

National Terms of Connection ~~Version 6.0~~after DCP 115 Section 3 Clause 12

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.

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

12.4.2 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

12.4.3 where it wishes to do so, submit a Modification Application to the Company in accordance with Clause 14.

12.5 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 (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.

12.6 If at any time the Connection Point is De-energised for a continuous period exceeding 6 months, then the Company may (at anytime thereafter while the Connection Point is De-energised, and having due regard to all the circumstances) give at least 30 Working Days prior notice to the Customer of the Company's intention to terminate this Agreement. Such

notice must refer to the Company's right to Disconnect the Connection Point following such termination.

12.7 Where the Company (having taken into account any representations and alternative proposals received from the Customer within the period of notice referred to in Clause 12.6) reasonably considers that the Company is not required under the Act to maintain the connection in respect of the Premises, then the Company may serve a further notice on the Customer in accordance with s17(3) of the Act terminating the connection and hence this Agreement (save where the proposed termination has been referred to the Authority pursuant to the Act, and pending determination by the Authority).

12.8 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):

12.8.1 notify the Customer that the Company proposes to vary this Agreement in accordance with Clause 12.9; and/or

12.8.2 provide the Customer with a Modification Notification incorporating a reduction in the Maximum Import Capacity of 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.

12.~~96~~ 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 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 the Customer to refer the matter to the Authority.

12.~~107~~ Any reduction in the Maximum Import Capacity or the Maximum Export Capacity pursuant to Clause 12.~~96~~ 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).

12.11 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.

End of Clause 12

National Terms of Connection ~~Version 6.0 after DCP 115~~ Section 3 Clause 19.5

19.5 ~~Upon~~Subject to the provisions of any replacement connection agreement in respect of the Connection Point, upon 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).

End of Clause 19.5

National Terms of Connection ~~Version 6.0 after DCP 115~~ Section 3 Clause 21

21.1 Without prejudice to the rights of the Parties given in the Electricity Distribution Licence or the Act in respect of dispute resolution (including as referred to in Clauses 12-~~6~~, 14.4 and 22.2), the Parties shall not be obliged to submit any dispute, difference or question arising under or in connection with this Agreement 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.

End of Clause 21

NB: clause numbers in the above will need to be adjusted if DCP 114 is implemented before DCP 115.