

COUNTERPARTS

Counterparts

- 1.1 The Accession Agreement, [*other documents*] may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.¹

¹ It will be necessary to check whether there are any Scottish executing requirements which need to be taken into account.

DATA PROTECTION ACT

Data Protection Act

- 1.1 Each Party warrants that it has effected, and undertakes that it will during the term of the Code effect and maintain all such notifications and registrations as it is required to effect and maintain under the Data Protection Act 1998 to enable it to lawfully perform the obligations imposed on it by the Code.
- 1.2 Each Party undertakes to comply with the Data Protection Act 1998 in the performance of its obligations under the Code.
- 1.3 Each Party undertakes that, in any case where information to be disclosed by it under the Code or any Code Subsidiary Document may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior consents so as to enable it promptly to perform its obligations under as envisaged by the Code.¹

¹ Derivation, BSC, Section H paragraph 4.8

ENTIRE AGREEMENT

Entire Agreement

- 1.1 The Code, the Framework Agreement and the Code Subsidiary Documents (as respects the Parties thereto) contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto; and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom.
- 1.2 Each Party acknowledges that in entering into or acceding to the Framework Agreement it does not rely on any representation, warranty or other understanding not expressly contained in the Code.
- 1.3 Without prejudice to paragraph ***[cross-reference to provisions on the Implementation Scheme]***, nothing contained in a document (other than a Code Subsidiary Document) referred to in the Code, beyond what is expressly contemplated by the Code as being contained in such document or is necessary for the purposes of giving effect to a provision of the Code, shall modify or have any effect for the purposes of the Code or be construed as relevant to the interpretation of the Code.

FORCE MAJEURE

Force Majeure

- 1.1 If any Party (the "**Non-Performing Party**") shall be unable to carry out any of its obligations under the Code or any Code Subsidiary Document due to a circumstance of Force Majeure the Code and the relevant Code Subsidiary Document shall remain in effect, but:
- 1.2 the Non-Performing Party's relevant obligations;
- 1.2.1 the obligations of each of the other Parties owed to the Non-Performing Party under the Code and/or the relevant Code Subsidiary Document as the case may be; and
- 1.2.2 any other obligations of the other Parties under the Code owed between themselves which the relevant Party is unable to carry out directly as a result of the suspension of the Non-Performing Party's obligations

shall be suspended for a period equal to the circumstance of Force Majeure provided that:

- (a) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (b) no obligations of any Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
- (c) the Non-Performing Party gives the other Parties prompt notice describing the circumstance of Force Majeure, including the nature of the occurrence and its expected duration, and continues to furnish regular reports with respect thereto during the period of Force Majeure;
- (d) the Non-Performing Party uses all reasonable efforts to remedy its inability to perform; and
- (e) as soon as practicable after the event which constitutes Force Majeure the Parties shall discuss how best to continue their operations so far as possible in accordance with the Code and any Code Subsidiary Document.

Draft definition of Force Majeure

"In relation to any Party any event or circumstance which is beyond the reasonable control of such Party and which results in or causes the failure of that Party to perform any of its obligations under the Code or any Code Subsidiary Document including act of God, strike,

lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, fault or failure of Plant and Apparatus (which could not have been prevented by Good Industry Practice), governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under section 32, 33, 34 and 35 of the Act) provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of that Party.¹

¹ Derivation: CUSC Section 11.

INTELLECTUAL PROPERTY

Intellectual Property¹

- 1.1 Subject to **[paragraph 1.2]**, all Intellectual Property relating to the subject matter of the Code or any Code Subsidiary Document conceived, originated, devised, developed or created by a Party, its officers, employees, agents or consultants during the currency of the Code or any Code Subsidiary Document shall vest in such Party as sole beneficial owner thereof save where the Parties agree in writing otherwise.
- 1.2 It is a condition to the right to make a proposal to amend the Code under **[reference to paragraph on Amendment Proposals²]** that the Proposer:
- 1.2.1 grants a non-exclusive royalty free licence to all Parties who request the same covering all present and future rights, Intellectual Property rights and moral rights it may have in such proposals (as regards use or application in Great Britain); and
- 1.2.2 warrants that, to the best of its knowledge, information and belief, no other person has asserted to the Proposer that such person has any Intellectual Property rights or normal rights or rights of confidence in such proposal,³
- and, in making a proposal, a Proposer which is a Party shall be deemed to have granted the licence and given the warranty in (a) and (b) above.

¹ Derivation: CUSC 6.18 and 8.15.7.

² Paragraph 7.2 of Section B of the STC Draft 12/11/03.

³ Please note a similar provision is set out in paragraph 7.2.7 of Section B of the STC Draft 12/11/03.

LANGUAGE

Language

- 1.1 Every notice or other communication to be given by one Party to another under the Code or any Code Subsidiary Document shall be in the English language.

NOMINATED REPRESENTATIVE

Nominated Representative

- 1.1 Each Party confirms to the other Parties that where, under any provision of the Code or any Code Subsidiary Document, action is taken by a representative of that Party, it shall ensure that its representative is duly authorised to take such action.

NOTICES

Notices¹

- 1.1 Save as otherwise expressly provided in the Code, any notice or other communication to be given by one Party to another under or in connection with the matters contemplated by the Code or the Framework Agreement shall be addressed to the recipient and sent to the address or facsimile number or e-mail address of such other Party provided under Section B.
- 1.2 Such notice or other communication, shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile or e-mail, and shall be deemed to have been received:
 - 1.2.1 in the case of delivery by hand, when delivered; or
 - 1.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail overseas or from overseas) on the fifth day following the day of posting; or
 - 1.2.3 in the case of facsimile, on acknowledgement of the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on the day of acknowledgement) and in any other case on the day following the day of acknowledgement.
 - 1.2.4 in the case of e-mail, one hour after being sent except if the time at which a notice or communication sent by e-mail (other than in relation to a notice or communication sent by e-mail in respect of an Urgent Amendment Proposal) is deemed to have been received falls after 1700 hours on a day, the notice or communication shall be deemed to have been received at 0900 hours on the following day.
- 1.3 The provisions of this paragraph [x]:
 - 1.3.1 extend to any notice or other communication to be given by or to the Committee [**Committee Secretary**]; and
 - 1.3.2 apply, mutatis mutandis, to any notice or communication to be given under any Code Subsidiary Document.

¹ Derivation – BSC Section H9.2 (as amended by Modification P113).

PRECEDENCE

Precedence¹

- 1.1 In the event of any conflict between the provisions of the Code and:
 - 1.1.1 the provisions of any Code Subsidiary Document; and/or
 - 1.1.2 the provisions of any other document established or adopted under and pursuant to the Code or any Code Subsidiary Document,the provisions of the Code shall prevail.
- 1.2 In the event of any conflict between the provisions of one Code Subsidiary Document and another, the affected Parties shall agree which provision is to take precedence pending modification of the Code Subsidiary Document(s), and shall take steps in accordance with ***[reference to relevant STCP modification procedures]*** to remove such conflict provided that where the affected Parties fail to reach agreement, the affected Parties may raise a dispute, which is referred to the Authority for determination.
- 1.3 The provisions of this paragraph 1.3 shall be subject to any express provision to the contrary in the Code.

¹ Please note it is proposed that a provision which sets out the precedence as between the STC and the licence for the avoidance of doubt will be placed in a general interpretation section of the STC.

PRIVILEGE

Privilege

- 1.1 No Party shall be required to produce documents pursuant to any provision of the Code or Code Subsidiary Documents which such Party could not be compelled to produce in civil proceedings in any court in England or Wales or to supply information which such Party could not be compelled to give in evidence in any such proceedings.¹

¹ Derivation, BSC, Section H, para 4.10

SEVERANCE OF TERMS

Severance of Terms

- 1.1 If any provision of the Code or any Code Subsidiary Document is or becomes or is declared invalid, unenforceable or illegal by the courts ***[reference to jurisdiction and governing law provisions]*** of any competent jurisdiction to which it is subject or by order of any other Competent Authority such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Code or any Code Subsidiary Document which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

TRANSFER AND SUBCONTRACTING

Transfer and Sub-contracting¹

1.1 The rights, powers, duties and obligations of a Party under the Framework Agreement, the Code, or any Code Subsidiary Document are personal to that Party and that Party may not assign or transfer the benefit or burden of those documents save in the following circumstances:

1.1.1 upon the disposal by that Party of the whole of its business or undertaking it shall have the right to transfer its rights and obligations under the Framework Agreement, the Code, all Code Subsidiary Documents to the purchaser thereof on condition that the purchaser if not already a Party enters into an Accession Agreement pursuant to **[cross-reference to relevant accession arrangements in the STC]** and confirms to the relevant affected Parties in writing either that all of the technical or related conditions, data, information, operational issues or other matters notified and/or agreed pursuant to **[Services Specification, [other bilateral agreements under STC]** by the purchaser will remain unchanged or if any such matters are to be changed, the purchaser first notifies the relevant affected Parties in writing of such changes which the relevant affected Parties will consider, and until such consideration is complete the transfer shall not be effective. If having considered such changes the relevant affected Parties in their reasonable opinion do not consider the proposed changes reasonably satisfactory to relevant affected Parties they shall consult with the purchaser and pending the outcome thereof to the relevant affected Parties' reasonable satisfaction the transfer shall not be effective; provided always that any affected Party **[or the purchaser]** may refer any dispute pursuant to **[cross-reference to the relevant dispute resolution procedures in the STC]**. Such transfer shall become effective once the changes are reasonably satisfactory to the relevant Parties or have been determined to be so following resolution of such dispute;

1.1.2 upon the disposal by a Party of part of its business undertaking comprising **[Specify relevant types of assets]** that Party shall have the right to transfer its rights and obligations under **[relevant bilateral agreements under the STC]** to the purchaser thereof on condition that the purchaser (if not already a Party) enters into an Accession Agreement pursuant to **[cross-reference to relevant accession**

¹ Derivation CUSC, paragraph 6.14

arrangements in the STC] and confirms to the relevant affected Parties in writing either that all of the technical or related conditions, data, information, operational issues or other matters notified and/or agreed pursuant to **[Services Specification, other relevant bilateral agreements under the STC]** by the purchaser will remain unchanged or if any such matters are to be changed, the purchaser first notifies the relevant affected Parties in writing of such changes which the relevant affected Parties will consider promptly and in any event within 28 days of receiving notice of such change and until such consideration is complete the assignment shall not be effective. If having considered such changes the relevant affected Parties in their reasonable opinion do not consider the proposed changes reasonably satisfactory to the relevant affected Parties, they shall consult with the purchaser and pending the outcome thereof to the relevant affected Parties' reasonable satisfaction the transfer shall not be effective provided always that any affected Party **[or the purchaser]** may refer any dispute to **[reference to the dispute resolution procedures]**. Such transfer shall become effective once the changes are reasonably satisfactory to the Parties or have been determined to be so under the **[reference to the dispute resolution procedure]**.

- 1.1.3 a Party may assign or charge its benefit under the Framework Agreement, the Code and any Code Subsidiary Document in whole or in part by way of security.

Each Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under the Code or any Code Subsidiary Document without the prior consent of any other Party. The subcontracting by a Party of the performance of any obligations or duties under the Framework Agreement, the Code or any Code Subsidiary Document shall not relieve that Party from liability for performance of such obligation or duty.

WAIVER

Waiver

- 1.1 No delay by or omission of any Party or the STC Committee in exercising any right, power, privilege or remedy under the Code, the Framework Agreement or any Code Subsidiary Document shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.
- 1.2 Any single or partial exercise of any such right, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.
- 1.3 For the avoidance of doubt, the Parties acknowledge and agree that nothing in the Code or any Code Subsidiary Document shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, privileges, remedies, duties and obligations of the Secretary of State or the Authority under the Act or any Licence or otherwise under applicable law.

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STC DEFINITIONS

These draft definitions draw upon those used in the provisions contained in this composite STC (save for BSC back-off).

"Accession Agreement"	means an agreement in the form set out in Schedule [●] whereby a Party Applicant accedes to the Framework Agreement
"Act"	means the Electricity Act 1989;
"Alternative Amendment"	means an alternative to a Proposed Amendment proposed in accordance with section [B (Governance)], para [7.6.1];
"Amendment Procedures"	means the procedures to be followed in respect of Proposed Amendments (except in the case of Urgent Amendment Proposals pursuant to section [B (Governance)], paragraph [7.8]) as set out in section [B (Governance)];
"Amendment Register"	means the register established and maintained in accordance with section [B (Governance)], para [7.3];
"Amendment Report"	means the report in respect of a Proposed Amendment, prepared and considered by the Parties and submitted to the Authority in accordance with section [B (Governance)], para [7.7];
"Approved Amendments"	means Proposed Amendments, Urgent Amendment Proposals or Alternative Amendments to the Code approved by the Authority;
"Applicable Objectives"	[means the objectives applicable to this Code pursuant to section [B (Governance)], paragraph [2.1] as set out in the STC Licence Condition;
"Assessment and Report Phase"	means the process for formulating an Amendment Report as set out in section [B (Governance)], paragraph [7.7];
"Authority"	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;
"BSC"	[shall have the meaning ascribed to such term in the Transmission Licence;]
"Business Day"	means any week day other than a Saturday on which banks are open for domestic business in the City of London;
"Code"	means this [SO/TO Code];
"Code Effective"	<i>to be included</i>

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Date"

"Code Framework Agreement" means, as the context admits or requires, any of the CUSC, CUSC Framework Agreement, Grid Code, BSC, BSC Framework Agreement and any associated or subsidiary documents;

"Code Party" means a party to or under any Code Framework Agreement, other than NGC.

"Code Subsidiary Documents" *to be considered.*

"Committee" means the committee established under section [B (Governance)], paragraph [6.1];

"Committee Secretary" means the person appointed by the Committee from time to time in accordance with section [B (Governance)], paragraph [6.1.3];

"Confidential Information" *to be included.*

"CUSC" [shall have the meaning ascribed to such term in the Transmission Licence;]

"Default" *to be included.*

"Dispute" [has the meaning set out in section [Disputes], paragraph [1.3];]

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"Dispute Parties" [has the meaning set out in section [Disputes], paragraph [1.3];]

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"Dispute Party Representative" [has the meaning set out in section [Disputes], paragraph [1.3];]

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"Draft Report" means the report prepared by the Committee Secretary in accordance with section [B (Governance)], paragraph 7.7.2;

"Expert" **UNDER REVIEW**

"Flexibility Parameters" means a Transmission Owner's flexibility margins and priorities in respect of all Outages referred to in section [Transmission Outages], paragraph 1.1.2;

"Framework Agreement" [means the agreement of that title, in the form approved by the Secretary of State, by which this Code is made contractually binding between the parties to that agreement, as amended from time to time

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with the approval of the Secretary of State;]

"GB Transmission System"	means the system consisting (wholly or mainly) of high voltage electric wires owned or operated by transmission licensees within Great Britain and used for the transmission of electricity from one generating station to a sub-station or to another generating station or between sub-stations or to or from any interconnector and includes any electrical plant or meters used in connection with the transmission of electricity but shall not include any remote transmission assets; <i>[Note that this definition mirrors the current draft of the STC Licence Condition].</i>
"Go-Live Date"	<i>to be included.</i>
"Good Industry Practice"	[means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;] <i>This definition mirrors the definition contained in the CUSC.</i>
"Great Britain"	means the United Kingdom of England and Scotland (Union with Scotland Act 1706, art 1);
"Grid Code"	means the code of that name drawn up pursuant to the Transmission Licence, as from time to time modified in accordance with the Transmission Licence;
"Implementation Date"	means the date prescribed or approved by the Authority as the deadline for the implementation of an Approved Amendment;
"Implementation Dispute"	UNDER REVIEW
"Initial Outages Plan"	means the version of the Transmission Outages Plan of that name compiled and issued in accordance with section [Transmission Outages Planning], paragraph [1.3];
"Initial Transmission Plan"	means the version of the Transmission Plan of that name compiled and issued in accordance with section [Transmission Planning], paragraph [1.5.1];]
"Intellectual Property" or "IPRs"	[means patents, trade marks, service marks, rights in designs, trade names, copyrights and topography rights (whether or not any of the same are registered and including applications for registration of any of the same) and rights under licences and consents in relation to any of the same and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the same which may subsist anywhere in the world;]

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UNDER REVIEW. Note that the above mirrors the same definition in the CUSC.

"IS Policies"	<i>to be included.</i>
"Monthly Progress Report"	means the progress report prepared and submitted by the Committee each month in accordance with section [<i>Parties and Participation</i>], paragraph [7.4.1];
"New Party"	means a Party that accedes to the Framework Agreement prior to its completion of the New Entry Processes;
"New Party Entry Processes"	means the New Entry Processes referred to in section [B (Governance)], paragraph 3.2;
["NGC"	The National Grid Company plc [No 2366977) whose registered office is at 1-3 Strand, London WC2N 5EH;]
"Normal Capability Levels"	means the technical limitations relevant to Transmission Owner Services as more particularly described in section [<i>Operational Availability of Transmission Assets</i>], paragraph [3.2];
"Operating Capability Levels"	[means [adjusted] Normal Capability Levels as more particularly described in section [<i>Operational Availability of Transmission Assets</i>], para [4.2];]
"Outage"	<i>to be included.</i>
"Outages Change Process"	means the process for determining an amendment to or cancellation of a Transmission Outage in accordance with section [<i>Transmission Outages Planning</i>], paragraph [1.4];
"Outages Implementation Process"	means the process, agreed between a Transmission Owner and NGC in relation to an Outage, referred to in section [<i>Transmission Outages Planning</i>], paragraph 1.5.1;
"Outages Planning Dispute"	means a [Dispute] raised in respect of an Outages Change in accordance with section [<i>Transmission Outages Planning</i>], paragraph [1.7];
"Outages Proposal"	means a proposed schedule for Transmission Outages formed and submitted in accordance with section [<i>Transmission Outages Planning</i>], paragraph [1.1.1];
" Parties"	has the meaning set out in section [<i>Parties and Participation</i>], para [1.2];
"Party Applicant"	means a person wishing to accede to the Framework Agreement;

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"Party Details"	means the details required from a Party Applicant under paragraph [<i>Parties and Participation</i>], paragraph [3.2.1]; Further consideration required as to how/where will such details will be set out?
"Planned Outages"	[means Transmission Outages that form a part of a Transmission Asset Plan;] [For further review]
"Planned Transmission Owner Services"	[means Transmission Owner Services specified in accordance with section [<i>Transmission Planning</i>], paragraph [1.1(i)];]
"Planned Works"	means those required works more particularly described in section [<i>Transmission Planning</i>], paragraph [1.1(a)];
"Planning Assumptions"	means the joint planning assumptions for the information to be contained in a Transmission Plan agreed in accordance with section [<i>Transmission Planning</i>], paragraph [1.2.1.];
"Preliminary Outages Plan"	means the version of a Transmission Outages Plan of that name as formed and issued in accordance with section [<i>Transmission Outages Planning</i>], paragraph [1.2.];
"Preliminary Transmission Plan"	means the version of a Transmission Plan of that name as formed and issued in accordance with section [<i>Transmission Planning</i>], paragraph [1.4.1];
"Proposed Amendment"	means amendments to this Code proposed in accordance with section [B (Governance)], paragraph [6.2.1];
"Proposer"	means a Party raising a Proposed Amendment [or Urgent Amendment Proposal] in accordance with section [B (Governance)];
"Return to Service Time"	to be included.
"Service Restoration Dispute"	means a [Dispute] raised by NGC in relation to a Service Restoration Proposal in accordance with section [<i>Transmission Services and Operations</i>], paragraph [5.3];
"Services Restoration Proposal"	has the meaning set out in section [<i>Transmission Outages Planning</i>], paragraph 4.4.4;
"Services Reduction"	has the meaning set out in section [<i>Transmission Outages Planning</i>], paragraph 4.3.1;
"Services Reduction Risk"	has the meaning set out in section [<i>Transmission Outages Planning</i>], paragraph 4.3.2;

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"Service Specification"	means a specification of Transmission Owner Services provided and maintained in accordance with section [<i>Transmission Services and Operations</i>], paragraph [3.1];
"STC Licence Condition"	means the Transmission Licence Condition relating to this Code;
["STC Website"	<i>to be included.</i>
"TO Charges"	means TO General System Charges and TO Site-Specific Charges as referred to in section [<i>Billing and Payment Provisions</i>], para [1.2];
"TO General System Charges"	means the charges referred to in section [<i>Billing and Payment Provisions</i>], paragraph 1.2.1 and Part [●] of Schedule [●];
"TO Site Specific Charges"	means the charges referred to in section [<i>Billing and Payment Provisions</i>], paragraph 1.2.2 and Part [●] of Schedule [●];
"Transmission Assets"	[means assets consisting (wholly or mainly) of high voltage electric lines used for the transmission of electricity from one generating station to a sub-station or to another generating station or between sub-stations or to or from any interconnector and including any electrical plant and meters owned or operated by a Transmission Licensee in connection with the transmission of electricity but shall not include remote transmission assets]

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The above mirrors the definition that appeared in the Transmission Licence consultation and may therefore be subject to change.

Need to consider (if we go with this definition) definitions of the terms referred to within this definition – 'remote transmission assets' etc.

"Transmission Plan"	means the plan in respect of Transmission Assets formed and issued in accordance with section [<i>Transmission Planning</i>], para [1.1];
"Transmission Licence"	means a transmission licence granted or treated as granted under section 6(1)(b) of the Act;
"Transmission Licence Conditions"	means the conditions contained in and amended from time to time in accordance with a Transmission Licence;
"Transmission Licensee"	means the holder for the time being of a Transmission Licence;
["Transmission	[means the holder for the time being of a Transmission Licence in

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Owner"] relation to which licence the Authority has issued a Section D Direction and where Section D remains in effect (whether or not subject to any terms included in the Section D Direction or to any subsequent variation of its terms to which the Transmission Licensee may consent, but shall not include reference to NGC unless expressly provided for;]

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The above mirrors the definition that appeared in the Transmission Licence consultation and may therefore be subject to change.

"Transmission Services" means those services provided by a Transmission Owner as more particularly described in section [*Transmission Services and Operations*], paragraph [2.1];

"Transmission Plan" means the plan in respect of Transmission Assets formed and issued in accordance with section [*Transmission Planning*], para [1.1];

"Transmission Plan Change Proposal" means a proposal for a change to a Transmission Plan raised in accordance with section [*Transmission Planning*], para [1.6.1];

"Transmission Plan Dispute" means a [Dispute] raised in respect of a Transmission Plan in accordance with section [*Transmission Planning*], para [1.4];

"Transmission System" [means the system consisting (wholly or mainly) of high voltage electric lines owned or operated by Transmission Licensees and used for the transmission of electricity from one generating station to a sub-station or to another generating station or between sub-stations or to or from any interconnector and including any electrical plant and meters owned or operated by a Transmission Licensee in connection with the transmission of electricity but shall not include remote transmission assets]

"Urgent Amendment Proposal" means an urgent proposal to amend the Code proposed in accordance with section [B (Governance)], paragraph [7.8];

"User(s)" means any person (other than NGC) who is authorised to generate, [participate in the transmission of], distribute or supply electricity or who is included in a class of person or persons which has been granted an exemption from section 6 of the Act and any person [engaged in the sale or purchase of electricity or] [who otherwise purchases or acquires for purchase electricity];

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"Withdrawal Date" means the date specified in a Withdrawal Notice in accordance with section [*Parties and Participation*], para [4.1.2];

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"Withdrawal Notice" means the notice issued by a Party wishing to withdraw from the Framework Agreement in accordance with section [*Parties and Participation*], para [4.1.1];

"Withdrawing Party" means a Party wishing to withdraw from the Framework Agreement in accordance with section [*Parties and Participation*], para [4.1.1];