

THIS AGREEMENT is made the 21st day of November

One thousand nine hundred and fifty-five BETWEEN THE SOUTH WESTERN
ELECTRICITY BOARD whose principal office is situate at Electricity House Colston
Avenue in the City and County of Bristol (hereinafter called "the Board") by
ALBERT GEORGE PARSONS their duly authorised agent of the one part and THE LORD
MAYOR ALDERMEN AND BURGESSES OF THE CITY OF BRISTOL (hereinafter called "the
Corporation") by ALEXANDER PICKARD their Town Clerk and duly authorised agent of
the other part

WHEREAS the Corporation have requested the Board to make available
a supply of electricity to the electro-thermal storage plant of the Corporation at
the premises known as the Council House College Green Bristol aforesaid
(hereinafter called the "said premises") which the Board have agreed to do according
to the description pressure and quantity and during such hours only as are more
particularly set out in this Agreement

NOW IT IS HEREBY AGREED as follows:-

Definitions

1. FOR the purposes of this Agreement :-

"the supply" means the supply of electricity to be made available by the
Board hereunder

"the agreed date" means the First day of April One thousand nine hundred
and fifty-five

"the Regulations" means the Regulations relating to efficiency of supply
and safety which may for the time being be in force by virtue of the provisions
of Section 60 of the Electricity Act 1947

"the Board's system" means the Board's electrical system on the Board's
side of the point of delivery of the supply

"the Corporation's installation" means the Corporation's electrical
installation from time to time installed at the said premises

"unit" means a Board of Trade unit

"Meter Reading" means a meter reading under the provision of Clause 12
hereof

"year of supply" means in the case of the first year of supply the period
from the agreed date to the meter reading nearest to the Thirtieth day of
September One thousand nine hundred and fifty-five and in subsequent years of
supply the period commencing on the date of the meter reading nearest to the
Thirtieth day of September in each year and ending on the date of the meter
reading nearest to the following Thirtieth day of September

"month" means a calendar month

"Accurate" means when applied to a meter that its errors are within the
British Standards Institution Allowance for the time being in force

Period of Agreement

2. THIS Agreement shall take effect on the First day of April One thousand nine hundred and fifty-five and shall continue in force until the Thirtieth day of September One thousand nine hundred and fifty-six and thereafter from year to year unless or until determined by either of the parties hereto giving to the other of them not less than six months notice in writing to determine the Agreement at any time

Supply of Electricity

3. SUBJECT as hereinafter provided the Board shall on each day on and after the agreed date make available at hours other than the hours of restriction set out in the First Schedule hereto at the point of delivery of the supply the whole of the electricity required by the Corporation for their electro-thermal storage plant (hereinafter called "the said supply") at the said premises and in consideration thereof the Corporation agree with the Board that they will not take the said supply except during the hours aforesaid

Type and Pressure of Supply

4. THE supply shall consist of three phase three wire high voltage current with (subject to the variations permitted by the Regulations) a normal frequency of fifty cycles per second at a pressure of six thousand six hundred volts or otherwise as may be agreed in writing between the parties hereto

Point of delivery and metering

5. THE point of delivery and metering of the supply shall be at the high voltage terminals of the Corporation in the Substation hereinafter referred to

Substation

6. (1) The Corporation shall at their own cost provide and maintain in good and substantial repair and condition on a site on the said premises to be agreed upon between the parties hereto suitable accommodation for the Board's transforming apparatus their switchgear and other apparatus necessary from time to time for the purposes of the supply (hereinafter called "the Substation") The Substation shall be used by the Board for the purposes of an electrical transforming and switching Substation and the Board their officers servants and workmen shall be allowed free access at all times to the Substation for the said purposes The Corporation consent to the Board installing and maintaining under or across land owned or occupied by the Corporation the cable or cables from time to time required by the Board for the purpose of the supply and connecting the Board's apparatus in the Substation to the remainder of the Board's system and shall at all times take all reasonable precautions to protect the said cable or cables and the Board's apparatus from damage and shall comply with all such reasonable requirements as may be made by the Board for that purpose

(2) The Corporation consent to the Board their officers servants and agents entering on the said premises and any other land owned or occupied by the Corporation for the purposes of the Board's user of the Substation and of inspecting removing repairing renewing replacing maintaining or installing any part of the said cables or any renewals or replacements thereof and the Board's apparatus and of inspecting

the Corporation's installation and the connection thereof to the Board's system
The Corporation shall at their own expense provide and at all times maintain and
keep in repair suitable means of access from the public highway to the Substation for
the purposes of such entry

Limitation
of Demand

7. THE Corporation shall not at any time make a demand upon the Board's system
exceeding three thousand five hundred (3,500) kilovolt amperes

Connection of
Corporation's
Installation

8. THE Corporation shall connect the Corporation's installation to the Board's
system by means of suitable automatic switchgear to the approval of the Board and
shall at all times keep such switchgear set or adjusted to the reasonable
satisfaction of the Board and in such manner as shall afford due protection to the
Board's system

Insulation

9. ALL parts of the Corporation's installation shall comply with the Regulations
so far as they are applicable thereto and the Corporation shall maintain the
Corporation's installation efficiently insulated from earth to the reasonable
satisfaction of the Board. If the Corporation shall discover or have pointed out
to them any defect of insulation in any part of the Corporation's installation they
shall forthwith disconnect such part from the Board's system and keep the same
disconnected until such defect shall have been remedied to the reasonable satisfaction
of the Board

Payments

10. (1) The Corporation shall in respect of the supplies made to the Board
payments in accordance with the Unit Charges set out in the Second Schedule
hereto

(2) The said payments shall be made in manner following that is to say:-

As soon as practicable after the end of each month the Board shall deliver
to the Corporation an account for the unit charge in respect of the units
consumed during such month

(3) The Corporation shall pay each account within twenty-one days of the
delivery thereof

(4) If the Corporation shall bona fide dispute any item or items in any
account they shall within fourteen days of the delivery thereof notify the
Board in writing of the item or items disputed and the grounds of the dispute
The Corporation shall pay the undisputed items of the account within the said
twenty-one days and the amount found to be payable in respect of the disputed
item or items within seven days of the settlement of the dispute

Metering

11. THE units consumed in each year of supply shall be ascertained from the
readings of three current transformer and potential transformer operated meters
comprising main meter main check meter and subsidiary supply meter and installed
at the substation. The meters shall be provided and maintained by the Board and
shall remain their property. If within the time permitted hereunder for disputing

an account either of the parties hereto shall bona fide dispute the accuracy of a meter it shall be tested in situ by the Board by means of another meter which has previously been calibrated against a primary standard in a laboratory. If after such test either of the parties hereto shall still bona fide dispute the accuracy of the meter it shall be removed and tested and if necessary shall be recalibrated by one of the meter examiners appointed by the Minister of Fuel and Power or if he is unable or unwilling to act then by the National Physical Laboratory. If such body or person shall find that the meter is accurate the party disputing the accuracy thereof shall pay the cost of and incidental to the testing. If such body or person shall find that the meter is not accurate the cost of and incidental to the testing and recalibration (if any) shall be borne by the Board and such inaccuracy shall be deemed to have existed since the previous occasion of testing the meter or the beginning of the month in respect of which the said account was delivered whichever date shall be the later and the said account shall be adjusted accordingly. If the meter so removed is the main or main check meter the units consumed during such time of removal shall be ascertained from the readings of the second main meter. If the meter so removed is the subsidiary supply meter the units consumed during such time of removal shall be ascertained from readings of a subsidiary supply meter to be installed by the Board.

Meter
Readings

12. ~~THE~~ meters shall for the purpose of ascertaining the number of units consumed be read as near as practicable to the last day of each calendar month and the readings of the main and main check meters shall be summed and divided by two and the readings of the subsidiary supply meter shall be added to the resultant units obtained.

Discontinuance
of the supply
and
determination
of the
Agreement

13. (1) The Board shall (without prejudice to any right of action or other remedy open to the Board) be entitled to discontinue the supply and/or to determine this Agreement on the happening of any of the following:-
- (a) The neglect or refusal by the Corporation to pay any amount hereunder within the time or times permitted.
 - (b) Any other breach or non observance of this Agreement by the Corporation.
 - (c) Any act neglect or default of the Corporation affecting the safety or efficiency of the Board's system.
- (2) On the determination of this Agreement in manner aforesaid the Board shall be entitled to enter on the said premises and any other land owned or occupied by the Corporation whereon any cable or cables referred to in this Agreement is or are for the time being laid down or installed and to remove any part of or all of the Board's apparatus in the Substation and/or of the said cables the Board forthwith making good any damage occasioned thereby to the reasonable satisfaction of the Corporation.
- (3) The Board shall also be entitled to discontinue the supply on any of the

grounds specified in the provisions of the Regulations relating to the discontinuance of supplies of electricity

Failure of supply

14. THE Board shall not be liable for any failure of or defect in the supply or other breach of this Agreement directly or indirectly caused by the affecting of alterations additions or repairs to the Board's system or by anything beyond the control of the Board including (but without prejudice to the generality of the last mentioned words) 'accident breakdown of plant fires floods force majeure war or damage by the Queen's enemies or the Queen's Forces the operations or Orders of any Government Department any County Council or Local Authority or the Central Electricity Authority riot rebellion civil commotion interference by labour or strikes lockouts or other industrial disputes whether in the Board or elsewhere affecting their business The Board's obligations under this Agreement shall be resumed as soon as practicable after the removal of the cause of such failure defect or other breach of this Agreement

Revision of price

15. THE charges set out in the Second Schedule hereto may be revised by the Board from time to time and in the event of the said charges being increased or reduced the Board shall forthwith give notice thereof in writing to the Corporation or in a newspaper circulating in the district wherein the said premises are situated and thereafter the Corporation shall pay such increased or reduced charges as if they had been specified in this Agreement

Arbitration

16. IF any dispute shall arise between the parties hereto as to the meaning of or otherwise in connection with any matter arising out of this Agreement it shall be referred to a single arbitrator to be agreed upon between the parties hereto or failing such agreement to be nominated by the President for the time being of the Institution of Electrical Engineers The provision of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force shall apply to such reference

Agreement not assignable without consent

17. THE Corporation shall not assign or part with the whole or any part of the benefit of this Agreement without the consent in writing of the Board previously obtained Such consent shall not be unreasonably withheld but the Board shall be entitled as a condition thereof to require the proposed assignees to enter into an Agreement with the Board directly binding them to the terms hereof with such modifications (if any) as may be agreed upon or properly required by the Board

Reservation of Board's Acts, etc.

18. SAVE as hereby expressly to the contrary provided the Board reserve to themselves all powers rights authorities privileges and exemptions conferred upon them by or under the Acts of Parliament (whether public and general or local or personal) Orders and Regulations for the time being governing or regulating the distribution or supply of electricity by the Board

Notices

19. ANY notice to be given to the Board shall be deemed to be sufficiently served if delivered or addressed by prepaid registered letter post to the Secretary for the

time being of the Board at the principal office for the time being of the Board and any notice to be given to the Corporation shall be deemed to be sufficiently served if delivered or addressed by prepaid registered letter post to the Town Clerk for the time being of the Corporation Any such notice addressed by prepaid registered letter post shall be deemed to have been received on the day and at the time at which such notice would be delivered in the ordinary course of post

Costs and Stamp Duty

20. EACH of the parties hereto shall bear their own cost of the preparation and completion of this Agreement and a duplicate or Counterpart thereof and one half of the Stamp Duties payable thereon and either party who shall have paid such Stamp Duties shall be entitled to recover one half thereof from the other party

Marginal Notes

21. THE marginal notes of this Agreement shall not form part hereof nor affect the construction hereof

AS WITNESSES the hands of the said ALBERT GEORGE PARSONS and the said ALEXANDER PECKARD the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

Hours of Restriction

THE restricted hours during which the supply will NOT be available are between the hours of seven ante meridian and ten post meridian inclusive each day throughout the week

THE SECOND SCHEDULE hereinbefore referred to

The Unit Charge

1. (a) The Corporation shall pay for all electricity supplied under this Agreement at nought decimal five five pence (0.55d) per unit

(b) The above unit charge shall be subject to variation for cost of fuel as follows:-

When the supply is metered at a declared pressure exceeding six hundred and fifty (650) volts the unit charge for units supplied in each month shall be subject to an addition or reduction at the rate of decimal nought nought nought six five pence (.00065d) per unit supplied in that month for each penny or part of a penny by which the fuel cost per ton used for the purpose of and shown on the invoice for the supply of electricity in bulk from the Central Electricity Authority to the Board in the previous month is more or less than sixty shillings (60/-)

WITNESS to the signature of the
said
in the presence of:-