

## **CUSC - Section 5**

### **Events of Default, Deenergisation, Disconnection and Decommissioning**

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#### **5.1 DURATION AND TERMINATION**

##### **5.1.1 Licensed CUSC Parties**

Upon either:

- (a) termination of all **Bilateral Agreements, Mandatory Services Agreements** and **Construction Agreements** entered into by a **User** and cessation of any other right to use the **GB Transmission System** pursuant to Paragraph 3.8 or Paragraph 9.23; or
- (b) a **User** having a **Licence** but not yet being connected to or otherwise using the **GB Transmission System**, until such time as the **User** accepts an **Offer** to connect to or use the **GB Transmission System**,

a **User** with a **Licence** shall be or continue to be a **CUSC Party** but shall not [\(except in the case of Paragraph 5.1.5\)](#) have any further rights and obligations for the period of such dormancy under the **CUSC** (and shall be a “**Dormant CUSC Party**”) until the execution (or other entering into) of a **Bilateral Agreement** or commencement / recommencement of its right to use the **GB Transmission System** pursuant to the **CUSC**. Termination or expiry of a particular **Bilateral Agreement, Mandatory Services Agreement** or **Construction Agreement** shall not, of itself, cause the relevant **User** to become a **Dormant CUSC Party**.

5.1.2 A **Dormant CUSC Party** may once it ceases to have a **Licence** by prior notice to **NGC** cease to be a **CUSC Party** from the date specified in such notice, on which date it shall cease to be a party to the **CUSC Framework Agreement**.

5.1.3 Non-Licensed **CUSC Parties**

Upon termination of all **Bilateral Agreements**, **Mandatory Services Agreements** and **Construction Agreements** entered into by a **User** and cessation of any other right to use the **GB Transmission System** pursuant to Paragraph 3.8 or Paragraph 9.23, a **User** without a **Licence** shall cease to be a **CUSC Party** from the date of cessation of the last such agreement or right to use, and shall on that date cease to be a party to the **CUSC Framework Agreement**.

5.1.4 A person ceasing to be a **CUSC Party** or becoming a **Dormant CUSC Party** shall not affect any rights or obligations of any **CUSC Party** which may have accrued to the date of termination or dormancy under the **CUSC**, any **Bilateral Agreement** or **Mandatory Services Agreement** or **Construction Agreement** or the **Charging Statements** or otherwise and shall not affect any continuing obligations of any other **CUSC Party** under the **CUSC**.

5.1.5 **Embedded Exemptable Large Power Station**

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A **User** in respect of an **Embedded Exemptable Large Power Station** shall (unless **NGC** agrees otherwise in writing, such agreement not to be unreasonably withheld or delayed), once it has acceded to the **CUSC Framework Agreement** continue to remain a **CUSC Party** and shall not be treated as a **Dormant CUSC Party** notwithstanding the provisions of Paragraph 5.1.1.