

12. LIMITATION OF CAPACITY

12.1 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 (respectively).

12.2 Subject to the other provisions of this Agreement, the Company shall use reasonable endeavours to:

12.2.1 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

12.2.2 maintain the connection characteristics at the Connection Point.

Over Utilisation of Capacity

12.3 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 (respectively). Where the Customer is unsure of the Maximum Import Capacity and/or the Maximum Export Capacity, it shall contact the Company (and the Company will inform the Customer of the applicable capacities).

12.4 On each occasion that the Customer breaches Clause 12.3 (and without prejudice to the Company's other rights and remedies, including under Clause 5), the Customer shall:

~~12.4.1~~ upon written notice from the Company, take the necessary actions to 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 notice; and within 30 days of the date of that notice:

12.4.1 ~~where it wishes to do so,~~ propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity in accordance with Clause 12.6; or

12.4.~~32~~ ~~where it wishes to do so,~~ submit a Modification Application to the Company in accordance with Clause 14-; or

12.4.3 provide to the Company confirmation that it does not wish to take any action under Clause 12.4.1 or 12.4.2 at this time.

12.5 If the Customer fails to act in accordance with Clause 12.4 or following repeated breaches of Clause 12.3 ~~Following the occurrence of a breach of Clause 12.3~~ (and without prejudice to the Company's other rights and remedies, including under Clause 5), the Company shall be entitled to ~~(to the extent it is unable to recover the relevant~~

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~~amounts from the Registrant) be entitled to charge the Customer (in which case the Customer shall pay forthwith upon demand) such sum as the Company may require for such import or export calculated in accordance with the Company's then current charges~~ take proportionate action to:

12.5.1 increase the Maximum Import Capacity and/or the Maximum Export Capacity to such amount as the Company reasonably considers to be appropriate and, where appropriate to do so, charge the Customer (in which case the Customer shall pay forthwith upon demand) such sum as calculated in accordance with the Company's Connection Charging Methodology Statement; or

12.5.2 install additional equipment at the Connection Point to limit the import of electricity from and/or export to the Distribution System to the Maximum Import Capacity and/or the Maximum Export Capacity and recover any reasonable costs incurred from the Customer in so doing.