

This Participation Agreement is made on the day of 201[]

between

Britned Development Limited a company registered in England and Wales with company number 04251409 whose registered office is at 1-3 Strand, London, WC2N 5EH, United Kingdom, hereinafter referred to as the “**Allocation Platform**”

and

[Full name of market participant, address]

hereinafter referred to as the “**Registered Participant**”

referred to individually as a “**Party**” or together as the “**Parties**” in relation to the interconnector linking the transmission systems in Great Britain and the Netherlands operated by BritNed Development Limited (the “**Interconnector**”).

The Parties agree as follows:

Article 1 – Declarations of the applicant

1. With effect from the date of execution of this validly signed Participation Agreement including the duly completed Attachment, the Registered Participant declares that it has full and complete knowledge of the “Allocation Rules for Forward Capacity Allocation”, including Annex [●] thereto (hereinafter referred to as the “**BritNed Annex**”) (those allocation rules including the BritNed Annex hereinafter referred to as the “**Allocation Rules**”) which are published on the website of the Allocation Platform and the Access Rules relating to the Interconnector also published on the website of the Allocation Platform (hereinafter referred to as the “**BritNed Access Rules**”).
2. The Registered Participant unconditionally accepts the Allocation Rules and the BritNed Access Rules, including the Information System Rules, as published by the Allocation Platform as a whole including future amendments.
3. The Registered Participant warrants to the Allocation Platform at the time of entering into this Participation Agreement and on a continuing basis that:
 - a. the information set out in the Attachment is true, accurate and complete in all respects;
 - b. the Registered Participant will not by entering into this Participation Agreement or acquiring rights under the Allocation Rules or the BritNed Access Rules infringe any anti-trust or competition legislation or any undertaking or other obligation arising under any anti-trust or competition legislation;
 - c. in the case of a Registered Participant that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
 - d. the Registered Participant has full power and authority to enter into and perform this Participation Agreement and exercise rights under the Allocation Rules and the BritNed Access Rules and all necessary action has been taken by it to authorise entry

- into and performance of this Participation Agreement and any rights under the Allocation Rules and the BritNed Access Rules;
- e. this Participation Agreement and rights acquired under the Allocation Rules and the BritNed Access Rules constitutes its legal, valid and binding obligation, enforceable against it in accordance with their respective terms;
 - f. the Registered Participant is not insolvent and that it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.
4. If any of the above ceases to be true with regard to the Registered Participant at any time prior to termination of this Participation Agreement, the Allocation Platform shall be entitled to terminate this Participation Agreement forthwith on written notice to the Registered Participant.

Article 2 – Entry into force and term

1. This Participation Agreement shall, subject to execution by the Allocation Platform, enter into force on the date on which the Allocation Rules become effective in relation to the Interconnector in accordance with the provisions of Section 2 (*Effective date and application*) of the BritNed Annex but shall (other than in respect of Article 1) be conditional on the Registered Participant providing evidence satisfactory to the Allocation Platform of:
 - a. its accession to a Use of Interconnector Agreement with NGET and the Framework Agreement established under the CUSC;
 - b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code;
 - c. a Programme Responsible Party (“PRP”) agreement with the Dutch Transmission System Operator whether with full or trading acknowledgement. A “PRP” means the parties with “Balance Responsibility” and “Balance Responsibility” means the responsibility of consumers, other than captive consumers, and licence holders to draw up or to have drawn up energy programmes for the generation, transmission and consumption of electricity for the network operators and to act in accordance with such energy programmes subject to the conditions referred to in article 26 (as defined in the NL Definition List) of the BritNed Access Rules; and
 - d. having completed and returned to TenneT TSO an authorisation form for Single Sided Transactions in the Dutch market.
2. Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the Allocation Rules and the BritNed Access Rules.
3. This Participation Agreement is valid for an indefinite period of time and can only be suspended or terminated in accordance with Article 1(4) of this Participation Agreement or as provided for in the Allocation Rules or the BritNed Access Rules (together, the “Rules”) and suspension or termination under either of the Rules shall be effective for the purposes of suspending or terminating this Participation Agreement in relation to both of the Rules.
4. This Participation Agreement shall, where applicable, supersede the Legacy BritNed Participant Agreement and that Legacy BritNed Participant Agreement shall terminate and cease to have any further force or effect. Termination shall not prejudice or affect any right of action or remedy which shall have accrued to a Party under the BritNed Participant Agreement prior to the date of termination.

Article 3 – Framework contract

The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation and use of Transmission Rights pursuant to the Allocation Rules and the BritNed Access Rules. The Parties are entering into this Participation Agreement for the purposes of giving effect to and binding themselves to the Allocation Rules insofar as they relate to the Interconnector and the BritNed Access Rules.

Article 4 – General

1. This Participation Agreement shall be governed by and construed in accordance with English law. If any provision of this Participation Agreement, the Allocation Rules or the BritNed Access Rules is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Participation Agreement, the Allocation Rules or the BritNed Access Rules which shall continue in full force and effect.
2. The capitalised terms used in this Participant Agreement are defined in the Allocation Rules or in the BritNed Access Rules unless otherwise specified.
3. If there is an inconsistency between any of the provisions of the Allocation Rules and the provisions of the BritNed Access Rules, the provisions of the Allocation Rules shall prevail with regard to the allocation of Long Term Transmission Rights and the provisions of the BritNed Access Rules shall prevail with regard to the allocation of Daily and Intraday rights and use of all Transmission Rights whether allocated pursuant to the Allocation Rules or the BritNed Access Rules.

Signed by the Parties as an agreement.

<p>The Allocation Platform</p> <p>Name: Date: Place:</p> <p>Signed: _____ For and on behalf of BritNed Development Limited</p>	<p>The Registered Participant</p> <p>Name: Date: Place:</p> <p>Signed: _____ For and on behalf of [Registered Participant]</p>
--	--

Attachment:
Submission of information

Attachment

Submission of information

1. General information

Required information	Information submitted by market participant
(a) Name and registered address of the market participant	
(b) General contact details (email, facsimile and telephone number) of the market participant for the purposes of contractual notices in accordance with Article 75 (<i>Notices</i>) of the Allocation Rules	
(c) If the market participant is a legal person, an extract of the registration of the market participant in the commercial register of the competent authority	
(d) Contact details and names of persons authorised to represent the market participant and their function	
(e) VAT registration number*	
(f) Energy Identification Code (EIC);	
(g) Bank account information for payment to the applicant to be used by the Allocation Platform for the purposes of Article 66(8) and (9) (<i>Invoicing and payment conditions</i>) of the Allocation Rules	
(h) Financial contact person (credit cover, invoicing and payment issues) and their contact details for operational notifications;	
(i) Commercial contact person and their contact details (email, facsimile and telephone number) for operational notifications;	
(j) Operations contact person and their contact details (email, facsimile and telephone number) for operational notifications.	
(k) Production and Consumption Interconnector BM Unit registered to the market participant under the Balancing and Settlement Code.	
(l) BRP account established by the market participant under the Dutch Codes and acknowledged by TenneT.	

*) EU Value Added Tax number according to Directive 2003/92/EC

2. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will not participate in Auctions and will only participate in transfer of Transmission Rights.	
The Registered Participant wishes to open a dedicated Business Account for the purposes of credit cover in the framework of Article 66 (8) and (9) (<i>Invoicing and payment conditions</i>) of the Allocation Rules as amended by Chapter 2 of the Annex.	