**SCHEDULE 2B – NATIONAL TERMS OF CONNECTION**

**SECTION 4**

**This Section 4 only applies to “unmetered supplies” - see paragraph D of Section 1.**

# DEFINITIONS & INTERPRETATION

## In this Section 4, except where the context otherwise requires, the following expressions shall have the meaning set out opposite them (and cognate expressions shall be construed accordingly):

“Embedded Network” means an electricity distribution system operated by one Company that is embedded within another Company’s network.

# APPLICATION OF THIS AGREEMENT

## The National Terms of Connection create separate legal agreements (each an Agreement) in respect of each Premises to which the National Terms of Connection apply.

## Where, in respect of the Premises to which this Agreement applies, more than one legal entity falls within the definition of Customer, separate Agreements shall be created between the Company and each such Customer.

## Where there is more than one Connection Point at the Premises to which this Agreement applies, and more than one Distribution System is used to convey electricity to, and from, the Connection Points, separate Agreements shall be created between the Customer and the Electricity Distribution Licence holder for each such Distribution System (each such Electricity Distribution Licence holder being the Company for the purposes of each such Agreement).

2.4 Where, in respect of the Premises to which this Agreement applies, there is more than one Distribution System used to convey electricity to, and from, the Connection Point, and at least one of the Distribution Systems is an Embedded Network, separate Agreements shall be created between the Customer and the Electricity Distribution Licence holder for each such Distribution System (each such Electricity Distribution Licence holder being the Company for the purposes of each such Agreement).

2.5 In this Agreement, the obligations placed on the Company and the obligations placed on the Customer to the Company by clause 7, shall not apply where the Company is the owner of an Embedded Network used to convey electricity to, and from, the Connection Point; subject to agreement being reached between, the respective Companies that own the Distribution Systems conveying electricity to the Connection Point, and the Customer. Where such agreement has been reached these obligations shall be fulfilled or be due to the Electricity Distribution Licence holder whose Distribution Services Area encompasses the Customer’s Premises;

**4.THE CUSTOMER’S RIGHT TO BE (AND REMAIN) ENERGISED**

4.1 The Customer’s right to be (and remain) Energised is subject to the Company’s right to De-energise the Connection Point in accordance with Clause 5, and is conditional upon:

4.1.1 the Customer having the ability to perform and comply with all of its obligations under this Agreement;

4.1.2 the Customer or an Electricity Supplier being registered, in accordance with the BSC, as responsible for the Metering System;

4.1.3 in respect of Unmetered Supplies to be the subject of Half-Hourly Trading, a Meter Administrator being appointed in relation to the Metering System;

4.1.4 the Customer and the Company having agreed the information required to be included in the Detailed Inventory;

4.1.5 the Company having issued an Unmetered Supplies Certificate to the Customer in respect of the Items comprising the Customer’s Installation (and that certificate coming into, and continuing in, full force and effect), unless the Connection Point is connected to an Embedded Network where agreement has been reached by all parties in accordance with clause 2.5. In such circumstances the items comprising the Customer’s installation connected to such Embedded Network shall be included in the Unmetered Supplies Certificate issued by the Electricity Distribution Licence holder whose Distribution Services Area encompasses the Customer’s Premises;