

## 20. BILLING AND PAYMENT BY SETTLEMENT CLASS

20.1 This Clause 20 applies in respect of those services falling within the scope of Clause 19.1 for which the charges to be levied are invoiced by reference to Settlement Class in accordance with Clause 19.5.

### **Initial Account**

20.2 Following its receipt of each Supercustomer DUoS Report in accordance with the timetable for Settlement after each Settlement Run relating to each Settlement Day, the Company shall deliver Daily Statements to the User as soon as is reasonably practicable.

20.3 The Company shall submit to the User as soon as is reasonably practicable after the end of each charging period an account (the **Initial Account**) specifying the Use of System Charges payable [by either Party](#) in respect of each Initial Settlement Run in respect of which a Daily Statement has been produced and which has not previously been included in an Initial Account. Such Initial Accounts shall be based on the Daily Statements provided pursuant to Clause 20.2.

### **Reconciliation Account**

20.4 Where a subsequent Daily Statement for any Settlement Day indicates that, as a result of a subsequent Reconciliation Run or Post-Final Settlement Run, the Use of System Charges in respect of that Settlement Day are different from those previously billed, the Company shall calculate such difference and the interest thereon and shall submit an account (the **Reconciliation Account**) in respect of such difference to the User as soon as is reasonably practicable after the end of each charging period. Such interest shall be calculated in accordance with the provisions of Schedule 3.

20.5 Within 14 days of the date of an Initial Account or Reconciliation Account submitted in accordance with Clause 20.3 or 20.4, the User shall pay to the Company [or the Company shall pay to the User](#), all sums due in respect of such Initial Account or Reconciliation Account in pounds sterling by electronic transfer of funds to such bank account (located in the United Kingdom) as is specified in the Initial Account or Reconciliation Account,

quoting the Initial Account or Reconciliation Account number against which payment is made and/or such other details as the Company may reasonably require.

## **Disputes**

- 20.6 Where any sum included in an Initial Account or Reconciliation Account submitted in accordance with Clause 20.3 or 20.4 is disputed by the User, the provisions of Schedule 4 shall apply.

## **21. SITE-SPECIFIC BILLING AND PAYMENT**

21.1 This Clause 21 applies in respect of those services falling within the scope of Clause 19.1 for which the charges to be levied relate to Metering Points or Metering Systems that fall within Clauses 19.5.1 to 19.5.3 (inclusive).

### **Submission of Account**

21.2 As soon as is reasonably practicable after the end of each charging period, the Company shall submit to the User an account specifying the Use of System Charges payable for the whole or any part of that charging period. Such account shall be based on:

21.2.1 data from metering equipment or any Equivalent Meter provided by the User in accordance with Clause 29.3 or, where actual data are not available, estimated data prepared in accordance with methods of estimation established under the Balancing and Settlement Code by the relevant Data Collector; and

21.2.2 other data as specified in the Relevant Charging Statement and/or the relevant Connection Agreement,

provided that the Company may use estimated data prepared by the Company where the User fails to provide the data under Clause 21.2.1 and 21.2.2, and, where an account is based on estimated data, the account shall be subject to any adjustment which may be necessary following the receipt of actual data from the User.

### **Obligation to Pay**

21.3 Within 14 days of the date of an account submitted in accordance with Clause 21.2, the User shall pay to the Company, [or the Company shall pay to the User](#), all sums due in respect of such account by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the account, quoting the account number against which payment is made and/or such other details as the Company may reasonably require.

### **Disputes**

21.4 Where any sum included in an account submitted in accordance with Clause 21.2 is disputed by the User, the provisions of Schedule 4 shall apply.

## **22. TRANSACTIONAL CHARGES**

22.1 This Clause 22 applies in respect of those services falling within the scope of Clause 19.1 for which the charges to be levied are not billed in accordance with Clause 20 or 21 and, instead, are calculated by reference to the number or frequency of specific transactions (**Transactional Charges**), except where the billing and payment arrangements in respect of such services are otherwise provided for under the Master Registration Agreement, the BSC, or the CUSC.

### **Submission of Account**

22.2 Within 30 days after the end of each calendar month, the Company shall submit to the User an account specifying:

22.2.1 the payment due from the User in respect of services performed during that month for which Transactional Charges are payable, and

22.2.2 any Value Added Tax payable thereon.

### **Obligation to Pay**

22.3 Within 30 days of the date of an account submitted in accordance with Clause 22.2, the User shall pay to the Company all sums due in respect of such account in pounds sterling by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the statement, quoting the invoice number against which payment is made.

### **Disputes**

22.4 Where any sum included in an account submitted in accordance with Clause 22.2 is disputed by the User, the provisions of Schedule 4 shall apply.

## 23. PAYMENT DEFAULT

23.1 Subject to Clause 20.6, Clause 21.4 and Clause 22.4, failure by ~~the User~~either Party to pay any sum due as cleared funds by the due date for payment in accordance with Clause 20.5, Clause 21.3, or Clause 22.3 shall be a **Payment Default**.

23.2 Where ~~the User~~a Party so defaults, the ~~Company~~other Party shall send a notice (a **Late Payment Notice**) to the ~~User~~defaulting Party:

23.2.1 setting out the amount owed by ~~the User~~that Party to the ~~other Party~~Company, and identifying the specific account to which the Payment Default relates;

23.2.2 stating to whom payment should be made;

23.2.3 specifying the method of payment; and

23.2.4 where the ~~Company~~non defaulting Party intends to exercise its rights under Clause 23.3 and/or Clause 23.4, advising the ~~other Party~~User of its intention.

### **Interest**

23.3 ~~The Company~~Either Party shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made pursuant to the terms of Clause 20.5, Clause 21.3, or Clause 22.3 calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment, together with an administration charge as notified by the ~~Company~~non defaulting Party to the ~~other Party~~User from time to time.

### **Material Breach**

23.4 Failure to remedy a Payment Default within four Working Days of receipt of a Late Payment Notice shall be a material breach of this Agreement for the purposes of Clause 54.1.1 and the Company shall be entitled to take actions to suspend registration services in accordance with the provisions of the Master Registration Agreement. Where the Company takes such action, it shall send a copy of any notice that it is required to issue

pursuant to those provisions to the User and the Panel (care of the Secretariat).