

Name

Address 1

Address 2

Address 3

Address 4

Date

Our Ref:

Dear NAME

Site Address:

Thank you for your recent enquiry regarding the above site. I am writing to you on behalf Eastern Power Networks PLC the licensed distributor of electricity for the above address trading as UK Power Networks.

I am pleased to be able to provide you with a Flexible Plug and Play connection offer with a provisional price for carrying out the non-contestable works to provide a connection with Maximum Export Capacity of xxxxx kVA (xx MVA) to the above property

This offer is provided on Version 2 of UK Power Networks' standard terms and conditions for construction and adoption ("Terms and Conditions") which can be found at <http://www.ukpowernetworks.co.uk/internet/en/connections/competition-in-connections/technical-information-for-icps-and-idnos/> under the tab "Construction and Adoption".

Alternatively the standard terms and conditions may be requested by writing to UK Power Networks, Projects Gateway, Metropolitan House, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG.

**The Terms and Conditions are subject to the amendments set out in section 8 of this Notice.**

**Summary of what's included:** All of the paperwork included in this Notice is important, so please take the time to read it. Here is an overview of what's included:

1. Summary of the work
2. A connection offer with **provisional** price
3. Works to be completed by UK Power Networks (Non Contestable Works)
4. Works which you (the customer) need to complete (Contestable Works)
5. Variations to the Terms and Conditions
6. Additional information

7. Form of guarantees
8. Acceptance of Notice form
9. Appendix A – Connection Agreement

This letter and attachments together with the Terms and Conditions constitute the Notice for the purposes of Section 16A(5) of the Electricity Act 1989.

**May I draw to your attention the provisional nature of the price, the detail of which is set out in this document under the heading “The price”.**

At the date of this letter UK Power Networks has not completed its design and procurement process for the works. Accordingly, the location of the Electric Lines (as defined in the Terms and Conditions) and the electrical plant, the design, the delivery dates and the Price are provisional only. Upon completion of the design and procurement process UK Power Networks will notify you in writing of the adjustment (if any) to the Price, delivery dates, Non Contestable Works and Contestable Works (as defined in the Terms and Conditions).

Subject to the Terms and Conditions, the Price, delivery dates, Non Contestable Works and Contestable Works so adjusted shall, be the Price, delivery dates, Non Contestable Works and Contestable Works.

If the adjusted price is more than the provisional price you will be asked to pay the difference between the provisional price and the adjusted price.

Similarly, if the adjusted price is less than the provisional price UK Power Networks will refund to you the difference between the adjusted price and the provisional price.

### **Interruptible Connection**

The site for which you have requested a connection is subject to constraints on the Distribution System. This Flexible Plug and Play connection offer enables you to connect to the Distribution System subject to UK Power Networks being entitled to curtail your export of electricity on a Last In First Off (LIFO) basis. This means that customers will be placed on a queue based on their application date and will be curtailed in order with the last in the queue being the first to be curtailed.

This Flexible Plug and Play connection offer is to provide you with an Import Capacity of xxx kVA and a Maximum Export Capacity of xxxxx kVA subject to UK Power Networks' entitlement to curtail the export of electricity to the Distribution System in accordance with the Connection Agreement in Appendix A to this Notice (“Connection Agreement”).

For the purposes of this Notice and the Connection Agreement the export capacity available and subject to curtailment (known as the Planned Interruptible Export Capacity) is equal to the Maximum Export Capacity of xxxxx kVA .

By accepting this Notice you acknowledge and agree that:

- the Non- Contestable Works provide a connection that will be enable UK Power Networks to curtail the Interruptible Export Capacity in accordance with the Connection Agreement in Appendix A.
- The terms of the Connection Agreement (to the extent it is relevant) will apply to you from the date of acceptance of this Notice.
- The owner of the Generating Equipment and Customer's Installations must enter into the Connection Agreement in the form attached in Appendix A prior to Energisation;
- UK Power Networks will not be liable to you for any compensation or loss as a result of curtailment being undertaken except as set out in the Connection Agreement.

## **Basis of Curtailment under the Connection Agreement**

UK Power Networks may have received one or more other applications for interruptible connections to the same part of its Distribution System from one or more third party applicants (“prior applicants”). UK Power Networks has issued, or will issue, Flexible Distributed Generation connection offers to these prior applicants (the “Prior Offer(s)”).

Your position in the LIFO queue is subject to such Prior Offers being accepted by the prior applicants.

### **Additional conditions:**

Please note that in accordance with Energy Networks Association Engineering Recommendation G59/3, permanent normal operation of the generation scheme in parallel with the Distribution System is not permitted until a relay test has been conducted.

Only when the relay test sheet has been signed off by UK Power Networks’ nominated witness, will we deem the generation to be commissioned.

It shall be a condition of the Connection Agreement that you must operate the generation equipment at the point of supply as near to unity power factor as possible and under no circumstances operate at a leading power factor.

**What you should do next:** If you wish to proceed you will need to ensure that by 5pm on [date]

- We have received from you a signed and dated Acceptance of Notice Form (section eight of the Notice). You should sign and date other copy of the Acceptance of Notice Form and keep it safely with your other records; and
- We have received from you into our bank account in cleared funds the sum stated in paragraph 6 of the Acceptance of Notice Form. Payment can be made by cheque, BACS payment or credit or debit card. All payment details are on the Acceptance of Notice Form (section seven of the Notice). Please make sure that you allow sufficient time for payment to clear.

### **Interactive process**

Please be aware that if UK Power Networks receives another application for a connection to the same part of its distribution system and there is insufficient capacity upon its distribution system, or if there are other constraints upon it that will prevent both connections being made, UK Power Networks will apply its interactive connection application process. In these circumstances the period within which you must return payment and the signed Acceptance of Notice form as set out above will be reduced. You will be contacted if this occurs.

If you have any questions about this Notice or need more information, the best time to call is between the hours of 9:00 am and 4:30 pm, Monday to Friday. If the person you need to speak to is unavailable or engaged on another call when you ring, you may like to leave a message or call back later.

Yours sincerely



## 1. Summary of the work

Please note this is a Flexible Plug and Play connection offer with a provisional price.

This offer is to provide a connection with a Maximum Export Capacity of xxxxx kVA and a Maximum Import Capacity of xxx kVA to the [insert generation type ie solar PV/wind/CHP/Anaerobic Digestion etc] development at [insert name of project].

The Planned Interruptible Export Capacity for this connection shall be xxxxx kVA.

## 2. The price

The reason for the price being provisional is the design and procurement is not complete

The provisional price for this work, including the charges for connection to the existing distribution system is:

£xx plus VAT at an appropriate rate as per the table below

The outstanding balance to pay is £xx inclusive of VAT as appropriate

No Provisional Sum or allowance has been included within the Price for lane rental charges.

<b>Connection Charge</b>				
Charge Type	Net	Vat Rate %	VAT charged	Gross
Non-domestic	£	20	£	£
Domestic	£0.00	0	£0.00	£0.00
<b>Total</b>	£		£	£
<b>Advanced Payments Received</b>				
Charge Type	Net	Vat Rate %	VAT charged	Gross
Non-domestic	£0.00	0	£0.00	£0.00
Domestic	£0.00	0	£0.00	£0.00
<b>Total</b>	£0.00		£0.00	£0.00
<b>Outstanding Balance</b>				
Charge Type	Net		VAT charged	Gross
Non-domestic	£		£	£
Domestic	£0.00		£0.00	£0.00
<b>Total</b>	£		£	£

Please note that payment is required in full, in advance of the work being programmed

### Cost breakdown

Please see below for a breakdown of costs for this quotation:

<b>CONTESTABLE CHARGES</b> (charges that relate to the work which can be completed by either an Independent Connections Provider (ICP) or UK Power Networks)					
	LV Work	HV Work	EHV Work	Miscellaneous Work	Total
Jointer & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
Fitter & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
Linesman & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
AP / SAP	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00

<b>Labour Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Cable HV, EHV & Pilot	£0.00	£0.00	£0.00	£0.00	£0.00
Cable LV & Earth	£0.00	£0.00	£0.00	£0.00	£0.00
Jointing Kits & Accessories	£0.00	£0.00	£0.00	£0.00	£0.00
Termination Equipment	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Material Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Ground. Mounted Transformers & ACBs	£0.00	£0.00	£0.00	£0.00	£0.00
Pole Mounted Transformers & Overhead Plant	£0.00	£0.00	£0.00	£0.00	£0.00
RMU, Switchgear & LV Cabinets	£0.00	£0.00	£0.00	£0.00	£0.00
GRP, Pre-Fab Substations & Accessories	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Plant Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Civils Groundworks	£0.00	£0.00	£0.00	£0.00	£0.00
Specialist Overhead Line Works	£0.00	£0.00	£0.00	£0.00	£0.00
Off-loading & Traffic Management	£0.00	£0.00	£0.00	£0.00	£0.00
Other Contractor Cost	£0.00	£0.00	£0.00	£0.00	£0.00
Misc Items	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Other Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
<b>Less Total Contestable Credits</b>					<b>£0.00</b>
<b>Total Contestable Works (Exc VAT)</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>

<b>NON - CONTESTABLE CHARGES</b> (charges that relate to the work that has to be completed by UK Power Networks)					
	<b>LV Work</b>	<b>HV Work</b>	<b>EHV Work</b>	<b>Miscellaneous Work</b>	<b>Total</b>
Jointer & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
Fitter & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
Linesman & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
AP / SAP	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Labour Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Cable HV, EHV & Pilot	£0.00	£0.00	£0.00	£0.00	£0.00
Cable LV & Earth	£0.00	£0.00	£0.00	£0.00	£0.00
Jointing Kits & Accessories	£0.00	£0.00	£0.00	£0.00	£0.00
Termination Equipment	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Material Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Ground. Mounted Transformers & ACBs	£0.00	£0.00	£0.00	£0.00	£0.00
Pole Mounted Transformers & Overhead Plant	£0.00	£0.00	£0.00	£0.00	£0.00
RMU, Switchgear & LV Cabinets	£0.00	£0.00	£0.00	£0.00	£0.00
GRP, Pre-Fab Substations & Accessories	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Plant Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Civils Groundworks	£0.00	£0.00	£0.00	£0.00	£0.00
Specialist Overhead Line Works	£0.00	£0.00	£0.00	£0.00	£0.00
Off-loading & Traffic Management	£0.00	£0.00	£0.00	£0.00	£0.00
Other Contractor Cost	£0.00	£0.00	£0.00	£0.00	£0.00
Misc Items	£0.00	£49,152.00	£0.00	£0.00	£
<b>Other Total</b>	<b>£0.00</b>	<b>£</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£</b>
<b>Less Non Contestable Credits</b>					<b>£0.00</b>
<b>Total Non Contestable Works</b>	<b>£0.00</b>	<b>£</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£</b>

<b>CUSTOMER FUNDED ELEMENT OF COST SHARED WORK</b>					
	<b>LV Work</b>	<b>HV Work</b>	<b>EHV Work</b>	<b>Miscellaneous Work</b>	<b>Total</b>
Jointer & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
Fitter & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
Linesman & Mate	£0.00	£0.00	£0.00	£0.00	£0.00
AP / SAP	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Labour Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>

CiC INTERRUPTIBLE CONNECTION OFFER LIFO

Cable HV, EHV & Pilot	£0.00	£0.00	£0.00	£0.00	£0.00
Cable LV & Earth	£0.00	£0.00	£0.00	£0.00	£0.00
Jointing Kits & Accessories	£0.00	£0.00	£0.00	£0.00	£0.00
Termination Equipment	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Material Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Ground. Mounted Transformers & ACBs	£0.00	£0.00	£0.00	£0.00	£0.00
Pole Mounted Transformers & Overhead Plant	£0.00	£0.00	£0.00	£0.00	£0.00
RMU, Switchgear & LV Cabinets	£0.00	£0.00	£0.00	£0.00	£0.00
GRP, Pre-Fab Substations & Accessories	£0.00	£0.00	£0.00	£0.00	£0.00
Other	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Plant Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
Civils Groundworks	£0.00	£0.00	£0.00	£0.00	£0.00
Specialist Overhead Line Works	£0.00	£0.00	£0.00	£0.00	£0.00
Off-loading & Traffic Management	£0.00	£0.00	£0.00	£0.00	£0.00
Other Contractor Cost	£0.00	£0.00	£0.00	£0.00	£0.00
Misc Items	£0.00	£0.00	£0.00	£0.00	£0.00
<b>Other Total</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
<b>Total Customer Funded Cost Shared Works</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>

<b>OTHER CHARGES</b>	
Assessment/Design Charges	£0.00
Assessment Only Charges	£
Design Approval Charges	£
Testing & Monitoring Charges	£
Operation & Maintenance Charges	£0.00
Funded by or for Others	£0.00
<b>Total Other Charges (Exc VAT)</b>	<b>£</b>
<b>Total Quotation excluding VAT</b>	<b>£</b>

### **3. Works to be completed by UK Power Networks**

Please note that we will not be able to programme any work until:

- payment and signed Acceptance of Notice forms are received.
- all necessary legal consents have been completed successfully; and
- UK Power Networks has accepted your design and programme for the Contestable Works.

The Non Contestable Works will be completed by the end of [date]. This date is subject to:

- the date of your acceptance of this Notice;
- any further discussions we may have with you regarding the programming of the works;
- the completion of works by others, as stated in the quotation, that are prerequisite to the completion of our works but are not our responsibility to complete; and
- the Terms and Conditions of this quotation.

#### **Description of Non Contestable Works**

#### **POC positions**



## 4. Works which you (the customer) need to complete

### Safety

You are responsible for identifying whether the site is notifiable under the Construction (Design and Management) regulations. Upon acceptance of UK Power Networks' Terms and Conditions, you need to advise who is the appointed CDM Coordinator and Principal Contractor for the on-site works. You can do this by completing the enclosed application form. Please provide these details on the Acceptance of Notice form if you did not previously include them in your application form. Please note that the Principal Contractor must hold a site safety induction meeting for all contractors prior to any works starting on-site. The objective of the meeting is to contribute directly to the Site Health and Safety Plan.

Please note that under these regulations we will not commence our on-site works until you provide us this information.

### Description of Contestable Works

#### Schedule 4 - Contestable

- Liaise with the CiC Delivery Manager before starting work
- Design of network extension to include as a minimum the information shown on our web site at- <http://www.ukpowernetworks.co.uk/internet/en/connections/competition-in-connections/technical-information-for-icps-and-idnos>
- Legal acquisition of cable easements and substations on UK Power Networks' standard documentation without amendments
- Planning permission for X substations with an aerial
- Obtain design approval
- Supply of all materials required for the contestable work
- Excavation, cable laying and reinstatement of X cable route between the points of connection and points of isolation
- Break open any UK Power Networks' ducts as necessary
- Construction of substations, including earthing, power and lighting
- Installation of substation equipment – 1 x RMU with metering unit and equipped with automation and a FPI
- Cable and substation jointing and fitting
- Joint bays x X excavation & permanent reinstatement for cable identification and final connections \*\*
- NRSWA compliance including for final connections
- Obtain opening notices and permits
- Project Management, operational safety, Regulation compliance, testing etc
- Submission to the company of as laid drawings and test results
- To obtain and provide copies of any required Environmental licences or permits

#### **Cable Identification**

- All cables shown on the cable records must be exposed at the POC position to allow to positive cable identification including access all-round the cables for identification using an approved signalling device.
- To avoid the possibility of opening an HV cable, all LV cables will need to positively be identified. There are 3 methods of achieving this so the extent of the contestable work extends to all work required to allow positive identification. The three methods are:
  - 600v/1000v plastic embossed outer sheath of the cable.
  - Digging back along the cable to an existing service joint
  - Single cable shown on the cable plans which is clearly designated as being an LV cable and only one cable found at the work location.

## Tests

- Pre-connection Tests to be undertaken by the You and UK Power Networks for Low Voltage Contestable Works
  - Check that terminal equipment at all exit points is secure from public access, cut-out fuses carriers are in place with fuses removed.
  - Check that all cable routes are properly backfilled with no exposed cables
  - Undertake insulation resistance test on assets to be connected
- Post-connection Tests to be undertaken by UK Power Networks for Low Voltage Contestable Works:
  - Confirm voltage at each exit point
  - Check polarity at each exit point
  - Check Phase Rotation at each 3 phase exit point
  - Check loop impedance within acceptable limits
  - Seal cut-out fuse carriers with fuses removed
  - Phasing check with exiting low voltage network where possible
- Additional Pre-connection Tests to be undertaken by You and UK Power Networks for High Voltage Contestable Works
  - Appropriate pressure test for high voltage equipment
  - Appropriate pressure test for high voltage cables
  - Sheath tests for high voltage cables
  - Primary & secondary injection testing to suit HV protection
  - Test Fault Passage Indicator operation where fitted
  - SCADA tests
- Additional Post-connection Tests for High Voltage Contestable Works
  - Voltage checks and phase rotation checks on low voltage Transformer terminations
  - Phasing check with exiting low voltage network where possible
  - SCADA operations and indications

## Appoint an electricity supplier

You are responsible for appointing an electricity supplier.

An electricity supplier will arrange the installation of any electricity meters. To make sure the process runs smoothly, please read the following points which explain what you need to do:

### 1. Obtain a Meter Point Administration Number (MPAN)

To arrange the metering you will need a Meter Point Administration Number also known as an MPAN or a supply number. This is a 13 digit reference, used in the United Kingdom to uniquely identify every electricity supply point. We will send you the MPAN(s) once you have paid the connection charge and accepted the quote. Please note that we can only create MPANs if you have provided us with the full postal address (these need to be agreed by Royal Mail if it is a new development).

### 2. Choose an electricity supplier

Once you have the MPAN, you need to choose an electricity supplier. The opening up of the electricity market has increased competition. This means that you have the freedom to appoint any electricity supplier of your choice.

Once you have chosen your electricity supplier please get in touch with them to register as soon as possible. This registration normally takes at least 28 days.

### 3. Arrange the meter installation

Once you have a confirmed date from UK Power Networks for the work to go ahead you should let your electricity supplier know so they can arrange the metering on the same day. They are likely to need at least ten working days' notice so please allow plenty of time to ensure your project runs smoothly.

## Active Network Management (ANM) Local Control Requirements for the Flexible Distributed Generation connection offer

You are responsible for providing:

### Physical Requirements

- Location: Provide a secure indoor substation to house the Active Network Management equipment. The customer must provide UK Power Networks with 24 hours unimpeded access to the substation.
- Space: Provide wall mounted Cubicle space of 800 mm x 600 mm
- External fixture: Provide wall space or ground space for external pole mounted 1.2m satellite dish
- External fixture: Provide wall space for external pole mounted GSM di-pole aerial (if required)
- External fixture: Provide wall space for external pole mounted di-pole radio aerial
- Earthing: Provide a bonding point for the cubicle to the substation main earth bar

### Power Requirements

- Provide 24 volts or 48 DC volts 2.5A rated power supply on site
- Provide battery backup for the DC supply to increase resilience of ANM system

### Communications Requirements

- Provide wired communications link from the Generator control system to the ANM equipment
- Accept a control signal (hard wired or data communications protocol) which controls the real power output of the generator over its full rated range (i.e. control between 0-100% and not simply on/off)
- Where a UKPN circuit breaker will not be installed, provide a signal to open and close the circuit breaker of the generator and also provide the status indication for the circuit breaker position.
- Provide measurement of exported power to ANM equipment (hard wired or data communications protocol)
- Support functionality to monitor watchdog signal from ANM and reduce export power to a pre-defined fail safe level in the abnormal event of ANM failure

The above requirements are subject to UK Power Networks carrying out the final design of the Flexible Distributed Generation connection and notifying you of any changes to the above ANM Local Control equipment.

## 5. Variations to the Terms and Conditions

This Notice incorporates UK Power Networks' Standard Terms and Conditions for Construction and Adoption, as varied or amended below. Where there is any inconsistency between the Terms and Conditions and the remaining terms of this Notice, the remaining terms of this Notice shall prevail.

- The definition of "Connection Agreement" in clause 1.1.14 of the Terms and Conditions is deleted and replaced with the following definition:  
*"Connection Agreement" means the connection agreement in the form attached in Appendix A to this Notice.*
- Clause 2.8.1 of the Terms and Conditions is deleted and replaced with the following:  
*"Energisation will not take place until the person that owns the Generating Equipment and Customer's Installations (as those terms are defined in the National Terms of Connection) has entered into the Connection Agreement in the form attached in Appendix A with the DNO"*
- A new clause 1.1.79 shall be included in the Terms and Conditions as follows:  
*"Forecast" means any information, projections, data, estimations or forecasts as to future levels of Curtailment provided by or on behalf of the DNO to You in relation to the Notice."*
- Clause 3.3.3 of the Terms and Conditions is deleted and replaced with the following:  
*"If the DNO does not within 6 months of your acceptance of the Notice acquire the Land Rights or the Consents under paragraph 2.2.4 or paragraph 3.3.1, or it is not given a copy of the planning permission or confirmation that planning permission is not required under paragraph 2.2.2 or it is not given access by You as required by paragraph 2.1.2, the DNO's obligations under the Notice may be terminated by it. You may make another request to the DNO to make a connection to its distribution system.*
- A new clause 2.10 shall be included in the Terms and Conditions as follows:  
2.10 *The Exit Point to be provided to You under this Notice and your entitlement to a Maximum Import Capacity and/or Maximum Export Capacity is subject to and conditional upon:*
  - 2.10.1 *the person that owns the Generating Equipment and Customer's Installations (as those terms are defined in the National Terms of Connection) entering into the Connection Agreement;*
  - 2.10.2 *the installation of an active network management scheme on your premises to enable the DNO to issue instructions to your generating equipment to curtail your export of electricity to the Distribution System; and*
  - 2.10.3 *the Company curtailing your export of electricity to the distribution system in accordance with this Notice and the Connection Agreement.*
- A new clause 3.4 shall be included in the Terms and Conditions as follows:  
3.4 *Upon satisfaction of all conditions to the Notice the DNO will include your Installation in a register of generation plants subject to the constraint in accordance with the Connection Agreement*
- A new clause 24 shall be included in the Terms and Conditions as follows:

### 24. NO LIABILITY FOR FORECASTS

- 24.1 *The provider of the Forecast aims to ensure that the Forecast is accurate and consistent with current knowledge and practice. However forecasting of a dynamic social, economic, climatic and electrical environment are inexact sciences which are constantly evolving and therefore no element of the Forecast whatsoever may be relied upon. Subject to Paragraph 12 the provider of the Forecast and any party on behalf of whom the Forecast is provided excludes all liability in tort (including negligence), contract and under any statute for any loss or damage arising out of or in connection with any reliance on the Forecast. Subject to the foregoing, to the fullest extent permitted by*

*applicable law, all warranties or representations (express or implied) in respect of the Forecasts are excluded.*

- 24.2 *Your use of Forecasts provided by or on behalf of the DNO is entirely at Your own risk. The DNO makes no warranty, representation or guarantee that the Forecast is error free or fit for Your intended use.*

## 6. Additional Information

### Supply classification

The following information relates to each of the services and is supplied to meet the requirements of Regulation 27 of the Electricity Safety, Quality and Continuity Regulations 2002 and Regulation 312-03 and 313-01 of BS7671 (IEE Wiring Regulations 17th Edition) and should therefore be passed to the designer of the Customer's Installation.

### Point of connection characteristics

HV Connection Supply Classification

- i. Nominal voltage: 11,000 ( $\pm 6\%$ )
- ii. Nature of current and frequency: 3 phase 50 Hertz ( $\pm 1\%$ )
- iii. Prospective short circuit current at UK Power Networks' supply terminals is not expected to exceed xxxkA

Note: The values quoted for prospective short circuit current are under normal conditions considered to be maximum for UK Power Networks' network. However while they are given in good faith, UK Power Networks cannot guarantee the values quoted will continue indefinitely. If in doubt, contact UK Power Networks for guidance.

You are required to ensure that any harmonics produced which are transmitted onto the Distribution System is within the limits in ENA ER G5/4.

### High Voltage Supplies

With respect to high voltage supplies you are advised to ensure the following:

- i. Every part of Your Installation, which is for use at high voltage, will be maintained in an efficient state to the satisfaction of UK Power Networks.
- ii. If the said installation is not enclosed in a building or other structure to which access can only be obtained by means of a key or special appliance, an authorised person will be available to cut off the supply in the event of an emergency.
- iii. Instructions as to the treatment of persons suffering from electric shock will be affixed on or in the premises.

### Power Factor

At the point of supply the average lagging power factor is to be maintained as near to unity as possible and under no circumstances operated at a leading power factor. Lagging power factors will be measured using reactive metering equipment and an additional charge will be levied through the tariff when the average lagging power factor in any month is ascertained in accordance with the terms of UK Power Networks' Statement of Charges for the use of its Distribution System published from time to time..

Where the average lagging power factor in any month is ascertained to be less than 0.50 the published tariff rate will no longer be available.

### **Important notes**

In the interest of safety to personnel, equipment and UK Power Networks apparatus, it is imperative that the approximate position of underground cables is obtained by the use of electronic cable locators and this position confirmed by careful trial-holing, using hand held tools. UK Power Networks cannot undertake this work for you.

All cables discovered must be considered LIVE and DANGEROUS at all times and must not be cut, re-sited, suspended or generally interfered with, unless specifically authorised on-site by an UK Power Networks Engineer. All the cables are UK Power Network's property and remain so even when made dead, and any such cable exposed should be reported to the UK Power Networks Project Manager for your Development, who will arrange for collection and authorised disposal.

Any overhead equipment in the vicinity of your works should be considered live at all times. All work in the locality should be carried out in accordance with Document GS6, issued by the Health and Safety Executive, and the Electricity at Work Regulations 1989 must be observed.

Please note that UK Power Networks plant, if damaged or interfered with, represents a serious hazard to life. You must ensure that any of your staff, agents or contractors who may work or survey in the vicinity are informed of and made fully aware of the possible dangers.

The responsibility for site safety of your employees, your contractors and for other site visitors rests with your site manager. All works must be carried out in accordance with the Health & Safety at Works Act 1974 and its relevant Regulations, including the Electricity at Work Regulations 1989.

It is recommended that you also obtain H.S.E. booklet HS(GS)47 which deals with safe digging practises.

### **Supply Disturbances**

Distortion of the system voltage waveform caused by certain types of equipment may result in annoyance to users of the distribution system or damage to connected apparatus. UK Power Networks may suspend the supply in such an event.

In order to limit these affects the customers proposed load should comply with the following:

- Engineering Recommendation P28 is the national industry standard which applies for voltage fluctuations on the distribution network. This is generally caused by customer's equipment such as motors and welders.
- Engineering Recommendation G5/4 is the national industry standard which applies for waveform distortion and harmonics on the distribution network. This is generally caused by customer's equipment such as variable speed drives and thyristor controlled devices.

### **Private Generation**

All quotations are provided on the understanding that any private generating plant which might be installed is to be reserved as standby to cater for the failure of UK Power Networks connection and not to be used to supply energy when UK Power Networks connection is available. Parallel operation with UK Power Networks connection is not permitted and suitable changeover equipment must be provided. Full details of any proposed private standby generating plant including kVA rating, changeover control and earthing arrangements, must be submitted to UK Power Networks for prior approval.

Your attention is drawn to the requirements of the Electricity Association Engineering Recommendation G59 "Recommendations for the Connection of Private Generating Plant to the Public Electricity Supplier's Distribution System".

### **Standard leaflets and fact sheets**

Copies of our standard leaflets can be read and downloaded from our website at [www.ukpowernetworks.co.uk](http://www.ukpowernetworks.co.uk) (navigate to Connection Services then forms and factsheets).

### **Contact Us**

If you have reason to complain about your Connection please use our Complaints Procedure which can found at our web site at:

<http://www.ukpowernetworks.co.uk/products-services/networks/customer-services/contact-us.shtml>

If you are unable to resolve a dispute about UK Power Networks' duty to connect and the conditions under which that duty is discharged (sections 16-21 of the Electricity Act 1989) You have the right to contact the Energy Ombudsman which is the independent Ombudsman for gas and electricity consumers. The Energy Ombudsman's contact details are provided below.

Telephone: 0845 055 0760

Fax: 0845 055 0765

Email: [enquiries@energy-ombudsman.org.uk](mailto:enquiries@energy-ombudsman.org.uk)

Website: [www.energy-ombudsman.org.uk](http://www.energy-ombudsman.org.uk)

Energy Ombudsman

PO Box 966

Warrington WA4 9DF

You may also refer the dispute to the Gas and Electricity Markets Authority (known as Ofgem) within twelve months of the date on which your connection was made to our Distribution System. Ofgem will require that you give UK Power Networks and the Energy Ombudsman an adequate opportunity to resolve any complaint or dispute before any action is taken by them. Ofgem's decision will be enforceable as if it were a judgement of the Court and will include such provisions as it considers appropriate which may include who pays its costs in determining the dispute. Ofgem may give directions to us as to the terms on which we are to make or maintain a connection pending determination of the dispute.

Ofgem can be contacted at 9 Millbank, London SW1P 3GE or via their website

<http://www.ofgem.gov.uk>





## 6. Guarantees

### (a) Parent Company Guarantee

Dear Sir/Madam

We \_\_\_\_\_, of \_\_\_\_\_ ("the Guarantor"), understand that you have agreed to enter into an agreement ("the Agreement") which expression shall include any document constituting, amending, supplementing or replacing the same with \_\_\_\_\_ ("the Obligor") on the condition that the obligations of the Obligor under the Agreement be guaranteed by a guarantor.

We are the parent undertaking of \_\_\_\_\_ and we warrant to you, Eastern Power Networks PLC registered in England and Wales with company number 2366906 and any successor holder of the distribution licence held by it under Section 6(1)(c) of the Electricity Act 1989 (herein referred to as "the Beneficiary"), that this description of our relationship with the Obligor is true and accurate.

IN CONSIDERATION of the foregoing under the payment of one pound (£1) by you to us (receipt of which we hereby acknowledge) WE HEREBY AGREE AND UNDERTAKE with the Beneficiary as follows:

- (a) We unconditionally guarantee the proper and punctual performance by the Obligor of all its obligations, undertakings and responsibilities under the Agreement and we shall forthwith make good any default thereunder on the part of the Obligor and we shall pay or be responsible for the payment by the Obligor of all sums, liabilities, awards, losses, damages, costs (including legal costs), charges and expenses that may be or become due and payable under or arising out of the Agreement in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Obligor.
- (b) This Guarantee shall be a continuing guarantee and shall remain in full force and effect until all obligations to be performed and observed by the Obligor under or arising out of the Agreement have been duly and completely performed and observed and the Obligor shall have ceased to be under any actual or contingent liability to you thereunder;
- (c) Any demand or other notice made by any of the Beneficiary under this Guarantee shall be duly made and sent by first class recorded delivery post to us;
- (d) The Beneficiaries shall be entitled jointly or severally to enforce this Guarantee without taking any proceedings or exhausting any right or remedy against the Obligor or any other person or taking any action to enforce any other security, bond or guarantee;
- (e) The Beneficiary may make any number of demands under this Guarantee jointly or severally;
 

Provided that:-

  1. We shall have no greater liability to the Beneficiary under this Guarantee than [ \_\_\_\_\_ ] - thousand pounds (£ \_\_\_\_\_).
  2. Our obligations hereunder shall remain in full force and effect and shall not be effected or discharged by:
    - (a) any alteration or variation to the terms of the Agreement made by agreement between you and the Obligor;
    - (b) any alteration in the extent or nature or sequence or method or timing of the obligations to be carried out under the Agreement;
    - (c) any time being given to the Obligor or any other indulgence or concession to the Obligor or any forbearance, forgiveness or any other thing done, committed or neglected to be done under the Agreement;
    - (d) any other bond, security or guarantee now or hereafter held by any of the Beneficiary for all or any part of the obligations of the Obligor under the Agreement;
    - (e) the release or waiver of any such bond, security or guarantee;
    - (f) any amalgamation or reconstruction or dissolution including liquidation of the Obligor;
    - (g) the liquidation, administration, receivership or insolvency of the Obligor;
    - (h) any legal limitation, disability, or incapacity relating to the Obligor (whether or not known to the Beneficiary);
    - (i) any invalidity, regularity effecting forceability of the obligations of the Obligor under the Agreement; or
    - (j) the termination of the Agreement.
3. So long as we remain under any actual or contingent liability under this Guarantee we shall not exercise any right of segregation or any other right or remedy of assurity which we may have in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or proof in any liquidation of the Obligor in competition with the Beneficiary for any sums or liabilities owing or incurred to us by the Obligor in respect of any such payment by or recovery from us to take or hold any security from the Obligor in respect of any liability or us hereunder.
 

We shall hold any monies recovered or security taken or held in breach of this provision in trust for the Beneficiary.
4. All payments made to any of the Beneficiary under this Guarantee shall be free and clear of all taxes, levies, duties, fees, deductions or withholdings of any kind.
5. The benefit of this Guarantee shall be freely assignable by the Beneficiary and your successors and assigned to without out consent or the consent of the Obligor being required.
6. This Guarantee is irrevocable.
7. Terms defined in the Agreement not otherwise defined here and shall have the same meaning in this Guarantee.

- 8. This Guarantee, executed and delivered as a deed shall be governed by and interpreted according to the laws of England.
- 9. The Courts of England shall have exclusive jurisdiction to settle any dispute which may arise in connection with the validity, effect, interpretation or performance of, or the legal relationships established by this Guarantee, or otherwise arising in connection with this Guarantee.
- 10. For the purposes of this Guarantee we hereby appoint \_\_\_\_\_ (to be a London address) to accept service of process on our behalf and service on the said \_\_\_\_\_ at the said address shall be deemed to be good service on us and we hereby irrevocably agree not to revoke or terminate such appointment.

In witness whereof this document has been executed as a deed the day and year first before written.

The Common Seal of  
was hereunto affixed  
in the presence of  
Director/Secretary

**(b) Bank Guarantee**

Dear Sirs,

Eastern Power Networks PLC has entered into an agreement with Company Number 2366906 for High Voltage Supply to [xxx]

The Customer is required under the Agreement to procure a Bank Guarantee issued by a bank in favour of the Company and any successor holder of a distribution licence held under Section 6(1)(c) of the Electricity Act 1989 ("the Beneficiary") in support of the due and proper performance of the Contractor's obligations in the Agreement.

Therefore, in consideration of the above, we \_\_\_\_\_ ("the Bank") of [*registered office of bank*] hereby irrevocably and unconditionally guarantee and undertake to the Beneficiary without any right of defence set off or counterclaim whether on our behalf or on behalf of the Customer to pay to the Beneficiary enforcing this Guarantee a sum not exceeding

£.....

upon receipt of the Beneficiary's written request addressed to us in the event that the Customer fails to perform or fulfil any of its obligations as set out in the Agreement. The payment shall be by transfer to an account in the Beneficiary's name at such bank as the Beneficiary shall stipulate or in such other manner as shall be acceptable to the Beneficiary.

Such written request shall be conclusively binding on us for all purposes under this Bank Guarantee.

We agree that any changes or additions which may be made to the Agreement, or in the work to be performed there under, or in the payments to be made to the Agreement on account thereof, or any extensions of the time for performance or other forbearance on the part of the Beneficiary or the Customer to the other or to any other guarantor of the obligations of either of them, shall not in any way release us from our continuing liability hereunder. We hereby expressly waive our right to receive notice of any such changes, additions, extensions or forbearance.

We further agree that any payment made hereunder shall be made free and clear of and without deductions for or on account of any present or future taxes, levies, duties, fees, deductions or withholdings of any nature whatsoever.

This Bank Guarantee shall come into force on the date hereof and shall remain in force in respect of all works to be performed under the Agreement until the expiry of one year after the date on which the works were completed.

This Bank Guarantee shall be governed by and construed in accordance with English Law.

Yours faithfully,

.....  
Authorised Signatory of the Bank

Dated .....

# Acceptance of Notice Form

Please complete and send this form back to:

CC Proj, UK Power Networks, Metropolitan House, Darkes Lane, Potters Bar, Herts, EN6 1AG  
 billingteam-networks@ukpowernetworks.co.uk

Site address:

Designer:      **Tel:**

Our reference:

**Total price of work : £ (Plus VAT)**

**Total outstanding balance : £ (Incl VAT)**

## 1. Please state below where you would like us to send a 'paid' invoice to:

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

## 2. Please provide the following details of the:

**Person we should contact to schedule the work      Land owner or occupier**

Company name: \_\_\_\_\_ Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_

## 3. Method of payment (please tick your chosen method)

- Cheque      Please make cheques payable to 'UK Power Networks'
- Card      Please **call 08701 964 199**. You will need to have your reference number to hand.
- BACS/  
CHAPS      HSBC Bank Plc, Sort Code 40 05 30, Account Number 02302934 and UK Power Network's Reference No above (first 9 digits beginning with 401). Please send this form back to us at the time of the BACS/CHAPS transfer to ensure that payment gets processed correctly.

**4. Construction (Design and Management) (CDM 2007)**

Please provide these details if the site is notifiable.

<b>CDM Coordinator</b> _____	<b>Principal Contractor</b> _____
Contact name: _____	Contact name: _____
Telephone: _____	Telephone: _____
Email _____	Email _____

**5. Solicitors Information**

Please provide/confirm these details if requested in section 5.

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**6. Acceptance**

I accept the Notice and the provisional price dated [date] for the carrying out of the Works at the above site for the Price of £x inclusive of VAT. I understand that the Works and the Price are subject to the Notice by which I agree I am bound. I understand that the Price must be paid in full before work is commenced. I also understand that where VAT has been charged a Tax Invoice for the Price will be issued by UK Power Networks on receipt of payment.

**7. Expiry Date**

To accept this Notice, payment must reach us by 5pm on 26th November 2013. Payments received after this date may be returned and you will need to request a new quotation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

As a fully authorised agent acting on behalf of: \_\_\_\_\_

**For Office Use Only:**

Charge Type		Net		VAT charged			Gross	
Non-domestic		£		£0			£00	
Domestic		£0.00		£0.00			£0.00	
<b>Total</b>		£		£0			£00	
LR DOMESTIC				LR NON - DOMESTIC				
Net	Rate (%)	VAT	Gross	Net	Rate (%)	VAT	Gross	
0	0	0	0	0	0	0	0	

UK Power Networks (Operations) Limited Registered in England and Wales. Registered No. 3870728.  
Registered Office: Newington House, 237 Southwark Bridge Road, London SE1 6NP

# Acceptance of Notice Form (Customer Copy)

Please complete and retain for your records:

CC Proj, UK Power Networks, Metropolitan House, Darkes Lane, Potters Bar, Herts, EN6 1AG  
 billingteam-networks@ukpowernetworks.co.uk

Site address:

Designer: \_\_\_\_\_, Tel: \_\_\_\_\_

Our reference: \_\_\_\_\_

**Total price of work : £ (Plus VAT)**

**Total outstanding balance : £ (Incl VAT)**

## 1. Please state below where you would like us to send a 'paid' invoice to:

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

## 2. Please provide the following details of the:

**Person we should contact to schedule the work**

**Land owner or occupier**

Company name: \_\_\_\_\_

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

## 3. Method of payment (please tick your chosen method)

Cheque Please make cheques payable to 'UK Power Networks'

Card Please call **08701 964 199**. You will need to have your reference number to hand.

BACS/  
CHAPS HSBC Bank Plc, Sort Code 40 05 30, Account Number 02302934 and UK Power Network's Reference No above (first 9 digits beginning with 401). Please send this form back to us at the time of the BACS/CHAPS transfer to ensure that payment gets processed correctly.

**4. Construction (Design and Management) (CDM 2007)**

Please provide these details if the site is notifiable.

<b>CDM Coordinator</b> _____	<b>Principal Contractor</b> _____
Contact name: _____	Contact name: _____
Telephone: _____	Telephone: _____
Email _____	Email _____

**5. Solicitors Information**

Please provide/confirm these details if requested in section 5.

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**6. Acceptance**

I accept the Notice and the provisional price dated [date] for the carrying out of the Works at the above site for the Price of £[x] inclusive of VAT. I understand that the Works and the Price are subject to the Notice by which I agree I am bound. I understand that the Price must be paid in full before work is commenced. I also understand that where VAT has been charged a Tax Invoice for the Price will be issued by UK Power Networks on receipt of payment.

**7. Expiry Date**

To accept this Notice, payment must reach us by 5pm on [date] Payments received after this date may be returned and you will need to request a new quotation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

As a fully authorised agent acting on behalf of: \_\_\_\_\_

**For Office Use Only:**

Charge Type	Net		VAT charged			Gross		
Non-domestic		£		£		£		
Domestic		£0.00		£0.00		£0.00		
<b>Total</b>		£		£		£		
	LR DOMESTIC				LR NON – DOMESTIC			
Net	Rate	VAT	Gross	Net	Rate	VAT	Gross	
0	0	0	0	0	0	0	0	

UK Power Networks (Operations) Limited Registered in England and Wales. Registered No. 3870728.  
Registered Office: Newington House, 237 Southwark Bridge Road, London SE1 6NP

## Appendix A – Connection Agreement

### AGREEMENT FOR CONNECTION TO EASTERN POWER NETWORKS PLC'S DISTRIBUTION SYSTEM

#### BETWEEN

- (1) Eastern Power Networks plc  
Company Number 02366906

Newington House  
237 Southwark Bridge Road  
London  
SE1 6NP

("the **Company**")

#### AND

- (2) [**An Other Ltd**]  
Company Number [**Number**]

[**Any Number**]  
[**Any Street**]  
[**Any Town**]  
[**Any County**]

("the **Customer**")

In consideration of the payment of its charges the Company agrees to the Connection of the Customer's Installation to its Distribution System on the terms of this Agreement for Connection to Eastern Power Networks plc's Distribution System including all appendices ("the Agreement") and as set out in the **National Terms of Connection** (available by internet at [www.connectionterms.co.uk](http://www.connectionterms.co.uk) or on request in writing to Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF) ("**National Terms**") which may be varied from time to time (this Agreement and the National Terms collectively being the "**Terms and Conditions**").

The Customer confirms that he has read and fully understands all of the **Terms and Conditions**. **Where the Customer's Maximum Import Capacity or Maximum Export Capacity is subject to Curtailment, the extent of such Curtailment shall be specified in the Appendices to this Agreement.**

In entering into this Agreement the Customer understands that he shall be bound contractually by the **Terms and Conditions** on and from the Commencement Date.

Subject to the **Terms and Conditions**, the Agreement shall remain in full force and effect on and from the Commencement Date until terminated in accordance with the Terms and Conditions. Subject to clause 1.1 of the Agreement, expressions used in this Agreement have the same meaning as in the **Terms and Conditions**.

**NOW IT IS HEREBY AGREED** as follows:

#### 1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

- 1.1 In the event of any conflict between the terms of this Agreement and the National Terms of Connection, the terms of this Agreement shall have priority. In the event of a conflict between the

provision of the terms and conditions of this Agreement and any of the Schedules to this Agreement or between the Schedules the documents shall have the following order of priority (in descending order):

- 1.1.1 the terms of the Agreement;
- 1.1.2 the Appendices to the Agreement;
- 1.1.3 National Terms of Connection;
- 1.2 The Terms and Conditions constitute the entire Agreement between the Parties. Any variation to this Agreement shall be in writing and signed by authorised signatories for the Parties.
- 1.3 Each Party acknowledges and agrees that it has not entered into this Agreement on the basis of, and has not relied on, any statement made or agreed to by any party, (whether a party to this Agreement or not) except those statements expressly written out in full in this Agreement.
- 1.4 This clause does not apply to any statement made fraudulently or to any provision of the Agreement which was induced by fraud.
- 1.5 The following terms and expressions shall have the meaning set out below:-

“Adjusted Export Capacity”	Has the meaning ascribed to it in Clause 3.2.2;
“Adjusted Import Capacity”	Has the meaning ascribed to it in Clause 3.2.1;
“Ancillary Capacity Services Agreement”	means a services agreement between the Company and the Customer which sets out the basis on which the Customer voluntarily agrees to make all or part of its Protected Import Capacity or make all or part of its Protected Export Capacity available to be interrupted from time to time by the Company for active network management purposes.
“ANM Scheme”	means the overall active network management scheme including but without limitation the Company Control Equipment. The ANM Scheme is further detailed in Part 1 of Schedule 2 of Appendix 2.
“Company Control Equipment”	means the equipment and technical specification set out in Schedule 2 of Appendix 2.
“Curtail”	means either: <ul style="list-style-type: none"> <li>(a) to limit from time to time the maximum amount of electricity that may flow from the Distribution System through the Connection Point</li> <li>(b) to limit from time to time the maximum amount of electricity that may flow into the Distribution System from the Connection Point</li> </ul> for the purpose of active network management and “Curtailed” and “Curtailed” shall be construed accordingly.
“Customer”	Means the Customer and includes all permitted successors and assignees of the rights, obligations and interests under these Terms and Conditions.



“DGNU Payment”	means the ‘Distributed Generation Network Unavailability Payment’ compensation mechanism created by the Authority to make compensation payments for network outages experienced by customers with Distributed Generation and implemented according to the arrangements set out in the Company’s published ‘Statement of the Use of System Charging Methodology for the Company’s Electricity Distribution Systems’
“Instruction”	means an instruction given by the Company to the Customer via the Company Control Equipment or verbally or in written form in accordance with the technical specifications set out in Schedule 2 of Appendix 2 in order to undertake Curtailment.
“Interruptible Import Capacity” (IIC)	means the sum of the Planned Interruptible Import Capacity and the Voluntary Import Capacity.
“Interruptible Export Capacity” (IEC)	means the sum of the Planned Interruptible Export Capacity and the Voluntary Export Capacity.
“kVA”	means Kilovolt Amperes;
“Maximum Export Capacity”	As that term is defined in the National Terms of Connection. The value of the Maximum Export Capacity for the Customer is described in Appendix 1 to this Agreement.
“Maximum Import Capacity”	As that term is defined in the National Terms of Connection. The value of the Maximum Import Capacity for the Customer is described in Appendix 1 to this Agreement.
“Planned Interruptible Import Capacity” (PIIC)	means the import capacity that may be intentionally Curtailed by the Company for active network management purposes as a condition of the connection the Customer has received from the Company. The value of the Planned Interruptible Import Capacity for the Customer is described in Appendix 1 to this Agreement.
“Planned Interruptible Export Capacity” (PIEC)	means the export capacity that may be intentionally Curtailed by the Company for active network management purposes as a condition of the connection the Customer has received from the Company. The value of the Planned Interruptible Export Capacity for the Customer is described in Appendix 1 to this Agreement.
“Protected Import Capacity” (PIC)	means in respect of a Connection Point (or the Connection Points collectively), an amount of electricity (expressed in kW or kVA) which may be less than or equal to but shall not exceed the Maximum Import Capacity that the Customer is entitled to take from the Distribution System through the Connection Point (or the Connection Points collectively) subject to the National Terms of Connection or the terms of an Ancillary Capacity Services Agreement between the Company and the Customer which shall be protected from intentional interruption for active network management purposes unless all or part of the Protected Import Capacity is subject to an Ancillary Capacity Services Agreement. The value of the Protected Import Capacity for the Customer is described in Appendix 1 to this Agreement. For the avoidance of doubt, the use of the term “Protected” in this Agreement does not mean the provision of capacity is

	resilient to a loss of one or more Connection Points.
“Protected Export Capacity” (PEC)	means in respect of a Connection Point (or the Connection Points collectively), an amount of electricity (expressed in kW or kVA), which may be less than or equal to but shall not exceed the Maximum Export Capacity that the Customer is entitled to pass into the Distribution System through the Connection Point (or the Connection Points collectively) subject to the National Terms of Connection or the terms of an Ancillary Capacity Services Agreement between the Company and the Customer which the Company shall not intentionally interrupt for active network management purposes unless all or part of the Protected Export Capacity is subject to an Ancillary Capacity Services Agreement. The value of the Protected Export Capacity for the Customer is described in Appendix 1 to this Agreement. For the avoidance of doubt, the use of the term “Protected” in this Agreement does not mean the provision of capacity is resilient to a loss of one or more Connection Points.
“Voluntary Interruptible Import Capacity” (VIEC)	means that part of the Protected Import Capacity that is voluntarily made available to be Curtailed pursuant to an Ancillary Capacity Services Agreement The Ancillary Capacity Services Agreement shall define the amount of customer specific compensation to be paid for calling upon interruption of the Voluntary Interruptible Import Capacity.
“Voluntary Interruptible Export Capacity”(VIEC)	means that part of the Protected Import Capacity that is voluntarily made available to be Curtailed pursuant to an Ancillary Capacity Services Agreement. The Ancillary Capacity Services Agreement shall define the amount of customer specific compensation to be paid for calling upon interruption of the Voluntary Interruptible Export Capacity.

## 2 COMPLIANCE WITH SITE SPECIFIC CONDITIONS AND OPERATIONAL ARRANGEMENTS

The site specific conditions and operational arrangements applicable to the Connection Points, the Customer’s Installation and the details of Curtailment are specified in Appendix 2.

## 3 MAXIMUM CAPACITY AND DEFINED INTERRUPTIBILITY

- 3.1 In addition to the Company’s rights of Curtailment under the Terms and Conditions, and notwithstanding clause 12 of the National Terms of Connection, the Company shall be entitled (at no cost to the Company) to instruct the Curtailment of the flow of electricity through the Connection Point in accordance with Clause 3.2 in the event that:
- 3.1.1 the Protected Import Capacity is less than the Maximum Import Capacity; and/or
  - 3.1.2 the Protected Export Capacity is less than the Maximum Export Capacity.
- 3.2 Subject to Clause 3 of Schedule 2, the Company shall be entitled to issue an Instruction to:
- 3.2.1 specify a level of import capacity expressed in kVA (“**Adjusted Import Capacity**”) which may be less but not greater than the Maximum Import Capacity provided that the Adjusted Import Capacity shall not be less than the level of the Protected Import Capacity unless all or part of the Protected Import Capacity is offered as voluntarily interruptible through an Ancillary Capacity Services Agreement; and
  - 3.2.2 specify a level of export capacity expressed in kVA (“**Adjusted Export Capacity**”) which may be less but not greater than the Maximum Export Capacity provided that the Adjusted Export Capacity shall not be less than the level of the Protected Export Capacity unless all

or part of the Protected Export Capacity is offered as voluntarily interruptible through an Ancillary Capacity Services Agreement.

- 3.3 Upon receipt from the Company of an Instruction in accordance with Clause 3.2 above and for so long as this Instruction remains in force, the Customer shall not whether by act or omission:
- 3.3.1 cause or permit the flow of electricity from the Company's Distribution System to the Customer's Installation to exceed the Adjusted Import Capacity; or
- 3.3.2 cause or permit the flow of electricity from the Customer's Installation to the Company's Distribution System to exceed the Adjusted Export Capacity.
- 3.4 If the Customer fails to comply with Clause 3.3 above, the Company shall be entitled to De-energise the Connection Points or isolate the Customer's Installation as is appropriate.
- 3.5 Without prejudice to the Company's rights under the National Terms to De-energise the Connection Point, the magnitude and/or duration of Curtailment in accordance with Clause 3.1 and 3.2 shall be no longer than, in the reasonable opinion of the Company, is appropriate in the circumstances and the Company shall cease Curtailment as soon as reasonably practicable after the circumstances leading to the Curtailment have ceased to exist.
- 3.6 Subject to the Terms and Conditions, the Company shall use reasonable endeavours to:
- 3.6.1 ensure that the Maximum Import Capacity and the Maximum Export Capacity is available at the Connection Point during the period of this Agreement subject to the Curtailment of any Interruptible Import Capacity and/or Interruptible Export Capacity in accordance with this clause 3.1 or as agreed with the Customer; and
- 3.6.2 maintain the connection characteristics at the Connection Point.
- 3.7 The Customer's entitlement to a Maximum Import Capacity and/or Maximum Export Capacity is conditional upon:
- 3.7.1 the installation by the Company (at the Customer's sole cost) of the Company Control Equipment and the connection of the Customer's equipment to the Company Control Equipment; and
- 3.7.2 the Customer maintaining the Customer Installation and its equipment and its connections to the Company Control Equipment in accordance with Clause 7 at the Customer's sole cost;

to enable monitoring and carrying out of Curtailment as set out in Schedule 2 of Appendix 2.

#### **4 LIABILITY FOR CURTAILMENT**

- 4.1 In the event that the Company has undertaken Curtailment otherwise than in accordance with Clause 3, the Company shall be liable under these Terms and Conditions to the Customer to pay the DGNU Payment (Distributed Generation Network Unavailability Payment).
- 4.2 Notwithstanding Clause 15 of the National Terms and save for any liability under Clause 4.1 above or that cannot be excluded or limited by law, the Company shall have no liability under these Terms and Conditions or for any tortious (including negligent) act or omission to the Customer or any person for any physical damage, costs, losses, expenses, claims or compensation arising from any Curtailment of the Generating Equipment by the Company.

#### **5 VARIATIONS TO PLANNED INTERRUPTIBLE CAPACITY**

- 5.1 The Parties shall not vary the Planned Interruptible Import Capacity or the Planned Interruptible Export Capacity unless the Customer:
- 5.1.1 Applies for a modification of its terms of connection under section 16 of the Electricity Act 1989 to (as the case maybe):

- (a) increase the Protected Export Capacity element of the Maximum Export Capacity;  
or
- (b) increase the Protected Import Capacity element of the Maximum Import Capacity;  
or

5.1.2 Agrees in writing with the Company to:

- (a) reduce the Maximum Import Capacity to a level that reduces or eliminates the need for Planned Interruptible Import Capacity; or
- (b) reduce the Maximum Export Capacity to a level that reduces or eliminates the need for Planned Interruptible Export Capacity.

5.2 A rebate on use of system charges to reflect avoided network reinforcement may be payable in accordance with the Use of System Charging Methodology published in accordance with the Company's DCUSA obligations.

## **6 MATERIAL BREACH**

6.1 Any persistent breaches by the Customer of the obligations contained in Clause 3 of this Agreement or any deliberate or negligent breaches of the Terms and Conditions will be deemed to be a material breach of the Terms and Conditions in terms of clause 19.3.2 of the National Terms of Connection and the Company shall be entitled at its sole discretion to either;

6.1.1 terminate this Agreement in accordance with clause 19.3 of the National Terms of Connection; or

6.1.2 if the breach is in relation to the Customer failing to Curtail import capacity, require a variation to these Terms and Conditions in order that the Maximum Import Capacity to be equal to the Protected Import Capacity; and/or

6.1.3 if the breach is in relation to the Customer failing to Curtail export capacity, require a variation to these Terms and Conditions in order that the Maximum Export Capacity to be equal to the Protected Export Capacity.

## **7 CUSTOMER'S OBLIGATIONS**

7.1 The Customer shall maintain the connection of the Customer's Installation to the Company Control Equipment and such parts of the ANM Scheme that the Customer is responsible for, as identified in Schedule 2 of Appendix 2 so that it is reasonably fit for the purpose for which it is used, and so that neither it nor its operation or use shall be liable to cause damage to, or interference with, the Distribution System or the National Electricity Transmission System (or their operation or use or the flow of electricity through them) nor affect the sustained operation of the ANM Scheme.

7.2 The Customer shall not change any of those parts of the ANM Scheme that are the Customer's responsibility without obtaining the prior written approval of the Company.

7.3 The Customer shall notify the Company in writing prior to undertaking any maintenance of those parts of the ANM Scheme that the Customer is responsible for maintaining and the Customer acknowledges that it shall not be entitled to import electricity from or export electricity to the Distribution System in excess of the Protected Import Capacity or Protected Export Capacity while it is undertaking maintenance that affects or prevents the operation of the ANM Scheme.

## **8 SUBSEQUENT OWNERS**

8.1 Notwithstanding Clause 18 of the National Terms the Customer covenants that the Customer shall not dispose of any interest in the Premises, the Customer's Installations or the Customer's Generating Equipment unless the Customer has obtained from the proposed transferee of such interest a Deed of Covenant in a form acceptable to the Company in its sole discretion binding the proposed transferee to the Terms and Conditions and provided such deed to the Company. The Customer shall register the following restriction in the proprietorship register of its title to the

Premises within 14 days of the date of this agreement and provide an official copy of the title to the Company within 14 days of the registration having been completed:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause 8.1 of an agreement dated [ ] made between [ ] and [ ] have been complied with or that they do not apply to the disposition".*

## **9 TERMINATION**

- 9.1 This Agreement may be terminated by:
- 9.1.1 Either Party in accordance with clause 19.2 of the National Terms; or
  - 9.1.2 The Company in accordance with clause 19.3 of the National Terms
- 9.2 In the event that Agreement is terminated pursuant to this clause 9 the Customer acknowledges and agrees that:
- 9.2.1 it may enter into a replacement connection agreement for curtailment of its Planned Interruptible Import Capacity or Planned Interruptible Export Capacity (as the case may be) on the Company's then current terms for curtailed connections in order to maintain the Connection; or
  - 9.2.2 Clause 19.4 and 19.5 of the National Terms shall apply and the Company shall be entitled to Disconnect the Connection Point.

## **10 RESTRICTIONS ON VARIATIONS TO THE CUSTOMER'S INSTALLATIONS AND/OR THE CUSTOMER'S GENERATING EQUIPMENT**

- 10.1 Where the Customer intends to vary in any way, for the avoidance of doubt including inter alia any replacements, substitutions, alterations, additions, removals, enhancements or reductions, to the Customer's Installations or its Generating Equipment or equipment controlling its Generating Equipment and such intended changes may alter the characteristics of or the type of or the form or the means of control of the Customer's Generating Equipment the Customer shall submit an Application for a Modification to the Company in accordance with this Agreement.
- 10.2 The Customer shall not change its Generating Equipment and/or equipment controlling its Generating Equipment in any way without prior written agreement from the Company to a Modification and without first entering into a variation of this Agreement to reflect the changes agreed.

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

Signed  
and on behalf of the **Customer** by:                      Signature: ..... for

Designation: .....

Date: .....

Signed for  
and on behalf of the **Company** by:                      Signature: .....

Designation: .....

Date: .....

APPENDIX 1- GENERAL PARTICULARS OF THE CONNECTIONS

## 1. Address for notices

- (i) The Company : Eastern Power Networks plc c/o Agreements Manager,  
UK Power Networks (Operations) Ltd, Energy House, Carrier Business  
Park, Hazelwick Avenue, Three Bridges, Crawley,  
West Sussex, RH10 1EX  
Telephone: 0808 1014131  
Fax: 01293 577777
- (ii) Customer : at the Customer's address shown in the Agreement  
Telephone: [•]  
Fax: [•]

## 2. Except as set out in paragraph 3 below the characteristics of the connection(s) shall be as follows:

- (a) Characteristics of supply:
- (i) Number of Phases: Three phase
- (ii) Current: Alternating current
- (iii) Voltage: **[Enter Statutory Voltage V ± 6% / +10%/-6%]**
- (iv) Frequency: 50 Hertz ± 1%
- (b) Connection Point(s) (supply terminals): Either
- (i) where the Company's service cable terminates in a cut-out fuse, the supply terminals are the outgoing terminals of the cut-out; or
- (ii) where the connection is provided direct into a Customer's intake switch, the supply terminals are the incoming terminals of the Customer's intake switch; or
- (iii) where the connection is provided from a Company switch fuse or circuit breaker, the supply terminals are the outgoing terminals of that Company's switch fuse or circuit breaker.
- (c) Use of system tariff type: PUBLISHED RATES

## 3. Site details:

- (a) Site address: **[HERE]**
- (i) Import MPAN(s) : [•]
- (ii) Export MPAN(s) : [•]
- (b) Commencement Date : **[HERE]**
- (c) Subject to Schedule 2 of Appendix 2:
- (i) Maximum Import Capacity (kVA)<sup>+</sup> : [•] kVA
- (ii) Protected Import Capacity (kVA) : [•] kVA
- (iii) Interruptible Import Capacity (kVA) : [•] kVA
- (iv) First date for Reduction of Maximum Import Capacity: Commencement Date+12months
- (v) Maximum Export Capacity (kVA)<sup>+</sup> : [•] kVA
- (vi) Protected Export Capacity (kVA) : [•] kVA
- (vii) Interruptible Export Capacity (kVA) : [•] kVA **[Note: This will equal the Maximum Export Capacity.]**
- (viii) First date for Reduction of Maximum Export Capacity: Commencement Date+12months

<sup>+</sup> The Maximum Import Capacity and Maximum Export Capacity may be subject to operational and technical restrictions and these are set out in Appendix 2 - Schedule 4 "OPERATING ARRANGEMENTS APPLICABLE TO SPECIFIC CONNECTION POINTS" and Appendix 2 - Schedule 5 "TECHNICAL CONDITIONS APPLICABLE TO SPECIFIC CONNECTION POINTS"





APPENDIX 2  
TECHNICAL CONDITIONS

Where technical conditions specified in this Appendix conflict with the body of this Agreement then to the extent that conflict exists the relevant technical condition or part of the relevant technical condition shall take precedence.

CONTENTS OF APPENDIX 2

- SCHEDULE 1 - CONNECTION POINT DETAILS
- SCHEDULE 2 - TECHNICAL SUPPLY CAPACITIES AND SOLE USE ASSETS
- SCHEDULE 3 - SITE RESPONSIBILITY SCHEDULES
- SCHEDULE 4 - SITE SPECIFIC OPERATING ARRANGEMENTS
- SCHEDULE 5 - SITE SPECIFIC TECHNICAL CONDITIONS
- SCHEDULE 6 - SITE GEOGRAPHIC PLANS
- SCHEDULE 7 - SITE OPERATIONAL DIAGRAMS
- SCHEDULE 8 - THE CUSTOMER'S GENERATING EQUIPMENT
- SCHEDULE 9 - TECHNICAL DEROGATIONS
- SCHEDULE 10 - GENERATING EQUIPMENT CONNECTED TO THE CUSTOMER'S INSTALLATION
- SCHEDULE 11 - EXCLUSION AND LIMITATIONS OF LIABILITY FOR DISTRIBUTED GENERATION  
UNAVAILABILITY PAYMENT
- SCHEDULE 12 - PROPERTY DOCUMENTS

SCHEDULE 1  
CONNECTION POINT DETAILS

An additional part to this Schedule will be required for each additional premises to be supplied

PREMISE	PREMISE NAME	
<b>CONNECTION POINT</b>	<b>NAME OF CONNECTION POINT (repeat for premise with multiple Connection Points)</b>	
	Commencement Date at which this specific Connection Point is included in this Agreement	<b>DD/MM/YYYY</b>
	Grid Reference of Connection Point	<b>[HERE]</b>
	Name of Feeding Company Substation	<b>[HERE]</b>
	Current	Alternating
	Frequency:	50Hz
	Voltage:	<b>## V</b>
	Number of Phases:	3 phase
	Maximum Permitted Import Capacity	<b>###,### kVA</b>  limited to  <b>###,### kW</b>  <b>###,### kVAr import (lagging p.f.)</b> <b>###,### kVAr export (leading p.f.)</b>
	Maximum Permitted Export Capacity	<b>###,### kVA</b>  limited to  <b>###,### kW</b>  <b>###,### kVAr import (leading p.f.)</b> <b>###,### kVAr export (lagging p.f.)</b>
	Default Power Factor at the Connection Point *	<b>###leading or ###lagging</b>
	* The nominal operating power factor shall be as prescribed in the National Terms Of Connection unless otherwise stated in writing in this Agreement	

**SCHEDULE 2  
CAPACITY INTERRUPTIBILITY ARRANGEMENTS**

The following terms and conditions in this Schedule 2 apply to the management of the Customer's export capacity under the Flexible Distributed Generation Active Network Management scheme and sets out in particular the basis of constraint of the Planned Interruptible Export Capacity and the reduction in the Customer's proportion of Maximum Export Capacity that is Planned Interruptible Export Capacity.

**1 ADDITIONAL DEFINITIONS**

<i>Term</i>	<i>Meaning</i>
<b>"Constrained Location"</b>	means those locations of constraint set out in Part 2 of this Schedule 2;
<b>"Export Capacity"</b>	Means an amount of electricity (expressed in kVA) which may be less than or equal to but shall not exceed the Maximum Export Capacity that the Customer is passing into the Distribution System through the Connection Point at any point in time;
<b>"Forecast"</b>	Means any information, projections, data, estimations or forecasts as to future levels of Curtailment provided by or on behalf of the Company to the Customer in relation to this Agreement.
<b>"LIFO Register"</b>	Has the meaning given to it in Paragraph 3.2;
<b>"Operating Capacity"</b>	means the electrical capacity in kVA available at the Constrained Location in near real time
<b>"Priority Generation Plant"</b>	Means in respect of the Constrained Location, Generating Equipment connected to the Company's Distribution System which either: <ul style="list-style-type: none"> <li>a. has Interruptible Export Capacity not defined or a value of zero designated to it in the relevant customer's terms of connection with the Company; or</li> <li>b. has been entered on to the LIFO Register in priority to the Customer.</li> </ul>
<b>"Qualifying Generation Plant"</b>	means Generating Equipment connected in a constrained area of the Distribution System that: <ul style="list-style-type: none"> <li>a. Is not a Priority Generation Plant; and</li> <li>b. Has a Maximum Export Capacity greater than 50kW and is capable of having its electrical output governed so as to incrementally control its output;</li> </ul>
<b>"Subordinate Generation Plant"</b>	means any Qualifying Generation Plant that connects to the Constrained Location after the Customer's Connection Point is Energised. <p>(a) <b><i>[Note: This concept relates to creating a secondary level of curtailment, where the capacity limit has been met, and reinforcement has not been undertaken, and more generators wish to connect under the same constraint. Consequently these later generators, or Subordinate Generation Plants will be curtailed first.]</i></b></p>

## 2 TECHNICAL REQUIREMENTS FOR CONTROLLING THE INTERRUPTABILITY

- 2.1 The Customer's Generating Equipment shall be paralleled to the Company's Distribution System.
- 2.2 Company Control Equipment shall be installed at the Connection Points to:
- 2.2.1 interface the Customer's Installation and/or equipment therein with the Company's Supervisory Control Alarm and Data Acquisition (SCADA) systems
  - 2.2.2 conduct measurement of current and voltage in real time
  - 2.2.3 convey an Instruction in digital format, to the Customer's control equipment to communicate the Adjusted Import Capacity and/or Adjusted Export Capacity that may be utilised. The specification for such Instructions is set out in Part 4 of this Schedule 2.
  - 2.2.4 provide volt free trip contacts, for operation upon failure of curtailment of interruptible import capacity, which shall be connected to the Company's Connection Point isolator or circuit breaker in respect of curtailment of import capacity.
  - 2.2.5 provide volt free trip contacts, for operation upon failure of curtailment of interruptible export capacity, which shall be connected to the Company's Connection Point isolator or circuit breaker or if appropriate to equipment under the control of the Customer that may isolate the Customer's generating equipment.

and the specific technical requirements will be set out in Part 3 of this Schedule 2.

## 3 CURTAILMENT

- 3.1 Subject to the Company's control engineer instructing any necessary limitations of usage in accordance with the Distribution Code the Customer agrees that in the event that the power flows and/or voltage levels in any Constrained Location equal or exceed the relevant Operating Capacity, the Company shall be entitled to give an Instruction in accordance with the technical requirements in Part 4 of this Schedule 2 to Curtail the flow of electricity through the Connection Point in an amount expressed in kVA to bring the power flows and/or voltage levels at the relevant Constrained Location below the relevant Operating Capacity PROVIDED THAT prior to issuing an Instruction to Curtail the Customer's flow of electricity through the Connection Point the Company has ensured that all flows of electricity onto the Distribution Network from Subordinate Generation Plants have been reduced to zero.
- 3.2 The Company shall ensure that all Subordinate Generation Plants shall have installed and be connected to Company Control Equipment and shall be subject to the ANM Scheme.
- 3.3 The Company shall be responsible for:
- 3.3.1 holding and maintaining a register of all Qualifying Generation Plants that connect to a Constrained Location (the "**LIFO Register**"). The Company shall hold a LIFO Register for each Constrained Location.
  - 3.3.2 ensuring that all Subordinate Generation Plants on the LIFO Register shall have at all times installed Company Control Equipment and shall be subject to the ANM Scheme.
- 3.4 Each Subordinate Generation Plant that connects to the Constrained Location shall be added to the LIFO Register.

**4 NO LIABILITY FOR FORECASTS**

- 4.1 The provider of any Forecast, aims to ensure that the Forecast is accurate and consistent with current knowledge and practice. However forecasting of a dynamic social, economic, climatic and electrical environment are inexact sciences which are constantly evolving and therefore no element of the Forecast may be relied upon. Subject to Clause 15 of the National Terms, the provider of any Forecast and any party on behalf of whom the Forecast has been provided excludes all liability in tort (including negligence), contract and under any statute for any loss or damage arising out of or in connection with any reliance on the Forecast. Subject to the foregoing, to the fullest extent permitted by applicable law, all warranties or representations (express or implied) in respect of the Forecasts are excluded.
- 4.2 The Customer's use of Forecasts provided by or on behalf of the Company is entirely at the Customer's own risk. The Company makes no warranty, representation or guarantee that the Forecast is error free or fit for your intended use.

**SCHEDULE 2 PART 1 – ANM SCHEME**

*[Note: Technical description of the ANM Scheme and how it will operate (i.e. operating margins etc) to be provided.]*

**SCHEDULE 2 PART 2 – CONSTRAINED LOCATIONS**

*[Note: Constraints triggered or contributed to by each Generator shall be set out in the contract. This contract caters for a multiple constraint scenario, however for the first generators only one constraint will need to be specified.]*

Constrained Location	Grid Reference or General Location of Constraint	Substation or Circuit references	Description of Constraint

**SCHEDULE 2 PART 3 – SITE TECHNICAL REQUIREMENTS**

*[Note: To go in here a complete technical description of the equipment and signalling and controls provided by the Company and the corresponding requirements on the Customer to provide or receive or connect signalling and controls to its equipment to achieve the control required under the particular ANM scheme. This section will also identify the Communication protocols for example where digital or analogue signalling or required absolute levels of maximum import or export, rather than simple volt free contacts, are required to be conveyed.]*

**SCHEDULE 2 PART 4 – TECHNICAL REQUIREMENTS FOR THE COMPANY TO GIVE AN INSTRUCTION TO THE CUSTOMER**

Manual (verbal or written) Instructions will be given by	The Company shall through its control equipment in an autonomous, semi-autonomous or otherwise in a manual fashion including verbal or written instructions specify a level of import capacity which may be less but not greater than the Maximum Import Capacity and specify a level of export capacity which may be less but not greater than the Maximum Export Capacity.
	Upon receipt from the Company of the specified level of import capacity or export capacity the Customer shall reduce the flow of electricity from the Company's Distribution System to the Customer's Installation or the flow of electricity from the Customer's Installation to the Company's Distribution System in an autonomous, semi-autonomous or manual fashion to not exceed those specified levels and do so within the timescale specified by the Company.
	If the Customer fails to act within the period specified by the Company to achieve maximum flows of electricity below the specified levels the Company shall be entitled to De-energise the Connection Points or isolate the Customer's generating equipment as is appropriate.
	Until such time that the specified level of import capacity reverts to the Maximum Import Capacity or the specified level of export capacity reverts to the Maximum Export Capacity if the Customer fails to not exceed those specified values the Company shall be entitled to De-energise the Connection Points or isolate the Customer's generating equipment as is appropriate.
Automatic Instructions will be given by	[This section will specify the schematic circuitry and control system diagrams setting out the basis of connection of the Company Control Equipment to the Customer's control equipment. At the automatic control wiring level all inputs and outputs will be diagrammatically shown and in written form and the protocols and ranges of signal for each relevant digital or analogue input or output, whether as distinct control wires or logically implemented controls on a single digital databus, shall be set out in this block]

**SCHEDULE 3 - TECHNICAL SUPPLY CAPACITIES AND SOLE USE ASSETS**

Application Notes     Where the registration sheets show maximum technical capacities these are based solely on the capacity of the sole use plant and negative phase sequence voltage at the point of common coupling (PCC). The actual maximum capacities negotiated with the Customer will additionally take account of other loads on shared use plant and the obligations placed upon the Customer by the entirety of this Agreement.

**Supply Point and Sole Use Assets Registration Sheet**

Circuit Name:				
Distributor		Eastern Power Networks plc		
Supply Voltage				
Normal NGC GSP:				
Point of Supply				
IMPORT Meter Point Association Numbers (MPANs)				
EXPORT Meter Point Association Numbers (MPANs)				
Capacity	Thermal			
Sole Use Cables	Voltage			
	Type & Length			
	Capacity (Rating)			
	Impedance			
	Date Commissioned			
Sole Use Switchgear	Make/Type			
	Capacity (Rating)			
	Date Commissioned			

**SCHEDULE 4 - SITE RESPONSIBILITY SCHEDULES**

The site responsibilities shall be detailed in separate documentation between the parties in the form of a separate Site Responsibility Schedule Document.

## NOTES

- (1) **Unless otherwise stated, Responsibility follows ownership.**
- (2) Charges for renewal or maintenance of assets operated by the Company solely to enable a connection to the Customer or in the case of EHV connections the share of use of the Company's assets are subject to the Company's Methodology and Statement of Basis of Connection Charges.
- (3) Customer's equipment connected to the Company's Connection Points, whilst being the responsibility of the Customer to control, operate and maintain, are subject in the first instance to the Company's Safety Management System in the conducting of any activities upon such Customer equipment **within** substations under the site management of the Company, noting however the Customer's Safety Management System applies to the conducting of works upon the Customer's equipment itself.

According to the nature of the works upon the Customer's equipment outside of the substation or works upon the Company's connection equipment, both the Customer's and/or the Company's related Safety Rules and Safety Documentation **may be required** to apply and be issued according to the nature of the work to be undertaken by the Customer or the Company, the necessity to make dead or earth or further prevent other potential sources of voltage being presented upon either party's systems in the relevant work zone.



**SCHEDULE 5 - SITE SPECIFIC OPERATING ARRANGEMENTS****GENERAL OPERATING ARRANGEMENTS FOR ALL SITES****1. DIVISION OF RESPONSIBILITY FOR CONTROL MAINTENANCE AND OPERATION**

- 1(a) Unless otherwise stated in this Agreement all apparatus on the Company's side of the Connection Point shall be controlled and operated by the Company.
- 1(b) Unless otherwise stated in this Agreement all apparatus on the Customer's side of the Connection Point shall be the responsibility of the Customer.
- Drawings contained within Appendix 2, Schedule 8 indicate the operational boundaries which shall apply.

**2. SWITCHING OPERATIONS ON COMPANY CONTROLLED APPARATUS**

To comply with Regulation 12 of the Electricity at Work Regulations 1989, the Customer may, in an emergency, trip the outgoing circuit breaker by remote emergency tripping facility provided by the Company but the Company's Control Engineer must be informed immediately afterwards.

Energisation (or any subsequent Re-Energisation) or any non-emergency De-energisation of the Connection Point shall only be performed by the Company's authorised staff to the direct instructions of the Company's Control Engineer

Isolating and earthing operations on all high voltage apparatus controlled by the Company shall only be performed by the Company's authorised staff to the direct instructions of the Company's Control Engineer.

**3. WORK ON HIGH VOLTAGE EQUIPMENT**

All work on high voltage apparatus controlled by the Company shall be carried out in accordance with the Company's 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 Customer, the Customer 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. Unless otherwise agreed with the Company, where the Customer operates its own control room a Record of Inter-System Safety Precautions (RISSP) procedure shall be utilised to ensure safe coordinated interaction of the Customer's and the Company's control room activities and on site work activities.

All work on high voltage apparatus controlled by the Customer shall be carried out in accordance with the Customer'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 Customer's Safety Document procedures utilising, where necessary, OIE certificate(s) provided by the Customer or the Company.

\* Form for OIE certificate can be provided.

## GENERAL OPERATING ARRANGEMENTS FOR ALL SITES

### 4. LOCKING OF SWITCHGEAR

On all the Company controlled switchgear, the Company's locks shall be used to secure:

- (a) all opening facilities apart from those specified in paragraph 2 above,
- (b) all closing facilities apart from those specified in paragraph 2 above,
- (c) all isolation and earthing facilities.

Responsibility for locking Customer controlled apparatus rests with the Customer.

### 5. IRREGULARITIES OF SUPPLY

All faults or irregularities on both the Company's and Customer's high voltage equipment shall be reported immediately to the Company's Control Engineer.

### 6. COMMUNICATION WITH THE CONTROL ENGINEER

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

**Eastern Power Networks plc** - 'East of England Network' only

- The Company's Control Centre can be contacted on 0800 783 8866

### 7. COMMUNICATIONS WITH THE CUSTOMER'S ENGINEERS

Customer's engineers may be contacted as follows:

**[TO BE COMPLETED FROM CUSTOMER INFORMATION]**

An additional part to this Schedule will be required where the Site or constituent Connection Points require specific operating arrangements that are additional or in place of the General Operating Arrangements For All Sites or to explicitly confirm no site specific operating arrangements exist.

## OPERATING ARRANGEMENTS APPLICABLE TO THE ENTIRE CUSTOMER SITE

Where Connection Points are sourced from a single tee point connection to the Company's Distribution System the Connection Point may be subject to long-term de-energisation during abnormal network conditions and/or during periods of network maintenance.

The normal operating regime will be for the Customer to operate at a power factor prescribed in the National Terms of Connection unless stated otherwise in Appendix 2 - Schedule 1. Due to conditions on the Distribution System and the Transmission System the Company *may* by instruction from the Company's control engineer or instruction from the Company's autonomous control systems require the Customer where it operates Generating Equipment to operate such Generating Equipment within the range of 0.95 leading and 0.95 lagging as instructed by the Company's Control Centre. If the Customer cannot operate its Generating Equipment at the required power factor the Customer may be instructed to reduce or disconnect their Generating Equipment from the Distribution System.

<b>OPERATING ARRANGEMENTS APPLICABLE TO SPECIFIC CONNECTION POINTS</b>	
<b>CONNECTION POINT NAME</b>	<b>NAME OF CONNECTION POINT (repeat for premise with multiple Connection Points)</b>
Operating Arrangements	None

## SCHEDULE 6 - SITE SPECIFIC TECHNICAL CONDITIONS

### GENERAL TECHNICAL CONDITIONS

The Customer must inform the Company in writing of any intended or actual material changes to the magnitude or timing of the consumption of electricity (i.e. load) covered by this Agreement.

The Customer must inform the Company in writing of any connection of low voltage Generating Equipment up to 16 Ampere per phase in advance or up to 28 days following the date of installation.

The Customer must obtain prior consent in writing from the Company for any connection to the Customer's Installation of Generating Equipment at EHV, HV or at Low Voltage where the rating exceeds 16 Ampere per phase or where connection of multiple Low Voltage Generating Equipment units up to 16 Ampere per phase is planned.

Where the Customer intends to change in any way Generating Equipment or equipment controlling Generating Equipment that is connected to the Customer's Installation, for the avoidance of doubt including *inter alia* any replacements, substitutions, alterations, additions, removals, enhancements or reductions, and such intended changes may alter the characteristics of or the type of or the form of or the means of control of the Customer's Generating Equipment or the profile or timing of the production of electricity by its Generating Equipment or the profile or timing of export of electricity to the Distribution System, then the Customer shall submit an Application for a Modification to the Company in accordance with this Agreement and the Customer shall not change its Generating Equipment and/or equipment controlling its Generating Equipment in any way without prior written agreement from the Company to a Modification and without first entering into a variation of this Agreement to agree the required changes.

### TECHNICAL CONDITIONS APPLICABLE TO THE ENTIRE CUSTOMER SITE

#### Generation Export and Operation Regime

Unless otherwise specified in this Agreement the Customer's Generating Equipment on this site is permitted to operate and permitted to export up to the Maximum Export Capacity stated in Appendix 1 at any time of day on any day, subject to directions and instructions as may be given by the Company's Control Centre from time to time. Where time of day, week, month or year or operational or technical restrictions apply these shall be expressly stated in Schedule 4 "OPERATING ARRANGEMENTS APPLICABLE TO SPECIFIC CONNECTION POINTS" or Schedule 5 "TECHNICAL CONDITIONS APPLICABLE TO SPECIFIC CONNECTION POINTS".

#### Fault levels

The Customer's;

a) calculated maximum 3-phase fault level contribution at the point of connection without the Distribution System is **[FAULT LEVEL]** kA Sub-transient and **[FAULT LEVEL]** kA Transient, and

b) calculated maximum 1 phase fault level contribution at the point of connection without the Distribution System is **[FAULT LEVEL]** kA Sub-transient and **[FAULT LEVEL]** kA Transient,

and the Company's connections have been designed on the basis of this data which has not been checked by the Company.

The Distribution System is;

a) designed for a 3 phase symmetrical fault level of **[FAULT LEVEL]** kA, and

b) designed for a 1 phase to ground fault level of **[FAULT LEVEL]** kA, and

the Customer's Plant should be designed to take account of the fault level rising to that level.

**TECHNICAL CONDITIONS APPLICABLE TO THE ENTIRE CUSTOMER SITE****Synchronisation**

The Customer must communicate with the Company's Operations Centre in respect of any operation or event, as follows:-

1. In accordance with the requirements set out in the Distribution Code DOC7:
2. Prior to first synchronisation of the first generating set following:
  - a) the conclusion of this Connection Agreement;
  - b) an unplanned outage of all of the generating sets; or
  - c) any planned outage of all of the generating sets of more than one day.
3. Unless specified otherwise in this Agreement, before reconnection of disconnected Generating Equipment following loss of the incoming supply or operation of transient protection, except in the following circumstances:-
  - (i) when the loss of incoming mains supply is for a period of less than 3 minutes, i.e. a transient interruption of supply; or
  - (ii) when some or all of the generating sets have tripped due to transient protection operation due to a fault on the Customer's network and the incoming supply has remained available.

These terms are without precedent and represent a temporary relaxation of the full requirements of DOC7 only in so far as the Company has power to grant such relaxation, and only for so long as the Company considers it reasonable to do so in all the circumstances. The Company reserves the right, without notice, to withdraw this relaxation at any time in the future and thereafter insist on compliance with the full requirements of DOC7.

Synchronisation of the customers Generating Equipment should be in accordance with the requirements of P28 as defined in the customers P28 assessment and as directed by the Company.

**Protection Settings**

As a minimum the Customer shall apply the Generating Equipment protection requirements set out in the Distribution Code or Engineering Recommendation G59/3 and/or its successor documents.

The exact test and protection settings will be notified to the Parties in writing at a future date to be agreed.

The protection tests should include the testing of vector shift relays response to the change of voltage vector by secondary injection or to rate of change of frequency relays response to the change of frequency by secondary injection as is relevant to the nature of the Customer Installation and Generating Equipment connected to it.

**Earthing System Impedance**

The Customer should endeavour to ensure that the rise of earth potential at the site under earth fault conditions remains below 430volts. If this is not achievable the Customer must comply with the conditions Imposed by BT for "hot" sites.

**TECHNICAL CONDITIONS APPLICABLE TO THE ENTIRE CUSTOMER SITE**

**Operational Constraint**

The Company reserves the right to reduce the Maximum Export Capacity due to unavailability of circuits elsewhere on the Distribution System and Transmission System.

Following notification by the Company’s control engineer or by the Company’s autonomous control systems of a reduction in the Maximum Export Capacity, the Customer shall not exceed that reduced output until permission has been received from the Company’s Operations Centre to resume normal output. Failure to comply with the Company’s notification may result in immediate disconnection of supply in order to protect the Distribution and Transmission Networks. The Company excludes liability for any constraint of output of the Customer’s export of electricity to the Company’s Distribution System arising from a failure of the Customer to comply with the instructions of the Company’s Operations Centre.

An additional part to this Schedule will be required for each Connection Point to be supplied where specific technical conditions apply to specific Connection Points.

<b>CONNECTION POINT NAME</b>	<b>NAME OF CONNECTION POINT (repeat for premise with multiple Connection Points)</b>
Technical Conditions	None

**SCHEDULE 7 - SITE GEOGRAPHIC PLANS**

Plans sufficient to detail all Connection Points included within this Agreement shall be appended to this Schedule.

**[SITE GEOGRAPHIC PLAN TO GO HERE IF APPLICABLE]**

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**SCHEDULE 8 - SITE OPERATIONAL DIAGRAMS**

Diagrams sufficient to detail all Connection Points included within this Agreement and their connection arrangements shall be appended to this Schedule.

**[SITE OPERATIONAL DIAGRAM TO GO HERE IF APPLICABLE]**



**SCHEDULE 9 - THE CUSTOMER'S GENERATING EQUIPMENT**

The Customer's Generating Equipment consists of:

- Connection control and protection equipment (including protection compliant with the Distribution Code and/or Engineering Recommendation G59/3 and/or its successor documents).
- **[DETAILED INVENTORY OF GENERATING EQUIPMENT TO GO HERE IF APPLICABLE]**

**SCHEDULE 10 - TECHNICAL DEROGATIONS**

<b>NAME OF CUSTOMER'S SITE</b>	<b>NAME OF CUSTOMER SITE</b>
No technical derogations apply.	

An additional part to this Schedule will be required for each Connection Point specific derogation that is applicable.

<b>NAME OF SUBSIDIARY CONNECTION POINT</b>	<b>NAME OF CONNECTION POINT (repeat for premise with multiple connection points)</b>
No technical derogations apply.	

**SCHEDULE 11 -  
GENERATING EQUIPMENT CONNECTED TO THE CUSTOMER'S INSTALLATION**

The Customer shall notify the Company of Generating Equipment capability connected on the Customer's Installation. Details to be provided are:

Date of Installation  being the later of Date of Commissioning or Date of Notification	Generating Equipment Type	Nature of Generating Equipment connection  Long-term parallel / Infrequent short-term parallel / Switched alternative-only	Generating Equipment Capacity	Generating Equipment Fault Level Contribution			
			(kW) Alternating Current Root Mean Squared magnitude of power output into the Alternating Current part of the Customer's Installation)	Ik'' sub-transient		Ik' transient	
				1 phase	3 phase	1 phase	3 phase

**SCHEDULE 12 -**  
**EXCLUSION AND LIMITATIONS OF LIABILITY FOR DISTRIBUTED GENERATION**  
**UNAVAILABILITY PAYMENT**

Notwithstanding the provisions of Schedule 10 of this **Appendix 2** the Company shall not make any DGNU Payment for Distributed Generation connected at Low Voltage to the Company's Distribution Network.

**SCHEDULE 13 -**  
**PROPERTY DOCUMENTS**

THIS SCHEDULE IS INTENTIONALLY BLANK UNLESS OTHERWISE POPULATED