officers or affiliates as reasonably necessary to advise on this Agreement, provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential as if they were that party; or

- (b) with the written consent of the other party.
- 9.3 No announcement, circular or other publicity in connection with the subject matter of this Agreement (other than as permitted by this Agreement) shall be made by or on behalf of the Generator or SONI without the approval of the other (such approval not to be unreasonably withheld or delayed).
- 10 **TERMINATION**
- 10.1 SONI shall be entitled by three (3) months' notice in writing to the Generator, to terminate this Agreement.
- 10.2 SONI may by notice in writing to the Generator terminate this Agreement forthwith upon:
- 10.2.1 the Generator ceasing to be a signatory to the Trading and Settlement Code otherwise than due to the Trading and Settlement Code being terminated; or
- 10.2.2 termination of the Trading and Settlement Code save where the same is replaced with alternative electricity trading arrangements; or
- 10.2.3 the Connection Agreement being properly terminated in accordance with its terms; or
- 10.2.4 the Use of System Agreement being properly terminated in accordance with its terms; or
- 10.2.5 revocation or withdrawal of the TSO Licence or any replacement thereof granted to the SONI by the Regulator; or
- 10.2.6 revocation or withdrawal of the Generation Licence or any replacement thereof granted to the Generator by the Regulator; or
- 10.2.7 the Generating Unit being destroyed or damaged (including by Force Majeure) to such an extent as to be incapable of generating electricity, and it is agreed between the Parties or, determined by an Expert that the Generating Unit is unlikely to be restored to at least seventy five per cent (75%) of the Registered Capacity within twenty four (24) months after the date on which the destruction or damage occurred; or
- 10.2.8 the Generator failing to comply with or failing to operate in conformity with any provisions of this Agreement or the Grid Code where such failure is a material breach of this Agreement or the Grid Code, as the case may be (being one which materially affects the Generator's ability to perform its obligations under the Agreement) and, if such failure is capable of remedy but remains unremedied for a reasonable period provided for in this Agreement or, if none is provided for, then twenty (20) Business Days following the date on which the Generator is given notice of the default by SONI; or
- 10.2.9 in relation to the Generator:
- (a) an order of the High Court being made or an effective resolution passed for its insolvent winding up or dissolution; or
- (b) a receiver, administrative receiver or administrator of the whole or any material part of its assets or undertaking being appointed; or
- (c) any scheme of arrangement being entered into (other than for the purpose of a solvent reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by SONI); or
- (d) inability to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989; or

10.3 The Generator may by notice in writing to the Company terminate this Agreement forthwith upon:

10.3.1 SONI failing to pay (other than by inadvertent error in funds transmission which is discovered by the Generator, notified to SONI and corrected within ten (10) Business Days thereafter) any material amount properly due or owing from it pursuant to this Agreement according to its terms and such failure to pay continues unremedied (and not disputed in good faith and upon reasonable grounds) at the expiry of fifteen (15) Business Days following receipt of written notice from the Generator of such failure; or

10.4 the revocation or withdrawal of the TSO Licence or any replacement thereof granted to SONI by the Regulator.

10.5 Without prejudice to clause 23.2 or any other remedy to which either Party may be entitled for breach of this Agreement, this clause 10 states the only circumstances in which either Party may unilaterally terminate this Agreement.

11 **EFFECT OF TERMINATION**

11.1 The relevant provisions of this Agreement shall survive expiry or termination of this Agreement to the extent necessary to provide for final billings, adjustments and payments of any payments, charges or other monies due and owing pursuant to this Agreement.

11.2 Termination of this Agreement shall not affect any rights or obligations of the Parties which have accrued at the time of such termination or, where applicable, the continuing obligations of the Parties under this Agreement.

12 **LIMITATION OF LIABILITY**

12.1 Neither Party nor any of their respective officers, employees or agents shall be liable to the other Party for any losses, damages, claims, liabilities, costs or expenses arising from any breach of this Agreement other than for losses, damages, claims, liabilities, costs or expenses directly resulting from a breach which at the date of this Agreement was reasonably foreseeable as likely to occur in the ordinary course of events from such breach in respect of:

- (a) physical damage being occasioned to the property of the other Party, its officers, employees or agents; or
- (b) the liability of the other Party to any other person for loss in respect of physical damage caused directly to the property of such other person as a result of such breach (a claim by a third party in respect of that liability hereafter in clause 12.5 being referred to as a "legal claim"); or

provided that the liability of either Party in respect of all such losses, damages, claims, liabilities, costs or expenses shall not exceed one million pounds Sterling (£1,000,000).

12.2 Subject to clause 12.3 and any provision of this Agreement which provides for payment obligations or an indemnity, neither Party nor any of their respective officers, directors, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

- (a) loss of profit, loss of revenue, loss of use, loss of contract (other than this Agreement) or loss of goodwill; or
- (b) indirect or consequential loss, incidental or special damages (including punitive damages); or
- (c) loss resulting from the liability of the other Party to any other person howsoever and whensoever arising save as provided in clauses 12.1 and 12.3.

- 12.3 Nothing in this Agreement shall exclude or limit the liability of one Party “the Party Liable” for death or personal injury to an officer, employee or agent of the other Party, “the Party Not Liable”, resulting directly from the negligence of the Party Liable or any of its officers, employees and agents and, the Party Liable shall indemnify and keep indemnified the Party Not Liable, its officers, employees and agents from and against any losses, damages, claims, liabilities, costs or expenses which the Party Not Liable may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or the negligence of any of its officers, employees or agents (such claim hereafter in clause 12.6 being referred to as an “injury claim”).
- 12.4 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the other Party, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.
- 12.5 In the event of any legal claim being made by a third party against the Party Not Liable, the Party Liable shall be promptly notified by the Party Not Liable of the legal claim and, the Party Liable may, at its own expense, conduct all negotiations for the settlement of the claim and any litigation that may arise from the claim. The Party Not Liable shall not, unless and until the Party Liable has failed to unconditionally agree in writing to take over the conduct of the negotiations or litigation in respect of the legal claim within ten (10) Business Days of receiving notice from the Party Not Liable requesting it to do so, make any admission which might be prejudicial to the claim. The conduct by the Party Liable of such negotiations or litigation shall be conditional upon the Party Liable having first given to the Party Not Liable such reasonable security as the Party Not Liable shall from time to time notify the Party Liable that it requires to cover the amount ascertained or agreed or estimated, as the case may be, of any losses, damages, claims, liabilities or costs for which the Party Not Liable may become liable in respect of the legal claim. The Party Not Liable shall, at the request of the Party Liable, afford all available assistance for the purpose of contesting the legal claim and shall be paid by the Party Liable (within ten (10) Business Days of the date of its invoice therefor) all reasonable expenses incurred in so doing.
- 12.6 In the event of any injury claim being made by a third party against the Party Not Liable, the Party Liable shall be promptly notified by the Party Not Liable of the injury claim and, the Party Liable may at its own expense, conduct all negotiations for the settlement of the claim and any litigation that may arise from the claim. The Party Not Liable shall not, unless and until the Party Liable has failed to unconditionally agree in writing to take over the conduct of the negotiations or litigation in respect of the injury claim within ten (10) Business Days of receiving notice from the Party Not Liable requesting it to do so, make any admission which might be prejudicial to the claim. The conduct by the Party Liable of such negotiations or litigation shall be conditional upon the Party Liable having first given to the Party Not Liable such reasonable security as the Party Not Liable shall from time to time notify the Party Liable that it requires to cover the amount ascertained or agreed or estimated, as the case may be of any losses, damages, claims, liabilities, costs or expenses for which the Party Not Liable may become liable in respect of the injury claim. The Party Not Liable shall, at the request of the Party Liable, afford all available assistance for the purpose of contesting the injury claim and shall be paid by the Party Liable (within ten (10) Business Days of the date of its invoice therefor) all reasonable expenses incurred in so doing.
- 12.7 Each of the provisions of this clause 12 shall:
- 12.7.1 be construed as a separate and severable contract term, and if one or more of such provisions is held to be invalid, unlawful or otherwise unenforceable the other or others of

such provisions shall remain in full force and effect and shall continue to bind the Parties;
and

12.7.2 survive termination of this Agreement.

12.8 Each of the Parties agrees that the other Party holds the benefit of clauses 12.1, 12.2 and 12.3 for itself and as trustee and agent for its officers, directors, employees and agents.

12.9 For the avoidance of doubt nothing in this clause 12 shall prevent or restrict either Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

12.10 Nothing in this clause 12 shall exclude or restrict or otherwise prejudice or affect any:

(a) rights and obligations of either Party which are conferred or created by the Order, the TSO Licence or the Generator's Generation Licence, or statutory regulations; or

(b) rights, powers, duties and obligations of the Regulator or the Department under the Order, any licence granted under the Order or otherwise howsoever.

12.11 Subject to clause 12.10 and unless expressly provided otherwise in this Agreement, this clause 12 insofar as it excludes or limits liability shall override any other provisions of this Agreement.

12.12 Each Party hereby acknowledges and agrees that the provisions of this clause 12 are fair and reasonable having regard to the circumstances as at the date of this Agreement.

13 **FURTHER ASSURANCE**

At all times after the date of this Agreement the parties shall, at their own expense, execute all such documents and do all such acts and things as may reasonably be required for the purpose of giving full effect to this Agreement.

14 **ASSIGNMENT**

14.1 This Agreement shall be binding on the parties and their successors whomsoever and, unless the context otherwise requires, references to the parties shall include references to such successors.

14.2 Save as provided for in clause 14.3, neither party shall be entitled to assign, novate or otherwise transfer any of its rights or obligations under this Agreement.

14.3 Subject to the other terms of this Agreement, either party shall be entitled to assign, novate or otherwise transfer any of its rights or obligations under this Agreement to a third party provided that such third party enters into a deed of adherence prior to such assignment, novation or transfer having effect agreeing to be bound by the terms of this Agreement.

15 **WHOLE AGREEMENT**

15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into this Agreement 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.

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

15.4 Nothing in this clause 15 shall limit or exclude any liability for fraud.

16 **VARIATION AND WAIVER**

16.1 A variation of this Agreement shall be in writing and signed by or on behalf of each party and the Regulator.

16.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting party and the Regulator and it applies only in the circumstances for which it is given, and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

16.3 Except as expressly stated, no failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

16.4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

16.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

17 **COSTS**

Each party shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

18 **NOTICE**

18.1 A notice given under this Agreement:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address or fax number, given in this clause 18 (or such other address, fax number, email address or person as the relevant party may notify to the other party); and
- (c) shall be:
 - (i) delivered personally; or
 - (ii) sent by fax; or
 - (iii) sent by pre-paid first-class post or recorded delivery; or
 - (iv) sent by e-mail; or
 - (v) (if the notice is to be served by post outside the country from which it is sent) sent by airmail.

18.2 The addresses for service of notice are:

(a) Generator

Address:

For the attention of:

Fax number:

E-mail address:

(b) SONI

Address: 12 Manse Road, Belfast, BT6 9RT

For the attention of: Contracts and Settlement

Fax number: 028 90707560

E-mail address: fuelswitching@soni.ltd.uk

- 18.3 A notice is deemed to have been received:
- (a) if delivered personally, at the time of delivery; or
 - (b) in the case of fax, at the time of transmission; or
 - (c) in the case of pre-paid first class post or recorded delivery, forty eight (48) hours from the date of posting; or
 - (d) in the case of airmail, five days from the date of posting; or
 - (e) in the case of e-mail, when it enters the e-mail inbox of the intended recipient; or
 - (f) if deemed receipt under the previous paragraphs of this clause 18.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a Business Day), when business next starts in the place of receipt.

18.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the party or, in the case of e-mail that the notice was transmitted by e-mail to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

19 SEVERANCE

19.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20 THIRD PARTY RIGHTS

No term of this Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

21 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

22 LANGUAGE

If this Agreement is translated into any language other than English, the English language text shall prevail.

23 FORCE MAJEURE

23.1 If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than an obligation to make payment) by a Force Majeure Event (as defined in Clause 23.3) then:-

23.1.1 that party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that party is so prevented, hindered or delayed;

23.1.2 within ten (10) days after commencement of the Force Majeure Event that party shall notify the other party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

23.1.3 if that party fails to give the notice referred to in Clause 23.1.2 it shall forfeit its rights under Clause 23.1.1;

23.1.4 that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and

- 23.1.5 within ten (10) days after the cessation of the Force Majeure Event that party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.
- 23.2 If the Force Majeure Event continues for more than six months after the commencement of the Force Majeure Event either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. Neither party shall have any liability to the other in respect of termination of this Agreement due to the Force Majeure Event, but rights and liabilities which have accrued prior to termination shall remain in force.
- 23.3 For the purposes of this Clause, "**Force Majeure Event**" means any event beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labour or industrial disputes, acts 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 or storm.

24 **DISPUTE RESOLUTION PROCEDURE**

- 24.1 The parties agree that any dispute which arises concerning the interpretation of this Agreement and/or the matters set out herein shall be mutually resolved through good faith negotiations between appointed representatives of each party. If any dispute cannot be resolved in such manner then the matter shall, at the option of the parties, be referred to a suitably qualified expert (the "**Expert**"). The parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of his appointment.
- 24.2 If the parties are unable to agree on an Expert or the terms of his appointment within seven days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President of the Electricity Arbitration Association to appoint an Expert of repute with international experience in electricity and for the President of the Electricity Arbitration Association to agree with the Expert the terms of his appointment.
- 24.3 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of two months of the matter being referred to the Expert.
- 24.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- (a) either party may apply to President of the Electricity Arbitration Association to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause shall apply to the new Expert as if he were the first Expert appointed.
- 24.5 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
- 24.6 The parties are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 24.7 To the extent not provided for by this clause, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.
- 24.8 Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as the other party may reasonably require to make a submission under this clause.
- 24.9 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine each matter referred to him which may include any issue involving the interpretation of any provision of this Agreement, his jurisdiction to determine the matters and issues referred to him and/or his terms of reference. The Expert's written decision on the matters referred to him shall be final and binding on the parties in the absence of manifest error or fraud.

- 24.10 The Expert may direct that any legal costs and expenses incurred by a party in respect of the determination shall be paid by another party to the determination on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, this is not appropriate in relation to the whole or part of such costs. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the parties equally or in such other proportions as the Expert shall direct.
- 24.11 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.
- 24.12 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching his determination.
- 25 **GOVERNING LAW AND JURISDICTION**
- 25.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Northern Ireland.
- 25.2 The parties irrevocably agree that the courts of Northern Ireland 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).

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

SCHEDULES

SCHEDULE 1

DETAILS OF GENERATING UNITS COVERED UNDER THIS AGREEMENT FOR GENERATOR

Schedule 2

Part 1

Secondary Fuel Switching Profile

LOAD PROFILE					TEST OVERVIEW	
Day	Time	Exported MW	MVA Range	Comment	UNIT NAME	
Sunday	Start of test	0	0		TEST DATE (NCC USE ONLY)	
	0.5 hours	0	0		TEST TIME (NCC USE ONLY)	
	1 hours	0	0		PURPOSE OF TEST	Secondary fuel Test
	1.5 hours	0	0			
	2 hours	0	0			
	2.5 hours	0	0			
	3 hours	0	0		Fuel switchover output (Primary fuel to Secondary fuel) in MW	
	3.5 hours	0	0		Fuel switchover output (Secondary fuel to Primary fuel) in MW	
	4 hours	0	0			
	4.5 hours	0	0			
	5 hours	0	0			
	5.5 hours	0	0		GENERATOR CONTACT NAME FOR TEST (CONTACT No.)	
	6 hours	0	0		FOR NCC (POWER SYSTEM CONTROL) ONLY - OPERATIONAL NOTES	
	6.5 hours	0	0		<div style="text-align: center;">-41 Exported MW</div>	
	7 hours	0	0			
	7.5 hours	0	0			
	8 hours	0	0			
	8.5 hours	0	0			
	9 hours	0	0			
	9.5 hours	0	0			
	10 hours	0	0			
	10.5 hours	0	0			
	11 hours	0	0			
	11.5 hours	0	0			
12 hours	0	0				
12.5 hours	0	0				
13 hours	0	0				
13.5 hours	0	0				
14 hours	0	0				
14.5 hours	0	0				
15 hours	0	0				
15.5 hours	0	0				
16 hours	0	0				
16.5 hours	0	0				
17 hours	0	0				
17.5 hours	0	0				
18 hours	0	0				
18.5 hours	0	0				
19 hours	0	0				
19.5 hours	0	0				
20 hours	0	0				
20.5 hours	0	0				
21 hours	0	0				
21.5 hours	0	0				
22 hours	0	0				
22.5 hours	0	0				
23 hours	0	0				
23.5 hours	0	0				

TEST WAS: SUPERCEDED

START TIME/DATE: FINISH TIME/DATE:

SECONDARY FUEL COD	Secondary Fuel Price Quantity Pairs																			
	Price 1	Quantity 1	Price 2	Quantity 2	Price 3	Quantity 3	Price 4	Quantity 4	Price 5	Quantity 5	Price 6	Quantity 6	Price 7	Quantity 7	Price 8	Quantity 8	Price 9	Quantity 9	Price 10	Quantity 10
	Secondary Fuel Fixed Costs																			
	Start up costs (Cold) [£]																			
	Start up costs (Warm) [£]																			
	Start up costs (Hot) [£]																			
	No load costs [£/hr]																			

Generator Unit	Unit Min Gen [MW]	Unit Max Gen [MW]	Unit Fuel Switchover output(Primary to Secondary) [MW]	Unit Fuel Switchover output (Secondary to Primary) [MW]	Break Points [MW]	Heat Rate [GJ/MWh]

Part 2

Secondary Fuel Switching Compensation Spreadsheet

Unit:																				
Start date and time of test:																				
SECONDARY FUEL COD	Secondary Fuel Price Quantity Pairs																			
	Price 1	Quantity 1	Price 2	Quantity 2	Price 3	Quantity 3	Price 4	Quantity 4	Price 5	Quantity 5	Price 6	Quantity 6	Price 7	Quantity 7	Price 8	Quantity 8	Price 9	Quantity 9	Price 10	Quantity 10
	Secondary Fuel Fixed Costs																			
	Start up costs (Cold) [£]																			
Start up costs (Warm) [£]																				
Start up costs (Hot) [£]																				
No load costs [£/hr]																				
STEP 1																				
1.1 Include Commercial Offer Data (COD) for the secondary fuel based on the principles behind the Bidding Code of Practice. SONI will validate this data and revert to the Utility Regulator in the event of a dispute.																				
TEST	CHCC dispatch instruction (primary to secondary) instruction time				dd/mm/yyyy hh:mm															
	CHCC dispatch instruction (primary to secondary) effective time				dd/mm/yyyy hh:mm															
	Actual changeover time (primary to secondary)				dd/mm/yyyy hh:mm															
	CHCC dispatch instruction (secondary to primary) effective time				dd/mm/yyyy hh:mm															
	Actual changeover time (secondary to primary)				dd/mm/yyyy hh:mm															
	Was unit dispatched to startup for this test?																			
	Type of startup?																			
Secondary Fuel used [tonnes]																				
STEP 2																				
2.1 Enter in the test start and end times from the Electronic Dispatch Instruction Logger (EDIL).																				
2.2 Enter in whether the unit was dispatched on startup for the test and the type of startup incurred.																				
2.3 Enter in the amount of secondary fuel used during the test.																				
Do secondary fuel stocks need to be replenished, following this test, to achieve required levels?																				
Confirm number of days of Secondary Fuel Stocks on site after completion of the above test (assuming continuous running at Primary Fuel Registered Capacity)																				

Date submitted: _____

Submitted by: _____

Director signature: _____

STEP 3
 3.1 Email a PDF and excel copy of this form to; fuelswitching@soni.ltd.uk
 3.2 Post the signed copy of this form to;

Contracts and Settlement Department
 SONI Ltd
 12 Manse Road
 Castlereagh
 Belfast BT6 9RT

Signed by
for and on behalf of **SONI LIMITED**

.....
Director

Signed by
for and on behalf of
[GENERATOR]

.....
Director