

DATED _____



BILATERAL CONNECTION AGREEMENT

SP MANWEB plc (1)

And

[XXXX] (2)

**BILATERAL CONNECTION AGREEMENT
FOR A DIRECTLY CONNECTED DISTRIBUTION SYSTEM OF
ANOTHER LICENSED DISTRIBUTOR**

AT

[XXXX]

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THIS BILATERAL CONNECTION AGREEMENT is made on the [] day of [] 202...

BETWEEN

- (1) SP Manweb plc, a company registered in England and Wales with the number 02366937 whose registered office is 3 Prenton Way, Prenton, CH43 3ET (the “**Company**”, which expression shall include its successors and/or permitted assigns); and
- (2) [XXX] a company registered in [XXX] with number [XXX] whose registered office is at [XXXX] (the “**User**”, which expression shall include its successors and/or permitted assigns).

WHEREAS

- (A) The User has applied for Connection to and use of the Company’s Distribution System and pursuant to the Company’s Distribution Licence the Company is required to offer terms in this respect.
- (B) The Company and the User are parties to the Distribution Connection and Use of System Agreement (the “**DCUSA**”) as referred to in Condition 22 of their distribution licences granted, or treated as granted, under the Electricity Act 1989.
- (C) This Bilateral Connection Agreement including its schedules (this “**BCA**”) is entered into pursuant to the DCUSA and shall be read as being governed by it.
- (D) For the purposes of this BCA, the Company is the person providing Connection and Use of Distribution System (and so is the Company for the purposes of the DCUSA) and the User is the person receiving Connection and Use of Distribution System (and so is the User for the purposes of the DCUSA).

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

1.1 Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions defined in the DCUSA have the same meanings in this BCA. Where terms and expressions have different meanings in respect of Sections 2A and 2B of the DCUSA, the meanings given in respect of Section 2B of the DCUSA shall apply.

1.2 The following terms and expressions shall have the meaning set out below:

SPEN Ref: [xxx]
Site Name [xxx]

IDNO Ref: [xxx]
QAS [xxx]

“Accredited” has the meaning given thereto in the Master Registration Agreement;

“Apparatus” means all equipment in which electrical conductors are used, supported or of which they may form part;

“Commencement Date” means the date that the connection is energised as detailed in Part 3 of Schedule 1;

“Company’s Equipment” means the switchgear or other equipment, lines or other parts of the Company’s Distribution System or any other property or rights of the Company, including any Substation;

“Plant” means fixed and movable items other than Apparatus;

“Power Factor” means the ratio of active power (kW) to the apparent power (kVA);

“Schedule” means the schedule annexed and executed as relative to this Agreement;

“Small Generator” means at any time an electricity generator with a Declared Net Capacity not exceeding the number of kVA set out in Part 3 of Schedule 1 at that time;

“Substation” means an electricity substation (as defined in the Regulations) of the Company;

“User’s Customer” means any person connected to the User’s Distribution Network for the purposes of receiving an electricity supply;

“User’s Distribution Network” means at any time the User’s electricity network for the distribution of electricity of which brief details are given in Part 3 of Schedule 1 together with any structures, equipment, lines, appliances or devices (not being Company’s Equipment) used or to be used by the User and connected or to be connected to the Company’s Distribution System at that time;

“User’s Premises” means at any time any land or buildings of the User in which any of the Company’s Equipment is to be installed or is at that time situate;

- 1.3 Unless the subject matter or context otherwise requires or is inconsistent therewith, the rules of interpretation applying in the DCUSA shall apply equally to this BCA, and accordingly clause 1.2 of the DCUSA shall apply to this BCA as if it was set out herein and referred to this BCA (rather than “the Agreement”). Where different rules of interpretation apply in respect of Sections 2A and 2B of the DCUSA, the rules of interpretation applying in respect of Section 2B of the DCUSA shall apply.

2 COMMENCEMENT, DURATION AND CONNECTION

- 2.1 This BCA shall take effect on the date hereof and shall continue in force until terminated in accordance with Clause 7.
- 2.2 The DCUSA and this BCA shall supersede any prior agreements or arrangements between the Company and the User in respect of Connection at the Connection Points specified herein.

3 THE USER’S RIGHT TO BE AND TO REMAIN CONNECTED TO THE COMPANY’S DISTRIBUTION SYSTEM

- 3.1 Subject to the terms and conditions of the DCUSA and this BCA, the User shall have the right for the User’s Distribution System to be, and to remain, Connected to the Company’s Distribution System at the Connection Points specified herein, and (subject to the DCUSA) the right to be and remain Energised.
- 3.2 The rights referred to in Clause 3.1 are conditional upon:
- 3.2.1 ‘Completion’ of the relevant Connection Assets under and in accordance with any agreement for the construction or modification of the Connection Assets so that they may be Energised;
 - 3.2.2 the Company having procured, or the User having procured or granted to the Company in respect of land under its control, the land rights and interests for the Connection Assets as specified in Schedule 3 (and those land rights and interests remaining in force).
 - 3.2.3 the User, as an Independent Distribution Network Operator (IDNO) connected to the Company’s Distribution System, complying with the requirements of SUB-02-013 and any other relevant policies as published (and updated from time to time) on the Company’s website.

- 3.3 If the conditions set out in Clause 3.2 are not fulfilled at the date hereof each party shall use reasonable endeavours to procure the fulfilment of those conditions relating to it which have not already been fulfilled. If the conditions have not been fulfilled within three months of the date hereof, the Company shall have the right to terminate this BCA.
- 3.4 Once each of the conditions in Clause 3.2 has been fulfilled, each party shall use reasonable endeavours to keep such conditions relating to it fulfilled throughout the term of this BCA.
- 3.5 The User and the Company undertake to each other that they shall forthwith notify the other of any change of circumstances occurring hereafter as a result of which any of the above conditions ceases to apply and the User and the Company shall indemnify each other against all actions, proceedings, claims or demands brought or threatened against them by a third party as a result of any breach of the undertakings contained in Clause 3.

4 THE CONNECTION POINTS, CONNECTION EQUIPMENT AND CONNECTION ASSETS

- 4.1 The Connection Points, Connection Equipment and Connection Assets to which this BCA relates are more particularly described in Schedules 1 and 3.

5 MAXIMUM CAPACITY

- 5.1 The Maximum Import Capacity and the Maximum Export Capacity for this BCA are specified at Schedule 1.

6 COMPLIANCE WITH SITE SPECIFIC CONDITIONS AND OPERATIONAL ARRANGEMENTS

- 6.1 The site specific conditions and operational arrangements are specified in Schedule 3. As appropriate the Company and/or the User shall use reasonable endeavours to comply with them.

7 TERM

- 7.1 Subject to Clause 3.3, this BCA shall continue in full force and effect until:
- 7.1.1 terminated by the User giving the Company 3 months' notice in writing (or such lesser period as may be agreed between the parties);

- 7.1.2 terminated by the Company giving the User 3 months' notice in writing (or such lesser period as may be agreed between the parties) save that for so long as the Company is required to offer terms for Connection and Use of Distribution System to the User in respect of the Company's Distribution System pursuant to the Company's Distribution Licence, such termination shall only be effective if the User does not notify the Company within 14 days of the date of the Company's notice that the User requires replacement terms to be entered into pursuant to Condition 12 of the Company's Distribution Licence;
- 7.1.3 terminated in accordance with Clause 7.3; or
- 7.1.4 (subject to contrary agreement between the parties) Disconnection of the Connection Point.
- 7.2 For the purpose of this BCA it shall be an event of default if:
- 7.2.1 the User ceases to be a Party to the DCUSA;
- 7.2.2 the User breaches in any material respect any of its obligations under this BCA and (if it is capable of remedy) it is not remedied within 30 days of receiving written notice from the Company of the occurrence thereof; or
- 7.2.3 any of the conditions precedent set out in Clause 3.2 and relating to the User cease to be satisfied.
- 7.3 Upon an event of default pursuant to Clause 7.2, the Company (without prejudice to its other rights and remedies) shall have the following rights:
- 7.3.1 to terminate this BCA;
- 7.3.2 to an injunction or equitable relief, or to make restitution of amounts improperly received; and
- 7.3.3 to set off any amounts then due and owing by the User to the Company against amount payable by the Company to the User.
- 7.4 Upon termination of this BCA the User shall allow the Company at its sole option to Disconnect, and to enter the User's premises in order to Disconnect, the Connection Point and shall pay to the Company all sums then due and payable or accrued due under this BCA and any costs incurred by the Company in Disconnecting the Connection Point

and removing the Company's Connection Equipment and/or the User's Connection Equipment and re-instating the Company's Premises or those of any Affiliate.

7.5 Termination of this BCA shall not affect any rights or obligations which may have accrued prior to termination or resulting from the event giving rise to the right to terminate and shall not affect any continuing obligations which survive termination.

7.6 Clauses 7.3, 7.4, 7.5, 7.6, 7.7 and 9 shall survive termination of this BCA.

7.7 Upon termination of this BCA for any reason whatsoever, the User shall pay to the Company the charges due or owing to the Company under the DCUSA and this BCA (or such other agreements as may be in place) together with any, costs, fees and expenses properly incurred by the Company as a result of such termination, and the User shall pay the same within 28 days of the date of an invoice submitted by the Company.

8 VARIATIONS

8.1 Subject to Clause 8.2, and 8.3 below, no variation to this BCA shall be effective unless made in writing and signed by or on behalf of both parties.

8.2 Either party shall at any time be entitled to propose variations to this BCA by notice in writing to the other party (including variations to the Maximum Import Capacity and the Maximum Export Capacity). The Company and the User shall negotiate in good faith the terms of any such variation, but if a variation to this BCA has not been agreed and put into effect within 20 Working Days after it has been proposed, either party shall be entitled to refer the matter to the Authority, pursuant to Section 23 of the Act, as if the variation were a new connection as referred to in that Section. The parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this BCA as shall be necessary to give effect to any variation agreed or so determined.

8.3 The parties shall use reasonable endeavours to ensure the BCA is maintained (or varied) in line with the DCUSA and other Relevant Instruments.

9 GENERAL

9.1 For the purposes of this BCA and the provisions of the DCUSA referred to in Clause 9.2.1, the figure of "£1 million" referred to in that provision of the DCUSA shall remain unchanged.

9.2 Subject to Clause 9.1, the provisions of the DCUSA under the following headings shall apply to this BCA as if they were set out herein and referred to this BCA (rather than “the Agreement”):

9.2.1 Limitation of Liability;

9.2.2 Force Majeure;

9.2.3 Disputes;

9.2.4 Notices;

9.2.5 Entire Agreement;

9.2.6 Severability;

9.2.7 Waivers;

9.2.8 Third Party Rights;

9.2.9 Assignment and Sub-contracting; and

9.2.10 Law and Jurisdiction.

IN WITNESS WHEREOF the hands of the duly authorised representatives of the parties
hereto at the date first above written:

Signed for and on behalf of the User by)
)
Print name:) Signature:
)
Job title:)

Before this witness

Print name:) Signature:
)
Job title:)
Address:
.....
.....

Signed for and on behalf of the Company by)
)
Print name:) Signature:
)
Job title:)

Before this witness

Print name:) Signature:
)
Job title:)
Address:
.....
.....

SCHEDULE 1 – CONNECTION CHARACTERISTICS

Part 1 – Name of Connection

[SITE NAME]

Part 2 – Type of Connection

[Firm Connection

A firm connection provides an arrangement which, in the event of a fault on, or the taking out of commission for maintenance or other purpose of, any one circuit forming part of the connection arrangement at the Exit Point or the Company's Distribution System feeding that arrangement, ensures continued availability of the agreed Maximum Capacity. This definition is to be regarded as unaffected by the fact that switching may be required to relieve a condition of overloading following the loss of one circuit or item of equipment, provided there is no De-Energisation resulting from such switching.]

[Automatic Firm Connection

An automatic firm connection provides an arrangement which, with the exception of a momentary De-Energisation resulting from the operation of Automatic Switching following a fault on any of the circuits forming part of the connection arrangement at the Exit Point or the Company's Distribution System feeding that arrangement, will maintain the Maximum Capacity.]

[Alternative Switched Connection

An alternative switched connection provides an arrangement which will restore capacity by switching the availability of the Maximum Capacity following a fault on the Connection Equipment or one of the circuits forming part of the connection arrangement at the Exit Point or the Company's Distribution System feeding that arrangement.]

[Single Circuit Connection

A single circuit connection provides an arrangement such that in the event of De-Energisation occurring at the Exit Point as a result of a fault on the Connection Equipment or, the circuits forming part of the connection arrangement at the Exit Point or the Company's Distribution System feeding that arrangement, Re-Energisation will be delayed until the completion of all necessary repairs.]

SPEN Ref: [xxx]
Site Name [xxx]

IDNO Ref: [xxx]
QAS [xxx]

Part 3a – Details of Connection

1.	Brief Details of User's Distribution Networks	[XXX]
2.	Location of Connection	[XXX]
3.	Exit Point	[XXX]
4.	Voltage(s) of Delivery	[XXX]
5.	Commencement Date	[XXX]
6.	Type of Connection	[XXX]
7.	Maximum Fault Level (at the Point of Isolation)	[XXX]
8.	Upstream Protective Device (and rating/setting)	[XXX]
9.	Connection Charge	[XXX] (exclusive of VAT). The Company acknowledges that full payment of this connection charge was received at the time of the User's acceptance of the Company's Connection offer. The Company has not contributed to the cost of this Connection.

Part 3b – User's Maximum Capacity

User's Maximum Capacity		Upon Energisation (kVA)	At end of Year 1 (kVA)	At end of Year 2 (kVA)	At end of Year 3 (kVA)
1.	Maximum Import Capacity	[XXX]	[XXX]	[XXX]	[XXX]
2.	Maximum Export Capacity	[XXX]	[XXX]	[XXX]	[XXX]

The Company shall review the User's actual Maximum Import Capacity and Maximum Export Capacity requirements on an annual basis. Such review shall be carried out no sooner than one year following the date that the Connection was first energised. Notwithstanding the provisions of Clause 8.2 of this BCA, the Company reserves the right, following discussion with the User, to amend the User's Maximum Import Capacity and/or Maximum Export Capacity in line with the User's actual capacity requirements at the time of each review.

SPEN Ref: [xxx]
Site Name [xxx]

IDNO Ref: [xxx]
QAS [xxx]

Part 4 – Drawings

- (a) Drawing detailing Point of Supply

- (b) Drawing detailing the proposed geographic extent of the User's Distribution Network
(as planned at the commencement date)

SCHEDULE 2 – USE OF SYSTEM

Part 1 – Use of System

The Use of System Charges at the Commencement Date shall be the relevant HV tariff as notified by the Company in accordance with the Relevant Charging Statement.

The Company has not contributed to the cost of this Connection.

SCHEDULE 3 – SITE SPECIFIC CONDITIONS

Part 1 – Operational Arrangement for Apparatus at Substation Supply to the User

1. Division of Responsibility for Control Maintenance & Operation

- (a) All apparatus on the Company's side of the Exit Point shall be controlled and operated by the Company. Maintenance of all apparatus on the Company's side of the Exit Points is the Company's responsibility at the User's cost.
- (b) Apparatus on the User's side of the Exit Point shall be the responsibility of the User.

The diagram in Part 2 of this Schedule indicates the operational boundaries which shall apply.

2. Switching Operations by User's Personnel on Company Controlled Apparatus

Energisation (or any subsequent Re-Energisation) of the Exit Point shall only be performed by the Company's authorised staff to the direct instructions of the Company's Control Engineer.

3. Work on Equipment

All work on apparatus controlled by the Company shall be carried out in accordance with the Company's 5th Edition Distribution Safety Rules and Operational Practice Manual utilising the Company's Safety Documents.

Where such apparatus is capable of being energised from switchgear under the control of the User, the User shall provide the Company with an Operation, Isolation and Earthing (OIE) Certificate* confirming actions taken to ensure safety and, where requested, demonstrate that the actions taken are appropriate in the circumstances.

All work on apparatus controlled by the User shall be carried out in accordance with the User's current arrangements OIE certificate(s) being provided by the Company when necessary. When requested, any work by the Company's staff shall be carried out under the Company's/Approved User's Safety Document procedures utilising, where necessary, OIE certificate(s) provided by the User or the Company.

* The Company will provide the Company's form for OIE certificate upon request from the User.

4. Irregularities of Supply

All faults or irregularities on the Company's equipment shall be reported immediately to the Company's Control Engineer.

5. Communication with the Control Engineer

The Company's staff are on duty at all times in the Company's Operational Control Centre (OCC). When speaking to the OCC the User's Representative should identify themselves and the substation they are calling about. Reports should be clear and concise.

The Company's (OCC) can be contacted on 0151 609 4999 or such other number as the Company may notify from time to time.

6. Communication with the User's Engineers

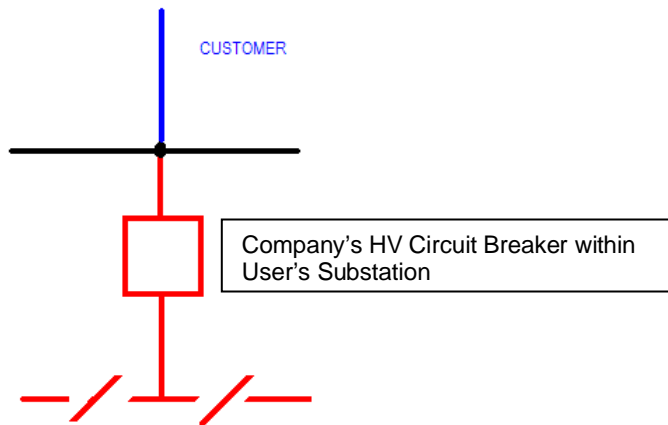
The User's engineers may be contacted as detailed in Schedule 8.

7. Small Generators Declared Net Capacity

16 amps (single phase) or such other capacity as the Company may determine, and notify the User, from time to time.

Part 2 – Connection equipment and control boundary

The diagram below shows the Connection Equipment and Control Boundary for the connection detailed in Schedule 1.



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Part 3 – Ownership and Responsibility of Buildings, Plant and Equipment

	OWNED BY	MAINTAINED BY	AT COST OF
CONNECTION ACCOMMODATION	[XXX]	[XXX]	[XXX]
The Connection Accommodation shall be secure, watertight and weather-proof accommodation for the Company's HV Connection equipment. The Company's decision shall be final in regard to the suitability of the Connection Accommodation.			

Part 4 – Schedule of Responsibility for Apparatus at Connection to Embedded Licensed Distribution Network

HV APPARATUS	Owned By	Safety Management System	Controlled By	Operated By	Maintained By
HV Equipment <i>Company's HV Fused equipment</i>	[XXX]	[XXX]	[XXX]	[XXX]	[XXX]
LV Equipment <i>LV Supply to BSU (If Required)</i>	[XXX]	[XXX]	[XXX]	[XXX]	[XXX]
CABLES <i>11,000 volt incoming cable from Company's network</i>	[XXX]	[XXX]	[XXX]	[XXX]	[XXX]
NON-COMPANY ASSETS – All equipment and apparatus beyond the outgoing terminals of the Company's HV circuit breaker within [XXXX]	[XXX]	[XXX]	[XXX]	[XXX]	[XXX]

Part 5 – Consents (Servitudes and Wayleaves)

The Company and the User acknowledge that the User was to procure servitudes/wayleaves for the route(s) of the Company's electric lines (whether underground cabled or overhead wires), within the site boundary, used to provide the connection covered by these electric lines. Such route(s) shall be so preserved by the User that damage shall not be caused to the electric lines.

The User also requires to procure for the Company, in a form acceptable to the Company acting reasonably, registered real rights that would allow the Company to repair, replace, alter or maintain the Company's apparatus within the User's Premises.

SCHEDULE 4 – GENERATION

Part 1 – Distributed Generation Connected to User’s Distribution System

Part 2 – Exclusion and Limitations of Liability for Distributed Generation Unavailability Payment

SAMPLE

SCHEDULE 5 – MODIFICATION APPLICATION

Name of Applicant:	
Address of Applicant:	
Telephone Number:	
Details of Modification required and reasons for same:	

Please attach Location Plan identifying any proposed intake position.

Proposed Date of Connection:	
Preferred Supply Voltage (EHV / HV / LV):	
Type of Supply (Single Phase / Three Phase):	
Maximum Distribution Capacity required (kVA/kW):	

Maximum Demand:		Winter		Summer		
		Weekday	Weekend	Weekday	Weekend	
Present / Initial	Day					kW/kVA
	Night					kW/kVA
Future	Day					kW/kVA
	Night					kW/kVA

Estimated Annual Consumption:	
Estimated Power Factor: (a) Average (b) At Max Demand	
Details of any Abnormal Loads: (e.g. large motors, welding equipment, harmonic content)	
Maximum Instantaneous Current: (e.g. starting current of largest motor)	
Frequency Starting: (single, switched firm, automatic firm)	
Will any electricity generating equipment be connected to the User's Distribution Network? If YES: (a) Please provide details on separate form / sheet (b) Will the generator(s) be run in parallel with the distribution system?	
Any other information considered by the Applicant to be relevant.	

Signed: _____

On Behalf of: _____

Date: _____

The completed form should be sent to the following address:

DCUSA Contract Manager
SP Manweb plc
Prenton Way
Birkenhead
Merseyside
CH43 3ET

SPEN Ref: [xxx]
Site Name [xxx]

IDNO Ref: [xxx]
QAS [xxx]

SCHEDULE 6 – CURTAILABLE CONNECTIONS

Part 1 – Details of Curtailable Connections connected to the user’s system.

Part 2 – Details of the Technical Requirements to instruct curtailment to user

Part 3 – Agreed Alternatives to Curtailment

SCHEDULE 7 – REQUIRED INFORMATION

1. At the Commencement Date, drawings showing the location and geographical extent of the User's Distribution Network. These drawings should be maintained and updated by the User as appropriate if there are material changes and the User shall provide reasonable notice to the Company of proposed material expansion of the geographical extent of the User's Distribution Network.
2. Core MPANs and addresses of all the User's Customers Connected to the User's Distribution Network, which will be provided by the User to the Company electronically in an agreed format on a quarterly basis except where the Company, acting reasonably, notifies the User that such information is to be provided by the User more frequently.
3. Contact details for the User detailed in Schedule 8 Part 2 shall be maintained and updated by the User as required.

SCHEDULE 8 – NOTICES AND CONTACT DETAILS

Part 1 – Addresses for Service of Notices

The Company's address for the serving of notices is:

DCUSA Contract Manager
SP Manweb plc
Prenton Way
Birkenhead
Merseyside
CH43 3ET

The User's address for the serving of notices is:

[XXXX]

Part 2 – Contact Details

Security Restriction Notices (Risk to Security of Supply)	[XXX]	
Control Engineers / Authorised Persons	Control Room	[XXX]
	Control Emergencies	[XXX]
	Control/Planning Correspondence	[XXX]
	Operational Planning	[XXX]
	No Supply	[XXX]
	Networks Operations & Maintenance	[XXX]
	Operation & Maintenance Correspondence	[XXX]
Address for receipt of DUoS Invoices	[XXX]	
Contact Telephone Numbers to be passed to individual customers who may contact the Company in error	No Supply, Cable Damage, Network Safety Issue etc.	[XXX]
	Other Enquiries, e.g. Load Increases, Service Alterations	[XXX]

SPEN Ref: [xxx]
Site Name [xxx]

IDNO Ref: [xxx]
QAS [xxx]

SCHEDULE 8 – TRANSFORMER TEST CERTIFICATE

SAMPLE

SPEN Ref: [xxx]
Site Name [xxx]

IDNO Ref: [xxx]
QAS [xxx]