

NATIONAL TERMS OF CONNECTION
Comparison of existing EDF Energy Networks Unmetered Connection Agreement against NTC Section 4

Where the NTC contains provisions that are not currently included in the EDF Energy agreement, we have also had regard to the terms of Western Power Distribution (WPD). Wording from the WPD agreement is shown in [blue](#).

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
1 (Definitions)	<p>The definitions contained in the two documents are broadly similar.</p> <p>However, there are some differences particularly to reflect the manner in which the NTC are to be contractually binding (via a contract between the customer and a supplier, as compared to an ordinary agreement signed by both parties).</p> <p>There are also different uses of terminology that make no legal difference - such as "Connection Point" in the NTC compared to "Exit Point" in the EDF Energy agreement.</p> <p>The references to "NGC" in the EDF Energy agreement have also been updated to refer to the "NETSO".</p>		
2 (Connection)	Clause 2 sets out the status of the EDF Energy agreement.	Clause 2 sets out the status of the NTC.	The wording of the two clauses is different, as reflects the different status and structure of the two documents, but the concept is the same.
3 (Connection of the Customer's Unmetered Connection)	Right to be and remain connected conferred under clause 3.1	Right to be and remain connected conferred under clause 3.	Both the NTC and the EDF Energy agreement make provision for the right to be and remain connected.
3.2	Right to be and remain Energised conferred,	Right to be and remain Energised conferred	The conditions attached to the right

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	<p>subject certain conditions:</p> <ol style="list-style-type: none"> 1. evidence to the Company's reasonable satisfaction that the Customer has entered into an agreement with a Supplier for the supply of electricity and a Use of System Agreement (and that such are unconditional and continue to apply in full force and effect) 2. the Customer having appointed a Meter Administrator in respect of Half-Hourly Trading supplies (and that such is unconditional and continues to apply in full force and effect) 3. the Company and Customer having agreed information to include at Schedule 2 (Summary Inventory of the Customer's Unmetered Installations) 4. the Company having issued a Certificate to the Customer (and that such continues to apply in full force and effect) 5. compliance with the terms of the Agreement 	<p>under clause 4, subject to certain conditions:</p> <ol style="list-style-type: none"> 1. The Customer or an Electricity Supplier being registered as responsible for the Metering System in accordance with the BSC (clause 4.1(b)) 2. a Meter Operator being appointed in relation to the Metering System in respect of Unmetered Supplies to be the subject of Half-Hourly Trading (clause 4.1(c)) 3. The Company and Customer having agreed details to be included in the detailed inventory (clause 4.1(d)) 4. the Company having issued an Unmetered Supplies Certificate in respect of Items comprising the Customer's Installation Certificate to the Customer (and that such continues to apply in full force and effect) (clause 4.1(e)) 5. compliance with the terms of the Agreement (clause 4.1(a)) 	<p>be and remain energised are conceptually similar in both agreements</p> <p>Over and above registration under the BSC there is no need to refer to a contract with a supplier, as the NTC will be entered into pursuant to such a contract.</p>
		<p>Where there is Generating Equipment at the Premises (clauses 4.1(f) and (g)):</p> <ol style="list-style-type: none"> 1. CUSC compliance where applicable; and 	<p>The NTC agreement makes specific reference to the CUSC and licence requirements in relation to generation. We understand that distributors currently include such</p>

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		<p>2. a generation licence being held where applicable</p> <p>The Customer is required to indemnify the Company for actions or claims brought against the Company for any of the Conditions not being fulfilled or ceasing to be complied with (clause 4.2).</p>	<p>provisions (and more) in their agreements with generators.</p> <p>Also included is an indemnity from the Customer in the event that any of the conditions in clause 4.1 cease to be complied with. This has particular relevance in the case of the CUSC-related provisions. We understand that this is currently included in connection agreements by a number of distributors.</p> <p>Although this wording is not included in either the EDF or the WPD agreements, broadly similar wording is contained in WPD's metered connection terms. There is no reason why metered and unmetered should be treated differently in this regard (though it is of more practical relevance to metered).</p>
3.3	The Company shall De-Energise the Exit Point as soon as reasonably practicable after being instructed to do so by the Customer or by the Supplier, other than where the Company determines it is not appropriate to do so having regard to any supplies taken through the Exit Point. Where notice is received from the Supplier the Company is required to give notice to the Customer of the its intention to De-energise.	The Company shall De-Energise the Connection Point within a reasonable period of time after being instructed to do so by the Customer or by the Registrant. Where notice is given by the Registrant the Company need not give notice to the Customer of the intention to De-energise) (clause 5.2)	The principle is the same, but the NTC deals with de-energisation (as opposed to the right to be energised) in clause 5. Note that the NTC agreement does not require notice of the intention to De-energise to be given to the Customer where notice is received from the Registrant.

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3.4	<p>Except where the Company determines it is not appropriate to do so having regard to any supplies taken through the Exit Point, the Company may De-Energise the Exit Point at any time:</p> <ol style="list-style-type: none"> 1. if it is instructed to do so by the National Grid pursuant to the CUSC; 2. if required to do so pursuant to BSC; 3. if required to do so pursuant to the Act; 4. if entitled to do so in accordance with the Regulations; or 5. if any of the conditions referred to in Clause 3.2 (a) cease to be satisfied; 6. to enable the Company to inspect, alter, maintain, repair or add to the Distribution System 7. if reasonably necessary to enable the restoration of supplies to other of the Company's customers 8. if entitled to do so under its Use of Agreement with the Customer's Supplier 	<p>The Company may at any time De-Energise the Connection Point without needing to give the Customer any advance notice if:</p> <ol style="list-style-type: none"> 1. it is instructed or required to do so pursuant to the Act, its licence, the CUSC, the BSC or the DCUSA (clause 5.6(a)); 2. {see 1 above} 3. {see 1 above} 4. it is entitled to do so in accordance with the Regulations, including where it is not appropriate for a particular Item or type of Item to receive an Unmetered Supply - but under the NTC notice must be given in accordance with the Regulations (clause 5.4); 5. if any of the conditions relating to energisation cease to be satisfied, or the Customer breaches any of the provisions of the Agreement (clause 5.6(d)); 6. if it is necessary or reasonable for the Company to do so as part of a System Outage carried out in accordance with its statutory rights and obligations and 	<p>The de-energisation rights listed here are broadly similar. The NTC places greater obligations on the distributor in terms of advance notice.</p> <p>The NTC impose the Good Industry Practice obligation in respect of all de-energisations (rather than only one category), and also in respect of re-energisations.</p> <p>Both agreements apply the Good Industry Practice requirement in respect of System Outages.</p>

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	<p>9. if the Supplier is in breach of its Use of System Agreement and the Company is entitled not to provide use of system to the Supplier as a result of the breach</p> <p>10. it is otherwise permitted to do so under the terms of this Agreement.</p> <p>The Company shall at all times act in accordance with Good Industry Practice in relation to such De-Energisation and provide such notice it considers reasonably practicable in the circumstances.</p>	<p>Good Industry Practice (clause 5.5);</p> <p>7. and in order to permit other persons to connect to the Distribution System (clause 5.5);</p> <p>8. {see 1 above};</p> <p>9. {see 1 above}; and</p> <p>10. if permitted to do so under the provisions of the Agreement (clause 5.6(g)).</p> <p>The Company will act in accordance with Good Industry Practice relation to De-energisation and Re-energisation (clause 5.10).</p>	
		<p>The Company may immediately De-energise the Connection Point to avoid the threat of immediate threat of injury or material damage to any person or property where the condition or manner of operation of the Customer's Installation poses such threat (clause 5.1(a)).</p> <p>The Customer may with the prior agreement of the Company de-energise the Connection Point to avoid the threat of immediate threat of injury or material damage to any person or property where the condition or manner of operation of the Distribution System or</p>	<p>The NTC contains rights to de-energise where there is a threat of material damage or personal injury. We understand that a number of distributors commonly included provisions of this nature in their current agreements, and that the need for these provisions is increased by the absence of technical requirements.</p> <p>The NTC also envisages circumstances in which the Customer may de-</p>

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		<p>Connection Equipment poses such threat (clause 5.1(b)).</p> <p>The Company may De-energise the Connection Point by providing as much notice as is reasonably practicable where the threat posed by the manner of operation of the Customer's Installation is not immediate (clause 5.3).</p>	<p>energise.</p> <p>Although this wording is not included in either the EDF or the WPD agreements, broadly similar wording is contained in WPD's metered connection terms. There is no reason why metered and unmetered should be treated differently in this regard.</p>
	<p>The Company may (in its absolute discretion) De-energise or Disconnect the Exit Point, if:</p> <p>the Customer shall fail in any material respect to perform or comply with any of the obligations expressed to be assumed by it under this Agreement and (if it is capable of remedy) it is not remedied to the reasonable satisfaction of the Company within 30 days of receiving written notice from the Company of the occurrence thereof and requiring the same to be remedied (15.3(b)); or</p> <p>the Customer shall in reasonable belief of the Company have made unauthorised use of electricity or committed theft of electricity; (clause 15.3(c))</p>	<p>Clause 5.6 provides the Company with the following additional de-energisation rights:</p> <ul style="list-style-type: none"> the Customer's acts, omissions and/or continued Connection cause the Company to breach this Agreement or any law or Directive (clause 5.6(e)); the Company reasonably believes that the Customer has made unauthorised use of electricity or committed theft of electricity (clause 5.6(c)); the Company reasonably considers it necessary to do so for safety reasons or for the security of the Distribution System (clause 5.6(b)); the Company is entitled to De-energise the Connection Point in accordance with any other connection agreement relating to that Connection Point (provided the Company acts reasonably in exercising 	<p>We understand that these additional de-energisation rights are commonly included in a number of distributors' standard connection agreements.</p> <p>By way of example, the WPD agreement allows for the connection point to be De-energised where the Customer is in breach of the agreement.</p> <p>Similarly, the WPD allows for disconnection of the connection point where the Customer has made unauthorised use or theft of electricity.</p>

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		such right) (clause 5.6(f)).	
3.5	If the Customer does not have a right for a relevant Exit Point to be (and remain) Energised but takes a supply of electricity, the Customer shall pay to the Company on demand such sum as the Company may require calculated in accordance with the Company's then charges, together with its reasonable and proper Costs, losses and expenses incurred as a result thereof.	If at any time when the Customer does not have a right for a Connection Point to be (and remain) Energised but nevertheless imports electricity from, or exports electricity to, the Distribution System through that Connection Point, the Customer shall pay to the Company such sum as the Company may require for such import or export calculated in accordance with the Company's then current charges, together with such other reasonable and proper costs, losses and expenses as the Company may incur as a result thereof (clause 5.11).	Both agreements make the Customer liable for any use where the Customer was not entitled to have its connection point energised. The NTC allows for export as well as import.
3.6 & 3.7	<p>The Agreement does not give the Customer the right to receive an electricity supply or to use the Distribution System.</p> <p>The characteristics of supply shall comply with the specifications in Schedule 3 subject to such variations as permitted by the Regulations and the Company provides no guarantee that the supply will be free from transient variances in voltage and frequency or voltage pulses or harmonic frequencies.</p>	<p>The Agreement does not give the Customer the right to receive an electricity supply, export electricity from the Premises or use the Distribution System for the purposes of providing a supply of electricity (clause 4.3).</p> <p>The characteristics of supply shall be subject to such variations as permitted by the Regulations, and the Company provides no warranty as to variations in voltage and frequency or voltage pulses or harmonic frequencies (clause 4.4).</p>	<p>Both agreements exclude the conferring of any right on the Customer to receive a supply of electricity and provide that any supply that is made will be subject to such variations as permitted by the Regulations.</p> <p>The NTC have been re-worded to allow for export as well as import.</p>
3.8	If the Exit Point is De-Energised temporarily at the Customer's request, the Customer will pay to the Company any reasonable and	The Customer shall pay to the Company on demand any costs incurred by the Company as a result of De-energisation at the request of	Both agreements include similar wording.

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	proper costs incurred by the Company in carrying out the De-Energisation and any subsequent Re-Energisation.	or as a result of acts, omission or breach by the Customer and any subsequent Re-energisation costs (clause 5.7).	
		<p>If De-energisation was at the request of the Customer or Registrant, the Company shall Re-energise the Connection Point as quickly as reasonably practicable after the request of either the Customer or Registrant (clause 5.8).</p> <p>Other than where the Connection Point was De-energised at the request of either the Customer or Registrant, the Company shall Re-energise the Connection Point as quickly as reasonably practicable after the circumstances leading to the De-energisation have ceased to exist (clause 5.9).</p>	The NTC includes additional obligations on the Company relating to the required time for Re-energisation of the Connection Point by the Company.
3.9	At all times the Company and the Customer will comply with the Unmetered Supplies Procedure.	The Company and the Customer shall at all times comply with the Unmetered Supplies Procedure as if it was incorporated into this Agreement (clause 17.3).	Drafting is materially the same in both agreements.
4.1 & 4.2 (Payment of Charges)	<p>Payment to the Company to be made within 14 days of invoice (clause 4.1).</p> <p>Interest charged on amounts due to either party that remain unpaid after the due date at 4% per annum above the base rate from time to time of HSBC until cleared funds are received (clause 4.1).</p>	<p>Payment to be made within 14 days of invoice unless otherwise stated (clause 18.1).</p> <p>Interest charged on amounts that remain unpaid after the due date at the rate provided for in the Late Payment of Commercial Debts (Interest) Act 1998 (clause 18.2).</p>	Payment terms are broadly aligned, however the NTC agreement provides for interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 which is 8%.

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4.3	Where the Company is requested or required to effect a disconnection of an Exit Point, the Customer is required to pay the Costs incurred by the Company in Disconnecting the Exit Point and removing the Company's Equipment in accordance with its then Statement of Connection Charges.	<p>Following receipt of a disconnection notice from the Customer, the Company shall remove the Connection Equipment from the Property - the Customer shall pay the Company an amount equal to the reasonable costs and expenses incurred by the Company in removing the Connection Equipment.</p> <p>The Company may Disconnect the Connection Point where it is necessary for safety reasons, or on 20 Working Days notice where the Connection Point has been De-energised for over 3 months - where the safety issues having arisen or the D-energisation of the Connection Point was the result of any act or omission of the Customer, the Customer is required to pay to the Customer an amount equal to the Company's reasonable costs and expenses incurred in undertaking the Disconnection (clause 6).</p>	<p>Both agreements contain materially the same provisions on Disconnection of the Connection Point (see also clause 15.6 EDF in respect of prolonged de-energisation).</p> <p>The NTC also allows disconnection for safety reasons.</p>
4.4	All amounts are stated as exclusive of VAT and the Company may add VAT at the applicable rate from time to time (clause 4.4)	All amounts are stated as exclusive of VAT and VAT may be added at the applicable rate (clause 18.3).	Both agreements contain materially the same drafting.
4.5	If at any time, (whether before or after termination of this Agreement) any overpayment or underpayment of money due under the Agreement is discovered, either Party may give notice to the other of the error and the necessary adjustment shall be		This drafting was not included in the NTC, as it adds little (if anything), and payments under the agreement will be limited.

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	made as soon as reasonably practical after the date of notice. If the Parties fail to agree upon what adjustment (including interest) is required either Party shall be entitled to refer the matter to arbitration.		
4.6	If at any time any Item is re-rated and the characteristics of its consumption of electricity are greater than they were before such re-rating the Company may charge the Customer an amount equal to the difference between the electricity consumed by that Item as if no re-rating had taken place and the electricity deemed consumed as a result of the re-rating from the date on which the Item first was registered in the Inventory.	<p>If at any time any Item shall be re-rated such that the characteristics of its consumption of electricity are different than they were before such re-rating, the Company may either (as applicable):</p> <p>(a) adjust the Estimated Annual Consumption by the amount necessary to reflect such re-rating; or</p> <p>(b) require the Meter Administrator to recalculate (and re-submit under the BSC) the amount of electricity consumed by the Item to take into account such re-rating,</p> <p>(in each case) from (subject to the limitations on adjustments to electricity settlement data under the BSC) the date on which the Item first was registered in the Detailed Inventory. (clause 7.13)</p>	<p>The approach is similar on this point.</p> <p>The NTC affords the Company the right to adjust the Estimated Annual consumption or to require the Meter Administrator to recalculate the amount of electricity consumed.</p> <p>In both agreements the adjustment will be made from the first date the Item first appeared in the Inventory.</p> <p>The NTC more accurately reflects the fact that payment of charges by customers will be to suppliers.</p>
5.1 (Limitation of Demand)	The Customer shall not take a supply through an Exit Point that exceeds the Maximum Capacity of that Exit Point. The Company may, where the Customer has not complied with certain steps to reduce the Maximum	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	Both agreements contain provisions concerning the Maximum Import / Export Capacity which are conceptually similar. The NTC deals with import and export in the same

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	Capacity, De-energise the Exit Point until the Company is satisfied that the Maximum Capacity will not be exceeded once the Exit Point is Re-energised.	<p>Maximum Export Capacity and the Company will inform the Customer of the applicable capacities where the Customer is unsure of the applicable Maximum Import Capacity and/or the Maximum Export Capacity (clause 13.3).</p> <p>On each occasion that the Customer exceeds the Maximum Import Capacity and/or Maximum Export Capacity, the Customer shall 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 Company's notice requiring it to do so, may propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity or may submit a Modification Application to the Company in accordance with Clause 14 (clause 13.4).</p>	<p>provision (clause 12.4), and does not include a definitive period within which problems must be rectified.</p> <p>Clause 13.3 clarifies that the Customer is under an obligation not to exceed the allowed capacity.</p>
5.2	The Customer shall pay to the Company the reasonable additional Costs incurred by the Company as a result of the Customer exceeding the Maximum Capacity, including the Costs of De-Energising the Exit Point and any subsequent re-Energisation.	On the Customer exceeding the Maximum Import Capacity or Maximum Export Capacity, the Company may charge the Customer for such import or export in accordance with the Company's then current charges (clause 13.5).	These provisions are broadly the same. The Company's ability to recover costs for De-energisation and Subsequent Re-energisation is included at 5.7.
5.3	The Customer may vary the Maximum Capacity of an Exit Point by giving 28 days written notice of its intention to do so to the Company. Where the variation amounts to a Modification, the Parties will proceed in	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 and may refer the matter to the	These provisions are more-or-less the same - Note however that the NTC includes a prohibition on the Customer reducing the Maximum Import/Export Capacity more than once in any 12

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	accordance with the provisions of Clause 11.	Authority where such variation cannot be agreed (clause 13.6). Any reduction in the Maximum Import Capacity or the Maximum Export Capacity shall only take effect following the expiry of 12 months from the date of such previous agreement to reduce the same (unless the Company expressly agrees otherwise) (clause 13.7).	month period.
5.4	The Company shall not be obliged to provide capacity at an Exit Point in excess of the Maximum Capacity of that Exit Point.	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 (clause 13.1) The Company shall use reasonable endeavours to 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 to maintain the connection characteristics at the Connection Point (clause 13.2).	The NTC includes an obligation on the Company in respect of making the capacity available, but both the NTC and EDF agreements make clear that the Company is under no obligation in respect of excess capacity.
6 (Compliance with Distribution Code)	The Parties agree to comply with the provisions of the Distribution Code as apply to them and in the event of conflict between the provisions of the Agreement and the Distribution Code, the Distribution Code shall	The Parties agree to comply with the Distribution Code and in the event of conflict between the provisions of the Agreement and the Distribution Code, the Distribution Code shall prevail (clause 17).	Compliance with the Distribution Code is required by both documents.

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	prevail.		
7.1 (Plant and Apparatus)	Each party agrees that its agents, employees and invitees shall not to interfere with the Plant and/or Apparatus of the other party without the written consent of the relevant party, except where an emergency action has to be taken to protect the health and safety of persons or to prevent damage to property or to preserve or protect the Distribution System (clause 7.1).	Each Party agrees not interfere in any way with any of the Plant or Apparatus of the other Party without the consent of such other Party, except where emergency action has to be taken to protect the health and safety of persons or to prevent material damage to property. Neither Party shall knowingly do (or omit to do) anything which would cause the other Party to breach the Regulations. (Clause 10.1)	Under both Agreements the parties agree not to interfere with the equipment of the other without such party's consent, provided consent will not be required in an emergency situation.
	Subject to the limitations set out in Clause 17 if as a result of either Party breaching Clause 7.1 or 7.2 any part of the Company's Equipment or the Customer's Installation (as the case may be) is lost or damaged, the Party in breach shall pay to the other Party the full amount of any loss, damage and expense sustained by that Party as a result of the breach, unless the loss or damage was caused by fair wear and tear, Force Majeure, or by the act or default of the Party not in breach or its employees, agents or sub-contractors (clause 7.3).	Subject to the relevant liability caps, if either Party does interfere with the Plant or Apparatus of the other Party in breach of its obligations and as a result any equipment is lost or damaged, the Party in breach shall pay the other Party the amount of any loss incurred by the other Party, unless such loss or damage was caused by fair wear and tear or Force Majeure (clause 10.2).	The NTC agreement requires the parties to indemnify the other for any damage caused where equipment belonging to the other is interfered with in breach of the above obligation. The WDP agreement contains similar drafting to that contained in the NTC.
7.2	The Customer shall at all times take precautions to protect the Company's Equipment from damage	The Customer shall at all times take reasonable precautions required to protect the Company's Equipment from damage	Both agreements contain provisions requiring the Customer to protect the Company's Equipment

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		(clause 10.3).	
7.3 & 7.4	The Company will remove failing or malfunctioning Control Equipment owned by the Company, and shall be entitled to remove failing or malfunctioning Control Equipment owned by the Customer, and replace the same with simple unswitched electrical connections such that the associated electrical circuits will be permanently Energised. The Company will notify the Customer of the removal of such control equipment from within the Company's Distribution Systems and the Customer shall be responsible for re-declaring the consumption pattern of the associated Exit Points to reflect the changed pattern of operation. The Customer will then be responsible for implementing substitute control equipment within the Customer's Installations at the Customer's cost.	The Company will remove failing or malfunctioning Control Equipment owned by the Company, and shall be entitled to remove failing or malfunctioning Control Equipment owned by the Customer, and replace the same with simple unswitched electrical connections such that the associated electrical circuits will be permanently Energised. The Company will notify the Customer of the removal of such control equipment. The Customer shall thereafter be responsible for implementing substitute control equipment within the Customer's Installations at its cost. At any time the Customer shall be responsible for re-declaring the consumption pattern of the associated Connection Points to reflect any changed pattern of operation in accordance with this Agreement (clause 10.6 & 10.7).	Conceptually the two agreements cover the same ground in respect of compliance and representations relating to the use of auto-reclosing switchgear.
7.5, 7.6 & 7.7	The Company will retain failed or malfunctioning Control Equipment owned by the Customer for up to six months from date of removal and may thereafter in its sole discretion choose to dispose of the same. The Customer may collect from the Company or pay for delivery of such Control Equipment whilst it continues to be in the Company's	The Company will retain failed or malfunctioning Control Equipment owned by the Company for a period of up to six months from date of its removal and may thereafter in its sole discretion choose to dispose of the same (clause 10.8) The Customer may collect from the Company or pay for delivery of such Control Equipment whilst it continues to be in the Company's	Note that the two agreements contain broadly the same obligations.

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	possession. The proceeds of sale of such equipment shall be retained by the Company. If the proceeds are insufficient to cover the costs of such disposal, any amount not covered will be a debt due to the Company payable by the Customer on demand.	possession (clause 10.9). The proceeds of sale of such equipment shall be retained by the Company. If the proceeds are insufficient to cover the costs of such disposal, any amount not covered will be a debt due to the Company payable by the Customer on demand (clause 10.10).	
	Where the Meter Administrator instructs the removal of PECUs from the Customers Installation for use in Arrays, the Customer shall at its own expense replace PECUs as are removed from the Customer's Installation (clause 7.4).	Where the Meter Administrator requires the removal of a PECU from a Customer Installation for use in a PECU Array, the Customer shall (at no cost to the Company) replace such PECU (clause 10.11).	The NTC contains a clause in respect of PECUs, which we understand is commonly included in current connection agreements. The WPD and NTC drafting is materially the same.
8.1 (Information)	Schedule 1 sets out the Detailed Inventory of information to be provided by the Customer in respect of each Item of the Customer's Installation. The Customer shall inform the Company whether Half-Hourly or Profiled trading is required for each Item at the time the Detailed Inventory is first provided and on all successive times that new Items are added to the Detailed Inventory.	The Customer shall (except to the extent that the Company otherwise agrees) provide the minimum information required by the Unmetered Supplies Procedure and (without duplication) the following information (together constituting the Detailed Inventory), which information shall be set out separately for each Item: ... (clause 7.1).	The NTC drafting refers generically to the information required by the UMS Procedure, before going on to list similar information to that required by the EDF agreement - see comments on schedule 1 below. The NTC do not refer to a specification by the customer of whether an Item is to be half-hourly or non-half-hourly traded, as we understand this does not reflect reality.
8.2	Schedule 2 contains the Summary Inventory at the date of this Agreement. The Customer	Where the Customer is only able to provide a Non-Geographic Inventory of the Customer's	The drafting is materially the same.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	shall not be entitled to receive Unmetered Supplies where the Customer is able to provide only a Non-Geographic Inventory of the Customer's Installation unless it was receiving Unmetered Supplies on 1 April 1998 <i>via</i> the Distribution System.	Installation, the Customer shall not (unless the Company otherwise agrees) be entitled to receive Unmetered Supplies at the Customer's Installation unless the Customer's Installation was receiving Unmetered Supplies on 1 April 1998 <i>via</i> the Distribution System (clause 7.2).	
8.3	<p>The Customer shall;</p> <p>a) provide to the Company the Inventory for Profile Traded Items including additions, deletions or amendments to the Inventory not less than once per Calendar Year due on the anniversary date of this Agreement (unless other submission dates and frequency of submission are specified by the Company)</p> <p>b) provide to the Company the Inventory for Half-Hourly Traded Items including additions, deletions or amendments to the Inventory not less than once per Calendar Month due on the earliest day date closest to the day date of this Agreement (unless other submission dates and frequency of submission are specified by the Company).</p>	<p>The Customer shall:</p> <p>(a) provide to the Company the Detailed Inventory for Profile Traded Items including additions, deletions or amendments to the Detailed Inventory (and, in the absence of any contrary specification by the Company, the Customer shall do so once per calendar year, due by the anniversary date of this Agreement); and/or</p> <p>(b) provide to the Company the Detailed Inventory for Half-Hourly Traded Items including additions, deletions or amendments to the Inventory (and, in the absence of any contrary specification by the Company, the Customer shall do so once per calendar month, due by the earliest day date closest to the day date of this Agreement),</p>	Both agreements contain materially the same drafting.
8.4	Where Unmetered Supplies are to be subject to Half-Hourly Trading:	Where the Company agrees to any addition, deletion or amendment of the Detailed Inventory (whether pursuant to Clause 7.3 or	The drafting in the two agreements is materially the same, subject to some

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	<p>a) information described in Clause 8.3 shall be monthly;</p> <p>b) the Summary Inventory shall be deemed to be amended accordingly from the date the Company notifies the Customer that such additions, deletions and amendments are agreed; and</p> <p>c) the Company shall provide the Meter Administrator with a copy of the Summary Inventory within 14 days of the commencement of the Agreement or on receipt of a copy from the Customer and shall notify the Meter Administrator of any revision thereto as soon as reasonably practicable following any change.</p>	<p>otherwise), the Summary Inventory shall be deemed to be amended accordingly from the date the Customer notifies the Company of such addition, deletion or amendment. (clause 7.4)</p> <p>In respect of Unmetered Supplies that are to be subject to Half-Hourly Trading, the Company shall provide the Meter Administrator with a copy of the Summary Inventory within 20 Working Days of the commencement of this Agreement (or such later date of receipt of a copy of the Detailed Inventory from the Customer). The Company shall notify the Meter Administrator of any revision to the Summary Inventory as soon as reasonably practicable following any amendment to the Summary Inventory. (clause 7.5)</p>	<p>differences in time periods.</p>
8.5	<p>Where Unmetered Supplies are subject to Profiled Trading:</p> <p>a) the Summary Inventory shall be deemed to be amended accordingly from the date the Company notifies the Customer that such additions, deletions and amendments are agreed; and</p> <p>b) if the Customer requests a copy of the</p>	<p>In respect of Unmetered Supplies that are to be subject to Profiled Trading:</p> <p>(c) (a) if the Customer requests a copy of the revised Summary Inventory, the Company will provide a copy of it to the Customer within 10 Working Days (and the Customer shall pay any reasonable charge levied by the Company in respect of such provision); and</p>	<p>Both agreements provide that the Customer may obtain a copy of the Summary Inventory from the Company for a fee, subject to different time periods.</p> <p>The NTC provides that the Company will comply with the Unmetered Supplies Procedure.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	revised Summary Inventory, the Company will, following payment of its Costs for its provision provide a copy of it within 14 days.	(d) (b) the Company shall comply with the Unmetered Supplies Procedure regarding any change to the Estimated Annual Consumption relating to the Connection Point. (clause 7.6)	
8.6	The Company may in accordance with the Regulations refuse to connect the Customer's Installation where it is not appropriate for that Item or that type of Item to receive Unmetered Supplies. The Company may require the Customer to remove the Item or that type of Item from the Customer's Installation so that it does not receive Unmetered Supplies.	The Company may in accordance with the Regulations refuse to connect the Customer's Installation where it is not appropriate for that Item or that type of Item to receive Unmetered Supplies. The Company may require the Customer to remove the Item or that type of Item from the Customer's Installation so that it does not receive Unmetered Supplies. (clause 3.3)	The drafting in the two agreements is materially the same.
		The Company may refuse to Connect the Customer's Installation (or any part of it) where it is not appropriate (in accordance with the Regulations and the Unmetered Supplies Procedure) for a particular piece or type of equipment, appliance or device to receive Unmetered Supplies (or to be connected to an Item that would otherwise receive Unmetered Supplies), and the Company may require the Customer to remove that equipment, appliance or device from the Customer's Installation so that it does not receive Unmetered Supplies (or continue to be connected to an Item receiving Unmetered	The NTC extends the concept above to capture the attachment of pieces of equipment (other than Items) to Items otherwise entitled to receive unmetered supplies. This is to allow distributors to control the connection of equipment other than Items (such as generation equipment).

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		Supplies) (clause 3.4).	
8.7	The Company shall give the Customer notice as soon as possible after receipt of any notice given under Clause 8.3 if it will give rise to a Modification.	The Company shall give the Customer notice as soon as possible after receipt of any notice given under Clause 7.3 if it will give rise to a Modification. (clause 7.3)	Drafting is materially the same.
8.8	All information provided under this Clause shall be in such form as the Company reasonably may specify after consultation with the Customer. Where the information provided does not refer to the Agreed Codes, the Company will convert the information received as soon as reasonably practicable so that the information can be put into the Equivalent Meter and the Customer shall pay upon demand the Company's Costs of doing so.	All information provided by the Customer under this Clause 7 shall be in such form (as the Company may reasonably specify after consultation with the Customer. Where the information is not provided in accordance with the Agreed Codes, the Company will convert the information received as soon as reasonably practicable so that the information can be used in settlement pursuant to the BSC (and the Customer shall pay upon demand the Company's costs of so converting the information). (clause 7.7)	The drafting in the two agreements is conceptually similar, with the NTC referring to information being converted so that the information can be used in settlement pursuant to the BSC.
8.9 & 8.10	The Parties shall comply with the provisions for audit as set out in Schedule 5 and provide as soon as reasonably possible such further information as the other Party's auditors reasonably may require.	The Company shall be entitled at all times on no less than 2 Working Days' notice to carry out an audit of the Customer's Installation against the Detailed Inventory... (clause 7.8 & 7.9)	The NTC sets out more detail in the main body of the agreement which in the EDF agreement is set out in one of the schedules.
8.11	The Customer shall not permit any Plant or Apparatus of a third party to be connected to the Customer's Installation without the prior written permission of the Company.	The Customer shall not permit any Plant or Apparatus of a third party to be connected to the Customer's Installation without the prior written permission of the Company. (clause 8.10) If, in relation to any Connection Point, the	Neither agreement allows for the Customer to permit third parties to connect to the Customer's installation without the Company's prior written consent. The NTC further provides that the

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		Customer fails to comply with Clause 8.10, the Company may De-energise that Connection Point. Alternatively, if the Customer is unable to remedy the situation within a reasonable time, the Company may require a Modification to be made to the Company's Equipment and/or the Customer's Installation. (clause 8.11)	Company may De-energise the connection where it permits third parties to connect without the Company's permission.
8.12	The Customer grants or shall procure the grant (to the extent it is able to do so) to the Company free and unrestricted access to and use of any information or data concerning electricity taken through any Exit Point available under this Agreement, the Unmetered Supplies Procedures or the BSC for use in the Company's business. Where the Meter Administrator is not the Company, the Customer shall procure that the Meter Administrator shall comply with the provisions of this Clause.	The Customer grants, or shall procure the grant (to the extent the Customer is able to do so), to the Company free and unrestricted access to and use of any information or data concerning electricity taken through any Connection Point available under this Agreement, the Unmetered Supplies Procedures or the BSC for use in the Company's business. Where the Meter Administrator is not the Company, the Customer shall procure that the Meter Administrator shall comply with the provisions of this Clause as if it were the Customer. (clause 7.11)	The drafting in the two agreements is materially the same.
8.13	Where any additions or amendments to the Customer's Installation are made pursuant to Clause 8 or a Modification to the Customer's Installation is made pursuant to Clause 11 the Customer shall ensure that any charges which the Company requires to be paid in accordance with the Company's statement of charges pursuant to Condition 4 of the Licence are paid for any such addition,	Where any additions or amendments to the Detailed Inventory or to the Summary Inventory are made pursuant to Clause 7, or where a Modification to the Customer's Installation is made pursuant to Clause 15, the Customer shall ensure that any charges which the Company requires to be paid in accordance with the statements of charges made by the Company from time to time	The drafting in the two agreements is materially the same.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	amendment or Modification including those relevant to the addition of a new Exit Point, and that any works which the Company requires to be effected are carried out such that they are fit for purpose.	under the Company's Electricity Distribution Licence are paid for any such addition, amendment or Modification (including those relevant to the addition of a new Connection Point), and that any works which the Company requires to be effected are carried out such that they are fit for purpose (clause 7.12).	
	In the case of Unmetered Supplies that are subject to Half-Hourly Trading where the Company has determined in accordance with the Unmetered Supplies Procedures that Array(s) are required, the requisite number and locations of Arrays are listed in Schedule 4. The Company shall notify the Customer of any changes in the number and location of Arrays where varied under Clause 8.12 in accordance with the Unmetered Supplies Procedures (clause 8.16).	In the case of Half-Hourly Traded Unmetered Supplies where the Company has determined, in accordance with the Unmetered Supplies Procedures, that PECU Arrays are required, the requisite number, locations and changes of the PECU Arrays will be notified to (and complied with by) the Customer. (clause 7.14)	The NTC contains a clause in respect of PECUs. We understand this concept is commonly included in current connection agreements. By way of example, the WPD drafting is materially similar.
9.1 (The Customers Unmetered Installation)	Customer to ensure compliance at all times with applicable laws in respect of the Customer's Installation	Customer to ensure compliance at all times with applicable laws in respect of the Customer's Installation (clause 8.1)	The drafting in the two agreements is materially the same.
9.2	Save where the Company makes express written representations, the Company gives no warranty as to the appropriateness of the Customer's Installation	Save where the Company makes express written representations, the Company gives no warranty as to the appropriateness of the Customer's Installation (clause 8.2)	The drafting in the two agreements is materially the same.
9.3	The Customer acknowledges that because the Company may use switchgear with auto-reclosing facilities, the Customer's	The Customer acknowledges that the Company may use switchgear with auto-reclosing facilities, that the Customer's	The drafting in the two agreements is materially the same.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	Installation will be designed and constructed so as not to suffer damage through the operation of such facilities and otherwise in accordance with Good Industry Practice and that the Company accepts no liability for such damage to the extent (if any) such damage is attributable to the Customer's failure to so design and construct the Customer's Unmetered Installation.	Installation should be designed and built so as not to suffer damage through the operation of such facilities and that the Company accepts no liability for such damage (subject to Clause 16.3) to the extent (if any) such damage is attributable to the Customer's failure to so design and build the Customer's Installation (clause 8.3).	
		The Customer shall maintain the Customer's Installation so that it is reasonably fit for the purpose for which it is used, and so that neither it nor its operation or use shall be liable to cause damage to, or interference with, the Distribution System or the National Electricity Transmission System (or their operation or use or the flow of electricity through them) (clause 8.4).	The NTC contains an extra provision obliging the Customer to maintain the Customer's Installation so that it is fit for purpose.
9.4	If the Customer takes a supply of electricity which during the normal operation of the Distribution System adversely affects or impairs voltage regulation or impairs the supply of electricity to the Customer or other persons supplied from the Distribution System (or in the reasonable opinion of the Company is likely so to do), the Customer shall at its own expense take such steps as, in the reasonable opinion of the Company, are necessary to prevent such consequences. If such consequences are not remedied within a reasonable time of the Company	If the Customer imports electricity from, and/or exports electricity to, the Distribution System in a manner which adversely affects or impairs voltage regulation or impairs the flow of electricity through the Distribution System (or in the reasonable opinion of the Company is likely to do so), the Customer shall at its own expense remedy the condition in a manner deemed adequate in the reasonable opinion of the Company (and, if the condition is not remedied within a reasonable time of the Company giving notice to the Customer, the Company may forthwith De-energise the	The drafting in the two agreements is materially the same, with the NTC specifically referring to import and export of electricity.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	giving notice to the Customer the Company may at any time De-energise the relevant Exit Point) and the Customer pay to the Company on demand all Costs and losses suffered by the Company.	Connection Point until such condition has been so remedied), and pay to the Company on demand the full amounts of all costs, losses and expenses caused to the Company thereby. (clause 8.5)	
9.5	The Customer shall not connect directly or indirectly any generating plant to the Distribution System without the prior written consent of the Company, which will not be unreasonably delayed or withheld. Where the Customer possesses an emergency back-up electricity generation facility, it may utilise such facility at such times as a supply of electricity is not available from the Distribution System provided that it first isolates its generating plant from the Distribution system by De-Energising the relevant Exit Point.	<p>If the Customer installs, or arranges for the installation of, Small-Scale Generating Equipment at the Premises, then the Customer must inform the Company of any intention to use the generating equipment in parallel with the Distribution System no later than 20 Working Days after the equipment is commissioned. Provided the Customer so informs the Company, the Customer does not need the Company's consent to install and/or operate Small-Scale Generating Equipment at the Premises. (clause 8.7)</p> <p>The Customer shall notify the Company and obtain the Company's prior written consent to the installation and/or operation of any Generating Equipment at the Premises capable of being operated in parallel with the Distribution System which is not Small Scale Generating Equipment. (clause 8.8)</p> <p>Where there is Generating Equipment at the Premises that is used as an emergency back-up source of electricity, it may be utilised provided that it is first isolated from the Distribution System. (clause 8.9)</p>	Whereas under the EDF Energy agreement the use of any generating equipment requires the Company's consent, the NTC agreement allows the Customer to connect smaller generating equipment (which have an aggregate rating of no greater than 16amps per phase connected at low voltage) to the grid provided the Company is informed of such.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
9.6	Where the Customer is provided with an alternative connection to an Exit Point from the Company's Distribution System the alternative connection may be Energised only after previous connection is De-energised by a method agreed with the Company. Where the Customer's Installation is permanently connected to more than one Exit Point, the Customer shall at its expense ensure that the Customer's Unmetered Installation does not parallel across more than one Exit Point.	Where there is more than one Connection Point, the Customer shall (at its own expense) ensure that there does not exist within the Customer's Installation the facility to parallel across more than one Connection Point, unless expressly agreed in writing by the Company. (clause 8.6)	Both agreements restrict the ability to parallel across more than one connection Point.
9.7	To the extent that any items of the Customer's Unmetered Installation fail to comply with the hours of operation or Profile assigned to them under the Summary Inventory, the Customer shall remedy such failure within five Business Days of the day it becomes or ought to have become aware of such failure.		There is no comparable provision in the NTC, as it was considered that such matters should properly be dealt with as an amendment to the inventory.
9.8	If, in relation to any Exit Point, the Customer fails to comply with Clauses 9.4, 9.5, 9.6 and 9.7 the Company may De-Energise the relevant Exit Point until the failure has been remedied. The Customer shall pay to the Company on demand the Costs of any such De-Energisation and any subsequent re-Energisation. If the Customer is unable to remedy the situation within a reasonable time, the Company may require a Modification to be made to the Company's Equipment and/or the Customer's Unmetered	<p>The Company may De-energise and recover charges where the Customer affects or impairs voltage regulation or impairs the flow of electricity through the Distribution System and recover charges (clause 8.5).</p> <p>The Company may without needing to give prior notice De-energise the Connection Point where the Customer breaches any provision of the Agreement (clause 5.6(d)).</p>	The right to De-energise in the specific circumstances referred to in the EDF agreement are not expressly incorporated in the NTC, other than in relation to where voltage regulation or electricity flow is affected. However the Company is granted a right to De-energise the Connection Point where the Customer breaches any provision of the Agreement.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	Installation.		
9.9	Each Party shall as soon as it becomes aware of the same notify the other Party in writing of any damage to any part of the other Party's equipment (being the Customer's Unmetered Installation or the Company's Equipment) and shall provide in writing to the other Party (as soon as reasonably possible after the other Party has requested the same) such information relating to the incident giving rise to such damage as the first Party has in its possession, under its control or can obtain on exercising reasonable efforts.	Each Party shall as soon as it becomes aware of the same notify the other Party in writing of any damage to any part of such other Party's equipment (being the Customer's Installation or the Company's Equipment) and shall provide in writing to such other Party (as soon as reasonably possible after the other Party has requested the same) such information relating to the incident giving rise to such damage as the first Party has in its possession, under its control or can obtain on exercising reasonable efforts (clause 10.4).	The drafting is materially the same in the two agreements.
9.10	Where the Company's Equipment is contained within, or adjacent to and directly associated with the Customer's Unmetered Installation, the Customer shall be liable for the replacement of any Company's Equipment which has been damaged which arises from damage to the Customer's Unmetered Installation provided that the liability of the Customer in respect of the Company's Equipment pursuant to this Clause 9.10 shall not exceed £1,000,000 per event.	Where the Company's Equipment is contained within, or adjacent to and directly associated with, the Customer's Installation, the Customer shall be liable for the replacement of any Company's Equipment which has been damaged and which arises from damage to the Customer's Installation; provided that the Customer's liability in respect of the Company's Equipment pursuant to this Clause 10.5 shall not exceed £1,000,000 per incident or series of related incidents (clause 10.5).	The drafting is materially the same in the two agreements, with the exception that in the NTC agreement the cap applies per incident or series of related incidents rather than per event.
10.1 (Power Factor and Phase Balance)	The Customer shall at all times maintain the power factor of any supply at or as near to unity as practicable but not less than 0.95 leading and 0.85 lagging and the Customer	Unless otherwise agreed, the Customer shall at all times ensure that the Power Factor of any import of electricity from, or export of electricity to, the Distribution System through	The two agreements are similar in concept and in the leading and lagging thresholds.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	shall comply at its own expense with such requirements as the Company may make to ensure that the power factor of such supply is not less than 0.85.	<p>the Connection Point is maintained at or as near to unity as practicable (and, in any event, at not less than 0.95 leading or 0.85 lagging). The Customer shall comply (at its own expense) with such requirements as the Company may make to ensure that the Power Factor is so maintained. (clause 14.1)</p> <p>Customer shall not allow the Power Factor at the Connection Point to vary such to cause damage or disturbance to the Distribution System (clause 14.2).</p>	The NTC agreement additionally requires the Customer not to cause damage to the Distribution System.
10.2 & 10.3	<p>Where a supply is provided in two or more phases the Customer shall ensure as far as it is reasonably practicable that the demand is at all times balanced between the phases</p> <p>The Company may in its reasonable discretion De-energise the relevant Exit Point until the causes of a failure to maintain the power factor or phase balance are remedied. The Customer shall pay to the Company on demand the Cost of any such De-Energisation and any subsequent re-Energisation. If the Customer is unable to remedy the situation within a reasonable time, the Company may require a Modification to be made to the Company's Equipment and/or the Customer's Unmetered Installation.</p>	<p>Where a supply is provided in two or more phases, the Customer shall ensure as far as reasonably practicable that demand is at all times balanced between the phases (clause 14.3).</p> <p>If the Customer fails in its obligations relating to power factor and phase balance, the Company may in its reasonable discretion De-energise the Connection Point, giving such prior notice as it considers appropriate in the circumstances, until such failure is remedied, and may require a Modification to be made to the Company's Equipment or the Customer's Installation if the Customer is not able to effect the necessary changes (clause 14.4).</p>	The drafting is materially the same in the two agreements, provided that the NTC agreement requires the Company to give prior notice.
11.1	Subject to Clause 8, no Modification may be made by or on behalf of either Party	No Modification may be made by or on behalf of either Party otherwise than in accordance	The drafting is materially the same in

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
(Modifications)	otherwise than in accordance with the provisions of Clause 11.	with the provisions of Clause 15 (Clause 15.1)	the two agreements.
11.2	Where the Customer wishes to make a Modification it shall complete and submit to the Company an application for a modification in such form and with such content as the Company reasonably may require from time to time. The Company will respond to the Customer's application for a Modification in accordance with the statement issued by it under Condition 4 of its licence.	<p>Customer may submit an Application for Modification.</p> <p>The Company shall then make a Modification Offer to the Customer as soon as reasonably practicable and in accordance with the terms of its Electricity Distribution Licence.</p> <p>The Modification Offer will remain open in accordance with its terms, unless either Party makes an application to the Authority for determination, in which case it will remain open for 10 Working Days after such determination has been made. If accepted the terms of the Agreement will be varied to reflect the Modification Offer, in accordance with the terms if the Agreement as varied. (clause 15.2 - 15.4)</p>	Both agreements allow for the Customer to propose a Modification, however the NTC sets out a procedure to be followed by the two parties.
		<p>The Company may submit a Modification Notification where it wishes to make a Modification to the Distribution System, setting out the works the Customer may have to carry out as a result.</p> <p>Within the time limits set out in the Modification Notification, the Customer may apply to the Authority under the Company's Electricity Distribution Licence.</p>	The NTC provides for more detail on how Company Modifications will be handled. The process for a Company Modification in the NTC is designed to trigger the Customer Modification process.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		<p>As soon as practicable after receipt of the Modification Notification, or where an application has been made to the Authority, after determination by the Authority (and within 2 months thereof), the Customer shall submit an Application for Modification to the Company.</p> <p>The Company shall then make a Modification Offer to the Customer as soon as reasonably practicable and in accordance with the terms of its Electricity Distribution Licence.</p> <p>The Modification Offer will remain open in accordance with its terms, unless either Party makes an application to the Authority for determination, in which case it will remain open for 10 Working Days after such determination has been made. If accepted the terms of the Agreement will be varied to reflect the Modification Offer, in accordance with the terms if the Agreement as varied. (clauses 15.5 - 15.8)</p>	
		<p>The Company will, subject to any confidentiality obligations, provide all advice reasonably requested by the Customer to assist in assessing the implications of making a Modification:</p> <ul style="list-style-type: none"> • free of charge where the modification by the Customer is as a result of a 	The NTC agreement allows for the charges to be made on a Customer Modification and provide on a Company Modification that the Company shall provide advice for free.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		<p>Modification proposed by the Company.</p> <ul style="list-style-type: none"> subject to its reasonable charges where the Modification is as a result of a Modification proposed by the Customer. (clauses 15.9 & 15.10) 	
11.3	The Company shall have no obligation to compensate the Customer for the cost and expense of any Modification required to be made by the Customer to its Plant and/or Apparatus as a result of any Modification by the Company.	The Company shall have no obligation to compensate the Customer for the cost and expenses incurred by the Customer as a result of any Modification by the Company. (clause 15.11)	Under both agreements the Company will not be required to compensate the Customer for costs incurred.
11.4	Each Party may apply to the Authority if the Customer and the Company cannot agree terms for a Modification. In such an event, the Party applying to the Authority shall give prior written notice to the other Party.	See 15.4 & 15.6 as referred to above.	Both parties may apply to the Authority.
12.1 & 12.2 (Rights of Access)	Each Party to procure access to the Customer's Unmetered Installation either through the Customer's or the Company's Premises (as the case may be) at convenient times (except in the case of emergency) where reasonably necessary purposes of performing their respective obligations and exercising and protecting the prescribed rights under the Agreement. Any individuals to whom access is given shall comply with all reasonable directions given by the Company or the Customer (as the case may be) as to	<p>The Customer shall procure safe and unobstructed access rights to the Property for the Company on reasonable written notice (except in emergency situations) for the purpose of exercising the Company's rights, or enforcing the Company's obligations, under this Agreement. Persons given access shall comply with all reasonable directions given by the Customer (clause 12.1).</p> <p>The Company shall procure safe and unobstructed access rights to the Company's</p>	Both agreements provide access rights to the Parties, their agents, employees and authorised representatives, though the Customer's rights under the NTC are subject to supervision by the distributor.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	general safety and site security requirements. (clause 12.1)	Premises for the Customer on reasonable written notice and subject to supervision for the purpose of exercising the Company's rights, or enforcing the Company's obligations, under this Agreement. Persons given access shall comply with all reasonable directions given by the Company (clause 12.2).	
12.3	The Customer grants the Company unrestricted access to and use of the Customer's Installation, without charge, to supply such third parties as the Customer has agreed or may agree in writing to connect to the Customer's Unmetered Installation. (clause 12.2).	Without prejudice to Clause 8.10, the Customer shall procure that the Company (and its employees, agents, sub-contractors and/or invitees) shall at all times be given safe and unobstructed access to, and use of, the Customer's Installation (without charge) in order to provide a supply to (or accept an export from) such third parties as the Customer has agreed (or may agree) to connect to the Customer's Installation (clause 12.3).	Both agreements also allow the Company access to and use of the Customer's Installation free of charge where the Customer has agreed to allow such third party to connect to the Customer's Installation
13.1 (Metering and Other Equipment)	The Company may make such arrangements as it considers appropriate for the metering or measuring or calculating the amount of any supply of electricity which passes through any Exit Point.	Only Authorised Persons will be allowed to operate the Company's Equipment and/or the Monitoring Equipment and shall do so in accordance with Good Industry Practice (clause 9.1).	The NTC agreement does not refer to metering, and states that only Authorised persons may operate the Company's Equipment and Monitoring Equipment.
13.2	The Customer shall at all times permit the Company to install such metering equipment or other measuring and monitoring equipment as the Company reasonably may	The Customer shall at all times permit the Company to install such Monitoring Equipment as the Company may reasonably require from time to time on the Customer's Installation or	The drafting is materially the same in the two agreements.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	require from time to time on the Customer's Unmetered Installation or the Customer's Premises.	the Property. (clause 9.2)	
13.3	In the case of Unmetered Supplies which are subject to Half-Hourly Trading, the Customer at all times shall permit the Company free and unrestricted access to and use of any information or data relating to the calculation of the consumption of electricity by the Customer's Unmetered Installation. The Customer shall procure that the Meter Administrator, if it is not the Company, shall comply with the provisions of this Clause as if it were the Customer.		This is largely a repetition of clause 8.12 of the EDF agreement, and so is not included in the NTC.
13.4	The Parties acknowledge that any measuring or monitoring equipment installed pursuant to this Agreement, the Unmetered Supplies Procedure or the BSC may not constitute or comprise a meter as defined in the Act or other relevant legislation.	The Monitoring Equipment shall always remain the property of the Company, and does not constitute or comprise a Meter (as defined in the BSC). (clause 9.3)	The drafting is different but the concept in each agreement is to exclude any equipment from the scope of the BSC.
		The Customer's Installation is entitled to be Connected only for the purpose of receiving electricity from, or exporting electricity to, the Distribution System. Any other use of the Distribution System, including the transmission of data or communications, is strictly prohibited without the prior written consent of the Company (clause 9.4).	This provision is included to make it clear that the Customer is not entitled to use the distribution system for any purpose other than the import/export of electricity.
14.1	neither Party may assign any of its rights	Neither Party shall assign (or otherwise	These provisions are materially the

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
(Assignment & Subcontracting)	under this Agreement without the prior written consent of the other party (not to be unreasonably withheld), provided that either Party may assign or charge its benefit under the Agreement in whole or in part by way of security and the Company may assign any of its rights and/or obligations under the Agreement to any member of its group without the consent of the Customer.	transfer) the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed (clause 19.1), provided that either Party may assign or charge its benefit under this Agreement in whole or in part by way of security (clause 19.2) and further that the Company shall not require the consent of the Customer to assign the Agreement in whole or part to an Affiliate (clause 19.3).	same.
14.2	Either Party may sub-contract or delegate all or any of its obligations under this Agreement including activities envisaged by the Distribution Code to any appropriately qualified and experienced third party, but at all times remain liable to the other Party in relation to all sub-contracted or delegated obligations.	Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties under this Agreement including activities envisaged by the Distribution Code without the prior consent of the other, provided that such sub-contracting shall not relieve the Company or the Customer (as the case may be) from liability for performance of such obligation or duty (clause 19.4).	These provisions are materially the same.
15 (Term, Events of Default and Termination)	The Customer may terminate this Agreement by giving the Company not less than 28 days notice in writing expiring at any time. (clause 15.2)	Either Party may terminate the Agreement by giving not less than one month's written notice ... (clause 20.2)	Both documents allow termination on notice
15.3	The Company may terminate this Agreement at any time by giving not less than 28 days' written notice to the Customer if in its opinion the Customer's Unmetered Installation is no longer appropriate for Unmetered Supplies and it withdraws the	Either Party may terminate the Agreement by giving not less than one month's written notice, provided that the Company may only give such notice where it no longer considers that the Customer's Installation is appropriate for Unmetered Supplies and it withdraws the	These provisions are materially the same, subject to the slight difference in time periods for written notice.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	Customer's Unmetered Supplies Certificate.	Unmetered Supplies Certificate (clause 20.2).	
15.4	<p>The Company may immediately terminate the agreement on written notice to the Customer specifying any of the below events of default and in its discretion and De-energise or Disconnect the Connection Points (clause 15.4 & 15.5):</p> <ul style="list-style-type: none"> the Customer fails to pay an amount due and such default has not been remedied within 7 Business Days following receipt by the Customer of notice of such non-payment from the Company (clause 15.4(a)), the Customer fails in any material respect to comply with its obligations and (if it is capable of such remedy) such failure is not remedied within 30 days of receipt of notice from the Company requiring the same to be remedied (clause 15.4(b)) in the reasonable opinion of the Company the Customer has made unauthorised use of or committed theft of electricity (clause 15.4(c)); or an insolvency event has occurred or the Customer's Supplier issues a disconnection notice and within 28 	<p>The Company may immediately terminate the Agreement by giving notice to the Customer in the event that:</p> <ul style="list-style-type: none"> the Customer fails to pay an amount due and such failure is not remedied within 5 Working Days of receiving written notice from the Company requiring payment (clause 20.3(a)) the Customer fails in any material respect to comply with its obligations, and (only if the breach is capable of remedy) it is not remedied to the reasonable satisfaction of the Company within 20 Working Days of receiving written notice requiring the same to be remedied (20.3(b)); or an insolvency event has occurred and within 20 Working Days of the appointment of a relevant insolvency officer the Company has not received a guarantee of future performance in such form as it may require (clause 20.3(c)). 	<p>The provisions for termination on default by the Company are largely similar, subject to the NTC not referring to theft of electricity and different time periods for remedying the relevant breach.</p> <p>Note that the EDF agreement refers to a disconnection notice being issued by the Customer's Supplier.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	days of the appointment of a relevant insolvency officer EDF Energy has not received a guarantee of future performance in such form as it may require (clause 15.4(d)).		
15.6	If an Exit Point is De-Energised for a continuous period of three months the Company may give the Customer 28 days notice in writing to Disconnect that Exit Point.	The Company shall be entitled to Disconnect the Connection Point on 20 Working Days notice where the Connection Point is De-energised for a continuous period of 3 months or more. Where such De-energisation was the result of the Customer's acts or omissions, the Customer shall pay to the Company forthwith upon demand an amount equal to the reasonable costs and expenses incurred by the Company in undertaking the Disconnection. (clause 6.4)	Both agreements allow the Company to Disconnect the connection on notice where it has been De-energised for a three month period. The NTC additionally allows the Company to recover its costs of doing so where the De-energisation was due to act or omission of the Customer.
15.5 & 15.7	Without prejudice to the other rights and remedies of the Company, on termination of the Agreement the Company may, in its absolute discretion, De-Energise or Disconnect the Exit Point(s). On termination, the Company at its sole option shall be permitted to enter the Customer's Unmetered Installation to remove the Company's Equipment and the Customer shall pay all sums accrued and reasonable costs incurred in Disconnecting the Exit Point and removing the Company's Equipment.	On termination the Company may De-energise and/or Disconnect the Connection Point, the Customer shall allow the Company access to remove the Company's Equipment (at its sole option) and the Customer shall pay all sums accrued and costs reasonably incurred in Disconnecting the Connection Point and removing the Company's Equipment (clause 20.5) Termination of the Agreement shall not affect the accrued rights remedies or obligations of either Party (clause 20.4)	On termination both agreements provide that the Company may De-energise or Disconnect the connection and remove Company Equipment.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		The Agreement will automatically terminate where the Customer and the Company agree a replacement connection agreement in respect of the Connection Point or the Connection Point is Disconnected (clause 20.1).	The NTC can be overridden by a bespoke connection agreement. This concept is necessary so as to allow bespoke connection agreements to be agreed.
16 (Force Majeure)	If either Party is unable to carry out any of its obligations due to Force Majeure the Agreement shall remain in effect but both Parties' obligations shall be suspended without liability provided that, the affected Party gives the other Party written notice of the circumstance of Force Majeure, the suspension of performance shall be of no greater scope or duration than required, no obligations that arose before the Force Majeure shall be excused, the affected Party shall use all reasonable efforts to mitigate the impact of the Force Majeure and remedy its inability to perform and the affected party gives notice to the other Party and resumes performance of its obligations at the end of the circumstances of Force Majeure (clause 16).	If either Party is unable to carry out any of its obligations due to Force Majeure the Agreement shall remain in effect but both Parties' obligations other than any obligation relating to payment of charges shall be suspended without liability provided that the Party affected by Force Majeure provide the other Party with prompt notice of the Force Majeure event, the suspension of performance shall be of no greater scope or duration than required, no obligations that arose before the Force Majeure shall be excused and the non-performing Party shall use all reasonable efforts to remedy its inability to perform (clause 21).	The force majeure provisions are largely the same in the two agreements, provided that the EDF agreement requires the Customer to give the Company notice of the circumstances of Force Majeure coming to an end.
17.1 (Limitation of Liability)	Neither Party shall be liable for breach caused by Force Majeure (clause 6.1).	Neither Party shall be liable for breach caused by Force Majeure (clause 16.1).	Liability for force majeure is excluded in both agreements.
17.2	Other than where an indemnity has been given, neither Party, its officers, employees nor agents will be liable for any loss other	Neither Party, its officers, employees nor agents will be liable for any loss other than for loss resulting from a direct breach of the	Each Agreement limits liability to reasonably foreseeable direct losses in respect of physical damage to

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	<p>than for loss resulting from a direct breach of the Agreement or a tortious act or omission which at the Commencement Date was reasonably foreseeable as not unlikely to occur in the ordinary course of events in respect of:</p> <ul style="list-style-type: none"> physical damage to the property of the other party, its officers, employees or agents. the liability of the other party to any third party for loss arising from physical damage to the property of such third party. <p>Provided that either Party's liability in respect of all claims shall be capped at £1million per incident or series of related incidents and the Company shall be entitled to deduct from any compensation sums payable by way of compensation for loss or damage under this Agreement, any sums payable by the Company under the agreement for use of the Distribution System referred to in Clause 3.2(A) above and any agreement for an electricity supply made between the Company and the Customer in respect of such loss or damage suffered by the Customer its officers, employees or agents.</p>	<p>Agreement which at the date of the Agreement was reasonably foreseeable as not unlikely to occur in the ordinary course of events in respect of:</p> <ul style="list-style-type: none"> physical damage to the property of the other party, its officers, employees or agents. the liability of the other party to any third party for loss arising from physical damage to the property of such third party. <p>Provided that:</p> <ul style="list-style-type: none"> the liability of either Party will be capped at £1million per incident or series of related incidents the Company's aggregate liability under all agreements with the Customer shall be £1million regardless of which agreement the Customer claims under the Company's aggregate liability under all agreements relating to the Premises in respect of an incident or series of related incidents shall not exceed £1million, and the Company's liability will be pro-rated accordingly 	<p>property caused by breach of the Agreement, and death and personal injury. The EDF Agreement also refers to actions in tort refers to tort, but this is inappropriate given clause 6.5 of the EDF Energy agreement.</p> <p>Both documents impose a cap for physical damage to property of £1million per incident or series of related incidents. However the caps are broken down in the NTC agreement with the EDF agreement applying a blanket £1million cap.</p> <p>The NTC agreement also introduces the concept of aggregate liability across all agreements with the Customer, to avoid the situation whereby the Customer is able to recover for the same loss several times.</p> <p>The NTC agreement limits aggregate liability to all third parties in respect of the same premises to £1million in total.</p> <p>The EDF Energy agreement makes reference to an aggregate cap between the connection contract and the DCUSA. However, this is incorrect, as the matter is dealt with under the</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		(clause 16.2).	DCUSA.
17.3	Liability not excluded for death or personal injury caused by the negligence of either Party, its officers, employees or agents and the liable Party shall keep the other Party, its officers, employees or agents, indemnified against all loss or liability so incurred (clause 6.3).	Liability not excluded for death or personal injury caused by the negligence of either Party, its officers, employees or agents and the liable Party shall keep the other Party, its officers, employees or agents indemnified against all loss or liability so incurred (clause 16.3).	The drafting in the two documents is materially the same.
		Neither Party, nor its officers, employees or agents, shall be liable to the other for : <ul style="list-style-type: none"> loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill indirect or consequential loss loss resulting from the liability of the other Party to any other person however arising, other than in relation to physical damage to the property of such third party caused by a direct breach of the agreement (clause 16.4). 	These exclusions are not included in the EDF Energy agreement or the WPD agreement, but are included in the NTC for clarity. These exclusions are contained in the metered connection terms of both EDF Energy and WPD.
17.4	Rights and remedies are exclusive and the parties waive to the fullest extent possible all rights and remedies provided by common law or statute (clause 6.5).	Rights and remedies are exclusive and the parties waive to the fullest extent possible all rights and remedies provided by common law or statute (clause 16.5).	Both parties acknowledge the waiver of any other rights not expressly set out in the contract.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
17.5	The limitation on liability provisions override any other provision in the Agreement, provided that they shall not prejudice rights, powers, duties or obligations contained in the Act, Electricity Distribution Licence or Regulations or conferred on the Authority or Secretary of State (clause 6.6).	The limitation on liability provisions override any other provision in the Agreement, provided that they shall not prejudice rights, powers, duties or obligations contained in the Act, Electricity Distribution Licence or Regulations or conferred on the Authority or Secretary of State (clause 16.6)	The drafting in the two documents is materially the same.
17.6	Liability provisions will survive termination and are separate and severable terms (clause 6.7).	Liability provisions will survive termination and are separate and severable terms (clause 16.7).	The drafting in the two documents is materially the same.
17.7	Each of the Parties agree that the other Party holds the benefit of Clauses 17.2 and 17.3 for itself and as trustee and agent for its officers, employees and agents.	Each of the Parties agree that the other Party holds the benefit of Clauses 16.2 and 16.3 for itself and as trustee and agent for its officers, employees and agents. (clause 16.8)	The drafting in the two documents is materially the same.
17.8	Nothing in Clause 17 shall be construed to prevent the Company from bringing an action in debt against the Customer	Nothing in Clause 17 shall be construed to prevent the Company from bringing an action in debt against the Customer (clause 16.9)	The drafting in the two documents is materially the same.
17.9	Each Party hereby acknowledges and agrees that the provisions of Clause 17 have been the subject of discussion and negotiation and are fair and reasonable.		Such drafting would not be appropriate for the NTC, which is a standard form document. Any negotiated terms would be in a bespoke connection agreement.
18 (Waiver)	No provision of the Agreement may be considered waived by either Party except when such waiver is given in writing (clause	No provision of the Agreement may be considered to have been waived except when such waiver is given in writing. No delay by or omission of either Party in exercising any	The two agreements contain standard non-waiver provisions.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	Failure to exercise or delay by either Party in exercising any right, power, privilege or remedy under the Agreement, the Distribution Code or by law shall not constitute a waiver thereof or any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy	right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy (clause 25.2).	
19 (Entire Agreement)	The Agreement, including the Schedules and the Unmetered Supplies Procedure, and any document referred to therein represents the entire understanding, and constitutes the whole agreement and supersedes any previous agreement between the Parties with respect thereto.	The Agreement, and any documents referred to in it, contains the entire agreement between the Parties. Each of the Parties irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind this Agreement because of, breach of any warranty not expressly contained, or referred to, in this Agreement, or any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently (clause 25.1).	The two agreements contain standard entire agreement provisions.
20 (Governing Law)	The Law of England and Wales. Each Party undertakes to maintain an address in the United Kingdom for service of documents in an action (clause 19).	The Law of England and Wales under the Jurisdiction of the English and Welsh Courts, provided that if the Connection Point is located in Scotland, the governing law shall be Scots Law under the jurisdiction of the Scottish Courts (clause 26).	The NTC agreement reflects that the agreement is intended to apply to connections across Great Britain and so the relevant law may in fact be Scots law.
21 (Dispute)	Arbitration in accordance with the rules of	Without prejudice to the rights of the Parties	Whereas the EDF Energy agreement

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
Resolution)	<p>the Electricity Arbitration Association, other than where otherwise provided by the Act, any licence or the Regulations, subject to the laws of England.</p> <p>Where a third party commences a claim against one of the parties in any court, that court shall have jurisdiction to determine any third party claim that the defendant party may wish to make against the other party and the requirement to settle the dispute between the Parties by arbitration shall not apply provided that at that stage no arbitration proceedings have been commenced by either of the Parties (clause 20).</p>	<p>given in the Electricity Distribution Licence or the Act in respect of dispute resolution) the Parties shall not be obliged to submit any dispute 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. (clause 22)</p>	<p>prescribes arbitration in accordance with the rules of the Electricity Arbitration Association, the NTC affords the parties a level of freedom to determine the appropriate dispute resolution procedure.</p>
22 (Variations)	<p>No variation shall be effective unless made in writing and signed by both Parties. The Customer authorises and instructs the Company to make any amendment to the Agreement on its behalf where such amendment is required pursuant to the Act or the Licence and undertakes not to withdraw, qualify or revoke such authority or instruction at any time (clause 21.1).</p> <p>Either Party shall at any time be entitled to propose variations to this Agreement by notice in writing to the other Party. If a variation has not been agreed and put into effect within one month after it has been proposed, either party shall be entitled to</p>	<p>The National Terms of Connection and therefore the Agreement will be changed automatically to incorporate any changes which are approved by the Authority pursuant to the DCUSA. Notice of any change which is approved will be advertised in the national press, and the new terms will be published on the internet at www.connectionterms.co.uk (clause 23.1).</p> <p>Either Party may, at any time, ask the other to enter into an alternative connection agreement in respect of the Premises if it believes an alternative agreement is needed because of the nature or use of the Connection Point and/or the Premises. Each</p>	<p>Individual distributors and connectees will not be able to vary the NTC, which will be varied only in accordance with the DCUSA change process.</p> <p>Variations agreed between individual distributors and connectees will constitute bespoke connection agreements.</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	refer the matter to the Director as if the variation were a new agreement (clause 21.2).	Party shall negotiate in good faith the terms of any such alternative agreement. If an alternative agreement has not been agreed within 1 month of its being proposed, either Party may refer the matter to the Authority for resolution pursuant to section 23 of the Act. The Parties shall give effect to any such determination, and shall enter into any agreement as shall be necessary to give effect to any such determination (clause 23.2).	
23 (Notices)	Notice, demands or certificates required to be given under the agreement shall be in writing and delivered personally (service deemed on delivery), by first class post (service deemed 2 working days after posting) or by facsimile (service deemed on acknowledgement of the addressee's facsimile receiving equipment).	Notice, demands or certificates required to be given under the agreement shall be in writing and delivered personally (service deemed on delivery), by first class post (service deemed 2 Working Days after posting), by facsimile (service deemed on acknowledgement of the addressee's facsimile receiving equipment) or by email (service deemed at the time when delivered to the recipients email server). The relevant address for the delivery of notices to the Company shall be its registered address, and to the Customer shall be its registered address or principal place of business. In each case delivery must be by hand or first class post until specific facsimile numbers or email addresses are provided. At any time the Parties may specify an alternate address, facsimile number and/or email address (clause 24).	The NTC agreement provides for service by facsimile and email, but only once relevant contact details for these modes of delivery have been provided.
24 (Savings Clause)	If any provision is or becomes invalid, unenforceable or illegal it shall not prejudice	If any provision is or becomes invalid, unenforceable or illegal it shall not prejudice	Both the EDF Energy and NTC agreement have standard savings

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	or affect the remaining provisions of the Agreement which shall continue in full force and effect.	or affect the remaining provisions of the Agreement which shall continue in full force and effect (clause 25.3).	provisions.
Schedule 1 - Detailed Inventory Requirements	<p>Location The grid reference to seven digits easting and seven digits northing (0.1m resolution) using the current edition from time to time of Ordnance Survey scale 1:500 for each Item and the address or adjacent address for each Item of the Customer's Unmetered Installation such as x metres north, south, east, west from firm map detail outside or opposite a house number, and where available a number displayed on the Item. The address to include road/street name, parish or village name and post code.</p> <p>Detail of each item of the Customer's Installation This shall include: (i) the type, description and wattage of each Item; (ii) the type of control gear installed (if appropriate) (<i>e.g.</i>, autoleak, low loss, optimal or high frequency as used in street lighting). (iii) Where appropriate, it is preferable that the Agreed Codes should be used to provide this information; and the type of switch control, if applicable, <i>e.g.</i> PECU, timeswitch, <i>etc.</i>, and the associated settings <i>e.g.</i>, dusk to dawn. If the switch control is remote from the Item, the location of the remote switch control must be specified. (iv) details of daily periods of operation; (v) which method of trading (Half-</p>	<p>Location of each Item comprising grid reference point to seven digits, relevant address and number displayed on the Item (Clause 7.1(a)):</p> <p>information in such detail sufficient to allow the calculation of the annual electricity consumption, and the pattern of electricity consumption for the Item, to include for each Item the type, description and wattage of the Item; (if applicable) the type of control gear installed, where appropriate by reference to the Agreed Codes; and (if applicable) the type of switch control (<i>e.g.</i> PECU, timeswitch, <i>etc.</i>) and the associated settings (<i>e.g.</i> dusk to dawn). If the switch control is remote from the Item, the location of the remote switch control must be specified (clause 7.1(b)).</p> <p>Remote Connection Point: whether the Connection Point is remote from the Item or groups of Items connected to the Connection Point, and if so the Connection Point location. (clause 7.1(c)).</p> <p>and (in each case) the date and type of change to the Detailed Inventory shall be recorded on an Item-by-Item basis. The Company shall give the Customer notice as</p>	The NTC contains similar wording to the EDF agreement, with some refinement in some areas.

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
	<p>Hourly or Profiled) is required for each Item. In all cases the detail should be sufficient to allow the calculation of the annual energy consumption and pattern of usage.</p> <p><u>Amendments to Inventory</u> The date and type of change to Inventory shall be recorded on an Item by Item basis and shall include additions, deletions and changes of equipment specified above.</p>	<p>soon as possible after receipt of any notice given under Clause 7.3 if it will give rise to a Modification. (clause 7.3)</p>	
	<p>The parties to the agreement do not intend that any of its terms will be enforceable by any person not party to it (clause 25).</p>	<p>Each Party's officers, employees and agents shall have the benefit of clause 16.2 (liability for damage to property) and 16.3 (liability for death and personal injury), but otherwise all third party rights are excluded. Any variation to or termination of the Agreement shall not require the consent of any such persons on whom rights are conferred under the Agreement (clause 25.4).</p>	<p>The NTC includes third party rights provisions (as does the WPD agreement). The NTC correctly acknowledges the rights of staff under the liability provision.</p>
		<p>The Customer shall provide accommodation for the Company's Equipment, and shall ensure such accommodation is maintained in good condition (clause 11.2).</p> <p>The Customer shall grant a lease in respect of such accommodation (clause 11.3).</p> <p>Termination of such lease shall allow the Company to terminate the NTC (clause 11.4).</p> <p>The Company shall not be liable for any</p>	<p>The NTC contains a number of provisions concerning the lease to the Company of substation accommodation. In the case of the EDF Energy agreement, the lease would be dealt with in schedule 12. We understand that such wording is common in current connection agreements.</p> <p>Although this wording is not included in the WPD agreements, broadly</p>

Clause from EDF Energy Agreement	EDF ENERGY NETWORKS UNMETERED CONNECTION AGREEMENT	NATIONAL TERMS OF CONNECTION SECTION 4 (UNMETERED SUPPLIES)	Comment
		breach of the NTC caused by loss of the lease (clause 11.5).	similar wording is contained in WPD's metered connection terms. There is no reason why metered and unmetered should be treated differently in this regard.

Wragge & Co LLP
25 January 2010