

**DCP 405 ‘ACCESS SCR: MANAGING CURTAILABLE CONNECTIONS BETWEEN
LICENSED DISTRIBUTION NETWORKS’**

DRAFT LEGAL TEXT

Add new Clause 38A to Section 2B ‘Distributor to Distributor/OTSO Relationships’ as follows¹:

38A CURTAILMENT

38A.1 This Clause 38A shall apply:

38A.1.1 where the User is required to offer a Curtailable Connection to a Connectee to the User’s System, and where the reason for the Curtailable Connection is (in whole or part) due to the Company's Distribution System; or

38A.1.2 the User adopts a connection to a Connectee which is (or was) subject to a Curtailable Connection Offer, and which has not yet been converted to a Non-Curtailable Connection.

38A.2 The User must not make a Curtailable Connection as referred to in Clause 38A.1.1 or adopt a connection as referred to in Clause 38A.1.2 unless the User has agreed a Curtailable Connection Agreement with the Connectee using the terms set out in Appendix B of Schedule 2D.

38A.3 Where this Clause 38A applies, the Company shall specify, in the Bilateral Connection Agreement with the User, the following parameters with regard to the Curtailable Connection(s) to enable the User to be (and remain) connected to the Company’s System. The Company shall calculate these parameters in accordance with the same rules as apply to customers connecting to the Company's Distribution System in accordance with Schedule 2D.

38A.3.1 Company Non-Curtailable Import Capacity: in kVA

38A.3.2 Company Non-Curtailable Export Capacity: in kVA

38A.3.3 Company Curtailable Import Capacity: in kVA

¹ Due to the interaction with Schedule 2D, this CP can only be implemented if DCP404 (Access SCR Changes to Terms of Connection for Curtailable Customers) is approved (so as to introduce Schedule 2D).

38A.3.4 Company Curtailable Export Capacity: in kVA

38A.3.5 Company Curtailment End Date: [DD/MM/YYYY]

38A.3.6 Company Import Curtailment Limit: in hours

38A.3.7 Company Export Curtailment Limit: in hours

38A.3.8 Company Exceeded Import Curtailment Price (subject to change): in
£/MVAh

38A.3.9 Company Exceeded Export Curtailment Price (subject to change): in
£/MVAh.

38A.4 The Company may instruct the User to Curtail the Curtailable Connection (a **“Curtailment Instruction”**) at any time during the Company Curtailment Period, and the User shall comply with any instruction received under this Clause 38A.4. 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.

38A.5 As an alternative to instructing the User to Curtail in accordance with Clause 38A.4, 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.

38A.6 The Company shall not instruct the User to reduce the import or export capacity of the Curtailable Connection(s) under a Bilateral Connection Agreement to less than the Company Non-Curtailable Import Capacity or the Company Non-Curtailable Export Capacity (respectively), and the User is not obliged to instruct the Curtailable Connection(s) to reduce to below these levels even if the Company instructs it to do so.

38A.7 Where the Company wishes to change the parameters listed at Clause 38A.3, the Company shall do so in accordance with the provisions of Schedule 2D. The User will accept such changes made in accordance with Schedule 2D and shall ensure that changes are reflected in the Curtailable Connection Agreement with the Connectee.

- 38A.8 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.
- 38A.9 The Company Full Import Curtailment Hours and Company Full Export Curtailment Hours shall be calculated at the end of each Quarter in the same way as applies to the calculation of Full Import Curtailment Hours and Full Export Curtailment Hours under and in accordance with Schedule 2D.
- 38A.10 If the Company Full Import Curtailment Hours exceed the Company Import Curtailment Limit, and/or the Company Full Export Curtailment Hours exceed the Company Export Curtailment Limit, then the Company shall make annual Exceeded Import Curtailment Payment and/or annual Exceeded Export Curtailment Payment to the User in accordance with the provisions of Schedule 2D within 30 days following the end of the relevant Quarter.
- 38A.11 In this Clause 38A, unless the context otherwise requires, the expressions below shall have the meanings set out below:

Company Full Export Curtailment Hours	means the value calculated in the same way as 'Full Export Curtailment Hours' under Paragraph 3.2 of Schedule 2D (which relates to the Curtailment of the Company's Distribution System).
Company Full Import Curtailment Hours	means the value calculated in the same way as 'Full Import Curtailment Hours' under Paragraph 3.1 of Schedule 2D (which relates to the Curtailment of the Company's Distribution System).
Company Export Curtailment Limit	means the number of full hours per annum (measured over a twelve-month period) during which the User could be required to reduce the Connectee's Maximum Export Capacity to the Company Non-Curtailable Export Capacity (which relates to the Curtailment on the Company's Distribution System).

Company Import Curtailment Limit	means the number of full hours per annum (measured over a twelve-month period) during which the User could be required to reduce the Connectee's Maximum Import Capacity to the Company Non-Curtailable Import Capacity (which relates to the Curtailment on the Company's Distribution System).
Exceeded Export Curtailment Payments	means the amount payable to the User calculated in the same way as 'Export Curtailment Payments' under Paragraph 3.4 of Schedule 2D (which relates to the Curtailment of the Company's Distribution System).
Exceeded Import Curtailment Payments	means the amount payable to the User calculated in the same way as 'Import Curtailment Payments' under Paragraph 3.3 of Schedule 2D (which relates to the Curtailment of the Company's Distribution System).
Company Non-Curtailable Export Capacity	means in respect of a Bilateral Connection Agreement, the amount of export capacity (expressed in kW or kVA) which the User is permitted to use that is not subject to Curtailment on the Company's Distribution System.
Company Non-Curtailable Import Capacity	means, in respect of a Bilateral Connection Agreement, the amount of import capacity (expressed in kW or kVA) which the User is permitted to use that is not subject to Curtailment on the Company's Distribution System.
Company Curtailable Export Capacity	means, in respect of a Bilateral Connection Agreement, the Maximum Export Capacity less the Company Non-Curtailable Export Capacity.
Company Curtailable Import Capacity	means, in respect of a Bilateral Connection Agreement, the Maximum Import Capacity less the Company Non-Curtailable Import Capacity.

Company Curtailment End Date	means, in respect of a Curtailable Connection, the date that the Company has agreed to make the Curtailable Connection a Non-Curtailable Connection.
Company Curtailment Period	means, in relation to a Curtailable Connection, the period between the date of its Energisation until the Company Curtailment End Date.
Company Exceeded Export Curtailment Price	means the price calculated in the same way as the 'Exceeded Export Curtailment Price' under Paragraph 6 of Schedule 2D (which relates to the Curtailment of the Company's Distribution System).
Company Exceeded Import Curtailment Price	means the price determined in the same way as the 'Exceeded Import Curtailment Price' under Paragraph 6 of Schedule 2D (which relates to the Curtailment of the Company's Distribution System).
Curtail/Curtailment	means any action taken by the Company to restrict the flow of electricity at the Connection Point, except where that restriction is caused by (a) an Interruption; and/or (b) curtailment as a result of constraints on the transmission network.
Curtailable Connection	means a connection to the User's System which is made on the basis that it is expressly subject to Curtailment (and for which the connection offer was made on or after 1 April 2023).
Curtailable Connection Agreement	means the agreement between the User and the Connectee on the terms set out in accordance with Paragraph 8 and Appendix 2 of Schedule 2D.
Curtailable Connection Offer	means a connection offer to provide a Curtailable Connection.

Interruption	has the meanings given to it in Annex F of the Regulatory Instructions and Guidance under the Company's Distribution Licence.
Non-Curtailable Connection	means a connection to the User's System which is not a Curtailable Connection.

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

Gowling WLG (UK) LLP

19 October 2022