

DCP 405 'ACCESS SCR: MANAGING CURTAILABLE CONNECTIONS BETWEEN  
LICENSED DISTRIBUTION NETWORKS'

DRAFT LEGAL TEXT

**Add new Clause 52AA to Section 2B 'Distributor to Distributor/OTSO Relationships' as follows:**

**52AA. CURTAILMENT**

52AA.1 Where the User is required to offer a Curtailable Connection to a Connectee to the User's System, or the User adopts a connection to a Connectee which has been subject to a Curtailable Connection Offer, and the Connectee agrees to a Curtailable Connection, then it must not make a Curtailable Connection to the Connectee unless it has agreed a Curtailable Connection Agreement using the terms set out in Schedule XX<sup>1</sup> Part 3.

52AA.2 The Company will specify, in the Bilateral Connection Agreement with the User the following parameters with regard to the Curtailable Connection to enable it to have access to the Company's system. The Company shall calculate these parameters in accordance with Schedule XX of this Agreement

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

52AA.3 The Company may instruct the User to Curtail the Curtailable Connection's Maximum Import Capacity and/ or its Maximum Export Capacity (a "Curtailment Instruction") at any time during the Curtailment Period and the User shall comply

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<sup>1</sup> Schedule XX is a proposed new Schedule that is being developed under DCP 404 'Access SCR Changes to Terms of Connection for Curtailable Customers'

with any instruction received under this Clause 52AA.3. The Company shall notify the User when the need to Curtail has finished. The details on how the Company instructs the User shall be set out in the Bilateral Connection Agreement.

52AA.4 As an alternative to instructing the User to Curtail the Eligible Customers in accordance with 52AA.3, the Company and the User may agree a flexibility services agreement to provide a similar benefit to the Company. The details of any such flexibility services agreement shall be included in the Bilateral Connection Agreement.

52AA.5 The Company shall not instruct the User to reduce the Curtailable Connection's Maximum Import Capacity and/or the Maximum Export Capacity to less than (as applicable) the Company Non-Curtailable Import Capacity or the Company Non-Curtailable Export Capacity and the User is not obliged to instruct the Curtailable Connection to reduce to below these levels even if the Company instructs it to do so.

52AA.6 Where the Company requires a change to parameters listed at 52AA.2 it shall do so in accordance with the provisions of Schedule XX. The User will accept such changes made in accordance with Schedule XX and shall ensure that changes are reflected in the Connection Agreement with the Connectee.

52AA.7 The Company shall use its reasonable endeavours to ensure that the Company Full Import Curtailment Hours do not exceed the Company Import Curtailment Limit and the Company Full Export Curtailment Hours do not exceed the Company Export Curtailment Limit.

52AA.8 The Company Full Import Curtailment Hours and Full Export Curtailment Hours shall be calculated in accordance with Schedule XX of this agreement.

52AA.9 If the Company Full Import Curtailment Hours exceeds the Company Import Curtailment Limit, or the Company Full Export Curtailment Hours exceeds the Company Export Curtailment Limit, then the Company shall make Exceeded Import Curtailment Payments or Exceeded Export Curtailment Payments to the User in accordance with the provisions of Schedule XX of this agreement within [30] days following the end of each [Quarter].

**Add the following definitions to Clause 1 as follows:**

<b><u>Company Full Export Curtailment Hours</u></b>	<u>means the value calculated in accordance with Paragraph 3.2 of Schedule xx and relates to the curtailment of the Company's system.</u>
<b><u>Company Full Import Curtailment Hours</u></b>	<u>means the value calculated in accordance with Paragraph 3.1 of Schedule xx and relates to the curtailment of the Company's system.</u>
<b><u>Company Export Curtailment Limit</u></b>	<u>means, the number of full hours per annum measured over a rolling twelve-month period where the Connectee could be required to reduce its Maximum Export Capacity to the Non-Curtailable Export Capacity and relates to the Curtailment on the Company's system.</u>
<b><u>Exceeded Import Curtailment Payments</u></b>	<u>means, the number of full hours per annum measured over a rolling twelve-month period where the Connectee could be required to reduce its Maximum Import Capacity to the Company Non-Curtailable Import Capacity and relates to the Curtailment on the Company's system.</u>
<b><u>Company Non-Curtailable Import Capacity:</u></b>	<u>means, in respect of an Entry/Exit Point (or the Entry/Exit Points collectively), the minimum amount of import capacity (expressed in kW or kVA) which the Connectee is permitted to use that is not subject to Curtailment on the Company's system.</u>
<b><u>Company Curtailable Export Capacity:</u></b>	<u>means the Maximum Export Capacity less the Company Non-Curtailable Export Capacity on the Company's system.</u>
<b><u>Company Curtailment End Date:</u></b>	<u>means the date that the Company has agreed to make the Curtailable Connection a Non-Curtailable Connection at an Entry/Exit Point, in accordance with its Non-Curtailable Connection Offer.</u>
<b><u>Company Exceeded Curtailment Price</u></b>	<u>means the Exceeded Import Curtailment Price and/or Exceeded Export Curtailment Price determined by</u>

	<u>the Company in accordance with Paragraph 6.10 of Schedule XX.</u>
<b><u>Curtail/Curtailment</u></b>	<u>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.</u>
<b><u>Curtailed Connection Agreement</u></b>	<u>means, the agreement between the company and the customer on the terms set out in accordance with Paragraph 9.1 and Appendix 2 of Schedule XX.</u>
<b><u>Curtailed Connection Offer</u></b>	<u>means, the offer provided by the User to provide a Curtailed Connection.</u>
<b><u>Exceeded Export Curtailment Payments</u></b>	<u>means, the number of full hours per annum measured over a rolling twelve-month period where the Connectee could be required to reduce its Maximum Export Capacity to the Company Non-Curtailed Export Capacity and relates to the Curtailment on the Company's system.</u>
<b><u>Interruption</u></b>	<u>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.</u>

***Add new schedule 6 and relevant headings to Schedule 13 'Bilateral Connection Agreement' as follows:***

## **SCHEDULE 6 – CURTAILABLE CONNECTIONS**

DETAILS OF CURTAILABLE CONNECTIONS CONNECTED TO THE USER'S SYSTEM

DETAILS OF TECHNICAL REQUIREMENTS TO INSTRUCT CURTAILMENT TO USER

AGREED ALTERNATIVES TO CURTAILMENT