**SCHEDULE 2**

**Accession Agreement**

**This Agreement** is made on [ ] between [ ]

1. [ ] a Company incorporated under the laws of [ ] (number) and having its registered office at [ ] (the Prospective Supplier); and
2. The Northern Ireland Authority for Utility Regulation (**NIAUR**) of Queens House,14 Queen Street, Belfast BT1 6ED on behalf of the Parties to the Supply Meter Point Agreement referred to below.

**Whereas**

1. The Parties named therein have entered into an Agreement (the Supply Meter Point Agreement for The Greater Belfast Licensed Area and The Ten Towns Licensed Area and the West Licensed Area hereafter referred to as the “**SMP Agreement**”) on [ ]
2. The Prospective Supplier has requested that it be admitted as a party to the said agreement in the capacity as a Supplier pursuant to Clause 4 of the SMP and each of the Parties hereby agrees to such admission

**NOW IT IS HEREBY AGREED** as follows

# Unless the context otherwise requires words and expressions defined in the SMP Agreement shall bear the same meaning respectively when used herein.

# Each of the Parties herby admits the New Party as an additional Party under the Supply Meter Point Agreement on the terms and conditions hereof and with effect from the date of the accession agreement.

# The Prospective Supplier hereby accepts its admission as a Party and undertakes with each of the Parties to perform and to be bound by the terms of SMP Agreement as a Party as and from the date hereof.

# For all purposes in connection with the SMP Agreement the Prospective Supplier shall as and from the date hereof be treated as if it had been a signatory of the SMP Agreement, and as if this agreement were party of the SMP Agreement and the rights and obligations of the Parties shall be construed accordingly.

# This agreement and the SMP Agreement shall be read and construed as one document and reference (in or pursuant to the SMP Agreement) to the SMP Agreement (howsoever expressed) should be read and construed as reference to the SMP Agreement and this agreement.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first above written.

**Certificate of Compliant Systems**

This form certifies that [ ] has systems designed such that on becoming a Party to the Agreement it will be able to fully comply with the provisions of the said Agreement including the Schedules thereof.

**Application for Derogation Form**

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| SUPPLY POINT ADMINISTRATION AGREEMENTAPPLICATION FOR DEROGATION |
| Company Applying for Derogation:Company Name: ………………………………………………………………………………………..Company Address: …………………………………………………………………………………………...……………………………………………………………………………………………….………………..………………………………………………………………………………………….……………….. |
| Signature (Senior Manager or other Authorised person):………………………………………………………………………………………….………………..Name (please print): …………………………………………………………………………………….Contact Details: Tel: ……………………………. …….Fax: ………………………………………….E-mail: …………………………………………………………………………………………………..Date of application: …………………………………………………………………………………….. |
| Applicant’s Reference: …………………………………………………………………………………. |
| DEROGATION DETAILS |
| 1. Details of Obligation – details of the specific obligation(s) to which you are seeking a derogation, quoting relevant SPAA clause(s):
 |
| 1. Reason for Application – details of the justification for seeking this derogation:
 |
| 1. 3. Conditions – description of the conditions of this derogation (ie the extent to which relief is requested and whether a less onerous obligation will be met for the period of the derogation):
 |
| 1. Timescale – period of time for which the derogation is sought:

N.B. Retrospective derogations can be sought but the granting of such derogations, as for any other derogation, will be at the discretion of NIAUR. |
| 1. Associated Derogations – details of any previous or current derogations which are related to this one:
 |
| 1. Corrective Action – details of the action you will take to become compliant with the obligation to which you are seeking a derogation including dates of any key milestones associated with these actions:
 |
| 1. Effect on other Parties – details of the requested derogation’s anticipated impact on the costs and operations of other parties:
 |
| 1. Supporting documentation – description of any attached supporting documents:
 |
| FOR CHANGE CONTROL MANAGER USE ONLY:Reference Number: ……………………………………………………………………...Date Received: ………………………………………………………………………………….Date/Reference of: ……………………………………………………………………………...Outcome: |
| Actions/Timing: |