

**ANNEX 13:
MINI-GRID CUSTOMER CONTRACT TEMPLATE**

<p style="text-align: center;">Contract No. XXX Type of contract: (residential/commercial/industrial/special)</p>

THIS AGREEMENT is made on this [DATE]

BETWEEN:

[NAME], a company duly incorporated under the laws of the Federal Republic of Nigeria and having its registered office at [OFFICE ADDRESS] hereinafter called the “**Mini-Grid Operator**” which expression shall where the context so admits include its successors-in-title,

AND

Surname: _____ **First name:** _____

Phone 1: _____ **Phone 2:** _____ **Email:** _____

Address: _____ **ID No.:** _____

Village: _____ **LGA:** _____ **State:** _____

Hereinafter called “**the Client**”.

In this Agreement, the **Mini-Grid Operator** and the **Client** are referred to collectively as “Parties” and individually as “Party”.

The **Client** agrees to the terms and conditions of this contract and subscribes to the electricity supply service provided by the **Mini-Grid Operator** as described below.

ARTICLE 1

CONTRACT DURATION

1.1 This contract shall commence on the date of this contract and shall continue until terminated by either Party upon the occurrence of a Party committing a breach of this contract, which in the case of a breach that is capable of remedy, has not been remedied within [30] days (or such other period as may be agreed between the Client and the Mini-Grid Operator).

ARTICLE 2

ELECTRICITY SERVICE SUBSCRIPTION

2.1 The **Client** agrees to have subscribed to the electricity supply service [<name service>] with the following limits

Electrical power: max. Watt (W)

Electrical energy: max. kilowatt hours (kWh) per day/week/month
(Alternatively: Usage time: max. hours (h) per day/week/month at max. electrical power)

ARTICLE 3

QUALITY OF ELECTRICITY SUPPLY

3.1 The electricity supplied by the **Mini-Grid Operator** has a nominal electrical voltage of Volts (V) single-phase and V three-phase at a nominal electrical frequency of Hertz (Hz). The maximum voltage fluctuations will be \pm ... % of the nominal value and the maximum frequency fluctuations will be \pm ... % of the nominal value.

3.2 The electricity is supplied by the means of:

Type of (prepaid) electricity meter

Number of phases:

3.3 The meter will be installed at (inside/outside of the **Client's** house, distribution grid pole, others).

3.4 The **Client** undertakes to ensure the safety of the device and to be held liable for any damage except for damages which are not due to the fault of the Client or are beyond the Client's control.

3.5 The **Client** agrees to grant the **Mini-Grid's** staff or representatives reasonable access to his/her premises to inspect, maintain, repair or replace the metering device provided that the Mini-Grid Operator gives the Client at least 3 days' notice of its intention to undertake such activities on the metering device.

ARTICLE 4

INDOOR INSTALLATIONS

4.1 The **Mini-Grid Operator** agrees to finance the cost for the procurement and installation of the following electrical equipment within the **Client's** premises within days after signing of this contract:

List of material

e.g.: XX m of cable type XXX

XX energy saving light bulbs XX

W XX bulb sockets

XX switches XX

plug sockets XX

joint boxes

Accessories [...]

Total cost of indoor installation package (procurement and installation):

_____ NGN

4.2 The **Client** agrees to grant the Mini-Grid Operator and its electricians reasonable access to his/her premises to undertake the installations, provided that the Mini-Grid Operator gives the Client at least 3 days' notice of its intention to undertake such installations.

4.3 The indoor installation material(s) will remain the sole property of the **Mini-Grid Operator** until the **Client** has paid in full the Mini-Grid Operator for such material(s).

4.4 The **Client** agrees to grant the **Mini-Grid's** Operator's staff and, representatives reasonable access to his/her premises for to inspect, maintain, repair or replace the indoor installation equipment at any time, provided that the Mini-Grid Operator gives the Client at least 3 days' notice of its intention to undertake such activities.

ARTICLE 5

UPFRONT PAYMENT

5.1 Upon execution of this contract, the **Client** agrees to make an upfront payment to the **Mini-Grid Operator** consisting of:

Security deposit: _____ NGN

Contribution to indoor installations investment: _____

NGN

Total: _____ NGN

5.2 The Parties agree that the security deposit shall be used to offset any payments due from the Client to the **Mini-Grid Operator**.

ARTICLE 6

ENERGY PAYMENTS

6.1 Upon commencement of the electricity supply service, the **Client** agrees to make the following payments to the **Mini-Grid Operator**:

a) Reimbursement to indoor installations investment: _____ NGN per week/month
b) Payment of electricity consumption: _____ NGN per week/month

Total: _____ NGN per week/month

6.2 The payment terms are as follows:

[For the reimbursement for indoor installations investments, the Parties agree that the Client shall make the payments set out above on the 5th day of each month ("Payment Date"). Where the 5th day is not a working day, the Client shall make the payment, on the next working day.]

ARTICLE 7

MODE OF OPERATION

7.1 Short description of mode of operation of power station

7.2 Description of mode of operation of the electricity meter (Exceeding power and energy limits, payment procedure, balance uploading, etc.)

7.3 The electricity supply can be subject to temporary disturbances due to various events which include but are not limited to severe climatic condition, incident, vandalism and maintenance of the system.

7.4 The Client acknowledges that the occurrence of any of these events will affect his/her access to electricity and quality of electricity received from the Mini-Grid Operator.

7.5 Upon the occurrence of any of the events in Article 7.3 above the Parties agree that the **Mini-Grid Operator** shall not be responsible for providing back-up electricity supply solution to the **Client** or any additional protection electrical appliances used by the **Client**.

7.6 Where the Client fails to make the required payment in Article 6.1 (b) by the Payment Date, the Client and the Mini-Grid Operator shall negotiate credit extension terms.

7.7 Where on three consecutive Payment Dates, the Client fails to make the indoor installation investment payments in Article 6.1(b), the Mini-Grid Operator may proceed to remove the indoor installations provided that the Mini-Grid Operator has given the Client at least one month's notice of its intention to the Client's address.

ARTICLE 8

ELECTRICITY THEFT

8.1 Any attempt of electricity theft by **the Client** will be persecuted and leads to immediate termination of this contract.

ARTICLE 9

LIABILITY OF THE MINI-GRID OPERATOR

9.1 Subject to the limitations described in this clause, the **Mini-Grid Operator** is liable for any loss, liability or expense, which the **Client** may suffer or incur as a direct result of any negligence or breach of this contract by the **Mini-Grid Operator**.

9.2 The **Mini-Grid Operator** is not liable to the extent that the **Client's** equipment caused or contributed to the problem.

9.3 The **Mini-Grid Operator** is not liable for any interruption of the electricity supply if the interruption was caused by events or circumstances beyond the control of the Mini-Grid Operator.

9.4 **The Mini-Grid Operator** is not liable for any damage caused to the **Client** due to improper use of electricity or electrical equipment.

ARTICLE 10

GOVERNING LAW

10.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation **including** non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

ARTICLE 11

DISPUTE RESOLUTION

11.1 Except as otherwise provided in this Agreement, any dispute of whatever nature which may arise between all or any of the Parties out of or in connection with this Agreement shall be dealt with in accordance with the procedure set out in Annex 9 (Complaints Procedure Guidelines) or Annex 10 (Dispute Resolution Mechanism) of the Mini-Grid Regulations.

IN WITNESS whereof this Agreement was executed the day and year first above written.

For **[MINI-GRID OPERATOR]**

Signed at on this day of2016.

By:

Name:

WITNESSES

1.

2.

For **[CLIENT]**

Signed at on this day of2016.

By:

Name:

WITNESSES

1 . _____

2 . _____