

# EFET

## European Federation of Energy Traders

Amstelveenseweg 998 / 1081 JS Amsterdam  
Tel: +31 20 5207970/Fax: +31 20 6464055

E-mail: [secretariat@efet.org](mailto:secretariat@efet.org)

Webpage: [www.efet.org](http://www.efet.org)

## UK 5:5 BEACH APPENDIX

to the  
EFET General Agreement  
Concerning the Delivery and Acceptance of Natural Gas  
Version 2.0(a)/May 11, 2007  
(the “UK 5:5 Beach Appendix”)

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# EFET

## European Federation of Energy Traders

**UK 5:5 Beach Appendix  
to the  
General Agreement  
Concerning the Delivery and Acceptance of Natural Gas  
Version 2.0 (a)/May 11, 2007**

### UK 5:5 BEACH APPENDIX

dated as of \_\_\_\_\_ 20[ ]  
(the “Appendix Effective Date”)

Between

[Party A]

and

[Party B]

By executing this UK 5:5 Beach Appendix the Parties modify, supplement and amend the terms of that certain previously executed General Agreement as of [Effective Date] to provide that the terms of this UK 5:5 Beach Appendix shall be incorporated therein and shall be applicable to and thereafter govern all Individual Beach Contracts (as defined below).

All transactions entered into by the Parties for and concerning the delivery and acceptance of Natural Gas at a 5:5 Beach Delivery Point (as defined below), which were entered into prior to the Appendix Effective Date, but which remain either fully or partially unperformed as of such Appendix Effective Date shall, as of the Appendix Effective Date

[ ] become Individual Beach Contracts hereunder.

[ ] **only** become Individual Beach Contracts hereunder if so agreed in writing between the Parties.

As of the Appendix Effective Date, any contrary prior election by the Parties in § 1.1 of the Election Sheet to the General Agreement is hereby amended to provide that the General Agreement, as amended by this UK 5:5 Beach Appendix shall apply to all Individual Beach Contracts.

## UK 5:5 BEACH APPENDIX

The provisions of the General Agreement are hereby amended and supplemented as follows:

### Part I: General Terms

#### 1.1 UK 5:5 Beach Sub Terminals

The Parties acknowledge that certain Natural Gas processing sub terminals in the United Kingdom operate on a 0600 hours to 0600 hours CET day (being 0500 hours to 0500 hours GMT/ British Summer Time) (each a “**UK 5:5 Beach Sub Terminal**”) whilst other Natural Gas processing sub terminals in the United Kingdom continue to operate on a 0700 hours to 0700 hours CET day (being 0600 hours to 0600 hours GMT/British Summer Time) (each a “**UK 6:6 Beach Sub Terminal**”). The Parties further acknowledge that:

- (a) this UK 5:5 Beach Appendix is only suitable for use for the sale and purchase of Natural Gas at a Delivery Point that is connected to a UK 5:5 Beach Sub Terminal; and
- (b) certain Natural Gas processing sub terminals become UK 5:5 Beach Sub Terminals on 1<sup>st</sup> October 2015 and others may become UK 5:5 Beach Sub Terminals after 1<sup>st</sup> October 2015.

#### 1.2 Subject of UK 5:5 Beach Appendix.

**Incorporation of Beach 2015 (5:5) Terms and Amendment of General Agreement for Individual Beach Contracts.** This UK 5:5 Beach Appendix: (a) incorporates by specific reference certain terms and provisions of the “Standard Terms and Conditions for the Sale and Purchase of Natural Gas for UK Short Term Deliveries at the Beach Sub Terminals using an 0500 Hours to 0500 Hours Gas Day” (the “**Beach 2015 (5:5) Terms**”); and (b) modifies, amends and supplements certain provisions of the General Agreement and, together with the General Agreement, shall apply to and govern any Individual Contract entered into by the Parties for the delivery and acceptance of Natural Gas at a Delivery Point connected to a UK 5:5 Beach Sub Terminal (each such Individual Contract a “**Beach Transaction**”) and to any Option on the delivery and acceptance of Natural Gas at a Delivery Point connected to a UK 5:5 Beach Sub Terminal (each such Option a “**Beach Option**”) which the Parties agree, either through the application of § 1.3 or otherwise in respect of a specific Individual Contract, shall be subject to the terms of this UK 5:5 Beach Appendix. Beach Transactions and Beach Options are referred to in this UK 5:5 Beach Appendix as “**Individual Beach Contracts**” and a “**5:5 Beach Delivery Point**” shall mean each System Entry Point at which Natural Gas is delivered to the United Kingdom from a UK 5:5 Beach Sub Terminal and enters the National Transmission System.

- 1.3 **Applicability to Individual Contracts entered after the Appendix Effective Date.** If this § 1.3 is specified as applying in Part II, as of the Appendix Effective Date, any future transactions between the Parties for the delivery and acceptance of Natural Gas (together with Options on the delivery and acceptances of Natural Gas) at a 5:5 Beach Delivery Point with a Total Supply Period starting on or after the date on which the applicable Natural Gas processing sub terminal became a UK 5:5 Beach Sub Terminal shall automatically be subject to the General Agreement, as it is modified, supplemented and amended by this UK 5:5 Beach Appendix, without further action by the Parties unless the agreed upon terms of such transaction expressly provide that it shall not be subject to the General Agreement as amended by this UK 5:5 Beach Appendix. For all other types of Individual Contracts, the General Agreement shall remain unchanged by this UK 5:5 Beach Appendix.

- 1.4 **Conversion of a UK 6:6 Beach Sub Terminal to a UK 5:5 Beach Sub Terminal.** If a UK 6:6 Beach Sub Terminal becomes a UK 5:5 Beach Sub Terminal after the Appendix Effective Date, then the terms of this UK 5:5 Beach Appendix shall apply to any Individual Contracts already entered into by the Parties under the General Agreement for delivery at such 5:5 Beach Delivery Point solely in respect of that part of the Total Supply Period starting on the date on which the UK 6:6 Beach Sub Terminal becomes a UK 5:5 Beach Sub

Terminal.

## 2. Definitions and Construction.

### 2.1. Definitions.

(a) Capitalised terms used in this UK 5:5 Beach Appendix and not otherwise defined either here or in the General Agreement shall have the meanings given to them in Clause 1 (Definitions) of the Beach 2015 (5:5) Terms and all such definitions are incorporated by reference herein. If a Clause from the Beach 2015 (5:5) Terms is incorporated into this UK 5:5 Beach Appendix, then the definitions of any defined term in that Clause are also incorporated into this UK 5:5 Beach Appendix.

(b) For the purposes of this UK 5:5 Beach Appendix and all Individual Beach Contracts, the following terms, defined in the Beach 2015 (5:5) Terms, shall be read as synonymous with the corresponding term used in the General Agreement as follows:

<b>Beach 2015 (5:5) Terms</b>	<b>General Agreement Terms</b>
Banking Day	Business Day
Payment Banking Day	Business Day
LIBOR	Interest Rate
Daily Quantity	Contract Quantity
Excess Gas	the absolute value of the Default Quantity
Off-Specification Gas	Off-Spec Gas
Quality Specification	Transportation Requirement
Shortfall Gas	Default Quantity
Supply Period	Total Supply Period
Transactions	Individual Beach Contracts
Transaction Agreement	Confirmation

(c) Any reference to the term “Contract Quantity” with respect to an Individual Beach Contract shall refer to the definition of such term in the General Agreement only provided that the words "expressed in MWh," shall be deleted from such General Agreement definition.

(d) For the purposes of this UK 5:5 Beach Appendix, a “Day” shall mean a period beginning at 0600 hours CET on a day and ending at 0600 hours CET on the following day.

(e) For the purposes of this UK 5:5 Beach Appendix, the definition of “Nomination and Allocation Arrangements” shall be amended to including the procedures of the Claims Validation Agent in accordance with the relevant Claims Validation Services Agreement and/or the Agreement for the Provision of Claims Validation Information.

(f) For the purposes of this UK 5:5 Beach Appendix, “UK Time” shall be a reference to GMT or British Summer Time as applicable.

2.2 **Inconsistencies.** In the event of any inconsistency between the General Agreement and this UK 5:5 Beach Appendix, this UK 5:5 Beach Appendix will prevail for purposes of all Individual Beach Contracts. In the event of any inconsistency between the terms of an Individual Beach Contract (whether evidenced in a Confirmation or otherwise) and the provisions of either this UK 5:5 Beach Appendix or the General Agreement (as amended by this UK 5:5 Beach Appendix), the terms of the Individual Beach Contract shall prevail for the purpose of that Individual Beach Contract.

2.3 **Interpretation and Internal Cross-references.** Sub-Clauses 1.2 and 1.3 of Clause 1 (Definitions) of the Beach 2015 (5:5) Terms are incorporated by reference in this UK 5:5 Beach Appendix. Where Clauses of the Beach

2015 (5:5) Terms which refer to other Clauses of the Beach 2015 (5:5) Terms are incorporated into this UK 5:5 Beach Appendix such other Clauses shall also be incorporated into this UK 5:5 Beach Appendix to the extent required.

- 2.4 **References to Time.** Notwithstanding a contrary specification in the General Agreement but subject to § 2.1(d), for purposes of Individual Beach Contracts, references to time shall be construed as referring to UK Time.

3. **Concluding and Confirming Individual Beach Contracts.**

- 3.1 **Form of Confirmation for Individual Beach Contracts.** For purposes of Individual Beach Contracts, § 3.2 (Confirmations) of the General Agreement shall be amended by deleting the reference in the last line to “Annex 2a-d” and replacing it with “Annex 2 A-D UK 5:5 Beach which are attached to this UK 5:5 Beach Appendix and shall be added for use in Individual Beach Contracts.

- 3.2 **Alternate Confirmation Procedure.** If this § 3.2 is specified as applying in Part II of this UK 5:5 Beach Appendix, for the purposes of Individual Beach Contracts the confirmation procedure set out in sub-Clauses 3.1 to 3.9 of Clause 3 (Notifying a Transaction Agreement) of the Beach 2015 (5:5) Terms shall replace the procedure set out in § 3.2 (Confirmations) and § 3.3 (Objections to Confirmations) of the General Agreement.

4 **Delivery and Acceptance and Net Scheduling Obligations.**

- 4.1 § 4.1(a) of the General Agreement shall be amended by adding the following sentence between “of the Total Supply Period.” in the fourth line and “In performing” in the fourth and fifth line:

“For the purposes of Individual Beach Contracts, a Party’s obligations to “deliver and accept” shall take account of the terms of sub-Clauses 2.2 and 2.3 of Clause 2 (General Matters) of the Beach 2015 (5:5) Terms (which provisions are by this reference incorporated in this UK 5:5 Beach Appendix) and any terms contained in § 4.1 (*Delivery and Acceptance and Net Scheduling Obligations*) and § 4.2 (*Definition of Schedule and Applicable Code*) of the General Agreement which are inconsistent with such provisions of the Beach 2015 (5:5) Terms shall be deemed amended accordingly.”

- 4.2 For the purposes of Individual Beach Contracts § 4.1 (*Delivery and Acceptance and Net Scheduling Obligations*) of the General Agreement shall be amended by inserting sub-Clauses 4.2, 4.3 and 4.6 of Clause 4 (Delivery Obligations) of the Beach 2015 (5:5) Terms (which provisions are by this reference incorporated in this UK 5:5 Beach Appendix) as an additional §§ 4.1(c), (d) and (e) of the General Agreement, respectively.

- 4.3 For the purposes of Individual Beach Contracts, §6.4 (*Measurement of Natural Gas Deliveries and Receipts*) shall be amended to read as follows: “ In respect of an Individual Beach Contract and each Time Unit of the Total Supply Period, the quantity of Natural Gas delivered by the Seller and accepted by the Buyer (the “**Delivered Quantity**”) for such Individual Beach Contract for such Time Unit shall be that quantity of Natural Gas finally validated by the Claims Validation Agent pursuant to, and in accordance with, the relevant Claims Validation Agency Agreement (except that for an Individual Beach Contract at a Delivery Point that is not subject to a Claims Validation Agency Agreement, the quantity of Natural Gas delivered shall be the quantity allocated as such by National Grid) provided however that, subject to § 4.1(b) (*Delivery and Acceptance and Net Scheduling Obligations*), where there is more than one Individual Beach Contract between the Parties for a Time Unit at the same Delivery Point, the Delivered Quantity shall be deemed to be a reference to the Quantity of Natural Gas delivered by the Net Seller and accepted by the Net Buyer in respect of all such Individual Beach Contracts.”

5. **Non-Performance of Individual Beach Contracts Due to Force Majeure.**

- 5.1 **Definition of Force Majeure.** For the purposes of Individual Beach Contracts, § 7.1 (*Definition of Force Majeure*) of the General Agreement shall be amended by:

(i) inserting sub-Clauses 9.1.3 (a) and (b) of Clause 9 (Force Majeure) of the Beach 2015 (5:5) Terms (which

provisions are by this reference incorporated in this UK 5:5 Beach Appendix) as a new § 7.1 (c) and § 7.1 (d), respectively; and

(ii) deleting the final sentence of §7.1 of the General Agreement and in its place adding sub-Clauses 9.1.4 and 9.3 of Clause 9 (Force Majeure) of the Beach 2015 (5:5) Terms to § 7.1 of the General Agreement to constitute exceptions to “Force Majeure” (and sub-Clauses 9.1.4 and 9.3 of Clause 9 (Force Majeure) of the Beach 2015 (5:5) Terms are reference incorporated in this UK 5:5 Beach Appendix provided that the words “Notwithstanding Clause 9.1” shall be deleted from sub-Clause 9.3 of the Beach 2015 (5:5) Terms).

5.2 **Notification and Mitigation of Force Majeure.** For the purposes of Individual Beach Contracts, § 7.3 (*Notification and Mitigation of Force Majeure*) of the General Agreement shall be deleted and replaced with sub-Clauses 9.4 and 9.5 of Clause 9 (Force Majeure) of the Beach 2015 (5:5) Terms (which provisions are incorporated in this UK 5:5 Beach Appendix).

5.3 **Apportion.** If this § 5.3 is specified as applying in Part II of this UK 5:5 Beach Appendix, the Parties shall with respect to Individual Beach Contracts amend § 7 (*Non-Performance Due to Force Majeure*) of the General Agreement by inserting sub-Clauses 9.6 and 9.7 of Clause 9 (Force Majeure) of the Beach 2015 (5:5) Terms (which provisions are incorporated in this UK 5:5 Beach Appendix) as an additional § 7.6 (Apportion) (a) and (b).

## 6. Remedies for Failure to Deliver or Accept the Contract Quantity.

6.1 **Underdelivery and Overdelivery.** For the purposes of Individual Beach Contracts, § 8.1 (*Underdelivery*) and § 8.3 (*Overdelivery*) of the General Agreement shall be deleted and replaced with, respectively, the provisions of sub-Clauses 7.1 to 7.3 of Clause 7 (Shortfall Gas) of the Beach 2015 (5:5) Terms and sub-Clause 4.5 of Clause 4 (Delivery Obligations) of the Beach 2015 (5:5) Terms, each of which Clauses is incorporated in its entirety in this UK 5:5 Beach Appendix.

6.2 **Under and Over Acceptance.** For the purposes of Individual Beach Contracts, § 8.2 (*Under Acceptance*) and § 8.4 (*Over Acceptance*) of the General Agreement shall be deleted in their entirety.

## 7. Off-Spec Gas

7.1 For the purposes of Individual Beach Contracts, §§ 8a.1 to 8a.4 inclusive of the General Agreement shall be deleted in their entirety and replaced with sub-Clauses 6.1, 6.2, 6.3 and 6.4.1 of Clause 6 (Quality, Pressure and Off-Specification Gas) of the Beach 2015 (5:5) Terms (which provisions are by this reference hereby incorporated in this UK 5:5 Beach Appendix) as new §§ 8a.1, 8a.2, 8a.3 and 8a.4 respectively.

7.2 **Indemnity.** For the purposes of Individual Beach Contracts, § 8a (*Off-Spec Gas*) of the General Agreement shall be amended by deleting the existing § 8a.5 (*Indemnity*) and inserting in its place sub-Clauses 6.4.2 and 6.4.3 of Clause 6 (Quality, Pressure and Off-Specification Gas) of the Beach 2015 (5:5) Terms (which provisions are incorporated in this UK 5:5 Beach Appendix).

7.3 **Payment for Off-Spec Gas:** In the second line of §8a.6 the words “and accepted” shall be added after the word “delivered”.

## 8. Currency Conversion.

Subject to §9 (*Currency for Payments*) of this UK 5:5 Beach Appendix, if any amounts calculated, payable, quoted or incurred under in respect of an Individual Beach Contract are in pounds sterling or another currency other than Euros, the Party calculating, netting, setting off or otherwise working with such amount may, in good faith covert such amount into its Euro equivalent using a conversion rate commercially reasonable at such time.

## 9. Currency for Payments

Unless otherwise agreed in respect of an Individual Beach Contract, the Contract Price for Individual Beach Contracts

shall be denominated in pounds sterling and all invoices shall be issued and paid in pounds sterling.

**10. Miscellaneous.**

- 10.1 **Entirety.** The terms of each Individual Beach Contract, as modified and supplemented by the General Agreement (inclusive of this UK 5:5 Beach Appendix), shall be the entire agreement between the Parties with respect to such Individual Beach Contract and shall supersede and extinguish any provisions and representations previously given or agreed between the Parties with respect to such Individual Beach Contract, whether orally or in writing.
- 10.2 **Waiver.** No waiver by either Party of any breach by the other Party in respect of an Individual Beach Contract shall operate or be construed as a waiver of any other breach.
- 10.3 **Confidentiality.** For the purposes of each Individual Beach Contract, the words "to the relevant Claims Validation Agent" shall be added after the words "Network Operator" in § 20.2(c) of the General Agreement.
- 10.4 **Representations and Warranties.** The following additional representation and warranty shall be added as additional §21(m) for the purposes of all Individual Beach Contracts: "it is and will be through the subsistence of each Individual Beach Contract a party to the Claims Validation Services Agreement and/or the Agreement for the Provision of Claims Validation Information if required at the Delivery Point."
- 10.5 **Governing Law.** If this §10.5 is specified as applying in Part II of this UK 5:5 Beach Appendix, then notwithstanding the terms of § 22 of the General Agreement, the question of whether any event or circumstance is an event of Force Majeure in respect of an Individual Beach Contract shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts for such purposes.<sup>1</sup>

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<sup>1</sup> Without prejudice to the general waiver, EFET recommends parties to seek their own legal advice on the potential risk of using a governing law different to the law elected in §22 of the General Agreement for the Force Majeure Event of this UK Beach Appendix.

**Part II:**

ELECTIONS FOR CUSTOMISATION OF PROVISIONS IN THIS UK 5:5 BEACH APPENDIX:

**§ 1**

**Subject of UK 5:5 Beach Appendix**

§ 1.3                      Applicability to Individual Contracts:                      [ ]                      § 1.3 shall apply

**§ 3**

**Concluding and Confirming Individual Beach Contracts**

§ 3.2                      Alternate Confirmation Procedure:                      [ ]                      § 3.2 shall apply

**§ 5**

**Non-Performance of Individual Beach Contracts Due to Force Majeure**

§ 5.3                      Apportion:                      [ ]                      § 5.3 shall apply

**§ 10**

**Governing Law**

§10.5                      Governing Law for Force Majeure Events:                      [ ]                      § 10.5 shall apply.

ADDITIONAL PROVISIONS / AMENDMENTS TO THE UK 5:5 BEACH APPENDIX



IN WITNESS whereof this UK 5:5 Beach Appendix has been duly executed by the duly authorised representative(s) of each Party on the respective dates set out below with effect from the Appendix Effective Date.

IN WITNESS whereof this UK 5:5 Beach Appendix has been duly executed by the duly authorised representative(s) of each Party on the respective dates set out below with effect from the Appendix Effective Date.

[Name of Party]	[Name of Party]
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

Annex 2A

CONFIRMATION OF INDIVIDUAL CONTRACT FOR UK 5:5 BEACH TRANSACTIONS (FIXED PRICE)

**Trade Date :**

**Between**

**Seller :**

**Buyer :**

**Contract Quantity:**

**Delivery Point :**

**INTER SYSTEM**

**Seller's System:**

**Buyer's System:**

**Contract Price:**

**Time Unit :** one (1) Day

**Total Supply Period :** From 0500 hours (UK Time) on [ / / ] to 0500 hours (UK Time) on [ / / ]

**Tolerance :**

This Confirmation confirms the Individual Beach Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the UK 5:5 Beach Appendix and supplements and forms part of that General Agreement including the UK 5:5 Beach Appendix. In case of any inconsistencies between the terms of this Confirmation and the Individual Beach Contract, please contact us immediately.

**Date :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

Annex 2B

CONFIRMATION OF INDIVIDUAL CONTRACT FOR UK 5:5 BEACH TRANSACTIONS (FLOATING PRICE)

**Trade Date :**

**Between**

**Seller :**

**Buyer :**

**Contract Quantity:**

**Delivery Point :**

**INTER SYSTEM**

**Seller's System:**

**Buyer's System:**

**Time Unit :** one (1) Day

**Total Supply Period :** From 0500 hours (UK Time) on [ / / ] to 0500 hours (UK Time) on [ / / ]

**Commodity Reference Price :** [ ]

**Alternate Commodity Reference Price :** [ ]

**Calculation Date :** [ ]

**Calculation Agent :** [ ]

**Calculation Method :** [ ]

**Tolerance :**

This Confirmation confirms the Individual Beach Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the UK 5:5 Beach Appendix and supplements and forms part of that General Agreement including the UK 5:5 Beach Appendix. In case of any inconsistencies between the terms of this Confirmation and the Individual Beach Contract, please contact us immediately.

**Date :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Annex 2C**  
**CONFIRMATION OF INDIVIDUAL CONTRACT FOR UK 5:5 BEACH OPTIONS (CALL OPTION)**

**Trade Date :**

**Between**

**Writer:**

**Holder :**

**Option Details:**

- (a) **Option Type:** Call
- (b) **Option Style:**
- (c) **Exercise Deadline:**
- (d) **Exercise Period:** (if American Style Option)
- (e) **Premium:**
- (f) **Premium Payment Date:**

**Delivery Point :**

**INTER SYSTEM:**

**Seller's System:**

**Buyer's System:**

**Contract Quantity:**

**Time Unit :** one (1) Day

**Total Supply Period:** From 0500 hours (UK Time) on [ / / ] to 0500 hours (UK Time) on [ / / ]

**Contract Price :**

**Tolerance :**

This Confirmation confirms the Individual Beach Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the UK 5:5 Beach Appendix and supplements and forms part of that General Agreement including the UK 5:5 Beach Appendix. In case of any inconsistencies between the terms of this Confirmation and the Individual Beach Contract, please contact us immediately.

**Date :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Annex 2D**  
**CONFIRMATION OF INDIVIDUAL CONTRACT FOR UK 5:5 BEACH OPTION (PUT OPTION)**

**Trade Date :**

**Between**

**Writer:**

**Holder :**

**Option Details:**

- (a) **Option Type:** Put
- (b) **Option Style:**
- (c) **Exercise Deadline:**
- (d) **Exercise Period:** (if American Style Option)
- (e) **Premium:**
- (f) **Premium Payment Date:**

**Delivery Point :**

**INTER SYSTEM:**

**Seller's System:**

**Buyer's System**

**Contract Quantity:**

**Time Unit :** one (1) Day

**Total Supply Period:** From 0500 hours (UK Time) on [ / / ] to 0500 hours (UK Time) on [ / / ]

**Contract Price**

**Tolerance:**

This Confirmation confirms the Individual Beach Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the UK 5:5 Beach Appendix and supplements and forms part of that General Agreement including the UK 5:5 Beach Appendix. In case of any inconsistencies between the terms of this Confirmation and the Individual Beach Contract, please contact us immediately.

**Date :** \_\_\_\_\_

**Signature :** \_\_\_\_\_