

AGREEMENT FOR CONNECTION TO THE DISTRIBUTION SYSTEM

BETWEEN

- (1) **SP DISTRIBUTION plc** a company registered in Scotland with the registered number SC189125 whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP ("**the Company**")
- (2) **XXX** a company registered in **XXX** with the registered number **XXX** whose registered office is at **XXX** ("**the Customer**")
- (3) Full site address for Generating Plant

WHEREAS:

- A We are authorised by a Licence granted under the Electricity Act 1989 (as amended) to carry on the business of the distribution of electricity and under the terms of that Licence we are required (except in certain circumstances specified in that Licence) to offer to enter into an agreement for connection to our distribution system by any person requesting the same, subject to the payment by the person seeking connection at an appropriate charge.
- B You have made such a request to us for connection.
- C We consent to you connecting generating plant at your premises (as specified in the schedule) to the distribution system subject to the provisions of this agreement and the schedule.
- D You have a supply contract with your electricity supplier.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. *Interpretation.* In this agreement, the term "this agreement" is a reference to the terms and conditions of sections 1 and 2 of the National Terms of Connection, which you have agreed to accept in respect of the premises (and there will be a separate agreement in respect of each premises). In addition, the terms "we", "us" and "our" are references to the network operator, and the other terms used in this agreement shall have the same meaning as is given to them in section 1.
2. *Existing Terms.* This agreement replaces any existing terms applying to your connection to our distribution system.

3. *Connection to our network.* The premises will remain connected to our network in accordance with the provisions of the Electricity Act 1989, any other legal requirements that apply from time to time, and the terms of this agreement.

4. *Duration of this Connection Agreement.* This agreement takes effect from the date of this agreement and will continue (even if your electricity contract ends) until it ends under clause 12 below.

5. *Network constraints.* Our obligations under this agreement are subject to the maximum capacity and any other design feature of the connection. You must contact us in advance if you propose to make any significant change to the connection or to the electric lines or electrical equipment at the premises, or if you propose to do anything else that could affect our network or if you require alterations to the connection.

6. *Consent to generate.* By giving you our consent to generate, we do not in any way give any warranty, whether express or implied, as to the safety, adequacy or other characteristics of your generating plant and we have no responsibility for it. You must rely on your own skill and judgement in all generation matters. The maximum export capacity of your connection (if any) shall be that stated in the Schedule to this agreement.

7. *Providing information.* You must provide us with any information we request in relation to the nature, or use by you, of electrical equipment at the premises. We will only ask for information that we need in relation to this agreement or the distribution code that applies under our licence.

8. *Conveying electricity.* We do not guarantee that we will convey electricity through our network at all times, or that electricity delivered through our network will be free of brief variations in voltage or frequency.

9. *Cutting off the supply.* We may cut off the flow of electricity through the connection where we are entitled to do so under the general law. We may also cut off the flow of electricity where we are required to do so under a contract with an electricity supplier or because of the electricity industry arrangements under which we operate in accordance with our licence.

10. *Unauthorised use of our network.* This agreement entitles the premises to be connected to our network for the purpose of receiving electricity from, or exporting electricity to, our network. Any other use of our network, including the transmission of data or communications, is strictly prohibited unless with our prior written consent. Unless we have given such consent, any such use of our network by you, or relating to the connection, shall be a breach of this agreement, and you shall be liable for the losses we incur as a result, whether directly or indirectly.

11. *If something goes wrong.* If we fail to comply with any term of this agreement, or are negligent, you may be entitled under the general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for (and you should consider obtaining insurance against) loss caused by anything beyond our reasonable control, any indirect loss, or any direct or indirect economic or financial loss (including wasted

expenses or any loss of revenue, profit, or interest, any loss of business, commercial, market, or economic opportunity, or any loss of contract or goodwill). This restriction does not apply where you are entitled to recover compensation for such loss under the general law in relation to death or personal injury resulting from negligence, or in relation to fraudulent misrepresentation.

12. *Business customers.* If the electricity supplied to the premises is used wholly or mainly for business purposes, our liability to you in relation to that premises, and your liability to us in relation to that premises, will (subject to the limitations in clause 9) be limited to a maximum of £100,000 per calendar year.

13. *Changing this connection agreement.* The terms of this agreement will be changed automatically to incorporate any changes which are approved by our regulator, the Gas and Electricity Markets Authority (GEMA). Notice of any change which is approved will be advertised in the national press, and the new terms will be published on the internet at www.connectionterms.co.uk.

14. *Agreeing other connection terms.* You and we may each, at any time, ask the other to enter into an alternative connection agreement in respect of the connection if you or we believe an alternative agreement is needed because of the nature of the connection.

15. *Ending this agreement.* This agreement will end when one of the following occurs:

- you and we agree a replacement agreement in respect of the connection;
- the flow of electricity through the connection is permanently stopped; or
- any circumstances arise which legally entitle us to cut-off the electricity flow

through the connection and we write to you advising you that this agreement is ended.

The ending of this agreement for any reason will not affect any rights, remedies or obligations which may have come into being under this agreement prior to its ending, and clauses 9 and 10 will continue to apply.

16. *Transferring this connection agreement.* You are not entitled to transfer this agreement to another person without our consent.

17. *Contacting each other.* We will generally contact you at the premises. Our contact details are available at www.spenergynetworks.com/contact/.

18. *Governing law.* This agreement will be governed by, and interpreted in accordance with, Scots law, under the jurisdiction of the Scottish courts.

For information: supply characteristics

As required by law, the electricity delivered to the premises through our network will normally be at one of the voltages (and will have the technical characteristics) set out below:

- At 230 volts nominal alternating voltage: normally a single-phase supply, with a permitted range of voltage variation from plus 10% to minus 6%.
- At 400 volts nominal alternating voltage: normally a three-phase supply, with a permitted range of voltage variation from plus 10% to minus 6%.
- At either of the above voltages: the supply frequency will be 50 hertz, with a permitted nominal variation of plus or minus 1%.

IN WITNESS WHEREOF these typewritten presents on this and the 3 preceding pages, together with the schedule annexed hereto are executed as follows:

SIGNED at on the..... day of201...
for and on behalf of **SP Distribution Plc**

by.....
Distribution Policy Manager/Authorised Signatory

WITNESSED at on the..... day of201...
for and on behalf of the **SP Distribution Plc**

by.....
/Authorised Signatory

SIGNED aton the..... day of201...
for and on behalf of the **Customer**

by.....
Designation, Company

WITNESSED aton theday of201...
For and on behalf of Customer.....

by.....

SCHEDULE

Your protection equipment must comply with the principles of G59/3 and with the requirements embodied in G5/4-1, P28, and P29, as issued by the Electricity Association.

"G59/2" is the current 'Recommendation for the Connection of Embedded Generating Plant to the Regional Electricity Company's Distribution Systems'.

"**protection equipment**" is the automatic equipment installed by the Customer to comply with G59/2.

"G5/4-1" is the current Engineering Recommendation G5/4, 'Planning levels for harmonic voltage distortion and the connection of non-linear equipment to transmission and distribution network in the United Kingdom'.

"P28" is the current Engineering Recommendation P28, 'Planning Limits for Voltage Fluctuation caused by Industrial, Commercial and Domestic Equipment in the United Kingdom'.

"P29" is the current Engineering Recommendation P29, 'Planning Limits for Voltage unbalance in the United Kingdom'.

You shall ensure that no plant, apparatus or other equipment to be used at your premises causes the supply to exceed the limits specified within Engineering Recommendations G5/4-1, P28 and P29.

Technical Details:

Maximum Export Capacity (kVA)	XXX
Details of Generating Plant to be connected to the distribution system:	
QAS Reference	
Address of Generating Plant	XXX
Type	XXX
Number	XXX
Manufacturer	XXX
Serial Number(s)	XXX
Rating:	
Voltage	XXX
Current	XXX
Frequency	XXX
Capacity	XXX
Output Winding	XXX
Earthing Arrangement	XXX
Fuel	XXX
Maximum Fault Level	XXX

ADDRESS FOR SERVICE OF NOTICES

SP Distribution/SP Manweb Plc

Ochil House

10 Technology Avenue

Hamilton International Technology Park

High Blantyre

G72 OHT

Contact: Distribution Policy Manager

Customer

Address:

Tel:

Contact Name:

SAMPLE