

DCP 115 Draft Legal Text¹

In Schedule 2B (National Terms of Connection), Section 3, insert new clauses into

Clause 12 as follows²:

- 12.5A If at any time the Connection Point is De-energised for a continuous period exceeding 6 months, then the Company may (at any time thereafter while the Connection Point is De-energised, and having due regard to all the circumstances) give notice to the Customer that it considers that the connection is no longer required and request that the Customer responds in writing within 30 Working Days. Such notice must refer to the Company's right to Disconnect the Connection Point if it is not reasonable in all the circumstances for the Company to maintain it.
- 12.5B Where the Company (having taken into account any representations and alternative proposals received from the Customer within the period referred to in Clause 12.5A) reasonably considers that the Company is not required under the Act to maintain the connection in respect of the Premises, then the Company may (save where the Customer has referred the matter to the Authority pursuant to the Act, and pending determination by the Authority) give notice to the Customer in compliance with section 17(3) of the Act and thereafter Disconnect the Connection Point thereby terminating this Agreement.
- 12.5C If the import of electricity from and/or export of electricity to the Distribution System through the Connection Point does not, at any time during any period of 12 consecutive months, exceed 75% of the Maximum Import Capacity and/or of the Maximum Export Capacity (respectively), then the Company may (at any time during the following month, and having due regard to all the circumstances):
- 12.5C.1 notify the Customer that the Company proposes to vary this Agreement in accordance with Clause 12.6; or

¹ Where the Change Proposal is approved, the Panel will also update NTC version number and its date of issue.

² NB: this numbering assumes that DCP 114 is not approved. Where DCP114 is approved, the clauses added by this DCP115 shall be inserted immediately after clause 12.11 (as clause 12.11A etc.), and the cross references within this text shall be updated accordingly.

12.5C.2 provide the Customer with a Modification Notification incorporating a reduction in the Maximum Import Capacity or Maximum Export Capacity (as applicable), and Clause 14 shall apply,

the reduction being (in each case) to such amount as the Company reasonably considers to be appropriate (being not less than the import of electricity and/or export of electricity through the Connection Point at any time during such 12-month period). For the avoidance of doubt, neither the variation under Clause 12.5C.1 nor the modification under Clause 12.5C.2 are binding unless and until otherwise agreed or determined pursuant to Clause 12.6 or 14 (as applicable).

In Schedule 2B (National Terms of Connection), Section 3, amend Clause 12.6 to 12.7 as follows³:

General

12.6 Except where a variation requires a Modification, either ~~Party~~ Party may propose a variation to the Maximum Import Capacity and/or Maximum Export Capacity by notice in writing to the other Party. The Company and the Customer shall negotiate in good faith such a variation, but where it is not agreed section 23 of the Act may entitle ~~either Party~~ ~~the Customer~~ to refer the matter to the Authority.

12.7 Any reduction in the Maximum Import Capacity or the Maximum Export Capacity pursuant to Clause 12.6 shall, where the Parties have within the preceding 12 months agreed the Maximum Import Capacity or the Maximum Export Capacity (as applicable), only take effect following the expiry of 12 months from the date of such previous agreement (unless the Company expressly agrees otherwise).

12.8 For the avoidance of doubt, all notices under this Clause 12 shall be sent, and shall be deemed to be served and received, in accordance with Clause 23.

³ NB: this is not intended to duplicate DCP114. Where DCP114 is approved, these changes will not be made.

In Schedule 2B (National Terms of Connection), Section 3, Clause 19.5 shall be amended as follows⁴:

- 19.5 Subject to the provisions of any replacement connection agreement in respect of the Connection Point, uUpon the ending or termination of this Agreement (by either Party and for whatever reason):
- 19.5.1 the Customer's right to be Connected (and the Customer's right to the Maximum Import Capacity and/or Maximum Export Capacity) shall end,
and the Company may De-energise and/or Disconnect the Connection Point;
- 19.5.2 the Customer shall allow the Company (at its sole option) to enter the Property in order to remove the Company's Equipment (or any part of it); and/or
- 19.5.3 the Customer shall pay to the Company all sums then due and payable or accrued due under this Agreement, and any reasonable costs incurred by the Company in Disconnecting the Connection Point and removing the Company's Equipment (or any part of it).

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⁴ NB: this is not intended to duplicate DCP114. Where DCP114 is approved, these changes will not be made.