



Inenco Group Limited and Freebridge Community Housing

Product Services Statement of Work

Entered into pursuant to a Master Services Agreement
SoW Ref: 351927/20220803/CC/BTR07214

03-08-2022

CONTENTS

CLAUSE

1	Definitions & Interpretation	3
2	Contract Structure	3
3	Commencement and duration	3
4	Change control	4
5	Charges and payment	4
6	Variation	4
7	Entire agreement	4
8	Conflict	4
9	Third party rights	4
10	Counterparts	4
Schedule 1	Product Services & SoW Charges	6

DATED

PARTIES

- (1) **INENCO GROUP LIMITED** incorporated and registered in England and Wales with company number 02435678 whose registered office is at Ribble House, Ballam Road, Lytham St. Annes, Lancashire, FY8 4TS (Inenco); and
- (2) **FREEBRIDGE COMMUNITY HOUSING** incorporated and registered in England and Wales whose registered office is at Juniper House, Austin Street, King’s Lynn, Norfolk, PE30 1DZ (Client).

BACKGROUND

- A. The parties entered into the Master Services Agreement (MSA) referenced 351927/20210826/SW/MSA so as to set out a framework upon which the Client can commission and Inenco can provide certain Product Services from time to time.
- B. The Client now wishes to commission Inenco to provide certain Product Services subject to the terms of this Product Services Statement of Work.

AGREED TERMS

1 Definitions & Interpretation

- 1.1 Subject to clause 1.2 the definitions used in the MSA shall have the same meaning in this Product Services Statement of Work.
- 1.2 The following definitions shall apply in this Product Services Statement of Work (SoW).

MSA	shall have the meaning given to it in Background A.
Product Services	means the services to be provided by Inenco to the Client as set out in Schedule 1 of this Product Services Statement of Work.
Product Services Commencement Date	means the date on which the Product Services are to commence as set out in Schedule 1 of this Product Services Statement of Work.
Product Services End Date	means the date on which the Product Services are to end as set out in Schedule 1 of this Product Services Statement of Work.
SoW Charges	means the charges payable by the Client for the Product Services; the amount of the charges (or the basis of calculation of the charges) are set out in Schedule 1 of this Product Services Statement of Work.

2 Contract Structure

- 2.1 Once this Product Services Statement of Work has been entered into by the parties it shall be legally binding and form part of the MSA (such that its terms and conditions apply to this Product Services Statement of Work and shall not form a separate contract to it).

3 Commencement and duration

- 3.1 This Product Services Statement of Work shall
 - 3.1.1 commence on the **Product Services Commencement Date**; and
 - 3.1.2 thereafter shall continue until the **Product Services End Date** subject to earlier termination in accordance with the provisions of the MSA.

4 Change control

- 4.1 If the parties agree to a Service Variation (pursuant to the change control procedure in the MSA), then they shall sign it and that Service Variation shall amend this Product Services Statement of Work.
- 4.2 If the parties are unable to agree a Service Variation, then for the avoidance of doubt the Product Services Statement of Work shall continue in force without taking account of the contentious draft Service Variation.

5 Charges and payment

- 5.1 In consideration of the provision of the Product Services by Inenco, the Client shall pay the SoW Charges.
- 5.2 Inenco shall invoice the Client for the SoW Charges at the intervals specified, in the Product Services Statement of Work. If no intervals are specified, Inenco shall invoice the Client at the end of each month for the Product Services performed during that month.

6 Variation

- 6.1 Subject to clause 4 (Change control) of this Product Services Statement of Work, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7 Entire agreement

- 7.1 This Product Services Statement of Work (and the MSA) constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8 Conflict

- 8.1 If there is an inconsistency between any of the provisions of this Product Services Statement of Work and the provisions of the MSA the provisions of the MSA shall prevail.

9 Third party rights

- 9.1 This Product Services Statement of Work does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10 Counterparts

- 10.1 This Product Services Statement of Work may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 Transmission of an executed counterpart of this Product Services Statement of Work or the executed signature page of a counterpart of this Product Services Statement of Work by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Product Services Statement of Work. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

This Product Services Statement of Work has been entered into on the date stated at the beginning of it.

<p>Duly authorised for and on behalf of INENCO GROUP LIMITED</p> <p>Signature [REDACTED] ...</p> <p>Name [REDACTED]</p> <p>Title [REDACTED] ...</p>	<p>Duly authorised for and on behalf of FREEBRIDGE COMMUNITY HOUSING</p> <p>Signature [REDACTED] ...</p> <p>Name [REDACTED]</p> <p>Title [REDACTED]</p>
--	--

Schedule 1

Product Services & SoW Charges

1. Product Services

1.1 The table below sets out the Product Services, the SoW Charges and related content

Product Services:	Procurement - Price Management – Portfolio
	Bureau Services - Invoice Management – Check & Correct (Original Invoices)
	Bureau Services – Bureau Reporting – Annual Budget
	Bureau Services – Bureau Reporting – Cost and Consumption
	Bureau Services – Bureau Reporting – Accruals
Product Services Commencement Date:	means 01/04/2023
Product Services End Date:	means 30/09/2026
Duration of the Product Services:	42 months
Deliverables:	Set out in section 2 below – Deliverables
SoW Charges:	The SoW Charges basis are as per MSA clauses 11 & 12. The details of which for the SoW are set out in the SoW Charges table below.
SoW Charges Invoices rendered	Except for Product Services payable via commission, Inenco shall invoice the Client for the SoW Charges quarterly in advance the Product Services performed during the following quarter. One invoice per specified period will cover all Product Services.
Portfolio Scope	The details of the Client’s portfolio as set out in the table below including number of meters, consumption and spend per utility.

Portfolio Scope

Utility	Number of meter sites	Current annual consumption kWh	Current annual spend	Supply contract renewal date
HH Electricity	5	400,482	£140,763	30/09/2022
NHH Electricity	247	1,270,045	£461,333	30/09/2022
Gas	23	3,120,956	£306,476	30/09/2022

Meter Site Tolerance

Inenco reserves the right to amend its fees pro-rata (i.e. total cost divided by total meter sites) for any meter sites added or deducted from the number set out in Portfolio Scope.

SoW Charges

Product	Utilities in scope	Fee	Invoice Method	Invoicing Frequency
Price Management - Portfolio	Electricity & Gas	£21,950 per annum collected as a commission.	Commission via the appointed utility provider(s)	Inenco will collect its fee as a commission via the appointed utility provider(s) throughout the duration of the utility supply agreement.
Invoice Management – Check & Correct (Original Invoices)				
Bureau Services – Bureau Reporting – Annual Budget				
Bureau Services – Bureau Reporting – Cost and Consumption				
Bureau Services – Bureau Reporting – Accruals				

The parties acknowledge and agree that where the Fee Type expressed is commission based, the relevant terms of the MSA apply, and that this is simply the method of payment/ collection. If the commission does not equate to the Fee, or a utility supplier does not pay the Fee, the Client shall still be responsible, and liable for, the full Fee Amount set out above.

Onboarding

There are obligations on the Client to enable Inenco to provide a successful onboarding phase which is required for timely and accurate service delivery.

The Client is required to provide mandatory information on contract acceptance. We are unable to commence onboarding for service delivery without this information.

In addition to the Onboard Requirements above, the client is required, where necessary, to at all times provide valid a Purchase Order (PO) to support the invoicing process. Disputed invoices due to Inenco

not being provided a valid PO, in accordance with the below, from the Client will be considered undisputed and subject clause 11.3 of the MSA.

If the Client opts to pay a direct fee and operates a purchase order process, then Inenco require:

- ⚙ A purchase order to the value of the whole contract or the first year.
- ⚙ First PO to be received within 3 weeks of the signature date.
- ⚙ Further PO's to be provided two months before the expiry of the previous one.
- ⚙ If a PO is not received within these guidelines, then the Client accepts that they will be invoiced and must pay without a PO being in place.
- ⚙ If the Client operates a system whereby the PO is raised post production of the sales invoice, then please inform Inenco.
- ⚙ The Client needs to provide the contact details for the person responsible for providing the PO.
- ⚙ PO's should clearly state the service covered, value, period and invoicing requirements including the Client name and address.
- ⚙ PO's should be emailed to the clients account manager and billing.team@inenco.com.

2. Deliverables

Product	No.	Deliverable
Account Management		
Account Management	AM	Inenco will arrange annual Account Review Meetings/Teleconferences with the Client to review contract performance.
Client Services Helpdesk		
Client Services Helpdesk	CSH - 1	The Client can raise queries via a central helpdesk e-mail address (ClientServiceTeam@inenco.com) or by phone (01253 785235), with availability during working hours (08:45 to 17:00, Monday to Thursday, 09:00 to 16:00 on Friday).
	CSH - 2	All queries and requests are logged on the system within 24 hours and assigned a unique ID number.
	CSH - 3	If a query cannot be resolved on first contact (due to complexity or reliance on third-party involvement), it is issued to a specialist for resolution. Inenco will work with the Utility Providers on Client's behalf to bring any invoice issues to a resolution, escalating where necessary to get the desired outcome for both Inenco and the Client.
Procurement		
Price Management - Portfolio	PM - P1	Inenco will conduct a strategy discussion with the Client prior to each contract renewal point in order to select & confirm the strategy mix/utility providers required.
	PM - P2	Inenco will request portfolio contracts from the relevant Utility Providers once the strategy has been signed off by the Client.
	PM - P3	Upon receipt, Inenco will send the portfolio contracts to the Client for signature & return.
	PM - P4	Inenco will serve a termination notice to existing Utility Providers for the current supply contract so that the supplies are free to enter into a new supply contract upon the expiry of the current one.
	PM - P5	Inenco will advise the Client of any credit issues identified by the utility providers and the Client will be required to engage directly with the Utility Providers in order to resolve these (Note: until credit issues are resolved by the Client, Inenco will hold activity in relation to securing a supply contract).
	PM - P6	Upon receipt of the signed portfolio contracts from the Client, Inenco will return these to the Utility Providers so that the appropriate supplies can be added to the relevant portfolio trade shape.
	PM - P7	Once the supplies have been added to the relevant portfolio trade shape, Inenco can commence with actively managing the trading position in line with the agreed strategy.
	PM - P8	Inenco will provide details of the final billing rates, together with a trading report, to the Client.
	PM - P9	Prior to the start date of the new supply contract, Inenco will complete a check with the Utility providers to ensure the supply has been registered by them.

Product	No.	Deliverable
	PM - P10	Inenco will inform the Client of any registration objections that occur, along with details regarding what actions need to be taken by the client in order to resolve.
	PM - P11	Inenco will add any Client notified site additions to the Client's group contract using the LOA.
	PM - P12	Note: 1. Termination of the portfolio contracts can only be served to the Utility Providers by the Client & within the timescales noted in the portfolio contract, otherwise they will extend in line with the detail noted in the portfolio contract.
	PM – P13	2. Where the existing supply contract end date is not aligned to the start date of the portfolio, Inenco will facilitate a bridging contract offer from either the existing or portfolio supplier.
BUREAU SERVICES		
Invoice Management – Check & Correct (Original Invoices)	IM - IVO1	Inenco will request from the Utility Providers that the original supply invoices (in Ebill form where possible) are re-directed to them and that no paper invoices are provided to any party.
	IM - IVO2	Inenco will process the supply invoices upon receipt in line with the relevant SLA (within 5 working days of receipt).
	IM - IVO3	Inenco will complete the following Validation checks on each processed supply invoice: <ul style="list-style-type: none"> ⦿ Invoice is mathematically correct; ⦿ Invoiced by correct supplier; ⦿ Correct fully delivered unit rates charged (Note: reference rates and reconciliations will not be checked); ⦿ Correct fiscal meters invoiced; ⦿ Correct VAT / CCL applied; ⦿ Fiscal meter reads follow on from previous invoice; ⦿ Available capacity levels match initial invoice provided (or connection agreement if provided); ⦿ Invoice does not overlap another invoice; ⦿ Invoice does not cover pre-meter installation/site acquisition nor post meter removal/site disposal.
	IM - IVO4	Inenco will base this validation on the data in Inencos system and on the provision of the following data from the Client if provided: <ul style="list-style-type: none"> ⦿ Client arranged supply contracts, VAT/CCL declarations, PP10/PP11 forms, EII discount forms, meter serial numbers, connection agreements, site addresses, site acquisitions/disposals (with dates & start/final reads), invoice information from invoice closest to the set-up point – this will be included in the set-up sign-off sent to the Client.
	IM - IVO5	Following the processing of the supply invoices, Inenco will produce a payment journal (at the required frequency up to one per week dependent upon Inenco invoicing frequency) in a standard format and provide to the Client to a nominated contact.

Product	No.	Deliverable
		<p>Based on how the Utility Provider provides data to Inenco, we will forward either of the following along with your payment journal:</p> <ul style="list-style-type: none"> ⦿ Copies of any excel based ebilling received from the supplier, or ⦿ Copies of PDFs as provided by suppliers
	IM - IVO6	Inenco will provide the payment journal on a pay & recover basis to the Client and Inenco will log queries identified through the validation process, with the relevant party post journal delivery.
	IM - IVO7	Inenco will provide the Client with a monthly query log in a standard format.
	IM - IVO8	Inenco can notify the Client of any unexpectedly large cost based invoices received if the Client opts in to this service. Once the Client opts in Inenco will agree with the Client what thresholds to apply. Notification of any unexpectedly large cost based invoices will be provided via a letter that will accompanies the journal.
	IM - IVO9	<p>Inenco will, upon receipt of any debt chase or disconnection notices, inform the Client to make payment should the invoice have been journaled previously by Inenco. The Client is responsible for ensuring payment is made and the Utility Provider updated.</p> <p>Where the invoice has not been previously received by Inenco, Inenco will request the missing invoices and ask that the Utility Provider cease action pending receipt. Any missing invoices will be processed and journaled in the same manner as an original invoice subject to the terms of clause IV02-IV05.</p>
Bureau Reporting – Budgets (Annual)	BR - B1	Inenco will agree a date for delivery of a draft version of the budget report and delivery of a final version of the budget report with the Client.
	BR - B2	Inenco will confirm the methodology of budget calculation to the Client.
	BR - B3	Inenco will provide a site list and meter site list to the Client which the Client will need to sign off as the basis of the budget.
	BR - B4	Inenco will request confirmation from the Client of the usage profile to be used.
	BR - B5	Inenco will produce the budget report using a combination of current pricing and future forecasted rates.
	BR - B6	<p>Inenco will produce a budget report containing:</p> <ul style="list-style-type: none"> ⦿ A summary worksheet ⦿ A worksheet for each utility ⦿ A worksheet showing all the assumptions made or agreed criteria
	BR – B7	Inenco will deliver the draft version of the budget report to the Client as a discussion document, and feedback will be incorporated into the final version of the budget report.
	BR – B8	Once the feedback has been incorporated into the draft version of the budget report, Inenco will deliver the final version of the budget report to the Client.

Product	No.	Deliverable
Bureau Reporting – Accrual Report	BR – A1	Inenco will agree with the Client, the monthly date for the accrual report to be delivered.
	BR – A2	Inenco will agree the methodology of accrual calculation for each utility with the Client based on one of the following: <ul style="list-style-type: none"> ⦿ Half-Hourly Data (HHD) for Half-Hourly (HH) electricity meters ⦿ A budgeted cost per day ⦿ A profiled usage per period multiplied by an average unit rate
	BR – A3	Inenco will email the accrual report to named recipients, as confirmed by the Client.
	BR – A4	Inenco will provide an accrual report containing summary worksheet & individual worksheets for each of the utilities showing the accruals for each period within a chosen period.
	BR – A5	Note: Inenco will only provide an accrual reporting service if the Client is receiving Invoice Validation, on Original invoices on a Pay & Recover basis.
Bureau Reporting – Cost & Consumption Reporting	BR – C1	Inenco will agree the monthly delivery date for the cost & consumption report with the Client.
	BR – C2	Inenco will provide a standard cost & consumption report to the client which will contain 12 months of data with two worksheets covering costs and consumptions.
	BR – C3	Inenco will source the majority of the data from supply invoices, but interval/HH data will be utilised if available in the absence of the supply invoices.

www.inenco.com

