

NATIONAL TERMS OF CONNECTION
Comparison of existing EDF Energy Networks Metered Connection Agreement against NTC Section 3

Where the NTC contains provisions that are not currently included in the EDF Energy agreement, we have also had regard to the terms of Western Power Distribution (WPD). Wording from the WPD agreement is shown in [blue](#).

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
1 (Definitions)	<p>The definitions contained in the two documents are broadly similar.</p> <p>However, there are some differences particularly to reflect the manner in which the NTC are to be contractually binding (via a contract between the customer and a supplier, as compared to an ordinary agreement signed by both parties). For example, "Company" and "Customer" in the NTC compared to "EDF Energy" and "Customer" in the EDF Energy agreement.</p> <p>There are also different uses of terminology that make no legal difference - such as "Connection Point" in the NTC compared to "Exit Point" in the EDF Energy agreement.</p> <p>The references to "NGC" in the EDF Energy agreement have also been updated to refer to the "NETSO".</p>		
2 (Connection)	Clause 2 sets out the status of the EDF Energy agreement.	Clause 2 sets out the status of the NTC.	The wording of the two clauses is different, as reflects the different status and structure of the two documents, but the concept is the same.
3 (Energisation)	Right to be and remain connected conferred under clause 3.1	Right to be and remain connected conferred under clause 3.	Both the NTC and the EDF Energy agreement make provision for the right to be and remain connected.
3.2	Right to be and remain Energised conferred, subject to certain conditions:	Right to be and remain Energised conferred under clause 4, subject to certain conditions:	The conditions attached to the right be and remain energised are conceptually

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	<ol style="list-style-type: none"> the Customer has entered into an electricity supply agreement with an Authorised Supplier, which has entered into an agreement for use of EDF Energy's Distribution System (either directly where such Supplier is a party to the BSC, or indirectly through another Authorised Supplier where such supplier is not a party to the BSC) the Customer agreeing to and complying with the Technical Conditions an Appropriate Meter being installed at the Exit Point a Meter Operator having been appointed Customer compliance with the Agreement EDF Energy and the counterparty having complied with their obligations under the Construction Contract EDF Energy being able to occupy the Site and exercise the rights created by the Property Documents 	<ol style="list-style-type: none"> The Customer or an Electricity Supplier being registered as responsible for the Metering System in accordance with the BSC (clause 4.1.2) [no reference to technical conditions] Metering being installed in accordance with the BSC (clause 4.1.3) meter operator being appointed in accordance with BSC (clause 4.1.3) Customer compliance with the Agreement (clause 4.1.1) [no reference to construction contract] EDF Energy being able to occupy the Site and exercise the rights created by the Property Documents (clauses 5.6.4 and 10.1) 	<p>similar in that the Customer is required under each agreement to ensure that metering is installed, that a meter operator is appointed, and that either the Customer or Supplier is registered under the BSC and general compliance with the Agreement.</p> <p>Over and above registration under the BSC there is no need to refer to a contract with a supplier, as the NTC will be entered into pursuant to such a contract.</p> <p>The NTC makes no reference to compliance with technical conditions or a construction contract, as such matters will only apply pursuant to a bespoke connection agreement where one applies.</p>
	The Customer warrants to the Company that at the date hereof it has power to enter into,	Where there is Generating Equipment at the Premises (clauses 4.1.4 and 4.1.5):	The NTC agreement makes specific reference to the CUSC and licence

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	<p>perform and comply with all of its obligations under this Agreement and:-</p> <p>(A) that it is not required to enter into the Connection and Use of System Code or any Supplemental Agreement thereto;</p> <p>(B) that it is exempted from the requirements to obtain a generation licence pursuant to Section 5 of the Act; and</p> <p>(C) that it is not otherwise required to be a party to or a pool member under the Balancing and Settlement Code.</p> <p>The Customer undertakes to the Company that it shall forthwith notify the Company of any change of circumstances occurring hereafter as a result of which any of the above statements ceases to apply and the Customer shall indemnify the Company against all actions, proceedings, claims or demands brought or threatened against the Company by a third party as a result of any breach of the warranties or undertaking contained in this Clause 3.1 (clause 3.1)</p>	<ul style="list-style-type: none"> CUSC compliance, or where applicable, the customer is not required to be a party to the CUSC; and a generation licence being held, or where applicable, the Customer is exempt from the licence requirement <p>The Customer is required to indemnify the Company for actions or claims brought against the Company for any of the Conditions not being fulfilled or ceasing to be complied with (clause 4.2).</p>	<p>requirements in relation to generation. Also included is an indemnity from the Customer in the event that any of the conditions in clause 4.1 cease to be complied with. This has particular relevance in the case of the CUSC-related provisions.</p> <p>We understand that this wording is currently included in connection agreements by a number of distributors, particular where generation is involved.</p> <p>By way if example, the WPD drafting has been included. The NTC wording is similar to the WPD wording. However, the WPD wording assumes that the Customer in each case is exempt from being a party to the CUSC and from the requirement to hold a generation licence, whereas the NTC provides for both alternatives (i.e. compliance or exemption). Note the NTC drafting does not refer to the Customer not being (or being) a party to the BSC, but this is covered by clause 4.1.2 of the NTC.</p>
3.3	EDF Energy shall De-Energise the Exit Point as soon as reasonably practicable after being	The Company shall De-Energise the Connection Point within a reasonable period of time after	The principle is the same, but the NTC deals with de-energisation (as opposed

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	instructed to do so by the Customer or by the Authorised Supplier.	being instructed to do so by the Customer or by the Registrant (clause 5.2)	to the right to be energised) in clause 5.
3.4 & 3.5	<p>EDF Energy may De-Energise the Exit Point at any time if:</p> <ol style="list-style-type: none"> 1. it is instructed to do so by the National Grid pursuant to the CUSC; 2. required to do so pursuant to BSC; 3. any of the conditions referred to in Clause 3.2 cease to be satisfied; 4. EDF Energy is entitled to do so in accordance with the Regulations; or 5. it is otherwise permitted to do so under the terms of this Agreement, but EDF Energy shall at all times act in accordance with Good Industry Practice in relation to such De-Energisation. <p>Subject to the provisions of the Distribution Code EDF Energy shall be entitled to plan and execute Outages in connection with the performance of its statutory functions at any time and from time to time.</p>	<p>The Company may at any time De-Energise the Connection Point if:</p> <ol style="list-style-type: none"> 1. it is instructed or required to do so pursuant to the Act, its licence, the CUSC or the BSC (clause 5.6.1); 2. if any of the conditions relating to energisation cease to be satisfied, or the Customer breaches any of the provisions of the Agreement (clause 5.6.4); 3. it is entitled to do so in accordance with the Regulations - but under the NTC notice must be given in accordance with the Regulations (clause 5.4). <p>The Company may De-energise if it is necessary or reasonable for the Company to do so as part of a System Outage carried out in accordance with its statutory rights and obligations and Good Industry Practice; and in order to permit other persons to connect to the Distribution System. In such circumstances, the Company shall provide the Customer with as much notice as possible and as is required by law (clause 5.5).</p>	<p>The de-energisation rights listed here are broadly similar. The NTC places greater obligations on the distributor in terms of advance notice.</p> <p>The NTC impose the Good Industry Practice obligation in respect of all de-energisations (rather than only one category), and also in respect of re-energisations.</p> <p>The NTC also applies the Good Industry Practice requirement in respect of System Outages.</p>

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		The Company will act in accordance with Good Industry Practice relation to De-energisation and Re-energisation (clause 5.10).	
	If, in the reasonable opinion of the Company, the condition or manner of operation of the Customer's Installation or other equipment poses an immediate threat of injury or material damage to any person or to the Company's Equipment or the Distribution System, the Company shall have the right to De-energise the Customer's Installation if it is necessary or expedient to do so to avoid the occurrence of such injury or damage (clause 7.4).	<p>The Company may immediately De-energise the Connection Point to avoid the threat of immediate threat of injury or material damage to any person or property where the condition or manner of operation of the Customer's Installation poses such threat (clause 5.1.1).</p> <p>The Customer may with the prior agreement of the Company de-energise the Connection Point to avoid the threat of immediate threat of injury or material damage to any person or property where the condition or manner of operation of the Distribution System or Connection Equipment poses such threat (clause 5.1.2).</p> <p>The Company may De-energise the Connection Point by providing as much notice as is reasonably practicable where the threat posed by the manner of operation of the Customer's Installation is not immediate (clause 5.3).</p>	<p>The NTC contains rights to de-energise where there is a threat of material damage or personal injury. We understand that a number of distributors commonly include provisions of this nature in their current agreements (see, for example, the WPD wording), and that the need for these provisions is increased by the absence of technical requirements.</p> <p>The NTC drafting develops the drafting contained in the WPD agreement, so that the right to de-energise in an emergency situation is reciprocal, and allows disconnection by the Company on notice where the risk is not immediate.</p>
	In the event that the Customer in the reasonable belief of the Company has made unauthorised use of electricity or committed theft of electricity, the Company may give notice of an event of default to terminate the agreement and disconnect the connection	<p>Clause 5.6 provides the Company with the following additional de-energisation rights:</p> <ul style="list-style-type: none"> the Company reasonably believes that the Customer has made unauthorised use of electricity or committed theft of 	<p>We understand that these additional de-energisation rights are commonly included in a number of distributors' standard connection agreements.</p> <p>By way of example, the WPD</p>

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	<p>point (clause 15.3 (A))</p> <p>In the event that the Customer shall fail in any material respect to perform or comply with any of its obligations and (if it is capable of remedy) it is not remedied to the reasonable satisfaction of the Company within 30 days of the Customer receiving written notice from the Company of the occurrence thereof and requiring the same to be remedied, the Company may give notice of an event of default to terminate the agreement and disconnect the connection point (clause 15.3 (C))</p>	<p>electricity;</p> <ul style="list-style-type: none"> the Customer's acts, omissions and/or continued Connection cause the Company to breach this Agreement or any law or Directive; the Company reasonably considers it necessary to do so for safety reasons or for the security of the Distribution System; the Company is entitled to De-energise the Connection Point in accordance with any other connection agreement relating to that Connection Point (provided the Company acts reasonably in exercising such right). 	<p>agreement allows for disconnection of the connection point where the Customer has made unauthorised use or theft of electricity.</p> <p>Similarly, the WPD allows for the connection point to be De-energised where the Customer is in breach of the agreement.</p>
3.5 & 3.6	<p>The Agreement does not give the Customer the right to receive an electricity supply or to use the Distribution System.</p> <p>The characteristics of supply shall be subject to such variations as permitted by the Regulations.</p>	<p>The Agreement does not give the Customer the right to receive an electricity supply, export electricity from the Premises or use the Distribution System for the purposes of providing a supply of electricity (clause 4.3).</p> <p>The characteristics of supply shall be subject to such variations as permitted by the Regulations, and the Company provides no warranty as to variations in voltage and frequency or voltage pulses or harmonic frequencies (clause 4.4).</p>	<p>Both agreements exclude the conferring of any right on the Customer to receive a supply of electricity and provide that any supply that is made will be subject to such variations as permitted by the Regulations.</p> <p>The NTC have been re-worded to allow for export as well as import.</p>

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3.7 & 3.8	<p>If the Exit Point is De-Energised, the Customer will pay to EDF Energy any costs reasonably incurred by EDF Energy in carrying out the De-Energisation and any subsequent Re-Energisation.</p> <p>EDF Energy shall Re-Energise (i) as soon as reasonably practicable after being so requested by written notice from the Customer or the Authorised Supplier (in the case of a De-Energisation pursuant to Clause 3.3); or (ii) (in the case of any other De-Energisation) within 21 days (or earlier if reasonably practicable) of it being satisfied that the circumstances that lead to De-Energisation no longer prevail.</p>	<p>The Customer shall pay to the Company on demand any costs incurred by the Company as a result of De-energisation and any subsequent Re-energisation at the request of or as a result of acts, omission or breach by the Customer (clause 5.7).</p> <p>If De-energisation was at the request of the Customer or Registrant, the Company shall Re-energise the Connection Point as quickly as reasonably practicable after the request of either the Customer or Registrant (clause 5.8)</p> <p>Other than where the Connection Point was De-energised at the request of either the Customer or Registrant, the Company shall Re-energise the Connection Point as quickly as reasonably practicable after the circumstances leading to the De-energisation have ceased to exist (clause 5.9).</p> <p>If at any time when the Customer does not have a right for a Connection Point to be (and remain) Energised but nevertheless imports electricity from, or exports electricity to, the Distribution System through that Connection Point, the Customer shall pay to the Company such sum as the Company may require for such import or export calculated in accordance with the Company's then current charges, together with such other reasonable and proper costs, losses and expenses as the Company may incur as a result thereof (clause</p>	<p>The EDF Energy agreement makes the Customer liable for the costs of de-energisation and re-energisation even where it was not caused by the Customer's default. The NTC only makes the customer liable where the Customer caused the de-energisation.</p> <p>The NTC makes the Customer liable for any electricity imported/exported where the Customer was not entitled to have its connection point energised. We understand that a number of distributors currently include this wording in their connection agreements. The application in practice will depend on the existence of published charges.</p>

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		5.11).	
	Upon termination of this Agreement, the Customer shall pay to the Company all sums then due and payable or accrued under this Agreement and any costs incurred by the Company in Disconnecting the Exit Point and removing the Company's Equipment (clause 15.6(B)).	<p>Following receipt of a disconnection notice, the Company shall remove the Connection Equipment from the Property and may recover its reasonable costs from the Customer (clause 6).</p> <p>The Company may also disconnect the connection point where it is reasonably necessary to do so for safety reasons (clause 6.3)</p>	<p>Unlike the EDF Energy agreement, the NTC provides for the possibility of disconnection, and places an obligation on the Company in respect of such disconnection where it is requested.</p> <p>The WPD agreements also provides for disconnection in certain circumstances. For example, clause 15.6 which is produced opposite.</p>
4 (Payment of Charges)	<p>Payment to the Company to be made within 14 days of invoice (clause 4.1).</p> <p>Interest charged on amounts that remain unpaid after the due date at 3% of base landing rate of HSBC (clause 4.1).</p> <p>Customer capable of charging interest if the Company has not made payment 21 days after the relevant due date (clause 4.3)]</p> <p>All amounts are stated as exclusive of VAT</p>	<p>Payment to be made within 14 days of invoice unless otherwise stated (clause 17.1).</p> <p>Interest charged on amounts that remain unpaid after the due date at the rate provided for in the Late Payment of Commercial Debts (Interest) Act 1998 (clause 17.2)</p> <p>All amounts are stated as exclusive of VAT</p>	<p>Payment terms are broadly aligned, however the NTC agreement provides for interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 which is 8%.</p> <p>The EDF Energy agreement provides more favourable terms for EDF Energy where EDF Energy has not paid an amount due to the Customer, as interest becomes due 21 days after the due date, as opposed to from the due date.</p>
5 (Modifications)	<p>Customer Modification (clause 5.2 - 5.4)</p> <p>Customer may submit an application for Modification.</p>	<p>Customer Modification (clause 14.2 - 14.4)</p> <p>Customer may submit an Application for Modification.</p>	<p>The process for initiating a Customer modification is similar in each agreement, with the exception that the NTC agreement refers to timing requirements under the distribution</p>

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	<p>EDF Energy shall then make a Modification Offer to the Customer as soon as practicable and no later than 3 months after receipt of the Customer's application for Modification.</p> <p>The Modification Offer will remain open for 3 months from the date of its dispatch to the Customer. If accepted the terms of the Agreement will be varied to reflect the Modification Offer, in accordance with the terms if the Agreement as varied.</p>	<p>The Company shall then make a Modification Offer to the Customer as soon as reasonably practicable and in accordance with the terms of its Electricity Distribution Licence.</p> <p>The Modification Offer will remain open in accordance with its terms, unless either Party makes an application to the Authority for determination, in which case it will remain open for 10 Working Days after such determination has been made. If accepted the terms of the Agreement will be varied to reflect the Modification Offer, in accordance with the terms if the Agreement as varied.</p>	<p>licence (rather than specific time periods), and expressly allows for the possibility of a reference for determination to the Authority.</p>
5.5	<p>EDF Energy Modification</p> <p>EDF Energy may make a Modification to the Distribution System at or remote from the Exit Point without the Customer's consent. If EDF Energy discerns that the Customer's interests maybe Materially Effected, EDF Energy shall consult with the Customer to negotiate in good faith any amendments to the Agreement that may be necessary as a result of the Modification.</p>	<p>Company Modification (clause 14.5 - 14.8)</p> <p>The Company may submit a Modification Notification where it wishes to make a Modification to the Distribution System, setting out the works the Customer may have to carry out as a result.</p> <p>Within the time limits set out in the Modification Notification, the Customer may apply to the Authority under the Company's Electricity Distribution Licence.</p> <p>As soon as practicable after receipt of the Modification Notification, or where an application has been made to the Authority, after determination by the Authority (and</p>	<p>The NTC provides for more detail on how Company Modifications will be handled. The process for a Company Modification in the NTC is designed to trigger the Customer Modification process.</p>

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		<p>within 2 months thereof), the Customer shall submit an Application for Modification to the Company.</p> <p>The Company shall then make a Modification Offer to the Customer as soon as reasonably practicable and in accordance with the terms of its Electricity Distribution Licence.</p> <p>The Modification Offer will remain open in accordance with its terms, unless either Party makes an application to the Authority for determination, in which case it will remain open for 10 Working Days after such determination has been made. If accepted the terms of the Agreement will be varied to reflect the Modification Offer, in accordance with the terms if the Agreement as varied.</p>	
5.6 & 5.7	<p>Charges and Compensation</p> <p>The Company will provide all advice reasonably requested by the Customer to assist in assessing the implications of making a Modification:</p> <ul style="list-style-type: none"> free of charge where the modification by the Customer is as a result of a Modification proposed by the Company. subject to its reasonable charges where the Modification is as a result 	<p>Charges and Compensation</p> <p>The Company will provide all advice reasonably requested by the Customer to assist in assessing the implications of making a Modification:</p> <ul style="list-style-type: none"> free of charge where the modification by the Customer is as a result of a Modification proposed by the Company. subject to its reasonable charges where the Modification is as a result of 	Both agreements allow for the charges to be made on a Customer Modification and provide on a Company Modification that the Company shall provide advice for free but will not be required to compensate the Customer for costs incurred.

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	<p>of a Modification proposed by the Customer.</p> <p>The Company is not obliged to compensate the Customer for costs incurred by the Customer relating to any Modification by the Company.</p>	<p>a Modification proposed by the Customer.</p> <p>The Company is not obliged to compensate the Customer for costs incurred by the Customer relating to any Modification by the Company.</p> <p>(Clauses 14.9 - 14.11)</p>	
6 (Limitation of Liability)	Neither Party shall be liable for breach caused by Force Majeure (clause 6.1).	Neither Party shall be liable for breach caused by Force Majeure (clause 15.1).	Liability for force majeure is excluded in both agreements.
6.2	<p>Neither Party, its officers, employees nor agents will be liable for any loss other than for loss resulting from a direct breach of the Agreement or a tortious act or omission which at the Commencement Date was reasonably foreseeable as not unlikely to occur in the ordinary course of events in respect of:</p> <ul style="list-style-type: none"> physical damage to the property of the other party, its officers, employees or agents. the liability of the other party to any third party for loss arising from physical damage to the property of such third party. <p>Provided that:</p> <ul style="list-style-type: none"> EDF's liability for physical damage to the Customer's property shall be 	<p>Neither Party, its officers, employees nor agents will be liable for any loss other than for loss resulting from a direct breach of the Agreement which at the date of the Agreement was reasonably foreseeable as not unlikely to occur in the ordinary course of events in respect of:</p> <ul style="list-style-type: none"> physical damage to the property of the other party, its officers, employees or agents. the liability of the other party to any third party for loss arising from physical damage to the property of such third party. <p>Provided that:</p> <ul style="list-style-type: none"> the liability of either Party will be capped at £1million per incident or 	<p>Each Agreement limits liability to reasonably foreseeable direct losses in respect of physical damage to property caused by breach of the Agreement, and death and personal injury. The EDF Energy refers to tort, but this is inappropriate given clause 6.5 of the EDF Energy agreement.</p> <p>Both documents impose a cap for physical damage to property of £1million per incident or series of related incidents. However, the caps in the EDF agreement only apply to EDF and not to the Customer.</p> <p>The NTC agreement also introduces the concept of aggregate liability across all agreements with the Customer, to avoid the situation whereby the Customer is able to</p>

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	<p>capped at £1million per incident or series of related incidents.</p> <ul style="list-style-type: none"> EDF's liability to any third party for loss arising from physical damage to the property of such third party, is capped at, in respect of each such third party, £1million per incident or series of related incidents (clause 6.1 - 6.2). 	<p>series of related incidents</p> <ul style="list-style-type: none"> the Company's aggregate liability under all agreements with the Customer shall be £1million regardless of which agreement the Customer claims under the Company's aggregate liability under all agreements relating to the Premises in respect of an incident or series of related incidents shall not exceed £1million, and the Company's liability will be pro-rated accordingly (clause 15.1 - 15.2). 	<p>recover for the same loss several times.</p> <p>Whereas the EDF Energy agreement limits liability to each third party that may have a claim to £1million, the NTC agreement limits aggregate liability to all third parties in respect of the same premises to £1million in total.</p>
6.3, 6.4, 6.5, 6.6 & 6.7	<p>Liability not excluded for death or personal injury caused by the negligence of either Party, its officers, employees or agents and the liable Party shall keep the other Party, its officers, employees or agents, indemnified against all loss or liability so incurred (clause 6.3).</p> <p>Neither Party, nor its officers, employees or agents, shall be liable to the other for :</p> <ul style="list-style-type: none"> loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill indirect or consequential loss 	<p>Liability not excluded for death or personal injury caused by the negligence of either Party, its officers, employees or agents and the liable Party shall keep the other Party, its officers, employees or agents indemnified against all loss or liability so incurred (clause 15.3).</p> <p>Neither Party, nor its officers, employees or agents, shall be liable to the other for :</p> <ul style="list-style-type: none"> loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill indirect or consequential loss loss resulting from the liability of the 	<p>The drafting in the two documents is materially the same.</p> <p>The drafting in respect of loss relating to third parties in the EDF Energy agreement is inconsistent with the previous provisions on liability to damage to property belonging to a third party. The NTC agreement clarifies the position.</p> <p>Both parties acknowledge waive any other rights not expressly set out in the contract.</p>

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	<ul style="list-style-type: none"> loss resulting from the liability of the other Party to any other person however arising, other than in relation to death or personal injury (clause 6.4). <p>Rights and remedies are exclusive and the parties waive to the fullest extent possible all rights and remedies provided by common law or statute (clause 6.5).</p> <p>The limitation on liability provisions override any other provision in the Agreement, provided that they shall not prejudice rights, powers, duties or obligations contained in the Act, Electricity Distribution Licence or Regulations or conferred on the Authority or Secretary of State (clause 6.6).</p> <p>Liability provisions will survive termination and are separate and severable terms (clause 6.7).</p>	<p>other Party to any other person however arising, other than in relation to physical damage to the property of such third party caused by a direct breach of the agreement (clause 15.4).</p> <p>Rights and remedies are exclusive and the parties waive to the fullest extent possible all rights and remedies provided by common law or statute (clause 15.5).</p> <p>The limitation on liability provisions override any other provision in the Agreement, provided that they shall not prejudice rights, powers, duties or obligations contained in the Act, Electricity Distribution Licence or Regulations or conferred on the Authority or Secretary of State (clause 15.6)</p> <p>Liability provisions will survive termination and are separate and severable terms (clause 15.7).</p>	
6.9 & 6.10	EDF Energy shall only be liable to pay the DGNU Payment where set out in the Appendix.	The Company shall only be liable to pay the DGNU Payment where expressly agreed (clause 15.4).	Although the wording is slightly different, the effect is the same.
7 (Customer's Installation and Equipment)	<p>Customer to ensure compliance at all times with applicable laws in respect of the Customer's Installation (clause 7.1).</p> <p>Save where EDF Energy makes express</p>	<p>Customer to ensure compliance at all times with applicable laws in respect of the Customer's Installation (clause 7.1).</p> <p>Save where the Company makes express</p>	Conceptually the two agreements cover the same ground in respect of compliance and representations and warranty relating to the Customer's Installation and the use of auto-

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	<p>written representations, EDF Energy gives no warranty as to the appropriateness of the Customer's Installation (clause 7.2).</p> <p>The Customer acknowledges EDF Energy may use switchgear with auto-reclosing facilities and EDF Energy accepts no liability for the Customer failing to design the Customer's Installation to be compatible with such switchgear (clause 7.3).</p>	<p>written representations, the Company gives no warranty as to the appropriateness of the Customer's Installation (clause 7.2).</p> <p>The Customer acknowledges the Company may use switchgear with auto-reclosing facilities and the Company accepts no liability for the Customer failing to design the Customer's Installation to be compatible with such switchgear (subject to the provisions on liability for death and personal injury) (clause 7.3).</p>	reclosing switchgear.
7.4	<p>If the Customer takes a supply from the Distribution System which adversely impairs voltage regulation or electricity distribution across the Distribution System, the Customer shall remedy the situation at its own expense and to EDF Energy's reasonable satisfaction within such time as specified by EDF Energy. If the situation is not remedied, EDF Energy may de-energise the Exit Point until the situation is remedied. The Customer shall pay EDF Energy the full amount of its reasonable costs in effecting the De-energisation and its losses caused by the adverse effects, voltage impairment or disruption to the Distribution System.</p>	<p>If the Customer imports electricity from or exports electricity to the Distribution System which adversely impairs voltage regulation or electricity distribution across the Distribution System, the Customer shall remedy the situation at its own expense and to the Company's reasonable satisfaction within such time as specified by the Company. If the situation is not remedied, the Company may de-energise the Connection Point until the situation is remedied. The Customer shall pay the Company the full amount of its costs in effecting the De-energisation and its losses caused by the adverse effects, voltage impairment or disruption to the Distribution System (clause 7.5).</p>	<p>The two agreements require the Customer not to impair voltage regulation on the Distribution System. In the event that voltage regulation is impaired, both agreements require the Customer to remedy such impairment, failing which the company may De-energise the connection and recover its costs. The NTC agreement makes it expressly clear that this obligation applies equally to the import and export of electricity from and to the Distribution System.</p>
	<p>Where the Customer's Installation is permanently connected to more than one Exit Point, there must not exist within the</p>	<p>The Customer shall at its own expense ensure that the facility to parallel across more than one Connection Point does not exist within the</p>	<p>We understand that these operational requirements exist in a number of distributors' current connection terms.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	Customer's Installation the facility to parallel across more than one Exit Point (clause 9.6).	<p>Customer's Installation, unless expressly agreed in writing by the Company (clause 7.6).</p> <p>The Customer shall maintain the Customer's Installation so that it is reasonably fit for purpose and so that the way it is used shall not damage or interfere with the operation or electricity flow through the Distribution System or the National Electricity Transmission System (clause 7.4).</p>	See for example the wording from WPD's unmetered connection agreement.
7.5	The Customer shall not Connect any electricity generating plant or alternative source of electricity to the Distribution System without the prior consent of EDF Energy, and consent may be dependent on the Customer agreeing to certain Technical Conditions.	<p>The Customer must inform the Company of any intention to use Small-Scale Generating Equipment at the Premises in parallel with the Distribution System no later than 20 Working Days after the equipment is commissioned, and provided it does so, the Customer does not need the Company's consent to install and/or operate such Small-Scale Generating Equipment at the Premises (clause 7.6).</p> <p>The Customer is required notify and obtain the Company's prior written consent to the installation and/or operation of any Generating Equipment that is not Small-Scale Generating Equipment at the Premises which is capable of being operated in parallel with the Distribution System (clause 7.7).</p> <p>Generating Equipment that is used as an emergency back-up source of electricity may be utilised provided that it is first isolated</p>	Whereas under the EDF Energy agreement the use of any generating equipment requires the Company's consent, the NTC agreement allows the Customer to connect smaller generating equipment (which have an aggregate rating of no greater than 16amps per phase connected at low voltage) to the grid provided the Company is informed of such.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
		from the Distribution System (clause 7.8).	
8 (Power Factor and Phase Balance)	Customer to maintain the power factor at which it takes supply at or as near to unity as practicable and in any case not less than 0.9 lagging. If the power factor should at any time be leading, the Customer shall notify EDF Energy and at its own expense restore the power factor at which it receives a supply to unity, including the installation of such apparatus as EDF Energy may specify (clause 8.1).	<p>Unless otherwise agreed, the Customer shall at all times ensure that the Power Factor of any import of electricity from, or export of electricity to, the Distribution System through the Connection Point is maintained:</p> <ul style="list-style-type: none"> (unless otherwise required by the Company for operational reasons) so that there is never a leading Power Factor; and at or as near to unity as practicable, but in any case no less than 0.95 lagging (clause 13.1). <p>Customer shall not allow the Power Factor at the Connection Point to vary such to cause damage or disturbance to the Distribution System (clause 13.2).</p>	Both agreements require the Power Factor to be maintained at Unity, in the EDF Energy agreement being no less than 0.9 and in the NTC no less than 0.95.
8.2 & 8.3	<p>Where a supply is provided in two or more phases, the Customer shall ensure as far as reasonably practicable that demand is at all times balanced between the phases (clause 8.2).</p> <p>If the Customer fails in its obligations relating to power factor and phase balance, EDF Energy may in its reasonable discretion De-energise the Exit Point until such failure is remedied, and may require a Modification if</p>	<p>Where a supply is provided in two or more phases, the Customer shall ensure as far as reasonably practicable that demand is at all times balanced between the phases (clause 13.3).</p> <p>If the Customer fails in its obligations relating to power factor and phase balance, the Company may in its reasonable discretion De-energise the Connection Point, giving such prior notice as it considers appropriate in the</p>	<p>Both agreements require phases to be balanced.</p> <p>Both agreements allow the Company to De-energise the connection in the event that the Customer does not comply with the above obligations, provided that the NTC agreement requires the Company to give the Customer reasonable notice.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	the Customer is not able to effect the necessary changes (clause 8.3).	circumstances, until such failure is remedied, and may require a Modification to be made to the Company's Equipment or the Customer's Installation if the Customer is not able to effect the necessary changes (clause 13.4).	
9 (Compliance with Distribution Code)	The Parties agree to comply with the Distribution Code (subject to derogations in Appendix 1) and in the event of conflict between the provisions of the Agreement and the Distribution Code, the Distribution Code shall prevail.	The Parties agree to comply with the Distribution Code and in the event of conflict between the provisions of the Agreement and the Distribution Code, the Distribution Code shall prevail (clause 16).	Compliance with the Distribution Code is required by both documents.
10 (EDF Energy Equipment and Customer Installation)	Each party agrees not to interfere with the EDF Energy Equipment or Customer's Installation as appropriate without the written consent of the relevant party (clause 10.1), provided that the consent obligation shall be suspended in the event that such interference is required in an emergency to protect the health and safety of persons or to prevent damage to property or to preserve or protect the Distribution System (clause 10.2).	<p>Each Party agrees not interfere in any way with any of the Plant or Apparatus of the other Party without the consent of such other Party, except where emergency action has to be taken to protect the health and safety of persons or to prevent material damage to property. Neither Party shall knowingly do (or omit to do) anything which would cause the other Party to breach the Regulations. (Clause 9.1)</p> <p>Subject to the relevant liability caps, if either Party does interfere with the Plant or Apparatus of the other Party in breach of its obligations and as a result any equipment is lost or damaged, the Party in breach shall pay the other Party the amount of any loss incurred by the other Party, unless such loss or damage was caused by fair wear and tear or</p>	<p>Under both Agreements the parties agree not to interfere with the equipment of the other without such party's consent, provided consent will not be required in an emergency situation.</p> <p>The NTC agreement requires the parties to indemnify the other for any damage caused where equipment belonging to the other is interfered with in breach of the above obligation.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
		Force Majeure (clause 9.2).	
	<p>Each Party shall take all reasonable precautions at all times to protect the other Party's equipment on the Premises from damage and to comply with any reasonable requirements from time to time made by the other Party for that purpose (clause 7.2).</p> <p>If either Party breaches sub-clause 7.1 and/or 7.2 and as a result any equipment is lost or damaged, the Party in breach shall pay the other Party the full amount of, any loss, damage and expenses the other Party suffers as a result, unless such loss or damage was caused by fair wear and tear or Force Majeure (clause 7.3).</p>	<p>The Customer shall at all times take reasonable precautions required to protect the Company's Equipment from damage (clause 9.3).</p> <p>Each Party shall notify the other as soon as it becomes aware of damage to any part of such other Party's equipment (being the Customer's Installation or the Company's Equipment) and provide such detail of on the incident giving rise to the damage as can be obtained on exercising reasonable efforts (clause 9.4).</p> <p>Where the Company's Equipment is contained within, or adjacent to and directly associated with, the Customer's Installation, the Customer shall be liable up to £1million per incident or series of related incidents for its replacement where the damage arises from damage to the Customer's Installation (clause 9.5).</p>	<p>These additional provisions are concerned with damage caused to the distributor's equipment by the customer. We understand that a number of distributors currently include this wording in their connection agreements.</p> <p>By way of example, the WPD agreement contains an obligation on both the Company and the Customer to use all reasonable endeavours to protect the other party's equipment, and goes on to include an indemnity provision in the event of damage to property.</p>
11 (Rights of Access)	Each Party to procure rights of access to the Site or EDF Energy's Premises on reasonable written notice for the purposes of performing their respective obligations and exercising and protecting the prescribed rights under the Agreement. Persons given access shall comply with all reasonable directions given by EDF Energy or the Customer as the case	The Customer shall procure safe and unobstructed access rights to the Property for the Company on reasonable written notice (except in emergency situations) for the purpose of exercising the Company's rights, or enforcing the Company's obligations, under this Agreement. Persons given access shall comply with all reasonable directions given by	Both agreements provide access rights to the Parties, their agents, employees and authorised representatives, though the Customer's rights under the NTC are subject to supervision by the distributor.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	<p>may be (clause 11.1)</p> <p>In an emergency situation access rights shall be granted without prior notice having been given (clause 11.2).</p>	<p>the Customer (clause 11.1).</p> <p>The Company shall procure safe and unobstructed access rights to the Company's Premises for the Customer on reasonable written notice and subject to supervision for the purpose of exercising the Company's rights, or enforcing the Company's obligations, under this Agreement. Persons given access shall comply with all reasonable directions given by the Company (clause 11.2).</p>	
12 (Meters)	<p>The Customer shall ensure the conditions at clause 3.2 relating to metering continue to be satisfied during the Agreement (clause 12.1).</p> <p>The Customer shall allow EDF Energy and the Meter Operator access to install any Meters on the Site and shall refrain from interfering with the Meters and Connections to such Meters in accordance with clause 11 (clause 12.2).</p>	<p>Only Authorised Persons will be allowed to operate the Company's Equipment, the Metering Equipment and/or the Monitoring Equipment (including for the purposes of connecting any Metering to the Metering Equipment), and shall do so in accordance with Good Industry Practice (clause 8.1).</p> <p>The Customer shall allow the Company (at the Company's expense) to install Monitoring Equipment at the Connection Point. Any such Monitoring Equipment will be independent of the Metering remain the Company's property (Clause 8.2).</p>	<p>The Customer is responsible for the settlements meter under both documents.</p> <p>However, the NTC contains more detail in terms of the Company equipment to which meters will be connected (Metering Equipment), and the meters which the Company may install for network related reasons (Monitoring Equipment).</p>
		<p>The Customer's Installation is entitled to be Connected only for the purpose of receiving electricity from, or exporting electricity to, the Distribution System. Any other use of the Distribution System, including the transmission of data or communications, is strictly</p>	<p>This provision is included to make it clear that the Customer is not entitled to use the distribution system for any purpose other than the import/export of electricity.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
		prohibited without the prior written consent of the Company (clause 8.3).	
13 (Limitation of Demand and Export)	<p>The Customer shall not at any time exceed the Maximum Import Capacity. In the event that the Maximum Import Capacity is exceeded, EDF Energy may give written notice to the Customer requiring it to reduce its demand. If the Customer has not complied with such requirements within three days of receipt of such notice, EDF Energy may De-Energise the Exit Point until EDF Energy is satisfied that the Maximum Import Capacity will not be exceeded if the Exit Point is Re-Energised or arrangements have been made for a Modification (clause 13.1).</p> <p>Where the Customer operates generating plant which exports electricity onto the Distribution System the Customer shall not exceed the Maximum Export Capacity. In the event that the Maximum Export Capacity is exceeded EDF Energy may give written notice requiring the Customer to reduce its export demand. If the Customer has not complied with such requirement in three days of receipt of such notice, EDF Energy may De-Energise the Exit Point until EDF Energy is satisfied that the Maximum Export Capacity will not be exceeded if the Exit Point is Re-Energised or arrangements have been made for a Modification (clause 13.2).</p>	<p>The Customer shall ensure that the import of electricity from, and/or the export of electricity to, the Distribution System through the Connection Point does not exceed the Maximum Import Capacity and/or the Maximum Export Capacity and the Company will inform the Customer of the applicable capacities where the Customer is unsure of the applicable Maximum Import Capacity and/or the Maximum Export Capacity (clause 12.3).</p> <p>On each occasion that the Customer exceeds the Maximum Import Capacity and/or Maximum Export Capacity, the Customer shall reduce the import and/or export of electricity to within the Maximum Import Capacity and/or the Maximum Export Capacity within the period of time specified in the Company's notice requiring it to do so, may propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity or may submit a Modification Application to the Company in accordance with Clause 14 (clause 12.4).</p>	<p>Both agreements contain provisions concerning the Maximum Import / Export Capacity which are conceptually similar. The NTC deals with import and export in the same provision (clause 12.4), and does not include a definitive period within which problems must be rectified.</p> <p>Clause 12.3 clarifies that the Customer is under an obligation not to exceed the allowed capacity.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	Subject to the terms of this Agreement (and in particular its right to make Modifications pursuant to Clause 12) the Company shall during the currency of this Agreement continue to keep in existence and maintain the Connection Equipment at the Exit Point in the condition necessary to render the same fit for the purpose of passing the Maximum Export Capacity (if any) and the Maximum Import Capacity between the Customer's Installation and the Distribution System (clause 3.3).	<p>The Company shall use reasonable endeavours to ensure that the Maximum Import Capacity and the Maximum Export Capacity is available at the Connection Point at all times during the period of this Agreement and to maintain the connection characteristics at the Connection Point (clause 12.2).</p> <p>The Company shall only be obliged to allow the import of electricity from, and/or the export of electricity to, the Distribution System through the Connection Point at levels equal to or below the Maximum Import Capacity and/or the Maximum Export Capacity (clause 12.1)</p>	<p>The NTC includes an obligation on the Company in respect of making the capacity available, but makes clear that the Company is under no obligation in respect of excess capacity.</p> <p>This is similar in concept to the WPD wording which requires the Company to maintain the equipment to allow such capacity to be passed through the connection point.</p>
13.3	Where either the Maximum Import Capacity or the Maximum Export Capacity is exceeded the Customer shall pay to EDF Energy the reasonable additional costs incurred by EDF Energy, including the costs of De-Energising the Exit Point and any subsequent Re-Energisation.	On the Customer exceeding the Maximum Import Capacity or Maximum Export Capacity, the Company may charge the Customer for such import or export in accordance with the Company's then current charges (clause 12.5).	These provisions are broadly the same, albeit that the EDF Energy agreement does not refer to disconnection. The de-energisation costs are covered in the NTC by clause 5.
13.4, 13.5 & 13.6	<p>The Customer may decrease either the Maximum Import Capacity or the Maximum Export Capacity by giving 28 days' notice in writing except where such variation requires a Modification, in which case the process in clause 5 shall apply.</p> <p>No notice to reduce either the Maximum</p>	Except where a variation requires a Modification, either party may propose a variation to the Maximum Import Capacity and/or Maximum Export Capacity by notice in writing and may refer the matter to the Authority where such variation cannot be agreed (clause 12.6).	These provisions are more-or-less the same - the minor differences reflecting the nature of the NTC and the manner in which they apply.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	<p>Import Capacity or the Maximum Export Capacity shall take effect earlier than the relevant earliest date for reduction in capacity (if any) specified in Appendix 1.</p> <p>The Customer shall not alter the Maximum Import Capacity or Maximum Export Capacity more than once in any 12-month period.</p>	<p>Any reduction in the Maximum Import Capacity or the Maximum Export Capacity shall only take effect following the expiry of 12 months from the date of such previous agreement to reduce the same (unless the Company expressly agrees otherwise) (clause 12.7).</p>	
14 (Assignment and Sub- Contracting)	<p>The Customer shall not assign the Agreement without the prior written consent of EDF Energy, such consent not to be unreasonably withheld or delayed (clause 14.1) but may assign or charge its benefit under this Agreement in whole or in part by way of security (clause 14.2).</p>	<p>Neither Party shall assign (or otherwise transfer) the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed (clause 18.1), provided that either Party may assign or charge its benefit under this Agreement in whole or in part by way of security (clause 18.2) and further that the Company shall not require the consent of the Customer to assign the Agreement in whole or part to an Affiliate (clause 18.3).</p>	<p>Both agreements contain standard provisions on transfer and assignment, requiring consent of the other party. The NTC agreement adds to the provisions in the EDF Energy agreement in that the Company will not require the Customer's consent when it assigns the agreement to an affiliate.</p>
14.3	<p>Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties under this Agreement including activities envisaged by the Distribution Code without the prior consent of the other, provided that such sub-contracting shall not relieve EDF Energy or the Customer (as the case may be) from liability for performance of such obligation or duty.</p>	<p>Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties under this Agreement including activities envisaged by the Distribution Code without the prior consent of the other, provided that such sub-contracting shall not relieve EDF Energy or the Customer (as the case may be) from liability for performance of such obligation or duty (clause 18.4).</p>	<p>These provisions are materially the same.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
15 (Term, Events of Default and Termination)	<p>EDF Energy may immediately terminate the agreement on written notice to the Customer specifying any of the below events of default (clause 15.2 and 15.3):</p> <ul style="list-style-type: none"> the Customer fails to pay an amount due and such default has not been remedied within 7 Working Days following receipt by the Customer of notice of such non-payment from EDF Energy (clause 15.2(A)), the Customer fails in any material respect to comply with its obligations and (if it is capable of such remedy) such failure is not remedied within 30 days of receipt of notice from EDF Energy requiring the same to be remedied (clause 15.2(B)) or an insolvency event has occurred and within 28 days of the appointment of a relevant insolvency officer EDF Energy has not received a guarantee of future performance in such form as it may require (clause 15.2(C)). 	<p>The Company may immediately terminate the Agreement by giving notice to the Customer in the event that:</p> <ul style="list-style-type: none"> the Customer fails to pay an amount due and such failure is not remedied within 5 Working Days of receiving written notice from the Company requiring payment (clause 19.3.1) the Customer fails in any material respect to comply with its obligations, and (only if the breach is capable of remedy) it is not remedied to the reasonable satisfaction of the Company within 20 Working Days of receiving written notice requiring the same to be remedied (19.3.2); or an insolvency event has occurred and within 20 Working Days of the appointment of a relevant insolvency officer the Company has not received a guarantee of future performance in such form as it may require (clause 19.3.3). 	<p>The provisions for termination on default by the Company are largely similar, subject to different time periods for remedying the relevant breach.</p>
15.4	<p>The Customer may terminate the Agreement by giving not less than 3 months' notice to EDF Energy.</p>	<p>Either Party may terminate the Agreement by giving not less than one month's written notice, provided that the Company may not give such notice for so long as it is required to offer terms for connection pursuant to the Act</p>	<p>Both documents allow termination on notice, albeit that the NTC expressly references distributors' statutory obligation to offer terms of connection.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
		(clause 19.2).	
		The Agreement will automatically terminate where the Customer and the Company agree a replacement connection agreement in respect of the Connection Point or the Connection Point is Disconnected (clause 19.1).	The NTC can be overridden by a bespoke connection agreement. This concept is necessary so as to allow bespoke connection agreements to be agreed.
15.5	On termination, EDF Energy at its sole option shall be permitted to enter the Site to remove EDF Energy Energy's Equipment and the Customer shall pay all sums accrued and costs reasonably incurred in De-energising the Exit Point and removing EDF Energy Energy's Equipment.	On termination the Company may De-energise and/or Disconnect the Connection Point, the Customer shall allow the Company access to remove the Company's Equipment (at its sole option) and the Customer shall pay all sums accrued and costs reasonably incurred in Disconnecting the Connection Point and removing the Company's Equipment (clause 19.5)	On termination the NTC agreement provides that the Company may De-energise or Disconnect the connection, and both documents provide for the removal of equipment and recover of costs.
16 (Force majeure)	If either Party is unable to carry out any of its obligations due to Force Majeure the Agreement shall remain in effect but both Parties' obligations other than any obligation relating to payment of charges shall be suspended without liability provided that, the suspension of performance shall be of no greater scope or duration than required, no obligations that arose before the Force Majeure shall be excused and the non-performing Party shall use all reasonable efforts to remedy its inability to perform (clause 16).	If either Party is unable to carry out any of its obligations due to Force Majeure the Agreement shall remain in effect but both Parties' obligations other than any obligation relating to payment of charges shall be suspended without liability provided that the Party affected by Force Majeure provide the other Party with prompt notice of the Force Majeure event, the suspension of performance shall be of no greater scope or duration than required, no obligations that arose before the Force Majeure shall be excused and the non-performing Party shall use all reasonable efforts to remedy its inability to perform	The force majeure provisions are largely the same in the two agreements.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
		(clause 20).	
17 (Non-Waiver)	<p>No provision of the Agreement may be considered to have been waived except when such waiver is given in writing (clause 17.1).</p> <p>No delay by or omission of either Party in exercising any right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy (clause 17.2).</p>	<p>No provision of the Agreement may be considered to have been waived except when such waiver is given in writing. No delay by or omission of either Party in exercising any right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy (clause 24.2).</p>	The two agreements contain standard non-waiver provisions.
18 (Entire Agreement)	The Agreement constitutes the entire agreement and the Parties acknowledge and confirm that they have not entered into the Agreement in reliance on any representation or warranty or other undertaking not fully reflected in its terms.	The Agreement, and any documents referred to in it, contains the entire agreement between the Parties. Each of the Parties irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind this Agreement because of, breach of any warranty not expressly contained, or referred to, in this Agreement, or any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently (clause 24.1).	The two agreements contain standard entire agreement provisions.
19 (Governing Law)	The Law of England and Wales. Each Party undertakes to maintain an address in the	The Law of England and Wales under the Jurisdiction of the English and Welsh Courts,	The NTC agreement reflects that the agreement is intended to apply to

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	United Kingdom for service of documents in an action (clause 19).	provided that if the Connection Point is located in Scotland, the governing law shall be Scots Law under the jurisdiction of the Scottish Courts (clause 25).	connections across Great Britain and so the relevant law may in fact be Scots law.
20 (Disputes Resolution)	<p>Arbitration in accordance with the rules of the Electricity Arbitration Association, other than where otherwise provided by the Act, any licence or the Regulations, subject to the laws of England.</p> <p>Where a third party commences a claim against one of the parties in any court, that court shall have jurisdiction to determine any third party claim that the defendant party may wish to make against the other party and the requirement to settle the dispute between the Parties by arbitration shall not apply provided that at that stage no arbitration proceedings have been commenced by either of the Parties (clause 20).</p>	Without prejudice to the rights of the Parties given in the Electricity Distribution Licence or the Act in respect of dispute resolution) the Parties shall not be obliged to submit any dispute to any prescribed method of resolution but shall be entitled, in the event of a failure to agree between them on a method of dispute resolution, to commence such proceedings or make such reference as they may competently pursue.	Whereas the EDF Energy agreement prescribes arbitration in accordance with the rules of the Electricity Arbitration Association, the NTC affords the parties a level of freedom to determine the appropriate dispute resolution procedure.
21 (Variations to the Agreement)	No variation shall be effective unless made in writing and signed by both Parties. The Customer authorises and instructs EDF Energy to make any amendment to the Agreement on its behalf where such amendment is required pursuant to the Act or the Licence and undertakes not to withdraw, qualify or revoke such authority or instruction at any time (clause 21.1).	The National Terms of Connection and therefore the Agreement will be changed automatically to incorporate any changes which are approved by the Authority pursuant to the DCUSA. Notice of any change which is approved will be advertised in the national press, and the new terms will be published on the internet at www.connectionterms.co.uk (clause 22.1).	<p>Individual distributors and connectees will not be able to vary the NTC, which will be varied only in accordance with the DCUSA change process.</p> <p>Variations agreed between individual distributors and connectees will constitute bespoke connection agreements.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	Either Party shall at any time be entitled to propose variations to this Agreement by notice in writing to the other Party. If a variation has not been agreed and put into effect within one month after it has been proposed, either party shall be entitled to refer the matter to the Authority as if the variation were a new agreement (clause 21.2).	Either Party may, at any time, ask the other to enter into an alternative connection agreement in respect of the Premises if it believes an alternative agreement is needed because of the nature or use of the Connection Point and/or the Premises. Each Party shall negotiate in good faith the terms of any such alternative agreement. If an alternative agreement has not been agreed within 1 month of its being proposed, either Party may refer the matter to the Authority for determination pursuant to section 23 of the Act. The Parties shall give effect to any such determination, and shall enter into any agreement as shall be necessary to give effect to any such determination (clause 22.2).	
22 (Savings Clause)	If any provision is or becomes invalid, unenforceable or illegal it shall not prejudice or affect the remaining provisions of the Agreement which shall continue in full force and effect.	If any provision is or becomes invalid, unenforceable or illegal it shall not prejudice or affect the remaining provisions of the Agreement which shall continue in full force and effect (clause 24.3).	Both the EDF Energy and NTC agreement have standard savings provisions.
23 (Notices)	Notice, demands or certificates required to be given under the agreement shall be In writing and delivered personally (service deemed on delivery), by first class post (service deemed 48hrs after posting) or by facsimile (service deemed on acknowledgement of the addressee's facsimile receiving equipment if before 1700hrs, or on the next Working Day if after	Notice, demands or certificates required to be given under the agreement shall be In writing and delivered personally (service deemed on delivery), by first class post (service deemed 2 Working Days after posting), by facsimile (service deemed on acknowledgement of the addressee's facsimile receiving equipment) or by email (service deemed at the time when delivered to the recipients email server). The relevant address for the delivery of notices to	The NTC agreement provides for service by facsimile and email, but only once relevant contact details for these modes of delivery have been provided.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	1700hrs).	the Company shall be its registered address, and to the Customer shall be its registered address or principal place of business. In each case delivery must be by hand or first class post until specific facsimile numbers or email addresses are provided. At any time the Parties may specify an alternate address, facsimile number and/or email address (clause 23).	
24 (Third Party Rights)	Third Party Rights excluded.	Each Party's officers, employees and agents shall have the benefit of clause 15.2 (liability for damage to property) and 15.3 (liability for death and personal injury), but otherwise all third party rights are excluded. Any variation to or termination of the Agreement shall not require the consent of any such persons on whom rights are conferred under the Agreement.	Both agreements include third party rights provisions. The NTC correctly acknowledges the rights of staff under the liability provision.
	<p>The Customer shall provide where reasonably required and without cost to the Company, the Accommodation on the Premises to the Company's requirements for the Company's Equipment, together with accommodation for the Metering and Metering Equipment where separately located (clause 8.1).</p> <p>The Customer shall, without cost to the Company, keep in good order repair and condition all parts of the Accommodation including the interior surfaces and any boundary fences and/or cladding which</p>	<p>The Customer shall provide accommodation for the Company's Equipment, and shall ensure such accommodation is maintained in good condition (clause 10.2).</p> <p>The Customer shall grant a lease in respect of such accommodation (clause 10.3).</p> <p>Termination of such lease shall allow the Company to terminate the NTC (clause 10.4).</p> <p>The Company shall not be liable for any breach of the NTC caused by loss of the lease</p>	<p>In contrast to the EDF Energy agreement, the NTC contains a number of provisions concerning the lease to the Company of substation accommodation. In the case of the EDF Energy agreement, the lease would be dealt with in schedule 12. We understand that such wording is common in current connection agreements.</p> <p>By way of example, the WPD agreement requires the Customer to</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS METERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 3 (CONNECTIONS WITH C/T METERING)	Comment
	enclose the Accommodation (clause 8.3).	(clause 10.5).	make available accommodation for certain equipment belonging to the Company, and contains certain provisions in relation to the standard of repair and maintenance.

Wragge & Co LLP
25 January 2010