

## **AGREEMENT FOR CONNECTION TO THE DISTRIBUTION SYSTEM**

### **BETWEEN**

- (1) **SP Distribution Limited** whose registered office is at **Atlantic Quay, Glasgow, G2 8SP**,  
Company Number **SC189125**, and
- (2) [ ]

### **WHEREAS:**

- A We are authorised by a Licence granted under the Electricity Act 1989 (as amended) to carry on the business of the distribution of electricity and under the terms of that Licence we are required (except in certain circumstances specified in that Licence) to offer to enter into an agreement for connection to our distribution system by any person requesting the same, subject to the payment by the person seeking connection at an appropriate charge.
- B You have made such a request to us for connection.
- C We consent to you connecting generating plant at your premises (as specified in the schedule) to the distribution system subject to the provisions of this agreement and the schedule.
- D You have a supply contract with your electricity supplier.

### **NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. *Interpretation.* In this agreement the terms 'we', 'our' and 'electricity network operator' mean, for each connection to our distribution system through which electricity is conveyed to your premises, SP Distribution Limited the electricity network operator who owns and operates the distribution system.
2. *Existing terms.* This agreement replaces any existing terms applying to your connection to our distribution system.
3. *Connection to our network.* Your premises will remain connected to our distribution system in accordance with the provisions of the Electricity Act 1989, any other legal requirements that apply from time to time, and the terms of this agreement.
4. *Duration of this connection agreement.* This agreement takes effect from the date of this agreement and will continue (even if your electricity supply contract ends) until it ends under clause 12 below.
5. *Network constraints.* Our obligations under this agreement are subject to the maximum capacity and any other design feature of your connection. In accordance with existing legal rules, you must contact us in advance if you propose to make any significant change to your connection, electric lines or electrical equipment, or do anything else that could affect our distribution system or require alterations to your connection.
6. *Delivery of electricity.* We do not guarantee that we will deliver electricity through our distribution system at all times or that electricity delivered through our distribution system will be free of brief variations in voltage or frequency.
7. *Cutting off your supply.* We may cut off the supply of electricity to your connection where we are entitled to do so under the general law. We may also cut off your supply of electricity where we are required to do so under your electricity supply contract or because of the electricity industry arrangements under which we operate in accordance with our licence.
8. *Consent to generate.* By giving you our consent to generate, we do not in any way give any warranty, whether express or implied, as to the safety, adequacy or other characteristics of your generating plant and we have no responsibility for it. You must rely on your own skill and judgement in all generation matters. The maximum export capacity of your connection (if any) shall be that stated in the Schedule to this agreement.

9. *If something goes wrong.* If we fail to comply with any term of this agreement, or are negligent, you may be entitled under the general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic, or financial loss (including wasted expenses or any loss of revenue, profit, or interest, any loss of business, commercial, market, or economic opportunity, or any loss of contract or goodwill), other than where you are entitled to recover compensation for such loss under the general law in relation to death or personal injury.

10. *Business customers.* If the electricity supplied to your premises is used wholly or mainly for business purposes, each of us will only be liable to the other in accordance with the limitations in clause 9 and up to a maximum of £100,000 per calendar year.

11. *Changing this connection agreement.* Either of us may ask the other to accept a change to any part of this agreement at any time if either believes the change is needed because of the nature of your connection or because this agreement is no longer appropriate. If a change is proposed under this clause, and cannot be agreed between us within 28 days, either of us may ask the Gas and Electricity Markets Authority to decide whether the change should be made.

12. *Ending this connection agreement.* This agreement will end in relation to a connection when one of the following occurs: (a) you permanently stop having electricity delivered through that connection; (b) you no longer either own or occupy the premises at which that connection is situated; or (c) any circumstances arise which legally entitle us to cut off your electricity supply to that connection and we write to you advising you that this agreement is ended. The ending of this agreement will not affect any rights, remedies or obligations which may have come into being under this agreement and clauses 9 and 10 will continue to apply to those rights, remedies and obligations.

13. *Transferring this connection agreement.* You are not entitled to transfer this agreement to another person without our consent.

14. *Providing information.* You must provide us with any information we request in relation to the nature, or use by you, of electrical equipment on your premises. We will only ask for information that we need in relation to this agreement or the Distribution Code that applies under our licence.

15. *Governing law.* This agreement will be governed by and interpreted in accordance with Scots law, under the jurisdiction of the Scottish courts.

**IN WITNESS WHEREOF** these typewritten presents on this and the [ ] preceding pages, together with the schedule annexed to this agreement are executed as follows:

Subscribed for and on behalf of SP Distribution Limited:

SIGNED	_____	Witness	_____
Print Name	_____	Print Name	_____
Position	_____	Address	_____
		Occupation	_____

Subscribed for and on behalf of [ ]:

SIGNED	_____	Witness	_____
Print Name	_____	Print Name	_____
Position	_____	Address	_____
		Occupation	_____

## SCHEDULE

Your protection equipment must comply with the principles of G59/G59/1/G75 and with the requirements embodied in G5/3, P28, and P29, as issued by the Electricity Association.

"**G59/G59/1**" is the current Electricity Association Recommendation relating to the connection of embedded generating plant.

"**protection equipment**" is the automatic equipment installed by the Customer to comply with G59/G59/1.

"**G5/3**" is the current Engineering Recommendation G5/3, 'Limits for Harmonics in the United Kingdom Electricity Supply System.'

"**P28**" is the current Engineering Recommendation P28, 'Planning Limits for Voltage Fluctuation caused by Industrial, Commercial and Domestic Equipment in the United Kingdom.'

"**P29**" is the current Engineering Recommendation P29, 'Planning Limits for Voltage unbalance in the United Kingdom.'

You shall ensure that no plant, apparatus or other equipment to be used at your premises causes the supply to exceed the limits specified within Engineering Recommendations G5/3, P28 and P29.

**Maximum export capacity:** [ ]

Details of generating plant to be connected to the distribution system:

<b>Location of Generating Plant:</b>	[ ]
<b>Type:</b>	[ ]
<b>Number:</b>	[ ]
<b>Manufacturer:</b>	[ ]
<b>Serial Number(s):</b>	[ ]
<b>Rating:</b>	
<b>Voltage:</b>	[ ]V
<b>Current:</b>	[ ]
<b>Frequency:</b>	50 Hz
<b>Capacity:</b>	[ ] Kva
<b>Output Winding:</b>	
<b>Earthing Arrangement:</b>	
<b>Fuel:</b>	
<b>Maximum Fault Level:</b>	