



SP DISTRIBUTION

SP Distribution PLC

and

XXX

**AGREEMENT FOR CONNECTION TO THE DISTRIBUTION SYSTEM
(Where the customer has NO generating plant)**

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**")

WHEREAS:-

- A The Company is authorised by a licence granted under the Act to carry on the business of the distribution of electricity and under the terms of that licence is required (except in certain circumstances specified in that licence) to offer to enter into an agreement for connection to the Distribution System by any person requesting the same, subject to payment by the Customer of an appropriate charge.
- B The Customer has made such request to the Company for Connection.

NOW THEREFORE the Parties **HAVE AGREED AND DO HEREBY AGREE** as follows:

1. The Company agrees to the Connection of the Customer's Installation to the Company's Distribution System on the terms and conditions of this Bespoke Connection Agreement.
2. Subject to the express provisions of this Bespoke Connection Agreement, Section 3 of the National Terms of Connection (the "**Applicable NTC Section**") will apply as if it was set out in this Bespoke Connection Agreement, and as if references in the Applicable NTC Section to "this agreement" or to "this Agreement" were to this Bespoke Connection Agreement.
3. The National Terms of Connection are available in writing from the Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2SF, or from the website at www.connectionterms.co.uk.
4. The Customer's attention is drawn specifically to the Applicable NTC Section, and the Customer confirms that it has read and fully understands the Applicable NTC Section.
5. Expressions used in this Bespoke Connection Agreement shall have the same meanings as is given to them in the Applicable NTC Section.
6. Details of the Premises, the Connection Points, the technical characteristics of the Connection Points and other matters are set out in the appendix to this Bespoke Connection Agreement.
7. Both parties agree to comply with and be bound by the provisions of the Appendix to this Bespoke Connection Agreement.
8. The Parties may agree variations to this Bespoke Connection Agreement, which variations must be recorded in writing and signed by an authorised representative of each Party.

Each Party shall negotiate in good faith the terms of any variation proposed by the other. If any variation has not been agreed within 1 month of its being proposed, either Party may refer the matter to the Authority for resolution pursuant to section 23 of the Act. The Parties shall give effect to any such determination, and shall enter into any agreement as shall be necessary to give effect to any such determination.

9. Address for notices

(a) for the Company:	(b) for the Customer:
Distribution Policy Manager SP Distribution PLC Ochil House 10 Technology Avenue Hamilton International Technology Park High Blantyre G72 0HT	XXX

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

SIGNED at..... on the day of201...
 for and on behalf of the **Company**

by
 Director/Authorised Signatory

SIGNED at on the day of201...
 for and on behalf of the **Company**

by
 Director/Authorised Signatory

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

by..... duly
authorised on their behalf before the witness hereto
subscribing whose name and address are
appended to their signature:-

.....

Witness:

Name:

Address:

.....

.....

SAMPLE

THIS IS THE APPENDIX REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN THE COMPANY AND THE CUSTOMER

APPENDIX 1 - GENERAL PARTICULARS OF THE CONNECTION

1. CONNECTION CHARGES

These comprise the Connection Charges and (if applicable) the Use of System Charges:

Connection Charge	<p>The total charge for the Company's Works as specified in the Offer Letter, dated XX XXX 20XX, is £XXX (XXX cost in words) plus VAT at the appropriate rate.</p> <p>The connection charge must be paid in full before the connection of the Customer's Installation can be made and energised. The initial Connection Charge may be subject to review in the manner set out in the Offer Letter for the connection made to and accepted by the Customer.</p>
Use of System Charges	<p>Such charges will be calculated in accordance with the Company's Statement of Use of System Charges for the time being in force and issued pursuant to Condition 14 of the Electricity Distribution Licence.</p> <p>So far as Use of System Charges are concerned, where another person is paying the charges for the import or export from the site, the Customer shall not be liable for such charges.</p>

2. LOSS ADJUSTMENT FACTOR

The Customer acknowledges and accepts that in signing this Agreement a site-specific loss adjustment factor is being requested from the Company. The Company shall calculate the site-specific loss adjustment factor in accordance with its Methodology Statement for Use of System Charges. It is a condition of the connection of the Customer's Installation that a site-specific loss adjustment factor is in place.

3. SUPPLY CHARACTERISTICS

Except as set out in paragraph 4 below, the characteristics of the connection(s) shall be as follows:

(a) Characteristics of supply:

(i) Number of Phases	[enter number]
(ii) Current	[alternating current]
(iii) Voltage	[Enter Statutory Voltage kV ± 6% / +10%/-6%]
(iv) Frequency	[50 Hertz ± 1%]

(b) Connection Point(s): either

- (i) where connection is provided from the Company's final cut-out fuse, isolator, switch, metering switch fuse, HV metering unit or metering circuit breaker, unless otherwise stated in this Bespoke Connection Agreement the Connection Points are the outgoing terminals of the Company's final cut-out fuse, isolator, switch, metering switch fuse or metering circuit breaker, or
- (ii) where the Company's electric lines connect directly to a Customer's intake isolator, switch, metering switch fuse or metering circuit breaker, unless otherwise stated in this Bespoke Connection Agreement the Connection Points are the incoming terminals of the Customer's intake isolator, switch, metering switch fuse or metering circuit breaker,

and, for the avoidance of doubt, the Connection Points may be remote from the Customer's Installation where third party electric lines and/or electric plant provide the intermediate electrical connection from the Company's Distribution System to the Customer's Installation.

4. DETAILS OF PREMISES

(a)	Address	[SITE ADDRESS HERE]
	Import MPAN	[IMPORT MPAN HERE]
(b)	Commencement Date	[DD/MM/YYYY]
(c)	Maximum Import Capacity	XXX kVA
		With effect from : DD/MM/YYYY

Requests for reductions in maximum import capacity shall be in accordance with the Company's current Statement of Use of System Charges.