



THIS **FIRM FREQUENCY RESPONSE AGREEMENT** is made on the [ ] day of [ ] 2005

**BETWEEN**

- (1) **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** a company registered in England with number 2366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("**NGET**", which expression shall include its successors and/or permitted assigns); and
- (2) [ ] a company registered in [ ] with number [ ] whose registered office is at [ ] ("**Provider**", which expression shall include its successors and/or permitted assigns).

**WHEREAS**

- (A) This **Firm Frequency Response Agreement** is entered into in respect of one or more **FFR Unit(s)** each comprising one or more **Site(s)**, in anticipation of the submission by the **Provider** of **FFR Tenders** in respect of such **FFR Unit(s)** in accordance with the **Tender Rules and Standard Contract Terms**.
- (B) Accordingly, the applicable provisions of this **Firm Frequency Response Agreement** shall apply with respect to each **FFR Tender** submitted by the **Provider**, and with respect to each relevant **FFR Unit** shall form part of each and any **FFR Contract** formed in relation thereto.
- (C) None of the **FFR Units** are established and registered as a **BM Unit** or a collection or **BM Units** in accordance with the **Balancing and Settlement Code** in respect of which the **Provider** is the **Lead Party**

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

Unless the subject matter or context otherwise requires or is inconsistent therewith, and unless defined herein, terms and expressions defined in Section 6 of the **Tender Rules and Standard Contract Terms** have the same meanings, interpretations or constructions in this **Firm Frequency Response Agreement**. Unless the subject matter or context otherwise requires or is inconsistent therewith, in this **Firm Frequency Response Agreement** the terms set out in Appendix 1 shall have the meanings set out respectively therein.

**2. TENDER RULES AND STANDARD CONTRACT TERMS**

- 2.1 Subject to Sub-Clause 2.2, the **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Tender Rules and Standard**

**Contract Terms** with respect to the submission of **FFR Tenders** and any **FFR Contract** formed pursuant thereto.

2.2 The **Tender Rules and Standard Contract Terms** shall be read and construed subject to the special conditions (if any) set out in Appendix 2.

2.3 The **Provider** agrees that the relevant provisions as to determination of the payments to be made between **NGET** and the **Provider** in consequence of events of default set out in Section 4 of the **Tender Rules and Standard Contract Terms** are reasonable in light of the anticipated harm and the difficulty of estimating or calculating actual damages. The **Provider** accordingly waives the right to contest those provisions as an unreasonable penalty or otherwise.

### 3. COMMENCEMENT AND TERM

3.1 This **Firm Frequency Response Agreement** shall come into force on the date hereof and shall continue in force and effect until terminated by either **Party** by not less than two months notice in writing to the other (but not so as to expire during the subsistence of any **FFR Contract** in respect of any **FFR Unit**) or until earlier termination in accordance with the **Tender Rules and Standard Contract Terms**.

3.2 In accordance with the **Tender Rules and Standard Contract Terms**, this **Firm Frequency Response Agreement** may terminate in respect of one or more only of the **FFR Unit(s)**, and such termination shall be without prejudice to the continuing effect of the **Firm Frequency Response Agreement** in relation to such other **FFR Unit(s)**.

### 4. PROVISION OF FIRM FREQUENCY RESPONSE

Without limiting the generality of Sub-Clause 2.1, upon the formation of each **FFR Contract** pursuant to and in accordance with the **Tender Rules and Standard Contract Terms**, the **Provider** hereby agrees to provide **Firm Frequency Response** to **NGET** from the relevant **FFR Unit(s)** upon and subject to the applicable terms and conditions set out in the **Tender Rules and Standard Contract Terms** and by reference to Clause 5.

### 5. PRE-SET LEVELS AND ASSOCIATED RESPONSE DATA

For the purposes of each and every **FFR Tender** in respect of any **FFR Unit**, the **Parties** hereby agree that the **Pre-Set Levels**, **Automatic Response Energy Deliverable** and **Maximum Automatic Response Energy Available** shall be as set out in Appendix 4.

### 6 SUBSTITUTE FFR UNITS

For the purposes of the **Tender Rules and Standard Contract Terms**, the **Parties** hereby agree that the **Site(s)** (if any) shown respectively against



**10. COUNTERPARTS**

This **Firm Frequency Response Agreement** may be signed in any number of counterparts and by the **Parties** on separate counterparts, each of which when signed shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this Clause 10, the delivery of a facsimile copy of a signed counterpart of this **Firm Frequency Response Agreement** shall be deemed to be a valid signature thereof provided that the **Party** so delivering a facsimile hereby undertakes to deliver an original copy of this **Firm Frequency Response Agreement** forthwith following such facsimile transmission.

**IN WITNESS WHEREOF** the hands of the duly authorised representatives of the parties hereto at the date first above written

SIGNED BY )  
**[name]** )  
for and on behalf of )  
**NATIONAL GRID ELECTRICITY TRANSMISSION PLC** )

SIGNED BY )  
**[name]** )  
for and on behalf of )  
**[Provider]** )

## APPENDIX 1 – FURTHER DEFINITIONS

<b>“Commencement Date”</b>	the date being the <b>Service Day</b> from which this <b>Firm Frequency Response Agreement</b> shall apply as specified in Clause 3;
<b>“Tender Rules and Standard Contract Terms”</b>	the document entitled “Firm Frequency Response Tender Rules and Standard Contract Terms” published by <b>NGET</b> and as revised from time to time in accordance with its terms.

## **APPENDIX 2 – SPECIAL CONDITIONS**

**APPENDIX 3 – FFR UNIT(S)**

**APPENDIX 4 – PRE-SET LEVELS AND AGREED DELIVERY TIMESCALES**  
**FFR Unit:**

<b><u>Pre-Set Level(s) (Hz)</u></b>	<b><u>Automatic Response Energy Deliverable (MW)</u></b>		<b><u>Part Load Point (if applicable) (MW)</u></b>	<b><u>Maximum Available Output (if applicable) (MW)*</u></b>	<b><u>Maximum Available Demand (if applicable) (MW)**</u></b>
	<b><u>Automatic Response delivered by 10 seconds</u></b>	<b><u>Automatic Response delivered by 30 seconds</u></b>			

\* For Low Frequency Generation increase

\*\* For High Frequency Demand increase

**APPENDIX 5 - SUBSTITUTE FFR UNITS**

<b>FFR Unit</b>	<b>Suitable Substitute FFR Unit</b>

**APPENDIX 6 - PROVIDER'S AGENT**