



THE BARBADOS
LIGHT & POWER
COMPANY LIMITED

INTERRUPTIBLE SERVICE RIDER AGREEMENT

This Interruptible Service Rider Agreement (“this Agreement”) is made this ____ day of _____, 20__ BETWEEN **THE BARBADOS LIGHT & POWER COMPANY LIMITED**, a company incorporated under the Companies Act, Cap. 308 of the Laws of Barbados and having its registered office situate at Garrison Hill, St Michael, Barbados (“BL&P”) and the party more particularly described at Item 1 of Schedule A to this Agreement (the “Customer”).

The Customer and BL&P agree as follows:

1. INTERPRETATION

- 1.1 The terms of this Agreement shall be construed in accordance with the terms set out in the Interruptible Service Rider at Schedule B of this Agreement (“the Rider”). This Agreement and the Rider together with the other accompanying Schedules represent the entire agreement between BL&P and the Customer and supersedes all previous agreements, arrangements, understandings, negotiations and discussions, whether oral or written, between BL&P and the Customer in relation to the subject matter of this Agreement.
- 1.2 Capitalized terms not defined in this Agreement shall be as defined in the Rider and the SVP Tariff or the LP Tariff (whichever is applicable to the Customer).
- 1.3 The following capitalized terms used herein shall have the meanings set forth below:

“**Contractual Year**” means every twelve (12) month period from the date of the signing of this Agreement.

“**Interruptible Demand Credit**” means the amount that a Customer is entitled to have credited to its bill for a particular month as consideration for the Customer undertaking to interrupt and reduce its electricity demand when a request is made by BL&P for it to do so and interrupting and reducing its electricity demand

in accordance with the terms of this Agreement when a request is actually made by BL&P.

“Interruptible Demand Period” means the period specified at Item 4 of Schedule A during which the Customer agrees to interrupt its electricity service when requested to do so by BL&P, in accordance with this Agreement.

“Interruption of Service Notice” means a notice from BL&P to a Customer requesting the Customer to interrupt and reduce its demand for electric energy, in accordance with this Agreement.

“Method of Notification” means the method that BL&P and the customer agree that BL&P will use for the Interruption of Service Notice, as specified at Item 3 of Schedule A to this Agreement.

1.4 Clause headings contained in this Agreement are included solely for convenience and are not intended to be a full or accurate description of the content of any clause and shall not be considered to be part of this Agreement.

2. TERM

2.1 This Agreement shall become effective when signed by the Customer and BL&P and shall remain in effect for the period specified at Item 5 of Schedule A, unless terminated earlier in accordance with the provisions specified at clause 7 of this Agreement, but in no event to exceed the Ending Date of the Pilot Programme specified at Item 6 of Schedule A to this Agreement.

3. ADJUSTMENT TO THE AGREEMENT

3.1 The Customer may request an adjustment to the Interruptible Demand Period, Firm Demand Level and/or the Method of Notification by giving BL&P at least thirty (30) days prior notice from the date on which the Customer is requesting the adjustment to be effective.

3.2 The interim period of time between two (2) consecutive requests from a Customer for an adjustment to the Firm Demand Level shall not be less than twelve (12) months.

3.3 In the event that the Monthly Interruptible Demand is less than 100 kVA for three (3) months within a twelve (12) month period BL&P shall have the sole right to terminate this Agreement.

4. BILLINGS

4.1 All billings under this Agreement shall be calculated in accordance with the Rider and any other rate schedules under which the Customer is receiving electric service from BL&P. All billings are subject to change in accordance with amendments by the Fair Trading Commission to the standard electricity tariff under which the Customer is receiving electric service from BL&P.

4.2 Interruptible Demand Credits will be credited each month whether or not an interruption has been called. In the months where an interruption is called, the customer's compliance will be checked and any adjustment to the billing associated with compliance or non-compliance will be made in the following month.

5. INTERRUPTION OF SERVICE NOTICES

5.1 Method of giving notices

- (i) An Interruption of Service Notice shall be given via the Method of Notification to the Customer at the address specified at Item 3 of Schedule A to this Agreement (the "Notice Address") or to such other address as the Customer from time to time may designate by notice in writing to BL&P.
- (ii) In the event that the Method of Notification is by telephone, BL&P shall immediately send the Interruption of Service Notice to the Notice Address by facsimile or by other electronic means capable of generating a record copy of the Interruption of Service Notice.
- (iii) In any case where the Method of Notification is by telephone, the failure of BL&P on any occasion to send the Interruption of Service Notice by facsimile or electronic mail shall not relieve the Customer of its obligations under this Agreement.

5.2 Confirmation of an Interruption of Service Notice

The failure of the Customer on any occasion to confirm its receipt of the Interruption of Service Notice shall not relieve the Customer of its obligations or deprive BL&P of its rights under this Agreement.

5.3 Receipt of Notices

An Interruption of Service Notice shall be deemed to have been received by the Customer when provided by the Method of Notification.

6. INDEMNITY

The Customer shall fully and effectually indemnify and hold harmless BL&P, its affiliates, directors, officers, agents and employees from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings or investigations which BL&P may incur or which may be made against it in connection with this Agreement or in respect of BL&P's exercise of its rights, discretions, authorities and obligations under this Agreement.

7. TERMINATION

7.1 The Customer shall have the right to terminate this Agreement by giving BL&P two (2) months prior written notice of its intention to terminate this Agreement.

7.2 BL&P shall have the right to terminate this Agreement:

- (i) where the Customer is in default of any of its obligations under this Agreement and such default is not corrected within thirty (30) days after written notice of the default has been given to the Customer by BL&P. BL&P shall exercise its right to terminate this Agreement for such default by giving ten (10) days written notice of termination to the Customer. The foregoing shall not affect any rights of suspension, interruption or disconnection that BL&P may have elsewhere under this Agreement or the standard electricity tariff under which the Customer is currently receiving electric service; and
- (ii) immediately and concurrently with the termination of electric service to the Customer under the applicable rate schedule in the Rider.

8. RESOLUTION OF DISPUTES

- 8.1 If any dispute or difference of any kind whatsoever arises between the Parties in connection with, or arising out of, this Agreement, the Parties shall within thirty (30) days after the date that the dispute first arose attempt to settle such dispute in the first instance by mutual discussions between the Parties.
- 8.2 In the event that a dispute between the Parties is not settled within thirty (30) days as provided in clause 8.1 of this Agreement the Parties shall attempt to settle the dispute by alternative means of dispute resolution.
- 8.3 Notwithstanding any provision of this Agreement, BL&P acknowledges that the Customer is not restricted from seeking relief from the Fair Trading Commission or the Courts of Barbados.

9. MISCELLANEOUS PROVISIONS

9.1 Variations in Writing

Any additions, amendments or variations to this Agreement shall be binding only if in writing and signed by a duly authorized representative of BL&P and the Customer.

9.2 Waivers

9.2.1 No waiver by BL&P of any default by the Customer in the performance of any of the provisions of this Agreement shall:

- (i) operate or be construed as a waiver of any other or further default whether of a like or different character; or
- (ii) be effective unless in writing duly executed by an authorized representative of BL&P.

9.2..2 The failure by BL&P to insist on any occasion upon the performance of the terms, conditions or provisions of this Agreement or the granting of time or other indulgence by BL&P to the Customer shall not thereby act as a waiver of such breach or acceptance of any variation.

IN WITNESS WHEREOF the undersigned have executed this Agreement on the day and year hereinbefore mentioned.

CUSTOMER

Signed By: _____

Title: _____

Print Name: _____

Witness

Name:

Address:

Calling or Description:

THE BARBADOS LIGHT & POWER COMPANY LIMITED

Signed By: _____

Title: _____

Print Name: _____

Witness

Name:

Address:

Calling or Description:

SCHEDULE A

1. **Customer:**

Address of Customer:

2. **Account Name:**

Account Number: _____

Service Address: _____

3. **Method of Notification:**

Notice Address

(Address of Customer or Service Address):

Attention:

Tel:

Fax:

Email:

4. **Interruptible Demand Period:** [_____ am to _____pm]

5. **Term:**

6. **Ending Date of the Pilot Programme:**

SCHEDULE B

Interruptible Service Rider

SCHEDULE C

[Large Power Tariff or Secondary Voltage Power Tariff]

(insert above the specific tariff applicable to the Customer)