

**FIRST-TIER TRIBUNAL**  
**PROPERTY CHAMBER**  
**(RESIDENTIAL PROPERTY)**

**Case No. LON/00BJ/LDC/2016/0051**

**BETWEEN:**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF WANDSWORTH**

**Applicant**

**and**

**THE LEASEHOLD OWNERS OF 14,082 PROPERTIES**

**Respondents**

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**WITNESS STATEMENT OF IAN ALMEIDA**

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I, Ian Almeida of The Design Service, Wandsworth Council, The Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU WILL SAY AS FOLLOWS:-

1. I am employed by the London Borough of Wandsworth ("the Council") and am based at the above address. I am a Project Officer (Energy Management) with the Energy Management Team which is part of the Council's Finance Directorate. I report to Mr Hussein El Bahrawy, Head of the Design Service. My responsibilities include managing contracts for energy for the Council's buildings. I am authorised to make this witness statement on behalf of the Council.
2. There is now produced and shown to me marked "IA1" a paginated bundle of documents to which I shall refer in this witness statement.
3. I make this witness statement to deal with the Tribunal's request for additional evidence as set out in paragraph 5 of the Supplementary Directions Order dated 27 July 2016. Save where otherwise stated, the matters to which I refer in this witness statement are from my

own knowledge or are obtained from information contained on the Council's records. Where information has been provided to me by others, I believe that information to be true.

4. The Tribunal has requested that the Council is to serve and place on its website the results of the monitoring exercise undertaken by the Council following the grant of a dispensation by the Tribunal in 2009. I understand from the Council's solicitor that Mr El Bahrawy's predecessor, Mr Robert Holt, provided a witness statement in support of the Council's application made in March 2009 and it appears from paragraph 15 of the Tribunal's judgment dated 2 June 2009 that Mr Holt had informed the Tribunal that the Council proposed to carry out a monitoring exercise during the course of the agreement.
5. Mr Holt retired from the Council in March 2016. I do not know the extent of the monitoring exercise carried out by Mr Holt. I have located in the Council's records a gas price comparison graph covering the period October 2008 to October 2012. This is at page 1 of "IA1". It appears that this was prepared towards the end of 2011 as it refers to an estimated increase as at October 2011. It shows the cost p/kWh for the Council being lower than a "Summary of the Big Six Domestic Energy Prices".
6. I am aware that in Mr Holt's witness statement dated 18 May 2012 in support of the Council's further application made in February 2012 for a dispensation from the consultation requirements in respect of the purchase of gas and electricity, Mr Holt referred (in paragraph 16) to the 2011 Annual Report by the Director of Finance on the work of the Energy Management Team to the Council's Overview and Scrutiny Committee on 9 November 2011 which stated that in comparison with the previous agreed fixed price, fixed term contracts, the Purchase in Advance flexible framework was achieving savings overall of between 10 and 15% (paragraph 6). A copy of that Report is at pages 2 to 8 of "IA1".
7. Further Annual Reports by the Director of Finance to the Environment, Culture and Community Safety Overview and Scrutiny Committee on the work of the Energy Performance Team were prepared in November 2012 and November 2013. In the Report for the 2011/12 year (pages 9 to 16 of "IA1"), the Director reported that comparative analysis of the performance of the Purchase in Advance ("PIA") Framework over the traditional fixed term, fixed price contracts carried out by the Efficiency and Reform Group within the Cabinet Office had concluded that for the period 2009 to 2011, the PIA purchases had outperformed the benchmark price by 6-7% (paragraph 5 of the Report). In his Report for the 2012/13 year (pages 17 to 24 of "IA1"), the Director of Finance reported that benchmarking performance

figures for the period 2009 to 2013 indicated that the performance of the PIA purchases against market average prices were on average 3% below the average market price for gas and 4.8% below for electricity (paragraph 5 of the Report).

8. The Tribunal has asked for further evidence in the form of a comparative schedule or analysis showing the benefit in unit price enjoyed as a result of the Framework Agreement as against supply/unit prices offered by the main alternative suppliers, i.e. SSE/SWALEC; NPower; E.ON and EDF, over the period 22 August 2012 and 27 July 2016. A direct comparison between the unit prices per kilowatt hour and daily standing charges in the domestic market and the charges under the Framework Agreement is not something which the Council is able to undertake for two reasons.
9. Firstly, when purchasing gas and electricity, the Council does not in fact operate in the 'Domestic' market and operates in the 'Industrial and Commercial' market. In the Industrial and Commercial market, contract prices are only provided after an authority signs up to an agreement. This is because the final price to be charged will be determined by a number of factors including (but not limited to) annual usage, meter size and location. Utility companies in the non-domestic market are not prepared to provide a price in advance, as working this out would involve a huge amount of work which would potentially be a waste of resources in the event that the authority chose not to sign up with them. In the circumstances, it is therefore impossible to know what price another supplier would have charged in the Industrial and Commercial market at any given time.
10. Second, the Council does not have available to it the historical data setting out the different tariffs which were being offered by the various domestic providers over this period of time, which have no doubt changed on a number of occasions over the 4 years. Each tariff would have been subject to different terms and conditions and there may well, in addition, have been differences in the prices depending on whether the customer was able to pay by direct debit and also if they signed up for dual fuel or single fuel only.
11. I have made some enquiries with LASER to see if they are able to provide some data which might be useful for the Tribunal. Mr Hal Chapman-Daws, Customer Relationship Manager, has provided me with the following information for the period October 2014 to September 2015 comparing LASER's average price and consumption worked out against the whole of their portfolio (which includes a large number of other public bodies) and the former Department of Energy and Climate Change's ("DECC") published rates:

<u>Gas</u>	
Price in advance gas average price p/kWh	3.11
DECC average price for consumption	4.364
Percentage difference	-29%
<u>Electricity</u>	
PIA electric average price p/kWh	10.27
DECC average price for consumption	11.74
Percentage difference	-13%

12. LASER have confirmed that the Council's various leasehold properties will not be able to move onto a domestic contract. Mr Hal Chapman-Daws has informed me that the DECC releases an annual publication detailing energy prices for domestic supplies which is broken down into geographical areas. Although not a direct comparison with the rates under the LASER framework agreement, details provided by DECC for the London area are set out below:-

Domestic Electricity 2015

- Average variable unit price p/kWh – 13.8p
- Average fixed cost per year – 71.58p

Domestic Gas 2015

- Unit cost per p/kWh – 4.95p

13. Under the framework agreement with LASER for the pricing period 1 October 2015 to 30 September 2016, the average cost p/kWh for gas to the Council's entire estate is 2.536 or 2.930 (depending whether the property in question uses over or under 25,000 therms). This average cost takes into account the standing charge payable. It also takes account of the fee payable by the Council under the terms of the framework agreement to LASER of either 0.035 p/kWh or 0.105 p/kWh (again depending on the level of therms used). It also takes account of the customer rebate of 0.034 p/kWh payable to the Council.

14. The cost for electricity over the same pricing period - 1 October 2015 to 30 September 2016 – averages between 10.859 p/kWh and 11.114 p/kWh. This average cost again takes into account the various standing charges payable. It also takes account of the fee payable by the Council to LASER of between 0.077 p/kWh and 0.131 p/kWh and the customer rebate of between 0.1 and 0.2 p/kWh payable to the Council.
15. The average costs set out in paragraphs 13 and 14 above are obtained from spreadsheets which contain details of the gas and electricity costs across the Council's entire estate. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection at the hearing on 25 August 2016. The spreadsheets contains details relating to numerous other properties (including schools, leisure centres, commercial properties and housing stock which is let by the Council under secure tenancies or as temporary accommodation) in addition to leasehold properties and also contain sensitive information such as LASER reference codes and account numbers. Separating out the information relating to leasehold properties alone and removing sensitive information from the spreadsheets would be a lengthy exercise and due to the tight time constraints in the preparation of this statement, that has not been possible.
16. By way of a comparison with domestic supply pricing, I exhibit at pages 25 to 27 of "IA1" a copy of a printout of NPower's tariff rates and charges currently on sale for a domestic supply of gas and electricity for the postcode SW18 2PU (the Town Hall) as printed from their website on 1 August 2016. Npower have 6 different tariffs for gas and 14 for electricity. Most of these are fixed price tariffs. As far as "standard" tariffs are concerned, they appear to have 2 for electricity - "Standard PAYG" and "Standard SC DD" – with prices ranging between 4.0278p to 4.08345p and standing charges ranging from 14.385 to 28.77p. There are 6 "standard" tariffs in respect of electricity – again, "Standard PAYG" and "Standard SC DD". The price is 16.6635p for non-Economy 7 with a standing charge of either 0p or 11.508p. For Economy 7, the price for the day unit rate is either 19.551 or 19.572 and either 6.552p or 13.3455p for the night unit rate, with the standing charges being either 12.9465p or 24.4545p.
17. I attach at pages 29 to 31 pf "IA1", printout obtained from EDF Energy's website on 8 August 2016 setting out their Standard (Variable) tariff unit rates in London. The unit rates vary depending on whether payment is made quarterly by cash or cheque or direct debit of the whole amount quarterly. For the former, the unit rate for electricity is 14.96 p/kWh with a

daily standing charge of 18.90p. For payment by direct debit, the unit rate is 13.93 p/kWh with the same standing charge. For gas, the daily standing charge is 26.25p regardless of the method of payment, and the unit price is 4.158 p/kWh, or 3.857 p/kWh if payment is by direct debit.

18. There are no other fees paid by the Council or payments received by the Council in respect of energy supplies other than those referred to in paragraph 13 and 14 above (paragraph 5C of the Order for Directions dated 27 July 2016).
19. A copy of the agreements entered into between the Council and LASER is at pages 32 to 44 of "IA1" (paragraph 5D of the Order for Directions dated 27 July 2016).
20. By way of conclusion, the London Public Sector Centre of Expertise, the London Energy Project ("LEP"), is a public sector shared intelligent service of 39 authorities that manages energy category development and supplier relationships for contacts valued at approximately £400m per annum across 47,500 supplies. LEP has carried out a value for money assessment of LASER in a report prepared for the 39 authorities in December 2015, LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Council prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

**I believe the facts stated in this witness statement are true.**

Signed

  
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Ian Almeida

Dated

*8 Aug 2016*  
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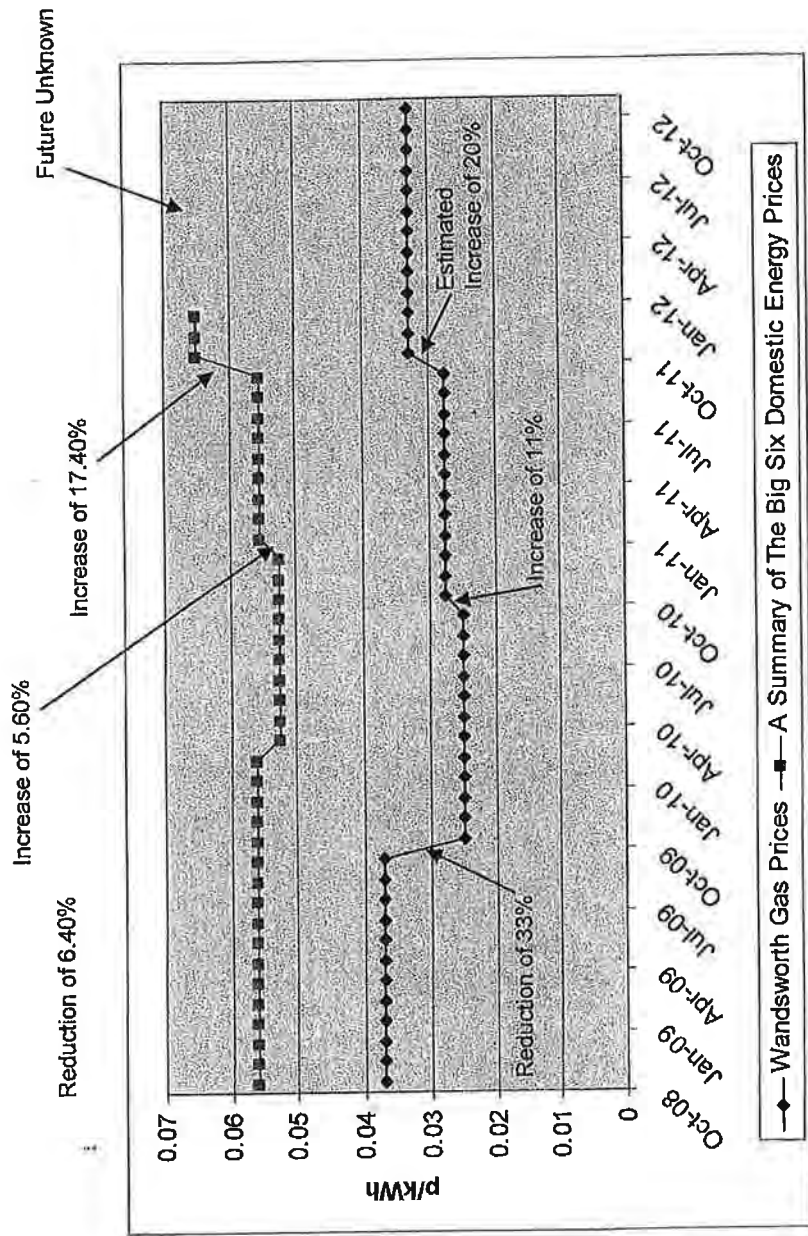
**Respondents**

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**EXHIBIT "IA1"**

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This is the exhibit marked "IA1" referred to in the witness statement of Ian Almeida dated 8 August 2016





WANDSWORTH BOROUGH COUNCIL

ENVIRONMENT, CULTURE AND COMMUNITY SAFETY  
OVERVIEW AND SCRUTINY COMMITTEE  
9<sup>th</sup> NOVEMBER 2011

Annual report by the Director of Finance on the work of the Energy Management Team in 2010/11

SUMMARY

Background. This annual report describes the performance of the Energy Management Team (EMT) operating within the Design Service, which was then part of the Technical Services Department during the last year 2010/11.

Policy. The Energy Management Team is involved in legislative and policy initiatives appertaining to the management, reporting and reduction of carbon emissions.

Issues/proposals. This report provides the details of the EMT operation during 2010/11. The report is for information.

Director of Finance Comments. The cost of the EMT in 2010/11 was £216,000 of which £200,000 was recharged to clients under a Service Level Agreement for the monitoring of energy and water expenditure. The remaining costs were recovered through the implementation of energy efficiency projects.

Supporting Information. See Appendix 1.

Conclusions. The EMT continues to deliver good value for money; this is demonstrated by a cost avoidance for the Council of £5.5m in 2010/11 through the procurement of energy via the Purchase in Advance (PIA) flexible framework when compared to standard tariff rates. Furthermore, a saving of £224,510 has been achieved through tariff adjustments and refunds on incorrect invoices. In addition, an actual carbon reduction of 3.36% since the 2008/9 baseline (including schools and transport use) has been achieved towards the Council's target of 10% by 2014/15.

The EMT also successfully submitted emission figures for year 1 of the first phase of the Carbon Reduction Commitment (CRC) Scheme within the allotted timeframe thus avoiding penalty fines that would otherwise have been levied on the Council. The CRC footprint of the Council for 2010/11 was 29,899tCO<sub>2</sub> which equated to a cost for the Council £358,788. The cost for gathering the required data and establishing systems for compliance with CRC requirements was absorbed

## *Energy Management*

within the Energy Management Team's overall operational cost of £216,000, as detailed in the report.

As identified in this report, the level of satisfaction by the client departments remains very high.

### GLOSSARY

CRC	Carbon Reduction Commitment
DEC	Display Energy Certificate
DEFRA	Department for Environment, Food and Rural Affairs
EMT	Energy Management Team
LACM	Local Authority Carbon Management

1. **Recommendation.** This report is submitted to the Environment, Culture and Community Safety Overview and Scrutiny Committee for information. No decisions are required on it by the Council, the Executive or the regulatory and other committees. However, if they decide that recommendations on the report need to be made, these will be reported to the Executive for consideration.
2. **Introduction.** The Energy Management Team (EMT) operates within the Design Service which was within the Technical Services department up to 31<sup>st</sup> March 2011 when it was transferred to the Finance Department (following approval of Paper No. 11-394 by the Executive in April 2011). The detailed work of the Design Service is reported annually to the Finance and Corporate Resources Overview and Scrutiny Committee.
3. The EMT delivers a diverse professional service to the Council and the team is committed to the delivery of a broad level of support in the management of energy.
4. **Savings.** During 2010/11 the EMT achieved the following quantifiable savings:-
  - (a) Refunds on incorrect invoices were secured in excess of £139,850.
  - (b) Solar photovoltaic grants were obtained to the value of £23,147.
  - (c) Tariff adjustments achieved savings in excess of £6,000.
  - (d) Metered water consumption savings of £55,513.
  - (e) Energy savings that will be achieved in subsequent years from projects implemented through the Salix loan fund scheme during 2010/11 amount to £23,000 per annum. With this added to the work carried out previously under the Salix scheme equates to £61,000.
  - (f) A cost avoidance of £5.5m during 2010/11 resulting from the flexible framework energy method of procurement.
5. The above equates to an annual saving of £285,510, and cost avoidance of £5.5m. The running costs for the Energy Management Team for 2010/11 were £216,000 which included the set up costs related to CRC.

6. **Procurement of Energy** To mitigate the effects of a changeable energy market, the EMT arranged for the phased adoption of a Purchase in Advance (PIA) flexible framework to ensure best value for money to the Council (together with tenants and leaseholders). The contracts for gas supplies commenced in October 2009 and electricity contracts followed in October 2010. If compared to the previously agreed fixed price fixed term contract, the Purchase in Advance (PIA) flexible framework is achieving savings of between 10-15%.
7. An average price of less than 10p per kWh for Electric and 4p per kWh for Gas under the Council's current contract compares with a default rate of 17p per kWh for Electric and 7p per kWh for Gas. Thus there was a cost avoidance of £5.5m during 2010/11. The total energy spend for 2010/11 was £8.4m for public buildings and unmetered supplies with an approximate cost of £3.4m associated with energy supplies for schools; the total cost of energy for 2010/11 is £11.8m.
8. **Carbon Reduction Targets** The Council has participated in several reduction initiatives. One of which was the Local Authority Carbon Management Plan (LACM7); the targets set under the LACM7 programme were to reduce CO<sub>2</sub> emissions by 10% by 2015 and by 20% by 2025 from the 2008/9 baseline.
9. The carbon emissions and water performance for the Council's buildings are measured using data from invoices processed by the EMT (including invoices relating to communal housing services). Preliminary emission reductions achieved are as follows:-
  - (a) Non corrected carbon emission excluding Schools and Transport. An actual CO<sub>2</sub> reduction of 1.88% has been achieved since the baseline.
  - (b) Non corrected carbon emission including Schools and Transport. The above reduction equates to a 3.36% reduction in CO<sub>2</sub> emissions.
  - (c) Water. A reduction of 1.2% has been achieved towards the target of 5% by 2015.
10. **Automatic Meter Reading (AMR)** During 2010/11 the EMT commenced the procurement process for the installation of AMR's within a number of the Council's buildings. The case for AMR's is widely documented by organizations concerned with emissions reduction and this has been reflected in the Council's Carbon Management Plan. The Plan identifies AMR installation as one of the projects that will contribute towards achieving the Council's carbon reduction targets.
11. **Carbon Initiatives.** The drive to monitor and deliver low carbon solutions remain at the forefront of the EMT service delivery. The implementation of current legislation and the requirements of initiatives that the Council has signed up to have been challenging but successfully dealt with by the EMT as summarised below:-

## *Energy Management*

(a) **Carbon Reduction Commitment (CRC).**

The EMT successfully submitted all of the emission figures required for the Phase 1 submission 2010/11 within the allotted timeframe, thus avoiding penalty fines that would otherwise have been levied on the Council. Furthermore, an external review by the London Energy Project of the work carried out by the EMT showed that the EMT had prepared well for the submission of the footprint report and annual reports and that good practices were in place towards meeting the standards necessary for the Council to comply with CRC in the early years of the scheme.

The CRC footprint of the Council for 2010/11 is 29,899tCO<sub>2</sub> this is approximately 95% of the total emissions that are shown in Appendix 1, which equates to a cost to the Council of £358,788 for allowances at £12 per tCO<sub>2</sub>. The cost for gathering the required data and establishing systems for compliance with CRC requirements was absorbed within the Energy Management Team's overall operational cost of £216,000. The gathering and management of data from schools and other Council establishments are ongoing in readiness for the submission of reports as required by the scheme in 2012.

(c) **Carbon Reduction Programme.**

The EMT is pro-active in the delivery and implementation of the programme to manage and reduce carbon emissions from the Council's buildings and continues to operate at both the Carbon Management Team and Board levels in the promotion and reporting of carbon saving initiatives.

(d) **Former National Indicator 185.**

The EMT continues to assimilate data about fuel and electricity used in buildings and street lighting for annual reporting to DEFRA.

12. **Feedback from Clients.** Feedback from Client Departments is encouraged as a vital performance monitoring process aimed towards maintaining a pertinent and effective energy management service. Returned client satisfaction enquires have rated the overall service provision as being to an 'excellent' standard of achievement. The overall satisfaction level achieved 2010/11 confirms that the standard level of service provided by the Team continues to be of a high quality.
13. **Energy Efficiency Schemes** These schemes are financed from the Council's Renewals Fund which includes specific resources identified for energy efficiency schemes funded from Council resources and Salix grant. The use of this resource is dependent on schemes meeting specific criteria set down by Salix and its continued availability is dependant on commissioned schemes utilising 60% of the balance in the Fund in a financial year. Schemes valued in excess of £69,000 were successfully identified and committed during 2010/11 to ensure the continued participation in the scheme and benefits to the Council. At the beginning of the 2011/12 financial year the available fund for

new projects was approximately £18,900. After scheduled repayments are made during 2011/12 the sum will regenerate to approximately £73,000 by the end of the financial year. Currently, schemes to the approximate value of £31,500 have already been committed for 2011/12. Annual savings from all schemes commissioned and committed to date equate to over £61,000 or 423 tonnes of carbon.

14. **Comments of the Director of Finance.** The EMT centrally monitor energy and water expenditure for all Council departments, excluding schools, and play a central role in the gathering of information required under the various energy/carbon saving initiatives including collating information for submission within the CRC scheme. The cost of providing this service was £200,000 in 2010/11 which was charged to budget-holders under a service level agreement. Further staff time and running costs are incurred in support of energy efficiency schemes and the Carbon Reduction Programme.
15. Energy saving projects recommended by the EMT and implemented by client departments can either be financed from within existing revenue budgets for repairs and maintenance to properties, from within approved capital programme schemes or by borrowing from the Council's Renewals Fund which is supplemented by SALIX grant. If the latter source is used the costs are repaid from the savings in energy to replenish the funds in order to provide resources for future projects. After the costs have been repaid savings accrue to the budget holder. If the cost of a project is met from within the existing revenue budget or within a capital scheme then budget holders receive the benefit of savings against their energy budgets immediately.
- 16 **Conclusion** The year under review has again been a successful one for the Energy Management Team, both in terms of offering good value for money, the contribution towards the achievement of carbon reduction targets and the continued assimilation of additional duties associated with carbon reduction legislation and initiatives, all as identified in the report. The level of satisfaction from the client departments remains very high, as also identified in the report.

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C. BUSS  
Director of Finance

1st November 2011

## *Energy Management*

### **Background Papers**

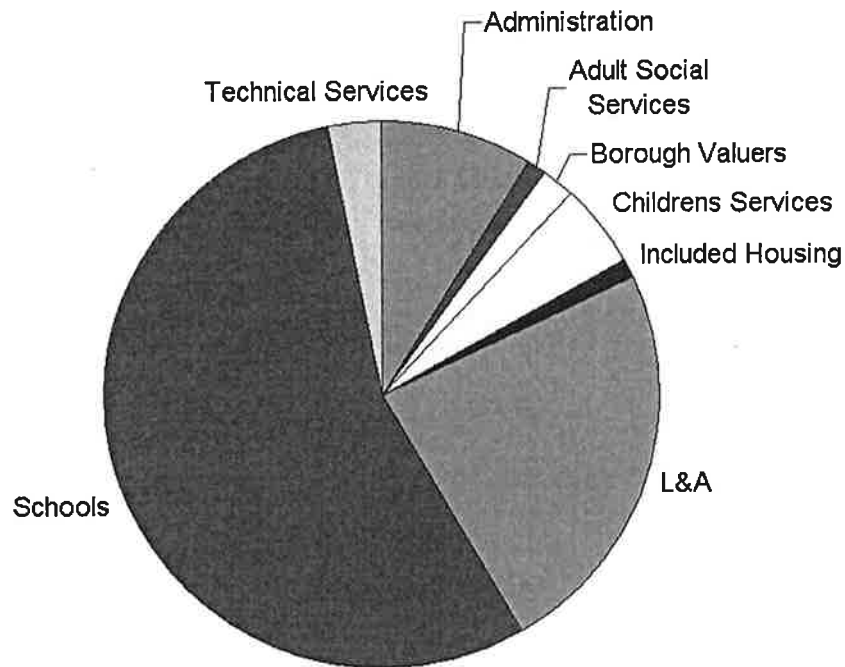
No background papers were used in the preparation of this report: -

All reports to Overview and Scrutiny Committees, regulatory and other committees, the Executive and the full Council can be viewed on the Council's website ([www.wandsworth.gov.uk/committ](http://www.wandsworth.gov.uk/committ)) unless the report was published before May 2001, in which case the Committee Secretary (Mr. D Jones-Owen – 020 8871 7032; email [djones-owen@wandsworth.gov.uk](mailto:djones-owen@wandsworth.gov.uk) can supply it if required).

**APPENDIX 1 to Paper No 11-XXX**

**CRC Footprint Emission per Department for 2010/11**

<b>Department</b>	<b>tCO<sub>2</sub></b>
Administration	2,773
Adult Social Services	363
Borough Valuers	598
Children's Services	1,576
Included Housing	332
L&A	7,382
Schools	17,239
Technical Services	950



WANDSWORTH BOROUGH COUNCIL

ENVIRONMENT, CULTURE AND COMMUNITY SAFETY  
OVERVIEW AND SCRUTINY COMMITTEE - 15TH NOVEMBER 2012

Annual report by the Director of Finance on the work of the Energy Management Team in 2011/12

SUMMARY

The Energy Management Team (EMT) delivers a diverse professional service to the Council and the team is committed to the delivery of a broad level of support in the management of energy. This annual report summarises the performance of the EMT (operating within the Design Service, which is part of the Finance Department) during the last year 2011/12.

The report provides an overview of work undertaken and the provisions/procedures that are in place to maintain high professional standards and sustain exemplary levels of service delivery.

The EMT operates on a trading account basis with total expenditure of £270,000 in 2011/12. Expenditure of £200,000 was recharged to client budget holders (in the various Council departments) under a Service Level Agreement for the monitoring of energy and water expenditure. Remaining costs were covered through fee income associated with the implementation and delivery of a range of energy related services. Furthermore, all savings or cost avoidances achieved by the EMT are a direct benefit to the Council and are not used to fund the EMT operation.

The EMT continues to deliver good value for money; this is demonstrated by a cost avoidance for the Council of £4.45m in 2011/12 through the procurement of energy via the Purchase in Advance (PIA) flexible framework when compared to standard tariff rates. Furthermore, a saving of £300,850 has been achieved through tariff adjustments and refunds on incorrect invoices. In addition, an actual carbon reduction of 8.22% since the 2008/9 baseline (including schools and transport use) has been achieved towards the Council's target of 10% by 2014/15.

The EMT successfully administered the second year's participation in the Carbon Reduction Commitment (CRC) Scheme. The CRC footprint of the Council for 2011/12 was 25,683 tCO<sub>2</sub> (tonnes of carbon dioxide) that equated to a cost for the Council of £308,196. The cost for gathering the required data and establishing systems for compliance with CRC requirements was absorbed within the Energy Management Team's overall



operational cost.

## GLOSSARY

CRC	Carbon Reduction Commitment
DEC	Display Energy Certificate
DEFRA	Department for Environment, Food and Rural Affairs
EMT	Energy Management Team
GHG	Greenhouse Gas
LACM	Local Authority Carbon Management
LEP	London Energy Project
PIA	Purchase in Advance
PV	Photovoltaic

## **RECOMMENDATIONS**

1. This report is submitted to the Environment, Culture and Community Safety Overview and Scrutiny Committee for information. No decisions are required on it by the Council, the Executive or the regulatory and other committees. However, if they decide that recommendations on the report need to be made, these will be reported to the Executive for consideration.

## **INTRODUCTION**

2. The Energy Management Team (EMT) operates within the Design Service which is part of the Finance Department. The detailed work of the Design Service is reported annually to the Finance and Corporate Resources Overview and Scrutiny Committee.

## **PERFORMANCE DURING 2011/12**

3. **Savings.** During 2011/12 the EMT achieved the following quantifiable savings:-
  - (a) Refunds on incorrect invoices were secured in excess of £300,850.
  - (b) Solar photovoltaic grants were obtained to the value of £4,162.83
  - (c) Energy savings that will be achieved in subsequent years from projects implemented through the Salix loan fund scheme during 2011/12 amount to £20,000 per annum. With this added to the work carried out previously under the Salix scheme equates to £81,000.

- (d) A cost avoidance of £4.45m during 2011/12 resulting from the flexible framework energy method of procurement.
4. The above equates to an annual saving of £325,012.83, and cost avoidance of £4.45m. The running cost for the Energy Management Team for 2011/12 was £270,000 which included the administration costs related to CRC and carbon / energy reduction project work. Furthermore, a fee income equating to £70,000 was achieved through a variety of energy service related works including specific project work, provision of Display Energy Certificates and services to schools.
5. **Procurement of Energy** To mitigate the effects of changeable market forces in favour of continued best value for money to the Council the EMT has delegated authority to procure energy through a Purchase in Advance (PIA) flexible framework agreement. A new agreement for the period October 2012 to 2016 has commenced (reported in Paper No. 10-749). Comparative analysis of the PIA performance over traditional fixed price, fixed term contracts carried out by the Efficiency and Reform Group within the Cabinet Office has concluded that for the period 2009/11 the PIA purchases have outperformed the benchmark price by 6-7%.
6. An average price of 9.12p per kWh for Electric and 2.69p per kWh for Gas under the Council's current contract compares with a default rate of 17p per kWh for Electric and 4.5p per kWh for Gas. Thus there was a cost avoidance of £4.45m during 2010/11. The total energy spend for 2011/12 was £6.6m for public buildings and unmetered supplies (such as street lighting) with an approximate cost of £2.3m associated with energy supplies for schools; the total approximate cost of energy for 2010/11 is £8.9m.
7. **Carbon Reduction Targets** The Council has participated in several reduction initiatives. One of these was the Local Authority Carbon Management Plan (LACM7); the targets set under the LACM7 programme were to reduce CO<sub>2</sub> emissions by 10% by 2015 and by 20% by 2025 from the 2008/9 baseline (reported in Paper No. 10-436).
8. The carbon emissions and water performance for the Council's buildings are measured using data from invoices processed by the EMT (including invoices relating to communal housing services). Preliminary emission reductions achieved are as follows:-
- (a) **Non corrected carbon emission including Schools and Transport.** The above reduction equates to a 8.22% reduction in CO<sub>2</sub> emissions.
- (b) **Water.** An increase of 0.16% in overall water usage for 2011/12 has been attributed to borehole down time in Battersea Park required by essential maintenance work. The target was revised to a new aspirational target value of 5% reduction by 2015 when

compared to the 2008/09 base year (reported in Paper No. 10-822).

9. **Automatic Meter Reading (AMR)** During 2011/12 the EMT have successfully progressed the AMR rollout programme previously reported to this Committee (Paper No. 11-848). Analysis of the resultant AMR data by the EMT combined with subsequent adjustments to energy-consuming equipment within buildings has contributed towards the significant savings achieved on billing reported in paragraph 3.
10. **Carbon Initiatives.** The drive to monitor and deliver low carbon solutions remains at the forefront of the EMT service delivery. The implementation of current legislation and the requirements of initiatives that the Council has signed up to remain challenging but continue to be successfully dealt with by the EMT as summarised below:-

(a) **Carbon Reduction Commitment (CRC).**

The EMT ensures that arrangements are made to minimise the risk of loss to the Council with regard to compliance with the CRC scheme. Systems and resources necessary for the gathering of data and evidence, as required for CRC compliance, and the submission of CRC annual reports are delivered by the EMT.

External reviews of the EMT data and evidence pack have been carried out by the London Energy Project (LEP) to ensure that the Council's organisational culture and processes are robust enough to mitigate the risk of penalty fines that would otherwise be levied on the Council in cases of non-compliance. An audit review by LEP for the reporting year 2011/12 concluded that the EMT have good practices in place for meeting the standards necessary for the Council to comply with the CRC scheme.

The CRC carbon footprint of the Council for 2011/12 is 25,683 tCO<sub>2</sub>, as shown in Appendix 1. The carbon footprint equates to a cost to the Council of £308,196 for the purchase of allowances from the Department of Energy and Climate Change at £12 per tCO<sub>2</sub>. However, the EMT has achieved a saving of 5.6% against the 2010/11 equivalent cost by reducing the purchase of excess allowances that may otherwise have been required if the provisions put in place by the EMT had not proven to be suitably rigorous under audit review. The cost of the CRC purchase is charged to budget-holders but the cost for gathering the required data and establishing CRC-compliant systems was absorbed within the EMT operational cost. The gathering and management of data from schools and other Council establishments are ongoing in readiness for the submission of reports as required by the scheme in 2013.

Currently the CRC scheme precludes un-metered services (street lighting) and domestic landlords supplies.

- (c) Carbon Reduction Programme.  
The EMT is pro-active in the delivery and implementation of the programme to manage and reduce carbon emissions from the Council's buildings and continues to operate at corporate level in the promotion and reporting of carbon saving initiatives and CRC issues by the officer-level Carbon Management Board, which evolved out of the Council's participation in the Local Authority Carbon Management Programme (reported in Paper No. 10-436).
- (d) Greenhouse Gas Emissions (GHG) - Former National Indicator 185.  
The EMT continues to assimilate data about fuel and electricity used in buildings and street lighting for annual reporting purposes.

- 11. Renewable Technology Projects During 2011/12 the EMT delivered 50kWp photovoltaic (PV) installations on Reed House and The Town Hall. Each PV installation is expected to achieve savings to the Council in excess of £16,000 each year through the Government's Feed-in-Tariff scheme and energy cost avoidance.
- 12. Feedback from Clients Feedback from Client Departments is encouraged as a vital performance monitoring process aimed towards maintaining a pertinent and effective energy management service. Returned client satisfaction enquires have rated the overall service provision as being to an 'excellent/very good' standard of achievement. The overall satisfaction level achieved 2011/12 confirms that the standard level of service provided by the Team continues to be of a high quality.
- 13. Energy Efficiency Schemes These schemes are financed from the Council's Renewals Fund which includes specific resources identified for energy efficiency schemes funded from Council resources and Salix grant. The use of this resource is dependent on schemes meeting specific criteria set down by Salix and its continued availability is dependent on commissioned schemes utilising 60% of the balance in the Fund in a financial year. Schemes valued in excess of £97,000 were successfully identified and committed during 2011/12 to ensure the continued participation in the scheme and benefits to the Council. At the end of the 2011/12 financial year the entire fund had been committed to projects. After scheduled repayments are made during 2012/13, the sum will regenerate to approximately £40,000 by the end of the financial year for suitable future schemes. Annual savings from all schemes commissioned and committed to date equate to over £81,000 or 493 tonnes of carbon.

## **FINANCIAL IMPLICATIONS**

14. The EMT centrally monitor energy and water expenditure for all Council departments, excluding schools, and play a central role in the gathering of information required under the various energy/carbon saving initiatives including collating information for submission within the CRC scheme (which includes schools). The cost of providing this service was £200,000 in 2011/12 which was charged to budget-holders under a service level agreement. Further staff time and running costs are incurred in support of energy efficiency schemes and the Carbon Reduction Programme and a further fee income of £70,000 was achieved through fees associated with specific energy service related works.
15. Energy saving projects recommended by the EMT and implemented by client departments can either be financed from within existing revenue budgets for repairs and maintenance to properties, from within approved capital programme schemes or by borrowing from the Council's Renewals Fund which is supplemented by SALIX grant. If the latter source is used, the costs are repaid from the savings in energy to replenish the funds in order to provide resources for future projects. After the costs have been repaid, savings accrue to the budget holder. If the cost of a project is met from within the existing revenue budget or within a capital scheme then budget holders receive the benefit of savings against their energy budgets immediately.

## **CONCLUSION**

16. The year under review has again been a successful one for the Energy Management Team, both in terms of offering good value for money, the contribution towards the achievement of carbon reduction targets and the continued assimilation of additional duties associated with carbon reduction legislation and initiatives, all as identified in the report. The level of satisfaction from the client departments remains very high, as also identified in the report.

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The Town Hall  
Wandsworth,  
SW18 2PU

C. BUSS  
Director of Finance

4th November 2012

**Background Papers**

No background papers were used in the preparation of this report: -

All reports to Overview and Scrutiny Committees, regulatory and other committees, the Executive and the full Council can be viewed on the Council's website ([www.wandsworth.gov.uk/committ](http://www.wandsworth.gov.uk/committ)) unless the report was published before May 2001, in which case the Committee Secretary (Mr. D Jones-Owen – 020 8871 7032; email [djones-owen@wandsworth.gov.uk](mailto:djones-owen@wandsworth.gov.uk) can supply it if required).

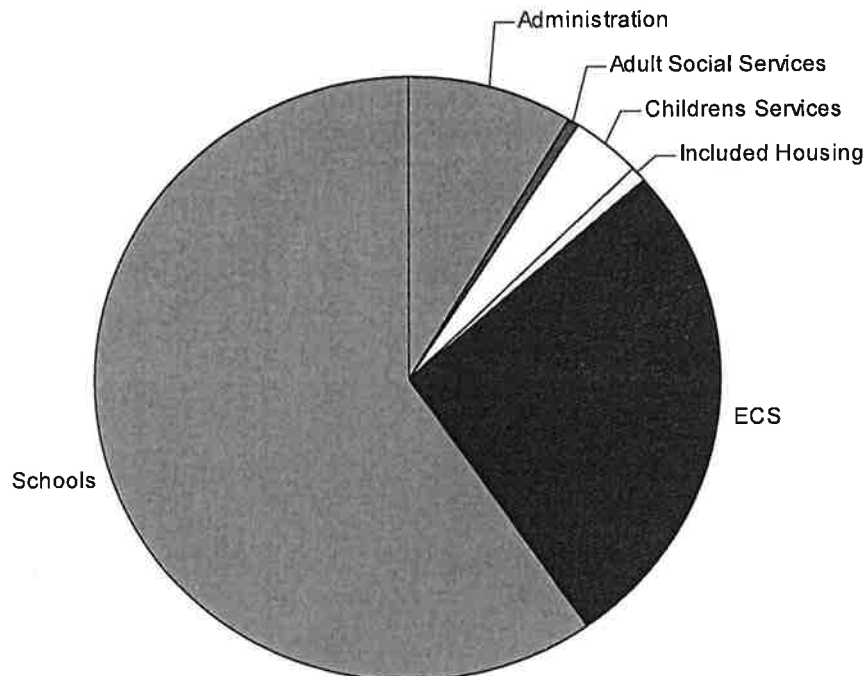
*Energy Management*

**APPENDIX 1 to Paper No 12-767**

**CARBON REDUCTION COMMITMENT (CRC)**

The CRC carbon footprint of the Council for 2011/12 is 25,683 tCO<sub>2</sub> (see clause 10a). The following table and chart indicate the distribution of carbon emissions between departments:

Department	tCO <sub>2</sub>
Administration	2193
Adult Social Services	187
Children's Services	881
Included Housing	256
ECS	6861
Schools	15305



Note: Currently the CRC scheme precludes un-metered services (street lighting) and domestic land lords supplies.

WANDSWORTH BOROUGH COUNCIL

ENVIRONMENT, CULTURE AND COMMUNITY SAFETY OVERVIEW AND  
SCRUTINY COMMITTEE – 12TH NOVEMBER 2013

Annual report by the Director of Finance on the performance of the Energy Management Team in 2012/13.

SUMMARY

The EMT delivers a diverse professional service to the Council and the team is committed to the delivery of a broad level of support in the management of energy and sustainability matters. This annual report summarises the performance of the Energy Management Team (EMT) operating within the Design Service, which is part of the Finance Department, during the last year 2012/13. The report provides an overview of work undertaken and the provisions/procedures that are in place to maintain high professional standards and sustain exemplary levels of service delivery.

The EMT operates on a trading account basis within the overall umbrella of the Design Service. The bulk of its costs are intended to be covered by a recharge to client departments (totalling £199,780 in 2012/13) under a Service Level Agreement (SLA) for the monitoring of energy and water expenditure, with additional income generated from fees associated with the implementation and delivery of a range of associated energy-related services. Any surplus or deficit is reflected in the overall outturn position for the Design Service as a whole. All savings or cost avoidances achieved by the EMT are a direct benefit to the Council and are not used to underpin the costs of the EMT operation.

The EMT continues to deliver good value for money; this is demonstrated by cost avoidance for the Council of £5.8m in 2012/13 through the procurement of energy via the Purchase in Advance (PIA) flexible framework when compared to standard tariff rates. Furthermore, a saving of £263,950 has been achieved through tariff adjustments or correction of other meter-related defects.

The EMT successfully administered the third year's participation in the Carbon Reduction Commitment (CRC) Scheme. The CRC footprint of the Council for 2012/13 was 29,765 tCO<sub>2</sub> that equated to a cost for the Council of £357,180. The cost for gathering the required data and maintaining systems for compliance with CRC requirements was absorbed within the Energy Management Team's overall operational cost.

This report is for information.



## ***Performance of the Design Service in 2012/13***

### **GLOSSARY**

BREEAM	Building Research establishment Environmental Assessment Method for Buildings
CRC	Carbon Reduction Commitment
DECC	Department of Energy and Climate Change
EMT	Energy Management Team
GHG	Greenhouse Gas
kWp	Peak Kilowatt output under ideal conditions
LACM	Local Authority Carbon Management
LEP	London Energy Project
PIA	Purchase in Advance
PV	Photovoltaic
SLA	Service Level Agreement
tCO <sub>2</sub>	Tonnes of carbon dioxide.

### **RECOMMENDATION**

1. This report is submitted to the Environment, Culture and Community Safety Overview and Scrutiny Committee for information. No decisions are required on it by the Council, the Executive or the regulatory and other committees. However, if they decide that recommendations on the report need to be made, these will be reported to the Executive for consideration.

### **INTRODUCTION**

2. The Energy Management Team (EMT) operates within the Design Service which is within the Finance Department. The detailed work of the Design Service is reported annually to the Finance and Corporate Resources Overview and Scrutiny Committee.

### **PERFORMANCE DURING 2012/13**

3. **Savings.** During 2012/13 the EMT achieved the following quantifiable savings:-
  - (a) Refunds on incorrectly formulated invoices arising from issues such as tariff adjustments and meter-related defects were secured in excess of £263,950.
  - (b) Revenue from solar photovoltaic tariffs were obtained to the value of £29,990.
  - (c) Projected energy savings that will be achieved in subsequent years from projects implemented through the Salix loan fund scheme during 2012/13 amount to £7,000 per annum. With this added to the savings generated by work carried out previously under the Salix scheme, total annual savings achieved to date equate to £88,000.

## **Performance of the Design Service in 2012/13**

- (d) A cost avoidance of £5.8m during 2012/13 resulting from the flexible framework energy method of procurement.
4. The above equates to an annual saving of £300,940, and cost avoidance of £5.8m. The core cost to the Council for the Energy Management Team in 2012/13 was set to be £199,780, recovered through a recharge to client departments under an SLA for the monitoring of energy and water expenditure and which absorbed the administration costs related to CRC and carbon/energy reduction project work. Additional fee income achieved through a variety of energy service related works including specific project work, provision of Display Energy Certificates and services to schools contributes towards the turnover of the Design Service.
  5. **Procurement of Energy** To mitigate the effects of changeable market forces in favor of continued best value for money to the Council, there is delegated authority which allows the EMT to procure energy through a Purchase in Advance (PIA) flexible framework agreement. The current PIA agreement (reported in Paper No. 10-749) for the supply of gas and electricity expires 30<sup>th</sup> September 2016. To allow for ongoing flexible purchases from 1<sup>st</sup> October 2016, it is likely that evaluation of a successive framework will be required by the last quarter of 2014. Previously precluded small low consuming electricity supplies will be covered by a PIA framework from April 2014. Benchmarking performance figures for the period 2009 to 2013 indicate that the performance of the PIA purchases against market average prices are on average 3% below the average market price for gas and 4.8% for electrical power.
  6. An average price of 9.57p per kWh for Electric and 2.77p per kWh for Gas under the Council's current contract compares with a default rate of 18p per kWh for Electric and 4.8p per kWh for Gas. Applying these prices to the volumes of energy consumed produces a cost avoidance of £5.8m during 2012/13. The total energy spends for 2012/13 were £7.1m for public buildings and unmetered supplies (such as street lighting) with an approximate cost of £2.83m associated with energy supplies for schools; the total approximate cost of energy for 2012/13 is £9.93m.
  7. **Carbon Reduction Targets** The Council has participated in several reduction initiatives. One of which was the Local Authority Carbon Management Plan (LACM7); the targets set under the LACM7 programme were to reduce CO<sub>2</sub> emissions by 10% by 2015 and by 20% by 2025 from the 2008/9 baseline (reported in Paper No. 10-436).
  8. The carbon emissions and water performance appraisals detailed below for the Council's buildings are measured using data from invoices processed by the EMT (including invoices relating to communal housing services).
    - (a) **Carbon emission.** Following the relatively mild winters preceding 2012/13, the Council's non weather corrected carbon emissions (including schools and transport) were 8.22% down from the 2008/9 baseline (reported in Paper No 12-767). The reason for the drop has

## ***Performance of the Design Service in 2012/13***

been attributed to the severe winter/spring of 2012/13 that was persistently colder than previous years and resulted in an increased heating demand, as ratified by statistics reported by DECC. This consequential increase in winter/spring energy consumption has in effect eroded the carbon emission savings accrued since the base year, reducing it to 2.94%. However, it is feasible that energy savings associated with any future rationalisation of Council premises will serve to recover progress towards achieving the Council's carbon reduction target.

- (b) Water. Cumulative water usage dropped by 0.38% during 2012/13 in contrast to the 0.16% increase recorded for 2011/12. The 0.38% reduction compares to the 2008/09 base year for which the aspirational target is a 5% reduction by 2015 (reported in Paper No. 10-822). Past water saving targets have been consistently exceeded with 9.6% savings achieved against a 2004/5 baseline and 11.8% reduction against 1999/2000. With further opportunities for savings plateauing, more innovative ways of utilising water resources sustainably will be reviewed.

9. **Carbon Initiatives**. The drive to monitor and deliver low carbon solutions remains at the forefront of the EMT service delivery. The implementation of current legislation and the requirements of initiatives that the Council has signed up to remain challenging but continue to be successfully dealt with by the EMT as summarised below:-

- (a) CRC Energy Efficiency Scheme – Reporting Year. - The EMT ensures that arrangements are made to minimise the risk of loss to the Council with regard to compliance with the CRC scheme. The delivery of these arrangements by the EMT includes systems and resources necessary for the gathering of data, compilation of evidence, development of protocols, reporting and purchase of allowances. The CRC carbon footprint of the Council for 2012/13 is 29,765 tCO<sub>2</sub> (refer to Appendix A) and the cost to the Council for the purchase of allowances from DECC at £12 per tCO<sub>2</sub> equates to £357,180. This cost for the CRC purchase is charged to Council budgets but the cost for gathering the required data and establishing CRC compliant systems continues to be absorbed within the EMT operational cost. External reviews of the EMT data and evidence pack have been undertaken through the London Energy Project (LEP) to ensure that the Council's organisational culture and processes are robust enough to mitigate the risk of penalty fines that would otherwise be levied on the Council in cases of non compliance. Referring to 2012/13 the audit review reported that the data collection and analysis undertaken by the EMT is within required accuracy limits and statutory requirements to avoid penalties and fines. Furthermore, the audit concluded that the EMT maintains a comprehensive evidence pack and operates effective and sound systems and procedural controls.

## ***Performance of the Design Service in 2012/13***

- (b) CRC Energy Efficiency Scheme – Future Years. - From 1<sup>st</sup> April 2014 the Council will no longer be required to include the emissions from schools within its reporting but currently excluded un-metered services such as street lighting will in future become accountable under the scheme. In preparation for this change the EMT is pursuing the adoption of dynamic (instead of passive) Half Hourly trading for the street lighting, which is likely to provide a more advantageous way of accounting for the associated carbon emission allowance purchases. The introduction of a lower priced 'forecast allowance sale' and higher priced 'retrospective allowance sale' relating to emissions in 2014/15 will mean that in 2014 there will be a double allowance sale comprised of the 2013/14 emissions plus the purchase in advance provision for 2014/15. The minimum cost of allowances for 2014/15 is likely to rise to £16 per tCO<sub>2</sub>, an additional cost to the Council based on current levels of emissions of £119,060.
- (c) Carbon Reduction Programme. The EMT is proactive in the delivery and implementation of the programme to manage and reduce carbon emissions from the Council's buildings and operated at corporate level in the promotion and reporting of carbon-saving initiatives and CRC issues by the officer-level Carbon Management Board, which evolved out of the Council's participation in the Local Authority Carbon Management Programme (reported in Paper No. 10-436).
- (d) Greenhouse Gas Emissions (GHG) – With respect to former National Indicator 185, the EMT continues to assimilate data about fuel and electricity used in buildings and street lighting for annual reporting purposes.
10. Renewable Technology Projects The 50kWp photovoltaic (PV) installations on Reed House and The Town Hall installed during 2011/12 achieved savings to the Council of £20,750 and £18,690 respectively during 2012/13 through the governments Feed-in-Tariff scheme and energy cost avoidance. Both schemes have surpassed the anticipated base line cost avoidance of £16,000 previously reported (Paper No. 12-767).
11. Feedback from Clients The work of the EMT involves consultations and liaison with a wide variety of building users, service department representatives and designers. The feedback from these groups is an important performance monitoring process aimed towards maintaining a pertinent and efficient energy management service. The level of performance delivered by the Service has been responsive to Council and client representative needs with high levels of satisfaction achieved.
12. Energy Efficiency Schemes These schemes are financed from the Council's Renewals Fund which includes specific resources identified for energy efficiency schemes funded from Council resources and Salix grant (providing a total match funded pot of £200,000). The use of this resource is dependent on schemes meeting specific criteria set down by Salix and its continued availability is dependant on commissioned schemes utilising 75% of the

## **Performance of the Design Service in 2012/13**

balance in the Fund in a financial year. Of the £40,990 fund available during 2012/13, schemes valued at £32,560 were successfully identified and committed to ensure the continued participation in the scheme and benefits to the Council. After scheduled repayments are made during 2013/14 the sum will regenerate to approximately £72,000 by the end of the financial year for suitable future schemes. Annual savings from all schemes commissioned or committed to date equate to over £88,000 or 530 tonnes of carbon.

13. **BREEAM Accreditation** The Design Service has gained accreditation as a registered licensed BREEAM Assessment organisation. BREEAM is the Building Research Establishment Environmental Assessment Method for Buildings. It sets the standard for best practice in sustainable design and is the foremost measure used to describe the environmental and energy performance of buildings. The EMT is now able to carry out assessments and certification under the scheme as part of the varied services offered towards achieving best value solutions.

### **FINANCIAL IMPLICATIONS**

14. The EMT centrally monitor energy and water expenditure for all Council departments, excluding schools, and play a central role in the gathering of information required under the various energy/carbon saving initiatives including collating information for submission within the CRC scheme (which currently includes schools). The cost to Council Budgets of providing this service was £199,780 in 2012/13 through a recharge to Client Departments under a service level agreement. Further staff time and running costs are incurred in support of energy efficiency schemes and the Carbon Reduction Programme for which any fees associated with specific energy service related works contribute towards the turnover of the Design Service.
15. Energy saving projects recommended by the EMT and implemented by client departments can either be financed from within existing revenue budgets for repairs and maintenance to properties, from within approved capital programme schemes or by borrowing from the Council's Renewals Fund which is supplemented by SALIX grant. If the latter source is used, the costs are repaid from the savings in energy to replenish the funds in order to provide resources for future projects. After the costs have been repaid savings accrue to the budget holder. If the cost of a project is met from within the existing revenue budget or within a capital scheme then budget holders receive the benefit of savings against their energy budgets immediately.
16. Current Government Regulations designed to disincentivise carbon emissions in addition to the continual upward pressure on energy budgets create strong financial justification for the EMT's dual mission to drive down energy output and continue to seek the best possible deals on pricing. On current volumes a 1% rise in Energy prices equates to an additional cost to the Council of £100,000.

**CONCLUSION**

17. The year under review has again been a successful one for the Energy Management Team, both in terms of offering good value for money, the contribution towards mitigating increases in carbon emissions and the continued assimilation of additional duties associated with carbon reduction legislation and initiatives, all as identified in the report. The level of satisfaction from the client representatives remains very high, as also identified in the report.

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**CHRIS BUSS**  
Director of Finance

The Town Hall  
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SW18 2PU  
4<sup>th</sup> November 2013

**Background Papers**

No background papers were used in the preparation of this report: -

All reports to Overview and Scrutiny Committees, regulatory and other committees, the Executive and the full Council can be viewed on the Council's website ([www.wandsworth.gov.uk/moderngov](http://www.wandsworth.gov.uk/moderngov)) unless the report was published before May 2001, in which case the Committee Secretary (Mr. D Jones-Owen – 020 8871 7032; email [djones-owen@wandsworth.gov.uk](mailto:djones-owen@wandsworth.gov.uk) can supply it if required).

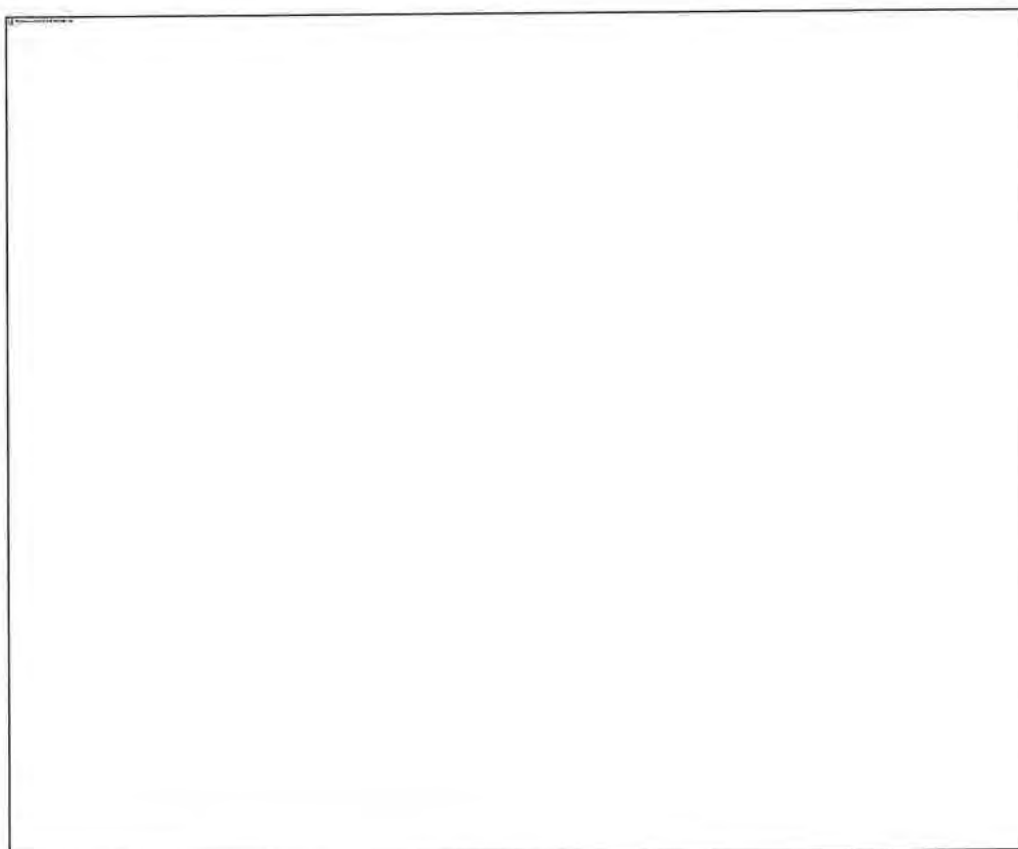
**Wandsworth Borough council**

**ENERGY MANAGEMENT TEAM**

**CRC Energy Efficiency Scheme**

The CRC carbon footprint of the Council for 2012/13 is 29,765 tCO<sub>2</sub> (see clause 9a). The following table and chart indicate the distribution of carbon emissions between departments:

<b>Total Emissions Per Department</b>	<b>tCO<sub>2</sub></b>
Administration	2488
Adult Social Services	201
Borough Valuer Properties	68
Children Services	1551
Environment and Community Services	8125
Included Housing	253
Schools	17079
<b>Total</b>	<b>29765</b>



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GAS & ELECTRICITY BOILERS & HEATING SAVE ENERGY YOUR ACCOUNT HELP & SUPPORT

Gas and electricity Tariff rates and charges

Gas and electricity

Tariffs

New connections

Tariff coming to an end?

Tariff Comparison Rates

Tariff Information Labels

Tariff rates and charges

## Tariff rates and charges

To view unit rates, standing charges and Tariff Comparison Rates (TCR) for our tariffs, please enter the following information.

Tariff name:

Postcode:  Don't have a postcode

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### Tariffs currently on sale

#### Gas tariffs

Tariff Details	Monthly Direct Debit	Quarterly Direct Debit	Every 3 months	Pay as you go
<b><u>Pre Pay Fix October 2018</u></b>				
<b><u>PAYG Gas</u></b>				
TCR				4.49 p/kWh
Unit rate				3.36315p
Standing charge				38.5875p
Tariff Information Label (TIL)				<a href="#">View TIL</a>
<b><u>Standard PAYG</u></b>				
TCR				4.87 p/kWh
Unit rate				4.0278p
Standing charge				28.77p
Tariff Information Label (TIL)				<a href="#">View TIL</a>
<b><u>Fixed Energy Online August 2017 Gas DD</u></b>				
TCR	2.77 p/kWh	2.77 p/kWh		
Unit rate	2.184p	2.184p		
Standing charge	20.1915p	20.1915p		
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>		
<b><u>Protect and Fix April 2018 Gas DD</u></b>				
TCR	3.87 p/kWh	3.87 p/kWh		
Unit rate	3.1143p	3.1143p		
Standing charge	25.8405p	25.8405p		
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>		
<b><u>Feel Good Fix May 2018 Gas DD</u></b>				
TCR	4.17 p/kWh	4.17 p/kWh	4.59 p/kWh	
Unit rate	3.675p	3.675p	3.675p	
Standing charge	17.0835p	17.0835p	31.4685p	



Tariff Details	Monthly Direct Debit	Quarterly Direct Debit	Every 3 months	Pay as you go
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>	<a href="#">View TIL</a>	
<b><u>Standard SC DD</u></b>				
TCR	4.50 p/kWh	4.50 p/kWh	4.92 p/kWh	
Unit rate	4.08345p	4.08345p	4.08345p	
Standing charge	14.385p	14.385p	28.77p	
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>	<a href="#">View TIL</a>	

All charges include VAT.

**Electricity tariffs**

Tariff Details	Monthly Direct Debit	Quarterly Direct Debit	Every 3 months	Pay as you go
<b><u>Pre Pay Fix October 2018 PAYG Elec</u></b>				
TCR				16.74 p/kWh
Unit rate				13.6815p
Standing charge				26.0085p
Tariff Information Label (TIL)				<a href="#">View TIL</a>

<b><u>Standard PAYG</u></b>				
TCR				18.02 p/kWh
Unit rate				16.6635p
Standing charge				11.508p
Tariff Information Label (TIL)				<a href="#">View TIL</a>

<b><u>Fixed Energy Online August 2017 Elec DD</u></b>				
TCR	13.16 p/kWh	13.16 p/kWh		
Unit rate	10.92p	10.92p		
Standing charge	18.984p	18.984p		
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>		

<b><u>Feel Good Fix May 2018 Elec DD</u></b>				
TCR	13.34 p/kWh	13.34 p/kWh	14.70 p/kWh	
Unit rate	11.025p	11.025p	11.025p	
Standing charge	19.677p	19.677p	31.185p	
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>	<a href="#">View TIL</a>	

<b><u>Protect and Fix April 2018 Elec DD</u></b>				
TCR	14.54 p/kWh	14.54 p/kWh		
Unit rate	11.8545p	11.8545p		
Standing charge	22.7955p	22.7955p		
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>		

<b><u>Standard SC DD</u></b>				
TCR	16.66 p/kWh	16.66 p/kWh	18.02 p/kWh	
Unit rate	16.6635p	16.6635p	16.6635p	
Standing charge	0p	0p	11.508p	
Tariff Information Label (TIL)	<a href="#">View TIL</a>	<a href="#">View TIL</a>	<a href="#">View TIL</a>	

All charges include VAT.

**Economy 7 tariffs**

Tariff Details	Monthly Direct Debit	Quarterly Direct Debit	Every 3 months	Pay as you go
<b><u>Protect and Fix April 2018 Elec DD</u></b>				

Tariff Details	Monthly Direct Debit	Quarterly Direct Debit	Every 3 months	Pay as you go
<b>Standard SC DD</b>				
TCR	Not Applicable	Not Applicable		
Day unit rate	12.999p	12.999p		
Night unit rate	5.712p	5.712p		
Standing charge	35.742p	35.742p		
Tariff Information Label (TIL)	View TIL	View TIL		
<b>Standard SC DD</b>				
TCR	Not Applicable	Not Applicable	Not Applicable	
Day unit rate	19.551p	19.551p	19.551p	
Night unit rate	6.552p	6.552p	6.552p	
Standing charge	12.9465p	12.9465p	24.4545p	
Tariff Information Label (TIL)	View TIL	View TIL	View TIL	
<b>Feel Good Fix May 2018 Elec DD</b>				
TCR	Not Applicable	Not Applicable	Not Applicable	
Day unit rate	11.403p	11.403p	11.403p	
Night unit rate	7.0875p	7.0875p	7.0875p	
Standing charge	32.6235p	32.6235p	44.1315p	
Tariff Information Label (TIL)	View TIL	View TIL	View TIL	
<b>Fixed Energy Online August 2017 Elec DD</b>				
TCR	Not Applicable	Not Applicable		
Day unit rate	11.1615p	11.1615p		
Night unit rate	7.0875p	7.0875p		
Standing charge	31.9305p	31.9305p		
Tariff Information Label (TIL)	View TIL	View TIL		
<b>Standard SC DD</b>				
TCR	Not Applicable	Not Applicable	Not Applicable	
Day unit rate	19.572p	19.572p	19.572p	
Night unit rate	13.3455p	13.3455p	13.3455p	
Standing charge	12.9465p	12.9465p	24.4545p	
Tariff Information Label (TIL)	View TIL	View TIL	View TIL	
<b>Standard PAYG</b>				
TCR				Not Applicable
Day unit rate				19.551p
Night unit rate				6.552p
Standing charge				24.4545p
Tariff Information Label (TIL)				View TIL
<b>Pre Pay Fix October 2018 PAYG Elec</b>				
TCR				Not Applicable
Day unit rate				14.826p
Night unit rate				6.657p
Standing charge				38.955p
Tariff Information Label (TIL)				View TIL
<b>Standard PAYG</b>				
TCR				Not Applicable
Day unit rate				19.572p
Night unit rate				13.3455p
Standing charge				24.4545p
Tariff Information Label (TIL)				View TIL

All charges include VAT.

Alternatively, you can download a spreadsheet of prices. Current open & closed tariff prices (XLS, <1MB)

[BACK TO TOP](#)



## Standard (Variable) tariff unit rates in London

Electricity rates	
Daily Standing Charge	18.90p per day
Unit rate	14.96p per kWh
Tariff Comparison Rate	17.18p per kWh

Gas rates	
Daily Standing Charge	26.25p per day
Unit rate	4.158p per kWh
Tariff Comparison Rate	4.93p per kWh

[Live Chat](#)

Prices are based on a payment method of Cash/ Cheque (Quarterly). All rates are inclusive of VAT.

[Get a Standard \(Variable\) >](#)

[More about our Standard \(Variable\) tariff](#)

### Tariff Comparison Rate (TCR)

You can use the Tariff Comparison Rate (TCR) to compare the cost of your tariff and fuel type with the cost of other available tariffs across suppliers on a like-for-like basis. It is similar to the Annual Percentage Rate (APR) used in savings, credit and loan agreements. The TCR isn't an actual price. Instead it's based on typical consumption, which is 3,100kWh/year for electricity and 12,500kWh/year for gas. The amount you're charged will vary depending on how much energy you use.

### Why choose EDF Energy?



We only have UK based call centres



All our Blue electricity is backed by low-carbon generation



Online account management



14-day cooling off period

[Live Chat](#)

**Standard (Variable) tariff unit rates in London**

Electricity rates	
<b>Daily Standing Charge</b>	18.90p per day
<b>Unit rate</b>	13.93p per kWh
<b>Tariff Comparison Rate</b>	16.15p per kWh

Gas rates	
<b>Daily Standing Charge</b>	26.25p per day
<b>Unit rate</b>	3.857p per kWh
<b>Tariff Comparison Rate</b>	4.63p per kWh

Prices are based on a **Live Chat** of Direct Debit Whole A

(Quarterly). All rates are inclusive of VAT.

[Get a Standard \(Variable\) >](#)

[More about our Standard \(Variable\) tariff](#)

### Tariff Comparison Rate (TCR)

You can use the Tariff Comparison Rate (TCR) to compare the cost of your tariff and fuel type with the cost of other available tariffs across suppliers on a like-for-like basis. It is similar to the Annual Percentage Rate (APR) used in savings, credit and loan agreements. The TCR isn't an actual price. Instead it's based on typical consumption, which is 3,100kWh/year for electricity and 12,500kWh/year for gas. The amount you're charged will vary depending on how much energy you use.

### Why choose EDF Energy?

-  We only have UK based call centres
-  All our Blue electricity is backed by low-carbon generation
-  Online account management
-  14-day cooling off period

[Contact us](#)

[Live Chat](#)

**SIDE AGREEMENT TO THE ELECTRICITY SUPPLY AGREEMENT FOR THE  
SUPPLY OF ELECTRICITY UNDER A FLEXIBLE FRAMEWORK PROCESS**

**BETWEEN**

**(1) FLEXIBLE PROCUREMENT SUPPLIER (THE SUPPLIER)**

Npower Limited  
Windmill Hill Business Park  
Whitehill Way  
Swindon  
Wiltshire  
SN5 6PB

---

**(2) London Borough of Wandsworth (THE CUSTOMER)**

Energy Management  
4th Floor New Town Hall  
Wandsworth High Street  
SW18 2PU

---

**(3) The Kent County Council (KCC) (THE PURCHASER)**

Laser, Energy Buying Group  
Commercial Services  
Gibson Drive  
Kings Hill  
West Malling  
Kent  
ME19 4QG

**WHEREAS:**


- A. THE SUPPLIER has agreed to supply the CUSTOMER with Electricity in accordance with the terms and conditions set out in the Supply Agreement (being the agreement between the Supplier and the Purchaser for the flexible procurement and supply of Electricity such sites as the Customer shall list on the Site Schedule (defined below)(the "Sites")).
- B. THE CUSTOMER wishes THE SUPPLIER to send invoices for Charges being the Goods Price for the amount of electricity supplied plus VAT (as defined in this Side Agreement) to THE PURCHASER, who shall pay such invoices on behalf of THE CUSTOMER.
- C. THE SUPPLIER has agreed to send its invoices for Charges to THE PURCHASER on the terms of this Side Agreement, which is supplemental to the terms of the Supply Agreement for the Supply Period (being the period specified on the site schedule attached).

- D. THE SUPPLIER has agreed to accept all purchasing and account instruction from THE PURCHASER to buy Electricity at the Goods Price and to invoice the PURCHASER accordingly following the billing requirements set out in the Supply Agreement.

**IT IS AGREED** as follows:

1. This Side Agreement will be in force from the commencement of the Supply Period, as specified on the attached schedule(s), and shall terminate on 30 September 2016 (The Contract Period), and is governed by English Law.
2. Where a term is not defined within this Side Agreement but the first letter is capitalised, the definition to be used is the definition within the Electricity Flexible Purchasing Agreement.
3. From the date this Side Agreement is executed to the end of the Supply Period or earlier if terminated in accordance with the provisions below, the Customer is committed to purchasing Electricity in the volumes specified in the Site Schedule via the Purchaser, to be supplied by the Supplier in accordance with the Supply Agreement and using the procurement process selected in accordance with paragraph 4 below.
4. The Customer may specify to the Purchaser each year (a minimum of six months before the relevant Annual Supply Period (being the twelve-month period from the date indicated on the Site Schedule such date not to be more than twelve months earlier than the date on which the Supply Period ends)) their preference for the Electricity to be supplied to them to be procured under Option 1 or Option 2 ('baskets') set out below. If the Customer specifies no such preference then it will be deemed to have chosen a Purchase In Advance (PIA) option.
5. The options are:
  - (a) Option 1: price fixed in advance of period (PIA)
    - i. Under this option the specified amount of Electricity as required over the period specified in the Site Schedule (the "Electricity Requirement") of The Customer's Energy Requirements will be aggregated and purchased concurrently.
    - ii. All purchases will be completed prior to the commencement of the supply period.
  - (b) Option 2: price fixed both in advance of and within period (PWP)
    - i. Under this option The Customer's Energy Requirements will be aggregated and purchased concurrently.
    - ii. Purchases will be made both in advance of supply period and within the supply period. Purchases may not be completed until the penultimate day of the supply period (if a day ahead purchasing strategy is utilised), and therefore the final outturn price may not be known until after the end of the supply period.
    - iii. The Customer shall pay invoices to The Purchaser based on a 'Reference Price'.



- 
- iv. This reference price will be set either for two six monthly periods for the year of flexible procurement supply, or for a single twelve month period, at the discretion of The Purchaser. There will be a twice yearly reconciliation of charges on the approved schedule of sites during the term of the Supply Agreement. This reconciliation will take the form of Reference Price Paid less Supply Period Charges.
  6. The Customer may define which flexible option (either 5(a) or 5(b) they require by agreeing the specific site list(s)), ("Site List"), which will be attached to this Side Agreement ("Annex A").
  7. The Customer shall within 21 days of the date on which the Purchaser issues an invoice pay the Purchaser via cheque, BACS or direct debit. Failure to do so would result in interest being charged, after consultation, at 4% above base lending rate of National Westminster Bank PLC.
  8. The Purchaser's recovery, as specified in Annex A is to cover costs for the Service. This recovery is in p/kWh calculated from a combination of the site portfolio and the anticipated volumetric consumption. The recovery may be revised annually in line with the Retail Price Index (RPI) and any changes in volume consumption.
  9. The Customer gives The Purchaser delegated authority to purchase the required energy volume for its portfolio, as identified in the Site Schedule. This shall reflect the current form of Site Schedule as the Customer may provide to the Purchaser from time to time which may differ from the form of the Site Schedule attached to this Side Agreement when executed.
  10. For the avoidance of doubt, the Purchaser will on the Customer's behalf instruct the Supplier to supply the required Electricity on the same terms *mutatis mutandis* as set out in the Supply Agreement and the Customer will pay for such Electricity and otherwise such owe the same obligations *mutatis mutandis* to the Supplier as the Purchaser in respect of the receipt of Electricity under the Supply Agreement except as expressly stated in this Side Agreement.
  11. The Customer warrants that it, its subsidiaries and/or affiliates (if any) are the owners or occupiers of the premises identified on the Site Schedule (the "Premises"). In the event that any of the Premises cease to remain in the control or ownership of the Customer, they must notify the Purchaser in advance. Notification must be given in writing as soon as possible but not less than 28 days prior to the change of control or ownership. Failure to provide the minimum notice will leave the Customer liable for electricity consumed at the Premises until the Supplier can secure an agreement with the new owner / occupier or isolate supply, whichever is the sooner. The Customer will indemnify the Purchaser against any costs, expenses etc which may arise as a result of failure to give notice.
  12. Should the Customer lease/sell or in any way transfer the control of the Premises to any other body in the lifetime of this Side Agreement without the prior written consent of the Purchaser, then the Purchaser may by written notice terminate this Side Agreement with immediate effect and give notice thereof to the Supplier. Should the Customer require that any particular body

be able to take advantage of these contract provisions then the Customer undertakes full responsibility for any debt and/or other non performance of their obligations under this Side Agreement. For the avoidance of doubt, the Customer shall fully indemnify and underwrite fully the Purchaser against any and all debt on the account of the individual bodies identified on the Site Schedule.

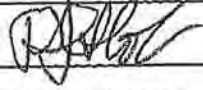
13. The Customer and the Purchaser may enter into a separate agreement (the SLA), incorporating The Customer's standard terms of business. Should there be any conflict between this Side Agreement and the SLA, the terms of the SLA shall take precedence.
14. The Customer hereby warrants that in entering into this Side Agreement it is not in breach of any contract it has with a third party for the supply of electricity. The Customer will indemnify the Purchaser against any costs, expenses etc which may arise as a result of a breach of this warranty.

#### 15. TERMINATION

- 15.1 In the event that the Customer is entitled to terminate the Supply Agreement The Customer may:
  - a. terminate this Side Agreement immediately and appoint an alternative supplier of electricity to the Customer;
  - or
  - b. instruct the Purchaser to appoint an alternative supplier by issuing a competitive tender.
- 15.2 The Customer may terminate this Side Agreement with the Purchaser and/or the supplier if either are in material breach of any of their obligations, and, if the breach is capable of remedy, have failed to take substantial steps to remedy such breach within 21 days of receipt of the written notice from the customer referring to the said breach.
16. This Side Agreement is entered into pursuant to the Electricity Flexible Purchasing Agreement with the following amendments.
  - a. The Electricity Flexible Purchasing Agreement makes reference to the 'I&C Premises with Metered Electricity Supplies, conditions of supply (November 2011)'.
  - b. The Electricity Flexible Purchasing Agreement makes reference to the 'Conditions of Supply, Unmetered Electricity Supplies (November 2011)'.
  - c. The Supplier will consult with the Purchaser, on a continual basis, to confirm and update the Meter Operator and Data Aggregator/Data Collector details applicable to this contract.
17. This Side Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.


**THE CUSTOMER**

**SIGNED** by:  
the authorised signatory  
for and on behalf of  
The Customer  
Authority:

R HOLT (print name)  
 (signature)  
WANDSWORTH COUNCIL (Authority)  
5-4-12 (date)

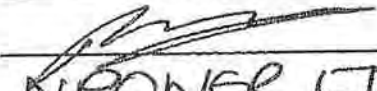
**THE PURCHASER**

**SIGNED** by:  
the authorised signatory  
for and on behalf of  
The Kent County  
Council

NATALIE TUGWELL (print name)  
 (signature)  
 (KCC)  
01/06/2012 (date)

**THE SUPPLIER**

**SIGNED** by:  
the authorised signatory  
for and on behalf of  
The Supplier  
Supplier:

PAUL WEBB (print name)  
 (signature)  
NPOWER LTD. (Supplier Name)  
28.05.2012 (date)



**SIDE AGREEMENT TO THE GAS SUPPLY AGREEMENT FOR THE SUPPLY OF  
GAS UNDER A FLEXIBLE PROCUREMENT PROCESS**

**BETWEEN**

(1) Total Gas & Power Limited (THE SUPPLIER)  
13<sup>th</sup> Floor  
10 Upper Bank Street  
Canary Wharf  
London

E14 5BF

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(2) London Borough of Wandsworth (THE CUSTOMER)  
Design Service  
Town Hall  
Wandsworth High Street  
London  
SW18 2PU

---

(3) Kent County Council (KCC) (THE PURCHASER)  
Commercial Services  
LASER, Energy Buying Group  
Gibson Drive  
Kings Hill  
West Malling  
Kent  
ME19 4QG

**WHEREAS:**

- A. THE SUPPLIER has agreed to supply the CUSTOMER with natural gas through pipes ("Gas") in accordance with the terms and conditions set out in the Supply Agreement (being the agreement between the Supplier and the Purchaser for the flexible procurement and supply of natural gas (firm and interruptible for the Supply Period (defined below)) to such sites as the Customer shall list on the Site List (defined below)(the "Sites") .
- B. THE CUSTOMER wishes THE SUPPLIER to send invoices for Charges (being the Goods Price for the amount of Gas supplied plus VAT and Climate Change Levy where applicable) to THE PURCHASER, which shall pay such invoices on behalf of THE CUSTOMER.
- C. THE SUPPLIER has agreed to send its invoices for Charges to THE PURCHASER on the terms of this Side Agreement, which is supplemental to the terms of the Supply Agreement for the Supply Period (being the period from 1 October 2012 to 30 September 2016).
- D. THE SUPPLIER has agreed to accept all purchasing and account instruction from THE PURCHASER to buy Gas at the Goods Price and to invoice the PURCHASER accordingly following the billing requirements set out in the Supply Agreement.

IT IS AGREED as follows:

1. This Side Agreement will be in force from the date of execution and shall terminate on 30 September 2016 unless terminated earlier in accordance with the terms below, and is governed by English Law.
2. Where a term is not defined within this Side Agreement but the first letter is capitalised, the definition to be used is the definition within the Supply Agreement.
3. From the date this Side Agreement is executed to the end of the Supply Period or earlier if terminated in accordance with the provisions below, the Customer is committed to purchasing Gas in the volumes specified in the Site List from the Purchaser, to be supplied by the Supplier in accordance with the Supply Agreement and using the procurement process selected in accordance with paragraph 4 below.
4. The Customer may specify to the Purchaser each year (a minimum of six months before the relevant Annual Supply Period (being the twelve-month period from the date indicated on the Site List such date not to be more than twelve months earlier than the date on which the Supply Period ends)) their preference for the Gas to be supplied to them to be procured under Option 1 or Option 2 ('baskets') set out below. If the Customer specifies no such preference then it will be deemed to have chosen a Purchase In Advance (PIA) option.

The options are:

(a) Option 1: price fixed in advance of period (PIA)

- (i) Under this option the specified amount of Gas required over the period specified in the Site List (the "Gas Requirement") of all members of the LASER Energy Buying Group (each a "Member") will be aggregated and purchased concurrently.
- (ii) All purchases will be completed prior to the commencement of the Annual Supply Period.

(b) Option 2: price fixed both in advance of and within period (PWP)

- (i) Under this option Members' Gas Requirements will be aggregated and purchased concurrently.
- (ii) Purchases will be made both in advance of the supply period concerned and within that supply period. Purchases may not be completed until the penultimate day of the supply period concerned (if a day ahead purchasing strategy is utilised), and therefore the Gas Price for the relevant gas may not be known until after the end of that supply period.

- (iii) The Customer shall pay invoices to the Purchaser based on a 'Reference Price', which the Purchaser will set prior to the commencement of each supply period. This Reference Price will be set for one or two six-month periods, or for a single twelve-month period, at the discretion of the Purchaser.
  - (iv) There will be a twice-yearly reconciliation of (i) the Goods Price due in respect of Gas supplied during the supply period concerned to such sites as the Customer specifies on the Site List (defined below) and (ii) the Reference Price paid in respect of such sites. The dates of the reconciliation are to be agreed by the Purchaser and the Supplier, both acting reasonably.
5. The Customer may define which flexible option (either 4(a) or 4(b)) they require for each site by completing the specific site list(s) ("Site List"), which will be attached to this Side Agreement ("Annex 1").
  6. The Customer shall within 21 days of the date on which the Purchaser issues an invoice pay the Purchaser via cheque, BACS or direct debit. Failure to do so will result in the Customer being charged interest at 4% above base lending rate of the Bank of England on the amount invoiced and unpaid.
  7. The amounts invoiced by the Purchaser are to cover costs for the supply of Gas and related services provided under this Side Agreement. This amount invoiced is in p/kWh calculated from a combination of the Site List and the anticipated volumetric consumption. The recovery may be revised annually in line with the Retail Price Index (RPI) and any changes in volume consumption.
  8. The Customer gives the Purchaser delegated authority to purchase the required Gas volume for its portfolio, as identified in the Site List. This shall reflect the current form of site list as the Customer may provide to the Purchaser from time to time which may differ from the form of the Site List attached to this Side Agreement when executed.
  9. For the avoidance of doubt, the Purchaser will on the Customer's behalf instruct the Supplier to supply the required Gas on the same terms *mutatis mutandis* as set out in the Supply Agreement and the Customer will pay for such Gas and otherwise such owe the same obligations *mutatis mutandis* to the Supplier as the Purchaser in respect of the receipt of Gas under the Supply Agreement except as expressly stated in this Side Agreement.
  10. The Customer warrants that it, its subsidiaries and/or affiliates (if any) are the owners or occupiers of the premises identified on the Site List (the "Premises"). In the event that any of the Premises cease to remain in the control or ownership of the Customer, they must notify the Purchaser in advance. Notification must be given in writing as soon as possible but not less than 28 days prior to the change of control or ownership. Failure to provide the minimum notice will leave the Customer liable for gas consumed at the Premises until the Supplier can secure an agreement with the new owner / occupier or isolate supply, whichever is the sooner. The Customer will indemnify the Purchaser against any costs, expenses etc which may arise as a result of failure to give notice.

11. Should the Customer lease/sell or in any way transfer the control of the Premises to any other body in the lifetime of this Side Agreement without the prior written consent of the Purchaser, then the Purchaser may by written notice terminate this Side Agreement with immediate effect and give notice thereof to the Supplier. Should the Customer require that any particular body be able to take advantage of these contract provisions then the Customer undertakes full responsibility for any debt and/or other non performance of their obligations under this Side Agreement. For the avoidance of doubt, the Customer shall fully indemnify and underwrite fully the Purchaser against any and all debt on the account of the individual bodies identified on the Site List.
12. The Customer and the Purchaser may enter into a separate agreement (an SLA being substantially in the form shown in Appendix E of the ITT, incorporating the Purchaser's standard terms of business (the "SLA")). Should there be any conflict between this Side Agreement and the SLA, the terms of this Side Agreement shall take precedence.
13. The Customer hereby warrants that in entering into this Side Agreement it is not in breach of any contract it has with a third party for the supply of gas. The Customer will indemnify the Purchaser against any costs, expenses etc which may arise as a result of a breach of this warranty.
14. The Customer shall notify the Purchaser:
- (i) on signing this Side Agreement, whether or not the point(s) on the main national pipeline system operated by National Grid Gas plc ("Transco") through which gas is conveyed has been designated by Transco or any other relevant gas transporter (the "Supply Point") at the Premises are one(s) in respect of which **priority of supply** shall be given and the criteria that justify it being so designated; and
  - (ii) as soon as the Customer ceases to satisfy any of the criteria justifying priority of supply, that the Customer has ceased to satisfy such criteria.
15. Where Premises includes a Supply Point which comprises more than one Supply Meter Point, the Customer shall advise the Supplier in advance of either of the following events (such events being likely to affect the entitlement of the relevant Supply Meter Points to be comprised in a single Supply Point):
- (i) any division of ownership of the Premises;
  - (ii) any splitting of the functions at the Premises such that the Premises might no longer be considered to serve each other in a necessary or reasonably useful way.

## 16. TERMINATION

16.1 In the event that the Customer is entitled to terminate the Supply Agreement, the Customer may:

- a. terminate this Side Agreement immediately and appoint an alternative supplier of gas to the Customer; or
- b. instruct KCC to appoint an alternative supplier by issuing a competitive tender.

16.2 The Customer may terminate this Side Agreement with the Purchaser and the Supplier if either party are in material breach of any of their obligations, and, if the breach is capable of remedy, have failed to take substantial steps to remedy such breach within 21 days of receipt of the written notice from the customer referring to the said breach.

17. This Side Agreement is entered into pursuant to the Supply Agreement, details of which are available electronically on request from Laser.

18. This Side Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

**THE CUSTOMER**

**SIGNED** by:  
the authorised signatory  
for and on behalf of  
The Customer  
Authority:

R. HOLT (print name)

[Signature] (signature)

WANDSWORTH COUNCIL (Authority)

Date:

5-4-12 (date)

**THE PURCHASER**

**SIGNED** by:  
the authorised signatory  
for and on behalf of  
Kent County  
Council

K. REID (print name)

[Signature] (signature)

\_\_\_\_\_ (KCC)

Date:

1-6-12 (date)

**THE SUPPLIER**

**SIGNED** by:  
the authorised signatory  
for and on behalf of  
The Supplier  
Supplier:

ANDREW WHITE (print name)

[Signature] (signature)

TOTAL GAS+POWER LTD (Supplier Name)

Date:

1ST JUNE 2012 (date)



**AGREEMENT FOR A SUPPLY OF FLEXIBLY PROCURED ELECTRICITY TO SELECTED  
NON HALF HOURLY, METERED SITES AND CERTIFICATED UNMETERED SUPPLIES  
UNDER FRAMEWORK AGREEMENT Y12115**

**SITES: Procurement Only Service Option (POSO)**

**DATED:**

**BETWEEN**

EDF Energy Customers plc (Supplier)  
Gadeon House  
Grenadier Road  
Exeter Business Park  
Exeter  
EX1 3UT

**AND**

- (2) Kent County Council (Contracting Authority)  
Commercial Services  
1 Abbey Wood Road  
Kings Hill, West Malling  
Kent ME19 4YT

**AND**

- (3) LONDON BOROUGH OF WANDSWORTH (The Participating Authority)  
Energy Management  
4th Floor New Town Hall  
Wandsworth High Street  
SW18 2PU


**FOR SUPPLY OF ELECTRICITY TO SITES ADMINISTERED BY THE PARTICIPATING  
AUTHORITY:**

EDF Energy agrees to provide a Supply to the Participating Authority on the conditions set out in Supplier Terms and Conditions (the "Conditions") a copy of which has been supplied to the Contracting Authority and the Participating Authority and which the Contracting Authority and the Participating Authority hereby confirm to have read and fully understood. For the avoidance of doubt, the Supplier Terms and Conditions comprise of the following documents:

1. Supplier Consultancy Agreement;
2. Standard Terms and Conditions;
3. Standard UMS Terms and Conditions;
4. UMS Customer Specials;
5. NHH Customer Specials;
6. HH Customer Specials; and
7. Interim Supply Contract.

Subject to the Conditions the Agreement shall remain in full force and effect from the Earliest Supply Start Date until terminated by either party giving to the other party not less than one month's notice to expire not earlier than the Earliest Termination Date set out in the Agreement.

It is agreed by the Parties that for the purposes of the Agreement the Conditions shall be amended in accordance with the provisions set out in Appendix 1.

SIGNED by: R HOLT (Print name)  
the authorised signatory  
for and on behalf of the Participating Authority   
(Signature)

SIGNED by: \_\_\_\_\_ (Print name)  
the authorised signatory  
for and on behalf of Contracting Authority \_\_\_\_\_  
(Signature)

SIGNED by: \_\_\_\_\_ (Print name)  
the authorised signatory for and on behalf of EDF Energy Customer s plc  
\_\_\_\_\_  
(Signature)

(POSO)

For the purposes of the Agreement the Conditions shall be amended as follows. These amendments shall form part of the Agreement. Except as otherwise provided in this Appendix the Conditions shall remain in full force and effect:- For the purpose of interpreting the Conditions, references to "you" shall be references to the Participating Authority

1. The following sub clauses shall be inserted in Supplier Terms and Conditions (Charges).
  - 1.1 For the purposes of this Clause Supplier A shall be instructed to send all invoices to the Participating Authority and or individual sites. The Participating Authority will provide the Supplier with an Annexe A detailing the specific billing addresses, budget holders and budgetary details.
  - 1.2 The Participating Authority agrees to pay correctly invoiced sums within 21 days of date of invoice.
  - 1.3 The unit prices are resulting from the flexible procurement process plus pass through charges. The price includes a sum relating to Laser recovery.
2. Clause (Definitions) "Payment Period" shall be amended to 21 days from invoice date by BACS or as instructed by the Participating Authority.