



edf
ENERGY
networks

**AGREEMENT
FOR
CONNECTION
TO
EDF ENERGY NETWORKS (EPN) plc
DISTRIBUTION SYSTEM**

Agreements Manager
EDF Energy Networks Ltd
Energy House
Carrier Business Park
Hazelwick Avenue
Three Bridges
Crawley
West Sussex
RH10 1EX

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BETWEEN

(1) EDF Energy Networks (EPN) plc
Company Number 02366906
40 Grosvenor Place
Victoria
London
SW1X 7EN
("EDF Energy")

AND

(2) A n Other Ltd
Any Number
Any Street
Any Town
Any Country
("the Customer")

WHEREAS:-

- A. EDF Energy is the holder of a Licence to distribute electricity granted pursuant to Section 6 of the Electricity Act 1989.
- B. The Customer has requested that the Customer's Installation be Connected and remain Connected to EDF Energy's Distribution System at the Exit Points and EDF Energy has agreed to such Connection in accordance with the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

1.1 In the Agreement except where the context otherwise requires the following expressions shall have the meanings set opposite them: -

"Act" the Electricity Act 1989.

"Agreement" the agreement for Connection of the Customer's Installation to the Distribution System made between the Customer and EDF Energy incorporating these terms and conditions and the Appendices thereto.

"Appendices" the Appendix 1 and Appendix 2 to the Agreement.

"Appropriate Meter" a meter so described in Schedule 7 of the Act.

"Authority" means the Gas and Electricity Markets Authority as established by Section 1 of the Act.

"Authorised Supplier" a person who is the holder of a licence to supply electricity under the Act or exempt from the requirement to hold such a licence under the Act.

"Balancing and Settlement Code or BSC" means the Balancing and Settlement Code dated 14th August 2000, including all Party Services Lines and BSC Procedures (as therein defined) made under it.

"Commencement Date" the date set out in paragraph 3b of Appendix 1 or if later the date upon which all of the conditions set out in **Clause 3** are satisfied.

"Competent Authority" includes the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or of the European Union.

"Connection and Use of System Code" means the agreement envisaged in Condition 10B of NGC's Transmission Licence and/or any Connection and Use of System Code established pursuant to NGC's Transmission Licence which replaces such agreement in whole or part.

"Connection Equipment" that part of EDF Energy equipment which has been or is to be provided and installed by EDF Energy for the purposes of providing a Connection at the Exit Point listed in Appendix 1.

"Connect" the installation of the Connection Equipment in such a way that subject to Energisation an electrical current may flow through the Exit Point between the Distribution System and the Customer's Installation and cognate expressions shall be construed accordingly.

"Construction Contract" the contract to which EDF Energy is a party by which it has contracted *inter alia* to construct all (or part) of the Connection Equipment and to adopt the same.

"Customer's Installation" any Electrical Plant and/or Electric Line (not being EDF Energy's Equipment) and/or any Premises used or to be used by the Customer and Connected or to be Connected to the Distribution System including, where appropriate, generating plant.

"De-Energisation" the movement of any switch or the removal of any Electric Line and/or Electrical Plant or any fuse or the taking of any other step whereby no electrical current can flow through the Exit Point between the Distribution System and the Customer's Installation and cognate expressions shall be construed accordingly.

"DGNU Payment" the 'Distributed Generation Network Unavailability Payment' compensation mechanism created by the Authority to make compensation payments for network outages experienced by customers with Distributed Generation and implemented according to the arrangements set out in the Company's published 'Statement of the Use of System Charging Methodology for EDF Energy's Electricity Distribution Systems';

"Directive" includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force.

"Distribution Code" the distribution code referred to in the Licence.

"Distribution System" the system for the distribution of electricity as the same is defined in the Licence and belonging to EDF Energy.

"EDF Energy's Equipment" the Electrical Plant and/or Electric Line and/or other parts of the Distribution System and/or any other property or rights of EDF Energy.

"EDF Energy's Premises" any land or buildings belonging to EDF Energy in which any of the Customer's Installation is to be installed or is for the time being situate.

"Electric Line" means any line which is used for carrying electricity for any purpose and includes, unless the context otherwise requires:

- i) any support for any such line, that is to say, any structure, pole or other thing in, on, by or from which any such line is or may be supported, carried or suspended;
- ii) any apparatus connected to any such line for the purpose of carrying electricity; and
- iii) any wire, cable, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with such line;

"Electrical Plant" means any plant, equipment, apparatus or appliance used for, or for purposes connected with the generation, transmission, distribution or supply of electricity other than:

- i) an Electric Line;
- ii) Metering Equipment;
- iii) an electrical appliance under the control of any Person not being EDF Energy;

"Energisation" the movement of any switch or the insertion of any Electric Line and/or Electric Plant or any fuse or the taking of any other step whereby an electrical current may flow through the Exit Point between the Distribution System and the Customer's Installation and cognate expressions shall be construed accordingly.

"Exit Point" a point of Connection listed in Appendix 1 at which upon Energisation an electrical current may flow between the Distribution System and the Customer's Installation and which are identified by unique MPAN (Metering Point Administration Numbers) for each Exit Point in respect of import metering and export metering of electricity through that Exit Point.

"First Date for Reduction," means for Maximum Import Capacity the date shown as such in paragraph 3-(c) (ii) of Appendix 1 and for Maximum Export Capacity the date shown as such in paragraph 3-(c) (iv) of Appendix 1.

"Force Majeure" any event or circumstance which is beyond the reasonable control of and which results in or causes the failure of a Party to perform any of its obligations under this Agreement 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 any Electric Line and/or Electrical Plant, to the extent that any such event or circumstance could not have been prevented by the application of Good Industry Practice by the Party that has failed to perform its obligations under this Agreement, and also including governmental restraint, Act of Parliament, other legislation, bye law, and Directive (not being any order, regulation or direction under Section 32, 34 or 35 of the Act) or the failure of any generator or NGC to provide EDF Energy with electricity or any deficiency in such provision. Lack of funds shall not be interpreted as a cause beyond a Party's reasonable control.

"Good Industry Practice" 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.

"kVA", "kVARh", "kW" and "kWh" kilovoltamperes, kilovoltamperes reactive hours, kilowatts and kilowatt hours respectively.

"Licence" the licence granted to EDF Energy under Section 6(1)(c) of the Act.

"Material Effect" an effect causing a Party to effect any works or to alter the manner of operation of EDF Energy's Equipment or Customer's Installation (as the case may be) which in either case involves that Party in expenditure of more than £1,000 or such other sum as may be agreed between the Parties from time to time in accordance with **Clause 21**, and cognate expressions shall be construed accordingly.

"Maximum Export Capacity" the maximum export capacity of electricity expressed in kVA to flow through the Exit Point from the Customer's Installation to the Distribution System as specified in Appendix 1, and as amended in accordance with the provisions of **Clause 13** hereof.

"Maximum Import Capacity" the maximum import capacity of electricity expressed in kVA to flow through the Exit Point from the Distribution System to the Customer's Installation as specified in Appendix 1, and as amended in accordance with the provisions of **Clause 13** hereof.

"Meters" the metering equipment, other measuring equipment and apparatus used to measure the kWh, kVARh, kW and/or kVA demand at the Exit Point.

"Meter Operator" the Person appointed by the Customer or the Authorised Supplier to operate, maintain and where appropriate, install, supply and/or renew the Meters.

"Modification" any actual or proposed replacement, renovation, modification, alteration or construction by or on behalf of a Party to EDF Energy's Equipment or the Customer's Installation or the manner of its operation at the Exit Point which has or will have a Material Effect on the other Party at the Exit Point.

"Modification Notification" EDF Energy's request under Clause 5.5 that the Customer consult with it in connection with its proposed Modification.

"Modification Offer" an offer by EDF Energy to the Customer of terms for Connection made pursuant to **Clause 5** in relation to any proposed Modification at or effecting the Exit Point including any revision or extension of such offer.

"MPAN" metering point administration number being a unique reference for the metering of electricity consumed (imported) into a particular Exit Point or a unique reference for the metering of electricity produced (exported) from a particular Exit Point.

"NGC" means the National Grid Company plc.

"Outage" an interruption to the supply of electricity through the Distribution System.

"Party" each person for the time being and from time to time party to this Agreement and any successor(s) in title to, or permitted assign(s) of, such person.

"Person" includes any company, firm, partnership, association, body corporate or individual.

"Property Documents" means the documents listed in Schedule 12 of Appendix 2.

"Regulations" The Electricity Safety, Quality and Continuity Regulations 2002 and any other regulations under Section 29 of the Act.

"Site" includes any land, building or structure of the Customer in which any EDF Energy Equipment is installed including those premises specified in Appendix 1.

"Technical Conditions" means the technical conditions shown in Appendix 2 setting out (i) conditions deemed by EDF Energy as necessary for the interconnected operation any part of the Customer's Installation used for generating electricity and (ii) conditions deemed by EDF Energy as necessary for interconnected operation of any alternative sources of electrical energy with the Distribution System and (iii) any other specific conditions deemed by EDF Energy as necessary for the connection operation and management of the Connection(s) specified in this Agreement.

"Transmission Licence" means the licence granted under Section 6(1) (b) of the Act, the authorised area of which is England and Wales, as amended from time to time.

"Working Day" any day other than Saturday, Sunday, or any public holiday.

- 1.2** In this Agreement any reference to the word "including" is to be construed without limitation.
- 1.3** Any reference to a statute, statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.
- 1.4** Any reference in this Agreement to another agreement or any deed or other instrument shall be construed as a reference to that other agreement, deed or other instrument as the same may have been, or may from time to time be, amended, varied, supplemented or novated.
- 1.5** Any reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural and vice versa in each case.
- 1.6** Reference to a **Clause, Appendix or Schedule** is to a **Clause, Appendix or Schedule** in this Agreement. **Clause** headings are for ease of reference only.

2. CONNECTION

This Agreement governs the terms upon which the Customer's Installation is Connected and may remain Connected to the Distribution System at the Exit Point with effect from the Commencement Date, and supersedes any prior agreements or arrangements made or deemed to have been made between EDF Energy and the Customer (other than the Construction Contract) in respect of the Exit Point and the Customer's Installation.

3. THE CUSTOMER'S RIGHT TO BE AND REMAIN CONNECTED

3.1 Subject to the terms of this Agreement the Customer shall have the right for the Customer's Installation to be Connected and to remain Connected to the Distribution System at the Exit Point.

3.2 The right to be Connected and remain Connected does not include the right to be and remain Energised. The right of the Customer for the Exit Point to be and remain Energised is conditional upon:-

- (A) evidence being given to EDF Energy in a form reasonably satisfactory to it that an Authorised Supplier has entered into an agreement with the Customer for the supply of electricity to the Customer and an agreement between that Authorised Supplier and EDF Energy has been entered into for use of EDF Energy's Distribution System and, if the said supplier is not a party to the Balancing and Settlement Code, an agreement has been entered into between that supplier and an Authorised Supplier (who is a party to such code) who has entered into an agreement with EDF Energy for the use of its Distribution System; and
- (B) the Customer agreeing observing and complying with the Technical Conditions set in Appendix 2 where the Customer's Installation includes generating plant or an interconnection with any alternative sources of electrical energy in either case not falling within paragraph 22 of the Regulations and in any other circumstances which necessitate the setting of Technical Conditions upon the Customer's Installation and associated Exit Points as specified in this Agreement; and
- (C) the agreements in **Clauses 3.2(A)** and **(B)** continuing in full force and effect; and
- (D) an Appropriate Meter having been installed at the Exit Point; and
- (E) a Meter Operator having been appointed under the terms of an agreement in the form approved by the Authority, by EDF Energy; and
- (F) the Customer complying with the terms of this Agreement.
- (G) EDF Energy and the counter-party to the Construction Contract having performed their respective obligations under that contract.
- (H) EDF Energy at all times being entitled without cost to it to:-
 - a. occupy the Site; and
 - b. exercise the rights created by the Property Documents

and upon the expiry or termination of the rights created thereby for so long thereafter upon the same terms as are contained in the Property Documents as Connection of the Customer's Installation (to whomsoever the same may from time to time belong) to the Distribution System may be required and lawfully continued.

- 3.3** EDF Energy shall De-Energise the Exit Point as soon as reasonably practicable after being instructed to do so by the Customer or by the Authorised Supplier referred to in **Clause 3.2(A)**, and shall act in accordance with Good Industry Practice in relation to such De-Energisation.
- 3.4** EDF Energy may De-Energise the Exit Point at any time if:-
- (A) it is instructed to do so by NGC pursuant to the terms of the Connection and Use of System Code; or
 - (B) it is required to do so pursuant to Balancing and Settlement Code; or
 - (C) any of the conditions referred to in **Clause 3.2** cease to be satisfied; or
 - (D) EDF Energy is entitled to do so in accordance with the Regulations; or
 - (E) it is otherwise permitted to do so under the terms of this Agreement, but EDF Energy shall at all times act in accordance with Good Industry Practice in relation to such De-Energisation.
- 3.5** This Agreement does not give the Customer any right to a supply of electricity or to use the Distribution System, and, subject to the provisions of the Distribution Code EDF Energy shall be entitled to plan and execute Outages in connection with the performance of its statutory functions at any time and from time to time.
- 3.6** At such time as the Exit Point is Energised in accordance with the terms of this Agreement, the characteristics of the supply of electricity delivered at the Exit Point shall be those specified in Appendix 1, subject to such variations as may be permitted by the Regulations.
- 3.7** If the Exit Point is De-Energised, the Customer shall pay to EDF Energy any costs reasonably incurred by EDF Energy in carrying out such De-Energisation and any subsequent Re-Energisation.
- 3.8** EDF Energy shall Re-Energise (i) as soon as reasonably practicable after being so requested by written notice from the Customer or the Authorised Supplier (in the case of a De-Energisation pursuant to Clause 3.3); or (ii) (in the case of any other De-Energisation) within 21 days (or earlier if reasonably practicable) of it being satisfied that the circumstances that lead to De-Energisation no longer prevail.
- 4. PAYMENT OF CHARGES**
- 4.1** The Customer shall pay any amounts due under this Agreement within 14 days of the same being invoiced. If any amount remains unpaid after the due date, EDF Energy shall (in addition to any other rights and/or remedies available to it) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base lending rate of HSBC Bank plc.
- 4.2** All amounts mentioned herein as payable by the Customer under this Agreement are exclusive of Value Added Tax (if any) and EDF Energy may add to such amounts Value Added Tax at the rate applicable thereto from time to time.
- 4.3** IF EDF Energy shall become liable to pay any sum to the Customer under the terms of this Agreement and such sum shall remain unpaid for 21 days after the due date EDF Energy shall pay interest upon such sum at a rate of 3% over the base lending rate of HSBC Bank plc from the date upon which payment was due until the date upon which payment is made.

4.4 Without prejudice to Clause 3.2 (H) if EDF Energy shall cease to be entitled to occupy the Site and/or exercise the rights in any of the Property Documents upon their terms all the costs and expenses to be incurred by EDF Energy in securing any permissions rights and/or any interests in land to enable it to provide a Connection of the Customer's Installation to the Distribution System shall be borne in advance by the Customer as shall all costs arising from the removal and/or de-commissioning of any Electric Lines and/or Electrical Plant used in providing a Connection to the Distribution System.

5. MODIFICATIONS

5.1 No Modification may be made by or on behalf of either Party otherwise than in accordance with the provisions of this **Clause 5**.

5.2 Where the Customer wishes to make a Modification it shall complete and submit to EDF Energy an application for a Modification and comply with the terms thereof.

5.3 EDF Energy shall make a Modification Offer to the Customer as soon as practicable and (save where the Authority consents to a longer period) in any event not more than 3 months after receipt by EDF Energy of the application for a Modification. The Modification Offer shall include the terms upon which any work is to be carried out and the form of any proposed variations EDF Energy requires to this Agreement and its Appendices. During such period the Parties shall discuss in good faith the implications of the Modification proposed in the application for a Modification.

5.4 The Modification Offer made by EDF Energy in response to the application for a Modification will be open for acceptance in accordance with its terms for 3 months from its date of despatch to the Customer. If the Modification Offer is accepted by the Customer this Agreement shall be varied to reflect the terms of the Modification Offer and the Modification shall have effect subject to the terms of this Agreement as so varied.

5.5 EDF Energy may make a Modification to its Distribution System whether at or remote from the Exit Point without the consent of the Customer. If the Customer's interests may in the discretion of EDF Energy be Materially Effected EDF Energy shall, before making any such Modification, consult with the Customer and the Parties shall negotiate in good faith any amendments to this Agreement which they consider necessary as a result of the proposed Modification.

5.6 Subject to the payment of its reasonable charges, if any, as provided in this **Clause 5** EDF Energy undertakes to the Customer to provide all advice and assistance reasonably requested by the Customer to enable the Customer adequately to assess the implications including the feasibility of making a Modification to the Customer's Installation (whether such Modification is to be made at the request of EDF Energy or the Customer). If the proposed Modification by the Customer is or may be required as a result of a Modification proposed by EDF Energy, then EDF Energy shall provide such advice and assistance free of charge. If the proposed Modification is or may be proposed by the Customer, EDF Energy may charge the Customer such amount as is reasonable in all the circumstances for such advice and assistance. The provision of such advice and assistance shall be subject to the terms of this Agreement.

5.7 EDF Energy shall have no obligation to compensate the Customer for the cost and expense of any Modification required to be made by the Customer (or loss or expense suffered by it until such Modification has been made) as a result of any Modification by EDF Energy.

6. LIMITATION OF LIABILITY

6.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.

6.2 Subject to **Clause 6.6** and save as provided in this **Clause 6.2** and **Clause 6.3** neither Party (the "Party Liable") nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement, breach of statutory duty, any Tortious (including negligent) act or omission is limited to the loss that directly results from such a breach and/or its tortious (including negligent) act or omission which at the Commencement Date was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such a breach and/or tortious (including negligent) act or omission and which resulted from:-

- (A) physical damage to the property of the other Party, its officers, employees or agents; and/or
- (B) the liability of such other Party to any third party for loss arising from physical damage to the property of that third party.

Provided that:-

- (i) in respect of liability under **Clause 6.2(A)** above the liability of EDF Energy in respect of claims for such loss or damage shall not exceed the sum of £1 million per incident or series of related incidents;
- (ii) in respect of liability under **Clause 6.2(B)** above the liability of EDF Energy in respect of claims for such loss or damage shall not exceed the sum of £1 million in respect of each such third party per incident or series of related incidents.

Provided further that EDF Energy shall be entitled to deduct from any sums payable by way of compensation for loss or damage under this Agreement, any sums payable by EDF Energy under this agreement for use of the Distribution System referred to in **Clause 3.2(A)** above in respect of such loss or damage suffered by the Customer, its officers, employees or agents.

6.3 Nothing in this Agreement shall exclude or limit the liability of the Party liable for death or personal injury resulting from the negligence of the Party liable or any of its officers, employees or agents and the Party liable shall indemnify and keep indemnified the other Party, its officers, employees or agents from and against all such and any loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party liable or any of its officers, employees or agents.

6.4 Subject to **Clause 6.6** neither Party, nor its officers, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

- (A) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
- (B) any indirect or consequential loss, or
- (C) loss resulting from the liability of such other Party to any other person howsoever and whensoever arising save as provided in **Clause 6.3**.

6.5 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Party liable to the same extent from all duties, liabilities, responsibilities or obligations provided

by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.

6.6 Save as otherwise expressly provided in this Agreement, this **Clause 6** insofar as it excludes or limits liability shall override any other provision of this Agreement, provided that nothing in this **Clause 6** shall exclude or restrict or otherwise prejudice or affect any of:

- (A) the rights, powers, duties and obligations of either Party which are conferred or created by the Act, the Licence, or the Regulations; or
- (B) the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, the Licence or otherwise howsoever.

6.7 Each of the **Clauses** of this **Clause 6** shall:

- (A) be construed as a separate and severable contract term, and if one or more of such **Clauses** is held to be invalid, unlawful or otherwise unenforceable the other or others of such **Clauses** shall remain in full force and effect and shall continue to bind the Parties; and
- (B) survive termination of this Agreement.

6.8 Each of the Parties agrees that the other Party holds the benefit of **Clauses 6.2** and **6.3** and **6.4** above for itself and as trustee and agent for its officers, employees and agents.

6.9 EDF Energy shall have no liability to the Customer to pay to any person the DGNU Payment other than in respect of the Premises listed in schedule 10 of Appendix 2.

6.10 EDF Energy's liability to the Customer to pay to any person the DGNU Payment in respect of the Premises listed in schedule 10 of Appendix 2 shall be limited as provided in schedule 11 thereof.

7. THE CUSTOMER'S INSTALLATION AND EQUIPMENT

7.1 The Customer shall ensure compliance at all times with the Regulations and any statutes, statutory instruments, regulations or orders in respect of the Customer's Installation which are binding on the Customer.

7.2 Save where express written representations are made by EDF Energy, neither by inspection, if any, or non-rejection, nor in any other way, does EDF Energy give any warranty, express or implied, as to the adequacy, safety, or other characteristics of the Customer's Installation and EDF Energy shall not be responsible therefore.

7.3 The Customer hereby acknowledges that EDF Energy may use switchgear with auto-reclosing facilities, and that the Customer's Installation should be designed so as not to suffer damage through the operation of such facilities and that EDF Energy accepts no liability for such damage to the extent (if any) such damage is attributable to the Customer's failure to so design the Customer's Installation.

7.4 If the Customer receives a supply of electricity from the Distribution System for the operation of any equipment which adversely effects or impairs voltage regulation or impairs the distribution of electricity to the Customer or others to whom electricity is distributed by the Distribution System (or in the reasonable opinion of EDF Energy may do so) the Customer shall, at its own expense, remedy the condition in a manner deemed adequate in the reasonable opinion of EDF Energy and if the condition is not remedied within the specified time, by EDF Energy in its notice to the Customer of such condition EDF Energy may at any time De-Energise the Exit Point until such condition has been so remedied and the Customer shall pay to EDF Energy the full amount of all reasonable costs, losses and expenses caused to EDF Energy effecting such De-Energisation and/or by the adverse effects or impairment of voltage regulation or disruption aforesaid.

7.5 Subject to Clause 5 the Customer shall not Connect any electricity generating plant or any alternative source of electrical energy to the Distribution System directly or indirectly without the prior written consent of EDF Energy and such consent if granted may be conditional upon *inter alia* the Customer agreeing Technical Conditions as shall be set out in Appendix 2 of this Agreement. Where the Customer possesses an emergency back-up electricity generation plant, it may utilise such plant at such times if a supply of electricity is not available from the Distribution System provided that it first isolates such generating plant from the Distribution System by De-Energising the Exit Point.

8. POWER FACTOR AND PHASE BALANCE

8.1 Unless required by EDF Energy (which requirement shall be recorded in writing) the Customer shall at all times maintain the power factor at which it takes any supply of electricity at or as near to unity as practicable but in any case at not less than 0.9 lagging. If the power factor at which the Customer receives any supply of electricity is or may at any time be "leading", the Customer shall forthwith notify EDF Energy in writing and shall comply with any limits required by EDF Energy to restore the power factor to unity. The Customer shall comply at its own expense with such requirements as EDF Energy may make for the installation by the Customer at the Site of such apparatus as shall ensure that the such requirements are met.

8.2 Where a supply of electricity is provided in two or more phases, the Customer shall ensure as far as it is reasonably practicable to do so that the demand is at all times balanced between the phases.

8.3 If the Customer fails to comply with **Clause 8.1** or **8.2** EDF Energy may in its reasonable discretion De-Energise the Exit Point until the causes of the failure are remedied. If the Customer is unable to effect a remedy, EDF Energy may require a Modification to which the terms of Clause 5 shall apply.

9. COMPLIANCE WITH DISTRIBUTION CODE

9.1 The Parties undertake with each other to comply with all provisions of the Distribution Code applicable to them, except to the extent that any derogation from the Distribution Code is set out in Appendix 1.

9.2 In the event of any conflict between this Agreement and the Distribution Code the Distribution Code shall prevail.

10. EDF ENERGY EQUIPMENT AND CUSTOMER'S INSTALLATION

10.1 Each Party shall ensure that its agents, employees and invitees do not without the written consent of the relevant party interfere with EDF Energy's Equipment or the Customer's Installation.

10.2 The obligations contained in **Clause 10.1** shall be suspended if action has to be taken in an emergency to protect the health and safety of persons or to prevent damage to property or to preserve or protect the Distribution System, in which case interference in order to protect the health and safety of such persons or to prevent such damage or preserve or protect the Distribution System shall be allowed.

11. RIGHTS OF ACCESS

- 11.1** Subject to **Clause 11.2**, each Party shall procure that such employees and/or agents and/or sub-contractors and/or invitees of the other as are reasonably necessary shall be entitled to enter the Site or EDF Energy's Premises (as the case may be) at convenient times and upon reasonable notice in writing for the purpose of the carrying out of Connection or Modification under **Clauses 3 or 5**, inspecting, testing, repairing, renewing, maintaining, isolating, protecting or removing EDF Energy's Equipment or, where appropriate, the Customer's Installation or any part thereof, reading of meters and lawfully De-Energising the Exit Point and for any other purpose required for the operation of the Distribution System and shall be given safe and unobstructed access thereto. In particular the provisions as to the rights of access specified in paragraphs 4, 5, 6, 7 and 8 of Schedule 6 of the Act shall apply to this Agreement. Any individuals to whom access is given pursuant to this **Clause 11** shall comply with all reasonable directions given by EDF Energy or the Customer (as the case may be) and its appropriately authorised employees and agents as to general safety and site security requirements and, where a Meter Operator other than EDF Energy has been appointed, access shall be subject to such conditions as are set out in the agreement between the Meter Operator and EDF Energy for such access.
- 11.2** In the case of an emergency, access to the Site or EDF Energy's Premises shall be given to the other Party, its agent, sub-contractor, and/or invitee at all times, and notice in writing will not be required in the case of emergency and/or inspecting, testing, reading of meters and/or operation of the Distribution System.

12. METERS

- 12.1** The Customer shall ensure that the conditions set out in **Clauses 3.2(D) and (E)** continue to be satisfied during this Agreement.
- 12.2** The Customer shall at all times permit EDF Energy and the Meter Operator to install any Meters as may be reasonably required on the Site and shall allow EDF Energy and the Meter Operator access to such Meters in accordance with the provisions of **Clause 11** and shall refrain from interfering with any Meters and the immediate Connections to such Meters in accordance with the provisions of **Clause 11**.

13. LIMITATION OF DEMAND AND EXPORT

- 13.1** The Customer shall not at any time take electricity through the Exit Point exceeding the Maximum Import Capacity. In the event that the Maximum Import Capacity is exceeded, EDF Energy may give written notice to the Customer requiring it to reduce its demand below Maximum Import Capacity. If the Customer has not complied with such requirements within three days of receipt of such written notice, EDF Energy reserves the right to De-Energise the Exit Point until such time as the Customer is able to satisfy EDF Energy that the Maximum Import Capacity will not be exceeded if the Exit Point is Re-Energised or that pursuant to **Clause 5** arrangements have been made for a Modification.
- 13.2** Where the Customer operates generating plant which exports electricity onto the Distribution System through the Exit Point the Customer shall not operate the generating plant in such a way that the Maximum Export Capacity is exceeded. In the event that the Maximum Export Capacity is exceeded EDF Energy may give notice in writing requiring the Customer to reduce its export demand below the Maximum Export Capacity. If the Customer has not complied with such requirement in three days of receipt of such written notice, EDF Energy reserves the right to De-Energise the Exit Point until such time as the Customer is able to satisfy EDF Energy that the Maximum Export Capacity will not be exceeded if the Exit Point is Re-Energised or that pursuant to Clause 5 arrangements have been made for a Modification.
- 13.3** Where either the Maximum Import Capacity or the Maximum Export Capacity is exceeded the Customer shall pay to EDF Energy the reasonable additional costs incurred by EDF

Energy as a result thereof, including the costs of De-Energising the Exit Point pursuant to **Clause 13.1 or Clause 13.2** and any subsequent Re-Energisation.

- 13.4** The Customer may vary either the Maximum Import Capacity or the Maximum Export Capacity by decreasing the same by giving 28 days' notice in writing thereof to EDF Energy except where such variation requires a Modification to be carried out by EDF Energy. Where a Modification is required, the Parties will proceed in accordance with the provisions of **Clauses 5.2, 5.3 and 5.4.**
- 13.5** No notice served pursuant to **Clause 13.4** to reduce either the Maximum Import Capacity or the Maximum Export Capacity shall take effect earlier than the relevant earliest date for reduction in capacity (if any) specified in Appendix 1.
- 13.6** The Customer shall not alter the Maximum Import Capacity more than once in any 12 month period save as provided in **Clause 13.1** and the Customer shall not alter the Maximum Export Capacity more than once in any 12 month period save as provided in **Clause 13.2.**

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1** Subject to **Clause 14.2** below, the Customer shall not assign its benefit or burden under this Agreement without the prior written consent of EDF Energy, such consent not to be unreasonably withheld or delayed unreasonably.
- 14.2** The Customer may assign or charge its benefit under this Agreement in whole or in part by way of security.
- 14.3** Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Agreement including activities envisaged by the Distribution Code without the prior consent of the other. The sub-contracting by EDF Energy or the Customer of the performance of any obligations or duties under this Agreement or of any activities envisaged by the Distribution Code shall not relieve EDF Energy or the Customer (as the case may be) from liability for performance of such obligation or duty.

15. TERM, EVENTS OF DEFAULT AND TERMINATION

- 15.1** This Agreement shall continue until terminated in accordance with this **Clause 15.**
- 15.2** In the event that:-
- (A)** the Customer shall fail to pay (other than by inadvertent error in funds transmission which is discovered by EDF Energy, notified to the Customer and corrected within 2 Working Days thereafter or is not the subject of a bona fide dispute) any amount properly due or owing from it pursuant to the terms of this Agreement and such default has not been remedied within the period of 7 Working Days immediately following receipt by the Customer of written notice from EDF Energy of such non-payment; or
 - (B)** the Customer shall fail in any material respect to perform or comply with any of the obligations expressed to be assumed by it under this Agreement and (if it is capable of remedy) it is not remedied to the reasonable satisfaction of EDF Energy within 30 days of receiving written notice from EDF Energy of the occurrence thereof and requiring the same to be remedied; or
 - (C)**
 - (1)** an interim order or bankruptcy order is made in respect of the Customer under the Insolvency Act 1986 or a voluntary arrangement is proposed in respect of him; or
 - (2)** an order of the High Court is made or an effective resolution passed for the insolvent winding up or dissolution of the Customer; or

- (3) A receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of the assets or undertaking of the Customer is appointed; or
- (4) an administration order under Section 8 of the Insolvency Act 1986 is made or if a voluntary arrangement is proposed under Section 1 of that Act in respect of the Customer; or
- (5) the Customer enters into any scheme or arrangement (other than for the purpose of re-construction or amalgamation upon terms and within such period as may previously have been approved in writing by EDF Energy); or
- (6) the Customer is unable to pay its debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986, and

in any such case within 28 days of his appointment the trustee in bankruptcy, liquidator, receiver, administrative receiver, administrator, nominee or other similar officer has not provided to EDF Energy a guarantee of future performance by the Customer of the Agreement in such form and amount as EDF Energy may reasonably require, such event shall become an event of default when EDF Energy declares by notice in writing to the Customer that such event has become an event of default provided that at that time the event of default has not been remedied.

- 15.3** Once EDF Energy has given notice of an event of default pursuant to **Clause 15.2** this Agreement shall terminate and, without prejudice to the other rights and remedies of EDF Energy, EDF Energy may at anytime thereafter De-Energise the Exit Point.
- 15.4** The Customer may terminate this Agreement in accordance with this **Clause 15** by giving EDF Energy notice in writing over such period as is reasonably agreed by the parties and in any case not less than 3 months' notice.
- 15.5** Upon termination of this Agreement the Customer shall allow EDF Energy at its sole option to enter the Site in order to remove EDF Energy's Equipment and shall pay to EDF Energy all sums then due and payable or accrued due under this Agreement and any costs reasonably incurred by EDF Energy in De-Energising the Exit Point and removing EDF Energy's Equipment.

16. FORCE MAJEURE

If either Party shall be unable to carry out any of its obligations under this Agreement due to a circumstance of Force Majeure this Agreement shall remain in effect but save as otherwise provided herein both Parties' obligations other than any obligation as to payment of charges shall be suspended without liability 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; and
- (B) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure, and
- (C) the non-performing Party uses all reasonable efforts to remedy its inability to perform.

17. NON-WAIVER

- 17.1** None of the provisions of this Agreement may be considered to have been waived by either Party except when such waiver is given in writing.

17.2 No delay by or omission of either Party in exercising any right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy.

18. ENTIRE AGREEMENT

This Agreement, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect thereto and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or warranty or other undertaking not fully reflected in the terms of this Agreement, and no amendment, modification or substitution hereto shall be effective unless executed in writing by both Parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales.

19.2 Each Party agrees that without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other Party notice) may be served on any Party by being delivered to or left for that Party at its address for service of notices under Clause 23 and each Party undertakes to maintain such an address at all times in the United Kingdom and to notify the other Party in writing in advance of any change from time to time of the details of such address.

20. DISPUTES RESOLUTION

20.1 Save where expressly stated in this Agreement to the contrary, and subject to any contrary provision of the Act, any licence issued pursuant to the Act or the Regulations, or the rights, powers, duties and obligations of the Authority or Secretary of State under the Act, any such licence or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under out of or in connection with this Agreement between the Parties shall be and is hereby referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time.

20.2 Whatever the nationality residence or domicile of either Party and wherever the dispute or difference or any part thereof arose the law of England shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.

20.3 Subject always to **Clause 20.5**, if any third party brings any legal proceedings in any court (to which the Civil Procedure Rules 1998 as amended applies) against any Party (the "defendant Party") and the defendant Party wishes to make a third party claim (as defined in **Clause 20.4**) against the other Party which would but for this **Clause 20.3** have been a dispute or difference referred to arbitration by virtue of **Clause 20.1** then, notwithstanding the provisions of **Clause 20.1** which shall not apply and in lieu of arbitration, the court in which the legal proceedings have been commenced shall hear and completely determine and adjudicate upon the legal proceedings and the third party claim not only between the third party and the defendant Party but also between either or both of them and the other Party whether by way of third party proceedings (to which the Civil Procedure Rules 1998 as amended applies) or otherwise as may be ordered by the court.

20.4 For the purpose of this **Clause 20** "third party claim" shall mean:-

(A) any claim by a defendant Party against the other Party (whether or not already a party to the legal proceedings) for any contribution or indemnity; or

- (B) any claim by a defendant Party against the other Party for any relief or remedy relating to or connected with the subject matter of the legal proceedings and substantially the same as some relief or remedy claimed by the third party; or
- (C) any requirement by a defendant Party that any question or issue relating to or connected with the subject matter of the legal proceedings should be determined not only as between the third party and the defendant Party but also as between either or both of them and the other Party (whether or not already a party to the legal proceedings).

20.5 **Clause 20.3** shall apply only if at the time the legal proceedings are commenced no arbitration has been commenced between the defendant Party and the other Party raising or involving the same or substantially the same issues as would be raised by or involved in the third party claim. The tribunal in any arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.

21. VARIATIONS TO THE AGREEMENT

21.1 No variations to this Agreement shall be effective unless made in writing and signed by or on behalf of both Parties. Each Party shall effect any amendment required to be made to this Agreement by the Authority as a result of a change in the Licence or an order made pursuant to the Act or as a result of settling any of the terms hereof and the Customer hereby authorises and instructs EDF Energy to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.

21.2 Either Party shall at any time be entitled to propose variations to this Agreement by notice in writing to the other Party. EDF Energy and the Customer shall negotiate in good faith the terms of any such variation, but if a variation to this Agreement has not been agreed and put into effect within one month after it has been proposed, either party shall be entitled to refer the matter to the Authority, pursuant to Condition 4 of the Licence, as if the variation were a new agreement as referred to in that condition. The Parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this Agreement as shall be necessary to give effect to any variation agreed or so determined.

22. SAVINGS CLAUSE

If any provision of this Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Communities or by order of the Secretary of State such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

23. NOTICES

23.1 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and either delivered personally or by first class post or facsimile.

23.2 The required address or facsimile number for a Party for the purposes of this **Clause** shall be the address or facsimile number specified for such purpose in Appendix 1.

23.3 A notice or other form of communication shall be deemed to have been served as follows:

- (A) if given or delivered personally at the time when given or delivered;
- (B) if sent by pre-paid first class post at the expiration of forty-eight hours after the document was delivered into the custody of the postal authorities;

- (C) if sent by facsimile on acknowledgement by 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 Working Day following the day of acknowledgement.

In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed as set out above and delivered into the custody of the postal authorities as a pre-paid first class letter as the case may be.

24. THIRD PARTY RIGHTS

For the purposes of the Contract (Rights of Third Parties) Act 1999 the Parties acknowledge that:

- 24.1** This Agreement is intended and agreed to be for the benefit solely of the Parties and their lawful successors and permitted assigns and is not intended to and does not create or confer any right or benefit enforceable by any other person or third party: and
- 24.2** All or any of the provisions of this Agreement may be rescinded or varied by the Parties as provided in this Agreement in their entirety or in part without the consent of the need to give any notice to any person or third party not a party.

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APPENDIX 1 - GENERAL PARTICULARS OF THE CONNECTIONS

1. Address for notices

- (i) EDF Energy : EDF Energy Networks (EPN) plc
c/o Agreements Manager, EDF Energy Networks Ltd,
Energy House, Carrier Business Park, Hazelwick Avenue,
Three Bridges, Crawley, West Sussex, RH10 1EX
Telephone: 0808 1014131
Fax: 01293 577731
- (ii) Customer: at the Customer's address shown in the Agreement
Telephone: **[HERE]**
Fax: **[HERE]**

2. Except as set out in paragraph 3 below the characteristics of the connection(s) shall be as follows:

- (a) Characteristics of supply:
- (i) Number of Phases: Three phase
 - (ii) Current: Alternating current
 - (iii) Voltage: **[Enter Statutory Voltage kV ± 6% / +10%/-6%]**
 - (iv) Frequency: 50 Hertz ± 1%
- (b) Exit Point(s) (supply terminals): Either
- (i) where EDF Energy's service cable terminates in a cut-out fuse, the supply terminals are the outgoing terminals of the cut-out; or
 - (ii) where the connection is provided direct into a Customer's intake switch, the supply terminals are the incoming terminals of the Customer's intake switch.
 - (iii) where the supply is provided at high voltage, the supply terminals are the outgoing terminals of EDF Energy's metering switch fuse or metering circuit breaker.
- (c) Use of system tariff type: PUBLISHED RATES

3. Site details

- (a) Site address: **[HERE]**
- (i) Import MPAN(s) : **[HERE]**
 - (ii) Export MPAN(s) : **[HERE]**
- (b) Commencement Date : **[HERE]**
- (i) Maximum Import Capacity (kVA) : **[HERE]**
 - (ii) First date for Reduction on Import Capacity : **[HERE]**
 - (iii) Maximum Export Capacity (kVA) : **[HERE]**
 - (iv) First date for Reduction of Export Capacity : **[HERE]**

APPENDIX 2 - TECHNICAL CONDITIONS

Where technical conditions specified in this Appendix conflict with the body of this Agreement then to the extent that conflict exists the relevant technical condition or part of the relevant technical condition shall take precedence.

CONTENTS OF APPENDIX 2

- SCHEDULE 1 - EXIT POINT DETAILS
- SCHEDULE 2 - TECHNICAL SUPPLY CAPACITIES AND SOLE USE ASSETS
- SCHEDULE 3 - SITE RESPONSIBILITY SCHEDULES
- SCHEDULE 4 - SITE SPECIFIC OPERATING ARRANGEMENTS
- SCHEDULE 5 - SITE SPECIFIC TECHNICAL CONDITIONS
- SCHEDULE 6 - SITE GEOGRAPHIC PLANS
- SCHEDULE 7 - SITE OPERATIONAL DIAGRAMS
- SCHEDULE 8 - THE GENERATOR'S PLANT
- SCHEDULE 9 - TECHNICAL DEROGATIONS
- SCHEDULE 10 - DISTRIBUTED GENERATION CONNECTED TO CUSTOMER'S INSTALLATION
- SCHEDULE 11 - EXCLUSION AND LIMITATIONS OF LIABILITY FOR DISTRIBUTED GENERATION UNAVAILABILITY PAYMENT
- SCHEDULE 12 - PROPERTY DOCUMENTS

SCHEDULE 1 - EXIT POINT DETAILS

An additional part to this Schedule will be required for each additional premises to be supplied

PREMISE	<i>PREMISE NAME</i>		
EXIT POINT	<i>NAME OF EXIT POINT (repeat for premise with multiple exit points)</i>		
	Commencement Date at which this specific Exit Point is included in this Agreement		<i>DD/MM/YYYY</i>
	Grid Reference of Exit Point		
	Name of Feeding Company Substation		
	Frequency:	50Hz	Voltage: <i>## kV</i>
	Number of Phases:	3 phase	Current: Alternating
	Maximum Permitted Import Capacity	<i>###,### kVA</i>	Maximum Permitted Export Capacity

SPECIMEN

SCHEDULE 2 - TECHNICAL SUPPLY CAPACITIES AND SOLE USE ASSETS

Application Notes

Where the registration sheets show maximum technical capacities these are based solely on the capacity of the sole use plant and negative phase sequence voltage at the point of common coupling (PCC). The actual maximum capacities negotiated with the Customer will additionally take account of other loads on shared use plant and the obligations placed upon the Customer by the entirety of this Agreement.

Supply Point and Sole Use Assets Registration Sheet

Circuit Name:				
Distributor		EDF Energy Networks (EPN) plc		
Supply Voltage				
Normal NGC GSP:				
Point of Supply				
IMPORT Meter Point Association Numbers (MPANs)				
EXPORT Meter Point Association Numbers (MPANs)				
Capacity	Thermal			
Sole Use Cables	Voltage			
	Type & Length			
	Capacity (Rating)			
	Impedance			
	Date Commissioned			
Sole Use Switchgear	Make/Type			
	Capacity (Rating)			
	Date Commissioned			

SCHEDULE 3 - SITE RESPONSIBILITY SCHEDULES

PARTY RESPONSIBLE FOR ISSUE: EDF Energy

Abbreviations:

EDF	EDF Energy Limited and/or its authorised operatives.
CUST	CUSTOMER.
MOP	The licensed Meter Operator selected by Customer for the time being and/or its authorised operatives.

Party first named is primarily responsible, but second party to be consulted and where appropriate given opportunity to attend tests.

Party in brackets must always be consulted before switching takes place.

NOTES

- (1) Neutral Earthing Equipment to be maintained by party responsible for plant so earthed unless otherwise agreed.
- (2) "Isolating" and "Earthing" to show party responsible for all isolation and earthing required before work can be carried out on equipment defined in "Equipment" and "Equipment Ref." columns.
- (3) Any abnormal conditions to be reported to the EDF Energy Control Engineer.
- (4) EDF Energy Control has a list of consumers authorised to switch.
- (5) Issuing of Safety Documents does not include circuit state certificates. These will be issued by the appropriate party where necessary.

SITE NAME:								
Item of Plant/Apparatus	Owner	Site Manager	Safety		Operations		Statutory Inspections, Fault Investigation, Maintenance	Remarks
			Safety Rules	Control / Safety Coordinator	Operational Procedures	Control/ Responsible Person		

SPECIMEN

SCHEDULE 4 - SITE SPECIFIC OPERATING ARRANGEMENTS

GENERAL OPERATING ARRANGEMENTS FOR ALL SITES

1. DIVISION OF RESPONSIBILITY FOR CONTROL MAINTENANCE AND OPERATION

1(a) All [High Voltage] apparatus on EDF Energy's side of the Exit Point shall be controlled and operated by EDF Energy. Maintenance of all apparatus on EDF Energy's side of the Exit Points is EDF Energy's responsibility at EDF Energy's cost.

1(b) [High Voltage] apparatus on the Customer's side of the Exit Points shall be the responsibility of the Customer.

Drawings contained within Appendix 3, Schedule 7 indicate the operational boundaries which shall apply.

2. SWITCHING OPERATIONS ON COMPANY CONTROLLED APPARATUS

To comply with Regulation 12 of the Electricity at Work Regulations 1989, the Customer may, in an emergency, trip the outgoing circuit breaker by remote emergency tripping facility provided by EDF Energy but EDF Energy's Control Engineer must be informed immediately afterwards.

Energisation (or any subsequent Re-Energisation) or any non-emergency De-energisation of the Exit Point shall only be performed by EDF Energy's authorised staff to the direct instructions of EDF Energy's Control Engineer

Isolating and earthing operations on all high voltage apparatus controlled by EDF Energy shall only be performed by EDF Energy's authorised staff to the direct instructions of EDF Energy's Control Engineer.

3. WORK ON HIGH VOLTAGE EQUIPMENT

All work on high voltage apparatus controlled by EDF Energy shall be carried out in accordance with EDF Energy's Distribution Safety Rules and Operational Practice Manual utilising EDF Energy's Safety Documents.

Where such apparatus is capable of being energised from switchgear under the control of the Customer, the Customer shall provide EDF Energy with an Operation, Isolation and Earthing (OIE) Certificate* confirming actions taken to ensure safety and, where requested, demonstrate that the actions taken are appropriate in the circumstances.

All work on high voltage apparatus controlled by the Customer shall be carried out in accordance with the Customer's current arrangements OIE certificate(s) being provided by EDF Energy when necessary. When requested, any work by EDF Energy's staff shall be carried out under EDF Energy's/Approved Customer's Safety Document procedures utilising, where necessary, OIE certificate(s) provided by the Customer or EDF Energy.

* Form for OIE certificate can be provided.

GENERAL OPERATING ARRANGEMENTS FOR ALL SITES

4. LOCKING OF SWITCHGEAR

On all EDF Energy controlled switchgear, EDF Energy's locks shall be used to secure:

- (a) all opening facilities apart from those specified in paragraph 2 above,
- b) all closing facilities apart from those specified in paragraph 2 above,
- (c) all isolation and earthing facilities.

Responsibility for locking Customer controlled apparatus rests with the Customer.

5. IRREGULARITIES OF SUPPLY

All faults or irregularities on both EDF Energy's and Customer's high voltage equipment shall be reported immediately to EDF Energy's Control Engineer.

6. COMMUNICATION WITH THE CONTROL ENGINEER

EDF Energy's staff are on are on duty at all times in EDF Energy's Control Centre.

When speaking to EDF Energy's Control Centre the Customer's Representative should identify themselves and the substation they are calling about. Reports should be clear and concise.

EDF Energy's Control Centre can be contacted on 0800 783 8838

7. COMMUNICATIONS WITH THE CUSTOMER'S ENGINEERS

Customer's engineers may be contacted as follows:

[TO BE COMPLETED FROM CUSTOMER INFORMATION]

An additional part to this Schedule will be required where the Site or constituent Exit Points require specific operating arrangements that are additional or in place of the General Operating Arrangements For All Sites or to explicitly confirm no site specific operating arrangements exist.

OPERATING ARRANGEMENTS APPLICABLE TO THE ENTIRE CUSTOMER SITE

None

OPERATING ARRANGEMENTS APPLICABLE TO SPECIFIC EXIT POINTS	
EXIT POINT NAME	<i>NAME OF EXIT POINT (repeat for premise with multiple exit points)</i>
Operating Arrangements	None

SPECIMEN

SCHEDULE 5 - SITE SPECIFIC TECHNICAL CONDITIONS

GENERAL TECHNICAL CONDITIONS

1. The Customer must inform the EDF Energy of any connection of low voltage generation up to 16 Ampere per phase in advance or at the time of installation. The Customer must discuss and obtain prior consent from EDF Energy for any connection of generation at EHV, HV or at Low Voltage where the rating exceeds 16 Ampere per phase or where connection of multiple Low Voltage generation units up to 16 Ampere per phase is planned.

TECHNICAL CONDITIONS APPLICABLE TO THE ENTIRE CUSTOMER SITE

Generation Export and Operation Regime

The generation on this site is permitted to operate and permitted to export up to the Maximum Export Capacity stated in Appendix 1 at any time of day on any day, subject to directions and instructions as may be given by EDF Energy's Control Centre from time to time and as provided for by this Agreement.

Fault levels

The present calculated maximum 3 phase symmetrical fault current at EDF Energy's Equipment at the Connection Site is **[FAULT LEVEL]** kA without the Generator's generation. The Distribution System is designed for a 3 phase symmetrical fault level of **[FAULT LEVEL]** kA and the Generator's Plant should be designed to take account of the fault level rising to that level.

The Generator's calculated maximum 3-phase fault level contribution at the point of connection without the Distribution System is **[FAULT LEVEL]** kA Subtransient and **[FAULT LEVEL]** kA Transient. EDF Energy's connections have been designed on the basis of this data which has not been checked by EDF Energy.

Synchronisation

The Generator must notify EDF Energy's Operations Centre in respect of any operation or event, as follows:-

1. In accordance with the requirements set out in the Distribution Code DOC7:
2. Prior to first synchronisation of the first generating set following:
 - a) the conclusion of this Connection Agreement;
 - b) an unplanned outage of all of the generating sets; or
 - c) any planned outage of all of the generating sets of more than one day.
3. Before reconnection of disconnected generation following loss of the incoming supply or operation of transient protection, except in the following circumstances:-

TECHNICAL CONDITIONS APPLICABLE TO THE ENTIRE CUSTOMER SITE

- (i) when the loss of incoming mains supply is for a period of less than 3 minutes, i.e. a transient interruption of supply; or
- (ii) when some or all of the generating sets have tripped due to transient protection operation and the incoming supply has remained available.

These terms are without precedent and represent a temporary relaxation of the full requirements of DOC7 only in so far as EDF Energy has power to grant such relaxation, and only for so long as EDF Energy considers it reasonable to do so in all the circumstances. EDF Energy reserves the right, without notice, to withdraw this relaxation at any time in the future and thereafter insist on compliance with the full requirements of DOC7.

Protection Settings

As a minimum the Generator shall apply the protection requirements set out in Engineering Recommendation G59/1.

The exact test and protection settings will be notified to the Parties in writing at a future date to be agreed.

The protection tests should include the testing of the vector shift relays response to the change of voltage vector by secondary injection.

Earthing System Impedance

The Generator should endeavour to ensure that the rise of earth potential at the site under earth fault conditions remains below 430volts. If this is not achievable the Generator must comply with the conditions Imposed by BT for "hot" sites.

Operational Constraint

EDF Energy reserves the right to reduce the Maximum Export Capacity due to unavailability of circuits elsewhere on the Distribution Network.

Following notification by EDF Energy of a reduction in the Maximum Export Capacity, the Generator shall not exceed that reduced output until permission has been received from EDF Energy's Operations Centre to resume normal output.

An additional part to this Schedule will be required for each Exit Point to be supplied where specific technical conditions apply to specific Exit Points.

EXIT POINT NAME	<i>NAME OF EXIT POINT (repeat for premise with multiple exit points)</i>
Technical Conditions	None

SPECIMEN

SCHEDULE 6 - SITE GEOGRAPHIC PLANS

Plans sufficient to detail all Exit Points included within this Agreement shall be appended to this Schedule.

[SITE GEOGRAPHIC PLAN TO GO HERE IF APPLICABLE]

SPECIMEN

SCHEDULE 7 - SITE OPERATIONAL DIAGRAMS

Diagrams sufficient to detail all Exit Points included within this Agreement and their connection arrangements shall be appended to this Schedule.

[SITE OPERATIONAL DIAGRAM TO GO HERE IF APPLICABLE]

SPECIMEN

SCHEDULE 8 - THE GENERATOR'S PLANT

The Generator's Equipment consists of:

- Connection control and protection equipment (including G59/1).
- **[DETAILED INVENTORY OF GENERATOR TO GO HERE IF APPLICABLE]**

SPECIMEN

SCHEDULE 9 - TECHNICAL DEROGATIONS

NAME OF CUSTOMER'S SITE	<i>NAME OF CUSTOMER SITE</i>
No technical derogations apply.	

An additional part to this Schedule will be required for each Exit Point specific derogation that is applicable.

NAME OF SUBSIDIARY EXIT POINT	<i>NAME OF EXIT POINT (repeat for premise with multiple exit points)</i>
No technical derogations apply.	

SPECIMEN

SCHEDULE 10 -
DISTRIBUTED GENERATION CONNECTED TO CUSTOMER'S INSTALLATION

The Customer shall notify EDF Energy of Generation capability connected on the Customer's Installation. Details to be provided are:

Date of Installation being the later of Date of Commissioning or Date of Notification	Generation Type	Nature of generator connection Normally Paralleled / Normally Islanded / Standby-Parallellable / Standby-Islanded	Generation Capacity (kW)	Fault Level Contribution (kA)

SPECIMEN

SCHEDULE 11 -
EXCLUSION AND LIMITATIONS OF LIABILITY FOR DISTRIBUTED GENERATION
UNAVAILABILITY PAYMENT

Notwithstanding the provisions of Schedule 10 of this **Appendix 2** EDF Energy shall not make any DGNU Payment for Distributed Generation connected at Low Voltage to EDF Energy's Distribution Network.

SPECIMEN

SCHEDULE 12 -
PROPERTY DOCUMENTS

SPECIMEN

Signed by [print name]

The signatory authorised
by EDF Energy Networks
(EPN) plc

.....
Signature

Signed by [print name]

The signatory authorised
by the Customer

.....
Signature

SPECIMEN