

2/1/03

## Delabole Parish Council

Enquiries to – Holly Hutchins (Parish Clerk)  
9 The Sidings, Delabole, Cornwall, PL33 9AX

Tel. 078697245450

E-mail – [clerk@delaboleparishcouncil.gov.uk](mailto:clerk@delaboleparishcouncil.gov.uk)

### Delabole Cemetery Burial Fees and Other Charges (adopted XXXXXX)

#### Interment/Burial Fees

Please note:

- This Fee is in addition to EROB.
- These prices do not include grave digging.

	Parishioner	Non - Parishioner
Single depth grave (4'3)	£199.00	£398.00
Double depth grave (6")	£225.00	£451.00
Interment of cremated remains	£94.00	£187.00
17 years and under	No charge	Parishioner rates apply

#### Exclusive rights of burial (100 years from purchase date)

Prices includes the purchase of the Exclusive Right of Burial for 100 years (with a further payment due on interment)

	Parishioner	Non - Parishioner
Reserving a Single Depth Grave space only	£331.00	£662.00
Reserving a Double Depth Grave Space only	£331.00	£662.00
Reserving a Cremated Remains Plot only	£132.00	£264.00

## Memorials

	Parishioner	Non - Parishioner
Monumental Headstone	£73.40	£146.80
Vase	£40.80	£81.60
Tablet standard size 15'' x 9'' for cremation plot Landscape	£52.80	£105.60
Tablet standard size 22'' x 15'' for double cremation plot	£67.20	£134.40
Additional inscriptions	£40.80	£81.60

*All prices are doubled if not on electoral register during preceding 10 yrs. except where a grave or cremation plot has been previously purchased by a resident of Delabole or St Teath Parish.*

21/1/06

**LICENCE TO OCCUPY  
PARTICULARS**

**Date of Agreement:** \_\_\_\_\_ 2021

**Council:** The Cornwall Council of County Hall, Treyew Road,  
Truro TR1 3AY

**Licensee:** St Delabole Parish Council, 9 The sidings, Delabole  
PL33 9AX

**Commencement Date:** 1<sup>st</sup> August 2019

**Council's Property:** The freehold property known as Land at Water Lane,  
Delabole and shown edged blue on the Plan.

**End Date:** This licence shall be for a period from 1<sup>st</sup> August 2019  
to the 31<sup>st</sup> July 2020 and shall then continue from  
year to year until determined in accordance with  
Clause 7 of this Licence

**Licence Fee:** £1

**Payment Date:** the first day of the month  
the date of this agreement  
OR on receipt of an invoice

**Permitted Use:** To maintain the grassed area and install, maintain,  
repair and/or replace, as necessary, a bench in the  
area marked in blue on the Plan.

**Signed by:**

**Council** .....

**Licensee** .....

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OR AGREEMENT. ANY DEVIATION FROM THE ORIGINAL DOCUMENT SHALL  
NOT BE BINDING ON CORNWALL COUNCIL AND YOU WILL BE BOUND BY THE  
TERMS OF THE ORIGINAL VERSION.

## 1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

### 1.1 Definitions:

**Common Parts:** such roads and paths and other means of access in or upon the Council's Property the use of which is necessary for obtaining access to and egress from the Property as designated by the Council from time to time.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Licence Period:** from and including the Commencement Date until the earliest of:

(a) End Date;

(b) the date this licence is terminated in accordance with clause 7.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Plan:** the plan attached to this licence at Appendix A.

**Property:** the part of the Council's Property edged red on the Plan.

**Termination Notice:** written notice served by the Council on the Licensee to terminate this licence in accordance with clause 7.

**Third Party Insurance:** fully comprehensive public liability insurance in a sum not less than £10,000,000 for each and every claim arising in respect of the Permitted Use.

1.2 Clause headings do not affect the interpretation of this licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The annexes form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the annexes.

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- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this licence.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this licence under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** does not include fax or email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. LICENCE**

- 2.1 Subject to Clause 3 and clause 4, the Council permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Council and all others authorised by the Council (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right to use such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Council and the Licensee by this licence;
  - (b) the Council retains control, possession and management of the Property and the Licensee has no right to exclude the Council from the Property;
  - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and may only be exercised by the Licensee and its employees or Licensees; and
  - (d) without prejudice to its rights under Clause 4, the Council shall be entitled at any time on giving not less than 2 weeks' notice to require the Licensee to transfer to comparable space elsewhere within the Council's Property and the Licensee shall comply with such requirement.

## **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

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- 3.1 to pay:
- (a) to the Council the Licence Fee payable without any deduction in advance on the Payment Dates the first such payment being for the period from and including the Commencement Date to the day before but not including the next Payment Date to be made on the date of this licence together with such VAT as may be payable on the Licence Fee; and
  - (b) to the relevant suppliers all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.2 not to connect into or use the Council's supply of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Council's Property;
- 3.3 that all sums due and any other consideration to be given to the Council under this licence are exclusive of VAT, which the Licensee shall pay when the sum or consideration is due;
- 3.4 if the Licensee is obliged to reimburse expenditure incurred by the Council, that obligation includes payment of VAT irrecoverable by the Council;
- 3.5 to pay all existing and future rates, duties, taxes and other outgoings in respect of the Property;
- 3.6 to keep the Property clean, tidy and clear of rubbish;
- 3.7 not to use the Property other than for the Permitted Use and to perform and observe the obligations set out in clause 4;
- 3.8 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Council such consent not to be unreasonably withheld or delayed;
- 3.9 not to cause or permit to be caused any damage to:
- (a) the Property, the Council's Property or any neighbouring property; or
  - (b) any property of the owners, occupiers or guests of the Property, the Council's Property or any neighbouring property;
- 3.10 not to obstruct the Common Parts, the Council's Property or any neighbouring property, make them dirty or untidy or leave any rubbish, materials or debris on them;

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- 3.11 not to apply for any planning permission in respect of the Property;
- 3.12 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Council in respect of the Property and Council's Property from time to time;
- 3.13 not to make any alterations or additions to the Property;
- 3.14 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.15 to observe any rules and regulations the Council makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- 3.16 to leave the Property in a clean and tidy condition and to remove the Licensee's fixtures, fittings, equipment materials, chattels and other items from the Property at the end of the Licence Period;
- 3.17 that, without prejudice to any other right or remedy of the Council, if the Licensee leaves any of its fixtures, fittings, equipment, materials, chattels or any other items (including without limitation any signage) (**Licensee Items**) at the Property or Council's Property for more than 10 working days after end of the Licence Period the ownership of such Licensee Items shall irrevocably pass to the Council and the Council shall be permitted to deal with such Licensee Items as it wishes (including without limitation selling or disposing of such Licensee Items) and the Licensee shall indemnify the Council against any claims made by a third party in relation to such dealings by the Council with such Licensee Items;
- 3.18 that the proceeds of sale of any Licensee Items sold by the Council pursuant to clause 3.17 shall belong absolutely to the Council.
- 3.19 before the termination of the Licence Period, to reinstate the Property to its condition prior to the date of this licence and make good all consequential damage, to the Council's satisfaction;
- 3.20 to pay the reasonable and proper costs and expenses of the Council including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the Licence Period) in connection with any consent or approval applied for under this licence, whether or not it is granted.

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**4. CONDITIONS OF USE**

- 4.1 The Licensee shall carry out all necessary risk assessments before occupying the Property and provide a copy to the Council upon reasonable request.
- 4.2 The Licensee shall not bring on to the Common Parts or keep on the Property any article or thing which is or may become combustible, dangerous, explosive, flammable, offensive or radio-active, or which might increase the risk of fire or explosion other than reasonable items required for the Permitted Use or reasonable operation of any machinery, equipment and apparatus in connection with the Permitted Use which shall be stored in accordance with the requirements of any statute, any insurer of the Property and/or the Council's Property and of the Council.
- 4.3 The Licensee shall not deposit in the Common Parts or on any land forming part of the Property any refuse or rubbish of any kind other than in proper receptacles on the Property, and shall not burn any refuse or rubbish on the Property.
- 4.4 The Licensee shall not do anything as a result of which the Common Parts or other area over which the Licensee may have rights of access or use may be damaged, or their fair use by others may be obstructed in any way.
- 4.5 The Licensee shall not load or unload any goods, materials or other items arriving at or dispatched from the Property except on land forming part of the Property and in such a way that access to or egress from other parts of the Council's Property or any neighbouring property is not obstructed.
- 4.6 The Licensee shall not permit any vehicles belonging to the Licensee or any persons calling on the Property expressly or by implication with the authority of the Licensee to enter and leave the Property or the Common Parts except at the vehicular access points constructed for that purpose.
- 4.7 The Licensee shall not use or allow any part of the Property or the Common Parts to be used in such a way as to adversely affect the Council's use and enjoyment of the Council's Property including but not limited to prohibiting any deliveries to the Property between 6pm and 8am.
- 4.8 The Licensee shall not do anything in the Property or on the Common Parts which is illegal or which may be or become a nuisance, or which may cause damage, annoyance, damage, disturbance or inconvenience to, or unreasonably interfere with, the Council or any other tenant, occupier or guest of the Council's Property or any owner or occupier of any neighbouring property, or which may be injurious

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to the amenity, character, tone or value of the Council's Property or which would interfere with the use of the Council's Property or any neighbouring property.

- 4.9 The Licensee shall keep any part of the Property not covered by buildings in a neat and tidy condition and so as not to cause any injury to the amenity of the Council's Property.

## **5. LICENSEE'S INDEMNITY**

- 5.1 The Licensee shall at all times indemnify the Council against any of the following events arising out of or connected with the occupation of the Property or any breach of or non-compliance with any of the terms of this licence:

- (a) any damage, injury or death sustained by the Council or any other person;
- (b) any loss of or damage to the Council's Property or to any property of the Council (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment) on the Council's Property; and
- (c) all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability brought against or suffered or incurred by the Council.

## **6. INSURANCE**

- 6.1 During the Licence Period the Licensee shall maintain the Third Party Insurance and the Licensee shall ensure that:

- (a) a copy of this licence has been produced to and acknowledged by the insurer;
- (b) all current premiums are paid and up to date;
- (c) the Licensee complies in all respects with the terms of the Third Party Insurance and does not allow that insurance to lapse; and
- (d) satisfactory evidence is produced to the Council (when reasonably requested) that the Third Party Insurance is valid and subsisting and that all premiums due have been properly paid.

## **7. TERMINATION**

- 7.1 The Council may serve a Termination Notice on the Licensee if any of the following events occur:

- (a) the Licensee commits any breach of this licence which is not capable of remedy; or
- (b) the Licensee commits any breach of this licence which is capable of remedy and the Licensee fails to remedy the breach within a reasonable period after receiving a notice from the Council to the Licensee requiring the Licensee to remedy the same.

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- (c) In any case by either party giving to the other one calendar month's notice in writing
- 7.2 Service of a Termination Notice shall terminate the Licensee's rights under this licence with immediate effect but shall be without prejudice to:
- (a) any antecedent breach of this licence by the Licensee and any right or remedy of the Council arising from such a breach;
  - (b) the ongoing obligations of the Licensee in relation to the dismantling and removal of the any items belonging to the Licensee; and
  - (c) the ongoing obligations of the Licensee to maintain Third Party Insurance in accordance with clause 6.

## **8. COUNCIL'S LIABILITY**

- 8.1 The grant of this licence by the Council is without any liability on the part of the Council in relation to or arising from the Permitted Use and any such grant or approval shall not limit exclude or modify the duties and liabilities of the Licensee under this licence or under the requirements of any Competent Authority or otherwise.
- 8.2 The Council enters into this licence solely in its capacity as landowner of the Council's Property and not in any other capacity. Nothing in this tenancy shall restrict its powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.
- 8.3 The Council gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 8.4 The Council gives no warranty that the Property is physically fit or suitable for the Permitted Use or that it may be lawfully carried out.

## **9. INTEREST**

If a party fails to make any payment due to any other party under this licence by the due date for payment, then, without limiting any remedies under clause 7, the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

## **10. MISCELLANEOUS PROVISIONS**

- 10.1 For the avoidance of doubt, the parties to this licence acknowledge that at no time during the Licence Period will the Licensee enjoy the right to exclusive possession of the Property and that this licence confers no rights of light or air or any easement whatsoever.

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- 10.2 No one other than a party to this licence, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 10.3 Notices are validly served if served in accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or sent to the Licensee by post or left at their registered office or last known address in Great Britain.
- 10.4 This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.5 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

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

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## APPENDIX A- Plan

Council Land – shown edged in blue

Property – shown edged in red

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Contract Quote Reference:  
Q\_1053559/1  
Terms and Conditions  
Reference:  
Peace of Mind - Electricity T&C -  
v12 effective 19/04/2021

Relationship Contact: Kieron Morbey  
Tel: 0845 301 3462  
Fax: 0845 300 9238  
Email: Kieron.Morbey@edfenergy.com

Quote Date: 01/07/2021  
Earliest Supply Start Date: 01/04/2021  
Earliest Termination Date: 31/03/2022  
Term: 12 Months

Product: Fixed - Peace of Mind  
Contact Address: EDF Energy Medium  
Business Sales, Gadeon House, Grenadier  
Road, Exeter Business Park, Exeter, EX1 3UT  
edfenergy.com/largebusiness

## Contract information pack for electricity

### Contract quotation for Delabole Parish Council

We are pleased to provide you with a quote for your electricity supply.

At EDF Energy we aim to provide a great value service by keeping our prices cost-reflective and highly competitive. With this in mind, please find enclosed your contract information pack which includes:

- This covering information sheet
- Quote Summary
- Agreement (Term Sheet & Terms and Conditions)
- Price Schedule
- Notes and Glossary

As you may be aware the wholesale cost of electricity is the main component of your prices and the UK electricity market is highly volatile. This means our quotes are subject to change and can be withdrawn without notice prior to the contract becoming legally binding. Unless otherwise indicated, terms used in this contract information pack bear the same meaning as are attributed to them in the Terms and Conditions, provided that if there is any conflict the provisions of the Terms and Conditions shall prevail.

If you would like to discuss any element of this documentation or have any queries, please feel free to contact us.  
We hope to hear from you soon.

*Kieron Morbey*  
Kieron Morbey  
Account Manager, Mid Market

### Key quote information

The quote within this pack is for a contract which has been quoted at Fully Inclusive Price Point. Please review the 'Quote Summary' within this pack for a summarised guide to the costs that are included and excluded in this quote.

The following information makes up this quote:

- Quote Date: 01/07/2021
- Earliest Supply Start Date: 01/04/2021
- Earliest Termination Date: 31/03/2022
- Term: 12 Months
- Terms and Conditions: Peace of Mind - Electricity T&C - v12 effective 19/04/2021
- Number of Sites: 1
- Number of MPANs: 1
- Volume Tolerance Threshold / Period: N/A
- Payment Terms: Shown on Price Schedule
- Value Added Product(s): Yes

### Next steps

Please review the information contained within this contract information pack to make sure that it is correct. Please contact us if any amendments are required.

1. Check the company details have been captured correctly within all pages of this contract information pack
2. Check with EDF Energy to see if this quote is still valid
3. Check that the details on the Price Schedule are as expected and that the consumption allocated to each supply is in line with your forecast for the duration of this contract
4. Make sure that the correct contract information pack is signed where more than one quote has been supplied. The Contract Quote Reference is located in the top left hand corner of each page

If you would like to enter into the Agreement with us on the basis of this quote, please sign and date the Term Sheet and return the signed Term Sheet to EDF Energy by either email or fax. Please also ensure that the signed hard copy is posted to us at the address at the top of this sheet.

### Please remember

- By signing and returning the Term Sheet you have confirmed that you have read and agreed to the Terms and Conditions
- The contract will only become legally binding once EDF Energy has confirmed acceptance in writing of your returned signed Term Sheet
- To provide the necessary termination notice to your current electricity supplier if appropriate

Please note acceptance cannot be provided by telephone.

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**Contract Quote Reference:**  
Q\_1053559/1  
**Terms and Conditions**  
**Reference:**  
Peace of Mind - Electricity T&C -  
v12 effective 19/04/2021

**Relationship Contact:** Kieron Morbey  
Tel: 0845 301 3462  
Fax: 0845 300 9238  
Email: Kieron.Morbey@edfenergy.com

**Quote Date:** 01/07/2021  
**Earliest Supply Start Date:** 01/04/2021  
**Earliest Termination Date:** 31/03/2022  
**Term:** 12 Months

**Product:** Fixed - Peace of Mind  
**Contact Address:** EDF Energy Medium  
Business Sales, Gadeon House, Grenadier  
Road, Exeter Business Park, Exeter, EX1 3UT  
edfenergy.com/largebusiness

## Quote Summary

Customer name	Supply address	MPAN	Total forecast units	Total forecast standing charge	Total forecast availability charge	Total forecast unit costs	Total combined forecast costs	Price Point
Delabole Parish Council	Unmetered Supply	2200040062056	236 kWh	£111.02	£0.00	£37.57	£148.59	Fully Inclusive
<b>Totals</b>			<b>236 kWh</b>	<b>£111.02</b>	<b>£0.00</b>	<b>£37.57</b>	<b>£148.59</b>	

Please note that where applicable, the total combined forecast costs will include all charges levied by parties in the electricity supply chain, excluding Tax and Climate Change Levy.



**Contract Quote Reference:**  
Q\_1053559/1

**Terms and Conditions**  
Peace of Mind - Electricity T&C -  
v12 effective 19/04/2021

**Relationship Contact:** Kieron Morbey  
Tel: 0845 301 3462  
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**Product:** Fixed - Peace of Mind  
**Contact Address:** EDF Energy Medium  
Business Sales, Gadeon House, Grenadier  
Road, Exeter Business Park, Exeter, EX1 3UT  
edfenergy.com/largebusiness

# Price Schedule

## Customer Information

**Customer Name:** Delabole Parish Council  
**Site Address:** Unmetered Supply, Millennium Clock, Delabole, UM5 1SS  
**Billing Address:** UNMETERED SUPPLY, MILLENNIUM CLOCK, DELABOLE, PL33 9AX

## Meter Information

**Profile Class:** 08  
**MPAN:** 2200040062056  
**Energisation Status:** Energised  
**Meter Type:** Unmetered Supply  
**Voltage:** Low Voltage Network  
**AMR:** No  
**Smart Meter:** No  
**Top Line of Supply Number:** 08 857 977  
**Distribution Network Area:** South West England

## Contract Information

**Price Point:** Fully Inclusive  
**Electricity Source:** Zero Carbon for Business 100%  
**LEC Backed %:** No  
**Triad Charging Method:** N/A  
**Billing Cycle / Payment Terms:** Monthly / Variable Direct Debit, 14 Days  
**Group Average Price:** No  
**Volume Tolerance Threshold / Period:** N/A

## Price Information

Rate Description	Price	Units	Costs
Standing Charge:	30.4172 p/day	365 days	£111.02
Availability Charge: N/A			
Excess Capacity Charge: N/A			
Reactive Power Charge: N/A			
Day Unit Rate: 06:00-22:00	15.9174 p/kWh	151 kWh	£24.04
Night Unit Rate: 22:00-06:00	15.9174 p/kWh	85 kWh	£13.53
<b>Contract Forecast Costs excluding Pass Through Charges (except where specified in the T&amp;Cs) for 12 Months</b>			<b>£148.59</b>



**Contract Quote Reference:**  
Q\_1053559/1

**Terms and Conditions**  
Peace of Mind - Electricity T&C -  
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## Additional Services Schedule

Additional Service	Service Charge	Application Level
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edfenergy.com/largebusiness

# Electricity Agreement Term Sheet

## Parties to this Agreement

This Agreement (the 'Agreement') is between:  
EDF Energy Customers Limited (company number 2228297) a company incorporated in England and Wales with its registered office at 90 Whitfield Street, London, W1T 4EZ ('we' and 'us');  
and **Delabole Parish Council** ('you') with its office at UNMETERED SUPPLY, MILLENNIUM CLOCK, PL33 9AX.

## Scope of this Agreement

It is agreed that we will supply you with electricity and you will take this electricity at the Supply Point(s) (and their Meter Identifiers) referenced in Q\_1053559/1 and in accordance with the Terms and Conditions.

If any Supply Point details within the Price Schedule change during the Term of the Agreement, we reserve the right to apply Charges in accordance with the Terms and Conditions.

## Term

Earliest Supply Start Date: **01/04/2021**

We will supply electricity to the Supply Point(s) listed within the Price Schedule from the Earliest Supply Start Date for the Term as outlined above. If, from the date of this Agreement (the Relevant Date), any Supply Point is being supplied by another electricity supplier, your Earliest Supply Start Date will be within twenty one (21) days of the Relevant Date unless the Earliest Supply Start Date is a later date or one of the conditions within the Supply provision of your Terms and Conditions apply.

## Principal Terms

The following Principal Terms are the key provisions of your Agreement with EDF Energy. Your Agreement comprises the Terms and Conditions (T&Cs) and this Contract Information Pack, incorporating the Term Sheet, as provided to you by us. By signing and returning the Term Sheet you are confirming that you have read and have agreed to the terms of the Agreement, so please take some time to read this important information.

### Charges

The Price Schedule contained within the Contract Information Pack sets out our agreed charges as at the date of the Agreement. The 'Charges, Invoices and Payment' and 'Variation' provisions of our T&Cs set out how we charge you, how we can change what we charge you, as well as other charges that may become due. This includes any charges as a result of changes to your Total Forecasted Consumption.

Alternative charges will apply to a Supply Point from the Earliest Termination Date, please see the 'Extension' provision of the T&Cs.

### Duration

Your contract is legally binding from the date EDF Energy confirms acceptance in writing of the signed Term Sheet.

The Earliest Supply Start Date and Earliest Termination Date of your contract are shown on page 1 of this pack, as well as in the header of each page.

Certain provisions of the contract may continue after the Earliest Termination Date. The 'Ending the Agreement' provision of the T&Cs explains this.

### Termination

The 'Ending the Agreement' provision of our T&Cs sets out how the Agreement may be terminated. We may charge you an Early Termination Charge if the Agreement is terminated early, or a Supply Point Removal Charge each time a Supply Point is removed from the Agreement in accordance with Schedule A of the T&Cs.

### Credit Support and Advance Payments

We have the right to ask you for credit support which may include the payment of a security deposit. Please refer to the 'Credit Support and Advance Payments' provisions of the T&Cs for further details. We will communicate any request for a security deposit to you in writing (including email).

### Liability

The 'Liability' section sets out the restrictions on either party's liability under the Agreement.

### Additional Agreement Provisions

Acceptance clause: This Agreement is conditional upon all the Connection Conditions being satisfied in relation to the Supply Points identified in Price Schedule quote ref. Q\_1053559/1.

If there are any Supply Points within the Price Schedule that you do not wish us to supply, or if any information provided at the time of quotation is found to be incorrect, we reserve the right to terminate this Agreement and/or withdraw the quotation.



**Contract Quote Reference:**  
Q\_1053559/1  
**Terms and Conditions**  
**Reference:**  
Peace of Mind - Electricity T&C -  
v12 effective 19/04/2021

**Relationship Contact:** Kieron Morbey  
**Tel:** 0845 301 3462  
**Fax:** 0545 300 9238  
**Email:** Kieron.Morbey@edfenergy.com

**Quote Date:** 01/07/2021  
**Earliest Supply Start Date:** 01/04/2021  
**Earliest Termination Date:** 31/03/2022  
**Term:** 12 Months

**Product:** Fixed - Peace of Mind  
**Contact Address:** EDF Energy Medium  
Business Sales, Gadeon House, Grenadier  
Road, Exeter Business Park, Exeter, EX1 3UT  
edfenergy.com/largebusiness

# Electricity Agreement Term Sheet

## Please remember

- Before signing please ensure that all the information in this contract information pack is correct
- Please make sure you have read through and accepted the terms as laid out in the Term Sheet as well as the full Terms and Conditions enclosed with the contract information pack
- If your payment is by Direct Debit you will also need to return your completed Direct Debit instruction alongside your signed Term Sheet
- If you use a third party intermediary to negotiate our Charges, their fees may be built into the Charges we charge you under this Agreement. It is your responsibility to make enquiries with such third party intermediary to ensure that you fully understand the nature of such third party intermediary's fee

## Sign here

If Delabole Parish Council would like to enter into the Agreement with us on the basis of this quote, please sign and date the Term Sheet and return the signed Term Sheet to EDF Energy by either email or fax.

Please also ensure that the signed hard copy is posted to us at the address at the top of this sheet.

If a third party intermediary is acting on behalf of the Customer and intends to sign the contract, please note that a valid Power of Attorney in a form and substance acceptable to EDF Energy will also need to be submitted alongside the signed Term Sheet.

By signing and returning the Term Sheet you have confirmed that you have read and agreed to the Terms and Conditions.

This Agreement will only become legally binding once EDF Energy has confirmed acceptance in writing of your returned signed Term Sheet.

**The Customer: Delabole Parish Council**  
Please use **BLACK INK** and **CAPITAL LETTERS**.

Print your name here:

Sign here:

Job title:

Date signed DD/MM/YYYY

Telephone number (including std code)

EDF Energy counter-signature sign here:

Date signed DD/MM/YYYY



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## Smart metering charges

The table below displays the indicative annual Smart metering charges. The charges cover all relevant Metering Agent Charges. Please note that these charges may be subject to change in line with the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions. We will notify you in writing should this occur.

### Smart metering charge table

The prices apply to each Smart Meter MPAN supplied under your Agreement with EDF Energy.

Smart metering charge	£65.00 per annum
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# Price Point and Cost Component Treatment

## Price Point Description

Your Price Point determines whether the below cost components are charged on a Fixed Basis or a Pass Through Basis.

Cost Component	Price Point				
	Fully Inclusive	Fully Inclusive Minus DUoS	Fully Inclusive Minus DUoS & TNUoS	Fully Inclusive Minus DUoS & TNUoS & G8P	MBP
Energy	Fixed	Fixed	Fixed	Fixed	Fixed
TNUoS	Fixed	Fixed	Fixed	Fixed	Pass Through
DUoS	Fixed	Fixed	Pass Through	Pass Through	Pass Through
DUoS	Fixed	Fixed	Fixed	Pass Through	Pass Through

Fixed = Charged on a Fixed Basis

Pass Through = Charged on a Pass Through Basis

## Additional Cost Components

Electricity suppliers are the public face of the electricity industry. Part of our role therefore entails invoicing charges on behalf of other service providers in the supply chain, such as metering agents. These charges and how you pay for them are set out below:

Hydro	Charged on a Fixed Basis and included in your unit rate.
Elexon	
Low Carbon Charges (where applicable, dependent on your Electricity Source)	Charged on a Fixed Basis in addition to your unit rate (where applicable)
Standing Charge	
Tax	
Climate Change Levy (CCL)	
CCL Exemption (CCLE) Charge	Charged in addition to your unit rate (where applicable)
Metering Agent Charges	
Renewable Obligation (RO)	Charged on a Fixed Basis and included in your unit rate (unless specified otherwise in your Terms and Conditions)
Feed in Tariff (FIT)	
Contracts for Difference (CFD)	
Capacity Market (CM)	
Balancing Services Use of System + Residual Cashflow Reallocation Cashflow (BSUoS + RCRC)	
N.B. You can choose to pay your RO, FIT, CFD, CM and BSUoS + RCRC charges on either a Fixed or a Pass Through Basis. If Fixed, a forecast rate will be included within your unit rate.	
Charged in the same manner as DUoS	
Availability Charge	
Excess Capacity Charge	
Reactive Power Charge	
Explanations of price points and cost components may be found in the Notes and Glossary sections. Please see the 'Charges, Invoices and Payment' and 'Variation' provisions of our Terms and Conditions for more details regarding your charges.	



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## Our fuel mix

Every year we publish details of the fuel sources we use to generate the electricity we supply to our customers. The information in the table below covers our supply licence for EDF Energy Customers Limited for the period from April 2019 to March 2020. Our customers' electricity is sourced from our own UK power stations, the wholesale energy market and other independent power generators. We are a major supporter of independent renewable generators.

EDF Energy's fuel mix	Coal	Gas	Nuclear	Renewable	Other	CO <sub>2</sub> g/kWh	Radioactive waste g/kWh
Contribution to our carbon emissions	3.5%	9.3%	66.6%	20.5%	0.1%	70	0.0047
UK average fuel mix	49.0%	39.4%	0.0%	0.0%	1.7%	198	0.0012
	3.9%		16.6%	37.9%	2.2%		

The figures for UK average fuel mix are provided by the Department for Business, Energy & Industrial Strategy (BEIS). Depending on the tariff you are on, the fuel source and carbon emissions associated with the generation of your electricity may vary. For more information on our fuel mix, visit [edfenergy.com/fuelmix](http://edfenergy.com/fuelmix).

EDF Energy's fuel mix per tariff or product	Coal	Gas	Nuclear	Renewable	Other	CO <sub>2</sub> g/kWh	Radioactive waste g/kWh
Low Carbon <sup>1</sup>	0.0%	0.0%	100.0%	0.0%	0.0%	0	0.0070
Renewable <sup>2</sup>	0.0%	0.0%	0.0%	100.0%	0.0%	0	0.0000
All Other <sup>3</sup>	9.1%	24.4%	55.3%	10.9%	0.3%	183	0.0039

- (1) Low Carbon tariffs and products - includes residential tariffs sold since 7th June 2019, Blue+ tariffs and Zero Carbon for Business.  
 (2) All renewable tariffs and products (includes EV tariff)  
 (3) All other tariffs and products - tariffs not referred to as Low Carbon or Renewable  
 The low-carbon electricity that we buy for Residential, Blue or Renewable tariffs and products is supplied into the National Grid. Customers receive that electricity through the National Grid, not directly from low-carbon generators.

## Dispute Settlement

Talk to us about our service. We constantly monitor our service but if you do need to complain, it's easy and we'll listen. To make a complaint, or for a copy of our complaints procedure, visit [edfenergy.com/large-business/customers/complaints](http://edfenergy.com/large-business/customers/complaints). You can also call us on 0845 366 3664 for this or any other feedback.



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## Notes

**Climate Change Levy (CCL) (Registration No. 523 0412 02 0000)**

The Levy is part of a range of measures designed to help the UK meet its legally binding commitment to reduce greenhouse gas emissions.

It is chargeable on the industrial and commercial supply of taxable commodities for lighting, heating and power by consumers in the following sectors of business: industry, commerce, agriculture, public administration, and other services.

The levy does not apply to taxable commodities used by domestic consumers, or by charities for non-business use.

Where VAT is charged at the standard rate, CCL (plus VAT on CCL) will usually be added to the invoice.

Where VAT is charged at the reduced rate (for example when an electricity supply is used wholly or partly for domestic or charitable non-business use), or if you are on a renewable or Good Quality Combined Heat and Power (CHP) source contract, this proportion of the supply is automatically excluded from CCL.

If we elect to supply you with a higher proportion of CCL exempt power than the agreed CCL percentage exemption, or you are not on a renewable or Good Quality Combined Heat and Power (CHP) source contract but we elect to supply you with a proportion of power which is from renewable or CHP sources, you will be charged an amount equivalent to the CCL that you would have been charged on that power had it not been CCL exempt.

Where VAT is charged automatically at the time of invoicing. Where VAT is charged at the standard rate but sites are entitled to full or partial relief from CCL, you will need to submit a PP11 supplier certificate for each site to advise us what percentage of relief is applicable.

PP11s are only available from HM Revenue & Customs (HMRC) and can be downloaded from their website: [www.hmrc.gov.uk](http://www.hmrc.gov.uk)  
Please note that PP11 supplier certificates are not transferable between electricity suppliers. Find out more on our website: [edfenergy.com/largebusiness](http://edfenergy.com/largebusiness)

### Code of Practice

The Code of Practice relates to meter and metering functionality. Meters have to meet set criteria under Codes of Practice.

These Codes lay down the specification of accuracy, parameters of recording information or data, type of data retrieval and how long the meter can stay on circuit.

The larger the supply the more accurate the meters have to become, and as such the electricity Codes of Practice (CoP) fall into bands of demand, as follows:

- CoP 1 >100MW
- CoP 2 >10MW up to 99.9MW
- CoP 3 >1MW up to 9.99MW
- CoP 5 >100kW up to 999.9kW

Your metering system may be changed to a different Code of Practice in the event of for example a change in capacity following an upgrade or downgrade of supply.

We reserve the right to apply Charges relevant to the new Code of Practice metering.

### Rate Simplification

If you have chosen to have your price rates simplified, your invoices will still illustrate the complete rate structure for your site or MPAN, with the same price for each rate, e.g. if your site has two rates which cover day and night, both these rates will show the same price.

### Triad Charges and Reconciliation Process

Transmission Network Use of System (TNUoS) is the charge the transmission company makes for transmitting power to the end user over its network.

The Transmission Network Use of System (TNUoS) charge is based on the Triad system for half hourly metered customers.

Where you have chosen to be priced at a price point where TNUoS is charged on a pass through basis, your TNUoS charge will be reconciled against the actual Triad costs published by National Grid. These costs are usually published in March each year.

To avoid a large invoice following the publication of the actual costs, we will include TNUoS within your charges each month, based on one of two methodologies:

1. Percentage of Maximum Demand  
You will be charged a variable monthly fee. This will be calculated at the standard or agreed prevailing rate of your monthly maximum demand (kW) for each site. This will be no

less than 85% of the maximum demand.

2. Estimated kW Demand

For each Financial Year, you will be charged a fixed monthly fee, based on one twelfth of your forecasted Triad demand, for each site. Where your Earliest Supply Start Date is after the commencement of a Financial Year, or your Contract Term is less than 12 months, you will be charged a fixed monthly fee for that Financial Year, based on your forecasted Triad demand divided by the number of remaining months in that Financial Year.

Further information on the Triad mechanism is available in the Statement of the Use of System Charging Methodology.

SSP	Distribution Network Area	Distribution Company
_A	Eastern England	UK Power Networks
_B	East Midlands	Western Power Distribution
_C	London	UK Power Networks
_D	North Wales, Merseyside & Cheshire	SP Manweb
_E	West Midlands	Western Power Distribution
_F	North East England	Northern Powergrid
_G	North West England	Electricity North West Ltd
_H	Southern England	SSE Power Distribution
_J	South East England	UK Power Networks
_K	South Wales	Western Power Distribution
_L	South West England	Western Power Distribution
_M	Yorkshire	Northern Powergrid
_N	South Scotland	SP Power Systems
_P	North Scotland	SSE Power Distribution



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# Glossary

**Availability Charge** is a charge the distribution company makes for providing an electricity supply connection to your site, up to an agreed maximum electrical load (kVA)

**Balancing Services Use of System (BSUoS)** is a charge that allows National Grid to recover the money it spends to balance the electricity system, which it needs to do for every second of the day. This maintains the quality and security of your electricity supply

**Billing Cycle** indicates the billing frequency for each site

**Capacity Market (CM)** is a charge for supporting both generators, who invest and agree to generate electricity and large users, who agree to generate electricity, and large users, who agree to reduce electricity consumption, to ensure there is enough capacity at times when demand is high and the network needs it the most

**Climate Change Levy (CCL)** is an amount equivalent to all climate change levy payable in respect of the supply calculated according to the Finance Act 2000 and all relevant secondary legislation and guidance thereto

**Climate Change Levy Exemption Charge (CCLE)** is a charge applied by us where you have entered into a contract to be supplied wholly or partly with Renewable Source or Good Quality CHP Source Electricity

**Contracts for Difference (CfD)** is a charge for the government initiative that encourages new investment in lowcarbon generation by providing investors a guaranteed income for the electricity they generate

**Distribution Network Area** is a geographical area within which electricity is distributed from the transmission network to the end user

**Distribution Loss (Dloss)** is energy lost as heat as it travels down the distribution wires. These losses increase with the distance the electricity has to travel

**Distribution Use of System (DUoS)** is the charge the distribution company makes for distributing power to the end user over its network

**Electricity Source** represents the energy sourcing mix for this contract

Elxon is a charge that covers Elxon's costs for administering the wholesale electricity balancing and settlement arrangements and the associated documentation to comply with Balancing and Settlement Code (BSC) for Great Britain

**Excess Capacity Charge** is a charge the distribution company makes when you exceed an agreed maximum electrical load (kVA). This is applicable from 1st April 2018

**Feed in Tariff (FIT)** is a charge to cover the cost of meeting the supplier's obligations under the Feed in Tariffs (Specified Maximum Capacity and Functions) Order 2010 as amended from time to time

**Fully Inclusive** is the point where your final electricity consumption is measured. Also known as 'customer meter'

**Grid Supply Point (GSP)** is a substation point where the transmission network connects to the local distribution network

**Group Average Price (GAP)** indicates where the total value of a contract for a group of sites has been averaged across those sites so that each site within the group has the same price

**Hydro (also known as AAHEDC)** is a charge to cover the tariff levied by National Grid from time to time in accordance with its Transmission Licence as part of the scheme for providing assistance with the high costs of distributing electricity in certain areas

**LEC Backed %** indicates the percentage of the supply normally chargeable for CCL that is eligible for exemption where you have entered into a contract to be supplied wholly or partly with Renewable Source or Good Quality CHP Source Electricity

**Line Loss Factor Class (LLFC)** is used to calculate the Distribution Use of System (DUoS) charges and Line Loss Factor (LLF) for the relevant MPAN

**Low Carbon Charge** is a charge applied by us where you have entered into a contract to be supplied wholly or partly by Pure Nuclear

**Meter Administrator** is a Qualified person appointed by a supplier in accordance with supplier volume allocation rules to calculate estimated energy consumption for equivalent unmetered supplies

**Metering Agent Charges** are charges associated with the metering for each site, including but not limited to: charges made by your Meter Operator, Data Collector, Data Aggregator, Meter Administrator and Settlement Agency Fees

**Meter Timeswitch Class (MTC)** is a three-digit code representing the type of metering system serving a customer's premises (indicates how many registers the electricity meter has and what times they will operate during the day)

**Network Operator** is the company responsible for managing the distribution system and electricity wires which transport electricity to your meter

**Notional Balancing Point (NBP)** is a virtual point where wholesale electricity is traded within the UK

**Payment Terms** means your agreed Payment Method and Payment Period for each site

**Residual Cashflow Reallocation Cashflow (RCRC)** is a debit or credit to all suppliers and generators ensuring that the total imbalance charge, set out by the Balancing and Settlement Code (BSC), is zero across all parties

**Reactive Power Charge** is a charge the distribution company makes for power which has not been efficiently converted (wasted power within the system) when operating certain types of equipment within the system) when operating certain types of equipment

**Renewables Obligation (RO)** is a charge to cover the cost of meeting the suppliers' obligations under the Renewables Obligation Order 2009 as amended from time to time

**Settlement Agency Fee** is a charge levied by Elxon for maintaining half hourly settlements. The charge is applied to each HH MPAN, irrespective of chosen Agent

**Standing Charge** is a fixed charge applicable to each MPAN

**Supply Point** means all of the Boundary Point Metering Systems (as defined by the BSC) and the Unmetered Supply Point(s) that are associated with the Site and set out on the Contract Information Pack

**Tax** is all taxes including the Fossil Fuel Levy, Value Added Tax and any other applicable taxes (other than Climate Change Levy). Taxes will be charged at the full rate unless you have notified us of any exemptions

**Top Line of Supply Number** contains additional information about your metering. The first two digits represent your Profile Class, the middle three digits represent your Meter Timeswitch Class and the last three digits represent your Line Loss Factor Class

**Total Forecasted Consumption** means the total sum of the Supply Point Total Forecasted Consumption for the relevant Supply Points

**Transmission Loss (Tloss)** is energy lost as heat as it travels down the transmission wires. These losses increase with the distance the electricity has to travel

**Transmission Network Use of System (TNUoS)** is the charge the transmission company makes for transmitting power to the end user over its network

**Triad Charging Method** indicates which Triad charging method is applicable for attributing TNUoS charges to each MPAN

**Voltage** can either be Low Voltage Network, Low Voltage Substation, High Voltage Network, High Voltage Substation, Extra High Voltage

**Volume Tolerance Threshold / Period** means, periodically, the amount that you may deviate from your agreed consumption without being liable to pay tolerance charges expressed as a percentage / period figure

## Delabole Parish Council

### Risk Assessment Schedule covering operation of the Parish Council to fulfil its duties.

<b>Management</b>			
<b>Business Activity</b>	<b>Risks identified</b>	<b>Risk Level H/M/L</b>	<b>Procedures to control risk</b>
Business continuity	Council unable to continue its business due to unforeseen extreme circumstances	L	<p><b>Review and/or extend</b></p> <p>Review and check backup process and passwords annually.</p> <ol style="list-style-type: none"> <li>1. All files and recent records kept at 9 The Sidings, Delabole, PL33 9AX.</li> <li>2. The Clerk backs up all electronic files monthly to a USB Drive.</li> <li>3.</li> <li>4. The Clerk also regularly backs up to two USBs one of which is retained by the Chairman.</li> <li>5. List of all passwords held by the Chairman.</li> </ol>

2/1/09.