

**ANNEXE C3. AGREEMENT OF PARTICIPATION, WITH BRP STATUS, IN THE TERMS AND CONDITIONS RELATING TO THE BALANCE RESPONSIBLE PARTY SYSTEM**

**No. BRP\_YYMM\_XXXX**

BETWEEN:

Border Force, a department of the Home Office with its head office located at 2 Marsham Street, London SW1P 4DF, represented by Mr Michael Richardson, Deputy Director (SCS1), duly authorised for this purpose,

Hereinafter referred to as the "**BRP**",

**OF THE FIRST PART,**

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense Cedex, represented by **[Ms/Mr] [full name]**, Director of the Department, duly authorised for this purpose,

hereinafter referred to as "**RTE**"

**OF THE SECOND PART,**

Or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

The following has been decided and agreed upon:

## 1. Purpose

By signing this Participation Agreement, Border Force declares that it acquires the status of BRP.

The Parties declare that they are fully aware of the following:

- Articles 1 to 5 of Section 1 of the Terms and Conditions;
- Chapters A, B, and C of Section 2 of the Terms and Conditions;
- IS access Terms and Conditions.

These Terms and Conditions may be freely consulted on RTE's website: [www.rte-france.com](http://www.rte-france.com)

They declare that they accept the aforementioned texts and shall comply with these Provisions.

## 2. Provision of bank Guarantee

The BRP provides RTE with a Bank Guarantee in accordance with the provisions of Article **Error! Reference source not found.** of Section 2 of the Terms and Conditions.

## 3. Contractual documents binding the Parties

The contractual documents binding the Parties are as follows:

- the present Participation Agreement;
- Articles 1 to 5 of Section 1 of the Terms and Conditions;
- Chapters A, B, and C of Section 2 of the Terms and Conditions;
- IS access Terms and Conditions.

These documents, completely and exclusively, form the agreement between the Parties relating to the BRP system. They cancel and replace any previous letters, proposals, offers and agreements pertaining to the same object.

The contractual documents listed above are classed as follows, in decreasing order of precedence:

- the Participation Agreement;
- ~~the documents attached to the application form in **Error! Reference source not found.** of Section 2 of the Terms and Conditions;~~
- Articles 1 to 5 of Section 1 of the Terms and Conditions, Chapters A, B and C of Section 2.

#### 4. Payment terms

The BRP chooses:

- direct debit. It sends RTE a SEPA direct debit order, in accordance with the model attached in 0 of Section 2 of the Terms and Conditions, duly completed and signed.
- Payment by bank transfer

#### 5. Bank details

##### 5.1. The BRP's bank details

Account Name: Home Office
Bank Name: NatWest (RBS)
Sort Code: 60-70-80
Account Number: 10012672
IBAN (International only): GB28NWBK60708010012672
SWIFT/BIC (International only): NWBKGB2L
Bank Address: PO Box 64388, Premier Place, 2 1/2 Devonshire Square, London, EC2P 2GR

##### 5.2. RTE's (Réseau de Transport d'Electricité) bank details:

Société Générale

BIC-SWIFT ADDRESS: SOGEFRPP

Payment account:	
IBAN	FR76 3000 3041 7000 0201 2254 973
Account for incoming payments:	
IBAN	FR76 3000 3041 7000 0201 2254 973

#### 6. Correspondence

Any Notification given by one Party to the other under the terms of the present Participation Agreement will be sent to the contacts designated below.

The BRP agrees to inform RTE of any change in the contact persons detailed hereafter until all invoices issues by RTE for execution of this contract have been paid.

For the BRP

For the attention of Mr  
Michael Richardson

Address:

Ministry of Justice

10.38 102 Petty France

London

SW1H 9AJ

Telephone: 07967  
792406

Fax:

Email:

Michael.richardson@justice.go.uk

For RTE:

For the attention of

Address:

Telephone:

Fax:

Email:

**6.1. Technical contacts for the BRP**

Contact for invoicing:

Contact	Michelle Scott
Postal address for invoices	Home Office Contracts Estates Directorate 6 <sup>th</sup> Floor The Capital Building Liverpool L3 9PP
Telephone	07970 361 786
Fax	
Email	Michelle.Scott6@homeoffice.gov.uk

Contact for changes to the Perimeter:

Contact	N/A
Address	
Telephone	
Fax	
Email	

Contact for Detailed Data:

Contact	N/A
Address	
Telephone	
Fax	
Email	

Contact for Scheduling Block Exchanges on D-1:

Contact	N/A
Address	
Telephone	
Fax	
Email	

Contact for intraday Scheduling of Block Exchanges:

Contact	N/A
Address	
Telephone	
Fax	
Email	

Contact for Scheduling Block Exchanges outside working Days/Hours:

Contact	N/A
Address	

Telephone	
Fax	
Email	

*\*Indicate which of the aforementioned Contacts is the authorised Contact for the customer services portal.*

**6.2. Technical contacts for RTE**

Contact for all correspondence:

Contacts	
Address	
Telephone	
Fax	
Email	

Contact for changes to the Perimeter:

Contacts	
Address	
Telephone	
Fax	
Email	

Contact for disputes concerning the invoice or credit invoice:

Contacts	
Address	
Telephone	
Fax	
Email	

Contact for Scheduling Block Exchanges on D-1:

Contacts	
Telephone	
Email	

Contact for intraday Scheduling of Block Exchanges:

Contacts	
Telephone	
Email	

**7. Effective date, duration and cancellation of the Participation Agreement**

The present Participation Agreement takes effect on 1<sup>st</sup> October 2020 to 31<sup>st</sup> January 2021, upon which date it shall terminate.

It may only be terminated under the conditions stipulated in Article **Error! Reference source not found.** of Section 2 of the Terms and Conditions.

Drawn up in two original copies,

For RTE  
 Name and position of representative:  
 in.....  
 Sales and Marketing Director  
 On .././201..  
 Signature:

For the BRP  
 Name and position of representative:  
 Michael Richardson  
 Deputy Director (SCS1)  
 in.....  
 London.....  
 On ~~.././201..~~ 18/02/2021  
 Signature: *Michael Richardson*

