



SP MANWEB

SP Manweb plc

and

XXXXXXXXXXXXXX

**AGREEMENT FOR CONNECTION TO AND USE OF THE DISTRIBUTION SYSTEM
RELATING TO XXXXXXXXXXXXXXXX**

THIS AGREEMENT is made the day of 200

BETWEEN:

- (1) SP Manweb plc, a company registered in England and Wales with the registered number 02366937 whose registered office is 3 Prenton Way, Prenton CH43 3ET ("**the Company**") and
- (2) **XXXXXXXXXX**, a company registered in **XXXXXX** with the registered number **XXXXXX** whose registered office is **XXXXXXXXXXXXXXXXXXXXXXXXXXXX** ("**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.

IT IS HEREBY AGREED as follows:-

1. RIGHT TO BE CONNECTED

The Customer shall have the right for the Customer's Installation at the Premises the subject of this Agreement, to be and remain Connected to the Distribution System on the Company's Terms and Conditions for connection to the Distribution System as set out in this document ("**the Conditions**")

2. ACCEPTANCE OF CONDITIONS

The Customer has been supplied with a copy of this document and is aware of and accepts the Conditions contained within.

3. INCORPORATION OF THE SCHEDULE(S), ETC.

This Agreement incorporates the attached Schedule(s) and the Conditions and both parties agree to comply with and be bound by them.

4. COMMENCEMENT DATE

This Agreement shall commence (or be deemed to have commenced) on the Commencement Date specified in the attached Schedule or if no date is specified then the Commencement Date shall be the date the Customer's Installation is first Connected to the Distribution System and Energised.

5. **PREMISES**

For the purposes of the Conditions and this Agreement, the Premises the subject of this Agreement are listed in Schedule 2 together with other details.

6. **WORDS AND EXPRESSIONS**

The words and expressions used in this document shall (where appropriate) have the same meanings as those in the Conditions.

IN WITNESS the hands of the duly authorised representatives of the **Company** and the **Customer** on the day and year first before written.

SIGNED by
for and on behalf of
the **COMPANY**
Print Name

_____ in the presence of :-
Witness
_____ Print Name of Witness
_____ Address of Witness

SIGNED by
for and on behalf of
the **CUSTOMER**
Print Name

_____ in the presence of:-
Witness
_____ Print Name of Witness
_____ Address of Witness

This document MUST be read in conjunction with the attached Conditions, Schedules and Annexes.

This Agreement is to be used where the Customer has generating plant and uses the Distribution System for selling electricity or exporting energy.

THESE ARE THE CONDITIONS FOR CONNECTION TO THE DISTRIBUTION SYSTEM REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN THE COMPANY AND THE CUSTOMER

CONDITIONS - INDEX

<u>Clause</u>	<u>Title</u>
1.	Definitions
2.	Connection
3.	The Customer's Right to be (and Remain) Connected and Energised and to Use the Distribution System
4.	Payment of Charges
5.	Modifications
6.	Limitation of Liability
7.	The Customer's Installation and Equipment
8.	Power Factor and Phase Balance
9.	Compliance with Distribution Code
10.	Non-Interference and Emergency De-energisation
11.	Rights of Access
12.	Metering Equipment
13.	Limitation of Capacity
14.	Assignment and Subcontracting
15.	Term, Events of Default and Termination
16.	Site Specific Conditions
17.	Force Majeure
18.	Non-Waiver
19.	Entire Agreement
20.	Governing Law
21.	Disputes Resolution
22.	Variations
23.	Savings Clause
24.	Notices
25.	Accommodation For The Company's Equipment
26.	Additional Consideration
27.	Contracts (Rights of Third Parties) Act 1999

Schedule

1	Charges
2	Connection Equipment, Supply Characteristics etc
3	Site Specific Conditions
4	Addresses for Service of Notices

CONDITIONS

1. DEFINITIONS

1.1 In this Agreement except where the context otherwise requires the following expressions shall have the meanings set opposite them:-

"Accreditation Authority" the Performance Assurance Board (as defined in the BSC, when Accrediting persons pursuant to Section J of the BSC).

"Accredited" the accreditation of any relevant person and certification of that person's business process by the Accreditation Authority; and **"Accreditation"** and **"Accrediting"** shall be construed accordingly.

"Act" the Electricity Act 1989, including any modification, extension or re-enactment thereof and any subordinate legislation made thereunder.

"Affiliates" any holding company or subsidiary company of the Company, or any company which is a subsidiary of such holding company and "holding company" and "subsidiary" have the meanings given in Section 736 of the Companies Act 1985.

"Agreement" the agreement between the Company and the Customer to which these Conditions are attached and **"this Agreement"** shall be construed as meaning the Agreement together with any Schedules and appendices and includes these Conditions

"Application for a Modification" the Company's standard form of Application for a Modification

"Apparatus" all equipment in which electrical conductors are used, supported or of which they may form part.

"Authorised Electricity Operator" a person who is the holder of a licence to supply electricity under Section 6 of the Act or exempted from holding such a licence under the Act.

"Authority" the Gas and Electricity Markets Authority as established by section 1 of the Utilities Act 2000.

"Balancing and Settlement Code" or **"BSC"** the code approved by the Authority relating to the electricity transmission system in Great Britain and, at any time, any and all regulations and procedures made under it at that time.

"Business Day(s)" "Business Day(s)" any day, other than a Saturday, a Sunday, Christmas Day, Good Friday, a day which is a bank holiday in England within the meaning of the Banking and Financial Dealings Act 1971 or a day (a) which is a local holiday in the locality in which any Party has its registered office for the time being and (b) on which the premises at which the registered office of that Party is situated are not open for business.

"Commencement Date" means the Commencement Date specified in the Agreement.

"Company's Equipment" the switchgear, metering or other equipment, lines or other parts of the Distribution System or any other property or rights of the Company, including any substation apparatus.

"Company's Premises" any land or buildings of the Company in which any of the Customer's Installation is to be installed or is for the time being situate.

"Competent Authority" includes the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of the government of the United Kingdom or of the European Union insofar as it is acting within the limits of its proper authority.

"Connection Equipment" that part of the Company's Equipment which has been or is to be provided and installed by the Company for the purposes of providing a connection at the Connection Point listed in Schedule 2 and (where appropriate) illustrated on the diagram annexed hereto.

"Connect(ed)" the installation of the Connection Equipment in such a way that subject to Energisation the Customer may import and/or export electricity to and/or from the Customer's Installation over the Distribution System.

"Connection Point" the point of connection at which a supply of electricity may flow between the Distribution System and the Customer's Installation upon Energisation.

"Customer's Installation" any structures, equipment, lines, appliances, devices, the Generating Plant or other plant and apparatus (not being Company's Equipment) used or to be used by the Customer and connected or to be connected to the Distribution System.

"CUSC" the Connection and Use of System Code established pursuant to NGET's transmission licence

"CVA" central volume allocation

"De-energisation" the movement of any switch or the removal of any fuse or the taking of any other step whereby no electrical current can flow to or from the Distribution System through the Connection Equipment to or from the Customer's Installation at the Connection Point and De-energise(d) shall be construed accordingly.

"DCUSA" means the Distribution Connection and Use of System Agreement designated as such by the Gas and Electricity Markets Authority under condition 22 of the Distribution Licence.

"Directive" includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force.

"Disconnection" the permanent electrical disconnection of all or any of the Connection Equipment.

"Distribution Code" the distribution code as defined in the Electricity Distribution Licence.

"Distribution System" the Company's system for the distribution of electricity as defined in the Electricity Distribution Licence.

"Electricity Distribution Licence" a distribution licence granted to the Company pursuant to section 6 (1) (c) of the Act.

"Energisation" the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through the Connection Equipment to or from the Customer's Installation at the Connection Point and Energise(d) shall be construed accordingly.

"Force Majeure" any event or circumstance which is beyond the reasonable control of either Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement including act of God, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, infrequent transient voltage variations whether substantial or otherwise, fault or failure of Plant and Apparatus, to the extent that any such event or circumstances could not have been prevented by Good Industry Practice, and also including governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 34 or 35 of the Act) or the failure of any generator or NGET to supply the Company with electricity or any deficiency in such supply to the extent that such failure or deficiency or the consequences thereof could not have been prevented by the exercise of Good Industry Practice by either Party. Provided that lack of funds shall not be interpreted as a cause beyond that Party's reasonable control.

"GB Transmission System" shall have the meaning given to that term within the CUSC.

"Generating Plant" the Customer's Generating Plant specified in Schedule 2.

"Good Industry Practice" the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

"GSP" means a grid supply point, which is where the Company's distribution substation connects directly to the GB Transmission System.

"kVA" kilovoltamperes.

"kW" kilowatts.

"Licensed Supplier" a person authorised to supply electricity pursuant to the Act

"Material Effect" an effect causing a Party to effect any works or to alter the manner of operation of the Company's Equipment or Customer's Installation (as the case may be) which in either case involves that Party in expenditure of more than £1000.

"Maximum Export Capacity" the maximum amount of electricity expressed in kW or kVA to be passed into the Distribution System at the Connection Point as agreed between the Company and the Customer and set out in Schedule 2, as amended in accordance with the provisions of Clause 13.

"Maximum Import Capacity" the maximum amount of electricity expressed in kW or kVA to be taken from the Distribution System at the Connection Point as agreed between the Company and the Customer and set out in Schedule 2, as amended in accordance with the provisions of Clause 13.

"Meter Operator Agent" has the meaning given to that term in the Balancing and Settlement Code.

"Modification" any actual or proposed replacement, renovation, modification, alteration or construction by or on behalf of a Party to either that Party's Plant or Apparatus or the manner of its operation which has or will have a Material Effect on the other Party.

"Modification Notification" the Company's standard form of Modification Notification from time to time applicable.

"Modification Offer" an offer by the Company to the Customer made pursuant to Clause 5 of terms for connection in relation to any proposed Modification at or affecting the Connection Point including any revision or extension of such offer.

"NGET" National Grid Electricity Transmission plc, registered number 02366977 whose registered office is at 1-3 Strand, London WC2N 5EH and their successors as operators of the GB Transmission System.

"Offer Letter" the letter (if any) setting out the terms and conditions (accepted by the Customer or its agent) for the provision of the Connection Equipment and other equipment for making available the connection of the Customer's Installation at the Premises to the Distribution System.

"Party" each person for the time being and from time to time party to this Agreement and any successor(s) in title to, or permitted assign(s) of, such person.

"Plant" fixed and movable items other than Apparatus.

"Premises" any land or buildings of the Customer in which any of the Company's Equipment is to be installed or is for the time being situate as specified in Schedule 2.

"the Regulations" the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) and the Electricity at Work Regulations 1989.

"Substation" an electricity substation (as defined in Regulation 1(5) of the Electricity Safety, Quality and Continuity Regulations 2002), of the Company

"SVA" supplier volume allocation

1.2 In this Agreement any reference to:

"a Clause" is a reference to a clause hereof;

"a Schedule" is, subject to any contrary indication, a reference to a schedule hereto;

the word "including" is to be construed without limitation.

1.3 Any reference in this Agreement to a statute, statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

1.4 Any reference in this Agreement to another agreement or any deed or other instrument shall be construed as a reference to that other agreement, deed or other instrument as the same may have been, or may from time to time be, amended, varied, supplemented or novated.

1.5 Any reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural and vice versa in each case.

1.6 Clause headings are for ease of reference only.

2. **CONNECTION**

This Agreement shall govern the terms upon which the Customer's Installation shall be entitled to remain Connected to the Distribution System at the Connection Point with effect on and from the Commencement Date and shall supersede any prior agreements or arrangements between the Company and the Customer in respect of the Connection Point and Customer's Installation.

3. **THE CUSTOMER'S RIGHT TO BE (AND REMAIN) CONNECTED AND ENERGISED AND TO USE THE DISTRIBUTION SYSTEM**

3.1 The Customer warrants to the Company that at the date hereof and at all times hereafter it has power to enter into, perform and comply with all of its obligations under this Agreement and in relation to the electricity generated in accordance with this Agreement that either:-

- (A) it will trade the electricity generated by the Generating Plant through a Licensed Supplier in SVA and that
 - (a) it is not required to enter into the CUSC or any supplemental agreement thereto;
 - (b) it is exempted from the requirements to obtain a generation licence pursuant to Section 5 of the Act; and
 - (c) it is not required to be a party to the Balancing and Settlement Code: OR
- (B) it will trade independently the electricity generated by the Generating Plant in CVA and that
 - (a) it has entered into the CUSC and supplemental agreement thereto;
 - (b) it holds a generation licence under section 6 of the Act; and
 - (c) it has become a party to the Balancing and Settlement Code: OR
- (C) it will trade the electricity generated by the Generating Plant through a consolidator in CVA and that
 - (a) it has entered into the CUSC and supplemental agreement thereto or it is not required to enter into the CUSC or any supplemental agreement thereto ;
 - (b) it holds a generation licence under section 6 of the Act or it is exempted from the requirements to obtain a generation licence pursuant to Section 5 of the Act; and
 - (c) it has assigned its output from the Generating Plant to the consolidator at the GSP and the consolidator is a party to the Balancing and Settlement Code:

The Customer undertakes to the Company that it shall forthwith notify the Company of any change in circumstances occurring hereafter as a result of which any of the above statements ceases to apply and the Customer shall indemnify the Company against all actions, proceedings, claims or demands brought or threatened against the Company by a third party as a result of any breach of the warranties or undertaking contained in this Clause 3.1.

The obligations of the Company under this Agreement are subject to delivery by the Customer to the Company of suitable written evidence that the Customer has complied with all its obligations in either (A) or (B) or (C) which apply from time to time.

3.2 Subject to Clause 3.1 and the other terms of this Agreement the Customer shall have the right for the Customer's Installation to be Connected to and to remain Connected to the Distribution System at the Connection Point.

3.3 Subject to the terms of this Agreement (and in particular its right to make Modifications pursuant to Clause 5) the Company shall during the currency of this Agreement continue to keep in

existence and maintain the Connection Equipment at the Connection Point in the condition necessary to render the same fit for the purpose of passing the Maximum Export Capacity and the Maximum Import Capacity between the Customer's Installation and the Distribution System.

3.4 The right to be (and remain) Connected does not include the right to be (and remain) Energised. The right of the Customer to be (and remain) Energised on and from the Commencement Date is subject to the terms of this Agreement (and in particular the Customer complying with Clause 3.1) and conditional upon:-

(A) In the event of Clause 3.1 (A) applying

- (a) the Customer having provided evidence to the Company in form reasonably satisfactory to the Company that an Authorised Electricity Operator has entered into an agreement with the Customer for the supply of electricity to the Customer at the Connection Point and is a party to the DCUSA; and
- (b) the Customer having:-
 - (1) entered into an agreement with an Authorised Electricity Operator for the purchase by such operator of the electricity (if any) which the Customer exports through the Connection Point on to the Distribution System; and
 - (2) the Authorised Electricity Operator is a party to the DCUSA and has provided reasonable evidence in a form reasonably satisfactory to the Company that such Authorised Electricity Operator is:
 - (i) the holder of a current licence to supply electricity pursuant to Section 6(2) of the Act or is exempt from holding such a licence; and
 - (ii) a party to the Balancing and Settlement Code; and
 - (3) in each case such agreements and licences having become unconditional and continuing in full force and effect.

(B) In the event of Clause 3.1 (B) applying

- (a) the Customer having provided evidence to the Company in a form reasonably satisfactory to the Company that an Authorised Electricity Operator has entered into an agreement with the Customer for the supply of electricity to the Customer at the Connection Point and is a party to the DCUSA; or
- (b) the Customer having purchased its supply requirements at the GSP through the BSC and using the Distribution System for import as later provided in this Agreement; and
- (c) the Customer using the Distribution System for export as later provided in this Agreement; and
- (d) in each case such agreements and licences having become unconditional and continuing in full force and effect.

(C) In the event of Clause 3.1 (C) applying

- (a) the Customer having provided evidence to the Company in a form reasonably satisfactory to the Company that an Authorised Electricity Operator has entered into an agreement with the Customer for the supply of electricity to the Customer at the Connection Point and is a party to the DCUSA; or

- (b) the Customer having purchased its supply requirements at the GSP through the BSC and using the Distribution System for import as later provided in this Agreement; and
- (c) the Customer using the Distribution System for export as later provided in this Agreement; and
- (d) in each case such agreements and licences having become unconditional and continuing in full force and effect.

3.5 The Company shall De-Energise the Connection Point as soon as reasonably practicable after being instructed to do so by the Customer or by the Customer's Authorised Electricity Operator and shall act in accordance with Good Industry Practice in relation to such De-Energisation. Provided always that where the instruction has been given by the Customer's Authorised Electricity Operator the Company will give the Customer notice of its intention to De-energise and any grounds stated in the instructions unless Force Majeure prevents it from doing so.

3.6 The Company may De-Energise the Connection Point forthwith where:-

- (A) it is instructed to do so by NGET pursuant to the terms of the CUSC; or
- (B) required to do so pursuant to the Balancing and Settlement Code; or
- (C) any of the warranties or conditions referred to in Clauses 3.1 and 3.4 cease to be satisfied; or
- (D) allowed to do so in accordance with the Regulations and may De-energise at other times in accordance with but subject to the provisions of the Regulations; or
- (E) the Meter Operator Agent fails to in any material respect to perform or comply with any of its obligations contained or referred to in the Balancing and Settlement Code; or
- (F) it is otherwise permitted to do so under the terms of this Agreement or any other agreement between the Parties

and shall at all times act in accordance with Good Industry Practice in relation to such De-Energisation. Provided always that if the Company shall be notified of the circumstances in which it may be instructed or required to act under (A) or (B) above, or becomes aware of any circumstances in which it may wish to act under (C) (D) or (E) above, it shall forthwith notify the Customer unless Force Majeure prevents it from doing so.

3.7 If at any time when the Customer does not have a right for the Connection Point to be (and remain) Energised the Customer nevertheless takes a supply of electricity through the Connection Point the Customer shall pay to the Company forthwith upon demand all costs charges losses and expenses (including administrative expenses) thereby caused to or incurred by the Company.

3.8 Subject to Clause 3.4, this Agreement shall not give the Customer any right to give or take a supply of electricity or to use the Distribution System, and the Company therefore makes no warranty to the Customer in relation thereto. Without prejudice to the foregoing, but subject to the provisions of the Distribution Code, the Company shall be entitled to plan and execute outages of the Distribution System and the Company's Equipment at any time and from time to time and to De-energise for this purpose but having regard to the desirability of minimising the inconvenience to the Customer.

- 3.9 At such times as the Connection Point is Energised in accordance with the terms of this Agreement, the characteristics of the supply of electricity delivered at the Connection Point shall be those specified in Schedule 2, subject to such variations as may be permitted by the Regulations.
- 3.10 If the Connection Point is temporarily De-Energised or Disconnected at the request of the Customer, the Customer shall pay to the Company on demand any reasonable costs incurred by the Company as a result of such De-Energisation or Disconnection and any subsequent re-Energisation or re-Connection.

USE OF DISTRIBUTION SYSTEM FOR EXPORT AND IMPORT

- 3.11 If Clause 3.1 (B) or (C) apply then subject to the terms of this Agreement the Company shall on and from the Commencement Date and thereafter during the currency of this Agreement (unless Clause 3.1 (B) or (C) cease to apply) accept into the Distribution System at the Connection Point electricity generated by the Customer up to the Maximum Export Capacity and shall transport such electricity through the Distribution System to the GB Transmission System.
- 3.12 Nothing in this Agreement shall of itself entitle the Customer to provide a supply of electricity to customers through the Distribution System in pursuance of a right to supply electricity under a licence granted under the provisions of the Act.
- 3.13 If the Customer shall purchase its import supply requirements at the GSP then subject to this Agreement and provided that the Customer complies with all the provisions of this Agreement the Company shall during the currency of this Agreement and during such period as the Customer shall purchase its import supply requirements at the GSP transport a supply of electricity to the Connection Point through the Distribution System up to the Maximum Import Capacity.
- 3.14 Subject to the provisions of the Distribution Code, and notwithstanding any other provisions of this Agreement each Party shall be entitled to plan and execute outages of parts of its Plant and Apparatus and in the case of the Company the Distribution System at any time and from time to time and for that purpose (if necessary) to De-energise the Customer's Connection Plant.

4. PAYMENT OF CHARGES

- 4.1 The Customer shall pay to the Company the connection charges (if any) specified in Schedule 1. Such connection charges are calculated in accordance with the Company's statement of connection charges for the time being in force issued pursuant to Condition 14 of the Electricity Distribution Licence.
- 4.2 If the Customer shall use the Distribution System for the import of electricity then the Customer shall pay to the Company the use of system charges for import specified in Schedule 1. If no such charges are specified then such charges will be calculated in accordance with the Company's statement of charges for the use of the Distribution System for the time being in force and issued pursuant to Condition 14 of the Electricity Distribution Licence or will be such site specific charges stipulated by the Company from time to time.
- 4.3 If the Customer shall use the Distribution System for the export of electricity then the Customer shall pay to the Company the use of system charges for export specified in Schedule 1. If no such charges are specified then such charges will be calculated in accordance with the Company's statement of charges for the use of the Distribution System for the time being in force and issued pursuant to Condition 14 of the Electricity Distribution Licence or will be such site specific charges stipulated by the Company from time to time.

4.4 The Customer shall pay all amounts due under this Agreement within 14 days of the same being invoiced. If any amount remains unpaid after the due date, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 4% over the Base Lending Rate of The Royal Bank of Scotland plc.

4.5 All amounts mentioned herein as payable by the Customer are exclusive of Value Added Tax (if any) and the Company may add to such amounts Value Added Tax at the rate applicable thereto from time to time.

5. **MODIFICATIONS**

5.1 No Modification may be made by or on behalf of either Party otherwise than in accordance with the provisions of this Clause 5.

5.2 Where the Customer wishes to make a Modification it shall complete and submit to the Company an Application for a Modification.

5.3 The Company shall make a Modification Offer to the Customer as soon as reasonably practicable and (save where the Authority consents to a longer period) in any event not more than 3 months after receipt by the Company of the Application for a Modification. The Modification Offer shall include details of any variations the Company proposes to this Agreement and its Schedules. During such period the Parties shall discuss in good faith the implications of the proposed Modification(s).

5.4 The Modification Offer made by the Company in response to the application will be open for acceptance in accordance with its terms for 3 months from its date of despatch to the Customer unless either the Company or the Customer makes an application to the Authority under Condition 7 of the Electricity Distribution Licence in which event the Modification Offer shall remain open for acceptance until the date 14 days after the determination by the Authority pursuant to such application. If the Modification Offer is accepted by the Customer this Agreement shall be varied to reflect the terms of the Modification Offer and the Modification shall proceed according to the terms of this Agreement as varied.

5.5 Where the Company wishes to make a Modification to the Distribution System the Company shall complete and submit to the Customer a Modification Notification and shall advise the Customer of any works which the Company reasonably believes the Customer may have to carry out as a result.

5.6 The Customer may as soon as practicable after receipt of the Modification Notification and (save where the Authority consents to a longer period) within the period stated therein (which shall be sufficient to enable the Customer to assess the implications of the proposed Modification) make an application to the Authority under Condition 7 of the Electricity Distribution Licence

5.7 As soon as practicable after the receipt of the Modification Notification or, if an application to the Authority has been made, the determination by the Authority, and in any event within two months thereof, the Customer shall submit an Application for a Modification to the Company.

5.8 Once an Application for a Modification has been made by the Customer pursuant to Clause 5.7 the provisions of Clauses 5.3 and 5.4 shall thereafter apply.

5.9 Subject to the payment of its reasonable charges, if any, as provided in this Clause 5.9 the Company undertakes to the Customer to provide all advice and assistance reasonably requested by the Customer to enable the Customer adequately to assess the implications including the feasibility of making a Modification to the Customer's Installation (whether such Modification is to be made at the request of the Company or of the Customer). If the proposed Modification by the Customer is or may be required as a result of a Modification proposed by the Company, then the Company shall provide such advice and assistance free of charge. If the proposed Modification is or may be

proposed by the Customer, the Company may charge the Customer such amount as is reasonable in all the circumstances for such advice and assistance. The provisions of such advice and assistance shall be subject to any confidentiality obligations binding on the Parties.

6. **LIMITATION OF LIABILITY**

6.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.

6.2 Subject to Clause 6.6 and save where any provision of this Agreement provides for an indemnity and save as provided in this Clause 6.2 and Clause 6.3 neither Party (the "Party Liable") nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the Commencement Date was reasonably foreseeable as likely to result in the ordinary course of events from such breach and which resulted from:-

6.2.1 physical damage to the property of the other Party, its officers, employees or agents; and/or

6.2.2 the liability of such other Party to any other person for loss in respect of physical damage to the property of any other person

Provided that the liability of either Party in respect of claims for such loss or damage shall not exceed the sum of £1 million per incident or series of related incidents.

Provided further that the Company shall be entitled to deduct from any sums payable by way of compensation for loss or damage under this Agreement, any sums payable by the Company under the DCUSA in respect of any such loss or damage suffered by the Customer, its officers, employees, or agents.

6.3 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents and the Party Liable shall indemnify and keep indemnified the other Party, its officers, employees or agents from and against all such and any loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.

6.4 Subject to Clause 6.6 and save where any provision of this Agreement provides for an indemnity neither Party, nor its officers, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

(A) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

(B) any indirect loss or consequential loss; or

(C) loss resulting from the liability of such other Party to any other person howsoever and whensoever arising save as provided in Clauses 6.2.2 and 6.3.

6.5 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Party Liable to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt

with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.

6.6 Save as otherwise expressly provided in this Agreement, this Clause 6 insofar as it excludes or limits liability shall override any other provision of this Agreement, provided that nothing in this Clause 6 shall exclude or restrict or otherwise prejudice or affect any of:

- (A) the rights, powers, duties and obligations of either Party which are conferred or created by the Act, the Electricity Distribution Licence, or the Regulations; or
- (B) the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, the Electricity Distribution Licence or otherwise howsoever.

6.7 Each of the clauses of this Clause 6 shall:

- (A) be construed as a separate and severable contract term, and if one or more of such clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such clauses shall remain in full force and effect and shall continue to bind the Parties; and
- (B) survive termination of this Agreement.

6.8 Each of the Parties agrees that the other Party holds the benefit of Clauses 6.2 and 6.3 and 6.4 for itself and as trustee and agent for its officers, employees and agents.

6.9 For the avoidance of doubt nothing in this Clause 6 shall prevent or restrict either Party enforcing any obligations (including suing for a debt) owed to it under or pursuant to this Agreement.

7. THE CUSTOMER'S INSTALLATION AND EQUIPMENT

7.1 The Customer shall ensure compliance at all times with the Regulations and any statutes, statutory instruments, regulations or orders in respect of the Customer's Installation which are binding on the Customer.

7.2 Save where express written representations are made by the Company, neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of the Customer's Installation and the Company shall not be responsible therefore.

7.3 The Customer hereby acknowledges that the Company may use switchgear with auto-reclosing facilities, that the Customer's Installation should be designed so as not to suffer damage through the operation of such facilities and that the Company accepts no liability for such damage (subject to Clause 6) to the extent (if any) such damage is attributable to the Customer's failure to so design the Customer's Installation.

7.4 If the Customer takes a supply of electricity from the Distribution System for the operation of any equipment, or operates the Customer's Installation (including the Generation Plant) in a particular manner, either of which adversely affects or impairs voltage regulation or impairs the supply of electricity to the Customer or others supplied from the Distribution System (or in the reasonable opinion of the Company is likely to do so) the Customer shall at its own expense remedy the condition in a manner deemed adequate in the reasonable opinion of the Company (and if the condition is not remedied within a reasonable time of the Company giving notice to the Customer of such condition the Company may forthwith De-energise the Connection Point until such condition has been so remedied) and pay to the Company the full amounts of all costs losses and expenses thereby caused to the Company.

8. **POWER FACTOR AND PHASE BALANCE**

- 8.1 The Customer shall at all times use its reasonable endeavours to maintain the power factor within the range stipulated in Schedule 3.

The Customer shall not allow the power factor to vary such as to cause damage or disturbance to the Distribution System.

The Customer shall comply at its own expense with such requirements as the Company may make to ensure compliance with this Clause 8.1

- 8.2 Where a supply of electricity is provided in two or more phases, the Customer shall ensure as far as it is reasonably practicable that the demand is at all-time balanced between the phases.

- 8.3 If the Customer fails to comply with Clause 8.1 or 8.2 the Company may in its reasonable discretion De-energise the Connection Point until the causes of the failure are remedied; the Customer shall pay to the Company on demand the costs of any such De-energisation and any subsequent re-Energisation. If the Customer is unable to remedy the situation within a reasonable time, the Company may require a modification to be made to the Company's Equipment and/or the Customer's Installation.

9. **COMPLIANCE WITH DISTRIBUTION CODE**

- 9.1 The Parties undertake with each other to comply with all provisions of the Distribution Code applicable to them.

- 9.2 In the event of any conflict between this Agreement and the Distribution Code the Distribution Code shall prevail.

10. **NON-INTERFERENCE AND EMERGENCY DE-ENERGISATION**

- 10.1 Each Party shall ensure that its agents, employees and invitees will not interfere in any way with any of the Plant and/or Apparatus of the other without the consent of the other and neither Party shall knowingly do anything which would place the other in breach of the Regulations.

- 10.2 The obligations contained in Clause 10.1 shall be suspended if a situation should occur whereby emergency action has to be taken to protect the health and safety of persons or to prevent damage to property proximate to the relevant asset or to preserve or protect the Distribution System, in which case interference in order to protect the health and safety of such persons or to prevent such damage to property shall be allowed.

- 10.3 If, in the reasonable opinion of the Company, the condition or manner of operation of the Customer's Installation or other equipment poses an immediate threat of injury or material damage to any person or to the Company's Equipment or the Distribution System, the Company shall have the right to De-energise the Customer's Installation if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.

- 10.4 If, in the reasonable opinion of the Customer, the condition or manner of operation of the Distribution System or the Company's Equipment poses an immediate threat of injury or material damage to any person or to the Customer's Installation or other equipment, (including circumstances where the Customer's Generating Plant becomes subject to frequency levels which could result in damage to that Generating Plant) the Customer shall have the right to De-energise the Customer's Installation if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.

- 10.5 The Company may temporarily De-energise the Connection Point to avoid danger or a breach of the Regulations or in the case of an emergency affecting or likely to affect the Distribution System or GB Transmission System or any other distribution or transmission system or to permit other persons to connect to the Distribution System provided that the Company shall give the Customer at least 2 days notice (using its best endeavours to provide as long a notice as practicable) unless prevented by Force Majeure.
- 10.6 The Company or, as the case may be, the Customer shall re-Energise the Customer's Installation as quickly as practicable after the circumstances leading to any De-energisation under Clauses 10.3, 10.4 or 10.5 (as the case may be) have ceased to exist.
- 10.7 The Customer shall maintain the Customer's Installation (including the Generating Plant) so that it is reasonably fit for the purpose for which it is used and so that neither it or its operation or use shall be liable to cause damage to or interference with the Distribution System or its operation or use or the supply to other customers connected to that system or to the GB Transmission System.

11. **RIGHTS OF ACCESS**

Each Party shall procure that such employees and/or agents and/or sub-contractors and/or invitees of the other as are reasonably necessary shall at all times be entitled to enter the Premises or the Company's Premises (as the case may be) at convenient times (except in the case of emergency) and upon reasonable notice (except in the case of emergency and reading of meters) for the purpose of carrying out of connection or modification works under Clause 5 and inspecting, testing, repairing, renewing, maintaining, isolating, protecting or removing the Company's Equipment or the Customer's Installation or any part thereof, reading of meters and lawfully disconnecting or De-Energising the Connection Point and for any other purpose required for the operation of the Distribution System and shall be given safe and unobstructed access thereto. In particular the provisions as to rights of access specified in paragraphs 7 to 10 of Schedule 5 to the Act shall apply to this Agreement. Any individuals to whom access is given pursuant to this Clause 11 shall comply with all reasonable directions given by the Company or the Customer (as the case may be) and its appropriately authorised employees and agents as to general safety and site security requirements.

12. **METERING EQUIPMENT**

- 12.1 The Customer shall, as appropriate, make arrangements for the metering of any electricity imported or exported through the Connection Point: -
- (A) with the Meter Operator Agent appointed by the Customer or the Authorised Electricity Operator; or
 - (B) with the person who contracts with the Customer to supply or purchase electricity from time to time.
- 12.2 The Customer shall at all times permit the Company its employees agents sub-contractors and invitees to install such metering equipment including any ancillary recording and communication equipment or lines as may be reasonably required on the Premises, shall allow the Company access to such equipment in accordance with the provisions of Clause 11 and shall refrain from interfering with such equipment and the immediate connections to such equipment in accordance with the provisions of Clause 10.

13. **LIMITATION OF CAPACITY**

- 13.1 The Customer undertakes that it shall not at any time pass electricity through the Customer's Installation on to the Distribution System at the Connection Point in excess of the Maximum Export Capacity. The Customer further undertakes that it shall not at any time take any supply of

- electricity through the Customer's Installation from the Distribution System at the Connection Point in excess of the Maximum Import Capacity.
- 13.2 Subject to Clauses 10.3 and 10.4, in the event that either the Maximum Export Capacity or the Maximum Import Capacity is exceeded the Company may give written notice setting out details of and requesting the Customer to remedy the situation. If the Customer has not remedied the situation within 3 days of receipt of such written notice, or forthwith in the event of an emergency, the Company reserves the right to De-energise the Connection Point until such time as the Customer is able to satisfy the Company that the Maximum Export Capacity or the Maximum Import Capacity (as appropriate) will not be exceeded on the connection being renewed or arrangements have been made to vary the Maximum Export Capacity or Maximum Import Capacity (as appropriate) pursuant to Clause 13.4 or for a Modification pursuant to Clause 5.
- 13.3 Where the Maximum Export Capacity or the Maximum Import Capacity (as the case may be) is exceeded the Customer shall pay to the Company the reasonable additional costs incurred by the Company as a result thereof, including the cost of De-energising the Connection Point pursuant to Clause 13.2 and any subsequent re-Energisation.
- 13.4 Any reductions in the Maximum Import Capacity and/or Maximum Export Capacity will be governed by the rules outlined in the Company's Statement of Charges for the time being in force and issued pursuant to Condition 14 of the Electricity Distribution Licence.
14. **ASSIGNMENT AND SUB-CONTRACTING**
- 14.1 (A) Subject to Clause 14.1 (B), neither Party shall assign its benefit or burden under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.
- (B) Either Party may assign or charge its benefits under this Agreement in whole or in part by way of security.
- 14.2 Notwithstanding Clause 14.1, the Company shall be entitled without the consent of the Customer to assign its right and/or obligations under this Agreement, whether in whole or in part, where such assignment is to an Affiliate of the Company and such Affiliate is or will be entitled in terms of an Electricity Distribution Licence to perform the obligations of the Company under this Agreement thereby assigned.
- 14.3 Neither Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Agreement including activities envisaged by the Distribution Code without the prior consent of the other. The sub-contracting by the Company or the Customer of the performance of any obligations or duties under this Agreement or of any activities envisaged by the Distribution Code shall not relieve the Company or the Customer (as the case may be) from liability for performance of such obligation or duty.
15. **TERM, EVENTS OF DEFAULT AND TERMINATION**
- 15.1 This Agreement shall begin on the Commencement Date and will continue until terminated in accordance with this Clause 15.
- 15.2 Either Party may terminate this Agreement by giving the other one month's notice in writing provided that the Company shall not give such notice for so long as it is required to offer terms to the Customer for connection to the Distribution System under the Electricity Distribution Licence.
- 15.3 In the event that: -

- (A) the Customer shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the Company, notified to the Customer and corrected within 2 Business Days thereafter) any amount properly due or owing from it pursuant to the terms of this Agreement and such default is unremedied at the expiry of the period of 7 Business Days immediately following receipt by the Customer of written notice from the Company of such non-payment; or
- (B) the Customer shall fail in any material respect to perform or comply with any of the obligations expressed to be assumed by it under this Agreement including for the avoidance of doubt its obligation (subject to derogations) to comply with the Distribution Code and (if it is capable of remedy) it is not remedied to the reasonable satisfaction of the Company within 30 days of receiving written notice from the Company of the occurrence thereof and requiring the same to be remedied; or
- (C)
- (1) an interim order or bankruptcy order is made in respect of the Customer under the Insolvency Act 1986 or a voluntary arrangement is proposed in respect of him; or
 - (2) an order of the High Court is made or an effective resolution passed for the insolvent winding up or dissolution of the Customer; or
 - (3) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of the assets or undertaking of the Customer is appointed; or
 - (4) an administration order under Section 8 of the Insolvency Act 1986 is made or if a voluntary arrangement is proposed under Section 1 of that Act in respect of the Customer; or
 - (5) the Customer enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation); or
 - (6) the Customer is unable to pay its debts (within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986)

and in any such case within 28 days of his appointment the trustee in bankruptcy, liquidator, receiver, administrative receiver, administrator, nominee or other similar officer has not provided to the Company a guarantee of future performance by the Customer of this Agreement in such form and amount as the Company may reasonably require;

such event shall become an event of default when the Company declares by notice in writing to the Customer that such event has become an event of default provided that at that time the event of default continues unremedied.

- 15.4 Once any termination notice under Clause 15.2 has expired or the Company has given notice of an event of default pursuant to Clause 15.3 this Agreement shall terminate and, without prejudice to the other rights and remedies of the Company, the Company may Disconnect the Connection Point.
- 15.5 Upon termination of this Agreement the Customer shall allow the Company at its sole option to enter the Premises or the Company's Premises in order to remove the Company's Equipment and shall pay to the Company all sums then due and payable or accrued due under this Agreement and any reasonable costs incurred by the Company in Disconnecting the Connection Point and removing the Company's Equipment.

16. **SITE SPECIFIC CONDITIONS**

16.1 Where the Customer wishes to modify, alter or otherwise change the Customer's Generating Plant or other equipment or the manner of its operation then, except where such alteration or change requires construction works to be carried out by the Company or amounts to a Modification, the Customer may only do so upon obtaining the prior agreement of the Company, such agreement not to be unreasonably withheld.

16.2 Both Parties shall comply with the site specific conditions contained or referred to in Schedule 3.

17. **FORCE MAJEURE**

If either Party shall be unable to carry out any of its obligations under this Agreement due to a circumstance of Force Majeure this Agreement shall remain in effect but save as otherwise provided herein both Parties' obligations other than any obligation as to payment of charges shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:

- (A) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (B) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; and
- (C) the non-performing Party uses all reasonable efforts to remedy its inability to perform.

18. **NON-WAIVER**

18.1 None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

18.2 No delay by or omission of either Party in exercising any right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy.

19. **ENTIRE AGREEMENT**

This Agreement, (including the Schedules and any document referred to in it or executed pursuant to it) shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect thereto except that (unless otherwise agreed in writing between the Parties) it does not supersede any agreements, tenancies, leases, licences, wayleaves, deeds or other documents of any kind relating to land or an interest in land nor does it supersede the provisions of the Offer Letter so far as such provisions remain to be implemented or are effective.

Each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or warranty or other undertaking not fully reflected in the terms of this Agreement, and no amendment, modification or substitution hereto shall be effective unless executed in writing by both Parties.

20. **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by English Law and the Parties prorogate the non-exclusive jurisdiction of the Courts of England.

21. **DISPUTES RESOLUTION**

21.1 Without prejudice to the rights of the Parties in terms of (a) Condition 7 of the Licence (Determinations by the Authority) and (b) Section 23 of the Act (determination of disputes), the Parties shall not be obliged to submit any dispute, difference or question arising under or in connection with this Agreement to any prescribed method of resolution but shall be entitled, in the event of a failure to agree between them on a method of dispute resolution, to commence such proceedings or make such reference as they may competently pursue.

22. **VARIATIONS**

22.1 No variations to this Agreement shall be effective unless made in writing and signed by or on behalf of both Parties. The Company and the Customer shall effect any amendment required to be made to this Agreement by the Authority as a result of a change in the Electricity Distribution Licence or an order made pursuant to the Act or as a result of settling any of the terms hereof and the Customer hereby authorises and instructs the Company to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.

22.2 Either Party shall at any time be entitled to propose variations to this Agreement by notice in writing to the other Party. The Company and the Customer shall negotiate in good faith the terms of any such variations, but if a variation to the Agreement has not been agreed and put into effect within one month after it has been proposed, either Party shall be entitled to refer the matter to the Authority, pursuant to Condition 7 of the Electricity Distribution Licence, as if the variation were a new agreement as referred to in that condition. The Parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this Agreement as shall be necessary to give effect to any variation agreed or so determined.

23. **SAVINGS CLAUSE**

If any provision of this Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Union or by order of the Secretary of State such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

24. **NOTICES**

24.1 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and either delivered personally or by first class post, or facsimile.

24.2 The required address or facsimile number for a Party for the purpose of this Clause shall be the address or facsimile number specified for such purpose in Schedule 4 or such other address or facsimile number notified by such Party to the other from time to time.

24.3 A notice or other form of communication shall be deemed to have been served as follows:

- (A) if given or delivered personally at the time when given or delivered;
- (B) if sent by pre-paid first class post at the expiration of two Business Days after the document was delivered into the custody of the postal authorities;

- (C) if sent by facsimile, on receipt of confirmation from the addressee that it has been received.

In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed as set out above and delivered into the custody of the postal authorities as a pre-paid first class letter as the case may be.

25. **ACCOMMODATION FOR THE COMPANY'S EQUIPMENT**

- 25.1 The Customer shall provide or procure the provision of, at its own expense, such building or other suitable accommodation or facilities as the Company may reasonably require for any of its Apparatus Plant and equipment at the Premises and the Customer shall at its own expense keep such accommodation or facilities in good and safe repair and condition.
- 25.2 The Customer shall grant or procure the grant free of charge (or procure the grant free of charge by the freehold or leasehold owner as the case may be of the premises) to the Company a substation lease relating to the accommodation referred to above and the Customer shall obtain or procure the obtaining of all consents (including any mortgagees landlords or statutory consents) of any kind necessary to enable a valid substation lease to be granted.
- 25.3 If the lease referred to above is not granted or shall be terminated, forfeited, or surrendered (other than by replacement by a substitute lease) then the Company may terminate this Agreement by notice in writing to this effect to the Customer and the provisions of Clauses 15.4 and 15.5 shall apply.
- 25.4 The Company shall not be liable for any breach of this Agreement arising as a result of or caused by the landlord failing to comply with its obligations contained in the lease including in particular the obligation of the landlord to keep the substation building in good repair and water tight condition.

26. **ADDITIONAL CONSIDERATION**

For the avoidance of doubt and so that this Agreement shall contain valuable consideration the Customer agrees with the Company to pay (if demanded by the Company) the sum of £1.00 as additional consideration.

27 **CONTRACTS (Rights of Third Parties) ACT 1999**

The parties hereto hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this Agreement except for such rights, powers or benefits as are expressly conferred on the parties hereto in accordance with, and subject to, its terms.

**THESE ARE THE SCHEDULES REFERRED TO IN THE FOREGOING AGREEMENT
BETWEEN THE COMPANY AND THE CUSTOMER**

SCHEDULE 1

CHARGES

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

CONNECTION CHARGES

The total charge for the Company's Works as specified in the Offer Letter, dated **XX XXX 200X**, is **£X,XXX,XXX** (**X** million, **X** hundred and **X** thousand pounds) plus VAT at the appropriate rate.

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.

USE OF SYSTEM CHARGES

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.

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.

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.

SCHEDULE 2

CONNECTION EQUIPMENT, SUPPLY CHARACTERISTICS ETC.

SUPPLY CHARACTERISTICS

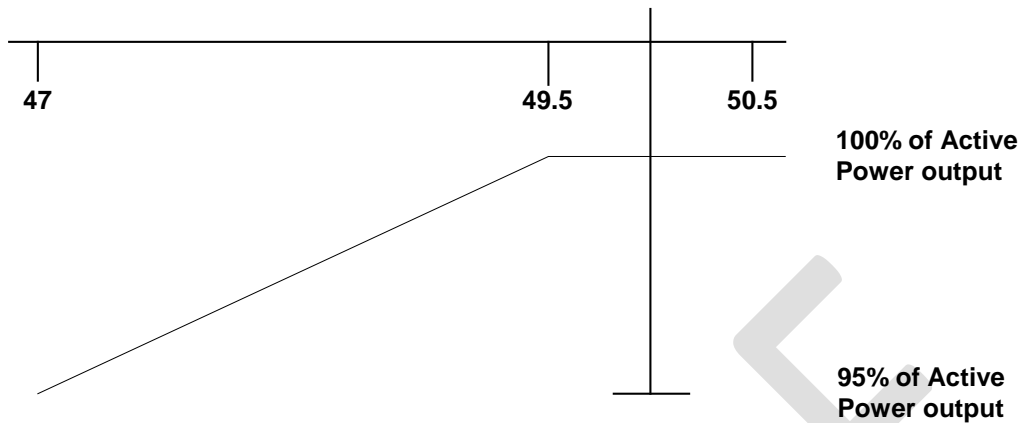
- | | |
|--------------|----------------|
| 1. Phases | Three Phase |
| 2. Current | Alternating |
| 3. Voltage | [33,000] Volts |
| 4. Frequency | 50Hz |

FREQUENCY RANGE REQUIREMENTS

The **Plant** and **Apparatus** must be designed:

- To enable operation of that **Plant** and **Apparatus** within the **System Frequency** range of 52Hz – 47Hz in accordance with the following.

51Hz – 52Hz	Operation for a period of at least 0.2 seconds is required each time the Frequency is above 51Hz.
47.5Hz – 52Hz	Continuous operation is required.
47Hz – 47.5Hz	Operation for at least 20 seconds is required each time the Frequency is below 47.5Hz.
- Such that each **Generating Unit** remains connected to the system without tripping of any **Generation Unit** for a close up solid three-phase fault on the **National Grid Transmission system** for a total fault clearance time of up to 140ms. It should be noted that although a solid three phase fault results in zero voltage at the point of fault at the instant of fault, the sequential clearance of the fault by circuit breakers means that the duration of zero voltage should not be more than 100ms. Such that each **Generating Unit** is capable (recognising that for wind farms **active power** can vary with wind speed) of;
 - Continuously maintaining constant **Active Power** output for **System Frequency** changes within the range 50.5Hz to 49.5Hz, and
 - Maintaining its **Active Power** output at a level not lower than the figure determined by the linear relationship shown in figure 1 for **System Frequency** changes within the range 49.5Hz to 47Hz, such that if the **System Frequency** drops to 47Hz the **Active Power** output does not decrease by more than 5%.



4. Such that for steady state voltage changes in the normal operating range, the **Active Power** output at the **Connection Point** to the **Network Operator's** system should not be affected by more than the change in the **Active Power** losses incurred at reduced or increased voltages.
5. To include a continuously acting control system to provide a voltage control, or **Reactive Power** control, or **Power Factor** control, or a combination of these, without instability over the entire **Active Power** operating range of the **Power Station** at the **Connection Point** to the host **Network Operators** system. The overall system shall include elements, which provide a limited bandwidth output of not greater than 0 to 5 Hz.

The bold fonts are terms that are defined in the **Glossary and Definitions** in the **Grid Code**.

Maximum Export Capacity

XXXX kVA Export Capacity [Unfirm], subject to the conditions detailed in Schedule 3

Maximum Import Capacity

XXXX kVA Import Capacity [Unfirm], subject to the conditions detailed in Schedule 3.

POWER FACTOR

The Customer should operate within the power factor range 0.9 (exporting MVar's) and 0.95 (importing MVar's) averaged over a half hour period with a power factor averaged over a four week period targeted at unity power factor (but not greater than 0.928) at all times measured at the Connection Point.

SPECIAL AUTOMATIC FACILITIES

An emergency trip facility connected to the Company's metering [33,000] volt switchgear for use by the Customer. The emergency trip facility will be installed at an agreed location within the Customer's area of the Substation building.

CONNECTION POINT

[XXX - include detail of PoC]

PREMISES

XXXXXXXXXXXXXX

COMMUNICATIONS EQUIPMENT AND DATA REQUIREMENTS

The following will be provided by the Customer at each Connection Point for input to the Company’s communications system.

[Analogues

- Total generated MW per Connection Point
- MW, MVA, Amps, Volts (kV) and frequency (0.01Hz precision) per Connection Point
- Anemometer reading of wind speed and wind direction for any turbine or cluster of turbines]

[Indications

- Double point circuit breaker indication contacts (i.e. one open, one closed) shall be provided for the Customer’s main XXX 33,000 / 11,000 XXXX volt circuit breaker on the Customer’s installation.]

GENERATING PLANT

GENERATING UNIT DATA	UNIT	
Number of identical units to which this data applies	No	XX
Prime Mover	Text	XX
Electrical Machine type	Text	XX
Machine Rating	kVA kW	XX
Rated terminal voltage	V	XX
Rated Power factor at machine terminals	---	XX
Maximum Generation (per unit)	kW	XX
Minimum Generation (per unit)	kW	XX
GENERATOR TRANSFORMER DATA	UNIT	
Rated Capacity	MVA	XX
Positive sequence reactance (% on rated MVA)	%	X

CONNECTION EQUIPMENT

[List all sole use Connection Equipment – including that provided by the Customer as Contestable Works]

DESIGN FAULT LEVEL

[XXX – include details]

MAXIMUM FAULT CONTRIBUTION FROM [XXXX]

[XXX – include details]

SAMPLE

Schedule 2 Annexe 1

LINE DIAGRAM

SAMPLE

Schedule 2, Annexe 2

LOCATION PLAN

SAMPLE

SCHEDULE 3

SITE SPECIFIC CONDITIONS

[FOR TECHNICAL DISCUSSION]

1. DEFINITIONS

For the purpose of this Schedule the following definitions shall apply;

"Authorised Person" is a person recognised by the Company or the Customer as having sufficient technical knowledge and/or experience to enable him to avoid danger, as referred to in the notes of guidance on the Electricity at Work Regulations 1989 relating to Regulation 16. This person may be nominated by the Company or the Customer to carry out specific duties.

"G59/1" and "G75" are the current Electricity Association Recommendations relating to the connection of embedded generating plant at the date of the Offer Letter.

"Protection Equipment" is the automatic equipment installed by the Customer to comply with G59/1, and listed in Annexe 1.

"G5/4" is the current Engineering Recommendation G5/4, "Limits for Harmonics in the United Kingdom Electricity Supply System.

"Power Systems Management Centre or (PSMC)" The Duty Engineer within The Company's Network Management Centre. The lines of communication with this centre will be defined and agreed with due regard to G59/1 and G75 and the Distribution Code before Energisation.

"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.

"Interface Protection" the automatic equipment installed by either the Customer or the Company at the Exit Point and listed in annexe 1.

"Unfirm" the proposed method of electrical connection whereby the faulting, repairs, replacements or planned maintenance, of any single major item of plant, equipment or line, associated with the connection (including items on the NGC transmission system, or the Distribution System) will cause the connection to be lost (i.e. the Customer will be unable to export or import to or from the Distribution System) until repairs, replacement, maintenance or other works on that item of plant, equipment and lines, are complete.

Annexe 1 - Protection Details and Settings.

Annexe 2 - Schematic Diagram of Customer's Installation.

Annexe 3 - Communication Channels.

1) GENERATING PLANT

XXXXXXXXXXXXXXXXXX

2) OPERATION

The Customer's operational regime must comply with the principles of G59/1 and G75.

The Customer shall ensure that the Customer's Installation is operated within the limits detailed in Engineering Recommendations G5/4, P28 and P29.

The Customer should operate at the power factor stipulated in Schedule 2 of this Agreement. The vector sum of the real and reactive power should not exceed the maximum capacity MVA limits specified in Schedule 2.

The Customer must ensure that the generator is stable under all required operating conditions.

The Customer must comply with the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time)

The Customer must establish whether the substation is a “hot” site, having a rise of earth potential exceeding the present limit of 650V for any earth fault on the site. If the substation is declared “hot” then the Customer must install appropriate barrier and isolation facilities in all wiring and communication circuits which may be referred to a remote earth potential. It will also be necessary to ensure that appropriate safety procedures are used when working on these facilities.

3) INTERFACE PROTECTION

Company Protection

The function of this equipment is to enable compliance with our responsibilities under the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) and to provide back up to the Customer’s G59 protection.

It is the Customer’s responsibility to protect the whole of the Customer’s Installation including the short length of Customer busbar between the metered interface breakers and the Customer’s apparatus.

The Company will allow the Customer to use a company current transformers and a trip signal for the customer to use to protect the short length of the customer’s 132kV busbar between this interface breaker and the customer’s apparatus.

Overcurrent and earth fault backup protection will be fitted on the interface circuit breakers. This includes under/over frequency and under/over voltage. The Company’s protection equipment and settings are detailed in Annexe1. Each feeder is protected by its own set of relays.

The Customer shall perform system studies to support the settings to be applied to the loss of mains relays. It is recommended that these studies form part of the dynamic modelling of the whole installation. The Company will provide the necessary data regarding the distribution system to facilitate this.

Customer Protection

The Customer must install protection to comply with G59/1 and G75. This protection system must incorporate a recognised loss of mains protection device to ensure disconnection of the generation if islanding occurs.

The performance of the Customers protection for the Customer’s Installation should not compromise the security and quality of supply of customers connected to the Company’s Distribution System. To this end we expect the Customer’s protection to perform within the same operating criteria that the Company applies for its Distribution System protection, that is the detection and clearance of 132kV phase & earth faults within 120ms and detection and clearance of 33kV phase & earth faults within 200ms.

All the Customer’s equipment beyond the Connection Point including cables, overhead lines or busbars and all plant, including circuit breakers, reactors, capacitors or windings of transformers owned and operated by the Customer are to deemed as part of the Customer’s Installation and therefore the protection of this equipment is to be covered by the above protection requirements.

Following correct operation of the Customer’s Protection Equipment, the Customer’s interface circuit breaker shall not be closed in parallel with the Company’s Distribution System until the incoming

supply has been proved sound and correct on all phases for a period not less than 5 minutes, or so determined by consultation with the PSMC.

The Customer shall perform periodic testing of the Protection Equipment at regular intervals. The Company shall have the right periodically (at reasonable times and on reasonable notice) to, require the Customer to demonstrate that the Protection Equipment continues to function correctly.

The Customer is responsible for providing at its own cost and expense:-

(a) protection for the Customer's Installation so as to prevent Danger (as defined in the Regulations) and not to cause damage to or interference with the Distribution System or the supply of electricity to others and

Synchronisation Equipment at a circuit breaker forming part of the Customer's Installation.

One 132kV circuit breaker at the Connection Point belongs to the Company with standard protection and control settings, full details of which have been given to the Customer and receipt of which the Customer hereby acknowledges.

In accordance with the Company's recommendations which the Company considers to be Good Industry Practice, the Customer should at its own expense:-

(b) install maintain and operate a circuit breaker forming part of the Customer's Installation which is opened by the Customer's G59 and G75 Equipment and which is closed by the Customer's Synchronisation Equipment.

4) POWER QUALITY

The Customer shall ensure that the Customer's Installation is operated within the limits detailed in Engineering Recommendations G5/4, P28 and P29.

The Customer must ensure that each generator is stable under all required operating conditions.

The Customer shall ensure that the connection of their Generating plant and any associated plant must not cause the levels of harmonic voltage distortion measured at the point of common coupling to exceed the appropriate levels given in Engineering Recommendation G5/4. Particular attention should be made to avoid any resonant condition caused by a mix of unloaded cable capacitance and transformer reactance.

The Customer shall ensure that the connection of their Generating plant and any associated plant must not cause any harmonic current injection into telephony and communication networks.

The Customer shall ensure that their Generation plant and any associated plant should be capable of performing satisfactorily under the network unbalance conditions defined in Engineering Recommendation P29. Voltage unbalance should not normally exceed 2 % during any one minute period but 1 % may exist continuously.

The Customer shall ensure that their Generation plant and any associated plant will not create voltage disturbances assessed against Engineering Recommendation P28. The effect of Step Voltage Changes caused by the connection and disconnection of the Generating Plant from the Distribution System must not impose unacceptable voltage changes. Limits for Step Voltage changes caused by the connection and disconnection of Generating Plants from the Distribution System, are $\pm 3\%$ for infrequent planned switching events or outages (in accordance with Engineering Recommendation P28) and $\pm 6\%$ for unplanned outages such as faults.

The Customer shall ensure that their Generation plant has sufficient steady state, voltage and transient stability in order to prevent power quality disturbances to others. During fault conditions, where the combination of generation output, and through flow levels leads which lead to circuit overloading, the Customer should rapidly disconnect or constrain their Generating Plant."

5) OPERATIONAL AND SAFETY ASPECTS

As indicated in the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) Regulation 26 (as amended) has to be complied with and the detail is outlined in Schedule 3. In this case application is made on the basis of Part I and Part II, but in general Part II will apply, since parallel operation will be the normal method of operation.

Synchronisation will be automatic and controlled by the Customer on its own circuit breakers.

The Company will maintain records of plant maintenance and failure of the Company's equipment and the Customer will maintain records of plant maintenance and failure of the Customer's Equipment.

The Company's means of connection and disconnection of the Connection is the one 132kV Company circuit breaker in the XXXXXXXXXXXX substation. The Customer will be provided with an emergency trip facility that will open the 1 breaker and disconnect the connection.

The Customer's means of connection and disconnection are on the Customer's 33kV circuit breaker in the Customer's substation.

The normal method of communication between both parties will be through the Communication Channel detailed in Annexe 3.

Both parties shall ensure that all persons carrying out operations on their installation or equipment are authorised and competent. Details of the both parties Authorised Persons can be obtained through the Communication Channels detailed in Annexe 3. The Customer's Shift Manager (To Be Agreed) will keep a record of any condition, occurrence or incident which could affect the safety of the Company's personnel and inform the Company. The Company's Control Engineer will keep a record of any condition occurrence or incident which could affect the safety of the Customer's personnel and inform the Customer.

The Customer shall ensure that all Plant and/or apparatus under its control is capable of withstanding the prospective fault current associated with all sources of electrical energy.

The Customer shall post a copy for inspection near the Exit Point and keep up to date the following information as required by Schedule 3 Part II section 3(h) of the Regulations and the Distribution Code DPC5.4.3 ;

- 1) A System Diagram.
- 2) A Schedule showing the Control Engineer, Occupier, Safety Rules and ownership applicable to the control and maintenance of electrical plant.
- 3) A Schedule of agreed protection settings and the result of tests.
- 4) A Responsibility schedule for equipment at the Exit Point.

The Customer must establish whether the substation is a "hot" site, having a rise of earth potential exceeding the present limit of 650V for any earth fault on the site. If the substation is declared "hot" then the Customer must install appropriate barrier and isolation facilities in all wiring and communication circuits which may be referred to a remote earth potential. It will also be necessary to ensure that appropriate safety procedures are used when working on these facilities.

Electrical Interconnection

The Customer must ensure that the Customer's Electrical Installation does not extend beyond the Premises boundary defined in Schedule 2 and that there is no electrical interconnection with any adjacent premises or installation.

6) OPERATIONAL RESTRICTIONS

The Company reserves the right to instruct the Customer to reduce or curtail power export and power import during time of operational difficulties, Emergency situations or during Outages (or as so directed by our Control Engineer).

7) CONSTRAINTS

The Customer acknowledges and accepts a connection which is subject to the restrictions Outages and constraints referred to in this Agreement, and that it is not entitled under the provisions of this Agreement or otherwise to the payment of compensation from the Company in respect of any such restriction Outage or constraint.

In the event that the Company has (under the provisions of any other agreement or legislation or arrangement of any kind) to make a payment in respect of such restriction outage or constraint to the Customer (or to any other person and the Customer, directly or indirectly, receives any such payment or part of it) then the Customer shall refund the same to the Company and the Agreement shall contain specific details to this effect.

The Customer is requesting and accepting a connection via a single circuit breaker for the Customer's Installation (including the Generating Plant) to the Distribution System at the **XXXXXXXXXXXXXXXXXX**.

The Customer acknowledges that in the event of any of the single connection equipment at **XXXXXXXXXXXXXXXXXX** (e.g. the 132kV overhead line, 132kV circuit breaker or associated protection or auxiliary equipment) being out of service at times of Outages, maintenance, fault, extension, repair or during Planned Outages or other times, the Customer will not be able to export energy onto or import energy from the Distribution System during this period.

Under the terms of the CUSC and the Company's Bilateral Connection Agreement for **XXXXXXXXXXXXXXXXXX** the Company only has a right to import energy from the GB Transmission System. Should NGET experience an export of energy from the Distribution System the Company reserves the right to instruct the Customer (who must implement a system and procedures acceptable to the Company) to reduce generation output to a point at which normal import power flows from the GB Transmission System are resumed.

8) GENERATOR INSTALLATION CHARACTERISTICS

A requirement of the Agreement is that the new connection should not have a detrimental effect on the stability of the distribution system and should not cause voltage steps, harmonics or other disturbances on the Company's system outside the values laid down in the relevant documents. It is also a condition of connection that the installation rides through transient faults on the 132kV distribution system without affecting the security and quality of supply to existing customers.

9) DEROGATION FROM DISTRIBUTION CODE

Neither Party is required to comply with the provisions of the long term planning phase as detailed in DOC 2.6.

PROTECTION DETAILS AND SETTINGS

(To be agreed)

SAMPLE

SCHEMATIC DIAGRAM OF CUSTOMER'S INSTALLATION

(To be provided by the Customer)

SAMPLE

COMMUNICATION CHANNELS

(a) Communication Channels

- (i) Company's Communication Channel - telephone to Company's Power Systems Management Centre

Telephone No 0151 609 4842
Fax No 0151 609 4940
Address Prenton Way, Prenton CH43 3ET

- (ii) Customer's Communication Channel. (TO BE ADDED)

Telephone No
Fax No
Address

(b) Authorised Persons

- (i) Company's Authorised Persons

Details of the Company's authorised persons can be obtained from the PSMC, Prenton Way, Prenton

Tel No. as above

- (ii) Customer's Authorised Persons – (TO BE ADDED)

SCHEDULE 4

ADDRESSES FOR SERVICE OF NOTICES

Company

Customer

Distribution Policy Manager
SP Manweb plc
Ochil House
10 Technology Avenue
Hamilton International Technology Park
High Blantyre
G72 0HT

Copy to Distribution Policy Manager

SAMPLE