

Curtailable Connections

- 39.17 Where the terms of an offer to connect the User to the Company's Distribution System require some or all of the Maximum Import Capacity and/or the Maximum Export Capacity to be Curtailable as a result of a connection to the User's Distribution System being subject to a curtailable connection then the Company and User shall be required to include, within the Bilateral Connection Agreement for that Connection Point, terms outlining:
- 39.17.1 The part of the Maximum Import Capacity and/or Maximum Export Capacity which is subject to such Curtailment and the customers connected to the Users Distribution System to whom Curtailment may apply;
- 39.17.2 The technical requirements of the Connection Point to ensure that the Company and the User are able to comply with the limitations on Maximum Import Capacity and Maximum Export Capacity where the Company requires Curtailment. Such technical requirements shall extend to ensuring that the User is able to curtail customers connected to its Distribution System or, that the Company may, where agreed by the User, directly curtail customers connected to the User's Distribution System;
- 39.17.3 The Curtailment Limit for each customer connected to the Users Distribution System, calculated in accordance with the Company's methodology pursuant to Schedule XX of this Agreement;
- 39.17.4 The date at which the Connection Point, and each customer connected to the User's Distribution System, shall no longer be subject to Curtailment;
- 39.17.5 The payments which shall be made by the Company, to the User if the Curtailment Limit described in Clause 39.17.3 is breached;
- 39.17.6 The actions to be taken by the User to curtail customers' Maximum Import Capacity or Maximum Export Capacity when requested to do so by the Company.
- 39.17.7 Where agreed between the Company and the User, alternative actions which may be taken by the User to ensure that they do not breach the Maximum Import Capacity or the Maximum Export Capacity of the Connection Point in aggregate where Curtailment is requested by the Company.
- 39.18 The User shall use all reasonable endeavours to ensure that it complies with the requirements of the Bilateral Connection Agreement to limit the Maximum Import Capacity and/or Maximum Export Capacity at the Connection Point where the Company requires the User to do so under the terms of a Bilateral Connection Agreement.

Commented [TR1]: There is a risk here that if Small Users connected to the IDNO network are exceeding estimates used to size top-level connection. In this case, an IDNO may not be able to meet obligations at the boundary to curtail if the eligible curtailable customers on the IDNO network can meet the requirement.

Commented [TR2]: Need to add similar levels of detail as for the main CP for the curtailable connection BCA

Schedule 6 – Curtailable Connections

SUGGESTED CLAUSES FOR DEFINING CURTAILABLE CONNECTIONS, OTHER CLAUSES TO BE ADDED AS REQUIRED BY SPECIFIC CONNECTION POINTS

- 1.1 The [Maximum Import Capacity and/or Maximum Export Capacity] in this BCA shall be subject to Curtailment terms outlined in this Schedule.

- 1.2 Where requested to do so by the Company the User shall take all reasonable endeavours to instruct customers connected to their network to limit their [import of electricity/export of electricity] to a level determined by the Company, subject to a lower limit set out below for each customer (the “**Curtailed Capacity**”).

Customer 1 MPAN:

Customer 1 [Maximum Import Capacity/Maximum Export Capacity]:

Customer 1 Curtailed Capacity:

Customer 2 MPAN:

Customer 2 [Maximum Import Capacity/Maximum Export Capacity]:

Customer 2 Curtailed Capacity:

- 1.3 Where the User’s [import of electricity exceeds the Curtailed Capacity/export of electricity exceeds their Curtailed Capacity] as set out in Clause 1.2 of this Schedule the User shall, upon being notified by Company, take reasonable actions to reduce the import or export of electricity within the limits of the Curtailed Capacity.
- 1.4 Following the occurrence of a breach of Curtailed Capacity as set out in Clause 1.3 of this Schedule, the Company shall be entitled to exercise any rights it may have under Clause 41.

- 1.5 The Company shall not be entitled to request that the User limits its [Maximum Import Capacity/Maximum Export Capacity] in respect of any customer connected to the User’s Distribution System in any 12 month period more than the limited specified for each customer below, each period of 12 months starting from the commencement of this BCA.

Customer 1 MPAN:

Customer 1 Curtailment limit:

Customer 2 MPAN:

Customer 2 Curtailment limit:

- 1.6 On [INSERT DATE] the [Maximum Import Capacity/Maximum Export Capacity] shall cease to be curtailed. The Company shall not be entitled to request that the User limits its [Maximum Import Capacity/Maximum Export Capacity] after this date unless otherwise agreed with the User.
- 1.7 Where the Company requires the User to curtail its [Maximum Import Capacity/Maximum Export Capacity] more than the limit set out in Clause 1.5 of this Schedule then the Company shall pay the User the amount calculated in accordance with Schedule XX of the DCUSA.
- 1.8 [Where the Company requests the User to curtail their [Maximum Import Capacity/Maximum Export Capacity] and the User does not pass this request to customers connected to its Distribution System then the Company agrees that the user may demonstrate compliance with this request by providing evidence of alternative action taken by the User so the impact to the [Maximum Import Capacity/Maximum Export Capacity] at the Connection Point is the same as if the User had requested the curtailment of customers connected to its Distribution System.