
Accession Agreement

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SCHEDULE 3

Accession Agreement Schedule

Version: 2.0

Effective Date:

1 September 2021

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

Change History

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

THIS [Accession Agreement](#) is made on

2[XXX]

BETWEEN:

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

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

WHEREAS

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

B) [RECCo](#) is authorised by the [Parties](#) to the [Retail Energy Code](#) to accept the accession to

the [Retail Energy Code](#) of the [New Party](#).

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1. In this [Accession Agreement](#), including the recitals hereto, “[Retail Energy Code](#)” means the code of that name maintained pursuant to the electricity supply licences granted pursuant to the [Electricity Act](#) 1989 and the gas supply licences granted pursuant to the [Gas Act](#) 1986, as such code is modified from time to time in accordance with its provisions.
- 1.2. Subject to clause 1.1 above, the words and expressions used in this [Accession Agreement](#) shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in the [Retail Energy Code](#).

2 Compliance with the [Retail Energy Code](#)

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

3 Identity of the [Parties](#)

- 3.1. The [New Party](#) acknowledges that the [Original Parties](#) became bound by the [Retail Energy Code](#) pursuant to the [Original Accession Agreements](#), and that each such [Original Party](#) is a [Party](#) for the purposes of clause 2 above (and otherwise).
- 3.2. The [New Party](#) acknowledges that it has agreed a mechanism (set out in the [Retail Energy Code](#)) by which [New Parties](#) other than itself may have (or may in the future) become bound by the [Retail Energy Code](#), each of whom is (or will then become) a [Party](#) for the purposes of clause 2 above (and otherwise).
- 3.3. The [New Party](#) acknowledges that it has agreed a mechanism (set out in the [Retail Energy Code](#)) by which it may cease to be bound by the [Retail Energy Code](#), from which time it will (subject to the saving provisions set out in the [Retail Energy Code](#)) cease to be obliged to comply with the [Retail Energy Code](#).
- 3.4. The [New Party](#) acknowledges that it has agreed a mechanism (set out in the [Retail Energy Code](#)) by which other [Parties](#) may cease to be bound by the [Retail Energy Code](#), from which time such other [Parties](#) will (subject to the saving provisions set out in the [Retail Energy Code](#)) cease to be a [Party](#) for the purposes of clause 2 above (and otherwise).

4 [Party Details](#)

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

5 Third Party Rights

- 5.1. Without prejudice to any provisions of the [Retail Energy Code](#) permitting enforcement of the [Retail Energy Code](#) by third parties, neither the [New Party](#) nor [RECCo](#) intends that any of the terms or conditions of this [Accession Agreement](#) will be enforceable by

a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

6 Governing Law and Jurisdiction

- 6.1. This [Accession Agreement](#) and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws specified in the [Retail Energy Code](#) from time to time.
- 6.2. In relation to any dispute or claim arising out of or in connection with this [Accession Agreement](#) (including in respect of non-contractual claims), each of the [New Party](#) and [RECCo](#) irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in the [Retail Energy Code](#) from time to time.

THIS [Accession Agreement](#) has been executed and delivered as a **DEED** on the date first stated above¹.

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

Schedule to the Accession Agreement – Party Details

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