



Better Together Grid Services Agreement

Grid Services Agreement for customers on our Better Together tariff.

This Agreement is between you and Social Energy Ltd, a company registered in England and Wales with company number 10625256 and whose registered office is at St Pegs Mill, Thornhill Beck Lane, Brighouse, HD6 4AH (“SEL”);

BACKGROUND:

- (a) **You** have installed a solar photovoltaic system at **Your Property**.
- (b) You have entered into a contract with the Installer in accordance with its Terms and Conditions of Sale of Goods for the sale and supply by the Installer of a Battery and/or Smart Hub at Your Property and the installation of these by the Installer at Your Property (“Terms and Conditions”). Under that contract, You agreed to enter into this Grid Services Agreement (“this Agreement”) with SEL.
- (c) **SEL** is the **Smart Hub Controller**. This means it will be able to, via the **Smart Hub**, (i) monitor energy generation and consumption at **Your Property** in real time, and (ii) charge and discharge **Your Battery** at its discretion; to undertake **Grid Services**, in return for which **You** will receive an enhanced export rate provided that **You** comply with the provisions of the **Supply Terms and Conditions**.
- (d) Additionally, in order for **You** to receive **Export Payments**, **You** must (i) comply with the **Smart Hub Usage Obligations**, and (ii) download the **Social Energy App**, and (iii) choose, via the **Social Energy App**, **Social Energy Supply LTD** to be **Your Electricity Supplier**.
- (e) **This Agreement** sets out the terms on which **SEL** as **Smart Hub Controller** shall undertake **Grid Services** for **You** in accordance with the standard of a **Reasonable and Prudent Operator**.

IT IS AGREED:-

1 Definitions and interpretation

In **this Agreement**, the following definitions will apply:-

“**Agreement Date**” means the date of **this Agreement**.

“**Approvals**” means all relevant and necessary consents, licences, permits and /or approvals, including but not limited to, any deed of covenant or landlord approval and/or those from local authorities in respect of network connection agreements, building regulations, planning permission, alterations to listed buildings and/or alterations carried out to a conservation area, and also including any notifications required by **Your FIT Licensee**.

“**Battery**” means any battery storage solution approved by **SEL** and which may or may not be installed by the **Installer**.

“**Change in law**” means any change in any law (including but not limited to any statute, regulation and/or industry rules and including in relation to tax) of England and Wales, the United Kingdom (or any part thereof) or the European Union which is legally binding on **SEL** and/or **You** and which relates to **SEL’s** and/or **Your** obligations under **this Agreement**.

“**Contract Term**” means the period from the **Conditions Satisfaction Date** until the date **this Agreement** is terminated in accordance with its terms.

“**Electricity Supplier**” means the supplier of electricity to the **Property** and which may or may not be a **FIT Licensee**.

“**End User Licence Minimum Terms**” means the terms that **SEL** as **Smart Hub Controller** is obliged (by its software licence) to ensure that **You** comply with so that **You** can use **the Smart Hub**.

“Energy Bill” means the bill payable to the **Energy Supplier**.

“Energy Supplier” means the supplier of gas and/or electricity to the **Property**.

“Export Payment” – means a monthly credit to your Energy Bill subject to eligibility, based on the number of units recorded by your export meter, accruing monthly from the date which falls 90 days from the date on which Social Energy Supply Limited started to Supply electricity to you at the Property and paid to you monthly after that.

“FIT” means the scheme introduced by the UK Government under the Energy Act 2008 and managed by Ofgem.

“FIT Export Payment” means a payment from **Your FIT Licensee** to **You** under the FIT scheme.

“FIT Generation Payment” means a payment from **Your FIT Licensee** to **You** under the FIT scheme.

“FIT Licensee” means an **Electricity Supplier**, though not **Social Energy Supply LTD**, who can offer FIT to **You**.

“FIT Register” means the electronic web-based system used to manage the FIT scheme.

“Flexibility Assets” means electrical equipment at **Your Property** that can be operated by the **Smart Hub** to provide **Grid Services**, including **Your Battery** and/or any solar photovoltaic inverter, electric vehicle charger, heat pump, hot water tank.

“Grid Services” means a set of energy demand reduction and/or energy demand increase services provided to the electricity system operator, National Grid Electricity System Operator Limited (**“NGESO”**), and to other market participants in the electricity sector in order to support stable, cost effective operations and the uptake of low carbon technologies.

“Installer” means an installer that is approved by **SEL**.

“Load Following Device” means any device installed in the home that responds to energy consumption or production in the home to alter the volume of energy imported from or exported to the grid.

“Property” means either of (i) the property that **You** own and rent out for domestic use and in respect of which **You** have provided the **Required Broadband Connection**; or (ii) the property where **You** live and in which **You** own a freehold or leasehold interest in land, or (iii) the property where **You** live and in which **You** do not own a freehold or leasehold interest in land; and in each case **You** have obtained all required **Approvals** in relation to such property.

“Quarter”: means the period starting on the later of (i) the date on which **Social Energy Supply LTD** started to supply electricity to **You** at the **Property**, and (ii) 1 January, 1 April, 1 July and 1 October (as applicable) and ending 31st March, 30th June, 30 September and 31st December (as applicable).

“Required Broadband Connection” means a domestic broadband connection with spare Ethernet port connection and electrical socket to interact with the **Smart Hub** which is active and stable for use by **SEL** at a minimum 90% of the time.

“Reasonable and Prudent Operator” means that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking and under the same circumstances which shall include compliance with manufacturer’s manuals etc.

“**SEL Affiliate**” means SEL’s parent undertaking or any subsidiary undertaking of SEL or of its parent undertaking and the expressions ‘parent undertaking’ and ‘subsidiary undertaking’ shall have the same meaning as they have in the Companies Act 2006.

“**Smart Hub**” means the piece of smart technology equipment that enables SEL as the **Smart Hub Controller** to operate **Flexibility Assets** at **Your Property** and undertake **Grid Services**, in return for which **You** will receive the **Export Payment** (subject to **You** complying with the **Supply Terms and Conditions and Better Together Additional Terms and Conditions**).

“**Smart Hub Usage Obligations**” means **You** have (i) signed **this Agreement**; and (ii) agreed to comply with the **End User Licence Minimum Terms** which allows **You** to use the **Smart Hub**; and (iii) agreed to comply with the Acceptable Use policy which allows **You** to use the **Social Energy App**; and (iv) agreed to the **Social Energy Supply LTD** Privacy Policy; and (v) agreed to comply with **Social Energy Supply LTD’s** Terms and Conditions of Supply (“**Supply Terms and Conditions**”).

“**Social Energy App**” means SEL’s mobile application available at the Apple App Store or Google Play Store (App Store) to be used in accordance with the Acceptable Use policy.

“**Social Energy Supply LTD**” means a company registered with company number 10300609 whose registered address is St Pegs Mill, Thornhill Beck Lane, Brighouse, England, HD6 4AH being a fully owned subsidiary of SEL and which is licensed by Ofgem to supply electricity and gas to domestic customers.

“**Statement of Account**” means the statement on the **Social Energy App** which shows **You** all relevant details in relation to **Your** account with SEL.

“**Supply Terms and Conditions**” means the Supply Terms and Conditions set out by **Social Energy Supply LTD** plus any additional terms and conditions which apply to the **Social Energy Supply LTD** tariff or product that you have chosen.

“**Terms and Conditions**” means as defined in Recital (b) above.

- 1.1 Headings shall not affect the interpretation of **this Agreement**.
- 1.2 Words in the singular shall include the plural and vice versa.
- 1.3 A reference to one gender shall include a reference to the other genders.
- 1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 If there is any conflict between the provisions of **this Agreement** and the **Terms and Conditions**, **this Agreement** shall prevail.

2 Term and conditions precedent

- 2.1 Subject always to clause 2.2, **this Agreement** begins on the **Agreement Date** and shall continue until the end of the **Contract Term** (as may be extended by clause 7 of **this Agreement**).
- 2.2 SEL’s obligations under **this Agreement** are conditional upon, and shall only come into effect on the date on which SEL is satisfied, in its sole discretion, that **You** have satisfied all of the conditions set out in clause 2.3 below (“**the Conditions Satisfaction Date**”).
- 2.3 The conditions referred to in clause 2.2 are:
 - 2.3.1 **You** have a solar photovoltaic system installed at **Your Property**; and

- 2.3.2 **You** have obtained all required **Approvals** in relation to the installation of the solar photovoltaic system, **Battery** or other **Flexibility Assets** and **Smart Hub** at **Your Property**; and
- 2.3.3 **You** have (via the **Social Energy App**) chosen **Social Energy Supply LTD** to be **Your Electricity Supplier**; and
- 2.3.4 **You** have the **Required Broadband Connection**; and
- 2.3.5 If **You** are on the **FIT Register** **You** have not changed or confirmed **Your FIT** export status selection within the last calendar year.

3 SEL's obligations

- 3.1 **SEL** shall control your **Battery** or other **Flexibility Assets** :
 - 3.1.1 with reasonable skill and care; and
 - 3.1.2 in accordance with the standard of a **Reasonable and Prudent Operator**; and
 - 3.1.3 in accordance with applicable laws, permits, consents, licences and regulations.
- 3.2 **SEL** must notify **You** within 1 month if it becomes aware that it is not able to charge or discharge **Your Battery** to undertake **Grid Services**. For the purposes of this clause 3.2, **SEL** shall notify **You** by email or via the **Social Energy App**.
- 3.3 From the time that **You** download the **Social Energy App** in accordance with the **Supply Terms and Conditions**, **SEL** shall provide **You** with access to **Your Statement of Account** so that **You** can monitor **Your Battery**, energy usage, etc.

4 Your continuing obligations

- 4.1 **You** must:
 - 4.1.1 maintain **Your** solar photovoltaic system, **Battery** or other **Flexibility Assets** and **Smart Hub** in a good working state in accordance with the manufacturers' manuals and/or recommendations (including the **Battery** user manual) during the **Term**; and
 - 4.1.2 maintain **Your** solar photovoltaic system and **Battery** or other **Flexibility Assets** in accordance with **Your** connection agreement with **Your** distribution network operator; and
 - 4.1.3 ensure that the **Battery** continues to be one that is approved by **SEL** during the **Term**; and
 - 4.1.4 ensure that from the date the **Smart Hub** and/or the **Smart Hub** and **Battery** have been installed by the **Installer**, they remain connected to the internet via the broadband router in the **Property** as well as the mains electrical power supply at the **Property**; and
 - 4.1.5 from the date on which the **Smart Hub** and/or the **Smart Hub** and **Battery** have been installed by the **Installer**, grant **SEL** and the **SEL Affiliates** the right to monitor the **Battery** and take sole control, of the charge and discharge of the **Battery**; and
 - 4.1.6 ensure that there are no there are no Load Following Devices installed and operating in **Your** home that have not been approved by **SEL**.

- 4.1.7 have or agree to the installation of a smart meter that we can communicate with (when available); and
 - 4.1.8 agree to opt-in to elective half-hourly settlement and smart meter data sharing (when available); and
 - 4.1.9 consent to the use of **Your** broadband connection for data sharing, which will be at least 1GB/month and 80 kbits/s; and
 - 4.1.10 comply with the **Supply Terms and Conditions** and
- 4.2 **You** acknowledge that if **You** fail to comply with clause 4.1.4 above such that **SEL** is unable to contact the **Battery** **You** may not be eligible for **Grid Services**. It is required that the daily **Battery** availability is not less than 90%. If this availability is not met due to lack of internet connectivity caused by **You**, a member of your household, your internet provider, or other persons in or around **Your Property**, you might not be eligible to be used for **Grid Services** and lose out on some, or all of your export payment
- 4.3 **You** must allow **SEL** to test the **Battery** from time-to-time. Such testing will normally be done remotely but **You** shall provide **SEL** with access to the **Property** if **SEL** needs to physically test the **Battery**. **You** will incur charges if a site visit to physically test the **Battery** is due to customer failure or issue caused by you. **SEL** will inform **You** of its charges regarding site visits in advance of such test. Charges will not be incurred if a site visit is requested by National Grid. If **SEL** or its agent is not given access to the **Property** for the appointment it has agreed with **You** to test the **Battery**, then **SEL** may charge **You** the costs it has incurred in connection with that abortive visit.
- 4.4 **You** shall grant **NGESO**, its agents and/or contractors audit and inspection rights to the **Battery** (upon not less than 5 business days' notice) if they require this under **SEL's** agreement with them.

5 Payments

- 5.1 Provided **You** comply with **this Agreement** and the **Supply Terms and Conditions**, you will receive an **export payment** applied to your **Social Energy Supply LTD** invoice on a monthly basis.
- 5.2 **You** acknowledge and agree that if **You** switch **Your Energy Supplier** such that **Social Energy Supply LTD** is not **Your Electricity Supplier**, **SEL** will have no obligation to operate **Your Battery** and/or undertake the **Grid Services** and/or pay the **Export Payments** to **You**.
- 5.3 **You** further acknowledge and agree that **SEL** makes no guarantee or assurance to **You** that **You** will achieve any particular level regarding energy savings, and/or credits to **Your Energy Bill** and/or reduction in carbon emissions.

6 Liability and indemnities

6.1 SEL's Liability to You

Subject to clauses 6.2 and 6.4 below, provided that **You** are not in breach of **this Agreement**, **SEL** will be responsible for any loss or damage **You** suffer that is foreseeable as a result of its negligence, but will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of **SEL's** negligent breach and contemplated by **You** and **SEL** at the time **this Agreement** was entered into. **SEL** shall not be negligent if its actions meet the standards of a **Reasonable and Prudent Operator**.

- 6.2 If **You** use the **Battery** and **Smart Hub** for any commercial, business or re-sale purpose, **SEL** will have no liability to **You** whatsoever. **You** shall indemnify **SEL** from and against all actions, claims, demands, costs, expenses, liabilities or damages which **SEL** suffers arising from **Your** breach of this clause 6.2.
- 6.3 **SEL's** total liability to **You** in respect of all losses arising under or in connection with **this Agreement** shall not exceed the total amount of the **Export Payments** that would have been paid to **You** under **this Agreement** in the relevant calendar year if **SEL** had not breached **this Agreement**.
- 6.4 Neither party excludes or limits in any way its liability for:
- 6.4.1 death or personal injury caused by its negligence or the negligence of its employees;
 - 6.4.2 fraud or fraudulent misrepresentation;
 - 6.4.3 any indemnity under **this Agreement**; and
 - 6.4.4 which it cannot exclude or limit liability for under applicable laws.
- 6.5 **You** shall indemnify **SEL** from and against all actions, claims, demands, costs, expenses, liabilities, or damages it suffers as a result of:
- 6.5.1 any claims by third parties arising from **Your** breach of **this Agreement**;
 - 6.5.2 any breach by **You** of **Your** obligations in clause 4 of **this Agreement**; and
 - 6.5.3 **Your** failure to have complied with any applicable law and/or obtained all required **Approvals** in relation to the installation of the solar photovoltaic system, **Battery** or other **Flexibility Assets** and **Smart Hub** at **Your Property**.
- 6.6 **You** confirm that **You** have read and accepted the **End User Licence Minimum Terms**, the Acceptable Use policy, and **Social Energy Supply LTD's** Privacy Policy and the **Supply Terms and Conditions**. **SEL** gives no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the **Social Energy App**. **You** acknowledge that such information and materials may contain inaccuracies or errors and that use of any information or materials on the **Social Energy App** is entirely at **Your** own risk.

7 Events outside SEL's control

- 7.1 **SEL** will not be liable or responsible for any failure to perform or delay in performance of, any of its obligations under **this Agreement** that is caused by events outside its reasonable control.
- 7.2 An event outside of **SEL's** control includes any act, event, non-occurrence, omission or accident beyond its reasonable control and includes, in particular (without limitation), the following:
- 7.2.1 civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; and/or
 - 7.2.2 acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, earthquake, subsidence, drought, epidemic or other natural disaster; and/or
 - 7.2.3 impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport; and/or

- 7.2.4 **Change in law;** and/or
 - 7.2.5 strikes or labour unrest (other than in relation to **SEL's** own employees); and/or
 - 7.2.6 default by one of **SEL's** suppliers or sub-contractors.
- 7.3 If an event outside **SEL's** control takes place that affects its performance of its obligations under **this Agreement**:
- 7.3.1 **SEL** will contact **You** as soon as reasonably possible to notify **You** of the occurrence of such event, its expected duration and the obligations which it is prevented from performing and shall continue to provide regular reports during the period such event is continuing; and
 - 7.3.2 **SEL's** obligations under **this Agreement** shall be suspended and the time for performance of its obligations will be extended for the duration of the event outside **SEL's** control; and
 - 7.3.3 **SEL** will take reasonable steps to bring such an event to a close or to find a solution by which its obligations under **this Agreement** can be performed despite such event.
- 7.4 **SEL** shall recommence the **Grid Services** to **You** as soon as reasonably possible following the cessation of the "event outside **SEL's** control".
- 7.5 Either party shall have a right to terminate **this Agreement** if **SEL** has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months.
- 7.6 If after **this Agreement** comes in force, either of **SEL** or **You** serve notice on the other that it reasonably considers that there has been a **Change in law** which materially affects **this Agreement**, **SEL** and **You** shall meet to negotiate in good faith (both acting reasonably) such amendments to **this Agreement** as are necessary to achieve (in so far as is possible) the same overall balance of benefits, This clause 7 is subject always to **SEL's** right to immediately terminate **this Agreement** under clause 8.3.9 of these **Terms**.

8 Termination

8.1 Termination by **You**

Subject always to clause 8.2 below, **You** must give **SEL** at least two calendar months' notice before terminating **this Agreement**.

8.2 **You** shall be entitled to terminate **this Agreement** immediately (on providing written notice to this effect) in the following circumstances:

- 8.2.1 if **SEL** commits a material breach which has not been remedied within 14 days of **Your** written notice to **SEL** to remedy such material breach; and/or
- 8.2.2 **SEL** goes into liquidation or a receiver or an administrator is appointed over its assets; and/or
- 8.2.3 **SEL** has been prevented from performing its obligations due an event outside its control for a continuous period of two calendar months; and/or
- 8.2.4 on termination of **Your** energy supply contract with **Social Energy Supply LTD**; and/or
- 8.2.5 if **SEL** varies **this Agreement** without **Your** prior consent under clause 10.5 and **You** are opposed to any such variations.

8.3 Termination by SEL

SEL must give at least two calendar months' notice to **You** before terminating **this Agreement**. Notwithstanding this, **SEL** shall be entitled to terminate **this Agreement** immediately (on providing written notice to this effect) in the following circumstances:

- 8.3.1 if **You** commit a material breach which has not been remedied within 14 days of **SEL's** written notice to **You** to remedy such material breach; and/or
- 8.3.2 **You** are unable to pay **Your** debts as they fall due or are declared bankrupt; and/or
- 8.3.3 **You** move out of the **Property**; and/or
- 8.3.4 **You** sell the **Property**; and/or
- 8.3.5 **Your Property** has been repossessed by a mortgagee or some other third party; and/or
- 8.3.6 **SEL** has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months; and/or
- 8.3.7 if there are any changes to **NGESO's** (or other parties') contractual or technical requirements for balancing the grid such that the arrangements contemplated in **this Agreement** will be in breach of **NGESO's** requirements and/or any applicable law and/or regulations and/or electricity industry and any other relevant industry codes; and/or
- 8.3.8 on termination of **Your** energy supply contract with **Social Energy Supply LTD**; and/or
- 8.3.9 if there is a **Change in Law**.

8.4 Termination of **this Agreement**:

- 8.4.1 by **SEL** (as a result of **Your** breach) shall not affect any rights and obligations which may have accrued to **SEL** and **You** prior to **SEL's** termination of **this Agreement**. **SEL** shall only be obliged to pay **Export Payments** which have accrued to **You** up to the date of the occurrence of the termination event(s) in clause 8.3; and
- 8.4.2 by **You** (as a result of **SEL's** breach) shall not affect any rights and obligations which may have accrued to **You** and **SEL** prior to **Your** termination of **this Agreement**. **SEL** shall be obliged to pay to **You** any **Export Payments** which have accrued to **You** up to the date **You** terminated **this Agreement**.

9 FIT scheme

9.1 If you are a Feed in Tariff customer

- 9.1.1 You will be obliged to waive Your FIT Export Payment, where an export meter MPAN has been registered at Your Property because the electricity exported by Your Battery could affect the measurement of the amount of electricity You export.

- 9.1.2 If you opt into receiving the Social Energy Export tariff and do not opt out of the FIT Export Payments you may be subject to an investigation by Ofgem who will deem that Your FIT agreement with Your FIT Licensee is null and void. If Your FIT agreement is voided, you will lose any future FIT Generation Payments and may have previous payments reclaimed by Your FIT Licensee.
- 9.1.3 You will still be eligible to receive your FIT Generation Payment regardless of whether you opt in to receive the Social Energy Export Tariff or not. The FIT Generation Payment is separate to what you are paid for your Exported consumption. You may wish to discuss this with Your FIT Licensee.
- 9.1.4 You may be able to opt back in to receive FIT Export Payments from Your FIT Licensee but this will only be possible
- 9.1.5 one year after opting out of Your FIT Export Payments
- 9.1.6 and provided that You do not continue to use the Battery to supply electricity to the relevant distribution network.
- 9.1.7 If you are no longer eligible for an Export Payment before You can opt back in to receive Your FIT Export Payment, SEL will not compensate You for loss of any FIT Export Payments.

10 Customer Data.

- 10.1 SEL, Social Energy Supply LTD, Levelise Limited and any other SEL Affiliates will have full access to any data or information generated, collected, processed or stored as part of the Grid Services, which may include Your personal data.
- 10.2 **SEL, Social Energy Supply LTD, Levelise Limited** and the **SEL Affiliates** are committed to protecting **Your** privacy and to complying with applicable data protection and privacy laws. **SEL's** (customer) privacy notice, **Social Energy Supply LTD's** Privacy Policy and **Levelise Limited's** privacy notice tells **You** how each of them collects, uses and protects **Your** information when **You** visit **SEL's** website or use the **Social Energy App** and **Your** rights to **Your** information. **SEL, Social Energy Supply LTD, Levelise Limited** and the **SEL Affiliates** will only use information they collect about **You** in accordance with **SEL's** (customer) privacy notice, **Levelise Limited's** privacy notice and **Social Energy Supply LTD's** Privacy Policy (as applicable).
- 10.3 All notices required under **this Agreement** shall be given by email and/or via the **Social Energy App**.
- 10.4 **You** can also submit a query in relation to **this Agreement** by emailing supply@social.energy. In **Your** email **You** must put "**Grid Services**" in the subject box. **SEL** will endeavour to answer **Your** enquiry as soon as practicable and within five business days. **SEL's** address and telephone numbers are set out in its website at <http://social.energy/index.html>.
- 10.5 **SEL** shall be entitled to transfer its rights and obligations under **this Agreement** to any person (including any **SEL Affiliate**) without having to obtain **Your** prior consent. **You** may not transfer **Your** rights and obligations under **this Agreement** to any other person without **SEL's** prior written consent.
- 10.6 **SEL** shall be entitled to vary **this Agreement** without **Your** prior written consent. If **SEL** make changes to **this Agreement** that are disadvantageous to **You** it will give **You** 30 days' notice to let **You** know about the changes.

- 10.7 If any court or competent authority decides that any of the provisions of **this Agreement** are invalid, unlawful or unenforceable to any extent, the **Term** will, to that extent only, be severed from the remaining **Terms**, which will continue to be valid to the fullest extent permitted by law.
- 10.8 **This Agreement** is the entire agreement between **You** and **SEL** and all prior agreements are superseded by **this Agreement**. Each party confirms it is not relying on any oral representations or warranties of the other party except as set out in **this Agreement**.
- 10.9 **This Agreement** is between **SEL** and **You** and no other person, shall have any rights to enforce **this Agreement**, save that **SEL** and **You** agree that any **SEL Affiliate** shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce **this Agreement** in so far as is relevant to such **SEL Affiliate**.
- 10.10 If **SEL** fails, at any time while **this Agreement** is in force to insist that **You** perform any of **Your** obligations under **this Agreement**, or if it does not exercise any of its rights or remedies under **this Agreement**, that will not mean that it has waived such rights or remedies and will not mean that **You** do not have to comply with those obligations. If **SEL** waives a default by **You**, that will not mean that it automatically waives any subsequent default by **You**. No waiver by **SEL** of any provision of **this Agreement** shall be effective unless it expressly says that it is a waiver and tells **You** so in writing.
- 10.11 **This Agreement** may be executed in counterparts, each of which will be considered an original, but all of which shall constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 10.12 **This Agreement** shall be governed by English law and both **SEL** and **You** agree to the exclusive jurisdiction of the English courts. However, if **You** are a resident of Northern Ireland **You** may also bring proceedings in Northern Ireland, and if **You** are a resident of Scotland, **You** may also bring proceedings in Scotland.