

DCP 404 'ACCESS SCR CHANGES TO TERMS OF CONNECTION FOR CURTAILABLE CUSTOMERS'

DRAFT LEGAL TEXT

Add new Schedule xx (including Appendix A and Appendix B) to the DCUSA as follows:

SCHEDULE [XX]¹ – CURTAILABLE CONNECTIONS

1. SCOPE

- 1.1 This Schedule sets out the methodology for defining curtailable access arrangements i.e. a Curtailable Connection, specifically:
- (a) how the Company will determine the Curtailment Limit;
 - (b) how the Company will measure Curtailment;
 - (c) reporting requirements on the Company to the Customer;
 - (d) measures taken to avoid, and what happens if the Curtailment Limit is exceeded;
 - (e) how the Exceeded Curtailment Price is determined; and
 - (f) end dates for converting a Curtailable Connection into a Non-Curtailable Connection.
- 1.2 A Curtailable Connection will only be offered where the Company has identified a requirement for Reinforcement to facilitate a connection and the Curtailment will provide a network benefit. Reinforcement required solely for fault level and reactive power requirements is not suitable for a Curtailable Connection as the Curtailment would not provide any network benefit.
- 1.3 When offering a Curtailable Connection, the Company will also provide (if not provided already) the supporting information on the expected costs of the counterfactual Non-Curtailable Connection.
- 1.4 This Schedule does not apply to Small Users.

¹ Number to be updated on implementation, using number determined by Panel.

2. SETTING THE CURTAILMENT LIMIT

- 2.1 Unless otherwise directed by the Authority, the Import Curtailment Limit and Export Curtailment Limit will be determined by assessing the existing networks that require reinforcement under the Minimum Scheme, in accordance with Paragraphs 2.2 to 2.7.

Input data

- 2.2 The following data shall be used for the calculation of the Curtailment Limit.

- (a) Profile data relating to the most recent 12 months of available data:

- (i) annual half-hourly observed/measured data from the asset to be reinforced;
- (ii) half-hourly metered data from generation connected to the asset to be reinforced; and
- (iii) half-hourly data from battery storage connected to the asset to be reinforced,

or equivalent data from other sources. The Company shall correct for missing data, erroneously shown negative values and abnormal running arrangements and/or similar anomalies. Where data for the asset is not available, data from (i) the feeding primary substation would be used for HV and LV assets, (ii) the relevant bulk supply point for 33kV and 66kV assets, and (iii) the relevant grid supply point data for 132kV assets.

- (b) for a Demand Connection, the following data shall also be provided:

- (i) Network Asset Demand Capacity, being the capacity based on the Company's assessment of the thermal ratings, voltage change and upstream restrictions and compliance with its relevant design, planning and security of supply policies. This is the long-term ratings of the asset (continuous/cyclic ratings);
- (ii) Inflight Demand Acceptances, being the aggregated Maximum Import Capacity of all connections offers that utilise the asset being assessed but have yet to be connected/energised and hence are not included in the current maximum demand;
- (iii) Largest Inflight Demand Offers, being the aggregate Maximum Import Capacity of the two largest connection offers that utilise the asset being assessed that have been issued to a customer but not yet accepted;

- (iv) Other Inflight Demand Offers, being the aggregated Maximum Import Capacity of all other connection offers that utilise the asset being assessed that have been issued to customers but have yet to be accepted;
 - (v) Demand Confidence Factor, being a confidence factor representing the likelihood of the Other Inflight Demand Offers being accepted by the customers, and has the value 50%; and
 - (vi) New Demand Connection Capacity, being the requested Maximum Import Capacity of the new connection for which the Curtailment Limit is being calculated.
- (c) for a Generation Connection, the following data shall also be provided:
 - (i) Network Asset Generation Capacity, being the capacity based on the Company's assessment of the thermal ratings, voltage change and upstream restrictions and compliance with its relevant design, planning and security of supply policies;
 - (ii) Inflight Generation Acceptances, being the aggregated Maximum Export Capacity of all connections offers that utilise the asset being assessed but have yet to be connected/energised and hence are not included in the current maximum generation/minimum demand;
 - (iii) Largest Inflight Generation Offers, being the aggregate Maximum Export Capacity of the two largest connection offers that utilise the asset being assessed that have been issued to a customer but not yet accepted;
 - (iv) Other Inflight Generation Offers, being the aggregated Maximum Export Capacity of all other connection offers that utilise the asset being assessed that have been issued to customers but have yet to be accepted;
 - (v) Generation Confidence Factor, being a confidence factor representing the likelihood of the Other Inflight Generation Offers being accepted by the customers, and has the value 50%; and
 - (vi) New Generation Connection Capacity, being the requested Maximum Export Capacity of the new connection for which the Curtailment Limit is being calculated.
- (d) Curtailment Threshold, being the percentage of the Network Asset Demand Capacity or Network Asset Generation Capacity, which, if the Committed Demand Capacity or Committed Generation Capacity exceeds, will determine the number of hours where curtailment may be required, and is set at [95%].

Calculating the Import Curtailment Limit

2.3 The following process shall be used for the calculation of the Import Curtailment Limit:

- (a) Assessment of underlying true demand:
 - (i) Take annual half-hourly observed/measured data, from the asset as calculated in accordance with Paragraph 2.2(a)(i).
 - (ii) Add 'latent demand' being data from half-hourly metered generation connected to the asset as calculated in accordance with Paragraph 2.2(a)(ii).
 - (iii) This gives annual half-hourly true (gross) demand profile. For cases where this demand profile is not available at the asset in question, eg it's available at substation level and not at circuits supplied by this substation, the demand profile can be scaled to the expected maximum and minimum true demand of the asset in question.
 - (iv) Subtract import data from half-hourly battery storage connected to the asset to calculate the underlying true demand profile (baseline) as calculated in accordance with Paragraph 2.2(a)(ii).
 - (v) Special consideration is required for grid-scale battery storage that currently utilise the asset to be reinforced. The battery capacities are added on the true demand profile as a continuous constant profile.
- (b) Sort the true demand profile in descending order to produce the current true demand duration curve.
- (c) Calculate the Committed Demand Capacity by:
 - (i) Take the true demand profile determined in Paragraph 2.3(a)(v).
 - (ii) Add the Maximum Import Capacity of Inflight Demand Acceptances and the Largest Inflight Demand Offers, plus the Other Inflight Demand Offers multiplied by the Demand Coincidence Factor.
 - (iii) Add the Maximum Import Capacity of the new connection for which the Curtailment Limit is being calculated.
 - (iv) The sum of (i) to (iii), above is then divided by the Network Asset Demand Capacity to represent it as a percentage of the firm capacity of the asset.

- (d) The Import Curtailment Limit is determined by assessing the number of hours demand exceeds the capacity threshold:
 - (i) Quantify the number of hours that the Committed Demand Capacity exceeds the Network Asset Demand Capacity multiplied by the Curtailment Threshold. More specifically, calculate for every half-hour of the true demand profile the difference between the demand value and the firm network capacity of the long-term ratings of assets (using continuous/cyclic ratings as required by planning and design standards).
 - (ii) In case that the true demand profile does not correspond to a whole year, the calculated hours from the previous step should be scaled to correspond to an annual figure.
- (e) Where multiple assets require reinforcement, the Import Curtailment Limit for each asset should be calculated and largest value used for the overall Import Curtailment Limit.

Calculating the Export Curtailment Limit

2.4 The following process shall be used for the calculation of the Export Curtailment Limit:

- (a) Assessment of underlying generation:
 - (i) Take baseline underlying demand profile as calculated in accordance with Paragraph 2.3(a)(iv) and add in the annual half-hourly generation from assets (generation is treated as negative values) as calculated in accordance with Paragraph 2.2(a)(ii). For cases where this profile is not available at the asset in question, eg it's available at substation level and not at circuits supplied by this substation, the generation profile can be scaled to the expected maximum gross generation excluding battery charging of the asset in question.
 - (ii) This gives annual half-hourly generation profile without the effects of battery charging.
- (b) Sort the generation profile in ascending order to produce the current generation duration curve.
- (c) Calculate the Committed Generation Capacity by:
 - (i) Take the generation profile determined in Paragraph 2.4(a)(ii).

- (ii) Add the Maximum Export Capacity (expressed as a negative value) of Inflight Generation Acceptances and the Largest Inflight Generation Offers, plus the Other Inflight Generation Offers multiplied by the Generation Coincidence Factor.
 - (iii) Add the Maximum Export Capacity (expressed as a negative value) of the new connection for which the Curtailment Limit is being calculated.
 - (iv) The sum of (i) to (iii) above is then divided by the Network Asset Generation Capacity to represent it as a percentage of the firm capacity of the asset.
- (d) The Export Curtailment Limit is determined by assessing the number of hours reverse power flows exceed the capacity threshold:
 - (i) Quantify the number of hours that the Committed Generation Capacity exceeds Network Asset Generation Capacity (network reverse power flow capacity).
 - (ii) In case that the generation profile (excluding battery charging) does not correspond to a whole year, the calculated hours from the previous step should be scaled to correspond to an annual figure.
- (e) Where multiple assets require reinforcement, the Export Curtailment Limit for each asset should be calculated and largest value used for the overall Export Curtailment Limit.

General

- 2.5 The Curtailment Limit(s) will not be recalculated once the connection offer has been sent to the customer.
- 2.6 A worked example of a calculation modelling tool will be published and made available on the DCUSA website.
- 2.7 The Company may use whatever software tool it chooses providing it gives the same answer as the tool described in Paragraph 2.6. The Company should make available data used for their calculations when requested by the Customer.

3. MEASURING CURTAILMENT

3.1 The Full Import Curtailment Hours shall be calculated as follows at the end of each [Quarter]:

$$= \sum_{i=1}^n di_i \times civ_i \div cic$$

where,

di = the duration of each period of Curtailment (in hours) determined from the time the Customer is instructed by the Company to Curtail its Maximum Import Capacity to the time it is notified that there is no longer a requirement to Curtail;

n = the number of curtailment instructions in the previous 12 months;

civ = the Curtailment Instruction Value for each Curtailment instruction; and

cic = Curtable Import Capacity.

3.2 The Full Export Curtailment Hours shall be calculated as follows at the end of each [Quarter]:

$$= \sum_{i=1}^n de_i \times civ_i \div cec$$

where,

de = the duration of each period of Curtailment (in hours) determined from the time the Customer is instructed by the Company to Curtail its Maximum Export Capacity to the time it is notified that there is no longer a requirement to Curtail;

n = the number of curtailment instructions in the previous 12 months;

civ = the Curtailment Instruction Value for each Curtailment instruction; and

cec = Curtable Export Capacity.

3.3 If the Full Import Curtailment Hours exceeds the Import Curtailment Limit, then the Company shall make a payment to the Customer within [30] days following the end of each [Quarter], with the payment amount calculated as follows:

$$= \max(fich - icl, 0) \times cic \times eicp$$

where,

fich = the Full Import Curtailment Hours;
icl = the Import Curtailment Limit;
cic = Curtailable Import Capacity (MVA); and
eicp = the Exceeded Import Curtailment Price.

- 3.4 If the Full Export Curtailment Hours exceeds the Export Curtailment Limit, then the Company shall make a payment to the Customer within [30] days following the end of each [Quarter], with the payment amount calculated as follows:

$$= \max(fech - ecl, 0) \times cec \times eecp$$

where,

fech = the Full Export Curtailment Hours;
ecl = the Export Curtailment Limit;
cec = Curtailable Export Capacity (MVA); and
eecp = the Exceeded Export Curtailment Price.

4. CURTAILMENT REPORTING

- 4.1 Where a Customer has been subject to Curtailment within a Quarter, the Company shall notify the number of Full Import Curtailment Hours and/or Full Export Curtailment Hours that the Customer has been instructed to make.

5. EXCEEDING CURTAILMENT LIMITS

- 5.1 The Company shall use reasonable endeavours to provide the required network capacity or procure Distribution Flexibility Services such that the Full Import Curtailment Hours do not exceed the Import Curtailment Limit and the Full Export Curtailment Hours do not exceed the Export Curtailment Limit.
- 5.2 The Company shall use reasonable endeavours to notify the Customer in advance of the Full Import Curtailment Hours and/or Full Export Curtailment Hours exceeding the Import Curtailment Limit and/or Export Curtailment Limit respectively.

6. EXCEEDED CURTAILMENT PRICE

- 6.1 Unless otherwise directed by the Authority, the Exceeded Curtailment Price shall be determined by the Company in accordance with Paragraph 6.2 to Paragraph 6.10.
- 6.2 Where sufficient data is available, the Company will determine a separate Exceeded Import Curtailment Price (demand turn up/generation turn down) and Exceeded Export Curtailment Price (demand turn down/generation turn up).
- 6.3 An IDNO Party should use the Exceeded Curtailment Price authorised in the Distribution Services Area in which a Customer is seeking to connect to that IDNO Party.

Market prices for flexibility

- 6.4 From 01 April 2023, and then by the first of each April and October, the Company shall determine the maximum contracted utilisation price. The Flexibility Market Price shall be the highest of any Distribution Flexibility Services for contracts applicable to that Company in the regulatory year and the two previous regulatory years. If the price is in £/MWh the Company shall convert to £/MVAh by dividing by an assumed [0.95] power factor.
- 6.5 Within that period, if the Company has not contracted, but has issued and published tenders for Distribution Flexibility Services, the Flexibility Market Price shall be the maximum utilisation price from the tenders. If the price is in £/MWh the Company shall convert to £/MVAh by dividing by an assumed [0.95] power factor.
- 6.6 If Paragraph 6.4 or Paragraph 6.5 do not apply, then the Flexibility Market Price is zero.

Flexibility Market Price Statement

- 6.7 By the [fifth] Working Day of April and October in each year, the Company shall update the table in Appendix A (the 'Flexibility Market Price Statement') to this Schedule with the Flexibility Market Price(s) for the relevant year and send the completed table to the Secretariat.
- 6.8 The Secretariat shall, within [three] Workings Days of receiving each Flexibility Market Price Statement, publish the Flexibility Market Price Statement on the Website.

Cost of reinforcement

- 6.9 The Reinforcement Cost is identified in the Minimum Scheme at the voltage of the Point of Connection and the voltage above less any contribution by the customer for costs in excess of the high-cost cap. This is converted to a £/MVA by dividing by the requested Maximum Import Capacity or Maximum Export Capacity as applicable.
- 6.10 The annualised Reinforcement Cost per MVA is converted to £/MVAh using the formula:

$$\frac{\text{Reinforcement Cost (£ per MVA per year)} \times \text{Pseudo Load Coefficient}}{\text{hours in year}}$$

where the Pseudo Load Coefficient is determined in accordance with paragraph 70(c) of Schedule 16 (Common Distribution Charging Methodology), and the Pseudo Load Coefficient for the HV Site Specific tariff shall be used.

Exceeded Curtailment Price

- 6.11 The Exceeded Curtailment Price is the Flexibility Market Price determined in Paragraphs **Error! Reference source not found.** to 6.6, as published in the Flexibility Market Price Statement pursuant to Paragraph 6.8 multiplied by [1.2]. Where the Flexibility Market Price is zero, the Exceeded Curtailment Price is the Cost of Reinforcement determined in Paragraph 6.10 multiplied by [1.2].

7. CURTAILABLE CONNECTION END DATES

- 7.1 Subject to Paragraph 7.2 the Curtailment End Date will be date on which the Customer and Company has agreed to make the Curtailable Connection a Non-Curtailable Connection.
- 7.2 If the Customer does not request a Non-Curtailable Connection, or if the Customer does not accept the cost of converting the Curtailable Connection to a Non-Curtailable Connection, the Curtailment End Date will be void.

- 7.3 The Curtailment End Date is an agreed date as defined in the Electricity (Connection Standards of Performance) Regulations 2015. Where the Company proposes to move the Curtailment End Date, the provisions of the Electricity (Connection Standards of Performance) Regulations 2015 will apply.

8. **DEFINITIONS**

- 8.1 Words beginning with a capital letter that are not otherwise defined in this Schedule have the meanings given to them in Clause 1 of the main body of this Agreement, and the rules of interpretation set out in that Clause 1 also apply.
- 8.2 In this Schedule, unless the context otherwise requires, the expressions below shall have the meanings set out below:

Committed Demand Capacity	means Maximum Import Capacities of inflight connections, adjusted for the Demand Coincidence Factor, and includes the new connection that is subject to a Curtailable Connection, and is calculated in accordance with Paragraph 2.3 of this Schedule.
Committed Generation Capacity	means Maximum Export Capacities of inflight connections, adjusted for the Generation Coincidence Factor, and includes the new connection that is subject to a Curtailable Connection, and is calculated in accordance with Paragraph 2.4 of this Schedule.
Company	means a DNO/IDNO Party.
Connection Point	means Exit Point or Entry Point.
Curtail/Curtailment	means, any action taken by the Company to restrict the conditions of a connection except where this restriction is caused by (i) a fault or damage to the Distribution System which results in an Interruption to the customer's supply and/or (ii) curtailment as a result of constraints on the transmission network.
Curtailable Connection	means, following a connection offer since 1 April 2023, a connection where the Customer's Maximum Import

	Capacity and/or Maximum Export Capacity is subject to Curtailment.
Curtailable Connection Agreement	means, the agreement between the company and the customer on the terms set out in accordance with Paragraph 9.1 and Appendix 2.
Curtailable Export Capacity	means the Maximum Export Capacity less the Non-Curtailable Export Capacity.
Curtailable Import Capacity	means the Maximum Import Capacity less the Non-Curtailable Import Capacity.
Curtailment End Date	means the date that the Company has agreed to make the Curtailable Connection a Non-Curtailable Connection at the Connection Point, in accordance with its Non-Curtailable Connection Offer.
Curtailment Instruction Value	means, the value by which the Company instructs the User to limit their Maximum Import Capacity or Maximum Export Capacity.
Curtailment Limit	means Import Curtailment Limit and/or Export Curtailment Limit.
Customer	means any owner or occupier of premises in Great Britain who is supplied or requires to be supplied with electricity, and includes an electricity supplier when acting on behalf of such a person.
Demand Connection	has the meaning given to it in Schedule 22 ‘Common Connection Charging Methodology’.
Distribution Flexibility Services	has the meaning given to that term in the Distribution Licence.
Exceeded Curtailment Price	means the Exceeded Import Curtailment Price and/or Exceeded Export Curtailment Price.
Exceeded Export Curtailment Price	means the price payable by the Company to the Customer calculated in accordance with Paragraph 6.11 of this Schedule.

Exceeded Import Curtailment Price	means the price payable by the Company to the Customer calculated in accordance with Paragraph 6.11 of this Schedule.
Export Curtailment Limit	means, the number of full hours per annum measured over a rolling twelve-month period where the Customer could be required to reduce its Maximum Export Capacity to the Non-Curtailable Export Capacity.
Flexibility Market Price	means the value calculated in accordance with Paragraphs 6.4 to 6.6 of this Schedule.
Full Export Curtailment Hours	means the value calculated in accordance with Paragraph 3.2 of this Schedule.
Full Import Curtailment Hours	means the value calculated in accordance with Paragraph 3.1 of this Schedule.
Generation Connection	has the meaning given to it in Schedule 22 ‘Common Connection Charging Methodology’.
Import Curtailment Limit	means, the number of full hours per annum measured over a rolling twelve-month period where the Customer could be required to reduce its Maximum Import Capacity to the Non-Curtailable Import Capacity.
Interruption	means (as defined in the RIGs (Regulatory Instructions and Guidance as amended from time to time), that Interruption continues to be covered under the Guaranteed Standards of Performance and thus should not be treated as curtailment.
Minimum Scheme	has the meaning given to it in Schedule 22 ‘Common Connection Charging Methodology’.
Non-Curtailable Connection	means a connection which is not a Curtailable Connection.
Non-Curtailable Connection Offer	means, the offer provided by the Company to provide a Non-Curtailable Connection.
Non-Curtailable Export Capacity	means, in respect of a Connection Point (or the Connection Points collectively), the minimum amount of export capacity (expressed in kW or kVA) which the

	Customer is permitted to use that is not subject to Curtailment.
Non-Curtailable Import Capacity	means, in respect of a Connection Point (or the Connection Points collectively), the minimum amount of import capacity (expressed in kW or kVA) which the Customer is permitted to use that is not subject to Curtailment.
Point of Connection	has the meaning given to it in Schedule 22 'Common Connection Charging Methodology'.
Quarter	means, the period of three months commencing on 1 January, 1 April, 1 July and 1 October respectively in each year.
Reinforcement	has the meaning given to it in Schedule 22 'Common Connection Charging Methodology'.
Reinforcement Cost	means the cost of Reinforcement as calculated in accordance with Schedule 22 'Common Connection Charging Methodology'.
Small Users	means: (a) households and non-domestic users that are billed on an aggregated and non-site-specific basis or who are metered directly using whole current meters; or (b) an Unmetered Supply.

9. CURTAILABLE CONNECTION AGREEMENT

- 9.1 The Company is obliged to use the text in the following form of agreement that pertains directly to the curtailable connection and curtailable information when contracting for a Curtailable Connection unless agreed otherwise with the Customer. The other terms of this form of agreement may be used or varied by a Company where applicable. See Appendix B.

APPENDIX A:

FLEXIBILITY MARKET PRICE STATEMENT

£/MWh	Regulatory Year		
Flexibility Market Products	t-2	t-1	t
Product Name [e.g., Sustain]			

APPENDIX B:

FORM OF CURTAILABLE CONNECTION AGREEMENT

BETWEEN:

(1) [Distributor Name] [Company Number] [Registered Address]

(the “**Company**”) AND

(2) [Connectee Name] [Company Number] [Registered Address]

(the “**Customer**”)

1. The Company agrees to the Connection of the Customer’s Installation to the Company’s Distribution System on the terms and conditions of this Curtailable Connection Agreement.
2. Subject to the express provisions of this Curtailable Connection Agreement, Section 3 of the National Terms of Connection (the “Applicable NTC Section”) will apply (as amended from time to time) and as amended by Appendix 2 of this Agreement as if it was set out in this Curtailable Connection Agreement, and as if references in the Applicable NTC Section to “this agreement” or to “this Agreement” were to this Curtailable Connection Agreement.
3. The National Terms of Connection are available in writing from the Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, or from the website at www.connectionterms.co.uk.
4. Expressions used in this Curtailable Connection Agreement shall have the same meanings as is given to them in the Applicable NTC Section.
5. Details of the Premises, the Connection Points, the technical characteristics of the Connection Points and other matters are set out in Appendix 1 to this Curtailable Connection Agreement.
6. The Parties may agree variations to this Curtailable Connection Agreement, which variations must be recorded in writing and signed by an authorised representative of each Party. Each Party shall negotiate in good faith the terms of any variation proposed by the other. If any variation 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.
7. Address for notices
 - (a) to the Company: for the attention of [name], [address], [email address]
 - (b) to the Customer: for the attention of [name], [address], [email address]

SIGNED by (signature)

for and on behalf of the **Company** (print name)

(job title)

(date)

SIGNED by (signature)

for and on behalf of the **Customer** (print name)

(job title)

(date)

APPENDIX 1

GENERAL PARTICULARS OF THE CONNECTION

The characteristics of the connection(s) shall be as follows:

(a) characteristics of supply:

- (i) number of phases: [Number]
- (ii) current: [Alternating current]
- (iii) voltage: [Enter Statutory Voltage kV $\pm 6\%$ / $+10\%$ / -6%]
- (iv) frequency: [50 Hertz $\pm 1\%$]

(b) Connection Point(s): either

(i) where connection is provided from the Company's final cut-out fuse, isolator, switch, metering switch fuse or metering circuit breaker, unless otherwise stated in this Bespoke Connection Agreement the Connection Points are the outgoing terminals of the Company's final cut-out fuse, isolator, switch, metering switch fuse or metering circuit breaker, or

(ii) where the Company's electric lines connect directly to a Customer's intake isolator, switch, metering switch fuse or metering circuit breaker, unless otherwise stated in this Bespoke Connection Agreement the Connection Points are the incoming terminals of the Customer's intake isolator, switch, metering switch fuse or metering circuit breaker,

and, for the avoidance of doubt, the Connection Points may be remote from the Customer's Installation where third party electric lines and/or electric plant provide the intermediate electrical connection from the Company's Distribution System to the Customer's Installation.

(c) use of system tariff type: [state here or else "Rates published in relevant charging statement"]

(d) Details of Premises:

- (i) Address: [SITE ADDRESS HERE]
- (ii) MPANs: [IMPORT MPANS HERE]
[EXPORT MPANS HERE]
- (iii) Commencement Date: [COMMENCEMENT DATE DD/MM/YYYY]

(e) Capacity Information:

(i) Maximum Import Capacity:	[xxx] kVA
With effect from	[DD/MM/YYYY]
First date for Reduction	[DD/MM/YYYY]
(ii) Maximum Export Capacity:	[xxx] kVA
With effect from	[DD/MM/YYYY]
First date for Reduction	[DD/MM/YYYY]

(f) Curtailment Information:

(i) Non-Curtailable Import Capacity:	[xxx] kVA
(ii) Non-Curtailable Export Capacity:	[xxx] kVA
(iii) Curtailable Import Capacity:	[xxx] kVA
(iv) Curtailable Export Capacity:	[xxx] kVA
(v) Curtailment End Date:	[DD/MM/YYYY]
(vi) Maximum Full Import Curtailment Hours:	[hours]
(vii) Maximum Full Export Curtailment Hours:	[hours]
(viii) Exceeded Curtailment Price:	[£/MVAh]

APPENDIX 2

AMENDMENTS TO THE APPLICABLE NTC SECTION

NOTE:	<i>For consultation purposes the definitions and paragraphs below include a combination of new and modified text. This will be made clearer in the Final Change Report.</i>
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Section 3 of the National Terms of Connection (the “Applicable NTC Section”) shall be amended as set out below.

1. DEFINITIONS & INTERPRETATION

The following additional definitions shall be included and the following amendments to existing definition shall be made:-

“Connection Charging Statement” means, the statement prepared by a Company in relation to charges for connection for the time being in force pursuant to Condition 14 of its Distribution Licence;

“Curtail”/ “Curtailment”/ “Curtailed” means any action taken by the Company to restrict the conditions of a connection except where this restriction is caused by (i) a fault or damage to the distribution system which results in an Interruption to the Customer’s supply and/or (ii) Curtailment as a result of constraints on the transmission network;

“Curtable Connection” means, following a connection offer since 1 April 2023, a connection where the Customer’s Maximum Import Capacity and/or Maximum Export Capacity is subject to Curtailment;

“Curtable Export Capacity” means, the Maximum Export Capacity less the Non-Curtable Export Capacity;

“Curtable Import Capacity” means, the Maximum Import Capacity less the Non-Curtable Import Capacity;

“Curtailment End Date” means, the date that the Company has agreed to make the Curtable Connection a Non-Curtable Connection at the Connection Point, in accordance with our Non-Curtable Connection Offer;

“Curtailment Instruction” means, as defined in Clause 12.16;

“Curtailement Instruction Value” means, the value by which the Company instructs the Customer to limit their Maximum Import Capacity and/or Maximum Export Capacity to the level of the Non-Curtailement Import Capacity and/or Non-Curtailement Export Capacity respectively;

“Curtailement Period” means, the period between the date of Energisation of the Connection Point to the Curtailement End Date;

“Distribution Licence” means, a licence granted, or treated as granted, pursuant to Section 6(1)(c) of the Act;

“Exceed Curtailement Price” means the Exceeded Import Curtailement Price and/or Exceeded Export Curtailement Price, and where the Company may elect to have separate prices;

“Exceeded Export Curtailement Price” means, the price payable by the Company to the Customer, and specified in [Appendix 1 of this Agreement/ the Connections Charging Statement] in £/MVAh where the number of Full Export Curtailement Hours in a rolling twelve-month period is more than the Export Curtailement Limit;

“Exceeded Import Curtailement Price” means, the amount payable by the Company to the Customer, and specified in [Appendix 1 of this Agreement/ the Connections Charging Statement] in £/MVAh where the number of Full Import Curtailement Hours in a rolling twelve-month period is more than the Import Curtailement Limit;

“Export Curtailement Limit” means, the number of full hours per annum measured over a rolling twelve-month period where the Customer could be required to reduce its Maximum Export Capacity to the Non-Curtailement Export Capacity;

“Full Export Curtailement Hours” means, the value calculated in accordance with Clause 12.23;

“Full Import Curtailement Hours” means, the value calculated in accordance with Clause 12.23;

“Import Curtailement Limit” means, the number of full hours per annum measured over a rolling twelve-month period where the Customer could be required to reduce its Maximum Import Capacity to the Non-Curtailement Import Capacity;

“Non-Curtailable Connection” means a connection which is not a Curtailable Connection;

“Non-Curtailable Connection Offer” means, the offer provided by the Company to provide a Non-Curtailable Connection;

“Non-Curtailable Export Capacity” means, in respect of a Connection Point (or the Connection Points collectively), the minimum amount of export capacity (expressed in kW or kVA) which the Customer is permitted to use that is not subject to Curtailment.

“Non-Curtailable Import Capacity” means, in respect of a Connection Point (or the Connection Points collectively), the minimum amount of import capacity (expressed in kW or kVA) which the Customer is permitted to use that is not subject to Curtailment.

“Monitoring Equipment” means any monitoring and metering equipment that may be used by the Company for the purposes of managing Curtailment, measuring or checking consumption otherwise than for settlement;

“Quarter” means, the period of three months commencing on 1 January, 1 April, 1 July and 1 October respectively in each year.

5. DE-ENERGISATION

Emergency De-energisation

5.1 If, in the reasonable opinion of:

5.1.1 the Company, the condition or manner of operation of the Customer’s Installation or other equipment, and/or the condition or manner of operation of the Distribution System, poses an immediate threat of injury or material damage to any person or property (including the Customer’s Installation, the Distribution System, the National Electricity Transmission System, and the electrical systems and installations connected (directly or indirectly) to the Distribution System and/or the National Electricity Transmission System), then the Company shall have the right to immediately De-energise the Connection Point if it is necessary or expedient to do so to avoid the occurrence of such injury or damage; or

5.1.2 the Customer, the condition or manner of operation of the Distribution System or the Connection Equipment poses an immediate threat of injury or material damage to any person or property (including the Customer’s Installation), then the Customer shall

have the right to safely De-energise the Customer's Installation if it is necessary or expedient to do so to avoid the occurrence of such injury or damage, and shall promptly afterwards inform the Company of the incident.

De-energisation on Request

- 5.2 The Company shall De-energise the Connection Point within a reasonable time (or, in circumstances of urgency, as soon as is reasonably practicable) after being instructed to do so by either the Customer or the Registrant. Where the instruction has been given by the Registrant, the Company need not give the Customer notice of the intention to De-energise.

De-energisation Generally

- 5.3 Where the circumstances referred to in Clause 5.1.1 exist but with the proviso that the threat is not immediate, the Company may nevertheless De-energise the Connection Point, in which case the Company shall give the Customer as much advance notice of the De-energisation as is reasonably practicable in the circumstances.
- 5.4 The Company may De-energise the Connection Point pursuant to the Regulations, in which case the De-energisation shall be undertaken in accordance with any applicable requirements under the Regulations.
- 5.5 The Company may De-energise the Connection Point:
- 5.5.1 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 Good Industry Practice; and
- 5.5.2 in order to permit other persons to connect to the Distribution System,
- in which case, the Company shall give the Customer such notice of the De- Energisation as is required by law (and shall use its reasonable endeavours to provide as long a notice as is practicable).
- 5.6 The Company may, at any time without the need to give prior notice to the Customer, De-energise the Connection Point if:
- 5.6.1 the Company is instructed or required to do so pursuant to the Act, its Electricity Distribution Licence, any Directive, the CUSC, the BSC, the DCUSA and/or the Electricity Supply Emergency Code (being the code of that name designated by the Secretary of State);

- 5.6.2 the Company reasonably considers it necessary to do so for safety reasons or for the security of the Distribution System or any other electrical system (including in order to avoid interference with the regularity or efficiency of the Distribution System);
- 5.6.3 the Company reasonably believes that the Customer has made unauthorised use of electricity or committed theft of electricity;
- 5.6.4 if any of the conditions in Clause 4.1 cease to be satisfied, or the Customer breaches any of the provisions of this Agreement (including Clauses 10, 12.3, 13 and 16);
- 5.6.5 the Customer's acts, omissions and/or continued Connection cause the Company to breach this Agreement or any law or Directive;
- 5.6.6 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 such right); and/or
- 5.6.7 the Company is otherwise permitted to do so under the provisions of this Agreement (including under Clause 7.5).

Miscellaneous

- 5.7 If the Company De-energises the Connection Point at the request of the Customer, or as a result of the acts, omissions or breaches of the Customer, then the Customer shall pay to the Company on demand any costs incurred by the Company as a result of such De-energisation and any subsequent Re-energisation.
- 5.8 If the Company De-energises the Connection Point at the request of the Customer, the Company shall Re-energise the Connection Point as soon as reasonably practicable after being instructed to do so by the Customer or the Registrant. If the Company De-energises the Connection Point at the request of the Registrant, the Company shall Re-energise the Connection Point as soon as reasonably practicable after being instructed to do so by the Registrant.
- 5.9 Where the Connection Point is De-energised otherwise than pursuant to Clause 5.2, 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.
- 5.10 In undertaking work relating to Energisation, De-energisation and any subsequent Re-energisation, the Company shall act in accordance with Good Industry Practice (and, subject thereto, shall decide on the extent and nature of the work required).

- 5.11 If at any time when the Customer does not have a right for a Connection Point to be (and remain) Energised but electricity is nevertheless imported from, or exported to, the Distribution System through that Connection Point, then the Customer shall (to the extent the Company is unable to recover the relevant amounts from the Registrant) pay to the Company forthwith upon demand such sum as the Company may require for such import or export calculated in accordance with the Company's then current charges, together with such other reasonable and proper costs, losses and expenses as the Company may incur as a result thereof.

Curtailment

- 5.12 The Company may De-energise a Connection Point if the Customer fails to comply with a Curtailment Instruction, but only for such time as the Company requires the Connection Point to be Curtailed or until the Customer complies with the Curtailment Instruction.

12. LIMITATION OF CAPACITY

- 12.1 The Company shall only be obliged to allow the import of electricity from, and/or the export of electricity to, the Distribution System through the Connection Point at levels equal to or below the Maximum Import Capacity and/or the Maximum Export Capacity (respectively).
- 12.2 Subject to the other provisions of this Agreement, the Company shall use reasonable endeavours to:
- 12.2.1 ensure that the Maximum Import Capacity and the Maximum Export Capacity is available at the Connection Point at all times during the period of this Agreement; and
- 12.2.2 maintain the connection characteristics at the Connection Point.
- 12.2 Subject to the other provisions of this Agreement, the Company shall use reasonable endeavours to:
- 12.2.1 ensure that the Maximum Import Capacity and the Maximum Export Capacity is available at the Connection Point at all times during the period of this Agreement except where the Capacity is Curtailed under provisions of Clause 12.16; and
- 12.2.2 maintain the connection characteristics at the Connection Point.

Exceeding Capacities

- 12.3 The Customer shall ensure that the import of electricity from, and/or the export of electricity to, the Distribution System through the Connection Point does not (at any time) exceed the

Maximum Import Capacity and/or the Maximum Export Capacity (respectively). Where the Customer is unsure of the Maximum Import Capacity and/or the Maximum Export Capacity, it shall contact the Company (and the Company will inform the Customer of the applicable capacities).

- 12.4 On each occasion that the Customer breaches Clause 12.3 (and without prejudice to the Company's other rights and remedies, including under Clause 5), the Company may serve a written notice on the Customer specifying the circumstances of the breach and the courses of action available to the Customer under Clauses 12.5.1 to 12.5.3.
- 12.5 The Customer shall, on receipt of such a written notice (or, where the Customer disputes the content of the notice in accordance with Clause 12.6, following resolution of such dispute in favour of the Company), take the necessary actions to reduce the import and/or export of electricity to within the Maximum Import Capacity and/or the Maximum Export Capacity within the period of time specified in the notice; and within 30 Working Days after such notice or resolution:
- 12.5.1 propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity in accordance with Clause 12.12; or
- 12.5.2 provide the Company with an explanation as to why the Customer does not wish to submit a variation at this time; or.
- 12.5.3 propose to the Company an alternative timescale for the Customer to take one of the courses of action referred to in Clause 12.5.1 or Clause 12.5.2, such timescale to be subject to the Company's approval (such approval not to be unreasonably withheld or delayed); or
- 12.5.4 propose that an alternative connection agreement is entered into pursuant to Clause 22.2.
- 12.6 If the Customer disputes the Maximum Import Capacity and/or Maximum Export Capacity (as applicable) specified in the notice given by the Company under Clause 12.4 (or otherwise disputes that a breach of Clause 12.3 has occurred), the Customer and the Company shall attempt to resolve the dispute in good faith. Where the dispute remains unresolved after 20 Working Days, the provisions of Clause 21 shall apply.
- 12.7 Without prejudice to the Company's other rights and remedies, including under Clause 5), where the Customer:

- 12.7.1 fails to reduce the import and/or export of electricity to within the Maximum Import Capacity and/or the Maximum Export Capacity in accordance with Clause 12.5; or
- 12.7.2 proposes a variation pursuant to Clause 12.5.1, but no variation is agreed within a reasonable period thereafter (save where the variation has been referred to the Authority and pending determination by the Authority); or
- 12.7.3 provides an explanation referred to in Clause 12.5.2, but the Customer continually or repeatedly breaches Clause 12.3; or
- 12.7.4 proposes an alternative timescale pursuant to Clause 12.5.3, but that timescale is rejected by the Company (acting reasonably) or the Customer fails to comply with the alternative timescale,

then Clause 12.8 shall apply.

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

- 12.8.1 propose a variation to the Maximum Import Capacity and/or the Maximum Export Capacity (as applicable) in accordance with Clause 12.12; or
- 12.8.2 provide the Customer with a Modification Offer as if the Customer had submitted an Application for a Modification requesting a Modification incorporating an increase in the Maximum Import Capacity and/or the Maximum Export Capacity (as applicable).

- 12.9 Not Used.

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

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

12.11A If at any time the Connection Point is De-energised for a continuous period exceeding 6 months, then the Company may (at any time thereafter while the Connection Point is De-energised, and having due regard to all the circumstances) give notice to the Customer that it considers that the connection is no longer required and request that the Customer responds in writing within 30 Working Days. Such notice must refer to the Company's right to Disconnect the Connection Point if it is not reasonable in all the circumstances for the Company to maintain it.

12.11B Where the Company (having taken into account any representations and alternative proposals received from the Customer within the period referred to in Clause 12.11A) reasonably considers that the Company is not required under the Act to maintain the connection in respect of the Premises, then the Company may (save where the Customer has referred the matter to the Authority pursuant to the Act, and pending determination by the Authority) give notice to the Customer in compliance with section 17(3) of the Act and thereafter Disconnect the Connection Point thereby terminating this Agreement.

12.11C If the import of electricity from and/or export of electricity to the Distribution System through the Connection Point does not, at any time during any period of 12 consecutive months, exceed 75% of the Maximum Import Capacity and/or of the Maximum Export Capacity (respectively), then the Company may (at any time during the following month, and having due regard to all the circumstances):

12.11C.1 notify the Customer that the Company proposes to vary this Agreement in accordance with Clause 12.12; or

12.11C.2 provide the Customer with a Modification Notification incorporating a reduction in the Maximum Import Capacity or Maximum Export Capacity (as applicable), and Clause 14 shall apply,

the reduction being (in each case) to such amount as the Company reasonably considers to be appropriate (being not less than the import of electricity and/or export of electricity through the Connection Point at any time during such 12-month period). For the avoidance of doubt, neither the variation under Clause 12.11C.1 nor the modification under Clause 12.11C.2 are binding unless and until otherwise agreed or determined pursuant to Clause 12.12 or 14 (as applicable).

General

12.12 Except where a variation requires a Modification, either Party may propose a variation to the Maximum Import Capacity and/or Maximum Export Capacity by notice in writing to the other Party. The Company and the Customer shall negotiate in good faith such a variation, but where it is not agreed section 23 of the Act may entitle either Party to refer the matter to the Authority.

- 12.13 Any reduction in the Maximum Import Capacity or the Maximum Export Capacity pursuant to Clause 12.12 shall, where the Parties have within the preceding 12 months agreed the Maximum Import Capacity or the Maximum Export Capacity (as applicable), only take effect following the expiry of 12 months from the date of such previous agreement (unless the Company expressly agrees otherwise).
- 12.14 For the avoidance of doubt, all notices under this Clause 12 shall be sent, and shall be deemed to be served and received, in accordance with Clause 23.

Curtailment

- 12.15 Where the Connection Point is subject to Curtailment, then the Company may install additional equipment at the Connection Point designed to limit the import and/or export of electricity from or to the Distribution System to the Non-Curtailable Import Capacity and/or the Non-Curtailable Export Capacity (as applicable).
- 12.16 The Company may instruct the Customer to Curtail its Maximum Import Capacity and/ or its Maximum Export Capacity (a “Curtailment Instruction”) at any time during the Curtailment Period. The Company shall notify the Customer when the need to Curtail has finished. The details on how the Company instructs the Customer are set out in Appendix 3 of this Agreement.
- 12.17 The Company shall not instruct the Customer to reduce its Maximum Import Capacity and/or the Maximum Export Capacity to less than the (as applicable) the Non-Curtailable Import Capacity or the Non-Curtailable Export Capacity and the Customer is not obliged to reduce to below these levels even if the Company instructs it to do so.
- 12.18 Subject to Clause 12.19 the Curtailment End Date will be the date on which the Customer and Company has agreed to make the Curtailable Connection a Non-Curtailable Connection.
- 12.19 If the Customer does not request a Non-Curtailable Connection, or if the Customer does not accept the cost of converting the Curtailable Connection to a Non-Curtailable Connection, the Curtailment End Date will be void.
- 12.20 It is agreed that the Curtailment End Date is an agreed date as defined in the Electricity (Connection Standards of Performance) Regulations 2015. Where the Company proposes to move the Curtailment End Date, the provisions of the Electricity (Connection Standards of Performance) Regulations 2015 will apply.
- 12.21 The Company shall use its reasonable endeavours to provide the Non-Curtailable Import Capacity and/or Non-Curtailable Export Capacity such that the Full Import Curtailment Hours

do not exceed the Import Curtailment Limit and the Full Export Curtailment Hours do not exceed the Export Curtailment Limit.

12.22 The Full Import Curtailment Hours shall be calculated as follows at the end of each [Quarter]:-

$$= \sum_{i=1}^n di_i \times civ_i \div cic$$

Where,

di = the duration of each period of Curtailment (in hours) determined from the time the Customer is instructed by the Company to Curtail its Maximum Import Capacity to the time it is notified that there is no longer a requirement to Curtail;

n = the number of Curtailment Instructions in the previous 12 months;

civ = the Curtailment Instruction Value for each Curtailment Instruction; and

cic = Curtailable Import Capacity.

12.23 The Full Export Curtailment Hours shall be calculated as follows at the end of each [Quarter]:-

$$= \sum_{i=1}^n de_i \times civ_i \div cec$$

Where,

de = the duration of each period of Curtailment (in hours) determined from the time the Customer is instructed by the Company to Curtail its Maximum Export Capacity to the time it is notified that there is no longer a requirement to Curtail;

n = the number of Curtailment Instructions in the previous 12 months;

civ = the Curtailment Instruction Value for each Curtailment Instruction; and

cec = Curtailable Export Capacity.

12.24 If the Full Import Curtailment Hours exceeds the Import Curtailment Limit, then the Company shall make a payment to the Customer within [30] days following the end of each [Quarter], with the payment amount calculated as follows:

$$= \max(fich - icl, 0) \times cic \times eicp$$

Where,

fich = the Full Import Curtailment Hours;

icl = the Import Curtailment Limit;
cic = Curtailed Import Capacity (MVA);
eicp = the Exceeded Import Curtailment Price.

- 12.25 If the Full Export Curtailment Hours exceeds the Export Curtailment Limit, then the Company shall make a payment to the Customer within [30] days following the end of each [Quarter], with the payment amount calculated as follows:

$$= \max(fech - ecl, 0) \times cec \times eecp$$

Where,

fech = the Full Export Curtailment Hours;
ecl = the Export Curtailment Limit;
cec = Curtailed Export Capacity (MVA);
eecp = the Exceeded Export Curtailment Price.

- 12.26 Where a Customer has been subject to Curtailment within a Quarter, the Company shall notify the number of Full Import Curtailment Hours and/or Full Export Curtailment Hours that the Customer has been instructed to make.

15. LIMITATION OF LIABILITY

- 15.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.

- 15.2 Subject to Clause 15.3 and save where any provisions of this Agreement provide for an indemnity, neither Party (the "Party Liable") nor any of its officers, employees or agents shall be liable to the other Party for any loss arising under or in relation to this Agreement (whether for breach of this Agreement, in tort or otherwise) other than for loss directly resulting from a breach of this Agreement and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

15.2.1 physical damage to the property of the other Party, its officers, employees or agents;
and/or

15.2.2 the liability of such other Party to any other person for loss in respect of physical damage to the property of any person,

provided that:

- 15.2.3 the liability of either Party in respect of claims for such loss shall in no circumstance exceed one million pounds (£1,000,000) per incident or series of related incidents;
- 15.2.4 the liability of either Party in respect of claims for such loss shall in no circumstance exceed one million pounds (£1,000,000) per incident or series of related incidents; where such incident or series of related incidents entitles the Customer to claim compensation from the Company under this Agreement and any other agreement (including any other connection agreement), the Company's aggregate liability under this Agreement and all such other agreements in respect of that incident or series of related incidents shall not exceed one million pounds (£1,000,000), irrespective of whether the Customer has claimed under this Agreement and/or any such other agreement; and
- 15.2.5 where such incident or series of related incidents entitles any person other than the Customer to claim compensation from the Company under a connection agreement relating to the Premises, the Company's aggregate liability under this Agreement and all such other connection agreements in respect of that incident or series of related incidents shall not exceed one million pounds (£1,000,000), and the Company's liability under this Agreement will be pro- rated accordingly.
- 15.2.6 any liability for exceeding the Import and Export Curtailment limits shall be limited to the Curtailment Payments calculated in accordance with Clauses 12.22 and 12.23.
- 15.3 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for death or personal injury resulting from the negligence of the Party Liable, or any of its officers, employees or agents and the Party Liable shall indemnify and keep indemnified the other Party, its officers, employees or agents from and against all such and any loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable, or any of its officers, employees or agents.
- 15.4 Subject to Clause 15.3, neither Party, nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other Party for any:
 - 15.4.1 loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill;
 - 15.4.2 indirect or consequential loss; or
 - 15.4.3 loss resulting from the liability of such other Party to any other person however and whenever arising except under Clause 15.2.2, and,

for the avoidance of doubt, the Company shall have no liability to the Customer to pay to any person the DGNU Payment unless by prior agreement in writing.

- 15.5 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each Party hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Company to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.
- 15.6 Save as otherwise expressly provided in this Agreement, this Clause 15 insofar as it excludes or limits liability shall override any other provision of this Agreement, provided that nothing in this Clause 15 shall exclude or restrict or otherwise prejudice or affect any of:
- 15.6.1 the rights, powers, duties and obligations of either Party which are conferred or created by the Act, (or any subordinate legislation made under it), the Electricity Distribution Licence, or the Regulations; or
- 15.6.2 the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, the Electricity Distribution Licence or otherwise howsoever.
- 15.7 Each of the Clauses of this Clause 15 shall:
- 15.7.1 be construed as a separate and severable contract term, and if one or more of such Clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such Clauses shall remain in full force and effect and shall continue to bind the Parties; and
- 15.7.2 survive termination of this Agreement.
- 15.8 Each of the Parties agrees that the other Party holds the benefit of Clauses 15.2 and 15.3 for itself and as trustee and agent for its officers, employees and agents.
- 15.9 Nothing in this Clause 15 shall be construed so as to prevent the Company from bringing an action in debt against the Customer.

22. VARIATIONS

- 22.1 The National Terms of Connection (and therefore this 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.
- 22.2 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 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 determination 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.

APPENDIX 3 - TECHNICAL CONDITIONS

Part 1 – Connection Points

Part 2 – Technical Supply Capacities and Sole Use Assets

Part 3 – Site Responsibility Schedules

Part 4 – Site Specific Operating Arrangements

Part 5 – Site Specific Technical Conditions

Part 6 – Geographic Plans

Part 7 – Operational Diagrams

Part 8 – Generating Equipment

Part 9 – Technical Derogations

Part 10 - Property Documents

Part 11 – Technical Arrangements for Curtailment

Amend paragraphs 1.32A and 1.32B² of Schedule 22 as follows:

Additional Cost Allocation for Flexible Connections and Curtailable Connections

1.32A To facilitate a Flexible Connection or a Curtailable Connection, we may need to install and maintain specific system management equipment, either or both at your Premises and further upstream in other parts of the Distribution System. Some of the costs associated with installing, operating and maintaining the system management equipment will be directly attributed to your connection and be included as part of your Connection Charge (see illustrative table in paragraph 1.32B). The proportion of the costs which you must fund depends on whether your connection forms part of a Dedicated Scheme or a Wide Area Scheme, as described below:

Type 1 – Dedicated Scheme: A scheme managing constraint(s) where there are no Customers downstream of the constraint(s) who could connect new or additional demand or generation without being controlled by the Dedicated Scheme:

- Type ‘1A’ considers a scenario involving only one customer; and
- Type ‘1B’ considers a scenario involving multiple customers.

Type 2 – Wide Area Scheme: A scheme managing constraint(s) where there are Customers downstream of the constraint(s) who could connect new or additional demand or generation without being controlled by the Wide Area Scheme.

1.32B The table below illustrates the scheme types and methodology for cost recovery associated with each type of Flexible Connection or a Curtailable Connection. The methodology covers Type 1A, Type 1B and Type 2 (as each is described in paragraph 1.32A).

Typical connection components ³	Type 1A - Single	Type 1B - Multiple	Type 2 - Wide Area
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² **Note:** the numbering of the existing paragraphs within Schedule 22 is likely to change as a result of the changes being proposed by DCP 406 and so may impact the final paragraph numbering for this CP.

³ We will describe the main connection components within the relevant connection offer, which will also include the funding arrangements for each such connection component (if different to that stated in this illustrative table).

Extension Assets for customer	You fund	You fund	You fund
End user control unit for the customer	You fund	You fund	You fund
Local system management unit	You fund	Shared equally between participants	We fund
Scheme management unit	You fund	Shared equally between participants	We fund
Central management unit	N/A	N/A	We fund
Scheme specific ongoing costs e.g. communications	We fund	We fund	We fund

Add new defined term to the Glossary of Terms in Schedule 22 as follows:

<u>Curtailable Connections</u>	<u>are connection arrangements whereby a Customer's maximum import capacity or maximum export capacity can be reduced to an agreed level for an agreed number of hours whilst Reinforcement is undertaken.</u>
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