



Supply of Natural Gas Framework

SP-17-031

Buyer's Guide Version 1.0

Every care has been taking to ensure the accuracy of this document (buyer's guide). If you identify an error, then please contact procurementutilities@gov.scot to review.

This buyer's guide for the procurement of Supply of Natural Gas from the Scottish Government Framework SP-17-031 and is subject to changes without notice. It is the responsibility of individual organisations to regularly review its content.

Contents

| Section | Description | Page |
|----------------|--|-------------|
| 1 | Foreword & acknowledgements | 4 |
| 2 | Introduction | 4 |
| 3 | Framework supplier | 4 |
| 4 | Framework period | 4 |
| 5 | Entitlement to use the Scottish Procurement Supply of Natural Gas Framework | 5 |
| 6 | Framework benefits | 6 |
| 7 | Pricing | 6 |
| 8 | How to sign up to the Supply of Natural Gas Contract | 7 |
| 9 | Scottish Procurement point of contact | 8 |
| 10 | Knowledge Hub – framework documents access | 8 |
| Annex A | Agency Agreement | 9-19 |

1. Foreword and acknowledgements

Scottish Procurement aims to deliver benefits to the people of Scotland through improved value for money for taxpayers, improved goods and services for all our citizens and economic opportunities for Scotland. This is achievable through effective collaboration throughout the procurement cycle.

2. Introduction

This document has been developed to provide a simple guide for public and third sector bodies who are considering using the Scottish Procurement Supply of Natural Gas Framework.

3. Framework supplier

Total Gas & Power Ltd.

National Account Manager:

Roy Stamer

Telephone: 07976 960812

Email: Roy.Stamer@totalgp.com

Web: www.totalgo.com

Senior Sales Relationship Manager:

Vicki Haridimou

Telephone: 07970 337013

Email: Victoria.haridimou@totalgp.com

Public Sector Servicing Team Manager:

Claire Tillett

Telephone: 01737 275558

E-mail: Claire.tillett@totalgp.com

Senior Serving Account Manager:

Nelly Kervarec

Telephone: 01737 275501

E-mail: Gp.redhill.psgas@totalgp.com

4. Framework period

The Framework start date was 1 April 2019, for Scottish Procurement flexible wholesale of Natural Gas trading only.

The start date for **supply** of Natural Gas to public bodies and third sector organisations was 1 April 2020, for an initial two year period ending on 31 March 2022.

There are options to extend for a further 3 x 12 month periods (1+1+1), meaning the maximum end date will be 31 March 2025.

Please note the 1st, 12 month period has been exercised, the current framework end date is 31 March 2023.

5. Entitlement to use the Scottish Procurement Supply of Natural Gas Framework

It is the responsibility of any buying organisation wishing to use the Framework agreement to satisfy itself that it is eligible to do so. Entitlement can be established from the Public Contracts Scotland (PCS) advert issued at the start of the Framework procurement process, if there is any doubt on eligibility, legal advice should be sought.

Public Contracts Scotland (PCS) advert notice can be found at the following link:

https://www.publiccontractsscotland.gov.uk/search/show/search_view.aspx?ID=SEP332014

The notice states:

‘The Framework Agreement will be available for use by the Scottish Ministers (including Agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish Administration which are not ministerial offices, cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, Scottish Fire & Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, all NHS Scotland, The Integrated Joint Boards established further to the Public Bodies (Joint Working) Act 2014, bodies registered as social landlords under the Housing (Scotland) Act 2001, Student Loans Company Limited, the Forestry Commission, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to charities entered on the Scottish Charity Register and voluntary organisations entered on the Membership Database of the Scottish Council for Voluntary Organisations.’

Further information on Scottish Public Bodies is available at the following link:

<http://www.scotland.gov.uk/Topics/Government/public-bodies/about>

Further information about the Review of Public Procurement in Scotland and links to the other Centres of Expertise are available at:

<http://www.scotland.gov.uk/Topics/Government/Procurement>

6. Framework benefits

- Estimated savings of £7.9 million per annum
- Improved customer service
- Web Portal upgrade
- Access to green gas through Renewable Gas Guarantee of Origin (RGGOs)
- A range of added value and energy efficiency services

Sustainability Benefits

- Option to purchase Renewable Gas Guarantee of Origin (RGGO) certificates, based on market liquidity and best market prices
- A range of Energy Efficiency Services available as additional services
- Provision of additional technical support and guidance around Natural Gas

Community and Socio-Economic Benefits

- An apprenticeship training programme, with an apprentice providing direct support to the framework
- Sub-contract metering services to Scottish SMEs to promote opportunities to source local metering engineers and local subcontractors to benefit local communities
- Providing framework customers with upskilling opportunities through customer workshops, industry training and educational material.
- Actively promoting the Better Energy School Awards, in partnership with Total Exploration and Production
- Advertisement any sub-contact opportunities on Public Contracts Scotland web site

Fair Work Matters

- Living Wage accreditation
- Do not operate Zero Hours contracts
- Currently meet or working towards Scottish Government's Scottish Business Pledge

7. Pricing

The total billing rate for each site is built up from a number of elements: the wholesale cost of natural gas, a variety of pass-through costs (distribution, UK Government levies and a supplier management fee).

The supplier's management fees make up a small per-cent of the total cost. The rest of a bill is made up of wholesale and pass-through costs.

Scottish Procurement purchase the wholesale gas on the futures markets up to two-and-a-half years in advance. This flexible trading strategy smooths-out the peaks and troughs of market fluctuations while avoiding payment of the 'risk-premium' which would

be applied to fixed rate tariffs. Flexible purchasing is popular in the public sector as it improves budget predictability, through a fixed cost of gas, which is reconciled on an annual basis.

A Risk Management Committee (RMC) dictates how much wholesale gas (and similarly electricity) must be bought in advance, and how much must be bought closer to the point of consumption. This is the 'risk management strategy'. The RMC consists of experts from energy management, finance and procurement functions from across the Scottish public sector. They meet once a quarter to receive market updates, to scrutinise Scottish Procurement's purchase decisions, and to consider whether or not the risk management strategy remains fit for purpose.

Pass-through costs are set by market regulators and the UK government and as such, neither Scottish Procurement nor the supplier of natural gas is able to influence them.

Scottish Procurement issue a quarterly Price Risk Guidance which includes current and forecasted average rates for meter type.

Detailed site specific billing rates are sent to all customers by Total Gas & Power within one month of the start of each contract year.

8. How to sign up to the Supply of Natural Gas Framework

To join the Supply of Natural Gas Framework, the first step is to complete an Agency Agreement (see Annex A). This Agreement allows Scottish Procurement to sign a supply agreement with Total Gas & Power Ltd on your behalf.

The Agency as detailed at Annex A also covers the supply of Electricity (with EDF Energy Ltd) via [Supply of Electricity Framework Ref SP-17-004](#). Please note it remains the Customers choice to opt only for the Supply of Natural Gas if they so wish. In this circumstance, all references to Electricity in the Agency Agreement as at Annex A should be removed.

Prior to populating an Agency Agreement, please contact **Scottish Procurement point of contact detailed at section 9, who will confirm the submission process currently impacted due to Covid-19 restrictions.**

Business as usual practice is for submission of an original signed Agency Agreement by post to: **Graeme Reid c/o Stephen Ogilvie at Scottish Procurement - Utilities, 7th Floor, 5 Atlantic Quay, 150 Broomielaw, Glasgow G2 8LU.** Should you need your own signed copy of the agreement for your records, please send two copies and one counter-signed copy will be returned to you.

Once we have the signed agreement, Scottish Procurement will arrange for Total Gas & Power to contact you to collect details of your sites and arrange transfer. Total Gas & Power will provide full support and advice with this process.

Once signed up to the Framework you will be obliged to give 12 months' notice should you want to leave the Supply of Natural Gas Framework at any point.

9. Scottish Procurement point of contact

Framework Manager details are as follows:

Graeme Reid
Senior Portfolio Specialist
Scottish Procurement
The Scottish Government
3A South, Victoria Quay
Edinburgh
EH6 6QQ
Tel: 0131 244 7673
Email: Graeme.Reid3@gov.scot

General information in relation to public procurement in Scotland can be found at the following link:

<https://www.gov.scot/policies/public-sector-procurement/>

Procurement contracts directory, covering a range of goods and services which may be used by central government and the wider public sector can be accessed via the following link:

<https://www.gov.scot/publications/frameworks-and-contracts/>

10. Knowledge Hub – framework documents access

Framework documents can be found on the [Knowledge Hub](#) with in the dedicated Scottish Procurement Group entitled ‘Scottish Procurement Information network’.

If you are not registered to access this Knowledge Hub group, and are eligible to use the framework [please complete a membership request form](#) and send to the procurementutilities@gov.scot

Agency Agreement

Please print out the agreement, complete your organisation details at the seven locations marked in red font, then sign the left hand signature block.

Prior to populating an Agency Agreement, please contact **Scottish Procurement point of contact detailed at section 9 of the Framework Buyer Guide, who will confirm the submission process currently impacted due to Covid-19 restrictions.**

Business as usual practice is for submission of an original signed Agency Agreement by post to: **Graeme Reid c/o Stephen Ogilvie at Scottish Procurement - Utilities, 7th Floor, 5 Atlantic Quay, 150 Broomielaw, Glasgow G2 8LU.** Should you need your own signed copy of the agreement for your records, please send two copies and one counter-signed copy will be returned to you.

SCOTTISHPROCUREMENT
AGENCY AGREEMENT
relating to the supply of
ELECTRICITY & NATURAL GAS

between

(1)(THE “CLIENT”),

~~-and-~~

(2) THE SCOTTISHMINISTERS

AGENCY AGREEMENT

between

(1).....(THE “CLIENT”),

-and-

(2) THE SCOTTISH MINISTERS (THE “AUTHORITY”)

WHEREAS

ONE The Authority is to enter into framework agreements with Suppliers of electricity and natural gas in terms of which electricity and natural gas is to be supplied to the Authority and to Scottish Public Bodies (as that term is defined in this Agency Agreement) for the period commencing 1st April 2013 for electricity and 1st April 2014 for natural gas;

TWO The Authority requires the Client’s authorisation to purchase electricity and natural gas and enter into Supply Arrangements on the Client’s behalf;

THREE The Client agrees to appoint the Authority as its agent in this regard;

FOUR The Client acknowledges that the Authority shall not be party to Supply Arrangements between the Client and the Suppliers and, in particular, shall not be responsible for payment to the relevant Suppliers in respect of electricity or natural gas supplied or the provision of any associated services to the Client;

FIVE The Authority, acting through Scottish Procurement, the National Procurement Centre of Expertise, shall endeavour to achieve best value for the Client.

NOW IT IS HEREBY AGREED that:

1. Definitions and Interpretation

1.1 In this Agency Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

“Agency Agreement” means this agency agreement between the Client and the Authority consisting of these clauses and the two Schedules attached;

“Arbitration Notice” has the meaning given to it in clause 13.5;

“Authority” means the Scottish Ministers;

“Authority’s Obligations” means the obligations listed in Schedule 1;

“Client” means **[name, designation and address of Client];**

“Commencement Date” means the last date of signature of this Agency Agreement;

“Contracting Authority” means any contracting authority as defined in regulation 3 of the Public Contracts (Scotland) Regulations 2012 other than the Authority;

“Default” means any breach of the obligations of the Client (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Client in connection with or in relation to the subject-matter of this Agency Agreement;

“Existing Supply Arrangements” means any contractual arrangements in existence as at the Commencement Date to which the Client is party in terms of which a supplier of electricity or natural gas supplies electricity or natural gas to the Client;

“Notice” means any notice given in accordance with clause 5 and “Notify” shall be construed accordingly;

“Party” means a party to this Agency Agreement;

“Risk Management Committee” means the forum of representatives of Scottish Public Bodies established by the Authority in relation to the risk management of the procurement of electricity and natural gas

“Risk Management Strategy” means the Authority’s current risk management strategy for the procurement of electricity and natural gas as that document may be amended from time to time;

“Schedule” means a schedule annexed to, and forming part of, this Agency Agreement;

“Scottish Public Body” means any of the following bodies; Scottish Non-Departmental Public Bodies, offices in the Scottish Administration which are not ministerial offices, cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, Scottish joint fire boards or joint fire and rescue boards, Scottish joint police boards, Scottish National Park authorities, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing.

“Sectoral Centres of Expertise” means the Central Government Centre of Procurement Expertise, Scotland Excel, Advanced Procurement for Universities and Colleges, National Health Service Scotland National Procurement and any similar or successor bodies operating as centres of public procurement expertise in Scotland;

“Service Level Agreement” means the service level agreement agreed or to be agreed between the Authority and Suppliers;

“Supplier” means any supplier of electricity or natural gas appointed by the Authority to supply electricity or natural gas to the Authority and to Scottish Public Bodies;

“Supply Arrangements” means any contractual arrangements between the Client and a Supplier for the supply of or to facilitate the supply of electricity or natural gas by the Supplier to the Client (but not including Existing Supply Arrangements);

“Supply Information” means the information listed in Schedule 2;

“Supply Period” means the period from 1 April 2013 for electricity and 1 April 2014 for natural gas or, if later, the date falling 6 months from Commencement Date to the Termination Date;

“Termination Date” means the date 12 months from the issue of a termination notice issued by either the Authority or Client; and

“Working Day” means a day other than a Saturday, Sunday or bank holiday in Scotland within the meaning of the Banking and Financial Dealings Act 1971.

1.2 The interpretation and construction of this Agency Agreement shall be subject to the following provisions:

(a) Words importing the singular meaning include, where the context so admits, the plural and vice versa;

(b) Words importing the masculine include the feminine and neuter;

- (c) Reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument or re-enacted;
- (e) References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (f) The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- (g) Headings are included in this Agency Agreement for ease of reference only and shall not affect the interpretation or construction of this Agency Agreement; and
- (h) References to the relationship of agency shall include the relationship of mandate.

2. Appointment of Agent

- 2.1 Subject to clauses 2.2 and 2.3, the Client appoints the Authority as its agent.
- 2.2 The Authority shall have authority as agent of the Client to:
 - (a) conclude Supply Arrangements on the Client’s behalf (such Supply Arrangements to take effect in the Supply Period);
 - (b) commit to advance purchases of electricity or natural gas on the electricity market or the natural gas market on the Client’s behalf (such purchases to take effect in the Supply Period);
 - (c) sign any document necessary to give effect to the above; and
 - (d) hold itself out as the Client’s agent and otherwise disclose the fact of its agency in respect of the above.
- 2.3 The Authority shall have no express or implied authority to act as the Client’s agent beyond that provided for in clause 2.2. Neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Agency Agreement.
- 2.4 The Authority shall be paid no remuneration or commission in respect of its agency.

3. Period of Agreement

This Agency Agreement shall commence on the Commencement Date and shall expire upon the Termination Date, which is determined in accordance with the provisions of this Agency Agreement under clause 11, or upon the date it is otherwise terminated.

4. Authority’s Obligations

The Authority shall use reasonable endeavours to perform the Authority’s Obligations. For the avoidance of doubt, the Authority shall be under no obligation to make payment to or indemnify any Supplier in respect of the supply of electricity or natural gas or the provision of any associated services to the Client.

5. Notices

- 5.1 No notice or other communication from one Party to the other shall have any validity under this Agency Agreement unless made in writing by or on behalf of the Party concerned.
- 5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post or by the recorded or special delivery service), or by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause 5.3. Provided the

relevant communication is not returned as undelivered, and subject to clause 11.2, the Notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail (such acknowledgement not to include an acknowledgement given by means of an automated electronic process).

5.3 For the purposes of clause 5.2, the address of each Party shall be:

(a) **For the Client:**

Address:
For the attention of:
Name:
Title:
Tel:
Email:

(b) **For the Authority:**

Scottish Procurement
The Scottish Government
Area 3-A South
Victoria Quay
Edinburgh
EH6 6QQ
For the attention of: Senior Portfolio Manager - Utilities
Tel: 0131 244 5485
Fax: 0131 244 0449
Email: procurementutilities@gov.scot

5.4 Either Party may change its address for service by serving a Notice in accordance with this clause.

6. Provision of Information to the Authority and to Suppliers

- 6.1 The Client shall, within one month of the date of its signature of this Agency Agreement, by Notice give to the Authority the Supply Information. The Client shall give the Supply Information to the Authority in any form reasonably requested by the Authority.
- 6.2 The Client shall by Notice give to the Authority updated Supply Information where reasonably requested to do so by the Authority or when there is a significant change to any Supply Information Notified to the Authority. In the absence of any such notice the Client shall update its Supply Information to the Authority on an annual basis.
- 6.3 The Client shall furthermore provide the Authority with all such information as may reasonably be requested regarding the Supply Information, its Existing Supply Arrangements, any Supply Arrangements and/or any dispute with a Supplier.
- 6.4 Where the Client terminates any Supply Arrangements with effect prior to the Termination Date, or is in dispute with a Supplier and intends to raise court proceedings or other dispute resolution proceedings against the Supplier to enforce its rights under any Supply Arrangements, the Client shall give Notice of that fact to the Authority.
- 6.5 The Client shall cooperate with any Supplier who supplies or proposes to supply the Client with electricity or natural gas with regards to verifying or improving the accuracy of the Supply Information. The Client shall give to any such Supplier the Supply Information where the Authority directs the Client by Notice to do so. The Client shall give the Supply Information to a Supplier in any form reasonably requested by the Authority.

7. Entire Agreement

- 7.1 This Agency Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This Agency Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral.

7.2 In the event of, and only to the extent of, any conflict between the clauses of this Agency Agreement, any document referred to in those clauses and/or the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the clauses of this Agency Agreement;
- (b) the Schedules; and
- (c) any other document referred to in the clauses of this Agency Agreement.

8. Assignment

8.1 The Client shall not assign, sub-contract or in any other way dispose of the Agency Agreement or any part of it without the prior written consent of the Authority (such consent not to be unreasonably withheld).

8.2 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Agency Agreement or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established by the Crown or under statute; or
- (c) any private sector body;

which substantially performs any of the functions that had previously been performed by the Authority

9. Amendment

9.1 Subject to clause 9.2, this Agency Agreement may be amended only by the written agreement of both Parties.

9.2 Without prejudice to the Client's rights under clause 11, the Authority may by Notice to the Client amend the Supply Information.

10. Warranties, Representations and Liability

10.1 The Client warrants and represents that:

- (a) it has full capacity and authority and all necessary consents to appoint the Authority as its agent to the extent provided for in clause 2.2;
- (b) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Agency Agreement;
- (c) the Agency Agreement is executed by a duly authorised representative of the Client; and
- (d) it shall use reasonable endeavours to ensure that all information provided to the Authority under clause 6 shall be true, accurate and not misleading.

10.2 The Client shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of any breach by the Client of the warranties and representations in clause 10.1.

10.3 Neither Party excludes or limits liability to the other Party for:

- (a) fraud or fraudulent misrepresentation; or
- (b) death or personal injury caused by its negligence.

10.4 Subject to clause 10.3, in no event shall either Party be liable to the other for any:

- (a) loss of profits, business, revenue or goodwill; or

(b) indirect or consequential loss or damage.

11. Termination

11.1 Each Party shall have the right to terminate the Agency Agreement at any time by giving 12 months' Notice to the other Party.

11.2 Any Notice to the Authority under clause 11.1 shall only be deemed to be given where the Authority acknowledges receipt of the letter, facsimile transmission or item of electronic mail containing such Notice (such acknowledgement not to include an acknowledgement given by means of an automated electronic process).

11.3 Without prejudice to the Authority's other rights of termination under this Agency Agreement or otherwise the Authority may terminate the Agency Agreement by Notice to the Client with immediate effect if the Client commits a Default and if:

(a) the Client has not remedied the Default to the satisfaction of the Authority within 25 Working Days, or such other period as may be specified by the Authority, after issue of a Notice specifying the Default and requesting it to be remedied; or

(b) the Default is a breach of clause 10.1 or otherwise a material breach of the Agency Agreement.

12. Governing Law and Jurisdiction

The Agency Agreement shall be governed by and interpreted in accordance with Scots law and the Parties submit to the jurisdiction of the Scottish courts (subject always to clause 13.3). Each Party irrevocably waives any objection which it might at any time have to the courts of Scotland being nominated as the forum to hear and decide any proceedings and to settle any disputes and agrees not to claim that the courts of Scotland are not a convenient or appropriate forum.

13. Dispute Resolution

13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agency Agreement within 20 Working Days of either Party Notifying the other of the dispute and such efforts shall involve the escalation of the dispute to [position] (or equivalent) for the Client and the Director of Procurement Scotland for the Authority.

13.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim decree or order restraining the other Party from doing any act or compelling the other Party to do any act.

13.3 The Parties shall not institute court proceedings, save for proceedings of the kind mentioned in clause 13.2, until the procedures set out in clause 13.1 have been completed save that:

(a) the Authority may at any time before court proceedings are commenced, serve a Notice on the Client requiring the dispute to be referred to and resolved by arbitration in accordance with clause 13.5;

(b) if the Client intends to commence court proceedings, it shall serve Notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such Notice to serve a reply on the Client requiring the dispute to be referred to and resolved by arbitration in accordance with clause 13.5; and

(c) the Client may request by Notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 13.5, to which the Authority may consent as it sees fit.

13.4 The obligations of the Parties under this Agency Agreement shall not cease, or be suspended or delayed by the reference of a dispute to arbitration and the Parties shall comply fully with the requirements of this Agency Agreement at all times.

13.5 In the event that any arbitration proceedings are commenced pursuant to clause 13.3:

- (a) the arbitration shall be deemed to be an agreement to refer to arbitration within the meaning of the Arbitration (Scotland) Act 2010;
- (b) the Authority shall give a Notice of arbitration to the Client (the “Arbitration Notice”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days of the Arbitration Notice being issued by the Authority under clause 13.5(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be nominated by the President of the Law Society of Scotland for the time being on the application of either Party; and
- (e) the arbitration proceedings shall be governed by, and interpreted in accordance with, Scots law.

IN WITNESS WHEREOF these presents typewritten on this and the preceding 8 pages are executed as follows:

SIGNED for and on behalf of

.....[Client]

At.....

On.....

Signature.....

Name

Position

Address.....

SIGNED for and on behalf of

the Scottish Ministers

At.....

On.....

Signature.....

Name:

Position:

Address:

In the presence of

Signature.....

Name

Address.....

In the presence of

Signature.....

Name.....

Address:

This is Schedule 1 to the Agency Agreement between

[the Client] and the Scottish Ministers.

SCHEDULE 1 – AUTHORITY’S OBLIGATIONS

1. Supply of Electricity and Natural Gas

- 1.1 Subject to the Client’s compliance with the terms of this Agency Agreement, the Authority shall facilitate the supply to the Client of electricity or natural gas for the Supply Period in accordance with the Risk Management Strategy.
- 1.2 The Authority shall make the current version of the Risk Management Strategy available to the Client on request.

2. Provision of Information

The Authority shall give Notice to the Client of:

- (a) the names and contact details of the Suppliers (where these are not known to the Client as at the date of the Client’s signature of this Agency Agreement);
- (b) any Supply Arrangements made on the Client’s behalf (and the terms of such Supply Arrangements, where these are not known to the Client as at the date of the Client’s signature of this Agency Agreement);
- (c) any advance purchases of electricity or natural gas on the relevant market made by the Authority on the Client’s behalf; and
- (d) any document signed on the Client’s behalf.

3. Supplier Management

- 3.1 The Authority shall monitor and review the Suppliers’ compliance with the Service Level Agreement.
- 3.2 The Authority shall make the Service Level Agreement available to the Client on request.

4. Consultation with the Risk Management Committee

The Authority shall consult with the Risk Management Committee or, where such forum has been disbanded or is otherwise not active, with the Sectoral Centres of Expertise:

- (a) with regards to the development and revision of the Risk Management Strategy;
- (b) with regards to the development of the Service Level Agreement;
- (c) with regards to the supply of electricity or natural gas to the Client and to other Scottish Public Bodies; and
- (d) where the Authority proposes to exercise its rights under clause 8.2 of the Agency Agreement.

This is Schedule 2 to the Agency Agreement between

[the Client] and the Scottish Ministers.

SCHEDULE 2 – SUPPLY INFORMATION

The Client shall provide details of specific supply points and consumption data for the following:

Supply Point Details

1. Half Hourly metered sites
2. Non Half Hourly metered sites
3. Domestic Supplies
4. Non Metered
5. Daily metered gas sites
6. non daily metered gas sites

Information required by the Authority shall be detailed in templates to support the data capture.

Annual Update of Information

The Client shall update the authority on an annual basis with regard to the Supply Information and this update shall include

- Confirmation of the current Supply Information
- Site amendments eg additions / deletions
 - including effective date
 - impact on volumes
 - any consumption profile changes
- Any significant changes to consumption information