

DCP 449 - NTC phone number deletion

Legal Text

Amend Schedule 2A (Mandatory Terms for Contracts) as follows:

The following wording is to be included in Contracts in accordance with Clause 17, and the text shown in bold below must be set out in bold in the Contracts (or highlighted in some other similar manner):

National Terms of Connection

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: ~~phone 0207 706 5137, or~~ see the website at www.connectionterms.co.uk.

Amend Schedule 2B (National Terms of Connection), Section 1, Paragraph D as follows:

(D) Application of sections 2, 3 & 4: The National Terms of Connection contain 4 sections. This section 1 will always apply to you and the premises. In addition, one of section 2, 3 or 4 will also apply to you and the premises, depending on the physical nature of the connection at the premises:

- if the connection is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’), section 2 will apply (this is usually the case with domestic properties and small industrial and commercial properties);

- if the connection is to an unlicensed distribution system that does not have its own settlement meter at the boundary with the network but would most likely be metered with whole current metering if it was metered, then section 2 will apply;
- if the connection is metered indirectly by using current transformers to induce a reference current which is then put through the meter (known as ‘C/T metering’), section 3 will apply (this is usually the case with large industrial and commercial properties);
- or if the connection is to an unlicensed distribution system that does not have its own settlement meter at the boundary with the network but would most likely be metered with C/T metering if it was metered, then section 3 will apply; or
- if the network operator has agreed that the connection need not be metered (known as ‘unmetered supply’), section 4 will apply (this is usually the case with street lighting).

If you are not sure which of sections 2, 3, or 4 applies to the premises, or have any other questions about the National Terms of Connection, you should contact the network operator. Contact details are available from the Energy Networks Association (~~telephone 0207 706 5137~~) ~~or~~ at www.connectionterms.co.uk.

Amend Schedule 2B (National Terms of Connection), Section 1, Paragraph I as follows:

- (I) Contacting your network operator: Contact details for your network operator are available from the Energy Networks Association: ~~telephone 0207 706 5137, or~~ at www.connectionterms.co.uk.

Amend Schedule 2B (National Terms of Connection), Section 2, Paragraph 15 as follows:

15. *Contacting each other.* We will generally contact you at the premises. Our contact details are available from the Energy Networks Association (~~telephone 0207 706 5137~~) ~~or~~ at www.connectionterms.co.uk.

Add the following new Clause 17.3A after Clause 17.3

17.3 The User shall ensure that, on each occasion on which it, or any Relevant Exempt Supplier, enters into a Contract (whether written, oral, or deemed), the wording set out in Schedule 2A is included within that Contract. The User shall ensure that such wording is presented in such a way as to create an effective contract (insofar as one can be created by presentation alone) between the Company and the relevant Customer or Generator on the terms and conditions of the National Terms of Connection.

17.3A Where a Change Proposal amends the wording set out in Schedule 2A, then the User shall have six months following the implementation of such Change Proposal during which the User can satisfy its obligation under Clause 17.3 by including (or ensuring that the Relevant Exempt Supplier includes) either the wording which was set out in Schedule 2A prior to implementation of the Change Proposal or the updated wording applying after implementation of the Change Proposal.

Amend Clauses 17.10B – 17.14 as follows:

Disclosure of Information

17.1~~10B~~ On the application of any person purporting to be the owner and/or occupier of a Premises (or purporting to be a prospective owner and/or occupier of a Premises and who can show a reasonable cause for requiring the information), the Company shall be entitled to disclose to such person the following information relating to the Premises:

17.1~~10B~~.1 the Maximum Import Capacity and/or Maximum Export Capacity; and/or

17.1~~10B~~.2 whether or not the connection is subject to any constraints.

Transition

~~17.11 In Clause 17.12, **Old Terms of Connection** means provisions that have the same or a similar effect to the National Terms of Connection and which the User was obliged to include in Contracts in accordance with any use of distribution system agreement existing between the User and the Company immediately before this Agreement became effective.~~

~~17.12 During the period of three months following the date upon which this Agreement became effective, the User shall be entitled to comply with its obligations under Clause 17.3 by ensuring that, on each occasion on which the User or any Relevant Exempt Supplier enters into a~~

~~Contract (whether written, oral, or deemed), the Old Terms of Connection are presented within the Contract.~~

~~17.13 The User is hereby appointed by the Company as the Company's agent (and in that capacity has power to appoint any Relevant Exempt Supplier as its sub-agent) for the purpose (subject to Clauses 17.5 to 17.9) of procuring agreements in accordance with Clause 17.12. On the expiry of the period referred to in Clause 17.12, the User's appointment under this Clause 17.13 shall cease.~~

17.1~~24~~ The Company~~Each DNO/IDNO Party~~ shall, on the application of any person purporting to be an owner and/or occupier (or prospective owner and/or occupier) of a Connected Installation, disclose to such person whether or not Bespoke Connection Terms apply to the Connected Installation. For the avoidance of doubt, this Clause 17.1~~24~~ does not oblige or permit the Company~~DNO/IDNO Party~~ to disclose the content of the Bespoke Connection Terms.

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