

DCP 114 Draft Legal Text<sup>1</sup>

**In Schedule 2B (National Terms of Connection), Amend Section 3, Clause 12.3-12.7 as follows<sup>2</sup>:**

Exceeding Capacities

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 (at any time) 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~~Company may serve a written notice on the Customer specifying the circumstances of the breach and the courses of action available to the Customer under Clauses 12.5.1 to 12.5.3.

12.5 The Customer shall, on receipt of such a written notice (or, where the Customer disputes the content of the notice in accordance with Clause 12.6, following resolution of such dispute in favour of the Company) ~~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 Working Days after such notice or resolution:

~~12.45.21 where it wishes to do so,~~ propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity in accordance with Clause ~~12.69~~;  
or

~~12.45.32 where it wishes to do so, submit a Modification Application to the Company~~

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

<sup>2</sup> NB: this Change Proposal is not intended to override DCP 115 if it is implemented before or concurrently with DCP 115. Where DCP115 is approved, the clauses added by DCP115 shall be inserted immediately after clause 12.11 (as clause 12.11A etc.).

in accordance with Clause 14 provide the Company with an explanation as to why the Customer does not wish to submit a variation at this time; or

12.5.3 propose to the Company an alternative timescale for the Customer to take one of the courses of action referred to in Clause 12.5.1 or Clause 12.5.2, such timescale to be subject to the Company's approval (such approval not to be unreasonably withheld or delayed); or

12.5.4 propose that an alternative connection agreement is entered into pursuant to Clause 22.2.

12.6 If the Customer disputes the Maximum Import Capacity and/or Maximum Export Capacity (as applicable) specified in the notice given by the Company under Clause 12.4 (or otherwise disputes that a breach of Clause 12.3 has occurred), the Customer and the Company shall attempt to resolve the dispute in good faith. Where the dispute remains unresolved after 20 Working Days, the provisions of Clause 21 shall apply.

12.75 Following the occurrence of a breach of Clause 12.3 (and wWithout prejudice to the Company's other rights and remedies; (including under Clause 5), where the Customer:

12.7.1 fails to reduce the import and/or export of electricity to within the Maximum Import Capacity and/or the Maximum Export Capacity in accordance with Clause 12.5; or

12.7.2 proposes a variation pursuant to Clause 12.5.1, but no variation is agreed within a reasonable period thereafter (save where the variation has been referred to the Authority and pending determination by the Authority); or

12.7.3 provides an explanation referred to in Clause 12.5.2, but the Customer continually or repeatedly breaches Clause 12.3; or

12.7.4 proposes an alternative timescale pursuant to Clause 12.5.3, but that timescale is rejected by the Company (acting reasonably) or the Customer fails to comply with the alternative timescale,

then Clause 12.8 shall apply.

~~the Company shall (to the extent it is unable to recover the relevant 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.~~

12.8 Where this Clause 12.8 applies (as described in Clause 12.7), then the Company shall be entitled to:

12.8.1 propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity (as applicable) in accordance with Clause 12.12; or

12.8.2 provide the Customer with a Modification Offer as if the Customer had submitted an Application for a Modification requesting a Modification incorporating an increase in the Maximum Import Capacity and/or the Maximum Export Capacity (as applicable).

12.10 Where a variation or Modification Offer under Clause 12.8 has not been accepted in accordance with its terms (save where such variation or Modification Offer has been referred to the Authority and pending determination by the Authority), then the Company may install additional equipment at the Connection Point designed to limit the import and/or export of electricity from or to the Distribution System to an amount equal to the Maximum Import Capacity and/or the Maximum Export Capacity (as applicable).

12.11 Provided (and to the extent) the installation of additional equipment in accordance with Clause 12.10 is reasonably necessary to prevent danger or interference with the Distribution System or to avoid costs being borne by the Company or another customer in the case of future breaches of Clause 12.3, the Customer shall pay to the Company forthwith upon demand an amount equal to the reasonable costs and expenses incurred by the Company in installing and maintaining such equipment.

#### General

12.12<sup>3</sup> Except where a variation requires a Modification, either ~~p~~Party may propose a variation to the Maximum Import Capacity and/or Maximum Export Capacity by

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<sup>3</sup> Consequential change – in clause 21 of section 3 of the NTC, replace '12.6' with 12.12'.

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.

12.137 Any reduction in the Maximum Import Capacity or the Maximum Export Capacity pursuant to Clause 12.612 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).

12.14 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.

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

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).